

WILDERNESS NORTH CONDOMINIUM ASSOCIATION, INC.

BROOKFIELD, WISCONSIN 53045

Declarations

Cover Sheet

DISCLOSURE MATERIALS FOR
THE WILDERNESS NORTH CONDOMINIUM

Condominium Address:
17725, 17730, 17775, and 17800 Caribou Pass;
3370, 3820, 3835, and 3850 Klondike Court;
3785 and 3825 Kodiak Trail; and
3705, 3725, 3750, 3775, 3800, and 3845 Yukon Road,
City of Brookfield, County of Waukesha, State of Wisconsin.

Seller Name: _____

Seller Address: _____

- 1) THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
- 2) THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
- 3) YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR REFUND'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL UN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND AND OF ANY DEPOSITS MADE. INDEX

- 1) *Executive Summary.* The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive summary is set forth as Item No. 1.
- 2) *Declaration.* The declaration establishes and describes the condominium, the units and the

common areas. The declaration is set forth as Item No. 2.

- 3) *Bylaws*. The bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The bylaws are set forth as Item No. 3
- 4) *Articles of Incorporation*. The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles are set forth as Item No. 4.
- 5) *Rules and Regulations*. The rules and regulations contain further rules which govern the condominium and affect the rights and responsibilities of unit owners. The rules and regulations are set forth as Item No. 5.
- 6) *Annual Operating Budget*. The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges that are in addition to mortgage and utility payments. The budget is set forth as Item No. 6.
- 7) *Floor Plans and Map*. The seller has provided a floor plan of the unit being offered for sale and a map of the condominium that shows the location of the unit you are considering and all facilities and common areas that are part of the condominium. The floor plan and map are set forth as Item No. 7.
- 8) *Management or Employment Contracts*. Certain services are provided to the condominium through contracts with individuals or private firms. NONE.

for

The Wilderness North Condominium

1. CONDOMINIUM IDENTIFICATION

Condominium Name: The Wilderness North Condominium

2. EXPANSION PLANS

Is it possible that the Condominium will expand? No X Yes

3. GOVERNANCE

Condominium Association Name: Wilderness North Condominium Association, Inc.

Condominium Association Address: 17725, 17730, 17775, and 17800 Caribou Pass; 3370, 3820, 3835, and 3850 Klondike Court; 3785 and 3825 Kodiak Trail; and 3705, 3725, 3750, 3775, 3800, and 3845 Yukon Road, City of Brookfield, County of Waukesha, State of Wisconsin.

Management: Self-Managed X Management Agent/Company

Declarant or Declarant's Management Company

For information, contact: Julie Hoppe 414-881-6949

4. SPECIAL AMENITIES

Does the Condominium have any special amenities which require members to make additional and separate payments? No Yes

5. MAINTENANCE AND REPAIR OF UNITS

A Unit Owner must maintain and repair all improvements constructed within the unit such as interior surfaces of the walls, floor coverings, and plumbing, electrical, heating and air condition systems.

For specific information, see: Declaration, Article 12, Section 12.1,

6. MAINTENANCE, REPAIR, AND REPLACEMENT OF COMMON ELEMENTS

The condominium association is responsible for the maintenance, repair and replacement of the common elements.

Funding: Unit Owner Assessments X Reserve Funds X Both X
Other X - Description: Special Assessments

For specific information, see: Declaration, Article 6; Declaration, Article 12, Section 12.2; Declaration, Article 17; Bylaws, Article VIII, Section 1

7. MAINTENANCE, REPAIR, AND REPLACEMENT OF LIMITED COMMON ELEMENTS

Description of Limited Common Elements: Driveways, all lawn and gardens, patios, utility equipment,

Who repairs and replaces? Association X
Owner X

Who maintains and keeps clean? Association X
Owner X

Funding: Unit Owner Assessments X Reserve Funds X Both X
Other X - Description: Special Assessments

For specific information, see: Declaration, Article 7; Declaration, Article 12, Section 12.2; Declaration, Article 17; Bylaws, Article VIII, Section 1

8. RENTAL OF UNITS

Is rental of Condominium Units allowed? No Yes X

If yes, describe any restrictions: No rental or lease of a unit unless the owner has lived in the unit as his or her primary residence for at least two (2) years, there are less than two (2) units currently leased in the condominium, and all unpaid assessments and related charges have been paid.

For specific information, see: Declaration, Article 9, Section 9.2

9. UNIT ALTERATIONS

Restrictions or Procedures to Alter a Unit: Yes

Restrictions or Procedures to Alter or Enclose a Limited Common Element: Yes

For specific information, see: Declaration, Article 5, Section 5.2; Declaration, Article 13; Bylaws, Article XIII; Rules and Regulations, Modification to Building Exterior Proposed by Unit Owner

10. PARKING

Availability: Each unit includes an attached two-car garage

Restrictions: No parking is allowed on Kodiak Trail or Klondike Court. No outside parking of boats, trucks, vans, campers, or other recreational vehicles shall be allowed on the Common Elements or Limited Common Elements, which includes driveways. Owners and residents shall not park in the driveways overnight. Overnight guests may park in the driveways for no more than three (3) consecutive nights and no more than three (3) nights per week. If an overnight guest desires to park for a longer period of time, they must obtain written permission from the Board.

Costs: \$0.00

For specific information, see: Declaration, Article 9, Section 9.7; Rules and Regulations, Parking

11. PETS

Are pets allowed? No X Yes

12. RESERVES

Does the Condominium maintain reserve funds for the repairs and replacement of the common elements? No Yes X

If yes, is there a Statutory Reserve Account?¹ No X Yes

For specific information, see: Declaration, Article 17; Bylaws, Article VIII, Section 2

13. FEES ON NEW UNITS

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser? Developer no longer owns any units.

For specific information, see: N/A

14. AMENDMENTS

Wisconsin law allows the unit owners to amend the condominium declaration, bylaws, and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

Amendment Process and Requirements: Declaration may be amended by the votes or written consent of at least 75% of all Unit Owners and lenders. Bylaws may be amended by a vote

¹ A "Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium. A condominium may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from § 703.163.

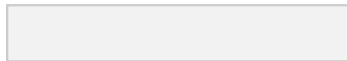
of at least 67% of the Unit Owners. Rules and regulations may be made and amended from time to time by the Board of Directors.

For specific information, see: Declaration, Article 22; Declaration, Article 9, Section 9.8; Bylaws, Article IX; Bylaws, Article X, Section 2

15. OTHER RESTRICTIONS OR FEATURES

N/A

This Executive Summary was prepared on December 5, 2017 by Adam S. Bazelon, Attorney at Law, Levine & Bazelon, S.C., 8989 N. Port Washington Road, Suite 211, Milwaukee, WI 53217.



THIRD AMENDMENT AND
RESTATED DECLARATION OF
CONDOMINIUM OF THE
WILDERNESS NORTH
CONDOMINIUM

WAUKESHA COUNTY, WI
REGISTER OF D'EEDS
James R Behrend

Recorded On: 11/30/2017 9:40:38
AM

Total Fee \$30.00
Page(s): 26 Transfer Tax:
\$0.00

Document Number

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

THIS THIRD AMENDMENT AND
RESTATED DECLARATION OF
CONDOMINIUM was adopted by a meeting
of the membership of the Wilderness North
Condominium Association Inc to amend and
restate the Declaration of Condominium for
The Wilderness North Condominium.

The legal description for The Wilderness North
Condominium is the
following:

All units in The Wilderness North
Condominium, a condominium existing under
and by virtue of the Wisconsin Condominium
Ownership Act Chapter 703, Wisconsin
Statutes, created by a Declaration of
Condominium recorded in the office of the
Register of deeds for Waukesha County,
Wisconsin, on October 1, 1985, on Reel 703,
Pages 912 through 940, inclusive, as
Document No. 1314624; as amended by first
Amendment to the Declaration recorded on
December 4, 1985, on Reel 719 at image 734
through 737, as Document No. 1323854; as
further amended by Second Amendment to
Declaration recorded on May 14, 1986 on Reel
759 at Image 614 through 618, as Document
No. 1345779. Said condominium being
located in the City of Brookfield, Waukesha
County, State of Wisconsin on the real estate
described in said declaration incorporated here
and by reference thereto.

Recording Area

Name and Return Address Attorney
Adam S. Bazelon

Levine & Bazelon, S.C.
8989 N. Port Washington Road, Suite 211
Milwaukee, WI 53217

Parcel Identification Number (PIN)

THIRD AMENDMENT AND RESTATED DECLARATION OF CONDOMINIUM OF
THE WILDERNESS NORTH CONDOMINIUM

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THIRD AMENDMENT AND RESTATED DECLARATION OF CONDOMINIUM
OF
THE WILDERNESS NORTH CONDOMINIUM

THIS THIRD AMENDMENT AND RESTATED DECLARATION OF CONDOMINIUM made as of the 11th day of May, 2017, amending and restating the Declaration of Condominium for The Wilderness North Condominium, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on October 1, 1985 on Reel 703, Image 912 through 940, inclusive, as Document No. 1314624; as amended by First Amendment to the Declaration recorded on December 4, 1985, on Reel 719 at Image 734 through 737, inclusive, as Document No. 1323854; as further amended by Second Amendment to Declaration recorded on May 14, 1986 on Reel 759 at Image 614 through 618, inclusive, as Document No. 1345779 (said Declaration and all amendments prior to the date hereof shall hereinafter be referred to as the "Original Declaration").

RECITALS

The Wilderness North Condominium (hereinafter referred to as the "Condominium") consists of a certain parcel of real estate located in the City of Brookfield, Waukesha County, Wisconsin, which real estate has previously been submitted and subjected, together with all buildings, improvements and other permanent fixtures thereon, and all rights and privileges belonging or in any way appertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, together with any successor provisions as now or hereafter enacted or amended, as set forth in the Original Declaration.

At a meeting of the members held on May 11, 2017, the Association passed additional amendments to the Original Declaration, which shall be referred to as the Third Amendment. The Third Amendment did the following: (1) amended Section 9.1 to permit an owner to use a portion of his or her unit for a home office, (2) adopted rental restrictions and a rental cap; and (3) removed old, outdated, and unused provisions that refer to the Declarant.

For the purpose of consolidating and incorporating all amendments to the Original Declaration into one single document, including the Third Amendment, it is desired that the Original Declaration be amended and restated as set forth herein.

The exhibits attached hereto are intended to combine the original plat and amendments thereto, without overlap or duplication, to provide an accurate depiction of the fully expanded condominium. Accordingly, the following exhibits are attached:

- Exhibit A is the Exhibit A that was attached to the Declaration of

Condominium filed on October 1, 1985 on Reel 703, Page 938 as part of Document No. 1314624 and provides the legal description of the Condominium

- Exhibit B is the Exhibit B that was part of the Second Amendment recorded on May 14, 1986 on Reel 759, Pages 617-18 as part of Document No. 1345779. This Exhibit shows the fully expanded Condominium.
- Exhibit C is the Exhibit C that was attached to the Declaration of Condominium filed on October 1, 1985 on Reel 703, Page 938 as part of Document No. 1314624. This Exhibit shows the floor plans for the units.

1. STATEMENT OF DECLARATION.

Now, therefore, at least seventy-five percent (75%) of the Unit Owners and their respective first mortgagee(s) having consented in writing hereto (thus constituting the required consents and approvals for amendment of the Declaration set forth in Section 703.09(2), Wis. Stats.), the Original Declaration is hereby amended and restated in its entirety and the following terms, conditions, easements, restrictions, uses, reservations, limitations and obligations shall run with the land and shall be a burden and benefit and be binding upon the undersigned, and their successors, grantees, assigns, heirs, executors and administrators, and any other person acquiring or owning an interest in the real estate comprising the Condominium, pursuant to the terms set forth below.

2. DEFINITIONS.

The terms used herein shall have the same meanings as set forth in the Act and As follows, unless the context otherwise requires:

- (a) "Association" means WILDERNESS NORTH CONDOMINIUM ASSOCIATION, INC., a non-stock, non-profit corporation organized and existing pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the condominium unit owners acting as a group shall administer, manage, operate and control the property.
- (b) "Unit Owner" means a person, combination of persons, a partnership, a corporation, a trustee or any other legal entity who holds legal title to a condominium unit which is part of the property or who has equitable ownership of a condominium unit as a land contract vendee, but the definition excludes those having an interest or lien in a condominium unit as security for the performance of an obligation.
- (c) "Unit" means a part of the condominium intended for any type of individual, private or independent use, including one or more cubicles of air

at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in the buildings having outer boundaries as follows:

The vertical boundaries of each unit shall be the exterior surface of the drywall of the outside perimeter walls of the unit (and attached garage), the exterior surface of the drywall adjacent to the unit, of the common wall separating the units in each building, the plane of the inside faces of the doors and windows bounding a unit extended in each case to an intersection with the horizontal boundaries. The horizontal boundaries shall be the plane of the undersurface of the basement floor and the plane of the upper surface of the ceiling drywall.

- (d) "Common Elements" means all of the Condominium except its Units.
- (e) "Limited Common Elements" means those Common Elements identified in this Declaration or the Condominium Plat (in lined areas) as reserved for the exclusive use of one or more but less than all of the Unit Owners.
- (f) "Declarant" means Wilderness North Development Corp.
- (g) "Property" means the real estate together with all buildings and improvements located thereon which is described in Exhibit "A".
- (h) "Mortgagee" means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.
- (i) "Common Expenses and Common Surpluses" means the expenses and surpluses of the Association.
- (j) "Majority" or "Majority of Unit Owners" means the Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

3. NAME AND ADDRESS OF CONDOMINIUM.

The property and all buildings and improvements now and/or hereafter located thereon shall be known as THE WILDERNESS NORTH CONDOMINIUM. The address of THE WILDERNESS NORTH CONDOMINIUM is 17725, 17730, 17775, and 17800 Caribou Pass; 3370, 3820, 3835, and 3850 Klondike Court; 3785 and 3825 Kodiak Trail;

and 3705, 3725, 3750, 3775, 3800, and 3845 Yukon Road, City of Brookfield, County of Waukesha, State of Wisconsin.

4. DESCRIPTION AND LOCATION OF BUILDINGS AND UNITS.

THE WILDERNESS NORTH CONDOMINIUM shall consist of sixteen (16) buildings as shown and described in Exhibit "B". Each building contains a total of four (4) units connected by a common wall between the units. There are two different basic unit designs in the buildings. The units are generally one and two stories in height, have full basements and are constructed principally as a wood frame building with brick and siding, and with roofs covered with asphalt composition roofing shingles, or wood shake shingles. Each of the Units includes a private patio and attached two-car garage. A set of floor plans for the building showing the layout, location, unit numbers and dimensions of the units, stating the name of the building or designation and bearing the verified statement of the architect or professional engineer certifying that it is an accurate copy of the portions of the plans of the building is attached hereto and marked Exhibit "C".

The actual boundaries of the building or unit construction in substantial accord with the survey map and floor plan of the Declaration or its amendments shall be conclusively presumed to be the actual boundaries of the building or the unit rather than the description expressed herein or in any other document, regardless of the settling or lateral movement of the building and regardless of the minimum variations between boundaries shown on the plat or floor plan.

5. IDENTIFICATION AND MODIFICATION OF UNITS.

5.1 Identification. The building and units are designated and identified in numerical order, and the respective Unit designations and post office addresses are all as set forth on Exhibit "B" attached hereto and incorporated herein by reference.

5.2 Modification. A Unit Owner may make any improvements or alterations within the Unit owned by said Unit Owner that do not impair the structural integrity or lessen the support of any portion of the Condominium. A Unit Owner may not change the exterior appearance of a Unit or any other portion of the Condominium without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate. If any Unit Owners of adjoining Units whose mutual boundaries may be relocated desire to relocate said boundaries, those boundaries may be relocated in accordance with the pertinent provisions of the Act, subject to the prior written approval of the Association which approval may be given upon such terms and conditions as the Association deems appropriate.

6. COMMON ELEMENTS.

The Common Elements shall consist of all of the Condominium and all improvements and appurtenances thereon, except the Units and the fixtures and equipment located in the Units, as the same are defined hereunder, and shall include without limitation, the land on which the buildings are located; building exteriors; fences; utility services; public utility lines; water and sewer laterals; water systems; outside walls; and the walks, driveways and landscaping.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the Common Elements are designated as "Limited Common Elements," as shown on Exhibit "B" (in lined areas). Such Limited Common Elements shall be reserved for the exclusive use of the owner or occupant of the Unit or Units to the Condominium.

The Limited Common Elements shall include all lawn and gardens if landscaped or planted by Unit Owner, and the patio area appurtenant to an individual unit, individual unit utility equipment, including air conditioning equipment located outside the boundaries of the Unit which serves the Unit and an area 20 feet deep immediately around each building measured at right angles to the outside walls and radius on outside corners of said building which is reserved for the use of the occupants of said building, except where such reservation includes public walkway, in which event such public walkway shall be excluded from said reservation.

The Limited Common Elements shall also include the driveway immediately adjacent to each Unit, which would ordinarily be described as a private drive for the Unit with the outer limit determined by the extension of the edge of the roadway curb.

7.2 Use. The manner of use of the Limited Common Elements shall be governed by the By-Laws of the Association and such rules and regulations as may be established thereunder, and no Unit Owner shall alter, remove, repair, maintain, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND LIMITED OF COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and,

except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements for any purposes incident to the use and occupancy of his Unit as a place of residence in accordance with the provisions of Sections 6 and 7 herein, which rights shall be appurtenant to and run with the Units.

The percentage of such undivided ownership interest in the Common Elements and Limited Common Elements appertaining to each Unit and its Owner for all purposes, including proportionate payment of common expenses, shall be one-sixty-fourth (1/64).

9. PURPOSE OF PROPERTY AND RESTRICTIONS OF USE OF UNITS.

9.1 General Purpose. All buildings, Units, Common Elements and Limited Common Elements are intended for and restricted exclusively to residential housing and parking for Unit Owners, the respective families, lessees and/or guests as covered by the terms and conditions contained herein, the By-Laws of the Association and the rules and regulations as may be established thereunder. However, a Unit Owner may use a portion of a Unit for a home office or studio, provided, that such use is consistent with all valid laws, the residential zoning ordinances and regulations of all governmental agencies having jurisdiction over the condominium, and that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided, further, that in no event shall any part of the condominium be used as a school, daycare, or music studio nor shall the home office or studio be used to meet with customers or clients. Except for such home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise shall be conducted, maintained, or permitted in any Unit.

9.2 Leasing.

1. No Unit Owner shall be permitted to lease or rent his or her unit unless all of the following conditions are satisfied:

1. The Unit Owner has lived in the Unit as his or her primary residence for at least two (2) years following the transfer of ownership. (This restriction shall not apply to owners that purchased their unit prior to the effective date of this amendment).
11. There are less than two (2) Units currently leased in the condominium. The maximum number of units that can be leased/rented at any time is two (2). Prior to the execution of any lease, the Unit Owner must notify the Board of Directors in writing of the intent to lease as provided in subsection (2), below.

111. All unpaid assessments and related charges against that Unit have been paid, unless the Board of Directors shall specifically find that satisfactory arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

2. Request to Lease and Waitlist.

1. A Unit Owner shall send a written request to the Board of Directors prior to leasing his or her Unit. Prior to leasing a unit, the Unit Owner must have obtained prior written approval from the Board.
11. Waitlist Procedures. In the event that two (2) of the Units are rented when a Unit Owner requests to lease his or her Unit, the Board of Directors shall establish a waitlist on a first-come, first-served basis. When a Unit becomes eligible to be leased, the next owner on the waitlist, if applicable, will be notified. The unit owner then has 90 days to enter into a lease with a tenant and the lease term must commence within that 90-day period. If the lease term does not commence within 90 days, the unit will be placed at the end of the waiting list. If a Unit on the waiting list is sold, conveyed, or otherwise transferred, that Unit's position on the waiting list is terminated.
111. Continuing Rental. A unit that is eligible to be leased shall remain eligible to be leased to successive tenants. The Unit Owner has 90 days after a tenant's lease expires to enter into a lease with a new tenant, and the new lease term must commence within that 90-day period. If the lease term does not commence within 90 days after the previous tenant's lease expires, the Unit's eligibility to be leased expires if there are Unit Owner(s) on the waitlist. If a Unit that is eligible to be leased is sold, conveyed, or otherwise transferred, that Unit shall no longer be eligible to be leased, subject to the conditions and restrictions contained herein.
- 1v. At the time of approval to lease by the Board of Directors, the Association shall have the right to charge the unit owner a fee for the processing and review of the lease and any subsequent new lease affecting the unit. Any such fee shall be determined by the Board of Directors and shall be

published in the Rule

and Regulations.

3. For the purposes of this Section, a Unit that has no owner occupant shall be deemed to be leased or rented regardless of whether consideration is tendered as rent, subject to the following:

1. If the owner of the unit is a trust, corporation, limited liability partnership, limited liability company or other business entity, a beneficiary, shareholder, partner, or member shall be deemed an owner.

n. The Unit Owner's immediate family members shall be deemed an Owner. Immediate family members are herein defined as parents, mother or father in-laws, child, spouse or legally recognized domestic partner, siblings, grandparents, children, or grandchildren by blood, marriage, or adoption and shall include half and step relatives.

m. A vacant Unit shall not be deemed to be leased or rented.

4. A Unit that is leased by the Association or a mortgagee of the Unit that obtains the unit through foreclosure or a deed-in-lieu of foreclosure shall not be counted towards the 2-unit rental cap.

5. No Unit Owner shall be permitted to enter into a lease with an initial term of less than one (1) year.

6. No sub-leasing is allowed.

7. Prior to the commencement of the lease, the Unit Owner shall provide the tenant with a copy of the Declaration, the Bylaws, and the Rules and Regulations.

8. All leases must:

i. Obligate the tenants to carry liability insurance with a single limit minimum of \$300,000.00 or other amount as determined by the Board of Directors.

ii. Require the tenants to abide by the Declaration, By-laws, and Rules and Regulations; and

iii. Include a provision stating 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.

9. The lease must be in writing and signed by the owner and the tenant. A copy of said lease shall be provided to the Board at least ten (10) business days prior to execution so that the Board can confirm the Lease meets the requirements of this section.

10. Unit Owner must supply Board with all occupants' name(s), phone number(s), and email(s) if applicable and owner's forwarding address, phone number(s), emails(s) if applicable, proof of insurance and emergency contact information.

11. During the term of the lease of a Unit, each Unit owner shall remain responsible for securing compliance from the occupants of the unit with all provisions of the Declaration, the Bylaws, and the Rules and Regulations of the Association. In addition, the Unit Owner shall be responsible for the complaints regarding the behavior of the occupants of the unit.

12. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a Unit Owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any unit owner shall desire a hardship exception, said lease or occupancy shall require the approval of the Board of Directors. The request by the Unit Owner shall be in writing, shall state the reason(s) the owner believes this prohibition creates a hardship, and shall set forth the period for which the owners seeks a waiver of this prohibition.

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

14. **Penalties.** A violation of this Section shall, in addition to any other remedy available to the Association, result in a fine being assessed against the Unit Owner in the amount of \$100.00 per day of the violation, and the Unit Owner shall be responsible for actual attorney fees and related costs incurred by the Association in connection with enforcing this section. In addition, the Association may enforce this section by application to a court of competent jurisdiction to obtain injunctive relief, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

15. **Grandfathering.** All Units that are leased as of May 11, 2017 ("Effective Date") in accordance with the rules in place as of the Effective Date, may continue to be rented to the current tenants occupying said units. When said Owner's current tenant moves out of the unit or when the tenant's lease expires, whichever occurs first, those owners shall be required to comply with the restrictions contained herein.

9.3 **Pets.** No cat, dog, bird, reptile or animal of any kind shall be permitted, kept or harbored in the condominium unless the same, in each instance, be permitted in writing by the Board of Directors, and such consent, if given, may be revoked at any time by the Board of Directors in their sole discretion. When pets are taken from the Units, they shall be carried or leashed until removed from the common areas of the condominium. No pet or animal shall be allowed to create or cause any disturbance or nuisance of any kind. Each owner of any animal shall be responsible for the policing of the droppings and waste material of the animal. Unit Owners who violate the provisions of the paragraph shall be subject to additional special assessments by the Board of Directors.

These special assessments shall be in addition to the enforcement provisions provided for in Paragraph 12 hereof.

9.4 **Common Areas.** The common areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

9.5 **Nuisances.** No nuisance shall be allowed on the condominium property, nor any use or practice which is a source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the common areas that will increase the cost of the insurance upon the condominium property.

9.6 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

9.7 Parking. No parking shall be allowed on Yukon Road, Caribou Pass, Kodiak Trail or Klondike Ct., and no outside parking of boats, trucks, vans, campers, or other recreational vehicles shall be allowed on or about the Common Elements, or Limited Common Elements. Nothing herein contained shall prevent the Association from making an exception to this rule to accommodate guests or overnight guests.

9.8 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the condominium upon request.

10. RESERVATIONS AND EASEMENTS OF DECLARANT.

Declarant and Declarant' s duly authorized agents, representatives and employees shall have the right to maintain model units on the property and to use those model units, and the building in which said model unit is located during the period that any of the proposed units remain unconstructed and/or sold. Declarant shall have the right to use signs, flags or other types of devices to promote the construction and sale of the units. Declarants and persons it may select shall have the right of ingress and egress in, over and across the Common Elements and the Limited Common Elements, and the right to store materials thereon, and make such other use thereof as may be reasonably necessary incident to construction, development, sales and operation of the condominium, Units, Common Elements and Limited Common Elements thereof.

11. ASSOCIATION OF UNIT OWNERS.

11.1 Powers of Association. The Association shall be incorporation and shall have all the powers of a non-stock corporation as present enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, and all of the powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, and as said statutes may be hereafter amended. The Association is authorized to establish rules and regulations for the use of the buildings, Units, Common Elements and the Limited Common Elements in furtherance of the purpose of the Condominium and prescribe fines, penalties, and/or special assessments for any violation thereof and shall furnish such rules and regulations in writing to the Unit Owners who shall be bound thereby.

11.2 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be members of the Association which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and the Limited Common Elements. 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 this Declaration, the By-Laws and the rules and regulations of the Association.

11.3 Voting Rights. Each Unit shall have one (1) vote appurtenant to such Unit. If a Unit has more than one owner and multiple owners of said Unit are present at any meeting of the Association, the votes allocated to that unit may be cast proportionally, but unanimous agreement will be conclusively presumed if any one of them purports to cast the votes allocated to that Unit without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary, or other designated board member of the Association, stating that thereafter the vote must be cast proportionally. Documentation satisfactory to the Board of Directors must be provided as evidence of Unit ownership.

11.4 Association Personnel. The Association may obtain and pay for the services 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 such services as may be required for the Units, the buildings, the Common Elements and/or Limited Common Elements.

12. REPAIRS AND MAINTENANCE

12.1 Individual Units. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating and air conditioner units (including any portions thereof located in a Limited Common Element) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair with respect to his Unit and certain or its appurtenant Limited Common Elements as is more fully set forth in the By-Laws of the Association.

12.2 Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the Common Elements and the Limited Common Elements and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owners are responsible therefor with respect to certain Limited Common Elements, all as is more fully set forth in the By-Laws of the Association.

13. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls, except as otherwise provided herein with reference to relocation of boundaries.

[SECTION 14 HAS BEEN DELETED]

15. DAMAGE OR DESTRUCTION.

In the event the Condominium is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, action by the Association by vote of 75% or more of all unit owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in the By-Laws. Damage or destruction to a lesser extent, and damage or destruction to a greater extent but for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By-Laws.

On reconstruction, the design, plan and specifications of any building, Unit, Common Element or Limited Common Element may vary from that of the Original upon approval of the Association.

16. INSURANCE.

The Board of Directors of the Association, pursuant to the provisions of the By Laws, shall provide and maintain fire, multi-peril, broad form extended coverage insurance on the Condominium and any portion thereof in an amount equal to the replacement value of the Condominium from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant.

The Board of Directors of the Association, pursuant to the provisions of the By Laws, shall also provide casualty and public liability insurance covering the Common Elements and the Limited Common Elements.

17. LIABILITY FOR COMMON EXPENSES.

All funds for the payment of common expenses and for the creation of reserves for

the payment of future common expenses shall be obtained by equal assessments against the owner of each Unit except as otherwise provided herein.

No Unit Owner may exempt himself or his Unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or by the abandonment of his Unit; and no conveyance shall relieve the Unit owner-grantor or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale for which a statement of condominium lien is recorded, until all expenses charged to his Unit have been paid.

All assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. The Association shall perfect and enforce said lien in the manner provided in the Act.

18. PARTITION OF COMMON ELEMENTS PROHIBITED.

Except as otherwise provided herein, there shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until the 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 of said single Unit as between such co-owners.

19. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

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

20. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

20.1 Utilities. Easements are hereby declared and granted for the benefit of the

Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Units, buildings, Common Elements and Limited Common Elements, to service the Condominium.

20.2 Driveways and Walkways. To the extent that the Condominium Plat and building plans attached hereto show the common use of driveways and walkways for purposes of access, ingress and egress, valid easements are hereby established and shall exist for the mutual benefit of all Unit Owners and the Declarant for such uses.

20.3 Repair Easement. An irrevocable right and easement is hereby granted and declared for the benefit of the Association to enter Units and to make repairs to Common Elements when repairs reasonably appear necessary for public safety or to prevent damage to other portions of Condominium. Except in cases involving manifest danger to public safety or property, the Association shall make a reasonable effort to give notice to the Unit Owner of the need for entry for the purpose of any repairs.

20.4 Encroachments. If any portion of any Common Element or Limited Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element or Limited Common Element, as a result of settling, shifting, duly authorized construction, reconstruction or repair of a building or Unit, a valid easement for the encroachment and for the maintenance of same shall exist so long as the building or Unit stands; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit Owner or Owners if said encroachment occurred due to the willful conduct of said Unit Owner or Owners.

20.4 Binding Effect. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the undersigned, their successors and assigns, and on all Unit Owners, purchasers, mortgagees, lessees and occupants and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 20.

21. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT 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, the By-Laws or the rules and regulations established thereunder, or to exercise any right or option herein contained, or to serve any notice or to institute any

action, shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition or restriction, 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 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. AMENDMENTS TO DECLARATION.

22.1 This Declaration may be amended with the written consent of at least 75% of the Unit Owners (based on one vote for each unit) and 75% of the Lenders (based on one vote for each unit encumbered).

23. ADDITIONAL RIGHTS OF LENDERS.

23.1 As to the holder of any mortgage or land contract vendor or insurer or guarantor of any mortgage (the "Lender") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in Section 24 of this Declaration that it desires to receive notice of the following matters:

(a) The Board of Directors shall give the Lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or by By-Laws;

(b) The Board of Directors shall give the Lender by mail a copy of the notice of default which is given to any Unit Owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner which shall be not later than within 30 days of such failure;

(c) The Board of Directors shall notify the Lender of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) The Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding \$10,000 when such damage is known to the Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding \$20,000. The Board shall also notify the Lender in writing of any condemnation proceedings concerning the Condominium; and

(e) The Board of Directors shall permit the Lender to examine during normal business hours books and records of the Association (including current copies of this Declaration, Association By-Laws, and all rules and regulations promulgated thereunder) and upon request shall furnish the Lender annual reports and such other financial data (including audited financial statements) as it sends to Unit Owners.

23.2 Unless two-thirds of the number of holders of first mortgages on units (based on one vote for each mortgage held) and all owners of affected units have given their prior written approval, or unless the Association obtains such higher proportion of consent as may be required by the Wisconsin Condominium Ownership Act, the Association shall not:

(a) Change the undivided percentage interest in the Common Elements of the Condominium appertaining to each unit (except as provided in Sections 8 and 30 of this Declaration);

(b) Partition or subdivide any unit of the Condominium;

(c) By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(d) Use hazard insurance proceeds for losses to any condominium property (whether to units or to Common Elements) for other than the repair, replacement or reconstruction of such condominium property.

23.3 Unless all holders of first mortgages on units shall have given their prior written approval, the Association shall not by act or omission seek to abandon the condominium status of the Condominium except as provided in Section 10 of this Declaration.

23.4 Notwithstanding the provisions of Section 22 of this Declaration, this Section shall not be amended unless all Lenders have given their prior written approval.

24. NOTICES.

Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All Owners shall provide the Association

with an address for the mailing 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 or having it delivered personally to such address as is on file with it.

25.SERVICE OF PROCESS.

The person (Resident Agent) to receive service of process shall be the registered agent for the Association, which designation and any changes thereof shall be filed with the Secretary of State of the State of Wisconsin. The initial registered agent is HARRY H. MIEROW, 2405 Memorial Drive, Brookfield, Wisconsin. Any successor shall be appointed by the Board of Directors of the Condominium Association.

26. 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.

27.CAPTIONS.

The captions and section headings herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

28.SEVERABILITY.

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

29.GOVERNING LAW.

This Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and the rules and regulations established thereunder shall be governed by and construed under the laws of the State of Wisconsin.

I, Nello Copen, being the President of Wilderness North Condominium Association, Inc., do hereby execute this Third Amendment and Restated Declaration and certify that:

1. Unit owners of at least seventy-five percent (75%) of the units have consented to and approved this Third Amendment and Restated Declaration.
2. The vote was taken by written ballot.
3. The written ballot, and the consent of the mortgagees, to the extent necessary, as required, are on file with the Secretary of Wilderness North Condominium Association, Inc., or other Board member, or agent of the Association.

Signed this 20th day of November, 2017.

Wilderness North Condominium Association, Inc.

ame: Nello Copen

Title: President

STATE OF WISCONSIN)
) SS

COUNTY OF MILWAUKEE)

Personally came before me this 20th day of November 2017, the above named Nello Copen to me known to be the person who executed the foregoing instrument and acknowledged the same.

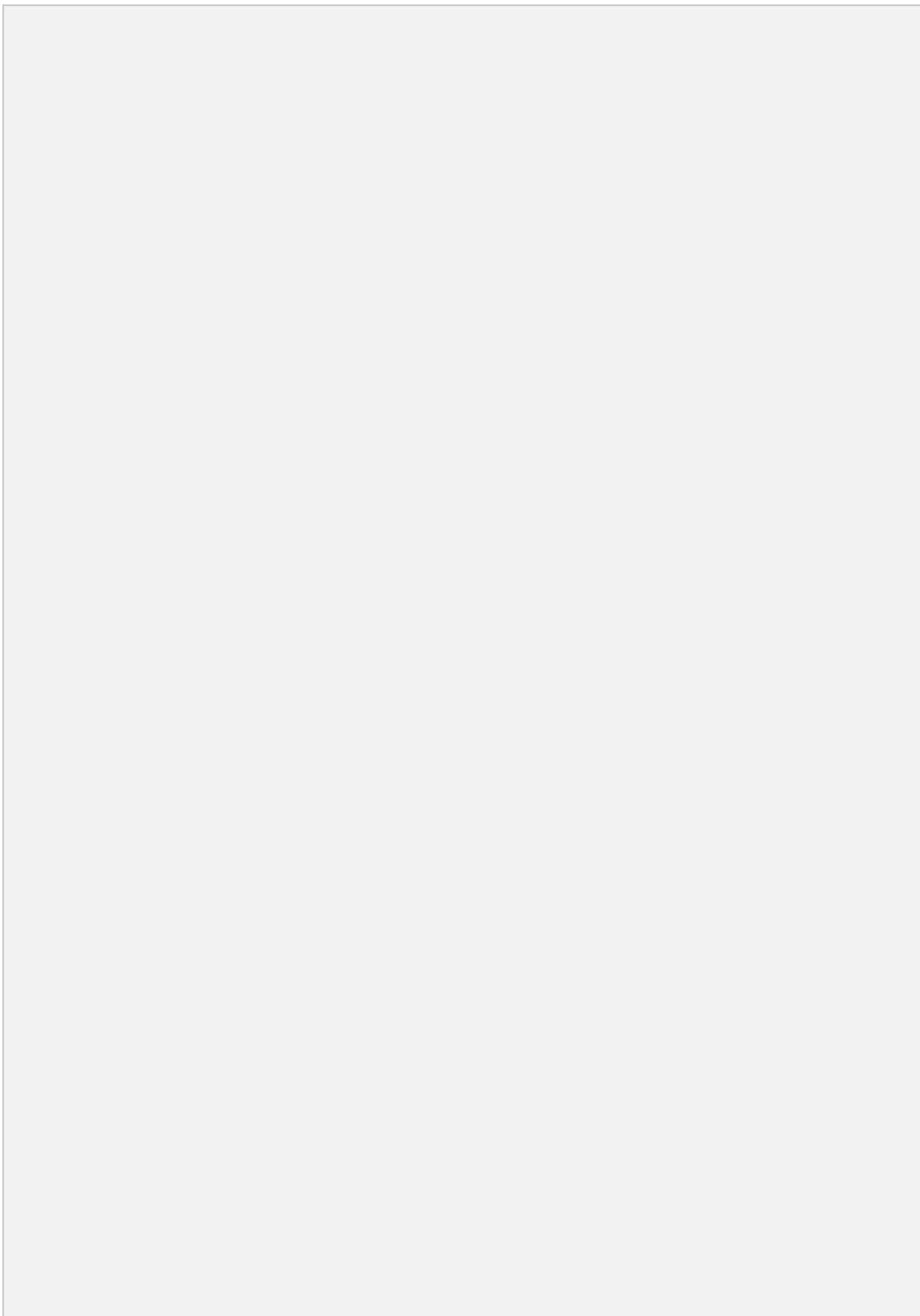
Print Name: Adam S. Bazelon
Notary Public, State of Wisconsin
My Commission is permanent

THIS INSTRUMENT WAS DRAFTED BY:

Adam S. Bazelon, Esq.
Charles Fiergola, Esq.
Levine & Bazelon, S.C.
8989 N. Port Washington Road, Suite 211
Milwaukee, WI 53217

POOR ORIGINAL COPY

Exhibit A



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EXHIBIT C

