

**DOUGLAS SQUARE
CONDOS II
2020 RESTATED DECLARATION**

**RESTATED DECLARATION OF CONDOMINIUM OF
DOUGLAS SQUARE CODOS II**

This Restated Declaration is filed by Douglas Square Condos II, Inc., a Wisconsin Non-Stock Corporation (the "Association") is adopted as of the 21st day of September, 2020.

RECITALS

WHEREAS, Articles of Incorporation and Declaration of Condominium of Douglas Square Second Condominium, was recorded on July, 16, 1981 on Reel 1389 of Records, Images 857 through 863, inclusive, Document No. 05488733, Milwaukee County Register of Deeds Records ("Original Declaration"); and

WHEREAS, the Declarant of the Original Declaration no longer controls the Association or holds title to any Unit; and

WHEREAS, the Unit Owners and Association desire, and intend by this Restated Declaration, to acknowledge the real estate described in Exhibit A, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (collectively, "Property"), is subject to the provisions of the Condominium Ownership Act of the State of Wisconsin as amended from time to time (hereinafter referred to as the "Act"); and

WHEREAS, this Restated Declaration retains or establishes certain rights and easements in, over and upon the Property for the benefit of all current and future owners or occupants of the Property or any part thereof (which shall be known as Douglas Square Condos II, a Condominium) and any Unit or Units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the Property and all Units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Original Declaration was amended by the recording of amendments thereto, namely:

Amendment to Declaration of Condominium of Douglas Square Second Condominium recorded July 16, 1981 at the Register of Deeds, County of Racine, State of Wisconsin, Volume 1624 of Records, Page 95-96, Document No. 1093759; and

Amendment to Declaration of Condominium of Douglas Square Second Condominium recorded January 29, 2015 at the Register of Deeds, County of Racine, State of Wisconsin, Document No. 2399333; and

WHEREAS, Nonstock Corporation Articles of Incorporation were recorded at the Wisconsin Department of Financial Institutions on March 8, 2019 and

WHEREAS, Wis. Stats. Section 703.09(2) provides that a declaration may be amended with the written consent of at least two-thirds of the aggregate of the votes appurtenant to each Unit which is the current law regarding this issue; and

NOW, THEREFORE, the Unit Owners having two-thirds or more of the aggregate of the votes in the Condominium hereby adopt this 2020 Restated Declaration for Douglas Square Condos II ("2020 Restated Declaration") which is intended to amend, restate, and replace the Declaration as amended.

DISCLOSURE MATERIALS

FOR

DOUGLAS SQUARE CONDOS II, INC.
Racine, Wisconsin

The disclosure materials the Association is required by law to provide to each prospective condominium purchaser contains the following copies of documents and exhibits:

- (1) **2020 Restated Declaration.** The 2020 Restated Declaration establishes and describes the Condominium, the Units and the Common Elements.
- (2) **Bylaws.** The Bylaws contain rules which govern the Condominium and effect the rights and responsibilities of Unit Owners.
- (3) **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.
- (4) **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 which are in addition to mortgage and utility payments.
- (5) **Floor Plan and Map.** The Association has provided a floor plan of the Unit being offered for sale and a map of the Condominium which shows the location of the Unit you are considering and all facilities and Common Elements which are part of the Condominium. The floor plan and map are contained within the 2020 Restated Declaration as Exhibits B, C, and D.

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SECTION ONE

NAME AND ADDRESS

The name of this Condominium is Douglas Square Condos II, Inc. and it is located in the Village of Caledonia, Racine County, Wisconsin. The address of the Condominium is 4909 Scotts Way, Racine, Wisconsin.

SECTION TWO

DEFINITIONS

The following definitions shall apply to this 2020 Restated Declaration:

- A. **Act** means the "Condominium Ownership Act" of the laws of the State of Wisconsin, Chapter 703, as amended from time to time
- B. **Agency** means the Federal Housing Administration (FHA), the Department of Housing and Urban Development (HUD), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Veterans Administration (VA), guaranteeing, insuring or holding a first mortgage upon the Condominium or a Unit thereof.
- C. **Association** means Douglas Square Condos II, Inc., which shall be a nonstock, nonprofit, corporation organized under the laws of the State of Wisconsin, through which the Unit Owners shall act as a group in accordance with its Articles of Incorporation, Bylaws, this 2020 Restated Declaration, the Condominium Ownership Act and The Wisconsin Nonstock Corporation Law.
- D. **Common Elements** mean all of the Condominium except its Units.
- E. **Common Expenses and Common Surpluses** mean the expenses and surpluses of the Association.

- F. Condominium** means Property made subject to this 2020 Restated Declaration on this date or hereafter by amendments to this 2020 Restated Declaration.
- G. Condominium Instruments** mean the 2020 Restated Declaration and Condominium Plat of this Condominium.
- H. Condominium Plat** means the survey map and diagrammatic floor plans of this Condominium and the outlines of the land, buildings, and Common Elements as originally recorded and as may be amended from time to time.
- I. Declaration** means this instrument as executed and recorded by the Association, and as may be amended from time to time.
- J. Limited Common Elements** means those Common Elements identified in this 2020 Restated Declaration or in the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.
- K. Majority or Majority of Unit Owners** mean the Unit Owners with more than 50 percent of the vote assigned to the Units in this 2020 Restated Declaration.
- L. Mortgagee** means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.
- M. Person** means an individual, corporation, partnership, association, trustee or other legal entity.
- N. Property** means unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontinuous parcels or improvements.
- O. Scheduled Mortgagee** means any mortgagee whose identity has been known by the Association by reason of written notification provided by the Unit

Owners or by such Mortgagee pursuant to the provisions of Section Sixteen hereof.

- P. Unit** means that part of the Condominium intended for independent residential use which is described in Section Four below.
- Q. Unit Number** means the number, letter or combination thereof, identifying a Unit in this 2020 Restated Declaration.
- R. Unit Owner** means a person, combination of persons, partnership or corporation who holds legal title to a Unit or has equitable ownership as a land contract vendee.
- S. The Wisconsin Nonstock Corporation Law** refers to Chapter 181, Wisconsin Statutes (1977) as may be amended from time to time.

SECTION THREE

DESCRIPTION OF LAND

Land Subject to this Declaration. The land which is subject to the provisions of this 2020 Restated Declaration is located in the Village of Caledonia, Racine County, Wisconsin, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

SECTION FOUR

DESCRIPTION OF UNITS

- A. Location of Units.** There shall be 8 Units in 1 residential building and enclosed parking for each Unit in a detached garage building located on the land described in Exhibit A. A survey map of the land is attached hereto as Exhibit B showing:
 - (1)** The location of the building on the land;

- (2) The identification of the units located in the building by number;
- (3) The identification of the parking area assigned to each Unit as Limited Common Elements appurtenant to each unit.

B. Description of Buildings. Exhibit C, attached hereto contains the building plans for the residential building. Exhibit D, attached hereto contains the floor plans of each Unit contained in the building showing perimeter load bearing walls and dimensions.

C. Boundaries of Units. The boundaries of each Unit including garage space belonging thereto, are as follows:

- (1) **The upper boundary** is the horizontal plane of the undecorated finished ceiling including the first layer of drywall and extended to an intersection with the perimetrical boundaries;
- (2) **The lower boundary** is the horizontal plane of the undecorated finished floor extended to an intersection with the perimetrical boundaries;
- (3) **The perimetrical boundaries** are the vertical planes of the undecorated finished interior of the perimeter walls including the first layer of drywall and extending to intersections with each other and with the upper and lower boundaries.
- (4) **Surfaces included in Unit.** Each Unit shall include the inner surface of the finished walls, ceilings, and concrete floors. All windows, mouldings, window frames and doors, including all glass contained therein, shall be included as a part of a Unit.
- (5) **Garages.** Each Unit shall include space in a detached garage belonging to the Unit as shown on Exhibit B.
- (6) **Utility and structural components.** Each Unit has a separate electric heating and hot water system serving such Unit. All plumbing, heating, hot water and similar fixtures and components serving a single Unit are a part of such Unit. All such components, including electrical, plumbing, telephonic or cable TV lines and wiring which serves more than one Unit shall not be considered a part of a Unit, but shall be a part of the Common Elements.

SECTION FIVE

DESCRIPTION OF COMMON ELEMENTS

A. Common Elements. The Common Elements include the land and all other parts of the Condominium, made subject to this 2020 Restated Declaration, not contained within the Units. The Common Elements shall include, but not be limited to all walls, ceilings and floors other than those specifically contained in and included as a part of each Unit, all hallways, stairways, basements, attics, first floor utility closets, separate hot water system for basement wash basin and such basin, and grounds. Except as otherwise may be limited by this 2020 Restated Declaration, each Unit Owner shall have the right to the use and benefit from the Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence and such other incidental uses permitted by this 2020 Restated Declaration which rights shall be appurtenant to and run with his or her Unit. No Unit Owner shall have an interest in the use, benefit or ownership of any other Unit which may subsequently be erected unless such Unit is acquired by conveyance of fee simple or equitable title.

B. Limited Common Elements. Each Unit Owner shall be entitled to exclusive use of certain Common Elements identified on Exhibits B, C, and D, including specifically the following: all patios or balconies, including adjacent storage area, which are adjacent to the Unit as indicated on the drawings, contained in Exhibits C and D. In addition, each Unit Owner shall be entitled to the exclusive use of one basement storage enclosure as designated on Exhibit C and outdoor parking space designated for the exclusive use of each Unit as shown on Exhibit B. The manner of use of the Limited Common Elements shall be governed by this 2020 Restated Declaration, the Bylaws of and such rules and regulations as may

be established by, the Association of Unit Owners. No Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to this 2020 Restated Declaration, the Bylaws and rules and regulations.

SECTION SIX

PERCENTAGE INTERESTS APPURTENANT TO EACH UNIT

- A. Percentage Interest of Unit Owners.** Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements and, except as otherwise limited in this 2020 Restated Declaration, shall have the right to use and occupy the Common Elements and facilities and Limited Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this 2020 Restated Declaration, which rights shall be appurtenant to and run with his or her Unit. The percentage of such undivided interest in the Common Elements and Limited Common Elements relating to each Unit and its Owner for all purposes, including proportionate payment of Common Expenses and voting as a member of the Association of Unit Owners, shall be determined by dividing the number one (1) by the number eight (8).
- B. Conveyance or Encumbrance of Percentage Interest.** Any deed, mortgage or other instrument purporting to convey or encumber any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements even though such interest is not expressly described or referred to therein.

SECTION SEVEN

ASSOCIATION OF UNIT OWNERS

The Condominium shall be administered and operated by a nonprofit corporation known as Douglas Square Condos II, Inc. Owner's Association, Inc., herein referred to as the Association organized under Chapter 181 of the Wisconsin Statutes and the Act and in accordance with the Bylaws and rules and regulations of the Association.

A. Membership in Association. Every Unit Owner shall be a member of the Association.

B. Powers and responsibilities of Association. The affairs of this Condominium shall be governed by the Association. The powers and duties of the Association shall include those set forth in its Articles of Incorporation, Bylaws, the Condominium Ownership Act, this 2020 Restated Declaration and The Wisconsin Nonstock Corporation Law.

C. Voting Rights.

- (1) Number of Votes.** One vote shall appertain to each Unit. At any meeting of the members of the Association, each Unit Owner, either in person or by proxy, filed with the Secretary of the Association prior to such meeting, shall be entitled to cast the one vote appertaining to his or her respective Unit.
- (2) Multiple Owners.** If there are multiple owners of any Unit, it shall be necessary for those owners present at any meeting or voting by proxy to act unanimously with respect to the vote appertaining to their Unit in order for their vote to be counted. If less than all of the multiple owners of a Unit are present or vote by proxy at a meeting of the Association, such owners shall be entitled to cast the votes allocated to that Unit and unanimous agreement among the multiple owners shall be conclusively presumed unless any of the other multiple owners or a person holding a properly filed proxy files a statement with the Secretary of the Association stating that the vote is not unanimous among the multiple owners.
- (3) Limitations on Voting Rights.** No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until his or her name and current mailing address, and the name and address of the Mortgagee of his or her Unit, if any, has been furnished to the Secretary of the

Association. Any Unit Owner shall be prohibited from voting on any matter submitted to a vote of the Unit Owners of the Association if the Association has recorded a statement of Condominium lien on his or her Unit and the amount necessary to release the lien has not been paid at the time of voting.

SECTION EIGHT

USE OF THE UNITS AND COMMON ELEMENTS

- A. Partition of Common Elements and Facilities.** The Common Elements and facilities shall remain undivided; and no Owner shall bring any action for partition, except pursuant to the Act in the event of condemnation or material destruction of the Common Elements, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Condominium.
- B. Use of the Units.** Each Unit is intended to be used as the residence of the Owner or the family of the Owner. No use for commercial or other than residential purposes shall be permitted.
- C. Common Elements and Limited Common Elements.** The Common Elements and Limited Common Elements 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, their families, and social guests, subject to the provisions of this 2020 Restated Declaration, the Condominium Ownership Act, and the Bylaws of the Association. Limited Common Elements may be used only by the Unit Owners of the Unit to which their use is restricted and their family, and social guests.
- D. Nuisances.** No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is unlawful or annoying to residents or 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 fire or other hazard shall be allowed to exist. In order to protect against possible fire hazard no storage of any kind shall be allowed in attics whether they are a part of the Units or Common Elements.

E. Pets. Livestock, poultry, or other animals used or intended to be used for commercial purposes shall not be allowed or kept in any part of the Condominium. Dogs, cats, and other household pets may be kept by the Unit Owners in the living areas of their respective Units. All pets shall be carried or kept on a leash at all times when not in the Units. No pets shall be permitted to cause a nuisance or an unreasonable disturbance. Any pet causing such nuisance or disturbance to any other Unit Owner shall be permanently removed from the Unit at the order of the Board of Directors. All Unit Owners and occupants shall promptly and regularly clean up the excrement of their pets.

F. Signs. No Unit Owner or occupant shall erect any signs for any purpose whatsoever upon the exterior of any Condominium Property. No flags or other types of devices to promote open houses or inspections for the sale of Units shall be permitted to be erected upon any Common Elements.

G. Architectural Control. No Unit Owner or occupant shall make any structural addition, alteration or improvement in or to his or her Unit nor affix anything to the exterior of his or her Unit nor construct anything in the Limited Common Elements appurtenant to his or her Unit, nor decorate or install any wiring, television antennas, machines, air conditioning units, or any other equipment whatsoever on or to the balconies, decks or patios or through the walls, windows, doors, or roof without the prior written approval of the Board of Directors.

H. Leases. No Unit may be leased for any purpose.

- I. Parking and Storage of Vehicles.** Unit Owners and occupants are prohibited from parking or storing any vehicle, other than vehicles which may be licensed as automobiles in the State of Wisconsin or performing any repair work of any sort upon any type of vehicles, on any of the Common Elements or Limited Common Elements including outside parking areas, except in the case of any emergency.
- J. Maintenance of Units.** Each Unit Owner shall perform or cause to be performed all maintenance and repair work within and to his or her Unit which, if omitted, may affect other Condominium Property, and such Unit Owner shall be personally liable to the Association for any damages caused by his or her failure to do so. All such maintenance and repairs shall be the Unit Owner's expense. This section shall not pertain to repairs or reconstruction which is the responsibility of the Association pursuant to the provisions of Section Eleven.
- K. Laundry or Rubbish.** No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials. Trash, garbage, and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy, and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.
- L. Obstruction of Common Elements.** There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board.
- M. Compliance and Enforcement.** Each Owner or occupant of a Condominium Unit shall comply with the provisions of this 2020 Restated Declaration, the Bylaws, decisions and resolutions of the Association as lawfully amended from

time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages, or for injunctive relief. The Board of Directors of the Association is hereby granted authority to take such action to assure compliance with such provisions.

SECTION NINE

AGENT FOR SERVICE OF PROCESS

- A. Registered Agent.** Mary B. Kababik whose address is 4909 Scotts Way, Unit 202, Racine, Wisconsin, 53402, is hereby designated as the agent to receive service of process in any action against the Association or in any action which arises through any cause relating to the Common Elements.
- B. Change of Agent.** The Board of Directors of the Association may at any time by duly adopted resolution, designate a different agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of the registered agent and address with the Office of the Secretary of State as provided in The Wisconsin Nonstock Corporation Law.

SECTION TEN

INSURANCE

- A. Fire and Extended Coverage.** The Board of Directors of the Association shall obtain and maintain insurance coverage upon the buildings and all other improvements on or within the Condominium in an amount equal to the maximum insurable replacement value, with agreed amount and inflation guard endorsements if available, without deduction or allowance for depreciation, which amount shall be reviewed and adjusted at least annually by the Board of

Directors in order to insure that required coverage is at all times provided. The Insurance shall afford protection against loss or damage by fire, casualty and all other hazards covered by extended coverage endorsements generally required by responsible institutional lenders in the lending area in which the Condominium is located or as is required by an Agency as defined in Section Two Paragraph B. The insurance shall be provided by a responsible insurance company in a form generally acceptable to said lenders and Agencies and shall contain a standard mortgage clause. Such insurance policy shall hereafter be referred to as the Master Policy. Included under such insurance coverage, without limitation, shall be all buildings and improvements, all fixtures to the extent that they are a part of the Common Elements, the Limited Common Elements, all building service equipment and supplies, other common personal property belonging to the Association and all Units to the extent that such Units were initially improved and as conveyed by the Declarant to the initial purchasers, including the following: all plumbing, heating, hot water, and similar fixtures and components; all interior perimeter walls, ceilings and floors (including all tacked down or similarly attached carpeting) and all interior walls. The Master Policy shall not insure against loss to furniture, furnishings or other personal property or fixtures supplied or installed by the Unit Owners or to any improvements to any Unit which were made subsequent to the initial sale by Declarant. Unit Owners or their mortgagees or land contract vendors shall not be prohibited from carrying other or additional insurance for their own benefit provided that all policies shall contain waivers of subrogation as hereinafter set forth and the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance. The insurance shall be written on the Condominium in the name of the Association as trustee

for each of the Unit Owners and their Mortgagees as their interests may appear in the percentages established in this 2020 Restated Declaration. In the event required by a first Mortgagee or an Agency, insurance proceeds in excess of \$10,000 may be paid to an insurance trustee to be selected by the Board of Directors of the Association. Such insurance trustee shall hold such funds and disburse the same as required by the Board of Directors and in conjunction with the Act, the Bylaws and this 2020 Restated Declaration. Such insurance trustee shall be a Bank or Trust Company either federally chartered or licensed by the State of Wisconsin. To the extent available insurance policies shall provide, among other things, for the following: a recognition of any insurance trust agreement entered into by the Board of Directors; a waiver of the right of subrogation against Unit Owners individually and the Association, that the insurance will not be prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Owners collectively; that the policy is primary in the event the Unit Owner has other insurance covering the same loss and shall not be subject to cancellation without 30 days prior written notice to the Association and to each holder of a first mortgage on the Unit in the Condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. Unless not otherwise available, no insurance will be obtained where: under the terms of the insurance carriers charter, bylaws or policy, contribution or assessments may be made against Unit Owners, their Mortgagee or an Agency as heretofore defined or its designee; by the terms of the carriers charter, bylaws or policy, loss payments are contingent upon action by the carriers, Board of Directors, policy holders or members, or the policy includes any limiting clauses, other than insurance conditions, which could prevent an Owner, Mortgagee or Agency from collecting insurance proceeds. All premiums for such

insurance shall be Common Expenses. In the event of damage to, or destruction of, all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association as Trustee for each of the Unit Owners and their Mortgagees and distributed as provided in Section Ten.

B. Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain to the extent obtainable comprehensive general liability insurance coverage covering all of the Common Elements, Limited Common Elements, Units and public ways of and in the Condominium in an amount of at least \$300,000 per single occurrence and additional umbrella liability insurance policy in the amount of at least \$1,000,000. The Board of Directors shall review policy limits once each year to assure coverage in an amount equal to that generally acceptable to institutional lenders in the lending area in which the Condominium is located and to the Agencies as defined in Section Two Paragraph B. The insurance shall cover the Association, each member of the Board of Directors of the Association, the officers of the Association, any manager or managing agent, and each Unit Owner and shall also cover cross liability claims of one insured against another. To the extent available coverage shall include, without limitation: liability incurred by officers and directors in the performance of their duties; legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, Limited Common Elements and Units and, when required, Worker's Compensation Insurance. In the event it is required by an Agency as defined in Section Two Paragraph B such insurance shall further cover comprehensive automobile liability insurance upon automobiles owned or driven by or for the purposes of the Association; the Association employer's liability insurance; host liquor liability; contractual and all written contract

liability insurance pertaining to contracts to which the Association is a party, including liability arising out of lawsuits relating to employment to the extent available: contracts of the Association. The insurance coverage shall be written on the Condominium in the name of the Association as trustee for all of the insured. All premiums for such insurance shall be Common Expenses. All policies obtained by the Board of Directors shall provide that they shall not be cancelled or substantially modified, by any party, without at least 10 days prior notice to the Association and to each holder of the first mortgage on the Unit in the Condominium which is listed as a scheduled holder of the first mortgage in the insurance policy. Each Unit Owner has the right to insure his or her Unit for personal benefit, provided that such insurance coverage shall be excess coverage only and the insurance obtained by the Association, as herein required, shall at all times be primary coverage.

- C. Fidelity Bonds.** Fidelity Bonds shall be maintained by the Association for all officers, directors and employees of the Association or management agent employed by it, responsible for funds of or administered by the Association. The bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all Units plus reserve funds. Bonds shall be in the form and in an amount acceptable to an Agency, as defined in Section Two Paragraph B. The premiums on all bonds except those maintained by the Management Agent, shall be paid by the Owner's Association as a Common Expense.

D. Certification of Insurance. Each Unit Owner or Mortgagee shall be entitled to a certificate of insurance coverage as herein provided upon request made of the Secretary of the Association.

SECTION ELEVEN
RECONSTRUCTION, REPAIR OR SALE IN THE EVENT
OF DAMAGE OR DESTRUCTION

A. Determination to Reconstruct or Repair. If all, or any part, of the Common Elements and Limited Common Elements becomes damaged or is destroyed by any cause, the damaged Property shall be repaired or reconstructed except as herein specifically provided otherwise. If the cost to repair or reconstruct the damaged property is greater than the available insurance proceeds, the damaged property shall be repaired or reconstructed unless within 30 days of receipt of estimate of repair as provided under Paragraph D of this Section, the Unit Owners having 75 percent or more of the votes shall consent in writing not to repair or reconstruct the damaged property and thus subject the Condominium to partition pursuant to the terms of Section 703.18(b) of the Act.

B. Plans and Specifications. Any reconstruction or repair as provided for in Paragraph A hereof shall, as far as is practicable, be made in accordance with the maps, plans and specifications contained in the Condominium Instruments, unless the Board of Directors, with the written consent of 75 percent of the Unit holders shall authorize a variance, from the maps, plans and specifications. Additionally, in the event such variance shall materially alter or effect the basic structure or design of any Unit, the written consent of all of that Unit's Owners and its Mortgagees as scheduled with the Association, of the Units effected shall authorize a variance from such plans and specifications. In the event that a

variance is authorized as provided above from the maps, plans and specifications contained in the Condominium Instruments, an amendment to the Condominium Instruments shall be recorded by the Association setting forth such authorized variance.

C. Responsibility for Repair and Reconstruction. Unless, pursuant to the provisions of Paragraph A hereof, 75 percent of the Unit Owners have consented not to repair or reconstruct the Common Elements, it shall be the responsibility of the Association to repair or reconstruct the damaged Common Elements, and Limited Common Elements. It shall further be the responsibility of the Association to repair or reconstruct Units which are damaged as a result of a casualty insured against by a policy of insurance obtained and maintained by the Association pursuant to the provisions of Section Ten Paragraph A hereof to the extent that such damage is covered thereby and that insurance proceeds from such insurance is available. To the extent that such damage is not covered and/or such proceeds are insufficient to complete the repair or reconstruction of a Unit, it shall be the Unit Owner's responsibility to effect or complete such repair or reconstruction and the Association shall have no responsibility to repair, reconstruct or replace any improvements which were made to any Unit subsequent to the initial sale of the Unit by the Declarant or any personal property of any Unit Owner.

D. Estimates of Costs. Immediately after any Property is damaged or destroyed for which the Association has the responsibility of reconstruction and repair, the Board of Directors of the Association shall obtain a reliable and detailed estimate or estimates of the cost to rebuild or repair and upon approval thereof by such Board of Directors the Secretary of the Association shall forthwith mail such estimates to each Unit Owner and their scheduled Mortgagee.

E. Construction Fund. Insurance proceeds held by the Association or its designated insurance trustee as trustee pursuant to Paragraph A hereof shall first be disbursed for the repair or reconstruction of the Common Elements and shall next be disbursed for the repair or reconstruction of the insured portions of damaged Units.

F. Assessments for Deficiencies in Construction Fund. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair which are the responsibility of the Association to effect or if at any time during reconstruction or repair or upon completion of such reconstruction and repair they are found to be insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. Such assessments against Unit Owners for damage to their Units shall be in proportion to the cost of reconstruction and repair of their respective Units. All assessed funds shall be held and disbursed by the Association as Trustee for each of the Unit Owners and Mortgagees of Units involved.

G. Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction or repair of any Units for which the fund is established, such balance shall be proportionately distributed to the Unit Owners of such Units to the extent that such balance is due to an excess in assessment levied against such Unit Owners for the cost of reconstruction or repair to their respective Units. In all other cases in which there is a balance in a construction fund after payment of all costs of reconstruction or repair, such balance shall constitute a

Common Surplus and shall be held or distributed in the manner herein provided for such funds.

H. Partition and Sale upon Consent. If the Unit Owners and registered Mortgagees having 75 percent or more of the votes consent in writing to subject the Condominium to an action for partition, as provided in Paragraph A of this Section, the Association shall record with the Office of the Register of Deeds for Racine County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Property shall be subject to an action for partition, in which event the net proceeds of sale together with any net proceeds of the insurance on the Property shall be considered as one fund and shall be divided among the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Common Elements and shall be distributed in accordance with the priority of interest in the property.

SECTION TWELVE

MAINTENANCE AND ASSESSMENT

- A. Maintenance and Repairs.** The Association shall have the management and control of the Common Elements and shall maintain the same in good, clean and attractive order and repair. Expenses incurred in this regard shall be Common Expenses. Each Unit Owner shall be responsible for the maintenance and repair of his or her Unit, except for any repairs due to damage insured by the Association to the extent of such insurance coverage.
- B. General Assessments.** The Association shall from time to time at least annually levy general assessments against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid pursuant to the provisions of the Bylaws. Such general assessments shall be levied against the

Unit Owners in proportion to their percentage interest in the Common Elements. The amount of such assessments shall be determined by the Board of Directors and shall include funds for the establishment and maintenance of an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements. Assessments shall be paid monthly in advance pursuant to the provisions of the Bylaws.

C. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments against the Unit Owners for the purposes set forth in Section Eleven Paragraph F or for the purposes of defraying the cost of any improvement to the Common Elements, or for the purpose of balancing operational deficits of the Association, or for any other purpose for which the Association may determine a special assessment is necessary or appropriate. Special assessments shall be paid at such time or times in a lump sum or in installments as the Association may determine.

D. Common Surpluses. In the event that Common Surpluses should be accumulated, such Common Surpluses may be credited to the Unit Owner's assessments for Common Expenses in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

E. Utilities. Each Unit Owner shall pay for his or her own utilities which are separately metered and/or billed to the Unit Owner by the utility company serving the Unit. Any utility expenses pertaining to the Common Elements shall be Common Expenses.

F. Damage Due to Negligence Not Paid for by Insurance. If due to a negligent act or omission of a Unit Owner or a member of his or her household or household pet or an agent, employee, or guest of such Owner, damage is caused

to the Common Elements, such Unit Owner shall be liable to the Association for such damage and shall be specially assessed by the Association for the costs of repair to or reconstruction of the Common Elements on account of such damage, except that such Unit Owner shall not be liable for the cost of repair or reconstruction which is paid for under a policy of insurance held by the Association.

G. Liability for Assessments. A Unit Owner shall be liable for all general and special assessments, or installments thereof, coming due while owning a Unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the Common Expenses up to the time of the voluntary grant for which a statement of Condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

H. Assessments Constitute Lien. All general and special assessments, until paid, together with interest on them and actual costs of collection, constitute a lien on the Units on which they are assessed, if a statement of lien is filed within 2 years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the 2-year period it is filed pursuant to the provisions of the Condominium Ownership Act.

I. Statement. Any grantee of a Unit is entitled to a statement from the Association or executive board, setting forth the amount of unpaid assessments against the Grantor and the Grantee is not liable for, nor shall the Unit conveyed be subject to a lien which is not filed for any unpaid assessment against the Grantor in

excess of the amount set forth in the statement. If an Association or the Board of Directors does not provide such a statement within 10 business days after the Grantee's request, they are barred from claiming under any lien which is not filed prior to the request for the statement against the grantee or Mortgagee.

J. Priority of Lien. All sums assessed by the Association but unpaid for the share of the Common Expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements appurtenant thereto prior to all other liens except:

(1) Liens of general and special taxes.

(2) All sums unpaid on a first mortgage recorded prior to the making of the assessment.

(3) Mechanic's liens filed prior to the making of the assessment.

(4) All sums unpaid on any mortgage loan made to eligible veterans under the provisions of Section 45.80 of the Wisconsin Statutes (1977).

K. Interest on Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the option of the Association, from the date when due until paid at a rate not exceeding the highest rate permitted by law.

L. Enforcement of Lien. A lien may be enforced and foreclosed by the Association, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in this state. The Association may recover costs and actual attorney's fees. The Association may bid on the Unit at a foreclosure sale and acquire, hold, mortgage and convey the Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. Suit for any deficiency following foreclosure may be maintained in the same proceeding. No action may be brought to foreclose the lien unless brought within 3 years following the recording of the statement of Condominium lien. No action may be brought to

foreclose the lien except after 10 days 1 prior written notice to the Unit Owner given by registered mail, return receipt requested, to the address of the Unit Owner shown on the books of the Association.

SECTION THIRTEEN

RIGHTS AND EASEMENTS

- A. Easements for Utilities and Access.** Each Unit Owner shall have an easement for utility purposes over, under, along and on any part of the Common Elements. Each Unit Owner shall have an easement for ingress and egress upon and across the Common Elements to his or her Unit. All easements shall run with the land subject to any Bylaws established by the Association but in no event shall any provisions of the Bylaws restrict an Owner's right to egress or ingress.
- B. Encroachments.** In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements and facilities or Limited Common Elements or any portion of any Unit encroaches upon part of any other Unit, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such Units so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owner or Owners of the Common Elements or facilities, or Limited Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.
- C. Construction of Improvements.** During any period of construction or other improvements on Condominium by the Association, Association and its

contractors and subcontractors and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation or construction of utilities, driveways, parking areas, landscaping and other improvements over, under or upon Common Elements to service all or any part of the Condominium.

D. Easement for Making Repairs. The Association shall have an easement over and upon the Common Elements for the purpose of making repairs required pursuant to this 2020 Restated Declaration and a reasonable right of entry upon Unit premises to effect emergency repairs and such other repairs, improvements, maintenance or replacements which are reasonably deemed necessary.

SECTION FOURTEEN

AMENDMENT

This 2020 Restated Declaration may be amended with the written consent of not less than 75 percent of the Unit Owners.

SECTION FIFTEEN

ADDITIONAL RIGHTS OF FIRST MORTGAGE LENDERS

Any holder of a mortgage upon a Unit may notify the Association in writing, delivered or mailed by certified mail to the Registered Agent of the Association of its status as lender and that it desires to receive notice of the matters hereinafter set forth. Such lenders and other scheduled Mortgagees shall then be entitled to receive notice of the following matters: any proposed amendment of the 2020 Restated Declaration and of the Bylaws, at least 10 days prior to the adoption of such amendment; any proposed termination of the Condominium at least 10 days prior to such termination; any Condominium loss or any casualty loss which affects a material portion of the

Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by a scheduled Mortgagee; any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage or land contract where such delinquency has continued for a period of 30 days; and any lapse, cancellation or material modification of any insurance policies maintained by the Owner's Association as set forth in this 2020 Restated Declaration. Notwithstanding any provisions of this 2020 Restated Declaration or the Bylaws to the contrary, except as is provided by Statute in the case of condemnation or substantial loss to the Units and Common Elements, unless at least two-thirds (2/3) of the first Mortgagees (based upon one vote for each first mortgage owned), of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium Project;
- (2) change the pro rata interest or obligations of any individual condominium unit for the purpose of:
 - (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (b) determining the pro rata share of ownership of each Condominium unit in the Common Elements, and
 - (c) determining voting rights and percentages appurtenant to each Unit.
- (3) partition or subdivide any Condominium Unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium Project shall not be deemed a transfer within the meaning of this clause;

- (5) 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;
- (6) amend the 2020 Restated Declaration or Bylaws regarding the following:
- (a) the imposition of a lien for unpaid assessments and the priority thereof;
 - (b) insurance requirements and fidelity bonds;
 - (c) rights to use the Common Elements;
 - (d) to permit the contraction of the Condominium or withdrawal from the
Condominium of any portion of the Common Elements, the Limited
Common Elements or a whole or any part of a Unit;
 - (e) responsibility for maintenance and repair of the components comprising
the Condominium;
 - (f) the boundaries of any Unit except as to such change as may be
necessitated in the event a prospective Unit Owner should elect to have a
fireplace comprise a part of a Unit where such fireplace is not presently
shown on the exhibits describing the Unit;
 - (g) the interests in the Common Elements or Limited Common Elements and
the convertibility of Units into Common Elements and of Common
Elements into Units;
 - (h) imposition of any right of first refusal or similar restriction on the right of
a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the
Condominium;
 - (i) establishment of self-management by the Condominium Association in
the event professional management may be at any time required by any of
the Agencies as defined in Section Two Paragraph B; and
 - (j) provisions expressly protecting the interest of mortgagees including this
Section of the 2020 Restated Declaration.
- (7) Authorize a change in the maps, plans, and specifications of the
Condominium pursuant to the provisions of Section Eleven Paragraph B.

SECTION SIXTEEN

ARBITRATION OF DISPUTES

It being the policy of the State of Wisconsin to foster arbitration as an alternative to court litigation and it being clear that anticipatory provisions for settlement of disputes is favored and has the approval of the courts of the State of Wisconsin, it is hereby required that all disputes arising among the Unit Owners, the Association, a director or officer of the Association or manager which involved interpretation of the Restated Declaration for Douglas Square Condos II, Inc., the organization and administration of the Association, the interpretation or implementation of the Bylaws of said Association, the interpretation or implementation of any management agreement, the discharging of the duties of said Association by its directors, officers or agents [including development managers] which cannot be resolved between the Unit Owner and any other parties shall be referred to the American Arbitration Association for arbitration. The findings of the American Arbitration Association shall be binding upon all parties to any dispute. The litigation of any such disputes in court are hereby prohibited except in the case of any litigation which arises subsequent to dispute arbitration.

SECTION SEVENTEEN

MISCELLANEOUS CLAUSES

- A. Authority to Delegate Management Authority and Duties.** The Association may delegate to a manager or managing agent its management responsibilities required hereunder or pursuant to the terms of the Bylaws provided that any management contract provides for termination without cause upon 90 days' notice by either party, and shall not extend for a term in excess of 3 years.

- B. No Waiver of Rights.** The failure at any time of the Association or any Unit Owner to enforce any provisions of this 2020 Restated Declaration or the Bylaws of the Association shall not constitute a waiver of the right to do so thereafter.
- C. Severability and Interpretation.** This 2020 Restated Declaration shall be interpreted to comply with the Act. The invalidity of any provision of this 2020 Restated Declaration or any part of the same shall not impair or effect in any manner the validity, enforceability or effect of the remaining provisions of this 2020 Restated Declaration.
- D. Notices.** Except as provided in Section Fifteen, all notices and other documents required to be given by this 2020 Restated Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon the Association shall be given to the Agent specified for receipt of process herein. All Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file.
- E. 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.
- F. Captions.** The captions and section headings herein are inserted only as matters of convenience and for reference and in no way defines nor limits the scope or intent of the various provisions hereof.

DOUGLAS SQUARE CONDOS II, INC.

By: 
Constantine Stathatos
President of Association

ATTEST:

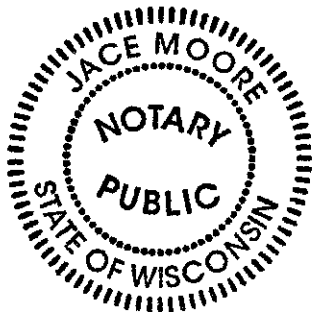
Mary B. Kababik
Secretary of Association

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me, this 28 day of September, 2020, Constantine Stathatos, President and Mary B. Kababik, Secretary of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

Notary Public, Racine, Wisconsin
My Commission



STATE OF WISCONSIN } SS
COUNTY OF RACINE }
Subscribed and Sworn to before me this 28
day of September, 2020.

Notary Public
My commission expires
12-14-22

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**BYLAWS OF
DOUGLAS SQUARE CONDOS II, INC.**

ARTICLE I.

NAME AND ADDRESS

SECTION ONE Name. The name of this corporation shall be Douglas Square Condos II, Inc. (hereinafter "Association").

SECTION TWO Address. The principal office and mailing address of the Association shall be that of the registered agent of Douglas Square Condos II, Inc., on file with the Office of the Secretary of State as provided in The Wisconsin Nonstock Corporation Law.

ARTICLE II.

DEFINITIONS

The following definitions shall apply to these Bylaws:

- (a) Association refers to Douglas Square Condos II, Inc., a Wisconsin nonstock corporation organized and existing under the laws of the State of Wisconsin and having its principal place of business in Racine, Wisconsin.
- (b) Common Elements mean all of the Condominium except its Units.
- (c) Common Expenses and Common Surpluses mean the expenses and surpluses of the Association.
- (d) Condominium means Property made subject to the 2020 Restated Declaration.
- (e) Condominium Ownership Act refers to Chapter 703 of the Wisconsin Statutes, as amended from time to time.
- (f) Condominium Plat means the survey maps and floor plans of the Condominium as originally recorded and as amended from time to time.
- (g) Declaration means the 2020 Restated Declaration of Condominium for Douglas Square Condos II, Inc. as may be amended from time to time.
- (h) Limited Common Elements mean those Common Elements identified in the 2020 Restated Declaration or in the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.

- (i) Mortgagee means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.
- (j) Person means an individual, corporation, partnership, association, trustee or other legal entity.
- (k) Property means unimproved land, land together with improvements on it or improvements without the underlying land.
- (l) Unit means that part of the Condominium intended for independent residential use as described in the 2020 Restated Declaration.
- (m) Unit Owner means a person, combination of persons, partnership or corporation who holds legal title to a Unit or has equitable ownership as a land contract vendee.
- (n) The Wisconsin Nonstock Corporation Law refers to Chapter 181, Wisconsin Statutes (1977) as amended from time to time.
- (o) Agency means the Federal Housing Administration (FHA), the Department of Housing and Urban Development (HUD), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC) and the Veterans Administration (VA), which guarantees, insures or holds a first mortgage upon the Condominium or a Unit thereof.

ARTICLE III.

MEMBERSHIP

SECTION ONE **Membership.** The membership of this Association shall at all times consist exclusively of all of the Unit Owners of the Condominium.

SECTION TWO **Commencement and Termination.** Membership shall immediately commence upon acquisition of any ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. Upon the death of a Unit Owner, if his or her ownership interest passes to his or her personal representative or to a trustee, such personal representative or trustee shall be a member of the Association.

SECTION THREE **Withdrawal or Expulsion.** No Unit Owner may voluntarily withdraw from or be expelled from membership in the Association.

SECTION FOUR **Membership Certificates.** Membership certificates shall not be issued.

ARTICLE IV.

PURPOSE

The Association shall be administered as a nonstock, nonprofit corporation organized under The Wisconsin Nonstock Corporation Law to serve as the "Association of Unit Owners" for the Condominium according to the provisions of the Condominium Ownership Act, the 2020 Restated Declaration and these Bylaws. No part of the net income of the Association shall inure to the benefit of any Unit Owner other than through the acquisition, construction, management, maintenance and care of the Common Elements and other than by a rebate of excess assessments.

ARTICLE V.

VOTING BY MEMBERS

SECTION ONE Number of Votes. One and only one vote in the affairs of the Association shall appertain to each Unit of the Condominium.

SECTION TWO Proxies. At all meetings of the Unit Owners, each vote may be cast by a Unit Owner in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to such meeting. Every proxy shall be revocable and in any event shall cease upon conveyance of the Unit to which it appertains.

SECTION THREE Multiple Owners. If there are multiple owners of any Unit, it shall be necessary for those owners present at any meeting or voting by proxy to act unanimously with respect to the vote appertaining to their Unit in order for their vote to be counted. If less than all of multiple owners of a Unit are present or votes by proxy at a meeting of the members of the Association, such owners shall be entitled to cast the votes allocated to that Unit and unanimous agreement among the multiple owners shall be conclusively presumed unless any of the other multiple owners files a statement with the Secretary of the Association stating that the vote is not unanimous among the multiple owners.

SECTION FOUR Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until his or her name and current mailing address and the name and mailing address of the Mortgagee of his or her Unit, if any, has been furnished to the Secretary of the Association. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of Condominium lien on his or her Unit and the amount necessary to release the lien has not been paid at the time of the voting.

SECTION FIVE Quorum. Fifty-one percent of the total votes of the Association shall be required for and shall constitute a quorum at all meetings of the Unit Owners for

the transaction of business.

SECTION SIX **Vote Required to Transact Business.** When a quorum is present at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the 2020 Restated Declaration, the Articles of Incorporation, the Condominium Ownership Act, The Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

ARTICLE VI.

MEETINGS OF MEMBERS

SECTION ONE **Place.** All meetings of the Unit Owners shall be held at a place in Racine County, Wisconsin, which shall be stated in the notice of the meeting.

SECTION TWO **Annual Meeting.** An annual meeting of the Unit Owners shall be held in the month of March.

SECTION THREE **Special Meetings.** Special meetings of the Unit Owners may be called at any time by the President of the Association and shall be called by the President or Secretary at the written request of Unit Owners holding 25 percent or more of the votes. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

SECTION FOUR **Notice of Meetings.** No annual or special meeting of the Unit Owners may be held except upon at least five days prior written notice delivered or mailed by the Secretary to each Unit Owner at the address shown on the Association's current roster. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of any meeting may be dispensed with if all Unit Owners sign a waiver of notice of such meeting.

SECTION FIVE **Adjourned Meetings.** If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

SECTION SIX **Duties of Officers at Meetings.** The President shall preside at all meetings of the Unit Owners, and in his or her absence, the Vice President shall preside. The Secretary shall take the minutes of the meeting and shall keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the

Secretary.

SECTION SEVEN Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Unit Owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and approval of minutes of the previous meeting.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of officers.
- (g) Reports of committees (if appropriate).
- (h) Election of directors (if appropriate).
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

SECTION EIGHT Action Without a Meeting. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Condominium Ownership Act, The Wisconsin Nonstock Corporation Law, the 2020 Restated Declaration, the Articles of Incorporation or these Bylaws, the meeting may be dispensed with if all Unit Owners who would have been entitled to vote upon the action of such meeting if such meeting were held, consent in writing to such action being taken.

ARTICLE VII.

BOARD OF DIRECTORS

SECTION ONE Number and Membership in Association. The affairs of the Association shall be managed by a Board of Directors composed of three directors. Not more than one of the directors on the Board of Directors may be a nonmember of the Association.

SECTION TWO Term of Office. Unit Owners shall elect all three directors on the Board of Directors. Each director shall be elected at the annual meeting of the Unit Owners to serve for a term of one year or until his or her successor shall be elected and shall qualify.

SECTION THREE Election of Directors. Nominations for election to the Board of Directors shall be made from the floor by the Unit Owners at the annual meeting. Election to the Board of Directors shall be by secret written ballot. At such election, each Unit Owner, or his or her proxy, shall be entitled to cast one vote for each director on the Board of Directors. The persons receiving the largest number of votes shall be elected.

SECTION FOUR Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification or removal from office, the remaining

directors shall choose a successor at a special meeting called for that purpose. Such successor shall hold office during the remaining portion of the terms of the vacated office.

SECTION FIVE Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners present at a special meeting called for that purpose.

SECTION SIX Compensation. No director shall receive compensation for his or her services as director of the Association, except that such director shall be reimbursed for his or her out-of-pocket expenses incurred in the performance of his or her duties.

ARTICLE VIII.

MEETINGS OF THE BOARD OF DIRECTORS

SECTION ONE Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the members of the Association at the same place as the members' meeting or at such place as the Board of Directors may vote to adjourn the meeting.

SECTION TWO Special Meetings. Special meetings of the Board of Directors may be called at any time by the President and shall be called by the President or Secretary at the request of any director on the Board of Directors. Meetings shall be held in Racine County, Wisconsin. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

SECTION THREE Notice of Special Meeting. No special meeting of the Board of Directors may be held except upon at least three days prior written notice delivered or mailed by the Secretary to each member of the Board of Directors. Such notice shall specify the place, day and hour of the meeting of the Board of Directors, and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

SECTION FOUR Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Condominium Ownership Act, The Wisconsin Nonstock Corporation Law, the 2020 Restated Declaration, the Articles of Incorporation or these Bylaws, every act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called.

SECTION FIVE Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of directors.
- (c) Proof of notice of meeting.
- (d) Reading and approval of minutes of the previous meeting.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of officers.
- (g) Reports of committees (if appropriate).
- (h) Election of officers (if appropriate).
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

SECTION SIX Action Without a Meeting. The Board of Directors shall have the right to take any action in the ' absence of a meeting which they are required or permitted to take at a meeting by obtaining the written approval of all of the directors, and any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE IX.

POWERS AND DUTIES OF BOARD OF DIRECTORS

SECTION ONE Powers and Duties. All of the powers and duties of the Association under the 2020 Restated Declaration, the Articles of Incorporation, these Bylaws, the Condominium Ownership Act and The Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of the Unit Owners. Such powers and duties include, but are not limited to, the power or duty to:

- (a) Adopt budgets for revenues, expenditures and reserves.
- (b) Levy and collect general and special assessments against Unit Owners, and disburse any funds in connection with the exercise of its powers and the performance of its duties.
- (c) Manage, maintain, repair, replace, improve and operate the Common Elements.
- (d) Hire and supervise any manager, managing agent, agent, employee, attorney, accountant, architect, surveyor, building contractor, or any other independent contractor whose services the Board of Directors determine are necessary or appropriate.
- (e) Sue on behalf of all Unit Owners.
- (f) Make contracts and incur liabilities on behalf of the Association.
- (g) Purchase, take, receive, rent or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium.

- (h) Sell, convey, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any, interest in real or personal property, including any Unit of the Condominium.
- (i) Adopt and amend rules and regulations governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any Person upon or with regard to Condominium Property, including the imposition of charges for the use of Common Elements and penalties for the infraction of rules and regulations of the Association.
- (j) Insure the Condominium Property against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the 2020 Restated Declaration and to purchase such other insurance as the Board of Directors may deem advisable.
- (k) Keep all of the books and records and prepare reports of all transactions of the Association.
- (l) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate.

SECTION TWO Limitations on Power. No single improvement repair, purchase, or other expenditure which will cost the Association in excess of \$1,000 shall be made by the Board of Directors, and no single indebtedness in excess of \$1,000 shall be incurred by the Board of Directors, unless the same shall have been approved by a majority of votes of the Unit Owners voting at any special meeting called for that purpose. Any such improvement, repair, purchase, or other expenditure or any such indebtedness which shall be approved by a majority of the votes of the Unit Owners shall constitute a Common Expense, and all Unit Owners shall be assessed to defray such Common Expense in proportion to his or her percentage interest in the Common Elements. Any improvements, repairs, purchases, or other expenditures costing \$1,000 or less may be undertaken, and any single indebtedness of \$1,000 or less may be incurred, by the Board of Directors without the prior approval of the Unit Owners, and the cost thereof shall constitute a Common Expense. This Section shall not apply to any improvements, repairs, purchases or other expenditures which are paid for under any policy of insurance held by the Association.

SECTION THREE Manager. The Board of Directors may hire a manager or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties contained in this Article.

ARTICLE X.

OFFICERS AND THEIR DUTIES

SECTION ONE Officers. The principal officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors. Any two offices, except a combination of the offices of President and Secretary or President and Vice President, may be held by the same person.

SECTION TWO Election of Officers. The officers shall be elected annually by the Board of Directors at its regular meeting.

SECTION THREE Term. The officers of the Association shall each hold office for one year unless he or she shall sooner resign or be removed or otherwise be disqualified to serve.

SECTION FOUR Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

SECTION FIVE Resignation and Removal. Any officers may be removed from office, with or without cause, by a majority vote of the Board. Any officer may at any time resign by giving Written notice to the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION SIX Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

SECTION SEVEN Duties. The duties of the officers are as follows:

- (a) President. The President shall preside at all meetings of the members of the Association and all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all mortgages, deeds, contracts, checks, promissory notes and other written instruments on behalf of the Association; shall have general management authority over the business of the Association; and shall supervise and direct all other officers of the Association.
- (b) Vice President. The Vice President shall act in the place of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; shall serve notices of meetings of the Board of Directors and meetings of the Unit Owners; shall keep all books and records of the Association other than books of account, including the current roster of the names and mailing addresses of all Unit Owners and their Mortgagees; and shall perform such other duties incident to the office of Secretary as may be required by the Board of Directors.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the President or by the Board of Directors; shall keep complete and accurate books of account; and shall prepare the projected annual operating budget and the annual report of the business transacted by the Association each year for presentation to the Board of Directors.

SECTION EIGHT Compensation. No officer shall receive compensation for his or her services as officer of the Association, except that such officer shall be reimbursed for his or her out-of-pocket expenses incurred in the performance of his or her duties.

SECTION NINE Fidelity Bonds. The Board of Directors shall require that any officers, agents or employees of the Association handling or responsible for Association funds

shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE XI.

BOOKS AND RECORDS

SECTION ONE Inspection. The books, records, minutes, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner, Mortgagee or Agency as defined in Article II, Section One. The 2020 Restated Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Unit Owner, Mortgagee or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

SECTION TWO Current Roster. Each Unit Owner shall promptly notify the Secretary of his or her acquisition of an ownership interest in any Unit together with his or her current mailing address, shall promptly notify the Secretary of any change in his or her name or address, and shall notify the Secretary of the transfer of his or her ownership interest. Any Unit Owner who mortgages his or her Unit or any interest therein shall notify the Secretary of the name and mailing address of his or her Mortgagee and shall also notify the Secretary when such mortgage has been released. The Secretary shall maintain all such information in the current roster of the Association.

SECTION THREE Audits. The accounts and records of the Association shall be audited at least once every other year by qualified auditors except, upon written request of an Agency as defined in Article II, Section One (o), the Board of Directors shall prepare and furnish an audited financial statement of the Association for the immediately preceding fiscal year. The cost of such audits shall be paid by the Association and treated as a Common Expense.

ARTICLE XII.

BUDGET, ASSESSMENTS AND ANNUAL REPORT

SECTION ONE Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

SECTION TWO Budget and Levying of General Assessments. In December of each year, the Board of Directors shall adopt a projected operating budget for the Association for the coming year. Based on the projected annual operating budget, the Board of Directors shall levy general assessments against the Unit Owners in proportion to their percentage interests in the Common Elements. On or before the last day of December of each year, the Secretary shall mail or deliver a copy of the projected annual operating budget and a statement of assessment for the coming year to each Unit Owner.

SECTION THREE Payment of General Assessments. General assessments shall be payable to the Association in twelve equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered

to the principal office of the Association.

SECTION FOUR Special Assessments. Special assessments may, from time to time, be levied against Unit Owners by the Board of Directors for any of the reasons enumerated in the 2020 Restated Declaration. All special assessments shall be due and payable upon the date designated by the Board of Directors.

SECTION FIVE Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the then prevailing highest rate of interest permitted by law. The Association may bring an action for money damages against the Unit Owner personally obligated to pay any delinquent assessment or may foreclose any lien filed by the Association against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or her Unit. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION SIX Annual Report. The Board of Directors shall, each January, prepare a full and clear annual report of all business transacted by the Association during the previous calendar year, including a report of the Common Expenses, Common Surpluses and assessments collected from each Unit Owner during the year. Copies of the annual report shall be mailed or delivered to each Unit Owner at any time prior to the annual meeting.

ARTICLE XIII.

RULES AND REGULATIONS ON USE OF CONDOMINIUM

SECTION ONE Occupancy. Occupancy of any Unit as a residence shall be limited to a maximum of two persons. Overnight occupancy by social guests for a duration of not more than two weeks shall not be included in' such limitation.

SECTION TWO Use of Common Elements. The Common Elements shall be used only for the purpose for which they are intended. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

SECTION THREE Access for Maintenance of Common Elements. Each Unit Owner or occupant of a Unit shall grant the manager, or any other Person authorized by the Board of Directors, the right of entry to his or her Unit upon reasonable notice at reasonable hours for maintenance and repairs related to the Common Elements, whether such Unit Owner is present at the time of entry or not. In case of an emergency, such right of entry shall be immediate.

SECTION FOUR Obedience to Laws and Rules. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by any governmental body or agency having jurisdiction to pass laws, ordinances, or regulations pertaining to the Condominium, its grounds and the use thereof.

SECTION FIVE Clotheslines and Hanging Articles. No outdoor clotheslines shall be erected and nothing shall be hung or exposed on any part of the Common Elements that

will detract from the neat and orderly, appearance of the Common Elements.

SECTION SIX Moving. Unit Owners or occupants shall meet with the manager, or other person designated by the Board of Directors, to schedule a date and time for moving furniture or household effects into or out of any building. Any item too large for easy carriage shall be moved only by professional movers. Furniture or other household effects shall only be moved in and out of buildings between the hours of 8 a.m. and 9 p.m.

SECTION SEVEN Noise. Residents shall exercise extreme care in causing noise from the use of TV sets, radios, stereos, pianos, organs, etc. which noise may disturb other residents.

SECTION EIGHT Additional Rules and Regulations. The Board of Directors may amend or repeal the rules and regulations contained in this Article and may adopt additional rules and regulations concerning the use, maintenance, and operation of the Condominium. Rules and regulations may also be adopted, amended or repealed by the Unit Owners having 67 percent or more of the votes of the Association. Rules and regulations which are amended, adopted or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board of Directors.

ARTICLE XIV.

GENERAL PROVISIONS

SECTION ONE Seal. The Association shall have no corporate seal.

SECTION TWO Default. It shall be the responsibility of each Unit Owner to see to it that the members of his or her household, and his or her employees, agents, and guests abide by the provisions of the 2020 Restated Declaration, these Bylaws, and the Condominium Ownership Act. In the event of a violation of any provision of the 2020 Restated Declaration, the Bylaws or the Condominium Ownership Act, which violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action, to correct that violation. In the event that the Association takes legal action against any Unit Owner or occupant of a Unit which results in a judgment in favor of the Association the defendant in such action shall pay the Association's costs and actual attorney's fees.

SECTION THREE Interpretation. These Bylaws are subject to all provisions of the 2020 Restated Declaration, the Articles of Incorporation, the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law, which shall control in the case of any conflict. In the event that any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

ARTICLE XV.

AMENDMENT

Amendment. Except as otherwise provided in Article XIII Section Eight, these Bylaws may be amended only with the assent of 67 percent or more of the votes of the Unit Owners present or represented by proxy at any annual meeting or special meeting called for that purpose. Notice of any meeting at which an amendment to these Bylaws shall be considered by the Association shall be mailed or delivered to the Mortgagees of all Units at the mailing address shown on the Association's current roster. The notice of any such meeting mailed or delivered to Unit Owners and Mortgagees shall set forth a statement of the nature of all proposed amendments.

The foregoing Bylaws of Douglas Square Condos II, Inc. are hereby adopted by all of the members of the Board of Directors of Douglas Square Condos II, Inc. Association, Inc., as of this 21st day of September, 2020.



Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation: Douglas Square Condos II, Inc.

Principal Office

Mailing Address: 4909 Scotts Way, Unit 202

City: Racine

State: WI

Zip Code: 53402

Registered Agent

Registered Agent Individual: Mary Kababik

Name of Entity:

Street Address: 4909 Scotts Way, Unit 202

City: Racine

State: WI

Zip Code: 53402

Select Statement

Select one statement: The corporation will have members

Is this corporation authorized to make distributions under the statute?: Yes

This document was drafted by: Edward J. Bruner, Jr.

Incorporator

Name: Mary Kababik

Street Address: 4909 Scotts Way, Unit 202

City: Racine

State: WI

Zip Code: 53402

Incorporator Signature

I understand that checking this box constitutes a legal signature: Yes

Incorporator Signature: Mary Kababik

Optional Articles

The purpose(s) for which the corporation is incorporated: Condo Association

Delayed Effective date:

Directors

Optional Contact Information

Name:

Address:

City:

State:

Zip Code:

Phone Number:

Email Address: sammysgirlm@yahoo.com

Endorsement

FILED

Received Date: 03/08/2019

EXHIBIT B

SCOTTS

WAY

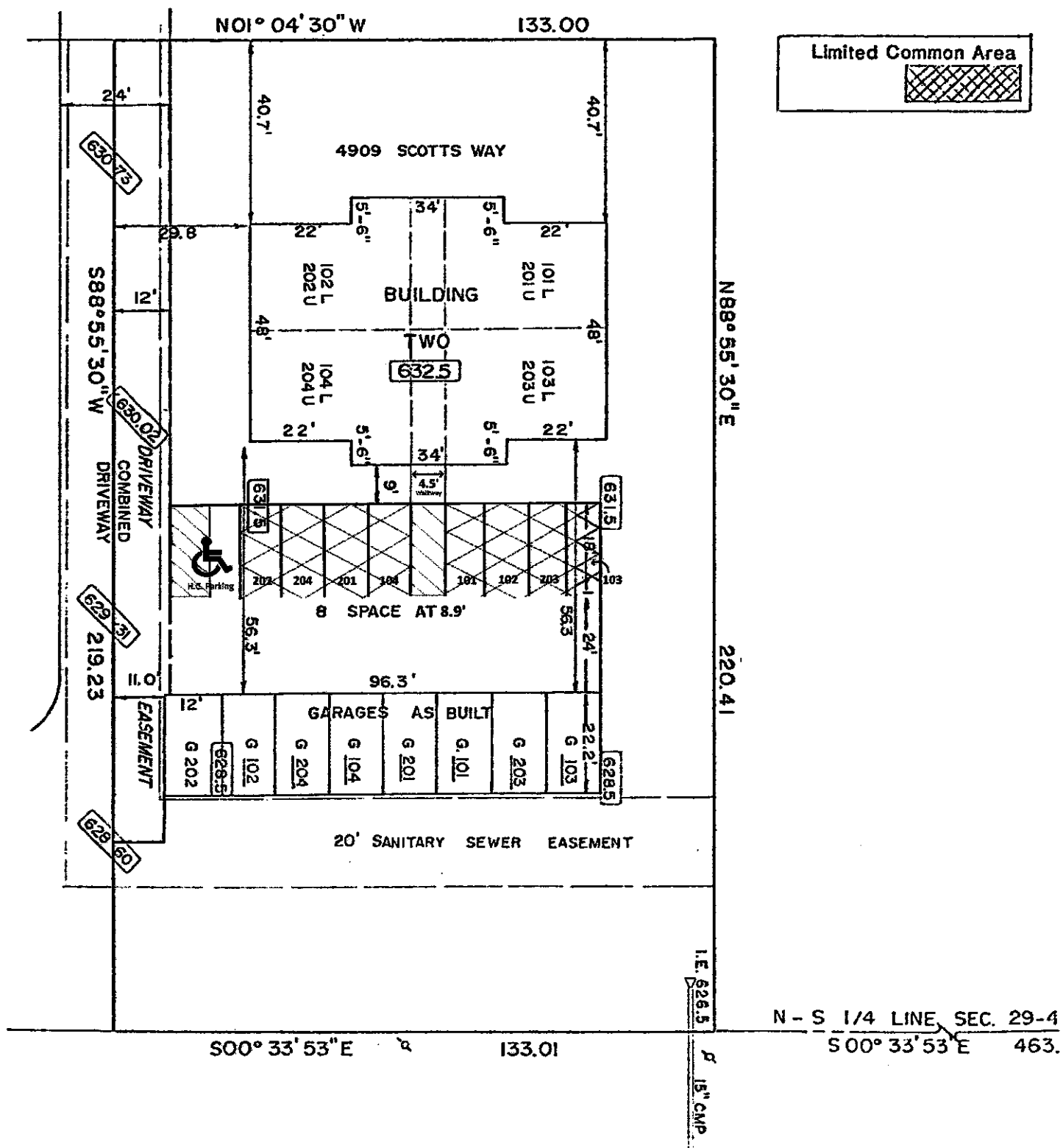
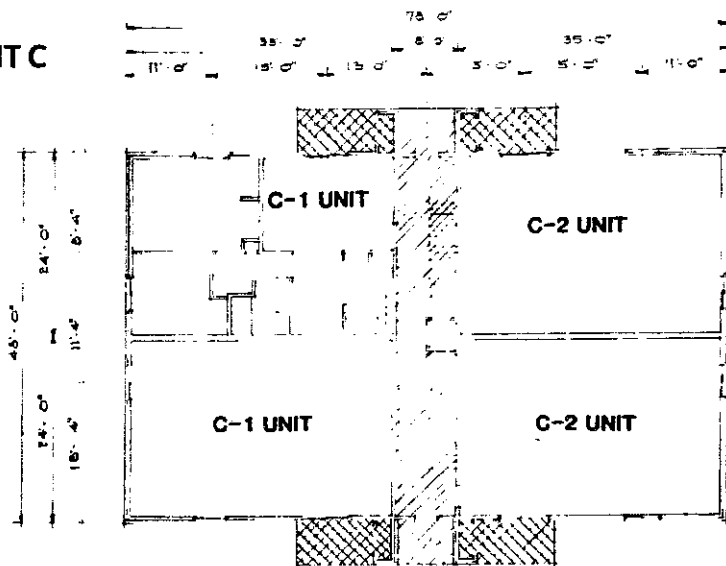
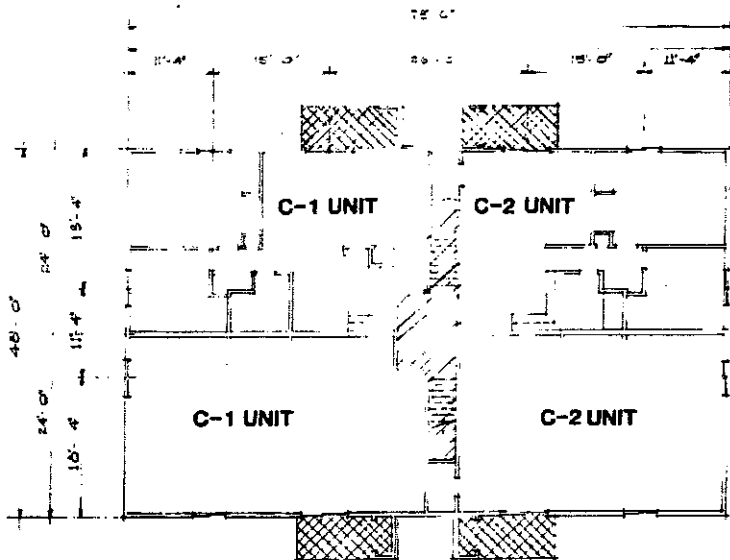


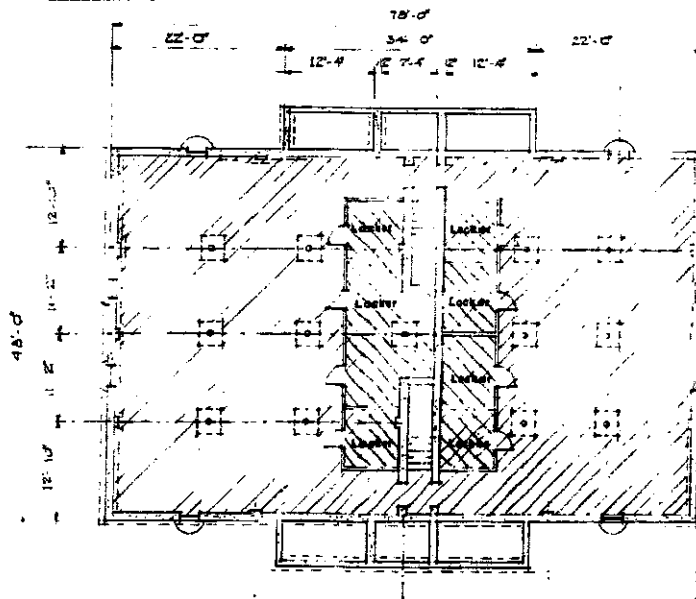
EXHIBIT C



FIRST FLOOR PLAN



SECOND FLOOR PLAN



BASEMENT PLAN

DOUGLAS SQUARE CONDOMINIUMS
Village of Caledonia Wisconsin 53402

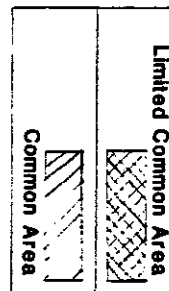
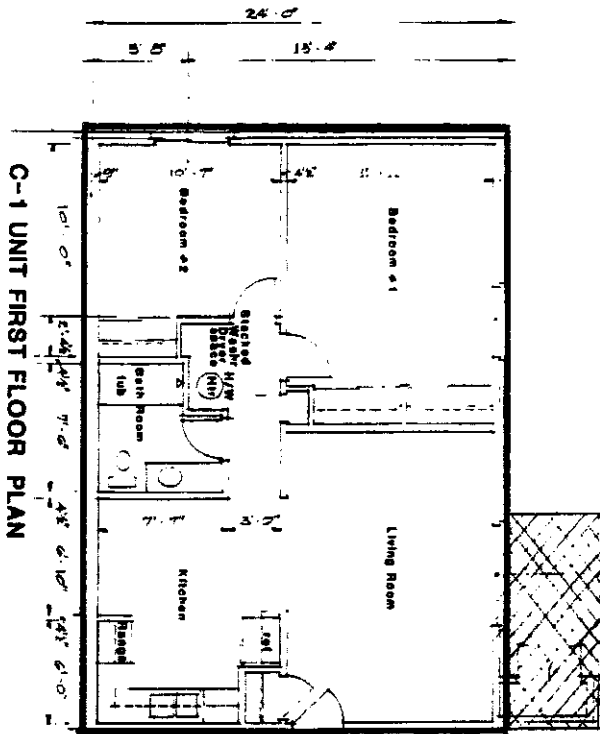
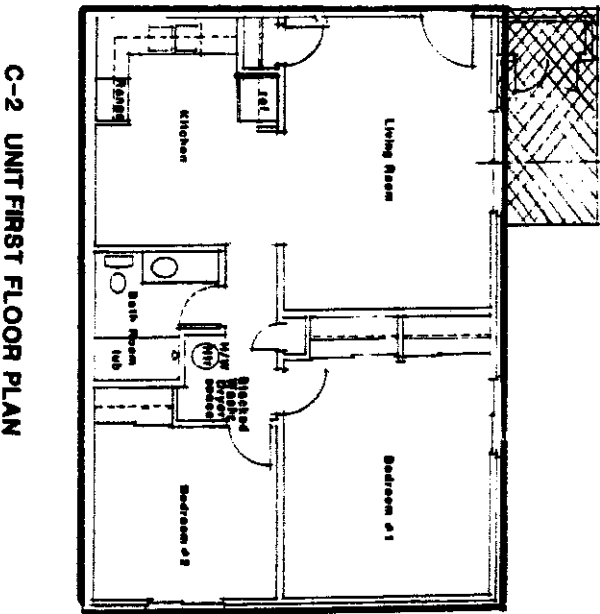


EXHIBIT D

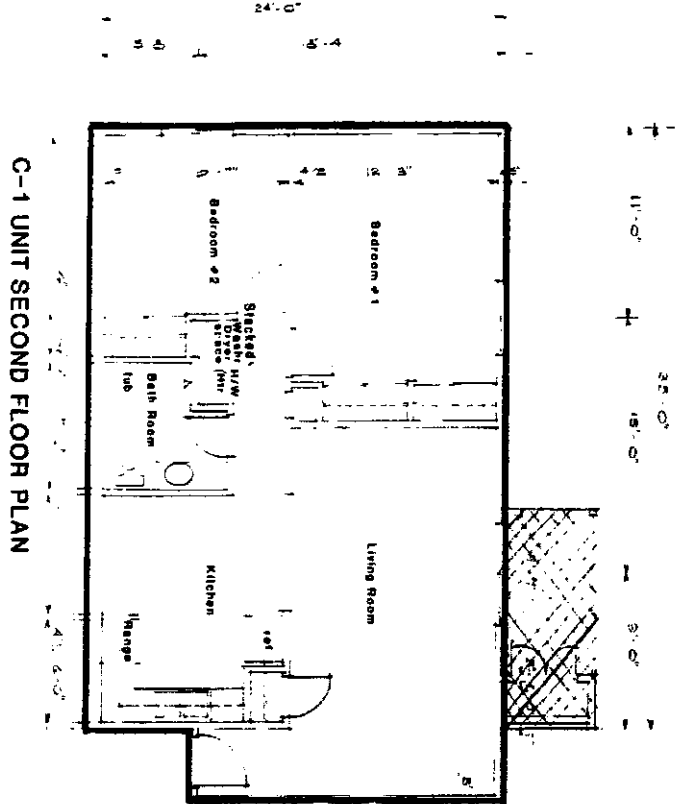
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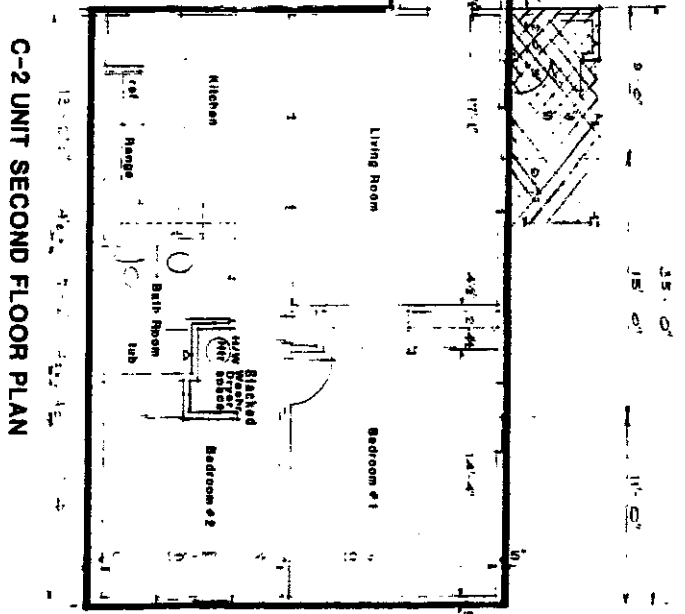
C-2 UNIT FIRST FLOOR PLAN



C-1 UNIT SECOND FLOOR PLAN



C-2 UNIT SECOND FLOOR PLAN



DOUGLAS SQUARE CONDOMINIUMS II
Village of Caledonia Wisconsin 53402

