

Breakers Village

Condominiums on Lake Michigan
700 Waters Edge
Racine, Wisconsin 53402



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

8/5/2026

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY M3 Insurance Solutions, Inc. 5522 26th Ave Suite 202 Kenosha, WI 53140-5626		PHONE (A/C, No, Ext): 800-272-2443		COMPANY West Bend Insurance Company PO Box 1995 West Bend, WI 53095	
FAX (A/C, No): 608-273-1725		E-MAIL ADDRESS: karri.moore@m3ins.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: BREAVIL-02		LOAN NUMBER		POLICY NUMBER C192414	
INSURED Breakers Village Association c/o Lori Kampschroer 700 Waters Edge Rd. Unit 2 Racine WI 53402		EFFECTIVE DATE 01/01/2026		EXPIRATION DATE 01/01/2027	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 1, Bldg # 1, 700 Waters Edge Rd, Racine, WI 53402

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Building, Replacement Cost

\$7,293,873

\$5,000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS To Whom It May Concern	☐	ADDITIONAL INSURED	☐	LENDER'S LOSS PAYABLE	☐	LOSS PAYEE
	☐	MORTGAGEE	☐			
	LOAN #					
	AUTHORIZED REPRESENTATIVE Karri moore					

EXECUTIVE SUMMARY

Page 1 of 3

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

Condominium Name: Breakers Village Association

How is the condominium association managed?

- ◆ What is the name of the condominium association? Breakers Village Association
- ◆ What is the association's mailing address? Carlos Gloria 700 Waters Edge Road, Unit 8 Caledonia, WI
- ◆ How is the association managed? ☒ By the unit owners (self-managed) ☐ By a management agent or company ☐ By the declarant (developer) or the declarant's management company
- ◆ Whom should I contact for more information about the condominium and the association? Aldona Matalonis
(management agent/company or other available contact person)
- ◆ What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? Aldona Matalonis, 700 Waters Edge Road, Unit 10 Caledonia, WI 53402
774-773-9333

 For specific information about the management of this association, see Declaration and by-laws

What are the parking arrangements at this condominium?

- ◆ Number of parking spaces assigned to each unit: _____ How many Outside? _____ How many Inside? _____
☐ Common element ☐ Limited common element ☐ Included as part of the unit ☐ Separate non-voting units ☒ Depends on individual transaction [check all that apply]
- ◆ Do I have to pay any extra parking fees (include separate maintenance charges, if any)? ☒ No ☐ Yes, in the amount of \$ _____ per _____ ☐ Other (specify): _____
- ◆ Are parking assignments reserved or designated on the plat or in the condominium documents?
☒ No ☐ Yes - Where? Attached Garage per unit plus unassigned lot Are parking spaces assigned to a unit by deed? ☐ No ☒ Yes Can parking spaces be transferred between unit owners? ☒ No ☐ Yes
- ◆ What parking is available for visitors? Parking lot has 5 unassigned designated spaces plus additional space
- ◆ What are the parking restrictions at this condominium? Type of vehicle restrictions. See rules and

 For specific information about parking at this condominium, see Declaration and by-laws

May I have any pets at this condominium?

- ◆ ☐ No ☒ Yes - What kinds of pets are allowed? _____
- ◆ What are some of the major restrictions and limitations on pets? None

 For specific information about the condominium pet rules, see Rules and Regulations

May I rent my condominium unit?

- ◆ ☐ No ☒ Yes - What are the major limitations and restrictions on unit rentals? Units may be rented for a minimum of 6 months

 For specific information about renting units at this condominium, see Rules and Regulations

Does this condominium have any special amenities and features?

- ◆ ☐ No ☒ Yes - What are the major amenities and features? Beach side seating area including fire pit accessible by all owners.

- ◆ Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes - What is the cost? \$ _____

 For specific information about special amenities, see _____

What are my maintenance and repair responsibilities for my unit?

- ◆ A Unit Owner must maintain and repair the interior of the unit, patio door and windows, interior mechanicals excluding the water main.

 For specific information about unit maintenance and repairs, see By-laws

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

- ◆ Common element maintenance, repair and replacement is performed as follows: by condominium board hired contractors

- ◆ How are repairs and replacements of the common elements funded? ☐ Unit owner assessments ☐ Reserve funds ☐ Both ☒ Other (specify): HOA dues fund this and reserves used (as needed)

- ◆ Limited common element maintenance, repairs and replacement is performed as follows: _____

By homeowners

Common Element Repairs and replacements are funded by special assessments only under extraordinary circumstances (example: shoreline erosion control)

- ◆ How are repairs and replacements of the limited common elements funded? ☐ Unit owner assessments ☐ Reserve funds ☐ Both ☒ Other (specify): At owners expense

 For specific information about common element maintenance, repairs and replacements see By-laws

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No Is there a Statutory Reserve Account (*see note on page 3*)? ☐ Yes ☒ No

 For specific information about this condominium's reserve funds for repairs and replacements, see _____

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

- ◆ Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units? ☒ Not applicable (no developer-owned units) ☐ No ☐ Yes - In what way? _____

- ◆ Are there any special provisions for the payment of assessment fees that apply only during the developer control period? ☐ No ☐ Yes - Describe these provisions: _____

 For specific information about condominium fees during the developer control period, see _____

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

- ◆ ☒ No ☐ Yes - How many additional units may be added through expansion? _____ units
- ◆ When does the expansion period end? _____
- ◆ Who will manage the condominium during the expansion period? _____

 For specific information about condominium expansion plans, see _____

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

- ◆ Describe the rules, restrictions and procedures for altering a unit: Board approval required
- ◆ Describe the rules, restrictions and procedures for enclosing limited common elements: _____
Board approval required

 For specific information about unit alterations and limited common element enclosures, see _____
Declaration and Bv-laws

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

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

 For specific information about condominium document amendment procedures and requirements, see _____
Declaration and bv-laws

Other restrictions or features (optional): _____

This Executive Summary was prepared on 09/22/2026 (insert date)
by Aldona Matalonis, Secretary, Breakers Village Association (state name and title or position).

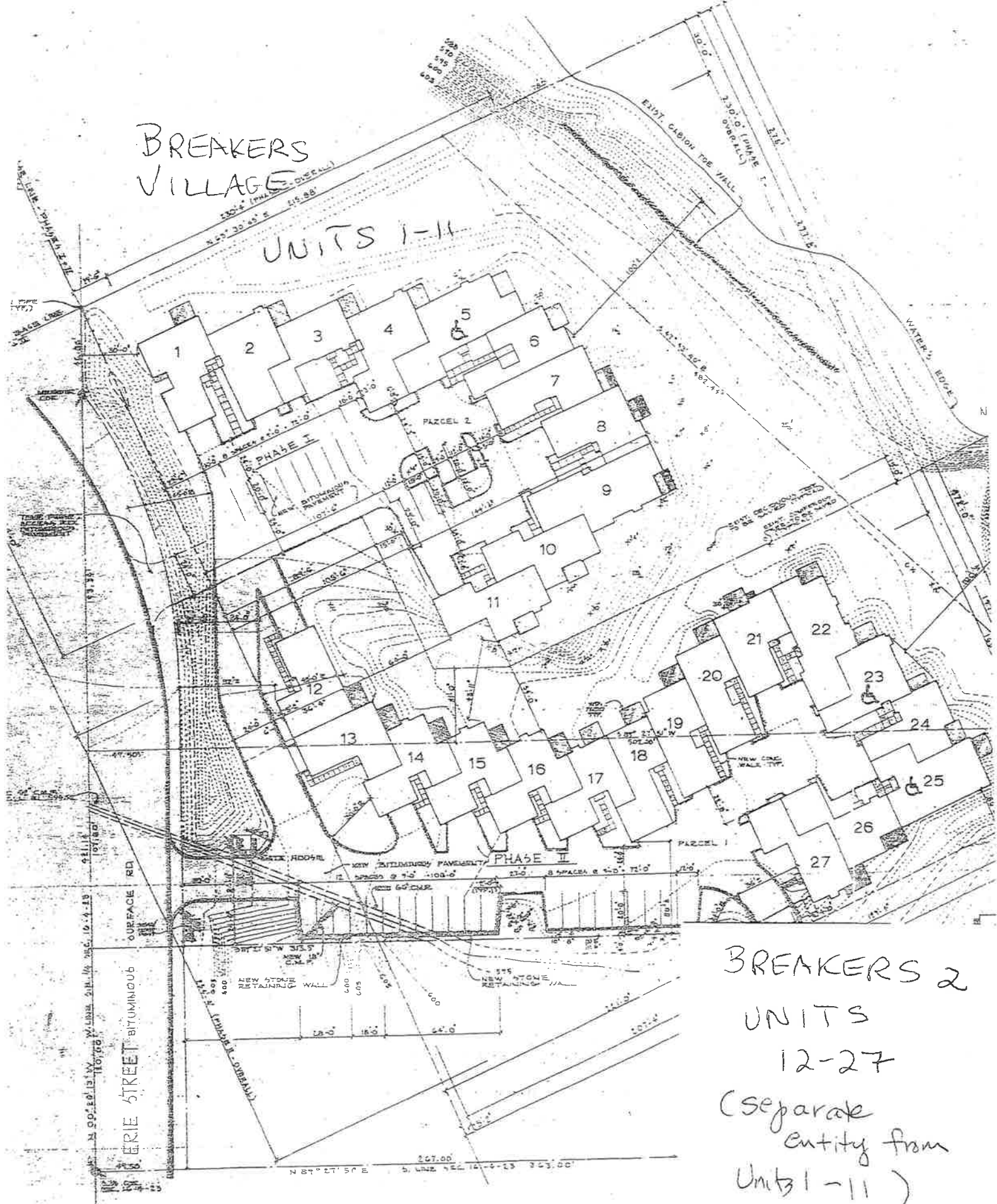
***Note:** A "Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with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

Breakers Village Budget 2026

	2025 Budget	2025 Projected Year end	2026 Budget
Reserves	\$15,500.00	\$15,002.13	\$15,002.13
Income	\$83,600.00	\$83,600.00	\$61,600.00
Expenses			
Grounds Maintenance Contract Cutting	13,500.00	13,379.57	13,500.00
Grounds Maintenance - Miscellaneous	4,875.00	3,568.50	6,500.00
Snow Removal/Plowing	2,500.00	3,449.75*	4,000.00
Building Maintenance - Other	9,500.00	966.00	9,500.00
Building Maintenance - Stinging Insect	700.00	773.00	800.00
Building Maintenance - gutter Cleaning	3,000.00	1,900.00	3,000.00
Insurance	16,625.00	16,625.00	15,914.00
Utilities	1,600.00	1,348.82	1,600.00
Professional Management Fees		0.00	
Legal Services	300.00	0	300
Office Services	200.00	166.00	200.00
Transfer to Savings - Reserves	8,800.00	8,800.00	8,800.00
Unit 6 Repairs			
Roof & Gutter Overage			
GTO Stucco	21,500.00	28,250.00	
Total Operating Expense	\$83,100.00	\$75,776.89	\$64,114.00
*Plan for 3 more snow plows this year.			
Notes, Known expenses for 2026:			
HOA Comparison (my email)			
Driveway Sealing (\$2800)			
Mulch & east side (\$3500)			
GTO Stucco Unit 6 front door, Unit 7 or 8 east side			
Aspen plan for east side hill (Quote in Spring)			
Overage spending (to be paid with money from 2025 assessment)We should plan for an HOA incre			

BREAKERS VILLAGE

UNITS 1-11



BREAKERS 2
UNITS
12-27
(separate
entity from
Units 1-11)

ARTICLES OF INCORPORATION OF
BREAKERS VILLAGE ASSOCIATION, LTD.

I, the undersigned natural person of the age of eighteen years or more, acting as incorporator, for the purpose of forming a non-profit, non-stock corporation under the Wisconsin Non-Stock Corporation Law (Chapter 181 of the Wisconsin Statutes), adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

NAME

The name of the Corporation shall be BREAKERS VILLAGE ASSOCIATION, LTD.

ARTICLE II

DURATION

The period of the Corporation's existence shall be perpetual.

ARTICLE III

PURPOSES

3.1 The purpose for which the Corporation is organized is to provide an entity pursuant to Chapter 703 of the Wisconsin Statutes, for the operation of BREAKERS VILLAGE, a condominium, located upon the following lands in the Town of Caledonia, Racine County, Wisconsin:

See Attached Exhibit "A".

3.2 The Corporation shall be a non-stock, non-profit Corporation and no part of the net earnings or profits shall be paid to or inure to the benefit of any member.

ARTICLE IV

POWERS

The powers of the Corporation shall include and be governed by the following provisions:

4.1 The Corporation shall have such powers, not inconsistent herewith, as are granted to it by law and as are incident, useful and necessary to the accomplishment of the purposes for which it is organized.

4.2 The Corporation shall have all of the powers and duties as set forth in the Unit Ownership Act except as limited by these Articles and the Condominium Declaration and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration thereof and as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The purchase of insurance upon the condominium property and insurance for the protection of the Corporation and its members as unit owners.

(e) The reconstruction of improvements after casualty and the further improvement of the property.

(f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

(g) To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Condominium Declaration and the By-Laws.

(h) To enforce by legal means the provisions of the Unit Ownership Act, the Condominium Declaration, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium and to delegate to such agent all powers and duties of the Corporation except such as are specifically required by the Condominium Declaration to have approval of the Board of Directors or the membership of the Corporation.

(j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease the same.

(k) To employ personnel to perform the services required for proper operation of the condominium.

4.3 All funds and the titles of all properties acquired by the Corporation and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Condominium Declaration, these Articles of Incorporation and the By-Laws.

4.4 The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Condominium Declaration and the By-Laws.

ARTICLE V

5.1 The members of the Corporation shall consist of all of the record owners of units in the condominium in Phase I and all subsequent phases, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

5.2 After receiving approval of the Corporation required by the Condominium Declaration, change of membership in the Corporation shall be established by recording in the public records of Racine County, Wisconsin, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner shall be thereby terminated.

5.3 The share of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit.

5.4 The owner of each unit shall be entitled to vote as a member of the Corporation. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the By-Laws of the Corporation.

ARTICLE VI DIRECTORS

6.1 The affairs of the Corporation will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors need not be members of the Corporation.

6.2 Directors of the Corporation shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-Laws.

6.3 The Directors herein named shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

6.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Dean Warner	1 Deepwood Drive Racine, Wisconsin 53402
James Van Susteren	13 Greenwood Court Racine, Wisconsin 53402
Jeffrey Waller	457 Carlton Drive Racine, Wisconsin 53402.

ARTICLE VII

OFFICERS

The affairs of the Corporation shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Corporation, which officers shall serve at the pleasure of the Board of Directors.

ARTICLE VIII

INDEMNIFICATION

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof, to which he may be a party, or in which he may become involved, by

reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE IX

BY-LAWS

The first By-Laws of the Corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

10.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

10.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors or by the members of the Corporation. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is

delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

(a) Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Corporation; or

(b) By not less than 80% of the votes of the entire membership of the Corporation.

10.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made which is in conflict with the Unit Ownership Act or the Condominium Declaration.

10.4 A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Racine County, Wisconsin.

ARTICLE XI

PRINCIPAL OFFICE AND REGISTERED AGENT

The principal office of the Corporation shall be at Breakers Village, Racine, Wisconsin 53402, and the registered agent shall be Dean Warner, 1 Deepwood Drive, Racine, Wisconsin 53402.

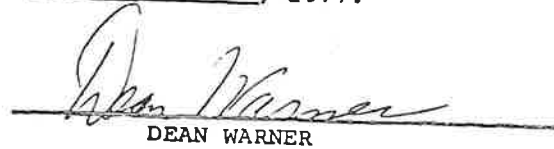
ARTICLE XII

INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is as follows:

Dean Warner 1 Deepwood Drive, Racine, Wisconsin
53402.

IN WITNESS WHEREOF, the subscriber has hereto affixed
his signature this 27TH day of SEPTEMBER, 1977.


DEAN WARNER

STATE OF WISCONSIN)
) SS.
COUNTY OF RACINE)

Before me, the undersigned, notary public, personally
appeared Dean Warner, who, after being duly sworn, acknowledged
that he executed the foregoing Articles of Incorporation for the
purposes therein expressed, this 27th day of September, 1977.


Notary Public, Racine County,
Wisconsin.

My commission is/expires: 1-25-81

These Articles drawn by
William E. Dye, Esq.

LEGAL DESCRIPTION

That part of the Southeast fractional $\frac{1}{4}$ of Section 16, Township 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin, described as follows: Commence at a point on the North-South $\frac{1}{4}$ line of said Section 16 located N00°28'13"W 166.94 feet from a cast iron monument with a brass cap marking the South $\frac{1}{4}$ corner of said Section; run thence N00°28'13"W 254.20 feet on the North-South $\frac{1}{4}$ line to the point of beginning of this description; continue thence N00°28'13"W 46.86 feet to a $\frac{3}{4}$ " diameter iron pipe stake; thence N65°30'45"E 215.88 feet to a $\frac{3}{4}$ " diameter iron pipe stake; continue thence N65°40'45"E 78 feet, more or less, to the westerly shore of Lake Michigan; thence Southeasterly 302 feet, more or less, along the water's edge to a point which bears N65°30'45"E from the point of commencement; thence S65°30'45"W 290 feet, more or less, to a point located N65°30'45"E 250.92 feet from the point of commencement; thence S89°27'51"W 42.55 feet; thence N24°29'15"W 91.73 feet; thence S65°30'45"W 110.58 feet to the Easterly line of Erie Street; thence Northwesterly 111.97 feet on the arc of a curve of Northeasterly convexity whose radius is 221.90 feet and whose chord bears N22°00'52"W 110.79 feet to a point of compound curvature; thence Northwesterly 12.86 feet on the arc of a curve of Northeasterly convexity whose radius is 1063.57 feet and whose chord bears N36°49'00"W 12.86 feet to the point of beginning.

EXHIBIT "A"

AMENDED DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
BREAKERS VILLAGE CONDOMINIUM

Document # **2605693**
RACINE COUNTY REGISTER OF DEEDS
September 16, 2021 10:55 AM

Karie L. Pope
KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

Pages: 23

WHEREAS, the Declaration of Condominium Ownership for Breakers Village Condominium dated June 30, 1977 was recorded in the Office of the Racine County Register of Deeds on July 1, 1977, in Vol. 1387, Pages 36-66, Doc. No. 1004265; and

WHEREAS, the unit of owners of units in Breakers Village Condominium have approved the amended Declaration of Condominium for Breakers Village Condominium attached hereto;

NAME AND RETURN ADDRESS:
Wanasek, Scholze, Ludwig,
Ekes and Gorn, S.C.
133 S. Pine Street
P O Box 717
Burlington, WI 53105-0717

Certification of Compliance

Richard Scholze, being first sworn on oath, deposes and states:

See attached list

Parcel Identification Number (PIN)

1. At least two-thirds of the aggregate of the number of votes at meetings of the members of Breakers Village Condominium appurtenant to each unit have consented to the foregoing amendment to the Declaration in writing as evidenced by their signatures affixed to the proposed amendment.

2. The aforementioned consents were approved in writing by the first mortgagee of the unit, or the holder of an equivalent security interest, if any.

3. This certification is made pursuant to section 703.09(2) of the Wisconsin statutes to establish that all of the requirements for amendment of the Declaration set forth in section 703.09 of the Wisconsin statutes have been met.

Executed this 13th day of September, 2021.


Richard Scholze, State Bar No. 01003740

Subscribed and sworn to before me this
13th day of September, 2021.

Heidi D. Kinn

Notary Public, State of Wisconsin
My commission expires 05/03/2025



This instrument drafted by:
Richard Scholze
Wanasek, Scholze, Ludwig, Ekes & Gorn, SC
PO Box 717
Burlington, WI 53105

Parcel Identification Numbers for Breakers Village Condominium

104-04-23-16-025-001

104-04-23-16-025-002

104-04-23-16-025-003

104-04-23-16-025-004

104-04-23-16-025-005

104-04-23-16-025-006

104-04-23-16-025-007

104-04-23-16-025-008

104-04-23-16-025-009

104-04-23-16-025-010

104-04-23-16-025-011

Legal Description

Units 1 - 11, in Breakers Village, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Breakers Village", dated the 30th day of June, 1977 and recorded the 1st day of July, 1977 in the Office of the Register of Deeds for Racine County, Wisconsin in Volume 1387 of Records, pages 36 through 66, as Document No. 1004265 and by a Condominium Plat therefor,

Together with all appurtenant rights, title and interests, including (without limitation):

- a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit, and
- c) membership in the Breakers Village Owner's Association, (hereafter the "Owner's Association"), as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.

Said land being in the Village of Caledonia, Racine County, Wisconsin.

AMENDED DECLARATION OF CONDOMINIUM

BREAKERS VILLAGE CONDOMINIUM

Caledonia, Wisconsin

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, Breakers Village Condominium is a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Breakers Village" dated the 30th day of June, 1977 and recorded on the 1st day of July, 1977 in the Office of the Register of Deeds for Racine County, Wisconsin in Volume 1387 of Records, pages 36 through 66, as Document No 1004265 ("the Condominium Declaration") and a Condominium Plat therefor affecting the following described real estate:

WHEREAS, the Unit Owners have approved an amendment to the Condominium Declaration pursuant to the provisions of section 703.09(2) of the Wisconsin Statutes, as set forth herein;

NOW, THEREFORE, the Condominium Declaration affecting the above-described property is hereby amended pursuant to Section 703.09(2) of the Wisconsin Statutes, to provide as follows:

1. Definitions.

Unless the context shall expressly provide otherwise, the following definitions shall apply:

A. "Association" means the condominium's unit owners acting together, through an unincorporated association, in accordance with its by-laws and declaration. The mailing address of the association is:

c/o Lori Kampschroer
700 Waters Edge Rd #2
Racine, WI 53402

B. "Condominium Unit" means a unit, together with the undivided interest in the general and limited common elements appurtenant to such unit.

C. "Owner" means any person, firm, corporation, partnership, association or other legal entity, or any combination thereof, owning one or more condominium units; the term "owner" shall not refer to any mortgagee, as herein defined, unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. If a unit has more than one legal owner, all unit owners shall designate one of those owners who shall act as the "owner" or "member" for purposes of this

condominium. The designation shall be made in writing and shall be provided to the owners of the other unit. The term "owner" shall be liberally construed to effect the purpose of the relevant paragraph. "All owners" shall refer to all title holders of any one unit.

D. The Common Elements and facilities shall consist of all of Breakers Village Condominium, including improvements and appurtenances, except the individual Units and fixtures therein; as defined hereunder and shall include, without limitation, the land on which the buildings are located; the buildings' exteriors, including garage exteriors; perimeter and bearing walls; surface parking; building roofs; foundations; common pipes, common ducts, common electrical wiring conduits; common utility services; water wells, pumps and wiring to same; water well pressure tanks, water lines up to the first shut-off valve within the Unit being serviced by such line that shuts off only the water servicing that Unit, sanitary sewer system including sanitary sewer lift stations and lines up to the point at which a sewer line or lateral serves only one Unit; public utility lines (except those owned by the applicable utility); outside walls; beams and supports; and the walks, roadways, driveways, surface water drainage system, and landscaping comprising the condominium property.

E. "Limited Common Elements" means those portions of common elements the exclusive use of which are set aside and reserved for the owners of specified individual units as more particularly described in paragraph 4.

F. "Common Expenses" means and includes:

- i. All sums lawfully assessed against the general common elements;
- ii. Expenses of administration and management, maintenance, repair or replacement of the general common elements.
- iii. Expenses declared common expenses by the unit owners.

G. "Condominium Instruments" mean the declaration, plats and plans of the condominium, together with the attached exhibits and schedules.

H. "Declarant" means the owner herein who is subjecting its property to this Condominium Declaration.

I. "Entire Premises", "Premises", or "Property" means and includes the land, the buildings, and all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto.

J. "Map" or "Plans" means and includes the engineering survey of the land locating thereon all the improvements and the floor plans attached hereto as Exhibit A.

K. "Building" means the building improvements comprising a part of the property.

L. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a condominium unit or any part thereof is encumbered.

M. "Mortgagee" means any person named as mortgagee or beneficiary under any mortgage under which the interest of any owner is encumbered.

2. Condominium Map.

The condominium map (Exhibit A) consists of and sets forth:

A. The legal description of the surface of the land.

B. The linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by Declarant.

C. Floor plans of the buildings to be built thereon, showing the location, the unit designation, and the linear dimensions of each unit, and the designation of the common elements and limited common elements.

In interpreting the map, the existing physical boundaries of each unit as constructed shall be conclusively presumed to be its boundaries.

3. Division of Property into Condominium Units.

The real property and improvements to be constructed thereon are hereby divided into the following fee simple estates:

Eleven (11) separate fee simple estates, each such estate consisting of a single residential unit, designated as Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8, Unit 9, Unit 10 and Unit 11, together with an appurtenant undivided one-eleventh (1/11) interest in and to the general common elements as provided in Exhibit A, which by this reference is made a part hereof. The general common elements shall be held in common by the owners thereof. Each condominium unit described on the attached Exhibit A shall be identified on the map by the number as shown on said Exhibit A and shall consist of the air space within the walls of each unit, except for the purposes designated in paragraph 15.

4. Limited Common Elements.

A portion of the general common elements is set aside and reserved for the exclusive use of the owners of individual units, such areas being the limited common

elements.

Limited common elements included all portions of any existing decks and patios, porches, front courtyards, and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Condominium Plat. However, each unit owner's use of limited common areas remains subject to the conditions and restrictions in the Association by-laws and covenants, rules and regulations. The exclusive use of the Limited Common Elements shall be reserved to the owner or occupant for the Unit to which they are appurtenant, to the exclusion of all other Units and Unit owners in the condominium.

5. Inseparability of a Condominium Unit.

Each unit and the undivided interest in the general common elements and the limited common elements, if any, appurtenant thereto shall be inseparable and may be conveyed, encumbered, devised or inherited only as a condominium unit.

6. Description of a Condominium Unit.

Every deed, mortgage, trust deed, will or other instrument may legally describe a condominium unit by its identifying unit number, followed by the words "Breakers Village Condominium" with further reference to the recorded declaration and map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the general common elements and the limited common elements reserved for use with such unit, and to convey the right to ingress and egress to and from said unit and the limited common elements adjacent thereto.

7. Separate Assessment and Taxation Notice to Assessor.

Declarant shall give written notice to the assessor of the creation of condominium ownership of this property as is provided by law, so that each unit and its interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.

8. Title.

A condominium unit may be held and owned by more than one owner as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Wisconsin.

9. Nonpartitionability of General Common Elements.

The general common elements shall be owned in common by all owners and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but

such partition shall not affect any other condominium unit.

10. Use of General and Limited Common Elements.

Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner may use the common elements in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other owners to the common use of the same. Each owner shall have the exclusive use and control of the limited common elements appurtenant to his unit, subject to the by-laws and covenants, rules and regulations established by Breakers Village Association, Ltd.

11. Easements for Encroachments.

If any portion of the general common elements now or hereafter encroaches upon a unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a unit now or hereafter encroaches upon the general common elements or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements or the units.

12. Mechanic's Lien Rights and Indemnification.

No labor performed or materials furnished and incorporated in a unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing a lien against the other unit not expressly consenting to or requesting the same, or against the general common elements. Each owner shall indemnify and hold harmless the other owners from and against all liability arising from the claim of any lien against the other owner's unit or against the general common elements for construction performed or for labor, materials, services or other products incorporated in or otherwise attributable to an owner's unit at such owner's request.

13. Administration and Management.

The administration and management of this condominium property shall be governed by the Articles of Association and By-laws of the Breakers Village Association, Ltd, an incorporated association, hereinafter referred to as the "Association". In the event a unit is owned by more than one person or entity, the owners of the jointly owned unit shall designate one owner as the member of Breakers Village Association, Ltd. This designation shall be made in writing and shall be provided to the owners of the other unit. The designated owner shall remain a member until such designation is revoked in writing by one or more owners of the relevant unit, or until he or she ceases to be an owner. Each unit of the condominium shall have a single vote on all matters, regardless of the number of owners of a unit.

14. Reservation of Access for Maintenance, Repair and Emergencies.

Each owner shall have the irrevocable right to have access to the other units from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another unit or units.

Damage to the interior of any part of a unit resulting from the maintenance, repair, emergency repair or replacement of any of the general common elements or because of emergency repairs within the other units at the instance of the Association shall be a common expense of all owners; provided, however, that if such damage is the result of the negligence of one of the unit owners, then such unit owner shall be responsible for all such damage. Restoration of the damaged improvements shall be substantially the same as the condition of such improvements prior to the damage

15. Owners' Maintenance Responsibility of Unit and Limited Common Elements.

For the purpose of maintenance, repair, alteration, and remodeling, an owner shall be deemed to own the windows (including windows adjacent to front doors), all doors (excluding a single front entrance door and garage door), interior walls, the materials, (such as but not limited to plaster, gypsum dry walls, paneling, wallpaper, brick, stone, paint, wall and floor tile, and flooring, including the subflooring) making up the finished surfaces of the perimeter walls, ceilings and floors within the unit, and the unit doors and windows. The owner shall not be deemed to own any utilities running through his unit which serve any other units except as a tenant in common with the other owners. Such right to repair, alter and remodel shall carry the obligation to replace any finishing materials removed with similar or other types or kinds of finishing materials of equal or better quality.

An owner shall maintain and keep the interior of his own unit in good repair, including the fixtures thereof. All fixtures and equipment installed within the unit commencing at a point where the utility lines, pipes, wires, conduits, or systems (which for brevity are hereafter referred to as "utilities") enter the unit shall be maintained and kept in repair by the owner thereof. If such utility lines, pipes, wires, conduits or systems serve more than one unit, the cost shall be divided equally between the units so served.

An owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or impair any easement or hereditament.

An owner shall maintain his or her respective Limited Common Area.

16. The Association Shall Be Responsible for the Maintenance of the Common Elements.

The President of the Association and the Maintenance Committee of the Board shall be responsible for the maintenance of the Common Elements. The repair, replacement or maintenance of the Common Elements may be funded by unit owner assessments.

17. Compliance with Provisions of Declaration and By-Laws.

Each owner shall comply strictly with the provisions of this Declaration; the provisions of the Articles of Incorporation and By-Laws of the Association; and covenants, rules and regulations and decisions and resolutions of the Association adopted pursuant thereto, as lawfully amended from time to time. Failure so to comply shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the other owners individually or by the Association. The Association, or any such unit owner, upon finding it necessary to enforce any provision of this Declaration, the Association Agreement or the By-Laws, including any duly adopted rules and regulations through legal action, shall be entitled to recover reasonable attorney's fees and disbursements incurred.

18. Revocation or Amendment to Declaration.

This Declaration shall not be revoked nor shall any of the provisions herein be amended, including the percentage of the undivided interest in the general common elements appurtenant to each unit, unless at least eight of the eleven-unit owners and all the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units consent and agree to such revocation or amendment by instrument(s) duly recorded.

19. Assessment for Common Expenses.

Unit owners are subject to special and annual assessments to pay common expenses as provided in the Bylaws.

20. Insurance.

The Board of Directors shall obtain and maintain at all times insurance of the type and kind provided hereinabove, and including coverage for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other unit or condominium buildings, fixtures, equipment and personal property similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Wisconsin. The insurance shall be

carried in blanket policy form naming the Association as the insured, which policy or policies shall identify the interest of each condominium unit owner and which shall provide for a standard, noncontributory mortgagee clause in favor of each first mortgagee, and shall further provide that such policy cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice to each first mortgagee. The Board of Directors shall, upon the request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor.

All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, negligence, or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy; but the insurance under any such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

21. Liability for Assessments.

All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the common expenses. All assessments shall be shared equally. Assessments for the estimated common expenses, including insurance, shall be due quarterly by the first day of January, April, July & October. The Board of Directors shall prepare an itemized annual statement showing the various estimated or actual expenses for which the assessments are made. Contribution for quarterly assessments shall be prorated if the ownership of a condominium unit commenced on a day other than the first day of a quarter.

No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements, or abandonment of his unit.

22. Lien for Nonpayment of Common Expenses.

All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit, including interest at twelve percent (12%) per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances except:

A. Tax and special assessment liens on the unit in favor of any assessing entity; and

B. All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereof prior to the arising of such a lien.

To evidence such lien, the Board of Directors may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice shall be signed by one of the Board of Directors and may be filed in the office of the clerk of courts for the County of Racine, State of Wisconsin. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment, and may be enforced by foreclosure on the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The owner shall also be required to pay to the Association a reasonable rental for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire and hold, mortgage, and convey the same.

The amount of the common expenses assessed against each condominium unit shall also be a personal debt of each owner thereof at the time the assessment is made. As an alternative to foreclosure, the Association may maintain a suit to recover a money judgment against each such owner for such unpaid assessment or assessments and the costs of maintaining the action, including reasonable attorney fees. Maintenance of such an action shall not constitute a waiver of the lien securing the payment of assessments.

Any encumbrancer holding a lien on a condominium unit may pay any unpaid common expense payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

23. Liability for Common Expense Upon Transfer of Condominium Unit.

Upon payment of a reasonable fee, not to exceed Twenty Dollars (\$20), and upon the written request of any owner or mortgagee or prospective mortgagee of a condominium unit, the Association shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to the subject unit, the amount of the current quarterly assessment and the date such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to, insurance premiums, which should be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such a statement of indebtedness is provided within ten (10) days of request, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common

expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment of a reasonable fee, not to exceed Twenty Dollars (\$20), and upon written request, any prospective grantee shall be entitled to a statement of indebtedness with respect to such unit in the form referred to in the preceding paragraph, which shall be conclusive upon the Association. Unless such a statement of indebtedness is provided within ten (10) days of such request, such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit.

24. Mortgaging a Condominium Unit--Priority.

Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create junior mortgages on the following conditions:

A. Any such junior mortgages shall always be subordinate to all the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other obligations created by this Declaration, the Articles of Association and the by-laws;

B. The mortgagee under any junior mortgage shall release, for restoration of any improvements upon the mortgaged premises, all his right, title, and interest in and to the proceeds under all insurance policies upon said premises which insurance policies were affected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.

25. Association as Attorney-in-Fact.

This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction, obsolescence, or condemnation.

Title to any condominium unit is declared and expressly made subject to the terms and conditions thereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All the owners irrevocably constitute and appoint Breakers Village Association, Ltd., an incorporated association, his or her true and lawful attorney in his or her name, place and stead for the purpose of dealing with the property upon its destruction, obsolescence or condemnation as is hereinafter provided.

As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit

owner which is necessary and appropriate to exercise the powers herein granted. Repair or reconstruction of the improvements as used in the succeeding subparagraphs means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for repair, restoration or replacement unless all the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

A. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements, shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvements.

B. If the insurance proceeds are insufficient to repair and reconstruct the improvements, and if such damage is not more than fifty percent (50%) of all the condominium units (the whole property), such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all the owners and their condominium units. Such deficiency assessment shall be a common expense and made equally, and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph 22. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of an owner refusing or failing to pay such deficiency assessment within the time provided; and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- i. For payment of the balance of the lien of any first mortgage.
- ii. For payment of taxes and special assessments in favor of any assessing entity.
- iii. For payment of unpaid common expenses.
- iv. For payment of junior liens and encumbrances in the order of and to the extent of their priority.
- v. The balance remaining, if any, shall be paid to the condominium unit owner.

C. If all condominium units (the whole property) are destroyed or seriously damaged, and if the owners do not voluntarily, within 100 days thereafter, make provision for reconstruction, which plan must have the approval or consent of each first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president or secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided equally, and such divided proceeds shall be paid into a separate account representing each condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the unit and the name of the owner. From each separate account, the Association as attorney-in-fact, shall use and disburse the total amount of each of such funds, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgage against the condominium unit represented by such separate account. There shall be added to each such account the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be equal. The total funds of each account shall be used and disbursed, without contribution from one account to another by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (B) (i) through (v) of this paragraph.

If all owners adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made equally and shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as provided in paragraph 22.

In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided; and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as provided in subparagraph (B)(i) through (v) of this paragraph.

D. All owners may agree that the condominium units are obsolete and that the same should be renewed or reconstructed. Such agreement must have the approval of every first mortgagee. In such instance, the expense thereof shall be payable by both of the owners as common expenses; provided, however, that an owner not agreeing to such renewal or construction may give written notice to the Association

that such unit shall be purchased by the Association for the fair market value thereof. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencing date, each party shall nominate in writing, and give notice of such nomination to the other party, an appraiser who shall be a realtor and be qualified to make appraisals of condominium and similar property in Racine County, Wisconsin. If either party fails to make such a nomination, the appraiser nominated shall, within five (5) days after default by the other party, appoint and associate with him another similarly qualified appraiser. If the two appraisers designated by the parties, or selected hereto in the event of the default of one party, are unable to agree, they shall appoint another similarly qualified appraiser to be arbitrator between them, if they can agree on such person. If they are unable to agree upon such arbitrator, then he shall be selected from the panel of arbitrators of the American Arbitration Association. The decision of the appraisers as to the fair market value, or in the case of their disagreement, then such decision of the arbitrator shall be final and binding. The expenses and fees of such appraisers or arbitrator or both shall be borne by the Association. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in subparagraph (B)(l) through (v) of this paragraph.

E. All owners may agree that condominium units are obsolete and that the same should be sold. Such agreement must have the unanimous approval of every first mortgagee. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire premises shall be sold by the Association, as attorney-in-fact for all the owners, free and clear of the provisions contained in this Declaration, the map and the by-laws. The sales proceeds shall be apportioned equally between the owners, and such apportioned proceeds shall be paid into separate accounts representing each condominium unit. Each such account shall be in the name of the Association, and shall further be identified by the number of the unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in subparagraph (B)(l) through (v) of this paragraph.

F. Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the property shall be taken or condemned by any public authority, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply:

i. Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association.

ii. Complete Taking. In the event that the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium award shall be apportioned equally between the owners, provided that if a standard different from the value of the property as a whole is employed to measure the condemnation award in its determination by negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall, as soon as practicable, determine the share of the condemnation award to which each owner is entitled. Such shares shall be paid into separate accounts and disbursed, as soon as practicable, in the same manner provided in subparagraph (C) of this paragraph.

iii. Partial Taking. In the event that less than the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the condominium award to be determined in the following manner. As soon as practicable, the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the owners, as follows: (a) the total amount allocated to the taking of or for any of the general common elements shall be apportioned equally between the owners, (b) the total amount allocated to severance damages shall be apportioned to those condominium units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular unit and/or improvements an owner has made within his own unit shall be apportioned to the particular unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decrees, or otherwise, then, in allocating the condemnation award, the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable, in the same manner provided in subparagraph (E) of this paragraph.

iv. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in this paragraph.

26. Personal Property for Common Use.

The Association shall hold title to personal property located on the entire premises which is intended for common use and enjoyment of the condominium unit owners and occupants. No owner shall have any other interest and right thereto and all such right and interest shall absolutely terminate upon the owner's termination of possession or ownership of his condominium unit.

27. Mailing of Notices.

Each owner shall register his mailing address with the Association and all notices or demands intended to be served upon any owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the by-laws of the Association. All notices or demands to be served on mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the mortgagee at such address as the mortgagee may have furnished to the Association in writing. Unless the mortgagee furnishes the Association with such address, the mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this section shall be deemed given when deposited in the United States mail in the form provided in this section.

28. Service of Process, Resident Agent.

The person to receive service of process in the cases provided in Chapter 703, Wisconsin Statutes, is Lori Kampschroer, 700 Waters Edge Rd., #2, Racine, WI 53402. The person to so receive process shall at all times be the resident agent of the Association, who shall be appointed by the Board of Directors of the Association and whose name and address shall be filed with the Department of Financial Institutions.

29. Period of Condominium Ownership.

The separate condominium estates created by this Declaration and the map shall continue until this Declaration is revoked in the manner and as is provided in paragraph 18 of this Declaration or until terminated in the manner and as is provided in subparagraphs (C), (D), (E) and (F) of paragraph 25 of this Declaration.

30. Severability and Construction.

A. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

B. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes, and to all other provisions of law, and specifically sec. 703.365, Wisconsin Statutes, relating to small residential condominiums

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

31. Arbitration.

Each owner shall comply strictly with the provision of this Declaration, the Articles of Association and By-Laws of the Association and rules and regulation and decisions and resolutions of the Association adopted pursuant thereto, as the case may be, lawfully amended from time to time. In the event of a disagreement between owners or between an owner and the Association, and in order to break a tie vote, the issue or issues, at the request of any party, shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) before an arbitrator selected from the panels of arbitrators of the AAA. In the event of referral to arbitration, the Association shall remit the fee to initiate the arbitration, or a member may remit the fee and, in such event, shall be reimbursed for the fee by the Association. However, the final costs of said arbitration, including without limitation all reasonable attorney fees, shall ultimately be borne as determined by the arbitrator and enforced as a unit assessment pursuant to Section 21.

32. Architectural Control.

A. Architectural Control Authority. No exterior additions, alterations, or replacements (including painting or decorating) of any buildings, porches, patios, decks, awnings, exterior windows (including windows adjacent to front doors), additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the building, until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the condominium and a statement identifying the project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association. The Board of Directors shall promulgate standards and rules regarding these matters. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13 (5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board nor its designee(s), representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may

be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the owner(s) of such Unit, for obtaining any required approvals from the Village of Caledonia and/or the State of Wisconsin. The owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval.

B Antennae. No exterior antennae, other than one dish antenna not exceeding 36 inches in diameter per Unit, shall be placed on any building without the approval of the Board or its designee, which approval may be permitted or denied at the sole discretion of the Board or its designee. No satellite dishes exceeding 36 inches in diameter shall be allowed on the property, either on a temporary or permanent basis, at any time. With respect to dish antennas not exceeding 36 inches in diameter, no more than one shall be allowed for any Unit, same shall not be attached to the front of any building, and same shall not be located in the front yard of any building. The Unit owner shall be responsible for any damage to the building and/or contents resulting, in any way, from the existence of such antenna.

33. Failure to Insist upon Strict Performance Not Deemed Waiver

The failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to service any notice or institute any action shall not be construed as a waiver or relinquishment for the future, of any 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, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such break, 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

34. Small Residential Condominiums

Sections 703.365(1)(a) and (b), (2)(a)-(c), and (3)(a) of the Wisconsin Statutes pertaining to small residential condominiums are hereby made applicable to this condominium and incorporated herein by reference as though fully set forth.

Signatures

1 

7

approval of the Board or its designee, which approval may be permitted or denied at the sole discretion of the Board or its designee. No satellite dishes exceeding 36 inches in diameter shall be allowed on the property, either on a temporary or permanent basis, at any time. With respect to dish antennas not exceeding 36 inches in diameter, no more than one shall be allowed for any Unit, same shall not be attached to the front of any building, and same shall not be located in the front yard of any building. The Unit owner shall be responsible for any damage to the building and/or contents resulting, in any way, from the existence of such antenna.

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Sections 703.365(1)(a) and (b), (2)(a)-(c), and (3)(a) of the Wisconsin Statutes pertaining to small residential condominiums are hereby made applicable to this condominium and incorporated herein by reference as though fully set forth.

Signatures

1

#2

#3

#4

#5

#6

7

#8

#9

#10

#11

Janice LaBrace

Sandra Pendell

#4



#5

Nancy L. Deer-King

#6

Madison

#8

Charles Shuman

#9

Thomas H. Kephau

#10

Alana Matlous

#11

AT Site

IN WITNESS WHEREOF, this Amended Declaration duly executed this _____ day of _____, 2021.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally came before me this _____ day of _____, 2021, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Racine County, Wisconsin
My commission _____

AUTHENTICATION

Signatures of the above named owners authenticated this 13 day of September, 2021.

[Signature]

Richard Scholze, 01003740

TITLE: MEMBER STATE BAR OF WISCONSIN

LEGAL DESCRIPTION

That part of the Southeast fractional $\frac{1}{4}$ of Section 16, Township 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin, described as follows: Commence at a point on the North-South $\frac{1}{4}$ line of said Section 16 located N00°28'13"W 166.94 feet from a cast iron monument with a brass cap marking the South $\frac{1}{4}$ corner of said Section; run thence N00°28'13"W 254.20 feet on the North-South $\frac{1}{4}$ line to the point of beginning of this description; continue thence N00°28'13"W 46.86 feet to a $\frac{3}{4}$ " diameter iron pipe stake; thence N65°30'45"E 215.88 feet to a $\frac{3}{4}$ " diameter iron pipe stake; continue thence N65°40'45"E 78 feet, more or less, to the westerly shore of Lake Michigan; thence Southeasterly 302 feet, more or less, along the water's edge to a point which bears N65°30'45"E from the point of commencement; thence S65°30'45"W 290 feet, more or less, to a point located N65°30'45"E 250.92 feet from the point of commencement; thence S89°27'51"W 42.55 feet; thence N24°29'15"W 91.73 feet; thence S65°30'45"W 110.58 feet to the Easterly line of Erie Street; thence Northwesterly 111.97 feet on the arc of a curve of Northeasterly convexity whose radius is 221.90 feet and whose chord bears N22°00'52"W 110.79 feet to a point of compound curvature; thence Northwesterly 12.86 feet on the arc of a curve of Northeasterly convexity whose radius is 1063.57 feet and whose chord bears N36°49'00"W 12.86 feet to the point of beginning.

EXHIBIT "A"

Fwd: Amended By-Laws

From: GT Schutz (gtschutz@gmail.com)
To: fischbay@sbcglobal.net
Date: Friday, August 7, 2026 at 02:44 PM CDT

----- Forwarded message -----

From: **Casey Fredrick** <cfredrick@btownlaw.com>
Date: Thu, Aug 6, 2026 at 2:54 PM
Subject: Amended By-Laws
To: gtschutz@gmail.com <gtschutz@gmail.com>

Good Afternoon Greg,

Thank you for reaching out today! As discussed, please see attached the Amended By-Laws from 2021.
Please let us know if you have any questions.

Kind regards.

Casey Fredrick
Ludwig, Gruhn & Wishau, S.C.
133 S. Pine Street
P.O. Box 717
Burlington, WI 53105
Telephone: 262-763-8185
Facsimile: 844-888-0243
Email: cfredrick@btownlaw.com

This is a transmission from the law firm of Ludwig, Gruhn & Wishau, SC and may contain information which is privileged, confidential and protected by the attorney-client or attorney work product privileges. If you are not the addressee, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify us immediately at our telephone number 262-763-8185.



Amended By-Laws of Condominium Association.pdf
507.8 kB

**AMENDED BY-LAWS OF
CONDOMINIUM ASSOCIATION**

ARTICLE I

Name and Location

The name of the Association is BREAKERS VILLAGE ASSOCIATION, LTD, hereinafter referred to as the "Association". The principal office of the Association shall be at 700 Waters Edge Rd, Racine, Racine County, Wisconsin at the residence of the Association Treasurer., but meetings of members and directors may be held at other places within the State of Wisconsin.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to BREAKERS VILLAGE ASSOCIATION, LTD, an unincorporated association organized pursuant to the laws of the State of Wisconsin, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real estate described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 3. "Common Elements" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the owners as

Section 4. "Limited Common Elements" means those parts of the general common elements reserved for the exclusive use of the owner of a condominium unit, as defined in the Declaration of Condominium.

Section 5. "Condominium Unit" means a unit, together with the undivided interest in the general and limited common elements appurtenant to such unit.

Section 6. "Owner" means any person, firm, corporation, partnership, association or other legal entity, or any combination thereof, owning one or more condominium units; the term "owner" shall not refer to any mortgagee, as herein defined, unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. If a unit has more than one legal owner, all unit owners shall designate one of those owners who shall act as the "owner" or "member" for purposes of this condominium. The designation shall be made in writing and shall be provided to the owners of the other unit. The term "owner" shall be liberally construed to effect the purpose of the relevant paragraph. "All owners" shall refer to all title holders of any one unit.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the property to be recorded in the office of the Register of Deeds for Racine County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 8. "Member" shall mean and refer to those persons as defined and provided for in the Declaration.

ARTICLE III

Meeting of Members

Section 1. Annual Meeting: The Association shall have an annual meeting of members at such time as the members shall mutually agree.

Section 2. Special Meeting: Special meetings of the members may be called at any time by any member.

Section 3. Place of Meetings: All meetings shall be held at such place as the owners may designate from time to time within the Village of Caledonia, or at such other place as they shall mutually agree.

Section 4. Notice of Meetings: Written notice of each meeting shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by delivering written notice, either personally, by electronic mail or by U.S. mail at least ten (10) days before such meeting, to each owner entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. 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. In lieu of such notice, waivers may be accepted from all unit owners.

Section 5. Quorum: At least eight of the 11 "owners," as defined herein and including any designated owner proxies, must be present at any meeting to conduct business. An owner may designate a proxy to attend, participate, and vote on the owner's behalf at any annual, special or other owner meeting. The designation shall be communicated in writing to a member of the Association's board of directors prior to the relevant meeting. The proxy holder does not have to be an owner.

ARTICLE IV

Board of Directors Selection and Term of Office

Section 1. Management of the Association. The affairs of this Association shall be managed by a board of directors consisting of no less than three and no more than 5 members. The board of directors shall be elected at the annual meeting

Section 2. Compensation: No director shall receive compensation for any service he may render to the Association as such; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3. Actions Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors, provided the action is memorialized by a writing signed by all directors.

ARTICLE V

Meeting of Directors

Section 1. Regular Meeting: Regular meetings of the Board of Directors shall be held periodically, without notice, at such place and hour as may be determined by the Board.

Section 2. Special Meeting: Special meetings of the Board of Directors shall be held when called by any one (1) director, after not less than twenty-four (24) hours notice to the other directors.

Section 3. Quorum: A vote of a majority of the directors shall be regarded as an act of the Board.

Section 4. Waiver of Notice: Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI

Powers and Duties of the Board of Directors

Section 1. Powers: In addition to their other authority, the Board of Directors shall have the power to:

A. Formulate and propose rules and regulations governing the use of the Common Elements and facilities and the personal conduct of the members and their guests thereon,

amendments thereto and penalties for the infraction thereof and to enforce such rules and regulations as may from time to time be in force in the name of the Association.

B. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration.

C. Foreclose the lien against property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

D. Open bank accounts on behalf of the property and to designate the signatories required therefor.

E. Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or surrendered by the owners to the Board of Directors.

F. Purchase a unit at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise.

G. Sell, mortgage, cast the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise deal with units acquired by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners.

H. The powers granted herein with respect to items C, E, F and G shall be exercisable by a single director acting on behalf of the Association if approved by the Board.

Section 2. Duties: It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all of its acts and affairs.

B. As provided in the Declaration to:

1. Fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period.

2. Send written notice of each assessment to every owner subject thereto at least ten (10) days in advance of each assessment period, unless such notice is waived in writing by the owners.

C. Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If such a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

D. Procure and maintain adequate liability and hazard and other insurance on the property owned by the Association.

E. Cause all officers and/or employees having fiscal responsibilities to be bonded, as may be deemed appropriate

F. Cause the common areas to be maintained.

G. Grant easements through or over the Common Element.

H. Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of a unit or any other portion of the condominium.

I. Make contracts and incur liabilities in connection with the operation of the condominium.

J. Maintain a current roster of names and addresses of unit owners to which all notices shall be sent

K. From time to time, as deemed necessary by the board, an audit of the Associations financial statements and procedures shall be conducted

ARTICLE VII

Officers and Their Duties

Section 1. Enumeration of Offices: The officers of this Association shall be a president, Vice-President, secretary and treasurer, who shall at all times be members of the Board of Directors. The position of secretary may be combined with the treasurer in the discretion of the Board.

Section 2. Election of Officers: The election of officers shall take place annually at the first meeting of the directors.

Section 3. Term: The officers of this Association shall be elected annually by the directors and each shall hold office until his successor is elected, unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Resignation and Removal: Any officer may resign at any time, giving written notice to the president or the 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 5. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 6. Duties: The duties of the officers shall be as follows:

A. President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors.

B. Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

C. Treasurer: The treasurer shall receive and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members;

D. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; and keep appropriate current records showing the legal owners of each unit together with their addresses and contact information.

ARTICLE VIII

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, By-Laws and Articles of the Association shall be available for inspection by any member at the principal office of the Association, or copies may be purchased at a reasonable cost.

ARTICLE IX

Assessments

Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the

due date at the rate of twelve percent (12%); and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose a lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Elements or abandonment of his unit. A single officer of the association may bring action on behalf of the association to enforce the provisions hereof.

There are two types of Assessments relevant to the management of the Association; Assessments for Capital Spending and other Special Assessments necessary for the maintenance of the Common Elements and Annual Assessments (Dues). Examples of the first type of assessments includes things such as renovations and replacement of common areas or elements including projects such as the lakeshore revetment, the roof and the parking lot. Annual Assessments (Dues) serve to underwrite a variety of monthly and annual costs including expenses of management; taxes, fire insurance, casualty and public liability and other insurance premiums, repairs and general maintenance, utilities, landscaping, snow removal, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining from a previous period, and contribution to the Association reserves.

Assessments for Capital Spending and Other Special Assessments

Assessments for Capital Spending and Other Special Assessments must be approved by at least eight of the eleven unit owners. If the members are unable to agree upon the need for an assessment, the nature of an assessment or the amount of the assessment, the members shall submit the matter to binding arbitration pursuant to the procedures set forth in Section 31 below and agree to be bound by the decision of the arbitrator.

Annual Assessments (Dues)

The Board of Directors of the Association will fix the Annual Assessments against each unit at least thirty (30) days in advance of each annual assessment period. This assessment shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine is to be paid by all the condominium unit owners to provide for the payment of all estimated monthly and annual costs as outlined above.

ARTICLE X

Abatement and Enjoining of Violations

The violation of any rule or regulation adopted by the Association, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws:

A. To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions of the Declaration, By-Laws or rules and regulations and the Board of Directors shall not thereby be guilty in any manner of the trespass; or

B. To enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

C. A single officer of the association may bring action on behalf of the association to enforce the provisions hereof.

ARTICLE XI

Sale of Units

Section 1. Sales: No unit owner may sell his unit or any interest therein except by complying with the provisions of this section. A unit owner's sale of his unit shall include the sale of (a) the undivided interest in the Common Element and the facilities appurtenant thereto; (b) the interest in such unit owner in any units theretofore acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale thereof, if any; and (c) the interest of such unit owner in any other assets of the property, hereinafter collectively called the "Appurtenant Interests".

Section 2. Gifts and Devises, Etc.: Any unit owner shall be free to convey or transfer his unit by gift, or to devise his unit by will, or to pass the same by intestacy, without restriction.

Section 3. Payment of Assessments: No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

ARTICLE XII

Rules and Regulations

The Rules and Regulations governing the use of units and common elements of shall be established and may be amended by a majority of the Board of Directors from time to time. The Rules and Regulations shall remain in full force and effect until amended. No amendment shall become effective until the Board has caused a copy of the amended rule or regulation to be delivered, either personally, by electronic mail or by U.S. mail, to each owner appearing on the books of the Association for the purpose of notice. The Rules and Regulations shall run with the ownership of any unit in the condominium and shall be enforced by the Board of Directors on behalf of the Association. Any conveyance of a unit in the condominium shall recite that title thereto is subject to the conditions and restrictions set forth in the Declaration, the Association By-Laws and the Rules and Regulations adopted pursuant to the By-Laws.

ARTICLE XIII

Conflicts

These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration of Condominium, the Plat, or the Articles of Association, the following shall apply:

- A. The provisions of the Act control over the provisions of the By-Laws, the Declaration of Condominium, the Plat, and the Articles of Association.
- B. The provisions of the Declaration of Condominium control over the provisions of the Plat.
- C. The provisions of the Declaration of Condominium and the Plat control over the provisions of the By-Laws and the Articles of Association.
- D. The provisions of the Articles of Association control over the provisions of the By-Laws.

ARTICLE XIV

Amendments

These By-Laws may be amended by consent of at least 8 of the 11 owners, as defined herein and in the Declaration.

ARTICLE XV

Fiscal Year

The fiscal year of the Association shall be the annual period beginning January 1 and ending December 31, or such other fiscal year as the Board of Directors may, from time to time, designate.

IN WITNESS WHEREOF, the directors of BREAKERS VILLAGE ASSOCIATION, LTD have hereunto set their hands this 29th day of August 2021

Nancy L. Bauer-King V.P.
G. Schutz Pres.
Thomas M. Houghbark, Treasurer


Architectural Control

Residents may not add to , delete or change the appearance or structure of the exterior of the building without the express written consent of the Board of Directors

Barbeque equipment, furniture, statues, ornaments, clothes lines, etc, shall not be placed in common areas without the express written consent of the Board of Directors. Exceptions: After submitting a request for approval to the Association Secretary, and having the request approved, ornaments, statues, other pieces of art and bird feeders may be placed within two feet of the unit's limited common area adjacent to the rear decks as long as they do not obstruct the vision of a neighboring unit. Flower pots may be placed in front of the unit with the approval of the Landscaping Committee

All plants in the common areas are to be left undisturbed

Garage doors shall be kept closed when not in use

Window Replacement Specifications

- Window replacements are the responsibility of the owner
- Exterior window color will be "canvas" (Renewal by Anderson). Interior finish is up to the owner
- Replacement shape of the window shall match the old window. If there is any change in the shape of the window being replaced, it must be approved by the Board of Directors

No exterior antennae or window air conditioning units are permitted

Pets

Pets are not allowed in the common area without a leash. Droppings must be picked up immediately

Pets shall not be allowed to create a disturbance or interfere with the rights of others

Residents may not breed, maintain or keep animals for any commercial purpose

Parking

Any garage space shall not be used for any purpose other than as a garage space. There are 20 garage spaces and limited outside parking for the use of units #3 and 6 (which have single space garages) and guests

The parking of boats, boat trailers, snowmobiles, campers and other recreational vehicles shall be permitted only inside the garage.

Common drives must be kept clear at all times

General

No owner shall lease or rent their unit for a term of less than six consecutive months. Prior notice must be given to the Association

A unit owner shall grant a right of access to the unit to... any person authorized by the Board of Directors in order to correct any condition originating in the unit and threatening another unit or the common or limited common elements

No draperies, curtains or screening shall be displayed to exterior view having other than a neutral color

No signs shall be allowed in the common area, limited common area or units, except for signs offering units for sale

Refuse and recycling containers shall be kept inside of the garage portion of the unit until the night before or morning of collection. The empty containers shall be returned to the garage within 12 hours after the refuse / recycling has been picked up

All maintenance and repairs to any unit (including replacement of window panes and glass doors), structural or nonstructural shall be made by the owner of the unit

All maintenance, repairs and replacements to the common and limited common areas shall be made by the Board of Directors and be charged to all the unit owners as a common expense, except unless necessitated by the negligence, misuse, or misconduct of a unit owner, in which case the expense will be charged to the unit owner

Grievance Procedure

In the event that a unit owner believes another unit owner (or owners) is acting in violation of the Declaration, Bylaws or the Rules and Regulations, the unit owner should

communicate his/her concerns directly to the other unit owner(s). If communication among the parties involved does not resolve the matter to the mutual satisfaction of the parties involved, any of those parties may file a written complaint with the Board of Directors.

The Board of Directors or its designee shall promptly provide a written notice of the alleged violation to the unit owner complained of, who must respond directly in writing to the Board or its designee within seven days. If the unit owner(s) does not respond within that time period, the Board of Directors will deem that the violation has occurred. If the unit owner(s) denies or disputes the allegation, the Board or its designee shall schedule a hearing before the Grievance Committee. The hearing shall be held not less than 14 days or more than 30 days after delivery or mailing of a notice of hearing to the parties involved.

The Grievance Committee shall be appointed by the President of the Association and shall consist of three unit owners who are not relatives of the unit owner(s) complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

The Grievance Committee shall conduct the hearing. The parties and the Grievance Committee shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each unit owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal; conformity to the legal rules of evidence shall not be required.

The Grievance Committee shall render a decision as to whether a violation has occurred and communicate that judgment in writing to the President of the Board of Directors within seven days after the conclusion of the hearing. The decision of the Grievance Committee shall be binding on the unit owners.

Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors shall, without limiting any other rights set forth in the Bylaws, impose a fine in the amount of \$25.00 for the first violation and \$50.00 for later violations which, if not paid within three days, shall bear interest at the rate of 1.8% per year, and shall be a lien against the unit until paid in full.