

PRAIRIE SONG VILLAS CONDOMINIUMS

EXECUTIVE SUMMARY

Condominium Name: Prairie Song Villas Condominium

This Executive Summary was prepared or revised on October 1, 2024 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an  icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser'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 or legal advice.

1. Condominium Association Management and Governance

♦ Condominium association name Prairie Song Villas Condominium Association, Inc.

♦ Association address 700 Larry Ct, Waukesha, WI 53186; Phone: 262-373-1777;

♦ The association is managed:

☐ By the Unit Owners (self-managed)

☒ By a management agent or company

☐ By the declarant (developer) or the declarant's management company

♦ Person(s) to be contacted for more information about the condominium Elite Properties, Inc.

♦ Address, phone number, and other contact information for the contact person
700 Larry Ct, Waukesha, WI 53186

Phone: 262-373-1777, email slark@eliteprop.org

 For condominium document references regarding association governance and a condominium contact person, see Article 4 of the Declaration of the Declaration and Section 4.3 of the Bylaws

2. Parking

♦ Number of parking spaces assigned to each Unit: 02 Number Outside 0 Inside 02

☐ Common Element ☐ Limited Common Element ☒ Included as part of the Unit

☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]

♦ Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, \$ _____ per _____ Other (specify): _____

♦ Parking assignments reserved or designated on the plat or in the condominium documents:

☐ No ☒ Yes -- Where? 2-car garage attached to and part of unit

♦ Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes

♦ Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes

♦ Describe parking available for visitors Driveways during the day and visitor parking spaces

♦ Describe any other parking restrictions No overnight parking or storage of vehicles on driveways overnight without permission of the BOD or as allowed in Sect 7.4

 For condominium document references to parking, see Section 7.4 of the Declaration

3. Pets

♦ Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: Any pet allowed by City of Waukesha ordinances.

- ♦ Pet rules and restrictions: No breeding or commercial uses. All pets must be on a leash if outdoors. All pet excrement must be removed immediately. Pets must be licensed by the municipality.

 For condominium document references regarding pet rules, see Section 7.3 of the Declaration

4. Unit Rentals

- ♦ May Unit Owners rent out their condominium units? ☐ No ☒ Yes -- describe the limitations and restrictions on unit rentals: Lease must be in writing and not be less than a six month term. A copy of the signed lease must be delivered to the COA. The COA deals with the owner of unit for any violations and not the occupant.

 For condominium document references regarding unit rentals, see Section 7.2 of the Declaration

5. Special Condominium Amenities or Features

None

(describe any special amenities and features)

- ♦ 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 -- cost: _____

 For condominium document references regarding special amenities, see _____

6. Unit Maintenance and Repair Responsibilities

- ♦ A Unit Owner's responsibilities for unit maintenance and repair include: The unit itself, any portion of the common elements damaged by a unit owner, their family, guests and invitees. Owner is responsible for watering the lawn in area adjacent to the unit.

 For condominium document references regarding unit maintenance and repair responsibilities, see Section 6.1 and 6.2 of the Declaration and Article 7 of the Bylaws.

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- ♦ Person(s) responsible for common element maintenance, repair and replacement: The COA repairs and maintains all general common elements. Unit owner must water lawn.

- ♦ Repair and replacement of the common elements is paid for by:

☐ Unit Owner assessments

☐ Reserve funds

☒ Both

☒ Other (specify): Unit owner responsible for any damage caused by owner or guests

- ♦ Person(s) responsible for limited common element maintenance, repair and replacement: The COA repairs and replaces while unit owner keeps common elements clean and orderly

- ♦ Repair and replacement of the limited common elements is paid for by:

☐ Unit Owner assessments

☐ Reserve funds

☒ Both

☐ Other (specify): _____

 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Section 6.1 and 6.2 of the Declaration and Article 7 of the Bylaws.

8. Reserve Funds

- ♦ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☒ Yes

- ♦ Does the association have a Statutory Reserve Account*? ☒ No ☐ Yes

Total condominium reserve funds balance is \$ _____

Note: This amount is current as of the date this Executive Summary was prepared or revised.

 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see For specific information about this condominium's reserve funds for repairs and replacements, see Article 5 of the Declaration.

*Note: A "Statutory Reserve Account" is an 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 up to 12 residential 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 has 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. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- ♦ Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

☐ Not applicable (no developer-owned units or declarant control has ended)

☐ No

☒ Yes -- describe in what way: While Declarant is in control of the Association, the Declarant pays no assessments for units but deficit funding.

- ♦ Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: Declarant deficit funding.

 For condominium document references to condominium fees during the declarant control period, see Section 5.11 of the Declaration

10. Expansion Plans

- ♦ Has the Declarant (developer) reserved the right to expand this condominium in the future?

☐ No ☒ Yes -- number of additional units that may be added through the expansion: 12 units

- ♦ Expansion period ends: 10 years from the date of Declaration.

- ♦ Condominium management during the expansion period is by: Bielinski Management, Inc. will manage condominium until Declarant control ceases.

 For condominium document references regarding condominium expansion plans, see See Article 12 of the Declaration

11. Unit Alteration and Limited Common Element Enclosure

- ♦ Unit Owner may alter a unit or enclose limited common elements ☒ No ☐ Yes

- ♦ Describe the rules, restrictions and procedures for altering a unit: All structural changes to a unit and changes to common elements must be approved by the COA.

- ♦ Describe the rules, restrictions and procedures for enclosing limited common elements: Owners may not alter any common element, general or limited without COA permission.

 For condominium document references to unit alterations and limited common element enclosures, see Sections 6.3, 6.4, 7.11 and 7.12 of the Declaration.

12. First Right of Purchase

- ♦ The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale ☒ No ☐ Yes

 For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee

- ♦ The condominium association charges a fee in connection with the transfer of ownership of a unit: ☐ No ☒ Yes -- amount charged: \$ 2 x Current Dues

 For condominium document references to fees charged in connection with a unit ownership transfer, see _____

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ☐ No ☐ Yes -- amount charged: Submit to www.homewisedocs.com

 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☒ No ☐ Yes -- amount charged: \$ _____

 For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

16. Other restrictions or features (optional): _____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. 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 a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

 For condominium document references regarding condominium document amendment procedures and requirements, see _____

This Executive Summary was prepared on the date stated on page one by _____
(print name and title or position).

 **Instructions for Completing the Executive Summary.** The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

 **Executive Summary Legal Requirements.** Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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Directors

Name: MEG GALASKA
Street Address: 1830 MEADOW LANE, SUITE A
City: Pewaukee
State: WI
Zip Code: 53072

Name: Paul Bielinski
Street Address: 1830 MEADOW LANE, SUITE A
City: Pewaukee
State: WI
Zip Code: 53072

Name: Steve Bielinski
Street Address: 1830 MEADOW LANE, SUITE A
City: Pewaukee
State: WI
Zip Code: 53072

Optional Contact Information

Name: TIMOTHY J VOELLER
Address: 1830 MEADOW LANE, SUITE A
City: Pewaukee
State: WI
Zip Code: 53072
Phone Number: 2625744053
Email Address: tvoeller@bielinski.com

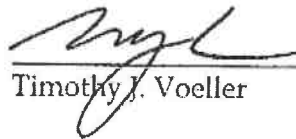
Endorsement

Received Date: FILED
03/17/2021

compensation in reasonable amounts to Members, directors or officers for services rendered and may confer benefits upon its Members in conformity with its purposes.

9. Dissolution. The Association may be dissolved only upon the removal of the Condominium property from the Condominium Act (Chapter 703 of the Wisconsin Statutes). Upon dissolution, other than incident to a merger or consolidation, all of the assets of the Association, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by the majority of the directors of the Association to be similar to those of the Association and that if no such entity is deemed to exist, then all such assets, after payments of such liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed this 17th day of March, 2021.



Timothy J. Voeller

This document was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
1830 Meadow Lane, Suite A
Pewaukee, Wisconsin 53072
(262) 547-6181

INITIAL CONSENT TO ACTION BY THE BOARD OF DIRECTORS

OF PRAIRIE SONG VILLAS CONDOMINIUM ASSOCIATION, INC.

The undersigned, constituting all of the directors of the Board of Directors of Prairie Song Villas Condominium Association, Inc., a Wisconsin non-stock, non-profit corporation, do hereby consent in writing pursuant to the provisions of Section 181.0821 of the Wisconsin Statutes, for the action set forth in the following resolutions:

1. **Organization of a Meeting.**

RESOLVED, that this unanimous consent of the initial directors of the non-stock corporation shall be in lieu of an organizational meeting as required by Section 181.0205 of the Wisconsin Business Non-Stock Corporation Law and shall have the same force and affect as though adopted by a unanimous vote at an initial meeting of the Board of Directors of the non-stock corporation duly called and held.

2. **Approval of Actions by Incorporator.**

RESOLVED, that all actions of the sole incorporator in connection with the organization of the corporation, including, without limitation, executing and causing to be filed and recorded the Articles of Incorporation, are hereby ratified, approved and confirmed.

3. **Election of Officers.**

RESOLVED, that the following persons are elected to the offices of the non-stock corporation as set forth next to their respective names, to hold office until their successors are elected or until their prior death, resignation or removal:

President - Meg Galaska
Vice President - Paul Bielinski
Secretary - Steve Bielinski
Treasurer - Meg Galaska

and the Secretary of the non-stock corporation is directed to cause a Certificate of Newly-Elected Officers and/or Directors to be filed with the Department of Financial Institutions of the State of Wisconsin within twenty (20) days hereafter.

4. **Budget.**

RESOLVED, that the budget, attached hereto, is hereby ratified, approved and confirmed.

5. **Further Actions.**

RESOLVED, that the appropriate officers of the non-stock corporation are hereby authorized and directed on behalf of the non-stock corporation to execute and file such other documents and instruments and to do or cause to be done all such further acts as they may deem necessary or advisable in order to complete the organization and incorporation of the non-stock corporation and to carry into effect the

Document Number

**DECLARATION OF
CONDOMINIUM OF
PRAIRIE SONG VILLAS
CONDOMINIUM**

Document Title

4552828

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 29, 2021 02:40 PM

James R Behrend
Register of Deeds

34 PGS

TOTAL FEE:\$30.00

TRANS FEE:\$0.00

Book Page -



Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.

Bielinski Homes

1830 Meadow Lane, Suite A

Pewaukee, WI 53072

PIN:

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This Declaration of Condominium of Prairie Song Villas Condominium (this "Declaration") is made and entered into by **Bielinski Homes, Inc.** ("Declarant"), pursuant to the Wisconsin Condominium Ownership Act.

Recitals

Declarant owns the real property described and depicted on the attached Exhibit A, upon which Declarant has constructed or intends to construct certain improvements. By this Declaration, Declarant intends to submit the Property and the improvements to the condominium form of ownership and to establish certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Property.

This Declaration contemplates that certain land may be added to the Condominium, but Declarant shall be under no obligation to add any part or all of such land, and Declarant makes no representation that any part or all of such rights reserved herein shall be exercised.

Declaration

Now, therefore, Declarant by this Declaration (i) submits the Property and the improvements, to the condominium form of use and ownership as provided in the Act; (ii) establishes and imposes the provisions, restrictions, conditions, easements and uses herein upon the Property; and (iii) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Property and such portions of the Expansion Real Estate as are added to the Condominium.

ARTICLE 1 DEFINITIONS

The following terms shall have the following definitions:

1.1 Act. The "Act" shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes and as the same shall be amended or renumbered from time to time.

1.2 Association. The "Association" shall mean the Prairie Song Villas Condominium Association, Inc., established under Article 4 hereof. Wherever herein a matter is subject to the "Association," the use of the term "Association" does not necessarily mean that the entire Association is entitled to vote on a particular matter; the Association acts through its Board unless specifically stated to the contrary.

1.3 Association Insurance. "Association Insurance" shall mean all policies of insurance to be maintained by the Association under this Declaration.

1.4 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws.

1.5 Building. A "Building" shall be any free standing structure located on the Property which contains Units, as defined in Section 1.25.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Common Elements. The "Common Elements" shall consist of all of the Condominium except for the Units and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners and are referred to as the "General Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements". The Common Elements are more particularly described in Section 2.4.

1.8 Common Expenses. The "Common Expenses" are any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association, including expenses for landscaping, lawn care, snow removal, improvements to the Common Elements, security lighting, municipal utility services for the common elements, maintenance and management wages, and fees of outside consultants.

1.9 Condominium. The "Condominium" shall be known as Prairie Song Villas Condominium and shall mean the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property and as the Condominium may be expanded from time to time pursuant to Article 12.

1.10 Condominium Documents. The "Condominium Documents" are this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules as may be adopted by the Board pursuant to this Declaration or the Bylaws.

1.11 Declarant. The "Declarant" shall mean Bielinski Homes, Inc. and the successors and assigns of Declarant pursuant to assignment in accordance with Section 17.7 of this Declaration.

1.12 Declaration. "Declaration" shall mean this Declaration of Condominium of Prairie Song Villas Condominium as the same may be amended from time to time.

1.13 Director. A "Director" shall mean a member of the Board.

1.14 Expansion Real Estate. "Expansion Real Estate" shall mean those lands described on Exhibit E and reserved for possible annexation to the Condominium.

1.15 Interest. "Interest" shall mean the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium.

1.16 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Unit or the vendor's interest under a recorded first lien land contract of the Unit.

- 1.17 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.
- 1.18 Occupant. "Occupant" shall mean the Owner or any other person residing in a Unit.
- 1.19 Owner. "Owner" shall mean each fee simple owner of a Unit and each vendee of a Unit under a recorded land contract. The Declarant is an Owner with respect to each Unit to which it holds title.
- 1.20 Phase. "Phase" shall mean any group of Units subjected to this Declaration at the same time. The first Phase consists of those Units described herein and each subsequent Phase will be identified in expansion amendments pursuant to Article 12 hereof.
- 1.21 Plat. "Plat" shall mean that certain plat of condominium comprised of a plat of survey of the Property, building floor plans, unit addresses and Expansion Real Estate as recorded or to be recorded in the Register's Office and as the same may be amended from time to time.
- 1.22 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, and such portions of the Expansion Real Estate as are hereafter added to the Condominium in the manner described in Article 12.
- 1.23 Register's Office. The "Registers Office" is the Office of the Register of Deeds for Waukesha County, Wisconsin.
- 1.24 Rules. A "Rule" or the "Rules" shall mean singular or collectively each rule and regulation established by the Association as provided in Section 4.1.
- 1.25 Unit. "Unit" shall mean a separate freehold estate, consisting of the space bounded and described in Article 2.
- 1.26 City. "City" shall mean the City of Waukesha.

ARTICLE 2 DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

- 2.1 Units. The Condominium shall include eight (8) Units with identification as set forth in Exhibit B. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceilings and floors inside the Unit as depicted on the floor plans attached as Exhibit D. Each Unit also includes all windows and doors (including all glass and locks) and all mechanical and utility installations which exclusively service the Unit.
- 2.2 Garage. Each garage, including all garage doors and windows, shown on Exhibit D shall be a part of the Unit to which it has immediate access as shown on Exhibit D.

2.3 Addresses. The respective addresses of the Units are described on Exhibit C attached hereto.

2.4 Description of Common Elements. The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of the Owner or occupant of the Unit to which they are appurtenant as shown on the Plat. The Limited Common Elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and the portion of driveway immediately adjacent and appurtenant to the garage door to each Unit. The General Common Elements shall consist of all of the Common Elements, except the Unit and the Limited Common Elements. Supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit and the two (2) exterior hose bibs connected to the Unit's plumbing shall be part of the Unit; and all other such lines, pipes, wires or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company.

The private road located within the Condominium shall be part of the General Common Elements. The Association shall keep the private road in good condition and the costs for maintenance, repair, replacement and reconstruction of such private road shall be part of the Common Expenses.

2.5 No Separation of Units. Units may not be separated.

2.6 Merger of Units. (a) If the Owner or Owners of two (2) or more adjacent Units desire to merge the Units, such Owners may merge the Units in accordance with this Section.

(b) The Owner or Owners desiring to merge such Units shall provide written notice to all Owners within the Condominium of the desire to merge the Units. An amendment to the Condominium Documents will be prepared and will require either (1) adoption as an amendment under Section 13.1, or (2) written consent of such Owner(s), its or their Mortgagees, and the Board.

(c) The amendment to the Condominium Documents will (1) assign a new identifying number to the merged Unit, (2) allocate to the merged Unit all of the undivided Interest in the Common Elements and rights to use the Limited Common Elements and the votes in the Association formerly appertaining to the separate Units, and (3) allocate to the merged Unit the liability for Common Expenses and rights to common surpluses formerly appertaining to the separate Units. In addition, the Association shall cause the preparation of plats and plans showing the boundaries and dimensions of the merged Unit, together with the new identifying number. After the instruments set forth herein have been prepared and executed and following payment by the requesting Owner(s) for all reasonable costs of preparation of each of the foregoing instruments, each instrument shall be delivered promptly to the Owner(s) of the merged Unit. The executed instruments shall be effective when executed and recorded in the Register's Office.

2.7 Relocation of Unit Boundaries. Boundaries between Units may be reallocated as provided in Section 703.13(6) of the Act and evidenced by an amendment to the Declaration. If a Unit involved in a proposed boundary reallocation is subject to a Mortgage, then the Mortgagee must also consent to such action. The Owner(s) involved in such reallocation shall pay all costs associated with such reallocation, including the costs of physically adjusting Common Elements between such Units and the expenses of legal and architectural review of the plans and documents to carry out the adjustment. The Association may require that an estimate of such costs be paid as a condition to execution of the amendment, with a final payment made upon completion of any work by the Association.

ARTICLE 3 INTEREST AND COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium. Initially, each Interest is one-eighth (1/8th). The respective Interests may be changed as a result of expansion as set forth in Article 12 and will not exceed one-twentieth (1/20th) of the Condominium if fully expanded.

ARTICLE 4 ASSOCIATION OF UNIT OWNERS

4.1 Administration. The Declarant shall create the Association, which shall be incorporated and shall adopt Bylaws for the governance and administration of the Condominium. The Association shall administer the Condominium and the provisions of this Declaration and the Bylaws, acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements. After adoption, the Rules shall be binding upon Owners and Occupants.

4.2 Membership and Voting. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Except as provided for merged Units in Section 2.6, each Unit shall be vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, to be cast as set forth in the Bylaws. The Association shall not be entitled to vote the percentage Interest of any Unit owned by the Association.

4.3 Control of Association. The Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit is conveyed by the Declarant to any person other than Declarant, until the earliest of: 1) ten (10) years from such date; or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Interests to Owners other than Declarant; or (3) Declarant's election to waive its right of control. Prior to the conveyance of twenty-five percent (25%) of the Interests to Owners other than Declarant, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Interests to Owners other than Declarant, the

Association shall hold a meeting and the Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. For purposes of calculating the percentages set forth in this Section until such time as the rights in Article 12 terminate, the percentage of Interests conveyed to purchasers shall be calculated with reference to the maximum number of Units that may be included in the Condominium as if complete expansion takes place.

4.4 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable with or without cause upon ninety (90) days notice without payment of any penalty.

4.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (1) freedom and safety of access and convenience to other Units; (2) requiring the written agreement of the Owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (3) requiring the Owner's written agreement to pay a fair and reasonable one-time or periodic charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association President (A) indicates in writing or (B) fails to respond within ninety (90) days following the Owner's written submission of a proposal unless, prior to the expiration of such period, additional information is requested of the Owner by the Board or the Board issues its written disapproval.

4.6 Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board may deem advisable.

ARTICLE 5 ASSESSMENTS

5.1 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses. The budget shall include the funding of an adequate replacement reserve out of general assessments and shall set forth the following: (a) all anticipated Common Expenses and any amounts to be allocated to a statutory reserve account, if any, and to any other funds for future expenditures, including but not limited to expenditures for the maintenance, repair and replacement of the private road within the Condominium, (b) the amount and purpose of any other anticipated Association expenditure, (c) the amount in any statutory reserve account or any other funds held for future expenditures, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Owners, and (f) the aggregate amount of any assessment to be levied against Owners and the purpose of the assessment.

5.2 General Assessments. The Association shall levy assessments based on each budget. The budget shall be allocated pro rata based on the Interests of each Unit, except as otherwise set forth in this Declaration.

5.3 Special Assessments and Charges. The Association may also levy (a) special assessments on all Units for any purpose for which a general assessment may be levied, (b) special assessments or fines on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance by such Owner with any provision of the Condominium Documents including without limitation Section 14.2 of this Declaration, and (c) requests by an Owner to service Limited Common Elements above and beyond the normal scheduled service provided by the Association. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Units, review of proposals under Section 4.5, and the like.

5.4 No Statutory Reserve. The Declarant is not establishing a statutory reserve account for the Condominium pursuant to Section 703.163 of the Act and anticipates that future expenditures for the repair and replacement of Common Elements will be funded through a reserve account established and funded pursuant to the terms of this Declaration.

5.5 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date, shall be delinquent and the Owner may be subject to a late charge and/or interest as set forth in the Bylaws or in the Rules. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

5.6 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as provided by law; provided that in the exercise of reasonable business judgment, the Board may elect not to take such measures in cases of hardship or unlikelihood of recovery. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorney fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection, including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

5.7 First Assessment. Except as provided in Section 5.11 below, regular assessments shall be levied and installments thereon shall commence being due and payable as of the date the final certificate of occupancy is issued for the Unit; provided that the monthly installment shall be prorated on a daily basis.

5.8 Initial Working Capital Fund. Each purchaser of a Unit from Declarant shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the general assessment provided for in this Article, or such

greater amount as is designated by the Board. Amounts paid under this Section shall not be considered advance payments of installments of general assessments but shall be maintained as working capital and kept in a segregated account. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs, nor may Declarant apply any of the working capital fund against Association budget deficits during the period of Declarant control. Upon the expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to supplement the replacement reserve fund.

5.9 Association Statements. Within ten (10) days of written request from a Unit Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Unit, if any. Notwithstanding anything to the contrary in the preceding sentence, all Units conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such Units.

5.10 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated among all Owners according to the Interest applicable to their Units. All common surpluses of the Condominium for each of its fiscal years shall be retained for common expenses of the Condominium for the next succeeding fiscal year.

5.11 Deficit Funding. Prior to the date that Declarant has conveyed seventy-five percent (75%) of the Interests to Owners other than Declarant; Declarant will not pay regular assessments but will pay to the Association the amount by which the actual Common Expenses exceed the actual receipts of the Association during the fiscal year, provided however that (a) for this purpose, Common Expenses will not include any amounts in respect of capital expenses or reserves of any sort, (b) Declarant will not be responsible for payment of any amount in excess of the amount which Declarant would have owed had it been responsible for general assessments, and (c) Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to reimbursement from the Association for such expenditures if there are surpluses in that fiscal year.

ARTICLE 6 MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

6.1 Owner's Responsibilities. Each Owner, at Owner's sole cost, shall: (a) perform routine maintenance, repair and replacement of all components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep and maintain in good and orderly condition its Limited Common Elements; (d) repair and replace or pay for the repair or replacement of any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other Occupants of the Unit; (e) pay all separately metered utilities servicing their Unit including but not limited to the water used from the two (2) exterior hose bibs connected to the Unit's plumbing; (f) be responsible for

the watering of the lawn areas and other landscaping located adjacent to their Unit; and (g) be responsible for the reasonable security and safety of such Unit and be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security or safety. Notwithstanding the above, repairs and maintenance of the Limited Common Elements, such as driveways and decks, not due to the fault or negligence of such Owner or such Owner's family, guests or invitees or any other Occupants of the Unit shall be performed by the Association and paid for by the Association as part of the Common Expenses. Any and all replacements of exterior items by the Owner, such as windows, window frames and doors, shall be made in uniformity with the other exterior features of the Condominium.

6.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided at Section 6.1. By virtue of this provision, the Association may determine, for example, the frequency of regular maintenance of patios, decks, driveways and the private road, or the need for special repairs or replacement of particular patios, decks, driveways and the private road.

6.3 Structural Changes by Owner. Owner shall not make any changes within Owner's Unit which will affect the structural soundness of a Building of which it is a part.

6.4 Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any Owner unless written consent has been obtained.

ARTICLE 7 RESTRICTIONS ON USE AND OCCUPANCY

7.1 Permitted Uses. Each Unit shall be occupied and used only for residential purposes and for no other purpose. No trade or business shall be carried on anywhere on the Condominium, except for (1) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale or lease of Units, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant, its specific assignee of its rights under Section 17.7, or its agents for sales of Units or by the Association for conducting its affairs. No Owner or Occupant shall carry on any trade or business under this Section if it is not permitted to be carried on at the Condominium under any ordinance, statute or regulation.

7.2 Leases of Units. An Owner of a Unit may lease the Owner's Unit for terms of not less than six (6) months, except that the Declarant may lease Units it owns on such terms that Declarant desires. Each lease of a Unit shall require that the lessee comply with the terms and provisions of the Act and the Condominium Documents and shall further provide that a breach of the Condominium Documents or Act shall be deemed a default under the lease. Within five (5) business days after entering or renewing a lease for an Owner's Unit, the Owner shall provide a copy of such agreement to the Association. An Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by a lessee or an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to address any breach with the offending lessee or Occupant. Before any lessee occupies a Unit, the Owner shall provide a copy of the Condominium Documents to such lessee. In no event shall an Owner, Occupant or agent of an Owner or Occupant display any sign on the Property or within the Unit which sign is visible from the exterior of the Unit relating to the availability of a Unit for lease or sublease, including, without limitation, a "For Rent" sign.

7.3 Pets. The Owner or Occupant of each Unit may keep animals in the Unit in accordance with the applicable City of Waukesha ordinances (each such animal, a "Pet") and provided the following:

- (a) animals or Pets within the Condominium shall not be kept, bred or maintained for any commercial purposes.
- (b) each Pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board, the Pet is or becomes: offensive; a nuisance; harmful in any way to the Condominium or any Owner or Occupant; or otherwise kept in violation of the terms of this Section or any Rules adopted relating to Pets. Possession of Pets within the Condominium shall not be considered a property right.
- (c) each Pet shall be housed indoors and, if allowed outdoors temporarily, shall be kept on a leash – no chicken coops shall be permitted.
- (d) any Pet excrement within the Condominium shall be removed immediately by the occupant of the Unit in which the pet resides.
- (e) no Pet is permitted to be on any of the Common Elements while personally unattended;
- (f) the owner of each Pet shall comply with such further Rules of Pet ownership as may be promulgated by the Board;
- (g) each Pet is licensed by the City of Waukesha or appropriate licensing authority, if required under applicable ordinances;

Owner may be subject to special assessments by the Board for violation of this Section for costs associated with the Association's enforcement of this Section and the rules and regulations established by the Board, including but not limited to reasonable attorneys' fees.

7.4 No Obstructions. Owner shall not cause or permit the Common Elements, except the Limited Common Elements, to be used in a manner that denies other Owners the full use of such portion of the Common Elements. Walks and drives shall be kept clean and orderly. No person shall occupy, park or otherwise use a vehicle so as to block access to or exit from another Unit or the approach thereto. Junked, inoperative or unlicensed vehicles and vehicles licensed as boats, trailers, buses, campers, camping trucks, house trailers, snowmobiles or other land vehicles (such as ATVs) or the like shall not be stored, parked or placed anywhere on the Common Elements. No vehicle maintenance or lubrication shall be permitted anywhere in the Condominium except washing of cars in driveways or maintenance performed within a garage.

Except as provided below, Owners shall store vehicles in garages as no other vehicles shall be stored, parked, or placed overnight in a driveway of the Condominium without the express written consent of the Board. Notwithstanding the foregoing, Owners may park up to and no more than one (1) "permitted vehicle" overnight in the driveway attached to their Unit's garage provided such parked "permitted vehicle" does not block any sidewalk that intersects with said driveway. For purposes of this section "permitted vehicle" shall be defined as a vehicle without any corporate or commercial lettering on it that is a coupe, sedan, sport utility vehicle, sport utility wagon or minivan with four wheels and the term "permitted vehicle" **shall not include** any of the following vehicles: a) vehicles of any kind that show rust, broken windows, deterioration or missing parts, b) trucks of any kind (light, pick-up, commercial or otherwise), c) station wagons, d) vehicles with corporate or commercial lettering on it, e) vans, or f) any vehicle the Board determines, in its sole discretion, that is not a "permitted vehicle". In the event the Owners or Occupant of a Unit choose to park the one (1) "permitted vehicle", or choose to violate the Declaration and park an unpermitted vehicle, in the driveway overnight the following conditions shall apply: a) if, after a snow event, the Owner or any Occupant has failed to remove the parked vehicle from the driveway in order to allow the snow/ice removal service to remove the snow/ice from the driveway, the Association shall have no obligation to remove the snow/ice from the driveway and the Owner shall be responsible for the removal of all snow/ice from the driveway at their sole cost and expense; b) the Owner of the Unit at which the vehicle is parked shall indemnify and hold harmless the Association, its members, directors, employees, insurers, agents, successor and assigns, from and against any and all claims, demands, causes of action, debts, accounts, agreements, contracts, representations, covenants, obligations, damages, judgments, losses, liabilities, costs, expenses, including, without limitation to, attorneys' fees, and/or claims for indemnification or contribution of whatsoever kind or nature, in law, equity or otherwise that are attributable to the parking of the vehicle in the driveway, including but not limited to snow/ice removal issues due to parking of vehicles, that causes (1) bodily injury, sickness, emotional distress, disease, death, or any other personal injury or adverse health effects, or (2) any damages, injury to or destruction of tangible real or personal property, including loss of use thereof.

7.5 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

7.6 Antennas and Temporary Structures. No antenna, aerial, satellite dish, cable for television or radio reception shall be erected or installed on any roof or any other portion of the Condominium, except as erected or installed by Declarant, the Association, or any individual Owner with written approval by the Board. Notwithstanding the foregoing, no antenna, aerial, satellite dish or cable for television or radio reception shall be installed on the front elevation of any Building. Any satellite dish approved by the Board shall be the smallest sized satellite dish available and shall be installed near the rear of the Building. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must be in compliance with City of Waukesha ordinances. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements without the written consent of the Board.

7.7 Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

7.8 Quiet Enjoyment. Each Owner shall have the right to use its Unit in accordance with this Declaration and applicable law, free from unreasonable interference from other Owners and Occupants.

7.9 Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the Bylaws or Rules of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

7.10 Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and the Association and each Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof, including, without limitation, the City of Waukesha's municipal code, building code and building permit procedures (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Owner or Owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Owner is obligated to maintain and repair, and the Association shall cooperate with such Owner in such proceedings, provided that:

(i) Such Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

(ii) Such Owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a Common Expense.

7.11 Decorations; Signs; Patios Decks and Porches. No Owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No Owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium, except that an Owner may place in the window of Owner's Unit a temporary sign relating to the open house of Owner's Unit for sale not exceeding 18" x 24." No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. All interior window coverings are to be of a neutral color or lined in a neutral color.

7.12 Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change, alter or improve Common Elements or construct or install any items thereon. Any committee therefore shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

7.13 Grills. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Board and all other grills must be covered.

7.14 No Time Shares. No Unit shall be subject to any time share or similar arrangement, whether or not under Wis. Stats. Chapter 707.

7.15 Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or Rules relating to the storage, transport and release to, from, on or in such Unit of any substance or compound governed by any one or more of Wis. Stats. Chap. 144; CERCLA; TOCSA; RCRA; amendments to any of the foregoing; and similar laws now or

hereafter in effect relating to the storage, transport or release of substances and compounds.

ARTICLE 8 RECONSTRUCTION AND CONDEMNATION

8.1 Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the Mortgagees of the Units so affected and with the recordation of an amendment to this Declaration explaining the effects thereof.

8.2 Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, subject to Section 8.3, the Owners of all Units shall be assessed according to their Interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises. The provisions of Article 5 shall apply to all sums assessed for any deficiency.

8.3 Partition. If the insurance proceeds are insufficient to reconstruct or repair the Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and Mortgagees. If such approval is not obtained within thirty (30) days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such action for partition shall be maintained or initiated.

8.4 Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and Association insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed or altered subsequent to initial construction of the Unit.

8.5 Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to the Owners and their Mortgagees as their interests may appear, in accordance with their Interests.

8.6 Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this Section shall control. Each Owner of an affected Unit shall have the right to appeal the necessity of the taking and of the amount of condemnation award with respect to its Unit and Limited Common Elements appurtenant to such Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and the amount of the condemnation award with respect to the General Common

Elements. Any settlement or decision on an appeal by the Association as to the General Common Elements shall be binding upon all Owners. Damages shall be awarded and Interests shall be adjusted as follows:

(a) Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.

(b) If no reconstruction is undertaken, any award for the taking of General Common Elements shall be allocated to all Owners in proportion to their respective Interests.

(c) Where an entire Unit is taken, the Interests and votes on Association matters appertaining to the remaining Units shall be adjusted post-condemnation so that an Interest shall be one (1) divided by the number of Units remaining post-condemnation. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the Units and the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole. Costs of restoration in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Owners having 75% or more of the Interests. Upon partition, the net proceeds of sale of the Condominium, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their Interests. If the 75% approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction shall take place with costs of restoration of Units and the General Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Interests.

ARTICLE 9 INSURANCE

9.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Elements, special causes of loss property damage insurance coverage on the Common Elements, and such other policies or coverage as the Board deems necessary or advisable.

9.2 Coverage of Association Insurance. The property damage insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

9.3 Proceeds. Association Insurance proceeds for property damage loss shall be for the benefit of the Association, Owners of damaged Units and their Mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements except as otherwise provided in Article 8. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to such Unit's Owner.

9.5 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (1) result in termination of any such policies, (2) adversely affect the right of recovery thereunder, (3) result in reputable insurance companies refusing to provide such insurance, or (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, the Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (a) by reason of anything done or kept in a Unit, or (b) the failure of any Owner or Occupant to comply with Association Insurance requirements or (c) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit.

9.7 Exclusions From Coverage. Association Insurance coverage may exclude (1) coverage of the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit; and (2) liability coverage of an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit or relating to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10 RIGHTS OF DECLARANT

10.1 Reserved Rights. Until the sale of all Units in the Condominium, Declarant, or its successors and assigns, may:

- (a) but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, subject to Section 4.4 to which Declarant must abide;
- (b) use the Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models showing the Condominium or maintaining signs;
- (c) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units;
- (d) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it to any third party;
- (e) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements;
- (f) lease Units owned by Declarant on such terms as Declarant desires; and
- (g) make alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction.

ARTICLE 11 RIGHTS OF MORTGAGE HOLDERS

11.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

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

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of mortgage holders as specified in Article 13.

11.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

11.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insured hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of Mortgagees.

11.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty-one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property and (2) sixty-seven percent (67%) in all other cases.

ARTICLE 12 EXPANSION OF CONDOMINIUM

12.1 Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the real estate as the Expansion Real Estate and by constructing thereon, either before or after such expansion, no more than an additional twelve (12) Units. All improvements made on the Expansion Real Estate must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements becoming subject to this Declaration. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or all of the Condominium as such rights are reserved herein. The Units on the Expansion Real Estate and their Owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.

12.2 Effect of Expansion. Upon each such expansion in which Units are added to the Condominium, the following adjustments shall be made:

(a) The Interests shall be recalculated.

(b) The common surpluses and expenses of the Condominium shall be shared among the Owners of all Units according to their Interests as adjusted in the manner set forth above, or as otherwise specifically provided for herein.

(c) Each Owner of a Unit shall be a member of the Association entitled to a vote in accordance with Section 4.2.

12.3 Method of Expansion. Expansion shall occur upon recording amendments and addenda to this Declaration and the Plat describing and showing the location and floor plans of the Buildings, Units, other improvements and Common Elements of that Expansion Real Estate and such amendments need be executed only by Declarant.

12.4 Construction Easement. Declarant hereby reserves an easement across the Condominium for purpose of constructing any improvements upon the Expansion Real Estate. This easement shall expire at such time as Declarant's rights under Article 10 shall expire.

ARTICLE 13 AMENDMENT OF DECLARATION

13.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy-five (75%) of the Interests, or such greater percentage as may be required by the Act. An Owner's consent is not effective unless approved by the Unit's Mortgagee, or the holder of an equivalent security interest, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. The document submitting the amendment for recording shall state that the required consents and approvals for the amendment were received. No action to challenge the validity of an amendment shall be permissible if commenced more than one (1) year after the amendment in question is recorded.

13.2 Requirement for Special Approvals of Certain Amendments. (a) No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

(b) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the construction of a Unit or Common Elements as platted, the Declarant may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to construct the Units or Common Elements.

(c) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit or Common Element as platted, the Declarant, Owner, or Association, as appropriate, may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Unit or Common Elements.

13.3 Material Amendments. A change to the provisions hereof affecting any of the following shall also require approval by 51% of Mortgagees: (a) voting rights; (b)

assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of Common Elements; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on a Unit Owner's right to sell or transfer the Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 14 REMEDIES FOR VIOLATION BY OWNER

14.1 General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, such Owner shall be liable for damages or any other remedy provided by the Bylaws or subject to injunctive relief, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

14.2 Owner Violation: Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit's Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 15 SERVICE OF PROCESS

15.1 Agent. Service of process shall be made on Timothy J. Voeller, 1830 Meadow Lane, Suite A, Pewaukee, Wisconsin 53072 as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the Register's Office.

ARTICLE 16 EASEMENTS

16.1 Right of Entry. A right of entry to each Unit is reserved to the Association and its agents to service utility installations provided request for entry is made in advance and at a convenient time for the Owner. In case of emergency, entry of a Unit may be made immediately, whether the Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

16.2 Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and maintenance of same shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of part or all of a Unit shall be permitted and an easement for such encroachments and the maintenance thereof is prospectively reserved.

16.3 Utility and Emergency Easement. The Condominium shall be subject to an easement granted and reserved to the City of Waukesha for the installation, maintenance, repair and replacement of watermain, sanitary sewer and storm water utilities over, upon and under the portion of the Condominium as described on the Plat. A detailed legal description of the watermain utility easement is found on Exhibit A. Additionally, the Condominium shall be subject to an easement granted and reserved to the City of Waukesha for public safety and public service access, including but not limited to police, fire and rescue services over and upon the portion of the Condominium as described on the Plat as Prairie Song Court. Within these easements, no structure, planting, vehicle or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements or which may obstruct or retard the access of public service entities. The easement areas and all improvements thereon shall be maintained on a day to day basis by the Association as part of the Common Elements. Should it become necessary for the City of Waukesha to maintain the utility and access easements, the Association, or each or any of the Owners shall be invoiced, specially assessed or specially charged for any expenses incurred by the City of Waukesha. All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of: (1) the Declarant; (2) Association; and (3) the City of Waukesha. Any easement granted to the City of Waukesha shall not be terminated without the express written consent of the City of Waukesha that is recorded with any such proposed termination.

16.4 Drainage. An easement is reserved to Declarant, the Association and the City of Waukesha over the Common Elements for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan recorded against the Property. Should it

become necessary for the City of Waukesha to clear or maintain the drainage systems, easements or retention areas, then each of the Owners shall be invoiced or specially charged for any expenses incurred by the City of Waukesha. Such expenses may include, but are not limited to the following: engineering costs, routine maintenance or emergency maintenance. No phone, electric or gas utilities shall be permitted within the drainage easements unless the utility crosses the drainage easement at a ninety-degree angle.

16.5 Further Easements. The Association may grant easements over and through the General Common Elements for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 17 CONSTRUCTION AND EFFECT

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

17.2 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way defines or limits the scope or intent of the various provisions hereof.

17.3 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

17.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

17.5 Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Articles 10 and 12, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

17.6 Remedies and Waivers. All remedies herein are cumulative. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

17.7 Assignment of Declarant's Rights. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's rights under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granted in Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, only the assignee may act as Declarant under this Declaration with respect to the rights assigned and all prior persons holding Declarant's rights shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which successor Declarant may act as above.

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

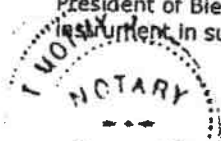
Executed at Waukesha, Wisconsin, this 28th day of January, 2021.

Bielinski Homes, Inc.

By: [Signature]
Frank Bielinski, President

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS.

Personally came before me this 28th day of January, 2021, the above-named Frank Bielinski, as President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.



This instrument was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

[Signature]
Timothy J. Voeller
Notary Public, State of Wisconsin
My Commission is permanent.

EXHIBIT A

Legal Description of Phase 1

All that part of Lot 1, Certified Survey Map No. 12109, recorded in the Waukesha County Register of Deeds office on December 28, 2020, in Book 123 of Certified Survey Maps, page 292 through 298, inclusive, as Document No. 4542874, being located in a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest Corner of the said Southeast 1/4 Section, also being the place of beginning of lands hereinafter described;

Thence North 01°09'54" West along the West line of said Southeast 1/4 Section, 269.74 feet to a point; Thence North 84°07'51" East, 156.72 feet to a point; Thence North 03°28'06" East, 121.30 feet to a point; Thence South 82°56'20" East, 203.23 feet to a point on the East line of said Lot 1; Thence South 03°28'06" West along said East line, 112.00 feet to a point; Thence South 32°45'40" West along said East line, 15.17 feet to the point of curvature; Thence Southwesterly 254.72 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 430.00 feet, whose central angle is 33°56'27" and whose chord bears South 15°47'26.5" West, 251.01 feet to the point of tangency; Thence South 01°10'47" East, 10.03 feet to a point on the South line of said Southeast 1/4 Section; Thence South 88°49'13" West along said South line, 276.41 feet to the point of beginning.

The Area of said Parcel contains 106,994 Square Feet, (or 2.4563 Acres) of land, more or less.

Legal Description of Watermain Easement

A Water Main Easement on, over and across part of Lot 3, Certified Survey Map No. 8738 and part of Certified Survey Map No. 9747, being located in a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest Corner of the said Southeast 1/4 Section; Thence North 88°49'13" East and along the South line of said Southeast 1/4 Section, 276.41 feet to a point; Thence North 01°10'47" West, 10.03 feet to a point; Thence Northeasterly 102.72 feet along the arc of a curve, whose center lies to the East, whose radius is 430.00 feet, whose central angle is 13°14'11", and whose chord bears North 05°39'49" East, 102.47 feet to the place of beginning of lands hereinafter described;

Thence North 69°10'31" West, 108.69 feet to a point; Thence North 27°39'31" West, 113.24 feet to a point; Thence North 03°55'03" East, 251.09 feet to a point; Thence North 08°33'37" West, 101.63 feet to a point; Thence North 81°26'23"

East, 20.00 feet to a point; Thence South 08°33'37" East, 28.55 feet to a point; Thence North 81°26'23" East, 33.26 feet to a point; Thence North 40°16'37" East, 37.48 feet to a point; Thence North 66°56'08" East, 93.66 feet to a point; Thence South 39°33'52" East, 20.86 feet to a point; Thence South 66°56'08" West, 94.85 feet to a point; Thence South 40°16'37" West, 40.25 feet to a point; Thence South 81°26'23" West, 40.77 feet to a point; Thence South 08°33'37" East, 55.26 feet to a point; Thence South 03°55'03" West, 247.62 feet to a point; Thence South 27°39'31" East, 100.00 feet to a point; Thence South 69°10'31" East, 49.49 feet to a point; Thence North 20°49'29" East, 18.73 feet to a point; Thence South 69°10'31" East, 20.00 feet to a point; Thence South 20°49'29" West, 18.73 feet to a point; Thence South 69°10'31" East, 29.18 feet to a point; Thence Southwesterly 20.15 feet along the arc of a curve, whose center lies to the East, whose radius is 430.00 feet, whose central angle is 2°41'06", and whose chord bears South 13°50'58" West, 20.15 feet to the point of beginning.

Easement area of said lands contains 15,023 Square Feet (or 0.3449 Acres) of land, more or less.

EXHIBIT B

(See Attached Survey of Condominium Plat)

CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

PAGE 1 OF 3

**CONDOMINIUM PLAT
OF
PRAIRIE SONG VILLAS
CONDOMINIUM
CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)**

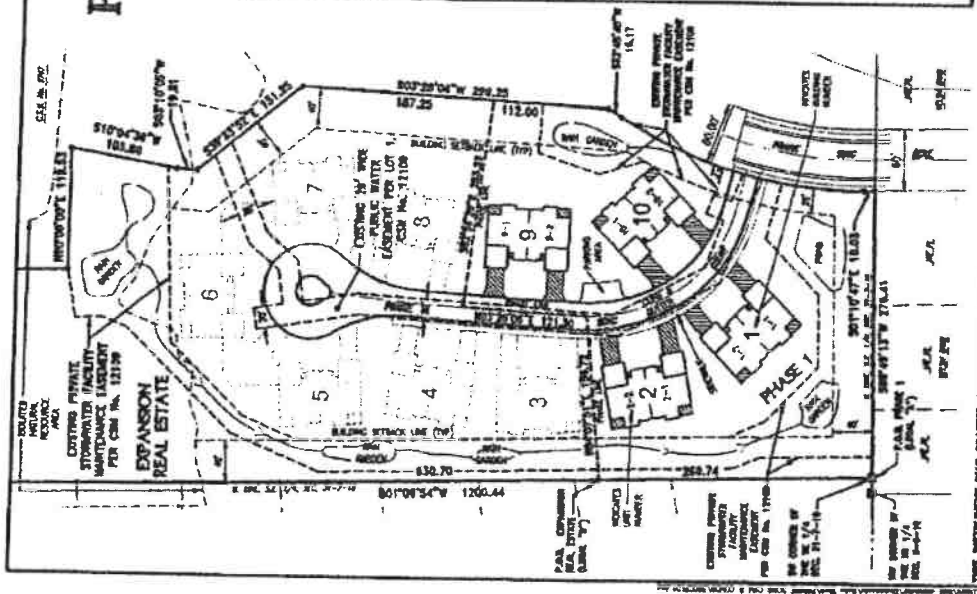
CURVE DATA

ARC	BEARING	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT TO	TANGENT BEARING	TANGENT DIST.
C	45.00	270.00	24.25	20.00	210.00	270.00	270.00	24.25



TRIO
ENGINEERING, LLC
4200 N. CALLETON ROAD
Suite 200
Brookfield, WI 53005
Phone: 262-781-1000
Fax: 262-781-1001

L.C.E. = LOCATED LIMITED
COMMON ELEMENTS



THIS INSTRUMENT WAS DRAFTED BY NICHOLAS L. JOHNS, P.L.S. (P-1122) (TWO ENGINEERS, LLC, BROOKFIELD, WISCONSIN)

DATE: 12/31/20

EXHIBIT C

All addresses are Waukesha, Wisconsin.

Building No.	Unit No.	Unit Address	Floor Plan Styles
1	1-1	410 Prairie Song Court	Olivia 1612
1	1-2	412 Prairie Song Court	Olivia 1612
2	2-1	418 Prairie Song Court	Olivia 1612
2	2-2	420 Prairie Song Court	Olivia 1612
9	9-1	431 Prairie Song Court	Olivia 1612
9	9-2	429 Prairie Song Court	Olivia 1612
10	10-1	423 Prairie Song Court	Olivia 1612
10	10-2	421 Prairie Song Court	Olivia 1612

EXHIBIT D

(See Attached Floor Plans)

EXHIBIT E

LEGAL DESCRIPTION FOR EXPANSION REAL ESTATE

All that part of Lot 1, Certified Survey Map No. 12109, recorded in the Waukesha County Register of Deeds office on December 28, 2020, in Book 123 of Certified Survey Maps, page 292 through 298, inclusive, as Document No. 4542874, being located in a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest Corner of the said Southeast 1/4 Section; Thence North 01°09'54" West along the West line of said Southeast 1/4 Section, 269.74 feet the place of beginning of lands hereinafter described;

Thence continuing North 01°09'54" West along said West line, 930.70 feet to the Southwest corner of Lot 2 Certified Survey Map No. 8738; Thence North 88°50'06" East along the South line of said Lot 2, 310.25 feet the Southeast corner of said Lot 2; Thence South 04°07'31" West, 66.28 feet to a point; Thence South 88°50'06" West, 100.16 feet to a point; Thence South 01°09'54" East, 346.47 feet to a point; Thence North 90°00'00" East, 118.53 feet to a point on the West line of Certified Survey Map No. 9747; Thence South 10°04'39" West along said West line, 103.88 feet to a point; Thence South 03°10'05" West along said West line, 19.81 feet to a point; Thence South 39°33'52" East, 131.25 feet to a point; Thence South 03°28'06" West, 187.25 feet to a point; Thence North 82°56'20" West, 203.23 feet to a point; Thence South 03°28'06" West, 121.30 feet to a point; Thence South 84°07'51" West, 156.72 feet to the point of beginning.

The Area of said Parcel contains 247,148 Square Feet, (or 5.6737 Acres) of land, more or less.

**FIRST AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
PRAIRIE SONG VILLAS
CONDOMINIUM**

Document Number

Document Title

THIS FIRST AMENDMENT to Declaration of Condominium of Prairie Song Villas Condominium is made and entered into by Bielinski Homes, Inc., a Wisconsin corporation ("Declarant").

WITNESSETH:

Declarant recorded a Declaration of Condominium of Prairie Song Villas Condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 4552828 (the "Declaration"), which subjected certain property in the City of Waukesha, Waukesha County, Wisconsin as described on **Exhibit A** attached hereto to the Condominium Ownership Act (the "Act").

In Article 12 of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in **Exhibit E** of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase II Property") and to construct thereon four (4) buildings containing a total of eight (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase II Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW THEREFORE, Declarant, pursuant to Article 12 of the Declaration, as amended, hereby submits the Phase II Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

4629347

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

October 29, 2021 02:06 PM
James R Behrend
Register of Deeds

9 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
1830 Meadow Lane, Suite A
Pewaukee, WI 53072

PIN:

Section 1. Section 2.1 of the Declaration is amended by replacing the number "eight (8)" with "sixteen (16)".

Section 2. Section 3.1 of the Declaration is amended by striking the second sentence of said section and replacing it with the following: "The ownership in each Unit shall include a 1/16th undivided interest in the Common Elements."

Section 3. Exhibits A, B, C, D and E to the Declaration are further amended as follows:

- (i) Exhibits A, B and D as recorded are amended and expanded to include Exhibits 2A, 2B and 2D attached;
- (ii) The attached Exhibit 2C replaces Exhibit C; and
- (iii) The attached Exhibit 2E replaces Exhibit E.

Section 4. By Declarant's submission of the Phase II Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article 12 nor does it represent that its submitting the Phase II Property to the Act fully exercises its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 2E setting forth the remaining Expansion Real Estate.

Section 5. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed this 26th day of October, 2021.

BIELINSKI HOMES, INC.

By: _____

Frank Bielinski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 26th day of October, 2021, the above named Frank Bielinski, as President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledge the same.

Timothy J. Voeller
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

EXHIBIT 2A

Legal Description of Phase II

All that part of Lot 1, Certified Survey Map No. 12109, recorded in the Waukesha County Register of Deeds office on December 28, 2020, in Book 123 of Certified Survey Maps, at Pages 292 through 298 inclusive, as Document No. 4542874, being located in a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest Corner of the said Southeast 1/4 Section; Thence North 01°09'54" West and along the West line of the said Southeast 1/4 Section, 269.74 feet to the place of beginning of lands hereinafter described;

Continuing thence North 01°09'54" West and along the said West line of the said Southeast 1/4 Section, 505.79 feet to a point; Thence South 40°23'29" East, 288.93 feet to a point; Thence South 06°18'43" West, 47.97 feet to a point; Thence South 86°33'33" East, 200.51 feet to a point on the West line of Certified Survey Map No. 9747; Thence South 03°28'06" West and along the said West line, 113.99 feet to a point; Thence North 82°56'20" West, 203.23 feet to a point; Thence South 03°28'06" West, 121.30 feet to a point; Thence South 84°07'51" West, 156.72 feet to the point of beginning of this description.

Said Parcel contains 88,406 Square Feet (or 2.0295 Acres) of land, more or less.

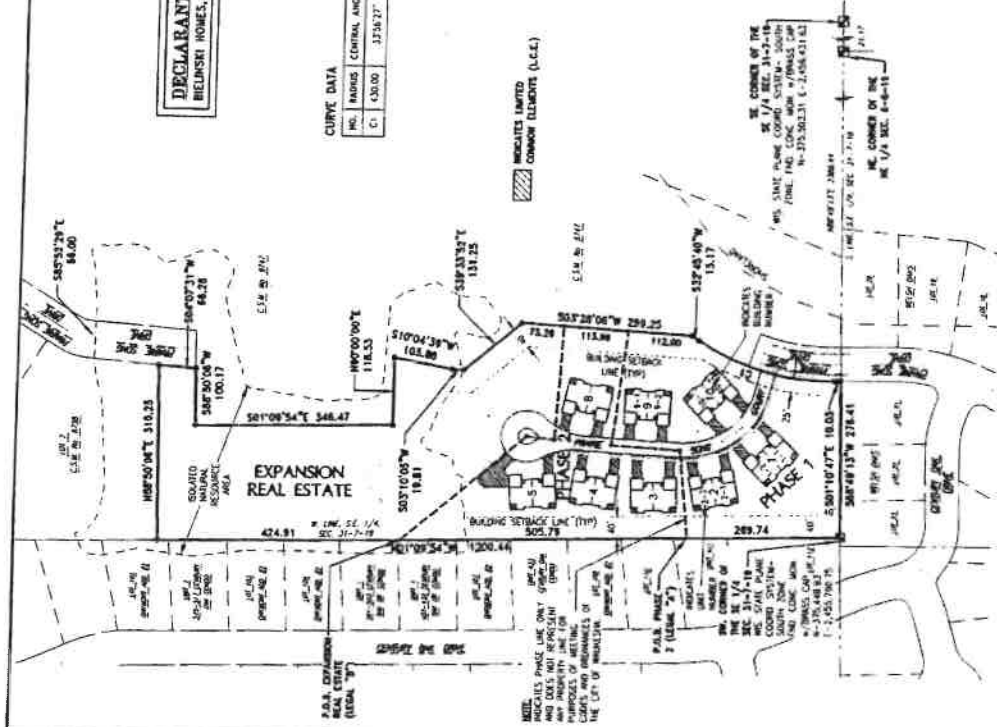
Exhibit 2B

1ST ADDENDUM TO CONDOMINIUM PLAT OF PRAIRIE SONG VILLAS CONDOMINIUM CITY OF WAUKESHA WAUKESHA COUNTY, WISCONSIN (Residential Condominium)



DECLARANT:
REDHART HOMES, INC.

CURVE DATA					
NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
1	430.00	37°58'27"	254.72	251.01	51°47'26.57"
2	430.00	37°58'27"	254.72	251.01	327°43'40.79"



4190 N. CALHOUN ROAD
Suite 240
Brookfield, WI 53005
Phone 262.796.1100
Fax 262.796.1101

- NOTES:**
- ALL DIMENSIONS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD 83) (1446-27), IN WHICH THE SOUTH LINE OF THE SE 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 19 EAST, GRASS 1884973E.
 - ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
 - STAIRS, PATIOS, SCREENS, DECKS AND UNIFORMS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVE.
 - LENGTH OF LIMITED COMMON ELEMENT FROM CHARGE TO CHARGE AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE UNITWAY BETWEEN THE CURB AND THE CHARGE.
 - THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 2 AND THE LAND ADJACENT TO PHASE 1 CONDOMINIUM WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
 - THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE AND OTHER SURVIVOR FEATURES WITHIN COMMON AREAS INCLUDING WITHOUT LIMITATION THE LIFTING JAWS, SERVICE COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
 - THE ISOLATED NATURAL RESOURCE AREA ON THIS PLAT PER SET 1884973E.
 - ALL ELEVATIONS SHOWN HEREON WERE OBTAINED TO THE CITY OF WAUKESHA ON THE CERTIFIED SURVEY MAP NO. 17105, UNLESS OTHERWISE NOTED.

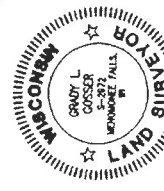
SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSE, do hereby certify that I have surveyed the above described property and the survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "PRairie Song Condominium" and the declaration and location of each unit and the common elements of the Condominium property except the individual units depicted in the Plat and the Declaration.

The survey makes no contention as to the accuracy of the interior line dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 18th day of October, 2021.



Grady L. Gosse, P.L.S.
Professional Land Surveyor S-2972

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSE, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/18/21

PAGE 1 OF 4

1ST ADDENDUM TO CONDOMINIUM PLAT
OF
PRAIRIE SONG VILLAS
CONDOMINIUM
CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

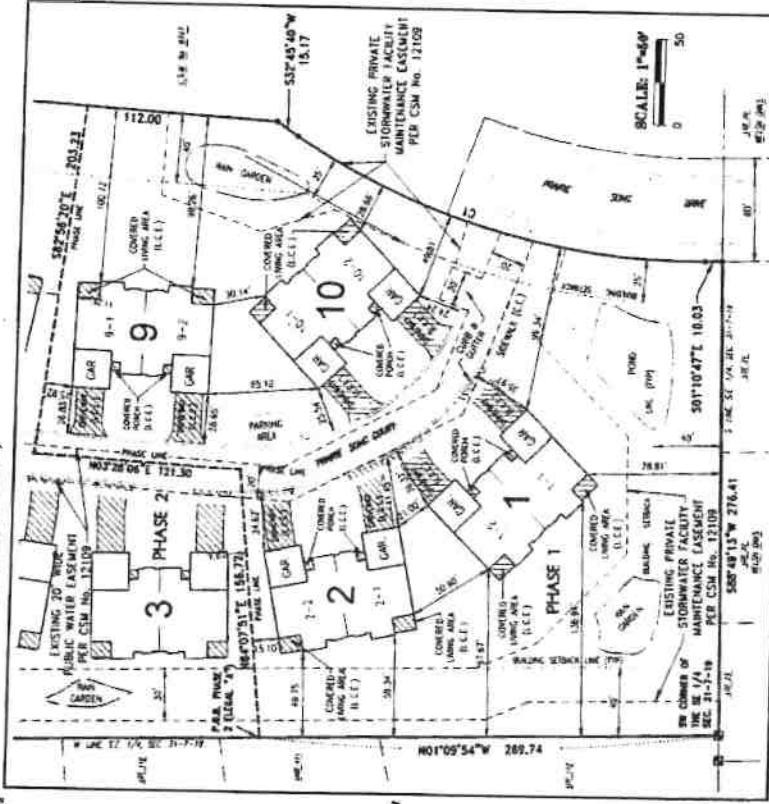
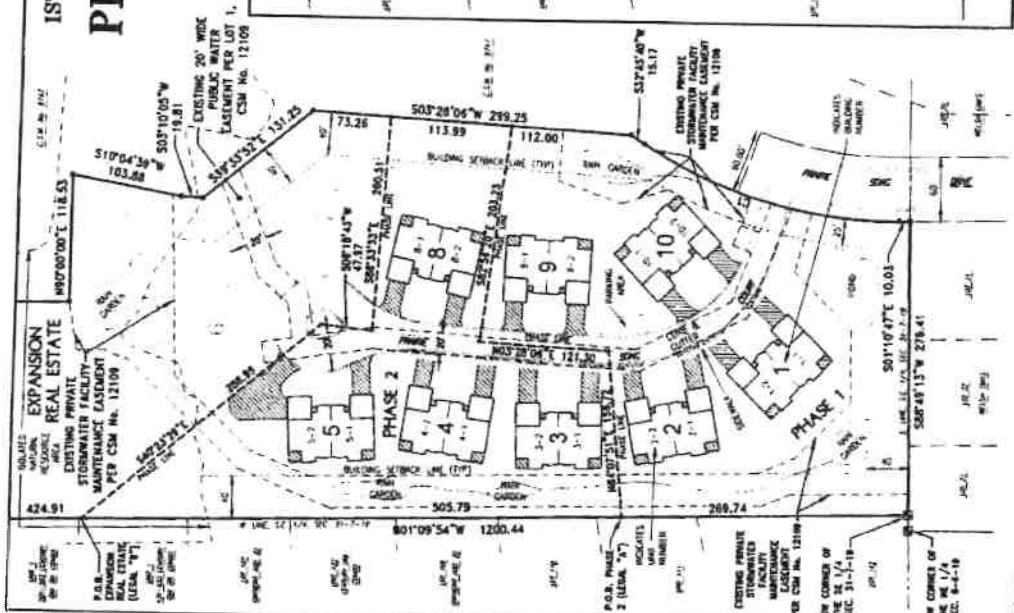
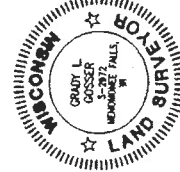
CURVE DATA

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	430.00	33°40'37"	264.12	264.00	S15°47'45.5"W	S37°45'0"W	501°10'47.5



4100 N. CALHOUN ROAD
Suite 500
Brookfield, WI 53006
Phone: 414-779-3444
Fax: 414-779-3444

INDICATES LIMITED
COMMON ELEMENTS (L.C.E.)



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSE, P.L.S. (5-3972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

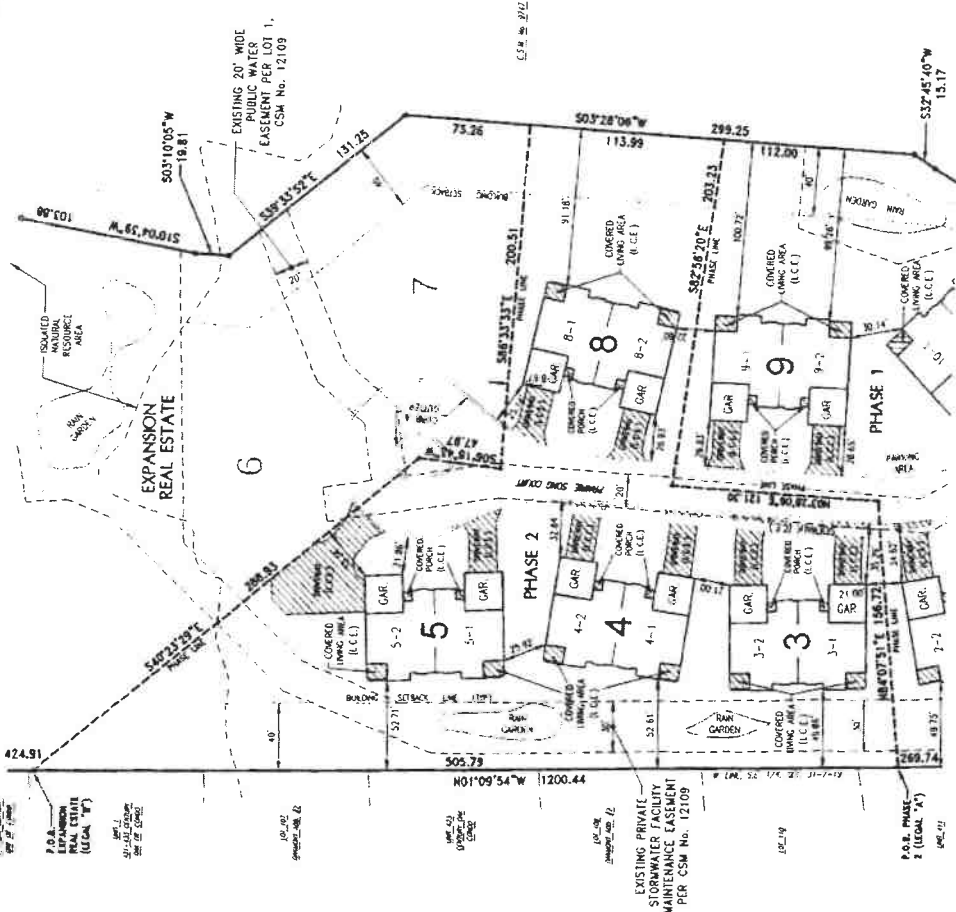
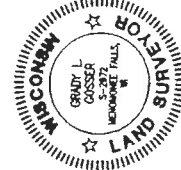
DATE: 10/18/21

1ST ADDENDUM TO CONDOMINIUM PLAT
OF
**PRAIRIE SONG VILLAS
CONDOMINIUM**
CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)



4108 N. CALLEWAY ROAD
Suite 300
Brookfield, WI 53005
Phone: (262) 796-1400
Fax: (262) 796-1401

UNSATURATED LIGHT
COMMON ELEMENTS (L.C.E.)



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSE, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/18/21

Exhibit 2C

All addresses are Waukesha, Wisconsin.

Building No.	Unit No.	Unit Address	Floor Plan Styles
1	1-1	410 Prairie Song Court	Olivia 1612
1	1-2	412 Prairie Song Court	Olivia 1612
2	2-1	418 Prairie Song Court	Olivia 1612
2	2-2	420 Prairie Song Court	Olivia 1612
3	3-1	426 Prairie Song Court	Olivia 1616
3	3-2	428 Prairie Song Court	Olivia 1616
4	4-1	434 Prairie Song Court	Olivia 1616
4	4-2	436 Prairie Song Court	Olivia 1616
5	5-1	442 Prairie Song Court	Olivia 1616
5	5-2	444 Prairie Song Court	Olivia 1616
8	8-1	439 Prairie Song Court	Olivia 1616
8	8-2	437 Prairie Song Court	Olivia 1616
9	9-1	431 Prairie Song Court	Olivia 1612
9	9-2	429 Prairie Song Court	Olivia 1612
10	10-1	423 Prairie Song Court	Olivia 1612
10	10-2	421 Prairie Song Court	Olivia 1612

8

Exhibit 2E

Remaining Expansion Real Estate

All that part of Lot 1, Certified Survey Map No. 12109, recorded in the Waukesha County Register of Deeds office on December 28, 2020, in Book 123 of Certified Survey Maps, at Pages 292 through 298 inclusive, as Document No. 4542874, being located in a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest Corner of the said Southeast 1/4 Section; Thence North 01°09'54" West and along the West line of the said Southeast 1/4 Section, 775.53 feet to the place of beginning of lands hereinafter described;

Continuing thence North 01°09'54" West and along the said West line of the said Southeast 1/4 Section, 424.91 feet to the Southwest corner of Lot 2 of Certified Survey Map No. 8738; Thence North 88°50'06" East and along the South line of said Lot 2, 310.25 feet to the West Right-of-Way line of "Prairie Song Drive; Thence South 04°07'31" West and along the said West Right-of-Way line, 66.28 feet to a point; Thence South 88°50'06" West, 100.17 feet to a point; Thence South 01°09'54" East, 346.47 feet to a point; Thence North 90°00'00" East, 118.53 feet to a point on the West line of Certified Survey Map No. 9747; Thence South 10°04'39" West and along the said West line, 103.88 feet to a point; Thence South 03°10'05" West and along the said West line, 19.81 feet to a point; Thence South 39°33'52" East, 131.25 feet to a point; Thence South 03°28'06" West, 73.26 feet to a point; Thence North 86°33'33" West, 200.51 feet to a point; Thence North 06°18'43" East, 47.97 feet to a point; Thence North 40°23'29" West, 288.93 feet to the point of beginning of this description.

Said Parcel contains 158,742 Square Feet (or 3.6442 Acres) of land, more or less.

12

Document Number

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF PRAIRIE SONG VILLAS
CONDOMINIUM**

4697130

**REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON**

**November 07, 2022 10:16 AM
James R Behrend
Register of Deeds**

**12 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00**

Book Page -



Recording Area

Name and Return Address
**Antonopoulos Legal Group LLC
Attn: Dino Antonopoulos
740 Pilgrim Parkway, Suite 206
Elm Grove, WI 53122**

Parcel Identification Number (PIN)

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF
PRAIRIE SONG VILLAS CONDOMINIUM**

THIS SECOND AMENDMENT to Declaration of Condominium of Prairie Song Villas Condominium (the "Amendment") is made and entered into by Bielinski Homes, Inc., a Wisconsin corporation ("Declarant").

RECITALS

A. Declarant recorded a Declaration of Condominium of Prairie Song Villas Condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 4552828 (the "Declaration"), which subjected certain property in the City of Waukesha, Waukesha County, Wisconsin as described on **Exhibit A** attached hereto to the Condominium Ownership Act (the "Act").

B. In Article 12 of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in **Exhibit E** of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

C. Declarant recorded a First Amendment to Declaration of Condominium of Prairie Song Villas Condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 4629347 (the "First Amendment"), which subjected a portion of the Expansion Real Estate identified as Phase II of the Prairie Song Villas Condominium (the "Phase II Property") to the Declaration.

D. Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase III Property") and to construct thereon two (2) buildings containing a total of four (4) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

E. The Phase III Property, and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW THEREFORE, Declarant, pursuant to Article 12 of the Declaration, hereby submits the Phase III Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, the Declaration, the First Amendment, and all matters of record on the date hereof and the following restrictions and conditions:

1. **Units.** Section 2.1 of the Declaration, as amended, is further amended by replacing the number "sixteen (16)" with "twenty (20)".

2. **Units Interest.** Section 3.1 of the Declaration, as amended, is further amended by striking the second sentence of said section and replacing it with the following: "The ownership in each Unit shall include a 1/20th undivided interest in the Common Elements."

3. **Exhibits.** Exhibits A, B, C-1, and D to the Declaration, as amended by Exhibits 2A, 2B, 2C, 2D, and 2E, are further amended as follows:

- (i) Exhibits A, B, and D as appended to the Declaration, and as modified by Exhibits 2A, 2B, and 2D are further amended and expanded to include Exhibits 3A, 3B, and 3D attached hereto;
- (ii) The attached Exhibit 3C replaces Exhibit 2C to the Declaration.

4. **No Waiver.** By Declarant's submission of the Phase III Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article 12 nor does it represent that Declarant's submitting the Phase III Property to the Act fully exercises its rights thereunder.

5. **Remaining Terms.** Except as set forth in this Amendment, the Declaration shall remain unchanged and in full force and effect.

Executed this 4th day of November, 2022.

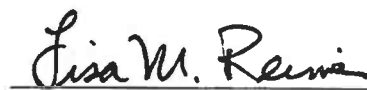
BIELINSKI HOMES, INC.

By:


Paul Bielinski, Vice-President

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

Personally came before me this 4th day of November, 2022, the above-named Paul Bielinski, Vice-President of Bielinski Homes, Inc., who executed the foregoing instrument and acknowledged the same as the act and deed of said entity.

 Lisa M. Reimer
Notary Public, Waukesha County, State of Wisconsin
My Commission: expires 7-24-24

This instrument drafted by:
Attorney Kevin Weiss, Esq.
Antonopoulos Legal Group LLC
740 Pilgrim Parkway, Suite 206
Elm Grove, Wisconsin 53122



EXHIBIT 3A

LEGAL DESCRIPTION OF PHASE III

All that part of Lot 1, Certified Survey Map No. 12109, recorded in the Waukesha County Register of Deeds office on December 28, 2020, in Book 123 of Certified Survey Maps, at Pages 292 through 298 inclusive, as Document No. 4542874, being located in a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest Corner of the said Southeast 1/4 Section; Thence North 01°09'54" West and along the West line of the said Southeast 1/4 Section, 775.53 feet to the place of beginning of lands hereinafter described;

Continuing thence North 01°09'54" West and along the said West line of the said Southeast 1/4 Section, 424.91 feet to the Southwest corner of Lot 2 of Certified Survey Map No. 8738; Thence North 88°50'06" East and along the South line of said Lot 2, 310.25 feet to the West Right-of-Way line of "Prairie Song Drive; Thence South 04°07'31" West and along the said West Right-of-Way line, 66.28 feet to a point; Thence South 88°50'06" West, 100.17 feet to a point; Thence South 01°09'54" East, 346.47 feet to a point; Thence North 90°00'00" East, 118.53 feet to a point on the West line of Certified Survey Map No. 9747; Thence South 10°04'39" West and along the said West line, 103.88 feet to a point; Thence South 03°10'05" West and along the said West line, 19.81 feet to a point; Thence South 39°33'52" East, 131.25 feet to a point; Thence South 03°28'06" West, 73.26 feet to a point; Thence North 86°33'33" West, 200.51 feet to a point; Thence North 06°18'43" East, 47.97 feet to a point; Thence North 40°23'29" West, 288.93 feet to the point of beginning of this description.

Said Parcel contains 158,742 Square Feet (or 3.6442 Acres) of land, more or less.

EXHIBIT 3B

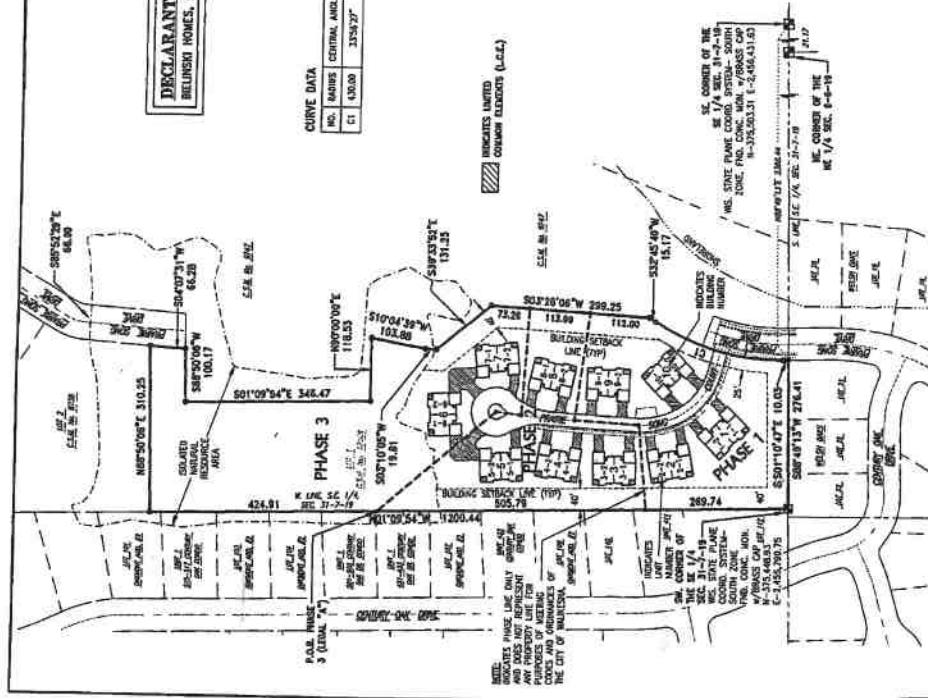
SECOND ADDENDUM TO CONDOMINIUM PLAT OF PRAIRIE SONG VILLAS
CONDOMINIUM

2ND ADDENDUM TO CONDOMINIUM PLAT OF PRAIRIE SONG VILLAS CONDOMINIUM CITY OF WAUKESHA WAUKESHA COUNTY, WISCONSIN (Residential Condominium)



DECLARANT:
BELLINHO HOMES, INC.

CURVE DATA				
NO.	BEARINGS	CENTRAL ANGLE	ARC	CHORD BEARING
1	S 10° 00' 00" E	330° 00' 00"	254.72	S 10° 00' 00" E
2	S 10° 00' 00" E	330° 00' 00"	254.72	S 10° 00' 00" E

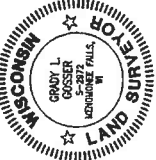


4100 N. CALHOUN ROAD
Suite 300
Brookfield, WI 53005
Phone (262) 790-1440
Fax (262) 790-1441

SURVEYOR'S CERTIFICATE

I, GRADY L. GOSSE, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the actual boundary lines and the location of the buildings and improvements situated thereon as shown on the plat hereunto attached. This Condominium Plat is a correct representation of "PRAIRIE SONG VILLAS CONDOMINIUM" and the location and location of each unit and the common elements of the Condominium can be determined from the plat hereunto attached. I have also surveyed the lot described in the plat and the plat is a correct representation of the actual boundary lines and the location of the buildings and improvements situated thereon as shown on the plat hereunto attached. The survey makes no reference as to the accuracy of the plat. The dimensions set forth on the diagram are those of the actual buildings and are not contained herein.

Dated this 18th day of JULY, 2022.



Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSE, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 7/18/22

2ND ADDENDUM TO CONDOMINIUM PLAT OF PRAIRIE SONG VILLAS CONDOMINIUM

CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

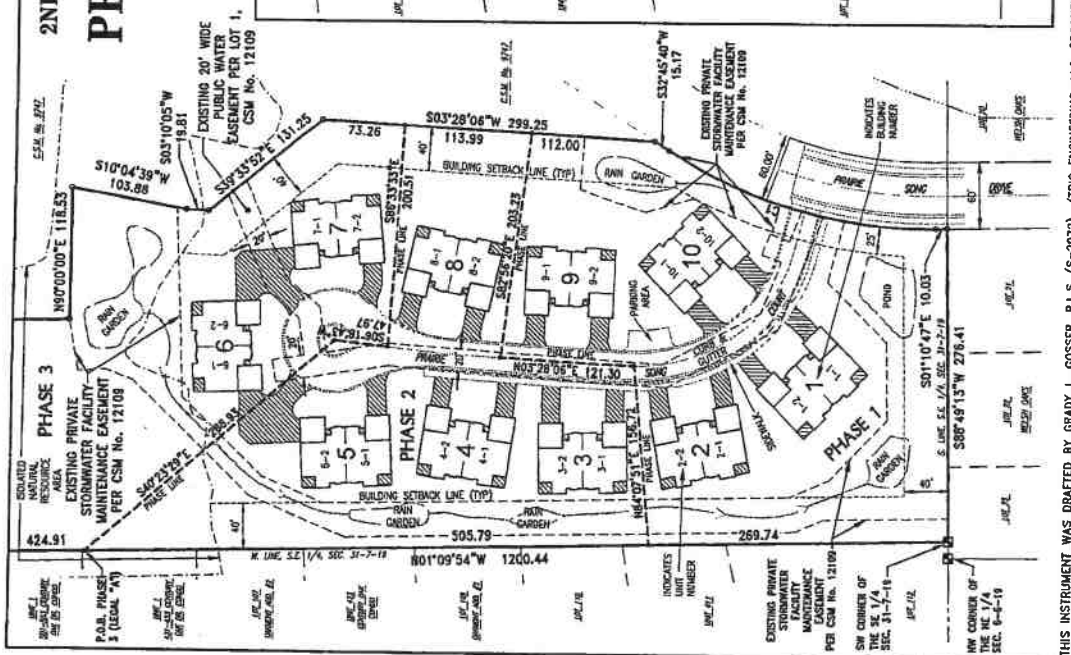
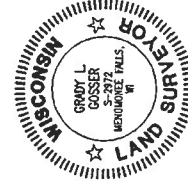
CURVE DATA

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	130.00	33°26'27"	25.472	25.01	S15°47'25.5"W	S32°45'40"W	S01°10'47"E



4100 N. CALHOUN ROAD
Suite 300
Brookfield, WI 53005
Tel: (262) 790-1200
Fax: (262) 790-1481

INDICATES LIMITED
COMMON ELEMENTS (L.C.E.)



DATE: 7/18/22

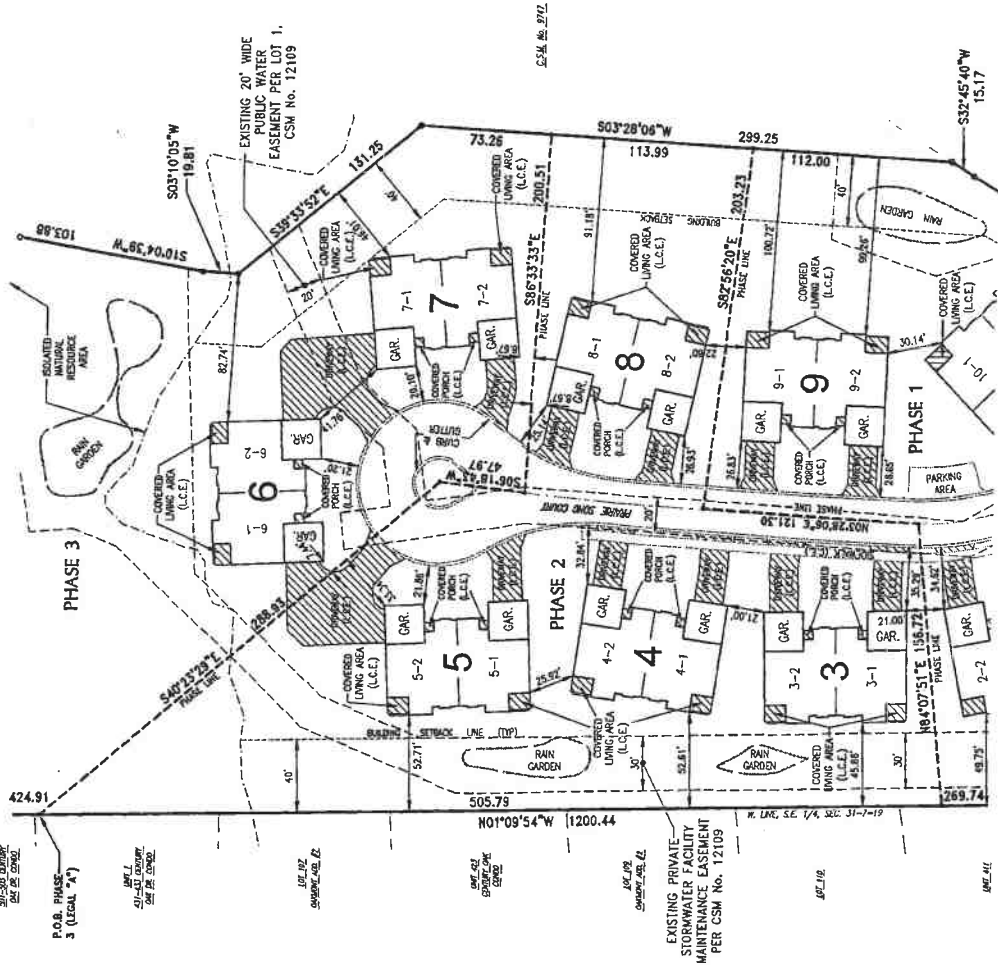
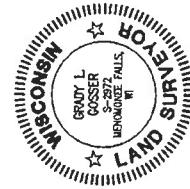
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSE, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

2ND ADDENDUM TO CONDOMINIUM PLAT
OF
**PRAIRIE SONG VILLAS
CONDOMINIUM**
CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)



4100 N. CALHOUN ROAD
Suite 200
Brookfield, WI 53005
Phone (262) 790-1440
Fax (262) 790-1442

INDICATES LIMITED
COMMON ELEMENTS (L.C.E.)



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSE, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

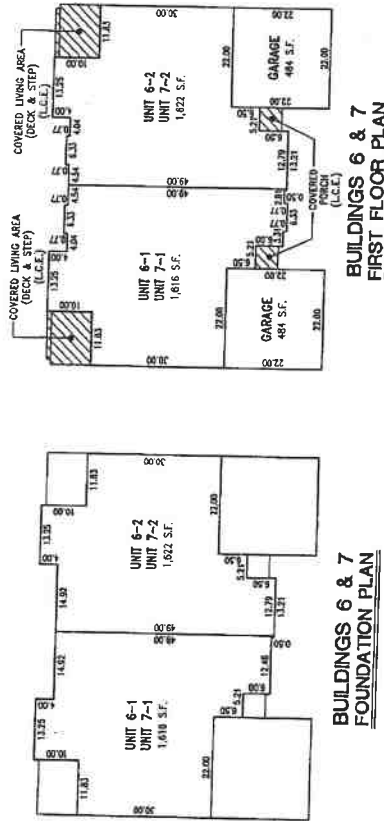
DATE: 7/18/22

PAGE 3 OF 4



**2ND ADDENDUM TO CONDOMINIUM PLAT
OF
PRAIRIE SONG VILLAS
CONDOMINIUM**
CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

BUILDING PLAN DETAIL
SCALE: 1" = 20'



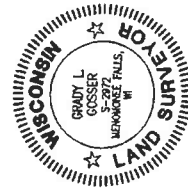
LEGAL DESCRIPTION "A" (PHASE 3):

All that part of Lot 1, Certified Survey Map No. 12109, recorded in the Waukegan County Register of Deeds office on December 28, 2020, in Book 123 of Certified Survey Maps, at Pages 232 through 238 inclusive, as Document No. 4512974, being located in a part of the Southwest 1/4 of the Southwest 1/4 of Section 31, Town 7 North, Range 19 East, in the City of Waukegan, Waukegan County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest Corner of the said Southeast 1/4 Section; Thence North 01°08'54" West and along the West line of the said Southeast 1/4 Section, 775.53 feet to the place of beginning of lands hereinafter described:

[illegible]

Sold Parcel contains 158,742 Square Feet (or 3.642 Acres) of land, more or less.



NOTES:

- *LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB WINGS AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY THAT WILL BE CONSIDERED A COMMON ELEMENT.
- * SQUARE FOOT AREA ARE APPROXIMATE. VARIATION FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- * BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

1100 ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 7/18/22

PAGE 4 OF 4

EXHIBIT 3C

UNIT NUMBERS

<u>Building #</u>	<u>Unit #</u>	<u>Address</u>	<u>Floor Plan Style</u>
Building 6	Unit 6-1	450 Prairie Song Court	Olivia 1616
Building 6	Unit 6-2	452 Prairie Song Court	Olivia 1616
Building 7	Unit 7-1	447 Prairie Song Court	Olivia 1616
Building 7	Unit 7-2	445 Prairie Song Court	Olivia 1616

EXHIBIT 3D
FLOOR PLANS



**Electronically Recorded
4842378**

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 10/17/2025 1:34:53 PM

Total Fee: \$30.00 Page(s): 9
Transfer Tax: \$0.00

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

**THIRD AMENDMENT TO
THE DECLARATION OF CONDOMINIUM
OF**

PRAIRIE SONG VILLAS CONDOMINIUM

Record this document with
the Register of Deeds of
Waukesha County

Name and Return

Address:

Lydia J. Chartre, Esq.

Kaman & Cusimano LLC

111 E. Kilbourn Avenue,

Suite 1700

Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

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

THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PRAIRIE SONG VILLAS CONDOMINIUM

The Declaration of Condominium for Prairie Song Villas Condominiums (the "Condominium"), the affected real property being described on Exhibit A attached hereto, was recorded on January 29, 2021, in the Register of Deeds Office for Waukesha County, Wisconsin as Document #4552828; and

First Amendment to the Declaration of Condominium for Prairie Song Villas Condominiums was recorded on October 29, 2021, in the Register of Deeds Office for Waukesha County, Wisconsin as Document #4629347; and

Second Amendment to Declaration of Condominium for Prairie Song Villas Condominiums was recorded on November 7, 2022, in the Register of Deeds Office for Waukesha County, Wisconsin as Document #4697130 (together, the "Declaration").

Prairie Song Villas Condominium Association, Inc. (the "Association"), who operates and administers Prairie Song Villas Condominium, pursuant to the rights reserved in Declaration Article 13, Section 13.01 desires to amend the Declaration.

Now Therefore, the Association does hereby amend the Declaration as follows:

AMENDMENT A

Modify Declaration Article 6, Section 6.1 entitled Owner's Responsibilities. Said modification to the Declaration is: (new language underlined)

6.1 Owner's Responsibilities. Each Owner, at Owner's sole cost, shall: (a) perform routine maintenance, repair and replacement of all components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep and maintain in good and orderly condition its Limited Common Elements; (d) repair and replace or pay for the repair or replacement of any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other Occupants of the Unit; (e) pay all separately metered utilities servicing their Unit including but not limited to the water used from the two (2) exterior hose bibs connected to the Unit's plumbing; (f) be responsible for the watering of the lawn areas and other landscaping located adjacent to their Unit; and (g) be responsible for the reasonable security and safety of such Unit and be liable for damages caused to any other Unit(s),

or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security or safety. Notwithstanding the above, repairs and maintenance of the Limited Common Elements, such as driveways and decks, not due to the fault or negligence of such Owner or such Owner's family, guests or invitees or any other Occupants of the Unit shall be performed by the Association and paid for by the Association as part of the Common Expenses. Any and all replacements of exterior items by the Owner, such as windows, window frames and doors, shall be made in uniformity with the other exterior features of the Condominium. Any item of maintenance, repair, replacement, or any alteration that is visible from the exterior must be approved in advance by the Board of Directors and the Unit Owner must follow any rules or procedures that may be in place in the Association's Rules and Regulations.

AMENDMENT B

Delete Declaration Article 9 entitled INSURANCE in its entirety.

Insert a new Declaration Article 9 entitled INSURANCE. Said new addition to the Declaration is:

ARTICLE 9 INSURANCE

9.1 Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

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

- (a) Worker's compensation insurance;
- (b) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;
- (c) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;
- (d) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and
- (e) Such other insurance, including cyber or automobile insurance, as it deems necessary.

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

9.4 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

- (a) The personal property within the Unit;

(b) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

(c) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

(d) Special perils contents coverage; and

(e) Sewer backup and sump pump failure coverage.

AMENDMENT C

Modify Declaration Article 13, Section 13.1 entitled General. Said modification to the Declaration is: (deleted language crossed out; new language underlined)

13.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least ~~seventy-five (75%)~~ sixty-seven percent (67%) of the ownership Interests, or such greater percentage as may be required by the Act. An Owner's consent is not effective unless approved by the Unit's Mortgagee, or the holder of an equivalent security interest, if any, to the extent set forth in the Act. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. The document submitting the amendment for recording shall state that the required consents and approvals for the amendment were received. No action to challenge the validity of an amendment shall be permissible if commenced more than one (1) year after the amendment in question is recorded.

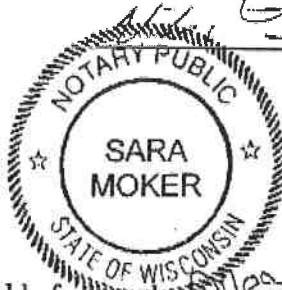
This Third Amendment to the Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Owners with not less than 75 percent of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Third Amendment to the Declaration of Condominium Declaration of Condominium of Prairie Song Villas Condominium this 14 day of OCTOBER, 2025

Prairie Song Villas Condominium Association, Inc., a Wisconsin Non-Stock Corporation,

By: Niles Jacobs
Niles Jacobs President

STATE OF)
COUNTY OF Waukesha) ss.



This document was acknowledged before me by Niles Jacobs, as President of Prairie Song Villas Condominium Association, Inc. on this 14 day of OCTOBER, 2025

Notary Public, State of Wisconsin

Name: Sara Moker

My Commission Expires: 2/4/2028

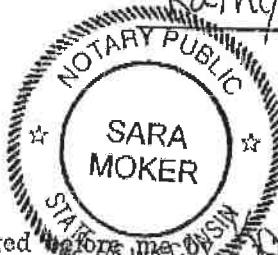
ATTEST:

Prairie Song Villas Condominium Association,
Inc., a Wisconsin Non-Stock Corporation,

By: Kathy Johnson
Kathy Johnson, Secretary

STATE OF

COUNTY OF WAUKESHA) ss.



This document was acknowledged before me by Kathy Johnson as Secretary of
Prairie Song Villas Condominium Association, Inc. on this 14 day of OCTOBER, 2021.

Notary Public, State of Wisconsin

Name: Sara Moker

My Commission Expires:

2/4/2028

This document was drafted by:

Kaman & Cusimano LLC
111 E. Kilbourn Avenue, Suite 1700
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION

Units 1-1 and 1-2 in Building 1, Units 2-1 and 2-2 in Building 2, Units 3-1 and 3-2 in Building 3, Units 4-1 and 4-2 in Building 4, Units 5-1 and 5-2 in Building 5, Units 6-1 and 6-2 in Building 6, Units 7-1 and 7-2 in Building 7, Units 8-1 and 8-2 in Building 8, Units 9-1 and 9-2 in Building 9, Units 10-1 and 10-2 in Building 10 in Prairie Song Villas Condominium(s) created by a "Declaration of Condominium" recorded on January 29, 2021, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 4552828, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Waukesha, County of Waukesha, Wisconsin.

EXHIBIT B**TAX KEY AND ADDRESSES**

TAX KEY	ADDRESS
WAKC0988153	410 Prairie Song Court
WAKC0988154	412 Prairie Song Court
WAKC0988155	418 Prairie Song Court
WAKC0988156	420 Prairie Song Court
WAKC0988161	426 Prairie Song Court
WAKC0988162	428 Prairie Song Court
WAKC0988163	434 Prairie Song Court
WAKC0988164	436 Prairie Song Court
WAKC0988165	442 Prairie Song Court
WAKC0988166	444 Prairie Song Court
WAKC0988167	439 Prairie Song Court
WAKC0988168	437 Prairie Song Court
WAKC0988157	431 Prairie Song Court
WAKC0988159	429 Prairie Song Court
WAKC0988159	423 Prairie Song Court
WAKC0988160	421 Prairie Song Court
WAKC0988169	450 Prairie Song Court
WAKC0988170	452 Prairie Song Court
WAKC0988171	447 Prairie Song Court
WAKC0988172	445 Prairie Song Court

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PRAIRIE SONG VILLAS CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS OF
PRAIRIE SONG VILLAS CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the association is Prairie Song Villas Condominium Association, Inc. (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Condominium of Prairie Song Villas Condominium (the "Declaration"). This Association is organized pursuant to the Wisconsin Condominium Ownership Act, as amended from time to time ("Act") to administer the Condominium. Any and all present or future Owners or Occupants shall be governed by the Declaration, these By-Laws and the Act. Capitalized terms not defined herein have the meanings set forth in the Declaration.

1.3 Members. The Owners are the "Members" of the Association.

1.4 Initial Organization. Notwithstanding any provision set forth in these By-Laws to the contrary, Bielinski Homes, Inc. (the "Declarant") shall designate the initial Board, consisting of three (3) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit owners and shall continue to serve until the events specified in Section 4.3 of the Declaration.

1.5 Location. The principal office of the Association shall be at 1830 Meadow Lane, Suite A, Pewaukee, Wisconsin 53072. The Association may have offices at other such places as the Board may from time to time determine or the Association may from time to time require.

ARTICLE 2. VOTING

2.1 Voting.

(a) Each Unit is vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, as set forth in the Declaration. There shall be no cumulative voting.

(b) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon.

(c) If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

2.2 Majority of Owners. A matter shall be deemed approved if approved by those Owners holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners shall constitute a quorum. Except for meetings of the Board, Members may not transact any business if less than a quorum is present for any Association meeting.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies in writing must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3. MEETINGS

3.1 Roster of Owners. Each Owner shall furnish the Association with the Owner's name and current mailing address and telephone number. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board and may be held virtually at the discretion of the Board.

3.3 Annual Meeting. The annual meeting of the Association shall be held on the second Tuesday in October of each year. At the annual meeting, one or more members of the Board may be elected by the Owners may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Majority of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Members, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless written waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery or mailing.

3.6 Adjourned Meetings. If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7 Parliamentary Procedure. Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

3.8 Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors (when applicable).
- (g) Unfinished business.
- (h) New business.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board composed of three (3) persons. Subject to Section 1.4, at least 2 Directors must be Owners (including, for this purpose, officers of Owners that are entities).

4.2 Election and Term of Office. Each Director elected by the Owners shall hold office for a term of 1 year and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Unit shall cast votes for candidates equal in number to the Directors to be elected.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Condominium including, without limitation, the following:

- (a) Making and enforcing Rules and amendments thereto (including enforcement through the establishment of a system of fines).
- (b) Making and collecting assessments from the Owners in accordance with the provisions of the Declaration, and expending assessments for Common Expenses.
- (c) Executing contracts on behalf of the Association, employing necessary personnel, and carrying out all functions and purposes necessary for the operation of the Condominium.
- (d) Satisfying all liens against the Condominium and paying necessary expenses connected therewith.
- (e) Employing a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this Section.
- (f) Performing such other functions as are required by law or the Declaration.

4.4 Fees. No fee or other compensation shall be paid to any Director at any time except by specific resolution adopted by all of the Owners.

4.5 Reimbursement of Directors. Directors shall be entitled to reimbursement of all reasonable expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Owners or the resignation of a Declarant appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Owners may be removed with or without cause by a majority of the Owners and a successor elected by the Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.8 Organization Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting if a majority of the whole Board is present.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

4.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13 Fidelity Bonds. The Board may require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14 Liability of Directors and Officers. No person shall be liable to the Association or Owners for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or non-action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15. Indemnity of Directors and Officers.

(a) Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such Director or officer. In event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

(b) All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to such person's status as an Owner.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one-year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board. Officers shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general corporate powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties as imposed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Owners, but may be reimbursed for actual out of pocket expenditures.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall annually adopt a budget of Common Expenses and other items as provided in the Declaration. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

6.2 Assessments.

(a) The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 5 of the Declaration. Assessments shall be levied uniformly among the Units except (1) special assessments, fines, fees or charges, and (2) when the Declaration requires or permits that assessments be levied on fewer than all Units. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

(b) Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due.

Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged all costs of collection, including actual attorneys' fees, a 5% late fee and compound interest at the rate of one percent (1%) per month on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to outstanding costs of collection, if any, then interest, if any, and then to the assessment payment first due.

6.3 Unpaid Assessment Could Cause Loss of Vote or Lien on Unit. If an Owner fails to timely pay an assessment or installment thereof, such failure shall be deemed a default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board. An Owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of lien on the Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

6.4 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository.

6.5 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

6.6 Remedies Non-Exclusive. The provisions of these By-Laws shall in no way limit or restrict any other remedies or rights as set forth in the Declaration or the Act and shall not be exclusive, but shall be in addition to all other remedies provided by the Declaration and other laws of the State of Wisconsin. In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against any Owner(s) or defend any claim or allegation by a Unit Owner(s), including any counterclaims, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Owner(s) involved in the claim or defense, all of its costs and expenses, including reasonable attorneys' fees.

ARTICLE 7. OBLIGATIONS OF VARIOUS PERSONS

7.1 Owner Responsibility. Each Owner, at the Owner's own cost, shall:

(a) perform routine maintenance, repair and replacement of all components or installations of the Unit;

(b) pay for the repair and replacement of any portion of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit;

(c) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security;

- (d) water the lawn areas adjacent to the Unit; and
- (e) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.

Failure to comply with any of these By-Laws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.

7.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Section 7.1 of these Bylaws.

ARTICLE 8. AMENDMENTS

8.1 Amendments. These By-Laws may be amended at a duly constituted meeting for such purpose by the Owners of Units representing at least 75% of the total Interests. No amendment shall limit any right herein granted to or reserved by Declarant or its successors and assigns.

ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1 Notice to Association. Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the Mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 10. CONFLICTS

10.1 Conflicts. If any provision of these By-Laws conflicts with the Declaration, the Declaration will control, prevail and supersede.

Prairie Song Villas Condominium Association, Inc.
Amendment to the Bylaws

WHEREAS, the Bylaws of Prairie Song Villas Condominium Association, Inc. at Article 8, Section 8.1, allow amendments of the Bylaws at a regular or special meeting of the Association members by a seventy-five percent (75%) vote of the total Unit Owner Interests; and

WHEREAS, the applicable statute within the Wisconsin Condominium Ownership Act, Section 703.10(5), states that condominium bylaws may be amended by the affirmative vote of 67% of the unit owners; and

WHEREAS the requisite affirmative votes were obtained with regard to amending the Bylaws at the owners' meeting held on August 4th, 2025.

NOW THEREFORE the Bylaws of Prairie Song Villas Condominium Association, Inc. are amended as follows:

AMENDMENT 1

DELETE BYLAWS ARTICLE 3, SECTION 3.3 entitled Annual Meeting in its entirety.

~~**3.3 Annual Meeting. The annual meeting of the Association shall be held on the second Tuesday in October of each year. At the annual meeting, one or more members of the Board may be elected by the Owners may also transact such other business of the Association as may properly come before them.**~~

INSERT A NEW BYLAWS ARTICLE 3, SECTION 3.3 entitled Annual Meeting. Said new addition to the Bylaws is:

3.3 Annual Meeting. For the election of the Board of Directors, the presentation of reports, and the transaction of any other business as is set forth in the meeting notice, the Association's annual meeting will be held at a time, at a place, and on a date during the month of August or such other date as the Board of Directors determines and as stated in the meeting notice.

AMENDMENT 2

DELETE BYLAWS ARTICLE 4, SECTION 4.2 entitled Election and Term of Office in its entirety.

~~**4.2 Election and Term of Office. Each Director elected by the Owners shall hold office for a term of 1 year and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Unit shall cast votes for candidates equal in number to the Directors to be elected.**~~

INSERT A NEW BYLAWS ARTICLE 4, SECTION 4.2 entitled Election and Term of Office. Said new addition to the Bylaws is:

4.2 Election and Term of Office.

(a) Directors are elected at the annual or special meeting of the owners by plurality votes. Each Unit is entitled to cast its vote for as many persons as there are Directors to be elected.

(b) All Directors will be elected for a term of 3 years and at least 1/3 of the Directors must be up for election each year.

AMENDMENT 3

MODIFY BYLAWS ARTICLE 6, SECTION 6.2(b). Said modification to the Bylaws is: (deleted language crossed out; new language underlined)

(b) Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged all costs of collection, including actual attorneys' fees, a 5% as well as late fees and compound interest at the rate set forth in the Rules and Regulations of one percent (1%) per month on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to outstanding costs of collection, if any, then interest, if any, and then to the assessment payment first due.

AMENDMENT 4

INSERT A NEW BYLAWS ARTICLE 6, SECTION 6.7 entitled "Transfer Fee." Said new addition to the Bylaws is:

6.7 Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a transfer fee to the Association in an amount equal to two (2) months' installments of the regular annual Assessments at that time. The fee payment shall be non-refundable, shall be made to the Association at closing (or in any event, concurrent with the transfer) and shall be deposited by the Association into the operating account and/or the reserve account, at the discretion of the Board. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

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

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

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

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

AMENDMENT 5

MODIFY BYLAWS ARTICLE 8, SECTION 8.1 entitled Amendments. Said modification to the Bylaws is: (deleted language crossed out; new language underlined)

8.1 Amendments. These By-Laws may be amended at a duly constituted meeting for such purpose by the Owners of Units representing at least ~~75%~~ 67% of the total Interests. No amendment shall limit any right herein granted to or reserved by Declarant or its successors and assigns.

AMENDMENT 6

INSERT a new BYLAWS ARTICLE 11 entitled, "Notices and Other Actions and Communications." Said new addition to the Bylaws is:

ARTICLE 11. NOTICES, MEETINGS, VOTING, AND OTHER ACTIONS AND COMMUNICATIONS; USE AND APPLICATION OF TECHNOLOGIES

For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

11.1 Service of Notices on the Association and Board. All notices required or permitted by the Declaration, Bylaws, or Rules and Regulations, to the Association or the Board, must be made in writing and sent either:

- (a) by regular U.S. mail, first-class postage prepaid, or
- (b) delivered in accordance with Section 11.3 below, to the Board President, to any two other Directors, to the Association at the address of the **Condominium** Property or its principal office as stated on file with the Wisconsin Department of Financial Institutions if the Association is incorporated, to the Association's manager or management company, if any, to the Association's registered agent as stated on file with the Wisconsin Department of Financial Institutions, or to any other address as the Board may designate by written notice to all Unit Owners.

11.2 Service of Notices on Owners. All notices required or permitted by the Declaration, Bylaws, or Rules and Regulations to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

- (a) personally delivered to the Owner,
- (b) placed under or attached to the front or main entry door of the Owner's Unit,
- (c) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Unit address or to another address the Owner designates in writing to the Board, or

- (d) delivered in accordance with Section 11.3 below.

If there is more than one person owning a single Unit, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Unit.

11.3 New Communication Technologies.

(a) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Wisconsin and federal law, now or in the future, in addition to the methods described in the Sections above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

- (1) any notice required in the Declaration or Bylaws to be sent or received,
- (2) any signature, vote, consent, or approval required to be obtained, and
- (3) any payment required to be made by the Declaration or Bylaws.

(b) The use of electronic mail or other transmission technology is subject to the following:

(1) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have provided the Association an email address or other electronic method of transmission. It is the responsibility of the Owner to ensure the Association has an up-to-date address on file. Any Owner who has not provided such information to the Association will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in Section 11.2 above.

(2) For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology.

(3) An electronic mail or transmission technology is not considered delivered and effective if transmission to the Owner or the Association fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit Owner by either of the methods identified in Section 11.2, above.

11.4 Technologies; Meetings and Voting. Notwithstanding anything to the contrary within these Bylaws, the following provisions apply:

(a) Meetings of the Owners. Any annual or special meeting of the Owners may be held in person, virtually, via video/digital conferencing, or a hybrid of the two. Owners attending the meeting virtually will count toward quorum for the Unit/Units represented. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person, virtually, or electronically, is eligible to vote and to maintain a record of any vote.

(b) Board Meetings. Regular or special meetings of the Board of Directors may be held in person, or via telephone or video/digital conference. Board members attending the meeting virtually or via telephone will count toward quorum.

(c) Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary or property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary or property manager via email or other electronic means. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

PRAIRIE SONG VILLAS CONDOMINIUMS

RULES,

REGULATIONS

&

ENFORCEMENT PROCEDURES

Updated October 2024

The Board of Directors and Management would like to welcome you to PRAIRIE SONG VILLAS CONDOMINIUMS. We are pleased that you have chosen to reside at PRAIRIE SONG VILLAS CONDOMINIUMS and hope that you will enjoy your home.

Condominium living is very different than living in a private residence and the changes may require adjustment for some individuals. Rules governing the day-to-day use of the property have been adopted by the Board of Directors as detailed in this booklet. All residents are subject to all provisions of the Condominium Declaration, Bylaws, and these Rules. At times, these documents or actions taken by the board might not be in direct accord with actions that an Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Residents to demonstrate an attitude of courtesy, responsibility and community involvement.

Owners at PRAIRIE SONG VILLAS CONDOMINIUMS pay a monthly association fee to cover the expense of major functions that are performed for the benefit of all Owners and Residents. The fee includes such things as lawn care, landscaping, pond maintenance, snow removal, exterior building maintenance and professional management services and insurance. Whenever work is done by volunteers, the Association saves money. Although we pay a manager to coordinate daily operations and financial matters, the overall responsibility of the property still belongs with the Owners. PRAIRIE SONG VILLAS CONDOMINIUMS thrives on the help of volunteers. Members of the Board of Directors all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live.

If you have questions, concerns or want to volunteer to help in some way, please contact our property manager, Ms. Sara Moker, at Elite Properties, Inc.

1. **Signs and Banners.** No signs, banners or flags (excluding the U.S. Flag – see Rule 15 below) plaques, or attachments of any kind shall be erected within or on the common elements, or Limited Common Elements without the written consent of the Board of Directors. This restriction also applies to "For Sale" signs placed in vehicles parked on any Condominium roads or driveways. Real Estate signs are limited to a single sign on the front lawn of the property. An informational box for flyers may be attached to the pole. No banners or flags in addition to the "For Sale" sign are allowed. An "Open House" sign, smaller in size than the "For Sale" sign may be placed next to the "For Sale" sign during the hours of the open house. Any directional or open house signs must be smaller than the "For Sale" sign, and may only be displayed during the open house. "For Sale" signs must be removed within 5 days of the date of the closing on the sale of the property.
2. Vehicles shall be parked only in garages or parking area at night. No vehicles may be parked on the streets overnight without prior Board approval. No commercial vehicles, equipment, trailers (including camper and boat), RVs, or inoperable vehicles may be parked outside the garage. Boats, campers, trailers and RVs may be parked in the driveway only for loading or unloading, and may not be parked overnight. Any damage resulting from the boat, camper, trailer or RV being on the driveway or street is the responsibility of the owner. No car repairs are allowed outside of the garage.

3. Permitted animals are those set forth in the Bylaws. No livestock or other animal may be kept on the property. No breeding or commercial activity involving animals is permitted. Animal owners shall immediately cleanup any excrement and shall carry an implement for pickup at all times when walking their animals. All animals outside the confines of the Unit shall be restricted on a leash by a person capable of controlling the animal. Animals shall not be left unattended outside of a Unit. No dog runs or outside fencing are allowed, including invisible fencing.
4. Limited Common Elements must be maintained in clean and proper condition. Residents are responsible for watering the lawns, trees and plantings adjacent to their unit, and the removal of snow up to 2" in depth. Any costs of replacement, repair or liability are the responsibility of the resident if a result of resident neglect. Nothing can be stored outside the unit that is considered unclean, untidy or unsightly. Common barbeque or patio furniture, if maintained, is allowed. Nothing is permitted in the lawn area, driveways (with the exception of a reasonable number of flower pots) on the sidewalks or allowed to be attached to the front pole lights.
5. Barbeque grills are not permitted in the mulch area and must not be visible from the street when not in use. Use of grills on wooden decks is not permitted and shall be used a minimum of 10' from the building structure. Permanently installed grills are not permitted. Grill covers must blend with the surroundings.
6. Residents may conduct business activity within their Unit so long as the activity (a) is not detectable by sight, sound, or smell from outside the unit, (b) conforms with zoning, (c) does not create any safety threat, and (d) does not disrupt other unit owners as may be determined at the sole discretion of the Board of Directors.
7. Low voltage lighting is permitted if placed in existing flower/mulch beds, along the sidewalk. Holiday lighting and decorations are permitted beginning November 21 and must be removed by January 30. No decorative items, such as snowmen, pumpkins, inflatables, etc. may be placed over the outside lighting fixtures at any time. Any damage resulting from the installation of the lighting or decorations will be the responsibility of the resident.
8. No in ground sprinkler or irrigation systems may be installed without prior Board of Directors approval.
9. Drainage swales and ditches cannot be modified. All landscaping maintenance and/or alterations are at the direction of the Board of Directors.
10. No window air conditioning units are permitted.
11. Storm door installations must be approved and should remain a uniform style of White Anderson 3000, with black hardware.
12. Ponds are not to be used for swimming, fishing, boating, ice-skating or any other use. It is the sole responsibility of the responsible adult, relative or otherwise to keep children away from the water. By purchasing a unit, buyer indemnifies and holds harmless the Prairie

Song Villas Condominium Association, Declarant and all other third parties with respect to any damage or injury incurred resulting from the ponds and creeks on the property.

13. No exterior alterations, additions or modifications (including painting) of the Common Elements or Limited Common Elements is allowed except as approved by the Board of Directors.
14. No noise, including that of pets, music or tools, shall disturb other residents between the hours of 9:00 pm and 8:00 am.
15. The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:
 - (a) Owners must notify the Board in advance of installing a satellite dish or antenna.
 - (b) No satellite dishes or antennas may be placed in the common area. Satellite dishes shall be placed in the back of the unit, on the patio/deck area.
 - (c) In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
 - (d) Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the back or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).
 - (e) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.
16. Vines, trellises, and any other items that attach to the building are not permitted. Likewise, rocks, statues, birdbaths etc. may not be placed in the Common Elements or Limited Common Elements where their placement interferes with landscape maintenance. A well maintained U.S. Flag with a pole not exceeding 72 inches in length, and the flag no larger than 36 inches by 60 inches may be attached to the garage door framing. Patio awnings either manual or motorized are subject to Board of Directors approval, which must be obtained in writing before such awnings may be installed. No hanging baskets allowed on the front of the unit. Hanging baskets may only be attached to the fascia board, soffit (into rafter) or under the deck apron. Any damage resulting from the installation of an unauthorized or authorized item will be the responsibility of the resident.
17. Placement of Shepherd's crooks, small figurines, bird baths and yard decorations in muted colors are allowed with the following restrictions:

- (a) Each unit may only have a max of five (5) pots and/or décor items around their unit.
- (b) Shepherd's crooks may not extend more than 84 inches above the ground and may hold not more than four (4) items such as hanging baskets or bird feeders. Bird feeders may ONLY be placed in mulched areas that are NOT adjacent to the building and must be a minimum of 30 feet away from the unit, in the rear of the unit.
- (c) Small figurines, bird baths and yard decorations may be placed in the mulched area only, in the REAR of the unit but not adjacent to the building, and not be offensive to neighboring residents.
- (d) Flower pots placed on either side of the driveway and/or on the front porch must not create an unsafe situation (interfere with access to the walk or porch). Flower pots must also remain in good condition and cleared of planting if plantings are dead or unsightly. Any flower pots on the drive or walk must be removed before winter or the first snow, whichever occurs first.

Please note that anything placed on the common area is at the risk of each individual owner. The Prairie Song Villas, management company or hired contractors will not take responsibility for damaged items due to placement.

- 18. Gutter cleaning on individual units will remain a homeowner responsibility and will not be conducted and/or paid for by the Association.
- 19. The Prairie Song Villas Condominium Association will not conduct pest and/or animal control on the units or common elements, unless there is a risk or threat to the immediate structure or to a hired contractor. The Association cannot control mother nature and it can become costly to attend to all owner requests.

All pest and/or animal control within the unit or in the unit entering from the exterior, remains homeowner responsibility. Owners are able to hire pest/animal control without prior approval of the Board.

20. Solar Panel Installation Policy.

- (a) The Association allows the installation of Solar Panels or Solar Collectors ("Panels") subject to the reasonable direction and discretion of the Board. **Prior** to the installation of any Panel, the written consent of the Board must be obtained.
- (b) Panels shall not be installed on patio or deck railings and the Association may determine the specific location on the roof where the Panels maybe installed within an orientation to the south or within 45 degrees east or west of due south;
- (c) Owner of the unit seeking the installation of the Panels shall:
 - (i) Obtain lien waivers before making payments on any installation;

- (ii) Maintain and repair all solar panels installed; and
- (iii) Indemnify, defend and hold the Association harmless for any damages, including reasonable attorney fees and costs of litigation, caused by the installation, maintenance, repair or removal of the Panels.
- (d) Should Owner fail to maintain or repair the Panels, after 30 days' notice, then the Association may maintain, repair or remove the Panels at Association's option and assess the cost thereof to the Owner.
- (e) If the Panels are causing damage or will cause damage to the Association or another Unit, then only limited notice is required, which depending on the circumstances, could be no notice.

21. Camera/Video Doorbell Installation and Use Policy.

- (a) The Association in general allows the installation of camera door bells and surveillance cameras in those situations and places where the security of either people or property would be enhanced, subject to the prior written consent of the Board. Any camera allowed to be installed must be used in an appropriate, professional, ethical and legal manner consistent with all existing applicable laws and Association policies.
- (b) Cameras will be limited to situations that don't violate the reasonable expectation of privacy as defined by law.
- (c) Purpose. The purpose of this policy is to regulate the use of surveillance cameras to protect the legal and privacy interest of the Association, its members and guests.
- (d) Rules. The function of surveillance cameras is to assist in protecting the safety and property of the Association, its members and guests. Accordingly, any camera used on the property is subject to the following:
 - (i) The primary use of surveillance cameras will be to record images for future identification of individuals in the event of legal or policy violations.
 - (ii) Any images or recordings from cameras located on the exterior of any unit or which captures images outside of units shall be available to the Board on request;
 - (iii) All images or recordings must be maintained by the unit owner or resident for a period of at least 7 days;
 - (iv) If an incident occurs that is substantiated with surveillance camera data and a member, resident or guest (child or adult) is involved, either as a victim or suspect, the data shall be transmitted to the Board or the property manager by the unit owner or resident who owns or controls the camera.

22. Communication, Harassing Behaviors.

- (a) Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at the property manager, its agents, its employees, or vendors.
- (b) Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees, or vendors; the Board, or other Association residents.
- (c) Excessive is defined as more than one (1) contact; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.
- (d) If a question has been asked and answered and is still being asked, that will be construed as excessive.
- (e) If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.
- (f) In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

23. Electric Vehicles. If an Owner/Occupant wishes to charge an electric vehicle on the condominium property, the **Owner/Occupant** may not charge the vehicle from common electric outlets. Electric vehicles may only be charged at an outlet tied to the meter associated with the Owner/Occupant's Unit, such that the Owner/Occupant will be fully responsible for the costs of charging the vehicle.

24. Drones. Drones are strictly prohibited in the Common Areas of the condominium property, unless prior approval has been sought and obtained by the Board of Directors.

25. Conflict of Interest Policy.

- (a) Purpose of Policy. The purpose of this Conflict of Interest Policy is to avoid any conflict of interest that would improperly and adversely impact the actions of the Association Board of Directors, its President or other Covered Persons (as defined below) and to avoid any appearance of conflict of interest.

Conflicts of interest occur when multiple loyalties may pull a person who is in a position to influence a decision toward opposite courses of action; for example, if a Board Member were to vote on a decision that may result in personal or professional gain for the Board Member, their business, their spouse, or a family

member. This Conflict of Interest Policy is intended to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might affect the private financial or other interest of a "Covered Person" as defined below. No policy can cover every possible situation, but the objective of this Policy is to provide guidance that will enable the Board of Directors to identify potential conflict situations and address them so that the Board's decision-making process is not compromised. The Policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit organizations.

- (b) Scope or Covered Persons. The Association's conflict of interest policy shall apply to the following persons ("Covered Persons"): Members of the Board of Directors and officers as defined below. In addition, the members of the Board of Directors and the Board President, in their discretion, may elect to extend the principles and procedures set forth in this Policy to additional Association employees and agents when they reasonably deem such extension to be in the best interest of the Association.
- (c) Definitions.
 - (i) Conflict of Interest. Generally, a conflict of interest may occur if an interest or activity influences or appears to influence the ability of a covered person to exercise objectivity or impairs a covered person's ability to perform his or her responsibilities in the best interests of the association.
 - (ii) Covered Person. Without limitation, a covered person is considered to have a potential conflict of interest when: (a) a covered person or any family member or any controlled entity may receive a financial or other significant benefit as a result of the individual's position on the board of directors; and/or (b) a covered person has the opportunity to influence the association's business, administrative or other material decisions in a manner that leads to personal gain or advantage for the covered person or any family member or for any controlled entity; or (c) a covered person has an existing or potential financial or other significant interest that impairs or might appear to impair the individual's independence in the discharge of his or her duties to the association.
 - (iii) Controlled Entity. A "controlled entity" is one in which a covered person serves as officer, board member, key employee or greater than 35% owner, when the interest of the covered person and family members are taken into account.
 - (iv) Family Member. A "family member" includes all of the following for a covered person: spouse, domestic partner, ancestors, child (whether natural or adopted), brother or sister (whether whole or half-blood), grandchildren, great-grandchildren and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

- (v) Officer. An "officer" is a person appointed to manage the association's daily operations, including the board president, vice president(s), treasurer and secretary.
- (d) Procedures.
- (i) Duty to Disclose. In connection with any actual or possible conflict of interest, any covered person must disclose the existence of their financial or other interest that gives rise to a potential conflict of interest. This includes disclosing all material facts to the board of directors, officers, president or other persons with delegated powers considering the proposed transaction or arrangement before any vote or action is taken. On a matter where there is a potential conflict or perception of conflict, covered persons shall err on the side of disclosure, rather than risk an inappropriate failure to disclose.
- (ii) Determining Whether a Conflict of Interest Exists. After disclosure of the interest and all material facts, and after any discussion with the covered person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- (iii) Procedures for Addressing the Conflict of Interest:
- If the Board, committee or the President has reasonable cause to believe a Covered Person has failed to disclose actual or possible conflicts of interest, it shall inform such Covered Person of the basis for such belief and afford the Covered Person an opportunity to explain the alleged failure to disclose.
 - If, after hearing the Covered Person's response and after making further investigation as warranted by the circumstances, the Board, committee or President determines the Covered Person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- (e) Special Situations.
- Confidential Information. Confidential Information learned by Covered Persons in the course of their service of the Association shall be held in confidence and not disclosed to others nor used for personal gain without the prior consent of the Association.
 - Gifts. As a general rule, Covered Persons may not receive or offer any gift or anything else of significant value for the purpose of influencing the actions of the Association or the Covered Person. Gifts received from vendors, suppliers, consultants and grantees as part of normal business

practice must be declined or given to the Association. This guideline is not intended to prohibit normal business practices such as meeting over meals, corporate items given at conferences or token hosting gifts, so long as they are of nominal and reasonable value and promote the Association's legitimate interests. Any questions regarding special situations should be referred to the Association's President.

26. Collection Policy.

- (a) The regular monthly fees are due on the first day of each month.
- (b) Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.
- (c) Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.
- (d) All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
- (e) The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
- (f) In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g., insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.
- (g) No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.
- (h) A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a compound rate of 1.5% per month until paid.
- (i) The basic collection system of the Board shall be as follows:

- (ii) At 15 days past due, a board member or the property manager may call the delinquent owner;
 - (iii) At 30 days past due, a past due notice may be sent;
 - (iv) At 45 days past due, a second past due notice may be sent; and
 - (v) At 60 days past due, the matter may be referred to the attorney for collection.
- (i) An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.
 - (j) Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.
27. Sale of Unit Transfer Fee
- (a) Please note and disclose at the time of sale that a buyer must pay three (3) times the current dues at the time of closing to be contributed to the Association's reserve account.
28. Rules Enforcement and Grievance Procedure.
- (a) Enforcement. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
- (i) **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
 - (ii) **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.

- (iii) **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- (iv) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00)** shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 - (1) The violation is in direct defiance of a previous mandate from the Board of Directors.
 - (2) The violation was malicious in its intent.
 - (3) The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - (4) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined (*i.e., if alterations are made that cannot be restored to their original state*).
- (b) Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
- (c) Attorney Fees.
 - (i) The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
 - (ii) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**
- (d) Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made

within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

(e) **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

- (i) The Grievance Committee shall consist of two (2) Board members and three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- (ii) The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.
- (iii) For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- (iv) Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- (v) Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - (1) A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
 - d. The hearing shall be divided into two (2) sections:
 - i. The hearing.
 - ii. The determination and decision.
 - iii. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 - iv. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the

Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

- v. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
- vi. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
- vii. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- viii. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
 - 1) The award was procured by corruption, fraud or undue means;
 - 2) There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 - 3) The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 - 4) The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

29. Anti-Discrimination Anti-Harassment Policy.

The Association is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy ("AD-AH Policy") is intended to implement this commitment.

This AD-AH Policy is intended to apply to every owner, resident, and guest at the Association, as well as every employee or agent of the Association. Violation of this AD-AH Policy may result in disciplinary action up to and including termination if the violator is an employee/agent of the Association, or penalties, including fines, if the violator is an owner/resident within the Association.

The Policy of the Association

It is the policy of the Association that discrimination of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

It is the policy of the Association that harassment of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

- (a) For purposes of this AD-AH Policy, prohibited harassment includes both "quid pro quo" and "hostile environment" harassment.

"Quid pro quo" harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person's access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

"Hostile environment" harassment is defined as unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. Hostile Environment Harassment only applies to harassment based on a protected class (sex, religion, race, color, familial status, national origin, or handicap), and the harassment must be on the level of interfering with housing/living environment to be actionable under this AD-AH Policy.

- (b) For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender

identity/expression that has the purpose or effect of unreasonably interfering with an individual's living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

It is the Policy of the Association that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation, is prohibited.

Application of This AD-AH Policy

- It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.
- It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender **identity/expression**.
- It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation.
- This AD-AH Policy applies to *all* employees and agents of the Association, including **contractors/vendors** hired by the Association, and property management personnel.
- An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.
- An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

Procedures

Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action.

To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.