DISCLOSURE MATERIALS
Windermere Estates Condominium Corporation
Documents Book April 20, 2020

Consisting of:

A. Executive Summary
B. Rules and Regulations of Windermere Estates (4/2020)
C. By-Laws, Association of Unit Owners (5/4/2000)
    a. Current Operating Budget (2019-2020)
    b. Statutory Reserve Account Statement With brief legal description (9/20/2004)
D. Maps of Windermere Estates and Tuckaway of Greenfield
E. Historical Documents
    a. Amended Declaration of Condominium of Windermere Estates ((5/14/2008)
    b. Articles of Incorporation of Windermere Estates Condominium Corp (10/22/1976)
    c. Revised Rules and Regulations of Tuckaway of Greenfield (2/19/03)
    d. Amended Restated Plan of Development for Tuckaway of Greenfield (7/29/99)

To: All unit owners and potential buyers of Windermere Estates Condominium units and their real estate agents:

1. **These are the legal documents covering your rights and responsibilities as a condominium owner. If you do not understand any provisions contained in them, you should obtain professional advice.**
2. **These disclosure materials given to you as required by law may, with the exception of the Executive Summary, be relied upon as correct and binding. For a complete understanding of the Executive Summary, consult the Disclosure Documents to which a particular Executive Summary statement pertains. Oral statement may not be legally binding.**

3. **You may at any time within 5 business days following receipt of these documents, or following notice of any material changes in these documents, cancel in writing the contract of sale and receive a full refund of any deposits made.**

    If the seller delivers less than all of the documents required, you have 5 business days following receipt of the documents to cancel in writing the contract of sale or, if the seller delivers a cover sheet and index, to deliver a written request for any missing documents. See the Index, if any, following this information to determine if documents are missing. If you timely deliver a written request for missing documents, you may, at any time within 5 business days following the earlier of either the receipt of the requested documents or the seller's deadline to deliver the requested documents, cancel in writing the contract of sale and receive a full refund of any deposits made.

    You have no further right to cancel the contract of sale based on the documents unless the documents are materially changed.

EXECUTIVE SUMMARY

Condominium Name: Windermere Estates Condominium Corporation

This Executive Summary was prepared or revised on April 20, 2020 (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.

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 Windermere Estates Condominium Corporation
Association address 5328 Sutton Place S, Greenfield, Wisconsin 53221
The association is managed:
XX 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 **Michele Rinka**
Address, phone number, and other contact information for the contact person
5328 Sutton Place S, Greenfield, WI 53221 414-616-1086 michele.rinka@gmail.com
For condominium document references regarding association governance and a condominium contact person, see **Windermere Estates Document Book (Black, 3-ring binder)**

2. Parking
Number of parking spaces assigned to each Unit: 0 Number Outside 20 Inside 0
XX 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) XX No ___Yes, $___ per
Other(*specify*):_____
Parking assignments reserved or designated on the plat or in the condominium documents:
XX No ___ Yes -- Where? _____
Parking spaces assigned to a unit by a separate deed: XX No ___Yes
Ability to transfer parking spaces between Unit Owners: XX No ___Yes
Describe parking available for visitors: 20 parking places available to all 45 unit owners on the common area plus on the drives of the 45 units.
Describe any other parking restrictions: Parking in 20 common area spots is limited to 24 hours; no overnight parking on streets; no trucks, trailers, campers, RVs, snowmobiles or boats are permitted in the common or limited common areas including driveways.
For condominium document references to parking, see Rules and Regs p.14, Section 7.

3. Pets

Are pets allowed? ___No XX Yes describe the kinds of pets allowed: One dog or up to two cats per household. The size of any dog shall not exceed 14" shoulder height.

Pet rules and restrictions: Pets must be on a leash at all times. Pet owners must immediately remove and dispose of all pet litter.

For condominium document references regarding pet rules, see Rules and Regs p.13, Section 6.

4. Unit Rentals

May Unit Owners rent out their condominium units? XX No ___Yes -- describe the limitations and restrictions on unit rentals: All units are intended for and shall be restricted to residential use and owner occupancy.

For condominium document references regarding unit rentals, see Rules and Regs, p.2, Section 2; Bylaws P.1, #3.

5. Special Condominium Amenities or Features

45 free-standing, single units, each with an attached garage. (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? XX 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 **interior** of the unit and the landscaping adjacent to the unit, see Rules and Regs, p.7-8, Section 4 and p. 9-12, Section 5.

For condominium document references regarding **exterior** unit maintenance and repair responsibilities, see Rules and Regs p. 4-6, Section 4. **No exterior changes may be made without written permission.**

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

Person(s) responsible for common element maintenance, repair and replacement: Windermere Board of Directors are responsible within Windermere; the Board of Governors may exercise control of the common project according to the Plan and By-Laws.

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

___ Unit Owner assessments
___ Reserve funds
XX Both
___ Other *(specify):* _____

Person(s) responsible for limited common element maintenance, repair and replacement: Windermere Condominium Association Board members.

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

___ Unit Owner assessments
___ Reserve funds
XX Both
XX Other *(specify):* Unit owner as listed above.

Describe the rules, restrictions and procedures for enclosing limited common elements:
Enclosing limited common areas by unit owners is not allowed.
For condominium document references to unit alterations and limited common element enclosures, see Rules and Regs p.4-6, Section 4 and p. 7-8, Section 5.

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: XX No ___ Yes
For condominium document references to any first right of purchase held by the condominium association, see Tuckaway of Greenfield, Plan of Development, Right of First Refusal null and void by Affidavit of Resolution in Amended Declaration of Windermere Estates.

13. Transfer Fee
The condominium association charges a fee in connection with the transfer of ownership of a unit: XX No ___ Yes -- amount charged: $_____
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: XX No___ Yes -- amount charged: $ _____
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: XX No Yes *See below*
For condominium document references regarding fees charged for providing the condominium disclosure materials, see Rules and Regs, p.2, Section 2. The Windermere Estates Condominium Corporation Documents Book must be turned over to new owners at the time of the acceptance offer of sale. If the book has been lost, there will be a charge of $50 to the current owner to replace it.
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 Amended Declaration of Condominium, p.5, #12; By-Laws p. 10, #40.

For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Rules and Regs, p.1, Section 1.

8. Reserve Funds

Does the condominium association maintain reserve funds for the repair and replacement of the common elements?

___ No XX Yes

Does the association have a Statutory Reserve Account*?

XX No ___ Yes -- reserve 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 Bylaws p.7, #36, Operating and Reserve Fund.

*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?

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

___ No

___ Yes -- describe in what way

Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control:

For condominium document references to condominium fees during the declarant control period, see_____

10. Expansion Plans

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

XX No ___ Yes -- number of additional units that may be added through the expansion:

_____ units

Expansion period ends: _____

Condominium management during the expansion period is by_____

For condominium document references regarding condominium expansion plans, see_____

11. Unit Alteration and Limited Common Element Enclosure

Unit Owner may alter a unit or enclose limited common elements: XX No ___Yes

Describe the rules, restrictions and procedures for altering a unit: No changes, additions, or attachments to the exterior structure and/or alteration of the appearance of the exterior of a unit is permitted without written consent from the Board of Directors.

Limited Common Areas consist of patios, access walks, driveways and the area immediately surrounding each unit.

This Executive Summary was prepared on the date stated on page one by Michele Rinka, Secretary, Windermere Estates (print name and title or position).

H 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.

H 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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(1)

WINDERMERE ESTATES

RULES AND REGULATIONS

GENERAL INFORMATION

HISTORY OF WINDERMERE ESTATES

Tuckaway Golf Course existed on this land until the early 1960s when the members bought land farther south in Franklin. The land, with gently rolling hills and many beautiful mature trees, was purchased by Robert Somers, Sr. of Somers Builders of Greenfield. This complex was an innovative concept at that time. He envisioned a number of separate "villages" each with a different exterior look and an individual design. Each would be governed separately with its own directors and held together by a Board of Governors which evolved with one representative from each association. This concept came alive in 1968 as Tuckaway of Greenfield.
Windermere Estates, with 45 individual homes, is one of ten condominium associations. The other associations are Camelot Village, The Cloisters, Gazebo, Hidden Oaks, La Casa Real, and Woodbridge Village which are accessed from Edgerton Avenue. Amberwood, Cambridge Village, and Fountainview are entered from Grange Avenue. Somerset Lane runs straight through from Edgerton to Grange, but is separated by a gate which can only be opened by emergency personnel. Our roads are not public and are maintained by our association fees. They are also not as wide as public thoroughfares. The gate prevents drivers from using Somerset Lane as a shortcut between the two main roads.

Tuckaway of Greenfield, Inc. has a Restated Plan of Development and a set of uniform By-Laws and Articles of Incorporation which govern all ten associations under its jurisdiction. Each unit owner, by law, should have received a copy of these documents and should, by law, pass them on to a future buyer.

Windermere Estates also has its own set of Rules and Regulations and By-Laws for unit owners to follow. These are also required to be passed on to a new owner.

PRIVACY

The entire condominium complex of Tuckaway of Greenfield is private. Maintenance of our roadways is paid for by all owners. Moving vans, service trucks and delivery vans are allowed. No solicitors are welcome.

WINDERMERE BOARD OF DIRECTORS AND MEETINGS

The Board of Directors consists of five voting members: President, Vice President of Buildings, Vice President of Grounds, Secretary and Treasurer. There is also a Board of Governors' Representative who is non-voting.
Board meetings are held monthly or bi-monthly, usually at the home of one of the Board Members. If a unit owner wants to appear before the Board, he should contact one of the Board Members so time can be set aside at the next meeting. Minutes of each meeting are distributed to each unit owner.

MAINTENANCE FEES

Fees are paid quarterly and are due between the first and tenth day of December, March, June and September.

Windermere Estates Rules and Regulations
Effective April 2020

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SECTION 1: DEFINITIONS: TUCKAWAY OF GREENFIELD, WINDERMERE PRIVATE, COMMON, and LIMITED COMMON AREAS

1) The entire area known as Tuckaway of Greenfield is private property. All member-owners pay for maintenance of our roadways and grounds. No solicitors are welcome.

2) Condominium associations within Tuckaway include: Amberwood Condo Association, Cambridge Village Condo Association, Camelot Village Condo Association, Cloisters of Tuckaway, Fountainview C.O.A., Gazebo Condo Association, Hidden Oaks Condo Association, Association of LaCasa Real, Windermere Estates Condo Corp., Woodbridge of Tuckaway.

3) All Tuckaway Condominium Associations are required to follow occupancy and zoning regulations for the City of Greenfield and Milwaukee County; and all laws, restrictions, and provisions set forth by Wisconsin State Statute 703; and laws regarding association establishment, management, and enforcement through their separate bylaws, which describe responsibilities of condominium boards of directors and member homeowners.*

- **WINDERMERE ESTATES PRIVATE SPACES INCLUDE** the full interior of home units as well as patios, driveways, and planting areas. These areas are designated for use and deemed to be maintained and repaired as needed by homeowners in order to retain or improve the value of each individual unit while not limiting or decreasing the overall value of Windermere Estates. (See detailed information in the sections for Building Maintenance and Landscaping and Grounds care.)

- **WINDERMERE COMMON AREAS INCLUDE** all property within the boundaries of Windermere Estates, excluding all structural and other building components and equipment located within the cubic boundaries of each Building unit as defined above.

- **WINDERMERE LIMITED COMMON AREAS INCLUDE** areas and facilities assigned to and reserved for the use of each unit to the exclusion of use by other units, generally the edge of the roadway and the inside edge of common or perimeter walkways (property boundary for the 14 units with even house numbers on Sutton Place). Detailed descriptions are in the Amended Declaration of Condominium, Item #5 and Exhibit C.

** The complete file of Wisconsin Statutes Chapter 703 regarding condominiums is available at: https://docs.legis.wisconsin.gov/statutes/statutes/703.pdf*
Copies of bylaws, Declaration of Condominium, and all other relevant documentation are included in your homeowner binder along with these Rules and Regulations.

SECTION 2: WINDERMERE ESTATES ASSOCIATION MEMBERSHIP, ASSOCIATION INSURANCE, and HOMEOWNER RESPONSIBILITIES

1) **MEMBERSHIP** to the Windermere Condominium Association is restricted to the name(s) on the deed of each Windermere property.
   - According to Association Bylaw #3, Use and Occupancy, "All units are intended for and shall be restricted to residential use and owner occupancy."
     -- "Homeowner" refers to the person(s) named on the legal deed of the property.
     -- A homeowner is not permitted to rent out the home for any length of time.
     -- A homeowner is not permitted to convert the home to a business property.
   - A homeowner may not operate a business from the home that requires access by the public or the use of delivery or service vehicles.

2) **WINDERMERE ASSOCIATION RULES AND REGULATIONS**
   - Rules and regulations are meant to assure the safety of Windermere residents and assure fair and shared use of Windermere grounds.
   - Homeowners are expected to respect and follow Association Rules and Regulations and abide by Windermere Bylaws, Association of Unit Owners and Windermere Declaration of Condominium. Homeowners are responsible for assuring that family members or visitors follow Windermere Association Rules and Regulations.
   - The Board reserves the right to remind residents of rules enforcement when necessary. Failure to abide by the bylaws or rules and regulations will result in a fine to the homeowner.

3) **INSURANCE**

   The Association, for the benefit of all unit owners, shall insure the property including all of the units and fixtures (but not including furniture, furnishings or other personal property of the unit owners), together with all heating equipment and other service machinery contained therein, and all common elements against loss or damage by fire and such hazards as the Association may deem desirable, for the full insurable replacement cost of the property. Find details about insurance on last page of rules.

3) **DOCUMENT BOOK**
   - By law, each homeowner receives a copy of the Bylaws and the Rules and Regulations.
   - When a homeowner has listed the home for sale, all these documents should be given to the Board secretary, who will update and return them to the new owner.
   - Loss or damage of these documents will result in a $50 replacement fee.

4) **REQUESTS for BUILDING and GROUNDS ACTIONS:**
   - Requests for work on home exteriors must be signed and dated by the legal homeowner. (More details in Rules and Regulations: Building Maintenance)
   - Requests for landscaping and grounds work must be signed and dated by the legal homeowner. (More details in Rules and Regulations: Landscaping and Grounds)

5) **TEMPORARY PLANNED HOME VACANCIES:**
   - Homeowners planning extended absences (such as moving south for winter) must let the Board know how they can be reached in case of an emergency involving their home.
   - Homeowner is responsible for all costs associated with necessary home emergency services (fire, storm damage, etc.) during any period of vacancy.

SECTION 3: WINDERMERE FEES, ASSESSMENTS, VIOLATIONS

1) QUARTERLY HOMEOWNER FEES:

- Fees provide funds for the maintenance of roadways, sidewalks, tree care, shrubs planted by the Association, lawn service, snow plowing, exterior maintenance of Windermere's 45 homes, property insurance, and costs related to the management of Windermere Estates business.
- Fees are billed quarterly by the Windermere Board Treasurer.
- Association maintenance fees and other assessments are deemed delinquent if paid more than 10 days after the due date. Delinquent accounts shall be assessed a late fee of $50 for each month past the due date.

2) VIOLATION OF RULES:

- The homeowner will be assessed a fine of $50 if a fee payment is more than ten days late. An additional $50 fine will be assessed on the first day of each month thereafter as long as fees have not been paid.
- The Board reserves the right to impose a fine for violation of the Windermere Declaration of Condominium, or Windermere Bylaws, or Windermere Rules and Regulations.
- Fines do not waive costs for actual related damages that may have occurred.

3) LIEN AGAINST HOMEOWNER PROPERTY:

- A lien can be filed by the Association because of homeowner's failure to pay fees, assessments, or fines. Any further fines or interest associated with the cost of this legal action, in addition to delinquent fees, will be the responsibility of the homeowner.

4) LEGAL ACTION:

- The Association has the authority to pursue legal action and the Association, if successful, shall be entitled to recover costs from the homeowner regarding legal action, court costs, and attorney fees as may be determined.

5) APPEALS:

- The homeowner may contest any enforcement action employed by the Board of Directors (including fines but excluding arrearages of assessments) by writing a letter to the Secretary of the Board. This written appeal must be received by the Board Secretary within 14 days of the action leading to the appeal. The Board shall review the validity of the appeal, seek a fair remedy, and employ legal advice and counsel when deemed necessary. The decision of the Board (by majority vote) regarding the appeal shall be conclusive.

6) HOME MAINTENANCE OR REPAIRS NEGLECTED BY THE HOMEOWNER:

- After written notice from the Association board, if the homeowner fails to complete the required repair work, the Association board will arrange to have the work completed and charge the homeowner for the cost of the work plus a 25% administrative fee.

SECTION 4: BUILDING MAINTENANCE

Homeowner members and the Association Board must work together in order to assure resident safety, protect property values, prevent property damage, and maintain the aesthetic appeal of Windermere Estates.

- Windermere Estates Association members must abide by City building codes and restrictions.
- Questions, concerns, requests for home maintenance or repairs should be delivered in writing to the VP of Buildings along with the homeowner's name, address, phone number, details about the suspected problem, and be signed and dated by the legal homeowner. Only repair requests signed by the legal homeowner will be considered.
- Homeowners are not permitted to interrupt or interfere with individuals who have been hired by the Association to perform building repairs or maintenance. Additional service costs resulting from homeowner interference or requests for work not originally agreed to by the Association and the hired professional will be billed to the responsible homeowner.
- Unapproved exterior or interior alterations that compromise structural safety of the unit will result in a formal notice to the homeowner to restore the home to its original state. (See Violation of Rules, page 3.)
- The VP of Buildings periodically inspects home exteriors and will contact a homeowner when repair or maintenance appears necessary.
- Any damage to home exterior surfaces caused by the homeowner, homeowner's family or guests must be repaired at homeowner's expense.

HOME EXTERIOR:

Requests for home exterior alterations or repairs must be submitted in writing to the VP of Buildings and no work may begin until the plans have been approved in writing by the Board.

1) WINDOWS AND DOORS:

- Homeowner is responsible for the repair, maintenance, cleaning, and replacement of all exterior doors, windows, screens, and patio doors.
- All replacement exterior doors and windows must be approved and must comply with current residential building, fire, and safety codes.

2) GARAGE DOORS:

- Homeowner is responsible for the repair, maintenance, and replacement of garage doors and garage door openers.
- A new garage door must be white, open overhead, and approved before installation.

3) **ROOFS:** Inspections will be scheduled and repairs made as needed by the Association's contracted personnel. Homeowner is responsible for any damage to roofs caused by removal of any exterior brackets or supports (such as those from satellite dishes).

4) **GUTTERS and DOWNSPOUTS** will be maintained by the Association's contracted personnel as needed. Gutters with leaf screens (not recommended) will not be cleaned by contracted home maintenance personnel.

5) **OUTDOOR FAUCETS** will be repaired if needed by the Association unless damage was caused by the homeowner.

6) **PAINTING of BUILDING EXTERIORS:**
- House painting will be scheduled by VP of Buildings on an as-needed basis.
- Exterior trim colors must be selected from Windermere's approved palette of colors.
- Applying paint, marker, or ink designs to a unit's exterior; or carving into or trimming away any part of the exterior home surface is not permitted. Such damage must be repaired at homeowner's expense.
- **POWER WASHING** is only permitted on brick sections of the house.

7) **EXTERIOR STRUCTURES and FIXTURES ATTACHED TO HOUSES:**

a) THESE ITEMS ARE NOT PERMITTED:
- roof-mounted satellite dish or antenna
- trellises, or permanent window box planters on house or garage (See "c" below)
- basketball hoops, animal habitats; storage sheds, greenhouses, lean-tos
- outdoor speakers, imaging screens; permanently mounted wall sculptures
- solar panels
- decorations, flags, plaques, or signs intended to intimidate or offend others

b) NOTIFYING BOARD IN ADVANCE IS REQUIRED FOR THESE ITEMS:
- satellite dish or antenna installation or removal
- updates or repairs to original mailbox slots or mail delivery boxes

c) THESE ITEMS ARE PERMITTED WITHOUT ADVANCE NOTIFICATION:
- brackets on house to support removable seasonal window planters (Window planters must not be affixed tightly to the house or collect water between the planter and house.)
- hooks in soffits for bird feeders, planters, hanging trellises, seasonal decorations
- garden hose brackets affixed to house or garage
- bracket for displaying a flag
- decorative house number plaques, removable artwork
- holiday decorations (must be removed one month after holiday has passed)

8) EXTERIOR LIGHT FIXTURES and OUTLETS:

- Both sensor light units (on house and garage) and outdoor outlets will be repaired or replaced by the Association as needed unless damaged from homeowner misuse.
- 60-watt equivalent white light bulbs for sensor light units are to be supplied by the homeowner.

9) NOISE ORDINANCES: Homeowner must comply with City regulations:

– ***City Code 80-67-4 Power Equipment:*** No power tools or equipment (except for snow removal) may be operated between 9 p.m. and 8 a.m.

– ***City Code 80-65-4 and City Code 80-64 Noise Source*** restrictions from boom boxes, speakers, car radios and other sources between 9 p.m. and 8 a.m.

BUILDING MAINTENANCE: HOME INTERIOR

According to Wisconsin State Statute #703 and the Windermere Declaration of Condominium, homeowners legally own and are therefore legally responsible for maintaining and/or repairing anything that exists within the walls of the entire home as explained in separate items below.

- Homeowner is expected to maintain safe and healthy living spaces.
- Homeowner may report areas of suspected cause of interior damage to the VP of Buildings when help is needed to determine source of damage.
- Upgrades within homes must not impair the structural integrity of the unit. Homeowner must secure building permits as required by the City of Greenfield

1) LIVING AREAS:

- Homeowner is responsible for maintenance, repair, or replacement of drywall, wiring, venting, plumbing, support joists, floors, and all windows and doors.
- Homeowner is responsible for air conditioner, air purifier, and humidifier or dehumidifier, as well as interior or exterior damage caused by the installation, removal, or faulty operation of such units.

2) GARAGE:

- Homeowner is responsible for everything beneath roof surface (roof decking), including the concrete floor, windows, doors, drywall, and anything else within this space.

3) ATTIC:

- Homeowner is responsible for everything below the roof surface (roof decking), including all joists, rafters, drywall, insulation, and anything else within this space.

4) BASEMENT:

- Homeowner is responsible for the concrete floor, block walls, ceiling, drywall, windows, plumbing, drains, and anything else within this space.

5) MOLD, LEAKS:

- Homeowner is responsible for effective and safe removal of mold inside the home.
- Whether damage has interior or exterior causes, homeowner is responsible for repairing leak damage inside attic, living areas, basement, and garage.
- Suspected exterior causes of mold must be reported to the VP of Buildings.

6) FIREPLACE, CHIMNEY, VENTS and DUCTS:

- Any modification or replacement of the fireplace or chimney needs Board approval.
- Homeowner is responsible for removing soot inside the chimney and fireplace.
- Homeowner is responsible for cleaning heating/cooling vents or ducts as needed.

7) SMOKE ALARMS:

- Functioning smoke alarms are required for each level of the home, including the basement.

8) WILD ANIMAL AND INSECT PESTS:

- Homeowner is responsible for removal of animal or insect pests inside the attic, basement, garage, or home interior, and hiring and paying for exterminator service as needed.
- Suspected exterior pest entrance points should be reported to the VP of Buildings immediately.

SECTION 5: LANDSCAPING and CARE OF GROUNDS

Homeowners and the Association must work together in order to assure resident safety, protect property values, prevent property damage, and maintain the aesthetic appeal of Windermere Estates. These rules are meant to be fair to all homeowners and allow contracted lawn and snow personnel to access and care for Windermere grounds.

- Homeowners are not permitted to interrupt or interfere with individuals who have been hired by the Association to perform work on the grounds. Any additional service costs resulting from a homeowner securing unscheduled work or time from anyone originally hired by the Association will be billed to the responsible homeowner.

- The VP of Grounds may remind homeowners when their property seems to require landscape maintenance. In the event of a homeowner's property not being cared for, the Association may hire landscaping personnel to weed a homeowner's property or trim shrubs as needed, and bill the homeowner for that service plus a 25% administrative fee.

1) HOMEOWNER GARDEN SPACES:

A written plan with a sketch of planned landscape work must be submitted by the homeowner to the VP of Grounds and approved by the Board before any work begins.

- Homeowner may establish planting areas up to 6 feet out from the house, garage, or patio. The Association is not responsible for damage done to plants that are in the way of lawn mowing or snow plowing. When less than 6 feet of planting space exists between houses, owners must ascertain property lines and divide planting spaces accordingly.
- A planting area established before 2020 that is outside the 6-foot perimeter described here may remain as long as the homeowner maintains it. Expanding these planting areas, however, is not permitted.
- Homeowner is responsible for weeding their garden spaces and caring for shrubs within their 6-foot planting perimeter, or hire landscape or weeding help as needed.
- Homeowners may install landscape edging to separate their garden from lawn areas.

  RECOMMENDED: Landscape edging material made of rubber, resin/plastic, stone or metal; landscape pavers, extruded concrete, or large rocks.

  PROHIBITED: Loose stone, pipes, flimsy wire edging, concrete basement blocks, Styrofoam, hay bales, or any wood-based materials (timbers, logs, etc.) because they are susceptible to rodents, insects, and mold.

- Planting invasive plants or shrubs of any kind as defined by the Wisconsin Department of Natural Resources is not permitted. (Plant list available on DNR website.)
- Returning unwanted home garden spaces to grass is homeowner's responsibility.
- Contact VP of Grounds regarding insect infestation located outside personal planting perimeters.

2) ITEMS NOT PERMITTED in garden spaces, on patio, porch, or on lawns:

- Burn pit, permanent outdoor fireplace or stove/grill, firewood storage
- Gazebo, greenhouse, storage shed, rain barrel, compost or refuse pile
- Pet kennel or pet house
- Pond garden or fish pond, hot tub, sauna, wash lines or wash line posts
- Full-size child's swing set or climbing apparatus; trampoline
- Non-permanent privacy screens (For permanent installations: See #5 Patios page 11.)
- Lawn lamp posts: If installed before 2020, a lawn lamp post may remain as long as the homeowner maintains it. Homeowner is responsible for lamp post removal. Requests for replacement or new permanent lamp posts will not be approved.
- Flagpoles: See Item 9, pg. 11
- Furniture, decorative items, bird feeders, birdbaths, planters, or satellite dishes are not allowed on any grass area due to contracted lawn service access.

3) TREES AND SHRUBS:

- Homeowner may plant and is responsible for shrubs growing within six feet of their house or garage, including trimming shrubs away from their house or garage.
- Shrubs and trees growing outside the 6-foot planting perimeter in need of trimming or removal, etc., should be reported to the VP of Grounds.
- Homeowner may not plant, spray, trim, prune or remove any trees.
- No nails, spikes, or screws may be driven into trees.
- Nothing may be hung from trees in cul-de-sac and common areas.
- Birdhouses may be hung from branches of trees within homeowner's 6-foot planting areas as long as those items are not hanging in the way of lawn service personnel.
- **Due to contracted routine lawn service, homeowner may not plant anything**:
  ...along sidewalks, roadways, within cul-de-sac areas, or in common area lawn spaces
  ...under a tree (unless the tree is within homeowner's six-foot personal planting area)
  ...around metal utility boxes or phone utility posts
- Damage to trees, shrubs, or plants in common areas will be charged to those responsible.

4) LAWN CARE, LEAF and SNOW REMOVAL, DISPOSAL OF YARD DEBRIS:

Contracted personnel cut and fertilize lawns, remove fall leaves, and plow snow from cul-de-sac roads and driveways.
Contracted personnel do not clear leaves or snow from patios or front stoops, shovel sidewalks, or collect fallen branches.

- Homeowner is responsible for clearing debris and snow from patio, front stoop, and sidewalk adjacent to driveway and home entrances as needed.
- Yard/garden debris and small tree branches that have fallen in owner's yard should be put in paper bags or a yard waste container at the end of the driveway for pickup on designated days or taken to the municipal refuse center. Homeowner should call the disposal service for special pickups as needed.
- Large broken or fallen tree branches should be reported to the VP of Grounds.

5) PATIOS and PRIVACY STRUCTURES:

- Fence panels with cement-secured posts, permanently mortared brick enclosures, or hedges not higher than 6 feet are allowed around the patio only. Layout and materials must be submitted to VP of Grounds and approved by the Board before installation.
- Decks of any kind and permanent patio roof structures are not permitted.
- Homeowner is responsible for repairing or replacing their cement patio or the sidewalk section that connects their patio to the driveway or sidewalk. Specific plans (with a layout diagram) must be submitted to the VP of Grounds and approved before this work begins.
- Storing vehicles of any kind or equipment other than outdoor grills is not permitted on patios or porches. (See #6 Personal Storage, below.)
- Staining or painting patio surfaces requires approval.

6) PERSONAL STORAGE:

- Erecting storage structures of any kind is not permitted. Garden implements, firewood, ladders, tires, or anything else that doesn't fit in the garage or basement should be stored in off-site rented storage spaces.
- It is preferred that garbage, recycle, and yard waste containers be stored in garages.

7) DRIVEWAYS:

- Homeowner may, at own expense, arrange for asphalt crack repair or sealing. Asphalt driveway replacement requires approval. Driveways may not be resurfaced with brick, paving materials, or gravel.

8) DRAINAGE, SPRINKLERS, SEEDING, WATERING:

- Homeowner must keep soil levels around the house high enough for adequate drainage. Soil around the house must not touch the wood trim in order to avoid wood rot.
- Homeowner may reseed bare lawn areas near their home after approval has been granted.
- When necessary, homeowner will be expected to water a newly seeded section of a common lawn area that borders their home until new grass is well established.
- Homeowner should prevent lawn sprinklers from constantly wetting the wood frame of the house (to avoid wood rot).

9) FLAGS AND SIGNS:

- A flag bracket affixed to the house should be used to respectfully display the United States flag or to hang a decorative flag.
- Approval will not be granted for installation of flagpoles. A flagpole installed in the lawn prior to 2020 may remain if it is secure and properly maintained by the homeowner. Unwanted lawn flagpoles must be removed at homeowner's expense.
- Signs or sign posts of any kind may not be permanently or temporarily installed anywhere, except for real estate open house signs, which must be removed after each open house event. Real estate signs may be displayed in windows while the home is for sale.
- No signs or flags may be displayed with the intention of insulting or offending anyone.

10) SAFETY:

- Damage or injury caused by digging into power lines is the responsibility of the person(s) involved.
- The Association is not responsible for personal injury to those walking, running, biking, or driving on Windermere grounds.

11) FIREWORKS:

According to City ordinances, firecrackers, bottle rockets, sparklers, ground displays, or any other incendiary devices that bang, sparkle, or explode are not allowed in residential areas at any time and carry a City fine of $500.

12) WILDLIFE:

- Intentionally feeding any wild animals (geese, ducks, squirrels, chipmunks, feral cats, etc.) is not permitted since wild animals may become dependent on food handouts and cause unwanted problems such as nesting around homes.
- Hanging bat houses or raising bees or pigeons is not permitted.
- Animal nests or insect hives found anywhere on the grounds should be reported to the VP of Grounds for removal. Homeowner may remove nesting sites or hives around their own home as long as no damage is done to the exterior of the home. Duck nests may be left alone since they will move on after eggs hatch.
- Shooting or poisoning wild animals or birds is not permitted.

SECTION 6: **HOUSEHOLD PETS**

Out of respect for all homeowners, please follow the rules regarding pets.

- Homeowner must comply with City of Greenfield ordinances regarding ownership, licensing, leashing, care, cleaning up, pet behavior and safety, and potential legal action brought against them regarding injuries or damages caused by their pet.

1) PETS ARE COUNTED PER HOUSEHOLD:

- Each household is limited to **ONE** dog only whether it is owned or fostered, **OR** one dog and one cat, **OR** two cats.
- The mature size of the dog per household shall not exceed 14" at the shoulder.
- Dogs and cats must be immunized and licensed. ***(City of Greenfield Code 12.06)***
- Homeowners who already own ONE dog may temporarily take care of ONE dog for up to 30 days only after notifying the Board Secretary in advance.
- Any dog temporarily cared for by a homeowner must not exceed the stated size limit. All rules for pet ownership apply during a temporary care period.

2) SPECIES RESTRICTIONS:

- The Windermere Association is obliged to follow all ***City of Greenfield Code of Ordinances*** regarding the types of animals allowed to be kept in human living spaces.
  Code 12.11 restricts these animals:
  wolf and wolf-dog hybrids
  "rodents commonly considered domestic" (rats and mice)
  exotic species such as circus animals, or farm animals, or wild animals
  pigeons and other animals considered nuisances
  venomous animals
  vicious or potentially vicious animals of any kind

3) OTHER RESTRICTIONS:

- Pets are not permitted to run free at any time. ***(Greenfield Code 12.11.2)***
- Dog owners must prevent their dog from continuous barking or howling. ***(Greenfield Code 12.11.17)***
- Pet owners are legally responsible for injuries or damage caused by their pet. ***(Greenfield Code 12.11.6b).***
- Kennels, fences, or other outdoor animal habitats are not permitted.
- No animal breeding is permitted on Windermere grounds.
- No animals may be buried within City limits ***(Greenfield Code 12.11.16)***

SECTION 7: PARKING and USE OF WINDERMERE ROADWAYS

Parking rules are meant to assure fair use of all Windermere property owners.

- The Board will notify homeowners who violate parking rules.
- Persistent violations will result in a fine.

1) PERSONAL VEHICLES:

- Any vehicles owned by homeowner or person(s) living with homeowner must be kept in the homeowner's garage or on the driveway only.
- Trailers, boats, campers, recreational vehicles (RVs), all-terrain vehicles (ATVs), motorcycles, or inoperable vehicles may not be stored on patios, lawns, roads, or in cul-de-sac parking spaces. Storing any vehicles on driveways is strongly discouraged.

2) CUL-DE-SAC and ROADWAY PARKING:

There are 20 parking spaces reserved for Windermere residents (18 in cul-de-sac spaces and 2 on Somerset Lane.) Homeowners or their guests may use any of these spaces for up to 2 successive days when short-term additional parking is needed. If a parking space is needed for a longer period of time, please request permission from the Board in advance.

- According to the Tuckaway of Greenfield Association's rules and regulations, no parking is allowed any time on the main Somerset Lane roadway.
- No parking is allowed on any of the Somerset Lane cul-de-sac roadways.
- Cul-de-sac parking spaces must not be used as additional permanent parking for multiple household vehicles.
- Visiting family and friends should be encouraged to park in designated parking spaces.
- Temporary (hourly) parking on cul-de-sac or main roads for moving or home service vehicles, etc. is permitted.
- No overnight parking is allowed on Sutton Place.

3) PUBLIC EVENTS:

- Estate, garage, rummage, auctions, and moving sale events are not permitted due to traffic safety issues and lack of public parking.

4) HOMEOWNER'S AUTO MAINTENANCE:

- Oil changing or general vehicle maintenance work is not permitted on Windermere roadways. Changing a tire or battery on roadways in order to move a vehicle is permitted.
- Oil changing, car washing, and light auto maintenance on homeowner's driveway is permitted.

5) UNLICENSED OR ABANDONED VEHICLES should be reported to the Board.

ROBERTSON RYAN
& ASSOCIATES
BUSINESS | PERSONAL | BENEFITS INSURANCE

March 19, 2018

Dear Unit Owner of Windermere Estates Condominium Corporation:

The Board of Directors has asked us to convey in general some of the Liability exposures that you as an individual unit owner must insure or assume personally in the event of a loss. The Board of Directors of your Association has purchased a master insurance contract. This insurance policy provides insurance for the Association for all the real property including the unit's real property as well as Improvements & Betterments.

If you have a mortgage holder that requires a Certificate of Insurance, please call Heidi at 414-270-6832 with the appropriate information, or fax a request to 262-717-9434 and we will contact your lender on your behalf.

Every unit owner should purchase a condominium Unit Owner's HO-6 insurance policy to protect their personal interests. There are certain minimum guidelines we recommend. Your policy should include a minimum of $20,000 Additions and Alterations coverage, as well as a minimum limit of $25,000 on Loss Assessment protection. The Association deductible is $5,000 for property losses.

We suggest that if you have any further questions that you contact your insurance agent, or feel free to contact us to discuss your personal insurance situation. We are happy to provide you with a competitive analysis.

I trust you will find this information helpful in protecting your personal insurance needs.

Respectfully yours,

Terrence M. Maloney
Vice President, Partner
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(3)

BY-LAWS
ASSOCIATION
OF UNIT OWNERS

WINDERMERE ESTATES
OF GREENFIELD

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ASSOCIATION OF UNIT OWNERS
WINDERMERE ESTATES OF GREENFIELD

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BY-LAWS

ASSOCIATION OF UNIT OWNERS

WINDERMERE ESTATES CONDOMINIUM CORP., OF GREENFIELD

May 4, 2000

1. GENERAL

These By-Laws shall be known as the "By-Laws for Windermere Estates Condominium Corp." unit owners in Tuckaway of Greenfield. These By-Laws shall be upon all condominium unit owners in Windermere Estates Condo. Inc., as well as the personal representatives, heirs, employees and agents of each condominium unit owner. Acquisition, occupancy, or any type of assertion of dominion of any unit in Windermere Estates Condo. Inc., shall signify and constitute acceptance, ratification and compliance with the By-Laws and the Plan of Development.

2. PLAN OF DEVELOPMENT

These By-Laws are subject to the terms and conditions of a certain document entitled "Amended Restated Plan of Development for Tuckaway of Greenfield" and are recorded in the office of the Registrar of Deeds for Milwaukee County, Wisconsin on the 29th day of July 1999 as Document Number 7781232. The terms and conditions of the Plan of Development for Tuckaway of Greenfield, hereinafter referred to as the Plan, are incorporated herein by this reference thereto.

3. USE AND OCCUPANCY

All units are intended for and shall be restricted to residential use and owner occupancy.

4. MEMBERS, VOTING, PROXIES, QUORUM

Each condominium unit owner shall, upon acquisition of such ownership interest, become a member of the Association of Unit Owners of Windermere Estates Condo. Inc. Each condominium unit owner shall be entitled to one vote upon each matter submitted to a vote within the Association of Unit Owners. Only one owner shall be entitled to vote regardless of the number of owners of an individual unit. A majority of the unit owners within Windermere Estates Condo. Inc., shall constitute a quorum for the Association of Unit Owners. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of Windermere Estates Condo Inc., at least four days before the appointed time of each meeting.

5. MAJORITY ACTION

Except as may be otherwise provided, decisions and resolutions of the Association shall require approval of a majority of the unit owners within our Association.

6. MEETINGS – PLACE

Meetings of the Association of Unit Owners shall be held at a convenient place as may be designated by the Board of Directors.

7. ANNUAL MEETINGS, DIRECTORS ELECTED

Annual meetings of this Association shall be held each year during the month of September. At the annual meeting, there shall be elected, by a majority vote of the owners within our Association, a Board of Directors as hereinafter provided. The unit owners in our Association may also transact other business at the meeting as may properly come before them.

8. SPECIAL MEETINGS

The President of the Association may call special meetings of the unit owners of our Association upon direction by resolution of the Board of Directors or upon a petition which has been presented to the Secretary of the Association and which has been signed by 30% of the voting unit owners. Notice of any special meeting shall be given by personal service or by first class mail and such notice shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice unless by consent of a majority of all the unit owners.

9. NOTICE OF MEETINGS

It shall be the duty of the Secretary of the Association to mail or serve personally a notice of each annual or special meeting. The purpose of the meeting shall be stated as well as the time and place where it is to be held. The notice will be delivered to each owner of record of the Association at least five, but not more than ten, days prior to said meeting. The notice of the meeting in the manner provided herein shall be considered sufficient compliance with this notice requirement. However, it shall be the duty of all unit owners to keep the Secretary advised of their current mailing addresses, and the Secretary shall not be responsible for failure of the unit owner to keep him so advised. If there is more than one record owner of a unit, the Secretary shall be obligated to notify only one voting owner.

10. LACK OF QUORUM, ADJOURNMENT, ORDER OF BUSINESS

If any meeting of the Association of Unit Owners cannot be organized because of a lack of a quorum, the unit owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

The order of business at all meetings shall be set and determined by the President or other presiding officer.

BOARD OF DIRECTORS

11. NUMBER AND QUALIFICATIONS OF DIRECTORS

A Board of Directors consisting of five persons shall govern the affairs of the Association of Unit Owners, all of whom must be members of the Association. However, not more than one member of the Association from any one condominium unit may serve on the Board of Directors regardless of the number of members from any single condominium unit.

12. POWERS OF BOARD OF DIRECTORS

The Board of Directors of the Association of Unit Owners shall have the right to exercise all powers granted to an Association of Unit Owners in the Wisconsin Condominium Ownership Act, the Amended Restated Plan of Development for Tuckaway of Greenfield, the Declaration of Condominium applicable to our Association or these By-Laws. The Association and its Board of Directors shall not, however, veto or rescind any actions of the Board of Governors for Tuckaway of Greenfield, nor shall the Association or its Board of Directors take any action which is inconsistent with the provisions and intent of the Amended Restated Plan of Development, or any rules and regulations promulgated thereunder.

13. TERM OF DIRECTORS

Each Director shall be elected to serve a term of three years. At the expiration of the term of office of each Director, said successor shall be elected. The terms of office of the directors are rotated so that only 2 terms of office expire each year. The Directors shall hold office until their successors have been elected and hold their first meeting. Directors can be re-elected to successive terms.

14. VACANCIES ON BOARD

Vacancies on a Board of Directors caused by any reason other than the removal of a Director by a vote of the Association of Unit Owners shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Any Director who ceases to be a member of the Association shall cease to be a Director.

15. REMOVAL OF DIRECTORS

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

16. FIRST MEETING OF DIRECTORS

The first meeting of the newly elected Board of Directors for the Association of Unit Owners shall be held within ten days of their election at such place as shall be fixed by the Directors at the time of their election. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

17. REGULAR MEETINGS AND NOTICE

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or other means, at least three days prior to the day named for such meeting. However, it shall be sufficient notice to each Director if said Director shall have been notified at the last previous meeting of the next ensuing meeting.

18. SPECIAL MEETINGS AND NOTICE

Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail or other means, which notice shall state the time, place and purpose of the meeting. The President or Secretary shall call special meetings of the Board of Directors in like manner and on like notice on the written request of at least two Directors.

19. WAIVER OF NOTICE

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by said Director of the time and place thereof. The exception is where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

20. QUORUM OF DIRECTORS – ADJOURNMENTS

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such rescheduled meeting, any business, which might have been transacted at the meeting as originally called for, may be transacted without further notice, and provided, however, that a quorum is present.

21. FIDELITY BONDS

The Board of Directors for the Association of Unit Owners shall require that all officers and employees handling, or responsible for, Association funds shall furnish

adequate fidelity bonds. The premiums on such bonds shall be paid for by the Association of Unit Owners protected by such bonds, and charged to the unit owners in the condominium project.

GOVERNOR

22. ELECTION OF GOVERNOR

At the annual meeting of the Association, a Governor shall be elected, by ballot of the unit owners, and the Governor who is so elected shall represent the Association on the Board of Governors for Tuckaway of Greenfield.

23. POWERS OF GOVERNOR

A Governor for the Association of Unit Owners shall have full authority to act on behalf of the Association and to perform all the duties and obligations of a Governor as recited in the Amended Restated Plan of Development for Tuckaway of Greenfield, and the By Laws for Windermere Estates. The Governor shall submit a written report of all business transacted by the Board of Governors to regular meetings of the Board of Directors for the Association.

24. TERM OF GOVERNOR

The term of office for the Governor of the Association of Unit Owners shall be three years, except as hereinafter provided, and the Governor shall serve until a successor is elected or until said Governor resignation, death or removal, whichever is first to occur.

25. REMOVAL OF GOVERNOR

At any special meeting of the Association, duly called, the Governor for the Association may be removed, with or without cause, by a majority of the unit owners in the Association of Unit Owners. A successor may forthwith be elected to fill the vacancy thus created, and such successor shall be Governor until a successor is elected. A Governor whose removal has been proposed by the owners shall be given the opportunity to be heard at the meeting.

26. RESIGNATION OR DEATH OF A GOVERNOR

In the event of the resignation or death of the Governor for the Association, the Board of Directors for the Association shall elect a Governor to represent the Association until a successor is elected by the unit owners at a special meeting of the Association, or at the next annual meeting of the Association whichever shall first occur.

OFFICERS

27. PRINCIPAL OFFICERS

The principal officers of the Association of Unit Owners shall be President, Secretary, Treasurer, Vice President of Grounds, and Vice President of Buildings. All shall be elected by and from the Board of Directors of our Association. The Directors may appoint such assistants and such other officers as, in their judgment, may be necessary.

28. ELECTION AND REMOVAL

The officers of the Association of Unit Owners shall be elected annually by the Board of Directors of the Association at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

29. PRESIDENT

The President shall be the chief executive officer of the Association, and shall, when present, preside at all meetings of the Association and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Governors, any deeds, mortgages, bonds, contracts, or any other instruments which the Board of Directors has authorized to be executed. There will be an exception in cases where the Board of Directors shall expressly delegate the signing and execution (or by statute) to some other officer or agent of the corporation. The President shall have all the general powers and duties which are usually vested in the office of the President of a corporation.

30. SECRETARY

The Secretary shall keep the minutes of all meetings of the Board of Directors, the minutes of all meetings of the Association, and shall give or cause to be given all notices of the Association and the Board of Directors. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary of a corporation.

31. TREASURER

The Treasurer shall have responsibility for the funds and securities of the Association of Unit Owners and shall be responsible for keeping full and accurate accounts of all receipts, disbursements and books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositaries as may from time to time be designated by the Board of Directors of the Association. The Treasurer shall also be responsible for the billing and collection of all assessments made by the Association, and shall perform such other duties as may be assigned to the Treasurer by the President or the Board of Directors.

32. VICE PRESIDENT OF BUILDINGS

The Vice President of Buildings has the responsibility of maintaining the buildings which said responsibilities shall include but not be limited to the following: a) obtain cost estimates, b) oversee contractors, c) keep the exterior of all units in good repair, d) schedule regular painting, e) schedule roof replacement, and f) other repairs as necessary.

33. VICE PRESIDENT OF GROUNDS

The Vice President of Grounds has the responsibility of maintaining the grounds which said responsibilities shall include but not be limited to: a) obtain cost estimates relating to maintaining the lawn and grounds, b) oversee contractors, c) snow removal, d) tree trimming and replacement, e) road maintenance, and f) other grounds maintenance as necessary.

34. LIQUIDATED DAMAGES

The Board of Directors for the Association of Unit Owners may prescribe liquidated damages for failure of the condominium unit owners to comply with the duties, obligations, rules and regulations that may be promulgated by the Board of Directors. Such, liquidated damages if unpaid, shall become a lien upon the condominium unit against which they have been levied, and shall remain a lien upon said unit until paid in full. Such liquidated damages shall also become a personal obligation of the unit owner. Enforcement may be by an action at law or by an action to foreclose the lien, and violations may be enjoined.

35. MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS AND FACILITIES

The necessary work of maintenance, repair and replacement of the common areas and facilities within a declared condominium project shall be carried out by the Board of Directors and paid for by assessments charged by the Board of Directors to the condominium unit owners. The Board of Governors under the provisions as set forth in Paragraph 13, pg. 8, of the Amended Restated Plan of Development, may exercise control of the common property of the declared condominium project in order to comply with the provisions of said Plan and By-Laws.

36. OPERATING AND RESERVE FUND

The Board of Directors for the Association of Unit Owners, at their discretion, and in accordance with any changes in Wisconsin Condominium Ownership Act, may establish two funds, one of which shall be designated the "Association operating fund" and the other, the "Association reserve fund". Both funds shall be deposited in bank checking accounts and excess funds may be transferred therefrom to a bank or savings and loan savings account as the Board of Directors in their discretion may determine. The Association operating fund shall be used for expenses which occur with greater than annual frequency, and the Association reserve fund shall be used for expenses which occur with annual or less than annual frequency. The assessments made by the Board of

Directors shall be designated as assessments for Association operating fund and assessments for Association reserve fund. The Board of Directors shall have the full discretion to determine the amount of the assessments to be charged to the unit owners and the portion thereof to be allocated to each respective fund.

(a) In addition to any other uses for these funds, the Board of Directors for the Association of Unit Owners, may use from the Association reserve funds any amount necessary to discharge any mechanics' liens or other encumbrances levied against the entire property of the condominium, or any part thereof which may, in the opinion of the Board of Directors, constitute a lien against the condominium property or against the common elements in the condominium project, rather than merely against the interest therein of particular owners in the condominium project. Where one or more unit owners in the condominium are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association of Unit Owners by reason of said lien or liens shall be specially assessed to said owners.

37. ASSESSMENTS / MAINTENANCE FEES

If the funds described in Paragraph 35 are established, then within thirty days before the beginning of each fiscal year of the Association of Unit Owners, the Board of Directors shall estimate the total amount necessary for both the Association operating and Association reserve funds for the ensuing year. On or before fifteen days of the beginning of the ensuing fiscal year, the Board of Directors shall notify each unit owner in writing as to the estimated assessments & maintenance fee for the coming year. Such estimated cash requirements shall be assessed to the unit owners on or before the first day of the fiscal year. On the first day of each third month of said year, each unit owner shall be obligated to pay to the Association or as it may direct, one fourth of the assessment made pursuant thereto. If such payments are not made prior to the tenth day of the month designated for payment, the Board of Directors may prescribe liquidated damages for each day in which such assessment is not paid subsequent to the tenth day of the month designated for payment. At each annual meeting of the Association of Unit Owners, the Board of Directors shall supply to all owners an accounting of the expenses paid during the preceding fiscal year along with a tabulation of amounts collected pursuant to the estimates provided and showing any shortage or overage of actual expenditures plus reserves.

(a) The Association reserve fund shall be used for Capital expenses. Extraordinary expenditures not originally included in the budget, which may become necessary during the year and which shall have depleted the Association operating fund shall be first charged against the Association reserve fund. If the Association operating fund proves inadequate for any reason, including non-payment of any unit owner's assessment, the Association of Unit Owners by its Board of Directors may at any time levy a further assessment, which shall be assessed to each unit owner. The Board of Directors shall serve notice of such further assessment on all of the unit owners in the Association by a statement in writing giving the amount and the reason thereof, and such further assessment shall become effective with the quarterly payment next ensuing. All unit owners shall be obligated to pay the adjusted quarterly amount.

(b) Failure or delay on the part of the Board of Directors to prepare or serve the annual or adjusted estimate on a unit owner shall not constitute a waiver or release of such owner's obligation to pay the assessment as herein provided whenever the same shall be determined. In the absence of any annual estimate, the unit owner shall continue to pay the quarterly assessment at the then existing quarterly rate established for the previous period until notice has been given as herein provided.

(c) The Association of Unit Owners and its Directors hereof shall keep full and correct books of account and the same shall be open for inspection by any unit owner within the Association or representative of any unit owner duly authorized in writing, at a reasonable time or times during normal business hours as may be requested by a unit owner.

(d) If a unit owner is in default in the quarterly payment of the charges or assessments for a period of more than thirty days, the Board of Directors in the name of the Association, may bring suit for and on behalf of the Association and as representative of all unit owners within the Association to enforce collection of such delinquencies or to foreclose the lien therefore as provided by law; and there shall be added to the amount due the costs of said suit, the legal interest, reasonable attorneys fees and liquidated damages as may have been prescribed by the Board of Directors.

(e) The amount of any delinquent and unpaid charges, assessments, liquidated damages, interest, costs and fees as herein provided shall be a lien or charge against the unit ownership of the unit owner involved when payable and may be foreclosed as a lien as provided by law. In addition to the lien provided for herein, all of the unit owners shall also be personally liable for any charges or assessments made against the unit owned by them.

(f) In the event that any personal action or action of foreclosure of a lien for assessments is commenced against an owner of the unit, the owner shall be required to pay a reasonable rental for such unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rent.

(g) No unit owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common or limited areas or abandonment of his or her unit.

(h) No unit owner may waive or otherwise escape liability for the assessments provided herein due to any claim the owner might have against the association.

38. VOTING POWERS

Wherever a majority of a percentage of votes or of unit owners is referred to or called for herein, such language shall be taken to mean a majority or percentage of voting power in the Association of Unit Owners.

39. ADDITIONAL POWERS

In addition to the powers and duties enumerated herein, the Association of Unit Owners and its Board of Directors shall have other powers and duties as may be conferred and required by the Amended Restated Plan of Development for Tuckaway of Greenfield, its accompanying By-Laws and the Declaration of Condominium.

40. AMENDMENTS

These By-Laws may be changed by a 67% vote of the Unit Owners at a meeting called especially for that purpose. No changes to these By-Laws can be made that will be in conflict with the Plan of Development for Tuckaway of Greenfield, as restated or amended, its accompanying By-Laws and the Declaration of Condominium of Windermere Estates Condo. Inc.

Windermere Estates Condominium Corporation

Budget Sept. 1, 2019 - Aug. 31, 2020

Revenue		
	Maintenance Fees	153,700.00
	Transfer Fees	-
	Late Fees & Missed Proxy	1,000.00
	Bank Interest	*1,000.00*
	Miscellaneous	-
	Other	-
	Total Revenue	**155,700.00**
Expenses		
	Grounds Maintenance	25,000.00
	Snow Removal	12,000.00
	Insurance	25,000.00
	Board of Governors Assessments	4,000.00
	Office / Miscellaneous	700.00
	Legal fees	2,000.00
	Income Tax	-
	Other	-
	Operating Subtotal	**68,700.00**
	Building Repairs & Maintenance	25,000.00
	Attic Ventilation	
	Building Painting	12,000.00
	Chimney Repair	
	Roof Replacement	40,000.00
	Other	
	Building Subtotal	**77,000.00**
	Reserve Fund Replenishment	**10,000.00**
	Total Expenses	**155,700.00**

Document Number

STATUTORY RESERVE ACCOUNT STATEMENT

DOC. # 08868837

REGISTER'S OFFICE I SS
Milwaukee County, WI

RECORDED AT 03:49PM

09/20/2004

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 13.00

Recording Area

Name and Return Address
PAUL F. JABLONOWSKI
5261 SOMERSET LN S
GREENFIELD, WI 53221-3223

Re: WINDERMERE ESTATES CONDOMINIUM, INC. Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for WINDERMERE ESTATES CONDOMINIUM, INC Condominium", dated the 9 day of APRIL, 1999 and recorded the 21 day of OCTOBER, 1999 in the Office of the Register of Deeds for MILWAUKEE County, Wisconsin, in (Reel)(~~Vol.~~) 4674 of Records, at (Images) (Pages) 881 through 899, as Document No. 7825140 and by a Condominium Plat (hereinafter "Condominium").

The Condominium (~~shall~~) (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective SEPTEMBER, 16, 2004. This determination is made by the (~~Declarant~~) (Association with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by: A COMBINATION OF SOME OR ALL OF THE FOLLOWING: "A COMMON RESERVE FUND, SPECIAL ASSESSMENTS, AND/OR BORROWING".

645-0455-31232
Parcel Identification Number (PIN)

Dated this 28 day of SEPTEMBER 2004.

June B Liefert
* JUNE LIEFERT
Title: PRESIDENT

Paul F Jablonowski
* PAUL F JABLONOWSKI
Title: SECRETARY

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____ authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
PAUL F JABLONOWSKI

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
Milwaukee County.)

Personally came before me this 20 day of September 2004, the above named
JUNE LIEFERT &
PAUL JABLONOWSKI

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

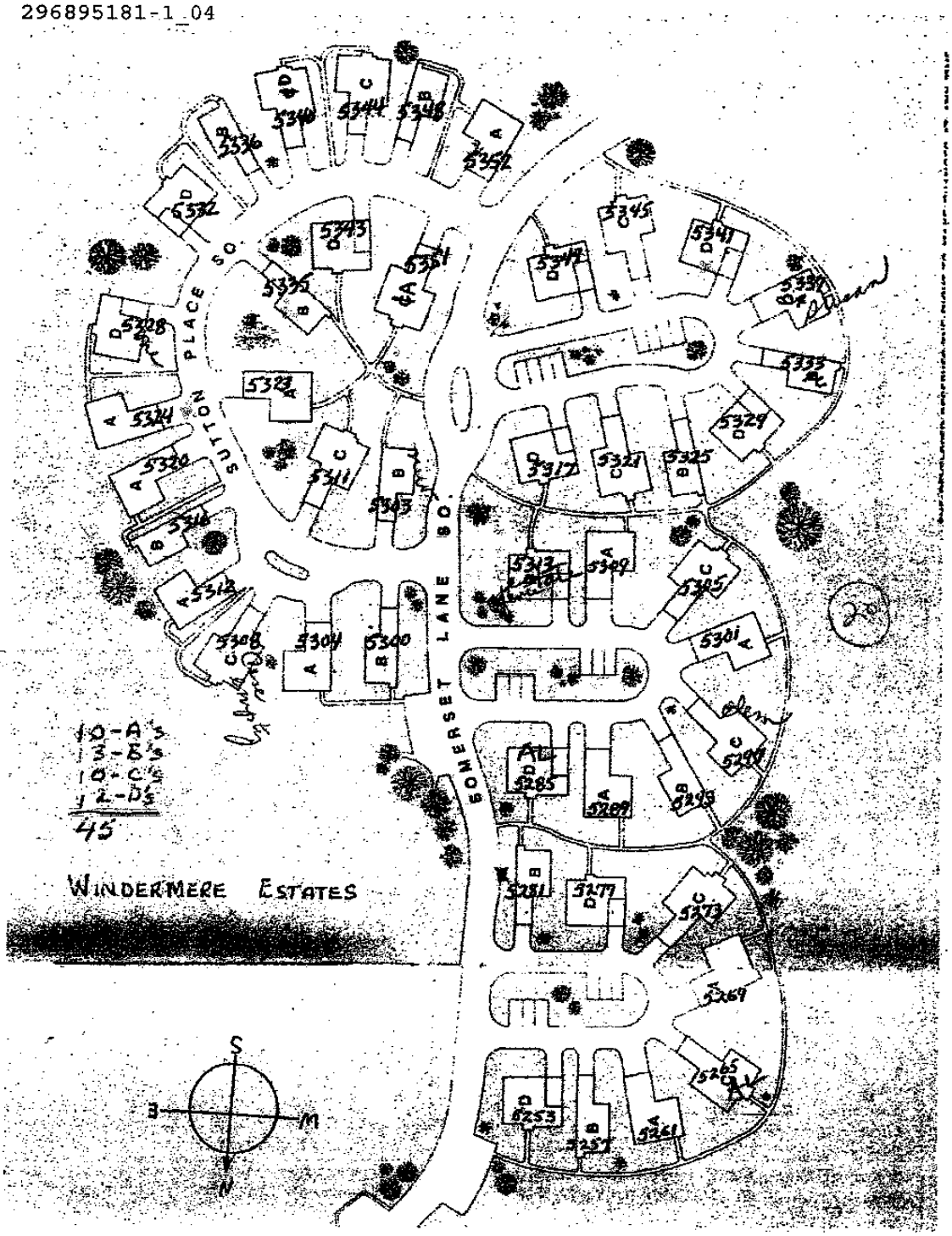
* Stacy Paprocki
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: August 7, 2005.)

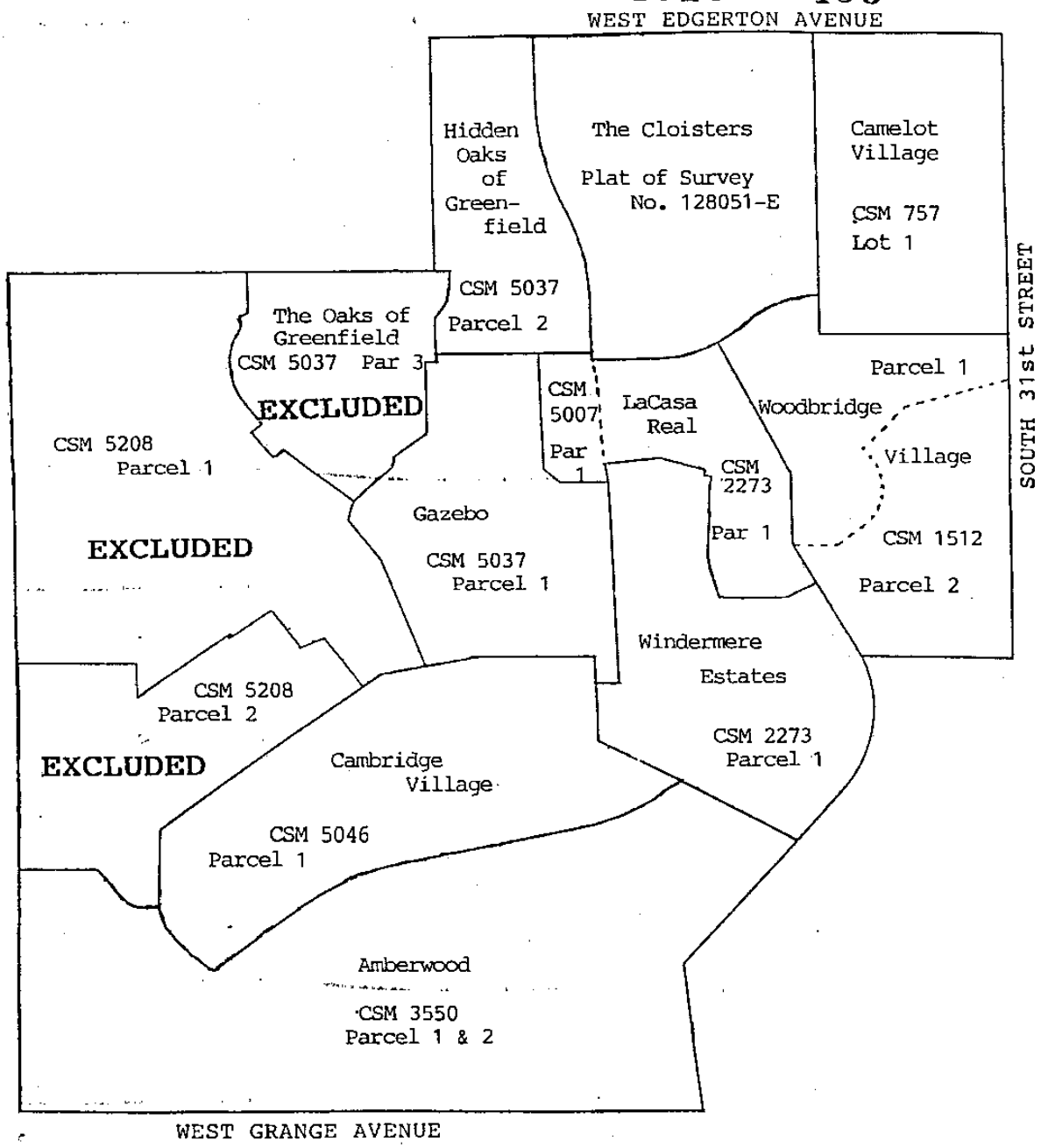
*Names of persons signing in any capacity should be typed or printed below their signature.

LEGAL DESCRIPTION FOR: "WINDERMERE ESTATES CONDOMINIUM"

UNITS: 5253, 5257, 5261, 5265, 5269, 5273, 5277, 5281, 5285, 5289, 5293, 5297, 5300, 5301, 5303, 5304, 5305, 5308, 5309, 5311, 5312, 5313, 5316, 5317, 5320, 5321, 5323, 5324, 5325, 5328, 5329, 5332, 5333, 5335, 5336, 5337, 5340, 5341, 5343, 5344, 5348, 5351, 5352, TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS AND FACILITIES SET FORTH IN THE DECLARATION OF CONDOMINIUM FOR WINDERMERE ESTATES, A CONDOMINIUM DECLARED AND EXISTING UNDER AND BY VIRTUE OF THE CONDOMINIUM OWNERSHIP ACT OF THE STATE OF WISCONSIN, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS ON OCTOBER 28, 1976 IN REEL 970, IMAGE 658 AS IN DOCUMENT NO. 5050293 AND AS AMENDED ON OCTOBER 21, 1999 IN REEL 4674, IMAGE 881 TO 889 INCL. DOCUMENT NO. 7825140 LOCATED IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, STATE OF WISCONSIN.

296895181-1_04





E X H I B I T "A"

THE REAL ESTATE

AND

EXCLUDED LANDS

AMENDED
DECLARATION
OF
CONDOMINIUM

Windermere Estates
Condominium Corporation

Table of Contents
Amended Declaration of Windermere Estates

The Affidavit of Resolution nullifying the Declaration's Right of First Refusal is located prior to the Amended Declaration.

		Page
1.	Description of Land	1
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12.	Amendment of Declaration	4
13.	Limitation on Conveyance of Units	5,6,7

V

Document Number

Affidavit of Resolution
Title of Document

09600624

DOC.# 09600624

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 05/14/2008 11:06AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 21.00
FEE EXEMPT 77.25 #: 0

This Resolution of Windermere Estates Condominium Corp. was enacted by Resolution of the Board of Directors.
The legal description is:

5253, 5257, 5261, 5265, 5269, 5273, 5277, 5281, 5285, 5289, 5293, 5297, 5300, 5301, 5303, 5304, 5305, 5308, 5309, 5311, 5312, 5313, 5316, 5317, 5320, 5321, 5323, 5324, 5325, 5328, 5329, 5332, 5333, 5335, 5336, 5337, 5340, 5341, 5343, 5344, 5348, 5351, 5352, together with an undivided interest in and to the common elements and facilities set forth in the Amended Declaration of Condominium for Windermere Estates Condominium Corp., a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Amended Declaration of Condominium of Windermere Estates Condominium, Inc., dated April 9, 1999 and recorded on November 21, 1999 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 4674 of Records, at Images 881 to 899 as Document No. 7825140 and by a Condominium Plat.

Resolution attached.

Recording Area

Name and Return Address
Paul F Jablonowski
5261 Somerset Lane S
Greenfield, WI 53221

Parcel Identification Number (PIN)

Dated 05-14-2008

Paul F Jablonowski
* PAUL F JABLONOWSKI (Print Name)
Title: SECRETARY, Windermere Estates Condominium Corp.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 05/14/08
the above-named Paul Jablonowski
to me known to be the person who executed the foregoing instrument and acknowledged the same.

E T

Notory Public, State of Wisconsin
My commission expires: January 17 2010

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

ERIC T ARMBRUST NOTARY PUBLIC STATE OF WISCONSIN

RESOLUTION OF WINDERMERE ESTATES CONDOMINIUM CORP. BOARD OF DIRECTORS

May 13, 2008

WHEREAS, the Association wishes to comply with all fair housing laws;

WHEREAS, the Association wishes to comply with HUD Handbook 4265.1, Section 12-5, in order to remain on the FHA's approved condominium list for lending to unit owners or prospective unit owners;

WHEREAS, the Declaration of Condominium contains a Right of First Refusal which states as follows:

13. Limitation on Conveyance of Units

(a) No unit owner shall at any time sell, convey, devise, gve (sic) away, or permit use of the premises or his unit with out first complying with the provisions hereinafter contained in this paragraph, unless such persons are related by blood or marriage to the owner. No such sale or alienation of any other kind shall be made unless the Association of Unit Owners is given no less than 10 days prior written notice of the terms of any proposed bona fide sale, or other alienation, as evidenced by a bona fide written document of purchase, sale, or other alienation, together with the names and address of the proposed purchaser or alienee. The Association shall at all times have the first right and option to purchase such unit ownership upon same terms as evidenced by such bona fide document, which option shall be exercisable for a period of ten days following the receipt of such notice. If the said option is not exercised by the Association within said 10 days, the owner may, at the expiration of said ten day period and at any time within sixty days after the expiration of such period, contract to sell such unit ownership to the proposed purchaser named in such notice but only to such purchaser upon the terms specified therein.

(b) A unit owner who wishes to make a gift of his unit ownership or any interest therein to any person who

would not be the heirs at law of the owner under the laws of the State of Wisconsin were such owner to die within sixty days prior to the contemplated date of such gift, shall give to the Association not less than ten days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall in such event at all times have the first right and option to purchase such unit ownership and interest therein at fair market value to be determined by arbitration and the use of appraisers as arbitrators, such arbitration to be in the manner set forth under the laws of the State of Wisconsin. The Association's option to purchase the unit ownership or interest therein shall expire ten days after the receipt of the decision by the arbitrators.

(c) In the event any unit owner shall die leaving a will devising his or her unit ownership, or any interest therein, to any person or persons who are not blood heirs at law of the deceased owner under the rules of descent of the State of Wisconsin, and said will is admitted to Probate, the Association shall have the first right and option to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will, or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, at fair market value which is to be determined by arbitration of appraisers under rules of arbitration set up by the Statutes of the State of Wisconsin. The Association's right to purchase the unit ownership or interest therein at the price determined by the arbitrators shall expire ten days after the date of the receipt by the Association of such notice from the arbitrators if the personal representative of the deceased owner is empowered to sell and shall expire ten months after the appointment of the personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. However, nothing herein contained shall be deemed to restrict the right of the

Association or its authorized representative, pursuant to authority given to the Association by the owners as may be provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which said sale is held pursuant to an order or direction of the Court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

(d) In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give twenty days written notice to the Association of his intentions so to do, whereupon the Association shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Association within twenty days after receipt of such notice, it shall thereupon expire and said purchaser may thercafter take possession of said unit. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said twenty day period.

(e) The Association shall not exercise any of the options herein set forth to purchase any unit ownership or interest therein without prior consent of (3/4) of the members of the board of Directors.

(f) Upon written consent of a majority of the members of the Board of Directors, any of the options contained in this paragraph may be released or waived and the unit ownership or interest therein which is subject to an option set forth herein may be sold, conveyed, given, or devised free and clear of the provisions of this article.

(g) A certificate executed and acknowledged by the President and Secretary of the Association stating that the Provisions of this paragraph as herein set forth have been met by an owner, or duly waived by the Association, and that the rights of the Association hereunder have terminated, shall be conclusive upon the Association and

the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this paragraph or in respect to whom the provisions of this paragraph have been waived, upon request at a reasonable fee, not to exceed $10.00.

(h) Acquisition of unit ownership or any interest therein under the provisions of this article shall be made form the Reserve Fund of the Association. If such fund is insufficient to cover acquisition costs, the Association shall levy an assessment against each owner in an amount proportionate to his individual interest in the common and limited common areas and facilities, which assessment shall become a lien and be enforceable as provided herein or provided by law.

(i) The Association, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this article; provided however, that no financing may be secured by an encumbrance of any portion of the condominium property other than the unit ownership or interest to be acquired with such financing.

(j) Unit ownership or interest therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee, as it shall designate, for the benefit of all owners. Said unit ownership or interest therein shall be sold by the Association for the benefit of the owners. All proceeds of such sale after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in the Reserve Fund and may thereafter be disbursed at such time and in such manner as the Board of Directors shall determine.

(k) Any attempt to sell, devise, give away, in any manner alienate or otherwise attempt to circumvent the provisions of this paragraph without a prior offer to the Association as provided herein shall be wholly null and void and shall confer no title or interest whatsoever upon

the intended purchaser, tenant, donee or other person or party.

IT IS RESOLVED, by the Board of Directors as follows:

Windermere Estates Condominium Corp. will not implement any Right of First Refusal on any unit at the condominium. The above-cited Declaration provision is hereby null and void.

Amendment Considered
At Meeting, 05/13/2008 (Date)
Motion made by: JOHN RAU (V.P. BUILDINGS)
Seconded: YES
(Yes/No)

In Favor: 5
Opposed: 0

Signed: Paul F Jablonowski
Secretary

REEL 4674 IMAG 881

7825140

REGISTER'S OFFICE) SS
Milwaukee County, WI
RECORDED AT 11:29 AM
10-21-1999
REEL 4674 IMAGE 881 TO 899 INCL.
WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 46.00

RETURN TO:
Morton M. Grodsky
9001 N. 76th St.
Ste. 303
Milwaukee, WI
53223-191

AMENDED

DECLARATION OF CONDOMINIUM

OF

WINDERMERE ESTATES CONDOMINIUM, INC.

9

WINDERMERE ESTATES
AMENDED
DECLARATION OF CONDOMINIUM

Windermere Estates Condominium, Inc., a Wisconsin Corporation (the Association), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and the appurtenances thereto shall hereafter be known and described as WINDERMERE ESTATES CONDOMINIUM (the "Condominium").

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in the City of Greenfield, Milwaukee County, Wisconsin and is more particularly described on Exhibit A attached hereto.

2. Description of Buildings. Forty-five buildings have been constructed on the land with the locations as shown on the plat of survey attached hereto as Exhibit A. There is one condominium dwelling unit (hereinafter called "unit") in each building. Each building contains a basement, first floor and second floor of living space for the A type ("Ashbourne") and B type ("Brantwood") or a basement and the first floor of living space for the C type ("Cambridge") and D type ("Darlington") as such types are respectively shown on Exhibit A. The principal materials of which the buildings are constructed are concrete block foundation and basement, wood frame and a combination of wood, brick and Stucco board exteriors. Each unit has central heat and central air conditioning.

3. Description of Units

(a) The unit number of each unit (which is determined by its address number), its location and immediate common area to which it has access are shown on Exhibit A. There are four basic types of units as described in the preceding paragraph 2 and as shown on the set of floor plans for each such type of unit attached hereto as Exhibit B pages 1 through 4. These floor plans show the layout, number of rooms, approximate area, dimensions and other data of and for each unit type, and further relate the unit type to the unit number shown on Exhibit A.

(b) The boundaries of each unit shall consist of that part of the cubic area of each building which is enclosed as follows:

1. The vertical or parametrical boundaries of the unit shall be the plane of the outer surface of the basement wall and the plane of the outer surface of the interior walls above the ground and the plane of the interior point of the studs in the garage area, and the

plane of the outside faces of doors and windo· , bounding a unit extended in each case to an intersection with the upper and lower boundary and:

2. The upper and lower boundary shall be (a) lower boundary – the plane of the under surface of the basement or garage floor as applicable; and (b) upper boundaries – the plane of the under surface of the roof plywood beneath the shingles.

4. Description of Common Areas and Facilities.

The common areas and facilities shall include those matters described in sections 703.02(2) and (10) of the Wisconsin Condominium Ownership Act, including, but not limited to the following: land, roads, walks, driveways and parking spaces, but shall exclude all structural and other building components and equipment located within the cubic boundaries of each unit as described in paragraph 3(b) of this declaration.

5. Description of Limited Common Areas and Facilities.

The limited common areas and facilities assigned to and reserved for the use of each unit to the exclusion of use by other units shall consist of land, including walks, driveways and patio, immediately adjacent to each such unit as shown approximately on Exhibit C, the roof above each unit and the land under each unit. As to units located West of Somerset Lane, the front and rear boundaries of such limited common area is the edge of the access drive and the nearest edge of the perimeter walkways shown on Exhibit C. As to units located east of Sutton Place, the front and rear boundaries of such limited common area is the edge of the street and the property line of the condominium. As to units located in the cluster surrounded by Sutton Place and Somerset Lane, the front and rear boundaries of such limited common area is the edge of the street and the nearest edge of the common walkway designated on Exhibit C or the land division line shown on Exhibit C as applicable. To facilitate locating on the ground the various land division lines shown on Exhibit C, an iron pipe has been driven into the ground at each end and at each angle of each line. These pipes shall not be removed or disturbed by any person (except for periodic replacement in the same location) without compliance with the provisions of the Wisconsin Condominium Ownership Act relating to change or alteration in the percentage of ownership in the common areas. As to units located east of Sutton Place, the portion of walkways located on the land division lines shall be assigned to and reserved for use of the two contiguous units; also unit 5304 shall be entitled to use so much of the walkway assigned to unit 5300 as to obtain ingress and egress from and to Somerset.

6. Unit Value for Common Area Ownership and Voting.

(a) The percentage of undivided interest in the common areas and facilities (including limited common areas) appertaining to each unit and its owner shall be one forty-fifth (1/45). The Association recognizes that the buildings located upon the property are each somewhat different in various respects, and that there are other variances of units, which relate to value; however, after careful consideration of the factors relevant as to maintenance, replacement and value, the Association believes that

the foregoing formula of equality is fair and equitable, as well as the most efficient for purposes of administration.

(b) Each unit shall have one vote. The determination of a voting unit owner shall be in accordance with paragraph 23 of the Plan of Development for Tuckaway of Greenfield which is more fully described as paragraph 7 of this Declaration.

7. Plan of Development for Tuckaway of Greenfield.

This condominium is hereby expressly made subject to and bound by the terms and provisions of the Plan of Development for Tuckaway of Greenfield which was recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin on April 12, 1968 as Document No. 4384860 and any amendments thereto (hereinafter referred to as the "Plan of Development"). The Plan of Development establishes a Board of Governors for Tuckaway of Greenfield and includes by reference Articles of Incorporation and By-Laws for Tuckaway of Greenfield, Inc., a nonstock corporation created for operation of the Board of Governors.

8. Use and Occupancy.

(a) All units are intended for and shall be restricted to residential use and occupancy.

(b) Rules and regulations concerning the use of the common and limited common areas and facilities, including provisions limiting keeping of animals and other pets, may be promulgated and amended by the Board of Directors, and by the Board of Governors pursuant to the Plan of Development. Copies of such rules and regulations will be furnished by the Board of Directors, or the Board of Governors, as applicable, to each unit owner prior to their effective date. Without limiting the power of the Board of Directors and of the Board of Governors, the following rules and regulations are hereby declared for limited common areas:

(1) No trees shall be removed without prior written approval of the Board of Directors.

(2) No trailer, tent, shack, garage, barn or other out building or living quarters of a temporary character shall be permitted on a limited common area at any time.

(3) No trucks, bus, boats or other vehicles other than private passenger cars, station wagons or similar private vehicles (as such term may be defined from time to time by the Board of Directors) shall be parked on limited common area for purposes other than in the normal course of construction or for services rendered to a unit.

9. Service of Process.

Service of Process shall be made upon the Agent as registered in the Office of the Secretary of State of Wisconsin.

10 Damage or Destruction and Repairs

(a) Each unit owner shall maintain and repair the interior of his own unit and all of the fixtures and utilities therein, at his own expense, and each unit owner shall keep his unit in good repair subject to only normal wear and tear.

(b) In the event of a partial or total destruction of a condominium unit or units, or a building or buildings, it or they shall be reconstructed and repaired by the Board of Directors as soon as practicable and substantially to the same design, plan and specification as originally constructed and as more fully set forth in paragraph 31 of the Plan of Development. By acceptance to the deed of to his unit, each unit owner shall be deemed to have consented to the forgoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent in writing as contemplated by Wisconsin Statues Section 703.18 and shall constitute the determination by the Association to repair, reconstruct or rebuild as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Association, then the affirmative vote of the unit owners having more than 2% of the authorized votes of all unit owners shall be sufficient to determine to repair or reconstruct, and in the event the condominium is expanded to include a greater number of units, then such percentage shall be reduced to .1% less than the lesser of the percentage attributable to a single vote or the smallest percentage of ownership for a single unit in the condominium, it being the intent of the provisions in this sentence to further enforce the legal support for repair and reconstruction.

11. Further Matters

(a) all present and future owners and occupants of such owners, employees of owners or any other person that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with the provisions of the plan of development, this Declaration, the Articles of Incorporation and By-laws of both Tuckaway of Greenfield, Inc. and the Association and the rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. Acceptance of a deed or conveyance or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, or conveyance thereof. The enforcement thereof may be by such judicial proceedings, as the Board of Governors or the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Wisconsin Condominium Ownership Act.

(b) All of the powers which are presently granted to an association of unit owners under the existing Wisconsin Condominium Ownership Act as well as under

the plan of Development and this Declaration are hereby granted to the Board of Governors of Tuckaway of Greenfield in accordance with the Plan of Development. All of the acts and decisions of the board of Governors which affect this condominium shall be deemed to be acts and decisions of the Association and shall be binding upon the Association and all unit owners. However, the association for this Condominium shall have the concurrent right to exercise all powers which are presently granted under the existing Wisconsin Condominium Ownership Act along with such other powers as may be granted to the Association by this Declaration and the Plan of Development. The Association, however, shall not veto or rescind any actions of the Board of Governors, nor shall the Association take any action which is inconsistent with the board of Governors actions or with the provisions and intent of the Plan of Development, this Declaration, the By-Laws or any rules and regulations promulgated thereunder.

(c) The Plan of Development and the Articles of Incorporation and By-laws of Tuckaway of Greenfield, Inc., this Declaration, the Articles of Incorporation and By-laws of the Association and any amendments to such documents shall be interpreted as one document for all purposes necessary to carry out the total concept of this Condominium. All portions of the Wisconsin condominium Ownership Act as presently existing and amendments thereto which may be applicable to the intent of these documents are incorporated herein by this reference.

12. Amendment of Declaration

This declaration may be amended by the vote of at least 67% in number and in common interest of all unit owners cast in person or by proxy at a meeting duly held in accordance with the provision of the By-laws. Such amendments shall be certified by the President and the Secretary of the Association.

13. Limitation on Conveyance of Units Removed 5/13/2005 See attached

(a) No unit owner shall at any time sell, convey, devise, gve away, or permit use of the premises or his unit with out first complying with the provisions hereinafter contained in this paragraph, unless such persons are related by blood or marriage to the owner. No such sale or alienation of any other kind shall be made unless the Association of Unit Owners is given no less than 10 days prior written notice of the terms of any proposed bona fide sale, or other alienation, as evidenced by a bona fide written document of purchase, sale, or other alienation, together with the names and address of the proposed purchaser or alienee. The Association shall at all times have the first right and option to purchase such unit ownership upon same terms as evidenced by such bona fide document, which option shall be exercisable for a period of ten days following the receipt of such notice. If the said option is not exercised by the Association within said 10 days, the owner may, at the expiration of said ten day period and at any time within sixty days after the expiration of said period, contract to sell such unit ownership to the proposed purchaser named in such notice but only to such purchaser upon the terms specified therein.

(b) A unit owner who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be the heirs at law of the owner under the laws of the State of Wisconsin were such owner to die within sixty days prior to the contemplated date of such gift, shall give to the Association not less than ten days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall in such event at all times have the first right and option to purchase such unit ownership and interest therein at fair market value to be determined by arbitration and the use of appraisers as arbitrators, such arbitration to be in the manner set forth under the laws of the State of Wisconsin. The Association's option to purchase the unit ownership or interest therein shall expire ten days after the receipt of the decision by the arbitrators.

(c) In the event any unit owner shall die leaving a will devising his or her unit ownership, or any interest therein, to any person or persons who are not blood heirs at law of the deceased owner under the rules of descent of the State of Wisconsin, and said will is admitted to Probate, the Association shall have the first right and option to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will, or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, at fair market value which is to be determined by arbitration of appraisers under rules of arbitration set up by the Statutes of the State of Wisconsin. The Association's right to purchase the unit ownership or interest therein at the price determined by the arbitrators shall expire ten days after the date of the receipt by the Association of such notice from the arbitrators if the personal representative of the deceased owner is empowered to sell and shall expire ten months after the appointment of the personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. However, nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as may be provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which said sale is held pursuant to an order or direction of the Court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

(d) In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give twenty days written notice to the Association of his intentions so to do, whereupon the Association shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Association within twenty days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said twenty day period.

(e) The Association shall not exercise any of the options herein set forth to purchase any unit ownership or interest therein without prior consent of (3/4) of the members of the board of Directors.

(f) Upon written consent of a majority of the members of the Board of Directors, any of the options contained in this paragraph may be released or waived and the unit ownership or interest therein which is subject to an option set forth herein may be sold, conveyed, given, or devised free and clear of the provisions of this article.

(g) A certificate executed and acknowledged by the President and Secretary of the Association stating that the Provisions of this paragraph as herein set forth have been met by an owner, or duly waived by the Association, and that the rights of the Association hereunder have terminated, shall be conclusive upon the Association and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this paragraph or in respect to whom the provisions of this paragraph have been waived, upon request at a reasonable fee, not to exceed $10.00.

(h) Acquisition of unit ownership or any interest therein under the provisions of this article shall be made from the Reserve Fund of the Association. If such fund is insufficient to cover acquisition costs, the Association shall levy an assessment against each owner in an amount proportionate to his individual interest in the common and limited common areas and facilities, which assessment shall become a lien and be enforceable as provided herein or provided by law.

(i) The Association, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this article; provided however, that no financing may be secured by an encumbrance of any portion of the condominium property other than the unit ownership or interest to be acquired with such financing.

(j) Unit ownership or interest therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee, as it shall designate, for the benefit of all owners. Said unit ownership or interest therein shall be sold by the Association for the benefit of the owners. All proceeds of such sale after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in the Reserve Fund and may thereafter be disbursed at such time and in such manner as the Board of Directors shall determine.

(k) Any attempt to sell, devise, give away, in any manner alienate or otherwise attempt to circumvent the provisions of this paragraph without a prior offer to the Association as provided herein shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant, donee or other person or party.

IN WITNESS WHEREOF, this document has been executed this 9th day of June, 1994.

WINDERMERE ESTATES
CONDOMINIUM, INC.

By: Curtis A Peterson
President CURTIS PETERSON

Attest:

Paul F Jablonowski
Secretary PAUL F JABLONOWSKI

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

On this 9 day of April, 1999, before me, Shannon Simmons the undersigned officer, personally appeared _____ and _____, who acknowledged themselves to be the President and Secretary, respectively of Windermere Estates Condominium, Inc., a Wisconsin corporation, and that they as such President and Secretary, respectively, being authorized so to do, executed the foregoing instrument by signing the name of said corporation in the capacity therein stated by themselves as President and Secretary, respectively, and for the purposes therein contained.

Shannon Simmons
Notary Public, State of Wisconsin
My Commission 11-10-02

This instrument was drafted by Morton M. Grodsky

WINDERMERE ESTATES

A part of CERTIFIED SURVEY MAP NO. 2273, being a part of the SE 1/4 of Section 25, T 6 N, R 21 E, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the most Southerly corner of Parcel 1 of CERTIFIED SURVEY MAP NO. 2273; thence North 43° 20' 00" East 150.89 ft. to a point; thence Northerly 376.12 ft. along the arc of a curve whose center is to the West whose radius is 300.00 ft. and whose chord bears North 07° 25' 25" East 351.96 ft. to a point; thence North 28° 30' 00" West 186.86 ft. to a point; thence South 61° 30' 00" West 78.30 ft. to a point; thence South 89° 05' 15" West 128.28 ft. to a point; thence Southeasterly 55.91 ft. along the arc of a curve whose center is to the West whose radius is 288.00 ft. and whose chord bears South 07° 23' 40" East 55.82 ft. to a point; thence South 01° 50' 00" East 92.00 ft. to a point; thence Southwesterly 32.83 ft. along the arc of a curve whose center is to the West whose radius is 114.00 ft. and whose chord bears South 06° 25' 00" West 32.72 ft. to a point of reverse curve; thence Southeasterly 40.84 ft. along the arc of a curve whose center is to the East whose radius is 60.00 ft. and whose chord bears South 04° 50' 00" East 40.06 ft. to a point of reverse curve; thence Southwesterly 61.99 ft. along the arc of a curve whose center is to the West whose radius is 72.00 ft. and whose chord bears South 00° 20' 00" West 60.10 ft. to a point of reverse curve; thence Southwesterly 42.10 ft. along the arc of a curve whose center is to the Southeast whose radius is 233.43 ft. and whose chord bears South 19° 50' 00" West 42.04 ft. to a point; thence South 14° 40' 00" West 6.09 ft. to a point; thence Southwesterly 155.91 ft. along the arc of a curve whose center is to the Northwest whose radius is 217.00 ft. and whose chord bears South 35° 15' 00" West 152.58 ft. to a point; thence South 55° 50' 00" West 14.76 ft. to a point; thence South 62° 47' 05" east 274.21 ft. to the point of beginning.

ALSO that part of CERTIFIED SURVEY MAP NO. 2273, being a part of the SE 1/4 of Section 25, T 6 N, R 21 E, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the most Southerly corner of Parcel 1 of CERTIFIED SURVEY MAP NO. 2273 aforesaid; thence North 62° 47' 05" West 301.55 ft. to the point of beginning of the land herein to be described; thence North 55° 50' 00" East 27.85 ft. to a point; thence Northeasterly 138.67 ft. along the arc of a curve whose center is to the Northwest whose radius is 193.00 ft. and whose chord bears North 35° 15' 00" East 135.71 ft. to a point; continuing thence Northwesterly 41.89 ft. along the arc of a curve whose center is to the Southwest whose radius is 60.00 ft. and whose chord bears North 05° 20' 00" West 41.04 ft. to a point of reverse curve; thence Northeasterly 82.23 ft. along the arc of a curve whose center is to the East whose radius is 81.00 ft. and whose chord bears North 03° 45' 00" East 78.75 ft. to a point of reverse curve; thence Northeasterly 54.45 ft. along the arc of a curve whose center is to the West whose radius is 90.00 ft. and whose chord bears North 15° 30' 00" East 53.63 ft. to a point; thence

North 01° 50' 00" West 92.00 ft. to a point; thence Northwesterly
92.92 ft. along the arc of a curve whose center is to the Southwest
whose radius is 264.00 ft. and whose chord bears
North 11° 55' 00" West 92.44 ft. to a point of reverse curve; thence
Northwesterly 91.53 ft. along the arc of a curve whose center is to
the Northeast whose radius is 207.00 ft. and whose chord bears
North 09° 20' 00" West 90.73 ft. to a point; thence
North 03° 20' 00" East 151.00 ft. to a point;thence Northeasterly
34.00 ft. along the arc of a curve whose center is to the Southeast
whose radius is 158.00 ft. and whose chord bears
North 09° 29' 53" East 33.93 ft. to a point; thence
North 74° 20' 14" West 18.00 ft. to a point; thence
North 17° 50' 00" East 13.00 ft. to a point; thence
North 74° 03' 17" West 110.34 ft. to a point;thence
South 83° 59' 57" West 127.00 ft. to a point; thence
South 07° 40' 58" East 46.99 ft. to a point; thence
South 00° 54' 45" East 508.20 ft. to a point;thence
South 89° 58' 15" West 53.45 ft. to a point; thence
South 00° 54' 45" East 136.67 ft. to a point; thence
South 62° 47' 05" East 211.38 ft. to the point of beginning.

EXHIBIT A
PAGE 3

WINDERMERE ADDITION

That part of the SE 1/4 and the SW 1/4 of Section 25, T 6 N, R 21 E, in the City of Greenfield, Milwaukee County, Wisconsin which is bounded and described as follows:

Beginning at the South 1/4 corner of said Section; thence South 89° 56' 16"East along the South line of the S E 1/4 of said Section 606.59 ft. to a point; thence North 06° 47' 00" West 407.90 ft. to a point; thence North 43° 20' 00" East 392.27 ft. to a point; thence North 62° 47' 05" West 512.93 ft. to a point; thence South 68° 59' 22" West 1108.80 ft. to a point; thence South 00° 09' 01" West 525.00 ft. to a point on the South line of the SW 1/4 of said Section; thence South 89° 50' 59" East along the South line of the S W 1/4 of said Section 665.00 ft to the point of beginning.

Containing 22.533 GROSS acres of land

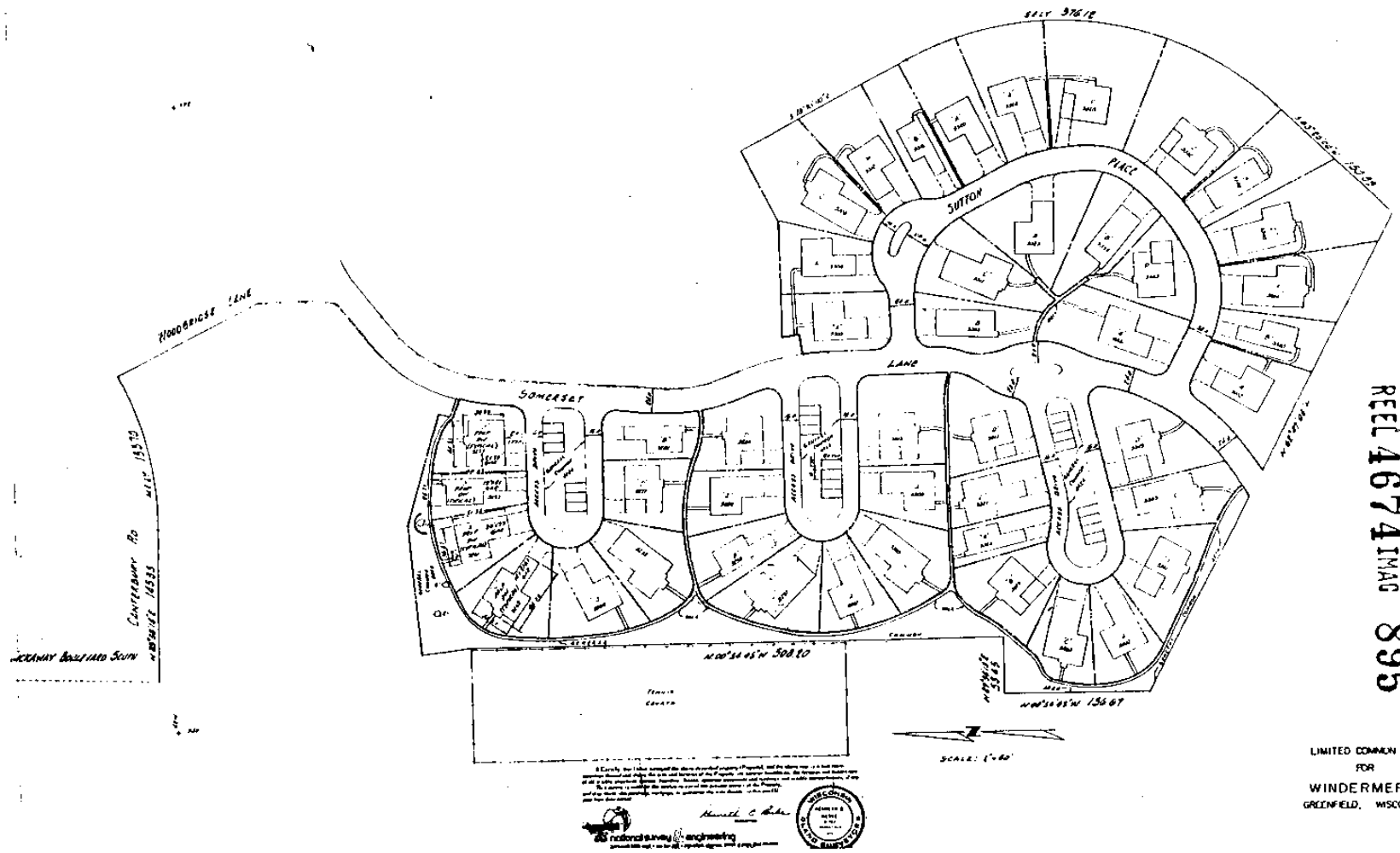
Subject to Somerset Lane Extended

EXHIBIT D

REEL 4674 IMAG 894

EXHIBIT A
PAGE 1

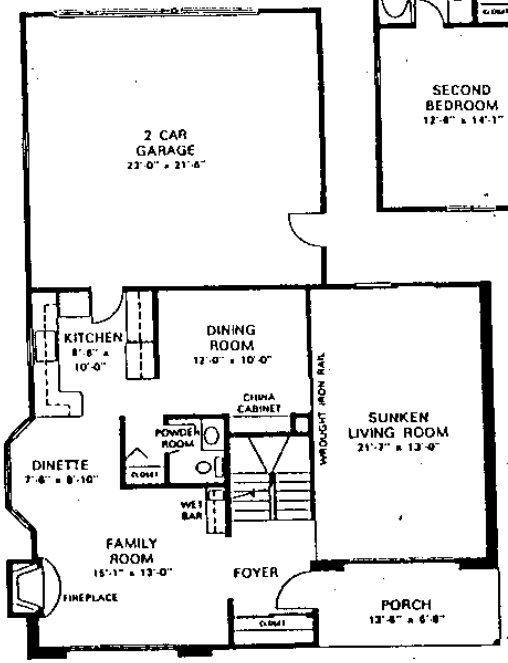
WINDERMERE



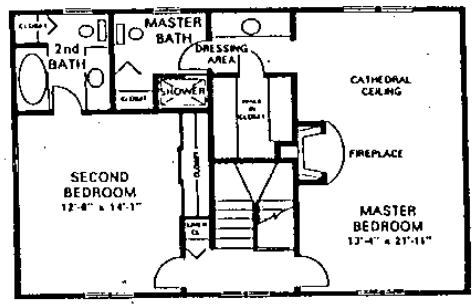
REEL 1674 IMAGE 895

LIMITED COMMON AREA
FOR
WINDERMERE
GREENFIELD, WISCONSIN

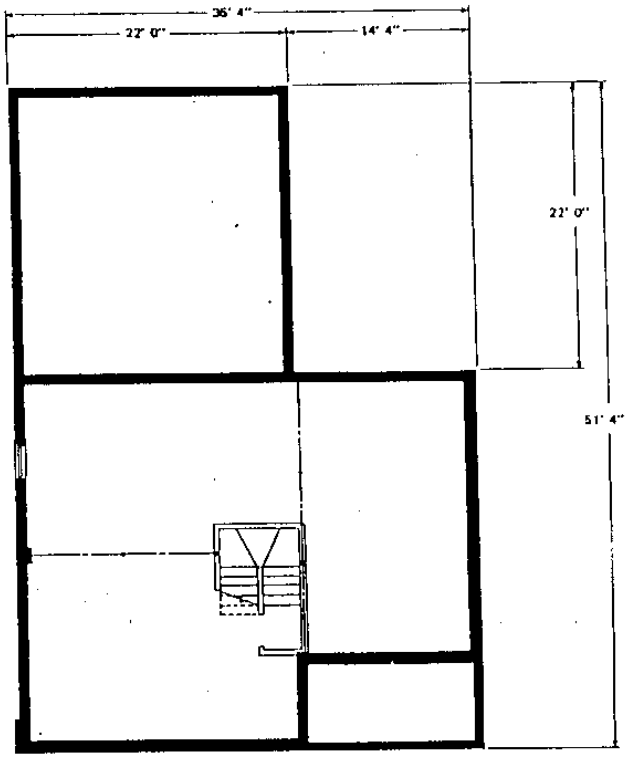
EXHIBIT C



FIRST FLOOR PLAN



SECOND FLOOR PLAN



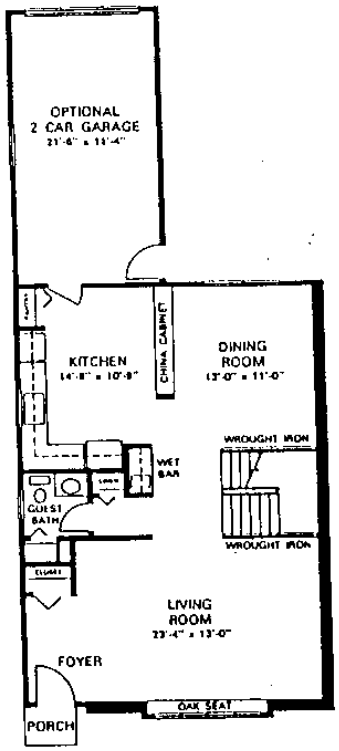
BASEMENT PLAN

THE ASHBOURNE

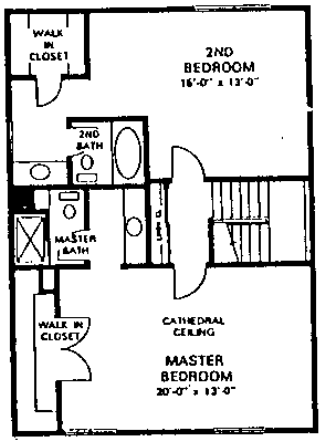
APPROXIMATELY 1800 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE

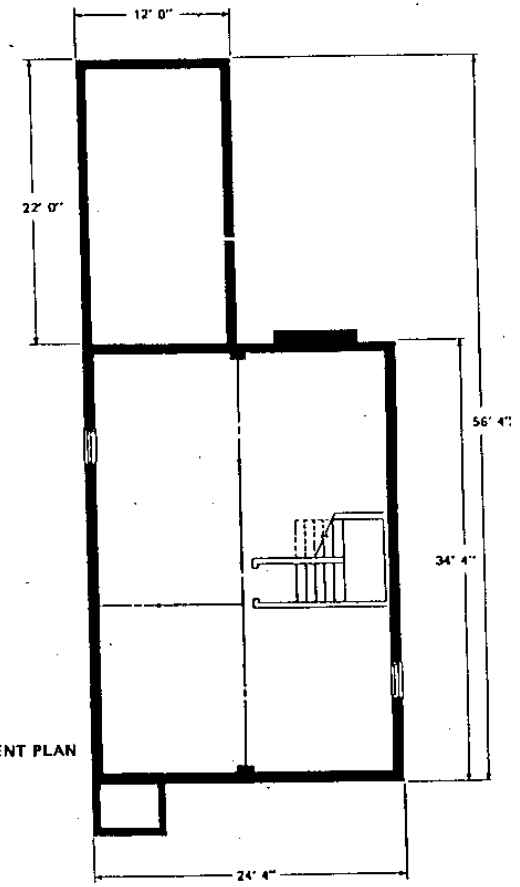
REEL 4674 IMAG 896



FIRST FLOOR PLAN



SECOND FLOOR PLAN



BASEMENT PLAN

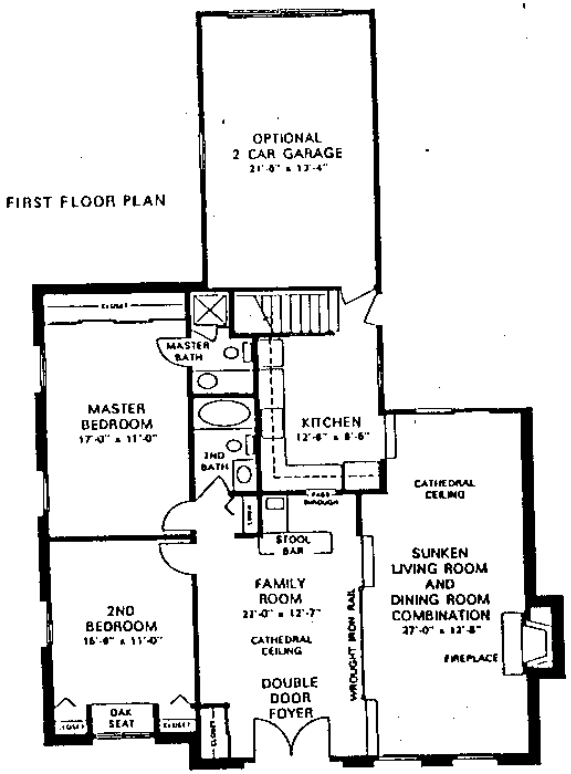
Mine

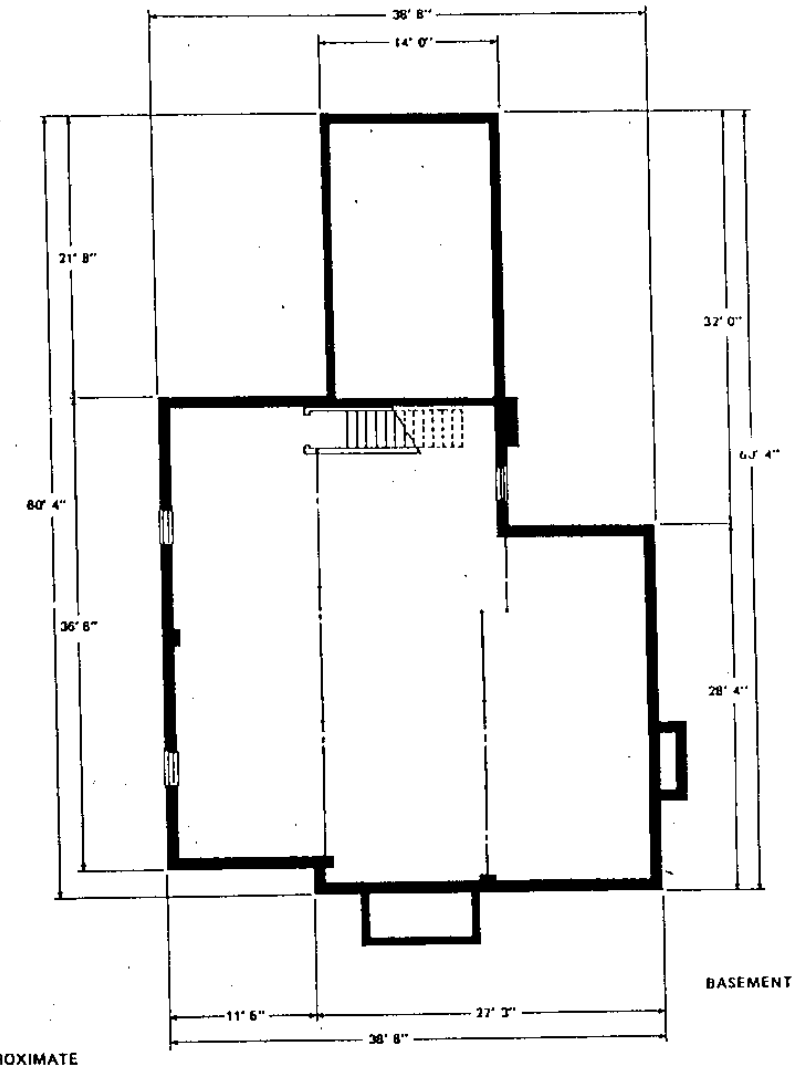
THE BRANTWOOD

APPROXIMATELY 1650 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE

REEL 4674 IMAG 897





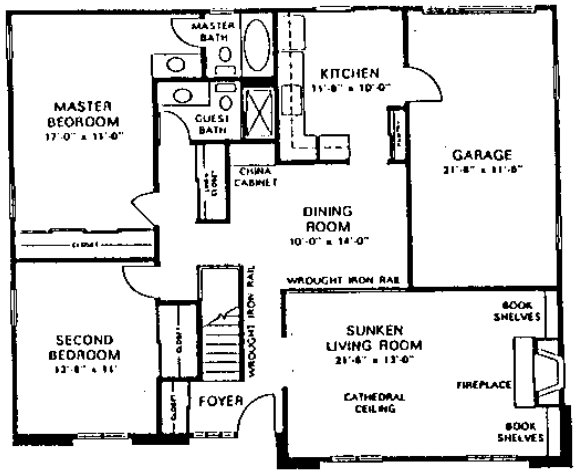
BASEMENT PLAN

THE CAMBRIDGE

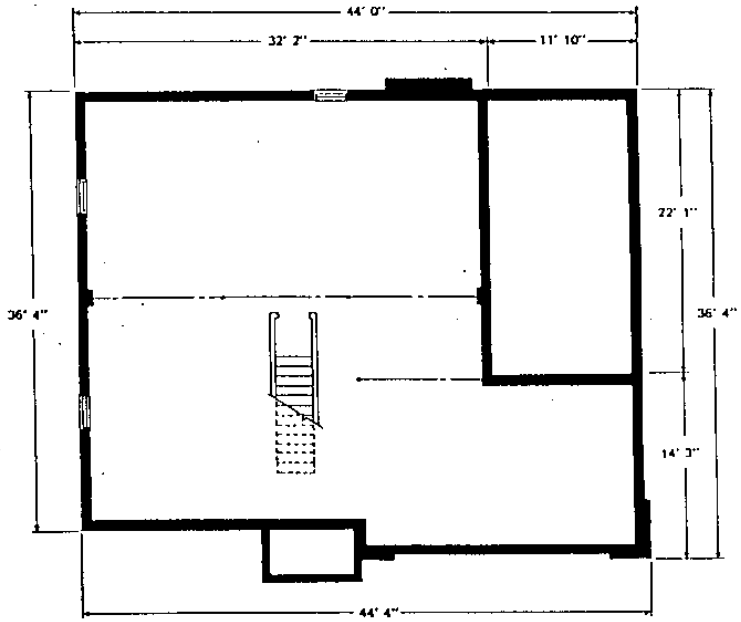
APPROXIMATELY 1350 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE

REEL 4674 IMAG 898



FIRST FLOOR PLAN



BASEMENT PLAN

APPROXIMATELY 1275 SQ. FT.

THE DARLINGTON

ALL DIMENSIONS ARE APPROXIMATE

REEL 4674 IMAG 899

(5)

ARTICLES
Of
INCORPORATION

WINDERMERE ESTATES
CONDOMINIUM CORP.

ARTICLES OF INCORPORATION
OF
WINDERMERE ESTATES CONDOMINIUM CORP.
(A Nonstock, Nonprofit Corporation)

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be WINDERMERE ESTATES CONDOMINIUM CORP.

ARTICLE II

Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III

Purposes

Purposes for which this Corporation is organized are as follows:

(a) To serve as an association of unit owners under the Wisconsin Unit Ownership Act who own certain residential property located in the City of Greenfield, Milwaukee County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the same may be amended from time to time (the "Declaration") for Windermere Estates (the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;

(b) To serve as a means through which the unit owners may collectively and efficiently manage, maintain, reconstruct and care for the Property in accordance with the Wisconsin Unit Ownership Act and the Declaration; and

(c) To engage in any lawful activity related to the foregoing within the purposes for which a nonstock, nonprofit corporation may be organized under The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Unit Ownership Act and the Declaration.

ARTICLE IV

Powers

The Corporation shall have all of the powers enumerated in The Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Unit Ownership Act, the Declaration or the By-Laws of the Corporation, including without limitation, the following:

(a) To exercise exclusive management and control of the common and limited common areas and facilities described in the Declaration;

(b) To operate, repair, replace, reconstruct, protect and maintain the common and limited common areas and facilities described in the Declaration;

(c) To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;

(d) To hire, engage or employ or discharge such persons or entities as it may deem necessary ro advisable to assist in the management of its affairs and the maintenance and operation of the Property;

(e) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation ad the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common and limited common areas and facilities described in the Declaration;

(f) To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;

(g) To adopt and amend rules and regulations governing the use and operation of the Property;

(h) To enforce by legal means the provisions of the Wisconsin Unit Ownership Act, the Declaration, the By-Laws of the Corporation and any rules and regulations governing the use and operation of the Property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation;

(j) To borrow money, and as provided in the By-Laws, to mortgage, pledge, grant security interests in, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(k) Dedicate, sell or transfer all or any part of the common areas and facilities to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the members as set forth in the Declaration and By-Laws;

(l) To participate in mergers and consolidations with othernonprofit corporations organized for the same purposes and in the same limitations on distributions or beneficial use of net earnings or annex additional residential property and common areas and facilities as provided in the Declaration; and

(m) To do all things necessary or convenient to effectuate the purposes of the Corporation.

No substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code. The Association shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

No part of the net earnings of the Association shall inure to the benefit of any private member or individual other than by reconstructing, or providing management, maintenance and care of the Property, and other than by a rebate of excess membership dues, fees or assessments.

ARTICLE V

Members

There shall be one class of members designated as "unit owners". The rights and qualifications of members are set forth in the By-Laws of the Corporation and the Declaration.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the Corporation shall be 3445 West Edgerton Avenue, Greenfield, Wisconsin 53221, and the initial registered agent shall be Robert F. Somers at such address.

ARTICLE VII

Directors

Tuckaway Club Enterprises, Inc. shall be entitled to appoint the directors of the Corporation until the earlier of December 31, 1981 or sale and conveyance of all condominium units on the property by said corporation or until such earlier time as determined by said corporation.

The number of directors of the Corporation shall be fixed in the By-Laws of the Corporation and in no event shall be less than three. The manner in which directors shall be elected, appointed or removed, the term of office of directors and matters concerning powers and delegation of authority of directors shall be provided by said By-Laws and as stated above in this Article VII.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Robert F. Somers
3445 West Edgerton Avenue
Greenfield, Wisconsin 53221

Robert S. Somers
3445 West Edgerton Avenue
Greenfield, Wisconsin 53221

Dennis Gritzmacher
3445 West Edgerton Avenue
Greenfield, Wisconsin 53221

ARTICLE VIII

Incorporator

The name and address of the incorporator of the Corporation is:

Robert F. Somers
3445 West Edgerton Avenue
Greenfield, Wisconsin 53221

ARTICLE IX

Dissolution

The Corporation shall not have or issue shares of stock. The Corporation does not contemplate pecuniary gain or profit to its members, directors or officers. No dividend or profit or liquidating dividend shall ever be declared or paid and no part of the assets or surplus of the Corporation shall be distributed to its members, directors or officers. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in these Articles, the Declaration or its By-Laws.

This Corporation may be dissolved with the assent given in writing and signed by not less than 75% of each class of members. Upon dissolution of the Corporation, all of its assets, after payment of its liabilities, shall be distributed to such one or more nonprofit corporations, societies or organizations having purposes and limitations on distribution of beneficial use of net earnings deemed by

a majority of its directors to be similar to those of the Corporation.

Executed in duplicate this 27th day of October, 1976.

Robert F. Somers
(Incorporator)

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 28th day of October, 1976, the above-named Robert F. Somers, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Allen N. Rieselbach
Notary Public, State of Wisconsin
My commission permanent

This instrument was drafted by Allen N. Rieselbach

Revised Rules and Regulations
For
Tuckaway of Greenfield

Rules and Regulations
For
Tuckaway of Greenfield
REVISED 2/19/03

General

By the powers granted to the Board of Governors for Tuckaway of Greenfield, as specified in item number nine in the Amended Restated By-Laws for Tuckaway of Greenfield, Inc., the Board of Governors hereby creates this document to be known as Rules and Regulations for Tuckaway of Greenfield. The sole purpose of this document is to maintain and/or improve the quality of life for those members of Tuckaway of Greenfield as defined in the Amended Restated Plan of Development for Tuckaway of Greenfield. This document, adopted on February 19, 2003, supercedes all previous Rules and Regulations for Tuckaway of Greenfield.

This original document is to be presented to the Board of each Association listed in the Amended Restated Plan of Development for Tuckaway of Greenfield by their respective governor. Each Association is then responsible for the creation of copies and the distribution of said copies to all members within their Association.

Changes and Amendments

Changes and/or amendments to this document will be effected only via a motion from an active member of the Board of Governors and carried by a 2/3rd majority vote by the Board. At such time, a copy of said change or amendment is to be distributed to each Association via their respective Governor. Each Association is then responsible for the creation of copies and the distribution of said copies to all members within their Association.

Item

1. No signs of any kind may be displayed on any properties maintained by the Board of Governors with the exception of Realtor's "Open House" signs that must be installed shortly before and removed immediately after the actual showing of the property advertised.

2. There is to be no parking at anytime on any of the roadways maintained by the Board of Governors with the exception being areas specifically identified and marked for such purpose by the Board. The roadways controlled by this rule include but are not limited to Tuckaway Boulevard, Canterbury Lane, Woodbridge Lane and Somerset Lane.

3. The owners located in Woodbridge Village, Camelot Village, LaCasa Real and Hidden Oaks, on special occasions, may park in the parking spaces on Canterbury Road. Under extenuating circumstances, permission may be granted by the Board of Governors for additional parking.

4. Perimeter Fence Maintenance and Street Right of Ways

General:
In accordance with the Amended Restated Plan of Development, no owner or association may alter, remove or change the existing chain-link fence surrounding the Real Estate, except that the Board of Governors shall have the right at its option to remove, replace or change the location of the fence at the expense of all of the condominium owners.

Fence Replacement:
Fence replacement shall be limited to instances where the fence damage is beyond repair or it is deemed by the fence committee to be economically unfeasible to accomplish repair. The presence of rust on the fence shall not be a reason for replacement.

Street Right of Ways:
The care of the city owned right of ways is the responsibility of the adjacent condominium associations. However, for the sake of uniformity of appearance and equitable sharing of expenses, the care of the Edgerton Avenue and 31st Street right of ways is performed by the Board of Governors, a continuing policy that was adopted in 1994. Funding is provided by the Developmental Roads budget. The care of the Grange Avenue right of way is funded and maintained by Amberwood, Cambridge Village and Fountainview Condominiums.

Trees and Shrubs:
The care of trees and shrubs on either side of the fence or on the fence line, except those on the city owned right of way, is a responsibility of the condominium association owning the land where they are located. However, the care of trees or shrubs outside of or on the fence line, and the trimming or removal of branches from trees which overhang the fence, is a responsibility assumed by the Board of Governors for the sake of uniformity and equitable sharing of expenses. This assumed responsibility applies only to the perimeter fence along the Edgerton Avenue and 31st Street right of ways. Healthy and desirable trees in which the fence wires have become imbedded shall not be removed because they are located on the fence line. In the event of fence replacement, consideration shall be given to circumventing the trees. Dead or undesirable trees in which the fence wires have become imbedded shall be removed by cutting off the tree at the top of the fence, leaving the trunk intact. Funding is provided by the Developmental Roads budget. It is the responsibility of the fence committee to assure that new growth on the fence line is eliminated.

AMENDED RESTATED
PLAN OF DEVELOPMENT
FOR
TUCKAWAY OF GREENFIELD

REEL 4615 IMAG 466

7781232

REGISTER'S OFFICE) SS
Milwaukee County, WI)

RECORDED AT 9:53 AM

07-29-1999

REEL 4615 IMAGE 466 TO 484 INCL.

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 46.00

AMENDED

RESTATED PLAN OF DEVELOPMENT

FOR

TUCKAWAY OF GREENFIELD

19

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RESTATED PLAN OF DEVELOPMENT FOR TUCKAWAY OF GREENFIELD

A Plan of Development for Tuckaway of Greenfield was made and declared on April 9, 1968 by Tuckaway Club Enterprises, Inc. and recorded on April 13, 1968 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. No. 4384860.

A Restated Plan of Development was made and declared on November 20th, 1978 by Tuckaway of Greenfield, Inc. and recorded November 30th, 1978 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. No. 5272989, and amended by Tuckaway of Greenfield, Inc. on October 1, 1987 and recorded November 11, 1987 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. 6122939.

The Board of Governors of Tuckaway of Greenfield, Inc., acting pursuant to the Plan, hereby on this day of 1998 amends and restates the Plan, intending that the following provisions shall supersede and replace the existing provisions.

1. General Statement. The purpose of the Plan is to preserve and enhance the value of the Real Estate (as defined in the Plan) and promote the welfare of persons occupying the Real Estate by providing a central agency which shall have the power and authority to own, manage, maintain and administer common areas and facilities and shall have general authority over the Real Estate as provided in the Plan. The central agency is Tuckaway of Greenfield, Inc., a nonstock corporation formed under the provisions of Chapter 181 of the Wisconsin Statutes; its board of directors shall be called a Board of Governors. More specifically, the powers and authority of the Board of Governors shall include, but not be limited to, owning and operating designated roadways and any other property and facilities common to the Real Estate, exercising the powers of any condominium or home-owner association whose failure to carry out the responsibilities provided in its documentation, after sufficient notice from the Board of Governors, may jeopardize other portions of Real Estate; and, adopting and administering reasonable rules and regulations for the health, safety and welfare of the Real Estate and its occupants. The Plan also establishes the power and provides the procedures for the Board of Governors to levy and collect assessments and other charges necessary for operation of the Real Estate. Except as provided in this Plan, it is intended that each condominium or home-owner association and each Owner of a portion of a real estate not owned in conjunction with condominium or home-owner association jurisdiction shall operate the property within its jurisdiction or ownership independently of the Board of Governors but not in conflict with the provisions of the Plan.

2. Description of Real Estate. The Real Estate which is subject to the Plan is the development known as Tuckaway of Greenfield, Inc., comprised of the nine condominium associations as shown on Exhibit "A" and described below.

(a) Amberwood Condominium Assoc. Parcel 1 and Parcel 2 of Certified Survey map No. 3550, being a part of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(b) Cambridge Village Condominium Assoc. Parcel 1 of Certified Survey Map No. 5046, being a part of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(c) Camelot Village Assoc., Inc. Lot 1 of Certified Survey Map No. 757, being a part of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(d) The Cloisters of Tuckaway. Bounded on the north by West Edgerton Ave., on the east by Camelot Village, on the south by Canterbury Road West, and on the west by Tuckaway Blvd. South. Further described by plat of survey No. 128051-E performed January 28th, 1971 by National Survey Services, Inc..

(e) Gazebo Condominiums. Parcel 1 of Certified Survey Map No. 5037, being a part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(f) Hidden Oaks Condominiums of Greenfield. Parcel 2 of Certified Survey Map No. 5037, being a part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the city of Greenfield, Milwaukee County, Wisconsin.

(g) LaCasa Real Condominium Assoc. Parcel 1 of Certified Survey Map No. 5007, being a part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, and Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(h) Windermere Estates Condominiums, Inc. Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(i) Woodbridge of Tuckaway. Parcel 1 and Parcel 2 of Certified Survey Map No. 1512, being a part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

3. Excluded Lands. On October 1, 1987 an amendment to the Restated Plan of Development excluded from the Plan the parcels of land as shown on Exhibit "A" and described below:

Parcel 1 of Certified Survey Map No. 5208
Parcel 2 of Certified Survey Map No. 5208
Parcel 3 of Certified Survey Map No. 5037

The parcels were purchased by Capital Associates, and the Oaks of Greenfield Condominium was subsequently constructed on Parcel No. 3. The owner of the above described Excluded Lands shall have the right for the benefit of any part of the Excluded Lands to connect to all utility services now or hereafter serving the Real Estate. The owner of the Excluded Lands shall have no easement or right-of-way with respect to any Tuckaway of Greenfield, Inc. current development roads.

4. Definitions. The following terms, whenever used in this Plan, and in the Articles of Incorporation and By-Laws of Tuckaway of Greenfield, Inc. shall be defined as follows:

(a) "Owner". Record owner, whether one or more persons or entities, of the fee simple title to any portion of the Real Estate including a condominium owner. A purchaser in possession of any property subject to a land contract, instead of the vendor, shall be considered the owner.

(b) "Condominium Project". Any development located upon the Real Estate and declared to be a condominium pursuant to the Unit Ownership Act of the Wisconsin Statutes.

(c) "Plan of Development" or "Plan". The provisions set forth in the entire document, as the same may be amended from time to time.

(d) "Common Areas and Facilities". Real property and any personal property acquired by Tuckaway of Greenfield, Inc. which are intended to be devoted to the common use and enjoyment of all owners of the entire Real Estate.

(e) "Real Estate". The entire real property which is subject to this Plan.

(f) "Corporation". Tuckaway of Greenfield, Inc., a nonstock corporation formed pursuant to Chapter 181 of the Wisconsin Statutes.

5. Board of Governors.

(a) The Directors of the Corporation shall be known as the Board of Governors (sometimes the "Board") and the members of the Board shall be referred to as Governors.

(b) Each of the nine condominium projects shall be entitled to elect or appoint one Governor.

(c) Governors shall serve on the Board for a term of three years from the date of election or appointment or until the election or appointment of a successor whichever shall first occur, provided, however, that no term shall expire until a successor has been elected or appointed.

(d) The rights, powers, duties and obligations of the Board shall be as set forth in the Plan and the Articles of Incorporation and By-Laws of the Corporation as amended from time to time.

6. Vote of Governors. Each Governor shall be entitled to one vote upon each matter submitted to a vote.

7. Utilities.

(a) Easements have been granted and are hereby confirmed in favor of and for the Benefit of the Board, the City of Greenfield, the Milwaukee Waterworks, the Milwaukee Metropolitan Sewerage District, the Wisconsin Electric Power Company, the Wisconsin Natural Gas Company, the Wisconsin Telephone Company and all other appropriate municipal corporations, public utility companies and quasi-municipal corporations and quasi-public utility companies for the right to install, maintain, repair

and replace all sewer mains and laterals, all water mains, laterals and hydrants, all electric power lines and cables and other necessary utility equipment and facilities upon, in and above the Real Estate and further to use all means necessary to implement the purposes of this easement. However, no one shall be permitted to erect any poles or transmission mains or lines above ground without the express written consent of the Board.

(b) If and to the extent that a municipality or utility company is not obligated and responsible for maintaining, repairing and replacing any utility serving the Real Estate generally such as mains, etc., as compared to the service to any individual condominium or other project then this obligation and responsibility shall be under the management and control of the Board as an expense payable from the general assessment as provided in this Plan.

(c) The Board may promulgate and enforce rules and regulations affecting common utilities upon, in and above the Real Estate.

8. Development Roads.

(a) Attached to this Plan as Exhibit "B" is a sketch of the Real Estate showing those roads upon the Real Estate which are designated "Development Roads". The existing Development Roads serve only Camelot, Woodbridge, Cloisters, LaCasa Real, Windermere and the one building (6 units) of Hidden Oaks facing Tuckaway Boulevard. If in the future the owner of any roadway not presently designated a Development Road wishes such designation and wishes to convey the roadway to the Corporation, the Board shall not be required to accept any such designation or conveyance unless the Board, in its sole discretion, determines that the roadway will serve the benefit of at least three condominium projects or home-owner associations provided, however, that the Board shall accept any such road now or hereafter constructed if designated by the City of Greenfield or applicable governing municipality. Upon any additional roadway being designated a Development Road the Board shall determine which additional condominium projects or home-owner association, if any, are served by Development Roads.

(b) All Owners served by a Development Road shall have an easement for the benefit of themselves, their families, tenants, employees, invitees and permitees to use all Development Roads presently constructed or hereafter to be constructed.

(c) The Corporation shall maintain, repair or replace all Development Roads wherever located on the Real Estate and whether or not owned by the Corporation, as an expense payable from the roadway assessments as provided in paragraph 13(e) of this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting Development Roads.

9. Fence and Other Common Areas and Facilities.

(a) No Owner or project association may remove or change the location of the existing chain-link fence surrounding the Real Estate except that the Board shall have the right, at its option, to remove, replace or change the location of the fence.

(b) The Corporation shall maintain, repair and replace the existing chain-link fence described above at the expense of all Owners determined and enforceable in the same manner as perimeter and area assessments as provided in paragraph 13(b) of this Plan.

(c) The Corporation shall maintain, repair and replace all other common areas and facilities owned by the Corporation as an expense from the general assessments as provided in this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting the common areas and facilities owned by the Corporation.

10. Insurance.

(a) The Board shall obtain, maintain and pay the premiums upon such insurance as may be required to indemnify the City of Greenfield for any losses caused by the eruption, breaking, leaking or destruction of the water mains and related appurtenances located upon the Real Estate, all pursuant to any agreement executed or to be executed between the City of Greenfield and the Corporation.

(b) The Board shall provide and the Corporation shall pay for public liability insurance policies in such amounts and in such form as the Board may determine to be necessary in connection with the risks of the Corporation under the provisions of this Plan.

(c) The Board shall provide and the Corporation shall pay for workmen's compensation insurance coverage in such amounts and in such form as the Board may determine to be necessary.

(d) The Board shall provide and the Corporation shall pay for fidelity bonds on such Governors, officers or employees and in such amounts as the Board shall determine to be necessary.

(e) The Board shall provide and the Corporation shall pay for insurance coverage for loss by such hazards as the Board deems necessary to common areas and facilities owned by the Corporation or within its responsibility for management and control. In the event of any destruction to the common areas or facilities, they shall be reconstructed and repaired by the Board acting for the Corporation as soon as practicable. Insurance proceeds which may be paid or payable to the Corporation as a result of such destruction shall be deemed trust funds to be used for the express purpose of such reconstruction. If there are no insurance proceeds or if the insurance proceeds are not sufficient to pay the total cost of reconstruction and repair the deficiency shall be paid by all owners as a special assessment as provided in this Plan.

11. Operation of Condominiums and Other Projects.

(a) Each condominium or home-owner association and each Owner of a portion of the Real Estate not owned in conjunction with condominium or home-owner association jurisdiction shall carry out its obligations to maintain the exterior of all improvements within its jurisdiction or ownership in good order and repair and to maintain all lawns, parking lots and other land areas within its jurisdiction or ownership in good appearance and free from debris all in a manner as is consistent with good property management. In the event an association or such Owner shall fail to perform the obligations specified in this paragraph after notice from the Board in a manner and within such time as the Board deems reasonable under the circumstances, the Board may, upon an approval by 2/3 vote of members attending a properly constituted meeting, have the right to enter upon the property to repair and maintain the exterior of any building and any land area. All costs of such maintenance or repair shall become a parcel assessment upon such property as provided in this Plan.

(b) In the exercise of its independent jurisdiction or ownership, each association or Owner shall not take any action which is in conflict with the provisions of this Plan.

12. Compliance; Enforcement; Fines and Penalties.

(a) All Owners and residents shall comply with the rules and regulations which may be enacted by the Board pursuant to the provisions of this Plan, with the Articles of Incorporation and By-Laws of the Corporation, with all federal, state and local laws relating to the Real Estate and with all notices for compliance from the municipality or other governmental authority. If any Owner fails to so comply, the Owner may be sued for damages caused by the failure or for injuctive relief, or both by the Corporation or by any other unit owner.

(b) The Board may prescribe fines and penalties for failure of the residents or Owners to comply with the duties and obligations hereunder and they may also prescribe fines and penalties for the violation of any acts prohibited in this Plan or the By-Laws of the Corporation. Such fines or penalties, if unpaid, shall become a lien upon the Owner's interest in the Real Estate and shall remain a lien until paid in full; such fines and penalties shall also become a personal obligation of the resident or Owner. Enforcement may be by an action at law or by an action to foreclose the lien and violations may be enjoined.

13. Assessments.

(a) Each Owner by acceptance of a deed at any time after April 13, 1968, whether or not so expressed in such deed, shall be deemed to covenant and agree to pay to the Corporation assessments which may be charged by the Board in the following categories: General assessments and special assessments (formerly paragraph 34 of the By-Laws), parcel assessments (formerly paragraph 35 of the By-Laws), perimeter and area assessments (formerly paragraph 11 of the Plan) and roadway assessments (formerly part of paragraph 34 of the By-Laws).

(b) General assessments.

(i) The Board shall establish a "general account" to be used by the Board for the payment of expenses which are incurred and authorized by the Board for the purposes of utilities, other areas and facilities of the Real Estate and insurance all as described in paragraphs 7, 9(c) and 10 of this Plan.

(ii) Prior to the beginning of each fiscal year of the Corporation the Board shall prepare a budget of the expenditures which it proposes to make for the general account for the ensuing year and send a copy to all Owners. Not less than 15 nor more than 30 days thereafter, the Board shall vote upon adoption of the budget, with each Governor representing a condominum project or other membership organization being deemed to represent by proxy the members of such project or organization which elected or appointed him.

(iii) The amount of the approved annual budget shall be levied and assessed equally upon all Owners of living units as declared as of the first day of the fiscal year for such budget; however if any portion of the Real Estate is developed with other than living units, there shall first be an apportionment of the assessment based upon the ratio of the assessed value of each nonliving unit development to the assessed value of the Real Estate; the nonliving unit development or developments shall pay the proportions so determined by this method and the living units shall pay the remaining amount of the budget on the basis of an equal amount for each living unit.

(iv) If because of casualty loss or other emergency it becomes necessary for the Board to commit for an expenditure exceeding contingency amounts in the current general budget, available reserves and other available general funding, the Board may impose an additional assessment upon Owners if approved by not less than 4/5 of the votes of all existing Governors. The amount of such assessment shall be allocated to Owners in the same manner as annual general assessments.

(c) Parcel assessments.

If and to the extent the Board of Governors proposes to expend or has expended funds for the benefit of an individual condominium project or a separate parcel of the Real Estate in accordance with its powers described in paragraph 11 of this Plan, all owners of the condominium project or parcel shall be obligated to reimburse the Board of Governors promptly when billed and the amount so billed shall be an assessment until paid. In the case of a condominium project or home owner association project, each owner shall be billed and assessed that proportion of the total billing and assessment of the project which the interest in common areas and facilities appurtenant to his unit bears to the total of all such interests for the project.

(d) Perimeter and area assessments.

(i) All assessments on the perimeter and area benefit assessments assessed by the City of Greenfield, County of Milwaukee or any other appropriate governmental body against any of the Real Estate shall be paid by the Board and charged by the Board to all Owners as provided in this paragraph. The perimeter and area benefit assessments shall include, but not be limited to, those special assessments charged by an appropriate governmental body against the Real Estate or parts thereof for installation and maintenance of water and sewer systems, construction of streets, roadways and sidewalks.

(ii) Perimeter and area benefit assessments shall be apportioned amongst the Owners based upon the ratio which the assessed value of each living unit bears to the entire assessed value of the Real Estate.

(e) Roadway assessments.

(i) The Board shall establish a "roadway account" to be used by the Board for the payment of expenses which are incurred and authorized by the Board for the purposes of Development Roads as described in Paragraph 8 of this Plan. Examples of such expenses shall include repair, maintenance, replacement, snow plowing, lighting and insurance.

(ii) Prior to the beginning of each fiscal year of the Corporation, the Board shall prepare a budget of the expenditures which it proposes to make for the roadway account for the ensuing year and send a copy to all Owners served by the Development Roads. Not less than 15 nor more then 30 days thereafter, the Board shall vote upon adoption of the roadway budget, with each Governor representing a condominium project or other membership organization being deemed to represent by proxy the members of such project or organization which elected or appointed him.

(iii) The amount of the approved annual budget for Development Roads shall be levied and assessed equally upon all Owners of living units in condominium projects or other membership organizations served by Development Roads as declared as of the first day of the fiscal year for such budget.

(iv) If because of an emergency it becomes necessary for the Board to commit for an expenditure exceeding contingency amounts in the current roadway budget, available reserves and other available roadway finding, the Board may impose an additional assessment upon Owners served by Development Roads if approved by not less than four-fifths of the votes of all existing Governors representing condominium projects or other membership organizations served by Development Roads. The amount of such assessment shall be allocated to Owners served by Development Roads in the same manner as annual roadway assessment.

(f) Any costs incurred by the Board which are caused by the act or omission of any Owner shall entitle the Board to charge such Owner for the reasonable amount incurred or to be incurred as an assessment.

(g) All Owners shall pay the assessments which may be levied and charged against them by the Board. All assessments shall be paid to the treasurer of the Board at the time and place designated by the Board. No Owner may exempt himself from paying his assessment by waiver of the use or benefit of the facilities or improvements which constitutes the subject matter of the assessment nor by the abandonment of his legal or equitable interest in the Real Estate affected by the assessment. All assessments charged against an Owner shall immediately become the personal debt of the Owner and shall remain so until paid. Any unpaid assessments, including interest and penalty charges, if any, shall be a lien upon the defaulting Owner's real property until paid. No conveyance shall relieve the grantor, the grantee or the property of such lien and the grantor and grantee shall be jointly and severally liable for such assessments until paid in full.

(h) There shall be no requirement to file any such lien and this Plan shall constitute sufficient notice to Owners and to all successors in title. In addition, the provisions for assessment and enforcement of liens under the Unit Ownership Act of the State of Wisconsin and under Section 289.70 of the Wisconsin Statutes (entitled Maintenance Liens) shall be applicable. The Board shall be entitled to elect which procedure to pursue in collecting assessments. All liens provided by this Plan shall have the same priority as liens of an association of unit owners under the Unit Ownership Act of the State of Wisconsin.

(i) Each declaration of a condominium on the Real Estate shall delegate to the Board of Governors such assessment powers of the association of unit owners as are necessary to carry out the provisions of this Plan but without preventing the association of unit owners of any condominium project from levying any assessments for its own purposes.

(j) The Board shall, at the request of any Owner, his representative or mortgagee, furnish a written statement pursuant to the applicable provisions in the Unit Ownership Act of the State of Wisconsin setting forth the amount of unpaid assessments which if not provided within ten days after the request shall bar the Board from claiming any lien unless filed with the Register of Deeds for Milwaukee County, Wisconsin prior to the request for the statement. Upon payment of an assessment which shall have become a recorded lien, the Board shall furnish a receipt showing payment and, at the expense of the owner, a release of lien in recordable form.

(k) For convenience of administration normally the assessments upon Owners in a condominium or home-owner association project will be billed to the association for collection from individual Owners and remittance to the treasurer of the Corporation however utilization of this procedure shall not be a waiver of rights of the Corporation against any Owner who fails to pay any assessment provided in this Plan.

14. Qualification as Homeowners Association.

(a) The Corporation is intended to qualify as a Homeowners Association as that term is defined in the Internal Revenue Code.

(b) No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing or providing management, maintenance, and care of "association property", as that term is defined in the Internal Revenue Code, and other than by a rebate of excess fees or assessments) to the benefit of any Owner, member or individual.

15. Amendments. This Plan may be amended by an affirmative vote of not less than 4/5 of the votes of all existing Governors. Copies of such amendments shall be certified by the President and Secretary of the Corporation and shall be in recordable form. A copy of the amendment shall be filed with the Register of Deeds for Milwaukee County, Wisconsin and a copy of the amendment shall be mailed or delivered to each Owner.

16. Severability. The provisions of the Plan and the By-Laws shall be considered severable; if any of the provisions are declared to be void, invalid or illegal by any statute or decree of any court, this shall not in any way affect the other provisions of this Plan or the By-Laws.

17. Interpretation as One Document. This Plan and the Articles of Incorporation and By-Laws of the Corporation shall be interpreted as one document for all purposes to carry out the intent of these documents. All portions of the Unit Ownership Act of the State of Wisconsin which are applicable to the intent of these documents are incorporated by this reference.

18. Covenants Run With Land; Successors. This Plan shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of all Owners, occupants and parties claiming an interest in the Real Estate and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Tuckaway of Greenfield, Inc., having duly adopted this restated Plan of Development by appropriate corporate action, has caused this document to be executed on date first above written by its President and Secretary being authorized to so act.

CONSENT

Tuckaway of Greenfield, Inc.,a Wisconsin Corporation, as described in the foregoing Restated Plan of Development, hereby consents to and agrees to be bound by the maintenance responsibility and perimeter and area benefit assessment provisions of the Plan.

Dated 4th day of June, 1999.

TUCKAWAY OF GREENFIELD, INC.
BY Irene B. Michaelis
President

Attest:

BY _____
Secretary

Judy L. Umbreit
NOtary Public, State of Wisconsin
6/6/99
My commission expires

State of Wisconsin
Milwaukee County

IN WITNESS WHEREOF, this Document has been executed this 4th day of June 1999.

TUCKAWAY OF GREENFIELD, INC.

BY Irene B Michaelis
_____, President

Attest:

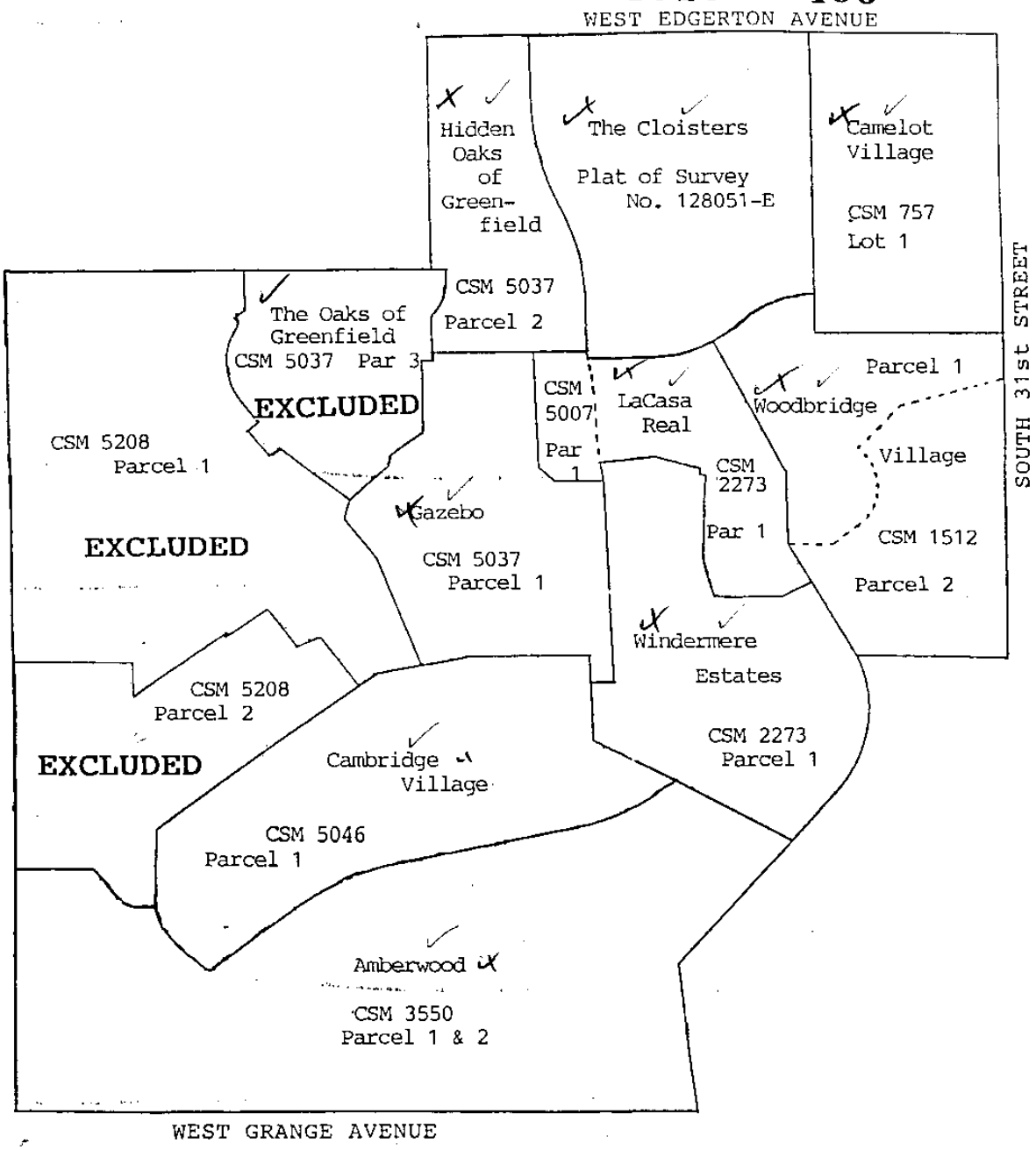
BY James L. Umbreit
_____, Secretary

NOTARIZATION

Personally came before me this 4th day of June, 1999, Irene B, Michaelis, President and James L. Umbreit, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and secretary of said corporation, and acknowledged that they execut ed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Judy L. Umbreit
Notary Public, Milwaukee County, Wisconsin
My Commission Expires 6/6/99

This instrument was drafted by Morton M. Grodsky



E X H I B I T "A"

THE REAL ESTATE

AND

EXCLUDED LANDS

REEL 4615 IMAG 484

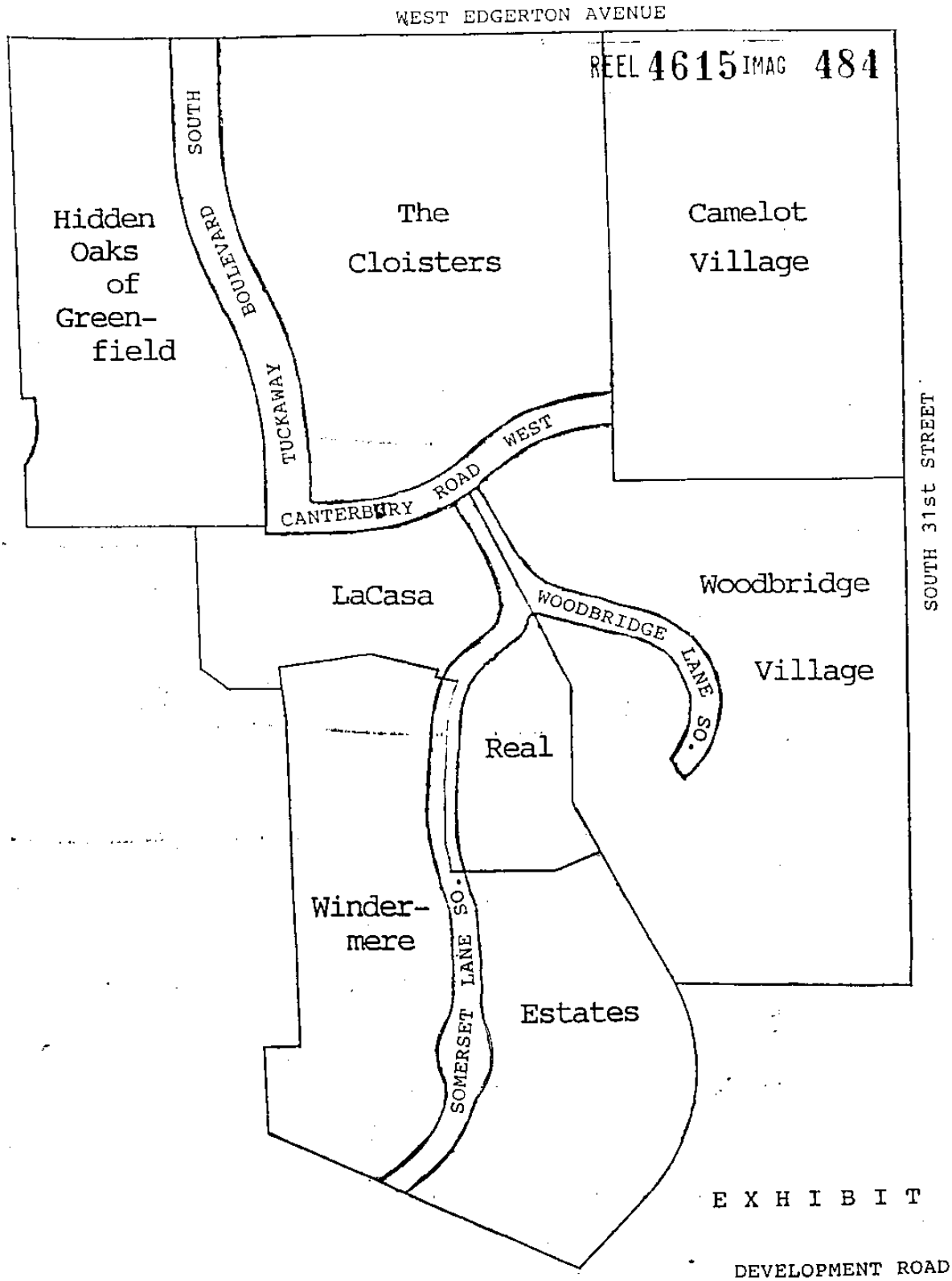


EXHIBIT "B"

DEVELOPMENT ROADS

CHAPTER 703

CONDOMINIUMS

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NOTE: 2003 Wis. Act 283, **which affected this chapter, contains extensive explanatory notes.**

703.01 Condominium ownership act. This chapter shall be known as the "Condominium Ownership Act".

History: 1977 c. 427.

State and federal regulation of condominiums. Minahan, 58 MLR 55.

Condominium conversion and tenant rights — Wisconsin statutes section 703.08: What kind of protection does it really provide. Wynn, 63 MLR 73 (1979).

Transferring Declarant Rights and Obligations Under the Wisconsin Condominium Ownership Act. Ishikawa. Wis. Law. Feb. 1992.

Wisconsin's Revised Condominium Ownership Act. Hinkston. Wis. Law. Sept. 2004.

Advising Prospective Owners of Troubled Condominium Projects. Ishikawa. Wis. Law. Oct. 2009.

703.02 Definitions. In this chapter, unless the context requires otherwise:

(1b) "Addendum" means a condominium instrument that modifies a recorded condominium plat.

(1h) "Amendment" means a condominium instrument that modifies a recorded condominium declaration.

(1m) "Association" means all of a condominium's unit owners acting as a group, either through a nonstock, nonprofit corporation or an unincorporated association, in accordance with its bylaws and declaration.

(2) "Common elements" mean all of a condominium except its units.

(3) "Common expenses and common surpluses" mean the expenses and surpluses of an association.

(4) "Condominium" means property subject to a condominium declaration established under this chapter.

(5) "Condominium instruments" mean the declaration, plats and plans of a condominium together with any attached exhibits or schedules.

(6) "Conversion condominium" means a structure which, before the recording of a condominium declaration, was wholly or partially occupied by persons other than those who have contracted for the purchase of condominium units and those who occupy with the consent of the purchasers.

(6m) "Correction instrument" means an instrument drafted by a professional land surveyor that complies with the requirements of s. 59.43 (2m) and that, upon recording, corrects an error in a condominium plat. "Correction instrument" does not include an instrument of conveyance.

(7) "Declarant" means any owner who subjects his or her property to a condominium declaration established under this chapter. The term includes an assignee of the declarant under s. 703.09 (4).

(8) "Declaration" means the instrument by which a property becomes subject to this chapter, and that declaration as amended from time to time.

(9) "Expandable condominium" means a condominium to which additional property or units or both may be added in accordance with the provisions of a declaration and this chapter.

(10) "Limited common element" means a common element identified in a declaration or on a condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.

(11) "Majority" or "majority of unit owners" mean the condominium unit owners with more than 50 percent of the votes assigned to the units in the condominium declaration.

(12) "Mortgagee" means the holder of any recorded mortgage encumbering one or more units or a land contract vendor.

(13) "Person" means an individual, corporation, partnership, association, trustee or other legal entity.

(13r) "Professional land surveyor" means a professional land surveyor licensed under ch. 443.

(14) "Property" means unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels or improvements.

(14g) "Removal instrument" means an instrument that complies with the requirements of s. 59.43 (2m) and that removes property from the provisions of this chapter upon recording. "Removal instrument" does not include an instrument of conveyance.

(14m) "Small condominium" means a condominium with no more than 12 units.

(15) "Unit" means a part of a condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors, or parts thereof, in a building. A unit may include 2 or more noncontiguous areas.

(16) "Unit number" means the number identifying a unit in a declaration.

(17) "Unit owner" means a person, combination of persons, partnership or corporation who holds legal title to a condominium unit or has equitable ownership as a land contract vendee.

History: 1977 c. 407; 1985 a. 188; 1997 a. 333; 1999 a. 85; 2003 a. 283; 2007 a. 20; 2013 a. 358.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

The definition of "unit" under sub. (15) encompasses a property on which there is no constructed unit. Aluminium Industries v. Camelot Trails, 194 Wis. 2d 575, 535 N.W.2d 74 (Ct. App. 1995).

Small lock boxes were not "intended for any type of independent use" within the meaning of "unit" under sub. (15). Because there are no valid units, there could be no valid condominium units, and the conveyance of riparian rights to docks attempted to be transferred as common elements were not valid. ABKA Limited Partnership v. DNR, 2002 WI 106, 255 Wis. 2d 486, 648 N.W.2d 854, 99–2306.

Each unit identified in the condominium declaration is a unit for purposes of separate taxation under s. 703.21, regardless of whether the unit has been constructed. For purposes of identifying the "unit" as defined in sub. (15), a unit may exist without a building. The Saddle Ridge Corp. v. Board of Review for Town of Pacific, 2010 WI 47, 325 Wis. 2d 29, 784 N.W.2d 527, 07–2886.

Although the statutory definition of a "unit" under sub. (15) controls, it may be altered by other statutory provisions that look specifically to the declaration to define the substantive rights and obligations of unit owners. Section 703.15 (4) (d) 1. explicitly allows the declaration to determine the number of votes appurtenant to each platted unit. Northernaire Resort & Spa, LLC v. Northernaire Condominium Association, Inc, 2013 WI App 116, 351 Wis. 2d 156, 839 N.W.2d 116, 12–1707.

703.03 Application of chapter. This chapter applies only to property, a sole owner or all of the owners of which submit the property to the provisions of this chapter by duly executing and recording a declaration as provided in this chapter.

Master–planned communities are not part of the purpose behind ch. 703's promulgation. Master–planned communities are an entirely different type and level of development than condominiums. A condominium is a multiple–unit complex, the units of which are individually owned, each owner receiving a recordable deed to the individual unit purchased and sharing in joint ownership of any common grounds or passageways. A master–planned community is a private quasi–town that may include different types of homes, including condominiums, commercial property, private streets and parks, and other recreational facilities. Just because a master–planned community has condominiums as part of the plan, a covenant governing the community is not subject to ch. 703. Solowicz v. Forward Geneva National, 2010 WI 20, 323 Wis. 2d 556, 780 N.W.2d 111, 08–0010.

History: 1977 c. 407.

703.04 Status of the units. A unit, together with its undivided interest in the common elements, for all purposes constitutes real property.

History: 1977 c. 407.

703.05 Ownership of units. A unit owner is entitled to the exclusive ownership and possession of his or her unit.

History: 1977 c. 407.

703.06 Alterations prohibited. Except as otherwise provided in this chapter, no unit owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, or change the exterior appearance of a unit or any other portion of the condominium not part of the unit.

History: 1977 c. 407; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.07 Establishment of condominium. (1) A condominium may only be created by recording condominium instruments with the register of deeds of the county where the property is located. A condominium declaration and plat shall be presented together to the register of deeds for recording.

(2) A condominium instrument, and all amendments, addenda and certifications of a condominium instrument, shall be recorded in every county in which any portion of the condominium is located, and shall be indexed in the name of the declarant and the name of the condominium. Subsequent instruments affecting the title to a unit which is physically located entirely within a single county shall be recorded only in that county, notwithstanding the fact that the common elements are not physically located entirely within that county. Subsequent amendments and addenda shall be indexed under the name of the condominium.

(3) All instruments affecting title to units shall be recorded and taxed as in other real property transactions.

History: 1977 c. 407; 1997 a. 333.

703.08 Notice prior to conversion of residential property to condominium. (1) Residential real property may not be converted to a condominium unless the owner of the residential real property gives prior written notice of the conversion to each of the tenants of the building or buildings scheduled for conversion. During the 60–day period immediately following the date of delivery of the notice a tenant has the first right to purchase the unit, if the unit is offered for sale at any time during that period, for any of the following:

(a) The price at which the unit is being offered on the market.

(b) The price contained in any accepted offer to purchase the unit.

(c) The price otherwise agreed to by the tenant and the seller.

(2) A tenant may not be required to vacate the property during the 120–day period immediately following the date of delivery of the notice required under sub. (1) except for:

(a) Violation of a covenant in the lease; or

(b) Nonpayment of rent.

(3) A tenant may waive in writing his or her first right of purchase under sub. (1), his or her right to remain on the property under sub. (2), or both.

History: 1977 c. 407; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

Condominium conversion and tenant rights — Wisconsin statutes section 703.08: What kind of protection does it really provide. Wynn. 63 MLR 73 (1979).

703.09 Declaration. (1) A condominium declaration shall contain:

(a) The name and address of the condominium and the name shall include the word "condominium" or be followed by the words "a condominium".

(b) A description of the land on which the condominium is, or is to be, located, together with a statement of the owner's intent to subject the property to the condominium declaration established under this chapter.

(c) A description of each unit, including its perimeters, location, and any other data sufficient to identify the unit with reasonable certainty.

(d) A general description of the common elements together with a designation of those portions of the common elements that are limited common elements and the unit to which the use of each is restricted. Fixtures designed to serve a single unit, located contiguous to the unit's boundaries, are deemed limited common elements appertaining to that unit exclusively and need not be shown or designated as limited common elements in the condominium instruments.

(e) The percentage interests appurtenant to each unit.

(f) The number of votes at meetings of the association of unit owners appurtenant to each unit.

(g) Statement of the purposes for which the building and each of the units are intended and restricted as to use.

(h) The name and address of the resident agent under s. 703.23.

(i) Provision as to the percentage of votes by the unit owners which shall be determinative of whether to rebuild, repair, restore or sell the property in the event of damage or destruction of all or part of the property.

(j) Any further details in connection with the property which the person executing the declaration deems desirable to set forth

consistent with this chapter, except those provisions which are required to be included in the bylaws.

(1c) A condominium declaration shall be signed by the owners of the property and any first mortgagee of the property or the holder of an equivalent security interest in the property in the same manner as required in conveyances of real property.

(2) Except as provided in sub. (4) and ss. 703.093, 703.13 (6) (c) and (d) and (8) (b), and 703.26, a condominium declaration may be amended with the written consent of at least two–thirds of the aggregate of the votes established under sub. (1) (f) or a greater percentage if provided in the declaration. An amendment becomes effective when it is recorded in the same manner as the declaration. The document submitting the amendment for recording shall state that the required consents and approvals for the amendment were received. Except as provided in sub. (2m), a unit owner's written consent is not effective unless it is approved in writing by the first mortgagee of the unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan or its equivalent on a unit, constitutes approval of the first mortgagee or equivalent security interest holder under this subsection.

(2m) (a) In this subsection, "first mortgagee" means the first mortgagee of a unit or the holder of an equivalent security interest, the first mortgage lender on a unit or the equivalent security interest holder, or the person servicing the first mortgage loan or its equivalent on a unit.

(b) A unit owner, or the association on behalf of a unit owner, may obtain the approval required under sub. (2) by providing written notice of the amendment to the first mortgagee that includes all of the following:

1. A copy of the amendment.

2. A request for approval or disapproval of the amendment.

3. A form upon which the first mortgagee may indicate its approval or disapproval of the amendment.

4. A statement that, if the first mortgagee fails to complete and return the form described under subd. 3. or otherwise disapprove the amendment in writing within 60 days from the date of mailing of the notice, the first mortgagee is considered to have given its approval of the amendment.

(c) The unit owner or association shall deliver the notice under par. (b) by certified mail to the last–known address of the first mortgagee. If no other address is known to the unit owner or association, the unit owner or association may deliver the notice to the address of the first mortgagee as the address appears on the mortgage or equivalent security instrument and to the address to which the unit owner sends any periodic payments on the first mortgage loan or its equivalent.

(d) If the first mortgagee fails to complete and return the form described under par. (b) 3. or otherwise disapprove the amendment in writing within 60 days after the unit owner or association mails the notice under par. (c), the first mortgagee is considered to have given its approval of the amendment as required under sub. (2).

(3) (a) If an amendment to a condominium declaration has the effect of reducing the value of any unit owner's interest in any common element, including any limited common element, and increases the value of the declarant's or any other unit owner's interest in the common element or limited common element, then the declarant or other unit owner shall compensate the unit owner the value of whose interest is reduced in the amount of the reduction in value, either in cash or by other consideration acceptable to the unit owner.

(b) A unit owner may waive the right to obtain compensation under par. (a) in writing.

(c) Paragraph (a) does not apply to an expanding condominium under s. 703.26.

(4) A declarant may assign his or her rights and obligations as a declarant under this chapter by recording an amendment to the declaration that includes the assignment and an acceptance of the assignment that is signed by the assignee and acknowledged. A declarant may not assign under this subsection less than all of his or her rights and obligations as a declarant under this chapter.

History: 1977 c. 403; 1985 a. 188, 332; 2003 a. 283; 2017 a. 333.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

An amendment of a condominium declaration that changed a common area to a limited common area but did not change the owners' percentage interests in the common areas did not require unanimous approval of all owners and was valid. Any reduction in value due to the change from common area was recoverable under sub. (3) (a) by the owners whose condominium value decreased due to the change. Newport Condominium Association v. Concord–Wisconsin, 205 Wis. 2d 577, 556 N.W.2d 778 (Ct. App. 1996), 95–0869.

A condominium complex may prohibit the rental of condominium units through an amendment to the bylaws. Nothing in sub. (1) (g) or in any other section of ch. 703 requires that all restrictions on use must be identified in the declaration. Section 703.10 (3) expressly authorizes the placement of additional use restrictions in condominium bylaws and does not contain limitations on the types of restrictions that can be implemented through bylaw amendments. As long as use restrictions do not conflict with the declaration or with state or federal law, they are valid and enforceable. Apple Valley Gardens Association, Inc. v. MacHutta, 2009 WI 28, 316 Wis. 2d 85, 763 N.W.2d 126, 07–0191.

703.093 Alternative procedure for amending declaration. (1) As an alternative to s. 703.09 (2), a condominium declaration may be amended under this section if at least two–thirds of the aggregate of the votes established under s. 703.09 (1) (f), or a greater percentage if provided in the declaration, consent to the amendment in writing and those consents are approved by the mortgagees or holders of equivalent security interests in the units. An amendment becomes effective when it is recorded in the same manner as the declaration.

(2) The association has 180 days to secure the required consents and approvals under this section, commencing with the recording of an affidavit with the register of deeds of the county in which the condominium is located. The affidavit shall do all of the following:

(a) Set forth the text of the proposed amendment.

(b) Provide the name and address of the senior executive officer of the association to whom inquiries should be directed with regard to the proposed amendment.

(c) State that a notice was sent to each owner of record and each lender of record for each unit of the association on the date the affidavit is recorded.

(d) Be signed by the senior executive officer of the association.

(3) Notice of a proposed amendment to a declaration under this section shall be mailed on the date the affidavit is recorded under sub. (2) to the owner of each condominium unit and to any mortgagee of, or holder of an equivalent security interest in, each unit, as identified in a title report prepared on the date the notice is sent.

(4) The notice mailed under sub. (3) shall do all of the following:

(a) Contain a copy of the text of the proposed amendment and a current copy of this section.

(b) Include a written ballot to be signed by the unit owner, identifying the unit casting the ballot and identifying each owner of record of that unit as of the date the affidavit is recorded under sub. (2). The ballot shall include a place for any mortgagee or equivalent security interest holder to whom notice is sent under sub. (3) to indicate its approval or objection under sub. (5) (b).

(c) State that, if more than one person is an owner of the unit and the owners cannot agree how to cast the ballot, the unit's vote shall be treated as a vote in opposition to the proposed amendment.

(d) State that a ballot signed by only one owner shall count as the ballot of that unit, unless more than one ballot is received by the association for that unit, in which case all ballots received for that unit must concur in the vote cast or the ballots, collectively,

shall be treated as a vote in opposition to the proposed amendment by that unit.

(e) State that the proposed amendment must be voted on as written and that no changes to the proposed amendment may be accomplished by this vote.

(f) Include the address to which the completed ballot should be mailed or delivered.

(5) (a) The owner of each unit shall vote on the proposed amendment by signing the ballot before a notary public and by mailing the signed and notarized ballot or by personally delivering it to the association of unit owners at the applicable address specified under sub. (4) (f).

(b) Each mortgagee or equivalent security interest holder receiving the notice under sub. (3) shall signify its approval or objection to the amendment by having an authorized person sign the ballot before a notary public and by returning the signed, notarized ballot to the association.

(6) The association may rely on the list of owners of record set forth in a title report obtained as of the date the affidavit is recorded under sub. (2), unless the association receives a written notice, signed and notarized by both the previous owner and the new owner, advising the association that ownership of the unit has changed. The association shall send a copy of the notice under sub. (3) to the new owner of a unit and any mortgagee or equivalent security interest holder promptly after receiving notice of the transfer of ownership. It is the responsibility of the new unit owner to comply with this section. If the previous owner had voted prior to the change in ownership, the new owner may execute the ballot included in the notice under sub. (3), which ballot, when returned by the new owner, shall supersede and replace any ballot cast by the previous owner if the required approval of any mortgagee or equivalent security interest holder is also timely received. The 180–day period applicable to receipt of the ballot for the unit shall be extended to a date 14 days after the ballot is mailed by the association if the ballot is mailed within 14 days before the end of the 180–day period.

(7) Any person acquiring a mortgage or equivalent security interest on a unit after the affidavit is recorded under sub. (2) may notify the association in writing of the mortgage or equivalent security interest lien, identifying the unit on which it holds a lien, and signify its approval of or objection to the proposed amendment to the declaration.

(8) If the association receives the required number of consents and approvals from unit owners and mortgagees and equivalent security interest holders within the required time after the affidavit is recorded under sub. (2), the senior executive officer of the association shall record an amendment in the office of the register of deeds of the county in which the condominium is located, setting forth the facts satisfying the requirements of this section and providing record notice to all interested persons that the declaration has been revised, effective upon the recording of the amendment, and restating the entire declaration, as amended.

(9) The association shall, for a period of 2 years following the recording of the amended declaration under sub. (8), retain on file and make available for inspection at the place where the condominium financial records are maintained all of the following:

(a) The title report under sub. (6) relied upon by the association.

(b) All of the ballots received by the association from unit owners.

(c) All written approvals or objections received by the association from mortgagees and equivalent security interest holders.

History: 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

The doctrine of merger of title that "No man can, technically, be said to have an easement in his own land. And the consequence is, that if the same person becomes owner in fee simple of both estates, the easement is extinguished," did not apply to extinguish easements created in a condominium declaration. Creation of a condominium is, by statute, a unilateral act by the owner in anticipation of a future sale. It does not involve any transfer of rights to a third party and does not create any new rights that can immediately merge back into the fee. Rather, it is a document defining rights to be sold in the future. Anderson v. Quinn, 2007 WI App 260, 306 Wis. 2d 686, 743 N.W.2d 492, 06–736.

703.095 Modification and correction of recorded condominium instruments, amendments, and addenda. A recorded condominium instrument, amendment, or addendum may only be modified by recording an amendment, addendum, or correction instrument, or by removal from the provisions of this chapter under s. 703.28 (1). The register of deeds may not record an amendment, addendum, or correction instrument if it does not refer to the condominium instrument, amendment, or addendum being modified or corrected, including the document number, and may not record an amendment or addendum unless it is numbered consecutively or states that it is an amendment and restatement of the condominium instrument being modified or corrected, bears the name of the condominium as it appears in the declaration, and identifies all units in the condominium.

History: 1997 a. 333; 2017 a. 333.

703.10 Bylaws. (1) BYLAWS TO GOVERN ADMINISTRATION. The administration of every condominium shall be governed by bylaws. Every unit owner shall comply strictly with the bylaws and with the rules adopted under the bylaws, as the bylaws or rules are amended from time to time, and with the covenants, conditions and restrictions set forth in the declaration or in the deed to the unit. Failure to comply with any of the bylaws, rules, covenants, conditions or restrictions is 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 unit owner.

(2) REQUIRED PARTICULARS. The bylaws shall express at least the following particulars:

(a) The form of administration, indicating whether the association shall be incorporated or unincorporated, and whether, and to what extent, the duties of the association may be delegated to a board of directors, manager or otherwise, and specifying the powers, manner of selection and removal of them.

(b) The mailing address of the association.

(c) The method of calling the unit owners to assemble; the attendance necessary to constitute a quorum at any meeting of the association; the manner of notifying the unit owners of any proposed meeting; who presides at the meetings of the association, who keeps the minute book for recording the resolutions of the association and who counts votes at meetings of the association.

(d) The election by the unit owners of a board of directors of whom not more than one is a nonunit owner, the number of persons constituting the same and that the terms of at least one–third of the directors shall expire annually, the powers and duties of the board, the compensation, if any, of the directors, the method of removal from office of directors and whether or not the board may engage the services of a manager or managing agent.

(e) The manner of assessing against and collecting from unit owners their respective shares of the common expenses.

(f) The manner of borrowing money and acquiring and conveying property.

(2m) LIMITATION ON ENFORCEMENT OF CERTAIN PROVISIONS. No bylaw or rule adopted under a bylaw and no covenant, condition or restriction set forth in a declaration or deed to a unit may be applied to discriminate against an individual in a manner described in s. 106.50.

(3) PERMISSIBLE ADDITIONAL PROVISIONS. The bylaws also may contain any other provision regarding the management and operation of the condominium, including any restriction on or requirement respecting the use and maintenance of the units and the common elements.

(4) PROHIBITING VOTING BY CERTAIN UNIT OWNERS. The bylaws may contain a provision prohibiting any unit owner from voting at a meeting of the association if the association has recorded a statement of condominium lien on the person's unit and the

amount necessary to release the lien has not been paid at the time of the meeting.

(5) AMENDMENT. The bylaws may be amended by the affirmative vote of unit owners having 67 percent or more of the votes. Each particular set forth in sub. (2) shall be expressed in the bylaws as amended.

(6) TITLE TO CONDOMINIUM UNITS UNAFFECTED BY BYLAWS. Title to a condominium unit is not rendered unmarketable or otherwise affected by any provision of the bylaws or by reason of any failure of the bylaws to comply with the provisions of this chapter.

History: 1977 c. 407; 1987 a. 262; 1991 a. 295; 1995 a. 27; 1999 a. 82.

Because sub. (6) prohibits condominium bylaws from affecting the transfer of title to a condominium unit, a bylaw prohibiting the sale of any condominium unit to an owner who would not reside in the condominium unit could not be applied to prevent the confirmation of a foreclosure sale to the high bidder who admitted he would not occupy the premises. Bankers Trust Company of California, N.A. v. Bregant, 2005 WI App 86, 281 Wis. 2d 855, 661 N.W.2d 498, 02–2085.

A condominium complex may prohibit the rental of condominium units through an amendment to the bylaws. Nothing in s. 703.09 (1) (g) or in any other section of ch. 703 requires that all restrictions on use must be identified in the declaration. Sub. (3) expressly authorizes the placement of additional use restrictions in condominium bylaws and does not contain limitations on the types of restrictions that can be implemented through bylaw amendments. As long as use restrictions do not conflict with the declaration or with state or federal law, they are valid and enforceable. Apple Valley Gardens Association, Inc. v. MacHutta, 2009 WI 28, 316 Wis. 2d 85, 763 N.W.2d 126, 07–0191.

Bankers Trust reaffirmed that the proscription contained within sub. (6) is a protection of the title and is not a vehicle for a finding of impairment. Apple Valley Gardens Association, Inc. v. MacHutta, 2009 WI 28, 316 Wis. 2d 85, 763 N.W.2d 126, 07–0191.

703.105 Display of the United States flag and political signs. (1) No bylaw or rule may be adopted or provision included in a declaration or deed that prohibits a unit owner from respectfully displaying the United States flag.

(1m) No bylaw or rule may be adopted or provision included in a declaration or deed that prohibits a unit owner from displaying in his or her condominium a sign that supports or opposes a candidate for public office or a referendum question.

(2) Notwithstanding subs. (1) and (1m), bylaws or rules may be adopted that regulate the size and location of signs, flags and flagpoles.

History: 2003 a. 161; 2005 a. 303.

703.11 Condominium plat. (1) TO BE FILED FOR RECORD. When any condominium instruments are recorded, the declarant shall file a condominium plat to be recorded in a separate plat book maintained for condominium plats or stored electronically in the register of deeds office.

(2) REQUIRED PARTICULARS. A condominium plat may consist of one or more sheets, shall be produced on media that is acceptable to the register of deeds, and shall contain at least the following particulars:

(a) The name of the condominium and county in which the property is located on each sheet of the plat. The name of the condominium must be unique in the county in which the condominium is located. If there is more than one sheet, each sheet shall be consecutively numbered and show the relation of that sheet number to the total number of sheets.

(am) A blank space at least 3 inches by 3 inches in size in the upper right corner on the first sheet for recording use by the register of deeds.

(b) A survey of the property described in the declaration complying with minimum standards for property surveys adopted by the examining board of architects, landscape architects, professional engineers, designers and professional land surveyors and showing the location of any unit or building located or to be located on the property.

(c) Plans that show the location of each building located or to be located on the property and, if there are units in a building, that show the perimeters, approximate dimensions, approximate square footage, and location of each unit in the building. Common elements shall be shown graphically to the extent feasible.

(d) All survey maps and floor plans submitted for filing shall be legibly prepared with a binding margin of 1.5 inches on the left side and a one–inch margin on all other sides on durable white media that is 14 inches long by 22 inches wide with a permanent nonfading black image. The maps and plans shall be drawn to a convenient scale.

(3) DESIGNATION OF UNITS. Every unit shall be designated on the condominium plat by the unit number. Unit numbers may not contain more than 8 numerals and must be unique throughout the condominium.

(4) PROFESSIONAL LAND SURVEYOR'S CERTIFICATE. A condominium plat is sufficient for the purposes of this chapter if there is attached to or included in it a certificate of a professional land surveyor that the plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from the plat.

(5) AMENDMENT. Except as provided in s. 703.265, amendment of a condominium plat by an addendum that is not included as part of an amendment to the declaration shall be accomplished in the same manner as an amendment to the declaration under s. 703.09 (2).

History: 1977 c. 407; 1985 a. 497; 1993 a. 465, 465, 491; 1997 a. 300, 333; 2003 a. 283; 2005 a. 9, 41; 2013 a. 358; 2015 a. 48; 2017 a. 102.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.115 Local review of condominium instruments. (1) A county may adopt an ordinance to require the review of condominium instruments before recording by persons employed by the county of recording or by a city, village or town that is located in whole or in part in the county of recording if the ordinance does all of the following:

(a) Requires the review to be completed within 10 working days after submission of the condominium instrument and provides that, if the review is not completed within this period, the condominium instrument is approved for recording.

(b) Provides that a condominium instrument may be rejected only if it fails to comply with the applicable requirements of ss. 703.095, 703.11 (2) (a), (c) and (d) and (3), 703.275 (5) and 703.28 (1m) or if the professional land surveyor's certificate under s. 703.11 (4) is not attached to or included in the condominium plat.

(c) If the person performing the review approves the condominium instrument, requires the person to certify approval in writing, accompanied by his or her signature and title.

(2) An ordinance adopted under this section may authorize the county to charge a fee that reflects the actual cost of performing the review.

History: 1997 a. 333; 2013 a. 358.

703.12 Description of units. A description in any deed or other instrument affecting title to any unit, including a conveyance, as defined in s. 706.01 (4), that makes reference to the letter or number or other appropriate designation of the unit on the condominium plat together with a reference to the condominium instruments and the name of the condominium as it appears in the declaration shall be a good and sufficient description for all purposes.

History: 1977 c. 407; 2017 a. 333.

The requirements of ch. 236 may not be used to legally describe condominium units. 75 Atty. Gen. 94.

703.13 Percentage interests. (1) UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS. Every unit owner owns an undivided percentage interest in the common elements equal to that set forth in the declaration. Except as specifically provided in this chapter, all common elements shall remain undivided. Except as provided in this chapter, no unit owner, nor any other person, may bring a suit for partition of the common elements and any covenant or provision in any declaration, bylaws or other instrument to the contrary is void.

(2) RIGHTS TO COMMON SURPLUSES. Common surpluses shall be disbursed as provided under s. 703.16 (1).

(3) LIABILITY FOR COMMON EXPENSES. Except for the specially assessed common expenses, the amount of all common expenses shall be assessed as provided under s. 703.16 (2).

(4) CHANGE IN PERCENTAGE INTEREST. The percentage interests shall have a permanent character and, except as specifically provided by this chapter, may not be changed without the written consent of all of the unit owners and their mortgagees. Any change shall be evidenced by an amendment to the declaration and recorded among the appropriate land records. The percentage interests may not be separated from the unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a unit also shall affect, in like manner, the percentage interests appurtenant to the unit.

(5) ALTERATIONS WITHIN UNITS. (a) A unit owner may make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements. A unit owner may not change the exterior appearance of a unit or of any other portion of the condominium without permission of the board of directors of the association.

(b) Except to the extent prohibited by the condominium instruments, and subject to any restrictions and limitation specified therein, a unit owner acquiring an adjoining or adjoining part of an adjoining unit, may remove all or any part of any intervening partition or create doorways or other apertures therein, even if the partition may in whole or in part be a common element, if those acts do not impair the structural integrity or lessen the support of any portion of the condominium. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(5m) IMPROVEMENTS TO LIMITED COMMON ELEMENTS. (a) If permitted by the condominium instruments and subject to par. (b) and to any restrictions or limitations specified in the condominium instruments, a unit owner may improve, including the enclosure of, the limited common elements appurtenant exclusively to that owner's unit if all of the following conditions are met:

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the condominium, and identifying the project contractor is submitted to the board of directors of the association.

2. The improvement will not interfere with the use and enjoyment of the units of other unit owners or the common elements or limited common elements of the condominium.

3. The improvement will not impair the structural integrity of the condominium.

4. Any change to the exterior appearance of the condominium is approved by the board of directors of the association.

(b) All costs and expenses of an improvement under this subsection and any increased costs of maintenance and repair of the limited common elements resulting from the improvement are the obligation of the unit owner. The unit owner shall protect the association and other unit owners from liens on property of the association or of other unit owners that otherwise might result from the improvement.

(6) RELOCATION OF BOUNDARIES. (a) If any condominium instruments expressly permit a relocation of boundaries between adjoining units, those boundaries may be relocated in accordance with this section and any restrictions and limitations which the condominium instruments may specify.

(b) If any unit owners of adjoining units whose mutual boundaries may be relocated desire to relocate those boundaries, the principal officer of the unit owners association, upon written application from those unit owners and after 30 days' written notice to all other unit owners, shall prepare and execute appropriate instruments.

(c) An amendment to a declaration shall identify the units involved and shall state that the boundaries between those units are being relocated by agreement of the unit owners thereof. The amendment shall contain words of conveyance between those unit owners, and when recorded shall also be indexed in the name of the grantor and grantee. If the adjoining unit owners have specified in their written application the reallocation between their units of the aggregate undivided interest in the common elements appertaining to those units, the amendment to the declaration shall reflect that reallocation. An amendment to a declaration under this paragraph shall be adopted, at the option of the adjoining unit owners, either under s. 703.09 (2) or by the written consent of the owners of the adjoining units involved and the mortgagees of the adjoining units.

(d) If the adjoining unit owners have specified in their written application a reasonable reallocation, as determined by the board of directors, of the number of votes in the association or liabilities for future common expenses not specially assessed, appertaining to their units, an amendment to the condominium instruments shall reflect those reallocations. An amendment to a declaration under this paragraph shall be adopted in the manner specified in par. (c).

(e) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with this subsection by a professional land surveyor.

(f) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the adjoining unit owners upon payment by them of all reasonable charges for the preparation thereof. Those instruments are effective when the adjoining unit owners have executed them and they are recorded in the name of the grantor and grantee. The recordation thereof is conclusive evidence that the relocation of boundaries did not violate the condominium instruments.

(7) SEPARATION OF UNITS. (a) If any condominium instruments expressly permit the separation of a unit into 2 or more units, a separation shall be made in accordance with this section and any restrictions and limitations which the condominium instruments may specify.

(b) The principal officer of the association, upon written application of a person proposing the separation of a unit (separator) and after 30 days' written notice to all other unit owners shall promptly prepare and execute appropriate instruments under this subsection. An amendment to the condominium instruments shall assign a new identifying number to each new unit created by the separation of a unit, shall allocate to those units, on a reasonable basis acceptable to the separator and the executive board all of the undivided interest in the common element and rights to use the limited common elements and the votes in the association formerly appertaining to the separated unit. The amendment shall reflect a proportionate allocation to the new units of the liability for common expenses and rights to common surpluses formerly appertaining to the subdivided unit.

(c) Plats and plans showing the boundaries and dimensions separating the new units together with their other boundaries and their new identifying numbers or letters shall be prepared. The plats and plans shall be certified as to their accuracy and compliance with this subsection by a professional land surveyor.

(d) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the separator upon payment by him or her of all reasonable cost for their preparation. Those instruments are effective when the separator has executed them and they are recorded. The recording of the instruments is conclusive evidence that the separation did not violate any restrictions or limitation specified by the condominium instruments and that any reallocations made under this subsection were reasonable.

(8) MERGER OF UNITS. (a) If any condominium instruments expressly permit the merger of 2 or more adjoining units into one unit, a merger shall be made in accordance with this subsection and any restrictions and limitations specified in the condominium instruments.

(b) If the unit owners of adjoining units that may be merged desire to merge the units, the unit owners, after 30 days' written notice to all other unit owners, shall prepare and execute appropriate instruments under this subsection. An amendment to the condominium instruments shall assign a new identifying number to the new unit created by the merger of the units and shall allocate to the new 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. The amendment shall reflect an allocation to the new unit of the liability for common expenses and rights to common surpluses formerly appertaining to the separate units. An amendment to a declaration under this paragraph shall be adopted either under s. 703.09 (2) or by the written consent of the owners of the units to be merged, the mortgagees of those units, if any, and the board of directors of the association.

(c) Plats and plans showing the boundaries and dimensions of the new unit together with the new identifying number or letter shall be prepared. The plats and plans shall be certified as to their accuracy and compliance with this subsection by a professional land surveyor.

(d) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the owner or owners of the merged unit upon payment by the owner or owners of all reasonable costs for their preparation. Those instruments are effective when executed by the owner or owners of the merged unit and recorded in the office of the register of deeds of the county where the property is located. The recording of the instruments is conclusive evidence that the merger did not violate any restriction or limitation specified by the condominium instruments and that any reallocations made under this subsection were reasonable.

History: 1977 c. 407; 1985 a. 332; 1987 a. 403; 2003 a. 283; 2015 a. 358; 2017 a. 335.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

An amendment of a condominium declaration that changed a common area to a limited common area but did not change the owners' percentage interests in the common areas did not require unanimous approval of all owners and was valid. Any reduction in value due to the change from common area was recoverable under s. 703.09 (3) (a) by the owners whose condominium value decreased due to the change. Newport Condominium Association v. Concord–Wisconsin, 205 Wis. 2d 577, 556 N.W.2d 775 (Ct. App. 1996), 95–0869.

703.14 Use of common elements. (1) The common elements may be used only for the purposes for which they were intended and, except as provided in the condominium instruments or bylaws, the common elements are subject to mutual rights of support, access, use and enjoyment by all unit owners. However, any portion of the common elements designated as limited common elements may be used only by the unit owner of the unit to which their use is limited in the condominium instruments and bylaws.

(2) The declaration or bylaws may allow any unit owner of a unit to which the use of any limited common element is restricted to grant by deed, subject to the rights of any existing mortgagee, the use of the limited common element to any other unit owner. Thereafter, the grantor has no further right to use the limited common element.

History: 1977 c. 407.

703.15 Association of unit owners. (1) LEGAL ENTITY. The affairs of every condominium shall be governed by an association that, even if unincorporated, is constituted a legal entity for all purposes. Except for matters reserved to the association members or unit owners by this chapter, the declaration, or the bylaws, all policy and operational decisions of the association, including interpretation of the condominium instruments, bylaws, rules, and other documents relating to the condominium or the association, shall be made by its board of directors. This subsection does not affect the deference accorded to, or the standard of review of, an action of the board of directors by a court.

(2) ORGANIZATION OF ASSOCIATION. (a) *Establishment.* Every declarant shall establish an association to govern the condominium not later than the date of the first conveyance of a unit to a purchaser. The association shall be organized as a profit or nonprofit corporation or as an unincorporated association. After it is organized, the membership of the association shall at all times consist exclusively of all of the unit owners.

(b) *Power and responsibility prior to establishment.* Until an association is established, a declarant has the power and responsibility to act in all instances where this chapter, any other provision of the law, or the declaration require action by the association or its officers.

(c) *Declarant control.* 1. Except as provided in par. (d), a declarant may authorize the declarant or persons designated by him or her to appoint and remove the officers of the association or to exercise the powers and responsibilities otherwise assigned by the declaration or this chapter to the association or its officers. A declaration may not authorize any declarant control of the association for a period exceeding the earlier of any of the following:

a. Ten years in the case of an expandable condominium.

b. Three years in the case of any other condominium.

c. Thirty days after the conveyance of 75 percent of the common element interest to purchasers.

2. The period of declarant control begins on the date that the first condominium unit is conveyed by a declarant to any person other than the declarant. If there is any other unit owner other than a declarant, a declaration may not be amended to increase the scope or the period of the declarant control.

(d) *Meeting to elect directors.* Prior to the conveyance of 25 percent of the common element interest to purchasers, an association shall hold a meeting and the unit owners other than the declarant shall elect at least 25 percent of the directors of the executive board. Prior to the conveyance of 50 percent of the common element interest to purchasers, an association shall hold a meeting and the unit owners other than the declarant shall elect at least 33 1/3 percent of the directors of the executive board.

(e) *Calculation of percentage.* The calculation of the percentage of common element interest conveyed to purchasers under pars. (c) and (d) shall be based on the percentage of undivided interest appertaining to each unit which has been conveyed assuming that all the units to be completed are included in the condominium.

(f) *Elections after expiration of declarant control.* Not later than 45 days after the expiration of any period of declarant control, an association shall hold a meeting and the unit owners shall elect an executive board of at least 3 directors and officers of the association. The directors and officers shall take office upon election.

(3) POWERS OF THE ASSOCIATION. (a) *Powers.* An association has the power to:

1. Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from unit owners;

2. Employ and dismiss employees and agents;

3. Sue on behalf of all unit owners; and

4. Exercise any other power conferred by the condominium instruments or bylaws.

(b) *Conditional powers.* Subject to any restrictions and limitations specified by the declaration, an association may:

1. Make contracts and incur liabilities, including borrowing funds in the name of the association in the manner specified in the bylaws under s. 703.10 (2) (f).

2. Regulate and impose charges for the use of common elements.

3. Cause additional improvements to be made as a part of the common elements.

4. Acquire, hold, encumber and convey any right, title or interest in or to real property.

5. Grant easements through or over the common elements.

6. Receive any income derived from payments, fees or charges for the use, rental or operation of the common elements.

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

8. Purchase goods and services jointly with other condominium associations or other persons.

(4) ROSTER OF UNIT OWNERS; MEETINGS OF ASSOCIATION. (a) An association shall maintain a current roster of names and addresses of every unit owner to which notice of meetings of the association shall be sent.

(b) Every unit owner shall furnish the association with his or her name and current mailing address. No unit owner may vote at meetings of the association until this information is furnished.

(c) No regular or special meeting of the association may be held except on at least 10 days' written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners.

(d) 1. At meetings of the association every unit owner is entitled to cast the number of votes appurtenant to his or her unit, as established in the declaration under s. 703.09 (1) (f). Unit owners may vote by proxy, but, the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee. If only one of multiple owners of a unit is present at a meeting of the association, the owner is entitled to cast the votes allocated to that unit.

2. If more than one of the multiple owners is present, the votes allocated to that unit may be cast proportionally among the owners unless the condominium instruments expressly provide otherwise, but unanimous agreement is conclusively presumed if any one of them purports to cast the votes allocated to that unit without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners files a statement with the secretary of the association stating that thereafter the vote must be cast proportionally.

(e) Unless otherwise provided in this chapter, and subject to provisions in the bylaws requiring a different majority, decisions of an association shall be made on a majority of votes of the unit owners present and voting.

(5) UNIT OWNER'S INTEREST IN ASSOCIATION'S PROPERTY. No unit owner may have any right, title or interest in any property owned by the association other than as holder of a percentage interest in common elements appurtenant to its unit.

History: 1977 c. 407; 1979 c. 110 s. 60 (12); 1995 a. 225; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

Although the statutory definition of a "unit" under s. 703.02 (15) controls, it may be altered by other statutory provisions that look specifically to the declaration to define the substantive rights and obligations of unit owners. Sub. (4) (d) 1. explicitly allows the declaration to determine the number of votes appurtenant to each platted unit. Northernaire Resort & Spa, LLC v. Northernaire Condominium Association, Inc. 2013 WI App 116, 351 Wis. 2d 156, 839 N.W.2d 116, 12–1707.

Advising Developers in Operating Community Associations. Pardon. Wis. Law. March 2004.

703.155 Master associations. (1) DEFINITION. In this section, "master association" means a profit or nonprofit corporation or unincorporated association which exercises the powers under s. 703.15 (3) on behalf of one or more condominiums or for the benefit of the unit owners of one or more condominiums.

(2) DELEGATION. If a declaration provides that any of the powers described in s. 703.15 (3) are to be exercised by or may be delegated to a master association, all provisions of this chapter applicable to an association apply to the master association, except as modified by this section or the declaration.

(3) POWERS LIMITED. Unless a master association is the only association for a condominium under s. 703.15 (1), it may exercise the powers set forth in s. 703.15 (3) only to the extent expressly permitted in the declarations that are associated with the master association or expressly described in the delegations of power from those condominiums to the master association.

(4) LIABILITY LIMITED. If a declaration provides that the executive board may delegate certain powers to a master association, the members of the executive board have no liability for the acts or omissions of the master association with respect to the exercise of those powers following delegation.

(5) UNIT OWNERS; RIGHTS AND RESPONSIBILITIES. The rights and responsibilities of unit owners with respect to the association set forth in s. 703.15 apply, in the conduct of the affairs of a master association, only to those persons under sub. (6) who elect the executive board of a master association, whether or not those persons are unit owners.

(6) MASTER ASSOCIATION; ELECTION OF EXECUTIVE BOARD. Notwithstanding s. 703.15 (2) (d) and whether or not a master association is also an association described in s. 703.15 (1), the instrument creating the master association and the declaration of each condominium the powers of which are assigned by the declaration or delegated to the master association shall provide that the executive board of the master association shall be elected after the period of declarant control in any of the following ways:

(a) All unit owners of all condominiums subject to the master association may elect all members of the executive board.

(b) All members of the executive boards of all condominiums subject to the master association may elect all members of the executive board.

(c) All unit owners of each condominium subject to the master association may elect specified members of the executive board.

(d) All members of the executive board of each condominium subject to the master association may elect specified members of the executive board.

(7) REPRESENTATION OF CONDOMINIUM OR NONCONDOMINIUM PROPERTY. A master association may represent condominium or noncondominium property on behalf of one or more condominiums and property under a different form of ownership or for the benefit of the unit owners of one or more condominiums and the owners of other property.

History: 1985 a. 188; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.16 Common expenses and common surpluses. (1) DISPOSITION OF COMMON SURPLUSES. All common surpluses of the association shall be credited to the unit owners' assessments for common expenses in proportion to their percentage interests in the common elements or as otherwise provided in the declaration or shall be used for any other purpose as the association decides.

(2) FUNDS FOR PAYMENT OF COMMON EXPENSES OBTAINED BY ASSESSMENTS. (a) Funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessments against the unit owners in proportion to their percentage interests in the common elements or as otherwise provided in the declaration.

(b) During the period of declarant control of the association under s. 703.15 (2) (c), if any unit owned by the declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget under s. 703.161 (2) (a). The declarant is liable for the balance of the actual common expenses.

History: 1977 c. 407; 1991 a. 39; 1993 a. 453; 1995 a. 224, 225; 1997 a. 27, 250; 1999 a. 185; 2003 a. 283; 2015 a. 195 s. 83.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

The definition of "unit" under s. 703.01 (15) encompasses a property on which there is no constructed unit. Aluminum Industries v. Camelot Trails, 194 Wis. 2d 525, 535 N.W.2d 71 (Ct. App. 1995).

703.161 Annual budget. (1) APPLICATION. This section applies to any condominium that includes at least one unit that is restricted to residential use.

(2) REQUIREMENT. An association annually shall adopt and distribute to all unit owners an annual budget setting forth all of the following:

(a) All anticipated common expenses and any amounts to be allocated to a statutory reserve account under s. 703.163 and to any other funds for future expenditures.

(b) The amount and purpose of any other anticipated association expenditure.

(c) The amount in any statutory reserve account under s. 703.163 or any other funds held for future expenditures.

(d) Any common surpluses.

(e) The amount and source of any income, other than unit owner assessments.

(f) The aggregate amount of any assessment to be levied against unit owners and the purpose of the assessment.

History: 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.163 Statutory reserve account. (1) DEFINITIONS. In this section:

(a) "Reserve funds" means funds derived from assessments against unit owners that are deposited in a statutory reserve account. The term does not include funds for ordinary operations, including amounts held for operational contingencies.

(b) "Statutory reserve account" means a separate account established under this section to hold reserve funds.

(c) "Statutory reserve account statement" means a statement indicating whether a statutory reserve account has been established for a condominium and, if there is no statutory reserve account, how it is anticipated that future expenditures for the repair and replacement of common elements will be funded.

(2) APPLICATION; OTHER RESERVE ACCOUNTS NOT AFFECTED. (a) 1. Except as provided in subds. 2. and 3., this section applies to condominiums consisting exclusively of units that are restricted to residential uses.

2. This section does not apply to a small condominium unless the declarant or the association, with the written consent of a majority of the unit votes, elects to be governed by this section.

3. This section applies to a condominium consisting of both residential and nonresidential units if the declarant or the association, with the written consent of a majority of the unit votes of the residential units and a majority of the unit votes of the nonresidential units, elects to be governed by this section.

(b) This section does not affect a reserve account or a similar account existing on November 1, 2004, or a reserve account or similar account established on or after November 1, 2004, that is not a statutory reserve account.

(3) NEW CONDOMINIUMS; ESTABLISHMENT OF STATUTORY RESERVE ACCOUNT BY DECLARANT. (a) Except as provided in par. (c), the declarant of a condominium that is created on or after November 1, 2004, shall establish a statutory reserve account when the condominium is created and shall execute a statutory reserve account statement. The declarant shall determine the annual amount to be assessed unit owners for reserve funds after considering the factors under sub. (7) (a) to (e) and, if the condominium is a conversion condominium with more than 4 units, the report prepared under s. 703.33 (2) (cm) 1.

(b) Reserve fund assessments for the reserve account established under par. (a) may first be assessed on a particular unit when a certificate of occupancy has been issued that applies to that unit. The declarant may elect to defer payment of the accrued assessments for a particular unit until the first conveyance of that unit. The declarant may not defer payment of accrued reserve fund assessments for more than 5 years from the date the exterior construction of the building in which the unit is located is completed. The declarant is liable for all reserve fund assessments on a unit that accrue before the unit is conveyed. If there are accrued reserve fund assessments against a unit, the declarant shall disclose in writing to the first purchaser of the unit whether the declarant has included any accrued reserve fund assessments in the purchase price of the unit or, if not included, how any accrued assessment will be paid.

(c) The declarant may elect not to establish a statutory reserve account under par. (a) at the time the condominium is created or, at any time thereafter, may elect to terminate a statutory reserve account during the period of declarant control under s. 703.15 (2) (c). An election under this paragraph shall be made by executing a statutory reserve account statement.

(4) NEW CONDOMINIUM; DETERMINATION BY ASSOCIATION TO ESTABLISH STATUTORY RESERVE ACCOUNT. If a declarant has elected under sub. (3) (c) not to establish a statutory reserve account or to terminate an account, establishment of a statutory reserve account shall be addressed at the first annual meeting of the association held after, or at a special meeting of the association held within one year after, the expiration of any period of declarant control under s. 703.15 (2) (c). A statutory reserve account is established under this subsection with the written consent of a majority of the unit votes. If a statutory reserve account is established under this subsection, the association shall execute a statutory reserve account statement.

(5) EXISTING CONDOMINIUMS; STATUTORY RESERVE ACCOUNT UNLESS ELECT OTHERWISE. The association for a condominium created before November 1, 2004, shall, within 18 months after November 1, 2004, or within 18 months after the expiration of any period of declarant control under s. 703.15 (2) (c), whichever is later, establish a statutory reserve account unless the association, with the written consent of a majority of the unit votes, elects not to establish a statutory reserve account. Upon the establishment of or the election not to establish a statutory reserve account, the association shall execute a statutory reserve account statement.

(6) ELECTION BY ASSOCIATION TO ESTABLISH OR TERMINATE STATUTORY RESERVE ACCOUNT. (a) If an association elects not to establish a statutory reserve account under sub. (4) or (5), or if an association elects to terminate a statutory reserve account under par. (b), the association may at any time thereafter elect to establish a statutory reserve account with the written consent of a majority of the unit votes.

(b) An association may, at any time with the written consent of a majority of the unit votes, terminate a statutory reserve account established under par. (a) or sub. (3) (a), (4), or (5) except that a statutory reserve account established by a declarant under sub. (3) (a) may not be terminated until after the expiration of any period of declarant control under s. 703.15 (2) (c).

(c) Upon the establishment or termination of a statutory reserve account, the association shall execute a statutory reserve account statement.

(7) RESERVE FUND. If there is a statutory reserve account for the condominium, the annual budget adopted under s. 703.161 shall provide for reserve funds. Reserve funds may be used as provided in sub. (8). The association shall determine the amount to be assessed unit owners for reserve funds after considering all of the following:

(a) The reserve funds currently in the statutory reserve account.

(b) The estimated cost of repairing or replacing common elements, other than routine maintenance.

(c) The estimated remaining useful life of common elements.

(d) The approximate proportion of the estimated cost of repairing or replacing common elements that will be covered by the statutory reserve account and the approximate proportion that will be funded by other means.

(e) Any other factor that the association considers relevant.

(8) USE OF STATUTORY RESERVE ACCOUNT. (a) Except as provided in par. (b), funds in a statutory reserve account may be used

for the repair and replacement of common elements, other than routine maintenance.

(b) Funds in a statutory reserve account may be used for normal repair or maintenance, customary services, or other operational costs in excess of amounts budgeted and any contingency funds available for these purposes, with the written consent of at least two–thirds of the unit votes. Funds from the statutory reserve account used under this paragraph must be replaced within 3 years from the date of withdrawal.

(9) PERMITTED INVESTMENT OF RESERVE FUNDS. Reserve funds may be invested in any of the investments listed under s. 66.0603 (1m) (a).

(10) LIABILITY IMMUNITY. No declarant, unit owner, association, or director, officer, manager, or employee of an association is liable in connection with the establishment or termination of, or decision not to establish or terminate, a statutory reserve account or for any deficiencies in the statutory reserve account that relate to the determination of amounts to be assessed for reserve funds. This subsection is in addition to any other liability protection available under law.

(11) RECORDING OF STATUTORY RESERVE ACCOUNT STATEMENT. Each statutory reserve account statement executed under this section shall bear the name of the condominium as it appears on the declaration, shall be prepared in the standard format for recorded documents under s. 59.43 (2m), and shall be recorded with the register of deeds of the county where the condominium instruments are recorded.

History: 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.165 Lien for unpaid common expenses, unpaid damages, and unpaid penalties. (1) DEFINITION. In this section, "assessments" means regular and special assessments for common expenses and charges, fines, or assessments against specific units or unit owners for damages to the condominium or for penalties for violations of the declaration, bylaws, or association rules.

(2) LIABILITY FOR ASSESSMENTS. A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit, including any assessments coming due during the pendency of any claim by the unit owner against the association or during any period in which the unit is not occupied by the unit owner or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

(3) ASSESSMENTS CONSTITUTE LIEN. All assessments, until paid, together with interest on them and actual costs of collection, constitute a lien on the units on which they are assessed, if a statement of lien is filed within 2 years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the 2–year period it is filed. A statement of condominium lien is filed in the land records of the clerk of circuit court of the county where the unit is located, stating the description of the unit, the name of the record owner, the amount due and the period for which the assessment was due. The clerk of circuit court shall index the statement of condominium lien under the name of the record owner in the judgment and lien docket. The statement of condominium lien shall be signed and verified by an officer or agent of the association as specified in the bylaws and then may be filed. On full payment of the assessment for which the lien is claimed, the unit owner shall be entitled to a satisfaction of the lien that may be filed with the clerk of circuit court.

(4) STATEMENT. Any grantee of a unit is entitled to a statement from the association or the executive board, setting forth the amount of unpaid assessments against the grantor. The grantee is not liable for, nor shall the unit conveyed be subject to a lien that is not filed under sub. (3) for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If an association or a board of directors does not provide such a statement within 10 business days after the grantee's request, they are barred from claiming under any lien that is not filed under sub. (3) prior to the request for the statement against the grantee.

(5) PRIORITY OF LIEN. A lien under this section is prior to all other liens except the following:

(a) Liens of general and special taxes.

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

(c) Construction liens filed prior to the making of the assessment.

(d) All sums unpaid on any mortgage loan made under s. 45.80, 1989 stats.

(e) A lien under s. 292.31 (8) (i) or 292.81.

(6) INTEREST ON UNPAID ASSESSMENT. Any assessment, or installment thereof, not paid when due shall bear interest, at the option of the association, from the date when due until paid at a rate not exceeding the highest rate permitted by law as stated in the bylaws.

(7) ENFORCEMENT OF LIEN. A lien may be enforced and foreclosed by an association or any other person specified in the bylaws, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in this state. An association may recover costs and actual attorney fees. An association may, unless prohibited by the declaration, bid on the unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. Suit for any deficiency following foreclosure may be maintained in the same proceeding. No action may be brought to foreclose the lien unless brought within 3 years following the recording of the statement of condominium lien. No action may be brought to foreclose the lien except after 10 days' prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the association.

(8) FORM OF STATEMENT OF CONDOMINIUM LIEN. A statement of condominium lien is sufficient for the purposes of this chapter if it contains the following information and is substantially in the following form:

Statement of Condominium Lien

This is to certify that ..... owner(s) of unit No. ..... in ..... Condominium (is) (are) indebted to the association in the amount of $..... as of ....., ... (year) for (his) (her) (its) (their) (proportionate share of common expenses of the Condominium) (damages to the condominium) (penalties for violation of condominium declaration, bylaws, or rules) for the period from (date) to (date), plus interest thereon at the rate of ....%, costs of collection, and actual attorney fees.

Association
By: .....
Officer's title (or agent)
Address
Phone number

I hereby affirm under penalties of perjury that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information, and belief.

.....

Officer (or agent)

History: 2003 a. 283 ss. 31, 34; 2003 a. 326; 2017 a. 333; 2017 a. 365 s. 111.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

A condominium land contract recorded before the making of an assessment lien has priority as a first mortgage under former s. 703.16 (6) (b) [now sub. (5) (b)]. Towne Realty, Inc. v. Edwards, 156 Wis. 2d 344, 456 N.W.2d 651 (Ct. App. 1990).

In a foreclosure action under former s. 703.16 (8) [now sub. (7)] based on a failure to pay condominium fees, s. 846.10 (1) could not be applied sensibly to require a statement of installments to become due because monthly assessments were in varying amounts. The 12–month redemption period under s. 846.10 (2) is applicable to such foreclosures. Geneva National Community Association, Inc. v. Friedman, 225 Wis. 2d 572, 598 N.W.2d 600 (Ct. App. 1999), 98–1016.

Sub. (5) (b) does not mean that the first mortgage recorded is the only mortgage lien superior to a condominium lien when the terms of the first recorded mortgage clearly stated that it was subordinate to another mortgage and the condominium lien was recorded after both mortgages. Sub. (5) (b) states that "a" first mortgage recorded prior to a condominium assessment is the only mortgage lien superior to a condominium lien. The statute does not say "the" first mortgage recorded prior to a condominium assessment is the only mortgage lien that is superior to a condominium lien. U.S. Bank, N.A., v. Landa, 2011 WI App 135, 337 Wis. 2d 179, 804 N.W.2d 835, 10–0303.

The language in sub. (2) pertaining to voluntary grants of property has no bearing on an involuntary grant, such as a sheriff's sale. In this case, the foreclosure judgment forever barred and foreclosed all right and interest of the condominium association in and to the property. A condominium association policy could not survive a foreclosure action to the extent it restricts a current owner's use of condominium facilities based on the failure of the prior owners to pay their debts. Such a policy ties the debts of the prior owners to the units, in violation of well–established foreclosure law. Walworth State Bank v. Abbey Springs Condominium Association, Inc. 2016 WI 30, 368 Wis. 2d 72, 878 N.W.2d 170, 14–0940.

703.17 Insurance. (1) An association shall obtain insurance for the property against loss or damage by fire and such other hazards for not less than full replacement value of the property insured and a liability policy covering all claims commonly insured against. Insurance coverage shall be written on the property in the name of the association as trustee for each of the unit owners in the percentages established in the declaration. Premiums shall be common expenses. Provisions for such insurance shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit.

(2) Insurance proceeds shall first be disbursed by the trustees for the repair or restoration of the damaged common elements, and the unit owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the association has determined not to rebuild, or the court has ordered partition of the condominium property, or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

History: 1977 c. 407; 1985 a. 332.

703.18 Repair or reconstruction. (1) A declaration shall provide for the repair or reconstruction of the common elements in the event of damage to all or part of the common elements of the condominium.

(2) (a) Unless otherwise provided in the declaration, in the event of damage to or destruction of common elements of a condominium, the association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

(b) However, if a condominium is damaged to an extent more than the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having 75 percent or more of the votes. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interests in the common elements, and shall be distributed in accordance with the priority of interests in each unit.

History: 1977 c. 407.

703.19 Eminent domain. (1) DEFINITION. In this section, "taking under the power of eminent domain" includes any sale in settlement of any pending or threatened condemnation proceeding.

(2) ALLOCATION OF AWARD; PROVISIONS IN DECLARATION OR BYLAWS. A declaration or bylaws may provide for an allocation of any award for a taking under the power of eminent domain of all or part of the condominium. A declaration or bylaws also may provide for:

(a) Reapportionment or other change of the percentage interests appurtenant to each unit remaining after any taking; and

(b) Rebuilding, relocation or restoration of any improvements so taken in whole or in part.

(3) ALLOCATION OF AWARD; IN ABSENCE OF PROVISIONS IN DECLARATION OR BYLAWS. Unless otherwise provided for in a declaration or bylaws, any damages for a taking of all or part of a condominium shall be awarded as follows:

(a) Every unit owner is entitled to the entire award for the taking of all or part of their respective unit and for consequential damages to their unit.

(b) Any award for the taking of limited common elements shall be allocated to the unit owners of the units to which the use of those limited common elements is restricted in proportion to their respective percentage interests in the common elements.

(c) In the event no reconstruction is undertaken, any award for the taking of common elements shall be allocated to all unit owners in proportion to their respective percentage interests in the common elements.

(4) RECONSTRUCTION FOLLOWING TAKING. Following the taking of all or a part of the common elements, an association shall promptly undertake to restore the improvements of the common elements to an architectural whole compatible with the existing structure. Any costs of such restoration in excess of the condemnation award shall be a common expense. However, if the taking under the power of eminent domain is to the extent where the remaining condominium portion has been diminished to the extent that reconstruction or restoration is not practical, a condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having 75 percent or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements and shall be distributed in accordance with the priority of interests in each unit.

(5) ADJUSTMENT OF PERCENTAGE INTERESTS FOLLOWING TAKING; EFFECT OF TAKING ON VOTES APPURTENANT TO UNIT. Following the taking of all or a part of any unit, the percentage interests appurtenant to the unit shall be adjusted in proportion as provided in the condominium instruments or bylaws. The association promptly shall prepare and record an amendment to the declaration reflecting the new percentage interests appurtenant to the unit. Subject to sub. (7), following the taking of part of a unit, the votes appurtenant to that unit shall be appurtenant to the remainder of that unit, and following the taking of all of a unit, the right to vote appurtenant to the unit shall terminate.

(6) PRIORITY IN DISTRIBUTION OF DAMAGES FOR EACH UNIT. All damages for each unit shall be distributed in accordance with the priority of interests at law or in equity in each respective unit.

(7) TAKING NOT TO INCLUDE PERCENTAGE INTERESTS OR VOTES. A taking of all or part of a unit may not include any of the percentage interests or votes appurtenant to the unit.

(8) PRESERVATION OF THE RIGHT OF APPEAL. The owner of each unit taken may appeal the necessity of the taking and the condemnation award made for the taking. A unit owner may appeal the necessity of the taking, and the condemnation award made for the taking, of the owner's interest in the common elements. The unit owners having an interest in the ownership of limited common elements may individually or as a group appeal the necessity of the taking or the condemnation award made for the taking of the limited common elements.

History: 1977 c. 407; 2003 a. 283, 326.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.195 Acquisition of common elements by condemnors. (1) DEFINITIONS. In this section:

(a) "Acquire" means to obtain title to real property by purchase or condemnation.

(b) "Common elements" means all of a condominium except its units and any limited common elements.

(c) "Condemnor" means a person who has the authority to condemn property under ch. 32.

(2) APPLICABILITY. This section applies to the acquisition by a condemnor of a portion of the common elements of a condominium that is created 6 months or more after November 1, 2004. This section is in addition to any applicable provision in ch. 32.

(3) NOTICE TO UNIT OWNERS AND ASSOCIATION. A condemnor who seeks to acquire a portion of the common elements of a condominium and who wishes to negotiate with the association instead of with each unit owner shall notify the association and each unit owner of the proposed acquisition, in writing, at least 30 days before delivery of the appraisal required under s. 32.05 (2) (b) or 32.06 (2) (b). The notice to the unit owners shall be sent by certified mail, requesting a return receipt signed by the addressee only. Notice is deemed complete on the date the addressee acknowledges receipt. The notice required under this subsection is in addition to any notice required under s. 32.05 or 32.06 and shall be provided simultaneously with the pamphlets that are prepared under s. 32.26 (6) and provided under ss. 32.05 (2a) and 32.06 (2a). The condemnor is responsible for the expense of sending the notice under this subsection.

(4) CONTENT OF NOTICE TO UNIT OWNERS. The notice to the unit owners required under sub. (3) shall, at a minimum, contain all of the following:

(a) The name and address of the condemnor.

(b) The legal description of the property to be acquired.

(c) The public purpose for which the property is being acquired and a statement that the condemnor in good faith intends to use the property for that purpose.

(d) The following statement in substantially identical language, in at least 12–point bold type, if printed, or in capital letters, if typewritten:

THIS NOTICE IS REQUIRED BY SECTION 703.195 OF THE WISCONSIN STATUTES. SECTION 703.195 OF THE WISCONSIN STATUTES PROVIDES THAT THE CONDOMINIUM ASSOCIATION OF WHICH YOU ARE A MEMBER MUST ACT AS YOUR AGENT TO CONVEY YOUR INTEREST IN THE AFFECTED PORTION OF THE CONDOMINIUM'S COMMON ELEMENTS IF YOU WISH. HOWEVER, YOU HAVE THE RIGHT TO NEGOTIATE WITH THE .... (NAME OF ACQUIRING AGENCY) ON YOUR OWN AND MAY REFUSE TO BE REPRESENTED BY THE ASSOCIATION.

IN ORDER FOR YOU TO PROCEED TO NEGOTIATE WITH THE .... (NAME OF ACQUIRING AGENCY) ON YOUR OWN, YOU MUST WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE SIGN THIS DOCUMENT AT THE INDICATED LOCATION AND DEPOSIT IT IN THE UNITED STATES MAIL. .... (NAME OF ACQUIRING AGENCY) HAS ENCLOSED FOR YOUR CONVENIENCE A POSTAGE PREPAID, ADDRESSED ENVELOPE FOR THIS PURPOSE. FAILURE TO SIGN AND RETURN THIS NOTICE MEANS THAT YOU CONSENT TO THE ASSOCIATION ACTING AS YOUR AGENT TO NEGOTIATE AND CONVEY YOUR INTEREST IN THE AFFECTED PORTION OF THE CONDOMINIUM'S COMMON ELEMENTS.

IF THE ASSOCIATION ACTS AS YOUR AGENT, YOU WILL BE LEGALLY BOUND BY ANY DECISION OF THE ASSOCIATION'S BOARD OF DIRECTORS RELATING TO THE CONVEYANCE OF YOUR INTEREST IN THE AFFECTED PORTION OF THE CONDOMINIUM'S COMMON ELEMENTS. REGARDLESS OF WHETHER YOU CHOOSE TO NEGOTIATE ON YOUR OWN OR TO ALLOW THE ASSOCIATION OR ANY OTHER PERSON OR ENTITY TO NEGOTIATE ON YOUR BEHALF, YOU WILL RETAIN ALL RIGHTS TO CHALLENGE THE RIGHT OF CONDEMNATION, THE NECESSITY OF CONDEMNATION, OR ANY AMOUNT OF COMPENSATION AVAILABLE TO YOU UNDER CHAPTER 32 OF THE WISCONSIN STATUTES.

(e) A prominent place for the unit owner to sign his or her name to indicate the unit owner's objection to the association acting as the agent for the unit owner in the conveyance of the common elements at issue.

(5) METHOD OF OBJECTING BY UNIT OWNER. A unit owner who objects to the association acting as the agent for the owner shall indicate the objection as provided on the form under sub. (4) (e) and send the form, within 30 days after the notice under sub. (3) is received, to the condemnor by U.S. mail to the address indicated on the notice. The objection is made when the completed form is mailed to the condemnor. Before initiating negotiations with the unit owner under s. 32.05 (2a) or 32.06 (2a), the condemnor shall provide the association and those unit owners who have objected a written list of all of the unit owners who have objected.

(6) NO OBJECTION BY UNIT OWNER; ASSOCIATION AS AGENT. If a unit owner does not timely object under sub. (5), the unit owner is deemed to have consented to the association acting as the unit owner's agent in the conveyance of the common elements at issue and the association shall act as the agent for the unit owner in the conveyance to the condemnor of the unit owner's interest in the common elements at issue. Failure of the unit owner to object within the required time does not affect any other rights of the unit owner under ch. 32.

(7) METHOD OF CONVEYANCE. The association shall execute any conveyance under this section as the agent for each of the unit owners who did not timely object under sub. (5). Those unit owners shall be identified, by name, on the conveyance.

(8) OBJECTION BY UNIT OWNER; UNIT OWNER RETAINS RIGHTS. A unit owner who timely objects under sub. (5) retains all of his or her rights under ch. 32 with regard to the acquisition of the common elements at issue and to unit ownership.

History: 2003 a. 283; 2015 a. 55.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.20 Books of receipts and expenditures. (1) RECORD KEEPING; AVAILABILITY FOR EXAMINATION. An association shall keep detailed, accurate records using standard bookkeeping procedures of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours.

(2) DISCLOSURE INFORMATION. Within 10 days after a written request by a seller other than the declarant, an association shall furnish the information necessary for the seller to comply with s. 703.33. The association may charge to the seller, and the seller shall pay to the association, all of the following amounts:

(a) Except as provided in s. 703.205, the actual costs of furnishing the information under s. 703.33 (1), (1m), and (2) or $50, whichever is less.

(b) The actual costs of furnishing the information under s. 703.33 (3m) or $15, whichever is less.

(3) DECLARANT RESPONSIBILITIES FOR RECORDS. During the period of declarant control under s. 703.15 (2) (e), the declarant is responsible for creating and maintaining the financial and operational records of the association and shall turn the records over to the directors elected under s. 703.15 (2) (f). During the period of declarant control under s. 703.15 (2) (e) and for one year thereafter, upon written request to the association by the lesser of 3 unit

owners or the owners of 10 percent of the units, not including units owned by the declarant, the association shall arrange for an independent audit of its financial records at the association's expense. The cost of any audit requested within 36 months after the completion of a previous audit shall be paid for by the requesting unit owners.

History: 1977 c. 407; 1985 a. 188; 2003 a. 283; 2017 a. 303.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.205 Establishing fee amounts charged by association. (1) LIMITATIONS ON CHARGING CERTAIN FEES. An association may charge, or increase the amount of, the following fees only if the association follows the procedures under sub. (2):

(a) A fee for furnishing the disclosure information under s. 703.33 (1), (1m), and (2) that is greater than the amount allowed under s. 703.20 (2) (a).

(b) A fee for providing the first payoff statement within a 2–month period as allowed under s. 703.335 (4) (b).

(2) PROCEDURE FOR ESTABLISHING FEE AMOUNTS. An association may establish, or increase the amount of, a fee described under sub. (1) (a) or (b) by doing all of the following:

(a) Providing written notice to unit owners as provided under s. 703.15 (4) (c) at least 48 hours before any meeting at which the association will consider any of the following:

1. Establishing the fee or increasing the amount of the fee.

2. Entering into or modifying a management contract that does any of the following:

a. If the association does not currently charge the fee, allows the manager to begin charging the fee.

b. If the association does currently charge the fee, allows the manager to increase the amount of the fee.

(b) Adopting a written resolution, at a meeting described under par. (a), to take any of the actions described under par. (a) 1. or 2.

(c) No later than 48 hours after adopting a resolution described under par. (b), providing written notice to unit owners describing the type of fee established or increased and the amount of the fee established or the amount by which the fee was increased.

(3) FAILURE TO PROVIDE NOTICE. An association's failure to provide a notice required under sub. (2) (a) or (c) does not affect the right of the association, directly or under a management contract, to charge a fee established or increased under sub. (2).

History: 2017 a. 303.

703.21 Separate taxation. (1) Every unit and its percentage of undivided interest in the common elements shall be deemed to be a parcel and shall be subject to separate assessments and taxation by each assessing unit and special district for all types of taxes authorized by law including, but not limited to, special levies based on the value of property and special assessments. Neither the building, the property nor any of the common elements shall be deemed to be a parcel separate from the unit.

(2) The rights, duties and obligations of unit owners under this chapter shall inure to and be binding upon grantees under tax deeds and persons acquiring title by foreclosure of tax liens and their successors in interest.

History: 1977 c. 407; 1979 c. 110.

Each unit identified in the condominium declaration is a unit for purposes of separate taxation under this section, regardless of whether the unit has been constructed. For purposes of identifying the "unit" as defined in s. 703.02 (15), a unit may exist without a building. The Saddle Ridge Corp. v. Board of Review for Town of Pacific, 2010 WI 47, 325 Wis. 2d 29, 784 N.W.2d 527, 07–2886.

703.22 Construction and suppliers' liens. (1) Subsequent to recording a declaration under this chapter and while the property remains subject to this chapter, any and all liens will exist only against individual units and the percentage of undivided interest in the common elements appurtenant to such unit, in the same manner and under the same conditions in every respect as liens or encumbrances may arise or be created upon or against any other separate parcel of real property subject to individual ownership.

(2) Any construction lien or suppliers' lien under subch. I of ch. 779 arising as a result of repairs to or improvements of a unit by a unit owner shall be a lien only against the unit.

(3) Any construction lien or suppliers' lien under subch. I of ch. 779 arising as a result of repairs to or improvements of the common elements, if authorized in writing by the association, shall be paid by the association as a common expense and until paid shall be a lien against each unit in proportion to the unit's percentage interest in the common elements. On payment of the proportionate amount by any unit owner to the lienor or on the filing of a written undertaking in the manner specified by s. 779.08, the unit owner shall be entitled to a release of the unit owner's unit from the lien, and the association shall not be entitled to assess the unit owner's unit for payment of the remaining amount due for the repairs or improvements.

History: 1977 c. 407; 1979 c. 32 s. 92 (9); 2005 a. 204; 2017 a. 333.

Because the statute is silent as to the amount each unit should pay when a blanket lien is filed, application of the equitable principal that the lien should be applied proportionately against each unit was appropriate. Torke/Wirth/Pujara v. Lakeshore Towers, 192 Wis. 2d 481, 531 N.W.2d 419 (Ct. App. 1995).

703.23 Resident agent; exemption of unit owners from liability. (1) APPOINTMENT OF RESIDENT AGENT; CHANGE IN NAME OR ADDRESS. When any property is submitted to a condominium declaration, the declarant shall appoint a resident agent for the condominium who shall be a citizen and actual resident of the state or corporation duly registered or qualified to do business in the state. The declarant shall file the name and address of the resident agent with the department of financial institutions. The name or address of the resident agent may be changed by the association or other proper authority of the condominium in the same manner and to the same extent that names and addresses of registered agents may be changed by corporations. If the association is incorporated, the registered agent for the association shall be the registered agent for the condominium.

(2) INDEX OF NAMES AND ADDRESS OF RESIDENT AGENTS. The department of financial institutions shall keep an index of the names and addresses of resident agents and shall make the information available to the public on request.

(3) SUITS BROUGHT BY SERVICE ON RESIDENT AGENT. Suit may be brought by service on the resident agent in actions against an association, or which arise through any cause relating to the common elements.

(4) EXEMPTION OF UNIT OWNERS FROM LIABILITY FOR CERTAIN CLAIMS. Except in proportion to his or her percentage interest in the common elements, no unit owner personally is liable for damages as a result of injuries arising in connection with the common elements solely by virtue of his or her ownership of a percentage interest in the common elements, or for liabilities incurred by the association.

History: 1977 c. 407; 1995 a. 27.

703.24 Remedies for violations by unit owner or tenant of a unit owner. (1) DEFINITION. In this section, "violation" means failure to comply with this chapter or the declaration, bylaws, or association rules.

(2) LIABILITY FOR UNIT OWNER VIOLATION. A unit owner who commits a violation is liable for any charges, fines, or assessments imposed by the association pursuant to the bylaws or association rules as a result of the violation and may be subject to a temporary or permanent injunction.

(3) LIABILITY FOR VIOLATION BY TENANT. (a) If a tenant of a unit commits a violation that results in a charge, fine, or assessment imposed by the association pursuant to the bylaws or association rules, the tenant is liable for the charge, fine, or assessment.

(b) If the association complies with the notice requirement of sub. (4), the owner of the unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessments imposed by the association for which the tenant is liable under par.

(a) that are not paid by the tenant within 30 days after receiving the notice under sub. (4). This paragraph does not affect the liability of the tenant to the unit owner for any charges, fines, or assessments paid by the unit owner under this paragraph.

(4) NOTICE REQUIREMENT FOR VIOLATION BY TENANT. If an association imposes a charge, fine, or assessment as a result of a violation by a tenant of a unit in the condominium, the association shall give notice to the tenant by any method under s. 704.21 (1) (a) to (c) and to the owner of the unit occupied by the tenant by any method under s. 704.21 (2) (a) to (d). The notice shall include all of the following:

(a) The amount of charges, fines, or assessments for which the tenant is liable.

(b) Notice that if the tenant fails to pay the association the amount for which the tenant is liable within 30 days after the tenant receives the notice, the owner is liable to the association for the amount unpaid by the tenant although the tenant may be liable to the unit owner for any amounts the unit owner pays.

(5) OTHER LIABILITY NOT AFFECTED. This section does not otherwise affect the liability of a unit owner or tenant who commits a violation.

History: 1977 c. 407; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.25 Tort and contract liability. (1) An action for tort alleging a wrong done by any agent or employee of a declarant or of an association, or in connection with the condition of any portion of a condominium which a declarant or an association has the responsibility to maintain, shall be brought against the declarant or the association, as the case may be. No unit owner shall be precluded from bringing such an action by virtue of its ownership of an undivided interest in the common elements or by reason of its membership in the association or its status as an officer.

(2) An action arising from a contract made by or on behalf of an association shall be brought against the association, or against the declarant if the cause of action arose during the exercise by the declarant of control reserved under the declaration. No unit owner shall be precluded from bringing such an action by reason of its membership in the association or its status as an officer.

(3) A judgment for money against an association shall be a lien against any property owned by the association, and against each of the condominium units in proportion to the liability of each unit owner for common expenses as established under the declaration in an amount not exceeding the market value of the unit, but not against any other property of any unit owner.

History: 1977 c. 407.

Sections 703.25 (3) and 840.10 (1) permit the filing of a lis pendens in an action for a money judgment against a condominium association as a judgment will be a lien against each condominium unit although their owners are not defendants in the action. Interlaken Service Corporation v. Interlaken Condominium Association, 222 Wis. 2d 299, 588 N.W.2d 262 (Ct. App. 1998), 97–1107.

703.26 Expanding condominiums. (1) DECLARANT MAY RESERVE RIGHT TO EXPAND. A declarant may reserve the right to expand a condominium by subjecting additional property to the condominium declaration in such a manner that as each additional property is subjected to the condominium declaration, the percentage of undivided interests in the common elements of the preceding and new property shall be reallocated between the unit owners on the basis of the aggregate undivided interest in the common elements appertaining to the property.

(2) CONDITIONS TO WHICH RESERVATION SUBJECT. A reservation of the right to expand a condominium is subject to the conditions provided in this subsection.

(a) A declaration establishing a condominium shall describe each parcel of property which may be added to the condominium.

(b) A declaration establishing a condominium shall show the maximum number of units which may be added, and the percentage interests in the common elements, the liabilities for common expenses and the rights to common surpluses, and the number of votes appurtenant to each unit following the addition of property to the condominium, if added. The percentage interests in the common elements, the liabilities for common expenses and the rights to common surpluses, and the number of votes that each unit owner will have may be shown by reference to a formula or other appropriate method of determining them following each expansion of the condominium.

(c) A condominium plat for an original condominium shall include, in general terms, the outlines of the land, buildings, and common elements of new property that may be added to the condominium.

(d) In a declaration establishing a condominium, a right to expand the condominium may be reserved in the declaration for a period not exceeding 10 years from the date of recording of the declaration.

(3) RECORDATION OF AMENDMENTS TO DECLARATION AND PLAT. (a) If the conditions of sub. (2) are complied with, property may be added to a condominium if the declarant records an amendment to the declaration, showing the new percentage interests of the unit owners, and the votes which each unit owner may cast in the condominium as expanded, and records an addendum to the condominium plat that includes the detail and information concerning the new property as required in the original condominium plat.

(b) On recording of an amendment of a declaration and an addendum to a plat, each unit owner, by operation of law, has the percentage interests in the common elements, liabilities in the common expenses, rights to common surpluses, and shall have the number of votes, set forth in the amendment to the declaration. Following any expansion, the interest of any mortgagee shall attach, by operation of law, to the new percentage interests in the common elements appurtenant to the unit on which it is a lien.

History: 1977 c. 407; 1997 a. 333.

Substantial compliance with formal requirements as permitted by s. 703.30 (2) is limited to the condominium status of the property and title of the unit owners. It does not apply to a project's status as an expanding condominium under this section. Rock Lake Estates Unit Owners Association, Inc. v. Town of Lake Mills, 195 Wis. 2d 348, 536 N.W.2d 415 (Ct. App. 1995), 94–2488.

703.265 Addendum to plat to reflect changes in building codes or zoning ordinances. (1) 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 condominium plat, by addendum, to the extent necessary to comply with the code or ordinance in order to construct the unit or common elements.

(2) 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, unit owner, or association, as appropriate, may reasonably modify the condominium plat, by addendum, to the extent necessary to comply with the code or ordinance in order to reconstruct the unit or common elements.

(3) An addendum made under this section shall be recorded as provided under s. 703.095.

History: 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.27 Zoning and building regulations. (1) A zoning or other land use ordinance or regulations may not prohibit the condominium form of ownership or impose any requirements upon a condominium that it would not impose if the development were under a different form of ownership. No provision of a state or local building code may be applied differently to a building in a condominium than it would be applied if the building were under a different form of ownership unless the different application is expressly permitted in that provision and the different application is reasonably related to the nature of condominium ownership. No subdivision ordinance may apply to any condominium unless the ordinance is, by its express terms, applicable to condominiums

and the application is reasonably related to the nature of condominium ownership.

(2) No county, city, or other jurisdiction may enact any law, ordinance, or regulation that would impose a greater burden or restriction on a condominium or provide a lower level of services to a condominium than would be imposed or provided if the condominium were under a different form of ownership.

History: 1977 c. 407; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.275 Merger or consolidation of condominiums. **(1)** AGREEMENT; LEGAL EFFECT. Any 2 or more condominiums, including 2 or more small condominiums or any combination of small condominiums and other condominiums, by agreement of the unit owners as provided in this section, may be merged or consolidated into a single condominium. Unless the agreement otherwise provides, the condominium resulting from a merger or consolidation is, for all purposes, the legal successor of all of the preexisting condominiums and the operations and activities of all associations of the preexisting condominiums shall be merged or consolidated into a single association which shall hold all powers, rights, obligations, assets and liabilities of the preexisting associations. The resultant condominium must bear the name of one of the preexisting condominiums.

(2) REALLOCATION OF INTERESTS. (ac) In this subsection, "allocated interests" means the undivided percentage interest in the common elements, the liability for common expenses, and the number of votes at meetings of the association appurtenant to each unit.

(bc) The merger or consolidation agreement shall provide for the reallocation of the allocated interests among the units of the resultant condominium. The agreement may not change the ratio that exists before the merger or consolidation between the allocated interests of any unit and the allocated interests of any other unit in the same preexisting condominium. The agreement shall state one of the following:

1. The reallocations or the formulas upon which they are based.

2. The percentage of the total of allocated interests of the new condominium which are allocated to all of the units comprising each of the preexisting condominiums.

(3) AGREEMENT; OTHER PROVISIONS. The merger or consolidation agreement may contain any provisions consistent with this chapter in addition to those specified in sub. (2).

(4) VOTES. The merger or consolidation agreement is effective if the agreement is approved by the unit owners of units to which at least 75 percent of the votes in each preexisting association are allocated. If the declaration of a preexisting association specifies that a percentage greater than 75 percent of the votes in that association is required to approve a merger or consolidation agreement, the greater percentage applies to the vote of that association. A declaration of a preexisting association may specify a smaller percentage and the smaller percentage applies to the vote of that association only if all of the units in the preexisting condominium are restricted exclusively to nonresidential uses.

(5) RECORDING. Both a restatement of the declaration of the resultant condominium that includes the merger agreement and an addendum to the condominium plat of the resultant condominium shall be recorded as provided in s. 703.07. On the plat of the preexisting condominium, the register of deeds shall reference the document number assigned to the plat of the resultant condominium and, if the plat of the resultant condominium is assigned a volume and page number, the volume and page where the plat of the resultant condominium is recorded and shall note that the preexisting condominium has been merged.

History: 1985 a. 188; 1997 a. 333; 2003 a. 283; 2017 a. 102.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.28 Removal from provisions of this chapter. **(1)** All of the unit owners may remove all or any part of the property from the provisions of this chapter by a removal instrument, duly recorded, provided that the holders of all liens affecting any of the units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the unit owner in the property.

(1m) (a) If the merger of 2 or more condominiums under s. 703.275 would result in the creation of a new plat for the resultant condominium, the property of the preexisting condominiums shall first be removed from the provisions of this chapter by recording a removal instrument.

(b) Before a certified survey map, condominium plat, subdivision plat or other plat may be recorded and filed for the same property, the condominium shall first be removed from the provisions of this chapter by recording a removal instrument.

(2) Upon removal of any property from this chapter, the property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common which appertains to each unit owner shall be the percentage of undivided interest previously owned by the owner in the common elements.

History: 1977 c. 407; 1997 a. 333; 1999 a. 96.

703.29 Removal no bar to subsequent resubmission. The removal provided for in s. 703.28 shall in no way bar the subsequent resubmission of the property to this chapter.

History: 1977 c. 407.

703.30 Rules of construction. **(1)** CERTAIN RULES OF LAW NOT APPLICABLE. Neither the rule of law known as the rule against perpetuities nor the rule of law known as the rule restricting unreasonable restraints on alienation may be applied to defeat or invalidate any provision of this chapter or of any condominium instruments, bylaws or other instrument made pursuant to this chapter.

(2) SUBSTANTIAL CONFORMITY OF CONDOMINIUM INSTRUMENTS AND BYLAWS SUFFICIENT. The provisions of any condominium instruments and bylaws filed under this chapter shall be liberally construed to facilitate the creation and operation of the condominium. So long as the condominium instruments and bylaws substantially conform with the requirements of this chapter, no variance from the requirements shall affect the condominium status of the property in question nor the title of any unit owner to his or her unit, votes and percentage interests in the common elements and in common expenses and common surpluses.

(3) PROVISIONS OF CONDOMINIUM INSTRUMENTS AND BYLAWS SEVERABLE. All provisions of condominium instruments and bylaws are severable and the invalidity of one provision does not affect the validity of any other provision.

(4) CONFLICTS IN PROVISIONS. If there is any conflict between any provisions of a declaration and provisions of a condominium plat or any provisions of the bylaws, the provisions of the declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any bylaws and any provisions of this chapter, the provisions of this chapter shall control.

(5) INSTRUMENTS CONSTRUED TOGETHER. Condominium instruments shall be construed together and are determined to incorporate one another to the extent that any requirement of this chapter applying to one instrument is satisfied if the deficiency can be corrected by reference to any of the others.

History: 1977 c. 407.

The application of this section is limited to the condominium status of the property and title of the unit owners. It does not apply to a project's status as an expanding condominium under s. 703.26. Rock Lake Estates Unit Owners Association, Inc. v. Town of Lake Mills, 185 Wis. 2d 348, 536 N.W.2d 415 (Ct. App. 1995), 94–2488.

703.31 Personal application. **(1)** All unit owners, tenants of the owners, employees of owners and tenants or any other per-

sons that in any manner use property or any part thereof subject to this chapter shall be subject to this chapter and to the declaration and bylaws of the association adopted under this chapter.

(2) All agreements, decisions and determinations lawfully made by an association in accordance with the voting percentages established in this chapter, declaration or bylaws, shall be deemed to be binding on all unit owners.

History: 1977 c. 407.

703.315 Lease or rental agreements for residential units. (1) DEFINITIONS. In this section:

(a) "Condominium rental agreement" means an agreement, whether oral or written, for the rental or lease of a residential condominium unit by the same tenant for a period of more than one month.

(b) "Tenant" means any of the following:

1. A person occupying or entitled to present or future occupancy of a residential condominium unit under a condominium rental agreement.

2. A periodic tenant, as defined in s. 704.01 (2), of a residential condominium unit that pays rent on a month–to–month or greater recurring interval of time.

(c) "Unit owner" means the owner of a unit that is rented or leased under a condominium rental agreement or by a periodic tenant.

(2) AGREEMENT FOR COMPLIANCE. Entering into a condominium rental agreement constitutes an agreement by the tenant, as a condition of the condominium rental agreement, to comply with this chapter, the rules and bylaws of the association, and the provisions of the declaration. Entitlement to occupancy of a unit as a periodic tenant, as described in sub. (1) (b) 2., constitutes an agreement by the periodic tenant, as a condition of the tenancy, to comply with this chapter, the rules and bylaws of the association, and the provisions of the declaration.

(3) COPY OF WRITTEN AGREEMENT TO ASSOCIATION. Within 5 business days after entering into or renewing a written condominium rental agreement, the unit owner shall provide a copy of the agreement to the association. The association shall keep a copy of any condominium rental agreement on file while the agreement is in effect.

(4) CONTACT OF UNIT OWNER AND TENANT BY ASSOCIATION. The association may contact or give notice to the tenant or unit owner by:

(a) Making the contact or giving the notice by the means indicated by the tenant or unit owner in writing to the association.

(b) If par. (a) does not apply, by any method under s. 704.21 (1) (a) to (e), in the case of the tenant, or by any method under s. 704.21 (2) (a) to (d), in the case of the unit owner.

(5) COPY OF CONDOMINIUM DOCUMENTS TO TENANT. Before a tenant occupies a unit, the unit owner shall provide a copy of the declaration and the association bylaws and rules to the tenant or place the information in the unit.

(6) TIME SHARE NOT COVERED. This section does not apply to a time–share unit governed under ch. 707.

History: 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.32 Easements and encroachments. (1) PRESUMPTION AS TO EXISTING PHYSICAL BOUNDARIES. Any existing physical boundaries of any unit or common elements constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building and regardless of minor variations between the physical boundaries as described in the declaration or shown on the condominium plat and the existing physical boundaries of any such unit or common element. This presumption applies only to encroachments within the condominium.

(2) ENCROACHMENT AS RESULT OF AUTHORIZED CONSTRUCTION, RECONSTRUCTION OR REPAIR. If any portion of any common element encroaches on any unit or if any portion of a unit encroaches on any common element, as a result of the duly authorized construction, reconstruction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

(3) EASEMENTS INCLUDED IN GRANT OF UNIT. A grant or other disposition of a condominium unit shall include and grant and be subject to any easement arising under the provisions of this section without specific or particular reference to the easement.

(4) ASSOCIATION'S RIGHT OF ENTRY TO MAKE REPAIRS. An association shall have an irrevocable right and an easement to enter units to make repairs to common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety or property, an association shall make a reasonable effort to give notice to the owner of any unit to be entered for the purpose of such repairs. No entry by an association for the purposes specified in this subsection may be considered a trespass.

History: 1977 c. 407.

703.33 Disclosure requirements. (1) MATERIAL TO BE FURNISHED BY SELLER TO PURCHASER BEFORE CLOSING. Not later than 15 days prior to the closing of the sale of a unit to a member of the public, the seller shall furnish to the purchaser the following:

(a) Copies of the proposed or existing declaration, the bylaws, and any rules or regulations.

(b) A copy of the proposed or existing articles of incorporation of the association, if it is or is to be incorporated.

(c) A copy of any proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the condominium to which it is anticipated the unit owners or the association will be a party following closing.

(d) A copy of the projected annual operating budget for the condominium including reasonable details concerning the estimated monthly payments by the purchaser for assessments, and monthly charges for the use, rental or lease of any facilities not part of the condominium.

(e) A copy of any lease to which it is anticipated the unit owners or the association will be a party following closing.

(f) A description of any contemplated expansion of the condominium with a general description of each stage of expansion and the maximum number of units that can be added to the condominium.

(g) A copy of the floor plan of the unit together with the information that is necessary to show the location of the common elements and other facilities to be used by the unit owners and indicating which facilities will be part of the condominium and which facilities will be owned by others.

(h) An executive summary setting forth in clear plain language the following information, or the location within the disclosure materials described in pars. (a) to (g) where the information may be found, and the date on which the executive summary is prepared or revised:

1. 'Condominium identification.' The name of the condominium.

2. 'Expansion plans.' A description of the declarant's expansion plan for the condominium and deadline for implementation and the identity of the condominium management during the expansion period.

3. 'Governance.' The name and address of the condominium association; whether the association is self–managed or has hired or retained management; and the name, address, and telephone

number of the individual or individuals who may be contacted regarding the condominium in general.

4. 'Special amenities.' A description of any special amenities, such as an athletic club or golf course, and a statement of the obligation of a unit owner to join or support the amenity.

5. 'Maintenance and repair of units.' A description of an owner's responsibilities for the repair and maintenance of the unit.

6. 'Maintenance, repair, and replacement of common elements.' The identity of the person responsible for the maintenance, repair, and replacement of common elements and limited common elements and whether repairs or replacements will be funded from unit owner assessments, reserve funds, or both.

7. 'Rental of units.' Whether unit owners may rent their units and any restrictions on rentals.

8. 'Unit alterations.' A description of any rules, restrictions, or procedures governing a unit owner's authority to alter the unit or use or enclose limited common elements.

9. 'Parking.' A description of the availability, restrictions, and costs of parking.

10. 'Pets.' A description of rules relating to unit owners' pets.

11. 'Reserves.' Whether the association maintains reserves for repairs and replacement of common elements beyond routine maintenance and, if so, whether a statutory reserve account under s. 703.163 is maintained and the amount of the reserve balance.

11m. 'Fees on new units.' A description of any provisions exempting the declarant or modifying the declarant's obligation to pay assessments on the declarant's unsold units during the period of the declarant's control, and any other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of the declarant's control.

11q. 'Amendments.' An indication that a unit purchaser's rights and responsibilities may be altered by an amendment of the declaration or bylaws, and a description of the amendment process and requirements.

12. 'Other restrictions or features.' At the option of the declarant or association a description of other restrictions or features of the condominium.

13. 'First right of purchase.' Whether the association has a first right to purchase the unit.

14. 'Transfer fee.' Whether the association charges a fee in connection with a transfer of ownership of the unit and, if a fee is charged, the amount of the fee.

15. 'Disclosure material fee.' Whether the association charges a fee for providing the disclosure materials described in this section and, if a fee is charged, the amount of the fee.

16. 'Payoff statement fee.' Whether the association charges a fee for providing a payoff statement under s. 703.335 and, if a fee is charged, the amount of the fee.

(1m) PREPARATION OF EXECUTIVE SUMMARY. The executive summary under sub. (1) (h) shall be prepared, and subsequently revised whenever a change is made in the disclosure materials described in sub. (1) (a) to (g) that requires a revision of a statement in the summary, by the declarant or the association, whichever is in control of the condominium when the executive summary is prepared or revised.

(2) DISCLOSURE FORM. The materials required in sub. (1) shall be delivered to a prospective purchaser with cover sheet, index, and tables of contents as prescribed in this section. A cover sheet and index shall precede all other materials required in sub. (1). The executive summary required under sub. (1) (h) shall appear immediately following the index. A table of contents shall precede the section to which it applies.

(a) *Cover sheet.* A cover sheet shall be of the same approximate size and shape as the majority of the disclosure materials required in sub. (1) and shall bear the title "Disclosure Materials" and shall contain the name and location of the condominium, the name and business address of the declarant, and the name and business address of the declarant's agent or, if the seller is not the declarant, the name and address of the seller. Following this information, but separate from it, there shall appear on the front of the cover sheet 3 statements in boldface type, or capital letters no smaller than the largest type on the page, in the following wording:

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

(b) *Index.* Following the material required in par. (a), there shall appear an index of the disclosure materials. An index may begin on the cover sheet, if space permits, and be continued on the first and subsequent pages immediately following the cover sheet or may begin on the first page immediately following the cover sheet and continue on subsequent pages. An index shall be in substantially the following form:

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

1c. 'Executive summary.' The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins on page .....

1m. 'Declaration.' The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page .....

2. 'Bylaws.' The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws begin on page .....

3. 'Articles of incorporation.' The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles of incorporation begin on page .....

4. 'Management or employment contracts.' Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page .....

5. 'Annual operating budget.' The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page .....

6. 'Leases.' Units in this condominium are sold subject to one or more leases of property or facilities which are not a part of the condominium. These leases begin on page .....

7. 'Expansion plans.' The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page .....

8. 'Floor plan and map.' The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page .....

(c) *Tables of contents and page numbers.* In addition to an index required by par. (b), tables of contents for the declaration and bylaws shall be provided, identifying each section of these documents and providing a page number for each section. Each section of disclosure material required in sub. (1) shall, on the first page of that material, identify contents of that section but, with the exception of the declaration and bylaws, is not required to have a table of contents. Each section of disclosure material shall be separately identified by a letter, tab, or number. Pages within each section shall be consecutively numbered with an indication of the section as part of the pagination.

(cm) *Statements; building code violations.* Except with respect to a conversion condominium with 4 or fewer units, in addition to the other information required by this section, the declarant of a conversion condominium shall provide to each purchaser all of the following:

1. A statement by the declarant, based on a report prepared by an independent architect or engineer, describing the present condition of those structural components and mechanical and electrical installations that are material to the use and enjoyment of the building.

2. A statement by the declarant of the expected useful life of each item reported on in subd. 1. or a statement that no representations are made in that regard.

3. A list of any outstanding notices of uncured violations of building code or other municipal regulations, together with the estimated cost of curing those violations.

(d) *Additions or exclusions.* All materials required by this section shall be delivered to a prospective purchaser with disclosure materials required under sub. (1) except that articles of incorporation, leases and expansion plans of the index need not be included if they clearly do not apply.

(3c) DELIVERY OF INCOMPLETE SET OF DISCLOSURE MATERIALS. If the seller delivers disclosure materials that include the cover sheet and index required in sub. (2) (a) and (b), but that do not include all of the documents required under sub. (1), the purchaser shall have 5 business days from receipt of the disclosure materials to request in writing any documents that were required to be delivered under sub. (1), but that were not timely delivered. If no executive summary required under subs. (1) (h) and (1m) has been prepared, the seller may so inform the purchaser when the seller delivers the disclosure materials to the seller. The seller has 5 business days following receipt of the purchaser's request to deliver the requested documents to the purchaser.

(3m) CHANGE IN MATERIAL FOLLOWING DELIVERY TO PURCHASER. Any material furnished under sub. (1) may not be changed or amended following delivery to a purchaser, if the change or amendment would affect materially the rights of the purchaser, without first obtaining approval of the purchaser. A copy of amendments shall be delivered promptly to the purchaser.

(4) PURCHASER'S RIGHT TO RESCIND CONTRACT OF SALE. (a) Any purchaser may at any time within 5 business days following receipt of all of the documents required under sub. (1) and within 5 business days following receipt of any amendment required under sub. (3m), rescind in writing a contract of sale without stating any reason and without any liability on his or her part.

(b) If the disclosure materials delivered by the seller do not include all the documents required under sub. (1), the purchaser may rescind in writing a contract of sale without stating any reason and without any liability on his or her part as follows:

1. If the purchaser does not request in writing missing documents as provided under sub. (3c), or may not request missing documents because the seller did not provide both a cover sheet and index, the purchaser may rescind within 5 business days following receipt of the incomplete disclosure materials.

2. If the purchaser requests in writing missing documents as provided under sub. (3c), the purchaser may rescind within 5 business days following the earlier of receipt of the requested documents or the deadline, under sub. (3c), for the seller's delivery of the requested missing documents.

(c) A purchaser who timely rescinds under par. (a) or (b) is entitled to the return of any deposits made under the contract.

(d) If a purchaser does not timely rescind under par. (a) or (b), his or her right to rescind under this section is terminated.

(5) UNTRUE STATEMENT OR OMISSION OF MATERIAL FACT. Any seller who in disclosing information required under subs. (1) and (2) makes any untrue statement of material fact or omits to state a material fact necessary in order to make statements made not misleading shall be liable to any person purchasing a unit from him or her. However, no action may be maintained to enforce any liability created under this section unless brought within one year after facts constituting a cause of action are or should have been discovered.

(6) WAIVER OF PURCHASER'S RIGHT. Rights of purchasers under this section may not be waived in the contract of sale and any attempt to waive those rights is void. However, notwithstanding sub. (4) (d), if the purchaser proceeds to closing, the purchaser's right under this section to rescind is terminated.

(7) SALE OF UNIT FOR NONRESIDENTIAL PURPOSES. Requirements of this section do not apply to a sale of any unit which is primarily intended to be occupied and used for nonresidential purposes.

(8) LOCATION OF CONDOMINIUM IMMATERIAL. Requirements of this section shall apply to a sale of any unit offered for sale in this state without regard to the location of a condominium.

(9) ELECTRONIC DELIVERY. The information required under subs. (1) and (2) may be delivered electronically in accordance with 15 USC 7001 (c), subch. II of ch. 137, and any other requirements that are prescribed by law.

History: 1977 c. 407; 1985 a. 188; 2003 a. 283; 2009 a. 357; 2011 a. 203; 2017 a. 303.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

Tips for Representing Condominium Setters. Hagopian. Wis. Law. May 1993.

703.335 Payoff statement for unpaid assessments and other obligations. (1) DEFINITION. In this section, "payoff amount" means the total amount necessary to satisfy all monetary obligations, including unpaid assessments, owed by a unit owner to the association in connection with a particular unit, as set forth in a payoff statement provided by the association.

(2) REQUEST FOR PAYOFF STATEMENT. A unit owner, or a person on behalf of a unit owner, may submit to the association a written request for a payoff statement for a specified date not more than 30 days after the request is submitted. A grantee that requests a payoff statement under s. 703.165 (4) is considered a person making a request on behalf of a unit owner for purposes of this subsection.

(3) DEADLINE TO PROVIDE PAYOFF STATEMENT. Within 10 business days after a request under sub. (2) is submitted, the association shall provide a written payoff statement to the unit owner or person that submitted the request.

(4) FEES. (a) Except as provided under par. (b), an association shall provide one payoff statement requested under sub. (2) with

respect to a unit without charge during any 2–month period. The association may charge a fee not to exceed $25 for each additional payoff statement requested for the unit during that 2–month period.

(b) An association may charge a fee for providing the first payoff statement within a 2–month period described under par. (a) if the association establishes the fee as provided under s. 703.205. If the association establishes a fee under this paragraph, the association may increase the amount of the fee only as provided under s. 703.205.

(5) DAMAGES. If an association to which a request is submitted under sub. (2) does not provide a payoff statement within the deadline described under sub. (3), the association is liable to the unit owner for any actual damages caused by the association's failure or $350, whichever is less.

History: 2017 a. 303.

703.34 Blanket mortgages and other blanket liens affecting a unit at time of first conveyance. As a condition to the first transfer of title to each unit:

(1) Every mortgage and other lien affecting such unit, including the undivided interest in the common areas and facilities appurtenant to such unit, shall be paid and satisfied of record;

(2) A unit being transferred and an undivided interest in the common areas and facilities appurtenant thereto shall be released by partial release duly recorded; or

(3) A mortgage or other lien shall provide for or be amended to provide for a release of the unit and the undivided interest in the common areas and facilities appurtenant thereto from the lien of a mortgage or other lien upon the payment of a sum certain.

History: 1977 c. 407.

703.35 Termination of contracts and leases. If entered into before the officers elected by the unit owners under s. 703.10 take office, any management contract, employment contract, lease of recreational or parking areas or facilities, any contract or lease to which a declarant or any person affiliated with the declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to unit owners when entered into under the circumstances then prevailing, may be terminated by the association or its executive board at any time without penalty upon not less than 90 days' notice to the other party thereto. This section does not apply to any lease the termination of which would terminate the condominium.

History: 1977 c. 407.

To be terminable under this section as a "contract or lease to which a declarant or any person affiliated with the declarant is a party," the contract must presently bind the condominium association contractually to the person or entity that declared the condominium or to some person or entity affiliated with the declarant. Hunt Club Condominiums, Inc. v. Mac–Gray Services, Inc. 2006 WI App 167, 295 Wis. 2d 780, 721 N.W.2d 117, 05–1674.

703.36 Provisions requiring employment of declarant or vendor to effect sale. Any provision of a declaration or other instrument made pursuant to this chapter which requires the owner of a unit to engage or employ the declarant or any subsidiary or affiliate of the declarant for the purpose of effecting a sale or lease of any unit is void. Any provision of any contract for a sale of any unit which requires a purchaser to engage or employ the vendor or any subsidiary or affiliate of the vendor for the purpose of effecting a sale or lease of any unit is void. This section applies to declarations, instruments and contracts made prior to and after August 1, 1978.

History: 1977 c. 407.

703.365 Small condominiums. (1) APPLICABILITY. (a) The declaration for a small condominium may provide that any or all of subs. (2) to (8) or any parts of those subsections apply to the small condominium.

(b) If a declaration under par. (a) provides that any or all of subs. (2) to (8) or any parts of those subsections apply, then, except as provided in those subsections or parts of those subsections, this chapter applies to the small condominium in the same manner and to the same extent as to other condominiums.

(2) DECLARATION. (a) The declaration for a small condominium need not contain those provisions otherwise required under s. 703.09 (1) (e) to (g) and (i).

(b) The undivided percentage interest in a small condominium is allocated equally among the units.

(c) Each unit in a small condominium has one vote at meetings of the association.

(d) Commercial activity is permitted in a small condominium that consists solely of units restricted to residential uses only to the extent that commercial activity is permitted in residences in a zoning ordinance adopted under s. 59.69, 60.61, 61.35, or 62.23.

(e) All actions taken under this chapter that require a vote of units or unit owners must be approved by an affirmative vote or written consent of at least 75 percent of the unit votes of a small condominium, or a greater percentage if required by the declaration or this chapter.

(3) BYLAWS. (a) Notwithstanding s. 703.10 (2) (a), all aspects of the management, operation, and duties of the association of a small condominium shall be delegated to the board of directors, which may retain a manager, including a master association under s. 703.155, for the small condominium, and the bylaws shall so specify.

(b) Under s. 703.10 (2) (c), notice of meetings shall be given in a manner best calculated to assure that actual notice is received by the owners of all units of a small condominium, and the bylaws shall so specify.

(c) Section 703.10 (2) (d) does not apply to a small condominium. The board of directors shall be composed of one representative from each unit, chosen by and from among the unit owners of that unit.

(d) All actions taken by the board of directors of a small condominium under this chapter must be approved by an affirmative vote or written consent of at least 75 percent of the board.

(e) Section 703.10 (4) does not apply to a small condominium.

(3m) AGREEMENT IN LIEU OF BYLAWS. If approved by written consent of all of the unit votes of a small condominium, an agreement may be substituted for the bylaws under sub. (3). The terms of the agreement shall include the requirements of sub. (3) (a) to (d) and shall be consistent with this section. An amendment to an agreement may be made with the affirmative vote or written consent of all the unit votes of the small condominium.

(4) CONDOMINIUM PLAT. (a) The survey under s. 703.11 (2) (b) shall be an as–built survey of the property described in the declaration, building, and other improvements on the land that are part of the small condominium.

(b) The floor plans under s. 703.11 (2) (c) need only show the location and designation of each unit in the building and the limited common elements appurtenant to each unit of a small condominium. These plans may be supplemented by an agreement among all unit owners and mortgagees regarding the allocation of use and enjoyment of common elements, which agreement, in both its original and any amended form, shall be recorded.

(5) ASSOCIATION. (a) Under s. 703.15 (2), an association shall exist immediately upon establishment of a small condominium and the declarant shall have rights in the association only as an owner of a unit or units.

(b) Directors of a small condominium shall be chosen in accordance with sub. (3) (c). The board of directors shall meet at least quarterly.

(c) Unless included in the bylaws, s. 703.15 (4) (b) to (d) does not apply to a small condominium.

(6) EXPENSES; MAINTENANCE; OPERATION. (a) Paragraphs (b) to (e) apply to a small condominium if any of the following criteria is met:

1. A proposed expenditure or action for the repair, maintenance or upkeep of the property, or for the operation of the prop-

erty, is not approved by the board of directors and any unit owner believes the expenditure or action is necessary for the safety and proper use of the property or of the owner's unit.

2. An expenditure or action is approved by the board of directors and any unit owner believes the expenditure or action is contrary to the safety and proper use of the property or the owner's unit.

(b) The unit owner or owners challenging a decision of the board of directors described under par. (a) 1. or 2. shall give written notice of the objection to all unit owners and mortgagees within 45 days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the board of directors shall reconsider its decision and either affirm, reverse or modify the decision.

(c) The unit owner or owners may challenge the decision after reconsideration by the board of directors under par. (b) only in an arbitration proceeding under ch. 788. Acceptance of a conveyance of a small condominium that is subject to pars. (b) to (e) is deemed to constitute an agreement by the unit owner to submit challenges to decisions of the board of directors to arbitration.

(d) The board of directors, upon submission of the matter to arbitration as provided in par. (c), shall name a proposed arbitrator. The unit owner or owners may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the 2 arbitrators shall select a 3rd person and the 3 shall serve as an arbitration panel chaired by the 3rd person. The expense of the arbitration shall be shared equally by the association and the unit owner or owners challenging the decision of the board of directors.

(e) The arbitration award by the arbitration panel under par. (d) shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it.

(7) EXPANDING CONDOMINIUMS. Section 703.26 does not apply to a small condominium.

(8) DISCLOSURE REQUIREMENTS. The disclosure required for a small condominium under s. 703.33 is limited to the disclosure required under s. 703.33 (1) (a) to (c), if applicable, and a copy of the condominium plat.

History: 1985 a. 188, 332; 1995 a. 201; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.37 Interpretation. For purposes of interpretation of this chapter, a condominium is a form of ownership, not a form of land use, and is not a subdivision as defined in ch. 236.

History: 1977 c. 407; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

Condominiums are not a form of land use. A condominium unit set aside for commercial use runs afoul of a zoning ordinance prohibiting commercial use. When an intended commercial use did not comport with a town's zoning restrictions, approval of the condominium by the town was de facto rezoning. A town could not seek to avoid the restrictions of applicable extraterritorial zoning by aiming to define its action as something other than a zoning change. Village of Newburg v. Town of Trenton, 2009 WI App 139, 321 Wis. 2d 424, 773 N.W.2d 500, 08–2997.

703.38 Applicability to existing condominiums. **(1)** Except as otherwise provided in this section and s. 30.1335, this chapter is applicable to all condominiums, whether established before or after August 1, 1978. However, with respect to condominiums existing on August 1, 1978, the declaration, bylaws or condominium plat need not be amended to comply with the requirements of this chapter.

(2) Section 703.10 (5) is not applicable to a condominium existing on August 1, 1978 if the existing declaration or bylaws provide otherwise.

(3) Section 703.15 (4) (c) and (d) 2. are not applicable to a condominium existing on August 1, 1978 if the existing declaration or bylaws provide otherwise.

(4) Section 703.18 is applicable only to those condominiums which are damaged or destroyed on or after August 1, 1978.

(5) Section 703.19 is applicable only to those eminent domain proceedings filed on or after August 1, 1978.

(6) Unless a declarant elects to conform to the requirements of s. 703.26, s. 703.26 is not applicable to those condominiums created prior to August 1, 1978 under circumstances where the declarant reserved the right to expand the condominium.

(7) Section 703.33 is applicable only to contracts executed after August 1, 1978.

(8) Section 703.35 is applicable only to leases or management and similar contracts executed after August 1, 1978.

(9) Unless the declaration is amended as provided under s. 703.09 (2), 1983 stats., to provide otherwise, a condominium created prior to April 22, 1986, is subject to s. 703.09 (2), 1983 stats., rather than s. 703.09 (2).

(10) (a) Except as provided in par. (b), s. 703.02 (14m), 2001 stats., and s. 703.365, 2001 stats., apply to condominiums created on or after April 22, 1986, and before November 1, 2004, and to condominiums created before April 22, 1986, that elect to be subject to s. 703.02 (14m), 2001 stats., and s. 703.365, 2001 stats.

(b) Sections 703.02 (14m) and 703.365 apply to condominiums created on or after November 1, 2004, and to condominiums created before November 1, 2004, that elect to be subject to ss. 703.02 (14m) and 703.365.

History: 1977 c. 407; 1985 a. 188; 2003 a. 283; 2007 a. 20.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.