Document Number

DECLARATION OF CONDOMINIUM OF HIGHLANDS OF HUNTER'S RIDGE, A CONDOMINIUM

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Name and Return Address

R. WILLIAM PHENICIE
LLOYD, PHENICIE, LYNCH, KELLY & HOTVEDT, S.C.
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07-222-13-301-062

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DECLARATION OF CONDOMINIUM
OF
HIGHLANDS OF HUNTERS RIDGE, A CONDOMINIUM

THIS DECLARATION is made under and pursuant to the Wisconsin Condominium Ownership Act of the State of Wisconsin (hereinafter "Act"), Chapter 703, Wisconsin Statutes, by DeBar, LLC, a Wisconsin limited liability company (hereinafter "Declarant").

ARTICLE I
STATEMENT OF PURPOSE

The purpose of this Declaration is to subject the property hereinafter described and the improvements to be erected thereon (hereinafter collectively "Condominium") to the condominium form of ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

ARTICLE II
DESCRIPTION, NAME, RESTRICTIONS AND DEFINITIONS

2.1 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit "A" attached hereto.

2.2 Name and Address. The name of the Condominium is Highlands of Hunters Ridge, a Condominium and has as its address 4011 80th Street, Kenosha, Wisconsin 53142.

2.3 Covenants, Conditions, Restrictions and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

A. General taxes and special assessments not yet due and payable.

B. Easements and rights in favor of gas, electric, telephone, water, sewer and other utilities.

C. All other easements, covenants, declarations and restrictions of record.

D. All municipal, zoning and building ordinances.

E. All other governmental laws and regulations applicable to the Condominium.

2.4 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

2.5 General Description of Condominium. The Condominium shall consist of six (6) buildings containing twelve (12) condominium units (hereinafter "Units"), together with guest parking stalls, driveways and land. The buildings are one (1) and two (2) story structures with full basements. A survey plan of the land and buildings is attached hereto as Exhibit "B" and incorporated herein by reference ("Condominium Plat"). The partitioning, fixtures, attachments, and decorations within each Unit will be determined from time to time by each Unit Owner, subject to restrictions in this Declaration and in the rules and regulations adopted by the Association.

ARTICLE III
UNITS

3.1 Definition. "Unit" shall mean a part of the 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 of enclosed space located on one or more floors (or parts thereof) in a building.

3.2 Boundaries of Units. A Unit in Highlands of Hunters Ridge, a Condominium shall include:

A. One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom. The exterior boundaries of the cubicles shall be the vertical planes, the elevations of which coincide with and include the undecorated finished ceiling, floors and walls of the Unit. The foregoing boundaries extended to the intersection with each other shall constitute the Units as shown on Exhibit "B". It is intended that the surface of each plane described above (be it tiled, papered, panelled, painted, carpeted, or otherwise covered) is included as part of each defined Unit. Included within the Unit shall be all windows and doors (including hardware), which provide access to the Unit with the exception of the garage door or doors and associated operating mechanism which shall be a Limited Common Element. The boundaries delineated above shall apply to each floor level and shall include all stairways and stairwells situated therein.

B. Any and all appliances and other fixtures contained within or serving each Unit, whether they are inside or outside the defined cubicle of air, including, without limitation:

1) Interior lights and light fixtures

2) Cabinets

C. All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

D. All plumbing fixtures, hot water heaters, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixtures and water or sewage lines serving more than one (1) Unit.

E. The heating, ventilating and air conditioning system, including the control mechanisms serving each Unit.

Specifically not included as part of the Unit are those structural components of each building and any portion of the plumbing, electrical, or mechanical systems of the building serving more than one (1) Unit, even if located within the cubicle or cubicles of air comprising the Unit.

3.3 Legal Description. Units shall be identified by the number or other designation as specified on the Condominium Plat, which plat shall be recorded contemporaneously with this Declaration. A copy of the Condominium Plat is attached hereto as Exhibit "B".

ARTICLE IV
COMMON ELEMENTS

4.1 Definition. "Common Elements" shall mean all of the Condominium except the Units.

4.2 Description. The Condominium Common Elements are the following:

A. The land described in Exhibit "A".

B. The paved driveways and guest parking spaces situated on the land described in Exhibit "A".

C. Structural walls separating more than one (1) Unit.

D. Any mechanical or utility mechanism, connection, or service that serves more than one (1) Unit.

E. Any other portion of the improvements to the land described in Exhibit "A" which is not included within the boundary of a Unit as described above.

4.3 Use. Except as otherwise provided herein and subject to the Bylaws of the Thorngate Condominium Association, Inc. (the "Association"), as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements may be used by the Unit Owners for the purposes for which they were intended. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Bylaws of the Association and the rules and regulations adopted pursuant thereto.

4.4 Ownership. There shall be appurtenant to each Unit a one-twelfth (1/12) undivided interest in the Common Elements.

ARTICLE V
LIMITED COMMON ELEMENTS

5.1 Definitions. "Limited Common Elements" shall mean those Common Elements identified in this Declaration as reserved for the exclusive use of one or more of the Units.

5.2 Description. The Condominium Limited Common Elements are the following:

A. Patios and/or decks attached to, leading directly to or from, or adjacent to each Unit.

B. Entrances, including the door, step and stoop, or porch, leading to or from each Unit.

C. The garage door which encloses the garage portion of each Unit, including the operating mechanism.

E. Parking spaces situated between the garage doors of each Unit and the asphalt road shown on the Condominium Plat immediately in front of the garage doors of each Unit.

5.3 Use: Maintenance. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner who has the exclusive use of such Limited Common Elements, except that no use may occur which could damage the structure of any building or otherwise cause harm to the Condominium. In addition, maintenance, repair and replacement of the Limited Common Elements shall be the responsibility of the Unit Owner to whose use the Limited Common Element is limited, except for (i) the garage doors and associated operating mechanism and the driveway situated between the garage doors and the asphalt road, the maintenance, repair and replacement of which shall be the responsibility of the Association and the cost of which shall be a common expense as set forth in Article XIV below.

ARTICLE VI
USES

The Units, Limited Common Elements and Common Elements of the Condominium shall be used for residential occupancy and motor vehicular parking purposes only, and shall not be used for any other purpose. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements and Common Elements shall comply with the City of Kenosha General Ordinances, any other applicable municipal ordinance, the Planned Unit Development Agreement with the City of Kenosha, and any other restrictions as contained in the Association's Articles of Incorporation, Bylaws and any rules and regulations adopted by the Association. No use

may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by the other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation thereof and may be assessed against such Owner's Unit.

ARTICLE VII
UNIT OWNER

"Unit Owner" shall mean a person, combination of persons, partnership, corporation or other entity, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser.

ARTICLE VIII
ASSOCIATION

8.1 Definition. "Association" shall mean the Highlands of Hunters Ridge Condominium Association, Inc., a Wisconsin non-stock corporation.

8.2 Duties and Obligations. All Unit Owners shall be members of the Association and subject to its Articles of Incorporation, Bylaws and rules and regulations adopted by it for the use and management of the Condominium.

8.3 Voting. The Owner of each Unit shall be entitled to one (1) vote in the Association, subject, however, to suspension as provided herein. Even if a Unit is owned by more than one (1) person, the Unit must cast its vote or votes as a whole. No fractional voting will be allowed or considered. As provided in Article VII hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Kenosha County Register of Deeds office.

8.4 Declarant Control. Except as otherwise provided in Section 703.15(2)(d), Wisconsin Statutes, Declarant reserves the right to appoint and remove officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its officers (hereinafter "Declarant Contract"). The period of Declarant control shall continue until the earlier of either of the following to occur: (i) the expiration of ten (10) years from the date the first unit is conveyed to a person other than Declarant, or (ii) the expiration of thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of units, (b) make

contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by the Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreement shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

8.5 Termination of Control. Upon termination of the above specified period of Declarant Control, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who need not be a Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners (other than Declarant) in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and both Limited Common Elements and Common Elements, which activities shall included but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sales of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Declarant shall also have the right during the period of Declarant Control to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

ARTICLE IX
REPAIRS AND MAINTENANCE

9.1 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance and repair and replacement of his, her, its, or their Unit.

9.2 Limited Common Elements. With the exception of the garage door or doors of each Unit and associated operating mechanism, and that portion of the Limited Common Elements that are a part of the exterior of the structures comprising the Condominium, each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, replacement, general cleanliness and presentability of the Limited Common Elements, which use is reserved to the Unit or Units. Notwithstanding the foregoing, the type and color of finish of all outside doors (including garage doors) and windows shall be subject to approval of the Association's Board of Directors and, to the extent practical, shall be uniform among the Units.

9.3 Common Elements. Except as provided in Section 9.2 hereof, the Association shall be responsible for the maintenance, repairs, replacement, general cleanliness and presentability of the Common Elements.

9.4 Entry by Association. Provided that twenty-four (24) hours prior notice is given, duly authorized officials or agents of the Association may enter any Unit or Limited Common Element(s), or both, at reasonable times and under reasonable conditions when, in the opinion of the said authorized officials or agents, entry is necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. The entry shall be made with as little inconvenience to the Unit Owner, his, her, its, or their tenants, as possible under the circumstances, and during normal business hours, if possible. Any damage caused thereby shall be repaired by the Association and shall be treated as a "Common Expense", as hereinafter defined. Notwithstanding the foregoing, in the event of an emergency, the twenty-four (24) hour notice requirement shall not apply, although prior notice to the Unit Owner shall be attempted.

ARTICLE X
UNIT ALTERATIONS/SUBSTITUTIONS

10.1 Substitution of Unit. The units planned for construction are of various types and are shown on the Condominium Plat. Notwithstanding the type of unit shown, the units may be interchanged, or one type of unit may be substituted for the other.

10.2 Alterations Within Unit Boundaries. A Unit Owner may make improvements or alterations within his, her, its, or their Unit; provided, however, that such improvement or alteration shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement.

10.3 Relocation of Boundaries Within a Building.

A. If the Unit Owners of the two adjoining Units within any Building desire to relocate their mutual boundary between the two units, the affected Unit Owners shall prepare and execute appropriate instruments.

B. An amendment to the Declaration and Plat shall identify the Units 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 applicable. The amendment to the Declaration shall also state the reallocation of the aggregate undivided interest in the Common Elements appertaining to the Units. If not stated, the prior allocation shall govern until such time as the Unit Owners shall record an amendment to that effect.

property" shall include all elements of the buildings constituting the Condominium existing as of the most recent date of completion of a Unit ("Completion Date"). That is, the Completion Date shall be continually updated to the date coinciding with the completion of the most recent Unit since the Condominium is under construction. The final Completion Date shall occur once all Units have been completed, including without limitation, all interior finishes, built-in cabinets, plumbing fixtures, heating, ventilating and air conditioning equipment, partition walls and floor coverings. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.

11.2 Liability Insurance. The Association shall maintain general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable. The policies may, at the discretion of the Board of Directors of the Association, include standard coverage for the errors and omissions of Association directors and officers. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. Such policies shall also contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or any Unit Owners, their tenants or visitors.

11.3 Fidelity Insurance. If the Board of Directors of the Association affirmatively elects, the Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves.

11.4 Administration. Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application and disbursement of proceeds. All insurance shall be obtained from insurance carriers licensed or permitted to do business in the State of Wisconsin.

11.5 Unit Owner's Insurance. Each Unit Owner shall maintain property insurance for the contents, additions and alterations contained within his, her, its, or their Unit on an all-risk basis for an amount not less than the full replacement value of the insured property. For the purpose of this paragraph, "insured property" shall mean additions and alterations made to the interior of a Unit by a Unit Owner after the Completion Date, as well as contents which each Unit Owner may elect to insure. The Unit Owner shall be the named insured and the Association shall be named as an additional insured. Each Unit Owner shall also maintain comprehensive general liability coverage at a single limit of not less than One Hundred Thousand Dollars ($100,000.00) per incident or such other limits as the Board may, from time to time, prescribe. Unit Owners shall, upon request, provide the Association with certificates of insurance evidencing the required coverage. All policies must be issued by insurance carriers acceptable to the Association and licensed to do business in the State of Wisconsin. The Association's approval shall not be unreasonably withheld.

C. Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units and their identifying numbers shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

D. After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium instruments.

E. A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of any intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

10.4 Exterior Alterations of a Unit. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the prior written permission of the Association's Board of Directors ("Board") and the prior written permission of the City of Kenosha amending any PUD Agreement, which permission may be denied in their sole discretion. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by the recording of a modification to the Condominium Declaration and Plat before it shall be effective and must comply with the then legal requirements for such amendment and the requirements of any PUD Agreement. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

10.5 Expenses. All expenses involved in any improvements or alterations approved by the Association and the City of Kenosha or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Owners involved and may be charged as a special assessment to the affected Units.

ARTICLE XI
INSURANCE

11.1 Property Insurance. The Association shall obtain and maintain insurance for the Units, Limited Common Elements and Common Elements on an "all risk basis" for an amount not less than the full replacement value of the insured property. For purposes of this paragraph, "insured

11.6 Disbursement. Insurance proceeds shall first be disbursed by the Association for the repair or restoration of the damaged Units, Limited Common Elements and Common Elements, and the Unit Owners and their Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Condominium property, and the same can be legally accomplished under the City of Kenosha General Ordinances, or there is a surplus of insurance proceeds after the Common Elements, Limited Common Elements and Units have been completely repaired or restored.

11.7 Commencement. All insurance required of the Association by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE XII
REPAIR OR RECONSTRUCTION

In the event the Condominium is damaged or destroyed, in whole or in part, the Association shall promptly undertake to repair or reconstruct the damaged portion of the Condominium to its former condition unless, by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes of the Association and their first Mortgagees, a contrary decision is made. Upon reconstruction, the Association may vary the design, plan and specifications of the Condominium from that of the original; provided, however, that there is no violation of any PUD Agreement affecting the property and the number of square feet for any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit existing immediately prior to the damage or destruction (unless Unit Owners owning at least eighty percent [80 percent] of the Units agree otherwise); and provided, further, the location and floor plan of the buildings and Units therein shall be substantially the same as they were prior to the damage. In the event of any variance, an amendment to the Declaration and Condominium Plat shall be recorded. In the event insurance proceeds are insufficient to pay the estimate or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

ARTICLE XIII
EMINENT DOMAIN

In the event of a taking of all or any portion of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes, shall control; provided, however, the affirmative vote of at least fifty-one percent (51%) of the first Mortgagees, calculated on a per-Unit basis, shall also be required in order to partition the Condominium; and provided, further, if Common or Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

ARTICLE XIV
COMMON EXPENSES

14.1 Liability of Unit Owner. Each Unit Owner (other than the Declarant) shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("Common Expenses") shall be allocated one-twelfth (1/12) to each Unit, except that charges may be specifically allocated to particular Units by the Board of the Association, or by separate agreement among the Unit Owners, based on the benefit to the Unit Owner of the cost or expense affecting the deterioration or damage of or to the Units, Common Elements, or Limited Common Elements as to which the Association may have responsibility.

14.2 Enforcement. The assessments for Common Expenses, together with such interest as the Association may impose in the Bylaws for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed, except as otherwise provided in Section 14.5 below. Attachment, filing, effectiveness, priority and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes.

14.3 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.16(9), Wisconsin Statutes, has been filed against a Unit, the Association may, upon notice to the Unit Owner, suspend the voting rights of the delinquent Unit Owner.

14.4 Unit Sale; Reserve Fund. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a Statement of Condominium Lien covering the delinquency shall have been recorded prior to the transfer. In addition, at the time of each voluntary transfer of a Unit, the buyer thereof (or other acquirer of title, if other than a purchase) shall pay an additional nonrefundable fee equal to three (3) monthly installments of then current assessments for Common Expenses for deposit into the Association's reserve fund. The reserve fund shall be used by the Association for capital improvements or extraordinary expenses, as the Board shall determine.

14.5 Lien for Nonpayment. The Association shall have a lien from the date an assessment is made upon any Unit for assessments made against that Unit, which assessments remain unpaid. Such lien shall be subordinate to any first (1st) priority mortgage as described in Section 708.09, Wisconsin Statutes. The lien shall secure payment of the assessment, interest and costs of collection, including reasonable attorney's fees. The lien may be recorded in the Kenosha County Register of Deeds office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner by disclaiming use of the Common Elements. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he, she, it, or they shall pay the reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of

any assessment or any part thereof because of any dispute which may exist among or between Unit Owners, the Association, the Declarant, or combination thereof. Rather, the Unit Owner shall timely pay all assessments pending resolution of any dispute.

14.6 Installment Payment. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly or quarterly maintenance fee determined by a budget of Common Expenses prepared by the Board, which budget shall include a reserve fund for extraordinary maintenance and replacement items. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Board may determine.

14.7 Negligence of Owner. If, due to the negligent or intentional act or omission of a Unit Owner, or a member of his family or household pet, or of or to a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be a Common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and Bylaws of the Association.

ARTICLE XV
AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended with the written consent of the Unit Owners owning at least seventy-five percent (75%) of the Units; provided, however, no such amendment may substantially impair the security of any mortgagee. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association and duly acknowledged or authenticated, is recorded with the Kenosha County Register of Deeds as required by statute.

ARTICLE XVI
NOTICES

The person to receive service of process for the Condominium or the Association shall be the designated Corporate Agent for the Association, which designation shall be filed with the office of the Department of Financial Institutions of the State of Wisconsin.

ARTICLE XVII
REMEDIES

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, the Association Bylaws, the Articles of Incorporation, or with any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by such failure or for injunctive

relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred and no/100ths Dollars ($100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorneys' fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

ARTICLE XVIII
EASEMENTS

Easements are reserved over, through, across and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, computer cables, security wires, street lights and the like, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant, the Association and the Unit Owners. Easements for ingress and egress are reserved to the Association in, over, across and under the Units and Limited Common Elements, their ceilings, floors and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from the use of such easements. Easements for decoration are reserved to Unit Owners over and into the surfaces of the Common Elements, provided such use does not impair the structural integrity of the Condominium.

ARTICLE XIX
GENERAL

19.1 Utilities. Each Unit Owner shall pay for his, her, or its telephone, electrical, gas, sewer, water, and other utility services which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses except as may be otherwise provided under Section 14.1 hereof.

19.2 Encroachments. If any portion of a Unit, Limited Common Element, or Common Element encroaches upon another, an easement for the encroachment and for its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

19.3 Pets. Each Unit shall be entitled to one (1) pet (not including fish), subject to rules and regulations adopted by the Board. Variances may be granted by the Board pursuant to procedures adopted by the Board. In addition, the Board shall have the authority to order an otherwise permitted pet to be removed if such pet constitutes a nuisance to other Unit Owners.

19.4 Invalidity of a Provision. If any of the provisions of this Declaration, the Association's Articles of Incorporation, the Association's Bylaws, or of any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

19.5 Conflict in Condominium Documents. In the event a conflict exists among any provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

19.6 Lease of Units. As a general rule, each Unit shall be occupied by the Unit Owner. No person shall have the right to purchase a Unit with the intent to lease the Unit to third parties. If, subsequent to a Unit Owner's purchase and occupancy of the Unit, the Unit Owner wishes to lease the Unit as a result of the Unit Owner's illness, temporary relocation for purposes of employment, or other similar reason, the Unit Owner may lease the Unit, but only upon compliance of the following conditions:

A. Any lease shall be in writing;

B. Before executing any lease, the Unit Owner shall submit the proposed form of the lease to the Association, together with a written statement to the Association stating the reason why the Unit Owner needs to lease (the "Statement"); and

C. The Unit Owner shall not rent to more than one (1) tenant(s) during any period of twelve (12) consecutive months.

The Association shall approve the lease if the Association, in its reasonable judgment, believes the Unit Owner has an acceptable reason(s) for entering into the lease. However, if the Association, in its reasonable judgment, does not believe the Unit Owner has an acceptable reason for entering into the lease, the Association shall refuse consent to the leasing and the Unit Owner shall not lease the Unit. The Association shall be irrevocably presumed to have consented to the lease if it does not give the Unit Owner written notice of the Association's refusal of consent within ten (10) business days after the Association receives the Unit Owner's proposed lease and Statement. If the Association withholds the consent, it shall give the Unit Owner written notice of the reason(s) for the Association's decision.

Any Unit Owner whose leasing of a Unit has been approved shall furnish a true and correct copy of the lease to the Association and shall inform the Association of the names of all persons who will occupy the Unit under the lease. No lease shall be effective until the Unit Owner furnishes a copy of the lease and the names of all such occupants to the Association.

Notwithstanding the above listed procedure for leasing of Units, the Declarant shall maintain its right to lease unsold Units under Article VIII, section 8.4 of the Declaration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22 day of March, 2005.

DECLARANT

DEBAR, LLC

By: _____
Anthony J. DeBartolo-Authorized Member

By: _____
Peter J. DeBartelo-Authorized Member

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

Personally came before me this 22nd day of March, 2005, the above named Anthony J. DeBartolo and Peter J. DeBartelo to me known to be the persons who executed the foregoing instrument and acknowledge the same in their capacity and for the purposes therein intended.

_____
Notary Public, Kenosha County, Wisconsin
My commission expires June 3rd, 2007

This document drafted by:
R. William Phenicie,
Attorney at Law
Lloyd, Phenicie, Lynch, Kelly & Hotvedt, S.C.
P.O. Box 700
Burlington, Wisconsin 53105

00074342.WPD

EXHIBIT A

Lot 62 of Hunters Ridge, a Plat of record on file at the Kenosha County Register of Deeds being part of the SW 1/4 of Section 13, T2N, R22E of the 4th Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin.

Tax Key No.: 07-222-13-301-062

EXHIBIT B

"HIGHLANDS OF HUNTERS RIDGE, a CONDOMINIUM"

LOT 62

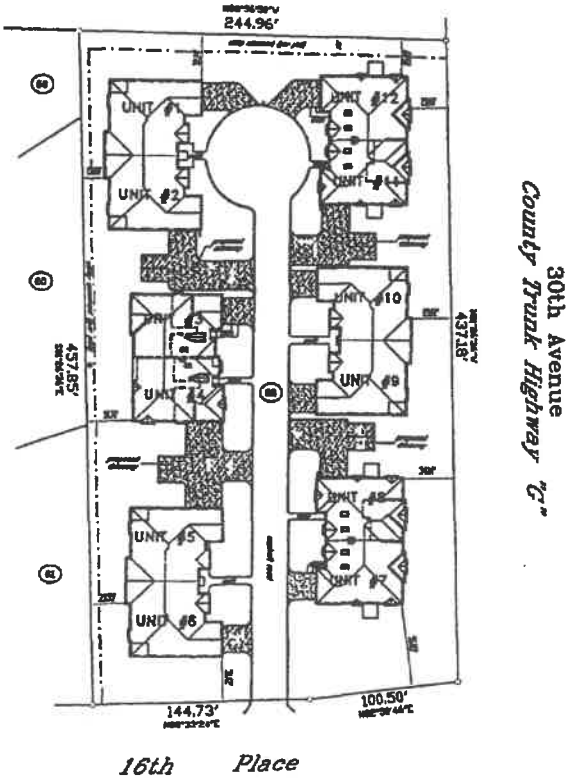
HUNTERS RIDGE

in SW1/4 Section 13-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

DECLARANT/OWNER

DeBar, LLC
4011 – 80th Street, Kenosha, WI 53142



OWNER'S CERTIFICATE

AS OWNERS, WE HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT.

ANTHONY J. DE BARTOLO — OWNER
AUTHORIZED MEMBER DE BAR, LLC

PETER L. DE BARTELO — OWNER
AUTHORIZED MEMBER DE BAR, LLC

SHEETS

SHEET TWO – FOUNDATION PLAN
UNITS 1, 2, 9 & 10

SHEET THREE – FLOOR PLAN
UNITS 1, 2, 9 & 10

SHEET FOUR – FOUNDATION PLAN
UNITS 5 & 6

SHEET FIVE – FLOOR PLAN
UNITS 5 & 6

SHEET SIX – FOUNDATION PLAN
UNITS 3 & 4

SHEET SEVEN – FLOOR PLAN
UNITS 3 & 4

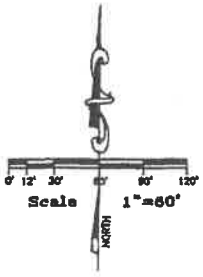
SHEET EIGHT – FOUNDATION PLAN
UNITS 7, 8, 11 & 12

SHEET NINE – FLOOR PLAN
UNITS 7, 8, 11 & 12

LEGAL DESCRIPTION FOR LANDS DECLARED.....

Part of the Southwest Quarter of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows:

Lot 62 of HUNTERS RIDGE, a plat of record and on file at the Kenosha County Land Registry.



NOTE

ALL PATIOS STOOPS, AND DRIVEWAYS LOCATED BETWEEN GARAGE DOORS OF A UNIT AND THE ASPHALT ROAD ARE LIMITED COMMON ELEMENT.

ALL OTHER AREAS, EXCEPT THE UNITS, ARE COMMON ELEMENT.

NOTE

All exterior buildings and improvements shown on this plat represent proposed construction.

All interior building dimensions represent proposed construction.

tax key parcel no.: 07-222-13-301-062

MARESCALCO COUNTYWIDE SURVEYING, INC.
1120 60TH STREET KENOSHA, WI 53143
(262) 654 6809 FAX (262) 654 1120

WISCONSIN
GLEN A. MARESCALCO
S-2203
KENOSHA, WI
LAND SURVEYOR

"I, Glen A. Marescalco, a Wisconsin Registered Land Surveyor (S-2203), do hereby certify that this condominium plat is a true representation of the condominium described. The identification and location of each unit and the common elements can be determined from this plat".

GLEN A. MARESCALCO (S-2203) Wisconsin Registered Land Surveyor
January 25, 2005

"HIGHLANDS OF HUNTERS RIDGE, a CONDOMINIUM"

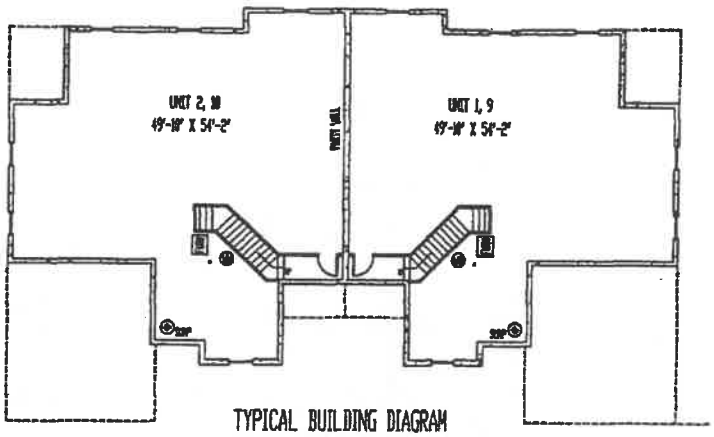
LOT 82

HUNTERS RIDGE

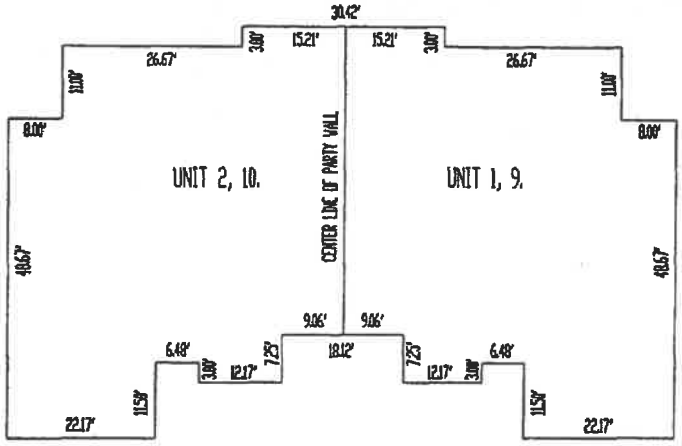
in SW1/4 Section 13-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

FOUNDATION PLAN UNITS 1, 2, 9 & 10



TYPICAL BUILDING DIAGRAM
NOT TO SCALE



TYPICAL BUILDING - OUTSIDE DIMENTIONS
NOT TO SCALE

NOTE: BUILDING AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES. CURRENT ARCHITECTURAL PLANS SHOULD BE USED FOR CONSTRUCTION PURPOSES.

"HIGHLANDS OF HUNTERS RIDGE, a CONDOMINIUM"

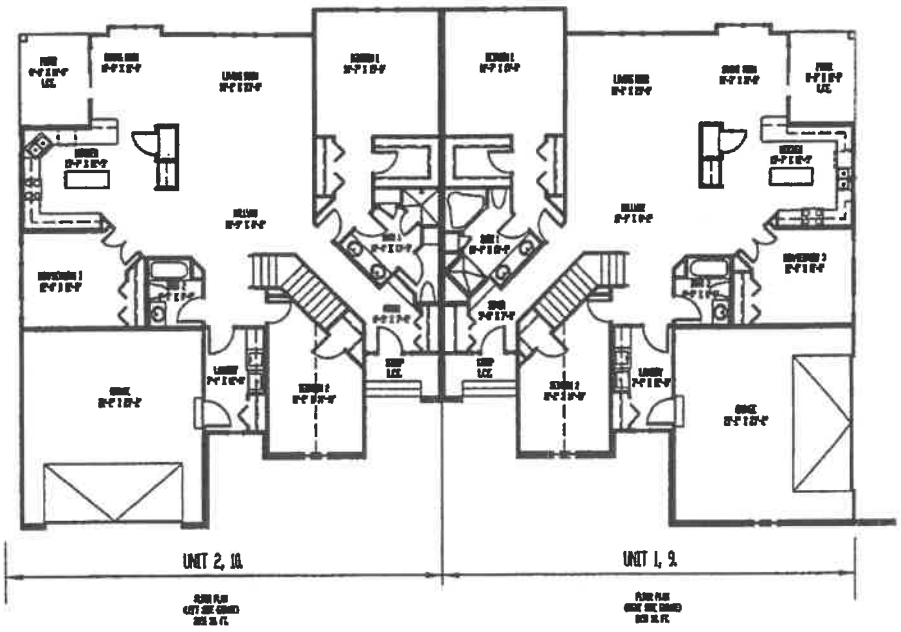
LOT 62

HUNTERS RIDGE

in SW1/4 Section 19-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

FLOOR PLAN – UNITS 1, 2, 9 & 10
NOT TO SCALE



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"HIGHLANDS OF HUNTERS RIDGE, a CONDOMINIUM"

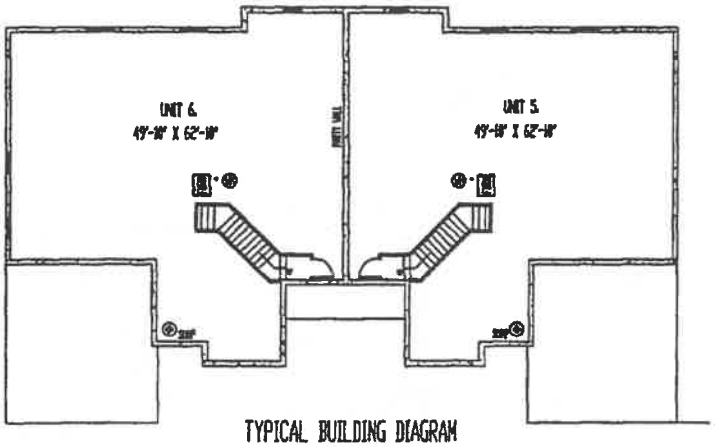
LOT 62

HUNTERS RIDGE

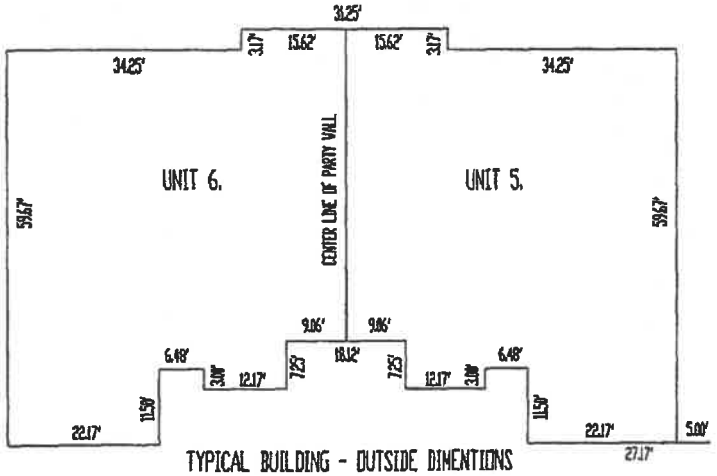
in SW1/4 Section 13-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

FOUNDATION PLAN – UNITS 5 & 6
NOT TO SCALE



TYPICAL BUILDING DIAGRAM
NOT TO SCALE



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"HIGHLANDS OF HUNTERS RIDGE, a CONDOMINIUM"

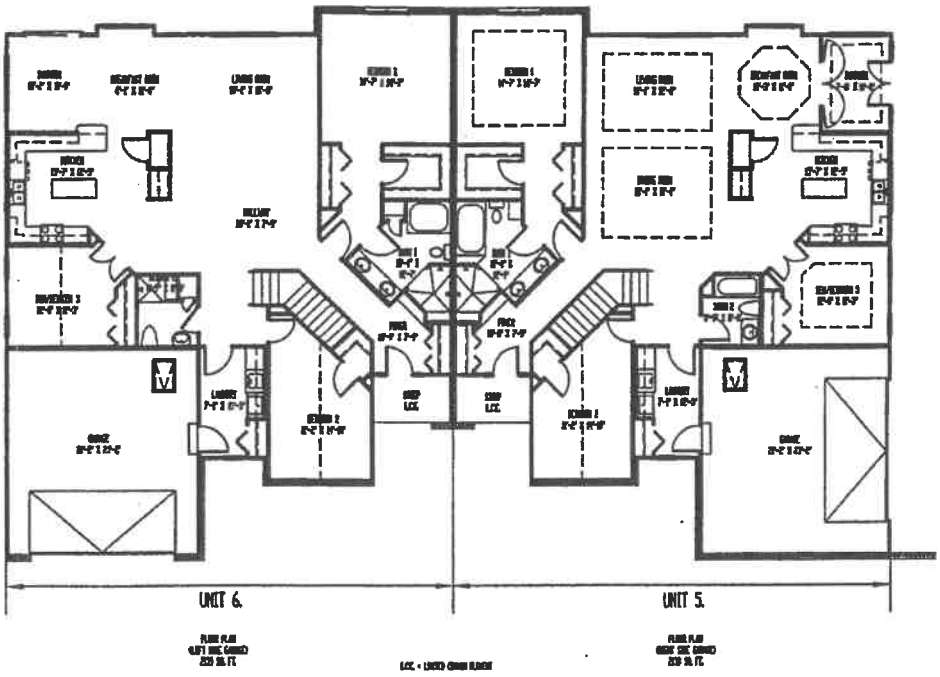
LOT 62

HUNTERS RIDGE

In SW1/4 Section 13-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

FLOOR PLAN – UNITS 5 & 6
NOT TO SCALE



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"HIGHLANDS OF HUNTERS RIDGE, a CONDOMINIUM"

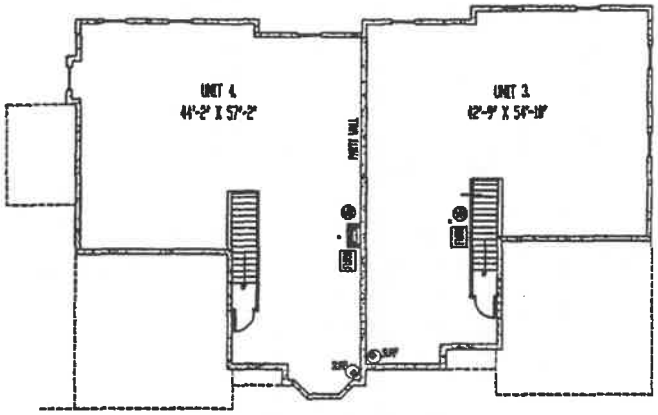
LOT 62

HUNTERS RIDGE

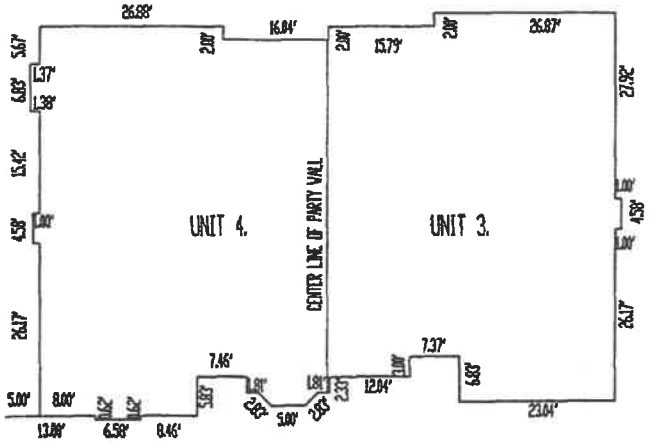
In SW1/4 Section 13-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

FOUNDATION PLAN – UNITS 3 & 4



TYPICAL BUILDING DIAGRAM
NOT TO SCALE



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"HIGHLANDS OF HUNTER'S RIDGE, a CONDOMINIUM"

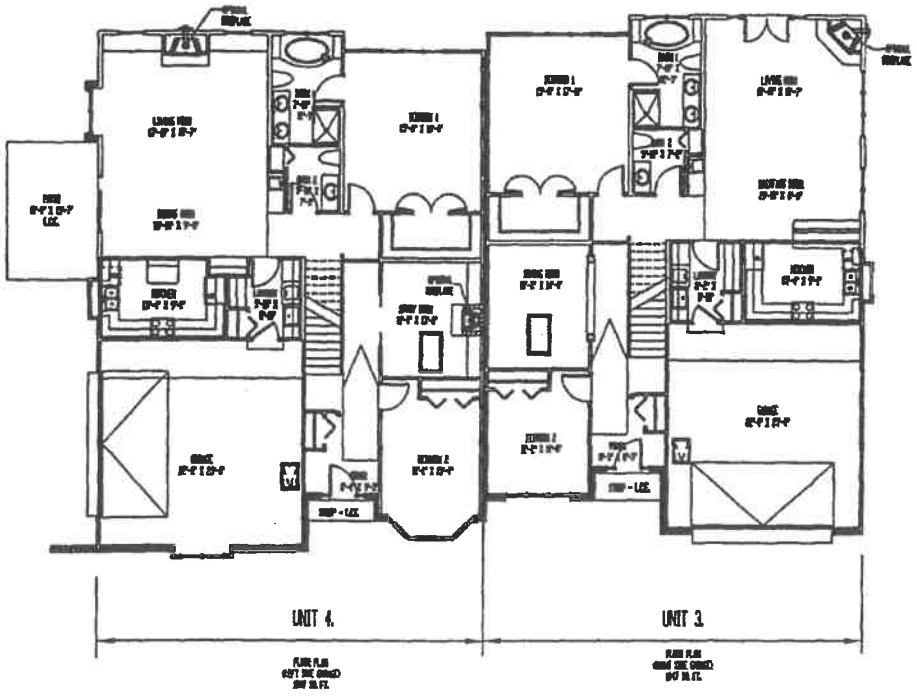
LOT 62

HUNTERS RIDGE

in SW1/4 Section 13-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

FLOOR PLAN – UNITS 3 & 4
NOT TO SCALE



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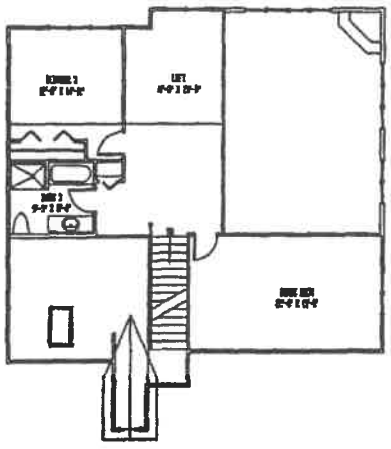


OPTIONAL SECOND FLOOR PLAN – GABRIEL UNITS 3 & 4
NOT TO SCALE

"HIGHLANDS OF HUNTERS RIDGE a CONDOMINIUM"

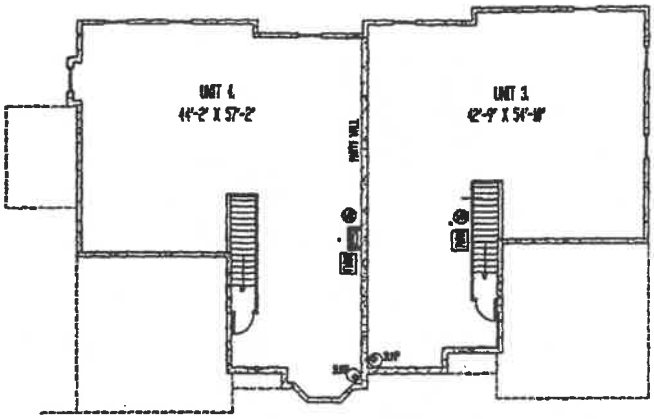
LOT 62

HUNTERS RIDGE

in SW1/4 Section 13-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

FOUNDATION PLAN – UNITS 7, 8, 11 & 12



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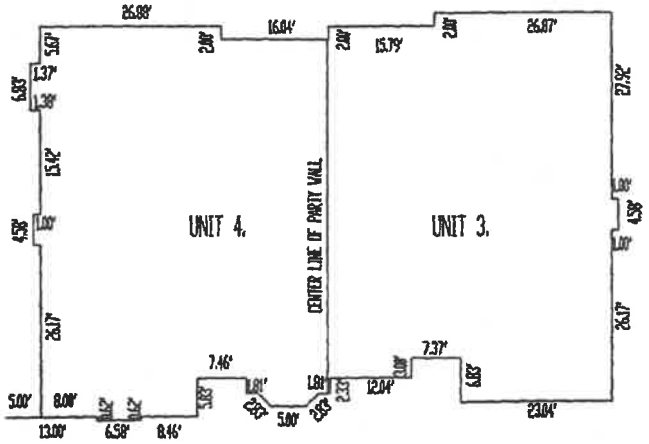

TYPICAL BUILDING - OUTSIDE DIMENTIONS
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"HIGHLANDS OF HUNTERS RIDGE a CONDOMINIUM"

LOT 62

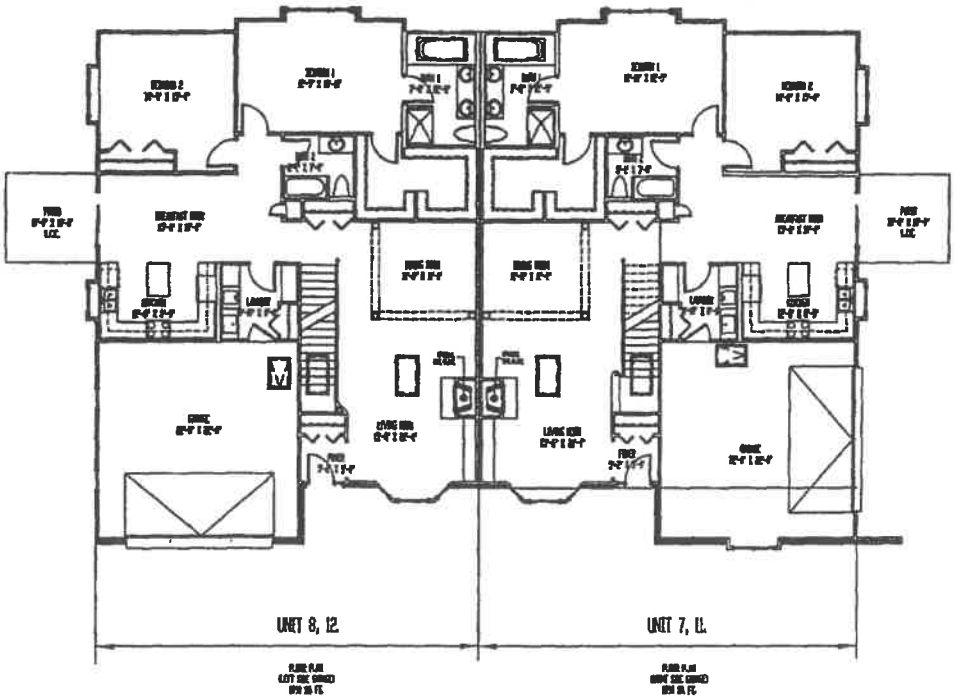
HUNTERS RIDGE

In SW1/4 Section 13-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

FLOOR PLAN – UNITS 7, 8, 11 & 12

NOT TO SCALE



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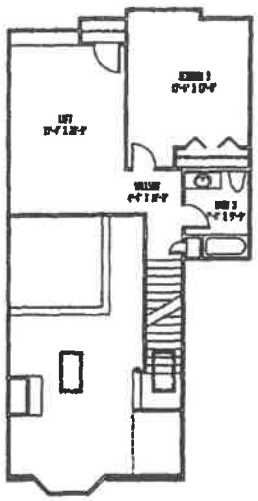

OPTIONAL SECOND FLOOR PLAN
CARRINGTON UNITS 7, 8, 11 & 12

NOT TO SCALE

BYLAWS
OF
HIGHLANDS OF HUNTERS RIDGE, A CONDOMINIUM ASSOCIATION, INC.

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FILED
09-21-2015
Clerk of Circuit Court
Kenosha County

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BYLAWS
OF
HIGHLANDS OF HUNTERS RIDGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation shall be Highlands of Hunters Ridge Condominium Association, Inc. ("Association"). The Association is a duly created Wisconsin non-stock corporation.

Section 2. Principal Office. The principal office of the Association shall be at 4011 80th Street, Kenosha, Wisconsin 53142, or at such other location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definition. As used herein, the term "Corporation" shall be synonymous with Association as defined in the Declaration of Condominium ("Declaration") of Highlands of Hunters Ridge, a Condominium ("Condominium"), and as defined in the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, and the words "Property", "Unit", "Unit Owner", "Common Expenses", "Common Profits", "Building", "Common Elements", and "Limited Common Elements", shall be defined as set forth in the Declaration and/or in the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

ARTICLE II

DIRECTORS

Section 1. Number and Term. The number of directors which shall constitute the whole board (which shall also be the "Executive Board" as the term is used in Chapter 703, Wisconsin Statutes) shall be not less than three (3) nor more than five (5). The initial Board shall be composed of three (3) Directors. Except for the initial Board, all Directors shall be Members. Within the limits above specified, the number of directors shall be determined by the Members at the annual meeting. Each director shall be elected to serve for a term of three (3) years or until his or her successor shall be elected and shall qualify. Director's terms shall be staggered so that at least one director is elected each year.

Section 2. Vacancy and Replacement. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors

duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office.

Section 3. Removal. Directors may be removed for cause by an affirmative vote of a majority of the votes of Members. No director shall continue to serve on the Board if, during his or her term of office, his or her membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors. The first or initial Board of Directors named in Article VII of the Association's Articles of Incorporation ("Articles") shall hold office and exercise all powers of the Board of Directors as provided herein. The Members of the initial Board need not be members of the Association. In addition, the members of the initial Board shall be appointed by the Declarant until such time as elections are required pursuant to Section 703.15(2)(d), Wisconsin Statutes.

Section 5. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles, or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To levy and collect according to the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the Articles and these Bylaws regular and special Assessments for Common Expenses.

B. To use and expend the assessments for Common Expenses collected to maintain, repair, replace, care for and preserve the Common and Limited Common Elements and Property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners, and for other common expenses.

C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D. To enter into and upon the Units when necessary, with as little inconvenience to the Unit Owners as possible, in connection with said maintenance, care and preservation.

E. To insure and keep insured said Property in the manner set forth in the Declaration, against loss from fire and/or other casualty and the Association and the Unit Owners against public liability arising out of the Property or business of the Association, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violations of these Bylaws and the Declaration.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the Property.

H. To make reasonable rules and regulations for the occupancy of the Units and use of the Common Elements and Limited Common Elements.

I. To acquire, rent, or lease Units in the name of the Association or a designee.

J. To contract for management of the Condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership of the Association.

K. To carry out the obligations of the Association under any easements, restrictions, or covenants running with any land submitted to Condominium ownership.

L. To maintain legal actions, on behalf of the Unit Owners, with respect to any cause of action relating to the Common Elements or Limited Common Elements.

M. To borrow money on behalf of and grant mortgages and other security interests in the Property of the Association.

N. To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.

O. To invest surplus funds.

P. To establish and adopt a policy for pets consistent with the Declaration.

Q. To enforce by all appropriate methods, and providing affected Unit Owner(s) with an opportunity to be heard, the provisions of the Articles of Incorporation, these Bylaws and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors.

Section 6. Compensation. Neither directors nor officers of the Association shall receive compensation for their services as such.

Section 7. Meetings:

A. The first meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members'

annual meeting and immediately after the adjournment of the same unless the Board of Directors unanimously agrees to a different meeting place, date and time.

B. Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail, or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him or her. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statues, the Declaration, the Articles or these Bylaws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

A. Roll call;

B. Reading of the Minutes of the last meeting;

C. Consideration of communications;

D. Resignations and elections;

E. Reports of officers and employees;

F. Reports of committees;

G. Unfinished business;

H. Original resolutions and new business;

I. Adjournment

Section 9. Annual Statement. The Board shall present, no less often than at each annual meeting, a full and clear statement of the business and conditions of the Association including a report of the operating expenses of the Association and the assessments paid by the Members.

Section 10. Appointment of Officers During Period of Declarant Control. Notwithstanding any other provision hereof, during the period of Declarant Control as provided in the Declaration, the Declarant shall have the power to appoint and remove officers of the Association or to exercise directly the powers and responsibilities otherwise assigned by the Declaration or these Bylaws to the Association or its officers.

ARTICLE III

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these Bylaws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary of the Corporation. If the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A. The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts of the Association.

B. The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. The President shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President:

A. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act.

B. The Vice-President shall exercise and discharge such other duties as may be required of him by the Board.

Section 6. The Secretary:

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose. The Secretary shall count votes at all meetings of the Members and Directors.

B. The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as otherwise required by law.

C. The Secretary shall be custodian of the corporate records and of the seal, if any, of the Association.

D. The Secretary shall keep a register of the post office address of each Member and their respective mortgagees (including land contract vendors), if any, which shall be furnished to the Secretary by such Member.

E. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the association in such depositories as may be designated by the Board of Directors.

B. The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at each meeting of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

C. The Treasurer shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Property, specifying and itemizing the maintenance and repair expenses of the Common Elements and Property and

any other expenses incurred. Such records and the vouchers authorizing payments shall be available for examination by the Members at convenient hours of week days.

D. The Treasurer may be required by the Board to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, and for the faithful performance of the duties of his office, and the restoration to the Association in case of his death, resignation, or removal from office, of all books, papers, vouchers, money, or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or other officer may resign his office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place in the City of Burlington, Wisconsin, as may be stated in the notice of the meeting.

Section 2. Annual Meeting:

A. Following the termination of Declarant Control as defined in the Declaration, an annual meeting of the Members shall be held during the month of June of each year, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.

B. At the annual meeting, the Members, by a plurality vote, shall elect Directors and transact such other business as may properly come before the meeting.

C. Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

Section 3. Membership List. At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept

for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings:

A. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of Members representing at least thirty percent (30%) of the total votes of the Association. Such request shall state the purpose or purposes of the proposed meeting. A special meeting shall be called no later than thirty (30) days after the expiration of Declarant Control as defined in the Declaration to elect all members of the Board.

B. Written notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at such address as appears on the books of the Corporation, at least ten (10) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Members of the Association possessing fifty percent (50%) of the total votes of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, the Articles, or these Bylaws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote. The Owner(s) of each Unit shall be entitled to one (1) vote. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a Unit is owned by more than one owner (individual or corporate), the vote attributable to that Unit shall not be counted if the owners are not unanimous. There shall be no fractional vote. The owners of the Unit shall file a certificate with the Secretary naming the person

authorized to cast said Unit's vote. If same is not on file, the vote of such Unit shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by a provision of the Wisconsin Statutes, the Declaration, the Articles, or these Bylaws in connection with action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and as far as practical at other Members' meetings, will be:

1. Roll call;
2. Proof of Notice of Meeting or Waiver of Notice;
3. Reading of Minutes of Prior Meeting;
4. Officers' Reports;
5. Committee Reports;
6. Elections;
7. Unfinished Business;
8. Adoption and Approval of an Annual Budget;
9. New Business;
10. Adjournment.

ARTICLE V

NOTICES

Section 1. Definitions. Whenever, under the provisions of the Wisconsin Statutes, the Declaration, the Articles, or these Bylaws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Services of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these Bylaws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is the Principal Office of the Association as provided in the Articles of Incorporation, as the same may be amended from time to time.

ARTICLE VI

FINANCES

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Vice-President, Secretary, or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments.

A. In furtherance of the provisions set forth in the Declaration, the Board of Directors shall fix Assessments adequate to meet the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair, or replacement of the Common Elements and the Limited Common Elements, (except for the patios, decks and other Limited Common Elements for which the unit owner is expressly responsible hereunder) and the costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as Common Expenses from time to time by the Board of Directors. The Board of Directors is specifically empowered on behalf of the Association to make and collect Assessments, and to maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses provided in the Declaration (except that no assessments shall be charged to unoccupied Units owned by Declarant). Said assessments shall be payable as provided in the Declaration. Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular Assessments. In addition, the Association shall establish and maintain a separate Reserve Fund into which shall be deposited, along with other monies, a transfer fee collected on a nonrefundable basis, equal to then current amount of three (3) months of Assessments as determined by the Board for Common Expenses for a Unit. This transfer fee shall be payable

by the buyer or other acquirer of title of each Unit upon each sale or other transfer of a Unit as provided in the Declaration.

B. When the Board of Directors has determined the amount of any Assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Unit Owners. All assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Audits of Accounts. The accounts and records which the Treasurer must keep pursuant to the provisions of these Bylaws may be audited by qualified independent auditors at the direction of the Board of Directors. The cost of such audits shall be a Common Expense.

ARTICLE VII

RULES AND REGULATIONS

In addition to the other provisions of these Bylaws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, which additional Rules and Regulations shall be observed and enforceable as if fully set forth herein, shall govern the use of Units and the conduct of all residents thereof.

Section 1. Use of Units. Each of the Residential Units shall be occupied and used only as a residence by the respective owners thereof, their tenants, families, servants and guests, and are restricted to that use except as permitted by the Bylaws of the Association or by resolution of the Board of Directors of the Association.

Section 2. Pet Rules and Regulations. In accordance with the provisions of Section 19.3 of the Declaration, the Board of Directors shall have the right to adopt rules and regulations restricting and regulationg the keeping of live animals within the Units and the common area (which shall be referred to as the "Pet Rules and Regulations").

Section 3. Nuisance. Neither Unit Owners, nor their tenants, families, servants, or guests shall use or permit the use of any Unit, the Common Elements, or the Limited Common Elements in any manner which would be disturbing or would be a nuisance to other owners, or in such way as to be injurious to the structures or reputation of the Condominium.

Section 4. Consistent with Act. The use of each Unit, the Common Elements and Limited Common Elements appurtenant to such Unit in the percentage specified and established in the Declaration shall be consistent with the Wisconsin Condominium Ownership Act and the Declaration.

Section 5. Observance of Laws and Rules. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Burlington, or adopted by the Association or Board of Directors.

ARTICLE VIII

DEFAULT

Section 1. Default in Payment. In the event a Unit Owner does not pay any sum, charge, transfer fee, or Assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Condominium Ownership Act. Such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property. The Association, acting on its own behalf or through its Board of Directors may, unless prohibited by the Declaration, bid on the Unit at foreclosure sale and acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintained without foreclosing or waiving the lien securing the same.

Section 2. Interest. Any Assessment or installment thereof, not paid when due shall bear interest from the date when due until paid at eighteen percent (18%) per annum or such other rate determined from time to time by resolution of the Board of Directors of the Association.

Section 3. Foreclosure Costs. If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the Unit.

Section 4. Other Default. In the event of a violation of the provisions of the Declaration, the Articles, or Bylaws, which violation is not corrected within thirty (30) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

Section 5. Attorney Fees. In the event such legal action is brought against a Unit Owner and results in a judgment for the Association, the defendant shall pay the Association's reasonable attorneys' fees and court costs.

Section 6. Agreement to Remedies. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate procedures. It is the intent

of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE IX

JOINT OWNERSHIP

Membership may be held in the name of more than one person, a partnership, limited liability company, trust, or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association and said vote may not be divided between multiple owners.

ARTICLE X

SEAL

The Corporation has no seal.

ARTICLE XI

AMENDMENT

These Bylaws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of seventy-five percent (75%) of the votes entitled to be cast by all Members who may vote either in person at the meeting or be represented by proxy to amend these Bylaws.

ARTICLE XII

PERSONAL APPLICATION

All Unit Owners, tenants of such owners, employees of owners and tenants, or any other persons that in any manner use the Property or any part thereof shall be subject to the Wisconsin Condominium Ownership Act and to the Declaration, Articles and these Bylaws. All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Wisconsin Unit Ownership Act, the Declaration, the Articles or these Bylaws, shall be deemed to be binding on all Unit Owners.

ARTICLE XIII

EFFECTIVE DATE OF BYLAWS HEREIN ESTABLISHED

These Bylaws are to be effective from the date of their adoption by the Board of Directors of the Association and shall continue in effect until they are changed or deleted by an amendment duly adopted by the Members and the Board of Directors of the Association in accordance with the provisions of Article XII hereof.

ARTICLE XIV

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to include the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of the Bylaws herein adopted be void or be or become unenforceable at law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.