Electronically Recorded
4607944
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:08/10/2021 3:54:37 PM
Total Fee: $30.00 Page(s): 26
Transfer Tax: $0.00

FIRST AMENDED AND RESTATED DECLARATION

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

MEADOWS OF RIVERPARK MERGED, A CONDOMINIUM

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)
Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

FIRST AMENDED AND RESTATED DECLARATION OF MEADOWS OF RIVERPARK MERGED, A CONDOMINIUM

Meadows of Riverpark Merged, A Condominium, was created by an Agreement of Merger and Re-Statement of the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Meadows of Riverpark, a Condominium, recorded in the Office of the Register of Deeds for Waukesha County on April 25, 2008 as Document No. 3566451.

WHEREAS, the Meadows of Riverpark Condominium Association, Inc. (the "Association") desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows:

1. LEGAL DESCRIPTION AND NAME

1.1 LEGAL DESCRIPTION. The real estate subject to the provisions of this Declaration is as described on Exhibit A attached hereto.

1.2 NAME. The aforesaid real estate and all buildings and improvements thereon is known as Meadows of Riverpark Merged, a Condominium.

2. DESCRIPTION AND LOCATION OF BUILDINGS

There are eleven (11) buildings on the real estate described in Section 1.1 above which contain a total of eighty-eight (88) living units. Eight (8) of the buildings are two (2) stories in height with four (4) living units on each floor, with each Unit having an attached garage. Three (3) of the buildings are two (2) stories in height with four (4) living units on each floor plus underground parking stalls. The Units are more fully described in the Condominium Plat attached as Exhibit A to the Re-Statement of Condominium Declaration (Document No. 3566451) and made a part hereof by reference.

3. NUMBER AND IDENTIFICATION OF UNITS

3.1 NUMBER. There are a total of eighty-eight (88) condominium units in Meadows of Riverpark Merged, a Condominium.

3.2 IDENTIFICATION. A "Unit" is that part of a building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the drywall surface of the perimeter walls, floors and ceilings of the building. The Unit shall also consist of the drywall, interior pipes and pipes in the

wall that only serve that Unit, windows, window frames, doors and door frames located within or contiguous to the Unit. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Certain of the Units shall also consist of a garage which is intended for individual, private use comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors and ceilings of the building. The garage shall also consist of the drywall, windows, window frames, doors and door frames which are located within or contiguous to the Unit. Said boundaries are shown on the Condominium Plat, together with all fixtures and improvements therein contained. A Unit and its garage may not be separated. Certain of the Units shall contain underground parking and storage areas. Each Unit within that building shall be assigned one (1) or two (2) parking stalls. In two (2) of the buildings containing underground parking, there shall be one (1) underground parking stall assigned separately from a Unit. Each Unit within a building containing underground parking shall be assigned one (1) storage area.

The post office addresses of the Units are:

Unit 11	N25 W24117 Riverpark Drive, Unit 1, Pewaukee, Wisconsin 53072
Unit 12	N25 W24117 Riverpark Drive, Unit 2, Pewaukee, Wisconsin 53072
Unit 13	N25 W24117 Riverpark Drive, Unit 3, Pewaukee, Wisconsin 53072
Unit 14	N25 W24117 Riverpark Drive, Unit 4, Pewaukee, Wisconsin 53072
Unit 15	N25 W24117 Riverpark Drive, Unit 5, Pewaukee, Wisconsin 53072
Unit 16	N25 W24117 Riverpark Drive, Unit 6, Pewaukee, Wisconsin 53072
Unit 17	N25 W24117 Riverpark Drive, Unit 7, Pewaukee, Wisconsin 53072
Unit 18	N25 W24117 Riverpark Drive, Unit 8, Pewaukee, Wisconsin 53072
Unit 21	W241 N2581 East Parkway Meadow Circle, Unit 1, Pewaukee, Wisconsin 53072
Unit 22	W241 N2581 East Parkway Meadow Circle, Unit 2, Pewaukee, Wisconsin 53072
Unit 23	W241 N2581 East Parkway Meadow Circle, Unit 3, Pewaukee, Wisconsin 53072
Unit 24	W241 N2581 East Parkway Meadow Circle, Unit 4, Pewaukee, Wisconsin 53072
Unit 25	W241 N2581 East Parkway Meadow Circle, Unit 5, Pewaukee, Wisconsin 53072
Unit 26	W241 N2581 East Parkway Meadow Circle, Unit 6, Pewaukee, Wisconsin 53072
Unit 27	W241 N2581 East Parkway Meadow Circle, Unit 7, Pewaukee, Wisconsin 53072
Unit 28	W241 N2581 East Parkway Meadow Circle, Unit 8, Pewaukee, Wisconsin 53072

Unit 31	W241 N2567 East Parkway Meadow Circle, Unit 1, Pewaukee, Wisconsin 53072
Unit 32	W241 N2567 East Parkway Meadow Circle, Unit 2, Pewaukee, Wisconsin 53072
Unit 33	W241 N2567 East Parkway Meadow Circle, Unit 3, Pewaukee, Wisconsin 53072
Unit 34	W241 N2567 East Parkway Meadow Circle, Unit 4, Pewaukee, Wisconsin 53072
Unit 35	W241 N2567 East Parkway Meadow Circle, Unit 5, Pewaukee, Wisconsin 53072
Unit 36	W241 N2567 East Parkway Meadow Circle, Unit 6, Pewaukee, Wisconsin 53072
Unit 37	W241 N2567 East Parkway Meadow Circle, Unit 7, Pewaukee, Wisconsin 53072
Unit 38	W241 N2567 East Parkway Meadow Circle, Unit 8, Pewaukee, Wisconsin 53072
Unit 41	W241 N2545 East Parkway Meadow Circle, Unit 1, Pewaukee, Wisconsin 53072
Unit 42	W241 N2545 East Parkway Meadow Circle, Unit 2, Pewaukee, Wisconsin 53072
Unit 43	W241 N2545 East Parkway Meadow Circle, Unit 3, Pewaukee, Wisconsin 53072
Unit 44	W241 N2545 East Parkway Meadow Circle, Unit 4, Pewaukee, Wisconsin 53072
Unit 45	W241 N2545 East Parkway Meadow Circle, Unit 5, Pewaukee, Wisconsin 53072
Unit 46	W241 N2545 East Parkway Meadow Circle, Unit 6, Pewaukee, Wisconsin 53072
Unit 47	W241 N2545 East Parkway Meadow Circle, Unit 7, Pewaukee, Wisconsin 53072
Unit 48	W241 N2545 East Parkway Meadow Circle, Unit 8, Pewaukee, Wisconsin 53072
Unit 51	W241 N2531 East Parkway Meadow Circle, Unit 1, Pewaukee, Wisconsin 53072
Unit 52	W241 N2531 East Parkway Meadow Circle, Unit 2, Pewaukee, Wisconsin 53072
Unit 53	W241 N2531 East Parkway Meadow Circle, Unit 3, Pewaukee, Wisconsin 53072
Unit 54	W241 N2531 East Parkway Meadow Circle, Unit 4, Pewaukee, Wisconsin 53072
Unit 55	W241 N2531 East Parkway Meadow Circle, Unit 5, Pewaukee, Wisconsin 53072
Unit 56	W241 N2531 East Parkway Meadow Circle, Unit 6, Pewaukee, Wisconsin 53072

Unit 57	W241 N2531 East Parkway Meadow Circle, Unit 7, Pewaukee, Wisconsin 53072
Unit 58	W241 N2531 East Parkway Meadow Circle, Unit 8, Pewaukee, Wisconsin 53072
Unit 61	N25 W24129 Riverpark Drive, Unit 1, Pewaukee, Wisconsin 53072
Unit 62	N25 W24129 Riverpark Drive, Unit 2, Pewaukee, Wisconsin 53072
Unit 63	N25 W24129 Riverpark Drive, Unit 3, Pewaukee, Wisconsin 53072
Unit 64	N25 W24129 Riverpark Drive, Unit 4, Pewaukee, Wisconsin 53072
Unit 65	N25 W24129 Riverpark Drive, Unit 5, Pewaukee, Wisconsin 53072
Unit 66	N25 W24129 Riverpark Drive, Unit 6, Pewaukee, Wisconsin 53072
Unit 67	N25 W24129 Riverpark Drive, Unit 7, Pewaukee, Wisconsin 53072
Unit 68	N25 W24129 Riverpark Drive, Unit 8, Pewaukee, Wisconsin 53072
Unit 71	W241 N2573 East Parkway Meadow Circle, Unit 1, Pewaukee, Wisconsin 53072
Unit 72	W241 N2573 East Parkway Meadow Circle, Unit 2, Pewaukee, Wisconsin 53072
Unit 73	W241 N2573 East Parkway Meadow Circle, Unit 3, Pewaukee, Wisconsin 53072
Unit 74	W241 N2573 East Parkway Meadow Circle, Unit 4, Pewaukee, Wisconsin 53072
Unit 75	W241 N2573 East Parkway Meadow Circle, Unit 5, Pewaukee, Wisconsin 53072
Unit 76	W241 N2573 East Parkway Meadow Circle, Unit 6, Pewaukee, Wisconsin 53072
Unit 77	W241 N2573 East Parkway Meadow Circle, Unit 7, Pewaukee, Wisconsin 53072
Unit 78	W241 N2573 East Parkway Meadow Circle, Unit 8, Pewaukee, Wisconsin 53072
Unit 81	W241 N2559 East Parkway Meadow Road, Unit 1, Pewaukee, Wisconsin 53072
Unit 82	W241 N2559 East Parkway Meadow Road, Unit 2, Pewaukee, Wisconsin 53072
Unit 83	W241 N2559 East Parkway Meadow Road, Unit 3, Pewaukee, Wisconsin 53072
Unit 84	W241 N2559 East Parkway Meadow Road, Unit 4, Pewaukee, Wisconsin 53072
Unit 85	W241 N2559 East Parkway Meadow Road, Unit 5, Pewaukee, Wisconsin 53072
Unit 86	W241 N2559 East Parkway Meadow Road, Unit 6, Pewaukee, Wisconsin 53072
Unit 87	W241 N2559 East Parkway Meadow Road, Unit 7, Pewaukee, Wisconsin 53072

Unit 88	W241 N2559 East Parkway Meadow Road, Unit 8, Pewaukee, Wisconsin 53072
Unit 91	W241 N2533 East Parkway Meadow Circle, Unit 1, Pewaukee, Wisconsin 53072
Unit 92	W241 N2533 East Parkway Meadow Circle, Unit 2, Pewaukee, Wisconsin 53072
Unit 93	W241 N2533 East Parkway Meadow Circle, Unit 3, Pewaukee, Wisconsin 53072
Unit 94	W241 N2533 East Parkway Meadow Circle, Unit 4, Pewaukee, Wisconsin 53072
Unit 95	W241 N2533 East Parkway Meadow Circle, Unit 5, Pewaukee, Wisconsin 53072
Unit 96	W241 N2533 East Parkway Meadow Circle, Unit 6, Pewaukee, Wisconsin 53072
Unit 97	W241 N2533 East Parkway Meadow Circle, Unit 7, Pewaukee, Wisconsin 53072
Unit 98	W241 N2533 East Parkway Meadow Circle, Unit 8, Pewaukee, Wisconsin 53072
Unit 101	W241 N2511 East Parkway Meadow Circle, Unit 1, Pewaukee, Wisconsin 53072
Unit 102	W241 N2511 East Parkway Meadow Circle, Unit 2, Pewaukee, Wisconsin 53072
Unit 103	W241 N2511 East Parkway Meadow Circle, Unit 3, Pewaukee, Wisconsin 53072
Unit 104	W241 N2511 East Parkway Meadow Circle, Unit 4, Pewaukee, Wisconsin 53072
Unit 105	W241 N2511 East Parkway Meadow Circle, Unit 5, Pewaukee, Wisconsin 53072
Unit 106	W241 N2511 East Parkway Meadow Circle, Unit 6, Pewaukee, Wisconsin 53072
Unit 107	W241 N2511 East Parkway Meadow Circle, Unit 7, Pewaukee, Wisconsin 53072
Unit 108	W241 N2511 East Parkway Meadow Circle, Unit 8, Pewaukee, Wisconsin 53072
Unit 111	W241 N2507 East Parkway Meadow Circle, Unit 1, Pewaukee, Wisconsin 53072
Unit 112	W241 N2507 East Parkway Meadow Circle, Unit 2. Pewaukee, Wisconsin 53072
Unit 113	W241 N2507 East Parkway Meadow Circle, Unit 3, Pewaukee, Wisconsin 53072
Unit 114	W241 N2507 East Parkway Meadow Circle, Unit 4, Pewaukee, Wisconsin 53072

Unit 115	W241 N2507 East Parkway Meadow Circle, Unit 5, Pewaukee, Wisconsin 53072
Unit 116	W241 N2507 East Parkway Meadow Circle, Unit 6, Pewaukee, Wisconsin 53072
Unit 117	W241 N2507 East Parkway Meadow Circle, Unit 7, Pewaukee, Wisconsin 53072
Unit 118	W241 N2507 East Parkway Meadow Circle, Unit 8 Pewaukee, Wisconsin 53072

The owner of a Unit shall be known as "Unit Owner".

4. COMMON ELEMENTS

The "Common Elements.' shall consist of all of the Condominium, except the Units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each Unit), roofs, foundations, entrances and exits, common pipes, common ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, pipes that serve more than one Unit, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping.

Each Unit Owner shall have an easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the Units, and provided further that the Common Elements he restored to their former condition by the Unit Owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

Each Unit Owner shall have the right of ingress to and egress from such Unit. Such rights shall be perpetual and appurtenant to the Unit ownership.

The manner of use of the Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Common Elements. or permit such, in any manner contrary to such Bylaws and rules and regulations.

5. LIMITED COMMON ELEMENTS

5.1 DESCRIPTION. A portion of the Common Elements are designated as "Limited Common Elements" as are shown on the Condominium Plat. Limited Common Elements consist of the walks, patios, or porches, if any, immediately adjacent and appurtenant to each Unit to which it is accessed by a door from a Unit and the driveway immediately adjacent and appurtenant to the garage door to each Unit, if applicable. Limited Common Elements shall be reserved for the exclusive use of the Unit to which they are appurtenant.

5.2 PARKING. Unit Owners with attached garages may park automobiles in the driveway serving a Unit, providing such parking does not interfere with the access to other Unit's garage. At no time shall a Unit Owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in the Common Elements or Limited Common Elements without first obtaining the written consent of the Association.

5.3 SATELLITE DISH. Satellite Dishes may be placed in accordance with the Rules and Regulations.

5.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

6. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each Unit shall be as follows:

Unit 11	1.1363%
Unit 12	1.1363%
Unit 13	1.1363%
Unit 14	1.1363%
Unit 15	1.1363%
Unit 16	1.1363%
Unit 17	1.1363%
Unit 18	1.1363%
Unit 21	1.1363%
Unit 21	1.1363%
Unit 23	1.1363%
Unit 24	1.1363%
Unit 25	1.1363%
Unit 26	1.1363%
Unit 27	1.1363%
Unit 28	1.1363%
Unit 31	1.1363%
Unit 32	1.1363%
Unit 33	1.1363%
Unit 34	1.1363%
Unit 35	1.1363%

Unit 36	1.1363%
Unit 37	1.1363%
Unit 38	1.1363%
Unit 41	1.1363%
Unit 42	1.1363%
Unit 43	1.1363%
Unit 44	1.1363%
Unit 45	1.1363%
Unit 46	1.1363%
Unit 47	1.1363%
Unit 48	1.1363%
Unit 51	1.1363%
Unit 52	1.1363%
Unit 53	1.1363%
Unit 54	1.1363%
Unit 55	1.1363%
Unit 56	1.1363%
Unit 57	1.1363%
Unit 58	1.1363%
Unit 61	1.1363%
Unit 62	1.1363%
Unit 63	1.1363%
Unit 64	1.1363%
Unit 65	1.1363%
Unit 66	1.1363%
Unit 67	1.1363%
Unit 68	1.1363%
Unit 71	1.1363%
Unit 72	1.1363%
Unit 73	1.1363%
Unit 74	1.1363%
Unit 75	1.1363%
Unit 76	1.1363%
Unit 77	1.1363%
Unit 78	1.1363%
Unit 81	1.1363%
Unit 82	1.1363%
Unit 83	1.1363%
Unit 84	1.1363%
Unit 85	1.1363%
Unit 86	1.1363%

Unit 87	1.1363%
Unit 88	1.1363%
Unit 91	1.1365%
Unit 92	1.1365%
Unit 93	1.1365%
Unit 94	1.1365%
Unit 95	1.1365%
Unit 96	1.1365%
Unit 97	1.1365%
Unit 98	1.1365%
Unit 101	1.1365%
Unit 102	1.1365%
Unit 103	1.1365%
Unit 104	1.1365%
Unit 105	1.1365%
Unit 106	1.1365%
Unit 107	1.1365%
Unit 108	1.1365%
Unit 111	1.1366%
Unit 112	1.1366%
Unit 113	1.1366%
Unit 114	1.1366%
Unit 115	1.1366%
Unit 116	1.1366%
Unit 117	1.1366%
Unit 118	1.1366%

7. RESIDENTIAL PURPOSE

All buildings and the Units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association.

8. ASSOCIATION OF UNIT OWNERS

8.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners (hereinafter "Association"). The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association is incorporated as a non-stock corporation under the Laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and he subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

8.2 VOTING RIGHTS. The Association shall have one class of voting stock which shall consist of all Unit Owners. Each Unit shall have one vote.

8.3 ASSOCIATION PERSONNEL. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each Unit.

8.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to Unit Owners, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which have an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year. The Association shall make an audited financial statement for the preceding fiscal year available to the holder, insurer, or guarantor of any first mortgage that is secured by a Unit on submission of a written request for it. The audited financial statement shall be made available within one hundred twenty (120) days of the fiscal year end of the Association. The cost of the audit shall be at the expense of the Association.

8.5 REMEDIES FOR VIOLATIONS BY UNIT OWNER. The Association and any aggrieved Unit Owner shall be granted a right of action against Unit Owners for failure to comply with the provisions of the Declaration, Bylaws, or Rules and Regulations, or with decisions of the Association which are made pursuant to authority granted to the Association in such documents. A Unit Owner who fails to comply with the Declaration, the Bylaws, the Association rules, or the Act, 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. Such Unit Owner shall also be responsible for the attorneys' fees and costs the Association incurs as a result of the violation.

9. REPAIRS AND MAINTENANCE

9.1 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping. In addition, the Association shall regulate the use of the Common Elements and Limited Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Common Elements or Limited Common Elements.

9.2 INDIVIDUAL UNITS AND LIMITED COMMON ELEMENTS. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for all drywall, plumbing fixtures and piping connected to the Unit which serves only that Unit, fireplace, chimney and flue, the replacement of windows, doors, lighting fixtures, refrigerators, air-conditioning equipment, all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit. Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit in a good, clean, sanitary, and attractive condition.

9.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce the value of the Condominium, or 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. A Unit Owner may make improvements or alterations within the 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.

9.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any Unit at reasonable times and under reasonable conditions when necessary to make repairs when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

9.5 IMPROVEMENTS TO LIMITED COMMON ELEMENTS. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to the Unit Owner's Unit if all 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 improvements will not interfere with the use and enjoyment of the Units of other Units 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.

5. All costs and expenses of an improvement, 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.

10. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise furnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

11. RESTRICTION ON USE AND OCCUPANCY

Each Unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. No trade shall be carried on anywhere within the Condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing.

Unit Owners may lease or rent a Unit., however, the lease must have a minimum initial term of six (6) months. No more than four (4) Units within the Condominium may be rented at any one time. In the event more than four (4) Units are being offered for rent, at any one time, the Association shall determine the ability to rent a Unit on a time-priority basis as notice is received by the Association from the Unit Owner that a tenant has been procured. No rooms in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. As a condition of the rental or lease of a Unit, the Unit Owner grants the Association power of attorney to bring an eviction action against a tenant of the Unit Owner who has failed to comply with the Declaration. the Bylaws, rules of the Association, or any act or omission that constitutes grounds for eviction under Chapter 704 of the Wisconsin Statutes, if the Unit Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. Giving notice terminating, or not renewing a tenant's lease or rental agreement within sixty (60) days after an eviction request by the Association, constitutes reasonable action to evict the tenant for purposes of this paragraph. The Association shall give the Unit Owner ten (10) days' written notice of the Association's intent to evict a tenant. The cost of the eviction shall be the responsibility of the Unit Owner and shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two (2) years after the date the assessment becomes due.

A tenant of a Unit who fails to comply with this Declaration, the Bylaws, rules of the Association, or the Act that results in a charge, fine, or assessment imposed by the Association pursuant to the Bylaws or Association rules is liable for the charge, fine, or assessment. The Unit

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 that are not paid by the tenant within thirty (30) days after receiving notice of the charge, fine, or assessment. If the Association imposes a charge, fine, or assessment as a result of a violation by the tenant of a Unit, the Association shall give notice to the tenant by any method under Wisconsin Statute Section 704.21(1)(a)-e) and to the Unit Owner of the Unit occupied by the tenant by any method under Wisconsin Statute Section 704.21(2)(a)-(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 thirty (30) days after the tenant receives the notice, the Unit Owner is liable to the Association for the unpaid amount by the tenant.

The rental or lease of a Unit constitutes an agreement by the tenant, as a condition of the Lease, to comply with this Declaration, the Bylaws, the rules of the Association, and the provisions of the Act. Within five (5) business days after entering into or renewing a written Lease Agreement, the Unit Owner shall provide a copy of the Lease Agreement and tenant contact information, including name and telephone number, to the Association. The Association shall keep a copy of the Lease Agreement on file while the Lease Agreement is in effect. Prior to the occupancy of a Unit, the Unit Owner shall provide a copy of this Declaration, the Bylaws, and the rules of the Association, to the tenant, or place the information in the Unit.

12. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. On reconstruction the design, plan and specifications of any building or Unit, may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any Unit may not vary more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

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 seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. 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 interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners

shall be assessed for the deficiency in accordance with the percentage of ownership in the Common Elements.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings the proceeds of the Association's insurance shall be paid to the Association to be applied to the cost thereof and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair the Condominium, or the Court has ordered partition of the Condominium, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the Common Elements have been completely repaired or restored, and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the Unit Owners in accordance with their percentage of ownership in the Common Elements.

13. INSURANCE

13.1 PROPERTY DAMAGE INSURANCE. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Units and Unit upgrades or betterments, together will all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. The Association is hereby designated and each Unit Owner hereby appoints the Association to represent the Unit Owners in any related proceedings, negotiations, settlements, or agreements, regarding the insurance coverage. Each Unit Owner hereby appoints the Association as an attorney-in-fact for the purpose of representation in any related proceedings, negotiations, settlements, or agreements, regarding insurance. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

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

A. Worker's compensation insurance;

B. Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

C. Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

D. Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

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

13.4 UNIT OWNER INSURANCE. The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible.

14. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, and the common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners, as well as the Units themselves, for such common expenses and for the creation of reserves for the payment of future common expenses with each Unit subject to said assessment paying an equal share of the assessment. Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws.

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.

No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by the abandonment of his Unit.

All common expenses and assessments, when due, together with late fees, interest, and attorney's fees and costs, if any, shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two 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 two year period it is filed.

A lien for delinquent common expenses that the Association assesses against a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due, to the extent the same is set forth in the Act. In addition, a lien for common expenses will not be affected by the sale or transfer of a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale to the extent the same is set forth in the Act, but will not release any subsequent Unit Owner from paying any further assessments.

The Association is granted the power to collect levied assessments from the Unit Owners in accordance with legal remedies available if the assessments are not paid when they are due. The assessments, including late fees and interest at a rate set forth in the Rules and Regulations, costs and reasonable attorneys' fees, shall become a lien against the Unit.

All sums assessed by an association, but unpaid for, regarding the share of the common expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto prior to all other liens except those specified in the Act.

The common surpluses resulting from the operation of the Condominium shall be credited to the Unit Owner's assessments for common expenses, or shall be used for any other purpose as the Association decides, or shall be refunded to the Unit Owners with each Unit receiving a share of said surplus in proportion to the dues paid by the Unit Owner during the preceding twelve (12) month period.

A grantee of a Unit is entitled to a statement from the Association, or the Board of Directors, setting forth the amount of unpaid assessments against the grantor of a Unit. The grantee of a Unit is not liable for, nor shall the Unit conveyed be subject to a lien that is not filed for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association, or the Board of Directors, does not provide such a statement within ten (10) business days after the grantee's request, the Association is barred from claiming under any lien that is not filed prior to the request for the statement against the grantee.

15. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Units as between such co-owners.

16. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

17. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

17.1 UTILITIES. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and Limited Common Elements.

17.2 PERMITS, LICENSES AND EASEMENTS. The Association, by and through the Board of Directors, shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

17.3 ENCROACHMENTS. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachments occurred due to the willful conduct of said owner or owners.

17.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit or and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section.

18. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

19. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of at least Sixty-seven percent (67%) of the aggregate votes of the Unit Owners. 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, to the extent the same is required by the Act. The documents submitting the amendment for recording shall state that the required consents and approval for the amendment were received. A copy of the amendment shall he recorded with the Register of Deeds for Waukesha County and a copy of the amendment shall also be mailed, emailed, or personally delivered to each Unit Owner at his address on file with the Association. In addition to the foregoing, this Declaration may be amended in any other manner provided under the Act. No action to challenge the validity of an amendment under this Section may be brought more than one (1) year after the amendment is recorded.

20. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all Unit Owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Waukesha County, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Waukesha County, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. Upon removal of any property from the Act. the property shall he 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.

21. NOTICES

21.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All Unit Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall he deemed to have discharged his duty with respect to the giving of notice by mailing it, emailing it, or having it delivered personally to such address as is on file with him.

21.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage (an eligible mortgage holder), upon written request to the Association will be entitled to timely written notice of

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any Unit, (4) the purposes to which any Unit or the Common Elements are restricted, (5) in assessments that raise the previous assessed amount by more than Twenty five percent (25%), (6) the reserves for maintenance, repair and replacement of common elements which results in a reduction, (7) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project, (8) imposition of any restrictions on the leasing of Units, (9) imposition or restriction on a Unit Owner's right to sell or transfer his Unit, or (10) the restoration or repair of the project in a manner other than specified in the document.

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owned by a Unit Owner or a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

22. FURTHER MATTERS

All present and future owners of Units, tenants of such owners and any other occupants of Units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of 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, tenant 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, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Act.

23. RESIDENT AGENT

The resident or registered agent shall be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

24. NUMBER AND GENDER

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

25. CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof

26. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

27. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of the Declaration or Plat and any provisions of any Bylaws, the provisions of the Declaration or Plat shall control. If there is any conflict between any provisions of the Declaration, the Plat, or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

This First Amended and Restated Declaration complies with the requirements of the Declaration at Section 20, and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than sixty-seven percent (67%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this First Amended and Restated Declaration of Condominium for Meadows of Riverpark Merged, a Condominium, this 2 day of August, 2021.

MEADOWS OF RIVERPARK CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Robin K. Knoll, President

Robin Knoll

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by Robin Knoll, as President of Meadows of Riverpark Condominium Association, Inc. on this 2nd day of August, 2021.

JENNIFER ARELLANO NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin
Name: Jennifer Arellano
My Commission Expires: 1/1/2022

EXHIBIT A

Legal Description

Units 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, 36, 37, 38, 41, 42, 43, 44, 45, 46, 47, 48, 51, 52, 53, 54, 55, 56, 57, 58, 61, 62, 63, 64, 65, 66, 67, 68, 71, 72, 73, 74, 75, 76, 77, 78, 81, 82, 83, 84, 85, 86, 87, 88, 91, 92, 93, 94, 95, 96, 97, 98, 101, 102, 103, 104, 105, 106, 107, 108, 111, 112, 113, 114, 115, 116, 117 and 118 in the Meadows of Riverpark Merged, A Condominium, created by an "Agreement of Merger and Re-Statement of the Condominium Declarations of Conditions, Covenants, Restrictions and Easements" for Meadows of Riverpark, a Condominium, recorded on April 25, 2008, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 3566451, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Pewaukee, County of Waukesha, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Unit Designation	Post Office Address
PWC 0924980009	Unit 11	N25 W24117 Riverpark Drive, Unit 1
PWC 0924980010	Unit 12	N25 W24117 Riverpark Drive, Unit 2
PWC 0924980011	Unit 13	N25 W24117 Riverpark Drive, Unit 3
PWC 0924980012	Unit 14	N25 W24117 Riverpark Drive, Unit 4
PWC 0924980013	Unit 15	N25 W24117 Riverpark Drive, Unit 5
PWC 0924980014	Unit 16	N25 W24117 Riverpark Drive, Unit 6
PWC 0924980015	Unit 17	N25 W24117 Riverpark Drive, Unit 7
PWC 0924980016	Unit 18	N25 W24117 Riverpark Drive, Unit 8
PWC 0924981009	Unit 21	W241 N2581 East Parkway Meadow Circle, Unit 1
PWC 0924981010	Unit 22	W241 N2581 East Parkway Meadow Circle, Unit 2
PWC 0924981011	Unit 23	W241 N2581 East Parkway Meadow Circle, Unit 3
PWC 0924981012	Unit 24	W241 N2581 East Parkway Meadow Circle, Unit 4
PWC 0924981013	Unit 25	W241 N2581 East Parkway Meadow Circle, Unit 5
PWC 0924981014	Unit 26	W241 N2581 East Parkway Meadow Circle, Unit 6
PWC 0924981015	Unit 27	W241 N2581 East Parkway Meadow Circle, Unit 7
PWC 0924981016	Unit 28	W241 N2581 East Parkway Meadow Circle, Unit 8
PWC 0924982009	Unit 31	W241 N2567 East Parkway Meadow Circle, Unit 1
PWC 0924982010	Unit 32	W241 N2567 East Parkway Meadow Circle, Unit 2
PWC 0924982011	Unit 33	W241 N2567 East Parkway Meadow Circle, Unit 3
PWC 0924982012	Unit 34	W241 N2567 East Parkway Meadow Circle, Unit 4
PWC 0924982013	Unit 35	W241 N2567 East Parkway Meadow Circle, Unit 5
PWC 0924982014	Unit 36	W241 N2567 East Parkway Meadow Circle, Unit 6
PWC 0924982015	Unit 37	W241 N2567 East Parkway Meadow Circle, Unit 7
PWC 0924982016	Unit 38	W241 N2567 East Parkway Meadow Circle, Unit 8
PWC 0924983009	Unit 41	W241 N2545 East Parkway Meadow Circle, Unit 1
PWC 0924983010	Unit 42	W241 N2545 East Parkway Meadow Circle, Unit 2
PWC 0924983011	Unit 43	W241 N2545 East Parkway Meadow Circle, Unit 3
PWC 0924983012	Unit 44	W241 N2545 East Parkway Meadow Circle, Unit 4
PWC 0924983013	Unit 45	W241 N2545 East Parkway Meadow Circle, Unit 5
PWC 0924983014	Unit 46	W241 N2545 East Parkway Meadow Circle, Unit 6
PWC 0924983015	Unit 47	W241 N2545 East Parkway Meadow Circle, Unit 7

Tax Key	Unit Designation	Post Office Address
PWC 0924983016	Unit 48	W241 N2545 East Parkway Meadow Circle, Unit 8
PWC 0924984009	Unit 51	W241 N2531 East Parkway Meadow Circle, Unit 1
PWC 0924984010	Unit 52	W241 N2531 East Parkway Meadow Circle, Unit 2
PWC 0924984011	Unit 53	W241 N2531 East Parkway Meadow Circle, Unit 3
PWC 0924984012	Unit 54	W241 N2531 East Parkway Meadow Circle, Unit 4
PWC 0924984013	Unit 55	W241 N2531 East Parkway Meadow Circle, Unit 5
PWC 0924984014	Unit 56	W241 N2531 East Parkway Meadow Circle, Unit 6
PWC 0924984015	Unit 57	W241 N2531 East Parkway Meadow Circle, Unit 7
PWC 0924984016	Unit 58	W241 N2531 East Parkway Meadow Circle, Unit 8
PWC 0924985009	Unit 61	N25 W24129 Riverpark Drive, Unit 1
PWC 0924985010	Unit 62	N25 W24129 Riverpark Drive, Unit 2
PWC 0924985011	Unit 63	N25 W24129 Riverpark Drive, Unit 3
PWC 0924985012	Unit 64	N25 W24129 Riverpark Drive, Unit 4
PWC 0924985013	Unit 65	N25 W24129 Riverpark Drive, Unit 5
PWC 0924985014	Unit 66	N25 W24129 Riverpark Drive, Unit 6
PWC 0924985015	Unit 67	N25 W24129 Riverpark Drive, Unit 7
PWC 0924985016	Unit 68	N25 W24129 Riverpark Drive, Unit 8
PWC 0924986009	Unit 71	W241 N2573 East Parkway Meadow Circle, Unit 1
PWC 0924986010	Unit 72	W241 N2573 East Parkway Meadow Circle, Unit 2
PWC 0924986011	Unit 73	W241 N2573 East Parkway Meadow Circle, Unit 3
PWC 0924986012	Unit 74	W241 N2573 East Parkway Meadow Circle, Unit 4
PWC 0924986013	Unit 75	W241 N2573 East Parkway Meadow Circle, Unit 5
PWC 0924986014	Unit 76	W241 N2573 East Parkway Meadow Circle, Unit 6
PWC 0924986015	Unit 77	W241 N2573 East Parkway Meadow Circle, Unit 7
PWC 0924986016	Unit 78	W241 N2573 East Parkway Meadow Circle, Unit 8
PWC 0924987009	Unit 81	W241 N2559 East Parkway Meadow Road, Unit 1
PWC 0924987010	Unit 82	W241 N2559 East Parkway Meadow Road, Unit 2
PWC 0924987011	Unit 83	W241 N2559 East Parkway Meadow Road, Unit 3
PWC 0924987012	Unit 84	W241 N2559 East Parkway Meadow Road, Unit 4
PWC 0924987013	Unit 85	W241 N2559 East Parkway Meadow Road, Unit 5
PWC 0924987014	Unit 86	W241 N2559 East Parkway Meadow Road, Unit 6
PWC 0924987015	Unit 87	W241 N2559 East Parkway Meadow Road, Unit 7
PWC 0924987016	Unit 88	W241 N2559 East Parkway Meadow Road, Unit 8
PWC 0924988009	Unit 91	W241 N2533 East Parkway Meadow Circle, Unit 1

Tax Key	Unit Designation	Post Office Address
PWC 0924988010	Unit 92	W241 N2533 East Parkway Meadow Circle, Unit 2
PWC 0924988011	Unit 93	W241 N2533 East Parkway Meadow Circle, Unit 3
PWC 0924988012	Unit 94	W241 N2533 East Parkway Meadow Circle, Unit 4
PWC 0924988013	Unit 95	W241 N2533 East Parkway Meadow Circle, Unit 5
PWC 0924988014	Unit 96	W241 N2533 East Parkway Meadow Circle, Unit 6
PWC 0924988015	Unit 97	W241 N2533 East Parkway Meadow Circle, Unit 7
PWC 0924988016	Unit 98	W241 N2533 East Parkway Meadow Circle, Unit 8
PWC 0924989009	Unit 101	W241 N2511 East Parkway Meadow Circle, Unit 1
PWC 0924989010	Unit 102	W241 N2511 East Parkway Meadow Circle, Unit 2
PWC 0924989011	Unit 103	W241 N2511 East Parkway Meadow Circle, Unit 3
PWC 0924989012	Unit 104	W241 N2511 East Parkway Meadow Circle, Unit 4
PWC 0924989013	Unit 105	W241 N2511 East Parkway Meadow Circle, Unit 5
PWC 0924989014	Unit 106	W241 N2511 East Parkway Meadow Circle, Unit 6
PWC 0924989015	Unit 107	W241 N2511 East Parkway Meadow Circle, Unit 7
PWC 0924989016	Unit 108	W241 N2511 East Parkway Meadow Circle, Unit 8
PWC 0924990009	Unit 111	W241 N2507 East Parkway Meadow Circle, Unit 1
PWC 0924990010	Unit 112	W241 N2507 East Parkway Meadow Circle, Unit 2
PWC 0924990011	Unit 113	W241 N2507 East Parkway Meadow Circle, Unit 3
PWC 0924990012	Unit 114	W241 N2507 East Parkway Meadow Circle, Unit 4
PWC 0924990013	Unit 115	W241 N2507 East Parkway Meadow Circle, Unit 5
PWC 0924990014	Unit 116	W241 N2507 East Parkway Meadow Circle, Unit 6
PWC 0924990015	Unit 117	W241 N2507 East Parkway Meadow Circle, Unit 7
PWC 0924990016	Unit 118	W241 N2507 East Parkway Meadow Circle, Unit 8

COPY

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

2013 JUN 11 AM 9:39

ARTICLES OF INCORPORATION
OF
MEADOWS OF RIVERPARK CONDIMINIUM ASSOCIATION, INC.

Nonstock Corporation

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes:

ARTICLE 1

NAME

The name of the corporation is Meadows of Riverpark Condominium Association, Inc. (hereinafter referred to as the "Association").

ARTICLE 2

ORGANIZATION

The corporation is organized under Chapter 181 of the Wisconsin Statutes.

ARTICLE 3

PURPOSE

The Association is organized to serve as an association of condominium unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Meadows of Riverpark Merged, a Condominium created under Chapter 703 of the Wisconsin Statutes, located in the Town of Pewaukee, Waukesha County, Wisconsin. The purposes of the corporation shall be to engage in any lawful activities authorized by Chapter 181 of the Wisconsin States.

ARTICLE 4

REGISTERED AGENT

The name and address of the initial registered agent is Deborah De Fere, 5645 N. Green Bay Avenue, Glendale, WI 53209.

STATE OF WISCONSIN
FILED
JUN 17 2013
DEPARTMENT OF
FINANCIAL INSTITUTIONS

WI - DFI CORP
FILE ID# → M086272

ARTICLE 5

PRINCIPAL OFFICE

The mailing address of the initial principal office is: 5645 N. Green Bay Avenue, Glendale, WI 53209.

ARTICLE 6

AMENDMENT

These articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 7

PERIOD OF EXISTENCE

The period of existence of the corporation shall be perpetual.

ARTICLE 8

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of directors. The number of Directors may be fixed by the Bylaws, but shall not be less than three (3).

ARTICLE 9

MEMBERSHIP

Every Owner of a Unit in Meadows of Riverpark, Merged, a Condominium, located in the Town ofPewaukee, Waukesha County, Wisconsin shall be entitled and required to be a member of the Association.

ARTICLE 10

NON-PROFIT STATUS

No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any member or individual. Following the Association's wind up of its affairs and upon

its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member's interest. Furthermore, following the wind-up of the association's affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees or assessments) following the wind-up of its affairs shall, at the time of the Association's liquidation, be distributed to a religious, scientific, educational, benevolent or other corporation or association that is organized and conducted not for pecuniary benefit.

ARTICLE 11

INCORPORATOR

The name and the address of the incorporator is Adam Bazelon, Esq., 8989 N. Port Washington Road, Suite 211, Milwaukee, WI 53217.

Dated this 6th day of June, 2013.

Adam S. Bazelon

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me on the 5th day of June, 2013, the above-named Adam S. Bazelon to me known to be the person who executed the foregoing instrument and acknowledged the same.

Michelle Huber
Notary Public, State of Wisconsin
My commission expires: March 2, 2014.

This document was drafted by Adam S. Bazelon, Esq.
After recording, return to:
Adam S. Bazelon, Esq.
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, Suite 211
Milwaukee, WI 53217
Phone number: 414-352-0400

AMENDED AND RESTATED BYLAWS

OF

MEADOWS OF RIVERPARK CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

The following are adopted as the Amended and Restated Bylaws of Meadows of Riverpark Condominium Association, Inc. (hereinafter referred to as the "Association"), which is a non-stock, non-profit corporation formed and organized to serve as an Association of the owners of Units (hereinafter referred to as "Unit Owners") who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration, which is incorporated by reference.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 MEMBERS. The Association shall have one class of members, and the rights and qualifications of the members are as follows:

1. Defined. Members shall be all Unit Owners and shall have one vote for each Unit owned. Every Unit Owner upon acquiring ownership automatically becomes a member of the Association and remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association shall automatically cease.

2. One Vote Per Unit. One membership and one vote shall exist for each Unit. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interest must be voted pursuant to the nomination contained in the Membership List. The Association may prohibit any Unit Owner from voting at a meeting if the Association has a recorded 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.

3. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each Unit and the person designated to cast the one vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

Every Unit Owner shall furnish the Association with his or her name and current mailing address, and email address, if any. No Unit Owner may vote at a meeting of the Association unless this information is furnished.

4. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new Owner, identification of Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meeting shall consist of a majority of votes entitled to vote. Votes may be cast in person, by proxy, or electronically (remotely through electronic means) in accordance with designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. Proxies may be filed with the Management Company via email or other electronic means. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. 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 as originally noticed.

2.3 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, emailed, or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held during the second quarter of each year, or at other such time as designated by the Board of Directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

2.4 ACTION WITHOUT A MEETING BY WRITTEN/ABSENTEE BALLOT. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these Bylaws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article II, Section 2.3 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements,

the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary via email, or other electronic means. Once received by the Secretary of the Association, a written ballot may not be revoked.

ARTICLE III

BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. The Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these Bylaws.

3.3 ELECTION AND TERM OF DIRECTOR. The members shall elect five (5) directors

who shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided. The directors' terms shall be staggered so that the term of at least one-third of the directors shall expire in each year.

3.4 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 REGULAR MEETINGS AND NOTICE. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.7 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally, by mail, or by email or other electronic means, which notice shall state the time, place and purpose of the meeting.

3.8 WAIVER OF NOTICE. Before, at or after 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 him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 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 act of the majority of the directors present at a meeting at which a quorum is present shall be the act 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 without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 FIDELITY BONDS. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

3.11 COMPENSATION. No director of the Association shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.

3.12 INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be submitted (electronic submissions are permitted) by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as unanimous vote, and shall be recorded in the minutes of the subsequent Board meeting.

ARTICLE IV

OFFICERS

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 VICE-PRESIDENT. The Vice-President shall be selected from among the members of the Board of Directors and shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 SECRETARY. The Secretary shall be selected from among the members of the Board of Directors and shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

4.5 TREASURER. The Treasurer shall be selected from among the members of the Board of Directors and shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He 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 depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association; if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.7 COMPENSATION. No officer of the Association shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the

Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 RULES AND REGULATIONS. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units, Common Elements, and Limited Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units, Common Elements, and Limited Common Elements by persons entitled thereto.

5.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated expenses of the Association for the ensuing year. The amounts required by such budget shall be allocated among, and assessed against the Units as set forth in the Declaration. The assessment shall be prorated and paid monthly to the Association on or before the first day of each month. If any payment is not made within ten (10) days of the due date, a late fee may be assessed and the charges shall bear interest at the rate set forth in the Rules and Regulations until paid in full.

5.4 OPERATING BUDGET. The annual operating budget shall set forth all of the following:

(a) All anticipated common expenses and any amounts to be allocated to a reserve fund.

(b) The amount and purpose of any other anticipated Association expenditures.

(c) The amount in any reserve fund 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.

The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all expenses of the Association which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, lawn care and snow removal, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, the directors may charge all of part of the expense against the reserve fund and/or levy a further assessment against the Units which are subject to assessment equally.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any Unit whose owner wishes to sell or lease to the Association. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit Owner or Unit Owners responsible for any lien which is paid by the Association, but not the obligation of the Association, shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible thereof.

The Board of Directors 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 fund.

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

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

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

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

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of the assessments payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 DEFAULT. If a member of the Association is in default in payment of any assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and

there shall be added to the amount due the collection costs and any late fees, interest, together with the actual attorney's fees incurred by the Association.

5.6 MANNER OF BORROWING MONEY. Upon the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess Unit Owners a charge sufficient to cover monthly principal amortization and interest. The President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents.

5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY. Upon the written consent of seventy-five percent (75%) or more of the Unit Owners, the Association may acquire land in its own name. The President and Secretary on behalf of the Association shall be authorized to execute necessary documents to effectuate the acquisition.

Upon written consent of One hundred percent (100%) of Unit Owners and mortgagees portions of the Property as described in the Declaration may be sold. However, the Declaration shall be amended to reflect such sale. Proceeds of any sale shall be divided among the Unit Owners according to their percentage of ownership in Common Elements.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 RULES AND REGULATIONS. The Units, Common Elements, and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations of the Association, including the following:

(a) USE. No Unit to be occupied or used for any purposes other than a single family private residence.

(b) OBSTRUCTIONS. There shall be no obstruction of the Common Elements and nothing shall be stored therein without the prior consent of the Association.

(c) INCREASE OF INSURANCE RATES. Nothing shall be done or kept in any Unit, Common Element, or Limited Common Element which will increase the rate of insurance on the Condominium without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or Limited Common Element which will result in the cancellation of insurance on any Unit or any part of the Condominium, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements or Limited Common Elements.

(d) ANIMALS. No reptiles or uncaged birds shall be permitted within the Condominium. Unit Owners may keep no more than two (2) animals per Unit; provided, however, that:

(i) The animal is under twenty-six (26") inches in height when measured from the base of its fore-paw to the top of the corresponding shoulder;

(ii) The animal is not permitted on any of the Common Elements while unattended or unleashed;

(iii) The individual attending the animal immediately disposes of any and all of the animal's solid waste in the manner prescribed by the Association;

(iv) The owner of the animal complies with such rules of animal ownership as may be promulgated by the Association; and

(v) The animal must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein or otherwise violates the terms of this Paragraph 6.i.e. or rules promulgated under subparagraph (iv).

(vi) Any and all costs of repairing damage caused by an animal shall be borne by its owner. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly animal fee in an amount of Five hundred Dollars ($500.00) per month or part thereof until the owner has complied. Such animal fee may be collected in the same manner as assessments under Section 5.3.

(e) NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on in any Unit, the Common Elements or the Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(f) ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

(g) CONFLICT. The above rules and regulations and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

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

6.2 MAINTENANCE AND REPAIR OF UNITS. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own Unit which if omitted would affect the Condominium or a portion belonging to other Unit Owners, and such Unit Owners shall be personally liable to the Association for any damages caused by their failure to do so.

6.3 LIMITED COMMON ELEMENTS. Every Unit Owner must maintain the Limited Common Elements appurtenant to his Unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every Unit Owner shall have the right to decorate the Limited Common Elements appurtenant to his Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association.

6.4 ADDITIONAL RULES AND REGULATIONS. Additional rules and regulations concerning the use of the Common Elements and Limited Common Elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to their effective date.

ARTICLE VII

GENERAL

7.1 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

7.2 SEAL. The Board of Directors may authorize the use of a corporate seal which, if used, shall be circular in form and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Wisconsin".

ARTICLE VIII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of Unit Owners having Sixty-seven percent (67%) or more of the votes.

ARTICLE IX

MISCELLANEOUS

9.1 RECORD OF OWNERSHIP. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such Unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of this title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

9.2 MORTGAGES. Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of this mortgagee upon request of the Board of Directors, and shall maintain all such information in the record of ownership of the Association. The Board of Directors at the written request of any mortgagee shall furnish timely written notice of

A. Any condemnation loss or any casualty loss which affects the material portion of the property or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments owed by a Unit Owner subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.

C. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;

D. Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any prospective purchaser of any Unit or interest therein shall report to such person the amount of any assessments against such Unit then due and unpaid.

The Association shall be required to make available to Unit Owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

9.3 BOOKS OF RECEIPTS AND EXPENDITURES: AVAILABILITY FOR EXAMINATION. The Association shall keep detailed, accurate records using standard bookkeeping procedures or 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.

9.4 INDEMNITY OF OFFICERS AND DIRECTORS. The Association shall indemnify a director or officer, to the extent that he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because lie or she is a director or officer of the Association.

The Association shall indemnify a director or officer against liability incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the Association, unless liability was incurred because the director or officer breached or failed to perform a duty that he or she owes to the Association and the breach or failure to perform constitutes any of the following:

A. A willful failure to deal fairly with the Association or its members in connection with the matter in which the director or officer has a material conflict of interest.

B. A violation of the criminal law, unless the director or officer had reasonable cause to believe that his or her conduct was lawful or know reasonable cause to believe that his or her conduct was unlawful.

C. A transaction from which the director or officer derived an improper personal profit or benefit.

D. Willful misconduct.

Determination of whether indemnification is required shall be made under Wisconsin Statute Section 181.0873. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

A director or officer who seeks indemnification shall make a written request to the Association.

9.5 SUBORDINATION. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Ownership Act.

9.6 INTERPRETATION. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

These Amended and Restated Bylaws were adopted by at least 67% of the Members' votes on October 4, 2021.

- End of Bylaws -

RULES AND REGULATIONS FOR THE MEADOWS OF RIVERPARK, MERGED, A CONDOMINIUM

Below are the rules and regulations in effect as of October 1, 2014 for the Meadows of Riverpark, Merged, A Condominium. This is not an exhaustive list. Additional rules and regulations are contained in the Declaration and Bylaws of the Association. All Rules and Regulations apply equally to owners, tenants and visitors. The Board of Directors and the management company, acting on their behalf, reserves the right to enforce these rules and regulations in any manner they deem necessary and at all times.

I. USE OF COMMON AREAS

1. **Pets**. Per Article VI of our Bylaws:
   - Reptiles, uncaged birds are prohibited.
   - More than two (2) pets per unit is prohibited.
   - Pets must be under twenty-six (26) inches from the base of its fore-paw to the top of the corresponding shoulder when fully grown.
   - No pet is permitted on any of the Common Elements while unattended or unleashed.
   - Pet waste must be picked up and property disposed of immediately.
   - Pet owners are responsible for the repair or replacement of grass, bushes, trees or any other property damaged by their pets.

   (See Article VI of our Bylaws for further information regarding pets.)
2. **Patios and Decks.** Patios and decks are to be maintained in a proper manner. They may not be used for storage of items which are not commonly used on patios. Hummingbird feeders are not allowed. Decorations are limited to plants, US flags, and decorations that do not change the general appearance of the building. Owners with balconies may not allow debris or liquids to fall on patios below. *(Owners with balconies should be particularly careful not to allow water when watering plants nor bird seed from bird feeders to fall on patios below.)*
3. **Holiday Decorations.** Outside holiday decorations are allowed only during the time period from 30 days before the holiday to 30 days after the holiday.
4. **Common Areas.** No items may be put on common areas (all areas outside of buildings except patios and decks) except for planters and other garden items. Planters should be kept close to buildings and not interfere with lawn mowing operations. Hoses may not be left on lawns. No personal items may be stored in water closets (Buildings 1-8). Smoking materials must be properly disposed of and not left in common areas.
5. **Landscaping.** Personal landscaping is subject to approval of the Board of directors. Only plants and bushes are allowed. No plants and/or bushes that require regular maintenance by the Association such as trimming, interfere with lawn mowing or snow removal, or exceed the height of the windowsills will be allowed.

6. **Signs.** US Flags and political signs are allowed in accordance with State law. Political Signs may only be displayed from inside the unit and should not exceed the size of regular campaign posters. Political signs are to be removed within 10 days of the general election to which they pertain. No signage is permitted in common areas except "For Sale" and "For Rent" signs. Only one sign is permitted per resident unit and may not exceed 24 inches in width and 40 inches in height.
7. **Satellite Dishes.** In accordance with the Federal Communications Rules governing Over- the-Air reception devices, unit owners and their assigns may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches and "diameter" is the distance measured across the widest part of the dish. Said dish may be installed only in the unit or in the limited common elements adjacent to the unit and may not extend beyond the limited common elements. The Board reserves the right further to restrict satellite dishes where it is required for the safety of the residents of the Association. No TV satellite dishes may be mounted on or attached to common elements of the buildings which includes the roofs after August 1, 2012. All satellite dishes installed on roofs prior to August 1, 2012 will be removed when the roof of the building is replaced. The cable to the dish must be as inconspicuous as possible. The owner of the dish is responsible for all damage, including damage due to water leakage, caused by the installation.
8. **Mailboxes.** Residents should remove complementary newspapers and flyers next to or below their mailboxes at least once each week.
9. **Garbage Pickup.** Garbage and trash should be put out only on the day of pick up. All garbage and trash containers should be returned to garages within 24 hours following pick up.
10. **Vehicle Maintenance.** Washing vehicles is permitted only outside and in individual garages. Maintenance work may not be done on vehicles in common areas at any time. Parking stalls (Buildings 9-11) may not be used for major automobile or other vehicle repairs, and the like. This includes engine overhauls, transmission repairs, brake and exhaust repairs and the like. Minor vehicle repairs such as battery replacement, tire repairs, and the like, may be performed in the owner's stall only while the owner is present. Tools and parts shall not encumber adjacent stalls and no flammable liquids shall be used for cleaning parts. While being serviced, the vehicle may not be left unattended unless restored to its usual appearance before the owner departs and in no case shall the work proceed past 10:00 pm on any night. All waste must be removed from the premises and discarded appropriately.
11. **Storage.** No containers of gasoline, propane, or other flammable or explosive materials may be stored in garages. All food or grain items including grass seed and bird seed must be stored in air tight covered plastic containers. Containers of car maintenance fluids, mattresses, box springs, etc. many not be stored in garages. In parking stalls, loose items like cardboard boxes must be stored in cabinets or on shelves against the wall. Patio items, sports and camping equipment and other recreational items including bikes may be stored in the garage, but may not interfere with use of the adjoining parking space or cause the vehicle parked in the parking space to extend beyond the parking stall.

12. **Use of Electricity in Common Areas.** Personal items may be plugged into the garage electrical outlets only while in use and the owner is present.
13. **Garage Storage.** Materials stored in garages should not be visible through the window to those driving by. The Association recommends garages have white blinds or plain white curtains. The blinds must be in good condition and the curtains not torn or shredded.
14. **Window Dressings.** Only curtains, drapes, blinds or inside shutters are allowed on windows.
15. **Door and Window Maintenance.** Doors, door frames, windows and window frames are the property of the homeowner and must be maintained by them. Maintenance includes installation (caulking, etc.).
    Replacement doors and windows must be the same style, type and color of the original, matching those of the other units in the building. The Association strongly recommends storm doors to prevent doors from rust and the rotting of door jambs. The Association is not responsible for rotted door jambs caused by the lack of a storm door or door installation. The storm door must be white and the same style and type of the other units in the building. Only clear glass is allowed on windows and doors.
16. **Carbon Monoxide Alarms are required in all units.** All units having any fuel burning appliances (stoves, ovens, clothes dryers, furnaces, water heaters, fireplaces, heaters) or attached garages are required to have Carbon Monoxide alarms near their sleeping areas. **It is State law effective 2/1/11.** You may install any type of CO alarm – battery, plug-in, or combination smoke/CO device. The alarms should be checked and batteries changed regularly.
17. **Only Electric Grills are allowed on patios and balconies.** Wisconsin's Fire Prevention Code adopts the standard of the National Fire Protection Association. NFPA 1 prohibits the use of many grills. Under the NFPA regulations, you cannot use a gas or charcoal grill on your patio or balcony if your condominium is a multi-family building. Charcoal grills cannot be used on ground-level patios. This includes patios with wooden decks above. Gas and charcoal grills are allowed only if placed at least 10 feet away from the building, including decks and overhangs.

II. PARKING REGULATIONS

GENERAL: No parking in the fire lane. According to the NFPA, a fire lane is an access road used by the fire departments that must have a width of at least 20 feet and a clearance of at least 13.5 feet. Fire lanes are required to provide access to a point within 50 feet from at least one exterior door of a building. Their use and condition are strictly controlled. A 20 foot unobstructed width must be maintained for easy access of fire apparatus. No vehicles or property such as dumpsters or garbage cans may be left in a fire lane.

Leaving cars parked unattended in areas not designated for parking is not permitted at any time. Parking is allowed only in garages, immediately outside garages (Buildings 1-8) if the vehicle does not extend into the fire lane, and in designated parking spaces. ALL vehicles parked outside must be currently registered (Unexpired license plate sticker) and in working/running order.

No one will be granted the right to reserve a specific outside parking space for his or her exclusive use.

BUILDING 1-8: Residents must park their vehicles in the two garage spaces and in front of their garage door ***before*** utilizing any surface spaces. Any car parked outside of the garage door must not extend into the road or drive more than 10 feet from the center of the or drive. Residents with a private driveway are not restricted as to the number of vehicles that they may park in their driveway as long as the vehicles are used regularly and not merely being stored. All vehicles parked outside of garages must be in working condition.

BUILDING 9-11: Residents must park in their two allotted underground parking spaces before utilizing any surface spaces. Residents in Building #11 that have only one allocated underground parking space may utilize one surface parking space without using their one underground parking space. Those residents in Building #11 that have one allocated underground parking space must utilize their one underground parking space before parking a third vehicle in the surface parking areas.

VISITORS: All visitors must park in either the resident's garage, in front of their garage door (Building 1-8), or in designated parking spaces. Visitors on the grounds for more than seven days must notify the management company.

COMMERCIAL VEHICLES: Anyone wishing to park a commercial vehicle on a regular basis outside their garage or in designated parking spaces must obtain written permission from the Board of Directors.

OTHER TYPES OF VEHICLES: The following types of vehicles may not be parked overnight outside a garage or in designated parking spaces without written consent of the Board of Directors (per Article 6.2 of the Condominium Declaration): boats, trucks (size at Boards discretion), motor homes, recreational vehicles or trailers.

LOADING ZONES: Spaces marked as ***Loading Zones*** have a 30-minute time limit from 8:00 to a.m. - 8:00 p.m. These spaces are only to be used for short term loading and unloading by residents. Anyone parking in violation of posted signs is subject to fines or towing at the owner's expense. Residents are responsible for all fines incurred by their guests. From 8:00 p.m. and 8:00 a.m. these parking spaces may be used as normal surface parking spaces.

HANDICAPPED PARKING: Any parking spot marked as ***Handicapped*** is for the use of any resident that has a valid State issued Handicap Sticker. Anyone found violating a parking space marked ***Handicapped*** will be subject to a fine.

Anyone needing to park more than three vehicles per unit must obtain board approval.

III. REGULATION OF 4-UNIT RENTAL CAP.

1. **Application Process.** If a unit owner would like to rent his or her unit, he or she must comply with the following procedures:
    a. Unit owner must make request to rent in writing by regular mail, email or fax to:
        Prospect Management Company
        224 N. 76th St.
        Milwaukee, WI 53213
        Fax #: (414) 540-0044
        Email: homeownerservices@pmcwi.com

    b. The written request should include all of the following information:
        i. Name(s) of the unit owner(s).
        ii. Address of the unit.
        iii. Current address of the owner, if not currently living in the unit.
        iv. Phone number.

2. **Waitlist.** Upon receiving the request, the property manager and board will determine whether 4 units are currently being rented. If they are not, the unit owner shall be granted permission to rent the unit. If 4 units are currently being rented, the Association shall establish a waitlist on a first come, first-served basis.
    a. A separate file will be maintained by the property manager and the Secretary of the Association with the requests
    b. The date the request is received shall determine the waitlist priority of the unit owner, if necessary.
    c. If a unit on the waitlist is sold or conveyed, that unit's position on the waitlist is terminated. If the new owner desires to rent the unit, he or she must submit a new request.
    d. An owner may contact the property manager to inquire as to his or her position on the waitlist.

3. **Timeframe For Owner on Waitlist to Find Tenant.** If a unit owner on the waitlist becomes eligible to rent his or her unit, the board or the property manager will notify the unit owner in writing of their right to rent.
    a. The unit owner has 90 days to enter into a lease with a tenant(s). The lease term must commence within that 90-day period.
    b. If the unit owner does not comply with this provision, he or she forfeits the right to rent, and will be placed at the end of the waitlist.
    c. The right to rent is terminated upon transfer of the unit.

4. **Copy of the Lease to Association.** Each unit owner who has rented his or her unit, shall provide the Association with a copy of the lease within 5 days of the commencement of the lease term.

5. **Notice of Expiration of Lease.** The unit owner shall promptly give written notice to the Association (consistent with the procedures outlined above in section 1.a.) of any

expiration, non-renewal or termination of a lease. The notice shall be provided at least 30 days prior to the expiration of the lease term, or as soon as possible if 30 days notice is not possible.

6. **Continuing Right to Rent.** A unit owner who permissibly rents his or her unit shall continue to have permission to rent to successive renters. This permission expires if the unit is unrented for 90 continuous days or when ownership of the unit transfers.

7. **Assignment of Rents.** Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

8. **Enforcement.** Any violation of this Rule and Section 12 of the Declaration shall result in a fine to the owner of $25.00 per day and said owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this rule. In addition, the Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce a violation. The Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney fees.

9. **Declaration.** This rule must be read in conjunction with Section 12 of the Declaration regarding rental of units. All rights and obligations found in Section 12 are incorporated herein.

IV. ENFORCEMENT PROCEDURES.

1. Fines.

The fine for a violation of any and all applicable laws, the Condominium Declaration, Condominium Bylaws, and Condominium Rules and Regulations shall be $25.00. Each day a violation continues is a separate violation. Such fine is not a waiver of other remedies, including actual damages. The unit owner shall be liable for all attorney fees incurred in the enforcement of the fine(s). Fines are due no later than thirty (30) days after fine is levied, and unpaid fines and related charges shall be a lien against the unit ownership and may be foreclosed upon as provided by law.

2. Other Enforcement.

The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce this section, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

3. Appeals.

A unit owner may appeal any enforcement action employed by the Board of Directors, including fines, but not including arrearages of assessments, by writing a letter to the Secretary of the Board stating the reason for the appeal. This written appeal must be received by the Secretary within 14 days of the action leading to the appeal. The Board shall review the validity of enforcement and the remedy. The decision of the Board (by majority vote) shall be conclusive.