

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
WILLOW CREEK HOMES

WILLOW CREEK HOMES

DOC # 11484740
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ISRAEL RAMON
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Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
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***This document has been
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Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Kaman & Cusimano, LLC
111 E. Kilbourn Avenue,
Suite 1700
Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

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SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,

CONDITIONS,

AND RESTRICTIONS FOR WILLOW CREEK HOMES

Willow Creek Homes, a Planned-Unit Development (the “Condominium”), was created by a Declaration of Covenants, Conditions, and Restrictions recorded on November 12, 1971, with the Milwaukee County Register of Deeds as Document No. 4635590, as amended by an Addendum to Declaration of Covenants, Conditions, and Restrictions dated February 9, 1972, as Document No. 4652814 (as amended, the “Declaration”).

WITNESSETH:

WHEREAS, Willow Creek Homes was created under the Unit Ownership Act of Wisconsin of 1963, Wisconsin’s first condominium act which is the predecessor to the current Wisconsin Condominium Ownership Act, Chapter 703 (the “Act”);

WHEREAS, the current Act at Section 703.09(1)(a) requires that the condominium name shall include the word “condominium” or be followed by the words “a condominium,” Willow Creek Homes shall henceforth be known as Willow Creek Homes, a Condominium (the “Condominium”);

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Willow Creek Home Owners Association, Inc. (the “Association”), and changes in common practice over the years;

WHEREAS, 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 the Act, hereby amends and restates its Declaration as follows.

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to Willow Creek Home Owners Association, Inc., a Wisconsin corporation, organized under Chapter 181 of the Wisconsin Statutes, as amended, without stock, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is part of the property described above, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described on Exhibit A attached hereto.

Section 4. "Common Area" shall mean and refer to all of the Property described above and improvements thereon, excepting the Units and Limited Common Areas as defined below. Each Owner shall have an undivided interest in the Common Area as hereinafter provided.

Section 5. "Unit" shall mean and refer to each of the parcels of land and the improvements thereon as described on Exhibit A and Exhibit B appended hereto.

Section 6. "Limited Common Area" shall mean the fenced-in patio area, living room patio area, and balconies.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration and the Bylaws.

ARTICLE II

DESCRIPTION AND IDENTIFICATION OF UNITS AND BUILDINGS

Section 1. Each of said buildings constructed on the Property is two stories in height and has a basement and is of wood frame construction and contains that number of attached Units as is shown on the Plat of Willow Creek Homes, recorded on August 10, 1971 as Document No. 4613390, as amended (the "Plat"). Each Unit shall constitute a separately designated and legally describable freehold estate and the fee simple title to each Unit shall be vested in the Owner of said Unit. Single family ownership is intended for each Unit and each Unit may be commonly referred to as an attached townhouse. The Units are intended for residential use only, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the perimeter walls, all drywall, floors, ceilings, windows, window frames, doors, and door frames of the building, together with all fixtures and improvements therein contained.

Section 2. The 310 individual Units shall mean and refer to each of the parcels of land and improvements thereon consisting of a portion of a building. Each Unit shall have a separate entrance. Each of the Units are designated and identified by number as is shown on Exhibit A and B appended hereto.

ARTICLE III

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. The ownership of each of the Units includes a 1/310th undivided interest in the Common Area and the same shall be conveyed with each of the Units.

Section 2. Each Unit shall be used only for residential purposes. No trade or business of any kind may be carried on therein, except as may be specified in the Bylaws and Rules and Regulations.

Section 3. Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit and shall include the right to ingress and egress over, upon and across the Common Area necessary for access to the Unit and the right to lateral support for the Unit; provided, however, each Owner's use of the Common Area shall not hinder or encroach upon the lawful rights of the other Owners and shall be subject to the terms, conditions and provisions contained in this Declaration, the restrictions and conditions as set forth in the By-Laws of the Association, and such rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit shall automatically, upon becoming such Owner, be a member of the Association and shall remain a member of the Association and be entitled to voting rights therein as hereinafter provided until such time as his ownership ceases for any reason, at which time his membership and voting rights in the Association shall automatically cease.

Section 2. Every Unit Owner/member of the Association shall be entitled to one vote for each Unit owned.

Section 3. The provisions contained in this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that in the event of any possible conflict in the wording of the aforementioned documents, the wording of this Declaration will control.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late fees, interest, costs and actual attorney's fees, shall constitute a lien upon the Units and shall be a continuing lien upon the Units against which each such assessment is made. The provisions as contained in the Act shall specifically apply as respects all liens for assessments as aforesaid. Each such assessment, together with late fees, interest, costs, and actual attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. The Owner of each Unit shall have the same share in the common expenses, including expenses incurred with respect to the Common Area and incurred with respect to services provided

by and the activities of the Association as his interest in the Common Area as set forth in Section 1 of Article III of this Declaration.

Section 2. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the expenses of the Association, including expenses incurred with respect to the Common Area and incurred with respect to services provided by and the activities of the Association. Services and activities for which the Association may levy assessments shall include, but not be limited to, assessments for maintenance of Common Area, maintenance of the roof and exterior of the buildings, and emergency repairs.

Section 3. Annual assessments shall be budgeted and set by the Board of Directors as more specifically set forth in the Bylaws.

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment as set forth more specifically in the Bylaws.

Section 5. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 6. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, within ten days of such written demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 7. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage to the extent set forth in the Act. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer to the extent set forth in the Act. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, including the painting or decorating of the exterior of any Unit or multifamily buildings, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have

been submitted directly to the Board or its designated committee, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

PARTY WALLS

Section 1. Each wall which is built as a part of the original construction of the buildings upon the Property and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omissions shall apply thereto.

Section 2. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to his use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Some of the Units in each building may be aesthetically and functionally designed with drains, air conditioning equipment, balconies, and other structures that encroach or overhang adjoining Units or Common Areas. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air-conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these over-hangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

ARTICLE VIII

INSURANCE

Section 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, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled,

invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

Section 2. Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(A) Worker's compensation insurance;

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

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

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

(E) Such other insurance, including cyber or automobile insurance, as it deems necessary.

Section 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.

Section 4. Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

A. The personal property within the Unit;

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

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

D. Special perils contents coverage; and

E. Sewer backup and sump pump failure coverage.

ARTICLE IX

CLAIMS AND REMEDIES

Section 1. Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

Section 2. Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 1 above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

Section 3. Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

ARTICLE X

GENERAL PROVISIONS

Section 1. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation of any provision contained in this Declaration by judgment or court order shall in no way affect any of the other provisions contained herein, which shall remain in full force and effect.

Section 3. In the event of damage or destruction to all or part of the property, the same shall be rebuilt by the Association, and all available insurance proceeds used for that purpose, unless within ninety (90) days from the date of the damage or destruction, seventy-five percent (75%) the Owners agree not to rebuild or repair. In the event that the insurance proceeds are insufficient to accomplish the foregoing, all of the Owners shall be assessed for the deficiency in the same manner as provided in Article V.

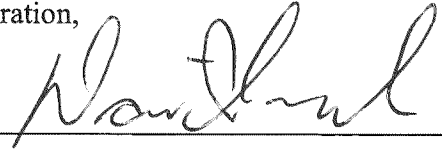
Section 4. This Declaration may be amended by the written consent of not less than seventy-five percent (75%) of the Owners and their first mortgagees, if any, to the extent required by the Act. Evidence of any amendment of this Declaration shall be in the form of a certificate executed by the President of the Association and countersigned by the Secretary or Treasurer of the Association setting forth the amendment and further stating that the Owners of the Units have adopted the same in accordance with the provisions of this Article of the Declaration of Covenants, Conditions and Restrictions for Willow Creek Homes. No amendment shall become effective until the recording of the certificate described herein with respect to said amendment in the office of the Register of Deeds for Milwaukee County, Wisconsin.

Section 5. Service of process shall be made on the Association's registered agent, as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the Association's registered agent is Prospect Management LLC, 224 N. 76th Street, Milwaukee, WI 53213.

This Second Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than Seventy-five percent (75%) 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.

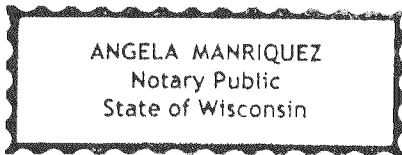
IN WITNESS WHEREOF, the Association has executed this Second Amended and Restated Declaration of Condominium for Willow Creek Homes this 8 day of FEB, 2025.

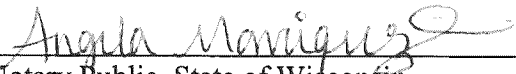
WILLOW CREEK HOME OWNERS
ASSOCIATION, INC., a Wisconsin Non-Stock
Corporation,

By: , President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE

This document was acknowledged before me by David Jude Lehrer, as President of Willow Creek Home Owners Association, Inc. on this 8th day of February, 2025.




Notary Public, State of Wisconsin
Name: Angela Manriquez

My Commission Expires: February 17, 2026

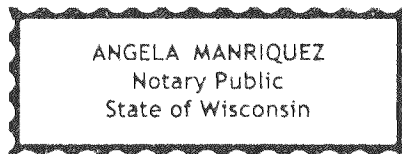
ATTEST:

WILLOW CREEK HOME OWNERS
ASSOCIATION, INC., a Wisconsin Non-Stock
Corporation,

By: Karen E. Stempski
_____, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE

This document was acknowledged before me by Karen Ellen Stempski as Secretary
of Willow Creek Home Owners Association, Inc. on this 8th day of February, 2025.



Angela Manriquez
Notary Public, State of Wisconsin
Name: Angela Manriquez

My Commission Expires: _____ My Commission Expires
February 17, 2026

This Instrument Drafted By:
Lydia J. Chartre, Esq.
Kaman & Cusimano, LLC
111 E. Kilbourn Avenue, Suite 1700
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units A, B, C, D, E, F, G, H, J, K, L, M, N, P, R, S, T, U, V, W and X in Building 1411; Units A, B, C, D, E, F, G, H, J, K, P, L, M, N, R, S and T in Building 1421; Units A, B, C, D, E, F, G and H in Building 1511; Units A, B, C, D, E, F, G, H, J, K, L and M in Building 1521; Units A, B, C, D, E, F, G, H, J, K, L, M, N, P, R, S, T and U in Building 1531; Units A, B, C, D, E, F, G, H, J, K, L, M, N, P, R, S and T in Building 1611; Units A, B, C, D, E, F, G, H, J and K in Building 1621; Units A, B, C, D, E, F, G, H, J, K, L and M in Building 5131; Units A, B, C, D, E, F, G, H, J, K and L in Building 5141; Units A, B, C, D, E, F, G, H, J, K, L, M, N, P, R, S, T and U in Building 5151; Units A, B, C, D, E, F, G, H, J, K, L, M, N, P, R and S in Building 5225; Units A, B, C, D, E, F, G, H, J, K and L in Building 5229; Units A, B, C, D, E, F, G, H, J, K, L, M and N in Building 1631; Units A, B, C, D, E, F, G, H, J, K, L, M, N, P, R, S, T, U and V in Building 1641; Units A, B, C, D, E, F, G, H, J, K, L, M, N, P, R, S, T, U, V and W in Building 5201; Units A, B, C, D, E, F and G in Building 5205; Units A, B, C, D, E, F, G, H, J, K, L, M, N and P in Building 5209; Units A, B, C, D, E and F in Building 5213; Units A, B, C, D, E, F, G, H and J in Building 5217; Units A, B, C, D, E, F, G, H, J, K, L, M, N, P, R, S and T in Building 5221; Units A, B, C, D, E, F, G, H, J, K, L, M, N, P, R, S, T, U, V and W in Building 1651; Units A, B, C, D, E, F, G, H, J, K, L, M, N and P in Building 1661, in the Willow Creek Homes Condominium(s) created by a "Declaration of Condominium" recorded on November 12, 1971, in the Wisconsin Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 4635590, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto, located in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
6432066000	1411 W. Edgerton Avenue, Unit A
6432067000	1411 W. Edgerton Avenue, Unit B
6432068000	1411 W. Edgerton Avenue, Unit C
6432069000	1411 W. Edgerton Avenue, Unit D
6432070000	1411 W. Edgerton Avenue, Unit E
6432071000	1411 W. Edgerton Avenue, Unit F
6432072000	1411 W. Edgerton Avenue, Unit G
6432073000	1411 W. Edgerton Avenue, Unit H
6432074000	1411 W. Edgerton Avenue, Unit J
6432075000	1411 W. Edgerton Avenue, Unit K
6432076000	1411 W. Edgerton Avenue, Unit L
6432077000	1411 W. Edgerton Avenue, Unit M
6432078000	1411 W. Edgerton Avenue, Unit N
6432079000	1411 W. Edgerton Avenue, Unit P
6432080000	1411 W. Edgerton Avenue, Unit R
6432081000	1411 W. Edgerton Avenue, Unit S
6432082000	1411 W. Edgerton Avenue, Unit T
6432083000	1411 W. Edgerton Avenue, Unit U
6432084000	1411 W. Edgerton Avenue, Unit V
6432085000	1411 W. Edgerton Avenue, Unit W
6432086000	1411 W. Edgerton Avenue, Unit X
6432087000	1421 W. Edgerton Avenue, Unit T
6432088000	1421 W. Edgerton Avenue, Unit S
6432089000	1421 W. Edgerton Avenue, Unit R
6432090000	1421 W. Edgerton Avenue, Unit P
6432091000	1421 W. Edgerton Avenue, Unit N
6432092000	1421 W. Edgerton Avenue, Unit M
6432093000	1421 W. Edgerton Avenue, Unit L
6432094000	1421 W. Edgerton Avenue, Unit K
6432095000	1421 W. Edgerton Avenue, Unit J
6432096000	1421 W. Edgerton Avenue, Unit H
6432097000	1421 W. Edgerton Avenue, Unit G
6432098000	1421 W. Edgerton Avenue, Unit F
6432099000	1421 W. Edgerton Avenue, Unit E
6432046000	1511 W. Edgerton Avenue, Unit A
6432047000	1511 W. Edgerton Avenue, Unit B
6432048000	1511 W. Edgerton Avenue, Unit C
6432049000	1511 W. Edgerton Avenue, Unit D
6432050000	1511 W. Edgerton Avenue, Unit E
6432051000	1511 W. Edgerton Avenue, Unit F
6432052000	1511 W. Edgerton Avenue, Unit G

Tax KeyStreet Address

6432053000	1511 W. Edgerton Avenue, Unit H
6432054000	1521 W. Edgerton Avenue, Unit A
6432055000	1521 W. Edgerton Avenue, Unit B
6432056000	1521 W. Edgerton Avenue, Unit C
6432057000	1521 W. Edgerton Avenue, Unit D
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6432040000	1531 W. Edgerton Avenue, Unit F
6432041000	1531 W. Edgerton Avenue, Unit E
6432042000	1531 W. Edgerton Avenue, Unit D
6432043000	1531 W. Edgerton Avenue, Unit C
6432044000	1531 W. Edgerton Avenue, Unit B
6432045000	1531 W. Edgerton Avenue, Unit A
6432011000	1611 W. Edgerton Avenue, Unit A
6432012000	1611 W. Edgerton Avenue, Unit B
6432013000	1611 W. Edgerton Avenue, Unit C
6432014000	1611 W. Edgerton Avenue, Unit D
6432015000	1611 W. Edgerton Avenue, Unit E
6432016000	1611 W. Edgerton Avenue, Unit F
6432017000	1611 W. Edgerton Avenue, Unit G
6432018000	1611 W. Edgerton Avenue, Unit H
6432019000	1611 W. Edgerton Avenue, Unit J
6432020000	1611 W. Edgerton Avenue, Unit K
6432021000	1611 W. Edgerton Avenue, Unit L
6432022000	1611 W. Edgerton Avenue, Unit M
6432023000	1611 W. Edgerton Avenue, Unit N
6432024000	1611 W. Edgerton Avenue, Unit P

Tax KeyStreet Address

6432025000	1611 W. Edgerton Avenue, Unit R
6432026000	1611 W. Edgerton Avenue, Unit S
6432027000	1611 W. Edgerton Avenue, Unit T
6432001000	1621 W. Edgerton Avenue, Unit K
6432002000	1621 W. Edgerton Avenue, Unit J
6432003000	1621 W. Edgerton Avenue, Unit H
6432004000	1621 W. Edgerton Avenue, Unit G
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6432006000	1621 W. Edgerton Avenue, Unit E
6432007000	1621 W. Edgerton Avenue, Unit D
6432008000	1621 W. Edgerton Avenue, Unit C
6432009000	1621 W. Edgerton Avenue, Unit B
6432010000	1621 W. Edgerton Avenue, Unit A
6432122000	5131 S. 13 th Street, Unit A
6432123000	5131 S. 13 th Street, Unit B
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6432131000	5131 S. 13 th Street, Unit K
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6432133000	5131 S. 13 th Street, Unit M
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Tax KeyStreet Address

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6432178000	5225 S. 13 th Street, Unit A
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6432146000	1631 W. Edgerton Avenue, Unit A
6432147000	1631 W. Edgerton Avenue, Unit B
6432148000	1631 W. Edgerton Avenue, Unit C
6432149000	1631 W. Edgerton Avenue, Unit D
6432150000	1631 W. Edgerton Avenue, Unit E
6432151000	1631 W. Edgerton Avenue, Unit F
6432152000	1631 W. Edgerton Avenue, Unit G
6432153000	1631 W. Edgerton Avenue, Unit H
6432154000	1631 W. Edgerton Avenue, Unit J
6432155000	1631 W. Edgerton Avenue, Unit K

Tax KeyStreet Address

6432156000	1631 W. Edgerton Avenue, Unit L
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6432234000	5201 S. 13 th Street, Unit N
6432235000	5201 S. 13 th Street, Unit P
6432236000	5201 S. 13 th Street, Unit R
6432237000	5201 S. 13 th Street, Unit S
6432238000	5201 S. 13 th Street, Unit T
6432239000	5201 S. 13 th Street, Unit U
6432240000	5201 S. 13 th Street, Unit V
6432241000	5201 S. 13 th Street, Unit W
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6432243000	5205 S. 13 th Street, Unit B
6432244000	5205 S. 13 th Street, Unit C

Tax KeyStreet Address

6432245000	5205 S. 13 th Street, Unit D
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6432248000	5205 S. 13 th Street, Unit G
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6432214000	5221 S. 13 th Street, Unit K
6432215000	5221 S. 13 th Street, Unit L
6432216000	5221 S. 13 th Street, Unit M

Tax KeyStreet Address

6432217000	5221 S. 13 th Street, Unit N
6432218000	5221 S. 13 th Street, Unit P
6432219000	5221 S. 13 th Street, Unit R
6432220000	5221 S. 13 th Street, Unit S
6432221000	5221 S. 13 th Street, Unit T
6432200000	5229 S. 13 th Street, Unit G
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6432204000	5229 S. 13 th Street, Unit L
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6432279000	1651 W. Edgerton Avenue, Unit B
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6432281000	1651 W. Edgerton Avenue, Unit D
6432282000	1651 W. Edgerton Avenue, Unit E
6432283000	1651 W. Edgerton Avenue, Unit F
6432284000	1651 W. Edgerton Avenue, Unit G
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6432302000	1661 W. Edgerton Avenue, Unit E
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6432311000	1661 W. Edgerton Avenue, Unit P

AMENDED AND RESTATED BY-LAWS
OF
WILLOW CREEK HOME OWNERS ASSOCIATION, INC.
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AMENDED AND RESTATED BY-LAWS
OF
WILLOW CREEK HOME OWNERS ASSOCIATION, INC.

BE IT RESOLVED. That the By-laws of WILLOW CREEK HOME OWNERS ASSOCIATION, INC., are hereby amended and restated as follows:

ARTICLE I

NAME AND LOCATION

The name of the Association is WILLOW CREEK HOME OWNERS ASSOCIATION, INC., hereinafter referred to as the “Association”. The principal office of the Association shall be as stated on file with the Wisconsin Department of Financial Institutions. The mailing address of the Association shall be that of its principal office. Meetings of Members and Directors may be held virtually and at other places within the State of Wisconsin as detailed herein.

ARTICLE II

DEFINITIONS

Section 1. All capitalized terms throughout the bylaws shall have the meaning set forth in the declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETING. The annual meeting of the Members shall be held in October, or at such other date as may be set by the Board of Directors. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. SPECIAL MEETING. Special meetings of the Members may be called at any time by the Board of Directors or by the President, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. PLACE OF MEETINGS. Meetings of the Unit Owners shall be held at the principal office of the property or at such other suitable place convenient to the Owners, whether physical or virtual, as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting, by delivering written notice, either personally, electronically, or by mail at least ten (10)

days before such meeting to each voting Member entitled to vote thereat, last appearing on the books for the Association for the purpose of notice. Such notice shall specify the place (physical or virtual), day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM. The in person or electronic/virtual presence of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. PROXIES. At all meetings of Members, each Member may vote in person, electronically (remotely, via electronic means), or by proxy. All proxies shall be in writing and filed with the Secretary or the Secretary's designee. Proxies may be filed by email or other electronic means. Every proxy shall be effective for a maximum period of one hundred-eighty (180) days (unless granted to a Mortgagee or Lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 7. MAJORITY OF UNIT OWNERS. As used in these By-laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total unauthorized votes of all Unit Owners present in person, electronically, or by proxy and voting at any meeting of the Unit Owners.

Section 8. ORDER OF BUSINESS. The order of business at all meetings of Unit Owners shall be as follows:

- (a) Roll Call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reading of financial reports;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Election of Directors (when applicable);
- (h) Unfinished business;
- (i) New business.

Section 9. PARLIAMENTARY PROCEDURE. Except where inconsistent with these By-laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

Section 10. ACTION WITHOUT A MEETING BY WRITTEN BALLOT. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 4 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary or property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary or property manager via email. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS SELECTION – TERM OF OFFICE

Section 1. NUMBER AND SELECTION. The affairs of this association shall be managed by a board of eight (8) directors.

The directors shall be Unit Owners elected from the Membership at large. The Board will assign each of the directors a certain section of Units to specifically represent and oversee. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 2. ELECTION AND TERM OF OFFICE. Each Member of the Board of Directors shall be elected to serve for a term of three (3) years. Directors' terms shall be staggered so that at least 1/3 of the directors are elected in each year. Except in the event of death, resignation or removal, each Director shall hold office until his respective successor has been elected by the Unit Owners.

Section 3. REMOVAL. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be

selected by the remaining Members of the Board and shall serve until the next annual meeting at which time a successor shall be elected to serve for the unexpired term.

Section 4. COMPENSATION. No director shall receive compensation for any service he may render to the association as such. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, upon presentation of a detailed invoice or receipt.

Section 5. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting, by obtaining the written approval of all the Directors. Such approval may be provided via email or other electronic means. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. REGULAR MEETING. Regular meetings of the Board of Directors shall be held monthly at the Utility Building at such time as shall be designated from time to time by a majority of the Directors. Notice of each meeting of the Board shall be given to each Director, personally or by mail, telephone, email, or other electronic means at least three (3) days prior to the day named for such meeting.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 3. QUORUM. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board. Presence at a Board meeting may be in person, or via telephone or video/digital conference.

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

ARTICLE VI

POWER AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners, provided that the Board shall not spend more than two percent (2%) of the annual budget without the prior approval of the Association, and shall deposit any year-end surplus to the reserve account if possible;
- (b) Employ and dismiss employees and agents;
- (c) Adopt and publish rules and regulations governing the use of the Units, Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (d) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws or the Declaration;
- (e) Employ a manager, or independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (g) Adopt and amend rules and regulations covering the details of the operation and use of the property;
- (h) Open bank accounts on behalf of the property, the signatories thereon to be the President and the Treasurer;
- (i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by the Owners to the Board of Directors;
- (j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;
- (k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise deal with Units acquired by, and to sublease Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners;
- (l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Unit Owners;

- (m) Borrow money on behalf of the Association, with the 67% affirmative vote of the Members present at a special owners' meeting called for that purpose;
- (n) Acquire and convey property on behalf of the Association, with the 67% affirmative vote of the Members present at a special owners' meeting called for that purpose.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As provided in the Declaration, to:
 - (1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.
- (d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability, hazard and other insurance on property owned by the Association;
- (f) Cause all officers, members of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Elements to be maintained;
- (h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;
- (i) Suspend the voting rights of an Owner upon the recording of a statement of condominium lien on that Owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full;
- (j) Grant easements through or over Common Elements;

- (k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the condominium;
- (l) Make contracts and incur liabilities in connection with the operation of the condominium;
- (m) Maintain a current roster of names and addresses (both physical and electronic) of Unit Owners to which all notices shall be sent;
- (n) Deny the right to vote at an Association meeting to a Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address and electronic address/email, if any.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICE. The offices of this Association shall be a President, Vice President and Secretary, who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create. All officers shall be members of the Association.

Section 2. ELECTION OF OFFICERS. The Board of Directors will elect the Officers for the coming year at the first monthly Board meeting following the Annual Meeting.

Section 3. TERM. The term of each office shall be one (1) year. Each officer of this Association shall hold office until a successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES. No person shall simultaneously hold more than one office except in the case of special officers created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers shall be as follows:

- (a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks;
- (b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members and present the minutes of the prior meeting and have all minutes available at all meetings; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) Treasurer. The Treasurer or property management company shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association must appoint an Architectural Control Committee, as provided in the Declaration. If no such committee is appointed, the Board may serve as the Architectural Control Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association, annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. The Board of Directors may increase annual assessments between 3% and 7% each year—any less or more must be approved by a majority of the members. The Board of Directors may special assess the Unit Owners with the approval of 67% of the Unit Owners in attendance at a meeting called for that purpose. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear late fees and interest from the date of delinquency in the amount and rate set in the Rules and Regulations, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and the late fees, interest, costs and actual attorneys' fees of any such action shall be added to the amount of such assessment and become part of the lien. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may be terminated at the option of the Board and if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws. (a) to enter the Unit in which or as to which, an emergency exists affecting the welfare and safety of the resident and to summarily abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass (the cost of such entry or damage caused thereby to be a part of the common expense); and/or (b) to proceed under the Claims and Remedies section of the Declaration.

ARTICLE XII

TRANSFER FEE

Section 1. CREATION. Any person, group of persons or entity (including land contract purchasers), who or which acquire fee simple title to any Unit shall pay to the Association a Transfer Fee as hereinafter determined.

Section 2. STATEMENT. Any statement issued on behalf of the Association in-compliance with Section 703.165, Wisconsin Statutes, shall refer to such transfer fee.

Section 3. FEE. The transfer fee shall be equal to one-twelfth (1/12th) of the Annual Assessment provided for in Article V of the Declaration of Covenants, Conditions, and Restrictions for Willow Creek Homes in effect on the date a person, group of persons or entity acquires title to a Unit and shall be due and payable within ten (10) days thereafter and shall be considered an Assessment collectable under the provisions of Section 703.165, Wisconsin Statutes.

Section 4. USE. If, at the time of payment of a transfer fee, the Association is maintaining a special fund to defray the cost of major replacements, repairs or improvements, any transfer fees received shall be added to such fund. If such a fund is not being maintained, any transfer fees collected shall be added to the general fund of the Association.

ARTICLE XIII

CONFLICTS

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

- (a) The provisions of the Act control over the provisions of the Declaration, the Plat, the By-Laws and the Articles;
- (b) The provisions of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;
- (c) The provisions of the Plat control over the provisions of the By-Laws and the Articles.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended by affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes.

ARTICLE XV

FISCAL YEAR

The fiscal year of the corporation shall be the annual periods beginning May 1st and ending April 30th, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVI

CORPORATE SEAL

The Association shall not have a seal; and where a seal be required, there shall be a notation thereon to the effect that the Association has no seal.

ARTICLE XVII

UNIT USE RESTRICTIONS

Section 1. OWNER OCCUPANCY REQUIRED.

In order to provide for the congenial occupancy of the condominium project and for the protection of values of units and to impart of a degree of stability among residents and to inhibit transiency, use of the property shall be restricted in accordance with the following provision:

- (a) No rental of units allowed, units must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. No part of any unit or the whole there of may be rented to any person, and no transient tenants may be accommodated therein, even if the unit owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

Section 2. ILLEGAL ACTIVITY. Any illegal activity is prohibited on the Condominium Property.

These Amended and Restated Bylaws were adopted by a 67% vote of the Unit Owners on September 26, 2024.

W I L L O W C R E E K H O M E O W N E R ' S A S S O C I A T I O N

R U L E S & R E G U L A T I O N

Revised 9.24.24



Attention Prospective Buyers:

Be certain to check with the person from whom you are considering purchasing a Unit at Willow Creek. If they or any other previous owner has done any landscaping or other changes to the Limited Common Area at their unit, you will be responsible for maintaining it once you own the Unit.

All unit owners automatically become members of the Association at the time the unit is purchased.

WILLOW CREEK HOME OWNERS ASSOCIATION, INC.

RULES & REGULATIONS

(Revised _____, 2023)

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SECTION I – INTRODUCTION

The following Rules and Regulations were formulated for the purpose of governing the day-to-day use of the units and common areas and the activities of owners, residents, and visitors alike. They were prepared using the best judgement of the Board of Directors. Willow Creek HOA is a Wisconsin corporation, without stock, organized under Chapter 181 of the Wisconsin Statutes. As such we are required by law to follow all laws and statutes that pertain to Condominiums and nonstock corporations, listed by priority, as follows:

- Federal Laws
- State Laws and Statutes
- Milwaukee City and County statutes
- Willow Creek Declaration of Covenants, Conditions, and Restrictions
- Willow Creek Bylaws.
- Willow Creek Rules and Regulations

These Rules & Regulations are your Rules and Regulations, and you all share the responsibility of enforcing them. Review them carefully and thoroughly to your satisfaction of understanding. Inasmuch as no set of Rules & Regulations can address every conceivable situation, it is expected that these Rules & Regulations will, from time to time, be altered and/or accepted, as experience dictates. If you feel any rule, regulation, or portion thereof is unreasonable or if you have any suggestions toward making them more comprehensive or easily understood, please submit your written comments to Management or the Board of Directors. Your constructive criticism is always welcome.

Please be advised that Owners, residents, dependents, guests, and any other individuals using Willow Creek are subject to the Declaration, By-Laws, and Rules & Regulations of Willow Creek.

The Board of Directors may levy a fine against the Unit Owner for any violations of these Rules and Regulations as outlined in the section titled “Enforcement Procedures.”

If the Association retains legal counsel to aid in the enforcement of these Rules and Regulations, it shall be entitled to recover its actual attorney fees and costs from the resident/owner.

Definitions:

- **Governing Documents:** Consists of Declaration, By-Laws, and Rules & Regulations.
- ***All other capitalized terms are defined in the Declaration***

SECTION II – HEALTH, SAFETY, AND USAGE

A. Flammable Liquids Storage

The storage of all gasoline operated equipment, gas, gasoline, unsealed gas cylinders, and all other flammable materials (except small amounts of paint thinner and cleaning solvents) shall be prohibited within all Common and Limited Common Areas and in all Units throughout the Association.

B. Garbage

1. All garbage shall be placed in approved rodent and weatherproof containers rather than paper or plastic bags, and all containers shall be stored within the fenced-in Limited Common Area adjacent to each Unit.
2. Residents may dispose of oversized waste and debris items during regular trash collection, in accordance with the City of Milwaukee's guidelines (city.milwaukee.gov/sanitation/garbage-guidelines), by placing such oversized waste and debris items next to the resident's garbage container on the scheduled day of garbage pickup. Residents are responsible for ensuring that such oversized waste items are picked up.
3. Residents are responsible for disposal of large or banned items that the City of Milwaukee will not pick up during regular collection. Residents shall remove such items from the Association property or must arrange for special pickup at the resident's expense.
4. No garbage, debris, or waste items shall be left, disposed of, abandoned, or placed on any portion of the Association property, including along curbs by the street.

C. Games and Other Play Activities

The riding of bicycles 24" or larger on all private walkways shall be prohibited throughout the Association. Organized games such as softball, football, soccer, etc., shall be limited to the central play area and all other organized games shall be prohibited. For the purposes of safety residents and guests shall not be permitted to play or congregate in the parking lots.

D. Motorized Vehicles

Mini-bikes, go-carts, snowmobiles, mobility scooters, or any other non-licensed motor vehicles (gas or electric) are prohibited from operation throughout the Association. The only exception would be for authorized maintenance and emergency vehicles.

E. Noise Levels

Since all residents have a right to peace, quiet, and privacy, abnormally high noise levels, above 85 decibels, which are considered to be disturbing, shall be prohibited throughout

the Association. All radios, televisions, and speaker systems, used either indoors or outdoors, shall be kept at a reasonable level so as to not be considered disruptive to others.

F. Outdoor Storage and Personal Property

1. The storage, placement, or attachment of any items of personal property within the Common and Limited Common Areas shall be prohibited at all times (except for seasonal items such as grills, potted plants, lawn furniture, bicycles, and so forth within the fenced-in Limited Common Area only) as the storage of other articles could obstruct passage to and from individual Units.
2. This prohibition shall include temporary placement of personal property and items within the Common Areas.
3. Storage sheds shall be wooden with sides constructed of the appropriate paneling, shall be no higher than eighteen (18) inches above the capping trim of the lowest adjacent fence, shall be painted to match the Association (See Paint Formulas), shall have concrete or patio block flooring, and shall have their roofs pitched to drain to the inside of the patio areas.
4. Vinyl, factory built, self-contained, free-standing sheds are acceptable provided they are the appropriate beige / brown color (No Permit Required).
5. With prior written approval of the Board of Directors, Unit Owners shall be allowed to place a refuse container, no larger than 8 cubic yards, in their respective Unit parking stall, supported by the appropriate material to protect the asphalt surface, for no longer than 35 days. The Unit Owner shall be responsible for correcting any damage caused by said placement.

G. Recreational Areas

Designated recreational areas such as the central play area are intended for use by Unit Owners, residents, and their guests only. The use of all facilities throughout the Association by unauthorized persons is prohibited and shall be considered trespassing.

H. Responsibilities of Owners and Residents

1. No owners, residents, dependents, guests, or other individuals shall act in an irresponsible manner, or conduct any other activities which could result in the endangerment of the health and safety of other residents or increase the costs of insurance coverage.
2. No owners, residents, dependents, guests, or other individuals shall in any way damage, destroy, deplete, waste nor remove any of the common elements or other resources of the Association.
3. Adult owners and residents are responsible for not only their own conduct, but also for the conduct of their children, dependents, and guests, for any damage or noxious

activities they might cause, and for their adherence to all Rules and Regulations set forth in this document.

I. Rummage Sales

Rummage sales, estate sales, and yard sales are not permitted within all Common Areas throughout the Condominium.

J. Animals

The keeping of animals is subject to the City of Milwaukee Ordinance 78, and any other applicable laws, which are expressly incorporated herein (except where the Declaration or By-Laws are more restrictive.

1. It is the responsibility of each animal owner to ensure that all animal waste deposited within the Common and Limited Common Areas is properly disposed of immediately to prevent health hazards and noxious odors.
2. Animal houses, sheds, or other exterior structures intended for animals are prohibited throughout the Association.
3. Unattended animals are, at all times, prohibited throughout the Association, and all animals outside the confines of a Unit shall be attached to a leash not more than 6 feet in length, which is of sufficient strength to restrain the animal and the leash is held by a person competent to control the animal and prevent it from annoying or worrying residents (Milwaukee Ordinance 78-1-4).
4. Animals shall not be permitted to enter within an eight-foot area extending outward from the exterior wall of the rear living room patio entrance of a unit regardless of whether the animal is properly leashed, without the express permission of the unit owner.
5. It is the obligation of each unit resident to assume full liability for the costs of repair or replacement of any personal property or Common Area damaged by their animal. Further, any Unit Owner who keeps or maintains any animal upon any portion of the property shall be deemed to have indemnified and agreed to hold harmless the Association, each Unit Owner, the Board of Directors, and the managing agent, from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Property.
6. Upon written determination by the Board of Directors that an animal has been found to be a nuisance, the owner of the animal shall remove the animal from the property. The Board of Directors shall have the right to determine what constitutes an unreasonable nuisance. The owner of the animal shall have the right to prior notice of, and attendance at, the meeting of the Board of Directors at which any such determination is made.

K. Window Usage

No owner or resident shall be permitted at any time to display, hang, or store any clothing, sheets, blankets, or other articles from the exterior of any window.

L. Unit Registration/Information

Each Unit Owner shall be responsible to provide Management accurate and current information as follows:

1. Exact name of the titleholders of the Unit.
2. Date of purchase of the Unit.
3. Name and address of the titleholders' mortgage lender, if any.
4. Address and phone numbers (home and work) of the titleholders.
5. Names and phone numbers (home and work) of tenants or non-titleholder residents, if any.
6. Year, make, and license number of each of the two vehicles to be parked on Willow Creek property.

M. Fireworks

Fireworks of any type, i.e., firecrackers, sparklers, bottle rockets, snakes, etc., shall be banned from use throughout the Condominium.

The Association follows the Milwaukee Code of Ordinances, Chapter 105, Public Safety, 105-47 Fireworks.

N. Wildlife

The outside feeding, housing, or caring of wildlife (i.e., birds, mammals, reptiles, fish, insects) is prohibited.

O. Use

No Unit Owner shall occupy or use his Unit or the Common Area, or Limited Common Area appurtenant thereto, or permit same or any part thereof to be occupied or used for any Purpose other than as a private residence for the Unit Owner, the Unit Owner's family, or the Unit Owner's guests. Leasing of Units is prohibited and Owner Occupancy is required as stated in detail in the Bylaws. No trade or business shall be conducted on the condominium property or from any Unit or Common Element without the prior written approval of the Association. The only exception will be to allow the use of a home office by the Unit owner when working from home for his profession.

P. Drones

1. In addition to the Definitions listed in the Declaration and Amended By-Laws, the following definitions apply to this subsection of the Rules & Regulations governing drones:
 - (a) Drone means a powered, aerial vehicle that does not carry a human operator; uses aerodynamic force to provide vehicle lift and can fly autonomously or be piloted remotely.
 - (b) Property means all of the land and improvements, which are subject to the Declaration of Covenants, Conditions, and Restrictions for Willow Creek HOA, including the airspace above the land and improvements.
2. No Owner, resident, family member, visitor, guest, invitee, or any other type of operator, including commercial operator, is permitted to fly a drone on or within the property.
3. Any Owner or resident who operates, or whose family member, visitor, guest, or invitee operates a drone within the property, including a commercially-operated drone, shall be liable for any injury or damage to persons or property which results from the use and operation of such drone and shall indemnify the Association, the Board of Directors, and all members, employees, and agents of the Association from any and all claims, losses, and damages, including attorney fees reasonably incurred, arising in connection with the use of or operation of a drone. An Owner or resident's liability for damages is in addition to any fines that the Board of Directors may levy against the Owner or resident for violations of this section.
4. The Association shall not be liable for any injuries or damages to persons or property arising from the use or operation of a drone. While this rule is intended to keep the premises a drone-free zone, the Association shall not be deemed to be a guarantor or protector of an individual's safety or right of privacy with respect to any drones that are flown within the community.
5. The Association reserves the right to use drones as it deems necessary to maintain and operate the common elements.

SECTION III – ARCHITECTURAL CONTROL / BUILDINGS AND GROUNDS

A. Additions, Improvements or Attachments

No additions, improvements, or attachments to any of the Common Areas or Limited Common Areas shall be permitted, other than those specifically set forth herein.

B. Antennas

All types of individual outside radio antennas are prohibited, including those used for citizens band, police or amateur (“ham”) radios.

Note: Special purpose antennas intended to benefit or safeguard the Association may be exempted from this rule by the Board of Directors.

C. Exterior Building Modifications and Structural Alterations

Exterior building modifications and structural alterations of any type shall be prohibited, including holes in the walls and roof; changes to existing chimney vent systems; the unauthorized repainting, repair, or maintenance of the Unit’s exterior surfaces; and any other activities not specifically set forth herein.

D. Mailboxes and Locks

Mailboxes shall be located within the inside patio area and shall either be black or painted to match the Association (see Paint formulas, page 25). Locks on permanent fences that prevent access to mailboxes are prohibited in accordance with federal regulations.

E. Signs, Decorations, etc.

No signs, placards, banners, flag poles, decorations, and all other such attachments, whether temporary or permanent, are to be attached to the building exterior, displayed from any window, or placed in any portion of the Common Area. However, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

F. Wash Poles

Only one umbrella type or two “T” type wash poles with lines between are permitted, provided they are within the fenced-in patio areas, and they do not project above the capping trim of the lowest adjacent fence. Lines, poles, and hooks shall in no way be attached to the buildings, fences, or other Common Area or patio area elements. Sleeve holders used to anchor poles shall be flush with the ground in order to ensure personal safety.

G. Window Air Conditioning Systems

Installed window air conditioning systems are permitted, provided that clear acrylic or similar materials are used to secure the enclosure around the air conditioner and the mounting brackets are painted to match the Association (See Paint Formulas, page 25). Window air conditioning systems shall be prohibited in patio doors.

H. Security Cameras and Video Doorbells, Installation and Use

1. The Association may allow the installation of camera door bells and surveillance cameras in those situations and places where the security of either people or property would be enhanced, subject to the **prior** written consent of the Board. Such cameras will only be allowed to be installed either within a Unit or the Unit's Limited Common Element and are subject to the Architectural Control section of the Declaration. Any camera allowed to be installed must be used in an appropriate, professional, ethical and legal manner consistent with all existing applicable laws and Association policies.
2. Cameras will be limited to situations that don't violate the reasonable expectation of privacy as defined by law.
3. Purpose. The purpose of these rules is to regulate the use of surveillance cameras to protect the legal and privacy interest of the Association, its members and guests.
4. Rules. The function of surveillance cameras is to assist in protecting the safety and property of the Association, its members and guests. Accordingly, any camera used on the property is subject to the following:
 - (a) The primary use of surveillance cameras will be to record images for future identification of individuals in the event of legal or policy violations;
 - (b) Any images or recordings from cameras located on the exterior of any unit or which captures images outside of units shall be available to the Board on request;
 - (c) All images or recordings must be maintained by the unit owner or resident for a period of at least 7 days;
 - (d) If an incident occurs that is substantiated with surveillance camera data and a member, resident or guest (child or adult) is involved, either as a victim or suspect, the data shall be transmitted to the Board or the property manager by the unit owner or resident who owns or controls the camera.
5. If/when installed cameras are removed, all costs to repair and restore damaged common element are the unit owner's responsibility.

Installed by the Association:

With respect to all surveillance cameras placed by the Association on the Common Elements, the following rules shall apply:

- A. The associations board office and property manager are the only parties who control access to the cameras video footage.
- B. Board officers and the property manager are only allowed to view the footage at their discretion, for the purpose of addressing security threats, and assisting in the prosecution of criminal conduct and/or governing document violations.
- C. No homeowner is allowed to view the footage
- D. For homeowners, if an incident occurs involving them, then, the board can, in it's sole discretion share the footage with the Police/Investigator; and the Police/Investigator in turn may share the footage with the homeowner involved.

SECTION IV – LANDSCAPING

A. Permanent Natural

- 1. All permanent natural landscaping additions shall be approved by the Landscape Committee before planting, as certain plant species could cause damage to sidewalks, paved areas, water, and sewer lines, and buried cables.
- 2. Only natural landscaping shall be permitted to extend higher than the adjacent fence capping. The extension of all other equipment and decorations above the fences shall be prohibited.

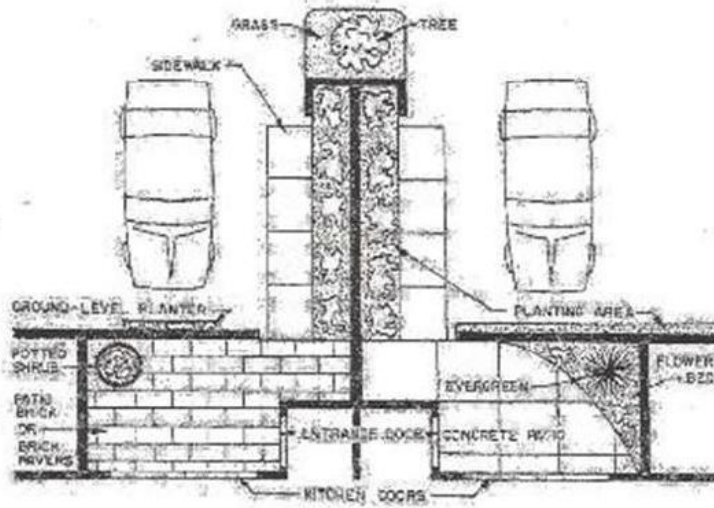
B. Patio Areas Adjacent to Parking Stalls

- 1. Natural landscaping is permitted within the fenced-in patio areas and in the plantable areas outside of but immediately adjacent to the fences. All landscaping shall be planted so as to not interfere with snow removal, pavement maintenance, or the parking of vehicles.
- 2. Permanent modifications such as brick pavers and patio blocks are permitted only within the fenced-in patio areas and must be pitched away from the building and neighboring patios.
- 3. Trellises, flower boxes, planters, patio umbrellas, and similar seasonal decorations including wind chimes and flower planters may be placed atop or above the capped fence within the fenced-in patio area. Above mentioned shall be of temporary nature. Temporary shall mean that the above mentioned shall not be affixed to Common property, meaning fencing, siding, etc. Owner shall be liable to pay for any damage caused by anything attached to the fence and / or Common property.

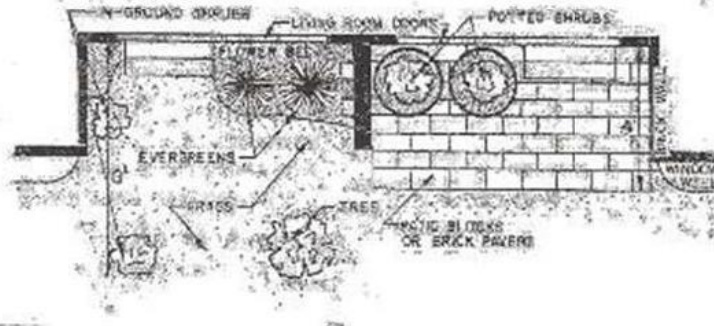
C. Living Room Patio Area

1. Natural landscaping is permitted within the 8-foot area extending outward from the living room patio doors. Natural landscaping beyond the 8-foot area shall be prohibited unless approval is first granted in writing by the Board of Directors.
2. Permanent modifications such as brick pavers, patio blocks, or concrete patios are limited to the 4-foot area extending outward from the living room patio doors.

FRONT PATIO LANDSCAPING GUIDELINES



REAR PATIO LANDSCAPING GUIDELINES



D. Limited Common Area Landscape Additions

1. Planting of grass, small shrubs, and flowers within the Limited Common Area [fenced-in patio area and rear patio area (living room side)] is allowed with the understanding that Unit owner is responsible for the care and maintenance of the above listed items including the removal of weeds.
2. Plantings shall be made in a professional and workmanlike manner, and you are urged to contact Diggers Hotline toward determining the exact location of any and all utility lines.
3. Respective Unit Owner shall assume full responsibility for any and all required maintenance and replacement of the plantings and shall also be responsible for any and all damage caused to the property or losses claimed by any individual as a result of the planting and/or installation thereof. If a Unit Owner upon notice of the Board of Directors fails to properly maintain and/or replace landscaping, the Board may hire a contractor to have the maintenance/replacement performed and the cost of the same will be assessed to the Unit Owner.
4. Association approval of the planting shall not extend indefinitely, and respective Unit Owner shall be required to change, repair, replace, or remove the planting as required and ordered by the Association.
5. The cost of said planting shall be the responsibility of the respective Unit Owner.
6. Unit owners who have grass inside their front or rear Limited Common Area are responsible for maintenance of the area, including weed removal, whether a fence is erected or not.

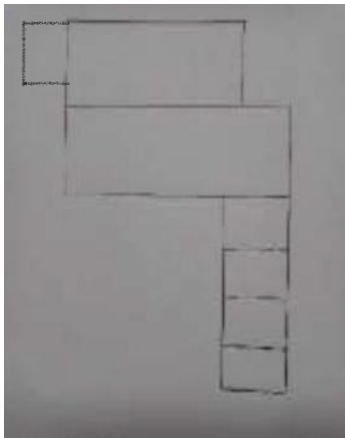
SECTION V – MAINTENANCE

A. Unit Owner Responsibility (Unit)

1. Unit interior, including individual electrical, plumbing, heating/cooling systems, interior painting, all drywall, wall coverings, floor coverings, cabinets, fixtures, and appliances.
2. Individual pest control.
3. Individual gas, electric, phone, and cable TV service.
4. Individual doors, door frames, doorknobs, locks, and gates.
5. Individual windows, window frames, screens, and hardware.
6. Maintenance of the individual, fenced-in patio areas.
7. Common Area repairs necessitated by Unit Owner negligent damage.
8. Repair of any holes or damage done to siding, roof trim, or brick by Unit Owner or outside contractor hired by Owner.
9. Water spigots outside of the Unit that only serve the Unit.

B. Association Responsibility (Common Area)

1. Grounds e.g., lawns, landscape, retaining walls, fences.
2. Asphalt drives and parking areas.
3. Sidewalks, and original two patio slabs and 2'x2" slab under water spigot



4. Building siding, trim, gutters, roofs, and foundation walls.
5. Sewer and water mains and laterals.

6. Common plumbing and utility lines.
7. Sump pumps.

NOTE: All exterior additions, alterations, replacements, or improvements require prior approval and must be made in accordance with established guidelines (Section VIII). Respective, responsible Unit Owners shall bear the cost of any remedial work required and contracted for by the Association if not timely addressed by the Unit Owner upon notice from the Board of Directors that the work needs to be performed.

C. Failure of Unit Owner to Perform Maintenance or Repair

If a Unit Owner fails to perform maintenance or repair that is his/her responsibility pursuant to the above-referenced Rule Sections or any provision of the Declaration, Bylaws, Rules, or applicable law, upon notice from the Board of Directors, and the Board of Directors deems that the failure negatively affects health, safety, or property value, or will likely cause property damage to any portion of the Condominium, the Association may perform the maintenance or repair. Any and all costs and expenses incurred by the Association shall be deemed a special charge and assessment against the Unit Owner.

Further, in cases involving manifest danger to public safety or property, the Association may enter a Unit in order to perform the repair, provided it has made a reasonable effort to give notice to the Unit Owner. In cases of emergency, no notice to the Unit Owner is required. If the necessary maintenance or repair does not involve manifest danger to public safety or property, the Association may enter a Unit in order to perform the repair provided that it has provided at least three (3) days' notice to the Unit Owner by U.S. Mail to any address provided by the Unit Owner.

If there is a broken water line in a Unit, access to the Unit in that building with the main water shut-off valve must be allowed without notice. If the Unit with the main water shut-off valve refuses entry into their Unit, they may be held liable for any damages to the other Unit(s) caused by their refusal to allow entrance to shut off the water to the building.

SECTION VI – PARKING AND VEHICULAR CONTROL

A. Permits and Registration

1. All such vehicles shall display a current parking sticker as issued by the Association. Said sticker shall be displayed at all times by attaching it to the inside of the front windshield, on the driver's side (left), 4 inches above the dashboard.
2. Any resident who acquires a different vehicle must report it to the Association in writing within ten (10) days of acquisition. Once the new vehicle is registered a new sticker will be issued for the new vehicle and the old sticker number will be shown as deleted from that unit.
3. Under no circumstances will more than two (2) parking stickers be issued to any given unit. These parking stickers are non-transferable and cannot be used by another Unit. Priority will be given to tenants rather than owners in the issuance of stickers to non-owner-occupied units. All absentee owners will be subject to regulations regarding guest parking.
4. All vehicles shall be properly plated and registered to a listed Unit Owner, resident, or dependent. At no time shall Dealer plates be authorized in the Common Area without prior authorization by the Board of Directors.

B. Parking and Non-Parking Areas

1. Every unit is entitled to two parking spaces, available for vehicles which properly display a valid parking permit. The first space is the individual Unit stall adjacent to each Unit, which is considered as being part of that Unit, and as such, is reserved for the resident of that Unit. The second space is located, at large, in the designated parking areas in the courtyards.
2. At no time shall any owner, resident, or guest be allowed to park more than one vehicle (except as stated in sub-section "E") in an individual Unit stall, nor more than one vehicle in any other designated parking area (except for motorcycles).
3. No parking is allowed by anyone in an emergency vehicle lane, along the access road, or on non-paved areas throughout the Association.

C. Guest Parking

1. Individual guest parking is allowed up to 72 hours. If guest is going to exceed that time period the vehicle must be parked in the individual unit stall and the management company must be notified with the description of the vehicle, license plate number, and Unit number at which guest is staying. Notification must allow enough lead time for the management company to notify the Board of Directors and the Security patrol. The Board of Directors will have the authority to determine if the length of stay is excessive and set a time the vehicle will need to be removed from the property.

2. In the event of a full courtyard, any guest vehicle must be moved from a courtyard space to street parking upon request of a resident whose vehicle has a valid parking permit properly displayed.
3. During snow emergencies (see definition below), the Association may ban guest parking in a particular courtyard or throughout the Association as deemed necessary, and if guest parking is so banned, it will be posted at the Utility Building and at individual courtyard entrances.

D. Snow Emergencies

1. Snow emergencies at Willow Creek shall be declared to:
 - (a) Coincide with the City of Milwaukee Snow Emergencies, or
 - (b) By the Management or Board of Directors as necessary
2. During declared snow emergencies, all vehicles in designated parking areas other than individual unit stalls may remain for a period not to exceed 24 hours. This means that vehicles shall be moved and, if necessary, dug out of designated parking areas within 24 hours of a snowfall.

E. Vehicular Control

1. All individual Unit stalls and other designated parking areas shall be used only for the parking of private passenger automobiles, pick-up trucks and vans, motorcycles, motor scooters, mopeds, and bicycles. Persons using said parking areas shall at reasonable times and upon reasonable notice, be obligated to remove their vehicles to permit the parking areas to be cleaned, repaired, resurfaced, repainted, re-stripped, or cleared of snow and ice.
2. No licensed motor vehicle shall be more than 20 feet in length, and if motorcycles or the like are to be parked in an individual unit stall with another vehicle, the total combined length shall not exceed 20 feet. Protective wood or metal plates shall be placed under motorcycle rest stands while they are parked in any individual unit stall or other designated parking areas.
3. Boats, campers, travel trailers, mobile homes, or trucks with a gross vehicle weight (GVW) over 8500 pounds shall not be stored in any parking space for more than 48 hours. Inoperable vehicles may not be stored in any parking space for more than 72 hours. No vehicles, whether operable or inoperable, shall be stored on blocks at any time.
4. The washing, cleaning, and repair of vehicles other than those properly displaying a valid permit is prohibited at all times. Limited maintenance (oil filter changes, tune-ups, etc.) on resident's vehicles is permitted, but no major repairs (motor, transmission, body, etc.), business-oriented activities regarding motor vehicles,

vehicle sales, or leasing shall be conducted. Following any oil filter change, the oil must be disposed of properly.

5. No vehicle shall remain parked in any single designated parking area space for longer than seven (7) consecutive days.
6. There shall be no speeding in the parking lots—vehicles must be driven at safe parking lot speeds at all times, no faster than 10 mph on the Condominium Property.

F. Enforcement

1. In order to keep the parking lot safe, secure, and orderly, vehicles not properly permitted within ten (10) days of acquisition may be towed at the Unit owner's expense. Any vehicle on the property displaying Dealer Plates for three or more consecutive days may also be towed at Unit Owner's expense.
2. In addition to the penalties described in this Section, vehicles determined to be in violation of any of the above rules or city ordinances may be subject to immediate ticketing, towing, and storage at the owner's expense. Neither Association nor management assures any liability for the expenses incurred by vehicle owners in the enforcement of these Rules & Regulations.

SECTION VII – ENFORCEMENT PROCEDURES; ASSESSMENT COLLECTION

A. Fines

1. The following is a schedule of the fines that will be imposed for violations of the Declaration, Bylaws, and Rules & Regulations (collectively referred to as “Governing Documents”).
 - (a) A written warning for the Unit Owner or resident’s first violation of the Governing Documents. The warning shall include a cure period and fine(s) shall be issued at the expiration of the cure period if the violation continues.
 - (b) For the second offense, a fine of fifty dollars (\$50) shall be assessed against the Unit Owner or resident.
 - (c) For a third and any successive and additional offense(s), a fine of one hundred dollars (\$100) shall be assessed against the Unit Owner or resident.
 - (d) Each day a violation continues is a separate and new violation and shall result in an additional and escalating fine(s).

Such fines are not a waiver of other remedies, including actual damages and an injunction.
2. Egregious Violations. Notwithstanding the fining structure above, a Unit Owner or resident shall be assessed a fine of five hundred dollars (\$500) for each violation of the Governing Documents if, in the sole opinion of the Board of Directors, the violation meets one or more of the following criteria:
 - (a) The violation is in direct defiance of a previous directive from the Board of Directors.
 - (b) The violation was malicious in its intent.
 - (c) The violation is evidence of a pattern of the resident or Unit Owner’s non-compliance with the Governing Documents.
 - (d) The violation is of such a nature that the violation cannot be corrected and/or that the direct monetary restitution cannot be determined.
3. Due date. Fines and attorney fees are due no later than twenty (20) days after the fine is levied, and unpaid fines, attorney fees, and costs shall be a lien against the unit ownership and may be foreclosed upon as provided by law. Unpaid fines, attorney fees and costs shall bear interest and late fees as provided in the Governing Documents.

B. Exception

If an Owner desires an exception to a certain rule, the Owner must make a request in writing to the Management Company including detailed reasons as to why the exception should be granted. The Management Company will forward the request to the Board of Directors.

The Board will review the request and will notify the Owner in writing, through the Management Company, of its decision. The Board shall have the right to place conditions and restrictions on any approval.

C. Appeals and Grievance Policy

Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

GRIEVANCE COMMITTEE RULES AND PROCEDURES:

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
2. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
3. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
4. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
6. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - (a) Of the time, place and date of a hearing before the Grievance Committee.
 - (b) Of the right to counsel.
 - (c) That evidence shall be received and a record made whether or not the party complained against attends.

7. The hearing shall be divided into two (2) sections:
 - (a) The hearing.
 - (b) The determination and decision.
8. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
9. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
10. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
11. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
12. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
13. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
 - (a) The award was procured by corruption, fraud or undue means;
 - (b) b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 - (c) The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
14. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

D. COLLECTION POLICY

1. The regular monthly assessments are due on the first day of each month.

2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.
3. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.
4. All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
5. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
6. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.
7. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.
8. A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a compound rate of 1.5% per month (18% per annum) until paid.
9. The basic collection system of the Board shall be as follows:
 - (a) At 15 days past due, a board member or the property manager may call the delinquent owner;
 - (b) At 30 days past due, a past due notice may be sent;
 - (c) At 45 days past due, a second past due notice may be sent; and

- (d) At 60 days past due, the matter may be referred to the attorney for collection.
- 10. An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.
- 11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

SECTION VIII – GUIDELINES

These Guidelines are intended as a brief summary of a few important Rules. You are advised to refer to the complete Rules and Regulations. If you have any questions, contact the Management Company or the Board of Directors.

A. Permit Procedure

In situations where permits are required, the Architectural Control Committee should be contacted. The request should be in writing and should include detailed plans and explanations of the proposed project. Said request shall be sent, by certified mail – return receipt requested, to the Committee through Management. The Committee will provide a written response to the request.

B. Paint Formulas

The following paint formulas **ONLY** shall be used whenever permitted exterior modifications listed below are constructed or installed. These paints are only available at the Sherwin-Williams store located at 4278 S. 27th St.

Koala Brown: To be used for sides of storage sheds, flower boxes, trellis planters, mailboxes, and new fencing so as to match the existing fencing.

SHERWIN-WILLIAMS 703025	
414-281-9800	
EXTERIOR	STAINS
WOODSCAPES	LATEX
FLAT	STANDALONE
HUNT MGMT KOALA HUNT BROWN	
CUSTOM MANUAL MATCH	
CCE*COLORANT 02 32 64 128	
W1-White	18 29 -- --
B1-Black	16 33 -- --
R2-Maroon 4	52 -- --
Y3-Deep Gold	18 44 -- --
FIVE GALLON	ULTRADEEP
A15T00054	640333555
NOT RECOMMENDED FOR USE ON VINYL	
Non-Returnable Tinted Color	
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.	

Brown: To be used for trim on sheds, air conditioner support brackets, storm doors, and storm door / window frames so as to match the existing building trim.

SHERWIN-WILLIAMS 703025				
414-281-9800				
EXTERIOR	STAINS			
WOODSCAPES	LATEX			
FLAT	STANDALONE			
DOOR GUTTER BROWN MATCH				
CUSTOM MANUAL MATCH				
CCE*COLORANT 02	32	64	128	
W1-White	--	42	1	1
B1-Black	6	17	--	--
G2-New Green	--	1	1	1
R2-Maroon	--	49	1	1
T3-Deep Gold	--	16	--	--
ONE GALLON	ULTRADEEP			
A15T00054	640333548			
NOT RECOMMENDED FOR USE ON VINYL				
Non-Returnable Tinted Color				
CAUTION: To assure consistent color,				
always order enough paint to complete the				
job and intermix all containers of the same				
color before application. Mixed colors may				
vary slightly from color strip or color chip.				

Note: These formulas and any others are not intended to be used for repainting existing Common elements such as fences or building exteriors, since a second coat will darken the original colors and create a non-uniform appearance which could lessen property values. The repair, maintenance and repainting of all Common elements is the exclusive responsibility of the Association. Contact Management if you have any questions in this regard.

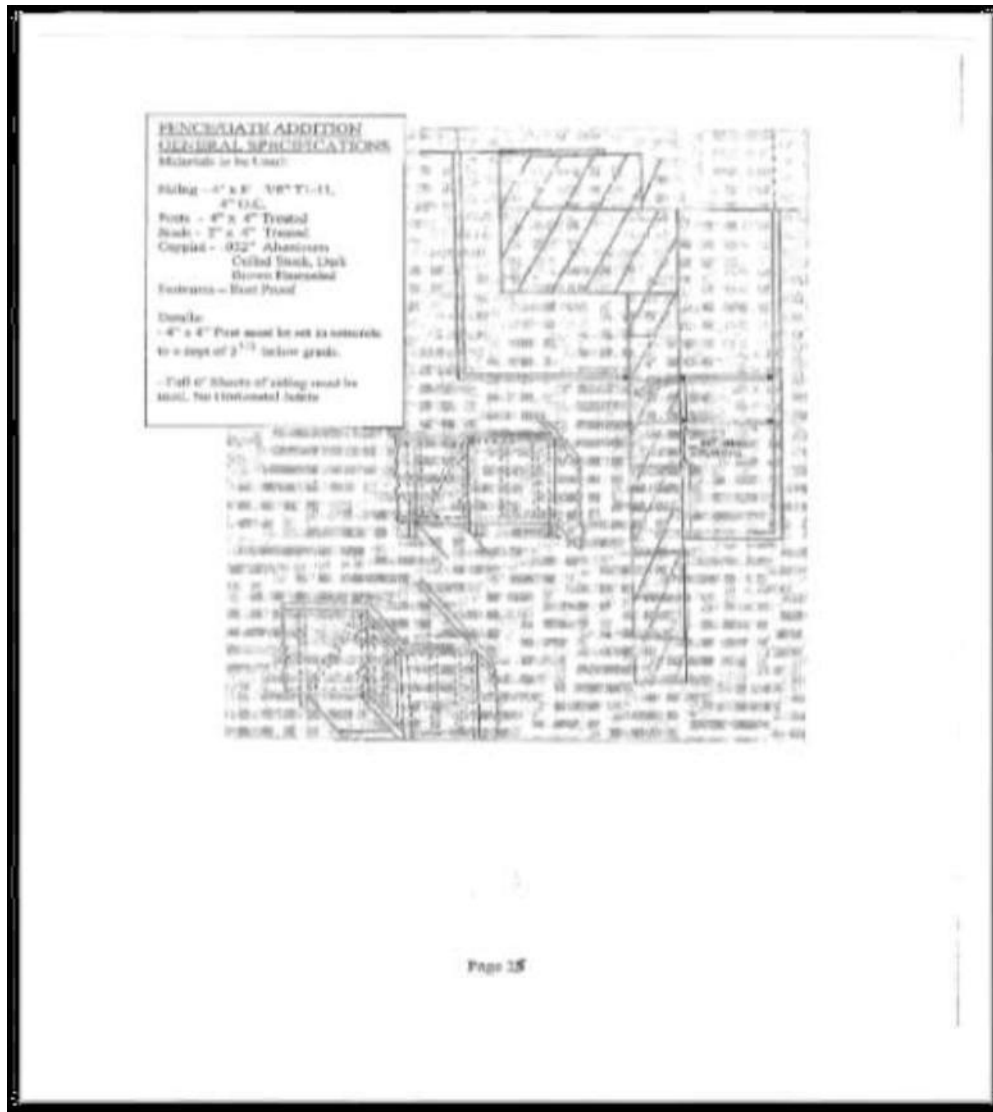
C. Deck Addition Guidelines – Permit Required

1. Deck shall be constructed within the confines of the fenced-in front patio area or within 4 feet of the rear of the Unit.
2. Deck shall be of the “floating” type and shall in no way be attached to the building, fencing, foundation, concrete, etc.
3. Prior to construction, foundation grade shall be raised so that positive draining away from the building is guaranteed and the deck itself shall rest upon gravel, patio blocks, brick pavers, small concrete-type pads, or the like.

4. Deck shall be constructed in a professional and workmanlike manner and shall be made of treated 2" x 4", 2" x 6", and 4" x 4" stock, painted/stained in the approved colors, See Paint Formulas, page 28).
5. Deck shall be no higher than 7 1/2 inches below the patio door threshold or the existing bottom step, whichever is lower.
6. Respective Unit Owner shall, at all times, be responsible for any required maintenance and repair to the deck and shall also be responsible for any and all damage caused to the Common or patio area as a result of the deck and construction thereof.
7. Association approval of the deck shall not extend indefinitely, and respective Unit Owner shall change, repair, replace, or remove the deck as required and ordered by the Association.

D. Fence / Gate Addition Guidelines – Permit Required

1. General Specifications shall be adhered to.
2. Respective Unit Owner shall, at all times, be responsible for any required maintenance and repair to the addition and shall also be responsible for any and all damage caused to the Common Area or patio area as a result of the addition and construction thereof.
3. The addition shall be constructed in a professional and workmanlike manner by an Association approved contractor at respective Unit Owner's expense. You are urged to contact Diggers Hotline toward determining the exact location of any and all utility lines.
4. Association approval of the addition shall not extend indefinitely, and respective Unit Owner shall change, repair, replace, or remove the addition as required and ordered by the Association.



Fence / Gate Addition – General Specifications

Materials to be used:

- Siding – 4' x 8' x 3/8" T1-11
- Posts – 4" x 4" Treated
- Studs – 2" x 4" Treated
- Capping - .032" Aluminum Coiled Stock, Dark Brown Enameled
- Fasteners – Rust Proof

Details:

- 4" x 4" Post must be set in concrete to a depth of 3 1/2 ' below grade
- Full 6' Sheets of siding must be used. No horizontal joints

E. Satellite Dish Guidelines

1. No satellite dish shall be installed without prior notice to the Board of Directors.
2. The dish shall not exceed one meter (39.37”) in diameter.
3. The dish shall be positioned, on the ground, within the individual front fenced-in patio area or within the four-foot rear patio area.
4. The dish shall not be attached to the building exterior, roof, fencing, concrete patio, sidewalk, or asphalt.
5. If positioned within the front fenced-in patio area, every effort shall be made to keep the dish from extending above the fence.
6. If positioned within the four-foot rear patio area, the dish shall be screened from sight by approved plantings.
7. Cable leading from the dish to the Unit shall be run through the above grade foundation block wall or the lower skirt board only, and the access hole shall be professionally drilled and sealed. No cable shall be attached to or strung across any other portion of the building exterior.
8. The dish mounting pad or stand shall not be permanent in nature and must be removable with no damage to the mounting area.
9. The dish shall be mounted in a professional and workmanlike manner according to industry standards and governmental requirements.
10. Diggers Hotline and other utility providers shall locate all utility lines prior to dish installation (some television line locations are not recorded).
11. Respective Unit Owners shall be responsible for repair, replacement, or painting, of any portion of the adjacent Common Area, or patio area damaged by the dish installation or that which requires repair, replacement, or painting in conjunction with said installation.
12. Respective Unit Owners shall be responsible for the maintenance, repair, or replacement of the dish and shall be responsible for any and all property damage or losses claimed by any individual as a result of the dish installation.
13. Dish installation approval shall not extend indefinitely, and respective Unit Owners shall remove the dish as ordered by the Association. Owner shall remove the dish installation and restore the property to its pre-installation condition upon selling or vacating the Unit.

14. Within five (5) days of dish installation the respective Unit Owner shall contact Management to arrange for an inspection of the dish installation to confirm compliance with all installation guidelines and requirements.

F. Maintenance, Repair, and Replacement Guidelines

See Paint Formulas, page 25, for proper colors.

1. Patio Areas and Balconies

Maintenance of the fenced-in patio areas and balconies is the responsibility of the individual homeowner.

2. Specific Rules, Patio and Balconies

- (a) Maintenance Responsibilities: Each Unit Resident is responsible for the general maintenance of balconies and adjacent patio areas, including:

- i. cleaning and removal of snow and ice from paved areas.
 - ii. the trimming of lawns and shrubs and keeping all such areas clean and uncluttered.
 - iii. Individual lawn areas, gardens, and planting beds shall be regularly mowed, cut and/or weeded.
 - iv. planting containers shall be neatly displayed and not attached to the building or fencing.
 - v. decking and railings of balconies shall be maintained to ensure the safety of the Units residents.

- (b) Outdoor Storage:

- i. Grills and portable fire pits (or other outdoor heating device) shall not be stored or operated on balconies, grassy areas, or operated within 10 feet of the building exterior.
 - ii. Refuse containers shall be stored within the fenced-in area only. Following City of Milwaukee garbage pickup, containers must be returned to the fenced-in area immediately.
 - iii. Owners are responsible for the maintenance of the patios, and gates.
 - iv. Hoses and sprinklers shall be rolled up and stored; not left lying on the ground or in the grassy areas.

(c) Additions, improvements, or Attachments:

- i. Satellite dishes may be permitted as stated above only.
- ii. Individual landscape improvements may be permitted with prior approval only.
- iii. Individual decks, fences, and gates may be permitted with prior approval only.

(d) Doors and Windows

Main entrance doors shall be solid wood or metal (glass is allowed on the top half of the door only). Plain or raised panels are permitted. Screen and storm entrance doors shall be wood or metal and ornamented in the lower half only. All doors and frames must be pre-finished or painted the appropriate dark brown color to match the Association.

The maintenance, repair and replacement of Unit entrance doors, screen doors, patio doors, and windows are the responsibility of the individual Homeowner. Replacement must be made in the existing style and size, generally:

- (a) All visible portions of the door and window units must be pre-finished or be painted the appropriate dark brown color of the Association.
- (b) Window and door glass must be clear with no fogging, tinting, mirror effect, or exterior covering.
- (c) All windows (except skylights, basement, transom above corner unit doors, and sidelights on corner unit next to doors) must have screens. The screens must be free from rips, tears, and tape.
- (d) Window air conditioner brackets must be painted the appropriate dark brown color.
- (e) Window treatments must be drapes or blinds. Blankets, tarps, newspapers, sheets, banners, plywood, or bars are not permitted.

NOTE: All deviations from the guidelines or the original size and style, must have prior written approval by the Board of Directors.

3. Specific Rules, Doors and Windows

- (a) Screen/Storm Doors: Screen/Storm doors may be ornamented in the lower half only, shall be maintained in good condition and have wooden or metal frames painted to match the Association. Both door and frame shall be pre-finished or painted to the appropriate dark brown color. Ornamental doors with gold or colored trim are not permitted.

- (b) **Patio Doors:** Patio doors shall be of clear glass. Patio storm doors may be clear glass only. Doors must be maintained in good working condition and have wooden, vinyl, or metal frames painted to match the Association. The exterior use of plastic sheeting is prohibited. All portions of the door and frame that are visible to the exterior must be the appropriate dark brown color. Frame size must be consistent with the original type of frame. No French doors are permitted.
- (c) **Window / Screens:** All windows except skylights, basement, transom above corner unit doors and sidelights on corner unit next to doors must have screens properly installed, and all windows except basement windows must be clear glass. Basement windows may be of glass block. Non-functional windows and screens must be repaired or replaced within five (5) days, and at all times be properly maintained. Frame size must be consistent with the original type of frame. Maintenance, repair, and replacement of windows, screens, casements, and the like shall be the responsibility of the respective Unit Owner. Said window must be double hung and have wooden, vinyl, or metal frames painted to match the Association. All bedroom windows must be double hung of clear glass with a screen frame. Bedroom and basement window frames may be of wood, metal, or vinyl, and all areas exposed to the exterior must be painted the appropriate dark brown color. All windows must be in good working order. Broken windows are not permitted, and all windows shall be free from fogged glass or bent frames. No screens shall have rips or tears.

G. Entrance Door Light Fixture

Unit Owners are responsible for the maintenance, repair, and replacement of their own individual entrance door light fixture. Said fixture shall be a single or double bulb, coach, or flood light fixture in the color dark brown, bronze, or black and have a clear or frosted lens cover. Entrance door light fixtures must be operational. Unit Owners shall be responsible for complying with any and all municipal ordinances and codes that relate to light fixture installation.

SECTION IX – UTILITY BUILDING

A. The Utility Building may be used for the following purposes:

1. Meetings of the Board of Directors.
2. Meetings of committees of the Association.
3. Storage of equipment for maintenance and landscaping.
4. Use of restroom facilities by contractors hired by the Association.
5. Any other use permitted by the Board of Directors subject to the restrictions in paragraph B.

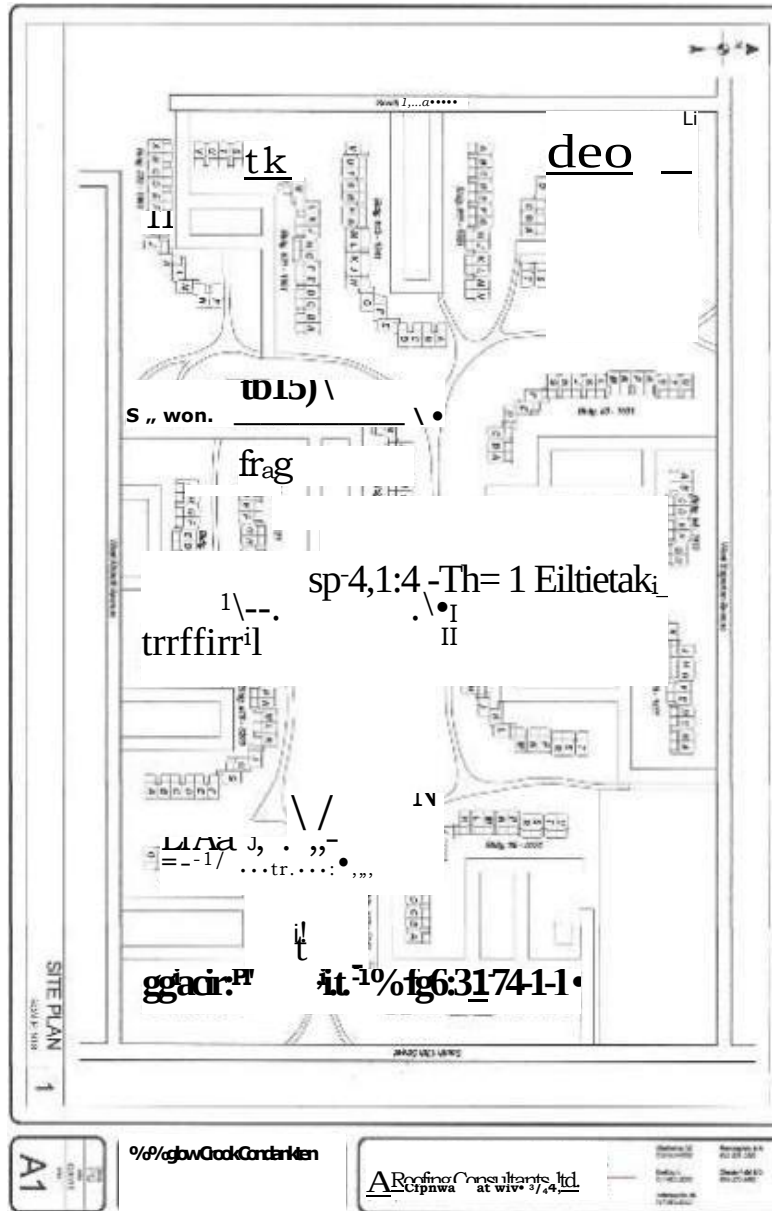
A. The Utility Building may not be used by any Owner, including Board members, for personal business, entertaining, or any recreation or leisure activities.

B. The following people shall be entitled to have a key for the Utility Building:

1. Officers of the Association (meaning, the President, Vice President, Secretary, and Treasurer).
2. The Managing Agent of the Association.
3. Any member serving as a chairperson of a committee. This person must return the key after they are done serving as the chairperson.
4. The Board of Directors may allow the following people to have a key:
 - (a) Directors of the Association (that are not also serving as officers).
 - (b) Contractors hired by the Association. For these contractors, the Board may elect to place a key in a lockbox.

SECTION X - MAPS

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West Edgerton Avenue

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