

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the ☐ icon) or may be completed to both summarize the information and refer to the condominium documents. *This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.*

Condominium Name: Cross Wind Cove

How is the condominium association managed?

- What is the name of the condominium association? Cross Wind Cove Condominium Owner's
- What is the association's mailing address? c/o Elite Properties, Inc., 700 Larry Court, Waukesha, WI 53186
- How is the association managed?
 - ☐ By the unit owners (self-managed)
 - ☒ By a management agent or company
 - ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Elite Properties (Management agent/company or other available contact person)
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? c/o Elite Properties, Inc., 700 Larry Court, Waukesha, WI 53186; Phone: 262-373-1777; Fax: 262-373-1731; Website: <https://www.eliteprop.org/>; e-mail: info@eliteprop.org
- For specific information about the management of this association, see Amended and Restated Bylaws ("Bylaws"), Article V, Section 14

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? 2 (garage)
- How many outside? 2 (in front of garage)
- How many inside? 2 (garage) [check all that apply]
 - ☐ Common element
 - ☒ Limited common element (in front of garage)
 - ☒ Included as part of the unit (garage)
 - ☐ Separate nonvoting units
 - ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
☒ No
☐ Yes, in the amount of: \$ N/A per N/A.
☐ Other: N/A
- Are parking assignments reserved or designated on the plat or in the condominium documents?
☐ No
☒ Yes – Where? Plat
- Are parking spaces assigned to a unit by deed?
☒ No
☐ Yes
- Can parking spaces be transferred between unit owners?
☒ No
☐ Yes
- What parking is available for visitors? Driveway of unit
- What are the parking restrictions at this condominium? If Unit Owner has one or two vehicles, they must be parked in the garage. If three are owned, two must be in the garage and the third in the driveway leading to their garage. If oversized vehicle that does not fit in the garage, must have written approval to park in the driveway. This exception is limited to a maximum of two oversized vehicles in the driveway.
- For specific information about the parking of this condominium, see Fourth Amended and Restated Declaration (“Declaration”), Sections 5.01(D), 12.04; Amended Rules and Regulations (12/1/2011), 9 (Parking)

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Dogs, cats, small household animals
- What are some of the major restrictions and limitations on pets? two medium-size dogs limited to 50 pounds each or two domestic cats or one medium-size dog and one domestic cat and other small household pets.
- For specific information about the condominium pet rules, see Declaration, Section 12.05; Amended Rules and Regulations (“Rules and Regulations”)

May I rent my condominium unit?

- Are unit rentals allowed? ☒ No ☐ Yes
- If yes, what are the major limitations and restrictions on unit rentals? _____
- For specific information about renting units at this condominium, see Declaration, Section 15.01; Amended and Restated Bylaws (“Bylaws”), Article IX Sections 1-3; Rules and Regulations, Leasing of Condominium

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
- If yes, what are the major amenities and features? Five Fields Subdivision use of parks and pond area

- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
☐ No
☒ Yes – What is the cost? See budget (varies per year)
- For specific information about special amenities, see Declaration, Article VIII Section 8.06.

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair the unit and all windows, window frames, doors and all glass. Attic space above each upper unit, electric, telephone communications, gas, water and sewer lines, pipes within each unit. Heating and air conditioning systems.
- For specific information about unit maintenance and repairs, see Declaration, Article III Section 3.03; Declaration, Article XI, Section 11.02.

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement are performed as follows: By the Association
- How are repairs and replacements of the common elements funded?
☐ Unit owner assessments
☐ Reserve funds
☒ Both
☒ Other: Periodic special assessments, if necessary.
- For specific information about common element maintenance, repairs and replacements see Declaration, Article XI, Section 11.01, 11.05; Bylaws Article VII, Section 1
- How are repairs and replacements of the limited common elements funded?
☐ Unit owner assessments
☐ Reserve funds
☒ Both
☒ Other (*specify*): Periodic special assessments, if necessary.
- Limited common element maintenance, repairs and replacement is performed as follows:
By the Association when needed to ensure safety, uniformity and pleasant appearance of the entire complex.

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

Is there a Statutory Reserve Account? ☐ Yes ☒ No

- For specific information about this condominium's reserve funds for repairs and replacements, see Declaration, Article VIII, Section 8.03; Bylaws, Article VII, Section 2 (B)(C)
- Reserve Account balance: \$320,547.58, as of the date this Executive Summary was prepared.

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
☒ Not applicable (no developer-owned units)
☐ No
☐ Yes – In what way? N/A
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
☒ No
☐ Yes – Describe these provisions: N/A, Developer control period is over.
- For specific information about condominium fees during the developer control period, see N/A

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

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? N/A
- When does the expansion end? N/A
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: No structural alterations, changes or improvements are permitted without first obtaining written consent of the Association.
- Describe the rules, restrictions and procedures for enclosing limited common elements: No structural alterations, changes or improvements are permitted without first obtaining written consent of the Association.
- For specific information about unit alterations and limited common element enclosures, see Declaration, Article XI Sections 11.02, 11.03.

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Articles of Incorporation, Article VIII; Declaration, Article XV Section 15.09; Bylaws Article X.

Other restrictions or features (optional): _____

Does the Association have the right of first purchase:

- ☒ No
☐ Yes

Does the Association charge a transfer fee:

- ☐ No
☒ Yes. If so, how much? \$ amount equal to three (3) months' installments of the regular annual assessments at that time. See Declaration Article VIII, Section 8.08

Does the Association charge a disclosure material fee:

- ☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or \$50.00, whichever is less pursuant to Section 703.20(2)(a) Wis. Stat.

Does the Association charge a payoff statement fee?

- ☒ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? \$ _____
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two-month period there is a \$25.00 charge.

This Executive Summary was prepared on January 9, 2026 (insert date)

By: Attorney Lydia J. Chartre (state name and title or position).

*Note: A "Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

Fund Balance Sheet

Properties: Cross Wind Cove Condominium Owner's Association Inc. - 700 Larry Court Waukesha, WI 53186

As of: 01/31/2026

Accounting Basis: Cash

GL Account Map: Cross Wind Cove

Level of Detail: Detail View

Account Number	Account Name	Operating	Reserve	Total
ASSETS				
Cash				
115000	Operating Account	42,463.38		42,463.38
116001	Operating MM Account	41,323.88		41,323.88
117000	Reserve MM Account		126,180.38	126,180.38
118000	Landmark Business Savings		50,993.25	50,993.25
119000	Landmark CD-10/20/2027 3.69%		79,718.32	79,718.32
120000	Landmark CD-09/19/2026 4.07%		63,655.63	63,655.63
Total Cash		83,787.26	320,547.58	404,334.84
TOTAL ASSETS		83,787.26	320,547.58	404,334.84
LIABILITIES & CAPITAL				
Liabilities				
230000	Prepaid	390.00		390.00
Total Liabilities		390.00	0.00	390.00
Capital				
399900	Appfolio Opening Balance Equity	311,088.30		311,088.30
	Calculated Retained Earnings	28,218.32	0.00	28,218.32
	Calculated Prior Years Retained Earnings	-36,954.77	101,592.99	64,638.22
Total Capital		302,351.85	101,592.99	403,944.84
TOTAL LIABILITIES & CAPITAL		302,741.85	101,592.99	404,334.84

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

**THIRD AMENDMENT TO
CONDOMINIUM DECLARATION**

Recorded On: 03/20/2025 1:03:07 PM

Total Fee: \$30.00 Page(s): 8
Transfer Tax: \$0.00

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

CROSS WIND COVE CONDOMINIUM

Record this document with the Register of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Kaman & Cusimano, LLC
111 East Kilbourn Avenue,
Suite 1700
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

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

Cross Wind Cove Condominium (the "Condominium") was created by a Declaration of Condominium, recorded on May 16, 1989 with the Register of Deeds for Waukesha County as Document No. 1535598, as amended on February 6, 1990 as Document No. 1576365, as amended on May 18, 1995 as Document No. 2039538 (as amended, the "Declaration"); and

WHEREAS, Cross Wind Cove Condominium Association, Inc. (the "Association"), pursuant to the rights reserved in Section 16.13 of the Declaration, and desires to amend the Declaration;

WHEREAS, Section 16.13 of the Declaration allows amendments to the Declaration by an instrument in writing signed by Owners of not less than seventy-five percent (75%) of the Units; and

WHEREAS, at least 75% of the Owners have signified their written consent to modify the Declaration as set forth below;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

1) Section 16.13 shall be amended by deleting the ~~striketrough~~ language and adding the underlined language to read as follows:

Section 16.13 Amendment of Declaration

- A. ~~This Declaration may be amended by the Developer alone, without the consent of any Unit Owner, mortgage lienholder or the Association, until all Units have been sold, in order to correct any errors or omissions herein necessary to comply with or conform to the provisions of the Act, to revise "Exhibits A, B, C and D", and Section 2.03 hereof, so as to reasonably represent the actual location, size, style and characteristics of any of the actual Units, Common Areas or Limited Common Areas, as actually Developer constructed by the~~
- B. ~~The provisions of Article I, Section 6.01, Section 6.02, Section 6.03 and Section 13.02 of this Declaration may only be amended by an instrument, in writing, signed and acknowledged by the Association, all of the Unit Owners and all mortgagees having a bona fide lien of record against any Units.~~
- C. A. All other provisions of this Declaration, ~~except Section 16.02 and 16.06, which may never be amended without the written consent of the Developer without any action by the Unit Owners, where the Developer owns seventy-five (75%) per cent of all the Units and the amendment shall, also, require the written consent approval of at least seventy-five (75%)~~ sixty-seven per cent (67%) of all the Unit Owners and their mortgagees, if any, to the extent set forth in the Act. ~~and, thereafter, by an instrument, in writing, signed by all the Owners of not less than seventy-five (75%) per cent of the Units, and mortgagees.~~

- ~~D.~~ B. All such amendments shall be effective, upon the recording of the same in the office of the Register of Deeds for Waukesha County, Wisconsin provided, however, that no provisions of this Declaration may be changed, modified or rescinded, as to conflict with the provisions of the Act.

This Third Amendment to the Declaration complies with the requirements of the Declaration at Section 16.13 and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of seventy five percent (75%) of the Unit owners, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Wisconsin Condominium Ownership Act.

IN WITNESS WHEREOF, the Association has executed this Third Amendment to the Declaration this 14 day of MARCH, 2025

CROSS WIND COVE CONDOMINIUM
OWNERS ASSOCIATION, INC., a Wisconsin
Non-Stock Corporation,

By: [Signature] (President)
Michael E. Gore (Print)

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukegan

This document was acknowledged before me by MICHAEL GORE, as President of Cross Wind Cove Condominium Owners Association, Inc., on this 14 day of MARCH, 2025



[Signature]
Notary Public, State of Wisconsin
Name: SARA MOKER
My Commission Expires: 2/4/2028

EXHIBIT A

Legal Description

Units A, B, C and D in Building 1, Units A, B, C and D in Building 2, Units A and B in Building 3, Units A and B in Building 4, Units A, B, C and D in Building 5, Units A, B, C and D in Building 6, Units A and B in Building 7, Units A and B in Building 8, Units A and B in Building 9, Units A and B in Building 10, Units A, B and C in Building 11, Units A and B in Building 12, Units A and B in Building 13, Units A, B and C in Building 14, Units A, B and C in Building 15, Units A, B, C and D in Building 16, Units A and B in Building 17, Units A and B in Building 18, Units A and B in Building 19, Units A and B in Building 20, Units A and B in Building 21, Units A and B in Building 22, Units A, B, C and D in Building 23, Units A and B in Building 24, Units A and B in Building 25, Units A and B in Building 26, Units A, B, C and D in Building 27, Units A and B in Building 28, Units A, B and C in Building 29, Units A and B in Building 30, Units A, B, C, D and E in Building 31, Units A and B in Building 32 and Units A and B in Building 33, in the Cross Wind Cove Condominium(s) created by a "Declaration of Condominium" recorded on May 16, 1989, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 1535598, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town now City of Pewaukee, County of Waukesha, Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
PWC 0907-997-006	N34W23801 Grace Avenue, Unit A
PWC 0907-997-007	N34W23801 Grace Avenue, Unit B
PWC 0907-997-008	N34W23801 Grace Avenue, Unit C
PWC 0907-997-009	N34W23801 Grace Avenue, Unit D
PWC 0907-997-010	N34W23813 Grace Avenue, Unit A
PWC 0907-997-011	N34W23813 Grace Avenue, Unit B
PWC 0907-997-012	N34W23813 Grace Avenue, Unit C
PWC 0907-997-013	N34W23813 Grace Avenue, Unit D
PWC 0907-997-014	N34W23825 Grace Avenue, Unit A
PWC 0907-997-015	N34W23825 Grace Avenue, Unit B
PWC 0907-997-016	N34W23833 Grace Avenue, Unit A
PWC 0907-997-017	N34W23833 Grace Avenue, Unit B
PWC 0907-997-018	N34W23828 Grace Avenue, Unit A
PWC 0907-997-019	N34W23828 Grace Avenue, Unit B
PWC 0907-997-020	N34W23828 Grace Avenue, Unit C
PWC 0907-997-021	N34W23828 Grace Avenue, Unit D
PWC 0907-997-022	N34W23844 Grace Avenue, Unit A
PWC 0907-997-023	N34W23844 Grace Avenue, Unit B
PWC 0907-997-024	N34W23844 Grace Avenue, Unit C
PWC 0907-997-025	N34W23810 Grace Avenue, Unit A
PWC 0907-997-026	N34W23810 Grace Avenue, Unit B
PWC 0907-997-027	N34W23806 Grace Avenue, Unit A
PWC 0907-997-028	N34W23806 Grace Avenue, Unit B
PWC 0907-997-029	N34W23806 Grace Avenue, Unit C
PWC 0907-997-030	N34W23806 Grace Avenue, Unit D
PWC 0907-997-031	N34W23849 Grace Avenue, Unit A
PWC 0907-997-032	N34W23849 Grace Avenue, Unit B
PWC 0907-997-033	N34W23849 Grace Avenue, Unit C
PWC 0907-997-034	N34W23849 Grace Avenue, Unit D
PWC 0907-997-035	N34W23861 Grace Avenue, Unit A
PWC 0907-997-036	N34W23861 Grace Avenue, Unit B
PWC 0907-997-037	N34W23861 Grace Avenue, Unit C
PWC 0907-997-038	N34W23861 Grace Avenue, Unit D
PWC 0907-997-039	N34W23877 Grace Avenue, Unit A
PWC 0907-997-040	N34W23877 Grace Avenue, Unit B
PWC 0907-997-041	N34W23879 Grace Avenue, Unit A
PWC 0907-997-042	N34W23879 Grace Avenue, Unit B
PWC 0907-997-043	N34W23858 Grace Avenue, Unit A
PWC 0907-997-044	N34W23858 Grace Avenue, Unit B
PWC 0907-997-045	N34W23862 Grace Avenue, Unit A

Tax KeyStreet Address

PWC 0907-997-046	N34W23862 Grace Avenue, Unit B
PWC 0907-997-047	N34W23875 Grace Avenue, Unit A
PWC 0907-997-048	N34W23875 Grace Avenue, Unit B
PWC 0907-997-049	N34W23875 Grace Avenue, Unit C
PWC 0907-997-050	N34W23871 Grace Avenue, Unit A
PWC 0907-997-051	N34W23871 Grace Avenue, Unit B
PWC 0907-997-052	N34W23869 Grace Avenue, Unit A
PWC 0907-997-053	N34W23869 Grace Avenue, Unit B
PWC 0907-997-054	N34W23853 Grace Avenue, Unit A
PWC 0907-997-055	N34W23853 Grace Avenue, Unit B
PWC 0907-997-056	N34W23853 Grace Avenue, Unit C
PWC 0907-997-057	N34W23822 Adam Court, Unit A
PWC 0907-997-058	N34W23822 Adam Court, Unit B
PWC 0907-997-059	N34W23820 Adam Court, Unit A
PWC 0907-997-060	N34W23820 Adam Court, Unit B
PWC 0907-997-061	N34W23818 Adam Court, Unit A
PWC 0907-997-062	N34W23818 Adam Court, Unit B
PWC 0907-997-063	N34W23815 Adam Court, Unit A
PWC 0907-997-064	N34W23815 Adam Court, Unit B
PWC 0907-997-065	N34W23811 Adam Court, Unit A
PWC 0907-997-066	N34W23811 Adam Court, Unit B
PWC 0907-997-067	N34W23809 Adam Court, Unit A
PWC 0907-997-068	N34W23809 Adam Court, Unit B
PWC 0907-997-069	N34W23838 Grace Avenue, Unit A
PWC 0907-997-070	N34W23838 Grace Avenue, Unit B
PWC 0907-997-071	N34W23846 Grace Avenue, Unit A
PWC 0907-997-072	N34W23846 Grace Avenue, Unit B
PWC 0907-997-073	N34W23852 Grace Avenue, Unit A
PWC 0907-997-074	N34W23852 Grace Avenue, Unit B
PWC 0907-997-075	N34W23852 Grace Avenue, Unit C
PWC 0907-997-076	N34W23852 Grace Avenue, Unit D
PWC 0907-997-077	N34W23866 Grace Avenue, Unit A
PWC 0907-997-078	N34W23866 Grace Avenue, Unit B
PWC 0907-997-079	N34W23874 Grace Avenue, Unit A
PWC 0907-997-080	N34W23874 Grace Avenue, Unit B
PWC 0907-997-081	N34W23874 Grace Avenue, Unit C
PWC 0907-997-082	N34W23886 Grace Avenue, Unit A
PWC 0907-997-083	N34W23886 Grace Avenue, Unit B
PWC 0907-997-084	N34W23895 Grace Avenue, Unit A
PWC 0907-997-085	N34W23895 Grace Avenue, Unit B
PWC 0907-997-086	N34W23895 Grace Avenue, Unit C
PWC 0907-997-087	N34W23895 Grace Avenue, Unit D
PWC 0907-997-088	N34W23895 Grace Avenue, Unit E
PWC 0907-997-089	N34W23887 Grace Avenue, Unit A

Tax Key

PWC 0907-997-090
PWC 0907-997-091
PWC 0907-997-092

Street Address

N34W23887 Grace Avenue, Unit B
N34W23883 Grace Avenue, Unit A
N34W23883 Grace Avenue, Unit B

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 03/20/2025 1:52:31 PM

Total Fee: \$30.00 Page(s): 25
Transfer Tax: \$0.00

FOURTH AMENDED AND RESTATED
DECLARATION

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

CROSS WIND COVE CONDOMINIUM

Record this document with the
Register of Deeds

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

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

FOURTH AMENDED AND RESTATED DECLARATION OF

CROSS WIND COVE CONDOMINIUM

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FOURTH AMENDED AND RESTATED DECLARATION OF

CROSS WIND COVE CONDOMINIUM

Cross Wind Cove Condominium (the “Condominium”) was created by a Declaration of Condominium, recorded on May 16, 1989 with the Register of Deeds for Waukesha County as Document No. 1535598, as amended on February 6, 1990 as Document No. 1576365, as amended on May 18, 1995 as Document No. 2039538, as amended on March 20, 2024 as Document No. 4809446 (as amended, the “Declaration”).

ARTICLE I **GENERAL PROVISIONS**

Section 1.01 Purpose. The Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to Cross Wind Cove Condominium Owners Association, Inc. (the “Association”), and changes in common practice over the years.

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.

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.

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

Section 1.02 Name. The name by which the project is to be known shall be “CROSS WIND COVE CONDOMINIUM”.

Section 1.03 Legal Description. The land and improvements which is the subject of this Declaration is particularly described as shown on Plat of Record, and on “Exhibit A” attached hereto.

Section 1.04 Definitions. For all purposes related to this Declaration and the Association, Articles of Incorporation, By-Laws and Rules and Regulations:

- A. The word “ACT” shall mean the Condominium Ownership Act of the State of Wisconsin now in effect and as hereinafter amended.

- B. The word "UNIT" shall mean Unit as defined in said Act and, in particular, being a part of this condominium intended for any type of independent use as one cubicle of air or one or more levels of space.
- C. The words "UNIT OWNER" shall mean Unit Owner, as defined in the Act, that is, a person, combination of persons, partnership or corporation who holds legal title to a condominium unit. Ownership of a Unit by land contract is strictly prohibited, subject to Section 6.03 herein.
- D. The word "PREMISES" shall mean the entire parcel of land and improvements described in Section 1.03 hereof.
- E. The word "PROJECT" shall mean the entire condominium including improvements constructed on the premises, pursuant to the provisions of the Act and this Declaration, or any amendments thereto.
- F. The word "BUILDING" shall refer to any building located on the Project, regardless of the number of Units contained therein, or ownership.
- G. The words "CROSS WIND COVE CONDOMINIUM" shall mean the Project.
- H. The words "COMMON AREA" shall include the limited common areas for all purposes, except as otherwise specifically limited in this Declaration.
- I. The word "ASSOCIATION" shall mean the Cross Wind Cove Condominium Owner's Association, Inc., a Wisconsin non-stock corporation.
- J. The words "BY-LAWS" and "RULES AND REGULATIONS" shall mean the By-Laws and Rules and Regulations of the Association.
- K. Any words or phrases herein not specifically defined shall have the meaning and purposes set forth in the Act.

Section 1.05 Exhibits. The various Exhibits referred to herein and identified by number shall be attached hereto and be deemed to be incorporated herein and made a part hereof by reference.

ARTICLE II

UNITS

Section 2.01 Construction of the Buildings. The buildings were originally constructed principally of lumber and masonry materials.

Section 2.02 Description of Units. The Units shall be located on the Premises, substantially in accordance with the Plat; said Plat providing a general description of each Unit, including its perimeters, locations and any other data sufficient to identify it with reasonable certainty.

Section 2.03 Designation of Units. There are a total of thirty-three (33) buildings, comprising a total of eighty-seven (87) Units, consisting of a mix of two (2), three (3), four (4) or five (5) Units per building as shown on the Plat.

ARTICLE III **INDIVIDUAL UNITS**

Section 3.01 Unit Legal Descriptions. The identifying letter assigned to each Unit shall be a part of its legal description, as provided in Sections 2.02 and 2.03 hereof, and as set forth in “Exhibits”, and hereafter, any conveyance, mortgage, lease or any other document referring to such Units by such identifying letter and building number/address shall sufficiently describe such Unit as a Unit for all purposes provided in the Act.

Section 3.02 Identification of Units. A Unit is that part of the building intended for individual living Unit, comprised of one or more cubicles of air, at one or more levels of space, having outer boundaries formed by the interior perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the Unit, as said boundaries are shown on the building and floor plans, together with all fixtures and improvements therein contained, as shown the Plat.

Section 3.03 Individual Responsibilities. Individual Unit Owners shall, also, be responsible for maintenance of all drywall, flooring, windows, window frames and doors, including all glass in all windows and doors, and they shall be considered a part of the Unit. All installations for providing power, light, gas, hot water and cold water, heating, refrigeration and air conditioning serving each Unit shall be considered a limited common area, appurtenant to that Unit, as set forth herein in Article V.

ARTICLE IV **COMMON AREAS**

Section 4.01 Common Areas and Facilities. Common Areas and Facilities shall consist of all Cross Wind Cove Condominium land, improvements and appurtenances, except the individual Units as defined hereunder, including without limitation:

- A. The Premises described in Section 1.03 hereof;
- B. The electric, telephone, communications, gas, water and sewer lines or pipes, serving the Project and the Units, except to the extent that such are limited common elements;
- C. The common sidewalks;
- D. The common lawn, parking areas other than garages, if any, and service roads.

ARTICLE V
LIMITED COMMON AREAS

Section 5.01 Limited Common Areas. Those portions of the Common Areas for the exclusive use and benefit of the Unit to which it is assigned or to which the same adjoins or is connected, shall be designated as Limited Common Areas, for exclusive use, and:

- A. Stoops, balconies, porches, decks, and patios outside each Unit and having direct access thereto, if any;
- B. Attic space above each upper Unit, if any;
- C. The electric, telephone, communications, gas, water and sewer lines and pipes within each Unit;
- D. Outside parking stalls, as may be assigned to the Units by the Association.

ARTICLE VI
OWNERSHIP AND TRANSFER

Section 6.01 Unit Ownership Formula. The ownership in interest and voting rights formula shall be a one-eighty-seventh (1/87) interest for each Unit.

Section 6.02 Transfer of Common Areas and Separation From Units. The fractional interest of each Unit Owner in the Common Areas of the Project shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 6.03 Transfer via Land Contract. Units may not be transferred via land contract. Any land contract ownership that exists at the time of recording this Restated Declaration will be considered grandfathered.

Section 6.04 Partition of Common Areas. There shall be no partition of the Common Areas through judicial proceedings or otherwise, until this Declaration is terminated, as herein provided, and the property is withdrawn from its terms or from the terms of the Act.

Section 6.05 By-Laws, Rules and Regulations of the Association. Except as specifically set forth in this Declaration, all of the Common Areas of the Project shall be used in accordance with the By-Laws, Rules and Regulations of the Association, as the same may from time-to-time be in effect.

Section 6.06 Prohibition Against Further Subdivision. Each Unit, as herein described in Article II, Section 2.03, shall not be further subdivided in any manner, and shall at all times remain one Unit for the purpose described in this Declaration.

ARTICLE VII
COMMON EXPENSES AND PROFITS

Section 7.01 Common Expenses. Common expenses are defined as follows:

- A. All sums lawfully assessed against the Unit Owners by the Association.
- B. Expenses declared as common expenses by the Act, by the Declaration, or by the By-Laws.

Section 7.02 Common Profits. After the payment of all common expenses, the balance of all income, rents, profits and revenue from the Common Areas, as well as income from assessments against the Unit Owners, shall constitute the funds of the Association to be held in its general or special funds.

Section 7.03 Liability for Common Expenses. Each Unit Owner shall be responsible for the payment of their proportionate share of the common expenses, as reflected by their fractional interest, in the Common Areas.

ARTICLE VIII
ASSESSMENT FOR COMMON EXPENSES

Section 8.01 Covenant to Pay Assessments. In accordance with the statutory liability created by the Act, the Owner of each Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other Unit Owner and with the Association to personally and individually pay to the Association all assessments, general or special, in accordance with the provisions of the Act, the Declaration and the By-Laws.

Section 8.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Project, to provide for the repair, maintenance and improvement of the Common Areas of the Project, to provide for such emergency repairs as the Association may deem necessary, and to maintain a reserve fund for the purpose authorized by this Declaration.

Section 8.03 Annual Project Budget. Each year, on or before December 1st, the Association shall prepare a budget for the Project, in the manner provided by the By-Laws. Each Unit Owner's monthly assessment for the ensuing year shall be based upon such budget. In addition to the normal operation expenses of the Project, the budget may provide for reserves, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Project and for the protection of the Common Areas and homes thereof.

Section 8.04 Failure to Prepare Annual Budget. The failure or delay of the Association to prepare the annual budget, or notify any Unit Owner of his assessment, shall not constitute a waiver or release of such Unit Owner's obligation to pay his proportionate share of the common expenses, necessary reserves, working capital and emergency requirements as herein provided, whenever the same shall be determined and, to that end, each Unit Owner shall continue to pay his assessment

at the then existing rate established for the previous year, until the new assessment shall have been mailed or delivered to the Unit Owner.

Section 8.05 Special Assessments. In addition to the regular monthly assessments, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements of the Common Areas, including fixtures and personal property related thereto. Further, the Association may levy a special assessment for the purposes specified in Sections 8.02 and 8.06 hereof, to be paid monthly or otherwise. All such special assessments shall be made only in the manner provided in this Declaration and in the By-Laws. Any special assessments made for the purposes stated above shall be held by the Association as a trust fund, to be disbursed only for the purposes for which the same were levied.

Section 8.06 Special Assessment for Five Fields' Parks and Ponds. The owner of each Unit shall be subject to a general annual charge, or assessment, for the purpose of defraying the costs of maintaining and administering the pools and pond areas in "Five Fields Subdivision", which are available for use by Cross Wind Cove Condominium Unit Owners. Such annual assessment shall be one-fourth (1/4th) of a share per dwelling unit for costs incurred by the "Five Fields Homeowners Association", for said parks and ponds. One (1) share equals the cost of a single-family lot in "Five Fields Subdivision".

This one-fourth (1/4th) share shall be paid to the Condominium Association, which shall in turn remit to "Five Fields Homeowners Association".

Section 8.07 Uniform Rate of Assessment. The monthly assessments for any special assessments shall be levied at a uniform rate for all Units.

Section 8.08 Capital Contribution/Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a transfer fee to the Association in an amount equal to three (3) months' installments of the regular annual assessments at that time. The fee payment shall be non-refundable, shall be made to the Association at closing (or in any event, concurrent with the transfer) and shall be deposited by the Association into the operating account and/or the reserve account, at the discretion of the Board. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

- A. When the transfer is to or from a trust where the sole beneficiary is the donor and Owner, or to or from an LLC where the Owner is the controlling manager/member, and no funds are exchanged on the transfer;
- B. When the transfer is solely between legally married spouses, domestic partners, and/or current Owners;
- C. When the transfer is solely between a parent and his, her or their child; and
- D. When the transfer is to or from the Association.

Section 8.09 Lien for Assessment.

- A. Priority. All sums assessed to any Unit, pursuant to this Article, together with late fees and interest thereon, as set forth in the Rules and Regulations, together with any costs of collection including actual attorneys' fees, shall be secured by a lien on such Unit, in favor of the Association, without the necessity of filing such lien, for Association purposes; however, said lien is subject to legal enforcement only by filing, as stated in the requirements shown in Section 8.08 (B). This section shall constitute sufficient notice of such lien to all successors in title of the Unit. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for those delineated in the Act.
- B. Record of Lien. The existence of any lien for unpaid Association assessments shall be established by the Association and kept on file in the office of the Association. The Association shall have the right, in its discretion, to file a written notice of lien in the office of the Clerk of Circuit Court for Waukesha County, Wisconsin, where the Unit is located, stating the description of the Unit, the name of the record owner, the amount due and the period for which the assessment due. The Clerk shall index the statement of Condominium Lien under name of the record owner, in a condominium lien docket. The statement of condominium lien shall be signed and verified by an officer or agent of the Association, as specified in the By-Laws, and then may be filed. Upon full payment to the Association, for which the lien is claimed, the Unit Owner shall be entitled to a satisfaction of the lien, acceptable for filing.

Section 8.10 Remedies for Failure to Pay Assessments. If any Unit Owner shall default in the payment of any assessment levied by the Association, as provided in this Declaration, the Association shall have authority for and on behalf of itself and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies which may be provided in the Act, the Declaration, or be otherwise available at law or in equity, plus late fees and interest for the collection of all such unpaid Association assessments, together with costs and the actual attorney fees incurred by the Association. In addition, if any Owner is in default in the payments of such assessments for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof, and/or to foreclose the lien therefor, as in the case of foreclosure of a mortgage against real estate, and there shall be added to the amount due, late fees, interest, costs of collection and the actual attorney fees incurred by the Association. The Association, acting for and on behalf of itself and as representative of all other Unit owners, shall have the power and authority to bid on the Unit so foreclosed, at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 8.11 Remedy of Lienor. Any lienor holding a lien on a Unit may pay any unpaid assessments, with respect to such Unit, and upon payment, such lienor shall have a lien on such Unit for the amounts paid, at the same priority as his lien.

Section 8.12 Assessments Coming Due During Foreclosure. In the event of the foreclosure of a lien for any unpaid assessment, the Unit Owner, who is the defendant in such proceedings, shall continue to be obligated to pay all assessments, late fees, interest, costs of

collection and actual attorneys' fees incurred by the Association during such foreclosure, and all such amounts shall be added to and be a part of the Condominium lien.

Section 8.13 Avoidance of Assessments. No Unit Owner may exempt himself from liability for his contribution toward the common expenses or the payment of any assessment, by waiver of the use or enjoyment of any of the Common Areas, or by the abandonment of his Unit.

Section 8.14 Transfer to Grantee. Any Grantee of a Unit is entitled to a statement from the Association, setting forth the amount of unpaid assessments against the grantor, and the grantee is not liable for, nor shall the Unit conveyed be subject to, a lien which is not filed under Section 8.09 (B) herein, for any unpaid assessments against the grantor, in excess of the amounts set forth in the statement. If the Association or Board of Directors does not provide such a statement within ten (10) business days after the grantee's request, they are barred from claiming under any lien which is not filed under Section 8.08 (B), prior to the request for the statement against the grantee.

ARTICLE IX

EASEMENTS AND ENCROACHMENTS

Section 9.01 Utility Easements. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, electrical conduits, wires and equipment over, under, along and on any part of the utility easements on said property. These easements, however, shall run only to the Association and not to any utility, except by and with the action or consent of the Association.

Section 9.02 Easements to Run With the Land. All easements and rights described and set forth herein are easements and rights appurtenant to and running with the land, perpetually in full force and effect, and shall at all times inure to the benefit of and be binding upon the Association, and upon any Unit Owner, purchaser, mortgagee or other person or entity having an interest in said land, or any part or parcel thereof.

Section 9.03 Encroachments. In the event that, by reason of the construction, settling or shifting of the building, any part of the Common Area encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon the Common Area, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit Owners and the Common Areas, as the case may be, so long as all or any part of the building containing such Unit shall remain standing provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner or Owners. The provision contained in this paragraph, relating to such easements, shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE X

MORTGAGES, TAXES, INSURANCE, UTILITIES AND MUNICIPAL SERVICES

Section 10.01 Mortgaging Units. Each Unit Owner shall have the right to mortgage or encumber his Unit, together with his fractional interest in the Common Areas. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever, the

Project, or any part thereof, except his own Unit and his own respective fractional interest in the Common Areas, as above set forth.

Section 10.02 Real Estate Taxes. The real estate taxes shall be separate taxes to each Unit Owner, for his unit and his corresponding fractional interest in the Common Areas. In the event that for any years said taxes are not separately taxed to each Unit, but are taxed to the Project as a whole, then each Unit Owner shall pay to the Association, upon demand, his proportionate share thereof, in accordance with his respective fractional interest in the Common Areas. In addition, the Association shall have the right, but not the obligation, to pay a Unit's real estate taxes and assess the same to the Unit Owner, together with any penalties paid by the Association on the Unit Owner's behalf.

Section 10.03 Insurance by Association and Unit Owners.

A. Property 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.

B. 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:

1. Worker's compensation insurance;
2. 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;

3. Directors and Officers Insurance covering the officers, directors, property managers and volunteers;
 4. 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
 5. Such other insurance, including cyber or automobile insurance, as it deems necessary.
- C. 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.
- D. Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:
1. The personal property within the Unit;
 2. 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);
 3. Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);
 4. Special perils contents coverage; and
 5. Sewer backup and sump pump failure coverage.

ARTICLE XI

REPAIRS AND MAINTENANCE

Section 11.01 Common Areas and Facilities. The Association shall be responsible for the management and control of the Common Areas and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the

foregoing, this shall include maintenance, repairing, replacements and snow plowing of walks, drives, parking areas and access routes, maintenance of all grounds and landscaping, and the exterior surfaces of all Buildings. The Association shall be responsible for any painting, staining, repairs, or replacements as needed to balconies, decks, and patios.

Section 11.02 Individual and Limited Common Areas. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing, which may at any time be necessary to maintain the good appearance and condition of his Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, repair or replacement of refrigerator, conditioning equipment, dishwashers, disposals and laundry equipment, which may be in or connected with the Unit. Each Unit Owner shall keep the limited Common Areas appurtenant to his Unit, as defined in Article V hereof, in a good, clean, sanitary and attractive condition, satisfactory to a majority of the homeowners and the Association.

Section 11.03 Prohibition Against Structural Changes by Owner. No Unit Owner shall, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his Unit, or in or to the exterior of any Building or any Common or Limited Common Areas and facilities. A Unit Owner shall not perform or allow to be performed any act or work which would impair the structural soundness or integrity of any Building, or the Safety of the property, or impair any easement or hereditament, without prior written consent of the Association.

Section 11.04 Entry for Repairs. The Association may enter any Unit, at reasonable times and under reasonable conditions, when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit Owners or their tenants, as practical and except for in cases of emergency, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

Section 11.05 Repairs or Reconstruction. In the event of damage to or destruction of Common Elements of the Project or any of the Units, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Project. All costs of the repair or reconstruction, in excess of available insurance proceeds, shall be a Common Expense unless otherwise stated in this Declaration. However, if the Project is damaged to an extent more than the available insurance proceeds, the Project shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having seventy-five (75%) percent or more of the votes. In the case of partition, the net proceeds of sale, together with any net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners, in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

ARTICLE XII
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

Section 12.01 Use of Project. All Units in the Project shall be used exclusively for residential purposes, consistent with the size and facilities of the Unit.

Section 12.02 Prohibited Activities and Signs. Each of the Units shall be occupied and used only for private dwelling purposes and for no other purposes. Use of Units as a Group Home is strictly prohibited. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein. A Unit occupant may operate an office out of his or her Unit, but only if he or she does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements or from outside of the Condominium; (b) conduct a retail business out of his Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner. Except with the prior written consent of the Association or as may be specifically set forth in the Rules and Regulations, no "For Sale" or "For Rent" signs or other window displays or advertising may be maintained or permitted by any Owner on any part of the premises, or in any Unit. The right is hereby given to the Association to place "For Sale" or "For Rent" signs on any Unit or on the premises, for the purpose of facilitating the disposal of Units by any owner, mortgagee or the Association.

Section 12.03 Use of Common Areas. Each Unit Owner and occupants of the Unit shall have the right to use the Common Areas in common with all other Unit Owners, for the purposes of ingress and egress to and shall use, occupy and enjoy their Unit and the Common Areas, which right shall extend to the Unit Owner, the members of immediate family, their guests and their tenants (to the extent rentals are allowed) provided, however, such use shall be subject to and be governed by the Act, the Declaration, the By-Laws and the Rules and Regulations, to the end that the Project may be kept in an uncluttered and attractive condition, consistent with an attractive residential complex.

Section 12.04 Motor Vehicle. Each Unit, individually, shall be allowed only three (3) motor vehicles. "Motor vehicle" is defined for purposes of this Section as automobiles, pickup trucks and/or motorcycles. It specifically excludes any and all other special use vehicles. No such vehicle shall be parked in any parking or driveway area, so as to interfere with the free use of such area for ingress and egress by the owners, lessees or occupants of other Units entitled to the use and benefit of such area.

Section 12.05 Animals. The Association may make rules concerning the permitting of pets/animals on the premises and restrictions in size and number.

Section 12.06 Nuisances. No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit, or in the Common Areas, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become in the judgment of the Association, an annoyance or nuisance to the other Unit Owners or occupants.

ARTICLE XIII

OWNERS ASSOCIATION

Section 13.01 Duties and Obligations. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners, to be known as **CROSS WIND COVE CONDOMINIUM OWNER'S ASSOCIATION, INC.**, a Wisconsin nonstock corporation, which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Areas and facilities and Limited Common Areas.

Section 13.02 Membership. Regardless of how or when an Owner acquires ownership of a Unit, they shall thereupon the Association and they shall until such time as their ownership ceases for any reason, at which time their membership in said Association shall forthwith terminate. Such membership shall not acquire any monetary value.

Section 13.03 Voting Rights. The members of the Association shall be all Unit Owners, and shall have one (1) vote for each Unit owned. Should a Unit be owned by more than one person, the Owners thereof are entitled collectively to only one (1) vote.

Section 13.04 Effects of Vote. Such vote for each Unit shall be for all purposes, as may be required to carry out the terms and provisions of the Declaration and the By-Laws of the Association.

Section 13.05 Action by the Board of Directors. Wherever in the Declaration, in the By-Laws, or in the Rules and Regulations, the Association is authorized to act, such action shall be taken by the Board of Directors of the Association, on behalf of the Association, without any prior action by the members of the Association, except only in such instances wherein Articles or By-Laws specifically require the Association to act by vote of its members.

Section 13.06 Multiple Ownership. In the event any one person, firm, corporation, trust or other entity shall own more than one (1) Unit, they shall be entitled to one (1) membership for each Unit and shall be responsible for all of the assessments for each Unit.

Section 13.07 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs, to the extent it deems advisable, and may hire other personnel or contract with any entity it shall determine to be necessary or advisable for the proper operation, care, and maintenance of the Project. The Association may contract for lighting, heating, water, trash collection, sewer services and such other common services as may be required for each Unit.

ARTICLE XIV

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 14.01 Abatement and Enjoyment. The violation of any rule, restriction, condition or regulation adopted by the Association, or the breach or default of any covenant, By-Law or provision contained in this Declaration or contained in the Act, shall give the Association the right, in addition to the rights set forth in Section 14.02 hereof:

- A. To enter into the Unit or into or upon the Common Areas or Limited Common Areas where or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon, contrary to the intent and meaning of the provisions of this Declaration, and the Association or its officers and agents shall not thereby be deemed guilty in any manner of trespass;
- B. To fine for the violation as set forth in the Rules and Regulations; and/or
- C. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach, in accordance with Section 14.02 below.

Section 14.02 Claims and Remedies.

- A. 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.
- B. 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 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.
- C. 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. 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 XV

GENERAL PROVISIONS

Section 15.01 Rental of Units. No Unit may be rented except for as specifically set forth in the Bylaws and Rules and Regulations.

Section 15.02 Notice to Mortgage Lenders. Upon written request to the Association, the holder of any Upon written duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by this Declaration, to be given to the Unit Owner whose Unit is subject to such mortgage or trust deed.

Section 15.03 Service of Notices or Devisees and Personal Representatives. Notice required or desired to be given to any devisee or personal representative of deceased Unit Owner may be delivered either personally, electronically, or by mail to such party, at their or its address appearing on the records of the Court, wherein the estate of such deceased Unit Owner is being administered.

Section 15.04 Covenants to Run with the Land. Each grantee, by the acceptance of purchaser under land contract conveyance, accepts same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land, and shall bind any person having at the time any interest or estate in said land or any Unit thereon, and shall inure to the benefit of such Unit Owner in like manner, as though the provisions to this Declaration were recited and stipulated at length, in each and every deed of conveyance or instrument of title.

Section 15.05 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived, by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any time lapse.

Section 15.06 Condemnation. In the event of condemnation under the laws of Wisconsin, of a portion of the Project, including therein a residential Building or Buildings, whereby construction of a like Building or Buildings cannot be reasonable erected on the remaining premises, the proceeds of said condemnations shall be disbursed as follows:

- A. To the Owners of the Individual Unit condemned, that portion of the condemnation award attributable to each Owner's Unit, plus a sum equal to said Unit Owner's interest in the remaining Common Areas, to be paid by the remaining Owners.
- B. To the Unit Owner of the Common Areas or Limited Common Areas, whose Units were not condemned, as their interest may appear.
- C. A decision, as to whether a like Building or Buildings may be constructed elsewhere on the premises, shall be determined by the Unit Owners representing fifty-one (51%) percent of the Units.

- D. The condemnation of any Unit and its non-replacement with a like Unit shall terminate said Unit Owner's membership in the Association, after settlement of damages, as established herein. The remaining Unit Owners shall constitute the membership of the Association and the Owners of the Common Areas. Their respective fractional interest therein shall be determined on the basis of a fraction of the number one (1) over the total number of remaining Units.
- E. The right of action to contest any condemnation shall lie in the Association and the Association shall have the right to determine whether any such contest shall be instituted, either by negotiations or legal proceedings, and the expense of such contest shall be a Common Expense.

Section 15.07 Voluntary Sale of the Project. The Unit Owners, by affirmative vote of seventy-five (75%) per cent of the total vote at a meeting of the Unit Owners, duly called for such purpose, may elect to sell the Project as a whole. Such action shall be binding upon all Unit Owners and it shall, thereupon, become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts, in the manner and form that may be necessary to effect such sale provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objections thereto with the Associations, within twenty (20) days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of their interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. If the absence of agreement on an appraiser, such Unit Owner and Association may each select an appraiser, and the two so selected shall select a third, and the fair market value as determined by an average of the three (3) appraisers so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

Section 15.08 Perpetuities and Restraints of Alienation. If any court of competent jurisdiction determines that any of the privileges, covenants or rights created by this Association are invalid for violation of:

- A. Any rule against perpetuities;
- B. Any rule suspending the power of alienation; or
- C. Any other statutory or common law rules imposing time limits, then such provision shall continue for thirty (30) years after the legal existence of **CROSS WIND COVE CONDOMINIUM**.

Section 15.09 Amendment of Declaration

- A. All provisions of this Declaration require the written consent of at least sixty-seven percent (67%) of all the Unit Owners and their mortgagees, if any, to the extent set forth in the Act.
- B. All such amendments shall be effective, upon the recording of the same in the office of the Register of Deeds for Waukesha County, Wisconsin provided, however, that

no provisions of this Declaration may be changed, modified or rescinded, as to conflict with the provisions of the Act.

Section 15.10 Gender and Number. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Section 15.11 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect, in any manner, the validity, enforceability or effect of the remainder of the Declaration.

Section 15.12 Service of Process. The registered agent for service of process shall be 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 Elite Properties, 700 Larry Court, Waukesha, WI 53186.

This Fourth 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 not less than sixty-seven percent (67%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

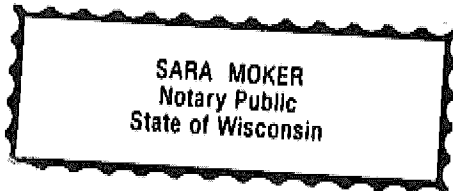
IN WITNESS WHEREOF, the Association has executed this Fourth Amended and Restated Declaration for Cross Wind Cove Condominium this 14 day of MARCH, 2025.

CROSS WIND COVE CONDOMINIUM
OWNERS ASSOCIATION, INC., a Wisconsin
Non-Stock Corporation,

By: [Signature] (President)
Michael E. Gore (Print)

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

This document was acknowledged before me by Michael Gore, as President of Cross Wind Cove Condominium Owners Association, Inc., on this 14 day of MARCH, 2025



[Signature]
Notary Public, State of Wisconsin
Name: SARA MOKER
My Commission Expires: 2/9/2028

EXHIBIT A

Legal Description

Units A, B, C and D in Building 1, Units A, B, C and D in Building 2, Units A and B in Building 3, Units A and B in Building 4, Units A, B, C and D in Building 5, Units A, B, C and D in Building 6, Units A and B in Building 7, Units A and B in Building 8, Units A and B in Building 9, Units A and B in Building 10, Units A, B and C in Building 11, Units A and B in Building 12, Units A and B in Building 13, Units A, B and C in Building 14, Units A, B and C in Building 15, Units A, B, C and D in Building 16, Units A and B in Building 17, Units A and B in Building 18, Units A and B in Building 19, Units A and B in Building 20, Units A and B in Building 21, Units A and B in Building 22, Units A, B, C and D in Building 23, Units A and B in Building 24, Units A and B in Building 25, Units A and B in Building 26, Units A, B, C and D in Building 27, Units A and B in Building 28, Units A, B and C in Building 29, Units A and B in Building 30, Units A, B, C, D and E in Building 31, Units A and B in Building 32 and Units A and B in Building 33, in the Cross Wind Cove Condominium(s) created by a "Declaration of Condominium" recorded on May 16, 1989, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 1535598, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town now City of Pewaukee, County of Waukesha, Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
PWC 0907-997-006	N34W23801 Grace Avenue, Unit A
PWC 0907-997-007	N34W23801 Grace Avenue, Unit B
PWC 0907-997-008	N34W23801 Grace Avenue, Unit C
PWC 0907-997-009	N34W23801 Grace Avenue, Unit D
PWC 0907-997-010	N34W23813 Grace Avenue, Unit A
PWC 0907-997-011	N34W23813 Grace Avenue, Unit B
PWC 0907-997-012	N34W23813 Grace Avenue, Unit C
PWC 0907-997-013	N34W23813 Grace Avenue, Unit D
PWC 0907-997-014	N34W23825 Grace Avenue, Unit A
PWC 0907-997-015	N34W23825 Grace Avenue, Unit B
PWC 0907-997-016	N34W23833 Grace Avenue, Unit A
PWC 0907-997-017	N34W23833 Grace Avenue, Unit B
PWC 0907-997-018	N34W23828 Grace Avenue, Unit A
PWC 0907-997-019	N34W23828 Grace Avenue, Unit B
PWC 0907-997-020	N34W23828 Grace Avenue, Unit C
PWC 0907-997-021	N34W23828 Grace Avenue, Unit D
PWC 0907-997-022	N34W23844 Grace Avenue, Unit A
PWC 0907-997-023	N34W23844 Grace Avenue, Unit B
PWC 0907-997-024	N34W23844 Grace Avenue, Unit C
PWC 0907-997-025	N34W23810 Grace Avenue, Unit A
PWC 0907-997-026	N34W23810 Grace Avenue, Unit B
PWC 0907-997-027	N34W23806 Grace Avenue, Unit A
PWC 0907-997-028	N34W23806 Grace Avenue, Unit B
PWC 0907-997-029	N34W23806 Grace Avenue, Unit C
PWC 0907-997-030	N34W23806 Grace Avenue, Unit D
PWC 0907-997-031	N34W23849 Grace Avenue, Unit A
PWC 0907-997-032	N34W23849 Grace Avenue, Unit B
PWC 0907-997-033	N34W23849 Grace Avenue, Unit C
PWC 0907-997-034	N34W23849 Grace Avenue, Unit D
PWC 0907-997-035	N34W23861 Grace Avenue, Unit A
PWC 0907-997-036	N34W23861 Grace Avenue, Unit B
PWC 0907-997-037	N34W23861 Grace Avenue, Unit C
PWC 0907-997-038	N34W23861 Grace Avenue, Unit D
PWC 0907-997-039	N34W23877 Grace Avenue, Unit A
PWC 0907-997-040	N34W23877 Grace Avenue, Unit B
PWC 0907-997-041	N34W23879 Grace Avenue, Unit A
PWC 0907-997-042	N34W23879 Grace Avenue, Unit B
PWC 0907-997-043	N34W23858 Grace Avenue, Unit A
PWC 0907-997-044	N34W23858 Grace Avenue, Unit B
PWC 0907-997-045	N34W23862 Grace Avenue, Unit A
PWC 0907-997-046	N34W23862 Grace Avenue, Unit B
PWC 0907-997-047	N34W23875 Grace Avenue, Unit A

PWC 0907-997-048	N34W23875 Grace Avenue, Unit B
PWC 0907-997-049	N34W23875 Grace Avenue, Unit C
PWC 0907-997-050	N34W23871 Grace Avenue, Unit A
PWC 0907-997-051	N34W23871 Grace Avenue, Unit B
PWC 0907-997-052	N34W23869 Grace Avenue, Unit A
PWC 0907-997-053	N34W23869 Grace Avenue, Unit B
PWC 0907-997-054	N34W23853 Grace Avenue, Unit A
PWC 0907-997-055	N34W23853 Grace Avenue, Unit B
PWC 0907-997-056	N34W23853 Grace Avenue, Unit C
PWC 0907-997-057	N34W23822 Adam Court, Unit A
PWC 0907-997-058	N34W23822 Adam Court, Unit B
PWC 0907-997-059	N34W23820 Adam Court, Unit A
PWC 0907-997-060	N34W23820 Adam Court, Unit B
PWC 0907-997-061	N34W23818 Adam Court, Unit A
PWC 0907-997-062	N34W23818 Adam Court, Unit B
PWC 0907-997-063	N34W23815 Adam Court, Unit A
PWC 0907-997-064	N34W23815 Adam Court, Unit B
PWC 0907-997-065	N34W23811 Adam Court, Unit A
PWC 0907-997-066	N34W23811 Adam Court, Unit B
PWC 0907-997-067	N34W23809 Adam Court, Unit A
PWC 0907-997-068	N34W23809 Adam Court, Unit B
PWC 0907-997-069	N34W23838 Grace Avenue, Unit A
PWC 0907-997-070	N34W23838 Grace Avenue, Unit B
PWC 0907-997-071	N34W23846 Grace Avenue, Unit A
PWC 0907-997-072	N34W23846 Grace Avenue, Unit B
PWC 0907-997-073	N34W23852 Grace Avenue, Unit A
PWC 0907-997-074	N34W23852 Grace Avenue, Unit B
PWC 0907-997-075	N34W23852 Grace Avenue, Unit C
PWC 0907-997-076	N34W23852 Grace Avenue, Unit D
PWC 0907-997-077	N34W23866 Grace Avenue, Unit A
PWC 0907-997-078	N34W23866 Grace Avenue, Unit B
PWC 0907-997-079	N34W23874 Grace Avenue, Unit A
PWC 0907-997-080	N34W23874 Grace Avenue, Unit B
PWC 0907-997-081	N34W23874 Grace Avenue, Unit C
PWC 0907-997-082	N34W23886 Grace Avenue, Unit A
PWC 0907-997-083	N34W23886 Grace Avenue, Unit B
PWC 0907-997-084	N34W23895 Grace Avenue, Unit A
PWC 0907-997-085	N34W23895 Grace Avenue, Unit B
PWC 0907-997-086	N34W23895 Grace Avenue, Unit C
PWC 0907-997-087	N34W23895 Grace Avenue, Unit D
PWC 0907-997-088	N34W23895 Grace Avenue, Unit E
PWC 0907-997-089	N34W23887 Grace Avenue, Unit A
PWC 0907-997-090	N34W23887 Grace Avenue, Unit B
PWC 0907-997-091	N34W23883 Grace Avenue, Unit A
PWC 0907-997-092	N34W23883 Grace Avenue, Unit B

AMDENDED AND RESTATED BY-LAWS
OF
CROSS WIND COVE CONDOMINIUM OWNERS ASSOCIATION, INC.

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AMENDED AND RESTATED BY-LAWS
OF
CROSS WIND COVE CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

These By-Laws are the By-Laws of Cross Wind Cove Condominium Owners Association, Inc. (the “Association”), a Wisconsin nonstock corporation.

ARTICLE II

OFFICES

The principal offices of the Association shall be located as stated on file with the Wisconsin Department of Financial Institutions.

ARTICLE III

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December in each year.

ARTICLE IV

MEMBERS

Section 1. Qualification of Membership. The membership of the Association shall consist of all the Unit Owners of Cross Wind Cove Condominium. Each condominium unit shall have but one vote upon each matter submitted to a vote within the Association, regardless of how many persons are owners of each individual unit.

Section 2. Annual Meeting. The annual meeting of the membership shall be held generally during the month of June in each year, or at such other date and time set by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

Section 3. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or the Board of Directors, and shall be called by the President at the request of sixty-six and two-thirds (66-2/3%) per cent of those entitled to vote at the meeting.

Section 4. Place of Meeting. Meeting of the Association of Unit Owners shall be held at a convenient place, whether physical or virtual, such as may be designated by the Board of Directors.

Section 5. Notice of Meeting. Written notice, stating the place (physical or virtual), day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days, nor more than fifty (50) days, before the date of the meeting, either personally, electronically, or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the owner at his address, as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Quorum. Except as otherwise provided, twenty-five percent (25%) of owners entitled to vote, represented in person, electronically, or by proxy, shall constitute a quorum at a meeting of owners and a majority of votes cast at any meeting at which a quorum is present shall be decisive of any motion or election.

Section 7. Proxies. At all meetings of owners, an owner entitled to vote may vote by proxy appointed in writing by the Owner or by duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. Proxies may be filed with the Secretary via email or other electronic means. A proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 8. Voting of Owners. Each owner entitled to vote shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting of the owners.

Section 9. Waiver of Notice by Owners. Whenever any notice whatever is required to be given to any owner under the By-Laws or any provision of law, a waiver thereof, in writing, signed at any time, whether before or after the time of meeting, by the Owner entitled to such notice, shall be deemed equivalent to the giving of such notice.

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 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary or property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary or property manager via email or other electronic means. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

Section 11. Lack of Quorum. If any meeting of owners cannot be organized, because of a lack of a quorum, the Unit Owners who are present, either in person, electronically, or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 12. Order of Business. The order of business at all meetings shall be set and determined by the President or other presiding officer.

ARTICLE V

BOARD OF DIRECTORS

Section 1. General Powers. The business and the affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. There shall be at least three (3), but no more than five (5) directors. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units has shared ownership interest, the owners 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 the board position (and any officer position held) unless the Unit Owner brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during the term, the director shall thereupon cease to be a director and that place on the Board shall be deemed vacant. The directors shall be elected to serve a term of three years, and the directors' terms shall be staggered such that at least one third (1/3) of the directors are elected in each year. The members of the Board of Directors shall hold office until the unit owners shall have elected their respective successors, or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as, the annual meeting of owners, and each adjourned session thereof. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings, without other notice than such resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, Secretary or any two Directors.

Section 5. Notice. Notice of any special meeting shall be given at least forty-eight (48) hours previous thereto, by written notice delivered personally, electronically, or mailed to each Director at his residence. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with the postage thereon prepaid. Whenever any notice whatsoever is required to be given to any Director, a waiver thereof in writing, signed at any time,

whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and objects thereat to the transaction of any business, because the meeting is not lawfully called or convened. Neither the business to be transacted, nor the purpose or, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. Except as otherwise provided, a majority of the number of Directors shall constitute a quorum, for the transaction of business at any meeting of the Board of Directors, but a majority of the Directors present (though less than such a quorum) may adjourn the meeting from time to time, without further notice. Presence at a Board meeting may be in person, or via telephone or video/digital conference.

Section 7. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law.

Section 8. Vacancies. Any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, though less than a quorum of the Board of Directors.

Section 9. Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, may establish reasonable compensation of all Directors, for services to the corporation as directors, officers or otherwise, or may delegate such authority to an appropriate committee.

Section 10. Presumption of Assent. A Director of the Association, who is present at meeting of the Board of Directors or a committee thereof, at which action on any corporate matter is taken, shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting, before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the corporation, immediately after the adjournment of the meeting.

Section 11. Fidelity Insurance. The Board of Directors for the Association shall purchase fidelity insurance covering all officers and employees handling or responsible for Association funds shall furnish adequate fidelity bonds as set forth in the Declaration. The premiums on the insurance shall be paid for by the Association of Unit Owners protected by such insurance and charged to the Unit Owners in the condominium project.

Section 12. Committees. The Board of Directors, by resolution adopted by the affirmative vote of a majority of the number of Directors, may designate one or more committees. Each committee shall consist of three (3) or more members appointed by the President and approved by the Board of Directors, which to the extent provided in said resolution as initially adopted, and as thereafter supplemented or amended by further resolution adopted by a like vote, shall have and may exercise when the Board of Directors is not in session, the powers of the Board of Directors, in the management of the business and affairs of the Association, within the limits of

the authority prescribed for them by the Board of Directors, except action in respect to election of officers or the filling of vacancies in the Board of Directors or committees created pursuant to this section. The Board of Directors may elect one or more of its members as alternate members of any such committee, who may take the place of any absent member or members at any meeting of such committee, upon request by the chairman of such meeting. Each such committee shall fix its own rules, governing the conduct of its activities, and shall make such report to the Board of Directors of its activities, as the Board of Directors may request.

Section 13. Informal Action Without Meeting. Any action required or permitted by the By-Laws, or any provision of law to be taken by the Board of Directors at a meeting, or by resolution, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be provided by all of the Directors then in office. Such written consent may be given via email or other electronic means.

Section 14. Management of Condominium. The Board of Directors may engage the services of a manager or managing agent.

ARTICLE VI

OFFICERS

Section 1. Number. The principal officers of the Association shall be a President, a Vice-President, Secretary and Treasurer.

Section 2. Election and Term of Office. The Officers of the Association, to be elected by the Board of Directors, shall be elected annually by the Board of Directors, at the first meeting of the Board of Directors held after each annual meeting of the owners. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected, or until his death, or until he shall resign, or shall have been removed in the manner hereinafter provided. Any and all officers' duties described in these Bylaws may be delegated to a property manager or management company at the discretion of the Board.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby.

Section 4. Vacancies. A vacancy in any principal office, because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors, for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall preside over the meetings of the Board of Directors and of the Association of Unit Owners. He shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the corporation as he shall deem necessary, to prescribe their powers, duties and compensation, and to

delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He shall have authority to sign, execute and acknowledge, on behalf of the Association, all deeds, mortgages, bonds, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course or the Association's regular business, or which shall be authorized by resolution of the Board of Directors, or by the Unit Owners and, except as otherwise provided by law or the Board of Directors, he may authorize any other officer or agent of the Association to sign, execute, execute and acknowledge such documents or instruments, in his place and stead. In general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President. The Vice-President shall have the same duties as the President and shall, in the absence of the President, perform all tasks, as required by the office of President.

Section 7. Secretary. The Secretary shall: (a) keep the minute book and minutes, wherein resolutions shall be recorded of the Association and of the Board of Director's meetings, in one or more books provided for that purpose (minutes may be kept and stored electronically, along with all records of the Association); (b) see that all notices are duly given, in accordance with the provisions of these By-Laws, or required by law; (c) be custodian of all the Association records; (d) in general, perform all duties and exercise such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

Section 8. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties, in such sum and with such surety or sureties as the Board of Directors shall determine. He shall (a) have charge and custody of and be responsible for all funds and other securities of the Association; receive and give receipts for monies due and payable to the Association from any source, whatsoever, and deposit; all such monies in the name of the Association in such banks, or other depositories as shall be selected, in accordance, with the provisions of these By-Laws; and (b) keep all financial records and books of account; and (c) in general, perform all the duties incident to the office of the Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

Section 9. Holding Office. The offices of President and Secretary may not be held concurrently, by the same individual.

ARTICLE VII

MAINTENANCE, REPAIR AND REPLACEMENT

OF THE COMMON AREAS AND FACILITIES

Section 1. Necessary Work of Maintenance. To the extent set forth in the Declaration, the necessary work of maintenance, repair and replacement of the common areas and facilities shall be carried out by the Board of Directors and paid for by assessments established by the Board of Directors who shall, also, establish the method of approving payment vouchers.

Section 2. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures shall be common expenses:

A. Current Expense, which shall include all receipts and expenditures to be made, within one year, for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund, at the end of the year, shall be applied to reduce the assessments for current expenses for the succeeding year.

B. Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

C. Reserve for Replacement, which shall include funds for repair or replacements required, because of damage, depreciation or obsolescence.

D. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property, which will be a part of the common element. Any expenditure in excess of \$1,000.00, for capital improvements, shall only be made after affirmative vote by the majority of the Unit Owners.

E. Insurance shall include the funds to be used for the purchase of any and all insurance policies.

Section 3. Payment of Expenses. No expenses shall be paid unless the voucher has first been approved by the officers of the Association.

Section 4. Assessments for Common Expenses. Assessments against the Unit Owners for their shares of the items of the budget shall be made for the calendar year, annually, in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve equal installments on the first days of each month of the year for which the assessments are made. If an annual assessment is not made, as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereof shall be due upon each installment payment date, until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors, and/or the Board of Directors may levy a special assessment.

Section 5. Assessments for Charges. Charges by the Association, against Unit Owners, for other than common expense shall be payable in advance. Such charges shall be collected in the same manner as assessments for common expense, and when circumstances permit, such charges shall be added to the assessments for common expense.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment, upon notice thereof to the Unit Owner and, thereafter, the unpaid balance of the assessments shall come due upon the date stated in said

notice, but no less than ten (10) days after delivery thereof to the Unit Owners, or not less than twenty (20) days after the mailing of said notice to him, by registered or certified mail, whichever shall first occur. Interest shall run on delinquent accounts and late fees may be applied to late payments as set forth in the Rules and Regulations.

Section 7. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

Section 8. Maintenance Personnel. The maintenance personnel necessary for the maintenance, repair and replacement of the common areas and facilities shall be hired by, supervised, fired and replaced, if necessary, by the President or designated agent. Firing of personnel shall be done only with the approval of the Board of Directors.

ARTICLE VIII

PENALTIES FOR VIOLATION

The Board of Directors for the Association of Unit Owners may prescribe fines and penalties for failure of the condominium owners or residents to comply with the Declaration of Condominium By-Laws, or Rules and Regulations, which may be promulgated by the Board of Directors. Such fines and penalties shall, also, become a personal obligation of the Unit Owner or Owners, jointly and severally, and shall bear interest as set forth in the Rules and Regulations, until paid, enforceable by action at law or by an action to foreclose the lien, and violations may be enjoined. Shall judgments and actions involving enforcement shall provide for attorney fees as set forth in the Rules and Regulations.

ARTICLE IX

LEASING RESTRICTIONS; OWNER OCCUPANCY REQUIRED

Section 1. 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. **In no event will the Owner Occupancy Requirement apply to Mortgagees of the Unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.**

Section 2. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this Article IX and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular

circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

Section 3. **Short-term Rentals Prohibited.** No space in any Unit may be rented and no transient tenants may be accommodated, even if the Unit Owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

ARTICLE X

AMENDMENTS

These By-Laws may be amended in the following manner:

Section 1. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. **Approval.** These Bylaws may be amended by the affirmative vote of at least sixty-seven percent (67%) of the Unit Owners.

Section 3. **Proviso.** Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any unit or class, or group units, unless the unit owners so affected shall consent. No amendment shall be made, which is in conflict with the Declaration of Condominium.

These Amended and Restated By-Laws were adopted by the affirmative vote of 67% of the Unit Owners on November 15, 2024.

CROSS WIND COVE CONDOMINIUM OWNER'S ASSOCIATION, INC.

RULES AND REGULATIONS UPDATED March 24, 2025

Under the Declaration of Cross Wind Cove Condominium and the Association's Bylaws, the Association, through its Board of Directors, has been granted authority to make rules and regulations regarding various matters, including use of the common areas within the Development. The Association's Board of Directors has adopted the following rules and regulations. All rules and regulations are effective as of March 24, 2025.

These rules and regulations are intended to benefit the residents as a whole by creating certainty to, among other things, how the Association's common areas may be utilized and what conduct will be permitted within the Development. The Board of Directors believes that these rules and regulations will, in turn, make living in the Development more enjoyable for the residents as a whole and will help enhance property values. The Board has worked very hard to create rules and regulations that are not overly burdensome to individual condominium owners and that provide condominium owners with some autonomy with respect to their units, but that can be evenhandedly and fairly applied to all residents.

Penalties for violation of these rules and regulations will be assessed by the Board of Directors under Article VIII of the By Laws. Fines must be paid in 30 days or will become a lien against the property.

1. ANIMALS

Any owner or occupant of a condominium within the Development who desires to keep an animal within the condominium shall apply to the Association for a permit to keep such animal. The permit issued by the Association, which shall be in the form of Exhibit A to these rules, shall be deemed a revocable license. All Exhibit A permits must include a current rabies inoculation certificate. This license may be revoked at any time following notice and a hearing before the Association's Board of Directors if, in the reasonable judgment of the Association's Board of Directors, such licensed animal is or becomes aggressive, a nuisance, or harmful in any way to the Development or those occupying or owning therein.

The Association may issue a permit to the occupant of a condominium to keep two medium-size dogs limited to 50 pounds each or two domestic cats or one medium-size dog and one domestic cat and other small household animals (such as fish, canaries or parakeets) provided that they are not kept, bred or maintained for any commercial purposes. No exotic animals will be allowed—just common household animals.

No animals shall be permitted which cause an unreasonable disturbance, a nuisance or are harmful in any way to the development or those occupying or owning therein.

All animals must be leashed and attended while outside. **ANIMALS NOT ON A LEASH OR**

LITTERING WILL BE SUBJECT TO A FINE FOR EACH OCCURANCE AS SET FORTH IN SECTION 18 OF THESE RULES AND REGULATIONS. Animal excrement in common areas must be removed immediately by the owner or occupant of the condominium in which the animal resides.

No animals, livestock, reptiles, poultry or birds of any kind shall be raised or bred for commercial purposes.

IMPORTANT NOTE: The CWC insurance provider expressly forbids the Association from issuing permits to unit owners/occupiers for a number of specific dog breeds. Any unit owner/occupier determined to possess a prohibited breed shall be subject to a fine(s) and may be required to muzzle the animal while common areas, provide additional insurance and/or indemnify the CWC Association, as determined by the Board of Directors.

2. ALTERATIONS TO BUILDING EXTERIORS.

Any structural changes to a unit or to the exterior of a building must first be approved by the Association. These changes would include, by way of example, adding a storm door to a unit, attaching non-seasonal decorations to a building, adding flower boxes, adding a patio or deck to a building, or any other structural changes to a unit or to the exterior of a building.

The Board of Directors has adopted a policy of approving only full window storm doors of approved color within the Development.

A resident who desires to make a change or alteration to the exterior of a condominium which would require approval of the Association, should submit in written form to the Board of Directors a description of the building on which such change is contemplated, and a description of the proposed change. Drawings or sketches of the proposed change should be submitted when appropriate.

Any resident who fails to comply with this procedure does so at his or her own risk that the Association might not approve the change and might require the owner, at the owner's expense, to return the exterior of the building to the condition in which it was in immediately prior to the change. Additionally, the Association at its option may require the owner to remove any exterior decorations or other additions and, if the owner fails to do so, the Association may undertake that action and bill the unit owner for the cost of removal and repair.

3. DECORATIONS and LAWN JEWELRY:

Decorations and lawn jewelry will be permitted in the area of the owner's deck ONLY. No attachments or decorations will be allowed to be affixed to the building's exterior in any other location with the following exceptions:

- 1) In regard to Holiday decorations, one wreath or similar decoration where a nail must be applied to the house will be allowed. Wherever possible a non-rusting

nail or screw should be used. Residents are invited to use string lights on bushes and shrubs in common areas or those mulch beds attached to owner's home. Decorating of common areas without prior written approval of the Board is not allowed. Holiday decorations must be removed by February 1.

- 2) One flag pole may be affixed to either side of the garage door with an American or decorative flag. Any flag must be in good condition and not generally considered offensive.
- 3) Name plates no more than six inches in height and long enough to comfortably include the name will be allowed over the center of the garage door.
- 4) Flowers may not be planted around or decorations affixed to any light pole.
- 5) One staff up to six feet tall may be installed in a mulch bed attached to the owner's house with a bird feeder or planter attached.

Bird feeders and bird baths are considered lawn jewelry. Seasonal decorations (example, Christmas), are not to be stapled or nailed to the building and must be removed promptly. If not removed the Board will remove the decorations and charge the cost of removal to the home owner. A maximum of 2 hanging flower baskets may be attached under the overhang with hooks. No other brackets, non-seasonal decorations, decorative signs or flag holders may be attached and if present must be removed within 30 days of this notice. FINES WILL APPLY.

4. SCREENED-IN PORCHES.

As of the effective date of these rules and regulations, no screened-in porches will be permitted within the Development.

5. COMMON AREAS, INCLUDING BERMS AND GREEN AREAS.

Under the Association's Condominium Declaration and Bylaws, the Association is responsible for the maintenance of all common areas. All landscaping, plantings and decorations are to be performed by the Association.

PLANTINGS: Planting is allowed in the owners LIMITED COMMON AREAS ONLY. Plants or trees will not be permitted in the common area unless specifically approved in advance by the Board. FINES WILL APPLY.

Except for the garden areas located immediately adjacent to decks and patios, and the mulched areas immediately adjacent to a building, residents may not make any plantings in, or otherwise alter or add to the landscaping of, any common areas, including the grassy areas and berms without prior written approval of the Board.

Additionally, residents may not place birdfeeders, birdbaths, statues, other "lawn jewelry," or any other decorations in berm areas or common areas; any such items located in these areas should be removed immediately. Birdbaths, statues, lawn jewelry and other

decorations of reasonable size (not more than three feet high or wide) and quantity may be placed on a resident's deck, patio, or front porch or the mulched areas immediately adjacent to a building, but not on driveways or walkways.

6. LATE PAYMENT AND ASSESSMENT 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 rate of 1.5% per month (18% per annum) compounded monthly, 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.

7. CONTRACTORS.

The Association's Board of Directors engages a variety of contractors to perform services at the Development (i.e., lawn mowing, landscaping, weeding, fertilizing, painting, drive sealing, etc.). Unit owners should not communicate directly with the contractors. Any suggestions, questions, requests, criticisms or other communications should be directed to the Association's Board of Directors or to the manager of the Development.

8. GARBAGE DISPOSAL.

All garbage and recycle material must be placed at curbside in approved carts or containers in accordance with municipal guidelines. The carts or containers must be closed (if possible) or secured to prevent items from being blown away.

Garbage/Recycles may be placed outside for curbside pick-up by dusk of the night before the scheduled pick-up.

9. PARKING.

Home owners with only one vehicle must park that vehicle in their garage. Home owners with two vehicles must park both vehicles in their garage. Home owners with written approval

for three vehicles must park two of the vehicles in their garage and one vehicle in the driveway leading to their garage. Over sized vehicle(s) owned by the Home owner(s) that do not fit within the interior of the garage may park that vehicle(s) in the driveway that leads to their garage with written approval. This exception is limited to a maximum of two over sized vehicles in the driveway.

All Home Owner vehicles must be in mechanically sound and working condition. Any damage caused by a Home Owners vehicle to limited common or common areas such as but not limited to leaking fluids will be repaired by the Association at the Home Owners expense.

No vehicles may be parked overnight on the roadways within the Development; all vehicles (whether owned by occupants of a condominium or visitors) must be parked in driveways. The Association, under special circumstances, may grant parking permits for limited periods of time. Violators of this rule will be subject to a fine per occurrence and having their vehicle towed at the owner's expense.

The parking of boats, campers, trailers, and work-type vehicles (vans/trucks with signage on them) on driveways for an extended period of time is not allowed. Short stays of less than forty eight (48) hours to clean/load your boat or camper is acceptable.

10. SIGNS.

No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements or in his respective unit, if such sign be seen from any portion of the common elements; except for:

- (a) Name plates which shall be uniform in size and design and approved by the Board of Directors.
- (b) A unit owner may display one "For Sale" sign in connection with a bona fide open house being conducted in an attempt to sell the condominium. The sign may be displayed only during the open house. A resident may hold not more than one open house per week and an open house may not last more than six (6) hours. A resident that desires to display a "For Sale" sign pursuant to this rule, must first provide the Association with at least seven (7) days prior written notice.
- (c) 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.

11. REPAIRS TO CONDOMINIUMS.

Maintenance and repair responsibilities are set forth in the Declaration.

12. DECKS. PATIOS AND PORCHES.

Patios, decks and porches may not be used for storage, including but not limited to the storage of motorcycles, baby carriages, bicycles, wagons, lawn jewelry or other items, or for the airing or drying of laundry, carpet, rugs or other items. Drying of laundry in an open garage will also not be permitted. The use and or storage of a hot a tub, spa or pool is not permitted on any deck, patio, limited common area or common area. The reasonable use of a children's temporary splash pool is permitted with the following limitations:

- 1) The size of a temporary splash pool may not exceed six (6) feet in diameter and one (1) foot in height.
- 2) Temporary splash pools must be drained and removed at the end of each day. Extended storage of a temporary splash pool on limited common or common areas is not permitted.
- 3) Home owner(s) is/are responsible for any injury or damage caused by the use of a temporary splash pool.

13. NOISE

Common courtesy dictates the owners will not disturb their neighbors with loud radios or parties before 8 a.m. or after 11 p.m., or act in such a way as to cause unnecessary noise in the area. FINES WILL APPLY.

14. ANTI-DISCRIMINATION ANTI-HARASSMENT POLICY.

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

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

The Policy of the Association

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

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

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

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

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

- 2) For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression that has the purpose or effect of unreasonably interfering with an individual's living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

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

Application of This AD-AH Policy

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

Procedures

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

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

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

15. INSTALLATION AND USE OF SECURITY CAMERAS AND VIDEO DOORBELLS.

- 1) The Association in general allows the installation of camera door bells and surveillance cameras in those situations and places where the security of either people or property would be enhanced, subject to the **prior** written consent of the Board. Cameras installed as of the date these Rules are adopted are considered grandfathered with respect to the requirement of prior written consent of the Board. Any camera allowed to be installed must be used in an appropriate, professional, ethical and legal manner consistent with all existing applicable laws and Association policies.
- 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.

16. VIOLATION LETTERS & VIOLATION ASSESSMENTS

The Property Manager will be canvassing the community on a regular basis at which time any violation of the Rules and Regulations will be noted.

- 1) All complaints of rules violations reported by a homeowner must be submitted in writing to the Property Management Company. No complaint will be investigated until the written complaint is received.
- 2) Once the Property Management Company receives and confirms the complaint, a letter will be sent to the homeowner indicating the nature of the violation and requesting voluntary compliance as set forth in Section 18 below.

17. RULES ENFORCMENT AND GRIEVANCE PROCEDURE.

- 1) The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
 - a. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit Owners comply with the Condominium Documents.
 - b. **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
 - c. **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
 - d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 1. The violation is in direct defiance of a previous mandate from the Board of Directors.
 2. The violation was malicious in its intent.
 3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (e.g. if alterations are made that cannot be restored to their original state.)
- 2) Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
- 3) **Attorney Fees**
 - a) The Board may also assess a Unit Owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
 - b) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Unit Owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**
- 4) 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 mediator or arbitrator, following the procedure set forth in Section 14.02 of the Restated Declaration.

18. MOVING AND STORAGE.

Transferable moving containers, (PODS, U-Box, etc.) require Board approval. They may be located on the driveway adjacent to the unit, or in the unit owner's garage. The maximum period for any exterior moving container is two (2) weeks.

19. DUMPSTERS AND PORTABLE RESTROOMS (PORTA POTTY).

Dumpsters require Board approval. They may be located on the street, the driveway adjacent to the unit, or in the unit owner's garage. The maximum period for any exterior dumpster is two (2) weeks. Portable Restrooms may be located in the unit owner's garage. Exterior Portable Restrooms are strictly prohibited.

20. GENERAL.

These rules and regulations may be amended from time to time by the Association's Board of Directors without notice or hearing to condominium owners and occupants, but a copy of any such amendments or modifications shall be mailed to each condominium owner or occupant at his or her condominium before such owner or occupant shall be subject to any such amendments or modifications.