BEAR MEADOWS CONDOMINIUM ASSOCIATION, INC
AMENEDAND RESTATED BYLAWS

Table of Contents

		Page
Article I. - Plan of Unit Ownership		
Section 1.	Condominium Unit Ownership	1
Section 2.	Adoption of Bylaws and Applicability of Definitions	1
Section 3.	Office and Mailing Address	1
Article II. - Board of Directors		
Section 1.	Number and Qualification	1
Section 2.	Powers and Dutics	1
Section 3.	Managing Agent and Manager	2
Section 4.	Election and Term of Office	2
Section 5.	Removal Of Members of the Board of Directors	2
Section 6.	Vacancies	2
Section 7.	Organization Meeting	2
Section 8.	Regular Meetings	2
Section 9.	Special Meetings	2
Section 10.	Waiver of Notice	2
Section 11.	Quorum of Board of Directors	3
Section 12.	Fidelity Bonds	3
Section 13.	Compensation	3
Section 14.	Liability of the Board Of Directors	3
Section 15.	Informal Action	3

		Page
Article III. - Unit Owners		3
Section 1.	Annul Meetings	4
Section 2.	Place of Meetings	4
Section 3.	Special Meetings	4
Section 4.	Notice of Meetings	4
Section 5.	Adjournment of Meetings	4
Section 6.	Title to Units	
Section 7.	Voting	4
Section 8.	Intentionally deleted	5
Section 9.	Quorum	5
Section 10.	Majority Vote	5
Section 11.	Action by Unanimous Consent	5
Section 12.	Membership	5
Article IV. - Officers		6
Section 1.	Designation, Election and Removal	6
Section 2.	President	6
Section 3.	Vice President	6
Section 4.	Secretary	6
Section 5.	Treasurer	7
Section 6.	Agreements, Contracts, Deeds, Checks, etc.	7
Section 7.	Compensation of Officers	7

		Page
Article V. - Operation of the Property		7
Section 1.	Determination of Common Expenses	7
Section 2.	Insurance	7
Section 3.	Intentionally deleted	8
Section 4.	Payment of Common Expenses	8
Section 5.	Collection of Assessments	9
Section 6.	Default in Payment of Common Expenses	9
Section 7.	Foreclosure of Liens for Unpaid Common Expenses	9
Section 8.	Statement of Common Expenses	9
Section 9.	Abatement and Enjoining of Violations	9
Section 10.	Grievance Procedure	10
Section 11.	Maintenance and Repair	10
Section 12.	Use of Property	11
Section 13.	Additions, Alterations or Improvements by Board of Directors	12
Section 14.	Structural Additions, Alterations, or Improvements by Unit Owners	12
Section 15.	Rules of Conduct	12
Section 16.	Water and Sewer Charges	12
Section 17.	Electricity	12
Section 18.	Right of Access	13

		Page
Article VI. - Mortgages		13
Section 1.	Mortgages of Units	13
Section 2.	Notice to Board of Directors	13
Section 3.	Notice of Unpaid Common Expenses	13
Section 4.	Notice of Default	13
Section 5.	Examination of Books	13
Section 6.	Land Contracts	13
Article VII. - Sales and Leases Units		13
Section 1.	Sales and Leases	13
Section 2.	No Severance of Ownership	14
Section 3.	Financing of Purchases of Units by Association	14
Section 4.	Waiver of Right to Participation with Respect to Units Acquired by Association	14
Section 5. Intentionally deleted		14
Section 6. Payment of Assignments		14
Article VIII. - Intentionally deleted		14
Article IX. - Records		14
Section 1.	Records and Reports	14

	Page
Article X. - Miscellaneous	15
Section 1. Notices	15
Section 2. Invalidity	15
Section 3. Captions	15
Section 4. Singular-Plural	15
Section 5. Waiver	15
Section 6. Insurance Trustee	15
Article XI. - Conflicts	15
Section 1. Control of Conflicts	16
Article XII. - Fiscal Year	16
Section 1. Adoption of Fiscal Year	16
Article XIII - Amendments to Bylaws	16
Section 1. Amendments to Bylaws	16
Section 2. Rights of Declarant	16

AMENDED AND RESTATED BYLAWS OF BEAR MEADOWS CONDOMINIUM

ARTICLE I.
Plan of Unit Ownership

Section l. Condominium Unit Ownership. Certain property located in the City of Burlington, Racine County, State of Wisconsin ("Property"), known as Bear Meadows Condominium, has been submitted to the provisions of the Wisconsin Condominium Ownership Act ("Act") by a Declaration of Condominium ("Declaration") recorded in the office of the Register of Deeds for Racine County, Wisconsin.

Section 2. Adoption of Bylaws and Applicability of Definitions. These Bylaws are adopted as the Bylaws of Bear Meadows Condominium Association, Inc. ("Association"), a Wisconsin corporation organized under the Wisconsin nonstock Corporation Law to serve as an association of unit owners under the Act. The provisions of these Bylaws apply to the Property and to the use and occupancy of the Property. The terms used in these Bylaws shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Act.

Section 3. Office and Mailing Address. The office and mailing address of the Association and of the Board of Directors of the Association ("Board of Directors") shall be the unit of one of the officers of the Association as designated by the Board of Directors. The initial office and mailing address located at 950 Dorothy Court, Burlington, Wisconsin 53105.

ARTICLE II.
Board of Directors

Section 1. Number and Qualification. The Board of Directors shall be composed of three persons, each of whom shall be owners of units, fiduciary owners, members, or employees of partnership owners, or officers, stockholders, employees of corporate owners, and one of whom may be the spouse of a unit owners or a mortgagee of a unit, a fiduciary mortgagee, a member or employee of a partnership mortgagee, or an officer, stockholder or employee of a corporate mortgagee.

Section 2. Powers and Duties. The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except those powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the unit owners or have been specifically reserved by or to the unit owners. The Board of Directors shall have full power and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Act, the Declaration, these Bylaws, and the rules and regulations.

Section 3. Managing Agent and Manager. The Board of Directors may employ for the Property a managing agent at a compensation established by the Board of Directors to perform the duties and services as the Board of Directors shall authorize.

Section 4. Election and Term of Office. The members of the Board of Directors elected by the unit owners shall hold office for a term of one year and until their respective successor shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors previously elected by the unit owners may be removed with or without cause by a majority of the authorized votes of all unit owners, and a successor may be elected to fill the vacancy created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a member by a vote of the unit owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of the vacancy even though the members present at the meeting may be less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor is elected at the next annual meeting of the unit owners.

Section 7. Organizational Meeting. The first meeting of the members of the Board of Directors following the first annual meeting of the unit owners shall be held within ten days after the annual meeting, at a time and place fixed by the unit owners at the meeting at which the Board of Directors has been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute the meeting, providing a majority of the whole Board of Directors shall be present at the meeting.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at the time and place as determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail, at least 48 hours prior to the time of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by mail, and the notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one member of the Board of Directors.

Section 10. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a member of the Board of Directors at any meeting of the Board shall be a waiver of notice of the time and place of the meeting. If all

members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors shall obtain fidelity bonds for all officers and employees of the Association handling or responsible for funds. The bonds shall be in amounts not less than one and one-half times the anticipated annual common expenses and reserves for the Property, as reflected on the budget adopted by the Board of Directors. The premiums on the bonds shall constitute a common expense.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as a Director.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for their own individual, willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors and each officer of the Association against all contractual liability to others arising out of contracts made by the Board of Directors and officers of the Association on behalf of the Association unless any contract shall have been made in bad faith. It is intended that the members of the Board of Directors and each officer of the Association shall have no personal liability with respect to any contracts made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or officers of the Association or out of the indemnity in favor of the members of the Board of Directors or officers of the Association shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to an equal proportionate share of the total liability. At the option of the Board of Directors, Officers' and Directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 15. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. The consent shall have the same force and effect as a unanimous vote.

ARTICLE III.
Unit Owners

Section 1. Annual Meetings. The annual meetings of the unit owners shall be held at least one time per calendar year on a date and at a time selected by the Board of Directors. At such meetings, the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these Bylaws. The unit owners may transact other business at the meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the unit owners shall be held at the principal office of the Association or at any other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 25 percent of the total authorized votes of all unit owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least not more than 20 days prior to the meeting, stating the purpose of the meeting as well as the time and place where it is to be held.

Section 5. Adjournment of Meetings. Any meeting of unit owners at which a quorum has or has not attended may be adjourned at the option of the unit owners by vote of a majority of the authorized votes of the unit owners who are present, either in person or by proxy, at the meeting.

Section 6. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons as marital property, as survivorship martial property, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. Voting. Each unit owner shall furnish the Association with the owner's name and current mailing address. No unit owner may vote at meetings of the Association until this information is furnished. The owner or owners of each unit, or some person designated by the owner or owners to act as proxy and who need not be an owner, shall be entitled to cast the vote belonging to the unit at all meetings of unit owners. The designation of any proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit. Each unit owner (including the Declarant and the Board of Directors, if the Declarant, or the Board of Directors or its designee shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote belonging to each unit owned. Where ownership is in the name of two or more persons, the vote may be cast by any one joint owner; provided, however, that if any joint owners protests promptly in a written statement with the Secretary stating that thereafter the vote must be cast pro rata in accordance with each

joint owner's interest in the unit, then the vote shall thereafter be cast pro rata by all joint owners in accordance with their interests in the unit. Where a unit is leased, the lessor shall be entitled to vote the vote belonging to the unit (where there are two or more lessors, they shall be considered joint owners). Where the unit is sold under a land contract, the land contract vendee shall be entitled to vote the vote for that unit (where there are two or more vendees, they shall be considered joint owners). Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, such unit owners may not vote at the meeting.

Section 8. Intentionally deleted.

Section 9. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners having 33 1/3 percent of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these Bylaws.

Section 11. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting of unit owners by execution of a consent in writing setting forth the action taken signed by all unit owners entitled to vote. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote.

Section 12. Membership.

A. All unit owners shall be members of the Association. This is not intended to include persons who hold an interest in the unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall belong to and may not be separated from ownership of any unit.

B. Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Racine County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Racine County of a deed or other instrument establishing a change of record title to a unit or the recording in that office of a land contract. The transferee designated by the instrument or the vendee shall then become a member of the Association, and the membership of the prior owners or vendor shall then be terminated.

C. The Association shall maintain a current membership list listing all unit owners of each unit, the current mailing address for each unit owner to which notice of meetings of the Association shall be sent, all mortgagees of the unit, if any, and, in the

case of multiple owners of a unit, the unit owner, if any, designated to cast any or all votes pertaining to such unit in accordance with the Declaration. Each unit owner shall promptly provide written notice to the Association of any transfer of its unit and of any change in such unit owner's name or current mailing address. No unit owner may vote at meetings of the Association until the name and current mailing address of such unit owner has been provided to and received by the Secretary of the Association. Any unit owner that mortgages its unit or any interest therein or enters into a land contract with respect to its unit shall notify the Secretary of the name and mailing address of its mortgagee and shall also notify the Secretary when such mortgage has been released or such land contract has been fulfilled, and the Secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

ARTICLE IV.
Officers

Section 1. Designation, Election and Removal. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President. Any officer may with or without cause, be removed by the Board of Directors, and a successor selected, by majority vote of the members of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting called for that purpose.

Section 2. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the unit owners and of the Board of Directors. The President shall have all of the general powers and duties of the President of a stock corporation organized under the Wisconsin Business Corporation Law, including, but not limited to, the power to appoint unit owners to any committee which is established under these Bylaws.

Section 3. Vice President. The Vice President shall take the place of and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be requested by the Board of Directors or by the President.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at the meetings of the Association.

Section 5. Treasurer. The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors and shall, in general, perform all the duties of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 6. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by any two officers or by such other person or persons as may be designated by the Board of Directors.

Section 7. Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE V.
Operation of the Property

Section 1. Determination of Common Expenses. The Board of Directors shall, at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess the common expenses against the unit owners according to their respective, undivided percentage interests in the common elements as described in the Declaration. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable at such time or times as the Board of Directors shall determine. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year, sewer service, and water consumed or used in or in connection with the Property. The initial contribution to the working capital fund is not refundable to, or assignable by, the unit owner. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by the unit owner, and shall furnish copies to all unit owners by each budget on which the common expenses are based.

Section 2. Insurance. The Board of Directors shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the units and the bathroom and kitchen fixtures initially installed by the Declarant, but not including furniture, furnishings, or other personal property supplied or installed by unit owners), together with all air conditioning equipment and other service machinery contained in the units, and all limited common elements.

The insurance shall cover the Property and shall name as insureds the Association, and all unit owners and their mortgagees, as their interest may appear, in an amount equal to not less than the replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided in these Bylaws as trustee for all unit owners and their mortgagees or land contract vendors as their interest may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net insurance proceeds, if $10,000 or less, shall be payable to the Association, and if more than $10,000, shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that the policies may not be cancelled or substantially modified without at least 10 days' prior written notice to all of the insured. Prior to obtaining any policy of fire insurance or any renewal of the policy, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amounts of fire insurance to be purchased.

The Board of Directors shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner and appropriate fidelity bond coverage for any person handling Association funds. The public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review the insurance limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, the public liability insurance shall be in a single limit of at least $1,000,000 covering all claims for bodily injury or property damage arising out of one occurrence. The Association may obtain and maintain worker's compensation insurance to the extent necessary to comply with any applicable laws.

Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, and that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any additional insurance. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units.

Section 3. Intentionally deleted.

Section 4. Payment of Common Expenses. All unit owners shall pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article, at such time or times as the Board of Directors shall determine. A later charge of up to $25 may be imposed by the Board of Directors against a unit owner if any balance in common expense remains unpaid by the 10th day of the month when due.

No unit owner shall be liable for the payment of any part of the common expenses assessed against the unit after a sale, transfer or other conveyance of the unit by the owner (made

in accordance with the provisions of Section 1, Article VII of these Bylaws). A purchaser of a unit shall be liable for the payment of common expenses assessed against the unit before the acquisition by the purchaser of the unit, except that if the Association or Board of Directors furnishes a statement pursuant to the Act, the liability shall be limited to the amount set forth in the statement.

Each unit owner shall be obligated to pay common expenses under these Bylaws, notwithstanding the fact that the unit owner may have a pending dispute with the Association or the Board of Directors on any matter.

Section 5. Collection of Assessments. The Board of Directors shall assess common expenses against the unit owners from time to time at least annually and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by the unit owner for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses. in the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, the unit owner shall be obligated to pay interest at the rate of 18 percent per year, or the highest rate allowed by law if less than 18 percent per year, on the common expenses from the due date, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect the unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover the common expenses, together with interest, and the expenses of the proceedings, including attorneys' fees, in an action brought against the unit owner, or by foreclosure of the lien on the unit granted by the Act. The Board of Directors shall also have the right to prohibit a unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay reasonable rent for the use of the unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rent. The Board of Directors, acting on behalf of all unit owners, shall have the power to purchase the unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes belonging to, convey, or otherwise deal with the unit after purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the amount due.

Section 8. Statement of Common Expenses. The Board for Directors shall promptly provide any unit owner who makes a request in writing with a written statement of the unit owner's unpaid common expenses.

Section 9. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit in which the violation or breach exists and to

abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist in the unit contrary to the intent and meaning of the provisions of this Section. The Board of Directors shall not be deemed guilty in any manner of trespass in so acting; or (b) to enjoin, abate or remedy the thing or condition by appropriate legal proceedings.

Section 10. Grievance Procedure.

A. Any unit owner may file a written complaint with the Secretary of the Association against another unit owner for violation of the Act, the Declaration, these Bylaws and the rules and regulations. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties for the violation and the hearing procedure to the unit owner complained of by personal delivery or regular mail. The unit owner complained of may, within five days of delivery of the notice, file a written answer with the Secretary admitting or denying the allegations in the notice. If, within the time period allowed, the unit owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the unit owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held not less than 14 or more than 30 days after delivery or mailing of a notice of hearing to the parties.

B. Upon mailing of the notice of hearing, the President of the Association shall appoint the Grievance Committee. The Grievance Committee shall consist of three unit owners who are not members of the Board of Directors, relatives of the unit owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

C. The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining unit owner. The parties and the Grievance Committee shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each unit owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal, and conformity to the legal rules of evidence shall not be required. Within seven days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the unit owners.

D. Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors shall, without limiting any other rights set forth in the Bylaws, impose a fine against the defaulting unit owner in the amount of $25 for the first violation and $50 for later violations which, if not paid within 3 days, shall bear interest at the rate of 18 percent per year, or the highest rate permitted by law if less than 18 percent per year, and shall be a lien against the unit until paid in full.

Section 11. Maintenance and Repair.

A. All maintenance of and repairs to any unit (including replacement of window panes and glass doors, if any), structural or nonstructural, ordinary or extraordinary, shall be made by the owner of the unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common elements resulting from the unit owner's negligence, misuse, or misconduct.

B. All maintenance, repairs and replacements to the common and limited common elements (unless necessitated by the negligence, misuse, or misconduct of a unit owners, in which case the expense shall be charged to the unit owner) shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

Section 12. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

A. The units shall be used for single-family residential purposes. Any garage space shall not be used for any purpose other than as a garage, except with the advance written permission of the condominium Association Board of Directors.

B. The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units. This may include the construction and maintenance of a workshop/storage building.

C. No nuisances shall be allowed on the Property, no shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

D. No immoral, improper, offensive, or unlawful use shall be made of the Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be allowed. Compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair the affected portion of the Property.

E. A unit owner shall not place any furniture, packages or objects in the common elements unless permitted by the Board of Directors. A unit owner shall place only those items on the deck, patio, balcony, or parking space assigned to the unit as approved by the rules and regulations adopted by the Board of Directors.

F. No animals, rabbits, livestock, fowl, poultry, or reptiles of any kind shall be raised, bred or kept in any unit or in the common areas.

G. Intentionally deleted.

H. Intentionally deleted.

I. Intentionally deleted.

J. Trash, garbage, and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy, and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Association Board of Directors. Refuse containers shall be kept inside of the garage or unit until the day same is to be picked up by the refuse hauler at which time same shall be placed outside in the duly designated area: The containers, once emptied shall be returned to the inside area within twelve (12) hours after the refuse has been picked up.

K. Intentionally deleted.

Section 13. Additions, Alterations, or Improvements by Board of Directors. Whenever, in the judgment of the Board of Directors, the common and limited common elements require additions, alterations, or improvements costing in excess of $10,000 and the making of the additions, alterations, or improvements has been approved by a majority of unit owners, the Board of Directors shall proceed with the additions, alterations, or improvements and shall assess all unit owners for the cost as a common expense. Any additions, alterations, or improvements costing $10,000 or less may be made by the Board of Directors without approval of the unit owners, and the cost shall constitute a common expense.

Section 14. Structural Additions, Alterations, or Improvements by Unit Owners. A unit owner may make additions, improvements, or alterations within the unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of the building containing the unit or of any portion of the Property. The Board of Directors shall not be liable to any contractor, subcontractor, or materialman, or to any person sustaining personal injury or property damage, for any claim arising in connection with the additions, alterations, or improvements. The provisions of this section shall not apply to units owned by the Declarant until such units have been conveyed by the Declarant.

Section 15. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common elements may be made and amended by the Declarant for the period prior to the first meeting of members, and thereafter by the Board of Directors with the approval of a majority of unit owners. Copies of the rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 16. Water and Sewer Charges. Municipal water and sewer services shall be supplied to all of the units and the common elements. The Board of Directors shall pay the bills for water consumed or used in or in connection with the common elements, including any charge for fire hydrants located on the property, as a common expense.

Section 17. Electricity. Electricity required to service the units and the common elements is supplied by the public utility companies serving the area. The Board of Directors

shall pay the bills for electricity consumed or used in or for the common elements for each unit. Each unit owner shall pay the bills for electricity consumed or used in or for the unit.

Section 18. Right of Access. A unit owner shall grant a right of access to the unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in the unit and threatening another unit or the common or limited common elements, to install, alter, or repair mechanical or electrical services or other common or limited common elements in the unit or elsewhere in the building, and to correct any condition which violate the provisions of any mortgage covering another unit. Requests for entry shall be made in advance, and entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, the right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI.

Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice of Board of Directors. A unit owner who mortgages a unit shall notify the Board of Directors of the name an address of the mortgagee.

Section 3. Notice of Unpaid Common Expenses. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid common expenses or other default by the owner of the mortgaged unit.

Section 4. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common expenses or other default, shall send a copy of the notice to each holder of a mortgage covering the unit whose name and address have previously been furnished to the Board of Directors.

Section 5. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 6. Land Contracts. For purposes of these Bylaws, land contract vendors and vendees shall have the same rights as mortgagees and mortgagors, respectively.

ARTICLE VII.
Sales and Leases of Units

Section 1. Sales and Leases. Unit owners may sell or lease their units or any interest in the units provided the provisions of this Article are followed. A unit owner's sale of the unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements belonging to the unit; (b) the interest of the unit owner in any units previously acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the

sale or lease of those units, if any; and (c) the interest of the unit owner in any other assets of the Association.

Section 2. No Severance of Ownership. No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to a unit without including the interests described in Section 1 of this Article VII, it being the intention to prevent any severance of the combined ownership. Any deed, mortgage, or other instrument purporting to affect one or more of these interests, without including all interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described. No part of these interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer, or other disposition of the unit to which the interests belong, or as part of a sale, transfer or other disposition of that part of these interests belonging to all units.

Section 3. Financing of Purchase of Units by Association. Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses possessed by the Board of Directors, or if these funds are insufficient, the Association may borrow money to finance the acquisition of the unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall act to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

Section 4. Waiver of Right of Partition with Respect to Units Acquired by Association. In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenant in common, all unit owners shall be deemed to have waived all right of partition with respect to the unit.

Section 5. Intentionally deleted.

Section 6. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, will, or lease a unit unless and until the unit owner shall have paid in full to the Association all unpaid common expenses previously assessed by the Board of Directors against the unit.

ARTICLE VIII

Intentionally deleted

ARTICLE IX

Records

Section 1. Records and Reports. The Board of Directors shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the

Board of Directors, minutes of the meetings of the unit owners, and financial records, and books of account of the Association. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board Directors to all unit owners at least semi-annually. In addition an annual report of the receipts and expenditures of the Association, prepared by an independent, certified public accountant (which report need not be certified), shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested it within a reasonable time after the end of the fiscal year.

ARTICLE X

Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to the unit or to such other address as may have been designated by the owner from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by registered or certified mail.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 3. Captions. The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision of these Bylaws.

Section 4. Singular - Plural. The use of the singular in these Bylaws shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure of enforcement, regardless of the number of violations or breaches which may occur.

Section 6. Insurance Trustee. The insurance trustee shall be a bank in the state of Wisconsin, designated by the Board of Directors and have a capital, surplus and undivided profits of $500,000 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee, and the fees and disbursements shall constitute a common expense.

ARTICLE XI

Conflicts

Section 1. Control of Conflicts. These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflicts with the provisions of the Act, the provisions of the Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration or Articles of Incorporation, the Declaration or Articles of Incorporation, as applicable, shall control.

ARTICLE XII

Fiscal Year

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

ARTICLE XIII
Amendments to Bylaws

Section 1. Amendments to Bylaws. These Bylaws may be modified or amended by vote of at least two-thirds of the authorized votes of all unit owners, which vote shall be taken at a meeting of unit owners duly held for that purpose.

Section 2. Rights of Declarant. No amendment of these Bylaws shall alter or abrogate the rights of Declarant as contained in these Bylaws.

BEAR MEADOWS CONDOMINIUM
DECLARATION OF CONDOMINIUM

		Page
1.	Description of Land	1
2.	Name of Condominium	2
3.	Description of Buildings	2
4.	Description of Units	2
5.	Description of Common Elements and Limited Common Elements	4
6.	Interest in Common Areas and Voting Rights	5
7.	Residential Use	5
8.	Service of Process	6
9.	Damage or Destruction	6
10.	Miscellaneous Matters	6
11.	Termination	7
12.	Amending Declaration	7
13.	Expandable Condominium	8
14.	Declarant's Initial Rights	8
15.	Signatures	8 & 9
16.	Exhibit A - Condominium Plat with Exhibits	10

1283563

...e County, Wis. } SS
Received for Record 24th day of May A.D. 1989 at 8:09 o'clock A.M. and recorded in Volume 1963 of Records on page 542-560
Helen M. Schuetter
Register of Deeds

BEAR MEADOWS CONDOMINIUM
DECLARATION OF CONDOMINIUM

THIS DECLARATION is made and entered into by Bear Land Development Company, a partnership, hereinafter referred to as the "Declarant";

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located in the City of Burlington, Racine County, Wisconsin; and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin as amended from time to time (hereinafter referred to as the "Act"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as Bear Meadows Condominium) and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the property; and

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, DECLARES AS FOLLOWS:

Section 1. Description of Land. The land which is the subject of this Declaration and upon which the condominium buildings and improvements are and will be located is in Racine County, Wisconsin, and is more particularly described as follows:

0526 05 24

Ret: Lakeside Title
620-56th St.
Kenosha 53142

VOL 1963 PAGE 542

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the southeast corner of said Lot 25, run thence south 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 344.69 feet to the point of beginning of the following described parcel; thence continue South 88°39'49" West along said south line, 156.12 feet; thence North 6°31'08" West, 195.00 feet; thence North 79°30'07" East, 152.00 feet; thence North 68°24'44" East, 124.80 feet; thence South 9°14'26" East, 120.29 feet; thence South 80°45'34" West, 129.18 feet; thence South 9°33'01" East, 125.99 feet to the point of beginning.

Containing 1.027 acres of land, more or less.

Subject to easements of record.

Section 2. Name of Condominium. The name by which the condominium shall be identified is Bear Meadows Condominium.

Section 3. Description of Buildings. Three buildings containing four units each have been constructed, or are in the process of construction, or will be constructed in the location as shown on the Condominium Plat attached to this Declaration as Exhibit A. The condominium dwelling units in the buildings are called "units", and their boundaries are described in Section 4 of this Declaration. Declarant shall have no liability to any unit owner or mortgagee of a unit for any failure to commence or complete construction of any units, common elements, limited common elements, buildings, or other improvements to the property or condominium.

Each building has two levels of living space. The building is constructed principally of concrete slab foundations and concrete footings, wood frame, brick, wood and concrete floors. The roofs are asphalt shingle. Each unit is connected to the municipal sewer and water system and has an individual hot water heater and individual heating and air conditioning systems. All utilities except for sewer and water service for each unit will be separately metered. One garage space is provided for each unit.

Section 4. Description of Units.

A. Each unit has a letter and number designation, and the location and immediate common area to which it has access are shown on the Condominium Plat attached to this Declaration as

VOL 1963 PAGE 543

Exhibit A. Working drawings and general specifications for the units are set forth within Exhibit A.

B. The boundaries of each unit, including the garage space belonging to the unit, shall consist of that part of the cubic area of the building enclosed as follows:

1. Horizontal Boundaries:

a. The upper boundaries of the units shall be the plane of the undecorated, finished ceiling including the first layer of drywall and extended to an intersection with the vertical boundaries; and

b. The lower boundaries of the unit shall be the plane of the undecorated, finished floor extended to an intersection with the vertical boundaries.

2. Vertical Boundaries: The vertical boundaries of the unit shall be the plane of the undecorated, finished interior of the perimeter walls including the first layer of drywall and extending to intersections with each other and with the upper and lower boundaries.

C. Each unit shall include the inner surfaces of the finished walls, ceilings and floors and all windows, mouldings, window frames and doors (including all glass in doors and garage doors) in or appurtenant to a unit and its respective garage.

D. All A and C units contain a living room, dining room, kitchen, breakfast nook, utility room, two bedrooms, a den (or third bedroom) and two bathrooms, all on one floor. All B and D units contain a living room, dining room, kitchen, breakfast nook, utility room, two bedrooms and two bathrooms, all on one floor. The approximate number of square feet in each unit is:

A: 1,500 square feet
B: 1,269 square feet
C: 1,620 square feet
D: 1,394 square feet

E. The structural portions of each building, any smoke detectors and fire alarms and the exterior surface of the garage door shall be common elements except as stated in Section 4C of this Declaration. Utility lines and plumbing equipment located outside of the units shall be repaired and maintained by and at the expense of the Bear Meadows Condominium Association, Inc. (the "Association"). The heating and air conditioning systems and water heater for each unit shall be considered part of the unit and repaired and maintained by and at the expense of the unit owner.

VOL 1963 PAGE 544

F. Each unit shall include one space in an attached garage belonging to the unit as shown on Exhibit A.

G. If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction, or repair of the building, or as the result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be the boundaries of the unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

H. It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year, such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements.

I. Each unit owner shall pay for his own natural gas, cable TV, telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

J. Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the property, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the unit owners obtained as part of the common expenses.

Section 5. Description of Common Elements and Limited Common Elements.

A. The common elements and facilities consist of all of the condominium other than the units themselves.

B. All stairways, building entry foyers, hallways situated outside of units, decks, balconies, patios and driveways immediately adjacent to any unit shall be a part of the common area and

not a part of any individual unit; however, as limited common elements, each unit owner shall be entitled to the exclusive use and possession of that deck, balcony, patio and outdoor parking space, direct access to which is provided from his respective unit, or which is or are located outside of and adjoining his respective unit or is designated for such unit. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such common element, deck, balcony, patio, or driveway in any manner contrary to the rules and regulations as may be established by the Association.

Section 6. Interest in Common Areas and Voting Rights.

A. Each unit shall be treated as an individual property capable of independent use in fee simple ownership. Each unit owner shall have an undivided percentage interest in the common and limited common areas and facilities equal to that percentage which each unit bears to the total number of units which are subject to this Declaration from time to time. In the event the condominium is expanded as provided in Section 13 hereof, the common area interest shall be adjusted accordingly. Each unit shall have one vote on matters submitted by the Association for decision.

B. The management of the common areas and limited common areas shall be controlled by the Association.

C. The owner of a unit, including the Declarant, shall be a member of the Association and subject to its rules and regulations either upon issuance of a final occupancy permit for said unit by the City of Burlington, or when a particular unit is conveyed by the Declarant to an owner, whichever is sooner.

Section 7. Residential Use and Lease of Unit:

A. All units are restricted to residential use, except that the Declarant reserves the right to use not more than three units as sales models until all units in the condominium are sold.

B. No owner shall lease or rent his unit for a term of less than six (6) months. Any owner who wishes to lease or rent his unit to any person not related by blood or marriage to the owner shall give to the Association Board of Directors no less than twenty (20) days prior written notice of the proposed lessee/tenant, and his or their financial and character references. If the Board of Directors, in its reasonable opinion, finds that the proposed lease or rental is contrary to the best interest of the unit owners and the Association, it may prohibit such lease or rental by written notice to the said owner. The Association Board of Directors shall adopt rules and regulations

VOL 1963 PAGE 546

not inconsistent with the foregoing provisions for the purpose of implementing and effecutating the foregoing provisions.

Section 8. Service of Process. Service of process on the Declarant or the Association shall be made upon Kevin P. McKilip, 425 Milwaukee Avenue, Burlington, Wisconsin 53105, until all units have been sold and conveyed, at which time the Association may designate a successor registered agent by the vote of a majority of a quorum present at any meeting of the Association.

Section 9. Damage or Destruction. In the event eighty percent (80%) or more of the number of units of the property are destroyed or substantially damaged, action by the Association, by vote of seventy-five percent (75%) or more of the common interest taken within ninety (90) days after such damage or destruction, shall be necessary to determine to rebuild, repair, or restore the property as more fully described in the Bylaws of the Association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the Association as provided by said Bylaws.

Section 10. Miscellaneous Matters.

A. All present and future owners and occupants of such owners, employees of owners, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the Articles and Bylaws of the Association and the rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended and in effect from time to time, by such owner or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

B. Declarant hereby reserves for the Association, acting by and in the discretion of its Board of Directors, the right to grant to the City of Burlington, Racine County, or public or semi-public utility companies, or any cable TV company serving the property, easements, and right-of-way for the erection, construction and maintenace of all poles, wires, pipes, cable and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that the Board of Directors may

VOL 1963 PAGE 547

deem fit and proper for the improvement and benefit of the property. Such easements and right-of-way shall be confined, so far as possible, in underground pipes, cables, or other conduits, with the right to do whatever may be necessary to carry out the purposes for which this easement is created.

C. A perpetual easment is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

D. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

E. Each unit owner shall have the right to mortgage or encumber his own respective unit, together with his respective ownership interest in the common elements. No unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own unit and his own respective ownership interest in the common elements as aforesaid.

Section 11. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Condominium Ownership Act by an instrument to that effect duly executed and recorded in accordance with the provisions of Chapter 703 of the Wisconsin Statutes.

Section 12. Amending Declaration.

A. This Declaration may be amended by the affirmative vote of seventy-five percent (75%) of all the unit owners and seventy-five percent (75%) of all mortgagees of units in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded. Declarant reserves the right, for itself and its successors and assigns, to amend this Declaration at any time and from time to time, without a vote of unit owners, to reflect the commencement or completion of units. Prior to completion of construction of units, Declarant shall be deemed the owner of the percentage interests in the common elements for all proposed units.

B. Except as provided in Section 13, no amendment shall change any unit's proportionate share of the common elements, common expenses, or voting rights, unless all owners of the condominium units shall approve thereof by a one hundred percent (100%) vote, nor shall any amendment change the rights of Declarant as contained in this Declaration.

VOL 1963 PAGE 548

Section 13. Expandable Condominium. Declarant owns additional land described as "Expandable Area" in Exhibit A hereto adjacent to the land which is the subject of this Declaration. Declarant reserves the absolute and unqualified right, for the period of ten (10) years from the date of filing of the Declaration, for itself, its successors and assigns, and on behalf of each unit owner, to amend this Declaration to add a part or all of such land and any buildings constructed thereon to be a part of this condominium, until there is a total of not more than thirty-six (36) units. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be computed as in Section 6 of this Declaration. Declarant and its agents, assigns and contractors, shall at all times have an easement over, upon and across the common elements of the condominium for purposes of access to and from and the commencement, continuation and completion of construction of improvments to, the property set forth on Exhibit A to this Declaration. Nothing contained herein shall be deemed to create an obligation or commitment on the part of the Declarant to add any property or to construct any additional units or common elements as part of this condominium, and neither the Association nor any unit owner shall have any rights in that regard. Declarant may, in his sole discretion, develop some, all, or none of the additional property and proposed building units shown in Exhibit A hereto. Declarant reserves the right to change the design, location and number of buildings, units and common elements to be constructed on the property described as "Expandable Area" in Exhibit A, provided that the maximum number of units in the condominium does not exceed thirty-six (36). This Declaration may also be amended by Declarant to interchange the types of units prior to the actual conveyance of any such unit and to change the location of any parking space serving a building prior to the initial conveyance of any unit in the building.

Section 14. Declarant's Initial Rights. Until such time as the Board of Directors provided for in this Declaration is formed, and until thirty (30) days after Declarant shall have consummated the sale of units aggregating seventy-five percent (75%) of all unit ownerships, the Declarant, or its successor or assigns, shall exercise the powers, rights, duties and functions of the Board of Directors and Association; provided, however, that the Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of units aggregating fifty-one percent (51%) of all unit ownerships. Declarant shall interpret the foregoing.

IN WITNESS WHEREOF, Bear Land Development Company, a partnership, has caused this Declaration to be signed by all of its partners this 19th day of May, 1989.

BEAR LAND DEVELOPMENT COMPANY

By: _____
Kevin P. McKillip-Partner

VOL 1963 PAGE 549

By: _____
Guy D. Trecroci - Partner

By: _____
Stephen C. Mills - Partner

AUTHENTICATION

Signatures of Kevin P. McKillip, Guy D. Trecroci and Stephen C. Mills authenticated this 19th day of May, 1989.

_____
R. William Phenicie
MEMBER: State Bar of Wisconsin

This instrument was drafted by:
R. William Phenicie
Lloyd, Phenicie, Lynch & Kelly, S.C.
P.O. Box B
Burlington, WI 53105

VOL 1963 PAGE 550

EXHIBIT TO DECLARATION OF CONDOMINIUM B113

BEAR MEADOWS CONDOMINIUM

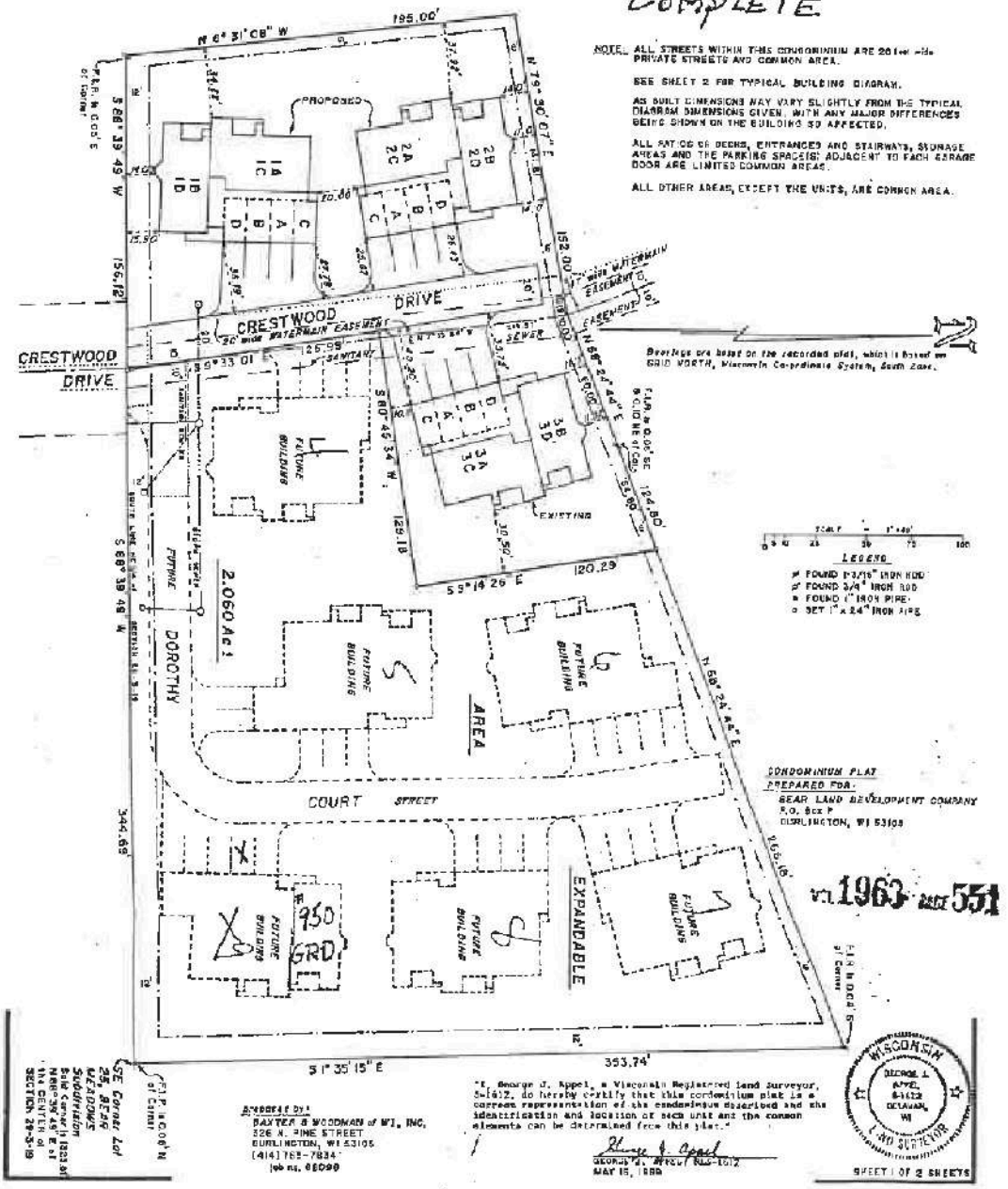
Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 344.69 feet to the point of beginning of the following described parcel; thence continue South 88°39'49" West along said south line, 156.12 feet; thence North 6°31'08" West, 195.00 feet; thence North 79°30'07" East, 152.00 feet; thence North 88°24'44" East, 124.80 feet; thence South 9°16'26" East, 120.29 feet; thence South 80°45'34" West, 129.18 feet; thence South 9°33'01" East, 125.99 feet to the point of beginning.

Containing 1.027 acres of land, more or less.

Subject to easements of record.

(9) BUILDING ERECTED
(4) UNITS / CONSTRUCTION COMPLETE



vol 1963 page 551

Page 1 of Exhibit A to Declaration of Condominium

EXHIBIT TO DECLARATION OF CONDOMINIUM

BEAR MEADOWS CONDOMINIUM

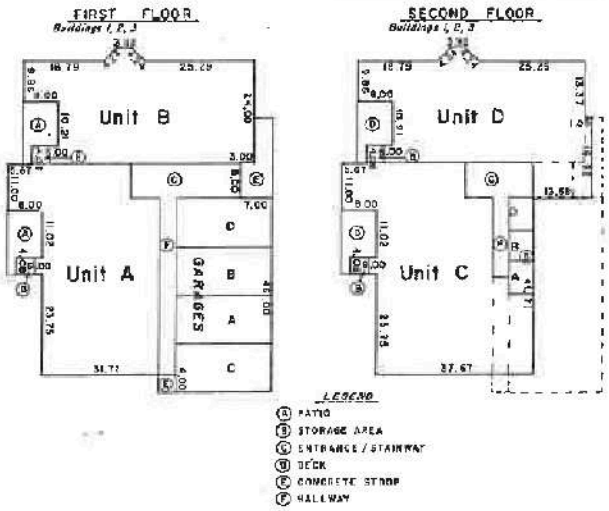
Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 344.69 feet to the point of beginning of the following described parcel; thence continue South 88°39'49" West along said south line, 156.12 feet; thence North 6°31'08" West, 195.00 feet; thence North 79°30'07" East, 152.00 feet; thence North 50°24'44" East, 124.60 feet; thence South 9°14'26" East, 120.29 feet; thence South 84°45'34" West, 129.18 feet; thence South 9°33'01" East, 125.99 feet to the point of beginning.

Containing 1.027 acres of land, more or less.

Subject to easements of record.

TYPICAL BUILDING DIAGRAMS



vol 1963 PAGE 552

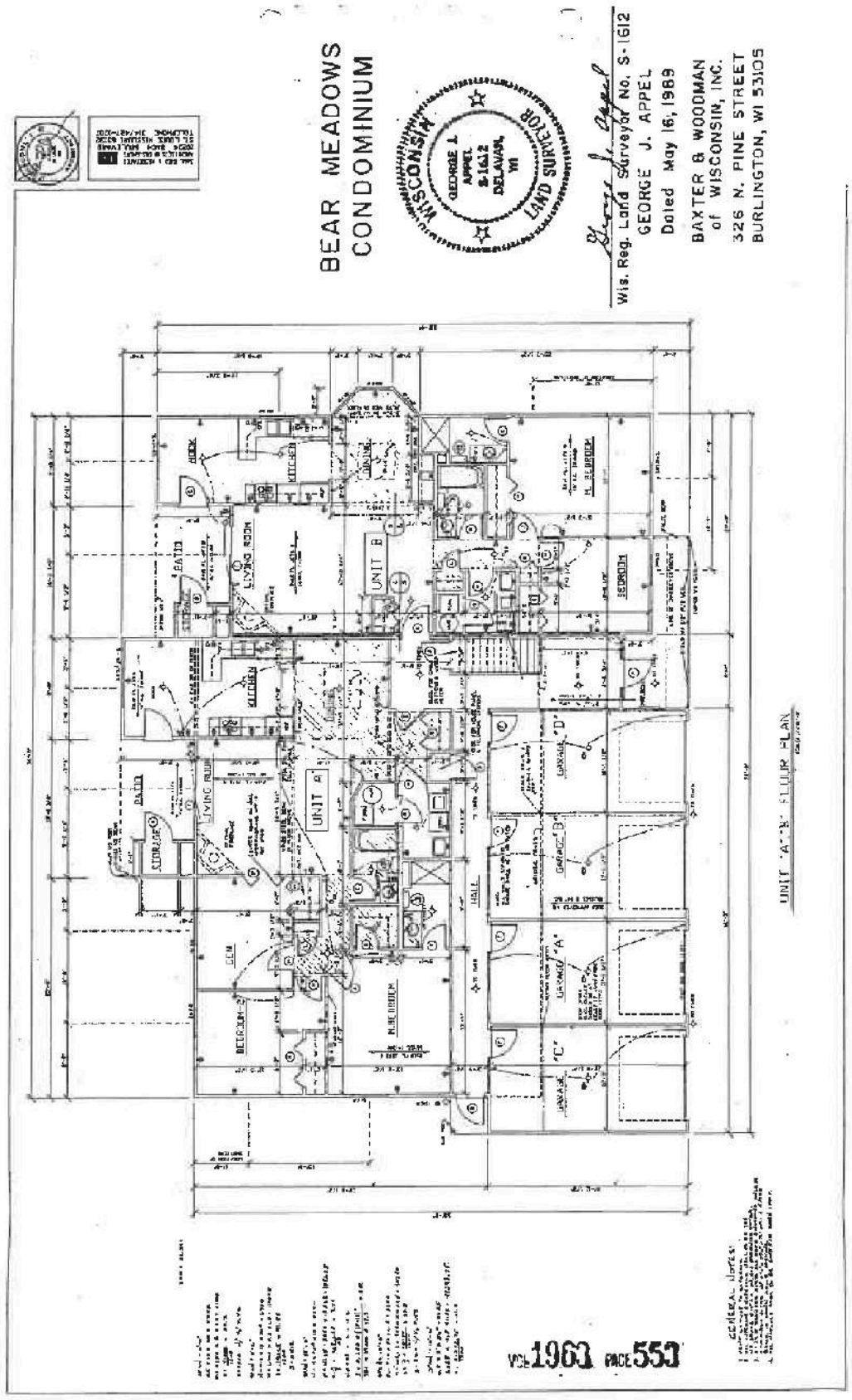
prepared by:
BAXTER & WOODMAN of WI, INC.
328 N. PINE STREET
BURLINGTON, WI 53105
(414) 763-7534
job no. 88098

"I, George J. Appel, a Wisconsin Registered Land Surveyor, S-1612, do hereby certify that this condominium plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from this plat."

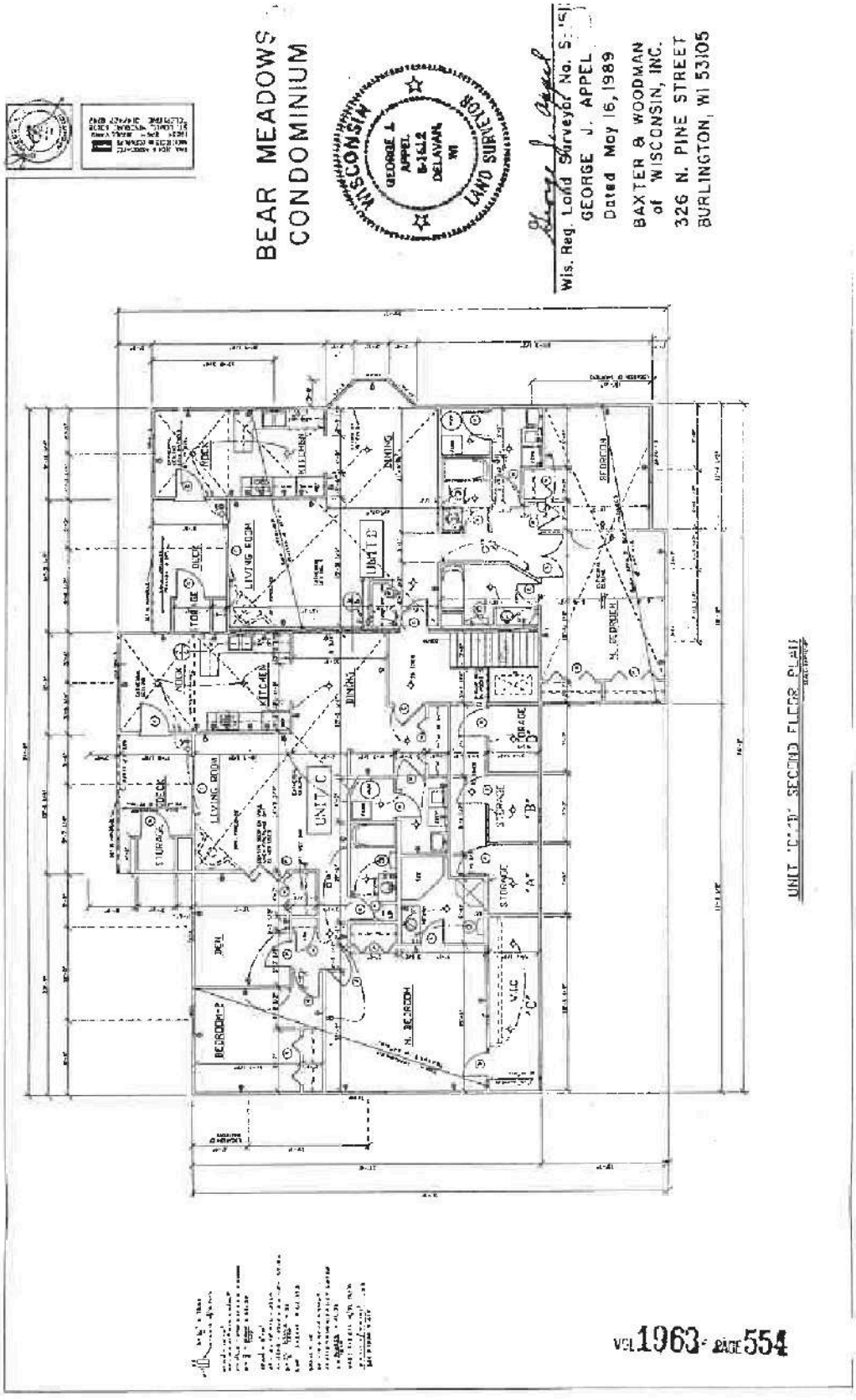
GEORGE J. APPEL, RLS-1612
MAY 16, 1989

WISCONSIN GEORGE J. APPEL S-1612 DELAVAN WI LAND SURVEYOR

SHEET 2 OF 2 SHEETS



Page 3 of Exhibit A to Declaration of Condominium



Page 4 of Exhibit A to Declaration of Condominium

EXHIBIT . TO DECLARATION OF CONDOMI M

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.

engineers & surveyors

EXHIBIT A
LEGAL DESCRIPTION OF BEAR MEADOWS CONDOMINIUM

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 344.69 feet to the point of beginning of the following described parcel; thence continue South 88°39'49" West along said south line, 156.12 feet; thence North 6°31'08" West, 195.00 feet; thence North 79°30'07" East, 152.00 feet; thence North 68°24'44" East, 124.80 feet; thence South 9°14'26" East, 120.29 feet; thence South 80°45'34" West, 129.18 feet; thence South 9°33'01" East, 125.99 feet to the point of beginning.

Containing 1.027 acres of land, more or less.

Subject to easements of record.

WISCONSIN
GEORGE J. APPEL
S-1612
DELAVAN, WI
LAND SURVEYOR

GEORGE J. APPEL S-1612
May 16, 1989
88098

From:
Pt 206-03-19-29-084-225
Pt. 206-03-19-29-084-227 (Ease)

New Parcels
206-03-19-29-084-251 thru 254
206-03-19-29-084-261 thru 264
206-03-19-29-084-271 thru 274

VOL 1963 PAGE 555

326 NORTH PINE STREET / BURLINGTON, WI 53105 / 414/763-7834

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT C
BEAR MEADOWS CONDOMINIUM
EXPANDABLE AREA

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Beginning at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 344.69 feet; thence North 9°33'01" West, 125.99 feet; thence North 80°45'34" East, 129.18 feet; thence North 9°14'26" West, 120.29 feet; thence North 68°24'44" East, 266.18 feet; thence South 1°35'15" East, 353.74 feet to the point of beginning.

Containing 2.060 acres of land, more or less.

Subject to easements of record.



GEORGE J. APPEL, RLS-1612
May 16, 1989
88098

VOL 1963 PAGE 556

326 NORTH PINE STREET / BURLINGTON, WI 53105 / 414/763-7834

EXHIBIT TO DECLARATION OF CONDOMI UM

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT D
BEAR MEADOWS CONDOMINIUM
LEGAL DESCRIPTION OF CRESTWOOD DRIVE, A 20 FOOT WIDE PRIVATE STREET

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 344.69 feet to the point of beginning of the following described private street; thence continue South 88°39'49" West along said south line, 20.21 feet; thence North 9°33'01" West, 206.20 feet; thence North 80°26'59" East, 20.00 feet; thence South 9°33'01" East, 209.08 feet to the point of beginning.



GEORGE J. APPEL, RLS-1612
May 16, 1989
88098

VOL 1963 PAGE 557

326 NORTH PINE STREET / BURLINGTON, WI 53105 / 414/763-7834

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT F
LEGAL DESCRIPTION OF A PUBLIC WATERMAIN EASEMENT

A 20 foot wide watermain easement across Lot 25 and a 17 foot wide watermain easement across Lot 27 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 325.70 feet to the point of beginning of the following described easement; thence continue South 88°39'49" West along said south line, 20.11 feet; thence North 7°13'54" West 10.62 feet; thence South 88°39'49" West 20.11 feet; thence North 7°13'54" West 204.36 feet; thence North 21°35'16" West 1.40 feet to the south line of Lot 27; thence North 79°30'07" East along said south line, 3.06 feet; thence North 21°35'16" West 155.14 feet to a point on a curve on the south line of Monica Avenue; thence Northeasterly along the arc of a curve to the left, 17.01 feet, having a radius of 304.73 feet, a central angle of 3°11'52" and whose long chord bears North 70°00'40" East 17.01 feet to the Northeast corner of Lot 27; thence South 21°35'16" East, 158.00 feet to the Southeast corner of Lot 27; thence South 7°13'54" East 188.84 feet; thence North 88°39'49" East 68.33 feet; thence South 1°20'11" East 20.00 feet; thence South 88°39'49" West 46.16 feet; thence South 7°13'54" East 10.62 feet to the point of beginning.

WISCONSIN GEORGE A APPEL S-1612 DELAVAN, WI LAND SURVEYOR

GEORGE A. APPEL, RLS-1612
May 16, 1989
88098

VOL 1963 PAGE 550

326 NORTH PINE STREET / BURLINGTON, WI 53105 / 414/763-7834

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT G
LEGAL DESCRIPTION OF A 10 FOOT WIDE PRIVATE SANITARY SEWER EASEMENT

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 345.81 feet to a point that is 155.00 feet North 88°39'49" East of the Southwest corner of said lot; thence North 7°13'54" West 28.29 feet to the point of beginning of the following described centerline; thence North 88°39'49" East 42.45 feet to the point of ending of said centerline.

WISCONSIN
GEORGE J. APPEL S-1612 DELAVAN, WI
LAND SURVEYOR

George J. Appel
GEORGE J. APPEL RLS-1612
May 16, 1989
88098

VOL 1963 PAGE 559

326 NORTH PINE STREET / BURLINGTON, WI 53105 / 414/763-7834

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT H
LEGAL DESCRIPTION OF A 10 FOOT WIDE PRIVATE STORM SEWER EASEMENT

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 312.11 feet to the point of beginning of the following described 10 foot wide easement; thence continue South 88°39'49" West along said south line, 10.00 feet; thence North 2°03'11" West 28.00 feet; thence South 88°39'49" West 59.30 feet; thence North 1°20'11" West 10.00 feet; thence North 88°39'49" East 162.00 feet; thence South 1°20'11" East 38.00 feet to the aforesaid south line; thence South 88°39'49" West along said south line, 10.00 feet; thence North 1°20'11" West 28.00 feet; thence South 88°39'49" West 70.31 feet; thence South 52°08'31" East 32.04 feet; thence South 37°51'29" West 10.00 feet to a point on the aforesaid south line; thence North 52°08'31" West 39.83 feet; thence South 2°03'11" East 25.17 feet to the point of beginning.

WISCONSIN
GEORGE J. APPEL
S-1612
DELAVAN, WI
LAND SURVEYOR

GEORGE J. APPEL, RLS-1612
May 16, 1989
88098

VOL 1963 PAGE 560

13 35

Register's Office
Racine County, Wis. } SS
Received for Record 10 th day of October A.D. 1990 at 8:13 o'clock A M. and recorded in Volume 2037 of Records on page 336-349

34-

Helen M. Schuttler
Register of Deeds

AMENDMENT NUMBER ONE TO DECLARATION OF CONDOMINIUM FOR BEAR MEADOWS CONDOMINIUM

This Amendment to Declaration of Condominium is made and entered into by BEAR LAND DEVELOPMENT COMPANY, a partnership, hereinafter referred to the "Declarant".

R E C I T A L S:

WHEREAS, on May 19, 1989, the Declarant caused to be executed the Declaration of Condominium for Bear Meadows Condominium; and

WHEREAS, the Declaration of Condominium for Bear Meadows Condominium was recorded on May 24, 1989, in Volume 1963 of Records at pages 542-560 inclusive, as Document No. 1283563, at the office of the Racine County Register of Deeds; and

WHEREAS, pursuant to the provisions of Section 13 of the Declaration of Condominium, the Declarant reserved the right to expand the condominium into and upon a certain area described in the Condominium Declaration and on the Condominium Plat, and has also reserved the right to change the design, location and number of buildings and units to be constructed on the expansion area on certain terms and conditions; and

WHEREAS, the undersigned Declarant desires to expand the condominium pursuant to the provisions of the Declaration of Condominium.

NOW, THEREFORE, Bear Land Development Company, a partnership, as holder of title to the real estate hereinafter described, and for the purposes hereinabove set forth and hereinbefore set forth in the Declaration of Condominium for Bear Meadows Condominium, hereby declares as follows:

1. A portion of the real estate described as "expandable area" in the original Declaration of Condominium for Bear Meadows Condominium and more particularly described on Exhibit A-1 attached hereto, is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin and is added to Bear Meadows Condominium and shall hereafter be part thereof.

2. Exhibit A attached hereto and made a part hereof consists of a copy of the Condominium Plat describing the design, location

Unit 4A 206-03-19-29-084-281
Unit 4B 206-03-19-29-084-282
Unit 4C 206-03-19-29-084-283

From part 206-03-19-29-084-225

1

VOL 2037 PAGE 336

and number of buildings and units constructed and to be constructed on the original condominium, the area to be added to the condominium and the expandable area.

A. Exhibit A-2 is the legal description of Bear Meadows Condominium Amendment Number One consisting of the original condominium area and the portion of the expandable area added thereto.

B. Exhibit A-3 is the legal description of the remaining expandable area of Bear Meadows Condominium.

C. Exhibit A-4 is the legal description of Dorothy Court, a 20-foot-wide private street to be constructed in Bear Meadows Condominium as shown on the plat of the Condominium.

D. Exhibit A-5 is the legal description of the public water main easement shown on the Plat of Amendment Number One to Bear Meadows Condominium.

E. Exhibit A-5 is the legal description of a 10-foot-wide private sanitary sewer easement shown on the Plat of Amendment Number One to Bear Meadows Condominium.

3. Condominium Units 4-A, 4-B, 4-C and 4-D shall be subject to the use, occupancy and other regulations and all benefits and obligations provided in the Declaration of Condominium and the Bylaws of Bear Meadows Condominium.

4. Except as set forth herein, all provisions of the Declaration of Condominium hereinbefore described are continued in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment Number One to Bear Meadows Condominium this 9th day of October, 1990.

BEAR LAND DEVELOPMENT COMPANY

By: _____
Kevin P. McKillip-Partner

By: _____
Guy D. Trecroci-Partner

By: _____
Stephen C. Mills-Partner

VOL 2037 PAGE 337

AUTHENTICATION

Signatures of Kevin P. McKillip, Guy D. Trecroci and Stephen C. Mills, Partners of Bear Land Development Company, authenticated this 9th day of October, 1990.

R. William Phenicie
MEMBER: State Bar of Wisconsin

This instrument was drafted by
R. William Phenicie
Lloyd, Phenicie, Lynch & Kelly, S.C.
P.O. Box B
Burlington, WI 53105

VOL 2037 PAGE 338

EXHIBIT A

BEAR MEADOWS CONDOMINIUM

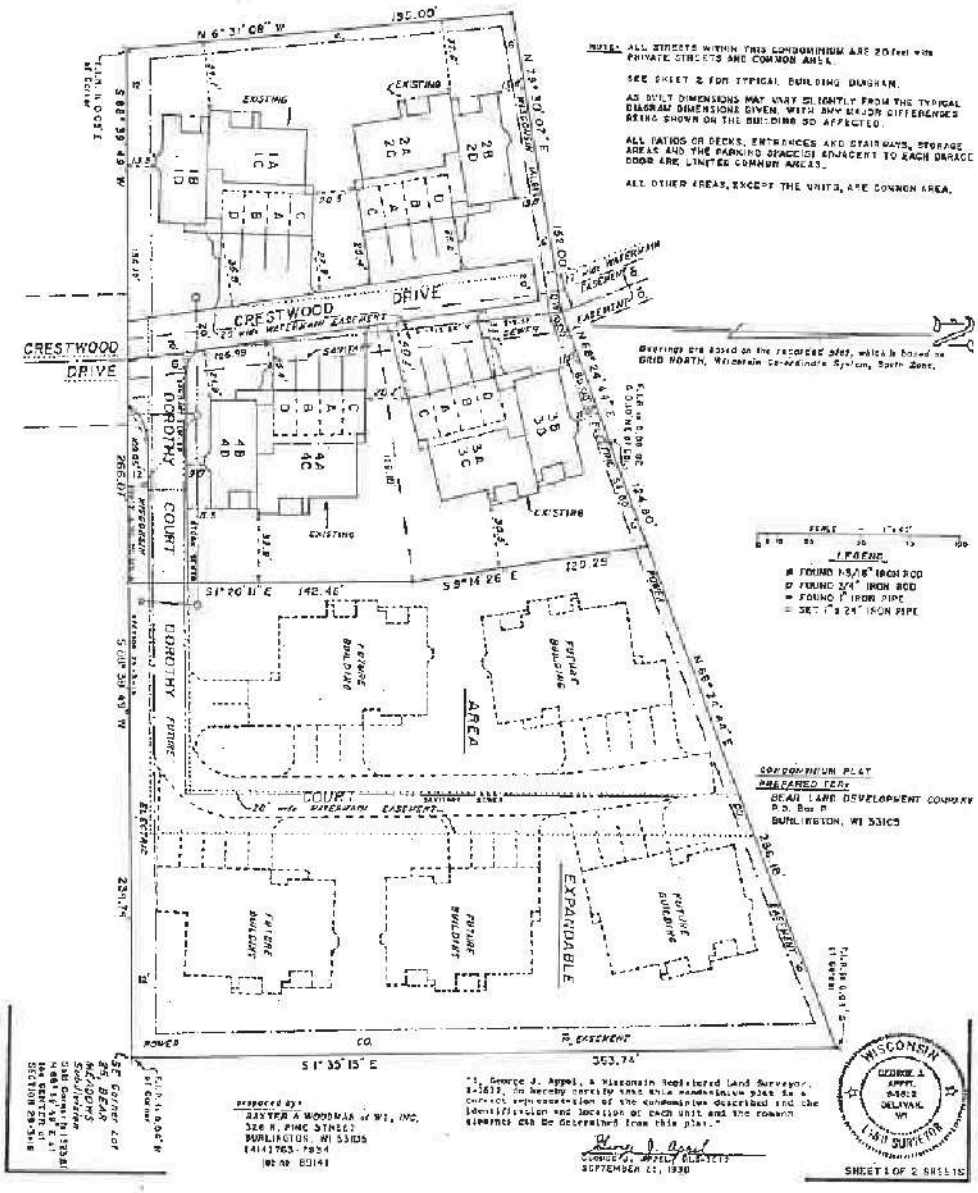
AMENDMENT NUMBER ONE

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 234.74 feet to the point of beginning of the following described parcel; thence continue South 88°39'49" west along said south line, 286.07 feet; thence North 6°31'08" West, 195.00 feet; thence North 79°30'07" East, 152.00 feet; thence North 68°24'44" East, 124.60 feet; thence South 9°14'26" East, 120.29 feet; thence South 1°20'11" East, 142.46 feet to the point of beginning.

Containing 1.393 acres of land, more or less.

Subject to easements of record.



I, George J. Appel, a Wisconsin Registered Land Surveyor, S-1613, do hereby certify that this condominium plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from this plat."

George J. Appel
GEORGE J. APPEL S-1613
SEPTEMBER 22, 1980

SE Corner of Lot 25 BEAR MEADOWS Subdivision

VOL 2037 PAGE 339

EXHIBIT A

BEAR MEADOWS CONDOMINIUM

AMENDMENT NUMBER ONE

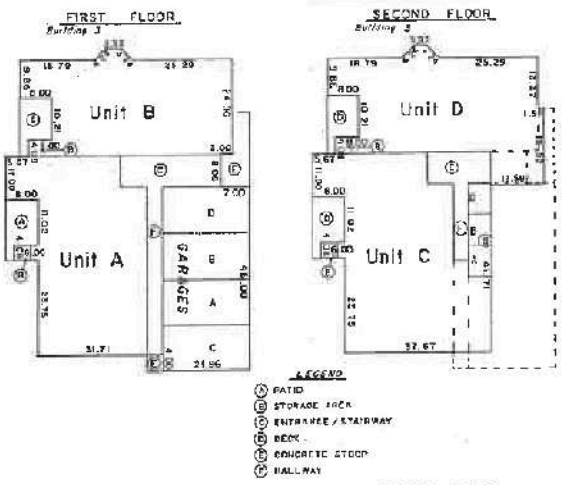
Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

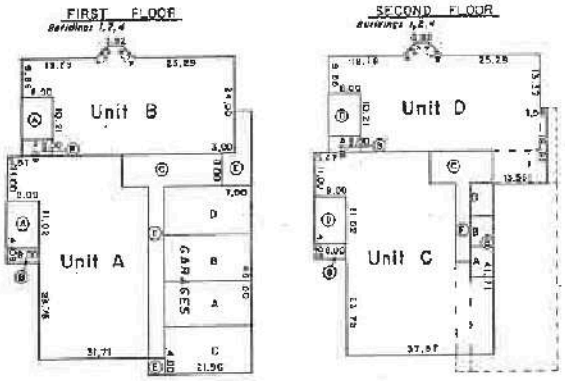
Commencing at the Southeast corner of said Lot 25, run thence South 88°39'45" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 234.74 feet to the point of beginning of the following described parcel; thence continue South 88°39'49" West along said south line, 266.07 feet; thence North 6°31'08" West, 195.40 feet; thence North 79°30'07" East, 152.00 feet; thence North 68°24'44" East, 124.80 feet; thence South 9°14'26" East, 120.20 feet; thence South 1°20'11" East, 142.46 feet to the point of beginning.

Containing 1.363 acres of land, more or less.

Subject to easements of record.

TYPICAL BUILDING DIAGRAMS





prepared by:
MARTIN B. FOOKMAN of WI, INC.
305 N. PINE STREET
BURLINGTON, WI 53105
(414) 763-1634
job no. 89141

I, George J. Appel, a Wisconsin Registered Land Surveyor, S-1512, do hereby certify that this condominium plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from this plat.

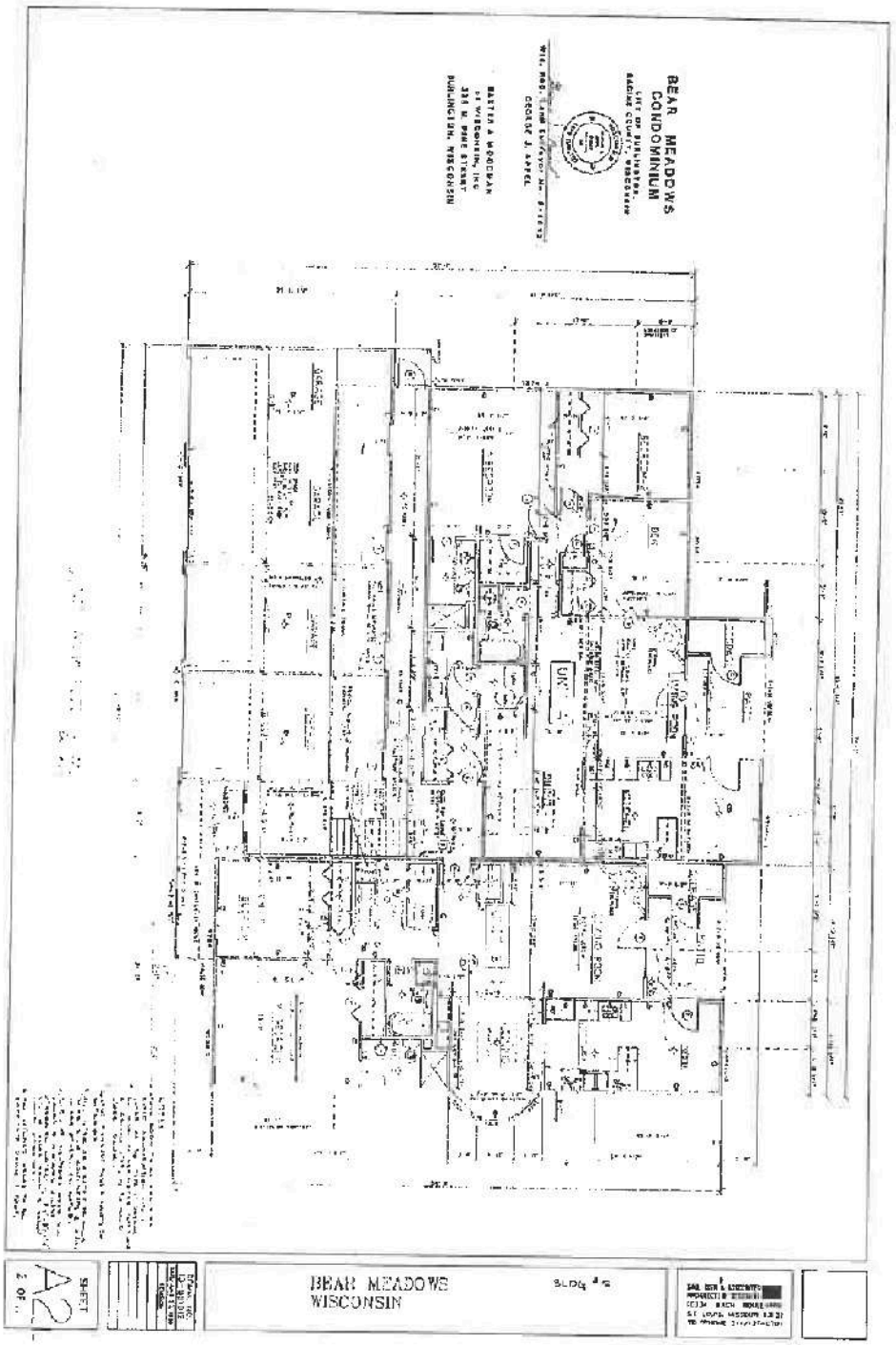
GEORGE J. APPEL, R.L.S. S-1512
SEPTEMBER 28, 1990

WISCONSIN
GEORGE J. APPEL
S-1512
BURLINGTON, WI
LAND SURVEYOR

SHEET 2 OF 2 SHEETS

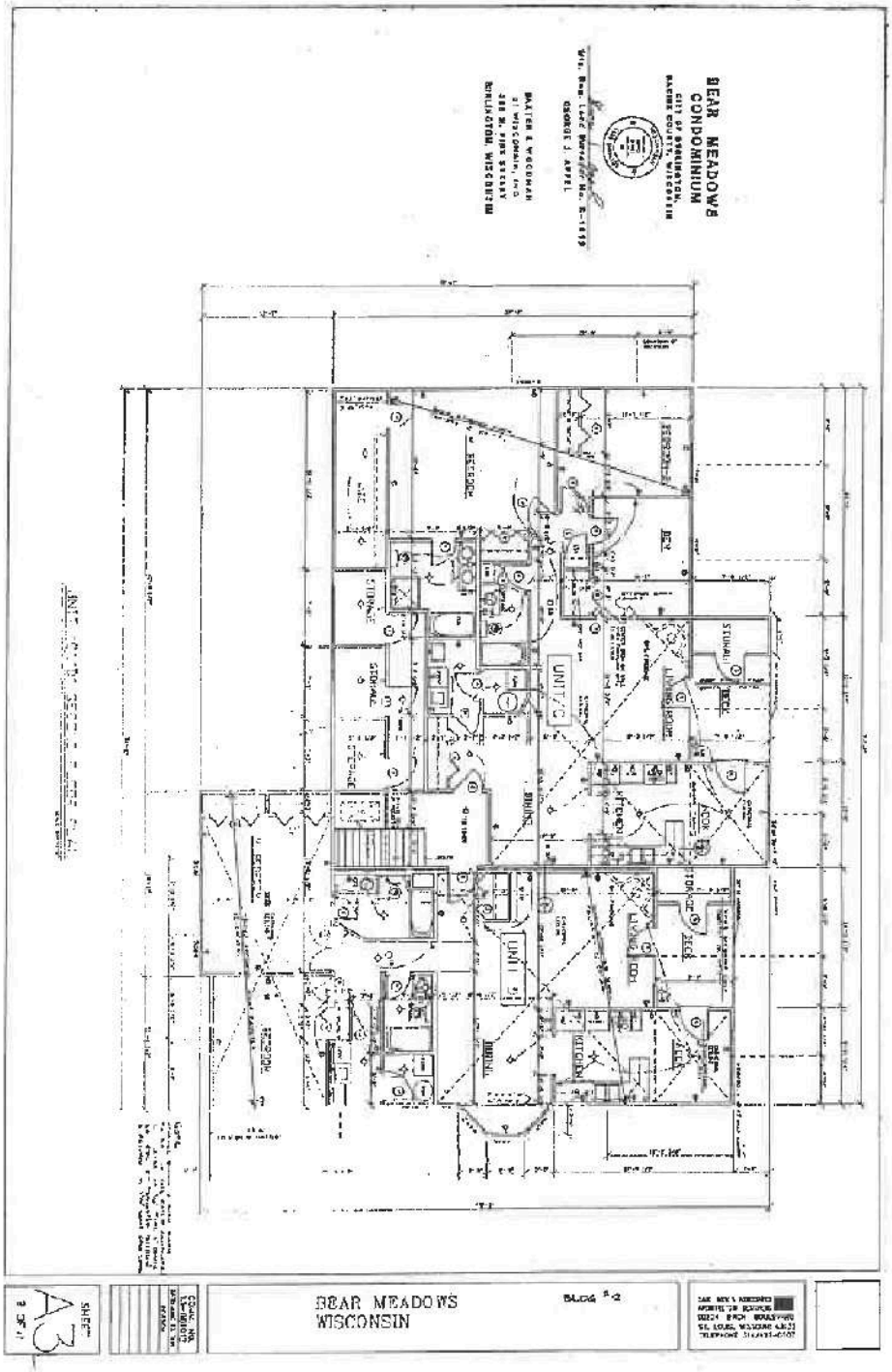
VOL 2037 PAGE 340

EXHIBIT A



VOL 2037 PAGE 341

EXHIBIT A



VOL 2037 PAGE 342

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

CERTIFICATE

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

GEORGE J. APPEL, being first duly sworn, on oath deposes and states as follows;

1. That he is duly licensed and registered land surveyor in the State of Wisconsin.
2. That he is employed by Baxter & Woodman of Wisconsin, Inc., which is located at 326 North Pine Street, Burlington, Wisconsin.
3. That the plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from the plat.

Executed in the presence of:

Curtis C. DeLay

Rillellon Clemence

George J. Appel
GEORGE J. APPEL
Registered Land Surveyor 1612
Dated September 28, 1990

SUBSCRIBED AND SWORN TO BEFORE me this 5th day of October

Beverly R. Lee
Notary Public

Racine
County, Wisconsin.

My Commission 5/16/93

VOL 2037 PAGE 343

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.

engineers & surveyors

EXHIBIT A-1
LEGAL DESCRIPTION OF LANDS BEING ADDED TO
BEAR MEADOWS CONDOMINIUM BY
AMENDMENT NO. ONE

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 234.74 feet to the point of beginning of the following described parcel; thence continue South 88°39'49" West along said south line 109.95 feet; thence North 9°33'01" West, 125.99 feet; thence North 80°45'34" East, 129.18 feet; thence South 1°20'11" East, 142.46 feet to the point of beginning.

Containing 0.366 acres of land, more or less

Subject to easements of record.

WISCONSIN
GEORGE J. APPEL
S-1612
DELAVAN, WI
LAND SURVEYOR

George J. Appel

GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 89141
September 28, 1990

VOL 2037 PAGE 344

326 NORTH PINE STREET / BURLINGTON, WI 53105 / 414/763-7834

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT A-2
LEGAL DESCRIPTION OF BEAR MEADOWS CONDOMINIUM
AMENDMENT NO. ONE

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 234.74 feet to the point of beginning of the following described parcel; thence continue South 88°39'49" West along said south line, 266.07 feet; thence North 6°31'08" West, 195.00 feet; thence North 79°30'07" East, 152.00 feet; thence North 68°24'44" East, 124.80 feet; thence South 9°14'26" East, 120.29 feet; thence South 1°20'11" East, 142.46 feet to the point of beginning.

Containing 1.393 acres of land, more or less.

Subject to easements of record.

WISCONSIN
GEORGE J. APPEL
S-1612
DELAVAN, WI
LAND SURVEYOR

GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 89141
September 28, 1990

VOL 2037 PAGE 345

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT A-3
BEAR MEADOWS CONDOMINIUM
AMENDMENT NO. ONE

EXPANDABLE AREA

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Beginning at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 234.74 feet; thence North 1°20'11" West, 142.46 feet; thence North 9°14'26" West, 120.29 feet; thence North 68°24'44" East, 266.18 feet; thence South 1°35'15" East, 353.74 feet to the point of beginning.

Containing 1.694 acres of land, more or less.

Subject to easements of record.

WISCONSIN
GEORGE J. APPEL
S-1612
DELAVAN, WI
LAND SURVEYOR

GEORGE J. APPEL RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 89141
September 28, 1990

VOL 2037 PAGE 346

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT A-4
BEAR MEADOWS CONDOMINIUM
AMENDMENT NO. ONE

LEGAL DESCRIPTION OF DOROTHY COURT, A 20 FOOT WIDE PRIVATE STREET

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 322.00 feet to the point of beginning of the following described private street; thence continue South 88°39'49" West along said south line, 22.69 feet; thence North 9°33'01" West, 38.93 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left, 14.20 feet, having a radius of 9.95 feet, a central angle of 81°47'10" and whose long chord bears South 50°26'36" East, 13.03 feet; thence North 88°39'49" East, 105.67 feet; thence South 1°20'11" East, 20.00 feet; thence South 88°39'49" West, 67.26 feet to a point of curvature; thence Southwesterly along the arc of a curve to the left, 23.18 feet, having a radius of 25.00 feet, a central angle of 53°07'48" and whose long chord bears South 62°05'55" West, 22.36 feet to the point of beginning.

WISCONSIN
GEORGE J. APPEL
S-1612
DELAVAN, WI
LAND SURVEYOR

GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
September 28, 1990

VOL 2037 PAGE 347

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.

engineers & surveyors

EXHIBIT A-6
BEAR MEADOWS CONDOMINIUM
AMENDMENT NO. ONE

LEGAL DESCRIPTION OF A 10 FOOT WIDE PRIVATE SANITARY SEWER EASEMENT

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 345.81 feet to a point that is 155.00 feet North 88°39'49" East of the Southwest corner of said lot; thence North 7°13'54" West 28.29 feet; thence North 88°39'49" East 42.45 feet to the point of beginning of the following described centerline; thence continue North 88°39'49" East, 176.36 feet; thence North 0°38'30" West, 253.22 feet to the point of ending of said centerline.

WISCONSIN
GEORGE J. APPEL
S-1612
DELAVAN, WI
LAND SURVEYOR

GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
September 28, 1990

VOL 2037 PAGE 349

326 NORTH PINE STREET / BURLINGTON, WI 53105 / 414/763-7834

1342910

B168

egister's Office } SS
acine County, Wis.
d for Record 25th day of
June A.D. 1991 at 8:45
'clock A. M. and recorded in Volume 2076
f Records on page 803-814

Helen M. Schuttler
Register of Deeds

3.50

AMENDMENT NUMBER TWO
TO
DECLARATION OF CONDOMINIUM
FOR
BEAR MEADOWS CONDOMINIUM

This Amendment to Declaration of Condominium is made and entered into by BEAR LAND DEVELOPMENT COMPANY, a partnership, hereinafter referred to as the "Declarant".

R E C I T A L S:

WHEREAS, on May 19, 1989, the Declarant caused to be executed the Declaration of Condominium for Bear Meadows Condominium; and

WHEREAS, the Declaration of Condominium for Bear Meadows Condominium was recorded on May 24, 1989, in Volume 1963 of Records at pages 542-560 inclusive, as Document No. 1283563, at the office of the Racine County Register of Deeds; and

WHEREAS, on October 9, 1990, the Declarant caused to be executed Amendment Number One to Declaration of Condominium for Bear Meadows Condominiums; and

WHEREAS, Amendment Number One to Declaration of Condominium for Bear Meadows Condominium was recorded on October 9, 1990, in Volume 2037 of Records at pages 336-349 inclusive, as Document No. 1232596, at the office of the Racine County Register of Deeds.

WHEREAS, pursuant to the provisions of Section 13 of the Declaration of Condominium, the Declarant reserved the right to expand the condominium into and upon a certain area described in the Condominium Declaration and on the Condominium Plat, and has also reserved the right to change the design, location and number of buildings and units to be constructed on the expansion area on certain terms and conditions; and

WHEREAS, the undersigned Declarant desires to expand the condominium pursuant to the provisions of the Declaration of Condominium.

NOW, THEREFORE, Bear Land Development Company, a partnership, as holder of title to the real estate hereinafter described, and for the purposes hereinabove set forth and hereinbefore set forth in the Declaration of Condominium for Bear Meadows Condominium, hereby declares as follows:

1. A portion of the real estate described as "expandable area" in the original Declaration of Condominium for Bear Meadows Condominium (and consisting of all of the real estate described as "expandable area" in Amendment Number One of Declaration of Condominium for Bear Meadows Condominium) and more particularly described

VOL 2076 PAGE 803

on Exhibit A-1 attached hereto, is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin and is added to Bear Meadows Condominium and shall hereafter be part thereof.

2. Exhibit A attached hereto and made a part hereof consists of a copy of the Condominium Plat describing the designs, location and number of buildings and units constructed and to be constructed on the original condominium, the area previously added to the condominium by Amendment Number One, and the area added to the condominium by the terms of this Amendment Number Two.

A. Exhibit A-2 is the legal description of Bear Meadows Condominium Amendment Number Two consisting of the original condominium area and the expandable area added thereto.

B. Exhibit A-3 confirms that there is no remaining expandable area of Bear Meadows Condominium.

C. Exhibit A-4 is the legal description for the extension of Dorothy Court, a 20-foot-wide private street to be constructed in Bear Meadows Condominium as shown on the plat of the Condominium.

D. Exhibit A-5 is the combined legal description of Dorothy Court, a 20-foot-wide private street constructed and to be constructed in Bear Meadows Condominium as shown on the Plat of the Condominium.

3. Condominium Units A, B, C and D in Buildings 5, 6, 7, 8 and 9 shall be subject to the use, occupancy and other regulations and all benefits and obligations provided in the Declaration of Condominium, Amendment Number One to Declaration of Condominium and the Bylaws of Bear Meadows Condominium.

4. Except as set forth herein, all provisions of the Declaration of Condominium hereinbefore described and as previously amended are continued in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment Number One to Bear Meadows Condominium this 22nd day of June, 1991.

BEAR LAND DEVELOPMENT COMPANY

By: _____
Kevin P. McKillip-Partner

By: _____
Guy D. Trecroci-Partner

By: _____
Stephen C. Mills-Partner

VOL 2076 PAGE 804

AUTHENTICATION

Signatures of Kevin P. McKillip, Guy D. Trecroci and Stephen C. Mills, Partners of Bear Land Development Company, authenticated this 22nd day of June, 1991.

R. William Phenicie
MEMBER: State Bar of Wisconsin

This instrument was drafted by
R. William Phenicie
Lloyd, Phenicie, Lynch & Kelly, S.C.
P.O. Box B
Burlington, WI 53105

Unit 5A 206-03-19-29-084-291
Unit 5B 206-03-19-29-084-292
Unit 5C 206-03-19-29-084-293
Unit 5D 206-03-19-29-084-294

Unit 6A 206-03-19-29-084-301
Unit 6B 206-03-19-29-084-302
Unit 6C 206-03-19-29-084-303
Unit 6D 206-03-19-29-084-304

Unit 7A 206-03-19-29-084-311
Unit 7B 206-03-19-29-084-312
Unit 7C 206-03-19-29-084-313
Unit 7D 206-03-19-29-084-314

Unit 8A 206-03-19-29-084-321
Unit 8B 206-03-19-29-084-322
Unit 8C 206-03-19-29-084-323
Unit 8D 206-03-19-29-084-324

Unit 9A 206-03-19-29-084-331
Unit 9B 206-03-19-29-084-332
Unit 9C 206-03-19-29-084-333
Unit 9D 206-03-19-29-084-334

FROM: Part 206-03-19-29-084-225

VOL 2076 PAGE 805

BEAR MEADOWS CONDOMINIUM

AMENDMENT NUMBER TWO

Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin.

Containing 3.887 acres of land, more or less.

Subject to easements of record.

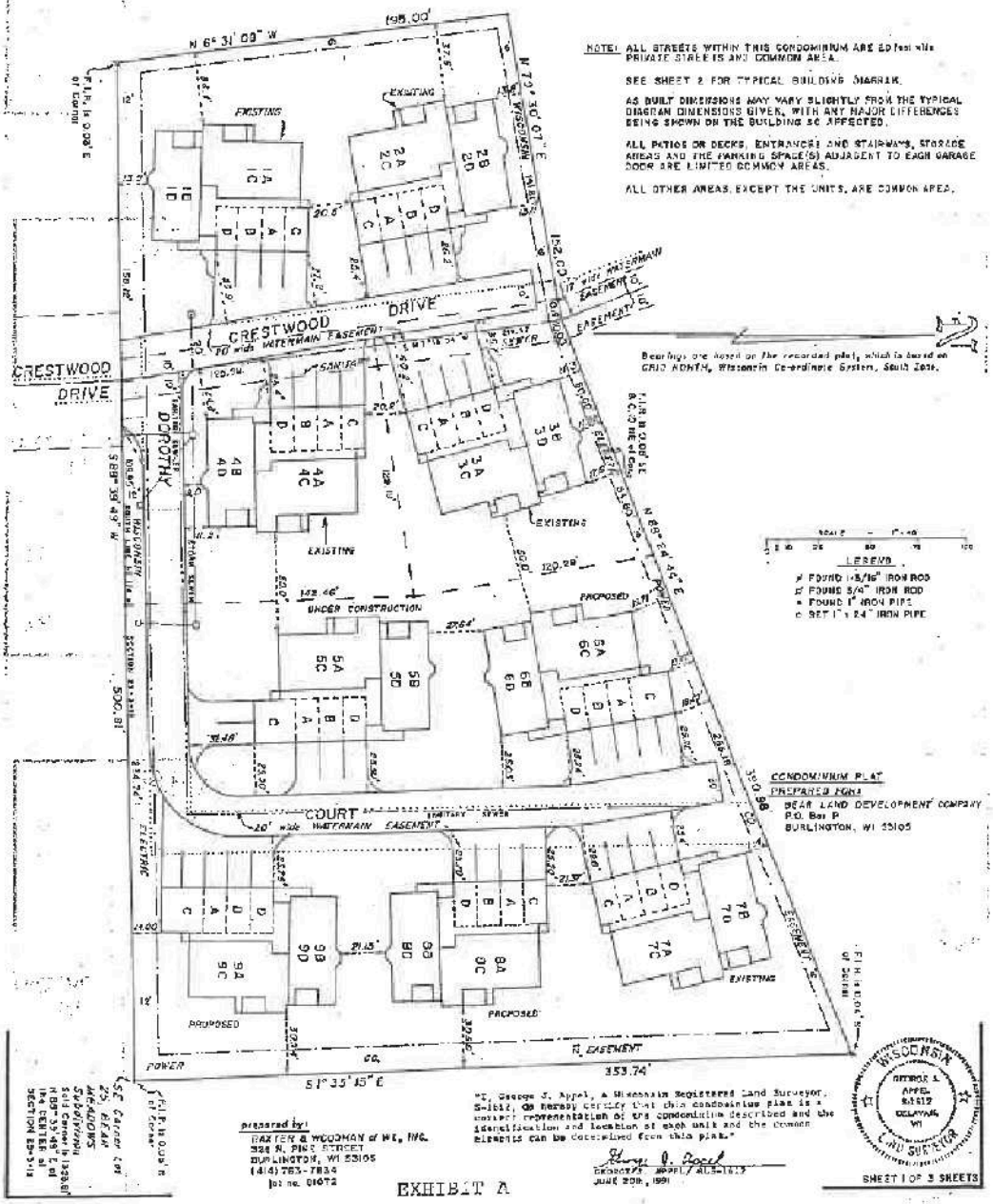


EXHIBIT A

VOL 2076 PAGE 806

BEAR MEADOWS CONDOMINIUM

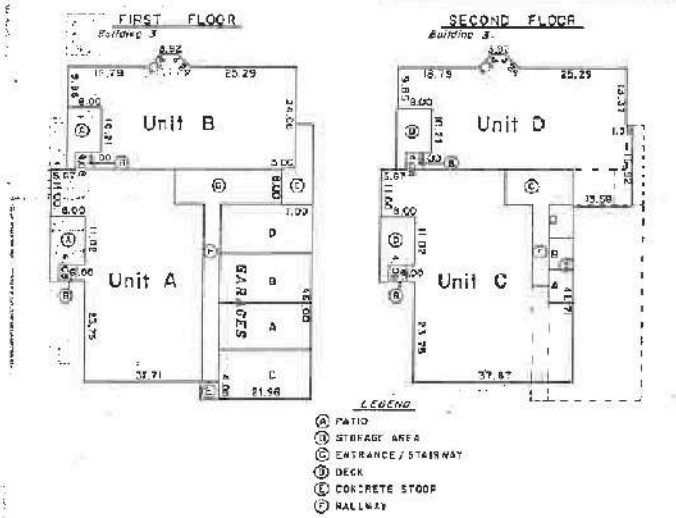
AMENDMENT NUMBER TWO

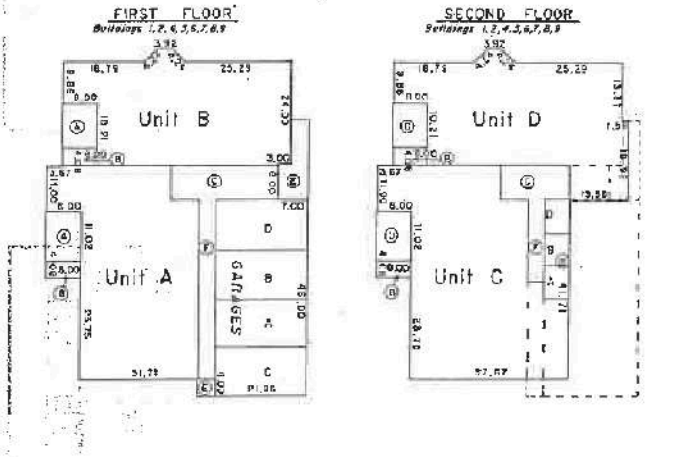
Lot 25 of Bear Meadows, A subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin.

Containing 3.087 acres of land, more or less.

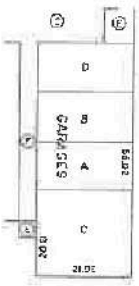
Subject to easements of record.

TYPICAL BUILDING DIAGRAMS





ALTERNATE
BUILDINGS 5,8,9



prepared by:
BAYER & WOODHALL of WI, INC.
331 N. PINE STREET
BURLINGTON, WI 53105
(414) 763-7834
Job no. 3867z

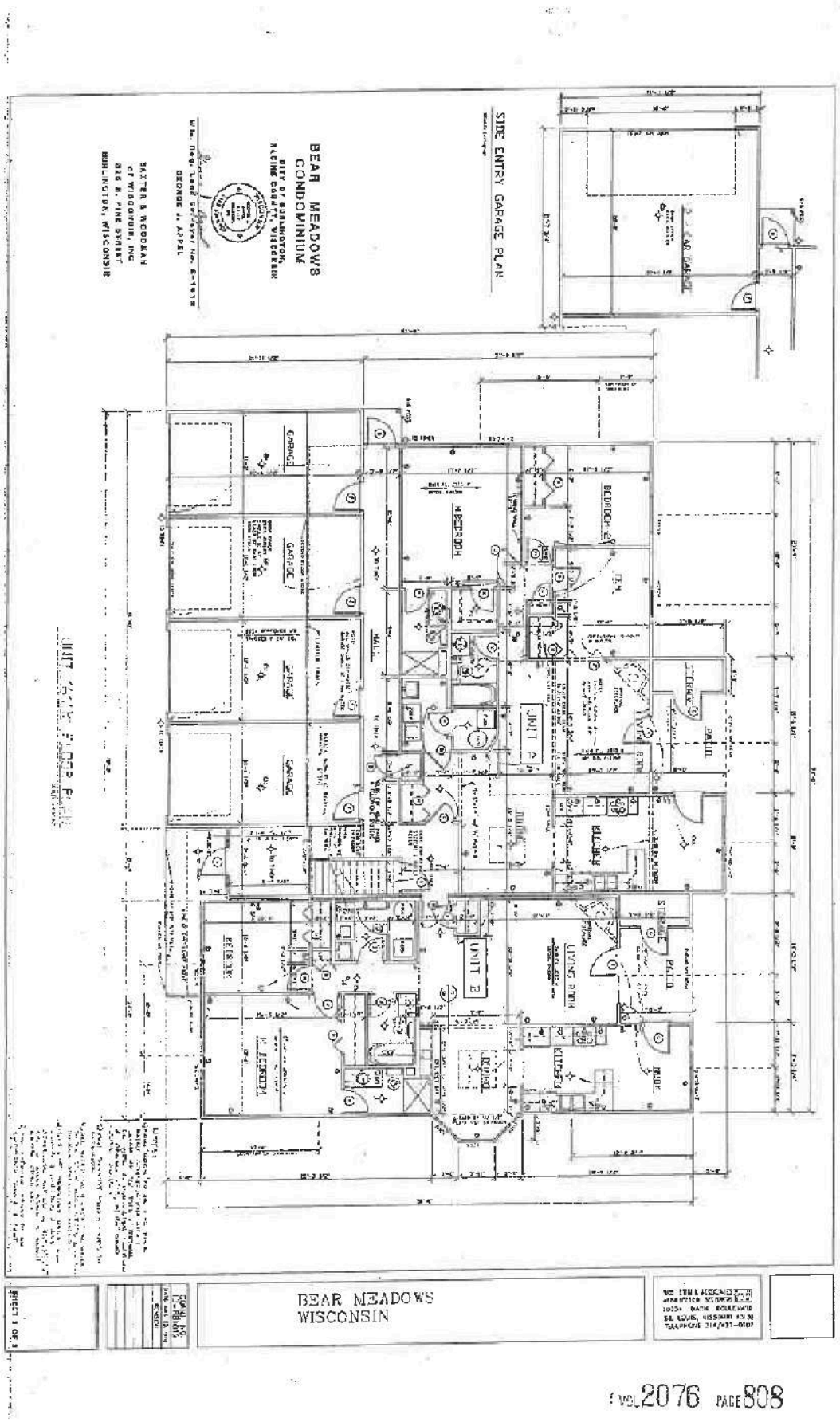
"I, George J. Appel, a Wisconsin Registered Land Surveyor, S-1612, do hereby certify that this condominium plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from this plat."

GEORGE J. APPEL, S-1612
JUNE 26TH, 1981

WISCONSIN GEORGE J. APPEL S-1612 DELAVAN, WI LAND SURVEYOR

SHEET 2 OF 3 SHEETS

VOL 2076 PAGE 807



VOL 2076 PAGE 808

Baxter & Woodman
of Wisconsin
formerly Robers & Boyd, Inc.

CERTIFICATE

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

GEORGE J. APPEL, being first duly sworn, on oath deposes and states as follows:

1. That he is duly licensed and registered land surveyor in the State of Wisconsin.
2. That he is employed by Baxter & Woodman of Wisconsin, which is located at 326 North Pine Street, Burlington, Wisconsin.
3. That the plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from the plat.

Executed in the presence of:

Racine County

R William Reinwand

GEORGE J. APPEL
Registered Land Surveyor 1612
91072
Dated June 20, 1991

SUBSCRIBED AND SWORN TO BEFORE me this 26 day of June

Shirley J. Sanderson
Notary Public

Racine
County, Wisconsin.

My Commission 10 30 94

VOL 2076 PAGE 809

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.

EXHIBIT A-1
LEGAL DESCRIPTION OF LANDS BEING ADDED TO
BEAR MEADOWS CONDOMINIUM BY
AMENDMENT NO. TWO

BM3

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Beginning at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 234.74 feet; thence North 1°20'11" West, 142.46 feet; thence North 9°14'26" West, 120.29 feet; thence North 68°24'44" East, 266.18 feet; thence South 1°35'15" East, 353.74 feet to the point of beginning.

Containing 1.694 acres of land, more or less.

Subject to easements of record.

WISCONSIN GEORGE J APPEL S-1612 DELAVAN, WI LAND SURVEYOR

GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 91072
Dated June 20, 1991

Rec 2076 PAGE 810

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.

EXHIBIT A-2
LEGAL DESCRIPTION OF BEAR MEADOWS CONDOMINIUM
AMENDMENT NO. TWO

Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin.

Containing 3.087 acres of land, more or less.

Subject to easements of record.



GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 91072
Dated June 20, 1991

VOL 2076 PAGE 811

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.

EXHIBIT A-3
BEAR MEADOWS CONDOMINIUM
AMENDMENT NO. TWO

EXPANDABLE AREA

There is no remaining expandable area.

WISCONSIN GEORGE J. APPEL S-1612 DELAVAN, WI LAND SURVEYOR

GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc:
Job No. 91072
Date June 20, 1991

VOL 2076 PAGE 812

326 NORTH PINE STREET / BURLINGTON, WI 53105 / 414/763-7834

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.

EXHIBIT A-4
BEAR MEADOWS CONDOMINIUM
AMENDMENT NO. TWO

LEGAL DESCRIPTION FOR THE EXTENSION OF DOROTHY COURT, A 20 FOOT WIDE PRIVATE STREET

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 234.74 feet; thence North 1°20'11" West, 10.00 feet to the point of beginning of the following described private street; thence continue North 1°20'11" West, 20.00 feet; thence North 88°39'49" East, 70.66 feet to a point of curvature; thence Northeasterly along the arc of a curve to the left, 40.06 feet, having a radius of 25.50 feet, a central angle of 90°00'00" and whose long chord bears North 43°39'49" East, 36.06 feet; thence North 1°20'11" West, 152.35 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, 25.94 feet, having a radius of 188.00 feet, a central angle of 7°54'15" and whose long chord bears North 5°17'18.5" West, 25.91 feet; thence North 9°14'26" West, 56.55 feet; thence North 80°45'34" East, 20.00 feet; thence South 9°14'26" East, 56.55 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right, 28.69 feet, having a radius of 208.00 feet, a central angle of 7°54'15" and whose long chord bears South 5°17'18.5" East, 28.67 feet; thence South 1°20'11" East, 152.35 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right, 71.47 feet, having a radius of 45.50 feet, a central angle of 90°00'00" and whose long chord bears South 43°39'49" West, 64.35 feet; thence South 88°39'49" West, 70.66 feet the point of beginning.



GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 91072
Dated June 20, 1991

VOL 2076 PAGE 813

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.

EXHIBIT A-5
BEAR MEADOWS CONDOMINIUM
AMENDMENT NO. ONE AND TWO

COMBINED LEGAL DESCRIPTION OF DOROTHY COURT,
A 20 FOOT WIDE PRIVATE STREET

Part of Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of said Lot 25, run thence South 88°39'49" West along the south line of said lot and the south line of the Northeast 1/4 of said section, 322.00 feet to the point of beginning of the following described private street; thence continue South 88°39'49" West along said south line, 22.69 feet; thence North 9°33'01" West, 38.93 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left, 14.20 feet, having a radius of 9.95 feet, a central angle of 81°47'10" and whose long chord bears South 50°26'36" East, 13.03 feet; thence North 88°39'49" East, 176.33 feet to a point of curvature; thence Northeasterly along the arc of a curve to the left, 40.06 feet, having a radius of 25.50 feet, a central angle of 90°00'00" and whose long chord bears North 43°39'49" East, 36.06 feet; thence North 1°20'11" West, 152.35 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, 25.94 feet, having a radius of 188.00 feet, a central angle of 7°54'15" and whose long chord bears North 5°17'18.5" West, 25.91 feet; thence North 9°14'26" West, 56.55 feet; thence North 80°45'34" East, 20.00 feet; thence South 9°14'26" East, 56.55 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right, 28.69 feet, having a radius of 208.00 feet, a central angle of 7°54'15" and whose long chord bears South 5°17'18.5" East, 28.67 feet; thence South 1°20'11" East, 152.35 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right, 71.47 feet, having a radius of 45.50 feet, a central angle of 90°00'00" and whose long chord bears South 43°39'49" West, 64.35 feet; thence South 88°39'49" West, 137.92 feet to a point of curvature; thence Southwesterly along the arc of a curve to the left, 23.18 feet, having a radius of 25.00 feet, a central angle of 53°07'48" and whose long chord bears South 62°05'55" West, 22.36 feet to the point of beginning.



GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 91072
Dated June 20, 1991

204 NORTH PINE STREET / BURLINGTON, WI 53105 / 414/763-7834

Document No.

AMENDMENT NUMBER THREE TO DECLARATION OF CONDOMINIUM FOR BEAR MEADOWS CONDOMINIUM

Return to:

Peter Turke
Turke & Strauss LLP
613 Williamson Street, Suite 201
Madison, WI 53703

See Below
Parcel Numbers

AMENDMENT NUMBER THREE TO DECLARATION OF CONDOMINIUM FOR BEAR MEADOWS CONDOMINIUM

THIS AMENDMENT NUMBER THREE TO DECLARATION OF CONDOMINIUM (this "Third Amendment") is executed as of this 22 day of May, 2022, by and on behalf of the unit owners of Bear Meadows Condominium (the "Unit Owners"), as duly acknowledged by the Bear Meadows Condominium Association, Inc. (the "Association").

RECITALS:

A. A Declaration of Condominium for Bear Meadows Condominium (the "Original Declaration") was recorded with the Racine County Register of Deeds on May 24, 1989, in Volume 1963 of Records at pages 542-560, as Document No. 1283563. The Original Declaration was amended by an Amendment Number One to the Declaration of Condominium, recorded with the Racine County Register of Deeds on October 10, 1990, in Volume 2037 of Records at pages 336-349, as Document No. 1322596. The Original Declaration was further amended by an Amendment Number Two to the Declaration of Condominium, recorded with the Racine County Register of Deeds on June 25, 1991, in Volume 2076 of Records at pages 803-814, as Document No. 1342940. The Declaration, as modified by Amendment Number One to

Declaration of Condominium and Amendment Number Two to the Declaration of Condominium, is hereinafter collectively referred to herein as the "Declaration", and subjected certain property, described in Exhibit A attached hereto, to the Condominium Ownership Act. Bear Meadows Condominium is referred to herein as the "Condominium."

B. The Declaration created the following Units within the Condominium (the Units").

_____ Address: 933 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-251)

_____ Address: 935 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-252)

_____ Address: 937 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-253)

_____ Address: 939 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-254)

_____ Address: 941 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-261)

_____ Address: 943 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-262)

_____ Address: 945 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-263)

_____ Address: 947 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-264)

_____ Address: 940 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-271)

_____ Address: 942 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-272)

_____ Address: 944 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-273)

_____ Address: 946 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-274)

_____ Address: 932 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-281)

_____ Address: 934 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-282)

_____ Address: 936 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-283)

Unit 4D _____ Address: 938 Crestwood Drive
(Tax Parcel No. 206-03-19-29-084-284)

Unit 5A _____ Address: 949 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-291)

Unit 5B _____ Address: 951 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-292)

Unit 5C _____ Address: 953 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-293)

Unit 5D _____ Address: 955 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-294)

Unit 6A _____ Address: 957 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-301)

Unit 6B _____ Address: 959 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-302)

Unit 6C _____ Address: 961 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-303)

Unit 6D _____ Address: 963 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-304)

Unit 7A _____ Address: 964 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-311)

Unit 7B _____ Address: 966 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-312)

Unit 7C _____ Address: 968 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-313)

Unit 7D _____ Address: 970 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-314)

Unit 8A _____ Address: 956 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-321)

Unit 8B _____ Address: 958 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-322)

Unit 8C _____ Address: 960 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-323)

Unit 8D _____ Address: 962 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-324)

Unit 9A _____ Address: 948 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-331)

Unit 9B _____ Address: 950 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-332)

Unit 9C _____ Address: 952 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-333)

Unit 9D _____ Address: 954 Dorothy Court
(Tax Parcel No. 206-03-19-29-084-334)

C. The Unit Owners desire to amend the Declaration to clarify certain ownership, roles and responsibilities of the Unit Owners and the Association.

NOW, THEREFORE, the Unit Owners amend the Declaration as follows:

1. Notwithstanding anything to the contrary in Section 4E of the Declaration, smoke detectors and carbon monoxide detectors shall be deemed to be common elements if they are: (a) wired to electrical components in the common elements or (b) located in halls or other common elements of the Condominium. Smoke detectors and carbon monoxide detectors that are located within a Unit and not connected to the common elements, shall be deemed to be part of such Unit. A Unit Owner shall maintain (and, if applicable, change batteries in) smoke detectors and carbon monoxide detectors that are deemed to be part of such Unit Owner's Unit. The Association shall maintain (and, if applicable, change batteries in) smoke detectors and carbon monoxide detectors that are deemed to be common elements.

2. The last sentence of Section 5B is hereby deleted and replaced with the following:

"A Unit Owner shall not paint or otherwise decorate or adorn or change the appearance of any common element, deck, balcony, patio, or driveway, but a Unit Owner may fence, screen and/or enclose a patio or balcony provided such Unit Owner obtains the prior approval of the Association Board of Directors. The installation, repair and maintenance of same shall be at the expense of such Unit Owner. Failure to repair and maintain same in a safe and attractive manner shall be grounds for the Association Board of Directors, at its option, to remove or repair same and assess the cost of same to such Unit Owner."

3. Section 7A is hereby deleted and replaced with the following:

"Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association Board of Directors prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include: (1) persons related by birth, marriage, or legal adoption, (2) a person and his or her foster children, or (3) two unrelated adults and the minor children of each) plus no more than one unrelated person plus up to one personal attendant who provides personal care, housekeeping, meal preparation, laundry, or companionship services for family members who, because of advanced age or physical or mental disability, need assistance with activities of daily living. No business, whether or not for profit, including, without limitation, any day care facilities, animal boarding business, product distributorship, manufacturing facility, or sales office may be conducted from any Unit, except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations, and orders, other business may be conducted in or from Units provided that no office or store is maintained within a Unit at

which clients or customers regularly call."

4. Section 7B is hereby deleted and replaced with the following:

"Each Unit or any part thereof may be rented by written lease, provided that: (a) the term of any such lease shall not be less than six (6) months; (b) the lease prohibits holdover tenants and unwritten tenancies; (c) the lease contains a statement obligating all tenants to abide by the Declaration, the Bylaws of the Association (the "Bylaws"), and all rules and regulations of the Association (the "Rules and Regulations") and providing that the lease is subject and subordinate to the same; (d) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Bylaws, and all Rules and Regulations of the Association shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Bylaws, and the Rules and Regulations of the Association, the right to evict the tenant or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and (e) a true and complete copy of the lease shall be provided to the Association at least twenty (20) days prior to execution so that the Association can confirm that the lease meets the requirements of this section. During the term of lease of all or any part of a Unit, each Unit Owner shall remain liable for the compliance of the Unit, such Unit Owner, and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit."

5. Section 8 is hereby deleted and replaced with the following:

"Section 8. Service of Process. Service of process on the Association shall be made upon the registered agent of the Association, Turke & Strauss LLP at 613 Williamson Street, Suite 201, Madison, WI 53703 or such registered agent which may be designated by the Association Board of Directors."

6. The affirmative vote of seventy-five percent (75%) of all the Unit Owners and seventy-five percent (75%) of all mortgagees of Units in the condominium required to amend the Declaration (as provided in Section 12A of the Declaration) is hereby amended to be the affirmative vote of sixty-seven percent (67%) of all the Unit Owners and sixty-seven percent (67%) of all mortgagees of Units in the condominium.

7. Section 13 is hereby deleted and replaced with the following:

"Section 13. Repair and Reconstruction after Damage.

A. If all or any part of the Condominium is damaged or destroyed by any cause, the damaged portion of the Condominium shall be repaired or reconstructed by the Association, except as herein specifically provided otherwise.

(1) Damage Less Than $10,000.

If the cost to repair or reconstruct the damaged portion of the Condominium is less than Ten Thousand Dollars ($10,000), the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated dollar amount.

(2) Damage Equal to or Greater Than $10,000; Insurance Available.

If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than Ten Thousand Dollars ($10,000), and the insurance proceeds plus Ten Thousand Dollars ($10,000) are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus Ten Thousand Dollars ($10,000).

(3) Damage Equal to or Greater Than $10,000; Insurance Not Available.

If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than Ten Thousand Dollars ($10,000), and insurance proceeds plus Ten Thousand Dollars ($10,000) are insufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 13A(3) shall be deemed to be consent to subject the Condominium to an action for partition.

B. If the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition as provided in Section 13A(3), the Association shall record with the office of the Register of Deeds for Racine County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one fund and shall be divided among the Unit Owners according to the percentage interest in the common elements that is appurtenant to each Unit.

C. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a special assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's percentage interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

D. All insurance proceeds, condemnation awards, and special assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first funds disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests.

E. No approval, consent, or authorization given by any Unit Owner under this Section 13 shall be effective unless it is consented to by the mortgagee (if any) holding a lien against the Unit."

8. Section 14 is hereby deleted and replaced with the following:

"Section 14. Eminent Domain.

A. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(1) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

(2) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 14B below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(3) If part of the Common Elements is taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 14B, below, the award for the partial taking of the common elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective percentage interests.

(4) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the common elements shall be allocated to all Unit Owners in proportion to their percentage interests.

B. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

C. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

D. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association, which shall immediately obtain reliable and detailed estimates of the cost to rebuild.

E. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, special assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such special assessments shall be in proportion to each Unit Owner's respective percentage interest and shall constitute a common expense.

F. It shall be presumed that the first funds disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests.

G. Following the taking of all or any part of any Unit, the percentage interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units.

H. If, pursuant to Section 14B, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Racine County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective percentage interests."

9. The following Section 15 is hereby added to the Declaration:

"Section 15. Remedies.

A. The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple Owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Burlington or the County of ___Racine to enforce any zoning codes,

ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association. If the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (a) the date of the Association's denial of such petition, or (b) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

B. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, second, to the Owners of the Units damaged by the violation pro rata. Furthermore, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a special assessment. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder (a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations."

10. The following Section 16 is hereby added to the Declaration:

"Section 16. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, the Bylaws, and the Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations."

11. Except as set forth in this Third Amendment, the terms of the Declaration shall remain unchanged. Any conflicts between the terms set forth in this Third Amendment and the Declaration shall be resolved in favor of this Third Amendment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

Executed in Burlington, Wisconsin as of the date and year first above written.

ASSOCIATION ACKNOWLEDGMENT OF AMENDMENT TO DECLARATION

James Harris, President of the Bear Meadows Condominium Association, Inc., hereby states and certifies the truth of the following:

1. That any amendment to the Bear Meadows Condominium Declaration of Condominium requires the written consent of Unit Owners owning at least seventy-five percent (75%) of the Units in the Condominium and seventy-five percent (75%) of all mortgagees of Units in the Condominium.

2. That the Association has received the required number of written consents from the Unit Owners and their respective mortgagees.

3. That the Association submits this Amendment Number Three to Declaration of Condominium to the Racine County Register of Deeds for recording.

Bear Meadows Condominium Association, Inc.

By: _____
James Harris, President

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, the above named James Harris, who acknowledged himself or herself to be the President of the Bear Meadows Condominium Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This document drafted by
and should be returned to:

Peter Turke
Turke & Strauss LLP
613 Williamson Street, Suite 201
Madison, WI 53703

EXHIBIT A

Legal Description of Bear Meadows Condominium

Lot 25 of Bear Meadows, a subdivision of record, located in the Southwest ¼ of the Northeast ¼ of Section 29, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin.

Containing 3.087 acres of land, more or less.

Subject to easements of record.

RULES AND REGULATIONS
OF THE BEAR MEADOWS CONDOMINIUM ASSOCIATION, INC.

The following rules and regulations are adopted by the Bear Meadows Condominium Association, Inc. (the "Association") for the purpose of assuring that the Bear Meadows Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

1.01. Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

1.02. Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Bear Meadows Condominium (the "Declaration").

1.03. Keys and Locks. The Association shall have the right to retain a key to each Unit in a Knox Box, and such key shall be available to fire and police departments at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

1.04. Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

ARTICLE II

APPEARANCE

2.01. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association, except for signs advertising the sale of Units. This provision shall not limit a Unit Owner from a respectful display of the American flag, provided that such display does not unreasonably interfere with the use of the property of the Condominium by any other Unit Owner.

2.02. Satellite Dishes. To the extent this restriction is permitted by applicable law, no exterior satellite dishes with a diameter in excess of one meter shall be erected on any Unit without the prior written approval of the Association.

2.03. Limited Common Elements. All decks and patios open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for

grills and for patio and deck furniture, and all grills shall be kept at least 10 feet from all structures at all times. Only electric powered grills are allowed on second floor decks.

ARTICLE III

USE RESTRICTIONS

3.01. Animals. Unit Owners shall be allowed to keep one or more cats, subject to Association approval. If an individual has a disability and a disability-related need for (i) an emotional support animal (using the definitions for "disability" and "emotional support animal" set forth in Wis. Stat. § 106.50) or (ii) an animal that is individually trained to do work or perform tasks in housing, such animals shall not be subject to the restrictions set forth in the preceding two sentences. The Board may request that the individual submit to the Board reliable documentation that the individual (a) has a disability (unless the disability is readily apparent) and (b) the disability-related need for the animal. In the case of establishing the disability-related need for an emotional support animal, the Board may require that the documentation be from a Wisconsin-licensed health professional. No Rottweilers or pit bulls shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in a Unit. In addition to cats, small animals that are kept in a cage or tank may also be permitted with Association approval. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. All animals must be registered with the Association and owners of animals shall be liable for damage caused by their animals. Unit Owners are responsible for the immediate cleanup of their animals regardless of the circumstances.

3.02. Damage to Common Elements. Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03. Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04. Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements. Unit Owners shall not store any materials or items of personal property in the Common Elements (other than the Limited Common Elements), including without limitation, bicycles and children's toys or play equipment.

3.05. Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.06. Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.07. Rummage Sales. Unit Owners are prohibited from holding a rummage sale or similar sale on any part of the Condominium property without the prior approval of the Association.

3.08. Landscaping. Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association, provided that Unit Owners may plant flowers, rake leaves and shovel sidewalks in the Common Elements.

ARTICLE IV

VEHICLE RESTRICTIONS

4.01. Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units, except that a Unit Owner may park a vehicle in the portion of the driveway immediately in front of the garage assigned to such Unit Owner, provided such Unit Owner does not block the driveways of other Unit Owners or any part of Crestwood Drive or Dorothy Court.

4.02. Parking. Unit Owners shall not be permitted to park their vehicles in any space other their garage and the portion of the driveway of a Unit Owner described in Section 4.01 above. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park on or to block access to, the driveways or parking areas of other Unit Owners or any part of Crestwood Drive or Dorothy Court. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages.

4.03. Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area (as described in Section 4.02 above). These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

4.04. Visitor Parking. Unit Owners shall require all guests, invitees and visitors to the Condominium property to park either in the designated visitor parking spaces or the Unit Owner's assigned parking area (as described in Section 4.02 above). Visitor parking spaces are reserved for guests, invitees and visitors to the Condominium property and shall not be used by occupants, including all tenants, of any Units.

ARTICLE V

AMENDMENTS

This document may be amended at any time by the Board of Directors of the Association.

BEAR MEADOWS CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

Table of Contents

	Page
Article I - Name	1
Article II - Period of Existence	1
Article III - Purposes	1
Article IV - Powers	2
Article V - Members	3
Article VI - Principal Office and Registered Agent	3
Article VII - Directors	3
Article VIII - Incorporator	3
Article IX - Dissolution	4

ARTICLES OF INCORPORATION
OF
BEAR MEADOWS CONDOMINIUM ASSOCIATION, INC.

The undersigned, a natural person over the age of 18 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, hereby adopts the following as the Articles of Incorporation of the Corporation:

ARTICLE I

Name

The name of the Corporation shall be: Bear Meadows Condominium Association, Inc.

ARTICLE II

Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III

Purposes

The purposes of the Corporation are:

A. To serve as an association of unit owners under the Wisconsin Condominium Ownership Act ("Act") who own certain condominium units located in the City of Burlington, Racine County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the Declaration may be amended and restated from time to time (the "Declaration") for Bear Meadows Condominium (the "Condominium"), as recorded in the office of the Register of Deeds for Racine County, Wisconsin;

B. To serve as a means through which the unit ownrs may collectively and efficiently manage, maintain, operate, reconstruct and care for the Property in accordance with the Act and the Declaration; and

C. To engage in any lawful activity permitted by the Act for which a nonstock, nonprofit corporation may be organized under the Wisconsin Nonstock Corporation Law.

VOL 1964 PAGE 390

57

ARTICLE IV

Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Act, the Declaration and the Bylaws of the Corporation, including without limitation, the following:

A. To exercise exclusive management and control of the common elements described in the Declaration;

B. To operate, repair, replace, reconstruct, protect and maintain the common elements described in the Declaration;

C. To purchase, lease, or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes attributed to those units and otherwise deal with the units so acquired on behalf of all the unit owners;

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

E. To determine, levy and collect assessments against the unit owners and use the proceeds of these assessments in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation and the common expense relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;

F. To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;

G. To adopt and amend rules and regulations governing the use and operation of the Property;

H. To enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the Bylaws of the Corporation and any rules and regulations governing the use and operation of the Property;

I. To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and

J. To do all things necessary or convenient to effectuate the purposes of the Corporation.

VOL 1964 PAGE 391

ARTICLE V

Members

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

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the Corporation shall be located in Racine County at 425 Milwaukee Avenue, Burlington, Wisconsin 53105. The initial registered agent shall be Kevin P. McKillip, and the address of the initial registered agent is 425 Milwaukee Avenue, P.O. Box P, Burlington, Wisconsin 53105. This document is to be recorded in Racine County, Wisconsin.

ARTICLE VII

Directors

The number of directors of the Corporation shall be fixed in the Bylaws of the Corporation and in no event shall be less than three. The manner in which directors shall be elected, appointed and removed shall be set forth in the Bylaws of the Corporation.

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

Kevin P. McKillip
P.O. Box P
Burlington, WI 53105

Stephen C. Mills
P.O. Box 338
Kenosha, WI 53140

Guy D. Trecroci
P.O. Box 338
Kenosha, WI 53140

ARTICLE VIII

Incorporator

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

Kevin P. McKillip
P.O. Box P
Burlington, WI 53105

VOL 1964 PAGE 392

ARTICLE IX

Dissolution

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid, and no part of the net earnings, assets, or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers, or any other private individual other than by a rebate of excess membership dues, fees, or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited by its Bylaws.

Executed in duplicate this 19th day of May, 1989.

Kevin P. McKillip - Incorporator

State of Wisconsin)
) ss.
County of Racine)

Personally came before me this 19th day of May, 1989, the above named Kevin P. McKillip, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

R. William Phenicie
Notary Public, State of Wisconsin
My commission is permanent

This instrument was drafted by
R. William Phenicie
Attorney at Law

PLEASE RETURN TO;
Lloyd, Phenicie, Lynch & Kelly, S.C.
P.O. Box B
Burlington, WI 53105

STATE OF WISCONSIN
FILED

MAY 25 1989

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

VOL 1964 PAGE 393

1284003

Form 14

United States of America

State of Wisconsin
OFFICE OF THE SECRETARY OF STATE

1143 05 31 1200 1

To All to Whom These Presents Shall Come:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that the attached is a duplicate of a document accepted and filed in my office.

Register's Office
Racine County, Wis. } SS
Received for Record 31st day of May A.D. 19 84 at 8:30 o'clock A M. and recorded in Volume 1964 of Records on page 389-393

12 Helen M. Schuttler
Register of Deeds

Ret: Lloyd Prencicie Lynch-Kelly

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date of filing of said document.

Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

VOL 1964 PAGE 389

DISCLOSURE MATERIALS FOR BEAR MEADOWS CONDOMINIUM

ADDRESS: 932 – 947 CRESTWOOD DR.
948 – 970 DOROTHY CT.

DECLARANT: Bear Land Development Co.
425 Milwaukee Ave.
Burlington, WI 53105

THESE DISCLOSURE MATERIALS ARE CURRENT THROUGH MAY 25th, 2022

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXECEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY , CONSULT THE DISCLOSURE DOCUMNETS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE (5) BUSSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU IN A TIMELY MANNER DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING GETTING THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX

1. *Executive Summary.* The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary is set forth under Tab 1.

2. *Declaration.* The declaration establishes and describes the condominium, the units, and the common areas. The declaration is set forth under Tab 2.

3. *Bylaws.* The bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The bylaws are set forth under Tab 3. [Note: we need to prepare a table of contents for the bylaws to be inserted at the beginning of Tab 3].

4. *Rules and Regulations.* The rules and regulations contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The rules and regulations are set forth under Tab 4.

5. *Articles of Incorporation.* The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles are set forth under Tab 5.

6. *Management or Employment Contracts.* Certain services are provided to the condominium through contracts with individuals or private firms. These contracts are set forth under Tab 6.

7. *Annual Operating Budget.* The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges that are in addition to mortgage and utility payments. The budget is set forth under Tab 7.

8. *Leases.* Units in this condominium are sold subject to one or more leases of property or facilities that are not a part of the condominium. These leases are set forth under Tab 8.

9. *Expansion Plans.* The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners is set forth under Tab 9.

10. *Floor Plans and Map.* The seller has provided a floor plan of the unit being offered for sale and a map of the condominium that shows the location of the unit you are considering and all facilities and common areas that are part of the condominium. The floor plan and map are set forth under Tab 10.

Bear Realty of Burlington Inc

EXECUTIVE SUMMARY

Condominium Name: Bear Meadows Condominium

This Executive Summary was prepared or revised on May 21, 2025 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an 🕮 icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name Bear Meadows Condominium
- Association address 950 Dorothy Ct Burlington, WI 53105
- The association is managed:
  - ☐ By the Unit Owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium Bradley M. Lois - Fox River Property Management
- Address, phone number, and other contact information for the contact person 161 E. Chestnut St. Burlington, WI 53105; BradLois@BearBurlington.com

🕮 For condominium document references regarding association governance and a condominium contact person, see By-Laws pp 1-16

2. Parking

- Number of parking spaces assigned to each Unit: 2 Number Outside 1 Inside 1
  - ☒ Common Element ☐ Limited Common Element ☐ Included as part of the Unit
  - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, $ _____ per _____
  Other (*specify*): _____
- Parking assignments reserved or designated on the plat or in the condominium documents:
  ☐ No ☒ Yes -- Where? Rules and Regulations pg 3
- Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ☐ No ☒ Yes
- Describe parking available for visitors End of Crestwood Dr. & Dorothy Ct; apron at the end of the road
- Describe any other parking restrictions Owners are not to use visitor parking

🕮 For condominium document references to parking, see Rules and Regulations, Article 4, Page 3

3. Pets

- Are pets allowed? ☒ No ☐ Yes -- describe the kinds of pets allowed: House cats only, with written permission from the board.

Bear Realty of Burlington Inc, 565 Milwaukee Ave Burlington WI 53105
Bradley Lois
Phone: 2627638116 Fax:

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- Pet rules and restrictions: Cats must be house bound and cause no nuisance.

📖 For condominium document references regarding pet rules, see Rules and Regulations Article 3 pg. 2

4. Unit Rentals

- May Unit Owners rent out their condominium units? ☐ No ☒ Yes – describe the limitations and restrictions on unit rentals: Units must be leased for no less than 6 months. Board must be notified no less than 20 days in advance of the commencement of the lease.

📖 For condominium document references regarding unit rentals, see

5. Special Condominium Amenities or Features

None

(describe any special amenities and features)

- Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes – cost:

📖 For condominium document references regarding special amenities, see

6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: Unit owners are responsible within their unit and garage.

📖 For condominium document references regarding unit maintenance and repair responsibilities, see

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

- Person(s) responsible for common element maintenance, repair and replacement: management company and board
- Repair and replacement of the common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other (*specify*):
- Person(s) responsible for limited common element maintenance, repair and replacement: management company and board
- Repair and replacement of the limited common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other (*specify*):

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see

8. Reserve Funds

- Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☒ Yes
- Does the association have a Statutory Reserve Account*? ☐ No ☒ Yes

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Total condominium reserve funds balance is $ 102,961.34
Note: This amount is current as of the date this Executive Summary was prepared or revised.

For condominium document references regarding this condominium's reserve funds for repairs and replacements, see Declaration p. 4 section 5

*Note: A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?
  - [x] Not applicable (no developer-owned units or declarant control has ended)
  - [ ] No
  - [ ] Yes -- describe in what way: _____
- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: _____

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

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?
  [x] No [ ] Yes -- number of additional units that may be added through the expansion: _____ units
- Expansion period ends: _____
- Condominium management during the expansion period is by: _____

For condominium document references regarding condominium expansion plans, see _____

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements [x] No [ ] Yes
- Describe the rules, restrictions and procedures for altering a unit: _____
- Describe the rules, restrictions and procedures for enclosing limited common elements: _____

For condominium document references to unit alterations and limited common element enclosures, see _____

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale [ ] No [x] Yes

For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: [x] No
  [ ] Yes -- amount charged: $ _____

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For condominium document references to fees charged in connection with a unit ownership transfer, see _____

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: [X] No [ ] Yes -- amount charged: $_____

For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: [X] No [ ] Yes-- amount charged: $_____

For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

16. Other restrictions or features (optional): _____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

For condominium document references regarding condominium document amendment procedures and requirements, see _____

This Executive Summary was prepared on the date stated on page one by **Bradley M. Lois - Fox River Property Management** (print name and title or position).

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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