

Lexington Village, A Condominium

Parcels 1 and 2 of Certified Survey Map No. 2832 as recorded in Volume 15 on pages 384 - 386 of Certified Survey Maps of Dodge County, being part of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 22, Town 12 North, Range 16 East, City of Hoyville, Dodge County, Wisconsin.

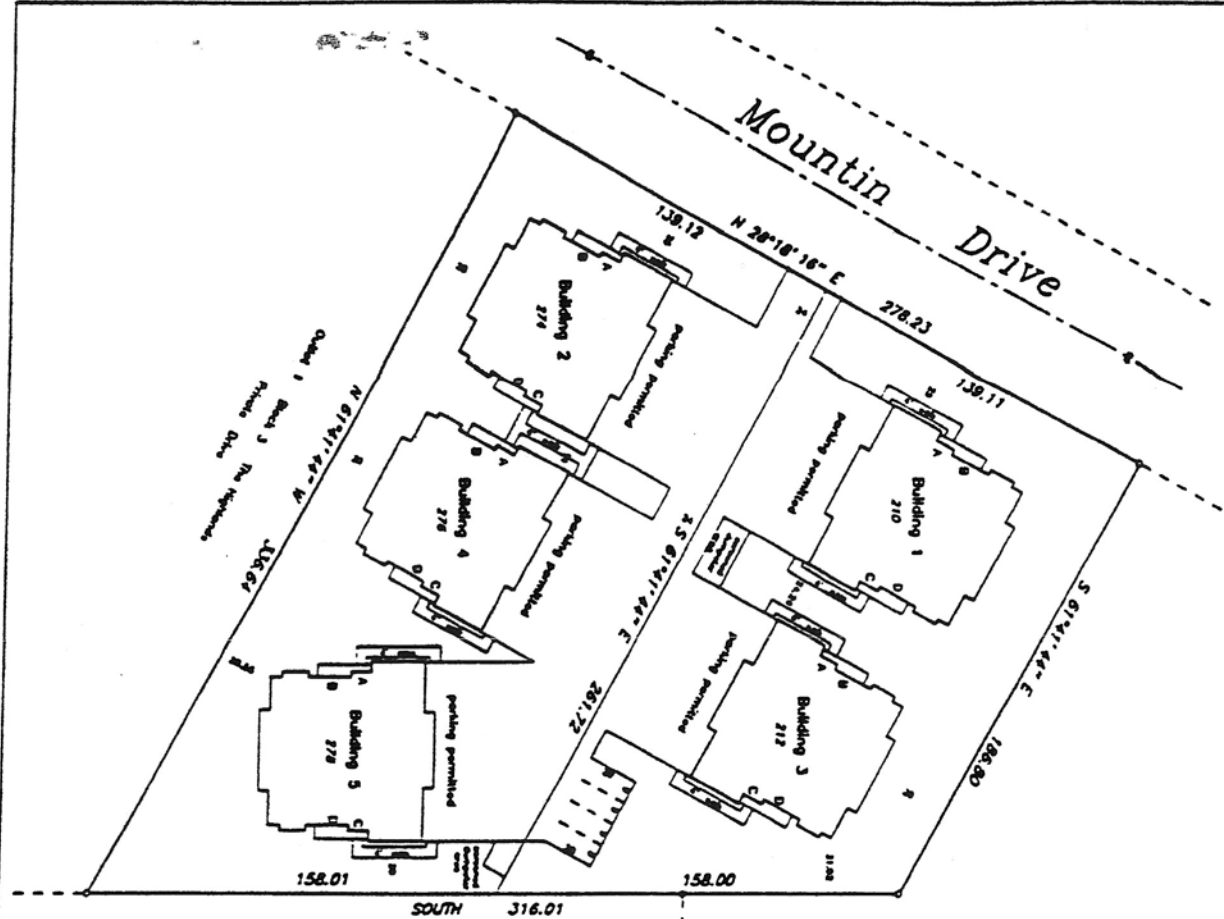
Surveyor's Certificate:

I hereby certify that by the direction of Star Development, I have surveyed and mapped the land shown and described herein and that this is a true and correct representation of the land shown, a condominium, and that the identification and location of each unit and the common elements can be determined from this condominium plat.

Dated this _____ day of _____, 1995.

This parcel is zoned R14 (Multiple Family District)

Recorded A. 10/11/95 S-1715



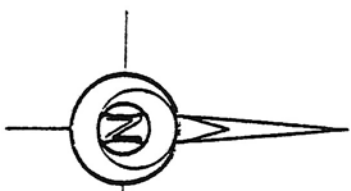
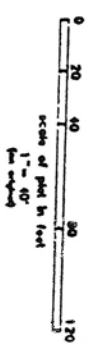
Declaration
Star Development, LLC
3846 N. Lake Dr.
West Bend, WI 53095

Surveyor
Callaway, Corporation
2018 E. Park Ave., S-1715
West Bend, WI 53095
(608) 335-3400

A and C are upper units
B and D are lower units

272 - indicates on address

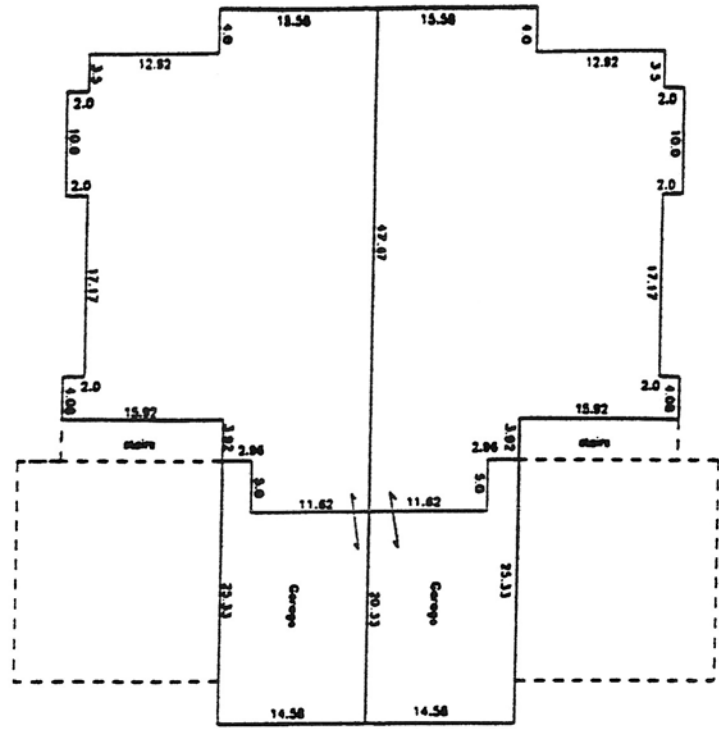
Boundaries are referenced to Certified Survey Map No. 2832 of Certified Survey Maps of Dodge County.



Lexington Village, A Condominium

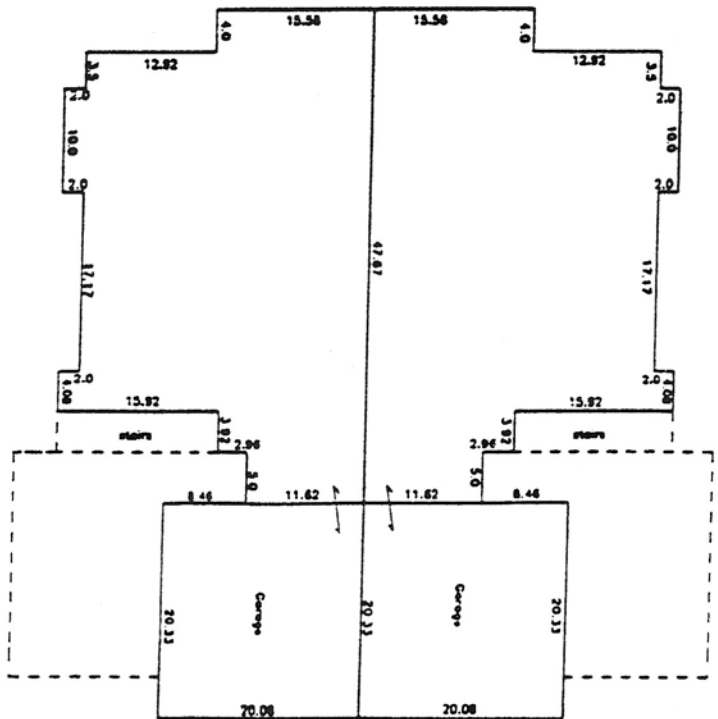
Description of Units

Exterior dimensions shown; must be adjusted for interior unit dimensions.
Note: Dimensions may vary due to construction materials.



First Floor (1 car garage)

Scale: 1" = 10'



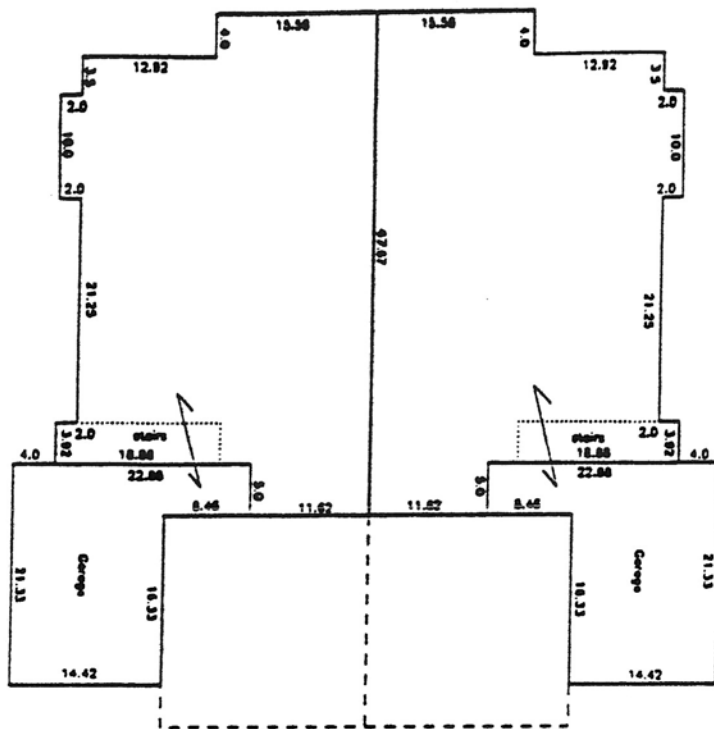
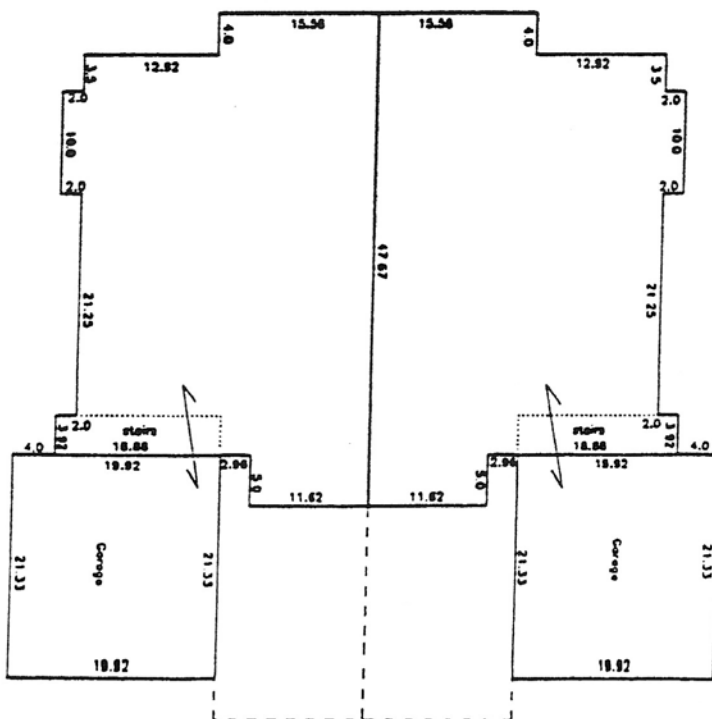
First Floor (2 car garage)

Scale: 1" = 10'

Lexington Village, A Condominium

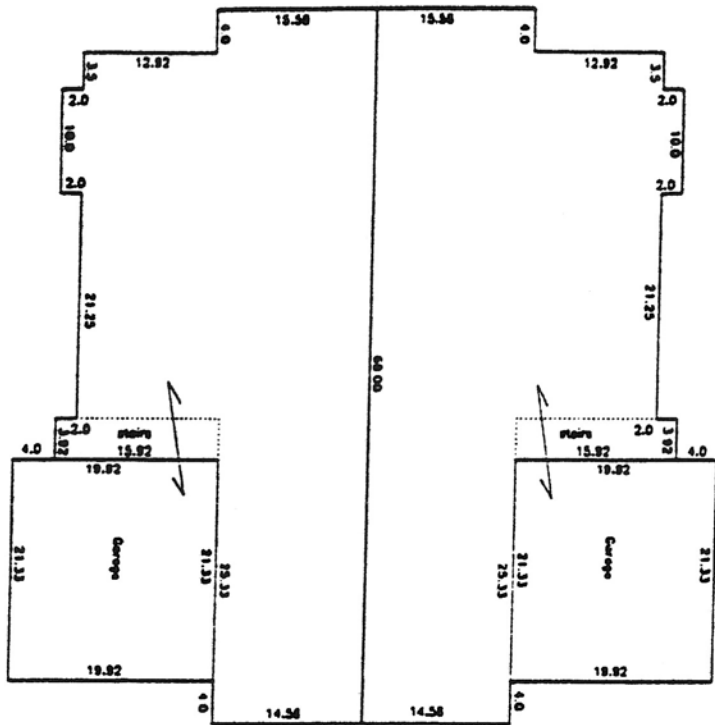
Description of Units

Exterior dimensions shown; must be adjusted for interior unit dimensions.
Note: Dimensions may vary due to construction materials.



Description of Units

Exterior dimensions shown; must be adjusted for interior wall dimensions.
Note: Dimensions may vary due to construction materials



Second Floor (2 car garage)

44 - 1 - 10

Flow from V upper

Section 4.04 - Compensation. No Director shall receive compensation for any service rendered to the Association.**Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties. ** except the Secretary/Treasurer.

Section 4.05 - Nomination. A notice shall be distributed by the Secretary to each owner prior to the October meeting asking owners if they wish to be on the ballot for the Board of Directors at the Annual Meeting.

Nominations for Directors may also be made from the floor at the annual meeting.

Section 4.06 - Election. Election to the Board of Directors shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected.

Section 4.07 - Limitations. Not more than one (1) Director may be a non-unit owner.

ARTICLE V MEETING OF DIRECTORS

Section 5.01 - Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.02 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than ten (10) days notice to each Director.

Section 5.03 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.04 - Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.05 - Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any business that may come before the meeting. Such waiver can be given before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act, the Articles of Incorporation or the Declaration, except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.02 - Specified. The Board of Directors shall have the specific power and duty to:

- (1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners representing sixty-seven percent (67%) of the units at any annual or special meeting if written notice thereof is given to all members at least ten (10) days before the date of such meeting.
- (2) Employ a manager, managing agent, independent contractor or such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.
- (3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.
- (4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.
- (5) Prepare on or before November 1 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.

- (6) Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.
- (7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of interest which has been fixed by the Board of Directors to be charged on unpaid assessments.
- (8) Sue to recover a money judgment for unpaid assessments and charges or foreclose the lien against any unit for which assessments or charges are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.
- (9) Secure and maintain adequate policies of insurance as required by the Declaration.
- (10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.
- (11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair.
- (12) Levy special assessments as authorized by the Declaration, provided that:
 - (a) a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and
 - (b) such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes.
- (13) Designate by resolution, from time to time, one or more banks to act as depository for the funds of the Association.
- (14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.

- (15) Suspend for not more than 60 days, after notice and hearing before the Board, the voting rights of any unit owner, tenant or occupant who is in default in the payment of any assessment levied by the Association or who is charged with a substantial infraction of the Rules and Regulations.

Section 6.03 - Acquiring and Conveying Property. The Board of Directors may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required purchase or mortgage payments. Decisions respecting the acquisition or conveyance of Association property shall require the approval of sixty-seven percent (67%) of the unit owners.

Section 6.04 - Borrowing Money. The Board of Directors shall not borrow money on behalf of the Association unless authorized to do so by at least sixty-seven percent (67%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

ARTICLE VII **OFFICERS AND THEIR DUTIES**

Section 7.01 - Enumeration of Officers. The Officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02 - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

Section 7.03 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.04 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.05 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.07 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

Section 7.08 - Duties. The duties of the officers are as follows:

- (1) **President.** The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all promissory notes.
- (2) **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.
- (3) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium lien; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.
- (4) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

ARTICLE VIII **COMMITTEES**

Section 8.01 - General Committees. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Associa-

Document Number

Amendment of Condominium Declaration
Title of Document

DOCUMENT # 1257630

Office of Register of Deeds
Dodge County, Wisconsin
RECEIVED FOR RECORD

November 29, 2017 1:23 PM

CHRIS PLANASCH - Registrar
Fee Amount: \$30.00
of Pages 3



Recording Area

Name and Return Address
Thomas A. Schuessler
44 N. Main Street
Mayville, WI 53050

See below *

Parcel Identification Number (PIN)

Attached is:
Amendment No. 1 to Declaration of Lexington Village, a Condominium 210-278 Mountin Drive Mayville, WI 53050

*
210 A S Mountin Drive 251-1216-2213-020
210 B S Mountin Drive 251-1216-2213-021
210 C S Mountin Drive 251-1216-2213-022
210 D S Mountin Drive 251-1216-2213-023
212 A S Mountin Drive 251-1216-2213-028
212 B S Mountin Drive 251-1216-2213-029
212 C S Mountin Drive 251-1216-2213-030
212 D S Mountin Drive 251-1216-2213-031
274 A S Mountin Drive 251-1216-2213-024
274 B S Mountin Drive 251-1216-2213-025
274 C S Mountin Drive 251-1216-2213-026
274 D S Mountin Drive 251-1216-2213-027
276 A S Mountin Drive 251-1216-2213-032
276 B S Mountin Drive 251-1216-2213-033
276 C S Mountin Drive 251-1216-2213-034
276 D S Mountin Drive 251-1216-2213-035
278 A S Mountin Drive 251-1216-2213-036
278 B S Mountin Drive 251-1216-2213-037
278 C S Mountin Drive 251-1216-2213-038
278 D S Mountin Drive 251-1216-2213-039

**Amendment No. 1
to Declaration
Of
Lexington Village, a Condominium
210-278 Mountin Drive Mayville, WI 53050
(Rental Restriction)**

This Amendment No. 1 to the Declaration of Lexington Village, a Condominium (hereafter "the Declaration") is made by Lexington Village, a Condominium, with its units located at 210-278 Mountin Drive, City of Mayville, Dodge County, Wisconsin.

WHEREAS, Article XV section 15.05 (Amendment of Declaration) of the Declaration recorded November 17, 1995 as Document No. 817862, Dodge County Register of Deeds, provides for Amendment of the Declaration by written consent of at least two-thirds (2/3) of the Unit Owners, with such approval to include approval by the mortgagee of each unit; and

WHEREAS, the unit owners have determined that it is in the best interest of Lexington Village to add a provision to amend the Declaration to prohibit leasing as specifically provided in this amendment; and

WHEREAS, Wisconsin law allows for amendment of the Declaration as provided in section 703.095 of the Wisconsin Statutes; and

WHEREAS, this amendment should become effective upon recording of this instrument in the Dodge County office of Register of Deeds.

NOW, THEREFORE, the Declaration is hereby amended in the following manner:

1. Section 8.13 of the Declaration is hereby amended as to read as follows:

Section 8.13 – Leasing of Units Prohibited. Units may not be leased. Notwithstanding the previous sentence which prohibits leasing of units, units which are currently being leased (currently meaning units leased as of November, 2017) may continue to be leased until they are sold or until they are occupied by a Unit Owner, whichever comes sooner. When any such unit currently being leased is sold, the unit may no longer be leased. As to any such unit being leased, when and if it is occupied by a Unit Owner, that unit may no longer be leased. This section 8.13 shall be considered a restriction enforceable under Article IX of the Declaration.

2. All provisions of the Declaration not expressly amended herein shall be and shall remain in full force and effect.
3. The undersigned President and Secretary of Lexington Village Condominium Owner's Association, Inc. (see Article XII of the Declaration) do hereby certify that

this Amendment has been agreed to in writing by more than two-thirds (2/3) of the Unit Owners, and mortgagees, as shown in the records of Lexington Village Condominium Owner's Association, Inc., and as required by the Declaration.

4. This is the first amendment to the Declaration.

EXECUTED this 24th day of November, 2017.

Goar Kahlhamer

Goar Kahlhamer, President,
Lexington Village Condominium Owner's
Association, Inc.

ATTEST:

Lisa Traugher

Lisa Traugher, Secretary
Lexington Village Condominium
Owner's Association, Inc.

STATE OF WISCONSIN)

) ss.

COUNTY OF DODGE)

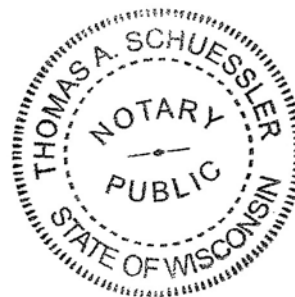
Personally came before me this 24th day of November, 2017, the above named Goar Kahlhamer, President, and Lisa Traugher, Secretary, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Thomas A. Schuessler

Notary Public, Dodge County, Wisconsin

My commission: is permanent

This document was drafted by:
Attorney Thomas A. Schuessler
Mayville, Wisconsin 53050



RULES AND REGULATIONS

12. Harassment. Residents shall not engage in any abusive or harassing behavior, either verbal, written, or physical, or any form of intimidation or aggression directed at the Board, other residents, visitors, or contractors (including at their place of business). Harassing behavior will include any unwelcome contact and excessive contact (email, text, phone calls, mail or visits to a home) with the Board, other residents, visitors, or contractors. Excessive is defined as more than one contact about the same subject or concern. Harassing behavior includes the use of derogatory language. No unit owner may interfere with any contracted vendor performing work at the direction of the Board.

Rules and Regulations Amended 4/3/2023

Please include this page with your Rules and Regulations.

Amendment No. 1
To the Rules and Regulations
Of Lexington Village, a Condominium
210-278 Mountin Drive, Mayville, WI 53050

Amendment to Rule and Regulation Number One approved by a 75% majority vote of owners on November 10, 2020.

1. PETS. The only animals permitted anywhere in the condominiums are small birds in cages and fish. Dogs or cats may accompany visitors to the condominiums for 1 day. Pets may not stay overnight. Animal owners must clean up after their pets. Pets must be on a leash and not run free on the grounds.

Please place this page with your Rules and Regulations.