CC&Rs- Declaration
Hawks Ridge Condominiums, Inc. (Phase I)

Order: H5GHJJ4MV
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Order Date: 10-29-2026
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FIRST AMENDED AND RESTATED CONDOMINIUM DECLARATION

HAWKS RIDGE CONDOMINIUMS

Recording Area

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

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

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FIRST AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF
HAWKS RIDGE CONDOMINIUMS
VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

Hawks Ridge Condominiums (the "Condominium") was created by a Declaration of Condominium recorded on February 28, 2003 with the Register of Deeds for Waukesha County as Document No. 2942636 (the "Declaration").

1. STATEMENT OF DECLARATION.

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to Hawks Ridge Condominium Association, Inc. (the "Association"), and changes in common practice over the years;

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

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

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

2. NAME AND ADDRESS. The real estate described in Section 3 and all buildings and improvements thereon and thereto shall be known as "Hawks Ridge Condominiums". The Hawks Ridge Condominiums are situated on approximately 3.154 acres on CTH NN in the Village of Mukwonago, Waukesha County, Wisconsin.

3. LEGAL DESCRIPTION. The Property is legally described on the attached Exhibit A.

4. DEFINITION AND DESCRIPTION OF UNITS.

4.1 Number. There shall be four buildings consisting of eight condominium Units each with attached two car parking garages as shown on the Condominium Plat. All thirty-two condominium Units all other appurtenant space

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are hereby declared as Hawk Ridge Condominium and as more fully described in the Condominium Plat marked Exhibit A attached hereto ("Plat").

4.2 Definition. Each "Unit" shall be a single family residence with various floor plans, as more fully described as set forth on the Condominium Plat which was recorded along with the original Declaration (the "Plat"), intended for residential use only, comprised of one (1) or more cubicles of air at one (1) or more levels of space, having outer boundaries formed by the perimeter walls, floors, ceilings, windows, window frames, doors, and door frames of the building, together with all fixtures and improvements therein contained, and including such garages, porches, patios and other appurtenant and related structures and equipment, with similar boundaries, as may be constructed and shown as related to the Unit in the Plat. All drywall, windows, window frames, doors, and door frames (including patio doors/door frames and garage doors/door frames) shall be considered part of the Unit.

4.3 Identification. The Units are designated by identifying numbers as shown herein and in the Plat. The Unit designations and locations and floor plans for the Units are as set forth in the Plat. The approximate dimensions and floor area of each Unit, and further details identifying and describing the Units shall be as set forth in the Plat. The Buildings are to be located on the Property as indicated in the Plat.

5. BUILDINGS AND RESTRICTIONS.

Building Restrictions. The buildings and Units constructed or to be constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

5.1 Improvements. Only one (1) residence is constructed within each Unit location as shown in the Plat. Any garage, other improvements, paved areas, accessory systems or equipment serving the Unit or the Unit garage are located as shown in the Plat.

5.2 Residential Use. All Units shall be used for residential purposes only. No residential Unit shall be erected, altered or placed within Hawks Ridge Condominiums other than type of buildings approved by the Village of Mukwonago and as provided for in the Condominium Declaration. Such buildings shall not exceed two stories in height and shall /include an attached two car parking garages for each Unit. No other accessory buildings shall be constructed to serve a Unit without prior written consent of the Association.

5.3 Garages and Storage. All Units shall include a separate attached garage for parking two cars and as more fully shown on the Plat.

5.4 Fences. No fences are allowed to be constructed or erected within

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Hawks Ridge Condominiums, except as shown on the Plat.

5.5 Building Exteriors. To maintain a uniform exterior appearance of the condominium, each Unit shall maintain the exact same exterior paint, roof, and brick colors. All exterior replacement items, such as windows, siding, doors, garage doors, roofing, et al, shall be the exact name brand, product and color as originally installed. Unit Owners must obtain the prior written consent of the Board of Directors prior to altering any exterior-facing Unit component. If the original product or color is no longer available, substitution of the product or color shall not be allowed without prior written consent of the Association's Board of Directors.

5.6 Maintenance. To maintain a quality and pleasant appearance of the Hawks Ridge Condominiums, the Association shall responsible for the management and control of the Common Elements and Limited Common Elements (defined below) and shall cause same to be kept in a good, clean, attractive, sanitary and aesthetic condition consistent with the uniform appearance of the exterior of the Buildings in a condition that shall not detract from the Condominium. Without in any way limiting the foregoing, this shall include the routine maintenance, painting and repair of all exterior, brick, siding, roofing, and other exterior surfaces, except for those associated with Limited Common Elements as specified herein and in the By-Laws; and the repair and maintenance of all walkways; drives, and other features as is more fully set forth in the By-Laws. All expenses of the maintenance of such Common Elements and Limited Common Elements shall be a common expense of the Association, except as specified herein and in the By-Laws.

5.7 Screened Porch Enclosures. The owners of the Units situated in Buildings 2 and 4 shall be allowed to enclose the attached decks or porches, which arc facing north only, with a screen enclosure. Said screen enclosures must be matching material, like in quality and shall be installed at the sole cost and expense of the Unit Owner. The enclosures must be approved by the Association, prior to installation, and Unit Owners with screened porch enclosures must obtain the prior written consent of the Board of Directors prior to altering such enclosure in any way. This provision does not apply to the decks facing east or west on Buildings 2 and 4; nor does it apply to any of the decks situated on Buildings 1 and 3.

6. COMMON ELEMENTS AND FACILITIES.

6.1 Description. The Common Elements and facilities ("Common Elements") shall consist of all of the improvements and appurtenances of the Condominium, except the individual Units, including the attached parking garages and fixtures therein, as defined hereunder, including without limitation, the land on which the building is located; common roads, drives, walkways; court yard and other open areas as shown in the Plat; water system lines, utility services; public utility lines; master television cable or antenna and line, if any; the landscaping comprising or which may comprise the condominium Property, bearing walls, floors, and ceilings

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(except the interior surfaces thereof and the drywall, which form the outer boundaries of each Unit), roofs, foundations, entrances, and exits, pipes, ducts, electrical wiring, sewer laterals, common meeting rooms, outside walls, girders, beams and support and structural parts of the buildings. Each owner of a Unit ("Unit Owner") shall have an undivided ownership interest in the Common Elements of the Condominium. Said ownership interest is identified in this Declaration.

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

6.3 Signage. No exterior signage of any kind or size shall be allowed in the common areas, attached to the buildings or displayed on the buildings, except for signage approved by the Association for identification of the Condominium, and except as specifically set forth in the Rules and Regulations.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the Common Elements and facilities are designated as limited common elements as shown in the Plat (the "Limited Common Elements"). Such Limited Common Elements shall be reserved for the exclusive use of the owner of the Unit to which the Limited Common Elements are appurtenant, to the exclusion of all other Units in the Condominium. Such Limited Common Elements consist of the land, decks, patios, stoops and porches appurtenant to such Unit and as more fully shown on the Plat.

7.2 Use. The manner of use of the Limited Common Elements shall be determined exclusively by the owner of such Unit in which such limited common area is appurtenant to only in accordance with these Condominium documents and no Unit Owner or occupant shall landscape, obstruct or damage any limited common element, or permit such, in any manner.

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8. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own a fee simple interest in his or her condominium Unit. Each Unit Owner shall also own an undivided interest in the Common Elements and facilities as a tenant in common with all other Unit Owners. Except as otherwise limited in this Declaration, Unit Owners and occupants shall have the right to use and occupy the Common Elements and facilities for all purposes incidental to the use and occupancy of their respective Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with each Unit. The percentage of the undivided ownership interest in the Common Elements and facilities relating to each Unit and its owner for all purposes, including ownership, voting, and proportionate payment of common expenses, shall be determined by the number of individual Units. as set forth in the Condominium Plat, or thirty-two individual Units. Accordingly, each Unit Owner shall have a 3.125% of undivided ownership interest in the Common Elements.

9. ASSOCIATION OF UNIT OWNERS.

9.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners to be known as Hawks Ridge Condominium Association. (herein called "Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. Such Association is incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and any other rules and regulations approved by the Association.

9.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association. Only one membership shall exist for each Unit; if title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The respective rights, qualifications and obligations of the members shall be as set forth in the By-Laws.

9.3 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium.

9.4 Common Services. The Association may contract for common services or utilities as may be required for each Unit.

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9.5 Association Records. The Association shall have current copies of this Declaration, the articles of incorporation ("Articles") and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting HAWKS RIDGE CONDOMINIUMS, and the Association's books, records and financial statements available for inspection during normal business hours by Unit Owners or by holders, insurers or guarantors of first mortgages secured by condominium Units in HAWKS RIDGE CONDOMINIUMS. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

10. RESIDENTIAL PURPOSE. The Units are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws.

11. REPAIRS AND MAINTENANCE.

11.1 Individual Units. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, pristine condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and maintenance, which may at any time be necessary to maintain the good appearance and condition of his Unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the lighting fixtures, refrigerators, air-conditioning equipment, furnaces or beating equipment, dishwashers, disposal, laundry equipment, such as washers and dryers, ranges or other equipment, drywall, windows and window frames, doors and door frames, which may be in or connect with the Unit. Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit, as defined herein and on the Plat in a good, clean, sanitary and attractive condition, and in addition, Unit Owners shall be responsible for maintenance, repair, and replacement of deck boards, railings, and cement patios. Unit Owners must obtain the prior written consent of the Board of Directors prior to making any changes or alterations to Limited Common Elements. Upon failure of the Unit Owner to do so, the Association may accomplish repairs and maintenance to the Units, as determined to be necessary by the Association, and assess the respective Unit Owner for the expenses thereof, after thirty (30) days written notice to the Unit Owner, giving the owner the opportunity to perform the needed maintenance or repair within such thirty (30) day period.

11.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the Common Elements and facilities and shall cause the same to be kept in a well-maintained, good, clean and attractive condition, order and repair. Without in any way limiting the foregoing, this shall include all maintenance, repairs, and replacements associated with deck infrastructure (support beams) and the deck fascia, all stoops and other items

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referred to as "flatwork" in the Association's reserve study, all repair, maintenance and snow removal for driveways and walkways; and all grass cutting and mowing and landscape maintenance, all as is more fully set forth in the By-Laws. All expenses of maintenance of the Common Elements and facilities shall be a common expense of the Association. The Association shall have authority over all additions, improvements and alterations to Common Elements and Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit Owner or the tenant, guest or agent of a Unit Owner, such expense shall be charged and specifically assessed against the responsible Unit Owner.

11.3 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any inspection, maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owner, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owner as practical, and any damage caused thereby shall be repaired by the Association and treated as common expense except as allocable to an individual Unit or Units at the discretion of the Board of Directors.

11.4 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Association's Board of Directors, make or permit to be made any structural alterations, changes, or improvements to his Unit, or in or to the exterior of any building or Common or Limited Common Elements and facilities. A Unit Owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of the building, or the safety of the property, or impair any easements or hereditament, without the prior written consent of the Association.

11.5 Unit Owner's Rights with Respect to Interiors. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of such owner's Unit and all walls, ceiling, floors, and doors within such boundaries, and to erect partition walls of non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls, and provided that the Unit Owner shall do nothing to impair the structural integrity of the Building or the soundproofing of common walls/floors between Units.

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12. DESTRUCTION AND RECONSTRUCTION.

12.1 Units. In the event of a partial or total damage or destruction of a Unit, the repair and restoration of same shall be the responsibility of the Association utilizing insurance upon the Unit maintained by the Association. The Unit shall be repaired and rebuilt as soon as practicable, and substantially to the same design, plan and color specifications as originally built. On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided however, that the number of square feet of any Unit may not vary by more than two percent (2%) from the number of square feet for such Unit as originally constructed.

12.2 Common Elements. In the event of a partial or total damage or destruction of any part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 13 hereof. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds by the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) in the aggregate, the Association may determine not to rebuild or repair by written consent of Unit Owners with not less than seventy-five percent (75%) of the aggregate voting percentage in the Association (such written consent is not effective unless it is approved by the mortgagee of the Unit, if any) within ninety (90) days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statues, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance with the priority of interests in each Unit. If it is determined to repair and rebuild, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all Unit Owners to the extent that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

13. INSURANCE. For purposes of the insurance coverage "Property" shall be defined as including without limitation the land on which the building is located; common roads, drives, walkways; open areas as shown in the Plat; water system lines, utility services; public utility lines; master television cable or antenna and line, if any; the landscaping comprising or which may comprise the condominium Property, all Buildings and the Units, and upgrades and improvements they contain, including but not limited to the bearing walls, floors, and ceilings, (including interior surfaces and including drywall) thereof which form the outer boundaries of each Unit, all fixtures, counter-tops, cabinets, roofs, foundations, entrances, and exits,

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pipes, ducts, electrical wiring, sewer laterals, outside walls, girders, beams and support and structural parts of the building and all other elements of the building, except for the contents of the individual Unit Owners, which shall be the Unit Owners sole responsibility to insure.

The Board shall obtain and maintain insurance for the Buildings, including all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, against loss or damage by fire and such hazards for not less than full replacement value of the Property insured, with code upgrades, without deduction for depreciation. The Board of Directors shall review, at least annually, the insurance coverage to insure it meets the requirements of full insurable value as stated herein above. The insurance shall also cover the replacement of interior walls, heating, and air conditioning Units, electrical wires and conduit, plumbing pipes, and heating and air-conditioning duct work in the interior and exterior walls. The insurance shall be obtained in the name of the Association. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right to subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents, and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit Owner of the Association or their servants, agents, and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time.

Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense.

In the event of partial or total destruction of Common Elements and the repair or reconstruction of same in accordance with Section 12 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale shall be distributed to the Unit Owners and their mortgages, if any, as their respective interests may appear, in the manner provided by the Act.

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

13.1.1 Worker's compensation insurance;

13.1.2 Liability insurance providing coverage in an amount not less than one million dollars ($1,000,000) per occurrence for injury, including death,

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and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

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

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

13.1.5 Such other insurance, including cyber or automobile insurance, as it deems necessary.

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

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

13.3.1 The personal property within the Unit;

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

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

13.3.4 Special perils contents coverage; and

13.3.5 Sewer backup and sump pump failure coverage.

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14. LIABILITY FOR COMMON EXPENSES.

14.1 General Conditions. The costs of administration of the Association, common element insurance, repair maintenance and other expenses of the Common Elements and facilities pursuant to Section 11.2 here including common services provided to the Unit Owners such as common lighting, grass cutting for Common Elements, snow removal, repair and maintenance of drives, and common utilities and water service, shall be paid for by the Association. The Association shall make assessments against the Unit Owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the common and limited Common Elements and facilities relating to each Unit, in the manner provided in the By-Laws of the Association. No Unit Owner may exempt himself or his Unit Ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements and facilities or services or by abandonment of his Unit; and no conveyance shall relieve the Unit Owner/grantor or his Unit of such liability, and be shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his Unit have been paid.

All assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties, interest and collection costs, all of which may be added to and become a part of the lien and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

15. PARTITION. SUBDIVISION; CONVERSION TO CONDOMINIUM.

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

15.2 Subdivision; Condominium Conversion. No Unit may be subdivided or separated.

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16. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

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

17. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

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

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

17.3 Rights of Ingress and Egress. Each Unit Owner shall have an unrestricted right of ingress and egress to and from his or her Unit and common areas, that shall be perpetual and pass with the Unit upon transfers of ownership.

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17.4 Binding Effect. All easements and rights described in this Section 17 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the Association, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association's Board of Directors shall have the authority to execute and record all documents necessary to carry out the intent of this Section 17.

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

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

18.1.1 Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 18.1 above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

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

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interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

18.2 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed 88 a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, and with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach. No waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

19. AMENDMENTS TO DECLARATION. Except as otherwise provided by the Act with respect to termination of the condominium form of ownership and except as provided in Section 5 herein, this Declaration may be amended with the written consent of Unit Owners with at least seventy-five percent (75%) of the aggregate voting percentage in the Association, and their first mortgagees, if any, to the extent set forth in the Act. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at the address on file with the Association.

20. NOTICES. All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All owners shall provide the Secretary of the Association with a physical and electronic address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving or notice by mailing it or having it delivered personally or electronically to such address as is on file with him.

21. RESIDENT AGENT. The Resident Agent for the Condominium shall be the Association's registered agent, which designation shall be filed with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the Association's registered agent is Frank Hozeny, 700 Larry Ct., Waukesha, WI 53186. At the time of recording this Restated Declaration, the Association's registered agent is Elite Properties, Inc., 700 Larry Court, Waukesha, WI 53186.

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22. MORTGAGEE RIGHTS.

22.1 The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in HAWKS RIDGE CONDOMINIUMS ("Mortgagee"), upon the submission of a request to the Association in writing, delivered to the Resident Agent, shall be entitled to receive notice from the Association of the following matters:

22.1.1 Written notice as to any default or delinquency in the performance by the individual Unit Owner who is in the Mortgagee's mortgagor as to any obligation under condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to said mortgagor;

22.1.2 Written notice of the call of any meeting of the membership or Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles of Incorporation or the Association, or the By-Laws of the Association in any material request. A change to any of the following is considered material hereunder:

22.1.2.1 voting rights;

22.1.2.2 assessments, assessment liens, or the priority of assessment liens;

22.1.2.3 reserves for maintenance and repairs;

22.1.2.4 responsibility for maintenance and repairs

22.1.2.5 reallocation of interests in the common or Limited Common Elements;

22.1.2.6 redefinition of any Unit boundaries;

22.1.2.7 insurance or fidelity bond;

22.1.2.8 leasing of Units;

22.1.2.9 imposition of any restriction on a Unit Owner's right to sell or transfer his or her Unit;

22.1.2.10 restoration or repair of Hawks Ridge Condominium hazard damage or partial condemnation in manner other than that specified in the Declaration;

22.1.2.11 any action to terminate the legal status of Hawks Ridge Condominiums substantial destruction or condemnation occurs; or

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22.1.2.12 any provisions contained in the Declaration that expressly benefit mortgage holders, insurers or guarantors.

22.1.3 Written notice of any damage or destruction to the Common Elements of the condominium, which is in an aggregate amount exceeding Fifty Thousand and 00/100 Dollars ($50,000.00), at such time as such damage of destruction is known to the Board of Directors.

22.1.4 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

22.1.5 Written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

22.2 Except as provided by the act in the case of damage to or destruction of all or any part of the Property, or changing percentages of ownership, the Association shall not, unless the Mortgagees of at least seventy five percent (75%) of the Units (including therein any Units which are not mortgaged) have given their prior written consent.

22.2.1 Change the undivided percentage interest in the Common Elements of the condominium appurtenant to any Unit, or the manner of making assessments for common expenses based upon such percentage.

22.2.2 Partition or subdivide any Unit or Common Elements of the condominium except that with respect to conversion of Units to condominium form of ownership pursuant to Section 15 herein, approval of the Mortgagees of all affected Units need only be obtained.

22.2.3 By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the Common Elements of the condominium.

22.3 To be entitled to receive notification as provided for herein, the Mortgagee must send a written request to the Resident Agent of the Association, stating its name, address and the Unit number or address and the Unit number or address on which it has a mortgage, insurance policy or guaranty.

23. NUMBER AND GENDER. Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

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

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

26. ARBITRATION. All claims, disputes, and other matters in question arising out of or relating to this Declaration shall be subject to Section 18.1, above.

This First Amended and Restated Condominium Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

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IN WITNESS WHEREOF, the Association has executed this First Amended and Restated Condominium Declaration for Hawks Ridge Condominiums this 28th day of January, 2026.

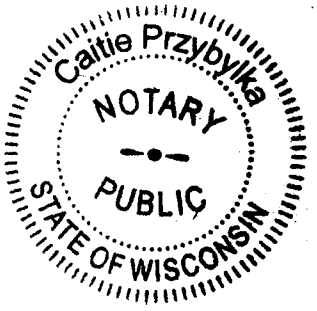
HAWKS RIDGE CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Angie Walker, (President)
Angie Walker (Print)

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

This document was acknowledged before me by Angie Walker, as President of Hawks Ridge Condominium Association, Inc. on this 28th day of January, 2026.

Caitie Przybylka
Notary Public, State of Wisconsin
Name: Caitie Przybylka
My Commission Expires: 02-05-2029



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ATTEST:

Hawks Ridge Condominium Association, Inc., a Wisconsin Non-Stock Corporation,

By: Mary C Koehler (Secretary)
Mary C Koehler (Print)

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

This document was acknowledged before me by Mary Koehler, as Secretary of Hawks Ridge Condominium Association, Inc. on this 28th day of January 2026.

Caitie Przybylka
Notary Public, State of Wisconsin
Name:
Caitie Przybylka
My Commission Expires:
02-05-2029

This instrument was drafted by:
Lydia J. Chartre, Esq.
Kaman & Cusimano
111 E. Kilbourn Avenue, Suite 1700
Milwaukee, WI 53202

Caitie Przybylka NOTARY PUBLIC STATE OF WISCONSIN

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EXHIBIT A
Legal Description

Units 1-8 in Building 1, Units 1-8 in Building 2, Units 1-8 in Building 3, Units 1-8 in Building 4 in the Hawks Ridge Condominium(s) created by a "Declaration of Condominium" recorded on February 28, 2003, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 2942636, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Village of Mukwonago, County of Waukesha, Wisconsin. Excepting therefrom those lands conveyed in Warranty Deed recorded as Document No. 4264751.

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EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
MUKV1963999017	360 E. Veterans Way, Unit 1
MUKV1963999018	360 E. Veterans Way, Unit 2
MUKV1963999019	360 E. Veterans Way, Unit 3
MUKV1963999020	360 E. Veterans Way, Unit 4
MUKV1963999021	360 E. Veterans Way, Unit 5
MUKV1963999022	360 E. Veterans Way, Unit 6
MUKV1963999023	360 E. Veterans Way, Unit 7
MUKV1963999024	360 E. Veterans Way, Unit 8
MUKV1963999025	370 E. Veterans Way, Unit 1
MUKV1963999026	370 E. Veterans Way, Unit 2
MUKV1963999027	370 E. Veterans Way, Unit 3
MUKV1963999028	370 E. Veterans Way, Unit 4
MUKV1963999029	370 E. Veterans Way, Unit 5
MUKV1963999030	370 E. Veterans Way, Unit 6
MUKV1963999031	370 E. Veterans Way, Unit 7
MUKV1963999032	370 E. Veterans Way, Unit 8
MUKV1963999033	340 E. Veterans Way, Unit 1
MUKV1963999034	340 E. Veterans Way, Unit 2
MUKV1963999035	340 E. Veterans Way, Unit 3
MUKV1963999036	340 E. Veterans Way, Unit 4
MUKV1963999037	340 E. Veterans Way, Unit 5
MUKV1963999038	340 E. Veterans Way, Unit 6
MUKV1963999039	340 E. Veterans Way, Unit 7
MUKV1963999040	340 E. Veterans Way, Unit 8
MUKV1963999041	350 E. Veterans Way, Unit 1
MUKV1963999042	350 E. Veterans Way, Unit 2
MUKV1963999043	350 E. Veterans Way, Unit 3
MUKV1963999044	350 E. Veterans Way, Unit 4
MUKV1963999045	350 E. Veterans Way, Unit 5
MUKV1963999046	350 E. Veterans Way, Unit 6
MUKV1963999047	350 E. Veterans Way, Unit 7
MUKV1963999048	350 E. Veterans Way, Unit 8

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3382237

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

05-01-2006 9:11 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 4.00
REC. FEE-CD: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 1

WC3382237-001

STATUTORY RESERVE ACCOUNT STATEMENT

Re: Hawks Ridge Condominiums
Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Hawks Ridge Condominiums, Inc Condominium", dated the 20 day of February, 2003 and recorded the 28 day of February, 2003 in the Office of the Register of Deeds for Waukesha County, Wisconsin, in (Reel)(Vol.)_____ of Records, at (Images) (Pages) _____ through _____, as Document No. 2942636 and by a Condominium Plat (hereinafter "Condominium").

The Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective 5/1/06, _____. This determination is made by the ~~(Declarant)~~ (Association with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by:
HAWKS RIDGE CONDOMINIUMS WILL USE A NON STATUTORY RESERVE ACCOUNT AND SUCH OTHER MEANS AS ARE AVAILABLE TO IT BY LAW.

Recording Area

Name and Return Address
Prospect Management Company
5645 N Green Bay Ave
Glendale WI 53209

Parcel Identification Number (PIN)

Dated this 28 day of April 2006.

Mary McLeod
* Mary McLeod
Title: President, Hawks Ridge Condominiums, Inc

* _____
Title: _____

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

_____

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
Milwaukee County.)
Personally came before me this 28 day of April, 2006, the above named
Mary McLeod
to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: 1/20/08.)

*Names of persons signing in any capacity should be typed or printed below their signature.

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