CORRECTION INSTRUMENT FOR THIRD AMENDED AND RESTATED DECLARATION

DOC # 11617981
RECORDED
07/13/2026 06:01 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

THE VILLAS CONDOMINIUM

Record this document with the Register of Deeds

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

(See Exhibit B for Parcel Numbers)
Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

CORRECTION INSTRUMENT
(FOR AN ERROR OTHER THAN A LEGAL DESCRIPTION ERROR)

The undersigned, Lydia J. Chartre, being first duly sworn, depose(s), state(s) and warrant(s), that:

1. This correction instrument is to correct or amend that certain Third Amended and Restated to Declaration of Restrictions and Covenants for The Villas Condominium recorded in the Office of the Register of Deeds for Milwaukee County on April 27, 2026, as Document No. 11595957, a true and correct copy of which is attached as **Exhibit 1** ("Recorded Document").

2. The *Grantor and Grantee* on the Recorded Document is: The Villas Condominiums, Inc.

3. The undersigned is:

☐ the grantor on the Recorded Document	☐ the grantee on the Recorded Document
☒ the person who drafted the Recorded Document	☐ the person who acted as the settlement agent in the transaction that is the subject of the Recorded Document

4. The Recorded Document contained the following type of error:

☐Party's Name	☐Party's Marital Status	☐The date on which the conveyance was executed	☐ Identification of property as homestead or non-homestead
☐ Lack of Mortgagee consent/subordination	☒Tax parcel number	☐ Identity of drafter	☐Recording data referenced
☐Nature/purpose of instrument	☐ Title of Conveyance	☐ Acknowledgment/ Authentication	☐ Disclaimer by Grantee

5. The Recorded Document is corrected or amended as follows: Adding of missing tax key numbers.

6. This Correction Instrument is being recorded in accordance with §706.085, Wis. Stats., and should be recorded and indexed against the property described on **Exhibit 2** attached hereto and in the appropriate grantor/grantee index.

7. Pursuant to §706.085(2)(c), Wis. Stats., the undersigned certifies that a copy of this document has been mailed by 1st class mail to all parties to the transaction that was the subject of the Recorded Document, as follows:

   - Grantor Address: c/o Kaman & Cusimano, LLC, 111 East Kilbourn Avenue, Suite 1700, Milwaukee WI 53202
   - Grantee Address: c/o Kaman & Cusimano, LLC, 111 East Kilbourn Avenue, Suite 1700, Milwaukee WI 53202

Dated as of July 7, 2026

Lydia J. Chartre

Lydia J. Chartre

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) **SS**
COUNTY OF MILWAUKEE)

Signed and sworn to before me on July 7, 2026, the above named Lydia J. Chartre, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Kelly Wanderer
Notary Public, State of Wisconsin
My commission expires

KELLY S. WANDERER NOTARY PUBLIC STATE OF WISCONSIN

Drafted by:
Lydia J. Chartre, Esq.
Kaman & Cusimano, LLC

EXHIBIT 1 – RECORDED DOCUMENT

SEE ATTACHED

THIRD AMENDED AND RESTATED DECLARATION

DOC # 11595957
RECORDED
04/27/2026 06:01 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

THE VILLAS CONDOMINIUM

Record this document with the Register of Deeds

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

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

THIRD AMENDED AND RESTATED CONDOMINIUM DECLARATION OF THE VILLAS CONDOMINIUM

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THIRD AMENDED AND RESTATED CONDOMINIUM DECLARATION

OF

THE VILLAS CONDOMINIUM

THIS THIRD AMENDED AND RESTATED CONDOMINIUM DECLARATION of The Villas Condominium (the "Condominium") is made as of the _____ day of _____, 2026, pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act"), by the members of The Villas Condominiums, Inc., a Wisconsin non-stock corporation (the "Association").

WITNESSETH:

WHEREAS, the Villas Condominium (the "Condominium") is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin;

WHEREAS, the Condominium was established pursuant to the Condominium Declaration of The Villas Condominium recorded on December 17, 2003 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 8702358, as amended by the First Amendment to Condominium Declaration of The Villas Condominium recorded on November 4, 2005 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 9124816, and as further amended by the Second Amendment and Amended and Restated Condominium Declaration recorded on July 16, 2019 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 10888894 (said declaration and amendments prior to the date hereof shall hereinafter be referred to as the "Original Declaration");

WHEREAS, the Condominium consists of a certain parcel of real estate located in the City of Franklin, Milwaukee County, Wisconsin, as described in the Condominium Plat (as amended, the "Plat"), which real estate has previously been submitted and subjected, together with all buildings, structures, improvements and other permanent fixtures thereon, and all rights and privileges belonging or in any way appertaining thereto to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, as amended from time to time (the "Act");

WHEREAS, the Association desires to further amend the Plat to show the Condominium as-built, depicted on the Second Addendum to the Condominium Plat attached hereto as Exhibit C;

WHEREAS, the Association further 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

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WHEREAS, pursuant to Section 19 of this Declaration and Section 703.09 of the Wisconsin Statutes, the Association may amend the Declaration upon the written consent of at least two-thirds (2/3) of the unit owners and their respective first mortgagee(s);

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.

1. STATEMENT OF DECLARATION.

The purpose of this Third Amended and Restated Declaration (herein after "Declaration") is to confirm that the lands hereinafter described, and the improvements constructed or to be constructed thereon are subject to the condominium form of ownership in the manner provided by the Act and this Declaration.

This Condominium is subject to use restrictions as provided by this Declaration and corresponding By-Laws for The Villas Condominiums, Inc.

The real property described in Section 3 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred as "the Property") have been submitted to the condominium use and ownership as provided in the Act and this Declaration and which Property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS.

The real estate described in Section 3 and all buildings and improvements thereon and thereto shall be known as "THE VILLAS CONDOMINIUM" (the "Condominiums"). The Condominium is located on Villa Drive, Patricia Court and Susanna Court between 35th Street and 27th Street in the City of Franklin, Milwaukee County, Wisconsin and as more fully described on the Condominium Plat..

3. LEGAL DESCRIPTION.

The real estate, which is legally described on the Condominium Plat, the First Addendum to the Condominium Plat, and the Second Addendum to the Condominium Plat, are hereby subjected to the provisions of this Amended and Restated Declaration. The Condominium Plat, First Addendum to Condominium Plat and

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Second Addendum to Condominium Plat are hereinafter collectively referred to as the "Condominium Plat."

4. DESCRIPTION OF UNITS.

4.1 Number. The Condominium shall consist of a total of ninety (90) condominium units located in forty-five (45) buildings as shown and described in the Condominium Plat.

4.2 Boundaries. Each unit shall be described as more fully set forth on the Condominium Plat. The units are intended for residential use only, and shall be comprised of one or more cubicles of air at one or more levels of space located within buildings, having outer boundaries as follows:

a) Perimetrical Boundaries. The perimetrical boundaries shall be the exterior surface of the drywall of the perimeter walls of the unit and attached garage, extended to an intersection with the upper and lower boundaries. The doors, door frames, garage door, windows, and window frames, including all glass, of a unit shall be considered a part of the unit.

b) Lower Boundary. The lower boundary of each unit shall be the upper surface of the unfinished floor of the lower level of the unit, extended to an intersection with the perimetrical boundaries.

c) Upper Boundary. The upper boundary of each unit shall be the upper surface of the ceiling above the highest level of living area, extended to an intersection with the perimetrical boundaries.

It is intended that the surface of each plane described above (be it drywall, wallpaper, paneling, tiles, carpeting, or otherwise covered) is included as part of each defined unit, as well as all fixtures, equipment, pipes, ducts, electrical wiring, appurtenances, and improvements contained in or serving a single unit.

4.3 Identification. The units are designated by identifying number as shown on the Condominium Plat. The unit designations, locations and floor plans for the units are as set forth in the Condominium Plat. The approximate dimensions of the floor area of each unit, and further details identifying and describing the units shall be as set forth in the Condominium Plat.

The buildings are located on the real estate as indicated on the Plat.

5. BUILDINGS AND RESTRICTIONS.

Building Restrictions. There are 45 buildings which are constructed on the real estate described in Section 3 above. Each building contains two units and each unit

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includes a two (2) or three (3) car garage. Each building, as originally constructed, will be constructed principally with a floor and roof truss framing system with the exterior comprised of hardy plank board, stucco and brick. Each building constructed on the property shall in each instance comply with each of the following conditions and restrictions:

5.1 Improvements. Each unit shall be defined, constructed and used as a single residential unit as shown on the Condominium Plat and there shall be no further division thereof. Any garage, other improvements, paved areas, accessory systems or equipment serving the unit or the unit garage shall be located as shown on the Condominium Plat.

5.2 Residential Use. All units shall be used for residential purposes only. No residential unit shall be erected, altered or placed within The Villas Condominium other than type of buildings approved by the City of Franklin, Wisconsin not to exceed two stories in height, including an enclosed parking garage accommodating parking for 2 or 3 vehicles for each unit. No other accessory buildings shall be constructed to serve a unit without prior written consent of the Association, operating through its Board of Directors (described hereinafter).

5.3 Garages and Storage. All units shall include separate private parking garages attached to the condominium unit as described on the Condominium Plat.

5.4 Fences. No fences are allowed to be constructed or erected within The Villas Condominium, except as shown on the Condominium Plat and with the prior written consent of the Association, operating through its Board of Directors.

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, as originally built. 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. 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, operating through its Board of Directors.

5.6 Maintenance. To maintain a quality and pleasant appearance of the Condominium, the Association, operating through its Board of Directors, shall maintain the exterior of the buildings in a condition that shall not detract from the Condominium. All exterior paint, siding, roofing, etc., shall be maintained, painted, replaced and kept in good, clean, sanitary and attractive condition. The Association, operating through its Board of Directors, shall perform such work on a building and the costs thereof shall be a common expense of the Association. If a unit owner causes the exterior to be in a condition that does not comply with the standards in this Section, the Association, operating through its Board of Directors, shall charge the

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owner(s) of the unit in non-compliance for the maintenance and/or repairs. In the event that a unit owner does not pay within fourteen (14) days of receiving the invoice for the maintenance and/or repairs, the Association, operating through its Board of Directors, may lien and assess the unit owners as set forth in the By-Laws for the cost and encumber the non-conforming unit owner's title, until paid in full.

6. COMMON ELEMENTS.

6.1 Description. The common elements shall consist of all of The Villas Condominium except the individual units. The common elements include, without limitation, the following: the land on which the building is located; common roads; driveways; aprons; walkways; front porches and stoops; storm water retention facilities, including the maintenance of storm water management systems and other open areas as shown on the Condominium 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; roofs; foundations; attic structural components; sewer laterals; common meeting rooms; outside walls, girders, beams and support and structural parts of the buildings. The repair and maintenance of the common elements shall be the responsibility of the Association.

Each Unit Owner shall have an undivided ownership interest in the common elements of The Villas Condominium. Said ownership interest is identified in Section 8 of 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 soundproofing of common walls between units, and provided further that the common elements and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owner, and the Association of Unit Owners (hereinafter described) for the installations, maintenance and repair of the common utility services in and on any part of the common elements or units.

6.3 Signage. No sign of any kind shall be displayed to the public view on or from any Unit or the Common or Limited Common Elements without prior consent of the Board of Directors or as specifically allowed in the Rules and Regulations. However, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a Unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior

to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

6.4 Landscaping Beds. Unit owners may use and plant the landscaping beds appurtenant to their units, provided that such use is consistent with the overall landscaping plan established by the Association, and any such use shall not block drainage easements or cause irregularities in the drainage of the lands defined on the Condominium Plat. The Association, operating through its Board of Directors, reserves the right to require the unit owner to return the landscaping bed to the condition in which it previously existed if; (i) the unit owner shall fail to properly maintain the landscaping bed; or (ii) the unit owner is selling the unit. The Association, operating through its Board of Directors, reserves the right to establish additional rules and regulations governing the use of the landscaping beds.

7. LIMITED COMMON ELEMENTS.

7.1 Description. Certain common elements shall be limited common elements 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. The limited common elements consist of the patios and decks appurtenant to a unit and located at the back of the unit. The repair and maintenance of the limited common elements shall be the responsibility of the unit owner.

7.2 Use. The limited common elements shall be used exclusively by the owner of such unit to which the limited common element is appurtenant only and no other unit owner or occupant shall use, obstruct, or damage in any way the limited common element, or permit such, in any manner. The maintenance, repair, and replacement of the limited common elements shall be the responsibility of the unit owner.

8. OWNERSHIP OF UNIT AND PERCENT OF OWNERSHIP IN COMMON ELEMENTS.

Each unit owner shall own a fee simple interest in his or her condominium unit. Ownership or transfer of a unit by land contract is strictly prohibited. Each unit owner shall also own an undivided interest in the common elements as a tenant in common with all other unit owners. Except as otherwise limited by this Declaration, unit owners and occupants shall have the right to use and occupy the common elements 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 relating to each unit and its owner for all purposes, including ownership, voting and proportionate payment of common expenses, shall be a percentage equal to one

divided by the total number of units. Accordingly, each unit owner shall have an ownership interest in the common elements equal to 1.111% (1/90).

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 The Villas Condominiums, Inc. (herein "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 shall be 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 the rules, regulations, duties and obligations of this Declaration and By-Laws and any rules and regulations of the Association.

(a) All claims against the Association or any Board member must be brought within one year of the date that the unit owner knew or should have known of the underlying facts giving rise to the claim. Prior to proceeding with any claim, all parties agree to the use of a mediator to resolve such claims prior to taking further legal action. With both sides paying half of the mediator cost and fees.

(b) The association may assess a fine to a unit owner for a unit owner, resident or guest failing to abide by the condominium documents.

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 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 of the Association.

9.3 Association Personnel. The Association, operating through its Board of Directors, 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, operating through its Board of Directors, may contract for common services or utilities as may be required for each unit.

9.5 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any Rules or Regulations affecting The Villas Condominiums, Inc. 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 The Villas Condominium. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor. Association documents shall be retained per Wisconsin Statute 703.20. See Rules and Regulations for document retention policy.

10. RESIDENTIAL PURPOSE.

The condominium units are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws of the Association.

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, clean, sanitary, and attractive condition and repair. Each unit owner 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 maintenance, repair, and replacement of the interior lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposals, laundry equipment (such as washers and dryers), ranges, plumbing fixtures, doors, door frames, garage door, windows including the glass, window frames, pipes, ducts, electrical wiring and or other equipment, fixtures, appurtenances, and improvements which may be in or connect with the unit.

11.2 Limited Common Elements and Common Elements.

(a) Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his unit, which includes but is not limited to deck and patios, as defined in good, clean, sanitary and attractive condition and repair. In the event the unit owner fails or neglects to maintain such limited common elements or keep them in good, clean, sanitary and attractive condition and repair, the Association, operating through its Board of Directors, may accomplish necessary repairs and maintenance and assess the respective unit owner for the costs and expenses thereof, after thirty (30) days written

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notice of the unit owner, giving the unit owner the opportunity to perform the needed maintenance or repair within such thirty (30) day period.

(b) Common Elements. The Association, operating through its Board of Directors, shall be responsible for the management and control of the common elements 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 repair, maintenance, replacement, cleaning, and painting of the common elements; snow removal for driveways, aprons, walkways, and front stoops and porches; grass cutting and mowing; the maintenance and repair of the storm water management facilities; and landscape maintenance, all as is more fully set forth in the By-Laws. Notwithstanding the foregoing, each unit owner shall be responsible for replacing the light bulbs in the exterior lighting fixtures appurtenant to his or her unit. All expenses of maintenance of the common elements and facilities shall be a common expense of the Association.

The Association, operating through its Board of Directors, shall have the authority over all additions, improvements and alterations to the common elements and limited common elements. In the event any repair or maintenance of the common elements is necessitated by reason of negligence or misuse by a unit owner or 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, operating through its Board of Directors, may enter any unit at reasonable times and under responsible conditions when necessary in connection with any 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. 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 Pertaining to Structural Changes by Owner. A unit owner shall not, without first obtaining the written consent of the Association, operating through its Board of Directors, and the City of Franklin, 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 which would impair any easements or hereditament, without the prior written consent of the Association, operating through its Board of Directors.

11.5 Unit Owner's Rights Pertaining to Interiors. Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise

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refurnish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his 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 the common walls.

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 shall be undertaken by the Association, operating through its Board of Directors, utilizing available insurance proceeds. Any reconstruction or repair shall, as far as reasonably practicable, be made in accordance with the maps, plans and specifications used in the original construction of the damaged units, unless (a) the unit owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the units, the unit owners of the damaged units authorize the variance. In the event that a variance is authorized from the maps, plans and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

(a) If destruction is caused by unit owner actions or inactions result in the loss of cause or a claim the unit owner is required to pay the associations deductible.

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 $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 of 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 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 Statutes, providing for the 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 interests in each unit. If it is determined to repair or rebuild, all costs or repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association, operating through its Board of Directors, shall have the right to

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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.

13.1 Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

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

(a) Worker's compensation insurance;

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

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

(d) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount recommended by the Association's insurance provider, 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

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

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

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

(a) The personal property within the Unit;

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

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

(d) Special perils contents coverage; and

(e) Sewer backup and sump pump failure coverage.

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 herein, including, without limitation, common services provided to the unit owners such as common lighting; grass cutting for common elements; snow removal, repair and maintenance of driveways, aprons, walkways, front stoops and porches; maintenance of the storm water management facilities; common utilities and water service shall be paid for by the Association. The Association, operating through its Board of Directors, 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

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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 he 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.

15. PARTITION, SUBDIVISION.

15.1 Partition. There shall be no partition of the common elements and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Amended and Restated Declaration, until this Amended and Restated 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. No unit may be subdivided or separated.

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

The percentage of the undivided interest in the common and limited common elements 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 ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common elements, 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.

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17.2 Encroachments. In the event 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 hereafter encroach upon any part of any unit or any part of any part; or any part of a unit encroaches or shall hereafter encroach upon any part of the common elements and facilities or the 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 and 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 unit and common elements, that shall be perpetual and pass with the unit upon transfers of ownership.

17.4 Binding Effect. All easement 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 and be binding on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association, by and through its Board of Directors, shall have the authority to execute and record all documents necessary to carry out the intent of the Section 17.

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

18.1 Rights of Action. If any unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association, operating through its Board of Directors, or any other unit owner may sue such unit owner for damages caused by the failure or injunctive relief, such unit owner shall be responsible for any and all legal fees incurred by the Association. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association.

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 institute any action, shall not be construed as a waiver or 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

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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 by the Association, operating through its Board of Directors.

19. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended with the written consent of unit owners with at least two-thirds (2/3rds) of the aggregate voting percentage of the Association. A unit owner's written consent is not effective unless it is approved in writing by the first mortgagee of the unit or the holder of an equivalent security interest, 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 Milwaukee County and copy of this 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 interest therein. All owners shall provide the Secretary of the Association with an address and an email address for the mailing or service of any notice or other documents and the Secretary of the Association shall be deemed to have discharged his duty with respects to the giving of notice by mailing it or having it delivered personally 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, as stated on file with the Wisconsin Department of Financial Institutions. The Association's registered agent at the time of recording this Second Amended and Restated Declaration is Ogden & Company, Inc. at 1665 N. Water St, Milwaukee, WI 53202.

22. MORTGAGEE RIGHTS.

22.1 The holder, insurer or guarantor of any first mortgage fora unit in The Villas Condominium ("Mortgagee"), upon the submission of a request to the Association in writing, delivered to the Resident Agent or Board of Directors, shall be entitled to receive notice from the Association of the following:

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22.2 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 a written notice of said default or delinquency by the Association to said mortgagor;

22.3 Written, or electronic 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 of the Association, or the By-Laws of the Association in any material request. A change to any of the following is considered material hereunder:

a) voting rights;

b) assessments, assessment liens, or the priority of assessment liens;

c) reserves for maintenance and repairs;

d) responsibility for maintenance and repairs;

e) reallocation of interests in the common or limited common elements;

f) redefinition of any unit boundaries;

g) insurance or fidelity bonds;

h) leasing of units;

i) imposition of any restriction on a unit owner's right to sell or transfer his or her unit;

j) a decision by the Association to establish self-management;

k) restoration or repair of The Villas Condominium in a manner other than that specified in the Declaration;

l) any action or omission to serving to abandon or terminate the legal status of The Villas Condominium whether after substantial destruction or condemnation or otherwise or;

m) any provisions contained in the Amended and Restated Declaration that expressly benefit mortgage holders, insurers or guarantors.

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22.4 Written notice of any damage or destruction to the common elements of the condominium, which is in aggregate amount exceeding $50,000.00, at such time as the damage or destruction is known to the Board of Directors.

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

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

22.7 Except as provided in 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 two-thirds (2/3) of the units (including therein any units which are not mortgaged) have given their prior written consent.

22.8 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for the common expenses based upon such percentage.

22.9 Partition or subdivide any unit or the 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.

22.10 By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium.

23 OWNER CLAIMS: MEDIATION REQUIREMENTS.

23.1 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 mediation, with Resolute Systems, Inc. or such other mediator or mediation facility agreed to by the parties, or by the chief judge of the county if the parties can't agree on a mediator 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 mediation. Such claims must be commenced with the mediator 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. With respect to any claim against the Association, the claim shall be limited to general damages; all unit owners and residents waive any claim for consequential or incidental damages.

23.2 Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated as

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set forth above, the Association is entitled to recover its pre-mediation attorney's fees and costs if it is ultimately the prevailing party.

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

24. NUMBER AND GENDER.

Whenever used herein, unless the content 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.

25. 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.

26. SEVERABILITY.

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

This Third Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than two-thirds (2/3) 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 Third Amended and Restated Declaration for this 17 day of April, 2026.

THE VILLAS CONDOMINIUMS INC., a Wisconsin non-stock corporation,

By: Jennifer Hilgendorf
Jennifer Hilgendorf, President
(Print Name)

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

This document was acknowledged before me by Jennifer Hilgendorf President of The Villas Condominiums Inc. on this 17 day of April, 2026.

Notary Public, State of Wisconsin
Name: Alex Cofta
My Commission Expires: 10-20-2029

ALEX COFTA NOTARY PUBLIC STATE OF WISCONSIN

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ATTEST:

THE VILLAS CONDOMINIUMS INC., a
Wisconsin Non-Stock Corporation,

By: Patricia L. Reidy
Patricia L. Reidy, Secretary
(Print Name)

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

This document was acknowledged before me by Micaela Biro-Rogers as Secretary of The Villas Condominiums Inc. on this 17th day of April, 2026.

Micaela Biro-Rogers
Notary Public, State of Wisconsin
Name: Micaela Biro-Rogers
My Commission Expires: 9/25/2029

MICAELA BIRO-ROGERS NOTARY PUBLIC STATE OF WISCONSIN

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

EXHIBIT A

Legal Description

Units 1-90 in The Villas Condominium(s) created by a "Declaration of Condominium" recorded on December 17, 2003, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 8702358, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Franklin, County of Milwaukee, Wisconsin.

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EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
809-0054-000	3406 WEST VILLA DRIVE
809-0055-000	8055 SOUTH PATRICIA COURT
809-0056-000	8049 SOUTH PATRICIA COURT
809-0057-000	8047 SOUTH PATRICIA COURT
809-0058-000	8033 SOUTH PATRICIA COURT
809-0059-000	8031 SOUTH PATRICIA COURT
809-0060-000	8019 SOUTH PATRICIA COURT
809-0061-000	8017 SOUTH PATRICIA COURT
809-0062-000	7995 SOUTH PATRICIA COURT
809-0063-000	7993 SOUTH PATRICIA COURT
809-0064-000	7983 SOUTH PATRICIA COURT
809-0065-000	7981 SOUTH PATRICIA COURT
809-0066-000	7979 SOUTH PATRICIA COURT
809-0067-000	7977 SOUTH PATRICIA COURT
809-0068-000	7984 SOUTH PATRICIA COURT
809-0069-000	7986 SOUTH PATRICIA COURT
809-0070-000	8000 SOUTH PATRICIA COURT
809-0071-000	8002 SOUTH PATRICIA COURT
809-0072-000	8026 SOUTH PATRICIA COURT
809-0073-000	8028 SOUTH PATRICIA COURT
809-0074-000	8042 SOUTH PATRICIA COURT
809-0075-000	8044 SOUTH PATRICIA COURT
809-0076-000	3342 WEST VILLA DRIVE
809-0077-000	3340 WEST VILLA DRIVE
809-0078-000	3296 WEST VILLA DRIVE
809-0079-000	3294 WEST VILLA DRIVE
809-1146-000	3262 WEST VILLA DRIVE
809-1147-000	3260 WEST VILLA DRIVE

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Tax Key	Street Address
809-1148-000	3228 WEST VILLA DRIVE
809-1149-000	3226 WEST VILLA DRIVE
809-1150-000	8037 SOUTH SUSANNA COURT
809-1151-000	8035 SOUTH SUSANNA COURT
809-1152-000	8013 SOUTH SUSANNA COURT
809-1153-000	8011 SOUTH SUSANNA COURT
809-1154-000	8009 SOUTH SUSANNA COURT
809-1155-000	8007 SOUTH SUSANNA COURT
809-1156-000	7989 SOUTH SUSANNA COURT
809-1157-000	7987 SOUTH SUSANNA COURT
809-1158-000	7975 SOUTH SUSANNA COURT
809-1159-000	7973 SOUTH SUSANNA COURT
809-1160-000	7970 SOUTH SUSANNA COURT
809-1161-000	7972 SOUTH SUSANNA COURT
809-1162-000	7994 SOUTH SUSANNA COURT
809-1163-000	7996 SOUTH SUSANNA COURT
809-1164-000	8022 SOUTH SUSANNA COURT
809-1165-000	8024 SOUTH SUSANNA COURT
809-1166-000	8046 SOUTH SUSANNA COURT
809-1167-000	8048 SOUTH SUSANNA COURT
809-1168-000	3126 WEST VILLA DRIVE
809-1169-000	3124 WEST VILLA DRIVE
809-1170-000	3187 WEST VILLA DRIVE
809-1171-000	3189 WEST VILLA DRIVE
809-1172-000	3221 WEST VILLA DRIVE
809-1173-000	3223 WEST VILLA DRIVE
809-1174-000	3255 WEST VILLA DRIVE
809-1175-000	3257 WEST VILLA DRIVE
809-1176-000	3088 WEST VILLA DRIVE
809-1177-000	3086 WEST VILLA DRIVE

Tax Key	Street Address
809-1178-000	3042 WEST VILLA DRIVE
809-1179-000	3040 WEST VILLA DRIVE
809-1180-000	2996 WEST VILLA DRIVE
809-1181-000	2994 WEST VILLA DRIVE
809-1182-000	2952 WEST VILLA DRIVE
809-1183-000	2950 WEST VILLA DRIVE
809-1184-000	2914 WEST VILLA DRIVE
809-1185-000	2912 WEST VILLA DRIVE
809-1186-000	2888 WEST VILLA DRIVE
809-1187-000	2886 WEST VILLA DRIVE
809-1188-000	2842 WEST VILLA DRIVE
809-1189-000	2840 WEST VILLA DRIVE
809-1190-000	2826 WEST VILLA DRIVE
809-1191-000	2824 WEST VILLA DRIVE
809-1192-000	2931 WEST VILLA DRIVE
809-1193-000	2933 WEST VILLA DRIVE
809-1194-000	2975 WEST VILLA DRIVE
809-1195-000	2977 WEST VILLA DRIVE
809-1196-000	3023 WEST VILLA DRIVE
809-1197-000	3025 WEST VILLA DRIVE
809-1198-000	3067 WEST VILLA DRIVE
809-1199-000	3069 WEST VILLA DRIVE
809-1200-000	3115 WEST VILLA DRIVE
809-1201-000	3117 WEST VILLA DRIVE
809-1202-000	3141 WEST VILLA DRIVE
809-1203-000	3143 WEST VILLA DRIVE

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Exhibit C

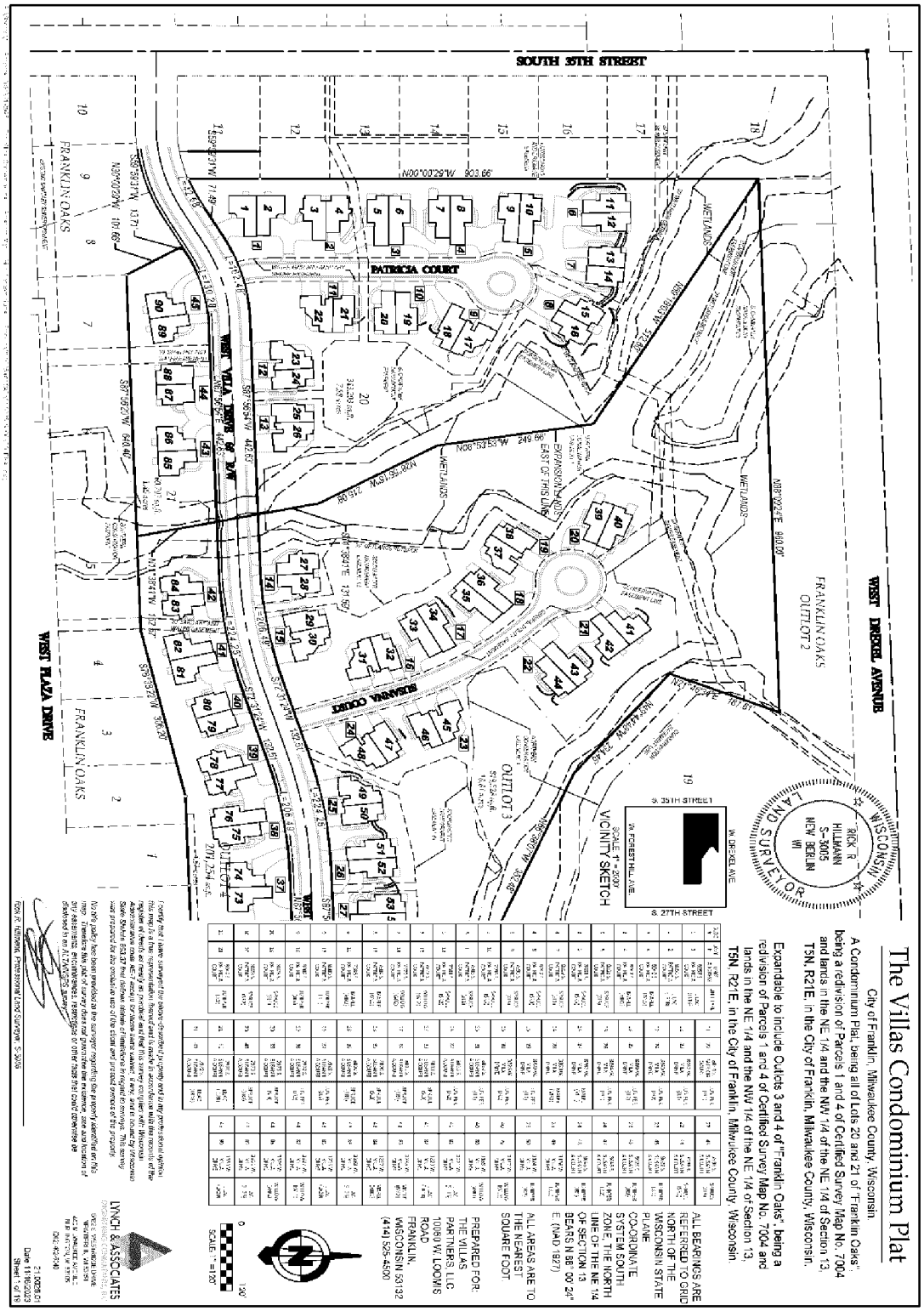
The Villas Condominium Plat
City of Franklin, Milwaukee County, Wisconsin
SOUTH 35TH STREET
WEST DREXEL AVENUE
PATRICIA COURT
SHARON COURT
WEST VILLA DRIVE
WEST PLAZA DRIVE
FRANKLIN OAKS OUTLOT 2
OUTLOT 3
EXPANSION AREA
EAST OF THIS LINE
WETLANDS
VICINITY SKETCH
S. 35TH STREET
S. 27TH STREET
W. FOREST HILL AVE
W. DREXEL AVE
WISCONSIN
RICK R. HILLMANN
S-3005
NEW BERLIN
WI
SURVEYOR
LYNCH & ASSOCIATES
SURVEYING & MAPPING CONSULTANTS
W231N1500 RIVER PARK DRIVE
WAUKESHA, WISCONSIN 53188
(262) 549-7340
Date 11/16/2023
Sheet 1 of 15

EXHIBIT 2 –ORIGINAL DOCUMENT WITH CORRECT EXHIBIT B

THIRD AMENDED AND RESTATED DECLARATION

THE VILLAS CONDOMINIUM

Record this document with the Register of Deeds

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

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

THIRD AMENDED AND RESTATED CONDOMINIUM DECLARATION OF THE VILLAS CONDOMINIUM

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THIRD AMENDED AND RESTATED CONDOMINIUM DECLARATION

OF

THE VILLAS CONDOMINIUM

THIS THIRD AMENDED AND RESTATED CONDOMINIUM DECLARATION of The Villas Condominium (the "Condominium") is made as of the _____ day of _____, 2026, pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act"), by the members of The Villas Condominiums, Inc., a Wisconsin non-stock corporation (the "Association").

WITNESSETH:

WHEREAS, the Villas Condominium (the "Condominium") is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin;

WHEREAS, the Condominium was established pursuant to the Condominium Declaration of The Villas Condominium recorded on December 17, 2003 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 8702358, as amended by the First Amendment to Condominium Declaration of The Villas Condominium recorded on November 4, 2005 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 9124816, and as further amended by the Second Amendment and Amended and Restated Condominium Declaration recorded on July 16, 2019 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 10888894 (said declaration and amendments prior to the date hereof shall hereinafter be referred to as the "Original Declaration");

WHEREAS, the Condominium consists of a certain parcel of real estate located in the City of Franklin, Milwaukee County, Wisconsin, as described in the Condominium Plat (as amended, the "Plat"), which real estate has previously been submitted and subjected, together with all buildings, structures, improvements and other permanent fixtures thereon, and all rights and privileges belonging or in any way appertaining thereto to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, as amended from time to time (the "Act");

WHEREAS, the Association desires to further amend the Plat to show the Condominium as-built, depicted on the Second Addendum to the Condominium Plat attached hereto as Exhibit C;

WHEREAS, the Association further 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

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WHEREAS, pursuant to Section 19 of this Declaration and Section 703.09 of the Wisconsin Statutes, the Association may amend the Declaration upon the written consent of at least two-thirds (2/3) of the unit owners and their respective first mortgagee(s);

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.

1. STATEMENT OF DECLARATION.

The purpose of this Third Amended and Restated Declaration (herein after "Declaration") is to confirm that the lands hereinafter described, and the improvements constructed or to be constructed thereon are subject to the condominium form of ownership in the manner provided by the Act and this Declaration.

This Condominium is subject to use restrictions as provided by this Declaration and corresponding By-Laws for The Villas Condominiums, Inc.

The real property described in Section 3 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred as "the Property") have been submitted to the condominium use and ownership as provided in the Act and this Declaration and which Property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS.

The real estate described in Section 3 and all buildings and improvements thereon and thereto shall be known as "THE VILLAS CONDOMINIUM" (the "Condominiums"). The Condominium is located on Villa Drive, Patricia Court and Susanna Court between 35th Street and 27th Street in the City of Franklin, Milwaukee County, Wisconsin and as more fully described on the Condominium Plat..

3. LEGAL DESCRIPTION.

The real estate, which is legally described on the Condominium Plat, the First Addendum to the Condominium Plat, and the Second Addendum to the Condominium Plat, are hereby subjected to the provisions of this Amended and Restated Declaration. The Condominium Plat, First Addendum to Condominium Plat and

Second Addendum to Condominium Plat are hereinafter collectively referred to as the "Condominium Plat."

4. DESCRIPTION OF UNITS.

4.1 Number. The Condominium shall consist of a total of ninety (90) condominium units located in forty-five (45) buildings as shown and described in the Condominium Plat.

4.2 Boundaries. Each unit shall be described as more fully set forth on the Condominium Plat. The units are intended for residential use only, and shall be comprised of one or more cubicles of air at one or more levels of space located within buildings, having outer boundaries as follows:

a) Perimetrical Boundaries. The perimetrical boundaries shall be the exterior surface of the drywall of the perimeter walls of the unit and attached garage, extended to an intersection with the upper and lower boundaries. The doors, door frames, garage door, windows, and window frames, including all glass, of a unit shall be considered a part of the unit.

b) Lower Boundary. The lower boundary of each unit shall be the upper surface of the unfinished floor of the lower level of the unit, extended to an intersection with the perimetrical boundaries.

c) Upper Boundary. The upper boundary of each unit shall be the upper surface of the ceiling above the highest level of living area, extended to an intersection with the perimetrical boundaries.

It is intended that the surface of each plane described above (be it drywall, wallpaper, paneling, tiles, carpeting, or otherwise covered) is included as part of each defined unit, as well as all fixtures, equipment, pipes, ducts, electrical wiring, appurtenances, and improvements contained in or serving a single unit.

4.3 Identification. The units are designated by identifying number as shown on the Condominium Plat. The unit designations, locations and floor plans for the units are as set forth in the Condominium Plat. The approximate dimensions of the floor area of each unit, and further details identifying and describing the units shall be as set forth in the Condominium Plat.

The buildings are located on the real estate as indicated on the Plat.

5. BUILDINGS AND RESTRICTIONS.

Building Restrictions. There are 45 buildings which are constructed on the real estate described in Section 3 above. Each building contains two units and each unit

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includes a two (2) or three (3) car garage. Each building, as originally constructed, will be constructed principally with a floor and roof truss framing system with the exterior comprised of hardy plank board, stucco and brick. Each building constructed on the property shall in each instance comply with each of the following conditions and restrictions:

5.1 Improvements. Each unit shall be defined, constructed and used as a single residential unit as shown on the Condominium Plat and there shall be no further division thereof. Any garage, other improvements, paved areas, accessory systems or equipment serving the unit or the unit garage shall be located as shown on the Condominium Plat.

5.2 Residential Use. All units shall be used for residential purposes only. No residential unit shall be erected, altered or placed within The Villas Condominium other than type of buildings approved by the City of Franklin, Wisconsin not to exceed two stories in height, including an enclosed parking garage accommodating parking for 2 or 3 vehicles for each unit. No other accessory buildings shall be constructed to serve a unit without prior written consent of the Association, operating through its Board of Directors (described hereinafter).

5.3 Garages and Storage. All units shall include separate private parking garages attached to the condominium unit as described on the Condominium Plat.

5.4 Fences. No fences are allowed to be constructed or erected within The Villas Condominium, except as shown on the Condominium Plat and with the prior written consent of the Association, operating through its Board of Directors.

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, as originally built. 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. 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, operating through its Board of Directors.

5.6 Maintenance. To maintain a quality and pleasant appearance of the Condominium, the Association, operating through its Board of Directors, shall maintain the exterior of the buildings in a condition that shall not detract from the Condominium. All exterior paint, siding, roofing, etc., shall be maintained, painted, replaced and kept in good, clean, sanitary and attractive condition. The Association, operating through its Board of Directors, shall perform such work on a building and the costs thereof shall be a common expense of the Association. If a unit owner causes the exterior to be in a condition that does not comply with the standards in this Section, the Association, operating through its Board of Directors, shall charge the

owner(s) of the unit in non-compliance for the maintenance and/or repairs. In the event that a unit owner does not pay within fourteen (14) days of receiving the invoice for the maintenance and/or repairs, the Association, operating through its Board of Directors, may lien and assess the unit owners as set forth in the By-Laws for the cost and encumber the non-conforming unit owner's title, until paid in full.

6. COMMON ELEMENTS.

6.1 Description. The common elements shall consist of all of The Villas Condominium except the individual units. The common elements include, without limitation, the following: the land on which the building is located; common roads; driveways; aprons; walkways; front porches and stoops; storm water retention facilities, including the maintenance of storm water management systems and other open areas as shown on the Condominium 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; roofs; foundations; attic structural components; sewer laterals; common meeting rooms; outside walls, girders, beams and support and structural parts of the buildings. The repair and maintenance of the common elements shall be the responsibility of the Association.

Each Unit Owner shall have an undivided ownership interest in the common elements of The Villas Condominium. Said ownership interest is identified in Section 8 of 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 soundproofing of common walls between units, and provided further that the common elements and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owner, and the Association of Unit Owners (hereinafter described) for the installations, maintenance and repair of the common utility services in and on any part of the common elements or units.

6.3 Signage. No sign of any kind shall be displayed to the public view on or from any Unit or the Common or Limited Common Elements without prior consent of the Board of Directors or as specifically allowed in the Rules and Regulations. However, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a Unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior

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to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

6.4 Landscaping Beds. Unit owners may use and plant the landscaping beds appurtenant to their units, provided that such use is consistent with the overall landscaping plan established by the Association, and any such use shall not block drainage easements or cause irregularities in the drainage of the lands defined on the Condominium Plat. The Association, operating through its Board of Directors, reserves the right to require the unit owner to return the landscaping bed to the condition in which it previously existed if; (i) the unit owner shall fail to properly maintain the landscaping bed; or (ii) the unit owner is selling the unit. The Association, operating through its Board of Directors, reserves the right to establish additional rules and regulations governing the use of the landscaping beds.

7. LIMITED COMMON ELEMENTS.

7.1 Description. Certain common elements shall be limited common elements 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. The limited common elements consist of the patios and decks appurtenant to a unit and located at the back of the unit. The repair and maintenance of the limited common elements shall be the responsibility of the unit owner.

7.2 Use. The limited common elements shall be used exclusively by the owner of such unit to which the limited common element is appurtenant only and no other unit owner or occupant shall use, obstruct, or damage in any way the limited common element, or permit such, in any manner. The maintenance, repair, and replacement of the limited common elements shall be the responsibility of the unit owner.

8. OWNERSHIP OF UNIT AND PERCENT OF OWNERSHIP IN COMMON ELEMENTS.

Each unit owner shall own a fee simple interest in his or her condominium unit. Ownership or transfer of a unit by land contract is strictly prohibited. Each unit owner shall also own an undivided interest in the common elements as a tenant in common with all other unit owners. Except as otherwise limited by this Declaration, unit owners and occupants shall have the right to use and occupy the common elements 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 relating to each unit and its owner for all purposes, including ownership, voting and proportionate payment of common expenses, shall be a percentage equal to one

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divided by the total number of units. Accordingly, each unit owner shall have an ownership interest in the common elements equal to 1.111% (1/90).

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 The Villas Condominiums, Inc. (herein "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 shall be 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 the rules, regulations, duties and obligations of this Declaration and By-Laws and any rules and regulations of the Association.

(a) All claims against the Association or any Board member must be brought within one year of the date that the unit owner knew or should have known of the underlying facts giving rise to the claim. Prior to proceeding with any claim, all parties agree to the use of a mediator to resolve such claims prior to taking further legal action. With both sides paying half of the mediator cost and fees.

(b) The association may assess a fine to a unit owner for a unit owner, resident or guest failing to abide by the condominium documents.

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 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 of the Association.

9.3 Association Personnel. The Association, operating through its Board of Directors, 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, operating through its Board of Directors, 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 and the By-Laws of the Association, the Condominium Plat, any Rules or Regulations affecting The Villas Condominiums, Inc. 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 The Villas Condominium. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor. Association documents shall be retained per Wisconsin Statute 703.20. See Rules and Regulations for document retention policy.

10. RESIDENTIAL PURPOSE.

The condominium units are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws of the Association.

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, clean, sanitary, and attractive condition and repair. Each unit owner 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 maintenance, repair, and replacement of the interior lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposals, laundry equipment (such as washers and dryers), ranges, plumbing fixtures, doors, door frames, garage door, windows including the glass, window frames, pipes, ducts, electrical wiring and or other equipment, fixtures, appurtenances, and improvements which may be in or connect with the unit.

11.2 Limited Common Elements and Common Elements.

(a) Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his unit, which includes but is not limited to deck and patios, as defined in good, clean, sanitary and attractive condition and repair. In the event the unit owner fails or neglects to maintain such limited common elements or keep them in good, clean, sanitary and attractive condition and repair, the Association, operating through its Board of Directors, may accomplish necessary repairs and maintenance and assess the respective unit owner for the costs and expenses thereof, after thirty (30) days written

notice of the unit owner, giving the unit owner the opportunity to perform the needed maintenance or repair within such thirty (30) day period.

(b) Common Elements. The Association, operating through its Board of Directors, shall be responsible for the management and control of the common elements 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 repair, maintenance, replacement, cleaning, and painting of the common elements; snow removal for driveways, aprons, walkways, and front stoops and porches; grass cutting and mowing; the maintenance and repair of the storm water management facilities; and landscape maintenance, all as is more fully set forth in the By-Laws. Notwithstanding the foregoing, each unit owner shall be responsible for replacing the light bulbs in the exterior lighting fixtures appurtenant to his or her unit. All expenses of maintenance of the common elements and facilities shall be a common expense of the Association.

The Association, operating through its Board of Directors, shall have the authority over all additions, improvements and alterations to the common elements and limited common elements. In the event any repair or maintenance of the common elements is necessitated by reason of negligence or misuse by a unit owner or 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, operating through its Board of Directors, may enter any unit at reasonable times and under responsible conditions when necessary in connection with any 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. 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 Pertaining to Structural Changes by Owner. A unit owner shall not, without first obtaining the written consent of the Association, operating through its Board of Directors, and the City of Franklin, 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 which would impair any easements or hereditament, without the prior written consent of the Association, operating through its Board of Directors.

11.5 Unit Owner's Rights Pertaining 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 his 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 the common walls.

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 shall be undertaken by the Association, operating through its Board of Directors, utilizing available insurance proceeds. Any reconstruction or repair shall, as far as reasonably practicable, be made in accordance with the maps, plans and specifications used in the original construction of the damaged units, unless (a) the unit owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the units, the unit owners of the damaged units authorize the variance. In the event that a variance is authorized from the maps, plans and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

(a) If destruction is caused by unit owner actions or inactions result in the loss of cause or a claim the unit owner is required to pay the associations deductible.

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 $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 of 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 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 Statutes, providing for the 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 interests in each unit. If it is determined to repair or rebuild, all costs or repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association, operating through its Board of Directors, 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.

13.1 Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

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

(a) Worker's compensation insurance;

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

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

(d) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount recommended by the Association's insurance provider, 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

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

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

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

(a) The personal property within the Unit;

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

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

(d) Special perils contents coverage; and

(e) Sewer backup and sump pump failure coverage.

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 herein, including, without limitation, common services provided to the unit owners such as common lighting; grass cutting for common elements; snow removal, repair and maintenance of driveways, aprons, walkways, front stoops and porches; maintenance of the storm water management facilities; common utilities and water service shall be paid for by the Association. The Association, operating through its Board of Directors, 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

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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 he 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.

15. PARTITION, SUBDIVISION.

15.1 Partition. There shall be no partition of the common elements and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Amended and Restated Declaration, until this Amended and Restated 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. No unit may be subdivided or separated.

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

The percentage of the undivided interest in the common and limited common elements 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 ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common elements, 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.

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17.2 Encroachments. In the event 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 hereafter encroach upon any part of any unit or any part of any part; or any part of a unit encroaches or shall hereafter encroach upon any part of the common elements and facilities or the 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 and 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 unit and common elements, that shall be perpetual and pass with the unit upon transfers of ownership.

17.4 Binding Effect. All easement 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 and be binding on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association, by and through its Board of Directors, shall have the authority to execute and record all documents necessary to carry out the intent of the Section 17.

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

18.1 Rights of Action. If any unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association, operating through its Board of Directors, or any other unit owner may sue such unit owner for damages caused by the failure or injunctive relief, such unit owner shall be responsible for any and all legal fees incurred by the Association. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association.

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 institute any action, shall not be construed as a waiver or 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

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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 by the Association, operating through its Board of Directors.

19. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended with the written consent of unit owners with at least two-thirds (2/3rds) of the aggregate voting percentage of the Association. A unit owner's written consent is not effective unless it is approved in writing by the first mortgagee of the unit or the holder of an equivalent security interest, 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 Milwaukee County and copy of this 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 interest therein. All owners shall provide the Secretary of the Association with an address and an email address for the mailing or service of any notice or other documents and the Secretary of the Association shall be deemed to have discharged his duty with respects to the giving of notice by mailing it or having it delivered personally 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, as stated on file with the Wisconsin Department of Financial Institutions. The Association's registered agent at the time of recording this Second Amended and Restated Declaration is Ogden & Company, Inc. at 1665 N. Water St, Milwaukee, WI 53202.

22. MORTGAGEE RIGHTS.

22.1 The holder, insurer or guarantor of any first mortgage fora unit in The Villas Condominium ("Mortgagee"), upon the submission of a request to the Association in writing, delivered to the Resident Agent or Board of Directors, shall be entitled to receive notice from the Association of the following:

22.2 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 a written notice of said default or delinquency by the Association to said mortgagor;

22.3 Written, or electronic 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 of the Association, or the By-Laws of the Association in any material request. A change to any of the following is considered material hereunder:

a) voting rights;

b) assessments, assessment liens, or the priority of assessment liens;

c) reserves for maintenance and repairs;

d) responsibility for maintenance and repairs;

e) reallocation of interests in the common or limited common elements;

f) redefinition of any unit boundaries;

g) insurance or fidelity bonds;

h) leasing of units;

i) imposition of any restriction on a unit owner's right to sell or transfer his or her unit;

j) a decision by the Association to establish self-management;

k) restoration or repair of The Villas Condominium in a manner other than that specified in the Declaration;

l) any action or omission to serving to abandon or terminate the legal status of The Villas Condominium whether after substantial destruction or condemnation or otherwise or;

m) any provisions contained in the Amended and Restated Declaration that expressly benefit mortgage holders, insurers or guarantors.

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22.4 Written notice of any damage or destruction to the common elements of the condominium, which is in aggregate amount exceeding $50,000.00, at such time as the damage or destruction is known to the Board of Directors.

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

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

22.7 Except as provided in 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 two-thirds (2/3) of the units (including therein any units which are not mortgaged) have given their prior written consent.

22.8 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for the common expenses based upon such percentage.

22.9 Partition or subdivide any unit or the 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.

22.10 By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium.

23 OWNER CLAIMS: MEDIATION REQUIREMENTS.

23.1 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 mediation, with Resolute Systems, Inc. or such other mediator or mediation facility agreed to by the parties, or by the chief judge of the county if the parties can't agree on a mediator 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 mediation. Such claims must be commenced with the mediator 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. With respect to any claim against the Association, the claim shall be limited to general damages; all unit owners and residents waive any claim for consequential or incidental damages.

23.2 Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated as

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set forth above, the Association is entitled to recover its pre-mediation attorney's fees and costs if it is ultimately the prevailing party.

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

24. NUMBER AND GENDER.

Whenever used herein, unless the content 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.

25. 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.

26. SEVERABILITY.

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

This Third Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than two-thirds (2/3) 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 Third Amended and Restated Declaration for this ___ day of _____, 202__.

THE VILLAS CONDOMINIUMS INC., a Wisconsin non-stock corporation,

By:_____
_____,President
(Print Name)

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

This document was acknowledged before me by _____, as President of The Villas Condominiums Inc. on this _____ day of _____, 202__.

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

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ATTEST:

THE VILLAS CONDOMINIUMS INC., a Wisconsin Non-Stock Corporation,

By:_____
_____,Secretary
(Print Name)

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

This document was acknowledged before me by _____, as Secretary of The Villas Condominiums Inc. on this _____ day of _____, 202__.

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

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

EXHIBIT A

Legal Description

Units 1-90 in The Villas Condominium(s) created by a "Declaration of Condominium" recorded on December 17, 2003, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 8702358, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Franklin, County of Milwaukee, Wisconsin.

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EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
809-0054-000	3406 West Villa Drive
809-0055-000	8055 South Patricia Court
809-0056-000	8049 South Patricia Court
809-0057-000	8047 South Patricia Court
809-0058-000	8033 South Patricia Court
809-0059-000	8031 South Patricia Court
809-0060-000	8019 South Patricia Court
809-0061-000	8017 South Patricia Court
809-0062-000	7995 South Patricia Court
809-0063-000	7993 South Patricia Court
809-0064-000	7983 South Patricia Court
809-0065-000	7981 South Patricia Court
809-0066-000	7979 South Patricia Court
809-0067-000	7977 South Patricia Court
809-0068-000	7984 South Patricia Court
809-0069-000	7986 South Patricia Court
809-0070-000	8000 South Patricia Court
809-0071-000	8002 South Patricia Court
809-0072-000	8026 South Patricia Court
809-0073-000	8028 South Patricia Court
809-0074-000	8042 South Patricia Court
809-0075-000	8044 South Patricia Court
809-0076-000	3342 West Villa Drive
809-0077-000	3340 West Villa Drive
809-0078-000	3296 West Villa Drive
809-0079-000	3294 West Villa Drive
809-0080-000	3293 West Villa Drive
809-0081-000	3295 West Villa Drive

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Tax Key	Street Address
809-0082-000	3327 West Villa Drive
809-0083-000	3329 West Villa Drive
809-0084-000	3361 West Villa Drive
809-0085-000	3363 West Villa Drive
809-1146-000	3262 West Villa Drive
809-1147-000	3260 West Villa Drive
809-1148-000	3228 West Villa Drive
809-1149-000	3226 West Villa Drive
809-1150-000	8037 South Susanna Court
809-1151-000	8035 South Susanna Court
809-1152-000	8013 South Susanna Court
809-1153-000	8011 South Susanna Court
809-1154-000	8009 South Susanna Court
809-1155-000	8007 South Susanna Court
809-1156-000	7989 South Susanna Court
809-1157-000	7987 South Susanna Court
809-1158-000	7975 South Susanna Court
809-1159-000	7973 South Susanna Court
809-1160-000	7970 South Susanna Court
809-1161-000	7972 South Susanna Court
809-1162-000	7994 South Susanna Court
809-1163-000	7996 South Susanna Court
809-1164-000	8022 South Susanna Court
809-1165-000	8024 South Susanna Court
809-1166-000	8046 South Susanna Court
809-1167-000	8048 South Susanna Court
809-1168-000	3126 West Villa Drive
809-1169-000	3124 West Villa Drive
809-1170-000	3187 West Villa Drive
809-1171-000	3189 West Villa Drive

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Tax Key	Street Address
809-1172-000	3221 West Villa Drive
809-1173-000	3223 West Villa Drive
809-1174-000	3255 West Villa Drive
809-1175-000	3257 West Villa Drive
809-1176-000	3088 West Villa Drive
809-1177-000	3086 West Villa Drive
809-1178-000	3042 West Villa Drive
809-1179-000	3040 West Villa Drive
809-1180-000	2996 West Villa Drive
809-1181-000	2994 West Villa Drive
809-1182-000	2952 West Villa Drive
809-1183-000	2950 West Villa Drive
809-1184-000	2914 West Villa Drive
809-1185-000	2912 West Villa Drive
809-1186-000	2888 West Villa Drive
809-1187-000	2886 West Villa Drive
809-1188-000	2842 West Villa Drive
809-1189-000	2840 West Villa Drive
809-1190-000	2826 West Villa Drive
809-1191-000	2824 West Villa Drive
809-1192-000	2931 West Villa Drive
809-1193-000	2933 West Villa Drive
809-1194-000	2975 West Villa Drive
809-1195-000	2977 West Villa Drive
809-1196-000	3023 West Villa Drive
809-1197-000	3025 West Villa Drive
809-1198-000	3067 West Villa Drive
809-1199-000	3069 West Villa Drive
809-1200-000	3115 West Villa Drive
809-1201-000	3117 West Villa Drive

Tax Key	Street Address
809-1202-000	3141 West Villa Drive
809-1203-000	3143 West Villa Drive

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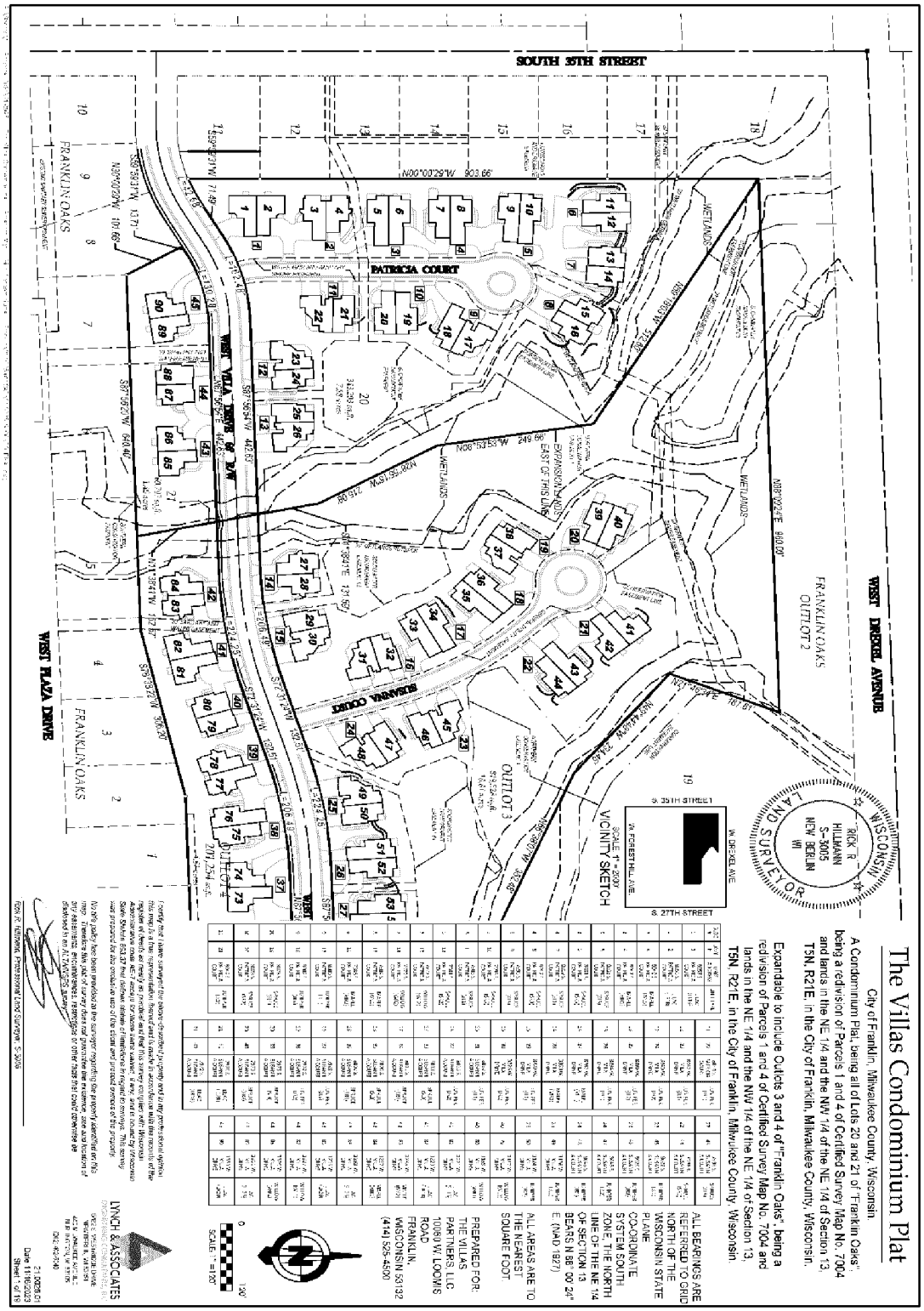
Exhibit C


The Villas Condominium Plat
City of Franklin, Milwaukee County, Wisconsin
A Condominium Plat, being all of Lots 20 and 21 of "Franklin Oaks", being a redivision of Parcels 1 and 4 of Certified Survey Map No. 7004 and lands in the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 13, T5N, R21E, in the City of Franklin, Milwaukee County, Wisconsin.
Expandable to include Outlots 3 and 4 of "Franklin Oaks", being a redivision of Parcels 1 and 4 of Certified Survey Map No. 7004 and lands in the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 13, T5N, R21E, in the City of Franklin, Milwaukee County, Wisconsin
SOUTH 35TH STREET
WEST DREXEL AVENUE
WEST PLAZA DRIVE
PATRICIA COURT
SHARON COURT
FRANKLIN OAKS OUTLOT 2
OUTLOT 3
OUTLOT 4
EXPANSION AREA
EAST OF THIS LINE
WETLANDS
FRANKLIN OAKS
VICINITY SKETCH
SCALE: 1" = 2000'
S. 35TH STREET
W. FOREST HILL AVE
S. 27TH STREET
W. GREENFIELD AVE
WISCONSIN
RICK R. HILLMANN
S-3005
NEW BERLIN
WI
LAND SURVEYOR
ALL BEARINGS ARE REFERRED TO GRID NORTH OF THE WISCONSIN STATE PLANE CO-ORDINATE SYSTEM SOUTH ZONE, THE NORTH LINE OF THE NE 1/4 OF SECTION 13 BEARS N 88° 00' 24" E (NAD 1927)
ALL AREAS ARE TO THE NEAREST SQUARE FOOT
PREPARED FOR:
THE VILLAS
PARTNERS LLC
10080 W. LOOMIS ROAD
FRANKLIN, WISCONSIN 53132
(414) 525-4500
LYNCH & ASSOCIATES
SURVEYING & MAPPING CONSULTANTS
W231N1500 RIDGEVIEW PARKWAY WEST
WAUKESHA, WI 53188
(262) 549-7440
21.0028.01
Date 11/16/2023
Sheet 1 of 15