


EXECUTIVE SUMMARY

Condominium Name: Westbrook Villas Condominiums Homeowners Association, Inc.


This Executive Summary was prepared or revised on March 23, 2026 (insert date).

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


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

1. Condominium Association Management and Governance

- ◆ Condominium association name Westbrook Villas Condominiums Homeowners Association, Inc.
- ◆ Association address c/o Fox Valley Management, LLC, P.O. Box 968, Appleton, WI 54912
- ◆ The association is managed:
 - By the Unit Owners (self-managed)
 - By a management agent or company
 - By the declarant (developer) or the declarant's management company
- ◆ Person(s) to be contacted for more information about the condominium Tracy Spieth, Property Manager
- ◆ Address, phone number, and other contact information for the contact person c/o Fox Valley Management, LLC, P.O. Box 968, Appleton, WI 54912, tracy.spieth@foxvalleymgmt.com, 920/840-3372

 For condominium document references regarding association governance and a condominium contact person, see Declaration, 13; Bylaws 5.1

2. Parking

- ◆ Number of parking spaces assigned to each Unit: 2 Number Outside 2 Inside 2
 - Common Element
 - Limited Common Element
 - Included as part of the Unit
 - Separate Non-voting Units
 - Depends on Individual Transaction [check all that apply]
 - ◆ Parking fees (include separate maintenance charges, if any) No Yes, \$ _____ per _____
Other (specify): _____
 - ◆ Parking assignments reserved or designated on the plat or in the condominium documents:
 - No
 - Yes -- Where? Plat
 - ◆ Parking spaces assigned to a unit by a separate deed: No Yes
 - ◆ Ability to transfer parking spaces between Unit Owners: No Yes
 - ◆ Describe parking available for visitors Individual unit driveways and/or street, both with restrictions
 - ◆ Describe any other parking restrictions No inoperative or unlicensed vehicles, no vehicles licensed as trailers, boats, vans, campers, camping trucks, house trailers, motorcycles, snowmobiles, or similar items can be stored, parked,*
-  For condominium document references to parking, see Declaration 9(b), 9(n); Rules & Regulations, Section 1

*or placed in the condominium other than in designated areas, if any, as established by the Association.

3. Pets

- ◆ Are pets allowed? No Yes—describe the kinds of pets allowed: No more than one dog or two cats per unit.

- ◆ **Pet rules and restrictions:** Any animal declared to be either a public or private nuisance in the discretion of the Board of Directors shall be permanently removed from the Condominium.. No animal houses, cages, kennels, or other animal enclosures of any nature shall be permitted anywhere on the Condominium property.

📖 For condominium document references regarding pet rules, see Declaration 9(m); Rules & Regulations, Section 2

4. Unit Rentals

- ◆ May Unit Owners rent out their condominium units? No Yes -- describe the limitations and restrictions on unit rentals: Unit Owner shall notify the Association of the tenant or tenants' names and residence telephone number and business location and business phone and should provide the Association with a copy of the lease and the Owner's address for receipt of notices.

📖 For condominium document references regarding unit rentals, see Declaration 9(a); Bylaws 9.1

5. Special Condominium Amenities or Features

None

(describe any special amenities and features)

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

📖 For condominium document references regarding special amenities, see N/A

6. Unit Maintenance and Repair Responsibilities

- ◆ A Unit Owner's responsibilities for unit maintenance and repair include: any plumbing, heating, electrical, ventilating, or air conditioning equipment or systems and components, lighting fixtures, refrigerators, dishwashers, disposals, laundry equipment, such as washers and dryers, ranges or other equipment which may be in or connected to the unit. Any snowfall generally under 2" will be the responsibility of the Unit Owner.

📖 For condominium document references regarding unit maintenance and repair responsibilities, see Declaration 16; Bylaws, 6.2; Rules & Regulations, Section IV; Maintenance, Repair and/or Replacement Responsibilities checklist (attached)

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

- ◆ Person(s) responsible for common element maintenance, repair and replacement: The Association

- ◆ Repair and replacement of the common elements is paid for by:

- Unit Owner assessments
- Reserve funds
- Both
- Other (specify): _____

- ◆ Person(s) responsible for limited common element maintenance, repair and replacement: _____

- ◆ Repair and replacement of the limited common elements is paid for by:

- Unit Owner assessments
- Reserve funds
- Both
- Other (specify): By owners

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Declaration, 14

8. Reserve Funds

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

◆ Total condominium reserve funds balance is \$ 634,218.13

Note: This amount is current as of the date this Executive Summary was prepared or revised.

📖 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see Bylaws, 5.4

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

9. Fees on New Units

◆ Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

Not applicable (no developer-owned units or declarant control has ended)

No

Yes -- describe in what way: Developer pays partial dues on the model that he owns.

◆ Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: N/A

📖 For condominium document references to condominium fees during the declarant control period, see N/A

10. Expansion Plans

◆ as the Declarant (developer) reserved the right to expand this condominium in the future?

No Yes -- number of additional units that may be added through the expansion: N/A units

◆ Expansion period ends: N/A

◆ Condominium management during the expansion period is by: N/A

📖 For condominium document references regarding condominium expansion plans, see N/A

11. Unit Alteration and Limited Common Element Enclosure

◆ Unit Owner may alter a unit or enclose limited common elements: No Yes

◆ Describe the rules, restrictions and procedures for altering a unit: Owners are prohibited from making any permanent changes to the exterior visible portions of Limited Common Elements.

◆ Describe the rules, restrictions and procedures for enclosing limited common elements: _____

Owners are prohibited from making any permanent changes to the exterior visible portions of Limited Common Elements.

📖 For condominium document references to unit alterations and limited common element enclosures, see Declaration, 10; Bylaws, 6.1(f), 6.3; Rules & Regulations, Article IV.


12. First Right of Purchase

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

📖 For condominium document references to any first right of purchase held by the condominium association, see N/A


13. Transfer Fee

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

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


14. Payoff Statement Fee

◆ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: No Yes -- amount charged: \$ No - For one payoff statement within a 2-mo. period

 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see Yes - Pursuant to Wis. Stat. Sec. 703.335(4)(a), for each additional payoff statement requested during that 2-month period, there is a \$25.00 charge.

15. Disclosure Materials Fee


◆ Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: No Yes-- amount charged: \$ The actual cost of furnishing the information or \$150.00, whichever is less pursuant to Section 703.20(1g)(d) Wis. Stat.

 For condominium document references regarding fees charged for providing the condominium disclosure materials, see N/A


16. Other restrictions or features (optional):


17. Amendments

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

 For condominium document references regarding condominium document amendment procedures and requirements, see Articles of Incorporation, 13; Declaration, 19; Bylaws, Article VIII.

This Executive Summary was prepared on the date stated on page one by Tracy Spieth, Property Manager (print name and title or position).

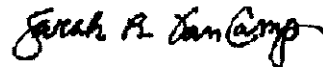
 **Instructions for Completing the Executive Summary.** The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear,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

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

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

NINTH AMENDED AND RESTATED
CONDOMINIUM DECLARATION

Document #: **2286054**
Date: **01-09-2023** Time: **8:57 AM**
Pages: **19** Fee: **\$30.00**
County: **OUTAGAMIE COUNTY** State: **WI**



SARAH R VAN CAMP, REGISTER OF DEEDS

This document has been electronically recorded

Return to:
HUSCH BLACKWELL LLP - Milwaukee

WESTBROOK VILLAS CONDOMINIUMS

Record this document with the Register
of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.

Husch Blackwell LLP

511 North Broadway,

Suite 1100

Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

**NINTH AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF
WESTBROOK VILLAS CONDOMINIUMS**

1. Statement of Intent

Westbrook Villas Condominiums (the "Condominium") was created by a Declaration, recorded with the Outagamie County Register of Deeds on March 31, 2003, as Document No. 1532395, as amended by the First Amendment to Condominium Declaration, on October 4, 2005, as Document No. 1683146, as further amended by Addendum No. 2 to Condominium Declaration on May 13, 2005, as Document No. 1662371, as further amended by Addendum No. 3 to Condominium Declaration on January 9, 2006, as Document No. 1695019, as further amended by Addendum No. 4 to Condominium Declaration on March 28, 2006, as Document No. 1704397, as further amended by Addendum No. 5 to Condominium Declaration on August 4, 2006, as Document No. 1720568, as further amended by Addendum No. 6 to Condominium Declaration on July 12, 2012, as Document No. 1951853, as further amended by Addendum No. 7 to Condominium Declaration on March 2, 2017, as Document No. 2098418; and as further amended by Addendum to Declaration of Condominium for Ingress and Egress Easements on March 28, 2018, as Document No. 2129518 (as amended, the "Declaration").

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

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

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

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

2. Name and Address

The name by which this Condominium is to be identified is Westbrook Villas Condominiums and it is located in the Town of Grand Chute, Outagamie County, Wisconsin. The Units and tax parcel identification numbers are listed on Exhibit B attached hereto. The legal description of the real property comprising the Condominium is attached hereto as Exhibit A.

3. Legal Description of Real Property and Percentage Interest

The legal description for the Condominium is shown on **Exhibit A** to this Declaration. The percentage interest of each Unit Owner shall be one-eighty second (1/82) ownership in the Common Elements.

4. Condominium Plat/Floor Plans

Recorded with the Outagamie County Register of Deeds office is a Condominium Plat, as well as numerous addendums thereto, consisting of a boundary survey of the property described in this Declaration, showing the location of the units in this Condominium, and common areas to the extent feasible. Diagramic floor plans are also included with the Condominium Plat on record.

5. Description and Number of Condominium Units

The number of "Condominium Units" total of eight-two (82).

The term "Condominium Unit" as referred to in this Declaration shall constitute that part of this Condominium intended for independent private residential use, including garages, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the perimeter walls (including the drywall), floors, ceilings, windows, window frames, doors and door frames of the building, before finishing. All windows, window frames and doors, including all glass, and screens shall be considered part of the Condominium Unit. Condominium Unit Owners have exclusive and private use of the Condominium Units they own.

6. Description of Common Elements

The Common Elements shall consist of all the Westbrook Villas Condominiums land, improvements and appurtenances, except for the individual Condominium Units as defined herein including without limitation the land on which the building or buildings are located, the surrounding land, bearing walls, floors, and ceilings, except the interior thereof which form the outer boundaries of a Unit, roofs, foundations, and those hallways, stairways, entrances and exits which are designed for the common use by the Owners of more than one (1) Condominium Unit, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, girders, beams and supports, structural parts of the buildings, walks driveways, parking spaces, landscaping, and other parts of the property, necessary or convenient to its existence, maintenance and safety or otherwise normally in common use. The Unit Owners have the right of access and use of all of the Common Elements in common with other Unit Owners. The Common Elements may be used only for the purposes for which they were intended, and such Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners.

7. Description of Limited Common Elements

A portion of the Common Elements and facilities to be used exclusively by the Unit Owners shall be designated as "Limited Common Elements". Such Limited Common Elements consist of all concrete patios, driveways, stoops and sidewalks, and the plumbing, heating, air conditioning and ventilating fixtures and mechanical equipment installed in each building for purposes of serving an individual Condominium Unit, if any, such as are intended for private use

of specific Unit Owners. Use of Limited Common Elements is reserved to the Unit Owners to whose Unit these elements are appurtenant. In any Condominium building containing joint party walls between Units, mechanical fixtures, piping, electrical service, equipment and duct work serving that building only, shall be deemed joint Limited Common Elements for the owners of the Units in that building being served by these fixtures.

8. Construction Timetable

Condominium Units, together with Common and Limited Common Elements will be constructed in the number and at the rate that the Declarant determines in its sole discretion to be adequate for the available market demand. The Condominium Plat shown depicts the location of proposed Condominium Units; however, the Declarant is under no obligation to construct all or any specified minimum number of the Units shown.

9. Authorized and Restricted Uses of Property

Each of the Condominium Units is intended to be used and is restricted for private non-commercial uses only. The terms of this Declaration, the By-Laws, and any rules and/or regulations adopted by the Association shall further constitute the authorized and restricted uses for this Condominium. Other restrictions include the following:

(a) Each of the Condominium Units shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere by an Owner or lessee. No rooms in any Unit may be rented, and no transient tenants may be accommodated. No Unit Owner may subdivide his Unit. For any lease as may be allowed in the By-Laws and/or the Rules and Regulations, the Unit Owner shall notify the Association of the tenant or tenants' names and residence, telephone number and business location and business phone and should provide the Association with a copy of the lease and the owner's address for receipt of notices. In the event any Unit Owner fails to comply with these provisions, the Association may assess the owner of the Unit a penalty in accordance with the Rules and Regulations.

(b) No Owner shall cause or permit the Common Elements to be so used as to deny other Owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Entries, exits, walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills, pools and like objects. Clothes lines, bug zappers, wood piles, junk, inoperative or unlicensed vehicles shall not be permitted anywhere on the property, nor shall vehicles licensed as trailers, boats, vans, campers, camping trucks, house trailers, motorcycles, snowmobiles or similar items be stored, parked or placed in the Condominium other than in designated areas, if any, as established by the Association. Bicycles should be placed only in those areas designated by the Association.

(c) The unreasonable or unsightly accumulation, of waste, litter, excess or unused building materials or trash is prohibited.

(d) No dish or free-standing antennae, transmitter or receiver shall be erected within any Unit or any other portion of the Condominium, except any community antennae or cable

receivers erected by the Association, and except as set forth in the Rules and Regulations & Policies.

(e) No structure, trailer, tent, shack, shed, storage unit or barn, temporary or otherwise, shall be placed or maintained on any portion of the Condominium Property.

(f) The Owner of a Unit shall not be deemed to own any supply line, waste lines, pipes, wires, conduits or public utility lines running through said units which are utilized for or serve more than one unit, except as a tenant-in-common with the other Unit Owners.

(g) Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or to the enjoyment thereof by the Owners of other Units.

(h) No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Section 15 hereof, nor do or permit anything to be done, nor keep or permit anything to be kept, or permit any condition to exist which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the provisions of Section 15 hereof, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay these increases.

(i) If the rate of premium payable with respect to the policies of insurance taken out by the Board of Directors in accordance with the provisions of Section 15 hereof, or with respect to any policy of insurance carried independently by any Unit Owner in any building as permitted by the provisions of Section 15 hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit of its class of use in the same building by reason of anything that is done or kept in a particular Unit or as a result of the failure of any Unit Owner or any occupancy of a Unit to comply with the requirements of the policies of insurance taken out by the Board of Directors or as a result of the failure of any such Unit Owner or occupancy to comply with any of the other terms and provisions of this Declaration, the By-Laws, or the rules and regulations, the Unit Owner of that particular Unit shall reimburse the Association and such other Unit Owners respective for the resulting additional premiums which shall be payable by the Association and such Unit Owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

(j) No unlawful use may be made of the Condominium or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "legal requirements") shall be strictly complied with. Compliance with any legal requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any legal requirements affecting its Unit or the Condominium.

(k) Despite the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair; and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

(i) Such unit owner shall pay and defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and,

(ii) Such unit owner shall keep the Board of Directors advised as to the status of such proceedings. (The foregoing conditions specified in (i) and (ii) above hereinafter collectively called the "Conditions as to Contest").

(l) Such Unit Owner need not comply with any legal requirements so long as it shall be so contesting the validity or applicability thereof, provided that (i) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment and (ii) no part of the building of which the Unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest (the foregoing conditions specified in (i) and (ii) of this sentence hereinafter called the "Conditions as to Deferral of Compliance"). The Board of Directors may also contest any legal requirements without being subject to the Conditions as to Contest and may also defer compliance with any legal requirements, but only subject to the Conditions of Compliance. The costs and expenses of any contest by the Board of Directors shall be a common expense.

(m) Unit Owners are allowed to keep and maintain customary household animals, but such animals are prohibited from trespassing upon other Units or the Limited Common Elements of other Units. Animals may be exercised out of doors, providing they are at all times leashed, and the owner immediately cleans up all animal litter. The keeping and maintenance of animals is further subject to rules and regulations of the Association. Any animal declared to be either a public or private nuisance in the discretion of the Board of Directors shall be permanently removed from the Condominium. No animal houses, cages, kennels, or other animal enclosures of any nature shall be permitted anywhere on the Condominium property on the exterior of any Unit.

(n) No boats, watercraft, trailers, motor homes, ATV's or Work Vehicles of any nature may be stored on the Condominium property except for temporary storage inside the garage of a Condominium Unit Owner.

10. Prohibition Against Structural Changes By Owner

Condominium Unit Owners may decorate the interior of their Condominium Unit, but all structural changes are prohibited unless made with the express written consent of the Association, by and through the Board of Directors. Owners are prohibited from making any permanent changes to the exterior visible portions of Limited Common Elements.

Changes to Common Elements and exterior visible portions of Limited Common Elements may be made only under the express authorization of the Association Board of Directors with rules established for that purpose.

11. Association of Condominium Unit Owners

All Condominium Unit Owners are required to be a member of an Association of Condominium Unit Owners to be known as Westbrook Villas Condominiums Homeowners' Association, Inc. This Association will consist of a non-stock corporation organized and existing pursuant to the laws of Chapter 181 of the Wisconsin Statutes. The corporate name shall be Westbrook Villas Condominiums Homeowners' Association, Inc. herein called the "Association", which shall be responsible for carrying out the purposes of this Declaration. Each Condominium Unit Owner shall abide by and be subject to all of the terms of this Declaration and also the By-Laws, rules and regulations of the Association. The Association may obtain and pay for the services of any person or entity to manage all or part of its affairs and perform any other reasonable or necessary services that the Association may determine to be for the good of the Condominium.

12. Number of Votes at Meetings of Association of Condominium Unit Owners Appurtenant to Each Condominium Unit

Each Unit Owner will have one vote for each Unit owned at meetings of the Association.

13. Resident Agent For Service of Process

The resident agent for the service of process shall be the Association's registered agent, as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the Association's registered agent is Pfefferle Property Management, 200 East Washington Street, Appleton, WI 54911.

14. Repairs, Maintenance/Special Assessments

The Association will be responsible for the management and control of the Common Elements and exterior visible portions of the Common Elements, Limited Common Elements and other Condominium facilities and cause the same to be kept in good, neat, attractive, and sanitary condition, orderly maintained and repaired, according to the Unit Owners & Association Core Accountability Listing for Condominium Maintenance, Operations, Repairs & Replacements ("Core Accountability Listing"), which shall be a part of the Rules and Regulations. Without in any way limiting the foregoing, this shall include the pre-approval of all painting, repairing, and decorating of exteriors, maintenance and repair of patios, walks, drives, buildings, garages, parking areas, access routes and maintenance of all grounds and landscaping by the Board of Directors. Any exterior-visible change made by a Unit Owner pursuant to the Core Accountability Listing or otherwise must be pre-approved by the Board of Directors. The Association shall further be responsible to ensure for the proper maintenance and repair of any and all common electric, telephone, sewer, water, gas and other public utilities.

Within the Condominium property will be four (4) private roads known as Westbrook Court, Autumn Crest Drive, Woods Creek Lane, including its extension to Units 27, 28, and 29. and Boxwood Lane, which are part of the Common Elements and subject to construction, repair

and maintenance common expense by the Association. In the event of any installations, repairs or other public improvements for any other form of public utility or public work, specially assessed against the Condominium, such special assessments shall also constitute common expenses of the Condominium Association.

Repair and maintenance of the individual Units and Limited Common Elements shall be the responsibility of each individual Unit Owner according to the Core Accountability Listing. Each Unit Owner shall be responsible for keeping the interior of his Unit, and all of its mechanical and non-mechanical equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain a good appearance and condition of the Unit. 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 or replacement of any plumbing, heating, electrical, ventilating, or air conditioning equipment or systems and components, lighting fixtures, refrigerators, dishwashers, disposals, laundry equipment, such as washers and dryers, ranges or other equipment which may be in or connected to the Unit.

The Association may enter any Unit at reasonable times upon giving advance notice and under reasonable conditions when necessary (or, in the case of an emergency, without advance notice) in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such non-emergency entries shall be made under circumstances so as to provide as little inconvenience to the owners as practical and any damage caused thereby shall be repaired by the Association and treated as a common expense.

15. Damage or Destruction of Property

The Association shall be responsible to repair and/or reconstruct the Condominium Property, in the event of damage to all or part of of the Condominium. All repairs and reconstruction shall be promptly undertaken to restore the Condominium to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds of the Unit Owner and the Association shall be a common expense.

The only exception to the repair and/or reconstruction of the Condominium under this section shall be such that upon affirmative vote of at least seventy-five (75) percent of the total votes of the Association entitled to vote, it is determined not to rebuild or reconstruct. Such vote shall be taken within ninety (90) days of the date of the damage or destruction. In the event of a seventy-five (75) percent vote determining that repair or reconstruction shall not take place, the provisions of Section 703.18 of the Wisconsin Statutes authorizing partition shall not apply.

Each Unit Owner shall promptly repair and/or reconstruct, at the Unit Owner's expense, that portion of damaged Limited Common Elements and components appurtenant to his or her own Unit to the extent the Owner is responsible for repairs and maintenance thereof, and to the extent the same is not covered by insurance and according to the Core Accountability Listing

16. Insurance

Property Damage Master Policy Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form All-In 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, built-in and major appliances, counters, cabinetry and finished carpentry, floor and wall coverings, 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.

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 at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

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.

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.

17. Common Expenses and Common Surpluses

(a) The cost of common expenses incurred by the Association for the Condominium including but not limited to administration of the Association, insurance, repair, maintenance, landscaping, and other expenses for the Common Elements and Limited Common Elements and for common services provided to the Condominium Unit Owners shall be paid for by the Association. The Association shall make assessment against Unit Owners for such common expenses in accordance with the percentage of the undivided interest in the Common Elements and facilities relating to each Condominium Unit in the manner provided for in the By-Laws of the Association.

(b) No Condominium Unit Owner may exempt himself or herself or his or her Condominium Unit Ownership from liability for his or her contribution toward the common expenses by waiver of use or enjoyment of any of the common or Limited Common Elements and facilities or services or by the abandonment of his or her Condominium Unit. No voluntary conveyance shall relieve any Condominium Unit Owner, grantor or his or her Condominium Unit from such liability. All Condominium Unit Owners shall be jointly, severally and personally liable, along with any grantee, involved in any conveyance for the common expenses incurred up to the date of sale, until all expenses either assessed or accrued through the date of conveyance have been paid.

(c) All assessments, until paid, together with late fees and interest on them and actual costs of collection including the actual attorneys' fees incurred by the Association, constitute a lien on the Condominium Units on which they are assessed, if a Statement of Lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a Condominium Unit at the time the assessment became due regardless of when within the two (2)

year period it is filed. A Statement of Condominium lien is filed in the land records of the clerk of circuit court of the county where the Condominium Unit is located stating the description of the Condominium Unit, the name of the record owner, the amount due and the period for which the assessment was due. Such Statement of Condominium Lien and enforcement thereof shall be in accordance with Section 703.165, Wisconsin Statutes.

(d) Common surpluses of the Association shall be credited to the Condominium Unit Owners' assessments for common expenses of Condominium Unit Owners in proportion to their percentage interests in the Common Elements. Such surpluses may be otherwise distributed or used in any such manner as determined by the Association's Board of Directors.

18. Easements

Easements are hereby declared and granted for the benefit of the Unit Owners and the Association for all utility purposes and roads for ingress and egress including, but not limited to, the right to install, lay, maintain, repair and replace electrical lines, water mains and pipes, sanitary and storm sewer lines, gas mains, telephone wire and equipment, television cable systems, transformers, roads, driveways, mail service, walks, refuse pick up, land and necessary appurtenances over, under, along and upon any part of the Common Elements and facilities.

19. Amendments

This Declaration may be amended with the written consent of seventy-five percent (75%) of the Condominium Unit Owners, and their first mortgagees, to the extent set forth in the Act. An amendment becomes effective when it is recorded in the same manner as the Declaration. If an amendment to this Declaration has the effect of reducing the value of any Condominium Unit Owner's interest in any common element, including any limited common element, it increases the value of any other Condominium Unit Owner's interest in the common element or Limited Common Elements, then the other Condominium Unit Owner so benefited shall compensate the Condominium Unit Owner the value whose interest is reduced in the amount of the reduction in value either in cash or by other consideration acceptable to the Condominium Unit Owner. Such Condominium Unit Owner may waive the right to this compensation in writing.

20. Termination of Condominium Status

All of Unit Owners may remove all or any part of the property from the provisions of the Act, by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Units' consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to their percentage of undivided interest of the Unit Owner in the property. Upon the removal of any property from the Act, the property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which pertains to each Unit Owner shall be the percentage of undivided interest previously owned by the owner in the Common Elements.

21. No Waiver

The failure of the Association to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to

exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such terms, covenants, conditions or restrictions, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any term, covenant, condition or restriction herein, shall not be deemed a waiver of such breach; furthermore, no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.

22. 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.

23. Severability

The provisions hereof shall be deemed independent and severable, and any invalidity or unenforceability of any one provision or portions hereof shall not affect the validity or enforceability of the remaining portion of this Declaration or its provisions.

24. Notices

All notices required to be given by this Declaration, the By-Laws of the Association or the Act shall be sufficient if given to one registered Unit regardless of the number of owners who have an interest therein.

All owners shall provide and update the secretary of the Association with a mailing and electronic/email address for mailing or service of any notice or other documents, and the secretary shall be deemed to have discharged his duty with respect to the giving of notices by mailing said notice or having it delivered personally or electronically to such address as is on file with the secretary's office.

25. Claims and Remedies

Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 9.01 above, the

Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

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.

This Ninth 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 Seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Ninth Amended and Restated Declaration of Condominium for Westbrook Villas Condominiums this 6th day of January, 2023.

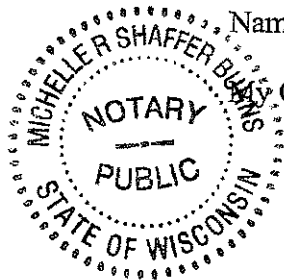
WESTBROOK VILLAS CONDOMINIUMS
HOMEOWNERS' ASSOCIATION, INC., a
Wisconsin Non-Stock Corporation,

By: *Michael R. Ciske*
MICHAEL R. CISKE, President

STATE OF WISCONSIN)
) ss.
COUNTY OF outagamie

This document was acknowledged before me by Michael R. Ciske, as President of Westbrook Villas Condominiums Homeowners' Association, Inc. on this 6th day of Jan, 2023.

Michelle R Shaffer Burns
Notary Public, State of Wisconsin
Name: Michelle R Shaffer Burns



Commission Expires: 02-13-2024

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88 and 89 in the Westbrook Villas Condominiums created by a "Declaration of Condominium" recorded on March 31, 2003, in the Office of the Register of Deeds for Outagamie County, Wisconsin, as Document No. 1532395, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grand Chute, County of Outagamie, Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>	<u>Unit No.</u>
103079800	4906 W. Wood Creek Lane	1
103079900	4902 W. Woods Creek Lane	2
103080000	4907 W. Woods Creek Lane	3
103080100	4911 W. Woods Creek Lane	4
103080200	4915 W. Woods Creek Lane	5
103080300	4919 W. Woods Creek Lane	6
103080400	4923 W. Woods Creek Lane	7
103080500	4927 W. Woods Creek Lane	8
103080600	4931 W. Woods Creek Lane	9
103080700	4935 W. Woods Creek Lane	10
103080800	4939 W. Woods Creek Lane	11
103080900	4943 W. Woods Creek Lane	12
103081000	4947 W. Woods Creek Lane	13
103081100	4951 W. Woods Creek Lane	14
103081200	4955 W. Woods Creek Lane	15
103081300	4959 W. Woods Creek Lane	16
103081400	4963 W. Woods Creek Lane	17
103081500	4967 W. Woods Creek Lane	18
103081600	4971 W. Woods Creek Lane	19
103081700	4975 W. Woods Creek Lane	20
103081800	4979 W. Woods Creek Lane	21
103081900	4983 W. Woods Creek Lane	22

103082000	4987 W. Woods Creek Lane	23
103082100	4991 W. Woods Creek Lane	24
103082200	4978 W. Woods Creek Lane	25
103082300	4982 W. Woods Creek Lane	26
103082400	5010 W. Woods Creek Lane	27
103082500	5014 W. Woods Creek Lane	28
103082600	5018 W. Woods Creek Lane	29
103082700	5022 W. Woods Creek Lane	30
103082800	5026 W. Woods Creek Lane	31
103082900	5030 W. Woods Creek Lane	32
103083000	5034 W. Woods Creek Lane	33
103083100	5023 W. Boxwood Lane	34
103083200	5019 W. Boxwood Lane	35
103083300	5015 W. Boxwood Lane	36
103083400	5011 W. Boxwood Lane	37
103083500	5007 W. Boxwood Lane	38
103083600	5003 W. Boxwood Lane	39
103083700	4936 W. Woods Creek Lane	40
103083800	4948 W. Woods Creek Lane	41
103083900	4952 W. Woods Creek Lane	42
103084000	4956 W. Woods Creek Lane	43
103084100	4960 W. Woods Creek Lane	44
103084200	4964 W. Woods Creek Lane	45
103084300	4968 W. Woods Creek Lane	46
103084400	4974 W. Woods Creek Lane	47

103084500	4996 W. Boxwood Lane	48
103084600	5000 W. Boxwood Lane	49
103084700	5004 W. Boxwood Lane	50
103084800	5008 W. Boxwood Lane	51
103084900	5012 W. Boxwood Lane	52
103085000	5016 W. Boxwood Lane	53
103085100	5020 W. Boxwood Lane	54
103085200	3385 N. Autumn Crest Drive	55
103085300	5039 W. Woods Creek Lane	56
103085400	5035 W. Woods Creek Lane	57
103085500	5031 W. Woods Creek Lane	58
103085600	5027 W. Woods Creek Lane	59
103085700	5023 W. Woods Creek Lane	60
103053700	4768 Westbrook Court	68
103053800	4764 Westbrook Court	69
103053900	4760 Westbrook Court	70
103054000	4756 Westbrook Court	71
103054100	4752 Westbrook Court	72
103054200	4748 Westbrook Court	73
103054300	4744 Westbrook Court	74
103054400	4740 Westbrook Court	75
103054500	4736 Westbrook Court	76
103054600	4734 Westbrook Court	77
103054700	4730 Westbrook Court	78
103054800	4729 Westbrook Court	79

103054900	4731 Westbrook Court	80
103055000	4733 Westbrook Court	81
103055100	4735 Westbrook Court	82
103055200	4741 Westbrook Court	83
103055300	4743 Westbrook Court	84
103055400	4745 Westbrook Court	85
103055500	4747 Westbrook Court	86
103055600	4761 Westbrook Court	87
103055700	4763 Westbrook Court	88
103055800	4765 Westbrook Court	89

**AMENDED AND RESTATED BY-LAWS
OF
WESTBROOK VILLAS CONDOMINIUMS
HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I

NAME, ADDRESS AND PURPOSE

Pursuant to the Articles of Incorporation of Westbrook Villas Condominiums Homeowners' Association, Inc., and the Condominium Declaration for Westbrook Villas Condominiums recorded in the office of the Register of Deeds for Outagamie County, Wisconsin (as amended, hereinafter called "Declaration"), the following are adopted as the By-Laws of Westbrook Villas Condominiums Homeowners' Association, Inc. (hereinafter sometimes referred to as "Association"), which is a non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements (hereinafter called the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the Laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be binding on the Unit Owners, their heirs, administrators, personal representatives, tenants, successors and assigns.

The principal office of Westbrook Villas Condominiums shall be as stated on file with the Wisconsin Department of Financial Institutions.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 **Members**. The corporation shall have members, who shall be all Unit Owners. The members shall have one (1) vote for each Unit owned. Every Unit Owner upon acquiring title shall automatically become a member of the Association and shall remain a member thereof until such time as the ownership of such unit ceases for any reason, at which time the membership in the Association shall automatically cease.

(a) **One (1) Membership Per Unit**. One (1) membership and one (1) vote shall exist for each Unit. If title to a unit is held by more than one (1) person, the membership related to that Unit shall be shared by such owners in the same proportionate interest and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split and shares of membership interest must be voted pursuant to the nomination contained in the membership list.

(b) **Membership List**. The Association shall maintain a current membership list showing the membership pertaining to each Unit and the person designated to cast the one (1) vote pertaining to such unit. Only one (1) person so designated shall be entitled to cast a vote in person

or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

(c) **Transfer of Membership.** Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit, date of transfer, name of the person designated to vote and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the membership list effective as of the date of transfer.

2.2 **Quorum and Proxies for Members' Meetings.** A quorum for members' meetings shall consist of fifty-one (51) percent of the votes entitled to vote. Votes may be cast in person, electronically (remotely, via electronic means), or by proxy in accordance with the designation in the membership list. The act of a majority of votes presented in person, electronically, or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. Proxies may be filed with the Secretary via email or other electronic means. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person, electronically, or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 **Time, Place, Notice and Calling of Members' Meetings.** Written notice of all meetings stating the time and place (whether physical or virtual) and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address (mailing or electronic) as it appears on the books of the Association and shall be mailed or personally or electronically delivered not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. This annual meeting shall be held during the month of October of each year or such other time and date as may be established by the Board of Directors for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two (2) members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

2.4 **Action Without a Meeting by Written Ballot.** Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Section 2.3 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements; the percentage of approvals necessary to approve each matter other than election of directors, and the time by which

the ballot must be received by the Secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary via email. Once received by the Secretary of the Association, a written ballot may not be revoked.

2.5 Right to Vote by Proxy.

(a) **Proxy Assignment.** A member may appoint a proxy to vote or otherwise act for the member by signing an appointment form either personally or by an attorney-in-fact.

(b) **Appointment.** An appointment of a proxy is effective when received by the Association Secretary or Property Manager or agent authorized to tabulate votes. An appointment is valid for 11 months unless a different period is expressly provided in the appointment form.

(c) **Effect of Death or Incapacity.** The death or incapacity of the member appointing a proxy does not affect the right of the Association to accept the proxy's authority unless notice of the death or incapacity is received by the Association Secretary or Property Manager or agent authorized to tabulate votes before the proxy exercises authority under the appointment.

(d) **Revocability.** An appointment of a proxy is revocable by the member unless the appointment form conspicuously states that it is irrevocable.

(e) **Methods of Revocation.** Appointment of a proxy is revoked by the person appointing the proxy in any of the following ways:

1. Attending any meeting and voting in person.
2. Signing and delivering to the secretary or other officer or agent authorized to tabulate proxy votes either in writing stating that the appointment of the proxy is revoked or a subsequent appointment form.

(f) **Defer of Proxy.** By not returning the Proxy Form on time or not attending the Annual Meeting of the Association, the vote of the Unit Owner(s) is deferred to the President of the Association Board of Directors to cast in the affirmative.

ARTICLE III

BOARD OF DIRECTORS

3.1 **Number and Qualifications of Directors.** The Board of Directors shall consist of five (5) persons elected by the members. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit Owner or such partner is a corporation, then an officer of such corporation

or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

3.2 **Power and Duties of the Board of Directors.** The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws.

3.3 **Nomination, Election and Term of Directors.** At the annual meeting of the Association, the members shall elect directors to hold office for a term of two (2) years or until their successors are duly elected and qualified or until any of said directors shall have been removed in the manner herein provided. The directors' terms shall be staggered so that at least 1/3 of the directors (2 directors) are elected in each year. The Directors' seats shall be numbered 1-5 with odd numbers filled in odd calendar years and even numbers filled in even calendar years.

The Association may accept nominations for directors any time that vacancies exist or any time within sixty (60) days prior to the expiration of any term of office.

3.4 **Vacancies on Board.** Vacancies on the Board of Directors caused by any reason other than the removal by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until the successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 **Removal of Directors.** At any regular or special meeting duly called, any one (1) or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast, and a successor may then and there be elected to fill the vacancy thus created.

3.6 **Regular Meetings and Notice.** A regular annual meeting of the Board of Directors shall be held immediately after and at the same place (physical or virtual) as the annual meeting of the members. Notice of regular meetings of the Board of Directors shall be published on the Association's Web Portal. All meetings are open to all Association members.

3.7 **Executive Session.** Executive Session meetings are meetings within a Board of Directors meeting which are typically closed meetings. These meetings aim to address and give an opportunity for the Board of Directors to meet in private and discuss pertinent, confidential and sensitive information related to the organization's goals and smooth operation. Confidential notes will be taken for archive.

3.8 **Special Meetings and Notice.** Special meetings of the Board of Directors may be called by the President or by any two (2) directors on three (3) days' written notice to each director given personally, electronically, or by mail, which notice shall state the time, place and purpose of the meeting.

3.9 **Waiver of Notice.** Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Presence at a directors' meeting may be either in person, or by telephone or video/digital conference.

3.10 **Quorum of Directors and Adjournments.** At all meetings of the Board of Directors, two-thirds or more of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.11 **Fidelity Insurance.** The Board of Directors shall require that some or all officers and/or employees of the Association handling or responsible for Association's funds be covered by adequate fidelity insurance as set forth in the Declaration. The premiums on such insurance shall be paid for by the Association.

ARTICLE IV

OFFICERS

4.1 **Designation, Election and Removal.** The principal officers of the Association shall be a President, Vice President, Secretary, Treasurer and Member at Large to be elected annually by the Board of Directors after the Annual Meeting in a Special Board Meeting. Upon the affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors or at any special meeting called for that purpose. Any two (2) or more offices, except a combination of the offices of President and Secretary, and a combination of the offices of President and Vice President may be held by the same person.

4.2 **President.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the President including, but not limited to, the power to sign, together with the Secretary or any other officer designed by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall count votes at meetings of the Association and shall have charge of the Association's books and records and shall, in general, perform all duties incidental to the office of the Secretary.

4.5 **Treasurer.** The Treasurer or the managing agent shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all moneys and all valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

4.6 **Member at Large.** The Member at Large serves as a liaison to the general Association membership. Duties change as defined in organization bylaws or as needed to fulfill Board requirements and address overall organizational goals.

4.7 **Liability of Directors and Officers.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association if such person(s) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.8 **Compensation.** No director or officer, except the Treasurer or Treasurer's agent, of the corporation shall receive any fee or other compensation or reimbursement for services rendered or expenses incurred for or on behalf of the Association, except upon specific resolution by a majority vote of the members.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 **The Association.** The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property in accordance with the Declaration, the Articles of Incorporation and these By-Laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 **Rules and Regulations.** The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and such common areas and facilities by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration. The Association members, their lessees or guests and any occupants of the Units shall conform to and abide by all such rules and regulations. The Association, through its Board of Directors, shall designate such means of enforcement thereof as it deems necessary and proper. The Rules and Regulations may be altered and amended or repealed from time to time to maintain exterior appearances of the condominium, to bring Rules current to modern day standards or such similar matters that may arise by a vote of a majority of the Board of Directors provided that said Rules and Regulations would not require an amendment to the Declaration or Bylaws. Additionally, the consent of the Declarant is also required until all Units are sold. The Declarant may not unreasonably withhold its consent other than if the alteration, amendment or repeal may be perceived by Declarant to impede the marketability of the remaining unbuilt units.

5.3 **Common Expenses.** The Board of Directors shall determine the common expenses of the Association for operation and maintenance of the Condominium and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Condominium Units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first day of each month or quarterly in advance at the option of the Association. If not paid on or before the due date, the charges shall bear late fees and interest at the rate set forth in the Rules and Regulations until paid in full.

5.4 **Operating Budget.** The annual operating budget shall provide for two (2) funds, one which shall be designated the "Operating Fund" and the other the "Reserve Fund". The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the costs of maintenance of the common elements, management services, insurance, common services, administration, materials and supplies. The Reserve Fund shall be maintained and used primarily for extraordinary maintenance and repair expenses, and as further described herein. The Association shall maintain the reserve fund at an amount deemed reasonable by the Board. Assessments may be modified accordingly.

The reserve fund shall be used for painting, major repairs, replacements, and renovation of the common elements. The reserve fund shall be used for contingencies and periodic expenses such as painting and renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund. In the alternative to, or in addition to the use of reserve funds, the directors may levy a further assessment which shall be charged to each owner in proportion to his ownership interest as set forth in the Declaration.

The reserve fund may be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The

Unit Owner or Owners responsible for any lien which is paid by the Association shall be specially assessed for the amount thereof.

The annual budget shall be prepared and determined by October 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

If, within fifteen (15) days after the annual membership meeting, a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based and the petition is signed by members representing more than fifty (50) percent of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty (50) percent of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the one previously established provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two (2) years and provided, further, that if a budget and charges have not been established and made for any two (2) preceding years, then the budget and charges may not be revised downward until two (2) years of experience exist.

5.5 **Borrowing Money and Acquiring and Conveying Property.** The Association, by a seventy-five percent (75%) vote of the Unit Owners, may borrow money and purchase or convey property and direct any two (2) officers of the corporation to execute such documents in connection therewith as is deemed necessary or appropriate by counsel for the Association. This section shall not apply to Units in foreclosure.

5.6 **Default.** If a member of the Association is in default in payment of any charges of assessments for a period of more than thirty (30) days, the Board of Directors in the name of the Association may bring suit for and on behalf of the Association as representative of all members to enforce collection of such delinquencies and/or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of collection, late fees and interest together with the actual attorneys' fees incurred by the Association.

5.7 **Vote of Unit Owner in Default.** No Unit Owner may vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the person's Unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

5.8 **Capital Improvements.** The Association may make capital improvements, such as the construction of additional amenities, costing in excess of \$5,000.00 only upon a seventy-five percent (75%) vote of all Condominium Units Owners. This paragraph is not intended to apply to repair, replacement, and maintenance expenses which shall be controlled by the Board of Directors.

ARTICLE VI

DUTIES AND OBLIGATIONS OF THE UNIT OWNERS

6.1 **Rules and Regulations.** The Units and the common elements and facilities and limited common elements (hereinafter in these paragraphs sometimes collectively referred to as “commons”) shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws and the rules and regulations of the Association, including the following:

(a) **Use.** No Unit Owners shall occupy or use his Unit or the limited common elements appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence and private storage for the owner, the owner’s family or the owner’s lessees or guests.

(b) **Obstructions.** There shall be no obstruction of the common elements and facilities and nothing shall be stored therein without the prior consent of the Association.

(c) **Increase of Insurance Rates.** Nothing shall be done or kept in any Unit or in the commons which will increase the rate of insurance on the commons without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons or which would be in violation of any law or ordinance. No hazardous substances may be brought onto or stored on the Condominium Property except propane tanks, gasoline of 5 gallons or less or residential cleaning products of 5 gallons or less.

(d) **Signs.** No sign of any kind shall be displayed to the public view on or from any Unit or the commons, excepting a “For Sale” sign pertaining to the Unit, without the prior consent of the Board of Directors. The “For Sale” sign shall be of a conventional design and common size of a professional real estate firm’s sign and post. Units with “For Sale” signs must be listed in the MLS Listing Service or the sign must be removed, Excepting signs that support or oppose a candidate for public office or referendum question, which 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.

(e) **Noxious Activity.** No noxious or offensive behavior or activity, nor any public or private nuisance, shall be carried on in any Units or in the commons nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(f) **Alteration, Construction or Removal.** Nothing shall be altered or constructed in or removed from the commons, except upon the written consent of the Association.

(g) **Conflict.** The above rules and regulations and those which may be hereafter adopted by the Association are in addition to the Declaration, and in the event of conflict, the Declaration shall govern therein.

6.2 **Maintenance and Repair of Units.** Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own Unit which, if omitted, would affect the project in its entirety or in a portion belonging to the other owners, and such owner shall be personally liable to the Association for any damages caused by his failure to do so. Responsibilities are outlined in the **Unit Owners and Association Core Accountability** Listing section of the Rules and Regulations.

6.3 **Limited Common Elements.** Every Unit Owner must maintain the limited common elements appurtenant to his Unit in clean and proper condition as outlined in the **Unit Owners and Association Core Accountability** Listing section of the Rules and Regulations. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without prior written consent of the Board of Directors of the Association. Every Unit Owner shall have the right to decorate the limited common elements appurtenant to his Unit in a nonstructural manner, provided that decorations that are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association.

ARTICLE VII

GENERAL

7.1 **Fiscal Year.** The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

7.2 **Corporate Seal.** The corporation shall have no seal.

ARTICLE VIII

AMENDMENTS

8.1 **By Members.** These Bylaws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of all of the votes entitled to be cast.

ARTICLE IX

MISCELLANEOUS

9.1 **Record of Ownership.** Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such Unit or other evidence of his title thereto and shall file such lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the record of the ownership of the Association.

9.2 **Mortgages.** Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors, promptly upon request, of the name and address of his mortgagee and also of any release of such mortgage, and the Secretary shall maintain all such information provided in the record of ownership of the Association. The Board of Directors at the written request of any mortgagee or prospective purchaser of any Unit or interest therein shall report to such person the amount of any assessments against such Unit then due and unpaid.

9.3 **Indemnity of Officers and Directors.** Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceedings, including criminal proceedings, to which he is made or threatened to be a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, willful misconduct, or criminal conduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence, willful misconduct or criminal conduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner or with any limitations any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses provided, however, that nothing in this Article IX contained shall be deemed to obligate the Association to indemnify any member or owner of a Condominium Unit who is or has been an employee, director or officer of the Association, beyond the extent set forth in this Article IX, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, the Condominium Ownership Act, the Articles of Incorporation and By-Laws of the Association, as a member of the Association, or owner of a Condominium Unit covered thereby.

9.4 **Subordination.** These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration.

9.5 **Interpretation.** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

9.6 **No Vested Interest in Operating or Reserve Funds.** Owners shall have no vested interest in or shall they be entitled to withdrawals from either the operating fund or the reserve fund created hereby. Upon sale or other disposition of a Unit, said funds shall remain intact, and a new owner shall not be additionally assessed for improvements for which the prior owner has been assessed and the assessment has been paid.

9.7 **No Waiver.** Failure of the Association or members to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of these By-Laws, or to exercise any right or options contained herein, or to serve any notice or

institute any action, shall not be construed as a waiver or relinquishment for the future of such terms, covenants, conditions or restrictions, all of which shall remain in full force and effect.

9.8 **Severability**. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision of these By-Laws.

9.9 **Number and Gender**. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

ARTICLE X

ASSOCIATION MAILING ADDRESS

The mailing address of the Association shall be the address of its principal office, as stated on file with the Wisconsin Department of Financial Institutions.

ARTICLE XI

ENFORCEMENT

11.1 **Enforcement**. Upon the violation of any one or more of the provisions of the Declaration, the Bylaws, or the rules and regulations adopted hereunder, the Association or an aggrieved unit owner shall have the right to proceed pursuant to the Claims and Remedies section of the Declaration, and pursuant to the Enforcement Policy and Grievance Procedure of the Association, at law or in equity against the person or persons violating or attempting to violate the covenants, conditions and restrictions contained in such documents and shall be entitled to both equitable and legal relief, including reasonable attorney fees. Any failure of such enforcement shall not be deemed a waiver of the right to do so or the acquiescence of any violation, subsequent or otherwise.

These Amended and Restated Bylaws were adopted by an affirmative vote of 67% of the members on October 20, 2022.