

## **DISCLOSURE MATERIALS**

These Disclosure Materials are for Miley's Meadow Condominiums located on Sarah's Way, Sheboygan Falls, Wisconsin 53085. The Registered Agent for Miley's Meadow Condominiums is Joy Markelz President/Board Member. The business address of the Registered Agent is 123 Sarah's Way, Sheboygan Falls, WI 53085

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY BE AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRAT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTYED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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## **EXECUIVE SUMMARY**

- (1) **Condominium Identification.** The name of the Condominium is Miley's Meadow Condominiums.
- (2) **EXPANSION PLANS.** There are no plans at this time to expand the Condominium. The Condominium shall be managed by a Board of Directors, c/o Joy Markelz, 123 Sarah's Way, Sheboygan Falls, WI 53085.
- (3) **GOVERNANCE.** The name of the Association is Miley's Meadow Condominiums Association, Inc. The address of the Association is 123 Sarah's Way, Sheboygan Falls, WI 53085. The Association is self-managed the Board of Directors, c/o Joy Markelz 123 Sarah's Way, WI 53085 (920) 980-5600, is the individual who may be contacted regarding the Condominium in general.
- (4) **SPECIAL AMENITIES.** The Condominium does not have any special amenities.
- (5) **MAINTENANCE AND REPAIR OF UNITS.** Each Unit Owner shall be responsible for keeping the interior of their Unit and all of its 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 the good appearance and condition of the Unit. The Unit Owner shall be responsible for all plumbing fixtures and piping connected to the Unit, fireplace, chimney and flue, the replacement of windows, doors, lighting fixtures, refrigerators, air conditioning equipment and all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and drivers, ranges, or other equipment which may be in, or connect with, the Unit.
- (6) **MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS.** The Board of Directors are responsible for the maintenance, repair, and replacement of Common Elements and Limited Common Elements. Repairs or replacements will be funded from Unit Owner assessments, reserve funds or both.
- (7) **RENTAL OF UNITS.** Unit Owners may lease or rent a Unit for a minimum initial term of six (6) months. All leases or rental agreements shall be in writing. Any persons occupying a Unit with the authority of a Unit Owner shall comply with all the restrictions, covenants, and conditions imposed by the Declaration, the Bylaws, and the rules of the Association.
- (8) **UNIT ALTERATIONS.** A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce the value of the Condominium, or impair any easement or hereditament, or change the exterior appearance of a Unit or any other portion of the

Condominium not part of the Unit. A Unit Owner may make improvements or alterations within the Unit that do not impair the structural integrity, or lessen the support of any portion of the Condominium, and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

(9) PARKING. Each Unit shall have an attached garage. Unit Owners may park automobiles in the driveway serving a Unit, providing such parking does not interfere with the access to other Unit's garage. At no time shall a Unit Owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in the Common Elements or Limited Common Elements without first obtaining the written consent of the Association.

(10) PETS. No reptiles or uncaged birds shall be permitted within the Condominium. Unit Owners may keep no more than two (2) pets per Unit, provided that the pet is twenty-six inches (26") in height or less.

(11) RESERVES. The Association maintains reserves for repair and replacement of Common Elements beyond routine maintenance. A statutory reserve account under Wisconsin Statute Section 703.163 is maintained.

(11q) AMENDMENTS. A Unit Owner's rights and responsibilities may be altered by an amendment of the Declaration or By-Laws. The Declaration may be amended with the written consent of at least Sixty-seven percent (67%) of the aggregate votes of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any.

The By-Laws may be altered, amended or repealed and new By-Laws may be adapted by the members, at any meeting called for such purpose, by an affirmative vote of Unit Owners having Sixty-seven percent (67%) or more of the votes.

(12) OTHER REESTRICTIONS OR FEATURES. None.

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For Exhibit see Vol. 14  
Pages 221/2 Doc. No. 1814801

RETURN TO:  
Attorney Stephen A. Hartman  
Trapp & Hartman, S.C.  
14380 West Capitol Drive  
Brookfield, Wisconsin 53005-2392

PARCEL IDENTIFIER NUMBER:

SHEBOYGAN COUNTY, WI  
RECORDED ON  
12/07/2006 10:23AM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 69.00  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 2  
TRANS # 90703  
# OF PAGES: 30

**CONDOMINIUM DECLARATIONS OF  
CONDITIONS, COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR  
MILEY'S MEADOW CONDOMINIUMS**

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 28<sup>th</sup> day of November, 2006, by Bellcraft Development, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

**I. STATEMENT OF DECLARATION**

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors, and assigns, and to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

+ 3 -  
1.

Declarant reserves the right to expand the Condominium by subjecting additional property to the Condominium Declaration. As each additional parcel is subjected to the Declaration, the percentage of ownership in the Common Elements shall be re-allocated by the Declarant. The Declarant shall establish a base selling price for each Unit offered for sale in the Condominium. Comparable Units in all phases will have the same base selling price. All Units' undivided interests in the Common Elements shall be recalculated at each expansion, and each Unit's undivided interest in the Common Elements shall be equal to the proportion of that Unit's base selling price to the total base selling price for all Units subject to the Declaration. This calculation is intended to reflect the price differential among the Units so that the Units with a greater base selling price shall have a fractionally greater percentage ownership in the Common Elements. Variation between the base selling price and the actual sales price, or sales subsequent to the sale by Declarant shall not result in recalculation of the percentage of ownership in the Common Elements. The right to expand the Condominium is reserved by the Declarant for a period not exceeding ten (10) years from the date of recording of this Declaration. If the Declarant adds additional property to the Condominium, the Declarant shall record an amendment to this Declaration showing the new percentage of ownership in the Common Elements and the votes which each Unit Owner may cast in the Condominium as expanded. Upon recording of an amendment to this Declaration each Unit Owner has the percentage of ownership in the Common Elements, liabilities in the common expenses, rights to common surpluses, and shall have the number of votes, set forth in the amendment to this Declaration. Following any expansion, the interest of any mortgagee shall attach to the new percentage of ownership in the Common Elements appurtenant to the Unit on which it is a lien.

## 2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Part of Lot 1 of Certified Survey Map recorded in Volume 21 on Page 59/60 of Certified Survey Maps; and that part of the vacated street; located in part of the N1/2 of the SE1/4 of Section 25 T.15N., R.22E., City of Sheboygan Falls, Sheboygan County, Wisconsin.

Beginning at the Southwest corner of Lot 1 of Certified Survey Map recorded in Volume 21 on Page 59/60 of Certified Survey Maps. Thence N 31°13'53" W 109.98 feet; thence Northwesterly 70.90 feet along the arc of a 160.01 foot radius curve to the right

said curve having a chord which bears N 18°32'15" W 70.32 feet; thence N 05°50'42" W 303.00 feet; thence Northwesterly 82.08 feet along the arc of a 759.15 foot radius curve to the left said curve having a chord which bears N 08°56'33" W 82.04 feet; thence N 12°02'22" W 323.78 feet; thence N 72°40'39" E 94.74 feet; thence Northeasterly 193.51 feet along the arc of a 330.00 foot radius curve to the left said curve having a chord which bears N 55°52'40" E 190.74 feet; thence S 47°30'03" E 21.00 feet; thence Southeasterly 119.31 feet along the arc of a 130.00 foot radius curve to the right said curve having a chord which bears S 21°12'34" E 115.16 feet; thence S 05°04'56" W 118.93 feet; thence Southwesterly 47.15 feet along the arc of a 465.00 foot radius curve to the right said curve having a chord which bears S 02°10'39" W 47.13 feet; thence S 00°43'38" E 404.50 feet; thence Southwesterly 64.12 feet along the arc of a 135.00 foot radius curve to the right said curve having a chord which bears S 12°52'44" W 63.52 feet; thence S 47°55'37" E 165.51 feet; thence S 59°06'10" W 89.83 feet; thence S 58°46'14" W 163.02 feet to the point of beginning; being located in part of the N1/2 of the SE1/4 of Section 25 T.15N., R.22E., City of Sheboygan Falls, Sheboygan County, Wisconsin.

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Milcy's Meadow Condominiums.

2.3 PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM. The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this Condominium are as follows:

Beginning at the Southeast corner of Lot 1 of Certified Survey Map recorded in Volume 21 on Page 59/60 of Certified Survey Maps. Thence S 59°06'10" W 151.36 feet; thence N 47°55'37" W 165.51 feet; thence Northwesterly 64.12 feet along the arc of a 135.00 foot radius curve to the left said curve having a chord which bears N 12°52'44" E 63.52 feet; thence N 00°43'38" W 404.50 feet; thence Northeasterly 47.15 feet along the arc of a 465.00 foot radius curve to the right said curve having a chord which bears N 02°10'39" E 47.13 feet; thence N 05°04'56" E 118.93 feet; thence Northwesterly 119.31 feet along the arc of a 130.00 foot radius



curve to the left said curve having a chord which bears N 21°12'34"  
W 115.16 feet; thence N 47°30'03" W 21.00 feet; thence  
Northeasterly 157.25 feet along the arc of a 330.00 foot radius  
curve to the left said curve having a chord which bears N  
25°25'39" E 155.77 feet; thence N 11°46'33" E 128.60 feet; thence  
S 78°13'27" E 175.00 feet; thence S 01°21'22" E 1017.81 feet to  
the point of beginning; being located in part of the N1/2 of the  
SE1/4 of Section 25 T.15N., R.22E., City of Sheboygan Falls,  
Sheboygan County, Wisconsin.

*deleted by  
via amendment*

### 3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be eight (8) buildings on the real estate described in Section 2.1 above which shall contain a total of sixteen (16) living units and sixteen (16) garage units. The buildings shall be one (1) story in height. Each Unit (hereinafter described) shall have an attached garage. The Declarant shall have the right to subject up to an additional forty (40) units to this Condominium Declaration by constructing additional buildings on the real estate described in Paragraph 2.3. The Declarant currently anticipates that the Units and buildings shall be positioned as shown on the Condominium Plat attached hereto marked Exhibit "A", but reserves the right to change the number of buildings, layout, location, and dimensions if required to achieve the best development, in the opinion of the Declarant. The buildings shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements.

Enlargement of the Condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are Unit Owners given any rights, to add any property or construct any additional Units as a part of the original Condominium. The Declarant may develop a portion only and not all of the additional property and Units as specified in Paragraph 2.3.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The units are more fully described in the Condominium Plat attached hereto marked Exhibit "A" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and Units as finally located and erected. Declarant reserves the right to change the layout and dimensions of the buildings and Units shown in Exhibit "A" which are not presently constructed, provided that

such changes will not substantially alter the architectural design, nature and quality of the buildings and Units.

#### 4. NUMBER AND IDENTIFICATION OF UNITS

*deleted via Amendment*

4.1. NUMBER. There shall be a total of sixteen (16) condominium Units in Miley's Meadow Condominiums.

4.2. IDENTIFICATION. A "Unit" is that part of a building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the unfinished interior surface of the perimeter walls, floors and ceilings of the building. The Unit shall also consist of the windows, window frames, doors and door frames located within or contiguous to the Unit. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Each Unit shall also consist of one (1) "Garage Unit" which is intended for individual, private use comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors and ceilings of the building. The Condominium Garage Unit shall also consist of the windows, window frames, doors and door frames which are located within or contiguous to the Unit. Said boundaries are shown on the Condominium Plat, together with all fixtures and improvements therein contained. A Unit and a Garage Unit may not be separated.

The post office addresses of the Units are:

Unit 11	108 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 12	106 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 21	112 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 22	114 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 31	118 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 32	120 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 41	124 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 42	126 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 51	130 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 52	132 Sarah's Way, Sheboygan Falls, Wisconsin	53085

Unit 61	136 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 62	138 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 71	195 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 72	197 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 131	103 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 132	105 Sarah's Way, Sheboygan Falls, Wisconsin	53085

The owner of a Unit shall be known as "Unit Owner".

## 5. COMMON ELEMENTS

The "Common Elements" shall consist of all of the Condominium, except the Units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each Unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping.

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

The manner of use of the Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

## 6. LIMITED COMMON ELEMENTS

6.1 DESCRIPTION. A portion of the Common Elements are designated as "Limited Common Elements" as are shown on the Condominium Plat. Limited Common Elements consist of the walks, decks, patios, or porches, if any, immediately adjacent and appurtenant to each Unit to which it is accessed by a door from a Unit and the driveway immediately adjacent and appurtenant to the garage door to each Unit. Limited Common Elements shall be reserved for the exclusive use of the Unit to which they are appurtenant.

6.2 PARKING. Unit Owners may park automobiles in the driveway serving a Unit, providing such parking does not interfere with the access to other Unit's garage. At no time shall a Unit Owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in the Common Elements or Limited Common Elements without first obtaining the written consent of the Association.

6.3 SATELLITE DISH. There shall be no television satellite dish of any type placed upon any of the Common Elements or Limited Common Elements without complying with this paragraph. The Unit Owner shall place the satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not effect the structural soundness or integrity of any building. The Unit Owner shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by binding arbitration.

6.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

deleted  
via 1st  
amendment

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each Unit shall be as follows:

Unit 11	5.9247%
Unit 12	6.2500%
Unit 21	6.3946%
Unit 22	6.3946%
Unit 31	6.3946%
Unit 32	6.3946%
Unit 41	6.2500%
Unit 42	6.2500%
Unit 51	6.2500%
Unit 52	6.2500%
Unit 61	6.2500%
Unit 62	6.2500%
Unit 71	6.2500%
Unit 72	6.2500%
Unit 131	6.2500%
Unit 132	5.9969%

With each phase of development, the percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each such Unit shall change. A Unit Owner or mortgagee gaining an interest in any Unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.



## 8. RESIDENTIAL PURPOSE

All buildings and the Units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association.

## 9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners (hereinafter 'Association'). The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association may be incorporated as a non-profit corporation under the Laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2 VOTING RIGHTS. The Association shall have two classes of voting membership as follows:

(1) Class A - Class A members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one vote for each Unit owned. The number of votes allocated to Class A members shall increase proportionately with each expansion maintaining the one vote per Unit formula.

(2) Class B - Class B members shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding ten (10) years from conveyance of the first Unit to any person other than Declarant, whichever first occurs.

The respective rights and qualifications of the two classes of members and the election of directors shall be as set forth in the Bylaws of the Association.

9.3 ASSOCIATION PERSONNEL. The Declarant and Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Declarant and Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each Unit.

9.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to Unit Owners, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which have an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year. The Association shall make an audited financial statement for the preceding fiscal year available to the holder, insurer, or guarantor of any first mortgage that is secured by a Unit on submission of a written request for it. The audited financial statement shall be made available within one hundred twenty (120) days of the fiscal year end of the Association. The cost of the audit shall be at the expense of the Association.

9.5 INITIAL WORKING CAPITAL AND RESERVE FUND. At the time of the first conveyance of a Unit from the Declarant, the purchaser of such Unit shall pay to the Association a one-time contribution equal to twice the monthly Association assessment in effect at the time of sale. One-half of the contribution shall be placed into a reserve for future repairs and replacements, and the other half shall provide the Association with initial working capital to be used for the expenses of the Association. Amounts paid pursuant hereto are not to be considered as an advance payment of the monthly assessment. The Declarant is prohibited from utilizing the working capital funds to defray any of its expenses, reserve contributions, construction costs, or to make up any budget deficits while it is in control of the Association.

9.6 REMEDIES FOR VIOLATIONS BY UNIT OWNER. A Unit Owner who fails to comply with the Declaration, the Bylaws, the Association rules, or the Act, is liable for any charges, fines, or assessments imposed by the Association pursuant to the Bylaws or Association rules as a result of the violation and may be subject to a temporary or permanent injunction.

## 10. REPAIRS AND MAINTENANCE

10.1 COMMON ELEMENTS. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping. In addition, the Association shall regulate the use of the Common Elements and Limited Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Common Elements or Limited Common Elements.

10.2 INDIVIDUAL UNITS AND LIMITED COMMON ELEMENTS. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its 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 the 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 all plumbing fixtures and piping connected to the Unit, fireplace, chimney, and flue, the replacement of windows, doors, lighting fixtures, refrigerators, air-conditioning equipment, all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit. Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit in a good, clean, sanitary, and attractive condition.

10.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce the value of the Condominium, or impair any



easement or hereditament, or change the exterior appearance of a Unit or any other portion of the Condominium not part of the Unit. A Unit Owner may make improvements or alterations within the Unit that do not impair the structural integrity, or lessen the support of any portion of the Condominium, and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

10.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any Unit at reasonable times and under reasonable conditions when necessary to make repairs when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

10.5 IMPROVEMENTS TO LIMITED COMMON ELEMENTS. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to the Unit Owner's Unit if all the following conditions are met:

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.
2. The improvements will not interfere with the use and enjoyment of the Units of other Units Owners, or the Common Elements, or Limited Common Elements of the Condominium.
3. The improvement will not impair the structural integrity of the Condominium.
4. Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association
5. All costs and expenses of an improvement, and any increased costs of maintenance and repair of the Limited Common Elements

resulting from the improvement, are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit Owners from liens on property of the Association, or of other Unit Owners that otherwise might result from the improvement.

#### 11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise furnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

#### 12. RESTRICTION ON USE AND OCCUPANCY

Each Unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. No trade shall be carried on anywhere within the Condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion; however, no Unit may be leased or rented by Declarant for a period of less than thirty (30) days.

Unit Owners other than Declarant may lease or rent a Unit; however, the lease must have a minimum initial term of six (6) months. No rooms in any Unit may be rented and no transient tenants may be accommodated. As a condition of the rental or lease of a Unit, the Unit Owner grants the Association power of attorney to bring an eviction action against a tenant of the Unit Owner who has failed to comply with the Declaration, the Bylaws, rules of the Association, or any act or omission that constitutes grounds for eviction under Chapter 704 of the Wisconsin Statutes, if the Unit Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. Giving notice terminating, or not renewing a tenant's lease or rental agreement within sixty (60) days after an eviction request by the Association, constitutes reasonable action to evict the tenant for purposes of this paragraph. The Association shall give the Unit Owner ten (10) days' written notice of the Association's intent to evict a tenant. The cost of the eviction shall be the responsibility of the Unit Owner and shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two (2) years after the date the assessment becomes due.

A tenant of a Unit who fails to comply with this Declaration, the Bylaws, rules of the Association, or the Act that results in a charge, fine, or assessment imposed by the Association pursuant to the Bylaws or Association rules is liable for the charge, fine, or assessment. The Unit Owner of the Unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessments imposed by the Association for which the tenant is liable that are not paid by the tenant within thirty (30) days after receiving notice of the charge, fine, or assessment. If the Association imposes a charge, fine, or assessment as a result of a violation by the tenant of a Unit, the Association shall give notice to the tenant by any method under Wisconsin Statute Section 704.21(1)(a) – (e) and to the Unit Owner of the Unit occupied by the tenant by any method under Wisconsin Statute Section 704.21(2)(a) – (d). The notice shall include all of the following:

- A. The amount of charges, fines, or assessments for which the tenant is liable.
- B. Notice that if the tenant fails to pay the Association the amount for which the tenant is liable within thirty (30) days after the tenant receives the notice, the Unit Owner is liable to the Association for the unpaid amount by the tenant.

The rental or lease of a Unit constitutes an agreement by the tenant, as a condition of the Lease, to comply with this Declaration, the Bylaws, the rules of the Association, and the provisions of the Act. Within five (5) business days after entering into or renewing a written Lease Agreement, the Unit Owner shall provide a copy of the Lease Agreement to the Association. The Association shall keep a copy of the Lease Agreement on file while the Lease Agreement is in effect. Prior to the occupancy of a Unit, the Unit Owner shall provide a copy of this Declaration, the Bylaws, and the rules of the Association, to the tenant, or place the information in the Unit.

### 13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. On reconstruction the design, plan and specifications, of any building or Unit, may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any Unit may not vary more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.



If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners shall be assessed for the deficiency in accordance with the percentage of ownership in the Common Elements.

#### 14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the Condominium against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The Association shall also provide insurance coverage for fixtures, improvements, and alterations that are a part of the building or structure located within the Units to the extent provided for in the original building specifications, if said coverage is available to the Association by the terms of the blanket casualty insurance policy. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. The Association is hereby designated and each Unit Owner hereby appoints the Association to represent the Unit Owners in any related proceedings, negotiations, settlement, or agreements, regarding the insurance coverage. Each Unit Owner hereby appoints the Association as an attorney-in-fact for the purpose of representation in any related proceedings, negotiations, settlements, or agreements, regarding insurance. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, 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 servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within

that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

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The Unit Owner shall be responsible for and shall obtain insurance coverage for personal property and the replacement of appliances including refrigerators, dishwashers, disposal, laundry equipment such as washers and dryers, and ranges.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair the Condominium, or the Court has ordered partition of the Condominium, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the Common Elements have been completely repaired or restored, and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the Unit Owners in accordance with their percentage of ownership in the Common Elements.

If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but, in any event such coverage shall be for at least \$1,000,000.00 for bodily injury and personal injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.



## 15. LIABILITY FOR COMMON EXPENSES

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The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, and the common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners, as well as the Units themselves, for such common expenses and for the creation of reserves for the payment of future common expenses with each Unit subject to said assessment paying an equal share of the assessment. Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the By-Laws. With each phase of development, the share shall change accordingly. It being the intent of the Declarant that the share shall initially be, after construction of the initial phase, one/sixteenth ( $1/16^{\text{th}}$ ) per Unit, and upon the conclusion of the total envisioned project, the share shall be one/fifty-sixth ( $1/56^{\text{th}}$ ) per Unit. Any Unit Owner or mortgagee gaining an interest in any Unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

A Unit Owner, shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association, or during any period in which the Unit is not occupied by the Unit Owner, or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by the abandonment of his Unit.

During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no assessments shall be assessed against any Unit owned by the Declarant. During the period of Declarant control, the assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full assessments, based on the annual Operating Budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total assessments payable by Unit Owners, other than Declarant, do not cover the total Common Expenses. The Declarant, as a Unit Owner, shall not be liable for any annual or special assessments as assessed by the Association. The Declarant shall be liable for assessments on a Unit commencing with the occupancy of said Unit.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two year period it is filed. The Association must serve the Declarant with a notice of dues within thirty (30) days of assessment.

A lien for delinquent common expenses that the Association assesses against a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. In addition, a lien for common expenses will not be affected by the sale or transfer of a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not release any subsequent Unit Owner from paying any further assessments.

The Association is granted the power to collect levied assessments from the Unit Owners in accordance with legal remedies available if the assessments are not paid when they are due. The assessments, including interest at Twelve percent (12%) annum, costs and reasonable attorneys fees, shall become a lien against the Unit.

All sums assessed by an association, but unpaid for, regarding the share of the common expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
- E. A lien under Section 292.31(8)(i) or 292.81 of the Wisconsin Statutes.

The common surpluses resulting from the operation of the Condominium shall be credited to the Unit Owner's assessments for common expenses, or shall be used for any other purpose as the Association decides, or shall be refunded to the Unit Owners with each Unit receiving a share of said surplus in proportion to the dues paid by the Unit Owner during the preceding twelve (12) month period.

A grantee of a Unit is entitled to a statement from the Association, or the Board of Directors, setting forth the amount of unpaid assessments against the grantor of a Unit. The grantee of a Unit is not liable for, nor shall the Unit conveyed be subject to a lien that is not filed for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association, or the Board of Directors, does not provide such a statement within ten (10) business days after the grantee's request, the Association is barred from claiming under any lien that is not filed prior to the request for the statement against the grantee.

#### 16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants.

#### 17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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

#### 18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 UTILITIES. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires



and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and Limited Common Elements.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association and the Declarant shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

The Declarant hereby reserves the unqualified right of access or ingress and egress across the property set forth in Section 2.1 to the Expansion Lands as set forth in Section 2.3. Said easement shall run with the land and inure to the benefit of the Declarant, its successors and assigns. In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto. In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Real Estate, the Declarant nevertheless shall have the right to construct on, renovate, or remodel all or any portion of any improvements on the Expansion Real Estate and to operate the same without restriction.

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

18.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The

Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

#### 19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT 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 a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

#### 20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of at least Sixty-seven percent (67%) of the aggregate votes of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Paragraph. The documents submitting the amendment for recording shall state that the required consents and approval for the amendment were received. A copy of the amendment shall be recorded with the Register of Deeds for Sheboygan County and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. In addition to the foregoing, this Declaration may be amended in any other manner provided under the Act. No action to challenge the validity of an amendment under this Section may be brought more than one (1) year after the amendment is recorded.

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#### 21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all Unit Owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Sheboygan County, provided that the holders of all liens affecting any of

the Units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Sheboygan County, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. Upon 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 appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the owner in the Common Elements.

## 22. NOTICES

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

22.2. NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage (an eligible mortgage holder), upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any Unit, (4) the purposes to which any Unit or the Common Elements are restricted; (5) in assessments that raise the previous assessed amount by more than Twenty five percent (25%), (6) the reserves for maintenance, repair and replacement of common elements which results in a reduction, (7) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project, (8) imposition of any restrictions on the leasing of Units, (9) imposition or restriction on a Unit Owner's right to sell or transfer his Unit, or (10) the restoration or repair of the project in a manner other than specified in the document.

- B. Any proposed termination of the Condominium regime;
- C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- D. Any delinquency in the payment of assessments or charges owned by a Unit Owner or a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;
- E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

### 23. FURTHER MATTERS

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

B. The Declarant hereby reserves the right to cause one or more of the Units it owns to be maintained as a model unit and to display such models and the Common Elements of the Condominium. The Declarant further reserves the right to maintain signs offering the sale of Units in the Condominium until all Units are sold at which time "For Sale" or "For Lease" signs shall be prohibited.

C. If entered into before the officers elected by the Unit Owners pursuant to the Bylaws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a Declarant or any person affiliated with the Declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to Unit Owners, when entered into under the circumstances then prevailing may be terminated by the Association or its Board of Directors at any time without penalty upon not less than ninety (90) days notice to the other party thereto.

#### 24. RESIDENT AGENT

The resident agent shall be Curt A. Bushman, W230 S4353 Milky Way Road, Waukesha, Wisconsin 53189, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

#### 25. 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.

#### 26. 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.

#### 27. SEVERABILITY

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



28. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

29. HOMESTEAD

This is not homestead property.

IN WITNESS WHEREOF, the said Declarant, Bellcraft Development, LLC, has caused this Declaration to be executed at Waukegan, Wisconsin, this 29 day of November, 2006.

BELLCRAFT DEVELOPMENT, LLC

By: Curt A. Bushman  
Curt A. Bushman, Member

By: Michael P. Petrusich  
Michael P. Petrusich, Member

By: Gerald N. Buscher  
Gerald N. Buscher, Member

STATE OF WISCONSIN)

SS  
WAUKESHA COUNTY )

On this 29 day of November, 2006, before me personally came Bellcraft Development, LLC, by Gerald N. Buscher, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Denne M. Wuebben

DENNA M. WUEBBEN

Notary Public, State of Wisconsin

My Commission: 5/23/10



STATE OF WISCONSIN)

SS

WAUKESHA COUNTY )

On this 29 day of November, 2006, before me personally came Bellcraft Development, LLC, by Curt A. Bushman, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Donna M. Wuebben

DONNA M. WUEBBEN

Notary Public, State of Wisconsin

My Commission: 5/23/10



STATE OF WISCONSIN)

SS

WAUKESHA COUNTY )

On this 29 day of November, 2006, before me personally came Bellcraft Development, LLC, by Michael P. Petrusich, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Donna M. Wuebben

DONNA M. WUEBBEN

Notary Public, State of Wisconsin

My Commission: 5/23/10





IN WITNESS WHEREOF, Town Bank, holder of the first mortgage, does hereby consent to this Declaration, this 30th day of November, 2006.

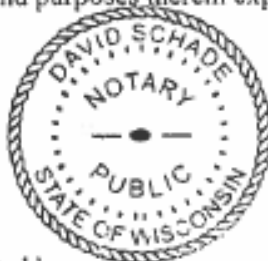
TOWN BANK

By: Michael A. Stratton  
Title: Vice Pres.

By: Michael L. Anahie  
Title: Vice Pres.

STATE OF WI )  
Waukesha COUNTY )  
ss

On this 30 day of November, 2006, before me personally came Town Bank, by Mike Stratton and Mike Anahie, its V.P. and V.P., respectively, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.



David Schade  
Notary Public, State of Wisconsin  
My Commission: 1-20-2005

This instrument was drafted by:  
Attorney Stephen A. Hartman  
TRAPP & HARTMAN, S.C.  
14380 West Capitol Drive  
Brookfield, Wisconsin 53005-2392

[illegible][illegible]

Year	Male	Female
1990	10.1	10.1
1991	10.2	10.2
1992	10.3	10.3
1993	10.4	10.4
1994	10.5	10.5

[illegible]

● 2013年12月15日

† NUMBER IDENTIFY THAT THERE IS A TRUE REPRESENTATION OF THE CONDUCTOR IDENTIFIED WITH THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS (See also Appendix 2) (see page 10)

2000-01-01  
2000-01-01

[illegible]

SHEET 1 OF 2

## BASEMENT: PL100H



SHEET 2 OF 2



FOR EXHIBIT SEE  
VOL. 14 PAGE 536/538  
DOC# 2035453

**RETURN TO:**

Attorney Stephen A. Hartman  
Trapp & Hartman, S.C.  
19395 West Capitol Drive, Suite 201  
Brookfield, Wisconsin 53045

PARCEL IDENTIFIER NUMBER:

**FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATIONS OF  
CONDITIONS, COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR  
MILEY'S MEADOW CONDOMINIUM**



**2035454**  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
02/24/2017 3:03 PM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
EXEMPTION #  
Cashier ID: 3  
PAGES: 15

THIS AMENDMENT is made this 1 day of December, 2016, pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act"), by Bellcraft Development, LLC, a Wisconsin limited liability company, (hereinafter referred to as "Declarant").

WHEREAS, the Declarant on the 28<sup>th</sup> day of November, 2006, created Miley's Meadow Condominiums, a Condominium, pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions, and Easements for Miley's Meadow Condominiums, which were recorded in the office of the Register of Deeds for Sheboygan County, State of Wisconsin, on the 7<sup>th</sup> day of December, 2006, as document number 1814802; and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations.

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions, and Easements for Miley's Meadow Condominium are amended as follows:

1. The provisions of Paragraph 2 are deleted in their entirety and we substitute the following new Paragraph 2:

**2. LEGAL DESCRIPTION AND NAME**

**2.1 LEGAL DESCRIPTION.** The following described real estate is subject to the provisions of this Declaration:

All of Lot 1 of Certified Survey Map recorded in Volume 21 of Certified Survey Maps on pages 59 and 60, as Document No. 1749440, corrected by Affidavit of Correction recorded as

Document No. 1878117, and part of the vacated street, located in part of the NE ¼ of the SE ¼ of Section 25, Township 15 North, Range 22 East, City of Sheboygan Falls, Sheboygan County, Wisconsin.

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Miley's Meadow Condominiums.

2.3 PARCEL WHICH HAS BEEN ADDED TO THE CONDOMINIUM. The following parcel is added to the Condominium:

Part of Lot 1 of Certified Survey Map recorded in Volume 21 of Certified Survey Maps on pages 59 and 60, as Document No. 1749440, corrected by Affidavit of Correction recorded as Document No. 1878117, and part of the vacated street, located in part of the NE ¼ of the SE ¼ of Section 25, Township 15 North, Range 22 East, City of Sheboygan Falls, Sheboygan County, Wisconsin, which is bounded and described as follows:

Beginning at the southeast corner of said Lot 1, thence S 59°06'10" W, along the northwesterly right of way line of Fond du Lac Avenue, 151.36 feet; thence N 47°55'37" W, 165.51 feet to a point in the easterly right of way line of Sarah's Way, a private road; thence northerly, along said easterly right of way line of Sarah's Way, along the arc of a curve to the left 64.12 feet, chord N 12°52'46" E 63.52 feet, curve radius 135.00 feet, delta 27°12'49"; thence N 00°43'38" W, continuing along said easterly right of way line of Sarah's Way, 404.50 feet; thence northerly, continuing along said easterly right of way line, along the arc of a curve to the right 47.15 feet, chord N 02°10'39" E 47.13 feet, curve radius 465.00 feet, delta 05°48'34"; thence N 05°04'56" E continuing along said easterly right of way line of Sarah's Way, 118.93 feet; thence northwesterly, continuing along said easterly right of way line of Sarah's Way, along the arc of a curve to the left 119.31 feet; chord N 21°12'33" W 115.16 feet, curve radius 130.00 feet, delta 52°34'59"; thence N 47°30'03" W, continuing along said easterly right of way line of Sarah's Way, 21.00 feet to the intersection with the southeasterly right of way line of Tower Drive; thence northeasterly, along said southeasterly right of way line of Tower Drive, along the arc of a curve to the left 157.25 feet, chord N 25°25'38" E 155.77 feet, curve radius 330.00 feet, delta 27°18'11"; thence N 11°46'33" E, continuing along said southeasterly right of way line of Tower Drive, 128.59 feet to the most northerly corner of said Lot 1; thence S 78°13'27" E, along

the north line of said Lot 1, 175.00 feet to the northeast corner of said Lot 1, also being the southeast corner of Lot 28 of Woodland Park Subdivision; thence S 01°21'22" E, along the east line of said Lot 1, 1017.81 feet to the point of beginning.

2. The provisions of Paragraph 3 are deleted in their entirety and we substitute the following new Paragraph 3:

### 3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be sixteen (16) buildings on the real estate described in Section 2.1 above which shall contain a total of forty-three (43) living units and forty-three (43) garage units. The buildings shall be one (1) story in height. Each Unit (hereinafter described) shall have an attached garage. The buildings shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The units are more fully described in the Condominium Plat attached hereto marked Exhibit "A" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and Units as finally located and erected. Declarant reserves the right to change the layout and dimensions of the buildings and Units shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and Units.

3. The provisions of Paragraph 4 are deleted in their entirety and we substitute the following new Paragraph 4:

### 4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of forty-three (43) condominium Units in Miley's Meadow Condominiums.

4.2 IDENTIFICATION. A "Unit" is that part of a building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the unfinished interior surface of the perimeter walls, floors and ceilings of the building. The Unit shall also consist of the windows, window frames, doors and door frames located within or contiguous to the Unit. The Units are designated by

identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Each Unit shall also consist of one (1) "Garage Unit" which is intended for individual, private use comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors and ceilings of the building. The Condominium Garage Unit shall also consist of the windows, window frames, doors and door frames which are located within or contiguous to the Unit. Said boundaries are shown on the Condominium Plat, together with all fixtures and improvements therein contained. A Unit and a Garage Unit may not be separated.

The post office addresses of the Units are:

Unit 11	108 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 12	106 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 21	112 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 22	114 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 31	118 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 32	120 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 41	124 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 42	126 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 51	130 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 52	132 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 61	136 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 62	138 Sarah's Way, Sheboygan Falls, Wisconsin	53085
<i>Tower Dr 225</i> <i>Tower Dr 227</i> Unit 71	<del>140 Sarah's Way, Sheboygan Falls, Wisconsin</del>	<del>53085</del>
Unit 72	<del>142 Sarah's Way, Sheboygan Falls, Wisconsin</del>	<del>53085</del>
Unit 131	103 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 132	105 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 141	107 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 142	109 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 143	111 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 144	113 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 151	115 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 152	117 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 153	119 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 154	121 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 161	123 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 162	125 Sarah's Way, Sheboygan Falls, Wisconsin	53085
Unit 163	127 Sarah's Way, Sheboygan Falls, Wisconsin	53085



Unit 171	129 Sarah's Way, Sheboygan Falls, Wisconsin 53085
Unit 172	131 Sarah's Way, Sheboygan Falls, Wisconsin 53085
Unit 173	133 Sarah's Way, Sheboygan Falls, Wisconsin 53085
Unit 181	135 Sarah's Way, Sheboygan Falls, Wisconsin 53085
Unit 182	137 Sarah's Way, Sheboygan Falls, Wisconsin 53085
Unit 191	139 Sarah's Way, Sheboygan Falls, Wisconsin 53085
Unit 192	141 Sarah's Way, Sheboygan Falls, Wisconsin 53085
Unit 193	143 Sarah's Way, Sheboygan Falls, Wisconsin 53085
Unit 194	145 Sarah's Way, Sheboygan Falls, Wisconsin 53085
Unit 201	217 Tower Drive, Sheboygan Falls, Wisconsin 53085
Unit 202	215 Tower Drive, Sheboygan Falls, Wisconsin 53085
Unit 203	213 Tower Drive, Sheboygan Falls, Wisconsin 53085
Unit 204	211 Tower Drive, Sheboygan Falls, Wisconsin 53085
Unit 211	205 Tower Drive, Sheboygan Falls, Wisconsin 53085
Unit 212	207 Tower Drive, Sheboygan Falls, Wisconsin 53085
Unit 213	209 Tower Drive, Sheboygan Falls, Wisconsin 53085

The owner of a Unit shall be known as "Unit Owner".

4. The provisions of Paragraph 7 are deleted in their entirety and we substitute the following new Paragraph 7:

#### 7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each Unit shall be as follows:

Unit 11	2.1166%
Unit 12	2.2328%
Unit 21	2.2843%
Unit 22	2.2843%
Unit 31	2.2843%
Unit 32	2.2843%
Unit 41	2.2328%
Unit 42	2.2328%
Unit 51	2.2328%
Unit 52	2.2328%

Unit 61	2.2328%
Unit 62	2.2328%
Unit 71	2.2328%
Unit 72	2.2328%
Unit 131	2.2328%
Unit 132	2.1424%
Unit 141	2.3748%
Unit 142	2.2974%
Unit 143	2.2974%
Unit 144	2.3748%
Unit 151	2.4265%
Unit 152	2.3490%
Unit 153	2.3490%
Unit 154	2.4265%
Unit 161	2.4007%
Unit 162	2.3232%
Unit 163	2.4007%
Unit 171	2.4007%
Unit 172	2.3232%
Unit 173	2.4007%
Unit 181	2.4007%
Unit 182	2.4265%
Unit 191	2.4265%
Unit 192	2.3490%
Unit 193	2.3490%
Unit 194	2.4265%
Unit 201	2.4265%
Unit 202	2.3490%
Unit 203	2.3490%
Unit 204	2.4265%
Unit 211	2.4265%
Unit 212	2.3490%
Unit 213	2.4265%

5. The provisions of Paragraph 15 are deleted in their entirety and we substitute the following new Paragraph 15:

15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, and the common services provided to the Unit Owners shall be paid for by the Association. The Association shall make

assessments against the Unit Owners, as well as the Units themselves, for such common expenses and for the creation of reserves for the payment of future common expenses with each Unit subject to said assessment paying an equal share of the assessment. Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the By-Laws.

A Unit Owner, shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association, or during any period in which the Unit is not occupied by the Unit Owner, or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by the abandonment of his Unit.

During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no assessments shall be assessed against any Unit owned by the Declarant. During the period of Declarant control, the assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full assessments, based on the annual Operating Budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total assessments payable by Unit Owners, other than Declarant, do not cover the total Common Expenses. The Declarant, as a Unit Owner, shall not be liable for any annual or special assessments as assessed by the Association. The Declarant shall be liable for assessments on a Unit commencing with the occupancy of said Unit.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two year period it is filed. The Association must serve the Declarant with a notice dues within thirty (30) days of assessment. *1055 assessment ins*

A lien for delinquent common expenses that the Association assesses against a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. In addition, a lien for common expenses will not be affected by the sale or transfer of a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not release any subsequent Unit Owner from paying any further assessments.

The Association is granted the power to collect levied assessments from the Unit Owners in accordance with legal remedies available if the assessments are not paid when they are due. The assessments, including interest at Twelve percent (12%) annum, costs and reasonable attorneys fees, shall become a lien against the Unit.

All sums assessed by an association, but unpaid for, regarding the share of the common expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
- E. A lien under Section 292.31(8)(i) or 292.81 of the Wisconsin Statutes.

The common surpluses resulting from the operation of the Condominium shall be credited to the Unit Owner's assessments for common expenses, or shall be used for any other purpose as the Association decides, or shall be refunded to the Unit Owners with each Unit receiving a share of said surplus in proportion to the dues paid by the Unit Owner during the preceding twelve (12) month period.

A grantee of a Unit is entitled to a statement from the Association, or the Board of Directors, setting forth the amount of unpaid assessments against the grantor of a Unit. The grantee of a Unit is not liable for, nor shall the Unit conveyed be subject to a lien that is not filed for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association, or the Board of Directors, does not provide such a statement within ten (10) business days after the grantee's request, the Association is barred from claiming under any lien that is not filed prior to the request for the statement against the grantee.

IN WITNESS WHEREOF, the said Declarant, Bellcraft Development, LLC, has caused this Amendment to be executed at Waukesha, Wisconsin, this 1 day of December, 2016.

BELLCRAFT DEVELOPMENT, LLC

By: Curt A. Bushman  
Curt A. Bushman, Member

By: Michael P. Petrusich  
Michael P. Petrusich, Member

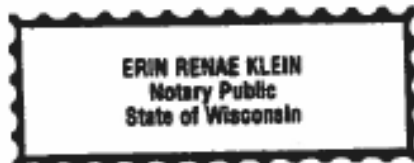
By: Gerald N. Buscher  
Gerald N. Buscher, Member

STATE OF WISCONSIN)

ss

WAUKESHA COUNTY )

On this 1 day of December, 2016, before me personally came Bellcraft Development, LLC, by Curt A. Bushman, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.



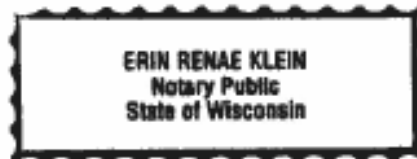
Erin Renae Klein  
Notary Public, State of Wisconsin  
My Commission: 6/9/19

STATE OF WISCONSIN)

SS

WAUKESHA COUNTY )

On this 1 day of December, 2016, before me personally came Bellcraft Development, LLC, by Michael P. Petrusich, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.



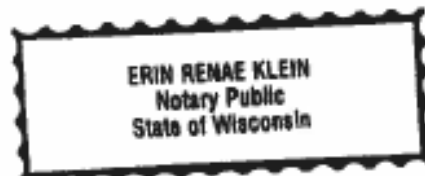
Erin Renae Klein  
Notary Public, State of Wisconsin  
My Commission: 6/9/19

STATE OF WISCONSIN)

SS

WAUKESHA COUNTY )

On this 1 day of December, 2016, before me personally came Bellcraft Development, LLC, by Gerald N. Buscher, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.



Erin Renae Klein  
Notary Public, State of Wisconsin  
My Commission: 6/9/19





This instrument was drafted by:  
Attorney Stephen A. Hartman  
TRAPP & HARTMAN, S.C.  
19395 West Capitol Drive, Suite 201  
Brookfield, Wisconsin 53045

Sheet 1 of 1

[illegible]

Part of Lot 2 of Certified Survey Map recorded in Volume 21 of Certified Survey Maps on pages 28 and 83, as Document No. 279380, created by AUSA of Connecticut recorded as Document No. 1078127, and part of the vested estate, located in part of the NE 1/4 of the SE 1/4 of Section 25, Township 18 North, Range 22 East, County of Shelburne Falls, Shelburne County, Wisconsin, which is recorded and described as follows:

[illegible]

Surveyor's Certificate:



I hereby certify that by the direction of the developer, I have surveyed and mapped the land shown and described herein and that this is a true and correct representation of Link's Willow Condominiums, and that the boundaries and location of each unit and the common elements can be determined from the plat.

Printed this 23<sup>rd</sup> day of July, 2009 at St. Louis, Missouri

David J. Langness, 5-22-94

The limited common elements are: stairways, drives, walkways and landscaped areas which service and/or appurtenant to one and only one of the Units, whether or not specifically designated as such on the Plan. The exclusive use of limited common elements shall be reserved to the owner or occupant of the unit to which same are appurtenant, to the exclusion of all other Units and/or Owners in the Condominium. As depicted on the condominium plan, the drive parking is not in front of each unit, it is to be considered a part of the limited common element appurtenant to each Unit.

The common areas are those areas other than the United and Limited Common Elements.

-  - indicates a listed Common Element
-  - indicates existing condominium units per May's Meadow Condominium



Reprints are referred to the end file of Unit 1 of CBT recorded in Vol. 11 on pp. 88-90. In Dec. 1941, 1742940, which had a corrected number of 5-6171231.

### Score in Rest:

bullseye Development, LLC  
622054353 Milky Way Rd  
mashburn, VA 22646-7991

**Sufficiency:**  
 Alexander Semov  
 David J. Lauer  
 2009 East Springs Rd  
 Louisville, KY 40208

This instrument was drafted by David J. Lemley. 5-1191

# Miley's Meadow Condominium

## Addendum No. 1

### Expandable Area

Sheet 2 of 3

All of Lot 1 of Certified Survey Map recorded in Volume 31 of Certified Survey Maps on pages 59 and 60, as Document No. 1749440, corrected by Affidavit of Correction recorded as Document No. 1878157, and part of the vacated street, located in part of the NE 1/2 of the SE 1/4 of Section 25, Township 15 North, Range 22 East, City of Shelbyville Park, Shelbyville County, Wisconsin.

11,983 Sq. Ft.	2,450 Sq. Ft.	6,450 Sq. Ft.	3,843 Sq. Ft.
Unit 204	Unit 203	Unit 202	Unit 201
Unit 194	Unit 193	Unit 192	Unit 191
Unit 154	Unit 153	Unit 152	Unit 151
Unit 141	Unit 142	Unit 143	Unit 144



**First Floor Plan**  
Scale: 1" = 30'

11,983 Sq. Ft.	2,450 Sq. Ft.	6,450 Sq. Ft.	3,843 Sq. Ft.
Unit 204	Unit 203	Unit 202	Unit 201
Unit 194	Unit 193	Unit 192	Unit 191
Unit 154	Unit 153	Unit 152	Unit 151
Unit 141	Unit 142	Unit 143	Unit 144



**Basement Plan**  
Scale: 1" = 30'



*David L. Conner*  
David L. Conner, S.E.  
Entered for the City of Nashville, TN, 2015.

# Miley's Meadow Condominium

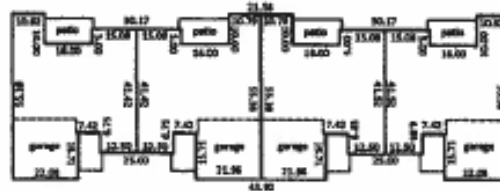
## Addendum No. 1

### Expandable Area

Sheet 1 of 3

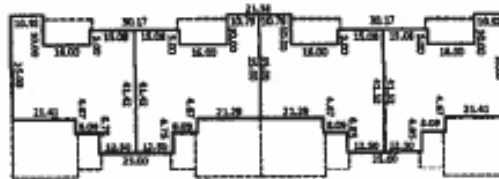
All of Lot 1 of Certified Survey Map recorded in Volume 21 of Certified Survey Maps on pages 59 and 60, as Document No. 1749440, corrected by Affidavit of Correction recorded as Document No. 1878217, and part of the vacated street, located in part of the NE 1/2 of the SE 1/4 of Section 25, Township 15 North, Range 22 East, City of Sheboygan Falls, Sheboygan County, Wisconsin.

(L489) Sq. Ft.)	(L455) Sq. Ft.)	(L295) Sq. Ft.)	(L488) Sq. Ft.)
Unit 204	Unit 203	Unit 202	Unit 201
Unit 194	Unit 193	Unit 192	Unit 191
Unit 154	Unit 153	Unit 152	Unit 151
Unit 141	Unit 142	Unit 143	Unit 144



**First Floor Plan**  
Scale: 1" = 30'

(L489) Sq. Ft.)	(L455) Sq. Ft.)	(L295) Sq. Ft.)	(L488) Sq. Ft.)
Unit 204	Unit 203	Unit 202	Unit 201
Unit 194	Unit 193	Unit 192	Unit 191
Unit 154	Unit 153	Unit 152	Unit 151
Unit 141	Unit 142	Unit 143	Unit 144



**Basement Plan**  
Scale: 1" = 30'



*David J. Langer*  
David J. Langer, A-2285

Current till 3/31/2024, Date of No. 1878217, 2016.

State Bar of Wisconsin Form 00-2011  
**CORRECTION INSTRUMENT**

Under Wis. Stat. § 706.085

Document Number

Document Name

Undersigned hereby states that a certain document ("conveyance") titled as First Amendment to Condominium Declarations of (type of document), and executed between by Bellcraft Development, LLC, Grantor, and Grantee; was recorded in Sheboygan County, Wisconsin, on February 24, 2017, in volume \_\_\_\_\_, page \_\_\_\_\_, as document number 2035454, and contained the following error:

\*Conditions, Covenants, Restrictions and Easements for Miley's Meadow Condominium

Undersigned makes this Correction Instrument for the purpose of correcting the conveyance as follows:

The addresses of Units 71 and 72 are incorrect.\*\*

The basis for Undersigned's personal knowledge is (check one):

- ☐ Undersigned is the Grantor/Grantee of the property described in the conveyance.  
☒ Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument  
☐ Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument  
☐ Other (Explain):

\*\*The correct address for Unit 71 is: 225 Tower Drive, Sheboygan Falls, WI 53085

The correct address for Unit 72 is: 227 Tower Drive, Sheboygan Falls, WI 53085

A copy of the conveyance (in part or whole) ☒ is ☐ is not attached to this Correction Instrument (if a copy of the conveyance is not attached, attach the legal description).

Undersigned has sent notice of the execution and recording of this Correction Instrument by \_\_\_\_\_ class mail to all parties to the transaction that was the subject of the conveyance at their last known addresses.

Dated November 18, 2019.

Stephen A. Hartman (SEAL)

**AUTHENTICATION**

Signature of \_\_\_\_\_

authenticated on \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:  
Attorney Stephen A. Hartman  
Trapp & Hartman, S.C.

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss  
WAUKESHA COUNTY )

Personally came before me on November 18, 2019  
the above-named Stephen A. Hartman  
knowing me to be the person who executed the foregoing  
document and acknowledged the same.  
Elisabeth A. Zylka  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 03/24/2021)



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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

CORRECTION INSTRUMENT  
\* Type name below signatures

STATE BAR OF WISCONSIN

FORM NO. 00-2011



8 4 9 9 2 9 6  
Tx:4181312

2082462  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
11/22/2019 11:11 AM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
TRANSFER FEE:  
EXEMPTION #  
Cashier ID: 3  
PAGES: 16

Recording Area

Name and Return Address

Atty. Stephen A. Hartman  
19395 W. Capitol Dr., Suite 201  
Brookfield, WI 53045

Part of 59282925226

Parcel Identification Number (PIN)



DOCUMENT NO.

**AFFIDAVIT OF CORRECTION****THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS.****HIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE\***

- Altering boundary lines
- Altering title/ownership
- Adding property
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the 7th day of December, 2006 (year) in volume \_\_\_\_\_, page \_\_\_\_\_, as document no. 1814802 and was recorded in the Register of Deeds of Sheboygan County, State of WI, contained the following error (if more space is needed, please attach an addendum):

The address for Unit 71 was shown as 195 Sarah's Way, Sheboygan Falls, Wisconsin 53085.

AND

The address for Unit 72 was shown as 197 Sarah's Way, Sheboygan Falls, Wisconsin 53085.

NAME AND RETURN ADDRESS  
Attorney Stephen A. Hartman  
Trapp & Hartman, S.C.  
14380 West Capitol Drive  
Brookfield, Wisconsin 53005-2392.

Pin: \_\_\_\_\_

The correction is as follows (if more space is needed, please attach an addendum):

The address for Unit 71 is 225 Tower Drive, Sheboygan Falls, Wisconsin 53085.

AND

The address for Unit 72 is 227 Tower Drive, Sheboygan Falls, Wisconsin 53085.

A complete original or copy of the original document should be attached.

Date: 17th day of July, 2013

Affiant's Signature (type name below)

• STEPHEN A. HARTMAN

Grantee's Signature (type name below)

• \_\_\_\_\_

Grantor's Signature (type name below)

• \_\_\_\_\_

Grantee's Signature (type name below)

• \_\_\_\_\_

Grantor's Signature (type name below)

• \_\_\_\_\_



STATE OF WISCONSIN  
COUNTY OF WAUKESHA

))SS.

Subscribed and sworn to (or affirmed) before me this 17th day of July, 2013.

Susan M. Bartos (type name below)

**SUSAN M. BARTOS**

Notary Public, State of **WISCONSIN**

My Commission (expires) ~~8/31~~ July 20, 2014

Attorney Stephen A. Hartman  
Drafted by: Trapp & Hartman, S.C.

\*Grantor/Grantee as described in Wisconsin State Statutes 706.01(6) WRDA/WRPLA version VI - 10/06/2000 INFO-PRO (800)855-2021 www.infoproforms.com

STATUTORY RESERVE  
ACCOUNT STATEMENT

Document Number

Re: Miley's Meadow Condominiums

Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Miley's Meadow Condominiums

Condominium", dated November 28, 2006 and recorded on December 7, 2006 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, in (Reel) (Vol.) \_\_\_\_\_ of Records, at (Images) (Pages) \_\_\_\_\_, as Document No. 1814802, and by a Condominium Plat (hereinafter "Condominium").

This Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective November 28, 2006. This determination is made by the ~~(Declarant)~~ (Association with the written consent of the majority of the Unit votes.)

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by:

a special assessment levied by the Association against all Unit Owners.

1889827

SHEBOYGAN COUNTY, WI  
RECORDED ON  
10/30/2009 09:26AM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 13.00  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 6  
TRANS # 141186  
# OF PAGES: 2

Recording Area

Name and Return Address

Attorney Stephen A. Hartman  
Trapp & Hartman, S.C. ENV  
14380 West Capitol Drive  
Brookfield, Wisconsin 53005-2392

Parcel Identification Number (PIN)

Dated 10-23-09

Curt A. Bushman

\* Curt A. Bushman

Title: Member

Michael P. Petrusich

\* Michael P. Petrusich

Title: Member

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Stephen A. Hartman  
Trapp & Hartman, S.C.

ACKNOWLEDGMENT

STATE OF WISCONSIN )

\_\_\_\_\_ ) ss.

Waukesha COUNTY )

Personally came before me on 10/23/09

the above-named Bellerkraft Development, LLC, by Curt A. Bushman, Member

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Michael A. Stratton

Notary Public, State of WISCONSIN

My commission (is, permanent) (expires: 8/2/12)

(Signatures may be authenticated or acknowledged. Both are not necessary.)  
\*Type name below signatures.

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By:

Waukesha COUNTY )

Development, LLC, by Michael P. Petrusich, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Notary Public, State of Wisconsin

Waukegan COUNTY )

On this 23<sup>rd</sup> day of October, 2009, before me personally came Bellcraft Development, LLC, by Gerald N. Buscher, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Notary Public, State of Wisconsin

DOCUMENT NO.

**AFFIDAVIT OF CORRECTION****THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS.****HIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE\***

- Altering boundary lines
- Altering title/ownership
- Adding property
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the 7th day of December, 2006 (year) in volume \_\_\_\_\_, page \_\_\_\_\_, as document no. 1814802

and was recorded in the Register of Deeds of Sheboygan

County, State of WI, contained the following error

(if more space is needed, please attach an addendum):

The address for Unit 71 was shown as 195 Sarah's Way, Sheboygan Falls, Wisconsin 53085.

AND

The address for Unit 72 was shown as 197 Sarah's Way, Sheboygan Falls, Wisconsin 53085.

## RECORDING AREA

NAME AND RETURN ADDRESS  
Attorney Stephen A. Hartman  
Trapp & Hartman, S.C.  
14380 West Capitol Drive  
Brookfield, Wisconsin 53005-2392

Pin: \_\_\_\_\_

The correction is as follows (if more space is needed, please attach an addendum):

The address for Unit 71 is 195 Tower Drive, Sheboygan Falls, Wisconsin 53085.

AND

The address for Unit 72 is 197 Tower Drive, Sheboygan Falls, Wisconsin 53085.

A complete original or copy of the original document should be attached.

Dated this 17th day of June, 2009

Affiant's Signature (type name below)

• **STEPHEN A. HARTMAN**

Grantee's Signature (type name below)

\*

Grantor's Signature (type name below)

\*

Grantee's Signature (type name below)

\*

Grantor's Signature (type name below)

\*

STATE OF WISCONSIN  
COUNTY OF WAUKESHA )SS.

Subscribed and sworn to (or affirmed) before me this 17th day of June, 2009

Susan M. Bartos (type name below)

SUSAN M. BARTOS

Notary Public, State of WISCONSIN

My Commission (expires) (to) August 8, 2010

Attorney Stephen A. Hartman  
Drafted by: Trapp & Hartman, S.C.

\*Grantor/Grantee as described in Wisconsin State Statutes 706.01(6) WRDA/WRPLA version V1 - 10/06/2000 INFO-PRO (800)655-2021 www.infoproforms.com

**BYLAWS**  
**OF**  
**MILEY'S MEADOW CONDOMINIUMS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND PURPOSE**

Pursuant to the Articles of Incorporation of Miley's Meadow Condominiums Association, Inc., and the Condominium Declaration of Miley's Meadow Condominiums, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, (hereinafter called the "Declaration") by Bellcraft Development, LLC, a Wisconsin limited liability company (together with its successors and assigns hereinafter "Declarant"), the following are adopted as the Bylaws of Miley's Meadow Condominiums Association, Inc. (hereinafter referred to as the "Association"), which is a non-stock, non-profit corporation formed and organized to serve as an Association of the owners of Units (hereinafter referred to as "Unit Owners") who own real estate and improvements (hereinafter 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, which is incorporated by reference.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

**ARTICLE II**

**MEMBERS, VOTING AND MEETINGS**

**2.1 MEMBERS.** The corporation shall have two classes of members, and the rights and qualifications of the members are as follows:

(a) CLASS A MEMBERS.

1. Defined. Class A members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one vote for each Unit owned. Every Unit Owner upon acquiring ownership automatically becomes a member of the Association and remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association shall automatically cease.

2. One Membership Per Unit. One Class A membership and one vote shall exist for each Unit excepting those Units owned by Declarant. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interest must be voted pursuant to the nomination contained in the Membership List. The Association may prohibit any Unit Owner from voting at a meeting if the Association has a recorded 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.

3. 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 vote pertaining to such Unit. Only the 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. Every Unit Owner shall furnish the Association with his or her name and current mailing address. No Unit Owner may vote at a meeting of the Association unless this information is furnished.

4. 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. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of 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.



(b) CLASS B MEMBERS.

Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding ten (10) years from the first conveyance of a Unit to any person other than a Declarant whichever first occurs.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meeting shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person 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. 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 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 and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) 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. The annual meeting shall be held on the third Monday in January of each year 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 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.

## ARTICLE III

### BOARD OF DIRECTORS

**3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS.** The initial Board of Directors shall consist of three (3) persons appointed by Declarant, who need not be members of the Association, to serve as hereinafter set forth. Prior to the conveyance of twenty-five percent (25%) of the Common Elements to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the members of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Elements to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors. The remaining members of the Board of Directors shall serve until Class B membership ceases and is converted to Class A membership as provided in Article III herein or a date not exceeding ten (10) years from the first conveyance of a Unit by a Declarant to any person other than Declarant, whichever shall occur first. Thereafter, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

**3.2 POWERS 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 by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

**3.3 ELECTION AND TERM OF DIRECTORS.** At the first annual meeting of the Association after the termination of Class B membership, the members shall elect five (5) directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) Two (2) directors whose terms will expire after one (1) year, at the next annual meeting of the Association.

(b) Two (2) directors whose term will expire after two (2) years, at the second annual meeting of the Association after his election.

(c) One (1) director whose term will expire after three (3) years, at the third annual meeting of the Association after his election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

**3.4 VACANCIES ON BOARD.** Vacancies on the Board of Directors caused by any reason other than the removal of a director 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 a 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 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 as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

**3.7 SPECIAL MEETINGS AND NOTICE.** Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

**3.8 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.

**3.9 QUORUM OF DIRECTORS – ADJOURNMENTS.** At all meetings of the Board of Directors, a majority 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 shall 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.

3.10 FIDELITY BONDS. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

3.11 COMPENSATION. No director of the corporation shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.

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

## ARTICLE IV

### OFFICERS

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a 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 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 President, including, but not limited to, the power to sign, together with any other officer designated 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 be selected from among the members of the Board of Directors and 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 be selected from among the members of the Board of Directors and shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

**4.5 TREASURER.** The Treasurer shall be selected from among the members of the Board of Directors and 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 monies 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 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 (a) 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 (b) took or omitted 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 has 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.

**4.7 COMPENSATION.** No officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

## 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 Bylaws. 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, Common Elements, and Limited Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units, Common Elements, and Limited Common Elements by persons entitled thereto.

**5.3 COMMON EXPENSES.** The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments 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 allocated among, and assessed against the Units as set forth in the Declaration. The assessment shall be prorated and paid monthly to the Association on or before the first day of each month. If any payment is not made within ten (10) days of the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

**5.4 OPERATING BUDGET.** The annual operating budget shall set forth all of the following:

- (a) All anticipated common expenses and any amounts to be allocated to a reserve fund.
- (b) The amount and purpose of any other anticipated Association expenditures.
- (c) The amount in any reserve fund or any other funds held for future expenditures.



(d) Any common surpluses.

(e) The amount and source of any income, other than Unit Owner assessments.

(f) The aggregate amount of any assessment to be levied against Unit Owners and the purpose of the assessment.

The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses of the Association which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, lawn care and snow removal, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or 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 shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary expenses of the Association, the directors may levy a further assessment against the Units which are subject to assessment equally.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any Unit whose owner wishes to sell or lease to the Association. The reserve fund may also 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 Unit Owners responsible for any lien which is paid by the Association, but not the obligation of the Association, shall be specially assessed for the full amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible thereof.

The Board of Directors shall determine the amount to be assessed Unit Owners for reserve funds after considering all of the following:

(a) The reserve funds currently in the fund.

(b) The estimated cost of repairing or replacing common elements, other than routine maintenance.

- (c) The estimated remaining useful life of the common elements.
- (d) The approximate proportion of the estimated cost of repairing or replacing common elements that would be covered by the reserve funds and the approximate proportion that will be funded by other means.
- (e) Any other factor that the Association considers relevant.

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of the assessments payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such assessments 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 percent (50%) 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 percent (50%) 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 ones 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 years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

**5.5 DEFAULT.** If a member of the Association is in default in payment of any 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 or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee.

**5.6 MANNER OF BORROWING MONEY.** Upon the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess Unit Owners a charge sufficient to cover monthly principal amortization and interest. The

President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents.

5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY. Upon the written consent of seventy-five percent (75%) or more of the Unit Owners, the Association may acquire land in its own name. The President and Secretary on behalf of the Association shall be authorized to execute necessary documents to effectuate the acquisition.

Upon written consent of One hundred percent (100%) of Unit Owners and mortgagees portions of the Property as described in the Declaration may be sold. However, the Declaration shall be amended to reflect such sale. Proceeds of any sale shall be divided among the Unit Owners according to their percentage of ownership in Common Elements.

## ARTICLE VI

### DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 RULES AND REGULATIONS. The Units, Common Elements, and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations of the Association, including the following:

a) USE. No Unit to be occupied or used for any purposes other than a single family private residence.

b) OBSTRUCTIONS. There shall be no obstruction of the Common Elements 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, Common Element, or Limited Common Element which will increase the rate of insurance on the Condominium without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or Limited Common Element which will result in the cancellation of insurance on any Unit or any part of the Condominium, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements or Limited Common Elements.

d) SIGNS. No sign of any kind shall be displayed to the public view on or from any Unit, the Common Elements, or the Limited Common Elements without prior consent of the Association.

e) ANIMALS. No reptiles or uncaged birds shall be permitted within the Condominium. Unit Owners may keep no more than two (2) pets per Unit; provided, however, that:

(i) The pet is under twenty-six (26") inches in height when measured from the base of its fore-paw to the top of the corresponding shoulder;

(ii) The pet is not permitted on any of the Common Elements while unattended or unleashed;

(iii) The individual attending the pet immediately disposes of any and all of the pet's solid waste in the manner prescribed by the Association;

(iv) The owner of the pet complies with such rules of pet ownership as may be promulgated by the Association; and

(v) The pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein or otherwise violates the terms of this Paragraph 6.1.e. or rules promulgated under subparagraph (iv).

(vi) Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five hundred Dollars (\$500.00) per month or part thereof until the owner has complied. Such pet fee may be collected in the same manner as assessments under Section 5.3.

f) NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on in any Unit, the Common Elements or the Limited Common Elements,

nor shall anything be done therein which may be or become an annoyance or nuisance to others.

g) ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

h) CONFLICT. The above rules and regulations and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

i) REMEDIES. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable for the Association or, in a proper case, by an aggrieved member.

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 Condominium or a portion belonging to other Unit Owners, and such Unit Owners shall be personally liable to the Association for any damages caused by their failure to do so.

6.3 LIMITED COMMON ELEMENTS. Every Unit Owner must maintain the Limited Common Elements appurtenant to his Unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces, shall be placed thereon without the 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 which are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association.

6.4 ADDITIONAL RULES AND REGULATIONS. Additional rules and regulations concerning the use of the Common Elements and Limited Common Elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to their effective date.

## 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 SEAL. The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

## ARTICLE VIII

### AMENDMENTS

8.1 BY MEMBERS. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of Unit Owners having Sixty-seven percent (67%) or more of the votes.

8.2 RIGHTS OF DECLARANT. No amendment of these Bylaws shall alter or abrogate the rights of Declarant, without the Declarant's consent, as contained in these Bylaws.

## 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 this title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

9.2 MORTGAGES. Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of this mortgagee, and shall maintain all such information in the record of ownership of the Association. The Board of Directors at the written request of any mortgagee shall furnish timely written notice of:

- A. Any condemnation loss or any casualty loss which affects the material portion of the property or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;
- B. Any delinquency in the payment of assessments owed by a Unit Owner subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.
- C. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- D. Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any 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.

The Association shall be required to make available to Unit Owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

**9.3 BOOKS OF RECEIPTS AND EXPENDITURES: AVAILABILITY FOR EXAMINATION.** The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours.

**9.4 INDEMNITY OF OFFICERS AND DIRECTORS.** The Association shall indemnify a director or officer, to the extent that he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because he or she is a director or officer of the Association.

The Association shall indemnify a director or officer against liability incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the corporation, unless liability was incurred because



the director or officer breached or failed to perform a duty that he or she owes to the Association and the breach or failure to perform constitutes any of the following:

A. A willful failure to deal fairly with the Association or its members in connection with the matter in which the director or officer has a material conflict of interest.

B. A violation of the criminal law, unless the director or officer had reasonable cause to believe that his or her conduct was lawful or know reasonable cause to believe that his or her conduct was unlawful.

C. A transaction from which the director or officer derived an improper personal profit or benefit.

D. Willful misconduct.

Determination of whether indemnification is required shall be made under Wisconsin Statute Section 181.0873. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

A director or officer who seeks indemnification shall make a written request to the Association.

**9.5 SUBORDINATION.** These Bylaws 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 or said Condominium Ownership Act.

**9.6 INTERPRETATION.** In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws 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.

- End of Bylaws -

DEPT OF  
REGISTRATION  
STATE OF WISCONSIN

2006 NOV -9 AM 8:49

RETURN TO:  
Attorney Stephen A. Hartman  
Trapp & Hartman, S.C.  
14380 West Capitol Drive  
Brookfield, Wisconsin 53005-2392

PARCEL IDENTIFIER NUMBER:



**ARTICLES OF INCORPORATION OF**  
**MILEY'S MEADOW CONDOMINIUMS**  
**ASSOCIATION, INC.**  
**(A Non-Stock, Non-Profit Corporation)**

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

**ARTICLE I**

**NAME**

The name of the corporation shall be Miley's Meadow Condominiums Association, Inc.

**ARTICLE II**

**PERIOD OF EXISTENCE**

The period of existence of the corporation shall be perpetual.

WI - DFI CORP  
FILE ID# ➡

M068323

### ARTICLE III

#### PURPOSES

The purposes for which this corporation is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for Miley's Meadow Condominiums, as recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

### ARTICLE IV

#### POWERS

The corporation shall have all the powers enumerated in the Wisconsin Non-Stock Corporation Law, to the extent, not inconsistent with the Condominium Ownership Act, or the Declaration, or the Bylaws, including without limitation, the following:

(a) To exercise exclusive management and control of the Common Elements and Limited Common Elements described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the corporation as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the Common Elements and Limited Common Elements set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the Common Elements and Limited Common Elements as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members as set forth in the Declaration;

(g) To make and amend Bylaws and reasonable regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the Bylaws and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of this corporation and the Declaration.

## ARTICLE V

### MEMBERS

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the Bylaws of the corporation.

## ARTICLE VI

### REGISTERED OFFICE, PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the initial principal office and registered office shall be W230 S4353 Milky Way Road, Waukesha, Wisconsin 53189. The name of its initial registered agent at that address is Curt A. Bushman.

## ARTICLE VII

### DIRECTORS

The number of the directors of the corporation shall be fixed in the Bylaws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the Bylaws.

## ARTICLE VIII

### INCORPORATOR

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

Attorney Stephen A. Hartman  
Trapp & Hartman, S.C.  
14380 West Capitol Drive  
Brookfield, Wisconsin 53005-2392

## ARTICLE IX

### STOCK, DIVIDENDS, DISSOLUTION

The corporation shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors, or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the Bylaws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to the members of the corporation in accordance with their undivided percentage interest in the Common Elements of the condominium.

## ARTICLE X

### AMENDMENT


These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 8<sup>th</sup> day of  
November, 2006.



STEPHEN A. HARTMAN

SS  
WAUKESHA COUNTY )

  
SUSAN M. BARTOS  
Notary Public, State of Wisconsin  
My Commission: August 8, 2010

Attorney Stephen A. Hartman  
Trapp & Hartman, S.C.  
14380 West Capitol Drive  
Brookfield, Wisconsin 53005-2392



COST INCREASE ASSUMPTION	8.40%													
<b>BUDGET 2025</b>			<b>MILEY'S MEADOW CONDO ASSOCIATION</b>											
			<b>2025 BUDGET</b>											
	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>	
MONTHLY CONDO FEE	\$ 200.00													
CAPITAL RESRV	\$ 50.00													
<b>Receipts</b>														
Condo Fees in Advance														
Condo Fees: \$200.00/ month/ unit	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	\$ 103,200.00	
Special Assessments													-	
Interest Income-Money Mkt.														
Interest Income- Checking	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	6.00	
<b>Total Receipts</b>	\$ 8,600.50	\$ 8,600.50	\$ 8,600.50	\$ 8,600.50	\$ 8,600.50	\$ 8,600.50	\$ 8,600.50	\$ 8,600.50	\$ 8,600.50	\$ 8,600.50	\$ 8,600.50	\$ 8,600.50	\$ 103,206.00	
Transfer <b>To</b> Capital Reserve-Dues	(2,150.00)	(2,150.00)	(2,150.00)	(2,150.00)	(2,150.00)	(2,150.00)	(2,150.00)	(2,150.00)	(2,150.00)	(2,150.00)	(2,150.00)	(2,150.00)	(25,800.00)	
Transfer General Fund to Reserve														
Transfer <b>From</b> Capital Reserve														
Transfer Interest <b>From</b> Primary Acct														
<b>Operating Receipts</b>	\$ 6,450.50	\$ 6,450.50	\$ 6,450.50	\$ 6,450.50	\$ 6,450.50	\$ 6,450.50	\$ 6,450.50	\$ 6,450.50	\$ 6,450.50	\$ 6,450.50	\$ 6,450.50	\$ 6,450.50	\$ 77,406.00	
<b>Disbursements</b>														
Condo Assn. Master Insurance Policy	\$ 1,311.39	\$ 1,311.39	\$ 1,311.38	\$ 1,311.39	\$ 1,311.39	\$ 1,311.38	\$ 1,311.39	\$ 1,311.39	\$ 1,311.38	\$ 1,311.39	\$ 1,311.39	\$ 1,311.38	\$ 15,736.64	
Snow Removal	1,781.00	1,781.00	1,781.00	1,781.00								1,781.00	8,905.00	
Salting	720.00	720.00	720.00	720.00								720.00	3,600.00	
Lawn Care						3,464.00	3,464.00	3,464.00	3,464.00	3,464.00	3,464.00		20,784.00	
Weed/Fertilizer						3,160.00		1,580.00			1,580.00		6,320.00	
Mulch/Edging													-	
Fire Monitoring - Alarm Company	417.78	417.78				417.78	835.56	417.78			417.78		2,924.46	
AT&T Telephone-Fire Monitoring	249.37	249.38	249.37	249.37	249.38	249.37	249.37	249.38	249.37	249.37	249.38	249.38	2,992.49	
Utilities: Street Lights & Hydrant	123.53	123.52	123.53	123.52	123.53	123.52	123.53	123.52	123.52	123.53	123.52	123.52	1,482.29	
Corporate and Attorney Dues/Fees			2,000.00			2,000.00							4,000.00	
HOA Tax Preparer				300.00									300.00	
Pond Maintenance		30.00			620.00				620.00				1,270.00	
Supplies(Zoom Sub.)	112.50			112.50			112.50			112.50			450.00	
Bldg Maint(Replace Gutter/Shingles)	351.25			351.25			351.25			351.25			1,405.00	
Bldg Maint (Sprinkler Sys)						7,390.00							7,390.00	
Tree Removal													-	
													-	
													-	
													-	
													-	
<b>Total Disbursements</b>	\$ 5,066.82	\$ 4,633.07	\$ 6,185.28	\$ 4,949.03	\$ 2,304.30	\$ 18,116.05	\$ 6,447.60	\$ 7,146.07	\$ 5,768.27	\$ 5,612.04	\$ 7,146.07	\$ 4,185.28	\$ 77,559.88	
<b>Excess Receipts/Disbursements</b>	\$ 1,383.68	\$ 1,817.43	\$ 265.22	\$ 1,501.47	\$ 4,146.20	\$ (11,665.55)	\$ 2.90	\$ (695.57)	\$ 682.23	\$ 838.46	\$ (695.57)	\$ 2,265.22	\$ (153.88)	
<b>Beginning Fund Balance Jan 2024</b>	\$6,792.22													
<b>Proj'ed Ending Fund Bal. Dec 2024</b>	\$5,608.09													
													<b>ANNUAL</b>	<b>MONTHLY</b>
													TOTAL REVENUE	\$ 103,200.00
													CAPITAL RSRV	(25,800.00)
													OPERATING REVENUE	77,400.00
													DISBURSEMENTS	(77,559.88)
													INCREASE IN FUND BALANCE	\$ (159.88)

## **Miley's Meadow Condominium Association Common and Limited Common Elements**

June 10, 2019 (Revised March 19, 2023)

Condominium Association documents have been reviewed by the Board of Directors. All items that will require maintenance in the future were separated into the following categories:

### **Condominium Association maintenance fund inclusions (special assessments will be levied to cover shortfalls).**

- Roofs / Vents
- Siding
- Gutters / Down Spouts
- Foundations
- Berms
- Ponds
- Private Road (Sarah's Way) / Access Roads
- Retaining Walls
- Sidewalks
- Driveways / Culverts
- Lawn / Mulch
- Trees
- Street Lamps
- Exterior Light Fixtures
- Decks / Porches / Patios
- Sump pump discharge piping beyond foundation.
- Gas, water, sewer, and electrical outside of foundation.

### **Individual Unit Elements Owners' Responsibility - all repairs and replacements must match current style/color and require preapproval by the board of directors.**

- Garage doors
- Entry doors
- Windows
- Mailboxes (per 10/10/18 minutes)
- Deck Additions
- Retractable Awnings

### **Individual Unit Elements Owners' Responsibility**

- Fireplace / Chimney / Flue

- Air condition / Furnace
- Radon mitigation system
- Owner added concrete slab.
- Shrubs and plants within the mulched planting beds adjacent to the foundation.
- Exterior Light Bulb / Lamp
- Everything inside of the unit.