

**DEER POINT TRAILS CONDOMINIUM
DECLARATION:**

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2595819

V27255P 1
REGISTER OF DEEDS
DANE COUNTY WI

DECLARATION OF CONDOMINIUM
of
DEER POINT TRAILS CONDOMINIUM

94 APR 28 PM 1:41

The Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes (1991), as amended, by Thomas R. Goff and Lori J. Goff (hereinafter "Declarant").

ARTICLE I

STATEMENT OF PURPOSE

The purpose of this Declaration is to subject the property hereinafter described and the improvement thereon (hereinafter collectively "Condominium") to the condominium form of ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to his successors in interest.

ARTICLE II

DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS

2.01 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described as follows:

Lot Four (4) Certified Survey Map No. 7288, recorded in Volume 37 of Certified Survey Maps of Dane County, Wisconsin at pages 134, 135 and 136 as Document No. 2543935, located in the City of Madison, Dane County, Wisconsin.

2.02 Name and Address. The name of the Condominium is "Deer Point Trails Condominium" and has as its address:

1, 3, 5, 7, 9, 11, 15, 17, 21, 23, 25, 29, 31, 33, 35,
10, 12, 14, 24, 26, 28, 30 Deer Point Trail, Madison,
Wisconsin

2.03 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- (1) General taxes not yet due and payable;
- (2) Easements and rights in favor of gas, electric, telephone, water, and other utilities;
- (3) All other easements, covenants, and restrictions of record;

(4) All municipal, zoning and building ordinances; and

(5) All other governmental laws and regulations applicable to the Condominium.

2.04 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III

UNITS

~~3.01 Definitions. "Unit" shall mean a part of the Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space of one or more rooms of enclosed spaces located on one of more floors (or parts thereof) in a building.~~ See SECOND AMENDMENT

3.02 Description. A Unit in Deer Point Trails Condominium shall include:

(1) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom. The exterior boundaries of the cubicles shall be the vertical planes, the elevations of which coincide with the face of the studs supporting the drywall. The upper boundary of such cubicles shall be the horizontal plan of the lower face of the joists supporting the ceiling on the highest story of the cubicle. The lower boundary shall be the horizontal plan of the upper face of the concrete floor in the lowest level of the Unit and the garages. Such cubicles of air shall include the attached garage space as identified on the Condominium Plat.

(2) Any and all appliances and other fixtures contained in the Unit, which items may include, but not limited to, refrigerator, dishwasher, disposal, laundry equipment, range, compactor, cabinets, carpeting, and floor covering.

(3) The following items serving the particular Unit although they may be outside the defined cubicle of air:

(a) All doors and windows, their interior casements, and all of their opening, closing, and locking mechanisms and hardware;

(b) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;

(c) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;

(d) All plumbing fixtures and the piping, valves, and other connecting and controlling materials and devices lying between the fixtures and main water or sewage lines to the lowest story of the Unit.

(e) The cable television outlet, if any, to the Unit and the junction box serving it;

(f) The individual furnaces or ducting, the radiator, and the piping providing heating to the Unit, and the controls for the heating system of the Unit;

(g) The air conditioning equipment and ducting providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;

(h) The lines bringing natural gas or similar fuel to the Unit, which lines extend from the utility meter to the boundary of the Unit; and

(i) The fireplace, if any, serving the Unit.

(j) The garage doors on the attached garage space, if any, included with the Unit.

(k) All partition walls dividing spaces located within a unit.

(4) Specifically not included as part of the Unit are those structural components of the building and any portions of the mechanical systems of the building, not specifically included in the Unit under (3), above, which lie within the cubicle or cubicles of air comprising the Unit. For purposes of this subsection, partition walls shall not be considered structural components.

3.03 Identification. Units shall be identified by the building, street number, or location, the determination of which alternative shall be as specified on the "Condominium Plat" of Deer Point Trails Condominium, which plat shall be recorded contemporaneously with this Declaration. A copy of the Condominium Plat is attached hereto as Exhibit I.

ARTICLE IV

COMMON ELEMENTS

4.01 Definition. "Common Elements" shall mean all of the Condominium except the Units.

4.02 Description. The Deer Point Trails Condominium Common Elements shall include the land described in paragraph 2.01 above, any portion of the improvements to the land described in section 2.01 which is not included in the definition of Unit, and all tangible personal property used in the operation, maintenance, and management of the Condominium.

4.03 Use. Except as otherwise provided herein, and subject to the By-Laws of the "Association", as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units.

4.04 Ownership. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in Exhibit II attached hereto.

ARTICLE V

LIMITED COMMON ELEMENTS

5.01 Definition. "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the owners of Units.

5.02 Description. The Deer Point Trails Condominium Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include any of the following: patio, balcony, and deck. Pursuant to Section 703.14, Wisconsin Statutes (1991), as amended, any owner of a Unit to which the use of any Limited Common Element is restricted may grant by deed, subject to the rights of any existing mortgagee or secured party, the use of the Limited Common Element to any other "Unit Owner", as hereinafter defined. Such deed must be recorded in the Dane County Register of Deeds office, and a copy thereof must be supplied to the Association. After any such grant, the grantor shall have no further right to use the specified Limited Common Element.

5.03 Use. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owners, who have the exclusive use of such Limited Common Elements.

ARTICLE VI

USES

The Units, Limited Common Elements, and Common Elements of the condominium shall be used for residential purposes only, and shall not be used for any trade or business. No leasing or rental of a unit shall be permitted without prior written approval of the Association. In no event shall any lease be for an initial term of less than six (6) months. The leasing of a Unit for a term of at least one (1) month by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be considered a violation of this provision; provided, however, that no Unit shall be leased or rented for hotel or transient purposes. The use of units as sale models by the Declarant shall not be considered a violation of this provision. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common

Elements, and Common Elements shall comply with the City of Madison Ordinances and any other restrictions as contained in the Association By-Laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE VII

UNIT OWNER

A "Unit Owner" shall mean a person, combination of persons, partnership, or corporation, who holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar documents, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units on which an occupancy permit has been issued by the City of Madison.

ARTICLE VIII

ASSOCIATION

8.01 Definition. "Association" shall mean the Deer Point Trails Homeowners Association, Inc., a Wisconsin non-stock corporation.

8.02 Duties and Obligations. All Unit Owners shall be entitled to become and shall be required to become members of the Association and subject to its Articles of Incorporation, By-Laws, and rules and regulations adopted by it for the use and management of the Condominium. By becoming members of the Association, Unit Owners automatically assign the management and control of the Common Elements of the Condominium to the Association.

8.03 Voting. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. As provided in Article VII hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument

providing constructive notice of such interest, must be recorded in the Dane County Register of Deeds office.

ARTICLE IX

REPAIRS AND MAINTENANCE

9.01 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of the Owner's Unit. Notwithstanding any provision of these documents, to the contrary, the Association shall be responsible for contracting for cleaning of exterior surface of all unit windows.

9.02 Limited Common Elements. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness, and presentability of the Limited Common Elements which use is reserved to the Unit.

9.03 Common Elements. Except as hereinabove provided, the Association shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of the Common Elements.

9.04 Entry by Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. Prior notice to the Unit Owner shall be attempted, and the entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a "Common Expense", as hereinafter defined.

ARTICLE X

STRUCTURAL CHANGES

10.1 Limitations. A Unit Owner may make improvements or alterations within his/her Unit; provided, however, such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. A Unit Owner may not change the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the written permission of the Association Board of Directors. Any improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of other Units and Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

ARTICLE XI

INSURANCE

See SECOND AMENDMENT

~~11.01 Property Insurance. The Association shall obtain and maintain insurance for the Common Elements, including Limited Common Elements, covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis for an amount not less than the full replacement value of the insured property. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.~~

~~11.02. Liability Insurance. The Association shall maintain comprehensive general liability insurance against all claims, commonly insured against and in such amounts as the Association shall deem suitable; provided, however, the minimum limits for bodily injury and property damage shall be \$1,000,000. The policies shall include standard coverage for the errors and omissions of Association directors and officers. Such policies shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.~~

~~11.03 Fidelity Insurance. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. Such amount may be increased by the Association.~~

~~11.04 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expense. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable carriers, which carriers must meet the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.~~

ARTICLE XII

REPAIR OR RECONSTRUCTION

In the event the Common Elements are totally destroyed or sustain more than Ten Thousand Dollars (\$10,000) in damage at any one time, the Association shall within fifteen (15) days of the date of damage determine whether the condominium is damaged to an extent more than the available insurance proceeds. Once determined, the Association shall promptly notify the Unit Owners and first Mortgagees in writing of the adequacy or inadequacy of

the insurance. Within ten (10) days of receipt of the notice, the Unit Owners and first Mortgagees shall have the opportunity to decide whether the Condominium should be partitioned. Partition shall only occur by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes available in the Association, other than votes available to the Declarant, and by the affirmative vote of at least fifty-one percent (51%) of the First Mortgagees, calculated on a per-unit basis. In case of such partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners in proportion of their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit. In the event the required seventy-five (75%) and fifty-one percent (51%) affirmative votes are not cast within the ten (10) day period, or in the event the damage sustained is less than or equal to Ten Thousand Dollars (\$10,000), the Association shall promptly undertake to repair or reconstruct the damaged property to a condition compatible with the remainder of the Condominium. Upon reconstruction, the Association may vary the design, plan, and specifications of the Common Elements from that of the original; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed and, provided further, that the location and floor plan of the damaged building shall be substantially the same as they were prior to the damage. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

ARTICLE XIII

EMINENT DOMAIN

In the event of taking of any of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes (1991) as amended, shall control; provided, however, the affirmative vote of at least two-thirds of the first Mortgagees, calculated on a per-unit basis, will also be required in order to partition the Condominium; and provided further, if Limited Common Elements are taken the same shall be reconstructed by the Association if practical to do so.

ARTICLE XIV

COMMON EXPENSES

14.01 Liability of Unit Owner. Each Unit Owner shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("Common Expenses") shall be allocated among the Units on an equal basis.

14.02 Enforcement. The assessments of Common Expenses, together with such interest as the Association may impose in the By-Laws for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes (1991), as amended.

14.03 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "statement of Condominium Lien" as described in Section 703.16(9), Wisconsin Statutes (1991), as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a Statement of Condominium Lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

14.04 Unit Sale. Except as otherwise provided herein, unpaid Common Expense assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the unit if a statement of Condominium lien covering the delinquency shall have been recorded prior to the transfer.

14.05 Lien for Non-payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, until such assessments are fully paid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney fees. The lien may be recorded in the Dane County Register of Deeds office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he/she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

14.06 Foreclosure. In the event the Mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his/her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expense or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners.

14.07 Installment Payments. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly maintenance fee determined by a budget of Common Expenses prepared by the Association, which budget shall include a reserve for deferred maintenance and a reserve for replacement. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Association may determine.

14.08 Assessments against Declarant. Declarant shall pay the monthly assessments only on those of its Units as to which an occupancy permit has been issued by the City of Madison; provided, however, that, during Declarant's control as specified in Article XV hereof, if the total estimated monthly assessments paid by Unit Owners and by the Declarant shall not cover the total Common Expenses, Declarant shall pay the deficit.

ARTICLE XV

POWERS OF DECLARANT

~~15.01 Declarant Control. Except as provided in Section 703.15(2)(d), Wisconsin Statutes (1991), as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of three (3) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association including but not limited to the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing this provision shall not apply to any lease, the termination of which would terminate the condominium.~~

See FIRST AMENDMENT

15.02 Termination of Control. Upon termination of the above-specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model units, parking areas, and advertising signs; and (iii) to do all acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

ARTICLE XVI

RIGHT TO EXPAND

16.01 No Reservation of Right to Expand. The Declarant has not reserved the right to expand the Condominium.

ARTICLE XVII

AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended with the written consent of at least two-thirds of the Unit Owners and each Owner's consent shall not be effective unless approved by the mortgagee of the Unit; and provided, however, that no such amendment may substantially impair the security of any Unit Mortgagee. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote.

ARTICLE XVIII

NOTICES

18.1 Notice to Association. The person to receive service of process for the Condominium Association shall be Thomas R. Goff, 206 Lynn Circle, Verona, Wisconsin 53593, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Secretary of State's office.

18.2 Notice to Mortgagees. Any first mortgagee of a Unit, upon written request to the secretary of the Association, shall be entitled to notice of any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of any obligation under the condominium declaration, by-laws, rules and regulations, and related documents.

ARTICLE XIX

REMEDIES

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, Association, By-Laws, and Articles of Incorporation, or any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, of both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred Dollars (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorney fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

ARTICLE XX

EASEMENTS

Easements are reserved over, through and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from such easements.

ARTICLE XXI

GENERAL

21.01 Utilities. Each Unit Owner shall pay for his/her telephone, electrical, and other utility services which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

21.02 Encroachments. If any portion of a Unit, Limited Common Elements, or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

21.03 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's By-Laws, or of any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

21.04 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, if any, the By-Laws, or any administrative rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

21.05 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

21.06 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

21.07 Homestead. The Condominium or any portion thereof shall not be deemed to be homestead property of the Declarant.

IN WITNESS WHEREOF, this Declaration has been executed this 29th day of March, 1994.

Thomas R. Goff
Thomas R. Goff

Lori J. Goff
Lori J. Goff

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 29th day of March, 1994, the above named Thomas R. Goff and Lori J. Goff, to me known to be the persons who executed the foregoing Declaration, and acknowledge the same.

Jean M. Hosking
* JEAN M. HOSKING
Notary Public, State of Wisconsin
County of Dane
My Commission expires: 4-24-94

CONSENT OF MORTGAGEE

The State Bank of Cross Plains hereby consents to the foregoing Declaration of Deer Point Trails Condominium.

STATE BANK OF CROSS PLAINS

BY: Cynthia E. Albertson, AVP

ATTEST: San Patrick H. [Signature]

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 29th day of March, 1994, the above named Cynthia E. Albertson & Jan Patrick Hogan, to me known to be the persons who executed the foregoing Consent of Mortgagee, and acknowledge the same.

Jean M. Hosking
* JEAN M. HOSKING
Notary Public, State of Wisconsin
County of Dane
My Commission expires: 4-24-94

Return to:

This instrument drafted by:
Attorney Roger W. Boettcher
17 Applegate Court, Suite 101
Madison, WI 53713-3100

EXHIBIT I
CONDOMINIUM PLAT

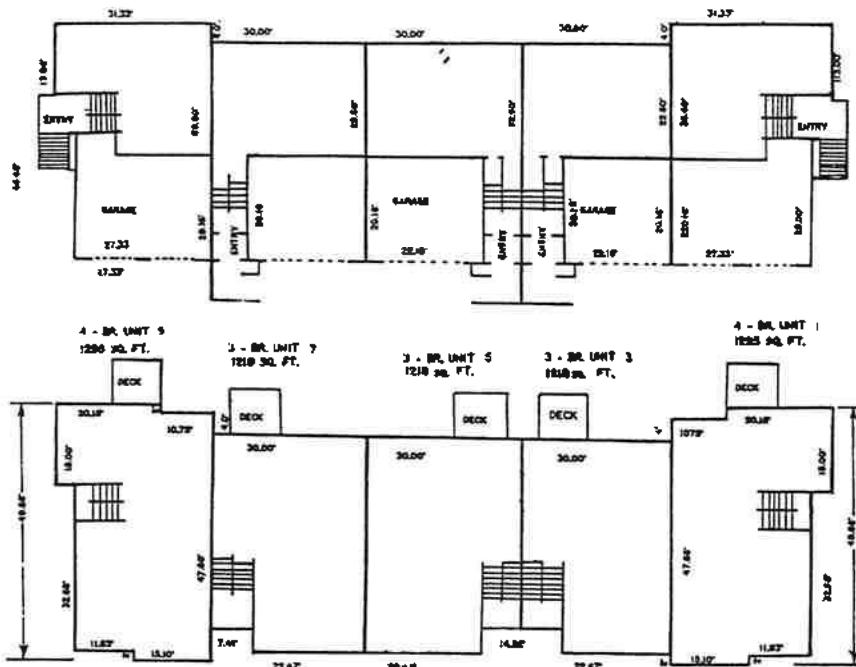
V27255P 17

DEER POINT TRAILS CONDOMINIUM PLAT

DANE COUNTY
WILLIAMSON SURVEYING COMPANY

BUILDING 4

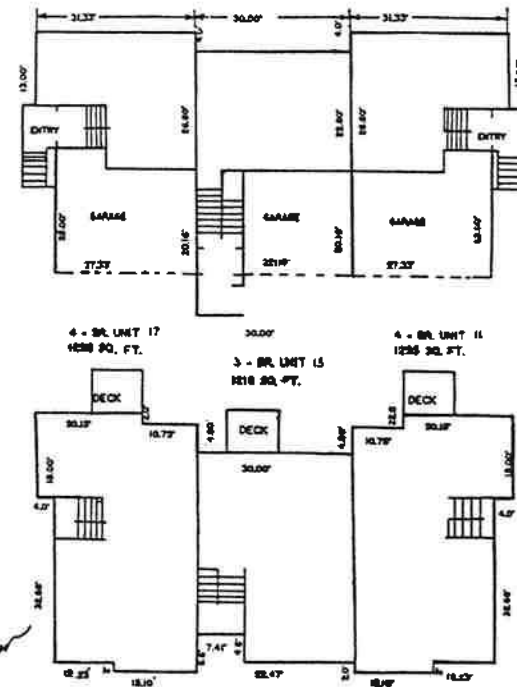
4 - BR. UNIT 1280 SQ. FT.
3 - BR. UNIT 1280 SQ. FT.
3 - BR. UNIT 1280 SQ. FT.
3 - BR. UNIT 1280 SQ. FT.
4 - BR. UNIT 1332 SQ. FT.



BUILDING 4 SECOND FLOOR
SCALE 1" = 20'

TYPICAL BUILDING 2,3, AND 6

4 - BR. UNIT 1332 SQ. FT.
3 - BR. UNIT 1280 SQ. FT.
4 - BR. UNIT 1332 SQ. FT.



BUILDING 3 FIRST FLOOR
SCALE 1" = 20'

SHEET 2 OF 3

93W-301



-19A-

V27255P 18

LANDS

N 0° 54' 27" E -

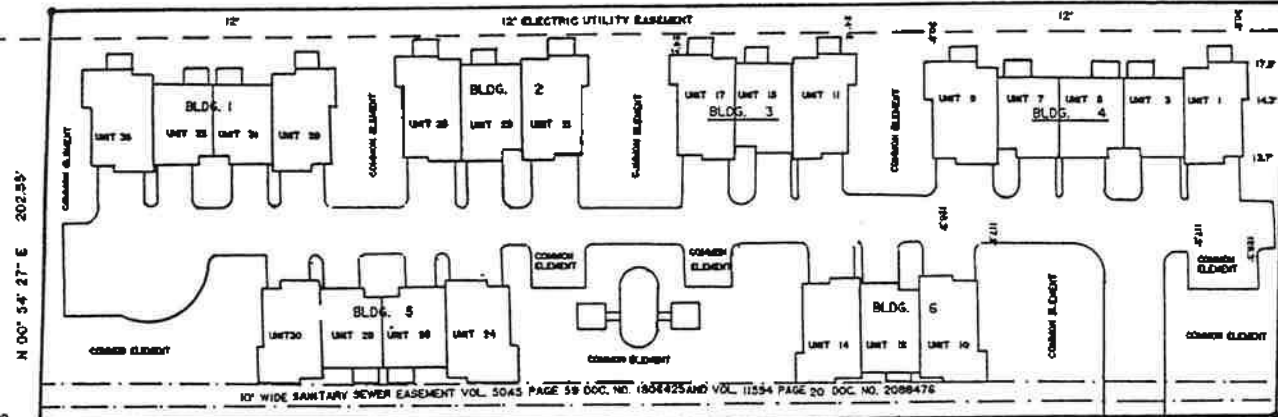
W 1/4 CORNER
SECTION 36
T7N, R8E
CONCRETE MON.

DEER POINT TRAILS CONDOMINIUM PLAT

DANE COUNTY
WILLIAMSON SURVEYING COMPANY

ELVER PARK

N 86° 42' 47" E 607.00'



LOT 3

C.S.M. NO. 7288

SCALE 1" = 50'

LEGEND

Ø * FOUND IN PLACE (1/4" IRON PIPE)

SW CORNER
SECTION 36
T7N, R8E
CONCRETE MON.

RAYMOND

ROAD

S 1/4 CORNER
SECTION 36
T7N, R8E
ALUM. MON.



DESCRIPTION:

Lot 4, Certified Survey Map No. 7288, recorded in Volume 37 of Dane County Certified Surveys on pages 134, 135, and 136, being part of the SW 1/4 of the SW 1/4 of Section 36, T7N, R8E, City of Madison, Dane County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Ronald E. Williamson, Registered Land Surveyor, hereby certify that this plat is a correct representation of the condominium described and to be constructed and the identification and location of the unit and the common and limited common elements can be determined from the plat.

Date April 24, 1994

Ronald E. Williamson
Registered Land Surveyor S-1264

SHEET 1 OF 3

93W-301

NOTE:

All driveways between the street and garages are limited common elements.
All stoops are limited common elements.
All patios and decks are limited common elements.

Area computations are based on architectural plan dimensions and do not supersede unit boundaries as set forth in the condominium declaration.

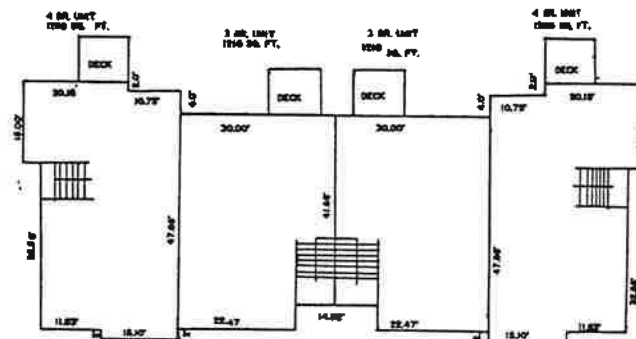
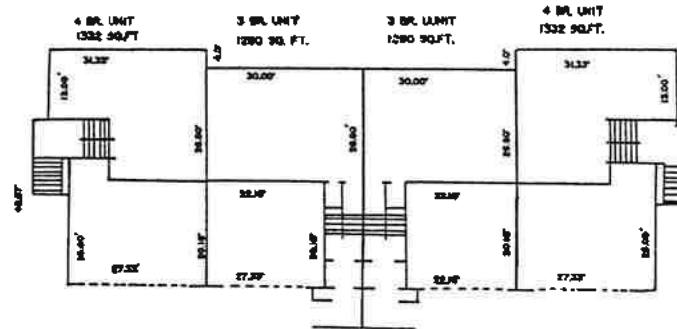
All other area not designated as limited common area is common area.

V27255P 19

DEER POINT TRAILS CONDOMINIUM PLAT

DANE COUNTY
WILLIAMSON SURVEYING COMPANY

TYPICAL BUILDING 1 AND 5 FIRST FLOOR



TYPICAL BUILDING 1 AND 5 SECOND FLOOR



SHEET 3 OF 3
93W -301

-19C-

EXHIBIT II

Appurtenant Common Element Ownership

DEER POINT TRAILS CONDOMINIUM

<u>Unit Number</u>	<u>Common Element Ownership</u>	<u>Share of Common Expenses</u>
1	4.54545%	4.54545%
3	4.54545%	4.54545%
5	4.54545%	4.54545%
7	4.54545%	4.54545%
9	4.54545%	4.54545%
10	4.54545%	4.54545%
11	4.54545%	4.54545%
12	4.54545%	4.54545%
14	4.54545%	4.54545%
15	4.54545%	4.54545%
17	4.54545%	4.54545%
21	4.54545%	4.54545%
23	4.54545%	4.54545%
24	4.54545%	4.54545%
25	4.54545%	4.54545%
26	4.54545%	4.54545%
28	4.54545%	4.54545%
29	4.54545%	4.54545%
30	4.54545%	4.54545%
31	4.54545%	4.54545%
33	4.54545%	4.54545%
35	4.54545%	4.54545%
48	4.54545%	4.54545%
50	4.54545%	4.54545%
52	4.54545%	4.54545%
54	4.54545%	4.54545%
56	4.54545%	4.54545%
58	4.54545%	4.54545%
60	4.54545%	4.54545%
TOTAL	56504	100%

See FIRST AMENDMENT

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
DEER POINT TRAILS CONDOMINIUM**

Thomas R. Goff, as Declarant under a Declaration of Condominium recorded April 28, 1994, in Volume 27255 of Records beginning on Page 1, as Document No. 2595819, Dane County Register of Deeds office, hereby amends the said Declaration and Condominium Plat of Deer Point Trails Condominium as follows:

1. Section 15.01 of the Declaration shall be amended in its entirety to read as follows:

15.01 Declarant Control. Except as provided in Section 703.15(2)(d), Wisconsin Statutes (1991), as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of three (3) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association including but not limited to the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing this provision shall not apply to any lease, the termination of which would terminate the condominium.

2. The Exhibit II - Appurtenant Common Element Ownership, Deer Point Trails Condominium shall be deleted in its entirety and a new Exhibit II substituted therefor in the form and content attached hereto and made a part hereof.

Executed at Madison, Wisconsin, this 13 day of May, 1994.

Thomas R. Goff (SEAL)
Thomas R. Goff

Lori J. Goff (SEAL)
Lori J. Goff

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me, this 13th day of May, 1994, the above named Thomas R. Goff and Lori J. Goff, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Peggy A. Callaway
* Peggy A. Callaway
Notary Public, State of Wisconsin
County of Dane
My commission ~~is~~ expires: 9/29/96

CONSENT OF MORTGAGEE

The State Bank of Cross Plains hereby consents to this Amendment to the Declaration of Condominium of Deer Point Trails Condominium.

STATE BANK OF CROSS PLAINS

BY:

Cynthia E. Albertson, AVP

ATTEST:

Margaret M. Ripp

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me, this 13th day of May, 1994, the above named Cynthia E. Albertson and Margaret M. Ripp to me known to be the person who executed the foregoing instrument and acknowledged the same.

Margaret A. Ripp
* MARGARET A. RIPP
Notary Public, State of Wisconsin
County of Dane

My commission is/expires: 9-15-96

This instrument drafted by:
Attorney Roger W. Bechtel

EXHIBIT II
Appurtenant Common Element Ownership
DEER POINT TRAILS CONDOMINIUM

<u>Unit Number</u>	<u>Common Element Ownership</u>	<u>Share of Common Expenses</u>
1	4.54545%	4.54545%
3	4.54545%	4.54545%
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15	4.54545%	4.54545%
17	4.54545%	4.54545%
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23	4.54545%	4.54545%
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25	4.54545%	4.54545%
26	4.54545%	4.54545%
28	4.54545%	4.54545%
29	4.54545%	4.54545%
30	4.54545%	4.54545%
31	4.54545%	4.54545%
33	4.54545%	4.54545%
35	4.54545%	4.54545%
TOTAL	100%	100%

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
DEER POINT TRAILS CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF DEER POINT TRAILS CONDOMINIUM (the "Amendment") is made as of the 31st day of May, 1997, by the Deer Point Trails Homeowners Association, inc., a Wisconsin non-stock corporation (the "Association") for the purpose of amending the Declaration of Condominium of Deer Point Trails Condominium recorded April 28, 1994, in Volume 27255 of Records beginning on Page 1, as Document No. 2595819, Dane County Register of Deeds Office (the "Declaration"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Declaration.

WHEREAS, the Association has determined it is in the best interest of the Association to amend certain provisions of the Declaration as set forth herein;

WHEREAS, sixteen (16) of the Unit Owners have given their written consent to this Amendment and all of such Unit Owner's mortgagees have approved this Amendment as required pursuant to Article XVII of the Declaration.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as set forth below:

1. Definition of Unit. Section 3.01 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

"3.01 Definitions. "Unit" means that part of the Condominium subject to this Declaration intended for any type of independent use, comprised of one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building together with all fixtures and improvements contained therein."

2. Insurance. Article XI of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

"ARTICLE XI

INSURANCE

11.01 General Authority; Requirements.

(a) Except for any separate insurance obtained by a Unit Owner as provided for in Section 11.05 of this Article, all policies of insurance

relating to the Condominium or the Association shall be obtained by the Board of Directors on behalf of the Association. The Board of Directors shall not be liable for any failure to obtain any coverage required to be obtained by this Article if such coverage shall have been unavailable upon reasonable inquiry and investigation or available only at demonstrably unreasonable cost.

(b) Each policy of insurance purchased by the Board of Directors pursuant to this Article shall provide to the fullest extent applicable as follows:

(i) The named insureds under such policies shall be the Association, the Unit Owners and the Board of Directors, and their authorized representatives, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement or any successor to such trustee for the use and benefit of the Owners and who shall have the exclusive right to negotiate recovery for losses, as their interests may appear;

(ii) In no event shall any such insurance be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(iii) The policy shall be primary, and the insurer waives (a) any right to claim by way of subrogation against the Association, the Board of Directors or the Unit Owners, and their respective agents, employees, invitees and, in the case of the Unit Owners, the members of their households; and (b) any defense based upon co-insurance or upon any invalidity arising from the acts of the insured;

(iv) Such policy shall not be canceled or suspended due to the act or omission of any Unit Owner (including any member of his or her household and his or her invitees, agents and employees) or of any member, officer or employee of the Board of Directors;

(v) Such policy may not be canceled (including cancellation for nonpayment of premium) or modified in a manner that materially and adversely affects any first Mortgagee's interest without at least ten (10) days' prior notice to the Board of Directors, and to all first Mortgagees and Unit Owners to whom certificates, subpolicies or endorsements have been issued;

(vi) The insurance on the Condominium will be endorsed to be primary, and any other insurance covering the same loss will be excess; and

(vii) The master policy shall contain a standard mortgagee clause, without contribution, in favor of each Mortgagee, its successors and assigns, to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee set forth in Article XII below.

(c) Each insurance policy must be written by an insurance carrier that has an acceptable rating from either the A.M. Best Company; Demotech, Inc.; or Standard and Poor's, Inc. These specific requirements are that the insurance company carry a "B/III" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Bests Insurance Reports - International Edition, an "A" or better rating in Demotech's First Rate/P&C Financial Stability Ratings, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's Insurer Solvency Review, or a "AAisi" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service.

11.02. Property and Liability Insurance.

(a) The Board of Directors shall obtain and maintain a master policy of insurance using the Special Causes of Loss Form (CP1030 or its equivalent) insuring the buildings containing the Units (including all building service equipment and the fixtures installed therein as of the date hereof and all of the Units, specifically the interior walls, interior doors, built-in cabinets and counters, electrical and plumbing conduit pipes and fixtures initially installed by the Association and any fixtures, equipment or other property within a Unit and including common personal property, carpeting, supplies and improvements initially installed by the original Unit Owner, but not including drapes, wall coverings, furniture, furnishings or other personal property supplied or installed by Unit Owners or tenants and also not including land, foundations, excavation and other items normally excluded from coverage), subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee, and covering the interest of the

Association, the Board of Directors, and all Unit Owners and their mortgagees, as their interests may appear for 100% replacement cost as determined annually by the Board of Directors. The policies shall also provide for, if applicable, the following:

- (i) Inflation Guard Endorsement, when it can be obtained;
 - (ii) Agreed Amount Endorsement (or equivalent);
 - (iii) Special Condominium Endorsement;
 - (iv) Construction Code Endorsements (such as Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and an Increased Cost of Construction Endorsement if the condominium is subject to construction code provisions which would become operative and require changes to undamaged portions of the buildings). These endorsements are only necessary if the condominium would be subject to special building codes; and
 - (v) Boiler & Machinery Coverage (only if the building is heated with steam boilers or if the Condominium has central heating or cooling) providing that the insurer's minimum liability per accident equals no less than the lesser of Two Million Dollars (\$2,000,000) or the insurable value of the building(s) housing such boiler or machinery. Such policy of physical damage insurance shall also provide or include to the extent obtainable that the insurer will issue to each Unit Owner a certificate or subpolicy specifying the portion of such policy allocated to his or her Unit and the percentage interest of such Unit in the Common Elements. The amount of such coverage shall be reviewed annually by the Board of Directors with the assistance of the insurance company affording such coverage and such coverage shall be redetermined when and as the Board of Directors deems advisable.
- (b) Unless a higher maximum amount is required by state law, the maximum deductible amount allowable in the coverage required in (a) above, is the lesser of \$10,000 or 1% of the policy face amount; provided, however, that funds to cover the full deductible amount must be included in the Association's operating reserve account and be so designated.

11.03 Liability Insurance. The Board of Directors shall obtain and maintain commercial general liability (C60001 or its equivalent) and property

damage insurance in such limits as the Board of Directors from time to time may determine in accordance with this Section, insuring each member of the Board of Directors, the Association, and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) libel, slander, false arrest and other personal injury offenses coverage; (ii) medical payments coverage; (iii) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured; (iv) hired and non-owned vehicle coverage; (v) host liquor liability coverage with respect to events sponsored by the Association; (vi) property of others coverage; (vii) broad form property damage coverage; (viii) bailee's liability, if applicable; (ix) contractual liability; and (x) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of the negligent acts of the Association, the Board of Directors, the managing agent or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be written in an amount less than One Million Dollars (\$1,000,000) covering all claims for personal injury, bodily injury or property damage arising out of any single occurrence. Reasonable amounts of umbrella liability insurance in excess of primary limits in the discretion of the Board of Directors also may be obtained.

11.04 Other Insurance. The Board of Directors shall obtain and maintain:

- (a) Directors' and officers' liability coverage;
- (b) If the Condominium is located in an area at any time designated as having special flood hazards, a blanket policy of flood insurance in an amount equal to one hundred percent (100%) of the insurable value of all buildings and other insurable property located in the flood hazard area, based upon the then replacement cost, or, the maximum coverage available under the National Flood Insurance Administration Program, as amended, whichever is less. Unless a higher deductible amount is required by state law, the maximum deductible amount for such policy is the lesser of \$5,000 or 1% of the policy's face amount; provided, however, that funds to cover the full deductible amount must be included in the Association's operating reserve account;
- (c) Workers compensation insurance if and to the extent necessary to meet the requirements of law and if the Association has eligible employees; and

- (d) Such other insurance as the Board of Directors may determine, or as may be requested from time to time by a majority of the votes of the Unit Owners, or as required by law.

11.05 Separate Insurance. Each Unit Owner shall have the right, at such Owner's expense, to obtain insurance for his or her own Unit and for his or her own benefit and to obtain insurance coverage upon such Unit Owner's personal property and for such Unit Owner's personal liability as well as upon any permitted betterments and improvements made by such Unit Owner to his or her Unit."

3. Repair or Reconstruction. Article XII of the Declaration is hereby amended by designating the current provisions of Article XII as "Section 12.01" and adding the following new sections:

"12.02 Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Association Board of Directors shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Association Board of Directors determines to be necessary or desirable.

(b) Assessments. If the proceeds of insurance maintained by the Association Board of Directors are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair the funds for the payment thereof are insufficient, special assessments in sufficient amounts to provide payment of such costs shall be levied by the Association Board of Directors against all Unit Owners in proportion to the respective percentage interests of all Units. Such special assessments shall not require the approval of the Association, anything in this Declaration or the Association's Bylaws to the contrary notwithstanding.

(c) Disbursements.

(i) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Association Board of Directors from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Insurance Trustee as defined below; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Insurance Trustee and approval of an architect qualified to practice in the State of Wisconsin and employed to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (a) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(ii) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided first among all Unit Owners who paid special assessments levied pursuant to Section 12.02(b) of this Article in proportion to their payments, and the balance, if any shall be divided among all Unit Owners in proportion to each Unit Owner's obligation to pay Common Expenses and shall be distributed in accordance with the priority of interest, at law or in equity, in each Unit.

(iii) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and the balance, if any, to the cost of replacing and repairing the Units.

(iv) Certificate. The Insurance Trustee as defined below shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

(e) Insurance Trustee. All physical damage insurance policies purchased by the Association Board of Directors shall provide that all proceeds thereof shall be paid in trust to the Board of Directors, as "Insurance Trustee", to be applied pursuant to the provisions of Section 12.02 of this Article. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same, in trust, for the purposes stated in this Declaration and the Bylaws of the Association for the benefit of the insureds and their beneficiaries.

(f) Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner to adjust and settle all claims arising under insurance policies maintained by the Board of Directors and to execute and deliver releases upon the payment of claims."

4. Except as amended hereby, the Declaration remains in full force and effect.

Executed as of the date first above written.

DEER POINT TRAILS HOMEOWNER'S
ASSOCIATION, INC.

By: Sanger B. Powers Jr

Title: Director

By: Robert A. Ibarra

Title: Director

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 1 day of Oct, 1997, before me, personally appeared Sandy (Sanger) Powers Jr. and Robert Ibarra, to me known to be the Director and Director of Deer Point Trails Homeowners Association, Inc., and to me known to be the persons who executed the foregoing instrument and to me known to be such _____ and _____ and that they executed the foregoing instrument as such _____ and _____ of Deer Point Trails Homeowners Association, Inc., as the deed of said corporation, by its authority.

Don McCull
Notary Public, Dane County, Wisconsin
My Commission: 12-27-98

DEER POINT TRAILS CONDOMINIUM

ARTICLES OF INCORPORATION

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<u>ARTICLES</u>	<u>PAGE</u>
I. Name	
II. Period of Existence	
III. Purposes	
IV. Principal Office	
V. Registered Agent	
VI. Address of Registered Agent	
VII. Amendments	
VIII. Number of Directors	
IX. Initial Directors	
X. Membership	
XI. Distribution of Net Earnings	
XII. Incorporator	

NONSTOCK ARTICLES OF INCORPORATION

PLEASE READ INSTRUCTIONS ON PAGES 3 & 4 BEFORE ATTEMPTING TO COMPLETE THIS FORM.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

Article 1.

The name of the corporation is DEER POINT TRAILS CONDOMINIUM HOMEOWNERS ASSOCIATION, INC

Article 2.

The period of existence shall be perpetual.

Article 3.

The purposes shall be to engage in any lawful activities authorized by Chapter 181 of the Wisconsin Statutes.

Article 4.

The principal office is located in DANE County, Wisconsin.

The address of the principal office is:
(A complete mailing address,
including ZIP code, must be stated)

206 LYNN CIRCLE

VERONA, WI 53593

Article 5.

The name of the initial registered agent is THOMAS R. GOFF

Article 6.

The address of the initial registered agent is
(Address must physically describe the
registered agent's physical location,
i.e., street number and name, city
(in Wisconsin) and ZIP code. A
P.O. Box address, without more,
is insufficient.)

206 LYNN CIRCLE

VERONA, WI 53593

Article 7.

These articles may be amended in the manner authorized by law at the time of amendment.

FILING FEE - \$35.00, PLUS RECORDING FEE
SEE PAGES 3 & 4 for Instructions, Suggestions, Fees and Procedures

Printed on Recycled Paper

Article 8. CHECK THE APPROPRIATE BOX.

☒

The number of directors shall be fixed by by-law but shall be not less than three.

OR

☐

The number of directors shall be _____. (State a definite number, but not less than three.)

Article 9. The names and complete addresses of all the Board of Directors are:

Thomas R. Goff
206 Lynn Circle
Verona, WI 53593

Lori J. Goff
206 Lynn Circle
Verona, WI 53593

Alberta Christian
1 Leyton Circle
Madison, WI 53713

Article 10. CHECK THE APPROPRIATE BOX.

☒

Membership Provisions will be set forth in the by-laws.

OR

☐

Membership Provisions are as follows:

Article 11. (Other provisions, if any) The corporation shall make no distribution of income to its members, officers, or directors except as may be determined from time to time by the directors as a reasonable compensation for actual expenditures or for services actually made and rendered to or for the corporation.

Article 12. The name and address of incorporator (or incorporators) are:

NAME

ADDRESS

(Complete mailing address, including ZIP code)

1) Thomas R. Goff

206 Lynn Circle, Verona, Wisconsin 53593

2) _____

3) _____

Executed in duplicate on the _____ day of _____, 19 94.

All Incorporators SIGN HERE

1) Thomas R. Goff

2) _____

3) _____

This document was drafted by Attorney Roger W. Boettcher

(Name of individual required by law) Print or Type

NOTARY: In completing this section, please specifically name the individual(s) whose signature(s) you are witnessing. The name(s) you cite should agree in every particular with the printed or typewritten name(s) as it appears in Article 12. Affix your seal, sign and state commission expiration date.

STATE OF WISCONSIN

County of _____ SS.

Personally came before me this _____ day of _____ A.D., 19____ the
aforenamed incorporator(s) (1) _____
(2) _____ (3) _____
to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.

My commission
expires _____

Notary Public Signature

Notarial
Seal

=====

Submit a second and third choice corporate name: This name
would be entered in Article 1, if your first choice corporate
name is unavailable. (2) _____
(3) _____

PREPARATION, FEES AND TRANSMITTAL

Prepare document in **DUPLICATE ORIGINAL**. Furnish Secretary of State two identical copies of the articles of incorporation. Mailing address: Corporation Division, Secretary of State, P.O. Box 7846, Madison, WI 53707. (If sent by Express or Priority US mail or Courier Service, address to 30 W. Mifflin St. 9th Flr, Madison, WI 53703.) If you have any additional questions, please contact the Corporations Division at 608/266-3590. One copy will be retained (filed) by Secretary of State and the other copy will be transmitted by the Secretary of State directly to the Register of Deeds of the county within which the corporation's principal office is located, together with your check for the recording fee. When the recording has been accomplished, the document will be returned to the address you furnish on the back of this form.

Two (2) **SEPARATE REMITTANCES** must accompany the documents.

- 1) Send a **FILING FEE** of \$35 payable to SECRETARY OF STATE with the articles of incorporation. Your cancelled check is your receipt for fee payment.
- 2) Send a **RECORDING FEE** of \$16 (or more) payable to REGISTER OF DEEDS with the articles of incorporation. Recording fee for this standard form is \$16. If you append additional pages, add \$2 more recording fee for each additional page. Please furnish the fee for the Register of Deeds in check form to this office and we will transmit it to the Register of Deeds with the document for recording.

NOTE: Organizations expecting to apply to Internal Revenue Service for federal **TAX-EXEMPT STATUS** are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing articles of incorporation, as the document must contain particular language and provisions to meet federal tax code requirements. IRS Forms 1023, 1024 and 8718 explain the requirements, procedures and fee for making application. Corporations that expect to apply for **PROPERTY TAX EXEMPTION** must contact their municipal assessor.

DEER POINT TRAILS CONDOMINIUM
BY-LAWS

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BY-LAWS
of
DEER POINT TRAILS CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.

The following By-Laws apply to Deer Point Trails Condominium, created by a Declaration of Condominium recorded in Volume _____, of Records, beginning on page _____ and a Condominium Plat recorded in Volume _____ of Condominium Plats, beginning at page _____ in the Office of the Register of Deeds for Dane County, Wisconsin. These By-Laws incorporate by reference the said Declaration of Condominium and Condominium Plat, the Articles of Incorporation of Deer Point Trails Condominium Homeowners Association, Inc., and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (1991). The By-Laws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of all persons authorized to use it, to establish the procedure for the levy and collection of assessments to finance the operations of the Association, and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

SECTION I

NAME, FORM OF ADMINISTRATION, ADDRESS

1.01 Name. The name of the Association created herein is Deer Point Trails Condominium Homeowners Association, Inc. and is referred to herein as the Association.

1.02 Form of Administration. The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes (1991). Policy control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the members in accordance with Section III hereof. The Manager, retained by the Board of Directors, is responsible for implementation of the policy decisions of the Board and operates under its supervision and control.

1.03 Address. The initial address of the Association and its principal office is 206 Lynn Street, Verona, Wisconsin 53593.

SECTION II

MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS

2.01 Members. All Unit Owners in the Condominium are, by the fact of ownership of their Unit, members of the Association. As such they are granted all rights and subject to all obligations of membership as created herein.

- (1) Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association and the transferee becomes a member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.
- (2) The Association shall also maintain a roster of holders of a security interests in Units and shall provide such notices regarding the Unit encumbered and the condominium as a Unit mortgagee requests or the law requires. Unit owners are responsible for providing the information necessary to keep this roster current.

~~2.02 Annual Meeting. The annual meeting of the Association shall be held on the second Monday of December of each year at 7:00 P.M., at a location selected by the Board of Directors. See FIRST AMENDMENT~~

2.03 Special Meetings. Special meetings may be held at any time on the call of the President or on written request to the Association by owners of not less than two (2) Units. Special meetings held on written request as provided herein shall be conducted within sixty (60) days of the date of receipt of the request unless it specifies a longer period.

2.04 Notice of Meeting. The Secretary of the Association shall give written notice of every meeting to every member at least ten (10) days before the date set for such meeting.

- (1) Content of Notice. The notice shall state whether the meeting is an annual or special meeting, the authority for the call of the meeting, the place, date, and hour of the meeting and, where required, the purpose or question to be considered at the meeting.
- (2) Delivery of Notice. The notice shall be given by delivery of a copy to the member personally or by mailing the notice to the member at his address as it appears on the Association's roster, postage prepaid.
- (3) Failure to Receive Notice. If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.

(4) Holders of Security Interests. Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Unit in the Condominium may obtain a copy of any notice permitted or required to be given by these By-Laws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record. Notice shall be given to all holders of security interests of proposed amendments to the Declaration.

2.05 Quorum. The presence of a majority of Unit votes whether in person or by proxy constitutes a quorum.

2.06 Voting. Voting is on the basis of Unit Votes. Each Unit is entitled to cast one indivisible vote without regard to the number of persons who have an ownership interest in the Unit. The vote for each Unit may be cast as agreed by the persons who have an ownership interest in the Unit and if any one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast no vote may be accepted from that Unit.

- (1) Proxies. A member may give another person authority to represent him and vote on his behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary.

Except for a proxy to a mortgagee or lessee of the Unit involved, no proxy is valid for more than 180 days after its date, however a member may renew his proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or limited voting rights and may contain instructions, which shall be binding on the proxy holder.

- (2) Representatives. Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.
- (3) Suspension. Voting rights may be suspended by vote of the Association's Board of Directors in accordance with the Declaration and no person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

2.07 Unanimous Consent Without Meeting. Any action required or permitted by these By-Laws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

2.08 Adjournment. Any meeting of the Association may be adjourned from time to time and to such place and time as may be determined by a majority vote of those present, whether or not a quorum is present. No further announcement of the time or place of the adjourned meeting is required.

2.09 Order of Business. The order of business at all annual meetings is as follows:

- (a) Roll Call
- (b) Proof of Notice of Hearing
- (c) Proof of Quorum
- (d) Reading of Minutes of Preceding Annual Meeting
- (e) Report of Officers
- (f) Report of Committees
- (g) Election of Board of Directors
- (h) Unfinished Business
- (i) New Business
- (j) Approval of Budget
- (k) Adjournment

2.10 Reserved Rights. Election of directors, amendment of the By-Laws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget, and levying of special assessments are reserved to vote by the members.

SECTION III BOARD OF DIRECTORS

3.01 Number and Qualification. The affairs of the Association are governed by a Board of Directors composed of three (3) directors. All directors must be Unit Owners, unless there are less than three Units in the Condominium, in which case only one of the directors must be a Unit Owner.

3.02 Election. Directors are elected by Unit votes at the annual meeting of the Association. Those candidates receiving the greatest number of votes from among the candidates running for the available Board positions shall be elected, notwithstanding the fact that they do not receive a majority of the votes cast. Each Unit has one vote for each vacancy on the Board and cumulative voting shall not be allowed.

~~3.03 Term of Office. The term of office for each director is one year. Directors hold office until their successors are elected and qualified.~~ See FIRST AMENDMENT

3.04 Vacancies. Vacancies by the Board of Directors caused by any reason shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum. Each director so elected serves as a director until a successor is elected at the next annual meeting.

3.05 Removal of Directors. Directors may be removed for cause by a majority of the Unit votes at any annual or special meeting, notice of which includes notice of the proposed removal.

3.06 Compensation. No compensation shall be paid to directors for their services as officers or directors.

3.07 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association. No notice is necessary to newly-elected directors in order legally to constitute such meeting, provided that a quorum of the directors is present.

3.08 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly. The time, place and manner of such regular meetings shall be as determined from time to time by resolution of the directors.

3.09 Special Meetings. Notice of all meetings of the Board of Directors must be given to each director, personally, or by mail, at least three (3) days prior to the date of such meeting.

3.10 Notice. Notice of all meetings of the Board of Directors must be given to each director, personally, or by mail, at least three (3) days prior to the date of such meeting.

3.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver is deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board is a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice is required and any business may be transacted at such meeting.

3.12 Unanimous Consent Without Meeting. Any action required or permitted by these By-Laws or any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting, if a consent in writing, setting forth the action taken, is signed by all of the directors then in office.

3.13 Quorum. At all meetings of the Board of Directors, a majority of the directors constitutes 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 is the act of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.14 Open Meetings. Any Unit Owner may attend any annual, regular or special meeting of the Board of Directors.

3.15 Committees. The Board of Directors may by resolution designate one or more committees, each committee to include one or more directors elected by the Board of Directors, which to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the Condominium. The Board of Directors may elect one or more of its members to

alternate membership of any such committee and such alternate members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.

3.16 Powers and Duties. The Board of Directors may exercise all powers of the Association not specifically reserved to the members and is responsible for establishing policies for the Association in pursuance of its purposes and supervision of the implementation of these policies by the Manager. The Board of Directors shall retain the Manager.

(1) **Rules.** The Board of Directors shall adopt Rules for the regulation of the use and enjoyment of the Condominium.

(2) **Delinquencies.** The Board of Directors may set a delinquency charge, stated in terms of a percentage rate not to exceed one percent (1%) per month, on delinquent payments of regular or special assessments.

(3) **Insurance.** Hazard insurance maintained by the Association must be maintained with an insurer licensed in Wisconsin and rated Best's Class VI or better, or Class V if it has a general policyholder's rating of A. Policies may not be subject to contribution or assessment, to special corporate action by the carrier to authorize payment of benefits or to limiting clauses other than insurance conditions on payment of benefits. The insurance maintained by the Association must provide at least ten (10) days notice to Unit mortgagees or their assigns before a policy is reduced or canceled.

SECTION IV

OFFICERS

4.01 Designation. The principal officers of the Association are a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors.

4.02 Election of Officers. The Officers of the Association are elected at the annual meeting of the Board of Directors.

4.03 Term. The officers of the Association hold office for a term of one year.

4.04 Removal of Officers. Any elected officer may be removed, with or without cause, by a majority vote of the Directors at any annual, regular or special meeting of the Board, notice of which includes notice of the proposed removal.

4.05 Vacancies. A vacancy in any principal office shall be filled by the Board of Directors.

4.06 President. The President is the principal officer of the Association. He presides at all meetings of the Association and of the Board of Directors, and has all of the powers and duties set forth in these By-Laws or delegated to him by the Board of Directors.

4.07 Vice President. The Vice President takes the place of the President and performs his duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able 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 delegated to him by the Board of Directors.

4.08 Secretary. The Secretary supervises the taking, preparation and preservation of minutes of all meetings of the Board of Directors or of the Association; serves as teller to count votes at Association meetings; causes all notices required by these By-Laws to be given; certifies copies of the organizational and operational documents of the Condominium, as amended from time to time, upon request; executes other certificates on behalf of the Association, and has other powers and duties as may be delegated to him in the Declaration, by these By-Laws, or by the Board of Directors.

4.09 Treasurer. The Treasurer supervises the keeping of the financial books and records of the Association, causes appropriate notices relating to Common Expenses of the Condominium to be given, supervises the collection of amounts due the Condominium and their application under the Declaration, By-Laws and policies established by the Board of Directors, and has such other powers and duties as may be delegated to him by these By-Laws or the Board of Directors.

SECTION V

ASSESSMENTS

5.01 Common Expenses. All expenditures for the operation, maintenance, repair and restoration of the Common Elements and for the operation of the Association are Common Expenses to be shared by the Unit Owners as set forth in the Declaration.

4.02 Regular Assessments. Regular assessments are those based upon the annual budget of the Condominium prepared by the Manager, adopted by the Board of Directors and approved by the members.

(1) Budget. The budget for the forthcoming year shall be adopted by the Board of Directors and distributed with the notice of the annual meeting of members. The members may approve or disapprove the budget in whole but may not amend it. If disapproved, the budget shall be returned to the Board of Directors for further consideration and a special meeting of the members called to approve it

before the beginning of the fiscal year. The budget shall include funding for a reserve fund to pay for nonrecurring operating contingencies.

~~(2) Assessments. Once the budget is adopted, the Manager shall allocate to the Units their proportionate share and give notice of the amount due from each Unit which shall be expressed both as an annual amount and in twelve (12) equal monthly installments. The monthly installments are delinquent if not paid before the fifth (5th) day of the month. See FIRST AMENDMENT~~

5.03 Special Assessments. If unbudgeted expenses for which no reserve has been created are incurred, the members shall hold a special meeting to levy a special assessment to pay these expenses. The special assessment may be in such amount, due and payable at such time and on such terms as the members determine.

5.04 Collection. The Association has all powers given by law, the Declaration or these By-Laws to effect collection of the assessments hereunder.

5.05, 5.06, 5/07 See FIRST AMENDMENT

SECTION VI

ACCOUNTS; FINANCES

6.01 Accounts. The Association shall maintain such books and records and establish such financial accounts as required by law and as may be necessary accurately to reflect the condition and actions of the Association. Such books and records are open to inspection by all Unit Owners.

6.02 Audit. The Board of Directors shall establish an Audit Committee, containing at least one unit owner who is not a director, to audit the accounts of the Association.

SECTION VII

LIABILITY OF OFFICERS

7.01 Exculpation. No director or officer of the Association, in his capacity as director or officer rather than as a Unit Owner, is liable for acts or defaults of any other director, officer or Unit Owner or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence. Nothing contained in this section exempts such director or officer from the liabilities and obligations of Unit Owners as provided by these By-Laws.

7.02 Indemnification. Every director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with the claim, action, suit proceeding, investigation, or inquiry or whatever nature in which he may be involved as a

party or otherwise by reason of his having been a director or officer of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification is in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and inures to the benefit of the legal representatives of such person. The Association may insure its obligation under this subsection.

SECTION VIII

FISCAL YEAR

8.01 Fiscal Year. The fiscal year of the Association begins on the first day of January in each year and ends on the 31st day of December of the same year.

SECTION IX

AMENDMENT

9.01 Amendment. Except as otherwise provided herein, these By-Laws may be amended from time to time by affirmative vote of at least sixty-seven percent (67%) of the total Unit votes, at a meeting duly called for the purpose. Any portion of these By-Laws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

SECTION X

INTERPRETATION

10.01 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

10.02 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provision thereof.

10.03 Gender; Number. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**FIRST AMENDMENT TO
BY-LAWS
OF
DEER POINT TRAIL CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.**

This First Amendment to By-Laws of Deer Point Trails Homeowners Association, Inc. (the "Amendment") is made this 31st day of May, 1997, by the members of Deer Point Trails Homeowners Association, Inc. (the "Association") for the purpose of amending certain provisions of the By-Laws of Deer Point Trails Homeowners Association, Inc. (the "By-Laws"). Capitalized terms used but not defined herein shall have the same meaning given to such terms in the By-Laws.

WHEREAS, the Board of Directors of the Association has determined it is in the best interest of the Association to amend certain provisions of the By-Laws as set forth herein.

WHEREAS, this Amendment has been approved by the affirmative vote of seventy-three percent (73%) of the total Unit votes, at a meeting duly called for the purpose of approving this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the By-Laws are amended as follows:

1. Annual Meeting. Section 2.02 of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

"2.02 Annual Meeting. The annual meeting of the Association shall be held on the 1st Saturday in November in each year, commencing at 10:00 a.m. The purpose of each annual meeting shall be for the election of the Board of Directors and the transaction of such other business as may come before the meeting."

2. Election and Term of Office. Section 3.03 of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

"3.03 Term of Office. The term of office of each member of the Board of Directors shall be fixed at three (3) years, except that, at the 1997 election, one (1) director shall be elected for a one (1) year term; one (1) director shall be elected for a two (2) year term; and one (1) director shall be elected for a three (3) year term. At the expiration of the term of office of each respective member of the Board of Directors, his or her successor shall be elected to serve for a term of three (3) years. Directors may be reelected upon expiration of their term."

3. Assessments. Section 4.02(2) of the By-Laws is hereby deleted in its entirety and the following is substituted therefor:

"(2) Assessments. Once the budget is adopted, the Manager shall allocate to the Units their proportionate share and give notice of the amount due from each Unit which shall be expressed as an annual amount which shall be payable at the option of the Unit Owner, (a) in twelve (12) equal monthly installments on or before the first day of each month; (b) in four (4) equal quarterly installments on or before the first day of each of January, April, July and October; (c) in two (2) equal semi-annual installments on or before the first day of each of January and July; or (d) in one (1) annual installment on or before the first day of each January."

4. Lien for Assessments. Section V of the By-Laws is hereby amended by adding the following new Section 5.05:

"5.05 Lien for Assessments. All sums assessed to any Unit pursuant to this Section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- (a) Liens of general and special taxes; and
- (b) A lien for all sums unpaid on a first mortgage duly recorded in the Dane County, Wisconsin real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and
- (c) Construction liens filed prior to the making of such assessment.

All other lienors acquiring liens on any Unit shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Section, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and the legal description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Dane County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien

may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees incurred in connection with such foreclosure. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

A release of notice of lien shall be executed by the Association in such form as to be recordable in the Dane County, Wisconsin real estate records, upon payment of all sums secured by the lien which has been made the subject of the recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the Unit Owner mortgagor of any obligation under the Declaration, these By-Laws, any rules and regulations promulgated hereunder which default is not cured within sixty (60) days. Each Unit Owner expressly authorizes and consents in advance to the giving of such report or reports by the Association to any such encumbrancer."

5. Effect of Nonpayment of Assessment; Remedies of the Association.
Section V of the By-Laws is hereby amended by adding the following new Section 5.06:

"5.06 Effect of Nonpayment of Assessment; Remedies of the Association.
Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of the greater of six percent (6%) in excess of the "prime" rate of interest as published in the Midwest Edition of the Wall Street Journal (or such other indicator as the Association may reasonably choose if the Midwest Edition of the Wall Street Journal no longer publishes such rate) or twelve percent (12%) per annum, provided, however, that if that interest rate shall violate any applicable usury or credit law, rule or regulation, then such interest rate shall automatically be adjusted so as to be the highest rate permitted by such usury or credit law, rule or regulation. Such interest amounts shall be compounded monthly. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments

provided for herein by non use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same. If any assessment of common expenses is delinquent and a notice of condominium lien has been recorded against a Unit, the Board of Directors may suspend the voting rights of the delinquent Unit Owner in accordance with the provisions of Wis. Stat. §703.10(4) (1993-94)."

6. Subordination of the Lien to Mortgages. Section V of the By-Laws is hereby amended by adding the following new Section 5.07:

"5.07 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the liens described in Section 5.05(a), (b) and (c). Sale or transfer of any Unit shall not affect the assessment lien. Notwithstanding anything herein to the contrary, any first mortgagee who obtains title to any Unit pursuant to the remedies provided in the mortgage, or by foreclosure of the mortgage, is not liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, and such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Owners, excluding the acquirer, his or her successors and/or assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof."

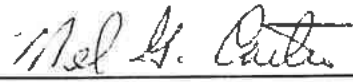
7. Except as amended hereby the By-Laws remain in full force and effect.

Executed as of the date first above written.

DEER POINT TRAILS HOMEOWNERS
ASSOCIATION, INC.



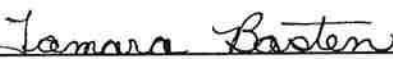
President




Vice President



Secretary



Treasurer



Director



Director

Director

**DEER POINT TRAILS CONDOMINIUM
CONDOMINIUM RULES**

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DEER POINT TRAILS CONDOMINIUM
CONDOMINIUM RULES

Effective Date: April 20, 2023

The rules set forth herein relating to the use of the Common Elements, Limited Common Elements, and Units of the Deer Point Trail Condominium (collectively, the “Rules”) are intended to promote harmony and enhance the general enjoyment of life at the Condominium. They apply to all Unit Owners and other occupants of a Unit as well as to their respective guests, tenants, contractors, and other visitors. They shall be enforced in a consistent and non-discriminatory manner by the Board of Directors (the “Board”).

These Rules supplement the provisions of Wisconsin law, the City of Madison ordinances, the Condominium Declaration, and the Condominium By-Laws, all of which also regulate the use and enjoyment of the Condominium. These Rules are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of other Unit Owners and residents of the Condominium. Capitalized terms not otherwise defined herein have the meaning set forth in the Condominium Declaration and Condominium By-Laws.

These Rules are adopted by the Board as of the effective date above and replace and supersede all previous versions of the Condominium Rules.

A. General Use and Occupancy

1. Each Unit shall be occupied and used only for residential purposes, except that occupants may perform business-related activities within a Unit to the extent such activities do not cause a nuisance to other occupants of the Condominium. Units should not be used for any business or commercial activity that would greatly increase the number of people or vehicles on Condominium property or increase the Association's insurance costs.
2. The Common Areas shall be used only for the purposes for which they are intended and shall not be obstructed, littered, defaced, or misused in any manner.
3. The use of a Unit and the undivided interest in the Common Areas and Limited Common Areas appurtenant to such Unit shall be consistent with existing law and the Declaration of Condominium Homes and the Association's By-Laws.

B. Care and Maintenance

1. Every Unit Owner and occupant shall at all times keep their Unit in a clean and sanitary condition. Every Unit Owner is responsible for keeping the Limited Common Elements designated for their use in a clean, orderly, and sanitary condition.
2. Common Areas and Limited Common Areas shall be kept free from rubbish, debris, and other unsightly materials and shall not be used to store household items.

3. No outdoor clothes lines may be erected and nothing shall be permanently hung or affixed to any part of the Common Areas.
4. Nothing may be hung or displayed on the outside of Unit windows or placed on the exterior walls of a Unit. Including but not limited to signage, awnings, shutters, antennas, satellite dishes, etc. shall not be affixed to or placed on the exterior walls, roof, deck, or any part thereof, without the Board's prior written approval.
5. Unit Owners shall not place any signs, posters, or bills of any kind on the exterior of a Unit (or on an interior window facing out), or on or about any Common Area or Limited Common Area. Specifically excluded from this regulation are temporary seasonal decorations and "For Sale" signs advertising the sale of a Unit.
6. No Unit Owner or occupant shall place, store, or maintain objects of any kind in the walkways, grounds, or other Common Areas, except for maintenance items such as garden hoses, exterior lighting, and seasonal decorations that do not cause a nuisance to other Unit Owners and Condominium occupants.
7. Decks shall be kept and maintained in orderly and presentable condition and shall not be used as a storage area. Nothing shall be hung from deck railings that detract from the outward appearance of the building.
8. Unit Owners shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.
9. No Unit Owner may alter, change, or remove any furniture, furnishings, or equipment from the Common Areas or Limited Common Areas.

C. Damage to Common Areas of Limited Common Areas

1. Unit Owners are fully responsible for their actions as well as the actions of their occupants, tenants, family members, guests, and pets, and shall be held accountable for any damage done to the property or to Association owned assets. Any damage to buildings, grounds, or other Common Areas, or facilities, or to equipment by any Unit Owner, occupant, tenant guest, family member, or pet shall be repaired at the expense of the Unit Owner. This charge may be assessed in addition to a fine.

D. Conduct

1. Every Unit Owner or occupant as well as their guests shall observe all laws, ordinances, rules, and regulations now or hereafter enacted by the State of Wisconsin or by the City of Madison or adopted by the Association.
2. Unit Owners or occupants as well as their guests shall not engage in or permit any activity that unreasonably interferes with the rights, comfort, quiet enjoyment, and convenience of other residents.
3. Any use or an action that creates conditions that are hazardous, noxious, offensive, or illegal are prohibited.

4. Unit Owners shall not use or permit the use of their premises in any manner which is disturbing or a nuisance to other owners, or in such ways as to be injurious to the reputation of the Condominium.
5. All Unit Owners and occupants as well as their guests shall observe any current or hereafter enacted noise ordinance as established by the State of Wisconsin, the City of Madison, or by the Association. No Unit Owner shall make or permit any unreasonable noise that is disturbing or annoying to other residents.
6. Unit Owners and occupants as well as their guests shall not cause or permit noise intrusion of any form in Units, Limited Common Areas, and Common Areas including but not limited to music, machinery, and appliances during specified Quiet Hours. The Quiet Hours are as follows: Sunday through Thursday starting at 10:00PM in the evening and ending at 7:00AM the following morning; and Friday through Saturday starting from midnight and ending at 7:00AM the following morning.

E. Parking, Parking Stall, and Garages

1. Parking is limited to driveways and the designated guest parking spaces. No parking is allowed on Deer Point Trail except for deliveries and similar temporary uses.
2. Garage doors should remain closed and locked when unattended, particularly during the evening or overnight hours for safety and pest control reasons.
3. The guest parking spaces may be used by Unit Owners or their guests, invitees, and contractors and are intended only for short-term parking. If a guest or Unit Owner needs to use a guest parking space for a period longer than 7 days, the Unit Owner must submit a request to the Board (to be approved or denied in the Board's sole discretion) and pay a weekly or monthly parking fee, as determined by the Board.
4. All boats, trailers, and recreational vehicles must be kept within Unit garages and shall not be parked on a regular basis in common areas, including driveways. Guest parking spaces and driveways shall not be used for any mechanical work on vehicles except on a short-term basis or in an emergency.
5. Unit Owners who park or allow parking in their driveway are responsible for snow removal and ice management of their driveway if the vehicles block the Association's snow removal vendor from performing services.
6. All Unit Owner or occupant vehicles, or those belonging to their guests, must be relocated from guest parking spaces so as not to interfere with the Association's snow removal vendor services. If the Association's snow removal vendor is unable to complete their work due to vehicles obstructing their path, the Unit Owner or the owner of the vehicle will be responsible for any monetary penalty incurred from the vendor as well as for the snow removal and ice management of the area obstructed.

7. Any Unit Owner or occupant that has a vehicle parked in the guest parking spaces or driveway that leaks fluids or otherwise damages these elements shall be financially responsible to the Association for repairing said damage.
8. Written notice of any violation of parking-related rules will be given by the Board either to the vehicle's owner, if known, or placed on the windshield of the offending vehicle. If such violation continues twenty four (24) hours after receipt of the notice, the Board may have the offending vehicle towed at the owner's expense.

F. Pets

1. The maintenance, keeping, boarding and/or raising of dogs, other animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or Common Elements, except that this shall not prohibit a Unit Owner to have indoor cats, indoor birds, or other indoor domestic animals as permitted by law as domestic pets, provided they are not maintained, kept, or bred for commercial purposes. Dogs are not permitted.
2. No pets shall be permitted to cause a nuisance or an unreasonable disturbance to occupants of the Condominium. If any pet causes such nuisance or disturbance to any other occupant, the Unit Owner will receive written notice from the Board with the expectation that reasonable actions be taken to curtail or end the disturbance. Failure to comply may result in a fine assessed against the offending Unit Owner by the Board.
3. All pets shall be kept on leash at all times when outside a Unit. No pet shall be left unattended (even if leashed) in any Common Area.
4. No pets shall be permitted to interfere with the rights, comfort, or convenience of other residents.
5. Unit Owners shall be responsible for cleaning up after their pets in all Common Areas and preventing destruction of the Condominium's landscaping. Failure to comply with this provision may result in a fine assessed against the offending Unit Owner by the Board. Additionally, Unit Owners are responsible for all damage caused by their pets to Common Areas and to the property of others.
6. Pets must be vaccinated and kept in accordance with all local and state health department laws and regulations.

G. Architectural Control

1. No one may alter the appearance or structure of any Limited Common Element or Common Area without the Board's approval.
2. No one may perform any work or make any alteration to a Unit, Limited Common Element, or Common Area that jeopardizes the soundness or safety of the Condominium, reduces property values, impairs any easement or license, or increases the Association's insurance costs.

3. No structural changes or alterations shall be made to any Unit, Limited Common Area, or Common Area without prior written consent of the Board and any mortgagee holding a mortgage on said Unit. All such structural changes shall be submitted in writing to the Board for their review and approval. Requests must include (1) a written description of the proposed changes and/or a drawing or diagram; (2) the name, license number, and certificate of insurance of any contractor(s) that will perform the work; and (3) a proposed schedule for the work. The Board shall review and respond to such requests within 60 days after all required information has been submitted. Once written approval has been received from the Board and changes have been made, the Unit Owner must contact the Board so that a final inspection may be made and signed off by the Board.
4. In making decisions regarding Unit Owner requests, the Board shall consider the aesthetic impact of the change, any impact on property values, and any impact on the health and safety of residents.
5. No Unit Owner or occupant shall install any wiring, television antenna, satellite dish, machines, air-conditioning units, or other equipment whatsoever on or to the decks or the exterior of the building or protruding through the walls, windows, or roof thereof.
 - i. Except for the above mentioned, security-related equipment may be installed after submitting a request to and receiving written approval from the Board.
 - ii. Any security-related equipment approved by the Board shall be used solely for the purposes of personal home safety and shall not be used in any manner that would infringe upon the privacy or rights of fellow residents, occupants, or their guests.
 - iii. If security-related equipment is determined to have been used in a manner that violates Section D (*Conduct*) or otherwise violates the personal privacy and rights of residents, occupants, or their guests, the Board reserves the right to have the equipment removed and pursue legal action as outlined in Section J (*Violations*).
6. No Unit Owner shall make any additions or alterations to any Common Area except in accordance with the plans and specifications approved by the "Board."
7. No building or part thereof shall be located outside of the building envelope which is the area of a Unit as designated on the recorded Condominium Plat that encompasses the permissible area where a Unit and the related Limited Common Area are located.
8. The Board's approval of any project does not preclude subsequent adoption of more restrictive or more liberal standards where deemed necessary to maintain or improve overall architectural standards and harmony. No amendment shall affect any project approved prior to adoption of such amendment.

H. Financial Responsibility

1. Every owner is responsible for prompt payment of monthly dues, special assessments, fines, or other charges authorized by the Association.
2. Electronic payment via the online payment platform through the current Property Management company is highly encouraged. Non-electronic payments will include an additional cost per transaction as determined by the Board. Contact the Board and/or Property Manager with any questions related to payments and the online payment platform.
3. Monthly Condominium fees shall be due on the 1st day of each month. Owners whose monthly fees are received after the 5th day of the month in which they are due shall be assessed a late fee of \$10.00.
 - i. In accordance with the Association By-Laws, if after the 20th day of the month payment has not been received, the Unit Owner will receive a First Warning Letter via email and a copy will be placed in the Unit Owner's mailbox. The overdue amount shall now accrue interest at a rate of 12%, compounded monthly, starting on the due date and ending when the amount is paid in full.
 - ii. If payment has not been received within 10 days after the First Warning Letter was issued, the Association shall send a Final Warning Letter. After which point, the Association will file a lien against the Unit Owner with the Dane County Circuit Court and/or pursue other legal action. The Unit Owner will be responsible for any fees or costs (including attorneys' fees) the Association incurs as a result of its efforts to collect the outstanding payment. Additionally, the Unit Owner's voting rights within the Condo Association will be suspended.
4. If the Association incurs any costs or expenses as a result of the acts or omissions of a Unit Owner or any of their guests, contractors, agents, or lessees, the Unit Owner shall be liable for such expenses.
5. The Association reserves the right to send to an outside collection attorney any Unit Owner that is three (3) month's delinquent in monthly dues including any legal fees, court costs and collection fees all being due from the Unit Owner.

I. Grilling

1. There shall be no grilling or use of open-flame cooking devices of any kind (charcoal, wood, LP, etc.) allowed within ten (10) feet of combustible construction in accordance with the National Fire Code/2003, as adopted by the City of Madison Fire Department. This means no grilling or open-flame cooking is allowed on decks, on front porches, or in garages within the Condominium.

J. Violations

1. Residents should report any violations of these Rules to the Board and/or the Property Manager noting the time, date, and any relevant details, including if the violation was reported to law enforcement or other relevant government agency.
2. The Board shall determine if the reported incident violates these Rules in any way.
3. The Board and/or Property Manager shall promptly issue a written Warning of Violation Letter of any violation of these Rules to the offending Unit Owner or resident via email to their last known email address. This letter will include:
 - i. the nature of the violation; and
 - ii. the action(s) required to address the violation.
4. If the violation continues or recurs beyond seven (7) days of the Warning of Violation Letter, a written Notice of Violation Letter shall be sent via email to the offending Unit Owner or resident. This letter will include:
 - i. the nature of the violation;
 - ii. the action(s) required to remove the violation; and
 - iii. notification of a grace period of five (5) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period or the action(s) required to remove the violation are not satisfactorily completed, the Board may assess a fine in an amount commensurate with the violation following the schedule established in Section K (*Fines*).
5. If a violation is repeated within six (6) months of either the Warning of Violation Letter or the Notice of Violation Letter, a fine may be imposed without a preceding Warning of Violation Letter and/or a grace period within the subsequent Notice of Violation Letter.
6. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the Unit Owner. If the bill is not paid by the Unit Owner, a higher fine may be imposed.
7. The Unit Owner is ultimately responsible for all fines and the removal of all violations committed by the occupants of their Unit, family members, tenants, contractors, guests, and other agents.
8. If any Unit Owner fails to comply with these Rules, or with any decision rendered under these Rules, the Unit Owner may be sued for damages or injunctive relief, or both, by the Board.
9. If a fine remains unpaid, a lien may be placed against the Unit in question. This means that the Unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board may foreclose on a lien if it is deemed necessary.

K. Fines

1. Notwithstanding any fine, levy, or penalty enforced by law enforcement or another government agency, the Board may impose fines pursuant to these Rules.
2. Following the Notice of Violation Letter, the following is a schedule of the fines that may be imposed for non-compliance with these Rules:
 - i. Fifty dollars (\$50.00) may be assessed against a Unit Owner for a second violation of these Rules or for the violation that remains after the grace period of the Notice of Violation Letter has expired.
 - ii. One hundred dollars (\$100.00) may be assessed against a Unit Owner for each successive violation.
 - iii. Notwithstanding paragraphs (i-ii) immediately above, five hundred dollars (\$500.00) may be assessed for each violation when at the sole discretion of the Board the violation meets one or more of the following criteria:
 1. The violation is in direct defiance of a previous mandate from the Board.
 2. The violation was malicious in its intent.
 3. The violation is evidence of a pattern of the Unit Owner's non-compliance with these Rules.
 4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined (e.g., if alterations are made that cannot be restored to their original state).

L. Amending These Rules

1. The Board reserves the right to amend these rules and/or create new rules as deemed necessary for the safety, care, and cleanliness of the premises and for securing the comfort and convenience of all Unit Owners.
2. Any amendments or new rules made by the Board shall take effect ten (10) days after copies are emailed to all Unit Owners.

M. Non-Discrimination

1. Neither the Board nor the Property Manager shall discriminate against any person based on their race, color, ancestry, national origin, creed, sex, gender identity, gender expression, age, marital status, familial status, veteran status, or source of income.

Approved by the Board of Directors at the meeting on April 12, 2023.

Alexander Seymour, President; Elizabeth Dahl, Vice President; Barb Sheeran Hill, Treasurer; Stuart Merritt, Secretary; Marek Rogal, Director; Rick Griesbach, Director