

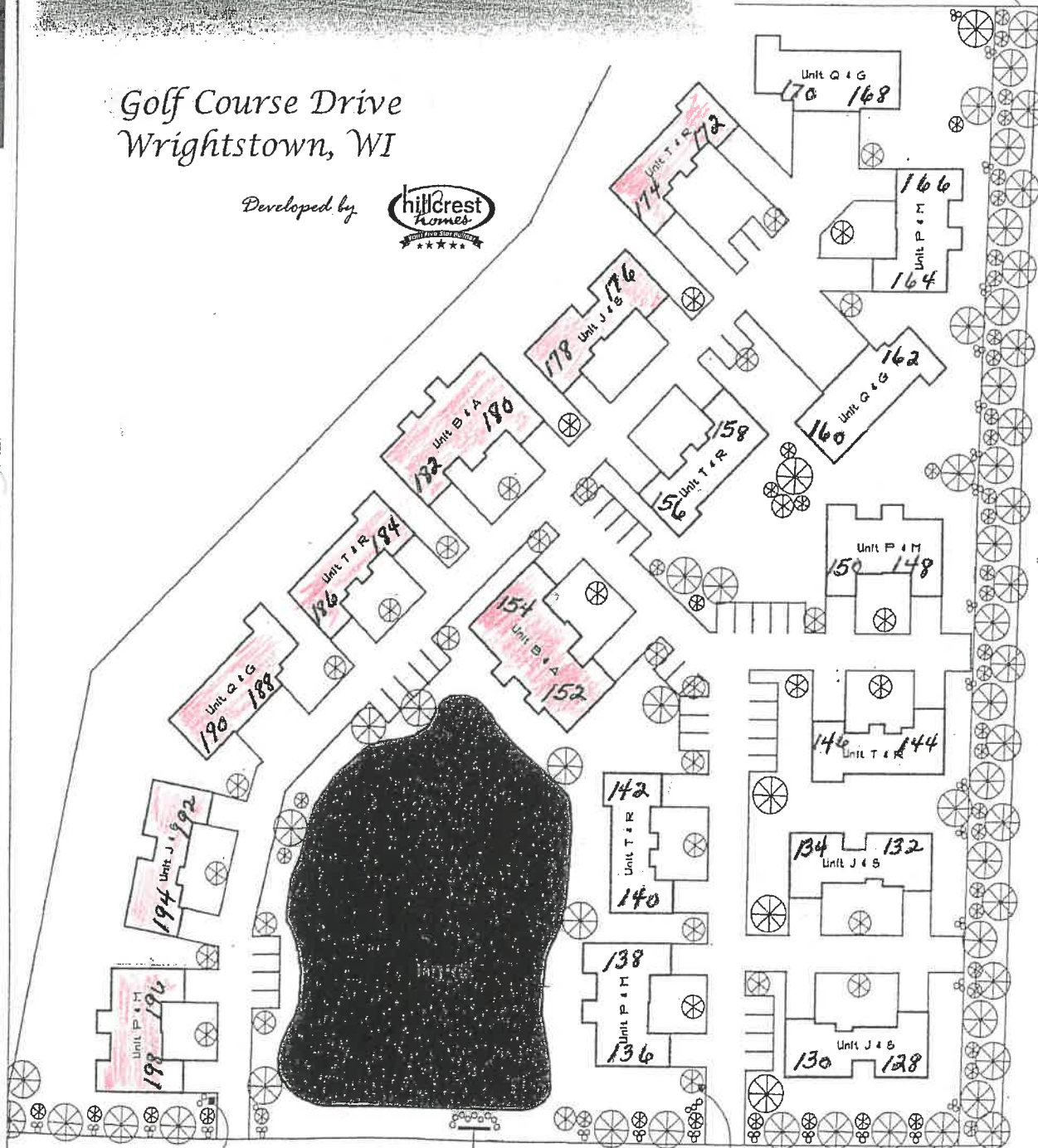
# Killarney Harbor Condominiums

Golf Course Drive  
Wrightstown, WI

Developed by



30' Wide  
Burm with  
Trees



Central  
Mailbox

Killarney Harbor Condominiums

Central  
Mailbox

Golf Course Dr.

Identification Sign

Hillcrest Homes Sales Office—(920) 532-6380/Fax (920) 532-6383—Royal St Patrick's Development

AS OF

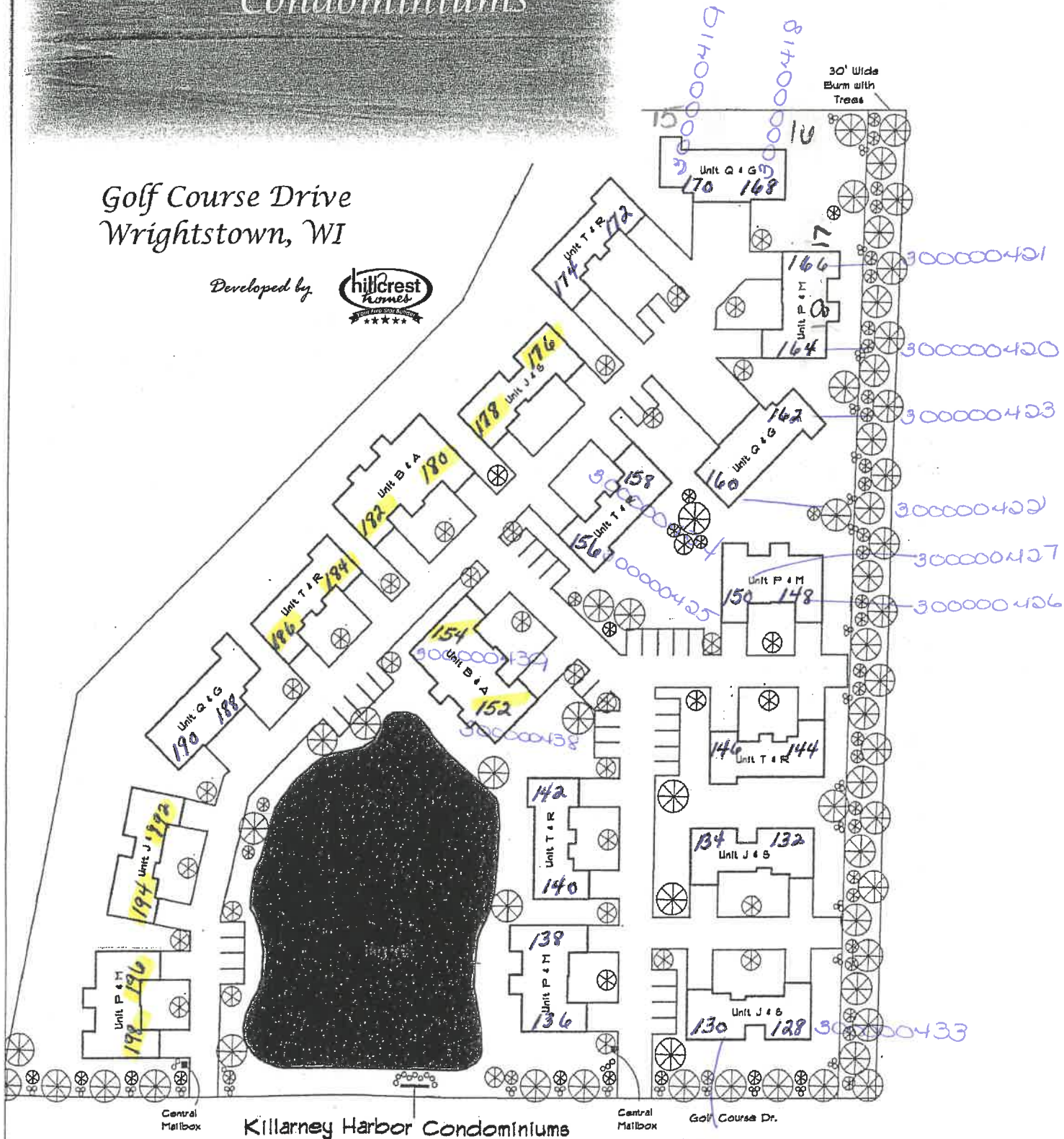
7/19/06



# Killarney Harbor Condominiums

Golf Course Drive  
Wrightstown, WI

Developed by



Hillcrest Homes Sales Office—(920) 532-6380/Fax (920) 532-6383—Royal St Patrick's Development



**VILLAGE OF WRIGHTSTOWN**

**529 MAIN STREET P O BOX 227**

**WRIGHTSTOWN, WI 54180**

**920-532-5567 920-532-4564 (Fax)**

**Email: clerk1@vil.wrightstown.wi.us**

**Web site: www.vil.wrightstown.wi.us**

**FACSIMILE COVER SHEET - -**

**TO: Mike Bergner Kaukauna Utilities 462-0034 fax**

**FROM: Jean A Brandt Clerk/Treasurer**

**DATE: August 30, 2004**

**NUMBER OF PAGES: 3 (Including cover page)**

**RE: Royal St Patrick's Development  
Condo Addresses  
Lot #3 on Certified Survey Map**

**For your information. Call with any questions.**

**HAVE A GREAT DAY !!!!!**







TRANSMISSION VERIFICATION REPORT

TIME : 08/31/2004 07:43  
NAME : VILLAGE WRIGHTSTOWN  
FAX : 9205324564  
TEL : 9205325567

DATE, TIME	08/31 07:41
FAX NO./NAME	94620034
DURATION	00:01:24
PAGE(S)	03
RESULT	OK
MODE	STANDARD
	ECM

**VILLAGE OF WRIGHTSTOWN**

529 MAIN STREET P O BOX 227  
WRIGHTSTOWN, WI 54180  
920-532-5567 920-532-4564 (Fax)  
Email: [clerk1@vil.wrightstown.wi.us](mailto:clerk1@vil.wrightstown.wi.us)  
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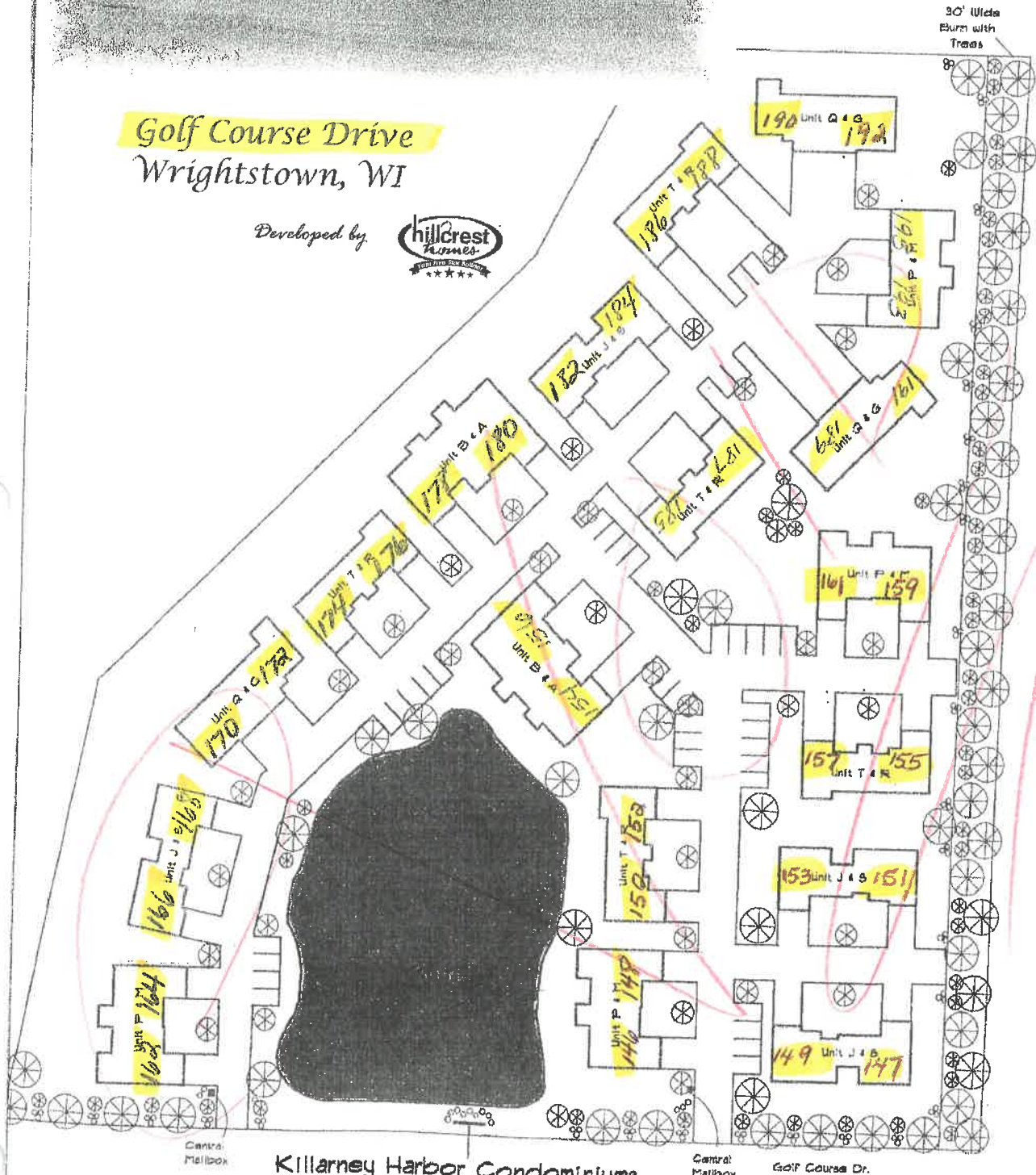
Hillcrest Homes Sales Office—(920) 532-6380/Fax (920) 532-6383—Royal St Patrick's Development



# Killarney Harbor Condominiums

Golf Course Drive  
Wrightstown, WI

Developed by





Janice Flenz, Register of Deeds

# CERTIFIED SURVEY MAP

East 1/4 Corner  
Section 33, T22N-R19E  
Outagamie County Monument  
Pk Nail Found

Part of Outlot 6, of the recorded plat of "Royal St. Patrick", recorded in Cabinet "I",  
Pg. 3, Document No. 1480965, Outagamie County Records, located in  
the Southeast 1/4-Southeast 1/4, Section 33, T22N-R19E,  
Village of Wrightstown, Outagamie County, Wisconsin

## SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Registered Land Surveyor, do hereby  
certify that I have surveyed, divided and mapped Part of  
Outlot 6, of the recorded plat of "Royal St. Patrick",  
recorded in Cabinet "I", Pg. 3, Document No. 1480965,  
Outagamie County Records, located in The Southeast  
1/4-Southeast 1/4, Section 33, T22N-R19E, Village of  
Wrightstown, Outagamie County, Wisconsin, more fully  
described on sheet 2:

That such plat is a correct representation of all the  
exterior boundaries of the land survey and the division  
thereof. That I have made such a survey, land division  
and plat by the direction of the owners listed hereon.  
That I have fully complied with the provisions of Chapter  
236, section 236.34 of the Wisconsin Statutes, and the  
Village of Wrightstown, in surveying, dividing and mapping  
the same.

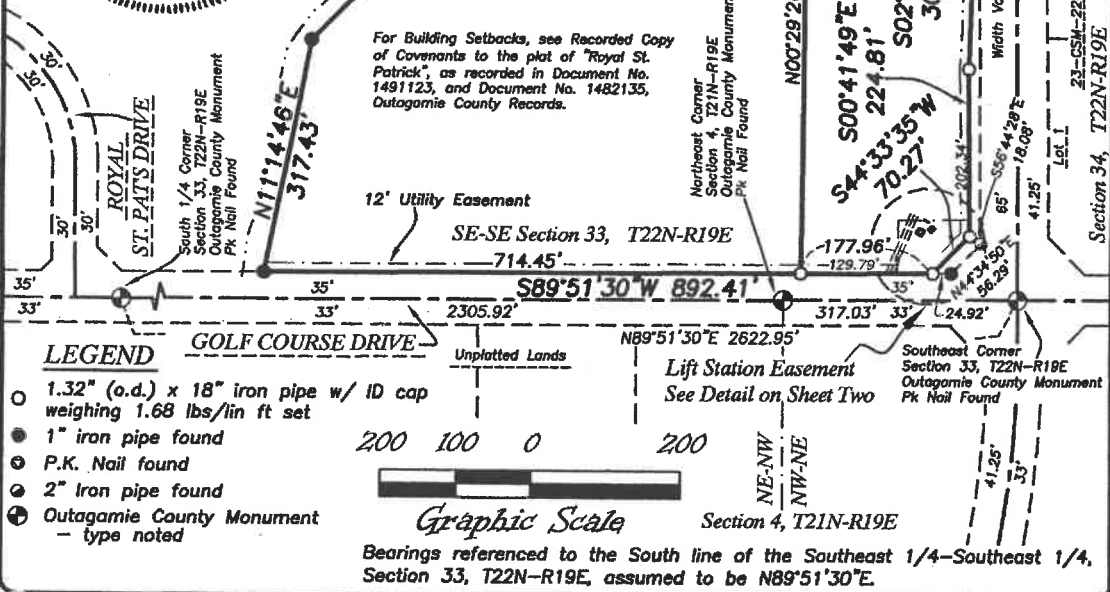
Steven M. Bieda S-2275

January 7, 2004

Revised January 16, 2004 (Lot line change)

Revised January 30, 2004 (Changed to 3 Lot CSM)

Revised March 4, 2004



## LEGEND

- 1.32" (o.d.) x 18" iron pipe w/ ID cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- P.K. Nail found
- 2" iron pipe found
- Outagamie County Monument - type noted

200 100 0 200

Graphic Scale

Section 4, T21N-R19E

Bearings referenced to the South line of the Southeast 1/4-Southeast 1/4, Section 33, T22N-R19E, assumed to be N89°51'30"E.

At: Harry Macco  
Date Drafted: January 7, 2004  
AutoCAD No.: M-28098outlot6.dwg  
Drafted By: CAK

Scale: 1"=200'

Tax Parcel Number  
XXXX

**Mau & Associates**  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Fax: 920-434-9672

Sheet One of Three

Project No.: M-28098

Drawing No.: L-6190



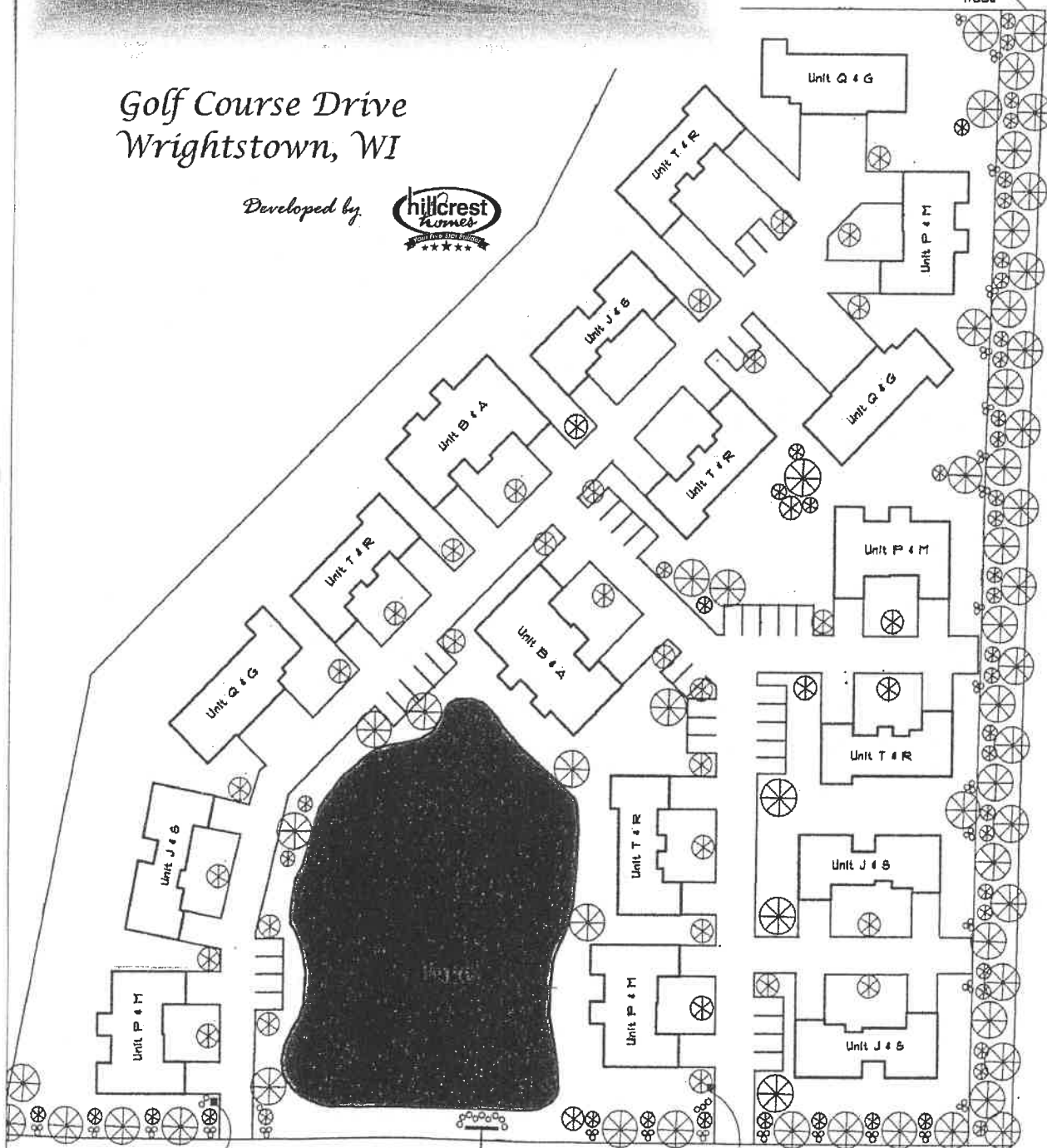
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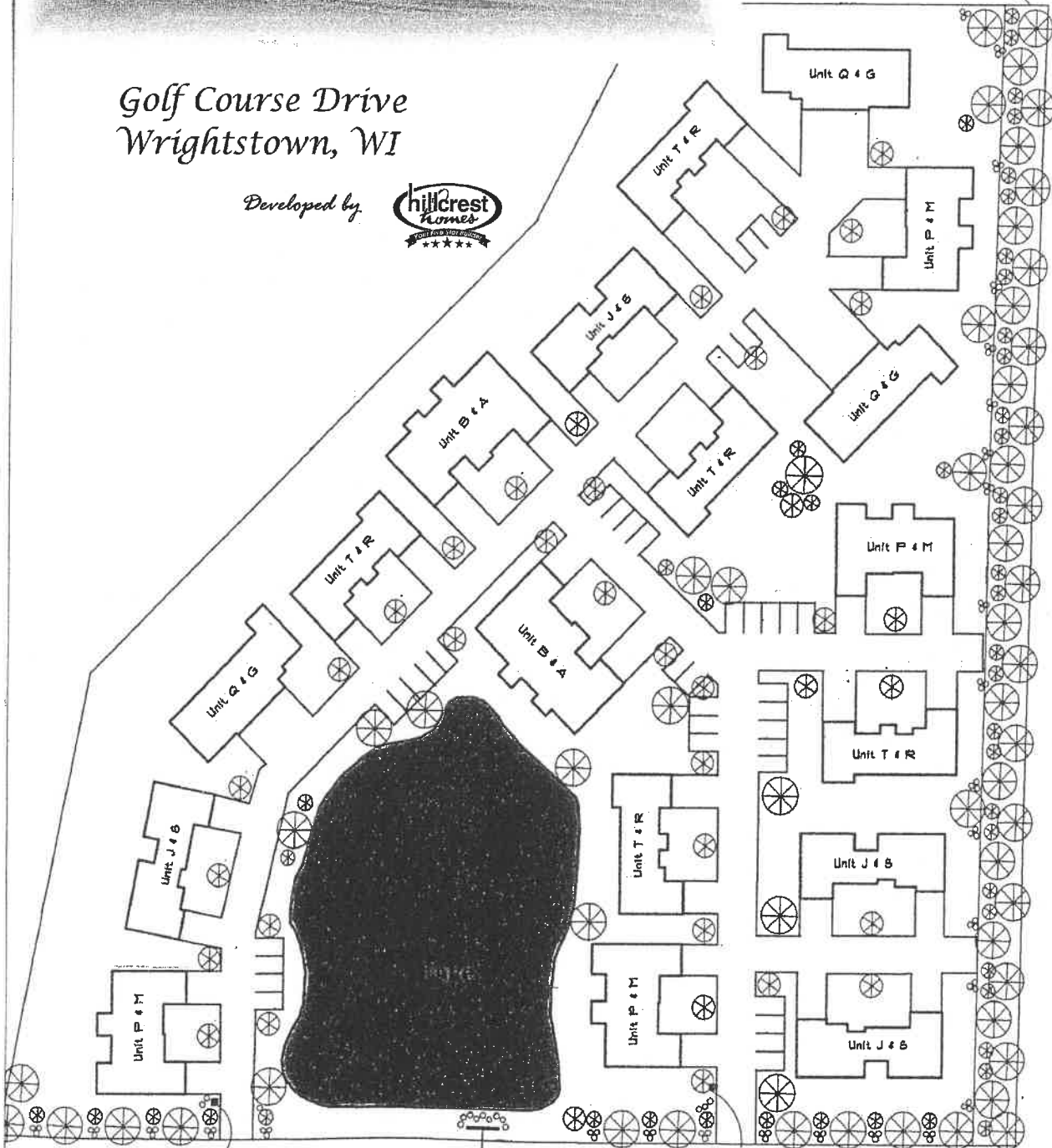
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Golf Course Dr.

Identification Sign

Hillcrest Homes Sales Office—(920) 532-6380/Fax (920) 532-6383—Royal St Patrick's Development



December 30, 2016



Ms Lee Griffin  
190 Golf Course Drive  
Wrightstown WI 54160

Re: Future construction of Killarney Condo units

Dear Ms Griffin:

We have reviewed your e-mail correspondence with Dan Doro in our offices regarding our request to construct some single units as well as duplex units to complete the association in a manner that visually blends with the existing units. If the 2008 economic housing crash could have been predicted, the change in market demand or the damage caused by the sub-prime mortgage crash to the condominium market, as a developer we would have provided an option for one and two unit buildings before we recorded the declaration. Unfortunately no one is able to guarantee future events.

We feel that as a developer who takes pride in the number of condominium associations we have built, Dan Doro presented a reasonable way to achieve the completion of the project while maintaining the same esthetics and values previously established.

But upon reviewing the laundry list of demands you have presented, we are withdrawing our request. Also, we would rather not request that the 20 unbuilt units be removed from the condo association and replatted as a single family subdivision, so we have decided to start completing the units as duplex units for sale.

In order to obtain from reluctant lenders the funds to build condominium specs for sale, we will now be considering construction of duplex units in a lower price range; while still meeting the minimum requirements per Section 2.04 of the condo declaration; and we will be exercising, if necessary our right as developer under 5.10 and 12.01 the leasing of any or all of the units until sold.

We do want to assure the association that while units are under construction, all construction vehicles will be directed to use a temporary driveway on the easterly part of the property; and hopefully any inconvenience will be held to a minimum. Once units receive an occupancy permit, we will notify the association's treasurer in order to establish payment of condominium maintenance fees for association services.

We hope you can understand that we cannot continue bearing the holding costs on a project without the ability to complete the remaining units in an economically feasible manner while still fulfilling the original vision.

Sincerely,

A handwritten signature in black ink, appearing to read 'V. Trofka', is written over a horizontal line.

Veronica A. Trofka  
Vice-President  
Hillcrest Lumber, Inc.  
VAT:ms  
cc: Association Owners  
Enclosure: Email

Telephone : (920) 337-2450 • Fax #: (920) 337-2459  
2986 County Road PP • De Pere, WI 54115-9645



## DISCLOSURE MATERIALS

**Killarney Harbor Condominiums**, a Condominium located on Lot One (3), Volume 27  
Certified Survey Maps, Page 4882, Map No. 4772, said Map being part of Outlot 6 of the recorded  
Plat of Royal St Patrick, in the Village of Wrightstown, Outagamie County, Wisconsin.

Declarant: *Hillcrest Lumber, Inc.*  
*2986 County Road PP*  
*De Pere, WI 54115-9645*

Declarant's Agent: *Veronica A. Trofska*  
*Vice-President - Hillcrest Lumber, Inc.*  
*2986 County Road PP*  
*De Pere, WI 54115-9645*

### IMPORTANT NOTICE:

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

\*\*\*\*\*  
I, (We), the undersigned have received the following documents: The First Amendment & Restatement of Declaration of a Condominium **Killarney Harbor Condominiums**, (includes the floor plans & maps); The Articles of Incorporation of Killarney Harbor, the By-Laws of Killarney Harbor Condominium Association, Inc.; Executive Summary of Killarney Harbor Condominiums & Statutory Reserve Account Statement; Annual Operating Budget of Killarney Harbor, and floor plans and maps. There are no leases or management or employment contracts.

Dated \_\_\_\_\_



## Index of Disclosure Materials

*Disclosure materials the seller is required by law to provide to each prospective condominium purchaser contains the following documents & exhibits;*

1. **Executive Summary:** Directly follows this page per Wis. Stats 703.33(1m) begins on page *iii*.
2. **Statutory Reserve Account Statement:** begins on page *vi*
3. **Declaration of Condominium:** The Declaration establishes and describes the Condominium, the units and the common elements. The Declaration begins on page 1.
4. **Bylaws of Condominium:** The Bylaws contain certain rules which govern the condominium and affect the rights and responsibilities of unit owners. The Bylaws begin on page 40.
5. **Articles of Incorporation:** The operation of a condominium is governed by the Association of which each unit owner is a member. The Articles of Incorporation begin on page 36.
6. **Management or employment contracts:** Certain services may be provided to the condominium through contracts with individuals or private firms. There are no such management or employment contracts as of 6-1-06.
7. **Projected Annual Operating Budget:** The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The projected operating budget is an estimate of those charges which are in addition to mortgage and utility and property insurance payments. The Current Projected Annual Operating Budget begins on page 52.
8. **Leases:** Units in this Condominium may be sold subject to one or more leases of property or facilities which are not part of the Condominium. There are no such leases as of 6-1-06.
9. **Expansion plans:** The Declarant had reserved the right to expand the Condominium in the future. A description of the plans for expansion and its effect on Unit Owners is set forth in Article VIII of the Declaration of Condominium which begins on Page 18. **Article 8.03 declares this condominium shall be subject to no further expansion.**
10. **Floor plans and maps:** The Seller has provided a floor plan of the Units being offered for sale and a map of the condominium which shows the location of the units and all facilities and common areas which are part of the Condominium. See **Exhibits A and B** of the Declaration of Condominium, **Pages 24 through 35.**



STATUTORY RESERVE  
ACCOUNT STATEMENT

Document Number

Re: Killarney Harbor Condominium Association, Inc.  
Condominium, being a condominium created under the Condominium  
Ownership Act of the STATE OF WISCONSIN by a "Declaration of  
Condominium for Killarney Harbor Condominiums

Condominium", dated the 29 day  
of October, 2004 and recorded the 12 day of  
November, 2004 in the Office of the Register of Deeds  
for Outagamie County, Wisconsin, in  
(Rec'd/Vol.) of Records, at (Images) (Pages) -  
through, as Document No. 1639469\*

and by a Condominium Plat (hereinafter "Condominium"), amended in  
Cabinet "J" Plats, Page 98 as Doc. No. 1693663.  
The Condominium (shall) (shall not) have a Statutory Reserve Account, as  
described in Wis. Stat. § 703.163, effective April 27, 2006

This determination is made by the (Declarant) (Association)  
with the written consent of a majority of the Unit Owners.

If the Condominium will not have a Statutory Reserve Account, it is  
anticipated that future expenditures for the repair and replacement of the  
common elements will be funded by: special assessments  
estimated in advance and presented at the  
owner's meetings for approval.

Recording Area

Name and Return Address

Hillcrest Lumber, Inc.  
ATTN: Veronica Trofka  
2986 County Road PP  
De Pere WI 54115-9645

Parcel Identification Number (PDN)

\*First Amendment and Restatement of Declaration of Condominium Killarney Harbor  
Condominiums, a condominium, recorded December 27, 2005 as Doc. No. 1693664,  
Dated this 27 day of April 2006  
Outagamie County Registry.

\* Harry Macco  
Title: President - Hillcrest Lumber, Inc.  
DECLARANT

AUTHENTICATION

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

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

THIS INSTRUMENT WAS DRAFTED BY

Veronica A. Trofka  
Hillcrest Lumber, Inc. (Declarant)

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

\* Veronica A. Trofka  
Title: Secretary - Hillcrest Lumber, Inc.  
DECLARANT

ACKNOWLEDGMENT

STATE OF WISCONSIN, )  
Brown ) ss.

Personally came before me this 27th day of  
April 2006, the above named  
Harry Macco, President & Veronica A.  
Trofka, Secretary of Hillcrest Lumber,  
Inc., (DECLARANT)

to me known to be the person S who executed  
the foregoing instrument and acknowledged the same.

\* P B L HOLT

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date:  
4-1-07)

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



FIRST AMENDMENT & RESTATEMENT  
OF CONDOMINIUM DECLARATION

1693664

Document Number

Document Title

Recorded  
DEC. 27, 2005 AT 03:59PM

OUTAGAMIE COUNTY

JANICE FLENZ

REGISTER OF DEEDS

Fee Amount: \$81.00



Recording Area

Name and Return Address

Veronica Trofka  
Hillcrest Lumber, Inc.  
2986 County Road PP  
DE PERE WI 54115-9645

81.00

(36)

Parcel Identification Number (PIN)

"This page is part of this legal document DO NOT REMOVE "

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.  
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99



# First Amendment and Restatement of Declaration of Condominium KILLARNEY HARBOR CONDOMINIUMS a Condominium

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**First Amendment to and Restatement of  
DECLARATION OF CONDOMINIUM**

**Killarney Harbor Condominiums**  
*a Condominium - Wrightstown, Wisconsin*

The Undersigned Developer and Declarant of Killarney Harbor Condominiums, a Condominium (the "Condominium"), Village of Wrightstown, Outagamie County, Wisconsin does hereby amend and restate the Declaration of Condominium, Killarney Harbor Condominiums, a Condominium, dated October 29, 2004, recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin as Document Number 1639469, (the "Declaration"), pursuant to the authorization and reservation of rights set forth in the Declaration for expansion of the Condominium, and for the purpose of expanding the Condominium as to Phases 3 through and including 18 of the condominium.

**THIS DECLARATION** is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Section 703.01 through 703.38 of the Wisconsin Statutes, **this 29 day of October, 2004 and amended and restated this 23, day of December, 2005**, by Hillcrest Lumber, Inc. a Wisconsin Corporation with its offices located at 2986 County Road PP, De Pere, Wisconsin, 54115-9645, hereinafter referred to as "Declarant."

**WITNESSETH:**

**WHEREAS**, the Declarant is the sole fee simple owner of certain real estate property described below and **WHEREAS**, the purpose of this Declaration is to submit the real estate property hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership, in the manner provided by the act and by this Declaration, and the Declarant does desire to dedicate such property to the Condominium Ownership Act of the State of Wisconsin, **WHEREAS**, the Declarant designates Hillcrest Lumber, Inc., a Wisconsin Corporation, located at 2986 County Road PP, De Pere, Wisconsin, as Developer of such property, with any and all such rights as Developer as set forth in this Declaration.

**WHEREAS**, the Declarant has caused a Condominium Plat to be prepared and recorded in ~~Volume Cabinet~~ "I" of Plats, Page 196 as Document No. 1639468 and as amended in Cabinet J of Plats, Page 98 as



Document No. 1693663 ("Plat") in the Register of Deeds Office in and for Outagamie County, Wisconsin and incorporated herein by reference. Said Plat describes the buildings and other improvements constructed upon the land,

**NOW, THEREFORE**, the Declarant hereby declares that all of the land and property described following this paragraph is hereby submitted to the Condominium Ownership Act of the State of Wisconsin and shall be held, sold and conveyed subject to the following Easements, Restrictions, Covenants and Conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assignees and shall inure to the benefit of each owner thereof.

**Lot Three (3) , Volume 27 Certified Survey Maps, Page 4772, Document No. 1603044 (Map No. 4772), said Map being part of Outlot 6 of the recorded Plat of Royal St Patricks, in the Village of Wrightstown, Outagamie County, Wisconsin. The aforesaid real estate and all buildings and improvements thereon shall be known as Killarney Harbor Condominiums. The address of the condominium is and shall be:**

128 Golf Course Drive, Wrightstown, WI 54180  
130 Golf Course Drive, Wrightstown, WI 54180

132 Golf Course Drive, Wrightstown, WI 54180  
134 Golf Course Drive, Wrightstown, WI 54180

136 Golf Course Drive, Wrightstown, WI 54180  
138 Golf Course Drive, Wrightstown, WI 54180

140 Golf Course Drive, Wrightstown, WI 54180  
142 Golf Course Drive, Wrightstown, WI 54180

144 Golf Course Drive, Wrightstown, WI 54180  
147 Golf Course Drive, Wrightstown, WI 54180

149 Golf Course Drive, Wrightstown, WI 54180  
150 Golf Course Drive, Wrightstown, WI 54180



152 Golf Course Drive, Wrightstown, WI 54180  
154 Golf Course Drive, Wrightstown, WI 54180  
  
157 Golf Course Drive, Wrightstown, WI 54180  
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178 Golf Course Drive, Wrightstown, WI 54180  
  
180 Golf Course Drive, Wrightstown, WI 54180  
182 Golf Course Drive, Wrightstown, WI 54180  
  
184 Golf Course Drive, Wrightstown, WI 54180  
186 Golf Course Drive, Wrightstown, WI 54180  
  
188 Golf Course Drive, Wrightstown, WI 54180  
190 Golf Course Drive, Wrightstown, WI 54180  
  
192 Golf Course Drive, Wrightstown, WI 54180  
194 Golf Course Drive, Wrightstown, WI 54180  
  
196 Golf Course Drive, Wrightstown, WI 54180 and  
198 Golf Course Drive, Wrightstown, WI 54180



## ARTICLE I: DEFINITIONS

1.01 **"Association"** shall mean and refer to **KILLARNEY HARBOR CONDOMINIUM ASSOCIATION, INC.** a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

1.02 **"Killarney Harbor"** shall mean the buildings constructed on the land and in which the units shall be located.

1.03 **"Condominium"** shall mean the land and all property governed by this Declaration, or the entire entity, including all property, and the Association of Unit Owners, controlled by this Declaration, as the context requires.

1.04 **"Developer"** shall mean and refer to Hillcrest Lumber, Inc., a corporation and its successors and assigns.

1.05 **"Common Elements"** shall mean the land described above and all improvements including Killarney Harbor buildings and facilities thereof situated on the land, except the units proper and except such other common elements as are designated limited common elements elsewhere on this Declaration. The common property includes without being limited thereto all property defined as such in Section 703.02 (2) of the Wisconsin Statutes, the land, private roads, paths, landscaping and plantings, sidewalks, outside lighting systems and meter therefor, walls, the lighting system and fixtures of the common areas, gutters and downspouts, and all personalty acquired by the Association for its management functions.

All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, piping, facilities or system for purposes of utility, to or for a unit or limited common element (as distinguished from the actual machine or piece of equipment to which they are connected) are general common elements notwithstanding the same are located in part within a unit or limited common element as herein defined so long as the same is connected to any other such wiring, line and the like.

1.06 **"Limited Common Elements"** shall include such common property which is limited in usage to the exclusive use of one or more, but less than all of the unit owners. The property which is specified and determined to constitute a limited common element for the use of a unit includes, but is not limited to the following: The patio(s) or balcony(s) adjoining a unit, the interior face of unit walls, doors and windows, including any sliding glass door or window set in the wall of a unit, and certain parking spaces as set forth in Paragraph 3.01.

1.07 **"Land"** shall mean and refer to the real property described above.

1.08 **"Mortgage"** shall mean any Mortgage or other security instrument by which a unit is encumbered.



1.09 **"Mortgagee"** shall mean any person, corporation or association named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

1.10 **"Unit or Units"** is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of perimeter walls, floors, ceilings, inner and outer glass surfaces of windows, window frames, doors and door frames of the building, as said boundaries are shown on the building and floor plans attached hereto as Exhibits "A", and "B", together with all fixtures and improvements therein contained.

1.11 **"Unit Owner, Owner or Owners"** means the person, whether one or more, or the entity, who owns a unit and an undivided interest in the common areas and facilities appurtenant to such unit in the percentage specified and established in this Declaration.

1.12 **"Property"** shall mean improvements only without the underlying land.

## ARTICLE II: DESCRIPTION AND IDENTIFICATION OF THE UNITS.

### 2.01 Description and Usage of Units:

A. **Description of Unit Subject to this Declaration.** The condominium shall consist of Eighteen (18) buildings. Each building has two (2) units located on the land as shown on the recorded Condominium Plat incorporated herein by reference. Each unit includes its own garage as shown in floor plans contained on the recorded Condominium Plat and incorporated herein by reference.

B. **Purpose of usage.** Each and every unit shall be used for Residential purposes only. All Buildings and units contained therein are intended for and restricted exclusively to the residential use as governed by the terms and conditions contained therein and the Bylaws of the Association.

2.02 **Identification of Unit and Parking Area.** Each unit shall be specifically designated by unit number 1 through 36. The Units are designated by Identifying numbers and their location, approximate area, number of rooms, limited common elements to which the units have access and further details, identifying and outlining the units are as set forth in the condominium plat and described and explained hereunder.



Unit	Proposed Address:	
1	198	Golf Course Drive
2	196	Golf Course Drive
3	194	Golf Course Drive
4	192	Golf Course Drive
5	190	Golf Course Drive
6	188	Golf Course Drive
7	186	Golf Course Drive
8	184	Golf Course Drive
9	182	Golf Course Drive
10	180	Golf Course Drive
11	178	Golf Course Drive
12	176	Golf Course Drive
13	174	Golf Course Drive
14	172	Golf Course Drive
15	170	Golf Course Drive
16	168	Golf Course Drive
17	166	Golf Course Drive
18	164	Golf Course Drive



Unit	Proposed Address:	
19	162	Golf Course Drive
20	160	Golf Course Drive
21	158	Golf Course Drive
22	156	Golf Course Drive
23	150	Golf Course Drive
24	148	Golf Course Drive
25	144	Golf Course Drive
26	146	Golf Course Drive
27	134	Golf Course Drive
28	132	Golf Course Drive
29	128	Golf Course Drive
30	130	Golf Course Drive
31	136	Golf Course Drive
32	138	Golf Course Drive
33	140	Golf Course Drive
34	142	Golf Course Drive
35	152	Golf Course Drive
36	154	Golf Course Drive

Such number need not be the same as the street designation thereof.

Such number shall be part of the legal description of the unit. Parking is available in front of each garage.



2.03 Make up of Units. Units 1 through 36 have the following approximate areas, rooms, and features according to the following:

<u>Unit</u>	<u>Address:</u>	<u>style</u>	<u>Sq Ft</u>	<u>No Rooms</u>	<u>baths</u>	<u>fireplace</u>	<u>basement</u>	
1	198	Golf Course Dr	1 story	1587	7	2	yes	no
2	196	Golf Course Dr	1 story	1707	7	2	yes	no
3	194	Golf Course Dr	1 story	1581	6	2.5	yes	no
4	192	Golf Course Dr	1 story	1558	6	2.5	yes	no
5	190	Golf Course Dr	1 story	1446	6	2	yes	no
6	188	Golf Course Dr	1 story	1391	7	2.5	yes	no
7	186	Golf Course Dr	1-story	1715	7	2.5	yes	no
8	184	Golf Course Dr	1-story	1888	6	2.5	yes	no
9	182	Golf Course Dr	1 story	1565	7	2	yes	no
10	180	Golf Course Dr	1 story	1686	7	2	yes	no
11	178	Golf Course Dr	2-story	1651	7	2.5	yes	no
12	176	Golf Course Dr	2-story	1751	6	2	yes	no
13	174	Golf Course Dr	2-story	1622	7	2.5	yes	no
14	172	Golf Course Dr	2-story	1573	6	2.5	yes	no
15	170	Golf Course Dr	1 story	1391	6	2	yes	no
16	168	Golf Course Dr	1 story	1446	6	2	yes	no
17	166	Golf Course Dr	1 story	1585	6	2.5	yes	no
18	164	Golf Course Dr	1-story	1479	6	2.5	yes	no
19	162	Golf Course Dr	1 story	1391	6	2	yes	no
20	160	Golf Course Dr	1 story	1446	6	2	yes	no
21	158	Golf Course Dr	2-story	1622	7	2.5	yes	no



<u>Unit</u>	<u>Address</u>		<u>Style</u>	<u>Sq Ft</u>	<u>Rooms</u>	<u>Baths</u>	<u>Fireplace</u>	<u>Basement</u>
22	156	Golf Course Dr	2-story	1573	6	2.5	yes	no
23	150	Golf Course Dr	1 story	1585	6	2.5	yes	no
24	148	Golf Course Dr	1 story	1479	6	2.5	yes	no
25	144	Golf Course Dr	2-story	1622	7	2.5	yes	no
26	146	Golf Course Dr	2-story	1573	6	2.5	yes	no
27	134	Golf Course Dr	2-story	1751	64	2	yes	no
28	132	Golf Course Dr	2-story	1651	7	2.5	yes	no
29	128	Golf Course Dr	2-story	1751	6	2	yes	no
30	130	Golf Course Dr	2-story	1651	7	2.5	yes	no
31	136	Golf Course Dr	1 story	1479	6	2.5	Yes	no
32	138	Golf Course Dr	1 story	1585	6	2.5	yes	no
33	140	Golf Course Dr	2-story	1622	7	2.5	yes	no
34	142	Golf Course Dr	2-story	1573	6	2.5	yes	no
35	152	Golf Course Dr	1 story	1458	7	2	Yes	no
36	154	Golf Course Dr	1 story	1700	7	2	Yes	no

Kitchen areas, dining areas and living areas are listed as separate rooms even though they may be a single area.

**2.04 Construction Materials.** The footings, and foundation of the building are of reinforced concrete construction; the walls of the upper floors are of frame construction, the first and second floor are of wood construction. The roof of the building is of composition materials. Exterior walls are vinyl siding and brick or other masonry.



2.05 **Equipment and Furnishings.** The Developer will provide for the unit as constructed: light fixtures, carpeting or other floor covering, furnace and air conditioning unit, kitchen cabinets and tops, vanities and tops, interior doors and hot water heater. The Developer will provide separate meters to measure the consumption of electricity, water and gas by the unit occupants.

**ARTICLE III: ASSIGNMENT OF EXCLUSIVE RIGHT TO USE PARKING SPACES, GARAGES AND OTHER PROVISIONS DESCRIBING AND GOVERNING THE USE THEREOF.**

3.01 **Use of Parking Spaces.** Each unit shall have the exclusive right to the parking space in front of the garage the number of which corresponds to the number of the unit and such spaces shall be limited common elements and the use shall be restricted to such unit owner or their guests. All other parking spaces shall be general common areas open for use by all the units and guests of Owners. No owner shall have any right to assign the right to exclusive use of a parking space apart from the conveyance of a unit.

Unit Owners shall use the parking spaces only for the parking of licensed, operative automobiles and vans, or pickup trucks capable of fitting into a normal parking space. Without limiting the generality of the foregoing, the following are specifically excluded from the parking spaces: Motorcycles, boats, trailers, campers, motorhomes, and/or junk vehicles or vehicles not intended to be operated on a current basis, business vehicles, repairing or renovation of vehicles except minor repairs (i.e. starting, tire changing, etc.) as may be needed to make a vehicle in current use operative.

3.02 **Maintenance of Parking Spaces.** The cost of maintenance of all parking spaces shall in all events be a common expense assessed to all units and owners and payable as other common expenses without any adjustment on account of the possession or non-possession of any right of exclusive use such space or spaces.

**ARTICLE IV: MAINTENANCE, ALTERATION AND IMPROVEMENT.**

4.01 **Terms.** Although the use of one shall not be deemed to exclude the applicability of another unless specifically so stated or required by the context, certain terms not susceptible to precise delineation are employed in this Article as follows:

"**Maintenance**" is used generally to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the condominium property in the same condition as when constructed and completed by the Developer,

"**Alteration**" relates to changes from such state other than maintenance;



"Improvement" as distinguished from alteration relates generally to the addition of new and different structures, elements or facilities other than those referred to in this Declaration.

**4.02 Maintenance by Association.**

X (A) All common elements and facilities, limited or general, shall be maintained by the Association as a common expense unless responsibility is otherwise imposed on the unit owner as in Paragraph 3 of this Article or otherwise.

(B) Incidental damage caused to a unit through maintenance by the Association shall be repaired by the Association as common expense.

(C) If a unit owner defaults in his responsibility of maintenance, the Association shall assume the same as a common expense and levy a special assessment against the unit collectible as other assessments.

**4.03 Maintenance by Owner.**

X (A) It shall be the responsibility of each unit owner, at his own expense to provide all maintenance of and within and including maintenance of non-load bearing partitions of the interior surfaces of the walls, ceilings, doors, windows, sliding glass doors, and floors which define the unit, and of any finished or additional surfaces, decorating, or materials, such as carpets, wall papering, counter tops, painting or staining, or other floor, wall or ceiling or other covering, of any kind. The owners will also maintain all appliances and other personalty of any kind within the unit.

X (B) The unit owner, at his expense, shall be responsible for maintenance of the garage door and garage door opener. The unit owner, at his expense, shall be responsible for maintenance of the patio (s) and/or balcony (s) adjacent to his unit more particularly as to cleaning and breakage of glass areas, all doors or windows, sliding glass doors, of all limited or general common elements or surfaces within the unit, or as to which an exclusive right of use is granted the owner, excepting any railings on any patio (s) or balcony (s) or the sliding glass door mechanism. Should a partition or other element be limited common in character for more than one unit, the maintenance shall be shared by the respective owners.

(C) The unit owner shall likewise maintain at his expense, any improvements, additions, or alterations subsequently added by him and it shall be his duty to perform said maintenance without disturbing the rights of other unit owners, and to report promptly to the Association any defects or need for repairs which are the initial responsibility of the Association or as to which the Association otherwise has authority to maintain.

**4.04 Responsibility of Owner: Insurance Proceeds.** The owner of a unit shall be responsible and liable for the expense of any maintenance rendered necessary by his act.



neglect or carelessness or that of his family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates occasioned thereby.

**4.05 Maintenance Involving More than One Unit.** If maintenance is required involving more than one unit, the Association, in order to provide centralized direction, may assume responsibility therefore and provide for the same, in whole or in part, as a common expense assessable to all owners.

**4.06 Alteration or Improvement by Unit Owner.** No unit owner shall remove any portion of or make any alteration of or improvement or addition to, within or affecting, any unit or common element without prior approval of the Board of Directors of the Association as to the design and safety thereof and as to satisfactory arrangements for insurance thereof under any master insurance policy purchased by the Association or by an insurance policy purchased by the owner and the expense of such insurance. The addition or removal of a non-permanent and non-structural partition solely within a unit or limited common area reserved for a unit and not affecting the common elements or any easements is permitted, if the insurance requirements of this paragraph are approved by the Board.

**4.07 Alteration or Improvement by the Association or All Owners.**

(A) Alteration to Buildings, Land, Common Elements or Limited Common Elements.

X There shall be no alteration of the buildings or other common elements or limited common elements, without the approval of all owners, provided, upon the question being put to a vote by referendum ballot or membership meeting as provided in the By-Laws, any such alteration may be done if 75% of the total number of votes outstanding and entitled to be cast are voted in favor thereof.

Bids shall be taken and the cost of the proposed alteration accurately estimated before such vote is conducted. The Association shall levy a special assessment against all units collectible as other assessments. An alteration pursuant to this paragraph shall not alter the percentage interest appurtenant to each unit in the common elements irrespective of whether the owner voted in favor of or against the alteration.

(B) Improvements to Buildings, Land, Common Elements or Limited Common Elements.

X There shall be no further improvement or additions to the buildings or the lands or other common elements or limited common elements without the approval of all owners, provided, upon the question being put to a vote by referendum ballot or membership meeting as provided in the By-Laws, any such improvements or additions may be done if 75% of the total number of votes outstanding and entitled to be cast are voted in favor thereof, and if the dissenting owners are relieved from the cost and their share of the cost is borne by the assenting owners.



Bids shall be taken and the cost of the proposed improvement or addition accurately estimated before such vote is conducted.) An improvement or addition pursuant to this paragraph shall not alter the percentage interest appurtenant to each unit in the common elements irrespective of whether the owner voted in favor of or against the improvements or addition.

## ARTICLE V: CONDITIONS OF AND RESTRICTIONS OF OWNERSHIP USE AND ENJOYMENT.

The Ownership, use, occupation and enjoyment of each unit and of its appurtenances and of the common elements of the condominium shall be subject to covenants, conditions, easements, or other encumbrances of record and to the provisions of the By-Laws and Articles of Incorporation of the Association and of this Declaration, all of which provisions irrespective of where set forth shall with equal status constitute such a covenant, condition, restriction, and requirement as shall be enforceable and binding as a covenant, condition, restriction, and requirement running with the land and shall be binding on and enforceable against all units and the owners thereof and their respective assigns, lessee, tenants, occupants, and successors in interest. The following particular covenants, conditions, restrictions and requirements are hereby noted and set forth:

**5.01 No Conveyance With Assessments Outstanding.** No owner of a unit shall convey, mortgage, or lease such unit unless and until all sums due the Association by way of assessment of any kind or other charge and whether evidenced by recorded liens or not are currently paid and not delinquent and in the event of delinquency the grantee, mortgagee or lessee, if notified thereof before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of any of same to the owner.

The Association shall in any event issue a written statement under signature of an officer or management contractor to such grantee, mortgagee or lessee verifying the status of all assessments or charges affecting the unit, which statement, if to the effect that there are no delinquencies or payment of delinquencies as shown thereon, shall constitute conclusive evidence of compliance with this paragraph.

★ **5.02 Building Exterior.** No unit owner may paint or in any manner decorate the exterior facade of the walls including any shutters, balcony or patio railings or add or connect equipment, structures or facilities thereto nor erect any For Sale or other sign or otherwise disturb or affect the same.

**5.03 No Hazardous or Unhealthful Use.** No unit owner shall engage in or permit any



activity or condition as would cause termination of or increase the premium for insurance carried by the Association. No unit owner shall make any use of a unit or the common elements that would encourage or permit the existence of rodents, vermin, or which would constitute a health hazard. No fire hazard or unsightly accumulation of refuse shall be permitted.

**5.04 Emergency Right to Entry.** In accordance with the right of entry reserved in Paragraph 5.09, each unit Owner shall deposit with the Association, if required by it, a key to the unit and consents that in the case of any emergency originating in or threatening the unit, or either or both of the Building, the Board of Directors of the Association or any person authorized by it may enter the unit for the purpose of remedying or abating such emergency whether the owner is present or not.

**5.05 Care and Condition of Units.** Each unit owner covenants and agrees with all other unit owners to repair and maintain his own unit and keep the same in good repair for the benefit of all such other unit owners, as may be required and applicable and to pay any separately metered utility expenses.

**5.06 Liens.** A unit owner shall give notice to the Association of every lien against his unit other than permitted mortgages, taxes and Association assessments, and of any suit or other proceedings which may affect the title to his unit within the (10) days after the lien attaches or the owner receives notice of such suit, whichever occurs first.

**5.07 Permitted Mortgages.** Except as herein otherwise provided, no unit owner except the Developer may mortgage a unit or any interest therein without the approval of the Association except to a savings and loan, credit union, bank, mortgage banker or life insurance company; The approval of any other mortgagee may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as part of the purchase price of a unit or prevent a unit owner from accepting a purchase money mortgage from an approved purchaser of such owner's unit or units. This provision shall not prevent the effective assignment, of a bank, a life insurance company, savings & loan association, or credit union of a mortgage on property covered by this declaration and the assignee shall stand in the same position with respect thereto as the original mortgagee.

**5.08 Board to Establish Rules.** The Association, acting through its Board of Directors, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relation to the use, occupancy and enjoyment of the condominium property and without limiting the scope of the Board's authority, the following in particular shall govern:

(A) The Board may approve temporary structures, the same being otherwise prohibited;

(B) The Board may regulate or prohibit the ownership and use of bicycles, motorcycles, or other power-driven equipment within the Condominium; and



(C) The Board may limit or prohibit the use of flags, banners and grills on patio or balcony or porch.

**5.09 No Avoidance by Waiver of Use; Right of Entry.** The liability of a unit owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common element, or by abandonment of a unit for which an assessment is made.

The Association shall have the right exercisable but only at reasonable hours and upon notice, except in the event of emergency, to enter a unit as may be necessary or advisable to exercise its rights or responsibilities.

**5.10 Lease of Units.** Units shall be used and occupied for single family dwelling purposes only. A unit may be rented or leased by the owner, provided the entire unit is rented, the occupancy is by the lessee and his family, and the lease is in writing and copy thereof is filed with the Association prior to possession. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by this Declaration or other condominium documents. The term "Lease" shall include any form of occupancy, whether technically a lease or tenancy and whether for considerations or not. Daily or weekly leasing of a unit is not allowed.

#### ARTICLE VI: APPURTENANCES TO UNIT OWNERSHIP AND TRANSFER THEREOF: SUBDIVISION OR COMBINATION.

**6.01 Appurtenances.** The ownership of each unit shall include all of the appurtenances thereto including but not limited to the following:

\* (A) Percentage Interest of Ownership in Common Elements and Funds:  
Liabilities for Expenses.

There shall be appurtenant to each unit and the ownership thereof an undivided ownership interest in or liability for:

- (1) the common elements,
- (2) the limited common elements, notwithstanding any exclusive right to use any such limited common element which may be appurtenant to a particular unit,
- (3) the funds and surplus, if any, of the Association, and
- (4) the common expenses and liabilities of the Association.

Such undivided percentage interest of ownership shall be equal to the percentage obtained by dividing 100 percent ( 100% ) by the number of all Units presently subject to this Declaration as set forth in **Exhibit "B"**.

The present percentage interest appurtenant to Units 1 through and including 36 as described in Exhibit "A" is **2.78% each** as shown on **Exhibit "B" Phase 18.**



The percentage of undivided interest in the common areas and facilities appurtenant to any unit shall not be changed except with unanimous consent of all of the unit owners in the Condominium project expressed in an amendment to this Declaration duly executed by all such owners and recorded.

(B) Cross Elements.

The appurtenances shall include, so long as the Condominium exists, easements from each unit owner to each other unit owner and to the Association and from the Association to the respective unit owners as required as follows:

- (1) Ingress, Egress and Maintenance. Easements are reserved for ingress and egress through the common areas for access to the units and through the common areas and the units for purposes of maintenance, repair, replacement or reconstruction of each as authorized.
- (2) Support. Every portion of a unit contributing to the support of the building is burdened with an easement of support for the benefit of all other units and common elements in or of the building.
- (3) Utility and Other Services. Easements are reserved through the townhouses, units and common elements for conduits, ducts, plumbing, wiring, piping, and other facilities for the furnishing of utilities or other services and facilities to the other units and common areas, provided, such easements through a unit shall be only according to the plans and specifications for the building as and if varied during construction as herein permitted unless otherwise agreed by the owner.

**6.02 Subdivision or Combination.** No unit shall be subdivided nor may any general or limited common elements be removed to combine any two or more units.

**ARTICLE VII: ASSOCIATION MEMBERSHIP, VOTING & MANAGEMENT.**

**7.01 Membership and Voting.** Every owner shall be entitled and required to be a member of Killarney Harbor Association. If title to a unit is held by a partnership, corporation, or association, a representative of such owner (s) as shall be designated in writing with the Association at time of purchase shall be a member and entitled to vote in the Association. If title to a unit is held by more than one person other than a partnership, corporation, or association, the unit vote may be split by the number of owners to said unit, i.e. 1/2 vote, 1/3 vote. Except as prohibited in the By-Laws, in the case of units as to which the Association has recorded a Condominium lien, each unit carries with it one (1) vote. The total number of votes in the Association entitled to be cast by members of the Association shall be **Thirty-Six (36)**. Each such membership and voting rights shall be appurtenant to the unit upon which it is based and shall be transferred automatically by conveyance of that unit. No person or entity other than an owner or Developer may be a member of the Association, and a member with the transfer of title to a unit; provided, however, that the



rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a unit.

**7.02 Board of Directors.** Except as otherwise required by law, this declaration or the Articles or By-Laws of the Association, the affairs of the Association shall be managed by a Board of Directors consisting of ~~three (3)~~ **three (3)** members. ~~Until Eighteen (18) units have been sold and conveyed, all such directors shall be elected by the Developer.~~ Prior to the conveyance and occupancy of the eighteenth unit, a meeting shall be held at which the unit owners (other than the Developer) shall elect one member of the Board. Thereafter, **until twenty-seven (27) units shall have been sold and conveyed by the Developer, the Developer shall elect two (2) members of the Board. After sale of the 27<sup>th</sup> unit, all members of the Board shall be elected by the members of the Association according to their respective votes.**

#### **ARTICLE VIII: DECLARANT RIGHT TO EXPAND CONDOMINIUM**

**8.01 Right to Expand Condominium.** By the recording this First Amendment to and Restatement of Declaration of Condominium of Killarney Harbor Condominiums, a Condominium, Wrightstown, Wisconsin, the Declarant hereby exercises its right to expand the condominium by adding all of the property as shown on **Exhibit A** and **Exhibit B** hereto to this Declaration.

**8.02 Property.** All improvements are architecturally sympathetic to the design of the improvements previously subject to this Declaration.

**8.03 Maximum number of Units:** Maximum number of units shall be thirty-Six (36) units as per **Exhibit "B"**.

**8.03 No Further Expansion:** This condominium shall be subject to no further expansion.

#### **ARTICLE IX: PETS/ANIMALS**

##### **9.01 Pets.**

Pets may be kept only if within a unit and shall not be permitted at any time outside the unit unattended. No pet shall be tied up outside the unit at any time. The unit owner is responsible to keep all common and limited common areas free from feces and urine and by direction of the board of directors, be responsible for re-seeding and repair of such landscaped areas damaged. No animal pens, sheds, fences or other outbuilding or structures of any kind shall be erected by a unit owner on any common area or limited common area.

##### **9.02 Animals.**

Because the intent of allowing pets in the condominium association is for one<sup>1</sup> of



companionship, no unit owner shall be allowed to breed and commercially sell for profit any animal of any type. Nor shall any owner be permitted to have wild or exotic animals. Pets, other than dogs, cats, birds, fish, gerbils and hamsters, shall require special permission from the Board of Directors as provided in the By-Laws.

## **ARTICLE X: INSURANCE**

### **10.01 (A) By the Association.**

(1) The Association through the Board of Directors shall have the authority to and shall obtain insurance against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement costs of the common areas and facilities and the units. Such insurance coverage shall be written in the name of the Association, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to the Association or the Board of Directors as trustees for the Association with each unit owner having an interest in such proceeds in their respective percentages of ownership interest in the common areas and facilities as established herein. Proceeds from property damage areas shall be held for and applied to replacement of the damaged areas unless it is decided not to replace such property in accordance with any provision hereof. If there is no replacement, the proceeds shall be distributed to the unit owners.

(2) The Association through the Board of Directors shall also have the authority to and shall obtain COMPREHENSIVE PUBLIC LIABILITY Insurance, including liability for injuries to and death for persons, and property damage in such limits as it shall deem desirable, and WORKMAN'S COMPENSATION INSURANCE and other liability insurance as it may deem desirable, or as may be required by law, insuring each unit owner, the Association, members of the Board of Directors, and any manager of the Condominium and their respective employees and agents, from liability in connection with the common areas and facilities of the Association, and members of Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties.

### **\* (B) By the Unit Owner.**

(1) Notwithstanding the foregoing, each unit owner shall be responsible for insurance on each unit owned and the interior thereof to full insurable replacement value and on the contents of the unit and shall furnish a certificate to the Association in such form as the Board of Directors may determine showing such insurance. Except as provided in Article XI, any proceeds received by a unit owner for the destruction of real property shall be used to promptly restore such real property. This provision shall in no way be construed to indicate the Association or Board of Directors shall be responsible for the adequacy or inadequacy of insurance carried by a unit owner, but is intended to provide for the replacement of damaged property and



prevent a diminution or loss in value in other units because of failure to replace.

(2) Any unit owner shall have the right to acquire such public liability insurance and in such amounts as the owner may desire with respect to the unit in the common areas.

## **ARTICLE XI: PROCEDURE IN THE EVENT OF DAMAGE OR DESTRUCTION.**

**11.01 Election to Rebuild.** Damage to or destruction of all or part of the condominium property shall be repaired or the same restored, rebuilt or reconstructed as the case may be if 51% of the total number of votes of the Association outstanding and entitled to be cast are voted in favor of such repair, restoration, rebuilding or reconstruction. If less than 51% of such votes are cast in favor of any such actions, the outcome of the vote taken shall automatically constitute a determination that the entire condominium property be deemed owned in common by the unit owners and subject to partition and sale. In addition, if this condominium is damaged to an extent in excess of the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having 75% or more of the votes.

**11.02 Recall of Election.** A vote and determination to repair, rebuild, restore, or reconstruct made pursuant to Paragraph 1 of this Article (but not a presumed determination pursuant to Paragraph 3 next following) may be recalled and superceded as follows: After the bids for the necessary work have been taken and the amount of insurance proceeds or other funds available for the work are known and if the total amount of the resulting assessment as will be required to finance the work exceeds 10% of the pre-casualty value of the entire condominium property at the time of the casualty, then the Board of Directors shall call a special meeting of the members of the Association to consider under such circumstances whether or not the property in question shall be restored, re-built, repaired, or reconstructed; the work shall in such event be done only if 75% rather than 51% of the total number of votes outstanding and entitled to be cast are cast in favor of the proposed action, and if the work is not thus authorized, the original determination shall stand rescinded and superceded, and the entire condominium property shall be deemed to be owned in common by the unit owners with the same effect as in the case of a negative vote pursuant to Paragraph 1 of this Article.

**11.03 Minor Damage.** All damage or destruction of a minor character shall be repaired, rebuilt, reconstructed or restored by the Board of Directors of the Association or a unit owner, as applicable, without necessity of formal vote or determination. Minor damage or destruction shall include but not be limited to such as can be reasonably repaired, restored, rebuilt or reconstructed within thirty (30) days after the applicable occurrence (exclusive of delays or interruption resulting from lack of available contractors, labor, materials or funds). In the event of doubt whether damage or destruction is minor, or in any case, one-third (1/3)



of the Board of Directors or owners who are entitled collectively to cast at least 25% of the total number of votes outstanding and entitled to be cast, may call for a special meeting or referendum for a vote and determination of whether to repair and the like pursuant to Paragraph 1 of this Article and the determination thus made shall control irrespective of whether the damage or destruction may otherwise have been treated as minor, provided in all cases that if no formal vote and determination have been taken and made within thirty days of the date of the damage or destruction in question, it shall be conclusively presumed that the Association and unit owners have in fact determined to rebuild, repair, restore or reconstruct as the case may be.

**11.04 Nature of Replacement.** Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration, or reconstruction of the property shall contain the same number and mix of units and be substantially in accordance with the plans and specifications of original construction, as available from the exhibits hereto and plans on file with the Village of Wrightstown, Wisconsin, and the percentage of interest and other appurtenances to each unit after such repair, rebuilding, restoration, or reconstruction shall be the same as before. An amendment of the plans and specifications and affecting the appurtenances to and mix of the unit must be adopted by unanimous consent, pursuant to Paragraph 1 of article XIII.

## **ARTICLE XII: DEVELOPER'S RESERVED RIGHTS AND POWERS**

**12.01 Developer's Activities and Unit Ownership.** The Developer is irrevocably and perpetually empowered, notwithstanding any use, restriction or other provision of the condominium documents to the contrary to construct in their entirety all units and to sell, lease, or rent units to any person or persons and shall have the right to transact on the condominium property any business related to construction, sale, lease or rental of units including but not limited to the right to maintain models, offices, signs, and all items and equipment pertaining to sales or rentals or other facilities furnished by the Developer shall not be considered common elements and shall remain its separate property.

The Developer retains the right to be and remain the owner of completed but unsold units, all under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent or lease. In addition, units owned by the Developer shall only be subject to assessment and lien for good faith "current expenses" of the Association pursuant to its By-Laws as distinguished therefrom assessments for "reserves" or "emergencies"; the Developer and its units shall be liable for "special assessments" pursuant to the By-Laws for any increased insurance premium, water or other utility expense, and failure to maintain, but not otherwise; the Developer shall furthermore have the option of either paying such current expense assessments on unsold units, or, in lieu thereof, to make up any deficiencies in the current expense budget of the Condominium. If the Developer makes up such deficiencies, the lien of any assessment against the Developer's



units shall thereby be automatically discharged, but the Association upon request shall satisfy or release such lien in writing.

### **ARTICLE XIII: AMENDMENT**

Amendment of this Declaration and the necessity therefore shall be governed by the following:

**13.01 Percentage Interest.** The percentage interest in the common elements appurtenant to a unit may be amended only by unanimous consent of all unit owners and their mortgagees, except as provided under Article VIII, or in the event of condemnation of any unit or of long-term obsolescence the same may be adjusted and may be amended as provided in such paragraph 13.04.

**13.02 Contracts Excepted.** No lawful agreement entered into by the Association shall constitute an amendment of this declaration whether the same is in conflict herewith or not.

**13.03 Developer's Rights.** Neither Article XII nor any other provisions of this Declaration affecting the rights of the Developer shall be subject to amendment without the written consent of the Developer and any attempt to so amend this Declaration without such prior written consent shall be null and void.

**13.04 General Procedure.** Except as otherwise provided in this Article, this declaration may be amended with the written consent of 66.67% of all unit owners and their mortgagees. Approval of the Board of Directors is not required of an amendment thus adopted.

**13.05 Execution and Recording.** An amendment pursuant to Paragraph 13.04 shall be effective when executed and acknowledged by the required percentage of unit owners and mortgagees and recorded in the public records of Outagamie County, Wisconsin.

### **ARTICLE XIV: GENERAL PROVISIONS**

**14.01 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**14.02 Resident Agent for Service of Process.** The initial registered agent for service of process shall be Veronica A. Trofka, c/o Hillcrest, 2986 County Road PP, De Pere, Wisconsin 54115 (Brown County). Change of agent for service of process may be accomplished by Resolution of the Board of Directors of the Association and upon proper filing of said name with the State of Wisconsin Financial Institutions and with the Register of Deeds.



IN WITNESS WHEREOF, The said Hillcrest Lumber, Inc. of De Pere, Wisconsin has caused this document to be signed by **this 23 day of December, 2005.**

**Hillcrest Lumber, Inc.**

Executed in Presence of:

*Dominic Plewinski*

By:

*Harry Macco*  
**Harry Macco - President**

Attest:

*Veronica A. Trofka*  
**Veronica A. Trofka - Secretary**

STATE OF WISCONSIN  
COUNTY OF BROWN }ss

Personally came before me this 23 day of December, 2005 the above named **Harry Macco** and **Veronica A. Trofka** of Hillcrest Lumber, Inc. to me known to be President and Secretary who executed the foregoing instrument and acknowledged that they executed the same as such Officers.

*John Wolfgram*  
Notary Public, Brown County, Wisconsin  
My Commission expires: February 4, 2007

This instrument drafted by:  
**Veronica A. Trofka**  
Hillcrest Lumber, Inc.



- A CONDOMINIUM PLAT -

**Graphic Scale**



I, Steven M. Bredo, Registered Land Surveyor Number S-2275, do hereby certify that this plat is a correct representation of the condominium described and that the identification and location of each unit can be determined from this plat.

EXHIBIT A

X-555

- 1) All driveways & patios are Limited Common Area (LCA) to the adjacent Unit.
- 2) Parking stalls are common area.

Lot 2  
27-CSM-4772  
Map 14772

WISCONSIN NOTARY PUBLIC

STEVEN M. BIEDA  
Cabin Bay, WI

APR 27 5

11/15/16

Notary Public  
Steven M. Bieda

England, Dover  
Section 33  
1234-1116  
(4th Floor East)

Northward Canada  
Section 4  
121H-R19C  
121H-R19C





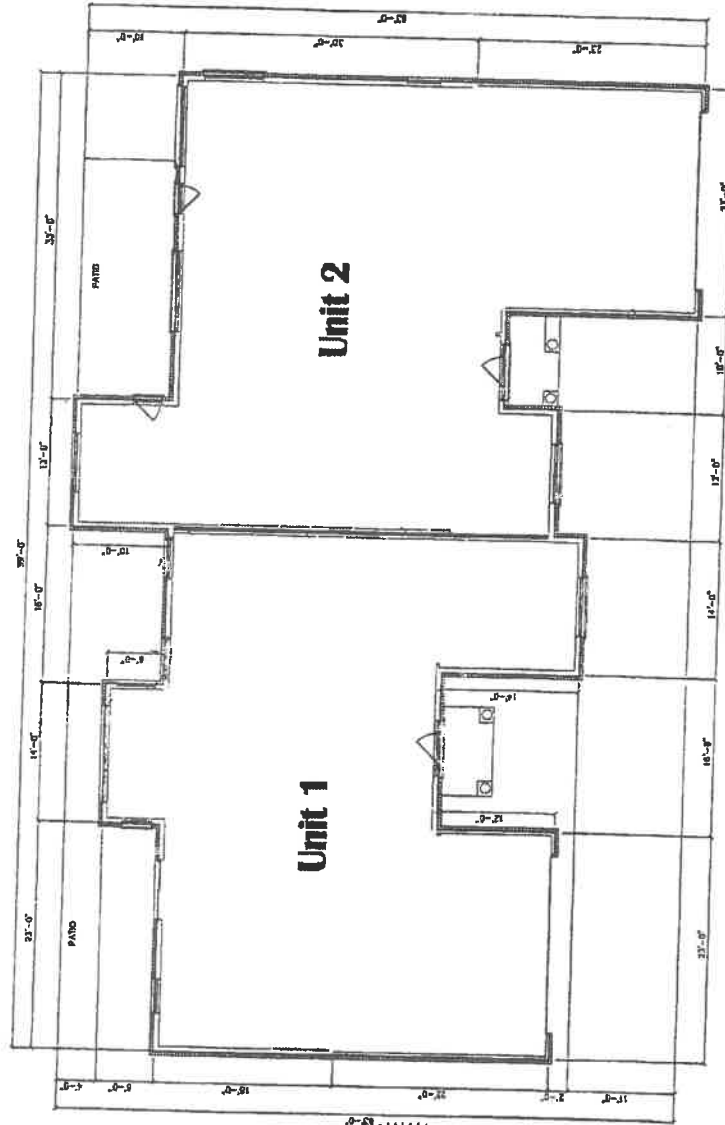
# KILLARNEY HARBOR CONDOMINIUMS, FIRST ADDENDUM



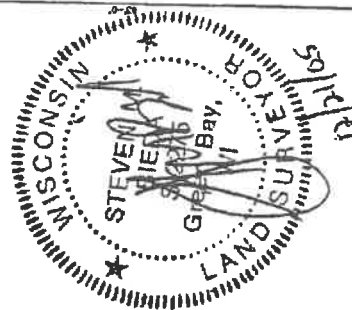
- A CONDOMINIUM PLAT -

All of Lot 3, Volume 27, Certified Survey Maps, page 4772, Map Number 4772, Document Number 1603044, Outagamie County Records, said Lot 3 being located in part of Outlot 6, "Royal St. Patrick" (Cabinet "I", page 3, Document No. 1480965, Outagamie County Records), said Outlot 6 being located in part of the Southeast 1/4 of the Southeast 1/4 of Section 33, T22N-R19E, Village of Wrightstown, Outagamie County, Wisconsin.

**Owner: Hillcrest Lumber, Inc.**



**First Floor Plan**

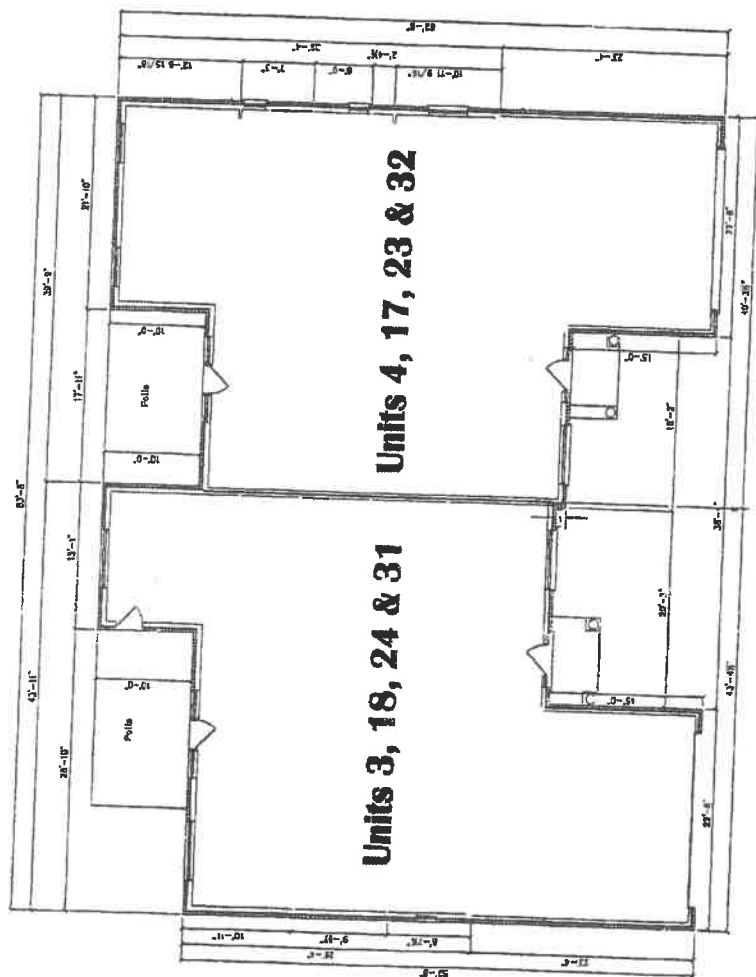


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<b>Mau &amp; Associates</b> LAND SURVEYING & PLANNING 400 Security Boulevard • Green Bay, Wisconsin 54303 Phone: 920-434-9670 Fax: 920-434-9672		
<b>Hillcrest Lumber, Inc.</b>		
SCALE: 1" = 10'	DATE December 21, 2005	Autocad Drawing No. M-28098condo
PROJECT NO. M-28098		
SHEET NO. 2 of 11		
DRAWING NO. X-555		

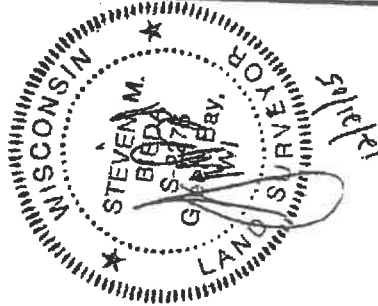


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A horizontal graphic scale with markings at 10, 5, 0, 10, 20, and 30. The text "Graphic Scale" is written vertically below the scale.



### First Floor Plan



**Mau & Associates**  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
400 Security Boulevard • Green Bay, Wisconsin 54313  
Phone 920-434-9670 Fax 920-434-9672

SCALE: 1" = 10'  
DATE December 21, 2005  
Autocad Drawing No. M-28098condo

PROJECT NO.  
M-28098

**SHEET NO.**

3 of 11

DRAWING NO.  
X-555





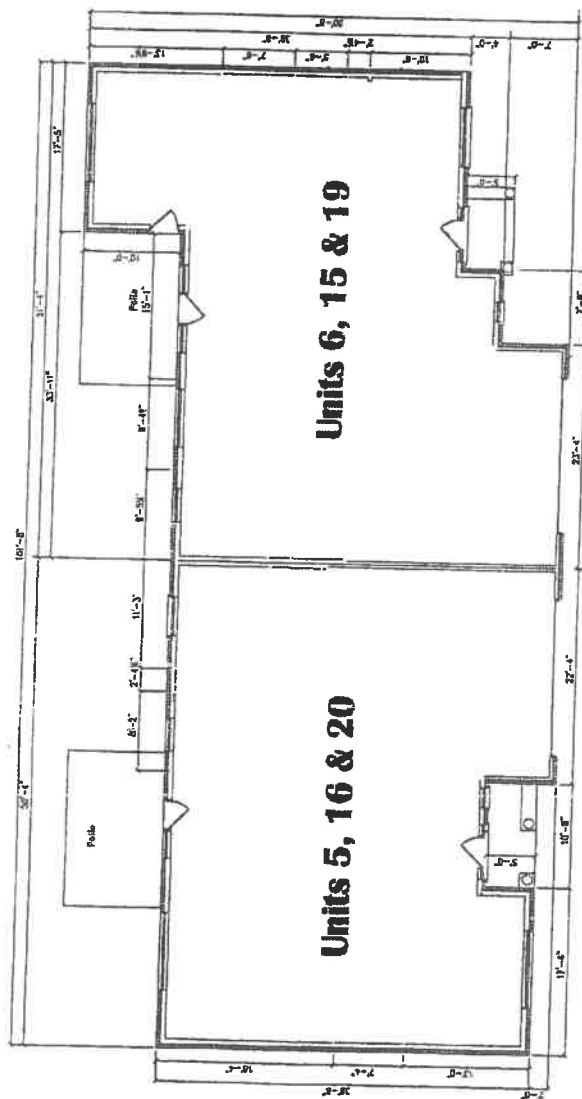
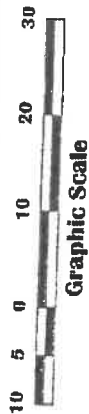
# KILLARNEY HARBOR CONDOMINIUMS, FIRST ADDENDUM



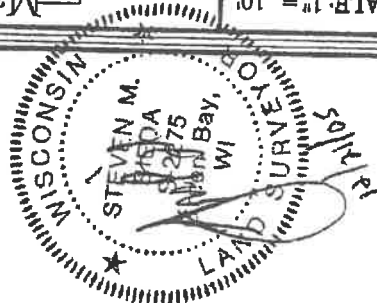
- A CONDOMINIUM PLAN -

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Owner: Hillcrest Lumber, Inc.



First Floor Plan



**Maui & Associates**  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
400 Security Boulevard • Green Bay, Wisconsin 54313  
Phone: 920-434-9670 Fax: 920-434-9672

Hillcrest Lumber, Inc.

TAX PAYER NO.  
30-0004-00  
DRAWN BY:  
BARUM  
CHECKED BY:  
LDB

SCALE: 1" = 10'

DATE  
December 21, 2005

Autocad Drawing No.  
M-28098condo

PROJECT NO.  
M-28098

SHEET NO.  
4 of 11

DRAWING NO.  
X-555





# KILLARNEY HARBOR CONDOMINIUMS, FIRST ADDENDUM



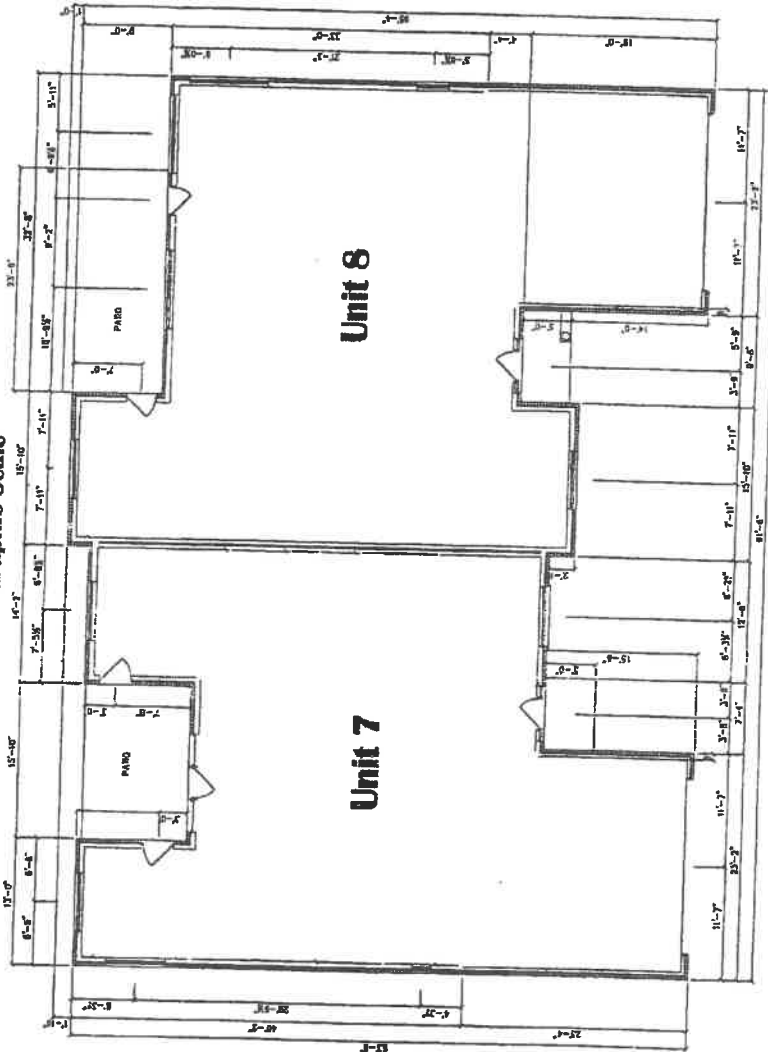
- A CONDOMINIUM PLAT -

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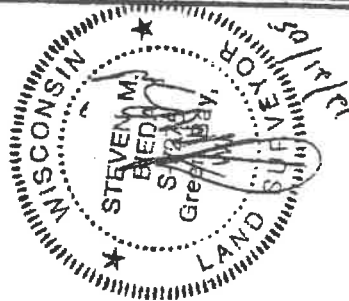
Owner: Hillcrest Lumber, Inc.



Graphic Scale



First Floor Plan



TAX PARCEL NO. 30-0004-00	DRAWN BY: BARUM	CHECKED BY: LDB	Mau & Associates LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING 400 Security Boulevard - Green Bay, Wisconsin 54313 Phone: 920-434-9670 Fax: 920-434-9672	Hillcrest Lumber, Inc.	SCALE: 1" = 10'	DATE December 21, 2005	Autocad Drawing No. M-28098condo
					PROJECT NO. M-28098	SHEET NO. 5 of 11	DRAWING NO. X-555





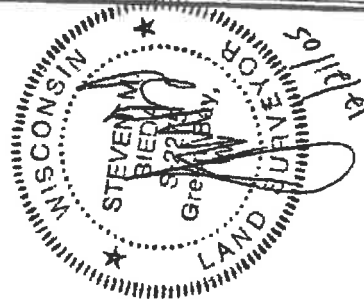
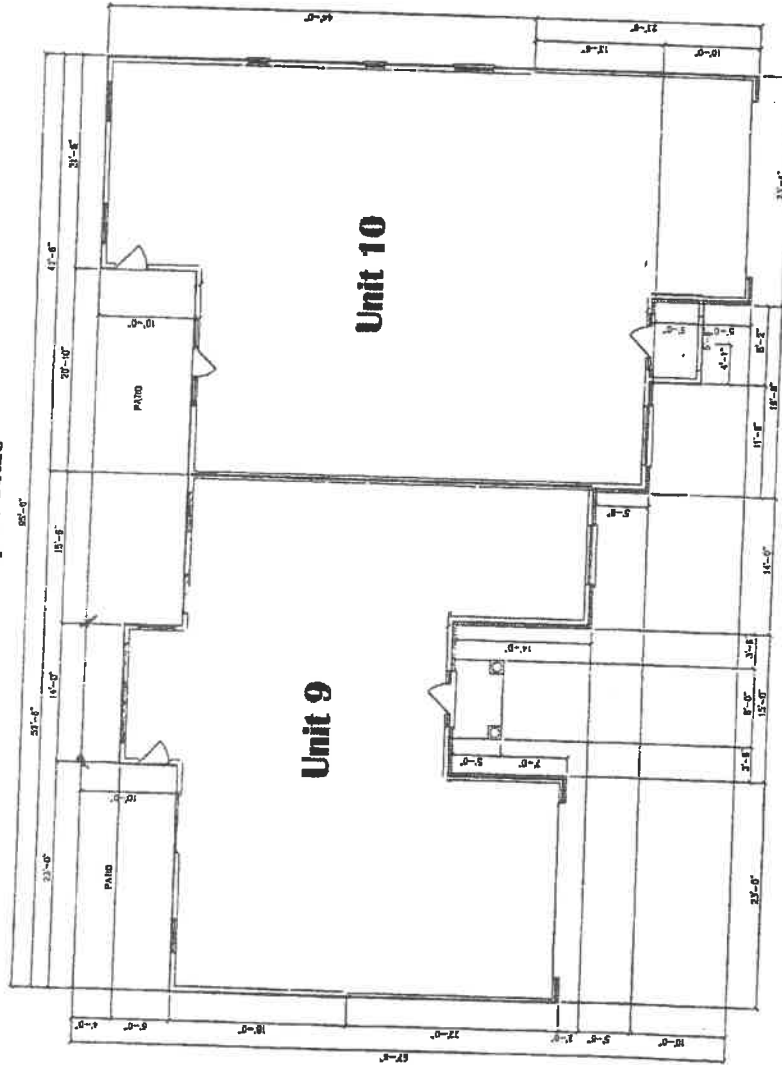
# KILLARNEY HARBOR CONDOMINIUMS, FIRST ADDENDUM



- A CONDOMINIUM PLAN -

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Owner: Hillcrest Lumber, Inc.



TAX PAYER, NO. 30-0004-00	DRAWN BY: BARUM	CHECKED BY: LDB
<b>Mau &amp; Associates</b> LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING 400 Security Boulevard • Green Bay, Wisconsin 54313 Phone: 920-434-9470 Fax: 920-434-9672		
Hillcrest Lumber, Inc.		
SCALE: 1" = 10'	DATE December 21, 2005	Autocad Drawing No. M-28098condo
PROJECT NO. M-28098		SHEET NO. 6 of 11
DRAWING NO. X-555		





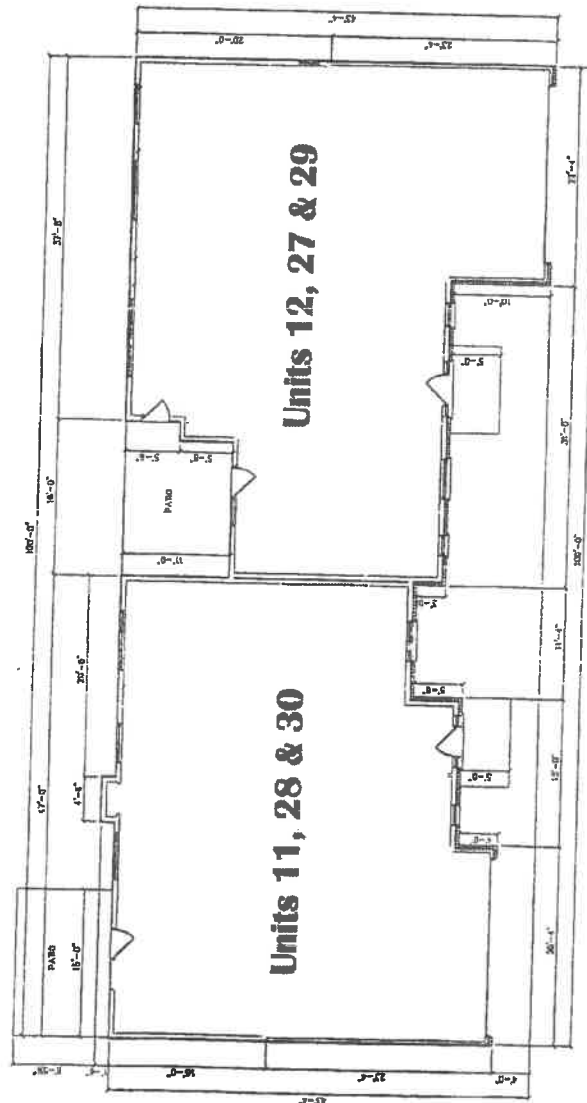
# KILLARNEY HARBOR CONDOMINIUMS, FIRST ADDENDUM



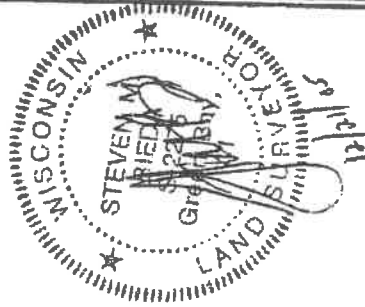
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**Owner: Hillcrest Lumber, Inc.**



**First Floor Plan**



**Mau & Associates**  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
400 Security Boulevard • Green Bay, Wisconsin 54313  
Phone: 920-445-9170 Fax: 920-44-9612

**Hillcrest Lumber, Inc.**

SCALE: 1" = 10'

DATE  
December 21, 2005

Autocad Drawing No.  
M-28098condo

PROJECT NO.  
M-28098

SHEET NO.  
7 of 11

DRAWING NO.  
X-555

TAX PARCEL NO.  
30-00001-00  
DRAWN BY:  
BARJUM  
CHECKED BY:  
LDB



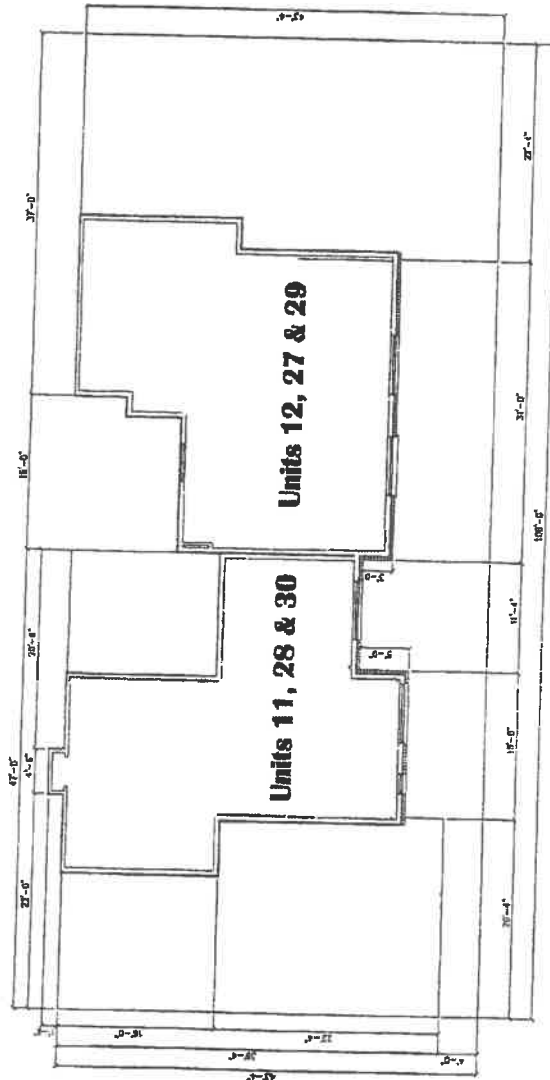


# KILLARNEY HARBOR CONDOMINIUMS, FIRST ADDENDUM

## - A CONDOMINIUM PLAT -

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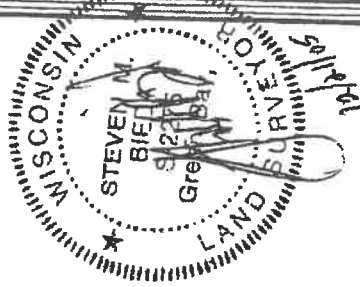
Owner: Hillcrest Lumber, Inc.



Second Floor Plan

EXHIBIT A

CHECKED BY: LBS		Hillcrest Lumber, Inc.		Autocad Drawing No. M-28098condo		PROJECT NO. M-28098		SHEET NO. 8 of 11		DRAWING NO. X-555	
DRAWN BY: BARUM		Mau & Associates LAND SURVEYING & PLANNING 400 Security Boulevard • Green Bay, Wisconsin 54303 Phone: 920-434-9670 Fax: 920-434-9673		DATE December 21, 2005		SCALE: 1" = 10'					
TAX PARCEL NO. 30-0004-00		MAU & ASSOCIATES									







# KILLARNEY HARBOR CONDOMINIUMS, FIRST ADDENDUM



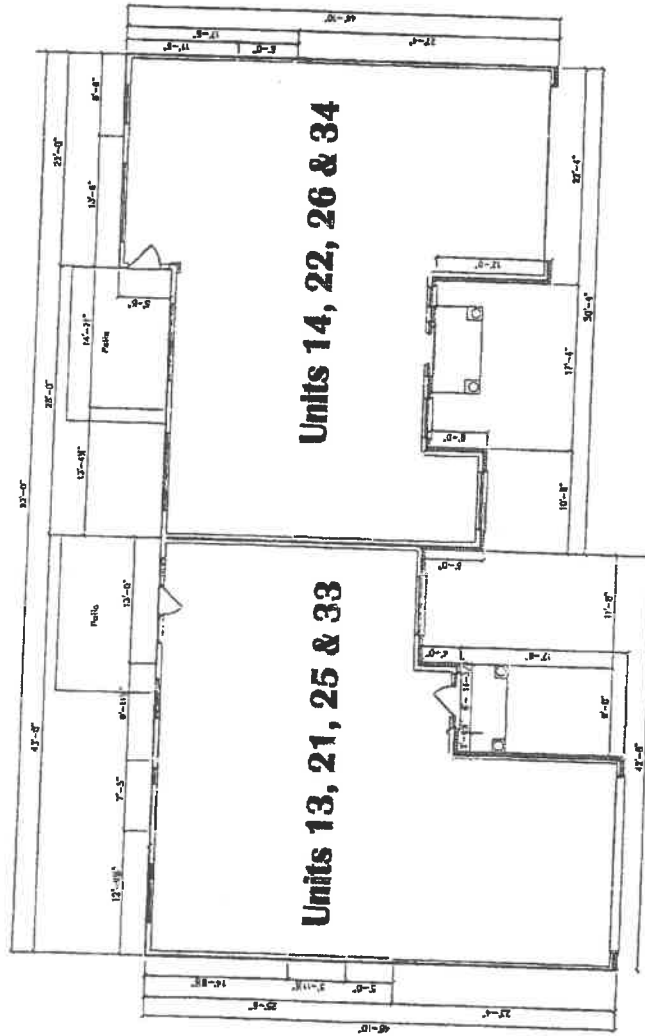
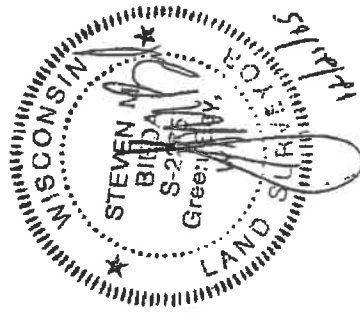
- A CONDOMINIUM PLAT -

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Owner: Hillcrest Lumber, Inc.



Graphic Scale



First Floor Plan

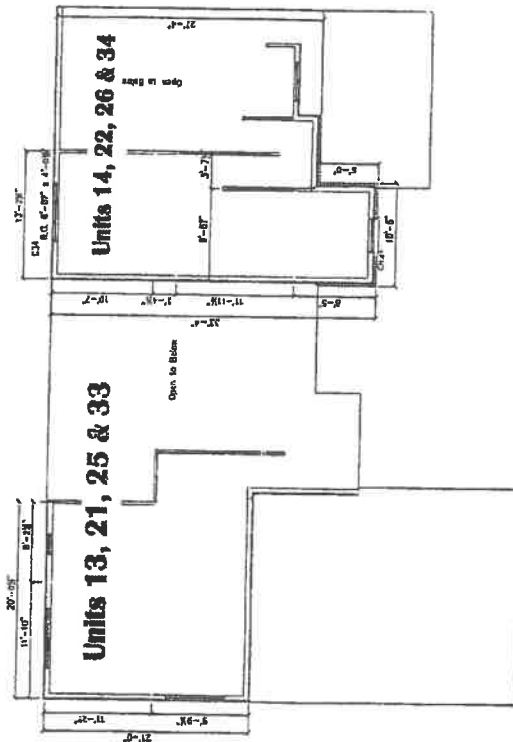
EXHIBIT A

TAX PARCEL NO. 30-0001-00 DRAWN BY: BARM CHECKED BY: LDB		Hillcrest Lumber, Inc.	
MAU & ASSOCIATES LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING 100 Scenicly Boulevard - Green Bay, Wisconsin 54303 Phone: 920-434-9670 Fax: 920-434-9672		Autocad Drawing No. M-28098condo DATE December 21, 2005	
SCALE: 1" = 10'		PROJECT NO. M-28098	SHEET NO. 9 of 11
		DRAWING NO. X-555	




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Graphic Scale



**EXHIBIT A**

**Mau & Associates**   
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
400 Security Boulevard • Green Bay, Wisconsin 54303  
Phone: 920-434-9610 Fax: 920-434-9672





# KILLARNEY HARBOR CONDOMINIUMS, FIRST ADDENDUM



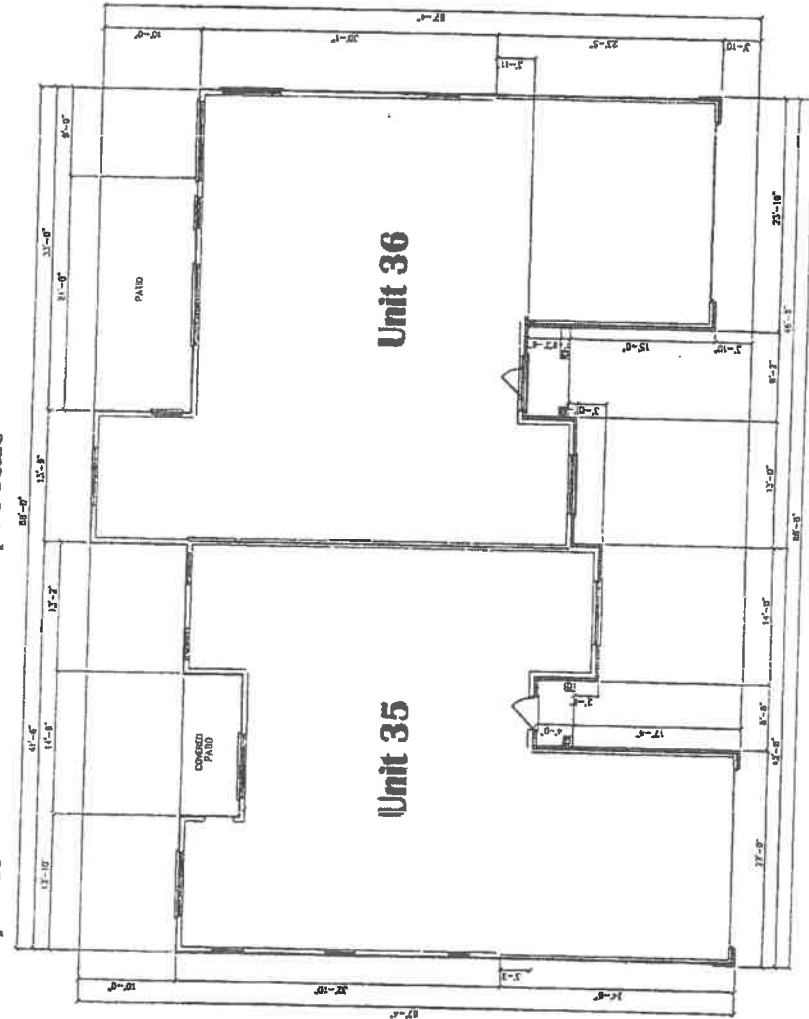
- A CONDOMINIUM PLAN -

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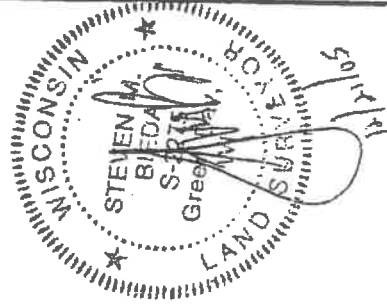
Owner: Hillcrest Lumber, Inc.



Graphic Scale



First Floor Plan



**Mau & Associates**  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCES ENGINEERING  
400 Security Boulevard • Green Bay, Wisconsin 54303  
Phone 920-434-9670 Fax: 920-434-9672

Hillcrest Lumber, Inc.

TITLE PAGE NO. 10-00004-00  
DRAWN BY: BARJUM  
CHECKED BY: LDB

SCALE: 1" = 10'  
DATE  
December 21, 2005  
Autocad Drawing No. M-28098condo

PROJECT NO. M-28098

SHEET NO. 11 of 11

DRAWING NO. X-555



## Exhibit B

EXHIBIT "B"

1. 3%



ARTICLES  
OF  
INCORPORATION OF

Killarney Harbor Condominium Association, Inc.









## ARTICLES OF INCORPORATION - NONSTOCK CORPORATION

(NOTE: Do not use this form for organizing a for-profit business corporation. Use Form 2)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: Killarney Harbor Condominium Association, Inc.  
(Must include "Inc." or similar word. See Instructions)

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: Veronica A. Trofka

Article 4. Street address of the initial registered office: (The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.)

2986 County Rd PP

De Pere WI 54115-9645

Article 5. Mailing address of the initial principal office: 2986 County Rd PP  
De Pere WI 54115-9645

Article 6. (Select and mark (X) one of the statements below)

☒ The corporation will have members. OR ☐ The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

Harry Macco  
4144 Hwy W

De Pere WI 54115

Veronica A. Trofka  
840-F East River Drive  
De Pere WI 54115

Corinna M. Eiden  
5609 River Oaks Dr  
De Pere WI 54115

**FILING FEE - \$35.00** See instructions, suggestions, and procedures on following pages.  
DFI/CORP/102(R02/10/03) Use of this form is voluntary.

1 of 3



(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

Management of condominium association for Killarney Harbor Condominiums located in Wrightstown, Wisconsin.

Article 9. Name and complete address of each incorporator:

Veronica A. Trofka  
C/o HILLCREST LUMBER INC  
2986 County Road PP  
De Pere WI 54115-9645

  
Incorporator's signature

\_\_\_\_\_  
Incorporator's signature

This document was drafted by Veronica A. Trofka

(Name the individual who drafted the document)

OPTIONAL - Second choice corporate name if first choice is not available: \_\_\_\_\_

Killarney Harbor of Wrightstown Condominium Association, Inc.

**INSTRUCTIONS** (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with the appropriate **FILING FEE of \$35**. Filing fee is non-refundable. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3<sup>rd</sup> Floor, Madison WI, 53703). Sign the document manually or otherwise as allowed under sec. 181.0120(2), Wis. Stats.

**NOTICE:** This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TTY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin.



ARTICLES OF INCORPORATION  
Nonstock Corporation

Veronica A. Trofka  
c/o Hillcrest Lumber Inc  
2986 County Road PP  
De Pere WI 54115-9645

◆ Your name, return address and phone number during the day: (920) 337-2450

INSTRUCTIONS (Continued)

Articles 3 & 4. (Cont'd) P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. Do not include by-laws, as the department does not accept by-laws for record. Extensive additional provisions may make use of this pre-printed form impractical. If you elect to draft your own articles of incorporation, do not also submit the pre-printed form. (NOTE: Corporations 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 these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. At least one incorporator is required to sign the document, although all incorporators may sign.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.







By Laws  
of  
Killarney Harbor  
Condominium Association, Inc.







**BY-LAWS OF**  
**KILLARNEY HARBOR Condominium Association, Inc.**

SECTION 1	Scope And Definitions.....	41
SECTION 2	Members And Voting Rights.....	41
SECTION 3	Meetings of Association.....	42
SECTION 4	Board of Directors.....	43
SECTION 5	Assessments.....	46
SECTION 6	Provisions.....	49
SECTION 7	Termination of Ownership.....	50
SECTION 8	General Provisions.....	51
SECTION 9	Amendments.....	51







**BY – LAWS OF**  
**Killarney Harbor Condominium Association, Inc.**  
(A Wisconsin Non-Profit Corporation)

**SECTION 1: SCOPE AND DEFINITIONS**

**1.01 Scope.** These are the By-Laws of **Killarney Harbor Condominium Association, Inc.** a non-profit Corporation organized under Chapter 181, Wisconsin statutes, as the associated owners of **Killarney Harbor Condominiums**, a Condominium, situated in Outagamie County, Wisconsin.

**1.02 Definitions.** All definitions used in the Declaration of Condominium for **Killarney Harbor Condominiums**, a Condominium may be amended from time to time as recorded in the Register of Deeds Office for Outagamie County, Wisconsin, respecting the following described lands:

**Lot Three (3), Volume 27 Certified Survey Maps, Page 4772, Map No. 4772, said Map being part of Outlot 6 of the recorded Plat of Royal St Patrick in the Village of Wrightstown, Outagamie County, Wisconsin.**

shall apply to these By-Laws. Such Declaration of Condominium shall hereinafter be referred to as the "Declaration".

**1.03 Board.** "Board" as used herein shall mean the duly elected Board of Directors of the Association.

**SECTION 2: MEMBERS AND VOTING RIGHTS**

**2.01 Members and Voting Rights.** Membership and voting rights in the Association shall be as set forth in the Declaration. Where a unit is owned by a corporation or partnership or other entity, there shall be filed with the Association Secretary (hereinafter the "Secretary") a statement designating one person to represent the owner (s) of the particular unit. Such statement shall be signed by the duly authorized officers thereof. The Secretary may request proof of such authorization. Such person (hereinafter referred to as the designated representative), shall have the sole right to cast the vote with respect to such unit except that person may designate by an appropriate proxy, presented to the Secretary before any meeting, another person in the event of absence. The phrase "designated representative" as used herein shall include any such person designated by proxy. Where a unit is owned by more than one person, other than a corporation or association, or partnership, all owners names must be on file with the Association Secretary as to portion of vote, i.e. 2, 1/3. The phrase "designated representative" shall apply herein to include any such person designated by proxy as to portion of a vote.



**2.02 Attendance by Others.** Any person other than a designated representative having an interest as a joint or common owner, or a partner or in a corporation owning a unit may attend a meeting, but shall not be entitled to vote.

**2.03 Owner Not to Split Vote.** If an owner designated representative has more than one vote, all such votes must be cast as a block and may not be divided.

**2.04 Designation of Others.** The owner (s) of a unit may designate a mortgagee or fiduciary as the designated representative for the owner. The personal representative of a unit owner shall have the right to vote upon the filing of the proof of death and the appointment a personal representative with the Secretary.

**2.05 Certificates and Proxies.** The Board shall set the requirements which shall uniformly apply to all owners for a statement designation a representative, and for proxies pursuant hereto. If an appropriate statement or proxy is not filed with respect to a unit, the unit shall not have a vote until the appropriate statement or proxy is filed. A proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagor or lessee.

**2.06 Termination of Membership.** Membership or right to membership in the Association respecting any unit shall automatically terminate upon the transfer of ownership of such unit.

**2.07 Voting Prohibited in Case of Unpaid Assessment.** A unit Owner shall be prohibited from voting at a meeting of the Association if a statement of condominium lien has been filed with respect to such owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

### **SECTION 3: MEETINGS OF ASSOCIATION**

**3.01 Initial Meeting.** The initial meeting of the Association shall be held within 30 days after the occupancy of the first unit or sooner if so required by law, and shall be called by the Developer. Any business then necessary for the administration of the Condominium may be taken up at such initial meeting.

**3.02 Annual Meetings.** There shall be an annual meeting of the Association on the fifteenth day of September following such initial meeting, and on the fifteenth (15<sup>th</sup>) day of September of each succeeding year thereafter at 6:30 pm or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the members of the Association not less than 10 days prior the date fixed for said meeting.

**3.03 Special Meetings.** Special meetings of the Association may be called at any time for



the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the members entitled to vote one-fourth (1/4) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

**3.04 Notices.** Notices of meetings required to be given herein may be delivered either personally or be mailed to the voting members, addressed to each such person at the address given by him to the Association for the purpose of service of such notice, or to the unit with respect to which such voting right pertains, if no address has been given to the Board. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed with postage thereon prepaid.

Every unit owner must furnish the Association with his or her name and current mailing address and no unit owner may vote at meetings of the Association until this information is furnished.

**3.05 Quorum.** The presence in person or by proxy at any meeting of voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, or in the Declaration any action may be taken at any meeting at which a quorum is present upon the affirmative vote of the members having a majority of the total votes present at such meeting.

#### **SECTION 4: BOARD OF DIRECTORS**

**4.01 Election of Directors.** The initial Directors shall be elected as set forth in the Declaration. Thereafter, Directors shall be elected to replace those whose terms have expired, at the annual meetings of the Association. At least one-third of the Directors terms shall expire each year. Vacancies on the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election by the members present at the next annual meeting or at a special meeting of the members called for such purpose.

**4.02 Compensation of Directors.** Members of the Board shall receive no compensation for their services, unless expressly allowed by the direction of the voting members having two-thirds (2/3) of the total votes.

**4.03 Management of Condominiums.** Except as otherwise provided in these By-Laws or in the Declaration, the Condominium shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.



**4.04 Managing Agent and Manager.** The board of Directors may employ for the Association a managing agent or a manager, at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

**4.05 Regular Meetings of Directors.** A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after the annual meeting of the Association. The place of such regular meeting shall be the same as the place of the meeting of members of the Association which precedes it, or such other suitable place as may be announced at such meeting of shareholders.

**4.06 Special Meetings.** Special meetings of the Board may be called by or at the request of the President, Secretary of the Association, or any two directors. The President or Secretary calling any special meeting of the Board may fix any place, within Outagamie County, Wisconsin as the place for holding any special meeting of the Board called by them.

**4.07 Notice: Waiver.** Notice of each meeting of the Board (except as provided in Section 4.04) shall be given by written notice delivered personally or mailed or given by telegram to each director at his business address or at such other address as such director shall have designated in writing filed with the Secretary, in each case not less than 12 hours prior thereto. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Notices shall specify the matters to be considered at any special meeting.

Whenever any notice whatever is required to be given to any directors of the Association under the Declaration or these By-Laws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and objects thereto to the transaction of any business because the meeting is not lawfully called or convened.

**4.08 Quorum.** Except as otherwise provided by law, the Declaration or these By-Laws, a majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board, but a majority of the directors present (though less than such quorum) may adjourn the meeting from time to time without further notice.

**4.09 Election of Officers.** The Board shall elect from among its members, a President, who shall preside over both its meetings and those of the Association, and who shall be the chief executive officer of the Board; a Secretary who shall keep written minutes of all meetings of the Board and of the voting members and who shall, in general perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account of the Association and such additional officers as the Board shall see fit to



elect. Any officer present at the Association meeting may count votes.

★ **4.10 Signature.** All agreements, contracts, deeds, leases, vouchers, for payment of expenditures and other instruments shall be signed by such officer, or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

**4.11 Additional Powers and Duties of the Board.** The Board shall have the following additional powers and duties:

(A) to formulate policies for the administration, management (including the employment of agents) and operation of the Condominium;

(B) to adopt rules and regulations, with written notice thereof to all unit owners, governing the administration, management, maintenance, operation, use, conservation and beautification for the Condominium and for the health, comfort, safety and general welfare of the unit owners, and to amend such rules and regulations from time to time;

(C) to provide for any construction, alteration, installation, maintenance, repair, painting, and replacement of the common areas and facilities and for any other property for which the Board is responsible by law or under the Declaration and these By-Laws and for such purposes to enter and to authorize entry into any unit and/or limited common areas and facilities causing as little inconvenience to the unit owners as practicable and repairing any damage caused by any such entry at the expense of the unit owners;

(D) to estimate the amount of the annual budget, and to provide the manner of assessing and collection from the unit owners their respective share of such estimated expenses as hereinafter provided;

(E) to pay out of the common fund of the Association hereinafter provided for, the following: (1) Water, waste removal, electricity and telephone and other necessary utility services for the common areas and facilities;

(2) The services of a manager or managing agent or any other person or firm employed by the Board;

★ (3) Payment for the maintenance, repair and replacement of the common areas and facilities.

(F) to bid for and purchase any unit in the Condominium, together with the undivided interest in the common areas and facilities applicable thereto, at a sale pursuant of a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of members entitled to vote not less than 50% of the total vote of the Association;

(G) to acquire insurance as set forth in the Declaration. The premiums for all such insurance shall be common expenses;

(H) to invest surplus or reserve funds for the benefit of the Association;



(I) to maintain current roster of the names and addresses of every unit owner to which notices of meetings of the Association shall be sent;

(J) to borrow money and mortgage, acquire, and convey property by the Association in such manner as from time to time shall be determined by written resolution of the Board and in compliance with Section 4.09 of these By-Laws and applicable Wisconsin Non-stock Corporation Law.

(K) to exercise any other powers and duties of the Board or unit owners as a group referred to in the Declaration, these By-Laws or the Condominium Ownership Act of the State of Wisconsin.

**4.12 Removal of Board Members.** Any Board member may be removed from office by affirmative vote of at least two-thirds (2/3) of the total votes of the Association, at annual meetings or any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the members at the same meeting or any subsequent meeting called from that purpose.

**4.13 Indemnity.** The members of the Board and the officers thereof, shall not be liable to the unit owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The unit owners shall indemnify and hold harmless each of such members or officers against all contractual liability to other arising out of contracts made by such members or officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these By-Laws. The liability of any unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the common areas and facilities bears to the total percentage interest of all the unit owners in the common areas and facilities.

\* **4.14 Board's Arbitration of Disputes.** In the event of any dispute or disagreement between any unit owners relating to any part of the Condominium, or any questions of interpretation or application of the provisions of the Declaration or these By-Laws, determination thereof by the Board shall be final and binding on each of all of such unit owners.

## SECTION 5: ASSESSMENTS

\* **5.01 Assessments.** Each year on or before December 1st, the Board shall reasonably estimate the total amount necessary to pay the cost of functions authorized or required to be performed by the Board by the Act, the Declaration or these By-Laws during the ensuing calendar year, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th, notify each unit owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed, effective as of January 1 of each year, to the unit owners



according to each unit owner's percentage of ownership in the common elements as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each unit owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant of this paragraph. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery as the case may be.

At least two weeks before the date of each annual meeting of the Association, but no later than the annual meeting, the Board shall supply to all unit owners a reasonable itemized accounting of all expenditures for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected.

**5.02 Contingent Assessments.** If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any unit assessment, the Board may at any time levy a further assessment, which shall be assessed to the unit owners according to each unit owner's percentage ownership in the common areas and facilities. The Board shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount.

**5.03 Statutory Reserve Account.** The Board may build up and maintain a Statutory reserve account, which is a reserve fund that is funded with assessments designated for that purpose and included within the Annual Budget. \*

\* Funds in the statutory reserve account may be used for the repair and replacement of common elements, other than routine maintenance. Funds in the account may also be used for other specific purposes with the written consent of at least two-thirds of the unit votes, provided they are replaced within three years from the date of removal.

Reserve funds shall be deposited in a separate, segregated account maintained in the name of the Association. Funds held in the statutory reserve account may be invested only in those investments allowed by laws and any earnings therefrom applied proportionately to assessments required under this section.

For any year in which the Association shall maintain a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. the reserve funds then in the reserve account;
2. the estimated cost of repairing or replacing Common Elements, other than routine maintenance;




3. the estimated remaining useful life of the Common elements, and
4. the approximate proportion of the estimated cost of repairing or replacing common elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

Following the period of Declarant control, if a Declarant has elected not to establish a statutory reserve account or to terminate an account, establishment of a statutory reserve account shall be addressed at the first Annual Meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of any period of Declarant control. The account may be established with the written consent of a majority of the unit votes. If the account is established, the Association must execute a statutory reserve account statement, unless with the written consent of at least two-thirds of the unit votes, elects not to establish a statutory reserve account. Upon the establishment of or the election not to establish the account, the Association shall execute a statutory reserve account statement.

"Statutory Reserve Account Statements" must bear the name of the condominium and shall be recorded with the Register of Deeds of Outagamie County, Wisconsin.

**5.04 Initial Expenses.** When the first Board elected takes office, it shall determine the "estimated cash requirement", if any, as hereinabove defined, for the period then commencing and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the unit owners during said period as provided in the Paragraph 5.01.

 **5.05 Failure to Assess.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the unit owner shall not constitute a waiver or release in any manner of such unit owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the unit owner shall continue to pay the monthly maintenance charge at the then existing monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

**5.06 Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common areas and facilities. Such records and the vouchers authorizing the payments shall be available for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the unit owner. Upon ten (10) day's notice of the Board and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

The accounts and records of the Association shall be audited at least once every other year by



an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

**5.07 Default in Payment of Assessment.** Any unpaid assessment shall bear interest at the current legal rate in Wisconsin. If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may file a statement of Condominium lien, bring suit for and on behalf of themselves and as representatives of the Association, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and actual attorney's fees. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the unit and the percentage interest in the common areas applicable there and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Condominium Ownership Act of Wisconsin.

## **SECTION 6: PROVISION RESPECTING MAINTENANCE**

**6.01 General.** Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit.

**6.02 Common Areas and Facilities.** Maintenance, repairs and replacements of the common areas and facilities shall be arranged by the Board as part of the common expenses, subject to the rules and regulations of the Board.

**6.03 Limited Common Areas.** At the discretion of the Board, maintenance, repairs and replacements of any limited common areas and facilities may be assessed in whole or in part to unit owners benefited thereby and further, at the discretion of the Board, it may direct such unit owners in the name and for the account of such unit owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers as may be required to protect the Condominium from all mechanic's or materialmen's lien claims that may arise therefrom.

**6.04 Discharge of Liens.** The Board may cause to be discharged any mechanic's liens or other encumbrances which, in the opinion of the Board, may constitute a lien against the Condominium or common areas and facilities, rather than against a particular unit and its corresponding percentage of ownership in the common areas and facilities. When less than all the unit owners are responsible for the existence of any such lien, the unit owners responsible shall be jointly and severally liable for the amount necessary to discharge the



same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

**6.05 Repairs to Protect Common Areas and Facilities.** Whenever the Board shall determine, in its discretion, that any maintenance or repair of any unit is necessary to protect the common areas and facilities or any other portion of the Condominium, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such unit owner, which notice may be served by delivering a copy thereof to any occupant of such unit, or by mailing the same by certified or registered mail addressed to the owner at the unit. If such unit owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such unit owner.

**6.06 Damage Caused by Owner.** If, due to the act or neglect of an unit owner or of an authorized occupant or visitor of such unit owner, damage shall be caused to the common areas and facilities or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

## **SECTION 7: TERMINATION OF OWNERSHIP**

**7.01 Default and Notice to Terminate: Action to Terminate.** If any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of the Declaration or these By-Laws or regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to issue to said defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as a unit owner and to continue to occupy, use or control his unit, and thereupon an action may be filed by the Board against said defaulting owner seeking an injunction against said defaulting owner or occupant or, in the alternative, for a decree declaring the termination of said defaulting owner's right to occupy, use or control the unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting owner in the property shall be sold subject to the lien of any existing mortgages at a judicial sale upon such notice and terms as the court shall determine. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and a sale, and all such items shall be taxed against the said defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting owner.



## **SECTION 8: GENERAL PROVISIONS**

**8.01 Insurance Risks Prohibited.** Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the buildings, or contents thereof. No unit owner shall permit anything to be done or kept in a unit or in the common areas of facilities which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law.

**8.02 Outside Attachments.** Unit owners shall not cause or permit anything to be placed on the outside walls of the Buildings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the proper consent of the Board.

**8.03 Mailing Address of Association.** The mailing address of the Association shall be:

c/o Hillcrest Lumber, Inc., 2986 County Road PP, De Pere, Wisconsin 54115.

## **SECTION 9: AMENDMENTS**

**9.01 Required Vote.** These By-Laws may be amended or modified from time to time by action or approval of the voting members having at least two-thirds (2/3) of the total votes, provided, however, that no provisions in these By-Laws may be amended or modified so as to conflict with the provisions of the Condominium Ownership Act of the State of Wisconsin or the Declaration.



V.

**Projected / Proposed  
ANNUAL OPERATING BUDGET FOR  
Killarney Harbor,  
A CONDOMINIUM**

This Annual Operating Budget reflects monthly assessments to the unit owner to cover estimated expenses to be incurred by the Association in the operation of a 36 unit condominium. This budget is an estimate of these costs. Property and liability insurance is billed separately from this budget as each of the units will carry a different insurance premium.

Budget for Units 1 thru 36 Golf Course Drive

Maintenance Fees Receivable (Funds/Income):

Annual Maintenance Fees [36 units @ \$50.00 x 12 months]	\$ 21,600.00
Bank Interest Income	\$ -0-
Other Miscellaneous Income	\$ -0-
Total Monies Receivable:	\$ 21,600.00

Expenses:

Snow Removal	\$5,000.00	
Lawn Care	\$6,000.00	
Maintenance	\$4,500.00	
Utilities Common areas	\$ 400.00	
Bank Fees/Filing Fees Misc	\$ 300.00	
Total Expenses:	\$16,200.00	- 16,200.00

Balance for General Maintenance Reserve	\$ 5,400.00
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# EXECUTIVE SUMMARY

Page 1 of 3

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the icon), or may be completed to both summarize the information and refer to the condominium documents. *This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.*

Condominium Name: Foxborough Court

## How is the condominium association managed?

- ◆ What is the name of the condominium association? Foxborough Court
- ◆ What is the association's mailing address? 255 Trader's Point Lane, Green Bay, WI 54302
- ◆ How is the association managed? ☐ By the unit owners (self-managed) ☐ By a management agent or company ☒ By the declarant (developer) or the declarant's management company
- ◆ Whom should I contact for more information about the condominium and the association? Ruth Sauter - Sauter Development (management agent/company or other available contact person)
- ◆ What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? Ruth Sauter, ruth@sauter.com, 920-217-5850, 255 Trader's Point Lane, Green Bay, WI 54302

For specific information about the management of this association, see Article II, Section 1 - 16, pages 1-5

## What are the parking arrangements at this condominium?

- ◆ Number of parking spaces assigned to each unit:        How many Outside?        How many Inside?         
☐ Common element ☐ Limited common element ☒ Included as part of the unit ☐ Separate non-voting units ☐ Depends on individual transaction [check all that apply]
- ◆ Do I have to pay any extra parking fees (include separate maintenance charges, if any)? ☒ No ☐ Yes, in the amount of \$        per        ☐ Other (specify):
- ◆ Are parking assignments reserved or designated on the plat or in the condominium documents?  
☒ No ☐ Yes - Where?        Are parking spaces assigned to a unit by deed? ☒ No ☐ Yes Can parking spaces be transferred between unit owners? ☒ No ☐ Yes
- ◆ What parking is available for visitors? Parking is in the garage or driveways of the units.
- ◆ What are the parking restrictions at this condominium? N/A

For specific information about parking at this condominium, see page 19, paragraph (g) of the by-laws.

## May I have any pets at this condominium?

- ◆ ☐ No ☒ Yes - What kinds of pets are allowed? No animals or livestock besides common pets.
- ◆ What are some of the major restrictions and limitations on pets? Two common household pets. All pets must be on leash in common elements of the condominium.

For specific information about the condominium pet rules, see page 19, paragraph (h) of the by-laws.



**May I rent my condominium unit?**

- ♦ ☐ No ☒ Yes - What are the major limitations and restrictions on unit rentals?

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No unit may be leased or rented for a period of less than six months' and further provided that the Association is given notice of the names and permanent address of the tenants at least 10 days prior to the commencement of their tenancy.

For specific information about renting units at this condominium, see Page 24, Section 3 of the by-laws

**Does this condominium have any special amenities and features?**

- ♦ ☐ No ☒ Yes - What are the major amenities and features? Walking trail, nature area.

- ♦ Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes - What is the cost? \$

For specific information about special amenities, see                     

**What are my maintenance and repair responsibilities for my unit?**

- ♦ A Unit Owner must maintain and repair

All maintenance of and repairs to any unit and to any limited common element appertaining to such unit shall be made by the owner of such unit.

For specific information about unit maintenance and repairs, see Pages 17-18, Section 11 of the by-laws

**Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?**

- ♦ Common element maintenance, repair and replacement is performed as follows:

shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

- ♦ How are repairs and replacements of the common elements funded? ☐ Unit owner assessments ☐ Reserve funds ☒ Both ☐ Other (specify):

- ♦ Limited common element maintenance, repairs and replacement is performed as follows:

- ♦ How are repairs and replacements of the limited common elements funded? ☐ Unit owner assessments ☐ Reserve funds ☐ Both ☐ Other (specify):

For specific information about common element maintenance, repairs and replacements see                     

Pages 17-18, Section 11 of the by-laws

**Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No Is there a Statutory Reserve Account (\*see note on page 3\*)? ☐ Yes ☐ No**

For specific information about this condominium's reserve funds for repairs and replacements, see                     

**How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?**

- ♦ Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units? ☐ Not applicable (no developer-owned units) ☐ No ☒ Yes - In what way? Units do not pay fees until there is a residence on the property.



- ◆ Are there any special provisions for the payment of assessment fees that apply only during the developer control period? ☒ No ☐ Yes - Describe these provisions: \_\_\_\_\_

For specific information about condominium fees during the developer control period, see \_\_\_\_\_

**Has the declarant (developer) reserved the right to expand this condominium in the future?**

- ◆ ☒ No ☐ Yes - How many additional units may be added through expansion? \_\_\_\_\_ units
- ◆ When does the expansion period end? \_\_\_\_\_
- ◆ Who will manage the condominium during the expansion period? \_\_\_\_\_

For specific information about condominium expansion plans, see \_\_\_\_\_

**May I alter my unit or enclose any limited common elements?**

- ◆ Describe the rules, restrictions and procedures for altering a unit: Plans and specifications for any improvement to be constructed within a unit shall be submitted to the Architectural Control Committee prior to the commencement of construction. \_\_\_\_\_
- ◆ Describe the rules, restrictions and procedures for enclosing limited common elements: \_\_\_\_\_

For specific information about unit alterations and limited common element enclosures, see Page 21, Section 14, paragraphs (a) through (e).

**Can any of the condominium materials be amended in a way that might affect my rights and responsibilities?**

- ◆ Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

For specific information about condominium document amendment procedures and requirements, see \_\_\_\_\_ by-laws

**Other restrictions or features (optional):** \_\_\_\_\_

This Executive Summary was prepared on 4/20/15 (insert date)  
by Ryan Erdmann, Seller (state name and title or position).

**\*Note:** A "Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.



From: Mark Macco (mark@hillcresthomes-wi.com)  
To: leemariegriffin@yahoo.com; steveday08@gmail.com  
Cc: markkerrigan@att.net  
Date: Friday, November 30, 2018, 11:43 AM CST

Hi Rosalie, Steven, Mark

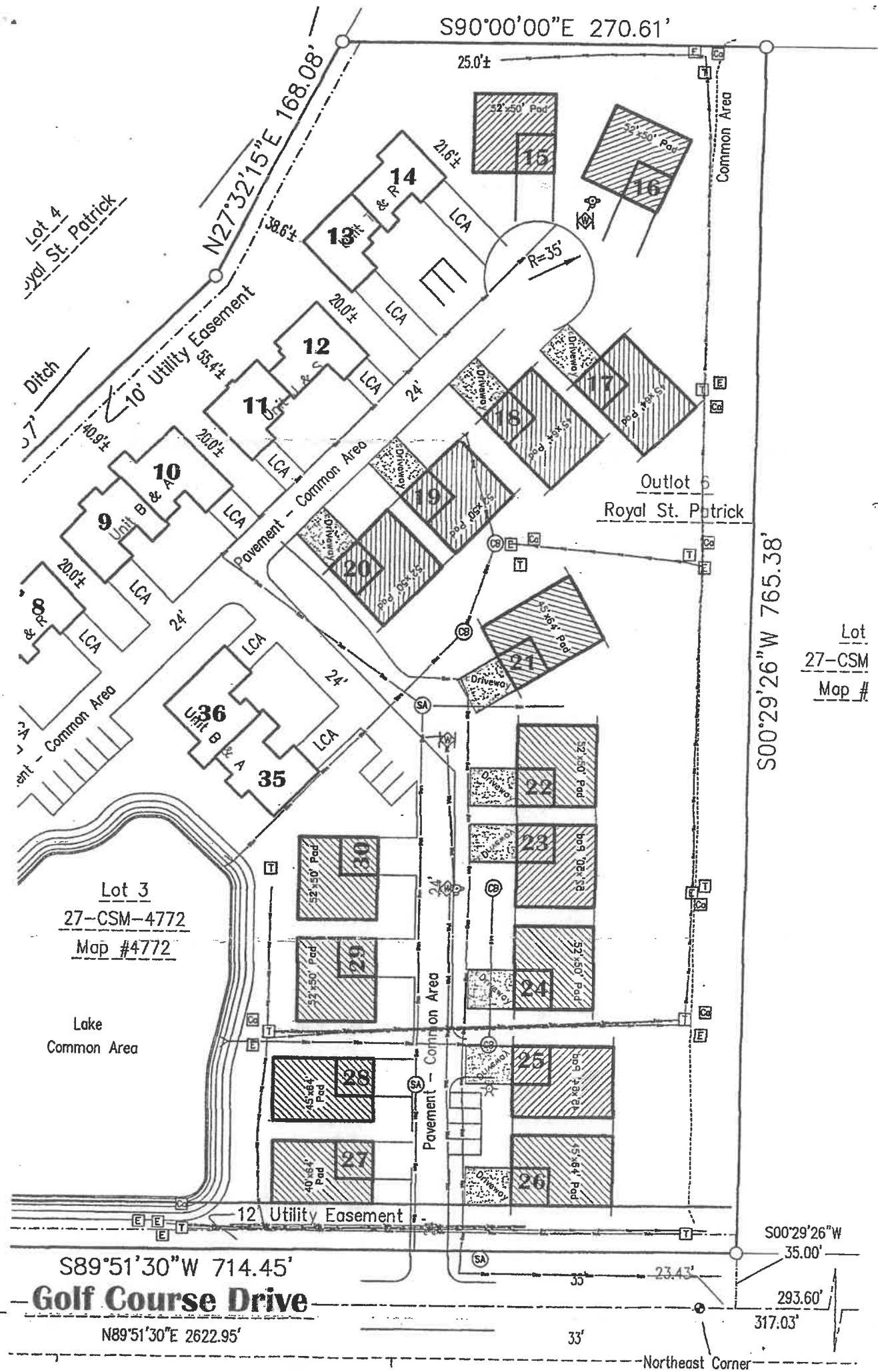
Thanks for sending your updated by-laws. I have attached what we had discussed in the past on how we would layout the single family homes for the balance of the vacant land. ( I would have thought that we would have shared with you?) If I remember correct the original site was for ten duplex style (20 new home owners) To get the single family homes to fit nicely on the balance of the vacant land you will see that the count goes down to 16 new home owners. We could put more in and get the count to 19 homes? I feel the layout is just too tight. Also keep in mind that new home construction cost are continually going up and up.

We do not have building plans for what the single family homes would look like. I would start off building ranch style homes only unless new home owner wanted two story. One thing that I would say is that I would want them to be similar in appearance to your existing buildings. I would gladly get some plans going if I feel this single family homes would go farther.

What is the general talk with the existing home owners on their thoughts of completing this project with single family homes?

Mark Macco  
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De Pere, WI 54115  
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# Killarney Harbor Condominium Association, Inc. By-Laws

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10/24/2018



**BY-LAWS of  
KILLARNEY HARBOR CONDOMINIUMS, INC.  
10/24/2018**

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\* 4.09

**BY-LAWS of Killarney Harbor Condominium Association, Inc.**  
**(A Wisconsin Non-Profit Corporation)**  
**As Amended 10/24/2018 articles 1.04, 6.07, 6.08, 10.01**

**SECTION 1: SCOPE AND DEFINITIONS**

**1.01 Scope.** These are the By-Laws of Killarney Harbor Condominium Association, Inc. a non-profit Corporation organized under Chapter 181, Wisconsin statutes, as the associated owners of Killarney Harbor Condominiums, a Condominium, situated in Outagamie County, Wisconsin.

**1.02 Definitions.** All definitions used in the Declaration of Condominium for Killarney Harbor Condominiums, a Condominium may be amended from time to time as recorded in the Register of Deeds Office for Outagamie County, Wisconsin, respecting the following described lands:

**Lot Three (3), Volume 27 Certified Survey Maps, Page 4772, Map No. 4772, said Map being part of out lot 6 of the recorded Plat of Royal St Patrick in the Village of Wrightstown, Outagamie County, Wisconsin.**

Shall apply to these By-Laws. Such Declaration of Condominium shall hereinafter be referred to as the "Declaration".

**1.03 Board.** "Board" as used herein shall mean the duly elected Board of Directors of the Association.

**1.04 Adjacent Area.** "Adjacent Area" as used herein shall mean the landscaped area of rocks, mulch, and any and all plantings bordering each unit.

**SECTION 2: MEMBERS AND VOTING RIGHTS**

**2.01 Members and Voting rights** Membership and voting rights in the Association shall be set forth in the Declaration. Where a unit is owned by a corporation Or partnership or other entity, there shall be filed with the Association Secretary (here in after the "Secretary") a statement designating one person to represent the owner (s) of the particular unit. Such statement shall be signed by the duly authorized officers thereof. The Secretary may request proof of such authorization. Such person (hereinafter referred to as the designated representative), shall have the sole right to cast the vote with respect to such unit except that person may designate by an appropriate proxy, presented to the Secretary before any meeting, another person in the event of absence. The phrase "designated representative" as used herein shall include any such person designated by proxy. Where a unit is owned by more than one person, other than a corporation or association, or partnership, all owners names must be on file with the Association Secretary as to portion of vote, i.e. 2, 1/3. The phrase "designated representative" shall apply herein to include any such person designated by proxy as to portion of a vote.

**2.02 Attendance by Others.** Any person other than a designated representative having an interest as a joint or common owner, or a partner or in a corporation owning a unit may attend a meeting, but shall not be entitled to vote.

**2.03 Owner Not to Split Vote.** If an owner designated representative has more than one vote, all such votes must be cast as a block and may not be divided.

**2.04 Designation of Others.** The owner (s) of a unit may designate a mortgagee or fiduciary as the designated representative for the owner. The personal representative of a unit owner shall have the right to vote upon the filing of the proof of death and the appointment a personal representative with the Secretary.



**2.05 Certificates and Proxies.** The Board shall set the requirements which shall be uniformly apply to all owners for a statement designation a representative, and for proxies pursuant hereto. If an appropriate statement or proxy is not filed with respect to a unit, the unit shall not have a vote until the appropriate statement or proxy is filed. A proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagor or lessee.

**2.06 Termination of Membership.** Membership or right to membership in the Association respecting any unit shall automatically terminate upon the transfer of ownership of such unit.

**2.07 Voting Prohibited in Case of Unpaid Assessment.** A unit Owner shall be prohibited from voting at a meeting of the Association if a statement of condominium lien has been filed with respect to such owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

### **SECTION 3: MEETINGS OF ASSOCIATION**

**3.01 Initial Meeting.** The initial meeting of the Association shall be held within 30 days after the occupancy of the first unit or sooner if so required bylaw, and shall be called by the Developer. Any business then necessary for the administration of the condominium may be taken up at such initial meeting.

**3.02 Annual Meetings.** There shall be an annual meeting of the Association on the fifteenth day of September following such initial meeting, and on the fifteenth (15<sup>th</sup>) day of September of each succeeding year thereafter at 6:30 pm or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by Written notice of the Board delivered to the members of the Association not less than 10 days prior the date fixed for said meeting.

**3.03 Special Meetings.** Special meetings of the Association may be called at any time for the purpose of considering matters which by the terms of the Declaration or these By-Laws, require the approval of all or some of the members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the members entitled to vote one-fourth (1/4) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

**3.04 Notices.** Notices of meetings required to be given herein may be delivered either personally or be mailed to the voting members, addressed to each such person at the address given by him to the Association for the purpose of service of such notice, or to the unit with respect to which such voting right pertains, if no address has been given to the Board. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed with postage thereon prepaid.

Every unit owner must furnish the Association with his or her name and current mailing address and no unit owner may vote at meetings of the Association until this information is furnished.

**3.05 Quorum.** The presence in person or by proxy at any meeting of voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, or by the Declaration any action may be taken at any meeting at which a quorum is present upon the affirmative vote of the members having a majority of the total votes present at such meeting.



## SECTION 4: BOARD OF DIRECTORS

**4.01 Election of Directors.** The initial Directors shall be elected as set forth in the Declaration. Thereafter, Directors shall be elected to replace those whose terms have expired, at the annual meetings of the Association. At least one-third of the Directors terms shall expire each year. Vacancies on the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election by the members present at the next annual meeting or at a special meeting of the members called for such purpose.

**4.02 Compensation of Directors.** Members of the Board shall receive no compensation for their services, unless expressly allowed by the direction of the voting members having two-thirds (2/3) of the total votes.

**4.03 Management of Condominiums.** Except as otherwise provided in these By-Laws or in the Declaration, the Condominium shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

**4.04 Managing Agent and Manager.** The board of Directors may employ for the Association a managing agent or a manager, at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

**4.05 Regular Meetings of Directors.** A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after the annual meeting of the Association. The place of such regular meeting shall be the same as the place of the meeting of members of the Association which precedes it, or such other suitable place as may be announced at such meeting of shareholders.

**4.06 Special Meetings.** Special meetings of the Board may be called by or at the request of the President, Secretary of the Association, or any two directors. The President or Secretary calling any special meeting of the Board may fix any place, within Outagamie County, Wisconsin as the place for holding any special meeting of the Board called by them.

**4.07 Notice: Waiver.** Notice of each meeting of the Board (except as provided in Section 4.04) shall be given by written notice delivered personally or mailed or given by telegram to each director at his business address or at such other address as such director shall have designated in writing filed with the Secretary, in each case not less than 12 hours prior thereto. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Notices shall specify the matters to be considered at any special meeting. Whenever any notice whatever is required to be given to any directors of the Association under the Declaration or these By-Laws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and objects there at to the transaction of any business because the meeting is not lawfully called or convened.

**4.08 Quorum.** Except as otherwise provided by law, the Declaration or these By-Laws, a majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board, but a majority of the directors present (though less than such quorum) may adjourn the meeting from time to time without further notice.



**4.09 Election of Officers.** The Board shall elect among its members, a President who shall preside over all meetings on behalf of the Association, and who shall be the chief executive officer of the Board; a Vice – President, in the absence of the President shall preside at meetings on behalf of the Association; a Secretary who shall keep written minutes of all meetings of the Board and of voting members who shall, in general perform all the duties incident to the office of Secretary, and a Treasurer who shall keep financial records and books of account of the Association and such additional officers as the Board shall see fit to elect. Any officer present at the Association meeting may count votes. The terms of office for the Officers of the KHCA, Inc board shall be three years and may continue to serve another three year term or multiple three year terms provided that 66% or more of voting members approve additional three year terms.

**4.10 Signature.** All agreements, contracts, deeds, leases, vouchers, for payment of expenditures and other instruments shall be signed by such officer, or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

**4.11 Additional Powers and Duties of the Board.** The Board shall have the following additional powers and duties:

- (A) To formulate policies for the administration, management (including the employment of agents) and operation of the Condominium;
- (B) To adopt rules and regulations, with written notice thereof to all unit owners, governing the administration, management, maintenance, operation, use, conservation and beautification for the Condominium and for the health, comfort, safety and general welfare of the unit owners, and to amend such rules and regulations from time to time;
- (C) To provide for any construction, alteration, installation, maintenance, repair, painting, and replacement of the common areas and facilities and for any other property for which the Board is responsible by law or under the Declaration and these By-Laws and for such purposes to enter and to authorize entry into any unit and/or limited common areas and facilities causing as little inconvenience to the unit owners as practicable and repairing any damage caused by any such entry at the expense of the unit owners;
- (D) To estimate the amount of the annual budget, and to provide the manner of assessing and collection from the unit owners their respective share of such estimated
- (E) To pay out of the common fund of the Association hereinafter provided for the following:
  - (1) Water, waste removal, electricity and telephone and other necessary utility services for the common areas and facilities;
  - (2) The services of a manager or managing agent or any other person or firm employed by the Board;
  - (3) Payment for the maintenance, repair and replacement of the common areas and facilities.
- (F) To bid for and purchase any unit in the Condominium, together with the undivided interest in the common areas and facilities applicable thereto, at a sale pursuant of a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of members entitled to vote, not less than 50% of the total vote of the Association;
- (G) To acquire insurance as set forth in the Declaration. The premiums for all such insurance shall be common expenses;
- (H) To invest surplus or reserve funds for the benefit of the Association;
- (I) To maintain current roster of the names and addresses of every unit owner to which notices of meetings of the Association shall be sent;
- (J) To borrow money and mortgage, acquire, and convey property by the Association in such manner as from time to time shall be determined by written resolution of the Board and in compliance with these By-Laws and applicable Wisconsin Non-stock Corporation Law.
- (K) to exercise any other powers and duties of the Board or unit owners as a group referred to in the Declaration, these By-Laws or the Condominium Ownership Act of the State of Wisconsin.



**4.12 Removal of Board Members.** Any Board member may be removed from office by affirmative vote of at least two-thirds (2/3) of the total votes of the Association, at annual meetings or any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the members at the same meeting or any subsequent meeting called for that purpose.

**4.13 Indemnity.** The members of the Board and the officers thereof, shall not be liable to the unit owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The unit owners shall indemnify and hold harmless each of such members or officers against all contractual liability to other arising out of contracts made by such members or officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these By-Laws. The liability of any unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the common areas and facilities bears to the total percentage interest of all the unit owners in the common areas and facilities.

**4.14 Board's Arbitration of Disputes.** In the event of any dispute or disagreement between any unit owners relating to any part of the Condominium, or any questions of determination thereof by the Board shall be final and binding on each of all of such unit owners.

## **SECTION 5: ASSESSMENTS**

**5.01 Assessments.** Each year on or before December 1<sup>st</sup>, the Board shall reasonably estimate the total amount necessary to pay the cost of functions authorized or required to be performed by the Board by the Act, the Declaration or these By-Laws during the ensuing calendar year, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 16<sup>th</sup>, notify each unit owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said amount of such estimate, with reasonable itemization thereof Said "estimate cash requirement" shall be assessed, effective as of January 1 of each year, to the unit owners according to each unit owner's percentage of ownership in the common elements as set forth in the Declaration. On or before January 1<sup>st</sup> of the ensuing year, and the 1<sup>st</sup> of each and every month of said year, each unit owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant of this paragraph. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery as the case may be.

At least two weeks before the date of each annual meeting of the Association, but no later than the annual meeting, the Board shall supply to all unit owners a reasonable itemized accounting of all expenditures for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected.

**5.02 Contingent Assessments.** If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any unit assessment, the Board may at any time levy a further assessment, which shall be assessed to the unit owners according to each unit owner's percentage ownership in the common areas and facilities. The Board shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount.



**5.03 Statutory Reserve Account.** The Board may build up and maintain a Statutory reserve account, which is a reserve fund that is funded with assessments designated for that purpose and included within the Annual Budget.

Funds in the statutory reserve account may be used for the repair and replacement of common elements, other than routine maintenance. Funds in the account may also be used for other specific purposes with the written consent of at least two-thirds of the unit votes, provided they are replaced within three years from the date of removal.

Reserve funds shall be deposited in a separate, segregated account maintained in the name of the Association. Funds held in the statutory reserve account may be invested only in those investments allowed by laws and any earnings therefrom applied proportionately to assessments required under this section.

For any year in which the Association shall maintain a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
3. The estimated remaining useful life of the Common elements, and
4. The approximate proportion of the estimated cost of repairing or replacing common elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

Following the period of Declarant control, if a Declarant has elected not to establish a statutory reserve account or to terminate an account, establishment of a statutory reserve account shall be addressed at the first Annual Meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of any period of Declarant control. The account may be established with the written consent of a majority of the unit votes. If the account is established, the Association must execute a statutory reserve account statement, unless with the written consent of at least two-thirds of the unit votes, elects not to establish a statutory reserve account. Upon the establishment of or the election not to establish the account, the Association shall execute a statutory reserve account statement.

"Statutory Reserve Account Statements" must bear the name of the condominium and shall be recorded with the Register of Deeds of Outagamie County, Wisconsin.

**5.04 Initial Expenses.** When the first Board elected takes office, it shall determine the "estimated cash requirement", if any, as hereinabove defined, for the period then commencing and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the unit owners during said period as provided in the Paragraph 5.01.

**5.05 Failure to Assess.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the unit owner shall not constitute a waiver or release in any manner of such unit owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the unit owner shall continue to pay the monthly maintenance charge at the then existing monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.



**5.06 Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common areas and facilities. Such records and the vouchers authorizing the payments shall be available for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the unit owner. Upon ten (10) day's notice of the Board and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

**5.07 Default in Payment of Assessment.** Any unpaid assessment shall bear interest at the current legal rate in Wisconsin. If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may file a statement of Condominium lien, bring suit for and on behalf of themselves and as representatives of the Association, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and actual attorney's fees. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the unit and the percentage interest in the common areas applicable there and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Condominium Ownership Act of Wisconsin.

## SECTION 6: PROVISION RESPECTING MAINTENANCE

**6.01 General.** Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit.

**6.02 Common Areas and Facilities.** Maintenance, repairs and replacements of the common areas and facilities shall be arranged by the Board as part of the common expenses, subject to the rules and regulations of the Board.

**6.03 Limited Common Areas.** At the discretion of the Board, maintenance, repairs and replacements of any limited common areas and facilities may be assessed in whole or in part to unit owners benefited thereby and further, at the discretion of the Board, it may direct such unit owners in the name and for the account of such unit owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers as may be required to protect the Condominium from all mechanic's or materialmen's lien claims that may arise therefrom.

**6.04 Discharge of Liens.** The Board may cause to be discharged any mechanic's liens or other encumbrances which, in the opinion of the Board, may constitute a lien against the Condominium or common areas and facilities, rather than against a particular unit and its corresponding percentage of ownership in the common areas and facilities. When less than all the unit owners are responsible for the existence of any such lien, the unit owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.



**6.05 Repairs to Protect Common Areas and Facilities.** Whenever the Board shall determine, in its discretion, that any maintenance or repair of any unit is necessary to protect the common areas and facilities or any other portion of the Condominium, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such unit owner, which notice maybe served by delivering a copy thereof to any occupant of such unit, or by mailing the same by certified or registered mail addressed to the owner at the unit. If such unit owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such unit owner.

**6.06 Damage Caused by Owner.** If, due to the act or neglect of an unit owner or of an authorized occupant or visitor of such unit owner, damage shall be caused to the common areas and facilities or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

**6.07 Owner Responsibility for Landscaping.** The unit owner is responsible for the following landscaping:

1. Each calendar year in the spring and fall, the trimming of shrubs in the front, side, and back of each unit is the responsibility of the unit owner.
2. If the unit owner chooses to hire a landscaper to perform the spring and fall trimming that payment is at the unit owner's expense.
3. The regular weeding of the adjacent areas on the front, side, and back of each unit is the unit owner's responsibility.
4. Landscaping on the side and the back adjacent areas is the unit owner's choice and shall be maintained by the unit owner. The Board may contact a unit owner in writing to alter this landscaping if it is deemed unsightly or jeopardizes the exterior or foundation of the building. The Board and the unit owner will come to an agreement on remedy. This will be entirely at the unit owner's expense.
5. If a shrub, bush, or tree in the front of the unit is in need of replacement the unit owner shall notify the Board and the Board and unit owner shall meet to discuss a replacement. If approved by the Board, the Association shall pay for the shrub, bush, or tree to be replaced.
6. Shrubs around the electrical boxes shall be maintained by the unit owners. If the unit owners choose to replace the shrubs, the unit owners shall contact the Board for approval.
7. All new landscaping must maintain adequate distances for mowing, at least 62 inches between landscaping and other. All new landscaping must be edged to minimize mowing issues.
8. In addition to Board consent, approval from adjacent neighbors is required before landscaping changes can be made for the back common areas.
9. If a unit owner elects to water their lawn and this necessitates more frequent lawn mowing it will be the responsibility of the unit owner to get it mowed.

**6.08 KHCA, Inc responsibility for landscaping, units, and common areas.** KHCA, Inc. is responsible for the following landscaping and maintaining common areas:

1. The KHCA, Inc. Board shall conduct an assessment of each unit as it relates to the landscaping, sidewalks, porches, roofs, brickwork, and gutters. This assessment shall be conducted in May or June of each year.
2. The KHCA, Inc. Board shall conduct an assessment of all common areas, i.e., trees around the pond, the berm, the KHCA sign, trees in front of each unit, plantings around the dusk to dawn lights, street lights, shrubs around electrical boxes, and trees behind each unit. This assessment shall be conducted in May or June of each year.
3. The regular weeding of the KHCA, Inc sign.
4. Annual trimming of trees, unless a unit owner specifically, in writing, declines and chooses to pay at their own expense.
5. Providing replacement mulch for the trees.



6. If a unit owner wants to add a tree or shrub in the common area in back of their unit, the unit member shall notify the Board and a meeting shall be held with the unit owner and adjacent neighbors to discuss this addition. If the neighbors and Board agree with the addition, the payment, upkeep, and removal of that addition is at the expense of the unit owner requesting the addition.
7. KHCA, Inc shall maintain and/or replace only one original tree in the front and back of each unit.
8. KHCA, Inc shall remove a dead, diseased, or an encroaching tree affecting a unit or units at the Board's discretion.

## **SECTION 7: TERMINATION OF OWNERSHIP**

**7.01 Default and Notice to Terminate.** Action to Terminate. If any unit owner (either by his own conductor by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of the Declaration or these By-Laws or regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to issue to said defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as a unit owner and to continue to occupy, use or control his unit, and thereupon an action may be filed by the Board against said defaulting owner seeking an injunction against said defaulting owner or occupant or, in the alternative, for a decree declaring the termination of said defaulting owner's right to occupy, use or control the unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting owner in the property shall be sold subject to the lien of any existing mortgages at a judicial sale upon such notice and terms as the court shall determine. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and a sale, and all such items shall be taxed against the said defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and all unpaid assessments hereunder or any liens, shall be paid to said defaulting owner.

## **SECTION 8: GENERAL PROVISIONS**

**8.01 Insurance Risks Prohibited.** Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the buildings, or contents thereof. No unit owner shall permit anything to be done or kept in a unit or in the common areas of facilities which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law.

**8.02 Outside Attachments.** Unit owners shall not cause or permit anything to be placed on the outside walls of the Buildings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the proper consent of the Board.

**8.03 Mailing Address of Association.** The mailing address of the Association shall be:  
C/O of the current President's Killarney Harbor Condominium address.



10/24/2018

## **SECTION 9: AMENDMENTS**

**9.01 Required Vote.** These By-Laws may be amended or modified from time to time by action or approval of the voting members having at least two-thirds (2/3) of the total votes, provided, however, that no provisions in these By-Laws may be amended or modified so as to conflict with the provisions of the Condominium Ownership Act of the State of Wisconsin or the Declaration.

## **SECTION 10: DISCLOSURE TO PROSPECTIVE BUYERS REGARDING DECLARATIONS AND BY-LAWS**

**10.01 Copy of Declarations and By-Laws** A copy of the Declarations and Bylaws shall be made available by the seller to any prospective buyers of their unit at KHCA, Inc.







Compose

Inbox  
Drafts  
Sent  
Spam (9)  
Trash (2)  
> Folders  
Recent

## Homeowner's Association Questionnaire

Date <u>6-24-13</u>	Loan #	Contact Name & Phone #
Project Name & Address <u>Killarney Harbor Condominiums - Golf Course Drive</u> <u>WRIGHTSTOWN NJ 08090</u>		

- Total # of legal phases in project: 2  
Total # of units in project: 36  
Subject property located in legal phase #: 1  
Total # of units in subject legal phase: 16
- # of units sold & conveyed in project: 15  
# of units sold & conveyed in subject phase: 15
- Are all units, common elements & amenities complete in subject project? Yes or No  
Are all units, common elements & amenities completed in subject legal phase? Yes or No  
If NO, what is incomplete?  
Number of units complete: \_\_\_\_\_
- Is the project subject to any additional phasing or annexation? Phase 2 Yes or No
- Has the Homeowner's Association been turned over to the unit owners? Yes or No  
If YES, provide date: 2010
- Does any investor own more than 10% of the total project? Yes or No
- Are there any monthly assessments delinquent more than 30 days? Yes or No  
If YES: \$ \_\_\_\_\_ # of units: \_\_\_\_\_
- Is any part of the project used for commercial purposes? Yes or No  
If YES, what percentage of square footage is used for commercial purposes? % \_\_\_\_\_ sq. ft. \_\_\_\_\_
- Is there any pending litigation involving the Homeowner's Association? Yes or No  
If YES, provide details & documentation of the circumstances surrounding litigation.
- Are you aware of any zoning and/or law (local, state or federal law) violations? Yes or No
- Are you aware if any of the HOA's legal documents contain language that does NOT protect the first mortgagee (lender's) rights due to First Right of Refusal, Foreclosure and/or Deed-in-Lieu? Yes or No
- If a unit is taken over in foreclosure or deed-in-lieu, is the mortgagee (lender) responsible for delinquent HOA dues? Yes or No  
If YES, are they responsible for \_\_\_\_\_ 0-6 months or X 7+ months
- Does the project allow rentals for less than 30 days? Yes or No
- Does the project have any hotel amenities (i.e. housekeeping, room service, maid service, onsite registration/check-in desk, etc)? Yes or No
- Are the units owned in Fee Simple X or Leasehold \_\_\_\_\_?  
Is the project subject to any deed restrictions (i.e. affordable, senior housing, etc.)? Yes or No

Please provide a copy of the HOA master insurance declaration page for the HOA project to include:

HOA to be named as insured, hazard insurance, liability insurance, fidelity bond, & flood insurance if applicable.

Signature of HOA Representative [Signature] date 6/24/13  
Printed Name of HOA Representative Veronica Trofka date 6/24/13  
Phone Number 920-337-2450

*Kitch Ave.  
Treasury  
into  
as member  
of financing*

Available on iOS  
and Android

Text me a link



# **2013 Wisconsin Statutes & Annotations**

## **703. Condominiums.**

### **703.163 Statutory reserve account.**

**Universal Citation:** WI Stat § 703.163 (2013 through Act 380)

#### **703.163 Statutory reserve account.**

**(1) DEFINITIONS.** In this section:

**(a)** "Reserve funds" means funds derived from assessments against unit owners that are deposited in a statutory reserve account. The term does not include funds for ordinary operations, including amounts held for operational contingencies.

**(b)** "Statutory reserve account" means a separate account established under this section to hold reserve funds.

**(c)** "Statutory reserve account statement" means a statement indicating whether a statutory reserve account has been established for a condominium and, if there is no statutory reserve account, how it is anticipated that future expenditures for the repair and replacement of common elements will be funded.

**(2) APPLICATION; OTHER RESERVE ACCOUNTS NOT AFFECTED.**

**(a)**

**1.** Except as provided in subds. 2. and 3., this section applies to condominiums consisting exclusively of units that are restricted to residential uses.

**2.** This section does not apply to a small condominium unless the declarant or the association, with the written consent of a majority of the unit votes, elects to be governed by this section.



**3.** This section applies to a condominium consisting of both residential and nonresidential units if the declarant or the association, with the written consent of a majority of the unit votes of the residential units and a majority of the unit votes of the nonresidential units, elects to be governed by this section.

**(b)** This section does not affect a reserve account or a similar account existing on November 1, 2004, or a reserve account or similar account established on or after November 1, 2004, that is not a statutory reserve account.

**(3) NEW CONDOMINIUMS; ESTABLISHMENT OF STATUTORY RESERVE ACCOUNT BY DECLARANT.**

**(a)** Except as provided in par. (c), the declarant of a condominium that is created on or after November 1, 2004, shall establish a statutory reserve account when the condominium is created and shall execute a statutory reserve account statement. The declarant shall determine the annual amount to be assessed unit owners for reserve funds after considering the factors under sub. (7) (a) to (e) and, if the condominium is a conversion condominium with more than 4 units, the report prepared under s. 703.33 (2) (cm) 1.

**(b)** Reserve fund assessments for the reserve account established under par. (a) may first be assessed on a particular unit when a certificate of occupancy has been issued that applies to that unit. The declarant may elect to defer payment of the accrued assessments for a particular unit until the first conveyance of that unit. The declarant may not defer payment of accrued reserve fund assessments for more than 5 years from the date the exterior construction of the building in which the unit is located is completed. The declarant is liable for all reserve fund assessments on a unit that accrue before the unit is conveyed. If there are accrued reserve fund assessments against a unit, the declarant shall disclose in writing to the first purchaser of the unit whether the declarant has included any accrued reserve fund assessments in the purchase price of the unit or, if not included, how any accrued assessment will be paid.

**(c)** The declarant may elect not to establish a statutory reserve account under par. (a) at the time the condominium is created or, at any time thereafter, may elect to terminate a statutory reserve account during the period of declarant control under s. 703.15 (2) (c). An election under this paragraph shall be made by executing a statutory reserve account statement.

**(4) NEW CONDOMINIUM; DETERMINATION BY ASSOCIATION TO ESTABLISH STATUTORY RESERVE ACCOUNT.** If a declarant has elected under sub. (3) (c) not to establish a statutory reserve account or to terminate an account, establishment of a statutory reserve account shall be addressed at the first annual meeting of the association held after, or at a special meeting of the association held within one year after, the expiration of any period of declarant control under s. 703.15 (2) (c). A statutory reserve account is established under this subsection with the written consent of a majority of the unit votes. If a



(e) Any other factor that the association considers relevant.

**(8) USE OF STATUTORY RESERVE ACCOUNT.**

(a) Except as provided in par. (b), funds in a statutory reserve account may be used for the repair and replacement of common elements, other than routine maintenance.

(b) Funds in a statutory reserve account may be used for normal repair or maintenance, customary services, or other operational costs in excess of amounts budgeted and any contingency funds available for these purposes, with the written consent of at least two-thirds of the unit votes. Funds from the statutory reserve account used under this paragraph must be replaced within 3 years from the date of withdrawal.

(9) PERMITTED INVESTMENT OF RESERVE FUNDS. Reserve funds may be invested in any of the investments listed under s. 66.0603 (1m) (a).

(10) LIABILITY IMMUNITY. No declarant, unit owner, association, or director, officer, manager, or employee of an association is liable in connection with the establishment or termination of, or decision not to establish or terminate, a statutory reserve account or for any deficiencies in the statutory reserve account that relate to the determination of amounts to be assessed for reserve funds. This subsection is in addition to any other liability protection available under law.

(11) RECORDING OF STATUTORY RESERVE ACCOUNT STATEMENT. Each statutory reserve account statement executed under this section shall bear the name of the condominium as it appears on the declaration, shall be prepared in the standard format for recorded documents under s. 59.43 (2m), and shall be recorded with the register of deeds of the county where the condominium instruments are recorded.

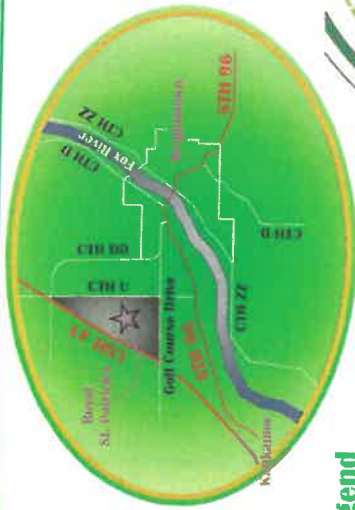
**History:** 2003 a. 283.

**Disclaimer:** These codes may not be the most recent version. Wisconsin may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.



# Royal St. Patrick

This map is for layout purposes only. For setbacks, easements and other restrictions see filed plat & restrictive covenants for development.





# ADDENDUM X

Lot #	Address	Description	Approximate Acres	Price
18	409 Peterlynn Dr	Golf/Water	0.23	\$35,000.00
19	421 Peterlynn Dr	Golf/Water	0.22	\$35,000.00
23	218 Theunis Dr	Corner	0.22	\$25,000.00
25	130 Theunis Dr	Zero lot line	0.24	\$15,000.00
26	124 Theunis Dr	Zero lot line	0.18	\$15,000.00
27	118 Theunis Dr	Zero lot line	0.15	\$8,333.00
28	112 Theunis Dr	Zero lot line	0.15	\$8,333.00
29	106 Theunis Dr	Zero lot line	0.22	\$8,333.00
30/2	103 Theunis Dr	Zero lot line	0.30	\$11,250.00
32/1	115 Theunis Dr	Zero lot line	0.30	\$11,250.00
34	338 Royal St Pat's Dr	Zero lot line	0.17	SOLD
35	332 Royal St Pat's Dr	Zero lot line	0.17	\$10,000.00
36	326 Royal St Pat's Dr	Zero lot line	0.17	SOLD
37	320 Royal St Pat's Dr	Zero lot line	0.17	SOLD
38	314 Royal St Pat's Dr	Zero lot line	0.35	\$15,000.00
39	296 Royal St Pat's Dr	Zero lot line	0.36	SOLD
40	290 Royal St Pat's Dr	Zero lot line	0.17	SOLD
41	284 Royal St Pat's Dr	Zero lot line	0.17	SOLD
42	278 Royal St Pat's Dr	Zero lot line	0.17	SOLD
43	272 Royal St Pat's Dr	Zero lot line	0.17	\$10,000.00
44	266 Royal St Pat's Dr	Zero lot line	0.17	\$10,000.00
45	260 Royal St Pat's Dr	Zero lot line	0.17	\$10,000.00
46	254 Royal St Pat's Dr	Zero lot line	0.17	\$10,000.00
47	248 Royal St Pat's Dr	Zero lot line	0.17	\$10,000.00
48	242 Royal St Pat's Dr	Zero lot line	0.17	\$10,000.00
49	236 Royal St Pat's Dr	Zero lot line	0.17	\$10,000.00
50	230 Royal St Pat's Dr	Zero lot line	0.17	SOLD
51	224 Royal St Pat's Dr	Zero lot line	0.17	\$10,000.00
52	218 Royal St Pat's Dr	Zero lot line	0.17	\$10,000.00
54	206 Royal St Pat's Dr	Zero lot line	0.31	\$25,000.00
55	Royal St Pat's Dr		2.42	\$60,000.00
57	287 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
58	281 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
59	275 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
60	269 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
61	263 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
62	257 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
63	251 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
64	245 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
65	239 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
66	233 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
67	227 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00

Lot #	Address	Description	Approximate Acres	Price
68	221 Royal St Pat's Dr	Zero lot line	0.14	\$12,500.00
69	215 Royal St Pat's Dr	Zero lot line	0.21	\$20,000.00
70	224 Royal St Pat's Dr		0.26	\$20,000.00
71	262 Peterlynn Dr		0.29	\$20,000.00
72	268 Paddy Ct		0.26	\$25,000.00
75	286 Paddy Ct			\$30,000.00
79	283 Paddy Ct		0.23	\$30,000.00
89	412 Peterlynn Dr	Shamrock Pk		\$25,000.00
91	251 Theunis Dr	Zero lot line	0.34	\$20,000.00
94	233 Theunis Dr	Zero lot line		SOLD
95	227 Theunis Dr	Zero lot line		SOLD
98	421 Royal St Pat's Dr	Zero lot line		\$12,500.00
99	427 Royal St Pat's Dr	Zero lot line		\$12,500.00
100	433 Royal St Pat's Dr	Zero lot line		\$12,500.00
101	439 Royal St Pat's Dr	Zero lot line		\$12,500.00
102	445 Royal St Pat's Dr	Zero lot line		\$12,500.00
103	451 Royal St Pat's Dr	Zero lot line		\$12,500.00
104	457 Royal St Pat's Dr	Zero lot line		\$12,500.00
105	453 Royal St Pat's Dr	Zero lot line		\$12,500.00
109	448 Gordon Way		0.26	\$20,000.00
111	433 Gordon Way		0.21	\$20,000.00
113	457 Gordon Way		0.21	\$20,000.00
116	460 Peterlynn Dr		0.21	\$20,000.00
117	448 Peterlynn Dr		0.21	\$20,000.00
119	433 Peterlynn Dr	Golf Side	0.22	\$25,000.00
120	445 Peterlynn Dr	Golf Side	0.25	\$25,000.00
121	457 Peterlynn Dr	Golf Side	0.26	\$25,000.00
123	545 Royal St Pat's Dr	Golf Side	0.29	\$25,000.00
124	551 Royal St Pat's Dr	Golf Side	0.29	SOLD
125	557 Royal St Pat's Dr	Golf Side	0.29	SOLD
126	563 Royal St Pat's Dr	Golf Side	0.29	SOLD
132	618 Linksvieview Ct	Golf Side	0.25	\$25,000.00
134	606 Linksvieview Ct/590 Royal St Pat's Dr	Golf Side	0.38	\$30,000.00
135	574 Royal St Pat's Dr	Golf Side	0.30	\$30,000.00
138	556 Royal St Pat's Dr	Golf Side	0.29	SOLD
139	550 Royal St Pat's Dr	Golf Side	0.29	\$30,000.00
140	544 Royal St Pat's Dr	Golf Side	0.29	\$25,000.00
141	538 Royal St Pat's Dr	Golf Side	0.29	\$25,000.00
142	532 Royal St Pat's Dr	Golf Side	0.28	\$25,000.00
143	526 Royal St Pat's Dr	Golf Side	0.29	\$25,000.00
146	508 Royal St Pat's Dr	Golf Side	0.44	\$25,000.00



## Addendum \_\_\_\_\_

Addendum to the Offer to Purchase dated \_\_\_\_\_, for the property located at  
(Lot#/Street) \_\_\_\_\_, in  
the Village of Wrightstown, Outagamie County, Wisconsin.

### Planned Development District Royal St Patrick's - Wrightstown

Buyer(s) is/are aware that this is a Planned Development District, and that Ownership of the Property will be fully subject and subordinate to a Declaration of Conditions, Protective Covenants and Easements (the "Declaration") recorded in the office of the Outagamie County Register of Deeds designed to closely regulate the use and development of the Property in order to preserve and enhance the property values of all lots located in the Royal St. Patrick's Residential Development. The Buyer's obligation to close on the sale is subject to its review and approval of the Declaration. If the Buyer provides written notice canceling this Offer within five (5) days following receipt of the Declaration, time being of the essence, then the Offer shall be null and void and all earnest money shall be returned to Buyer; otherwise said contingency shall be deemed waived and Buyer shall remain fully obligated under the Offer. The Declaration is an important legal document and should be reviewed carefully.

Buyer(s) hereby acknowledges receipt of the Declaration and notice of the **RELEASE/WAIVER** included therein.

All plans and plot plans must be approved by Seller/Developer prior to issuance of a building permit by the Village of Wrightstown.

**Buyer(s):**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date:

**Seller:**

*Royal St. Patrick's  
Development Corporation*

\_\_\_\_\_  
By: .....

\_\_\_\_\_  
Date:



\*\*\*\*\*

Instructions: Attach Signed Copy to Offer to Purchase





**Declaration of Conditions  
Protective Covenants and  
Easements for the Royal St.  
Patrick's Residential  
Development**





Royal St Patrick's

DECLARATION OF CONDITIONS, PROTECTIVE COVENANTS  
AND EASEMENTS FOR THE  
ROYAL ST. PATRICK'S RESIDENTIAL DEVELOPMENT,  
WRIGHTSTOWN, WISCONSIN

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**DECLARATION OF CONDITIONS, PROTECTIVE COVENANTS  
AND EASEMENTS FOR THE  
ROYAL ST. PATRICK'S RESIDENTIAL DEVELOPMENT,  
WRIGHTSTOWN, WISCONSIN**

THIS DECLARATION, MADE THIS 23rd day of August, 2002, by ROYAL ST. PATRICK'S DEVELOPMENT CORPORATION hereinafter called "the Developer".

**WITNESSETH:**

WHEREAS, the Developer is the owner of the real property located in the Village of Wrightstown, Outagamie County, Wisconsin, legally described on Exhibit "A" attached hereto, and desires to subject said real estate to the conditions, restrictions, covenants, reservations and easements for the benefit of said real estate as a whole and for the benefit of each owner of any part thereof and in so doing will benefit the Village of Wrightstown.

NOW THEREFORE, the Developer hereby declares that the real estate described on Exhibit "A" shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements set forth in this Declaration which shall inure to the benefit of and pass with said real estate and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof and this Declaration will be recorded with the Outagamie County Register of Deeds and a copy of which shall be given to the original purchaser of any single family Lot within Royal St. Patrick's.

**ARTICLE I**

**PURPOSE, DEFINITIONS AND USE RESTRICTIONS**

**1.1 General Purpose.**

The general purpose of this Declaration is to help assure that Royal St. Patrick's will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of open spaces, to ensure the best use and the most appropriate development and improvement of each Lot; to protect owners of Lots against such use of surrounding Lots as will detract from the residential value or enjoyment of their property; to prevent the erection of Homes, garages, Structures and Improvements within Royal St. Patrick's which do not conform with the design or general aesthetics of the existing, planned or neighboring Homes, garages, Structures and Improvements; to obtain harmonious use of material; to ensure the highest and

best residential development of Royal St. Patrick's and the Lots located therein: to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from streets, and adequate spaces between Homes, garages, Structures and Improvements to ensure light, air, privacy and to minimize damage from fire, and to otherwise secure mutual enjoyment of benefits for owners and occupants of Lots within Royal St. Patrick's.

**1.2 Definitions.**

- A. "Association" shall mean the ROYAL ST. PATRICK'S HOMEOWNERS ASSOCIATION, INC., a Wisconsin not-for-profit corporation which shall be organized and incorporated under this Declaration.
- B. "Basement" shall mean any unfinished area below grade.
- C. "Common Areas" shall mean any area within Royal St. Patrick's which is not a Lot or a dedicated street or other dedicated area for which the Village has assumed responsibility for maintenance and which is conveyed by Developer to the Association or any other area within Royal St. Patrick's designated at any time in the future by the Developer or the Association as a Common Area. Common Areas include any facilities located on the Common Areas. Common Areas do not include areas of an Owner's Lot which cannot be built upon because of municipal or state restrictions.
- D. "Developer" shall mean ROYAL ST. PATRICK'S DEVELOPMENT CORPORATION, as well as any Successor-Developer.
- E. "Family" shall mean one or more persons related by bond, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or groups of persons where three or more are not so related or engaged as household employees.
- F. "Fence" shall mean an enclosing barrier consisting of vegetation, wood, stone, metal or other material. The term Fence shall be construed to include plantings, such as hedges.
- G. "Golf Course" shall mean the 19-hole golf course being constructed by Developer on land near or adjacent to Royal St. Patrick's, including the real estate designated on the Plat of Royal St. Patrick's as Lots 2, 4, 55 and Outlots 1, 2, 3 and 4, together with all buildings and other improvements which are or may hereafter be constructed or located thereon.





Royal St Patrick's

H. "Home" shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

I. "Home Occupation" shall mean any occupation, except for professional offices, carried on by a member of the immediate Family residing on the Lot in connection with which there is used no sign or display that will indicate from the exterior that the Home is being utilized in whole or in part for any purpose other than that of a dwelling; there is no commodity sold upon the Lot; no person is employed on the premises other than the member of the immediate Family residing thereon; and no mechanical or electrical equipment is used except such as permissible and commonly used for purely domestic or household purposes. No accessory building shall be used for such Home Occupation.

J. "Lot" shall mean a platted lot within Royal St. Patrick's identifiable by reference to a name and lot number, and which has been expressly made subject to this Declaration. The term "Lot" does not include any portion of the Golf Course.

K. "Lot Owner," "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate and shall include land contract vendees and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

L. "Plat of Royal St. Patrick's" shall mean the subdivision plat recorded with the Outagamie County Register of Deeds on August 16, 2002 in Cabinet "j", Pages 1-10 as Document No. 1480965, including platted Lots 1-97 and Outlots 1-6.

M. "Property" shall include a Lot and all improvements thereon.

N. "Recreational Vehicles" shall mean all boats and other watercraft, trail bikes, travel trailers and vans, motor homes, snowmobiles, dune buggies, golf carts, trailers of any type and other off-street motorized vehicles of any kind.

O. "Royal St. Patrick's" shall mean the lands described on the attached Exhibit "A", and such other portions of real estate as may become subject to this Declaration pursuant to an amendment hereto, excluding lands now or hereafter dedicated to the Village.

- 3 -



Royal St Patrick's

P. "Section" shall mean all those provisions within a numbered heading of this Declaration.

Q. "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: Home, building, outbuilding, shed, booth, garage, carport or aboveground storage facility; tent; exterior lighting or electric fixture, antenna, tower, pole or bug control device; antenna, tower, dish or other device, free-standing or attached, for the transmission or reception of electronic signals; Fence, retaining or other wall, fountain, in-ground swimming, wading pool or hot tub; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo, tree house or other exterior play equipment; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

R. "Successor-Developer" shall mean any person, corporation, partnership or other entity to which Developer expressly assigns or otherwise transfers its rights and obligations hereunder, or any successor to the Developer by operation of law.

S. "Village" shall mean the Village of Wrightstown, Outagamie County, Wisconsin.

T. "Zero Lot Line Lots" shall be defined as Lots 26-28, 31, 34-37, 40-52, 57-68, 90-96 of the Plat of Royal St. Patrick's and future Lots 98-106 (note: Lots 98-106 will be in future additions and the designation of said Lots 98-106 as Zero Lot Line Lots is subject to change within the sole discretion of the Developer).

### 1.3 Property Subject to this Declaration.

The following real estate shall be subject to this Declaration: Lots 3, 5-23, 25-54 and 56-97 of the Plat of Royal St. Patrick's recorded with the Outagamie County Register of Deeds on August 16, 2002 in Cabinet "i", Pages 1-10 as Document No. 1480965 and such other portions of real estate as may become subject to this Declaration, pursuant to an amendment hereto; provided however, any residential condominiums constructed on Lots 1, 3, 24 and Outlot 6 of the Plat of Royal St.

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Patrick's may be subject to this Declaration and the Bylaws of the Association, as determined by the Developer in its sole discretion.

#### 1.4 Land Use and Building Type.

- A. Except as otherwise provided for in Section 1.4(C) below, any and all Lots located within Royal St. Patrick's shall be used for single family residential purposes only, except that a Home Occupation may be conducted in or from any Home. Provided, however, if a Home Occupation is conducted from a Home, any conduct in connection with the Home Occupation or incidental thereto which creates or becomes a nuisance to the other Lot Owners, as determined within the sole discretion of the Developer, shall be prohibited.
- B. The Developer or any builders approved by the Developer shall have the right to construct model homes which may be used as temporary sales offices, provided said builders receive prior written consent from Developer.
- C. Lots 26-28, 31, 34-37, 40-52, 57-68, 90-96 of the Plat of Royal St. Patrick's and future Lots 98-106 of Lot 3 of the Plat of Royal St. Patrick's (note Lots 98-106 will be in future additions and the designation of said Lots 98-106 as Zero Lot Line Lots is subject to change within the sole discretion of the Developer) shall be designated "Zero Lot Line Lots" and shall be restricted to residential purposes only. All other future subdivided Lots of Lot 3 of the Plat of Royal St. Patrick's, except Lots 98-106 or any other Lots which may be designated by the Developer as Zero Lot Line Lots, shall be conventional Lots and shall be restricted to single family Homes.

#### 1.5 Use of Golf Course.

- A. The Golf Course is private property owned by the Developer or its affiliates or assigns. No Lot Owner shall have access to or rights to use or enjoy the Golf Course or any part thereof by virtue of ownership of a Lot in Royal St. Patrick's. Any and all use of the Golf Course shall be subject to the terms, requirements, fees and other conditions established from time to time by the Developer in its sole and absolute discretion. No special privileges with respect to use of the Golf Course shall exist except as set forth in writing signed by the Developer or the owner of the Golf Course.
- B. Each Lot in Royal St. Patrick's which is located adjacent to any portion of the Golf Course shall be subject to a perpetual, non-exclusive easement hereby established by the Developer for the benefit of the owner of the Golf

Course, the Golf Course and its users, for purposes of permitting the flight, landing and retrieval (but not hitting) of errant golf balls.

#### 1.6 RELEASE/WAIVER.

THE LOT OWNER HEREBY ACKNOWLEDGES THAT THERE SHALL BE NO RECOURSE TO AND HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS, ACTIONS, RIGHTS, DAMAGES OR LIABILITIES AGAINST THE DEVELOPER, ITS SHAREHOLDERS, DIRECTORS, OFFICERS AND AFFILIATES, AND THE OWNER OF THE GOLF COURSE, ARISING OUT OF OR RELATED TO ANY PROPERTY DAMAGE OR PERSONAL OR BODILY INJURIES, COSTS, EXPENSES OR OTHER DAMAGES INCURRED OR SUFFERED WITHIN ROYAL ST. PATRICK'S ON ACCOUNT OF USE OF THE GOLF COURSE BY LOT OWNER OR ANY THIRD PARTY.

#### 1.7 Use and Maintenance of Common Areas.

Common Areas shall be defined as any area within Royal St. Patrick's which is not a Lot or a dedicated street or other dedicated area for which the Village has assumed responsibility for maintenance and which is conveyed by Developer to the Association or any other area within Royal St. Patrick's designated at any time in the future by the Developer or the Association as a Common Area. Common Areas include any facilities located on the Common Areas. Common Areas do not include areas of an Owner's Lot which cannot be built upon because of municipal or state restrictions.

- A. The Association shall maintain the Common Areas so as to be neat and attractive in appearance. Any signs, monuments, structures or landscaping constructed by the Developer or the Association for the general benefit of the Lot Owners shall also be properly maintained by the Association.
- B. The Developer or the Association shall be permitted, if cost effective and consistent with prudent management practices to contract with the Golf Course owner, or any condominium or other homeowner's association managing a portion of Royal St. Patrick's for the rendering of services to maintain the Common Areas.
- C. Each Lot Owner shall have the non-exclusive right and limited easement to use and enjoy the Common Areas, but only for the purposes for which such Common Areas are intended. Such right and easement shall be subject to this Declaration, to the rules and regulations of the Association, and to any





restrictions or limitations contained in any deed or amendment to this Declaration which effect the Common Areas. Each Lot Owner may delegate his or her right of use and enjoyment to his or her Family members, guests, and tenants, subject to reasonable regulations by the Association. A Lot Owner shall be deemed to have made such delegation to the tenant of any leased Lot or Home.

#### 1.8 Manufactured or Relocated Homes.

No Home shall consist of and there shall not be permitted upon any Lot, (i) any dwelling unit or Home, a substantial portion of which was fabricated and assembled off-site, including without limitation, any mobile home, manufactured home or other dwelling unit constructed or fabricated at one location with intention for occupancy at another location, or (ii) any other dwelling unit or Home which is constructed or located outside of Royal St. Patrick's and thereafter sought to be moved into Royal St. Patrick's. It shall be within the Developer's sole discretion as to whether a dwelling unit or Home violates this Section.

#### 1.9 Mailboxes and Lampposts.

A. Mailboxes. Developer, within Developer's sole discretion, may require cluster mailboxes on certain streets or portions of streets located in Royal St. Patrick's. The Developer shall be solely responsible for the costs related to the installation of the cluster mailboxes. All Lot Owners whose mailboxes are contained within one of the cluster mailboxes, if any, located in Royal St. Patrick's shall be equally responsible for the maintenance of any and all cluster mailboxes located in Royal St. Patrick's and any costs incidental thereto.

B. Lampposts. Each Lot Owner shall be required to purchase a lamppost from the Developer at a cost of \$750.00 prior to the completion of the construction of any Home. The Lot Owner shall be solely responsible for the installation and maintenance of the lamppost, and any costs incidental thereto, at locations selected and approved by the Developer to insure harmony of appearance in Royal St. Patrick's. Unless otherwise determined by the Developer, the lampposts shall be installed at a location approximately ten (10) feet inside the front Lot line. The lamppost shall be wired to the Home and lit from dusk to dawn. Burned out light bulbs are to be replaced within 72 hours. The Association shall have the right to replace light bulbs and charge the Lot Owner for the costs related to the replacement light bulbs and labor to install the same.



#### 1.10 Nuisances.

No noxious odors shall be permitted to escape from any Lot and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any Lot. Outside parking of any inoperable motor vehicles, campers, Recreational Vehicles, other materials, vehicles or any large objects on any Lot is prohibited.

#### 1.11 Sidewalks.

All sidewalks where installed shall be kept free and clear of snow and ice at the sole expense of the abutting Lot Owner. The Developer or the Association, as the case may be, shall maintain and clear the sidewalks of snow and ice and the abutting Lot Owners shall be billed their portion of such maintenance/clearing. The following Lots shall be subject to all fees related to the maintenance and clearance of snow and ice from the abutting sidewalks: Lots 5, 23, 25-54, 56-68 (Theunis Drive from Golf Course Drive to Royal St. Pat's Drive, Royal St. Pat's Drive, Kerrigan Drive and Kussow Way), and any and all future Lots to be platted and developed with frontage on Royal St. Pat's Drive, Kussow Way, Kerrigan Drive, Theunis Drive (from Golf Course Drive to Royal St. Pat's Drive) or elsewhere as determined in the sole discretion of the Developer.

#### 1.12 Signs.

No permanent sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than six (6) square feet per side of the sign advertising the Lot and/or Home for sale and one standard sign (showing the Lot Owner's name) shall be allowed. The standard sign (showing the Lot Owner's name) shall be approved by the Developer for uniform use in terms of size, design, appearance and location for each Lot in Royal St. Patrick's. Provided, however, if a sign creates or becomes a nuisance to the other Lot Owners, as determined within the sole discretion of the Developer, said sign shall be removed at the Lot Owner's sole expense. All signs shall be located at least ten (10) feet back from the Lot line.

#### 1.13 Fences and Walls.

No Fence, wall, hedge, or screen planting shall be installed unless decorative in nature and compatible with the other Lots in Royal St. Patrick's. The erection of a Fence on a Lot is considered an Improvement requiring approval of the Developer. The prior written consent of the Golf Course Owner is required if the proposed Fence to be erected is on a Lot which is adjacent to or abuts the Golf Course.





In general, fencing will be discouraged other than for protection of swimming pools as described in Section 1.19 below. Cyclone and other metal fences, except wrought iron fences, are specifically prohibited.

No Fence shall be erected, enlarged or altered within Royal St. Patrick's unless two (2) copies of the application for the erection, enlargement or alteration of the Fence are submitted to the Developer (one (1) copy will remain with the Developer) for the Developer's approval prior to the submission of the application to the Village for a permit. A sketch or design of the proposed Fence shall be submitted with the application for the permit. The location, type of material, construction and height must comply with this Section and the Village of Wrightstown Code before a permit may be issued.

#### General regulations:

- A. No Fence shall be erected, permitted or maintained which has harp or pointed pickets or is otherwise dangerous to life and limb.
- B. The most attractive side of a Fence shall face adjoining property or a public right of way.
- C. A Fence, wall or hedge may be erected, placed, maintained or grown on a Lot line.
- D. Hedges shall be confined to the Lot on which they are planted.
- E. No Fence, wall or hedges shall be erected, maintained or grown to a height exceeding three (3) feet above the street grade in a vision triangle located within twenty-five (25) feet of the intersection of any street right of way lines projected. The Developer, Association or Village Building Inspector shall have the authority to notify the Lot Owner to lower the Fence, wall or hedge to a height of less than three feet and direct that hedges be continuously trimmed or removed so as not to create a traffic or safety hazard.
- F. Fences and walls shall be maintained in a good state of repair.
- G. On Lots with double frontage, Fences shall conform to the front yard requirements for both streets, except where one street is officially designed no access.



a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner, as determined within the sole discretion of the Developer, and is not allowed to run at large. Dog houses are not allowed except with prior written consent from the Developer and only after plans showing the design and use of such dog house are approved by Developer. Said approval is within the sole discretion of the Developer.

#### 1.16 Garbage, Refuse, Compost and Woodpiles.

All trash, garbage and debris shall be kept in sanitary containers suitably screened from view from streets and adjoining Lots. Sanitary containers shall not be placed in front of the Home until the day before pickup.

There shall be no burning or burial of any garbage, trash, or debris at any time, unless approved by the Developer prior thereto, and conducted in compliance with all applicable laws and ordinances. Compost and woodpiles shall be screened from view of the streets and adjoining Lots. Firewood storage shall be limited to private use only and shall not be sold by the Lot Owner or any other person or entity.

#### 1.17 Lakes.

The lakes, ponds, streams, drainage ways and storm water detention/retention facilities located within or adjacent to Royal St. Patrick's are privately owned by the Golf Course and are part of the Village's storm water management program. There shall be no swimming or wading within, or any floating or other navigation upon any lakes, ponds, streams, drainage ways or storm water detention/retention facilities located within or adjacent to Royal St. Patrick's or the Golf Course.

No fishing is permitted on the lakes, ponds, streams, drainage ways or storm water detention/retention facilities located in or adjacent to Royal St. Patrick's or the Golf Course.

The deposit of fertilizer, grass clippings, or other organic materials into lakes, ponds, streams, drainage ways or storm water detention/retention facilities located within or adjacent to Royal St. Patrick's or the Golf Course or any other polluting thereof shall be prohibited. Brush piles, fish cribs, stones, rocks, gravel or trees shall not be deposited into any lake, pond, stream, drainage way or storm water detention/retention facility.

No fish or other aquatic animals shall be released into the lakes, ponds, streams, drainage ways or storm water detention/retention facilities and anyone releasing unauthorized fish or other aquatic animals into the lakes, ponds, streams,





#### Maximum heights of Fences:

- A. Three (3) feet from the building set back to the front Lot line, except that Fences open to vision with a ninety percent (90%) see thru design may be increased to four (4) feet height.
- B. Corner lots: three (3) feet from the building setback to the side Lot line, except that Fences open to vision with ninety percent (90%) see thru design may be increased to four (4) feet in height.
- C. Seven (7) feet on the rear Lot line.
- D. Seven (7) feet on an interior side Lot line from the rear of the Lot to the front setback line.

In addition to the restrictions contained herein all Fences shall comply with all applicable laws and ordinances, including but not limited to the Village of Wrightstown Code.

#### 1.14 Restrictions on Use of Recreational Vehicles.

Recreational Vehicles (which shall be defined to include, but not be limited to, boats and other watercraft, trail bikes, travel trailers and vans, motor homes, snowmobiles, dune buggies, golf carts, trailers of any type and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Lot outside an enclosed garage for more than four (4) consecutive days or more than thirty (30) days in any one calendar year, except for temporary storage for loading and unloading purposes for a period of not more than twenty-four (24) hours. Such Recreational Vehicles shall not be used or operated on any Lot or otherwise within Royal St. Patrick's, except on dedicated streets in accordance with applicable traffic laws. No repairs of any Recreational Vehicle shall be permitted on a Lot except in the garage of the Home located on such Lot.

#### 1.15 Animals and Pets.

No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other normal household pets may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable manner or which may be contrary to applicable law (no more than three (3) dogs or cats are permitted per Lot). The Lot Owner shall obtain any and all licenses that may be required by the Village. The right of any Lot Owner to keep such



drainage ways or storm water detention/retention facilities shall be charged removal costs at the Developer's discretion.

The feeding or releasing of ducks and geese within Royal St. Patrick's shall be prohibited.

No cars, trucks, snowmobiles or other motorized vehicles, cross country skis or other devices are allowed on the lakes, ponds, streams, drainage ways or storm water detention/retention facilities during the winter or at any other time.

The Developer shall not be liable for costs, expenses, damages or injury incurred by those Lot Owners or their guests or invitees who violate these restrictions. Lot Owners are solely responsible for abiding by and enforcing all covenants and restrictions and will bear any costs, or damages or restitution necessary because of the actions of their children, guests, or invitees.

#### 1.18 Antenna, Solar Panels, Windmills and Clothes Line Poles.

No roof-top, tower-mounted or other external antenna or satellite dish in excess of eighteen (18) inches in diameter, for television or radio reception or transmission, or for other electronic transmission or reception or solar heating panels shall be erected or used without the prior written consent of the Developer, which consent may be denied in the Developer's sole and absolute discretion. Windmills (excluding the standard size lawn ornaments) and clothes line poles shall not be permitted on any Lot.

#### 1.19 Swimming Pools.

Only in-ground swimming pools and hot tubs (both in-ground and above-ground) shall be permitted within Royal St. Patrick's. In addition to the restrictions contained herein, the swimming pool, hot tub, and the protective Fence shall comply with all applicable laws and ordinances, including but not limited to the Village of Wrightstown Code, and shall be subject to final approval by Developer.

#### 1.20 Maintenance Easement on Zero Lot Line Lots.

Lots 26-28, 31, 34-37, 40-52, 57-68, 90-96 of the Plat of Royal St. Patrick's and future Lots 98-106 (note Lots 98-106 will be in future additions and the designation of said Lots 98-106 as Zero Lot Line Lots is subject to change within the sole discretion of the Developer) are designated as "Zero Lot Line Lots" and permit buildings to be located on a Lot boundary line. In such cases, an easement is granted over the adjoining Lot for a distance of ten (10) feet for the purpose of providing access for maintenance of the building wall located on or near the adjoining Lot line.





No Fences can be erected unless it has an opening or door which leaves access to this area.

#### 1.21 Deemed Nuisances.

Every violation of this Declaration is hereby declared to be and to constitute a nuisance, and every public and private remedy allowed for such violation by law or equity against a Lot Owner or other offender shall be applicable and available to the Developer, the Association or any other Lot Owner, as the case may be. Any Lot Owner in violation of this Declaration shall be responsible for all costs, including attorney's fees, incurred by the Developer, Association or other Lot Owners, as the case may be, as a result of the enforcement of this Declaration and the correction of any violations thereof.

#### 1.22 Removal of Nonconforming Improvements.

The Developer, or the Association, as the case may be, after reasonable notice to the Lot Owner or other offender, may, in its own right or as agent for each of the other Lot Owners, bring an action in law or equity to remove any Improvement constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration, and the Owner of the offending Improvement shall reimburse the Developer or the Association, as the case may be, for all expenses incurred in connection with such action, including costs and reasonable attorneys' fees.

### ARTICLE II

#### CONSTRUCTION OF IMPROVEMENTS

##### 2.1 Architectural Control.

- A. In the interest of promoting attractive design, it is preferred but not required that any Home, garage or other Structure or Improvement of any kind be designed by an architect or practicing home designer.
- B. No Home, garage or other Structure or Improvement of any kind shall be installed, erected, constructed or placed on any Lot in Royal St. Patrick's (or altered or changed with respect to layout, location or exterior design, appearance, elevation or material composition) without (a) prior submission of two (2) sets of detailed plans and specifications to the Developer for its review; and (b) acquisition of prior written approval by the Developer with respect thereto. Plans to be considered appropriate for review by the Developer must include the following (unless the Developer advises a Lot Owner in writing to the contrary): construction drawings, plans and specifications (preferably



prepared by an architect or a qualified home designer if the Improvement involves construction of a Home, garage or addition or change to either; showing dimensions and composition of exterior materials and a plot plan showing the location of the Improvement with respect to set-backs from Lot lines and other buildings and Improvements, finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the Developer as it may reasonably request. The design, layout, and exterior appearance of each Home shall be such that, in the sole opinion of the Developer at the time of approving the building plans, the Home, garage or other Structure or Improvement will have no substantial adverse affect upon Property values in Royal St. Patrick's.

C. The Developer may deny or withhold approval of any proposed Home, garage or other Structure or Improvement based upon any one or more of the following factors: in the Developer's sole discretion, any one or more of the general purposes specified in Section 1.1 will not be satisfied; material composition and quality; exterior design and appearance; coordination with other existing or contemplated Structures or Improvements; location with respect to topography and existing surroundings; set-backs; finished grade elevations; access; drainage or landscaping; the general appearance of the proposed Home, Structure, Improvement or plan relating to the same does not conform with the existing or planned Structures, Homes, neighboring buildings or the general purpose intended for Royal St. Patrick's; and general aesthetics. In the event Developer or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced within one year from the date of the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

D. Without intending to limit the generality of the foregoing, it is intended that the exterior appearance of any portion of a Home, garage or other Structure or Improvement may not be changed in any significant respect without the prior written consent of the Developer.

E. No building or Home shall be erected, altered, placed, or permitted to remain on any Lot, which exceeds two and one-half stories in height (not including Basement) or thirty-five (35) feet above grade (above grade is eight (8) inches below top of foundation), whichever is less, except with prior written consent of the Developer. Heights of all other structures shall be



subject to Developer's approval. All single family Homes constructed shall have a Basement.

F. No building permit from the Village may be applied for unless the plan and application submitted to the Village building inspection department has a signed approval on it by the Developer. Prior to submitting the plan and application to the Village for the issuance of a building permit, the Lot Owner must submit 2 sets of original applications, plans and specifications to the Developer for review and approval. In the event Developer or its designated representative fails to approve or disapprove the plan and specifications within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced within one year from the date of the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

G. An attached enclosed garage shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home. All garages shall not be less than 2 stalls. No more than 3 stalls shall be to the front of the Home. Any additional stalls in excess of 3 shall be to the side or rear of the Home.

H. The requirements set forth in this Section may be modified by the Developer in situations resulting from unusual building or Lot conditions or aesthetic or other factors deemed appropriate by the Developer in its sole discretion. Corner Lots and odd-shaped Lots may be exempt from the minimum square footage limits set forth in Section 2.2 below at the sole discretion of the Developer.

## 2.2 Minimum Architectural Standards for Homes and Garages.

A. Each Home shall have the following minimum living area (exclusive of the Basement, attic, garage, porches, patios and storage areas; provided however, finished lower levels or levels below grade shall be considered in calculating the total square footage of the minimum living areas so long as said finished lower level has walk out access or accessible windows and meets all requirements of the Village of Wrightstown Code, and any other applicable laws.);

1. Lots located adjacent to or bordering the Golf Course: not less than 2,700 square feet for a two-story Home; not less than 2,300 square feet for a one-story Home.

2. Zero Lot Line Lots: not less than 1,800 square feet for a two-story Home; not less than 1,500 square feet for a one-story Home.

3. All other residential Lots: not less than 2,200 square feet for a two-story Home; not less than 1,800 square feet for a one-story Home.

B. Roof Pitch. Buildings with less than a 6/12 pitch roof shall be prohibited.

C. Driveways. Each Lot shall be improved by the Lot Owner with an asphalt, brick or concrete driveway extending from the street to the garage pursuant to the Village of Wrightstown Code. Said driveway shall be completed within six (6) months following the issuance of an occupancy permit for the Home. A plot plan showing the location of the driveway shall be submitted to the Developer for its prior approval under Section 2.1 above. Developer, within its sole discretion, may allow exceptions to this requirement if ground conditions warrant delay.

D. Lot Stakes. No building permit shall be issued unless applicant represents in writing that all lot stakes are in and visible.

E. Outbuildings. An outbuilding cannot be placed, installed, erected, altered or permitted on any Lot, without the Developer's prior written consent thereto. Outbuildings cannot be closer than six (6) feet to rear or side Lot lines unless an easement exists. If an easement exists, outbuildings cannot infringe on said easement. Outbuildings cannot be larger than 12' x 12' and cannot be more than one story in height or ten (10) feet, whichever is less. The design of the outbuildings must be compatible with the main building on the Lot. The outbuildings shall be used solely for the storage of tools, equipment, greenhouse supplies and other similar personal purposes. It shall not be used for retail or wholesale trade.

F. Exterior Materials. On all Lots, except Zero-Lot-Line-Lots, no less than one hundred percent (100%) of the front exterior of the Homes and garages shall be brick or other masonry materials. The Developer shall make





the final determination, within its sole discretion, as to whether compliance with the brick/masonry coverage requirements has been met.

### 2.3 Building Location Control.

In lieu of the normal building location controls set forth in the zoning regulations of the Village of Wrightstown, as provided by the Planned Development Regulations, the following location controls were approved by the Village on December 18, 2001 (final Plat approval was given by the Village on April 16, 2002) and are hereby established:

#### A. Street Setback:

1. There shall be a minimum twenty-five (25)-foot setback from a street right-of-way line to any garage door, to provide an entrance and parking apron for the garage.
2. There shall be a minimum twenty (20)-foot setback from a street right-of-way to any living area wall.
3. There shall be a minimum twenty (20)-foot setback from a street right-of-way to any non-living area wall.

#### B. Distance Between Buildings:

1. There shall be a minimum of ten (10) feet between any buildings on all Zero Lot Line Lots, including future Lots 98-106.
2. There shall be a minimum of fifteen (15) feet between any buildings on all other Lots (conventional single family Lots).

#### C. Offsets from Lot Lines:

1. On Zero Lot Line Lots, a building may be located on one Lot line with the prior consent of Developer and provided that buildings on adjoining Lots are not located on the same Lot line.
2. Developer may make exception to these building locations, if necessary, and so long as the location does not detract from any adjoining Lot.



3. There shall be a minimum of fifteen (15) feet from the rear yard Lot line to any main building and not less than six (6) feet from the rear yard Lot line to any outbuilding. Where an easement exists, the easement or side Lot line shall control. Outbuildings on a corner Lot shall be placed away from road Lot line.

### 2.4 Ground Fill on Building Site.

Where fill is necessary on the Lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation earth shall be removed from the Lot and deposited where instructed by the Developer. Any and all cost of such removal and deposit shall be at the Lot Owner's sole expense.

### 2.5 Landscaping, Grading and Drainage.

A. All grading and landscaping shall be compatible with the other Lots in Royal St. Patrick's, as determined within the sole discretion of the Developer, and shall be completed within twelve (12) months following the issuance of the occupancy permit for the Home. If the grading and landscaping is not completed within twelve (12) months from the date of the occupancy permit, the Owner shall be liable for penalties to the Developer or the Association, as the case may be, in the amount of \$300.00 for each month, or portion of a month, of non-completion. For its own benefit and to ensure compliance, the Developer may at its discretion require performance bonds from the contractors involved.

B. Surface water on all Lots shall be directed to Property Lot lines and allowed to follow drainage patterns established by the Developer. Final grading elevations and drainage easements must conform with Developer's approved master grading plan relating to Royal St. Patrick's. The Developer shall have the right to direct disposal of any soil or ground, and to require that any Lot development not block any drainage and if necessary take such legal action as necessary to correct any problems that exist and further charge costs, including attorney fees, back to the Lot Owner in violation of this Section.

C. It shall be the sole responsibility of the Lot Owner to keep the grass, weeds, and vegetation cut and to keep the Lot free of debris, grass and garden waste or other garbage that could accumulate on a Lot and properly dispose of such waste. Lot Owners are prohibited from dumping grass clippings, debris and other waste onto any other Lots within Royal St. Patrick's or the real estate





adjacent thereto and shall bear any costs for such cleanup. Compost must be disposed in a manner that will not cause odors or attract rodents.

D. Each Lot Owner shall be solely responsible for maintaining proper landscaping of all berms located on the Lot Owner's Lot. For the purpose of this restrictive covenant, the phrase "proper landscaping" shall require that the existing landscaping of berms, as completed by the Developer, shall be maintained by the Lot Owners, at the Lot Owner's sole expense, and shall not be materially altered. Individual Lot Owners, at the Lot Owner's sole expense, shall be solely responsible for the replacement of dead or diseased plants located on or near a berm, within one hundred eighty (180) days from the death of such plants or the onset of the disease affecting such plants.

E. All lawns that include drainage ways and swales must be maintained by the Lot Owner, at the Lot Owner's sole expense, with pleasing and appropriate landscaping. The Lot Owner shall, at all times, achieve and/or maintain the correct grade as set forth in the Developer's approved master grading plan relating to Royal St. Patrick's.

#### 2.6 Suitability.

A. Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Developer recommends that prospective buyers have the Lot inspected and tested by qualified professionals regarding surface and sub-surface conditions or any other matters which may be of concern prior to purchase of said Lot.

B. Developer discloses that a portion of certain Lots may contain wetlands, floodplains, environmental corridors or other sensitive areas subject to laws and regulations further restricting uses.

#### 2.7 Completion of Improvements.

Upon approval by the Developer of the plans for the proposed Home and/or Improvements and receipt of any necessary Village and other governmental approvals or permits, construction or installation of the Home and/or Improvements may commence and, once commenced, shall be substantially completed within a reasonable time following the issuance of any required building permits by the Village. The exterior finish, including installation of all doors and windows shall be substantially completed within a reasonable time after the issuance of a building permit for the Home. For its own benefit to ensure compliance, the Developer may, in its sole

discretion, require performance bonds from the contractors responsible for construction of the Home and/or Improvements.

#### 2.8 Developer Rights.

Developer shall have the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances and expand to adjoining lands therefrom, as set forth in this Declaration without the consent of the Lot Owners. The Developer shall retain such right and authority until Developer no longer holds title to any Lot in Royal St. Patrick's, at which time said right and authority shall be surrendered to the Board of Directors of the Association.

#### 2.9 Approval in Writing.

Any approval or permission of the Developer required under this Declaration, shall be within the sole discretion of the Developer and must be in writing signed by the Developer or an authorized representative of the Developer to be binding or effective. No oral statements, representations or approvals of the Developer or any of its members or agents shall be binding on the Developer under any circumstances, regardless of any reliance thereon by any Lot Owner.

#### 2.10 Waiver of Certain Rights.

By acceptance of a deed of conveyance for a Lot, each Lot Owner relinquishes and waives any present or future objection to, and all of his or her rights to oppose the zoning, rezoning or requests for variances or conditional or special uses or exceptions affecting all or any portion of Royal St. Patrick's or any additional property subject to Developer's expansion rights.

### ARTICLE III HOMEOWNERS ASSOCIATION

#### 3.1 Creation and Purpose.

The Developer shall create and organize a non-profit incorporated homeowners' association to be known as the "Royal St. Patrick's Homeowners' Association". The purpose of the Association is to have an informative relationship between the Developer, Golf Course owner and Lot Owners in Royal St. Patrick's. The Association may address all issues including but not limited to, possible assessments, brought before the Association and attempt to resolve said issues in the





best interests of all concerned. The Developer, or a representative of Developer, shall initially act as president of the Association and chairperson of its Board of Directors.

The Association shall operate according to its duly established Articles of Incorporation and Bylaws which shall be on file with the Village of Wrightstown, Outagamie County, Wisconsin, and each Lot Owner shall be subject to the rules and regulations, assessments or other actions taken by the Association with regard to the matters under its proper jurisdiction. In the event that the Association Bylaws conflict with this Declaration, the terms of this Declaration shall control.

### 3.2 Management by the Board.

The Association and its business, activities and affairs shall be managed by a Board of Directors (the "Board"). The members of the Board shall be chosen as set forth in the Association's Bylaws. The Board shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). Notwithstanding any other provision of this Declaration or the Bylaws of the Association to the contrary, Developer shall be entitled to appoint the directors of the Association in the following manner: If less than fifty (50) Lots have been conveyed, Developer shall be entitled to appoint all of the directors of the Association. When fifty (50) Lots are conveyed, a minimum of three (3) directors will be appointed by Developer to the Board (not including the owner of the Golf Course) and a minimum of one (1) director will be elected by the members of the Association. When one hundred fifty (150) Lots have been conveyed, a minimum of one (1) director (not including the owner of the Golf Course) will be appointed by the Developer to the Board and a minimum of three (3) directors will be elected by the members of the Association. So long as the Developer owns at least one (1) Lot in Royal St. Patrick's, the Developer shall have the right to appoint at least one (1) director to the Board. The first two (2) directors appointed by the Developer shall serve for initial terms of one (1) year and the remaining directors shall serve for initial terms of two (2) years (except for the owner of the Golf Course who will serve indefinitely as set forth below). All directors shall serve for a term of two (2) years thereafter so that the directors terms are staggered (except for the owner of the Golf Course). Currently, the Bylaws of the Association require that the Board of Directors consist of a minimum of five (5) directors. If the number of directors is ever increased to more than five (5) directors, the Developer retains the sole right to appoint the additional directors.

Notwithstanding the foregoing, the owner of the Golf Course, as long as said Golf Course shall exist, shall be a permanent member of the Board of Directors. The owner of the Golf Course or its duly appointed representative cannot be removed as a



director by a vote of the Board of Directors, the members or by an amendment to the Declaration or Bylaws of Royal St. Patrick's, unless the owner of the Golf Course consents thereto. The owner of the Golf Course or its duly appointed representative shall only be removed by the Developer, within the Developer's sole discretion.

Meetings will be called on an as needed basis or as required by law and held at a location to be determined at that time. Notices will be mailed to each director and, if possible, state the purpose of the meeting.

Directors shall have no liability for any decision made. The basis for any Board of Directors decision shall be relative to the intentions stated in this Declaration. The attendance of a majority of the directors at a meeting shall constitute a quorum. The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater percentage is required under this Declaration.

At the termination of the development of Royal St. Patrick's and all additions to it (i.e., when the Developer no longer owns any Lots in Royal St. Patrick's), the Developer shall surrender to the Board of Directors any authority the Developer has to enforce all terms, conditions, covenants and restrictions set forth in this Declaration.

The Board of Directors may appoint committees consisting of one or more Lot Owners to make recommendations to the Board of Directors or the Association on any matter.

No person shall receive any payment for services rendered as a member of the Board of Directors or as an officer of the Association or as a member of any committee unless specifically authorized by resolution of the Association. The Board of Directors may reimburse out of pocket expenses incurred by a member of the Board of Directors or an officer or committee member in the performance of his/her duties.

No member of any Board or committee or officer of the Association shall be liable to any Lot Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Board or committee member or officer, provided such person acted in good faith and without willful or intentional misconduct.

### 3.3 Membership.

Membership of all Lot Owners in the Association is mandatory and a Lot Owner shall not be entitled to voluntarily withdraw from the Association.





A. Each Lot Owner shall automatically be a member of the Association and shall be entitled to one (1) membership and one (1) vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate or interest in the Lot.

B. Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way, except upon transfer of an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained, except upon retention of an ownership interest in the Lot. Any attempts to make a prohibited transfer or retention of such rights shall be null and void.

C. Notwithstanding any provision in this Declaration to the contrary, Developer shall be entitled to one (1) membership and one (1) vote for each Lot owned by Developer. If Developer causes additional Lots to be platted and/or developed, within Royal St. Patrick's, Developer shall be entitled to one (1) membership and one (1) vote for each additional Lot platted and owned by Developer.

### 3.4 Association Meetings.

A. The annual meeting of the Association shall be held in May of each year for the purpose of electing members of the Board (subject to the Developer's right to appoint directors in Section 3.2) and transacting any other business authorized to be transacted by the Association. The Board of Directors shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner not less than four (4) nor more than thirty (30) days prior to the date of such meeting; provided, however that notice of any meeting may be waived in writing before or after the meeting.

B. A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person, or by proxy, representing a majority of all votes entitled to be cast. The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

### 3.5 Officers

A. The officers of the Association shall be:

1. a President, who shall: be the chief executive officer of the Association and a member of the Board of Directors; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board of Directors); preside at all meetings of the Association; have the authority to appoint various committees; have all the general powers and duties usually vested in the office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.
2. a Secretary, who shall: be a member of the Board of Directors; keep the minutes of all meetings of the Board of Directors and of the Association; have charge of all the Association's books and records, maintain the membership list and keep it current; have charge of delivering all notices and approvals on behalf of the Board of Directors and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by the resolution of the Association.
3. a Treasurer, who shall: be a member of the Board of Directors; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board of Directors; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.
4. one or more Vice-Presidents [not to exceed four (4) at any one time], the number of which shall be determined by resolution of the Association; however, it is not required that the Association have one (1) or more Vice-Presidents. A Vice President, in addition to serving on the Board of Directors, shall have such other powers, duties and restrictions as may be prescribed from time to time by resolution of the Association.

B. All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No





person may hold two (2) or more offices at any one time, except that officers appointed by Developer may hold any number of offices.

### 3.6 Powers and Responsibilities of the Association.

A. Except as otherwise provided for herein, the Association shall, without limitation, have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration:

1. To levy and enforce payment of general and special assessments on the Lots and against Lot Owners;
2. To enforce this Declaration;
3. To purchase, sell and convey Lots (including the Improvements thereon) incident to foreclosure of a lien for any assessment and to acquire real estate as additional Common Area;
4. To enter and execute contracts on behalf of the Association which relate to any Common Area or Improvements therefor;
5. To incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;
6. To employ the services of any person, firm or corporation to maintain the Common Areas or to construction, install, repair or rebuild improvements thereon;
7. To acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
8. To commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association; and
9. To exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners.



B. The President, together with one (1) other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental exercise of any powers or obligations of the Association or of the officers under this Declaration.

### 3.7 Charges, Assessments and Special Assessments.

All Lots shall be subject to a general annual charge or assessment determined by the Developer and the Board of Directors for the Association for the purpose of defraying the cost and expenses of the Association in carrying out its stated purposes and functions, including but not limited to, costs and expenses related to the maintenance and repair of Common Areas, insurance maintained by the Association, taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or any property of the Association and all other costs and expenses declared to be common expenses. Such annual assessment shall be made and levied equally against each Lot Owner and his Lot; provided, however, the general annual charges or assessment for the fiscal year ending December 31, 2002 shall be \$0.00.

The rate of the general charge or assessment shall be determined or fixed during the month of November or December of each fiscal year sufficient to raise an amount which, in the judgment of the Board of Directors, and subject to the approval of the Developer, may be required for the ensuing year. Not including the additional fee set forth in Section 1.11 above which certain Lots are subject to, the general annual charge or assessment shall not exceed \$50.00 per year; provided, however, the annual assessment may be changed by majority vote of the Board of Directors. The assessment, however, as established by the Board of Directors, and subject to the approval of the Developer, shall be set taking into consideration the cost of current maintenance and future needs. Such charges or assessments shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date the charges or assessments shall bear interest at a rate equal to eighteen percent (18%) per annum.

A special assessment may be levied by the Association equally against each Lot Owner and his Lot for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, or any other unanticipated or unforeseen costs. provided, however, that such special assessment shall require approval by two-thirds (2/3) of the members of the Association.





All Lots shall also be subject to special assessment by the Board of Directors of the Association, subject to the approval of the Developer, to cover all or any portion of the expenses incident to the enforcement of this Declaration and for maintaining vacant, unimproved, improved or unkempt Lots and removing weeds, grass, or any other unsightly or undesirable object therefrom.

All unsold Lots owned by the Developer shall not be subject to the foregoing charges or assessments, except those assessments related to the clearance of snow from the sidewalks adjacent to the unsold Lots owned by Developer.

The right to collect or enforce the collection of charges, assessment and special assessments is hereby exclusively delegated to the Board of Directors, subject to the consent of the Developer. The purchasers of Lots and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the Lot purchased or to be purchased by them. All charges, assessments and special assessments which are due and outstanding on February 1 of the year in which due shall from that time on become and remain a lien upon the Lot until paid, with interest thereon as indicated above. The Board of Directors, subject to the consent of the Developer, shall have the sole right to bring any and all action and proceedings for the collections of charges, assessments and special assessments and enforcement of liens therefore and shall be entitled to any and all costs and fees (including reasonable attorneys' fees) related to the collection or enforcement of the charges, and assessments or liens, as the case may be.

### 3.3 Voting.

A. The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner. Fractional votes will not be allowed; and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Lot Owners. The Association may treat any Co-Owner of a Lot or the Proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.

B. A quorum for voting purposes shall consist of fifty percent (50%) or more of the votes entitled to be cast.

C. There shall be no cumulative voting for election of Board members of on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.



## ARTICLE IV MISCELLANEOUS

### 4.1 Term.

All terms, conditions and covenants of this Declaration shall run with the land and be binding upon all Lot Owners and any persons claiming under or through the Developer in perpetuity.

### 4.2 Amendments to Declaration.

This Declaration may be amended by recording in the Office of the Register of Deeds for Outagamie County, Wisconsin, a document to that effect executed by the Owners of at least 67% of all Lots in Royal St. Patrick's, with all signatures duly notarized. Notwithstanding the foregoing, Developer shall have the absolute and unqualified right, without consent from any party, so long as Developer may own any Lot in Royal St. Patrick's, at any time and from time to time, to amend this Declaration (i) to cause additional lands in the Village of Wrightstown which are or may become owned by Developer, to become subject to this Declaration, and upon recording of said amendment, any residential lots contained therein shall be deemed a part of the Lots within Royal St. Patrick's for all purposes contained herein (the Developer contemplates, but is not limited by or obligated to, adding approximately one hundred seventy (170) additional Lots to Royal St. Patrick's); and (ii) to create additional covenants, conditions, restrictions, reservations and easements or amend existing covenants, conditions, restrictions and easements in relation to the Golf Course and/or the storm water management system. Any and all such amendments shall become effective only upon recording.

### 4.3 Severability.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which other provisions shall remain in full force and effect.

### 4.4 Interpretation.

This Declaration shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any Home, Structure or Improvement or engages in any activity not clearly authorized under these Declarations or approved in writing by the Developer. This Declaration shall be interpreted and construed in accordance with the laws of the State of Wisconsin.





#### 4.5 Enforcement.

A. Upon the violation of any one or all of the provisions of this Declaration, the Developer, the Association or a Lot Owner, as the case may be, shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, and shall be entitled to both equitable and legal relief, including reasonable attorneys' fees. Any failure of such enforcement shall not be deemed a waiver of the right to do so or the acquiescence of any violation, subsequent or otherwise.

B. The Developer or the Association, as the case may be, shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any Lot for any costs and expenses incurred by the Developer or the Association, as the case may be, in the enforcement of the provisions of this Declaration with respect to such Lot, including without limitation, costs incurred under Section 3.7 hereof, and the costs of consultants and actual attorneys' fees, whether or not litigation is commenced with respect thereto. The Developer shall further have the right to levy and collect an assessment against all Lots in Royal St. Patrick's for reimbursement of costs and attorneys' fees incurred by Developer in the enforcement of this Declaration, provided, that (i) said assessment shall be equally allocated to all platted Lots in Royal St. Patrick's, including those owned by Developer, and (ii) any enforcement costs recovered from the violating Lot Owner shall be credited or refunded to Owners of Lots against which the assessments were made.

C. Any assessments not paid when due shall bear interest at eighteen percent (18%) per annum until paid in full, and such unpaid assessment, together with the interest thereon, shall constitute a continuing lien against the real estate for which the assessment is made. Said lien may be foreclosed in the same manner as real estate mortgages under Wisconsin law, provided that such liens shall be subordinate to any purchase money or construction mortgage. The assessment and interest thereon shall further be the personal obligation of the applicable Lot Owner.

D. Village of Wrightstown Right to Enforce. The Village shall have the right but not the obligation to enforce this Declaration and to assess any and all costs, damages, etc. related to the same back to the Association or Developer. The Developer or Association, as the case may be, shall have the right to levy and collect such assessment pursuant to Section 4.5(B) above.

#### 4.6 No Liability.

All decisions of the Developer or the Board of Directors on any matter shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of the Developer or the Board of Directors so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Developer or the Board of Directors shall have the burden of proof to establish that such standards were not met at the time the decision was made.

#### 4.7 Lot Owner's Lack of Authority to Bind Association.

No Lot Owner (other than members of the Board of Directors) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

#### 4.8 Reservation by Developer of Right to Grant Easements.

Developer hereby reserves the right to grant, convey or establish easements to the Village and/or to any public or private utility company upon, over, through or across those portions of any Lot in Royal St. Patrick's within a reasonable distance from any Lot line for purposes of allowing the provision of gas, electric, water, sewer, cable television or other service to any Lot(s) or through any portions of Royal St. Patrick's or for purposes of facilitating drainage of storm or surface water within or through Royal St. Patrick's. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in Royal St. Patrick's to persons other than a Successor Developer.

#### 4.9 Disclaimer.

Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of Royal St. Patrick's not already platted as of the date of recording this Declaration.

#### 4.10 Use of Words.

The use of words in any gender is intended to include, wherever appropriate, the corresponding word of the opposite or neuter gender. The use of words in the singular is intended to include, wherever appropriate, the plural and vice versa.





Royal St Patrick's

IN WITNESS WHEREOF, this Declaration of Conditions, Protective Covenants and Easements is executed by the Developer as of the date first written above.

ROYAL ST. PATRICK'S DEVELOPMENT CORPORATION

BY: Veronica A. Trofka, its President  
 ATTEST: Corinna M. Eiden, its Treasurer

STATE OF WISCONSIN )  
 ) ss  
 COUNTY OF BROWN )

Personally came before me, the above named Veronica A. Trofka, as President, and Corinna M. Eiden, as Treasurer, of Royal St. Patrick's Development Corporation, known to me to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.

David P. Dewick  
 David P. Dewick  
 Notary Public  
 Brown County, Wisconsin  
 My Commission is permanent.

THIS INSTRUMENT DRAFTED BY:

Attorney David P. Dewick  
 Metzler and Hager, S.C.  
 222 Cherry Street  
 Green Bay, WI 54301-4223



Royal St Patrick's

EXHIBIT "A"

DESCRIPTION OF REAL ESTATE

Lots 3, 5-23, 25-54 and 56-97 of the Plat of Royal St. Patrick's recorded with the Outagamie County Register of Deeds on August 16, 2002 in Cabinet "1", Pages 1-10 as Document No. 1480965.





Royal St. Patrick's

**SECOND AMENDMENT TO  
DECLARATION OF CONDITIONS, PROTECTIVE COVENANTS  
AND EASEMENTS FOR THE  
ROYAL ST. PATRICK'S RESIDENTIAL DEVELOPMENT,  
WRIGHTSTOWN, WISCONSIN**

THIS SECOND AMENDMENT to the Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, Wrightstown, Wisconsin, is effective this 9 day of April, 2007.

The Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, Wrightstown, Wisconsin, dated August 23, 2003, and recorded in the Office of the Outagamie County Register on August 23, 2003, as Document No. 1482135, is hereby amended as follows:

Article 1, "Purpose, Definitions and Use Restrictions", Section 1.4, "Land Use and Building Type", shall be deleted in its entirety and replaced with the following:

**1.3 Property Subject to this Declaration.**

The following real estate shall be subject to this Declaration: Lots 3 through 14, including Lots 98-146 of Lot 3, which comprise the Plat of Royal St. Patrick's First Addition reformed with the Outagamie County Register of Deeds on September 30, 2003 in Cabinet "I", Pages 77 and 78 as Document No. 1549631, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 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976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



Royal St. Patrick's

2. Article 1, "Purpose, Definitions and Use Restrictions", Section 1.4, "Land Use and Building Type", Subsection C., shall be deleted in its entirety and replaced with the following:

"C. Lots 26-28, 31, 34-37, 40-52, 57-68, 90-96 of the Plat of Royal St. Patrick's and Lots 98-106 of the Plat of Royal St. Patrick First Addition shall be designated "Zero Lot Line Lots" and shall be restricted to residential purposes only. All other future subdivided Lots of Lot 3 of the Plat of Royal St. Patrick's (including Lots 107-146 of the Plat of Royal St. Patrick First Addition), except (i) Lots 98-106 of said Plat of Royal St. Patrick First Addition or (ii) any other Lots which may be designated by the Developer as "Zero Lot Line Lots", shall be conventional Lots and shall be restricted to single family homes. Notwithstanding anything contained herein to the contrary, Developer may, in Developer's sole discretion, designate Lots 34-37, 40-52, 57-69 and Outlot 6 of the Plat of Royal St. Patrick's for use as residential condominiums."

Except as set forth above, all other terms and conditions of the Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, Wrightstown, Wisconsin and the First Amendment to Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development shall remain in full force and effect unaffected by this Second Amendment.

Dated this 6 day of December, 2007.

ROYAL ST. PATRICK'S DEVELOPMENT CORPORATION

BY:

Veronica A. Troika, its President

ATTEST:

Harry Macco, its Secretary

STATE OF WISCONSIN



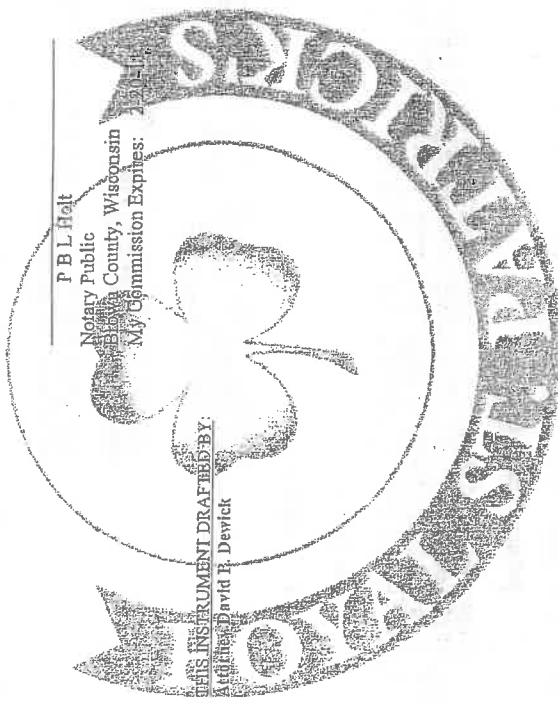


Royal St Patrick's

COUNTY OF BROWN

) ss  
)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2007, the above named Veronica A. Trofka, as President, and Harry Macco, as Secretary, of Royal St. Patrick's Development Corporation, known to me to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.



Royal St Patrick's

FIRST AMENDMENT TO  
DECLARATION OF CONDITIONS, PROTECTIVE COVENANTS  
AND EASEMENTS FOR THE  
ROYAL ST. PATRICK'S RESIDENTIAL DEVELOPMENT,  
WRIGHTSTOWN, WISCONSIN

THIS FIRST AMENDMENT to the Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, Wrightstown, Wisconsin, being effective this 4<sup>th</sup> day of October, 2002.

The Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, Wrightstown, Wisconsin, dated August 23, 2002, and recorded in the Office of the Outagamie County Register of Deeds on August 23, 2002, as Document No. 1482135, is hereby amended as follows:

1. Article I, Purpose, Definitions and Use Restrictions, Section 1.4, Land Use and Building Type, shall be amended to include the following:
  - D. Developer shall have the absolute and unqualified right to, within its sole discretion and without the consent from any party, reclassify any Zero Lot Line Lots owned by the Developer and designate said Lots to be used for residential condominium purposes.
2. Article I, Purpose, Definitions and Use Restrictions, Section 1.4, Land Use and Building Type, shall be further amended to include the following:
  - E. Only one Home may be constructed on each Lot and no garage, tent or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests without the prior written consent of the Developer. Further, no Lot may be divided by plat, survey or otherwise to create an additional Lot without the prior written consent of the Developer.
3. Article I, Purpose, Definitions and Use Restrictions, Section 1.9(B) Lampposts, shall be deleted in its entirety and replaced with the following:

B. Lampposts. Each Lot Owner shall be required to purchase a lamppost from the Developer at a cost of \$350.00 prior to the completion of the construction of any Home. The Lot Owner shall be solely responsible for the installation and maintenance of the lamppost, and any costs incidental thereto, at





locations selected and approved by the Developer to insure harmony of appearance in Royal St. Patrick's. Unless otherwise determined by the Developer, the lampposts shall be eight (8) feet in length with three (3) feet submerged underground in a concrete base (i.e. the total height of the lamppost above ground shall be five (5) feet) and the lamppost shall be installed at a location approximately ten (10) feet inside the front Lot line. The lamppost shall be wired to the Home and lit from dusk to dawn. The lamppost shall have an electrical outlet, a hanger for the address number of the Home and contain a photo-eye. Either 75 watt or 100 watt incandescent bulbs shall be used, as determined by the Developer. Burned out light bulbs are to be replaced within 72 hours. The Association shall have the right to replace light bulbs and charge the Lot Owner for the costs related to the replacement light bulbs and labor to install the same.

#### 4. Article II, Construction of Improvements, Section 2.3, Building Location Control, shall be deleted in its entirety and replaced with the following:

##### 2.3 Building Location Control.

In lieu of the normal building location controls set forth in the zoning regulations of the Village of Wrightstown, as provided by the Planned Development Regulations, the following location controls were approved by the Village on December 18, 2001 (final Plat approval was given by the Village on April 16, 2002) and are hereby established:

#### A. Zero Lot Line Lots.

##### 1. Street Setback:

- There shall be a minimum twenty-five (25)-foot setback from a street right-of-way to any garage door, to provide an entrance and parkway apron for the garage.
- There shall be a minimum twenty (20)-foot setback from a street right-of-way to any living area wall.
- There shall be a minimum twenty (20)-foot setback from a street right-of-way to any non-living area wall.

##### 2. Distance Between Buildings or Homes:

- There shall be a minimum of ten (10) feet between any buildings or Homes on all Zero Lot Line Lots, including future Lots 98-106 (or other Lots designated in the future by the Developer as Zero Lot Line Lots).

##### 3. Offsets from Lot Lines:

- A building or Home may be located on one Lot line with the prior consent of Developer, provided that the buildings or Homes on adjoining Lots are not located on the same Lot line. If a building or Home is located on one Lot Line, it must be a minimum of ten (10) feet from any other Lot line.
- There shall be a minimum of fifteen (15) feet from the rear yard Lot line to any main building or Home and not less than six (6) feet from the rear yard Lot line to any outbuilding. Where an easement exists on the rear yard or side Lot lines, the easement shall control the minimum set back distance. Outbuildings on a corner Lot shall be placed away from road Lot line.
- Developer may make exception to these building locations, if necessary, and so long as the location does not detract from any adjoining Lot.

#### B. Lots Other than Zero Lot Line Lots (i.e. conventional single family Lots).

##### 1. Street Setback:

- There shall be a minimum twenty-five (25)-foot setback from a street right-of-way to any garage door, to provide an entrance and parkway apron for the garage.
- There shall be a minimum twenty (20)-foot setback from a street right-of-way to any living area wall.
- There shall be a minimum twenty (20)-foot setback from a street right-of-way to any non-living area wall.

##### 2. Distance Between Buildings:





- a. There shall be a minimum of fifteen (15) feet between any buildings or Homes.

3. Offsets from Lot Lines:

- a. Any building or Home shall be located a minimum of five (5) feet from each side Lot line and no less than fifteen (15) feet total (e.g., if a Home is located five (5) feet from one side Lot line it must be located no less than ten (10) feet from the other side Lot line.).
- b. There shall be a minimum of fifteen (15) feet from the rear yard Lot line to any main building or Home and not less than six (6) feet from the rear yard Lot line to any outbuilding. Where an easement exists at the rear yard or side Lot lines, the easement shall control the minimum set back distance. Outbuildings on a corner Lot shall be placed away from the road Lot line.
- c. Developer may make exception to these building locations, if necessary, and so long as the location does not detract from any adjoining Lot.

5. Article II, Construction of Improvements, Section 2.2(F), Minimum Architectural Standards for Homes and Garages - Exterior Materials, shall be deleted in its entirety and replaced with the following:

- F. Exterior Materials. On all Lots, including Zero Lot Line Lots, no less than one hundred percent (100%) of the front exterior of the Homes and garages shall be brick or other masonry materials. The Developer shall make the final determination, within its sole discretion, as to whether compliance with the brick/masonry coverage requirements has been met.

6. Article III, Homeowners Association, Section 3.5(B), Officers, shall be deleted in its entirety and replaced with the following:

- B. All officers shall be elected annually by and from the Board of Directors if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two (2) or more offices at any one time, except that officers appointed by Developer may hold any number of offices.

7. Article III, Homeowners Association, Section 3.5(A)(3), Officers, shall be revised as follows:

The language "deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designed by the Board of Directors;"

shall be deleted and replaced with the following:

"deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board of Directors;"

8. Except as set forth above, all other terms and conditions of the Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, Wrightstown, Wisconsin shall remain in full force and effect, unaffected by this First Amendment. *Noted this 4<sup>th</sup> day of October, 2002.*

ROYAL ST. PATRICK'S DEVELOPMENT CORPORATION

BY:

*Veronica A. Trofka*  
Veronica A. Trofka, its President

ATTEST

*Corinna M. Eiden*  
Corinna M. Eiden, its Treasurer

STATE OF WISCONSIN )

( SS

COUNTY OF BROWN )

Personally came before me this 4<sup>th</sup> day of October, 2002, the above named Veronica A. Trofka, as President, and Corinna M. Eiden, as Treasurer, of Royal St. Patrick's Development Corporation, known to me to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.

*David P. Dewick*

David P. Dewick  
Notary Public  
Brown County, Wisconsin  
My Commission is permanent.





Royal St. Patrick's



Royal St. Patrick's

**THIS INSTRUMENT DRAFTED BY:**

Attorney David P. Dewick  
Metzler and Hager, S.C.  
222 Cherry Street  
Green Bay, WI 54301-4223

**SECOND AMENDMENT TO  
DECLARATION OF CONDITIONS, PROTECTIVE COVENANTS  
AND EASEMENTS FOR THE  
ROYAL ST. PATRICK'S RESIDENTIAL DEVELOPMENT,  
WRIGHTSTOWN, WISCONSIN**

THIS SECOND AMENDMENT to the Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, Wrightstown, Wisconsin, is effective this 1 day of April, 2007.

The Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, Wrightstown, Wisconsin, dated August 23, 2002, and recorded in the Office of the Outagamie County Register of Deeds on August 23, 2002, as Document No. 1482135, is hereby amended as follows:

Article I, "Purpose, Definitions and Use Restrictions", Section 1.3, "Property Subject To This Declaration", shall be deleted in its entirety and replaced with the following:

**1.3 Property Subject to this Declaration.**

The following real estate shall be subject to this Declaration: Lots 3 (including Lots 98-146 of Lot 3, which comprise the Plat of Royal St. Patrick First Addition recorded with the Outagamie County Register of Deeds on September 30, 2003 in Cabinet "I", Pages 72 and 78, as Document No. 1579631), 5-23, 25-54, and 56-97 of the Plat of Royal St. Patrick's recorded with the Outagamie County Register of Deeds on August 16, 2002 in Cabinet "I", Pages 1-10 as Document No. 1480965 and such other portions of real estate as may become subject to this Declaration, pursuant to an amendment hereto; except however, any residential condominiums constructed on Lots 1, 3, 24, 34-37, 40-52, 57-69 and Outlot 6 of the Plat of Royal St. Patrick's shall not be subject to this Declaration and may only be subject to this Declaration and the Bylaws of the Association, as determined by the Developer in its sole discretion."





Royal St. Patrick's

2. Article I, "Purpose, Definitions and Use Restrictions", Section 1.4, "Land Use and Building Type", Subsection C., shall be deleted in its entirety and replaced with the following:

"C. Lots 26-28, 31, 34-37, 40-52, 57-68, 90-96 of the Plat of Royal St. Patrick's and Lots 98-106 of the Plat of Royal St. Patrick First Addition shall be designated "Zero Lot Line-Lots;" and shall be restricted to residential purposes only. All other future subdivided Lots of Lot 3 of the Plat of Royal St. Patrick's (including Lots 107-146 of the Plat of Royal St. Patrick First Addition), except (i) Lots 98-106 of said Plat of Royal St. Patrick First Addition or (ii) any other Lots which may be designated by the Developer as "Zero Lot Line Lots, shall be conventional Lots and shall be restricted to single family Homes. Notwithstanding anything contained herein to the contrary, Developer may, in Developer's sole discretion, designate Lots 34-37, 40-52, 57-69 and Outlot 6 of the Plat of Royal St. Patrick's for use as residential condominiums."

Except as set forth above, all other terms and conditions of the Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, Wrightstown, Wisconsin and the First Amendment to Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development shall remain in full force and effect, unaffected by this Second Amendment.

Dated this 22 day of December, 2007

ROYAL ST. PATRICK'S DEVELOPMENT CORPORATION

Veronica A. Trofka, its President

ATTEST: Harry Macco  
Harry Macco, its Secretary

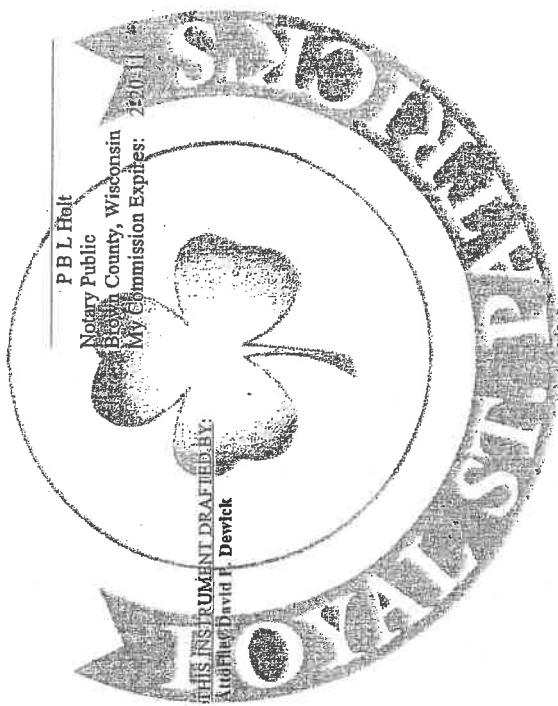
STATE OF WISCONSIN )



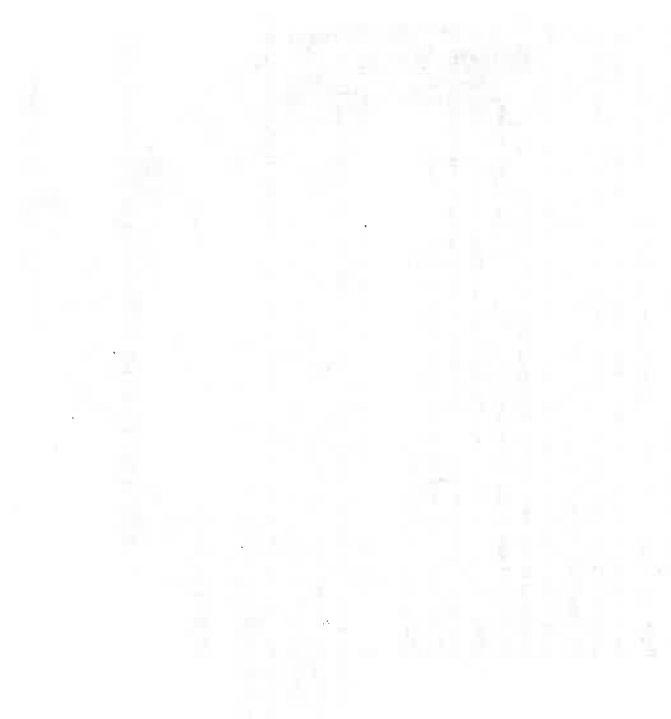
Royal St. Patrick's

COUNTY OF BROWN )  
SS )

Personally came before me this 22 day of December, 2007, the above named Veronica A. Trofka, as President, and Harry Macco, as Secretary, of Royal St. Patrick's Development Corporation, known to me to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.









3/15/2019

KHCA, Inc.

Pres. Steve Day - 186 Golf Course Dr.

e-mail: steveday08@gmail.com

V.P. Mark Kerrigan

174 Golf Course Dr.

920-615-4103

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Sec./Treas. Lee Marie Griffin / Tim

190 Golf Course Dr.

? (L) 901-428-8212 / 901-428-3150 (T) ?

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