

**SILVER SPRING ESTATES CONDOMINIUM HOMES**  
**N62W21656-58 AUGUSTA PARKWAY**  
**Menomonee Falls, WI**  
**CONDOMINIUM DISCLOSURE MATERIALS**  
**Pursuant to Chapter 703 Wisconsin Statutes**

**Declarant: MFallsSSE LLC**  
**c/o DSI Real Estate Group, Inc.**  
**100 River Place, Suite 1**  
**Madison, WI 53716**

- 1)** 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.
  
  - 2)** THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
  
  - 3)** YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE 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 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 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 DEPOSITS MADE.
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**ACKNOWLEDGEMENT OF RECEIPT:**

The undersigned hereby acknowledges receipt of a copy of the following Condominium Disclosure Materials for Silver Spring Estates Condominium Homes this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Declaration of Condominium  
\_\_\_\_\_ Articles of Incorporation  
\_\_\_\_\_ Contracts or Leases

\_\_\_\_\_ Bylaws  
\_\_\_\_\_ Budget  
\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

# **SILVER SPRING ESTATES CONDOMINIUM HOMES**

The disclosure materials the Seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits. Each section described in this Index can be found at the corresponding tab of the disclosure materials except as otherwise indicated.

## **INDEX**

- 1) **EXECUTIVE SUMMARY.** The Executive Summary for the Condominium, required under S. 703.33(1)(h) Wis. Stats., is a brief and concise summary of certain provisions of the Disclosure Materials. It is not to be relied upon as correct or binding, and for a complete understanding of the Executive Summary and the matters which are touched upon in it, please review the particular provisions of the Disclosure Materials appearing below.
- 2) **DECLARATION.** The Declaration establishes and describes the Condominium, the Units and the Common Elements.
- 3) **BY-LAWS.** The Condominium, in general, is governed by a Wisconsin Non-Stock Corporation, known as The Silver Spring Estates Condominium Owners Association, Inc. (hereinafter “**Unit Owners Association**”). The Unit Owners Association has adopted By-Laws containing rules which govern the Condominium and affect the rights and responsibilities of Unit Owners.
- 4) **ARTICLES OF INCORPORATION.** The operation of the Condominium is governed by the Unit Owners Association of which each Unit Owner is a member. The powers, duties, and operation of the Unit Owners Association are specified in its Articles of Incorporation. A copy is attached.
- 5) **MANAGEMENT OR EMPLOYMENT CONTRACTS AND LEASES.** DSI Real Estate Group, Inc., a Wisconsin Corporation affiliated with the Declarant, will be the manager of the Association and the Condominium. The Association will pay a management fee to the Manager under a written management agreement for management of the Association and the Condominium. A copy of the management agreement is attached.
- 6) **ANNUAL OPERATING BUDGET.** The estimated, initial annual operating budget for the purpose of paying common expenses that are the responsibility of the Unit Owners under the Declaration is included herein.
- 7) **EXPANSION PLANS.** Initially, the Condominium will consist of two (2) residential units in one (1) building. The Declarant has reserved the right to expand the Condominium into a total of twenty-two (22) residential units in eleven (11) buildings. The total number of units after expansion is completed shall be twenty-two (22) residential units. The Declarant has reserved the maximum period of time under S. 703.26

Wis. Stats. to complete expansion. Under Wis. Stat. § 703.26(2)(d), the Declarant may expand the Condominium during a period of time ending ten (10) years from the date of recording of the Declaration.

- 8) **FLOOR PLAN AND MAP.** The Declarant has provided and has included herein a floor plan of the Units and a map of the Condominium which shows the location of the Units and all facilities and the common elements which are a part of the Condominium.
- 9) **RULES AND REGULATIONS.** The ownership of a Unit in the Condominium will be subject to certain rules and regulations. The initial rules and regulations of the Condominium are attached hereto.
- 10) **ADDITIONAL MATTERS.** The conveyance of a Unit to a Unit Owner will be subject to the following exceptions:
  - A. General taxes and special assessments not yet due and payable.
  - B. Easements and rights in favor of gas, electric, telephone, water, sewer, cable television and other utilities and utility providers.
  - C. Title Exceptions:
    1. Declaration of Protective Covenants, Conditions and Restrictions dated April 30, 2015 and recorded in the Register of Deeds office for Waukesha County on May 4, 2015, as Document No. 4139546 and all amendments thereto.
    2. Planned Residential Development recorded on September 25, 2013 as Document No. 4044783.
    3. Development Agreement dated July 23, 2014 and recorded on August 4, 2014 as Document No. 4092885.
    4. Development Agreement dated June 17, 2015 and recorded on July 15, 2015 as Document No. 4154468.
    5. Development Agreement dated August 24, 2016 and recorded on September 20, 2016 as Document No. 4232775.
    6. Development Agreement dated September 21, 2017 and recorded on October 6, 2017 as Document No. 4304101.
    7. Development Agreement dated July 18, 2018 and recorded on October 22, 2018 as Document No. 4367117.
    8. Articles of Incorporation and Bylaws of Silver Springs Estates Homeowners Association, Inc. and its By-laws recorded on July 9, 2015, as

Document No. 4153176.

9. Post-Construction Runoff Permit No. PCP2018-10 dated October 17, 2018 and recorded on October 25, 2018 as Document No. 4367661.
10. Easement to Wisconsin Electric Power Company recorded on January 12, 1971 as Document No. 776483.
11. Easement Assignment to American Transmission Company LLC recorded on January 10, 2001 as Document No. 2615804.
12. Easement to the Village of Menomonee Falls dated October 12, 1995 and recorded on December 13, 1995 as Document No. 2087300.
13. Conveyance of Rights in Land by the Village of Menomonee Falls to the State of Wisconsin, Department of Transportation dated May 7, 2007 and recorded May 22, 2007 as Document No. 3482908.
14. Easement Agreement by and between Lied's Nursery Company and the Village of Menomonee Falls dated May 20, 1998 and recorded on June 26, 1998 as Document No. 2333362.
15. Easement Agreement by and between Lied's Nursery Company and the Village of Menomonee Falls dated May 20, 1998 and recorded on June 26, 1998 as Document No. 2333363.
16. Right of Way Agreement to Wisconsin Gas Company dated July 11, 2003 and recorded on September 23, 2003 as Document No. 3071062.
17. Transfer of Easement Rights to Wisconsin Gas LLC dated July 28, 2004 and recorded on July 28, 2004 as Document No. 3189035.
18. Conveyance of Rights in Land by and between Wisconsin Gas LLC d/b/a We Energies and the State of Wisconsin, Department of Transportation dated May 29, 2007 and recorded on September 12, 2007 as Document No. 3512239.
19. Easement(s) to the Village of Menomonee Falls dated December 10, 2014 and recorded on December 10, 2014 as Document No. 4114425.
20. Agreement Regarding Interest in Land by and between American Transmission Company LLC and MFallsSSE LLC dated August 31, 2018 and recorded on September 17, 2018 as Document No. 4361289.
21. Dedication and Acceptance dated August 20, 2018 and recorded on October 23, 2018 as Document No. 4367220.

22. Dedication and Acceptance dated August 6, 2018 and recorded on October 23, 2018 as Document No. 4367222.

23. Covenants, conditions, restrictions, easements and notes as set forth on the recorded plat of Silver Spring Estates.

24. Covenants, conditions, restrictions, easements and notes as set forth on the recorded plat of Silver Spring Estates Phase 2.

25. Covenants, conditions, restrictions, easements and notes as set forth on the recorded plat of Silver Spring Estates Phase 6.

## **SILVER SPRING ESTATES CONDOMINIUM HOMES EXECUTIVE SUMMARY**

Pursuant to Section 703.33(1)(h) of the Wisconsin Statutes, this is the Executive Summary for Silver Spring Estates Condominium Homes, furnished by the Declarant, MFallsSSE LLC, a Wisconsin limited liability company. This Executive Summary is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Condominium Identification.** The name of the Condominium is Silver Spring Estates Condominium Homes.
2. **Expansion Plans.** Initially, the Condominium will consist of two (2) residential units in one (1) building. The Declarant has reserved the right to expand the Condominium into a total of twenty-two (22) residential units in eleven (11) buildings. The total number of units after expansion is completed shall be twenty-two (22) residential units. The Declarant intends to complete expansion of the Condominium as soon as possible, but has reserved the maximum period of time under Wis. Stats. § 703.26 to complete expansion. Under Wis. Stats. § 703.26(2)(d), the Declarant may expand the Condominium during a period of time ending ten (10) years from the date of recording of the Declaration.
3. **Governance.** The name and address of the condominium association is The Silver Spring Estates Condominium Owners Association, Inc., Attn: Shandar Hoagland, c/o DSI Real Estate Group, Inc., 100 River Place, Suite 1, Madison, WI 53716 (the “**Unit Owner’s Association**”). The Unit Owner’s Association may be appointed a Master Association to govern the Condominium and one or more unrelated condominiums, whereby the Master Association shall exercise all of the powers assigned to it by the condominiums subject to the Master Association. An affiliate of the Declarant, DSI Real Estate Group, Inc. (“**DSI**”) will be the manager of the Association and the Condominium. A management fee will be paid by the Association to DSI for such services. There is a written management agreement with DSI for management of the Association. The name, address and telephone number of the persons who may be contacted regarding the Condominium are:

Shandar Hoagland  
c/o DSI Real Estate Group, Inc.  
100 River Place, Suite 1  
Madison, WI 53716  
Phone: (608) 226-3089  
Email: shoagland@dsirealestate.com

4. **Special Amenities.** Each Unit in the Condominium has an attached garage.

5. **Maintenance.** Each Unit Owner shall be responsible for the maintenance and repair of the Units owned by the Unit Owner, as described in Section 9.1 of the Declaration, and all equipment, fixtures and appurtenances to such Units.
6. **Maintenance, Repair and Replacement of Common Elements and Limited Common Elements.** The Unit Owner's Association shall be responsible for the maintenance, repair and replacement of the Common Elements and certain Limited Common Elements, as described in Section 9.3 of the Declaration. The cost and expense of such repairs and replacements will be funded from a combination of Unit Owner assessments and reserve funds, as determined by the Unit Owner's Association from time to time. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, replacement, general cleanliness and presentability of the Limited Common Element which use is reserved to the Unit except as provided in Section 9.2.
7. **Rental of Units.** Unit Owners may lease their Units provided such Unit Owners comply with all of the terms and conditions set forth in Section 21.16 of the Declaration and any rules and regulations regarding the leasing of Units adopted by the Unit Owner's Association from time-to-time.
8. **Alterations.** A Unit Owner may make improvements or alterations within his or her Unit, provided such improvements and alterations comply with all of the terms and conditions set forth in the Declaration, including the terms and conditions set forth in Section 10.1 of the Declaration. Alterations to and enclosures of the Limited Common Elements are prohibited, except as expressly permitted by the Declaration.
9. **Parking.** Garages and driveways are included with each Unit.
10. **Pets.** Pursuant to Section 21.13 of the Declaration, pets are permitted, but are strictly subject to rules and regulations adopted by the Board of Directors of the Unit Owner's Association from time-to-time. Ownership by Unit Owners of less common pets such as ferrets, lizards and birds, will be reviewed by the Declarant and the Association Board of Directors on a case by case basis.
11. **Reserves.** As is reflected in the annual budget, which is made a part of the Disclosure Materials provided herein, there is a reserve account established for the repair and replacement of Common Elements and Limited Common Elements. The reserve account is not a statutory reserve account under Section 703.163 of the Wisconsin Statute; rather, it is managed pursuant to the provisions set forth in the Declaration and the By-laws of the Unit Owner's Association. The amount of the reserve balance is \$ \_\_\_\_\_.
- 11m. **Fees on New Units.** Pursuant to Section 14.1 of the Declaration, during the period of Declarant control, any Unit owned by the Declarant is exempt from assessments for Common Expenses until the Unit is sold. The total amount of assessed against Units that



are not exempt from assessments may not exceed the amount that equals the non-exempt Unit's budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget. The Declarant is liable for the balance of the actual Common Expenses.

- 11q. **Amendments.** A Unit purchaser's rights and responsibilities may be altered by an amendment of the Declaration and Bylaws. Pursuant to Article XV of the Declaration, during the period of Declarant control, the Declarant may amend the Declaration at its discretion. Upon termination of the period of Declarant Control, the Declaration may only be amended with the written consent of the Unit Owners and their first mortgagees owning at least sixty-six and 2/3rds (66.67%) percent of the Units; provided, however, no such amendment may substantially impair the security of any mortgagee. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Waukesha County Register of Deeds Office as required by statute. Pursuant to Section IX of the Bylaws, the By-Laws may be amended from time to time for affirmative vote of at least two-thirds (2/3) of the total Unit Votes, at a meeting duly called for that purpose.
12. **Right of First Purchase.** The Association does not have a first right to purchase a Unit.
13. **Transfer Fee.** The Association does not charge a fee in connection with a transfer of a Unit.
14. **Disclosure Material Fee.** The Association does not charge a fee for providing the Disclosure Materials.
15. **Payoff Statement Fee.** The Association does not charge a fee for providing a payoff statement under Wis. Stats. § 703.335.

THIS EXECUTIVE SUMMARY IS INTENDED TO BRIEFLY SUMMARIZE THE PERTINENT PROVISIONS OF THE DISCLOSURE MATERIALS AND CANNOT BE RELIED UPON AS CORRECT OR BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY. PLEASE REVIEW THE PARTICULAR PROVISIONS OF THE DISCLOSURE MATERIALS REFERENCED IN THE EXECUTIVE SUMMARY.

DECLARATION OF CONDOMINIUM OF  
SILVER SPRING ESTATES  
CONDOMINIUM HOMES  
Document Title

4383720

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

February 18, 2019 02:54 PM  
James R Behrend  
Register of Deeds

34 PGS  
TOTAL FEE:\$30.00  
TRANS FEE:\$0.00

Book Page -



Recording Area

Name and Return Address

MATT CUDNEY  
VERIDIAN HOMES  
6801 SOUTH TOWNE DR.  
MADISON, WI 53713

Parcel Identification Number (PIN)

C-1/34

**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 clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

**DECLARATION OF CONDOMINIUM**  
**OF**  
**SILVER SPRING ESTATES CONDOMINIUM HOMES**

**THIS DECLARATION** is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter “**Act**”), Chapter 703, Wisconsin Statutes, by MFallsSSE LLC, a Wisconsin limited liability company (the “**Declarant**”).

**ARTICLE I**  
**STATEMENT OF PURPOSE**

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

**ARTICLE II**  
**DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS**

2.1 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described in Exhibit “A” attached hereto and incorporated herein by reference.

2.2 Name and Address. The name of the Condominium is Silver Spring Estates Condominium Homes. The address for the condominium is c/o DSI Real Estate Group, Inc., 100 River Place, Suite 1, Madison, WI 53716. Individual unit addresses are set forth on Exhibit “C” attached hereto and made a part hereof.

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

- A. General taxes and special assessments not yet due and payable.
- B. Easements and rights in favor of gas, electric, telephone, water, sewer, cable television and other utilities and utility providers.
- C. Exceptions to Title:
  - 1. Declaration of Protective Covenants, Conditions and Restrictions dated April 30, 2015 and recorded in the Register of Deeds office for Waukesha County on May 4, 2015, as Document No. 4139546 and all amendments thereto.

2. Planned Residential Development recorded on September 25, 2013 as Document No. 4044783.
3. Development Agreement dated July 23, 2014 and recorded on August 4, 2014 as Document No. 4092885.
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6. Development Agreement dated September 21, 2017 and recorded on October 6, 2017 as Document No. 4304101.
7. Development Agreement dated July 18, 2018 and recorded on October 22, 2018 as Document No. 4367117.
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9. Post-Construction Runoff Permit No. PCP2018-10 dated October 17, 2018 and recorded on October 25, 2018 as Document No. 4367661.
10. Easement to Wisconsin Electric Power Company recorded on January 12, 1971 as Document No. 776483.
11. Easement Assignment to American Transmission Company LLC recorded on January 10, 2001 as Document No. 2615804.
12. Easement to the Village of Menomonee Falls dated October 12, 1995 and recorded on December 13, 1995 as Document No. 2087300.
13. Conveyance of Rights in Land by the Village of Menomonee Falls to the State of Wisconsin, Department of Transportation dated May 7, 2007 and recorded May 22, 2007 as Document No. 3482908.
14. Easement Agreement by and between Lied's Nursery Company and the Village of Menomonee Falls dated May 20, 1998 and recorded on June 26, 1998 as Document No. 2333362.
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19. Easement(s) to the Village of Menomonee Falls dated December 10, 2014 and recorded on December 10, 2014 as Document No. 4114425.
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21. Dedication and Acceptance dated August 20, 2018 and recorded on October 23, 2018 as Document No. 4367220.
22. Dedication and Acceptance dated August 6, 2018 and recorded on October 23, 2018 as Document No. 4367222.
23. Covenants, conditions, restrictions, easements and notes as set forth on the recorded plat of Silver Spring Estates.
24. Covenants, conditions, restrictions, easements and notes as set forth on the recorded plat of Silver Spring Estates Phase 2.
25. Covenants, conditions, restrictions, easements and notes as set forth on the recorded plat of Silver Spring Estates Phase 6.

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

2.5 General Description of Condominium. If Declarant exercises all expansion rights, the Condominium shall consist of eleven (11) buildings, containing a maximum of twenty-two (22) residential units (the “**Residential Units**” or the “**Units**”), together with driveways, pedestrian walkways, surface parking areas, garages and land. Two (2) Residential Units in one (1) building is created by this Declaration at this time. The ground and buildings shall be used for residential uses. A Condominium Plat showing the land and building is attached hereto as Exhibit “B” incorporated herein by reference (the “**Plat**” or “**Condominium Plat**”). The expansion area of the Condominium is described in Article XIX, below and in Exhibit A-1, attached hereto and incorporated herein by reference. The partitioning, fixtures, attachments and decorations within each Unit will be determined from

time-to-time by each Unit Owner, subject to restrictions contained in this Declaration, the By-Laws and any Rules and Regulations (the “**Rules**”) adopted by The Silver Spring Estates Condominium Owners Association, Inc., a Wisconsin non-profit, non-stock corporation formed by for the purposes set forth herein and in the By-Laws and Rules (the “**Association**”), and in any and all amendments and modifications thereto as adopted by the Association from time-to-time.

### **ARTICLE III** **UNITS**

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

3.2 Boundaries of Units. A Unit in the Condominium shall include:

A. One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom. The exterior boundaries of the cubicles shall be the vertical planes, the elevations of which coincide with and include the undecorated finished ceiling, floors and walls of the Unit. The foregoing boundaries extended to the intersection with each other shall constitute the Units as shown on Exhibit "B." It is intended that the surface of each plane described above (be it tiled, papered, paneled, painted, carpeted or otherwise covered) is included as a part of each defined Unit. Included within the Unit shall be all windows and doors, (including hardware), which provide direct access to the Unit including the garage door or doors and associated operating mechanism. In the case of a Unit with more than one (1) floor level, the boundaries delineated above shall apply to each of said floor levels and shall include all stairways and stairwells situated therein.

B. Any and all appliances and other fixtures contained within or serving each Unit, whether they are inside or outside the defined cubicle of air, including, without limitation:

- 1) Interior lights and light fixtures.
- 2) Cabinets.
- 3) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
- 4) All telephone, telefax, cable television, computer, internet, stereo or other sound system, including all outlets, switches, hardware and other appurtenances serving them.

5) All plumbing fixtures, hot water heaters, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixtures and water or sewage lines serving more than one (1) Unit.

6) The heating, ventilating and air conditioning system, including the control mechanisms all vents from the Unit to the exterior of the Condominium, including vents for the furnace, clothes dryer, rangehood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections, thereto serving each Unit.

Specifically not included as part of the Unit are those structural components of each building and any portion of the plumbing, electrical or mechanical systems of the building serving more than one (1) Unit, even if located within the cubicle or cubicles of air comprising the Unit.

3.3 Legal Description of Units. The Units created herein shall be identified by a unit number which is identical to the street address number for the Unit, as set forth in Exhibit "C" attached hereto and incorporated herein by reference and also as depicted on the Condominium Plat. Expansion Units shall be identified by street address at such time as said Expansion Units are added to the Condominium.

#### **ARTICLE IV** **UNIT OWNER**

"Unit Owner" shall mean a person, combination of persons, partnership, limited partnership, limited liability partnership, limited liability company or corporation, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser.

#### **ARTICLE V** **COMMON ELEMENTS**

5.1 Definition. "Common Elements" shall mean all of the Condominium except the Units and Limited Common Elements.

5.2 Description. The Condominium Common Elements are the following:

- A. The land specifically described on Exhibit "B."
- B. Demising walls separating more than one (1) Unit.
- C. Any mechanical or utility mechanism, meters, connection or service that serves more than one (1) Unit.

D. Any other portion of the improvements to the land located within the land described in Exhibit "B" which is not included within the boundary of a Unit as described above.

5.3 Use. Except as otherwise provided herein, and subject to the By-Laws of the Association, as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements may be used by the Unit Owners for the purposes for which they were intended. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the By-Laws of the Association and rules and regulations adopted pursuant thereto.

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

## **ARTICLE VI** **LIMITED COMMON ELEMENTS**

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

6.2 Description. The Condominium Limited Common Elements consist of all Limited Common Elements shown on the Condominium Plat and any addendums thereto. Any of the following, whether or not shown on the Condominium Plat or any addendum thereto, shall be Limited Common Elements:

- A. Decks, patios, and porches (if any) attached to, leading directly to or from, or adjacent to each Unit.
- B. Entrances, including the step and stoop, or stairwell leading to or from each Unit.
- C. The driveways situated immediately in front of the garage doors of each Unit.

6.3 Use; Maintenance. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owners who has/have the exclusive use of such Limited Common Elements, except that no use may occur which could damage the structure of any building or otherwise cause harm to the Condominium. In addition, maintenance, repair and replacement of the Limited Common Elements shall be the responsibility of the Unit Owners to whose use the Limited Common Element is limited, except as provided in Section 9.2, below.

## **ARTICLE VII** **USES**



7.1 Units, Common Elements and Limited Common Elements. The Units, Limited Common Elements and Common Elements of the Condominium shall be used for residential occupancy and, where applicable, motor vehicular parking purposes only, and shall not be used for any other purpose. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements and Common Elements shall comply with all applicable municipal ordinances, and any other restrictions as contained in the Association's Articles of Incorporation, By-Laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by the other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation thereof and may be assessed against such Owner's Unit.

## **ARTICLE VIII** **ASSOCIATION**

8.1 Definition. "Association" shall mean The Silver Spring Estates Condominium Owners Association, Inc., a Wisconsin non-stock corporation.

8.2 Duties and Obligations. All Unit Owners shall be members of the Association and subject to its Articles of Incorporation, By-Laws, and rules and regulations adopted by it for the use and management of the Condominium.

8.3 Master Association. The Association shall have the right, by action of the board of directors, to act as a master association under section 703.155 of the Wisconsin Statutes ("**Master Association**"), on behalf of itself and one or more unrelated condominiums, and to exercise those powers (i) set forth in section 703.15 of the Wisconsin Statutes; (ii) expressly described in this Declaration and (iii) as permitted in the delegation of power from those condominiums. In the event that the Association is appointed a Master Association, for the duration of the period of Declarant Control (as defined below in section 8.5), the Declarant reserves the right to elect the members of the executive board of the Master Association on behalf of the Association. Upon termination of the period of Declarant Control, or upon the earlier, voluntary relinquishment of control by the Declarant, the executive board of the Master Association shall be elected by the vote of the members of the executive boards of all condominiums subject to the Master Association, who shall elect all members of the executive board.

8.4 Voting. The Owner of each Unit shall be entitled to one (1) vote in the Association, subject however, to suspension as provided herein. Even if a Unit is owned by more than one (1) person, the Unit must cast its vote or votes as a whole. No fractional voting will be allowed or considered. As provided in Article VII hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member

of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Waukesha County Register of Deeds office.

8.5 Declarant Control. Except as otherwise provided in Section 703.15(2)(d), Wisconsin Statutes, as may be amended, Declarant reserves the right to appoint and remove officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its officers (hereinafter "**Declarant Control**"). The period of Declarant Control shall continue until the earlier of either of the following to occur: (i) the expiration of ten (10) years from the date the first unit is conveyed to a person other than Declarant; or (ii) the expiration of thirty (30) days after the conveyance of seventy-five (75%) percent of the Common Element interest (as fully expanded as is permitted herein) to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by the Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium. Declarant shall also have the right during the period of Declarant Control to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

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

8.7 Completion of Common Elements. Declarant shall complete the Common Elements and Limited Common Elements of the Condominium in accordance with the building plans approved by the municipality in which the Condominium is located. Declarant shall have no further obligation with respect to construction of Common Elements or Limited Common Elements, including, but not limited to, the installation of additional walkways, streets, sidewalks, trees or landscaping. All of such Common Elements and Limited Common Elements shall be subject to a one (1) year warranty from Declarant to the Association, which warranty shall commence on the date construction of such Common Element or Limited Common Element is completed. Developer's sole warranty with respect to such Common Elements and Limited Common Elements shall be that they shall be constructed in a good and workmanshiplike manner and in accordance with the building plans approved by the municipality in which the Condominium is located. In the event there is any dispute, controversy or claim arising out of the warranty given in this paragraph, such dispute, controversy or claim shall be resolved by arbitration as provided in the Wisconsin Arbitration Act, Chapter 788 of the Wisconsin Statutes (the "**Arbitration Act**"). Arbitration shall be conducted by Construction Arbitration Services ("**CAS**") or the American Arbitration Association ("**AAA**") or a successor organization, under the rules then in effect. The decision of the arbitrator(s) shall be final and binding and may be enforced by any party in a court of competent jurisdiction in accordance with the provisions of the Arbitration Act. The cost of the arbitration, including the fee of the arbitrator, shall be paid by the party losing the arbitration. In the event that the arbitrator(s)' decision is a mixed decision, the fees of the arbitration shall be divided equally or as the arbitrator otherwise determines. Arbitration shall be initiated by a written notice by the Declarant, Unit Owner or the Association to the other party that a dispute has arisen with respect to a warranty item and the payment of the fee to CAS or the AAA, which may then be ordered by the arbitrator to be reimbursed by the losing party as provided above.

## **ARTICLE IX** **REPAIRS AND MAINTENANCE**

9.1 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance and repair and replacement of his, her, its or their Unit.

9.2 Limited Common Elements. With the exception of (i) that portion of the Limited Common Elements that are a part of the exterior of the structures comprising the Condominium, which portion shall include, but not be limited to, patios and decks; and (ii) the driveways situated immediately in front of the garage doors of each Unit, each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, replacement, general cleanliness, and presentability of the Limited Common Elements which use is reserved to the Unit or Units. The Association shall be responsible for maintenance, repair and replacement to the Limited Common Elements described in subsections (i) and (ii) above. The Unit Owner shall be responsible for decoration, furnishing, housekeeping, general cleanliness, and presentability of the Limited Common

Elements described in subsections (i) and (ii) above. Snow removal from patios and decks shall be the responsibility of the Owner of the Unit to which the patio or deck is appurtenant as a Limited Common Element.

9.3 Common Elements. Except as provided in Section 5.3 hereof, the Association shall be responsible for the maintenance, repair, replacement, general cleanliness and presentability of the Common Elements. Maintenance shall include but not be limited to prompt snow removal and surface repair, maintenance and replacement when deemed necessary by the Association. Cost of maintenance that is the responsibility of the Association shall be an "Expense" of the Association to be assessed to Units as set forth herein after.

9.4 Entry by Association. Provided that twenty-four (24) hours prior notice is given, duly authorized officials or agents of the Association may enter any Unit or Limited Common Element(s) or both at reasonable times and under reasonable conditions when, in the opinion of the said authorized officials or agents, entry is necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. The entry shall be made with as little inconvenience to the Unit Owner, his, her, its or their tenants, as possible under the circumstances, and during normal business hours, if possible. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense. Notwithstanding the foregoing, in the event of an emergency, the twenty-four (24) hour notice requirement shall not apply, although, prior notice to the Unit Owner shall be attempted.

## **ARTICLE X** **UNIT ALTERATIONS**

### 10.1 Within Unit.

A. A Unit Owner may make improvements or alterations within his, her, its or their Unit; provided, however, that such improvement or alteration shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the prior written permission of the Architectural Control Committee ("**COMMITTEE**"), as defined hereinafter, which permission may be denied in the sole discretion of the COMMITTEE. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by the recording of a modification to this Declaration and the Plat before it shall be effective and must comply with the then-legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contact, or similar security interest.

## 10.2 Relocation of Boundaries.

A. If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners must obtain the approval of the COMMITTEE as set forth hereinafter, and shall prepare and execute appropriate instruments.

B. An amendment to the Declaration and an addendum to the Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. The amendment to the Declaration shall also state the reallocation, if any, of the aggregate undivided interest in the Common Elements appertaining to the Units. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect in the Waukesha County Register of Deeds Office.

C. Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

D. After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded in the Waukesha County Register of Deeds Office. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium instruments.

## 10.3 Separation of Units.

A. A Unit may be separated into two (2) or more Units upon compliance with the provisions of this section, provided that the COMMITTEE approves the separation. The COMMITTEE, upon written application of a Unit Owner proposing the separation of a Unit (hereinafter the "**Separator**") shall provide thirty (30) days' written notice to the other Unit Owners of the request to Separate. If approved, the Association shall promptly prepare and execute appropriate instruments under this section. An amendment or addendum to the Condominium instruments shall assign a new identifying number to each new Unit created by the separation of a Unit, shall allocate to those Units, on a reasonable basis acceptable to the Separator and the other Unit Owners, all of the undivided interest in the Common Elements and rights to use the Limited Common Elements. The vote in the Association formerly appertaining to the separated Unit will be allocated among the resulting Units. For this purpose, a fractional vote shall be permitted. The amendment shall reflect a proportionate allocation to the new Unit(s) of the liability for Common Expenses and right to common surpluses formally appertaining to the subdivided Unit.

E. Plats and plans showing the boundaries and dimensions separating the new Units together with their other boundaries and their new identifying numbers or letters shall be prepared. The plat and plans shall be certified as to their accuracy and compliance with Subsection 703.13(7), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

F. After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Separator upon payment by him, her or it of all reasonable costs for their preparation. Those instruments are effective when the Separator has executed them and they are recorded in the Waukesha County Register of Deeds Office. The recording of the instruments shall be conclusive evidence that the separation did not violate any restrictions or limitations specified by the Condominium instruments and that any reallocations were reasonable.

10.4 Expenses. All expenses involved in any improvements or alterations approved by the COMMITTEE or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Units.

## **ARTICLE XI** **INSURANCE**

11.1 Property Insurance. The Association shall obtain and maintain insurance for the Units, Limited Common Elements and Common Elements on an "all risk basis" for an amount not less than the full replacement value of the insured property. For purposes of this paragraph, "insured property" shall include all elements of the buildings constituting the Condominium, including without limitation, all interior finishes, built-in cabinets, plumbing fixtures, heating, ventilating and air conditioning equipment, partition walls and floor coverings, existing as of the most recent date of completion of a Unit ("**Completion Date**"). That is, the Completion Date shall be continually updated to the date coinciding with the completion of the most recent Unit since the Condominium is under construction. The final Completion Date shall occur after all Units have been completed, including Units described in the expansion area as set forth in Article XIX below. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.

11.2 Liability Insurance. The Association shall maintain general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable. The policies may, at the discretion of the Board of Directors of the Association, include standard coverage for the errors and omissions of Association directors and officers. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. Such policies shall also contain a "severability of interest" endorsement which shall preclude the insurer from denying the

claim of a Unit Owner because of negligence on the part of the Association or any Unit Owners, their tenants or visitors.

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

11.4 Administration. Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from insurance carriers licensed or permitted to do business in the State of Wisconsin.

11.5 Unit Owner's Insurance. Each Unit Owner shall maintain property insurance for the contents, additions and alterations contained within his, her, its or their Unit. For the purpose of this paragraph, "insured property" shall mean additions and alterations made to the interior of a Unit by a Unit Owner after the Completion Date, as well as contents which each Unit Owner may elect to insure. The Unit Owner shall be the named insured and the Association shall be named as an additional insured. Each Unit Owner shall also maintain comprehensive general liability coverage at a single limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per incident or such other limits as the Board may, from time to time, prescribe. Unit Owners shall, upon request, provide the Association with certificates of insurance evidencing the required coverage. All policies must be issued by insurance carriers acceptable to the Association and licensed to do business in the State of Wisconsin. The Association's approval shall not be unreasonably withheld.

11.6 Disbursement. Insurance proceeds shall first be disbursed by the Association for the repair or restoration of the damaged Units, Limited Common Elements and Common Elements. Unit Owners and their Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court of law has ordered partition of the Condominium property, and the same can be legally accomplished under applicable municipal ordinances, or there is a surplus of insurance proceeds after the Common Elements and Limited Common Elements have been completely repaired or restored.

11.7 Commencement. All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

## **ARTICLE XII** **REPAIR OR RECONSTRUCTION**

In the event the Condominium is damaged or destroyed, in whole or in part, the Association shall promptly undertake to repair or reconstruct the damaged portion of the Condominium to its former condition unless, by the affirmative vote of Unit Owners representing at least seventy-five (75%) percent of the votes in the Association as set forth on Exhibit "C" as amended from time to time and their first Mortgagees, a contrary decision is made. Upon reconstruction, the Association may vary the design, plan, and specifications of the Condominium from that of the original; provided, however, the number of square feet for any Unit may not vary by more than five (5%) percent from the number of square feet for such Unit existing immediately prior to the damage or destruction (unless Unit Owners owning at least eighty (80%) percent of the Units agree otherwise); and provided, further, the location and floor plan of the buildings and Units therein shall be substantially the same as they were prior to the damage. In the event of any variance, an amendment to the Declaration and an addendum to the Condominium Plat shall be recorded. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

### **ARTICLE XIII** **EMINENT DOMAIN**

In the event of a taking of all or any portion of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes, shall control; provided, however, the affirmative vote of at least fifty-one (51%) percent of the first Mortgagees, calculated on a per-Unit basis, shall also be required in order to partition the Condominium; and provided, further, if Common or Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

### **ARTICLE XIV** **COMMON EXPENSES**

14.1 Liability of Unit Owner. Each Unit Owner (other than the Declarant) shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("**Common Expenses**") shall be allocated among the Units in the percentages specified in Exhibit "C" except that charges may be specifically allocated to particular Units by the Association, or by separate agreement among the Unit Owners, based on the benefit to the Unit Owner of the cost or expense involved or on the usage, fault or negligence or other factors affecting the deterioration or damage of or to Units, Common Elements, or Limited Common Elements. Pursuant to S. 703.16 Wis. Stats., during the period of Declarant control any Unit owned by the Declarant is exempt from assessments for Common Expenses until the Unit is sold. Notwithstanding the foregoing, the total amount assessed against Units that are not exempt from assessments may not exceed the amount that equals the non-exempt Unit's budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget. The Declarant is liable for the balance of the actual Common Expenses.



14.2 Enforcement. The assessments for Common Expenses, together with such interest as the Association may impose pursuant to the By-Laws for delinquencies and the costs of collection and reasonable attorneys fees, constitute a lien on the Units against which they are assessed, except as otherwise provided in Section 14.5 below. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes.

14.3 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.16(9), Wisconsin Statutes, has been filed against a Unit, the Association may, upon notice to the Unit Owner, suspend the voting rights of the delinquent Unit Owner.

14.4 Unit Sale; Reserve Fund. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a Statement of Condominium Lien covering the delinquency shall have been recorded prior to the transfer. The reserve fund shall be used by the Association for capital improvements or extraordinary expenses, as the Association shall determine.

14.5 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. Such lien shall be subordinate to any first (1st) priority mortgage, as described in Section 708.09, Wisconsin Statutes. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney's fees. The lien may be recorded in the Waukesha County Clerk of Court's office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner by disclaiming use of the Common Elements. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he, she, it or they shall pay the reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among or between Unit Owners, the Association, the Declarant, or combination thereof. Rather, the Unit Owner shall timely pay all assessments pending resolution of any dispute.

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

14.7 Negligence of Owner. If, due to the negligent or intentional act or omission of a Unit Owner, or a member of his family or household pet, or of or to a guest or other

authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, subject to the rules, regulations and By-Laws of the Association.

## **ARTICLE XV** **AMENDMENTS**

During the period of Declarant control, Declarant may amend this Declaration at its discretion. Upon termination of the period of Declarant Control, this Declaration may only be amended with the written consent of the Unit Owners owning at least sixty-six and 2/3rds (66.67%) percent of the Units; provided, however, no such amendment may substantially impair the security of any mortgagee. Except for consents deemed approved by a first mortgagee pursuant to s. 703.09(2m) of the Act, a Unit Owner's consent is not effective unless it is approved in writing by the first mortgagee of the Unit, if any. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Waukesha County Register of Deeds Office as required by statute.

## **ARTICLE XVI** **NOTICES/REGISTERED AGENT**

The Registered Agent obligated to receive service of process for the Condominium or the Association shall be David P. Simon, c/o DSI Real Estate Group, Inc., 100 River Place, Suite 1, Madison, WI 53716 or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

## **ARTICLE XVII** **REMEDIES**

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, the Association's By-Laws, the Articles of Incorporation or with any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by such failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred and no/100ths dollars (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all reasonable attorneys' fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be

assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

**ARTICLE XVIII**  
**EASEMENTS**

Easements are reserved over, through, across and underneath the Common Elements for ingress and egress and for the presence, installation, maintenance, repair and replacement of present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm water drainage pipes, electrical wires, television wires, computer cables, security wires, street lights, traffic signals and signs, appurtenances thereto and the like, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant, the Association and the Unit Owners. Easements for ingress and egress are reserved to the Association in, over, across and under the Units and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from the use of such easements. Easements for decoration are reserved to Unit Owners over and into the surfaces of the Common Elements, provided such use does not impair the structural integrity of the Condominium.

**ARTICLE XIX**  
**EXPANSION OF THE CONDOMINIUM**

19.1 Expansion of Condominium. Declarant reserves the right to expand the Condominium as permitted by Wisconsin Statute Section 703.26 by subjecting additional property to this Declaration and by reallocating the respective percentage of undivided interests and obligations in the Common Elements as set forth in Exhibit "C" hereof. As to these future phases, Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium. The addition of property subjected to this Declaration and the reallocation of interests may be accomplished by the recording of amendments to this Declaration, for which purpose it shall be sufficient to record amended Exhibits "A", "A-1", "B" and "C", and addendums to the Condominium Plat. The property which may be added to the Condominium under this reservation of right to expand is described in attached Exhibits "A-1" and "B". The maximum number of Units which may be added to the Condominium is twenty (20) Units. If all Units described in this paragraph were to be added, there would be a total number of twenty-two (22) Units in the Condominium. Each new Unit shall have one (1) vote in the Association. The reallocation of percentage interests, as currently set forth in Exhibit "C" shall be based on a formula stated as a percentage, the numerator of which shall be the number one (1) and the denominator of which shall be the total number of all Units in the Condominium as

expanded, as shown on Exhibit "C-1," attached hereto and incorporated herein by reference.

The right to expand the Condominium and to amend the Declaration and Condominium Plat for this purpose is reserved for a period ending ten (10) years from the date of recording this Declaration, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply ("**Expansion Expiration Date**"). In the event all or any portion of the land described in Exhibit "A-1" has not been included in the Condominium by means of an Amendment to the Declaration as herein provided by the Expansion Expiration Date (or by an extended date, if an amendment to such effect is adopted by the Association and approved by the Declarant), then the reservation herein provided as to such portion shall cease and terminate with no action necessary on the part of the Unit Owners, the Association, or Declarant, its successors or assigns. In addition, Declarant may terminate this reservation on the land described in Exhibit "A-1" by executing and recording an instrument to that effect with the Waukesha County Register of Deeds.

## **ARTICLE XX** **ARCHITECTURAL CONTROL COMMITTEE**

20.1 Membership. Declarant shall establish the Committee consisting of three (3) members. So long as Declarant has title to any Unit, the Committee may be appointed by Declarant. After Declarant no longer has title to any Unit within the Plat, the initial members of the Committee shall resign and the Association shall elect three (3) Owners to serve on the Committee. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association. If the Declarant or the Association shall fail to appoint members to the Committee, the Board shall so act.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee appointed hereunder shall serve for the time period specified in paragraph 20.10 below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

20.2 Architectural Control. No structure, whether residence, accessory building, tennis court, swimming pool, antenna, flag pole, wall, landscaping or other improvements, (whether located in a Unit, Common Elements or Limited Common Element), including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Unit, Common Element or Limited Common Element, and no alteration or repainting of the exterior of a structure shall be made unless complete plans, specifications and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Said plans,

specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, and the grading plan. A copy of such plan specifications and plot plans as finally approved shall be deposited with the Committee.

20.3 Plan Review. The Committee shall review said plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation.

20.4 Procedure.

A. The Committee may charge a "request for action" or "approval" fee not to exceed \$50.00 for each request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

B. A submission will not be complete, and the thirty (30)-day approval time set forth above, shall not commence until all documents required herein have been submitted. All such submissions shall be made to the Committee at the address set forth in this Declaration or to such other address that the Committee may designate.

C. The Committee shall have the sole right to reject any plans which, in the judgment and sole opinion of a majority of its members are not in conformity with this Declaration; or are not desirable for aesthetic reasons; or are not in harmony with buildings located on the surrounding neighborhoods; or are not in conformity with the general purposes of this Declaration.

D. The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Unit, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

E. The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses

incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

20.5 Separate City Approval. Matters which require approval of the Committee may also require approval of the City of Madison. Obtaining approval from the Committee and the City of Madison is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the City of Madison and approval by the City of Madison shall not be deemed approval by the Committee.

20.6 Records. Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address:

Silver Spring Estate Condominium Homes  
Architectural Control Committee  
6801 South Towne Drive  
Madison, Wisconsin 53713

20.7 Committee Liability. Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

20.8 Indemnification. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Expense. Nothing in this Section 20.8 shall be deemed an indemnification of such person with respect to such person's status as Unit Owner, occupant or otherwise.

20.9 Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if the Committee finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Unit Owner or if the proposed Unit improvement is

such as to present, in its opinion, a particularly pleasing appearance compatible with other properties in the development.

20.10 Successor to Committee. Declarant may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when the period of Declarant control ends. At such time as Declarant turns over Association control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

## ARTICLE XXI GENERAL

21.1 Utilities. Each Unit Owner shall pay for his, her or its cable television, telephone, electrical, gas, and other utility services which are separately metered or billed to each user by the respective utility company provider. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses except as may be otherwise provided under Section 14.1 hereof.

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

21.3 Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept except in a fully enclosed garage. The exterior storage of boats, trailers, onsite mini storage containers, onsite storage PODS, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation, "**Equipment**"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers, trailers or vans may be stored or parked overnight on or in front of said Units except in an enclosed garage.

21.4 Nuisances. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Units and/or improvements.

21.5 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be allowed at any time as a residence, either temporarily or permanently.

21.6 Signs. No sign of any kind shall be displayed to the public view within the Condominium except, one sign of not more than six square feet advertising the property for sale or rent, or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant.

21.7 Garbage And Refuse Disposal. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be kept.

21.8 Outbuildings. No outbuilding, shed or accessory building of any nature shall be erected.

21.9 Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Unit without prior written approval of the Committee.

A. Appropriate antennae or satellite dish placement:

1. Only one antennae or satellite dish shall be allowed per Unit.
2. Antennae or satellite dish shall be placed in rear yards or on the rear roofline of the Unit and shall not be visible from curb directly in front of the Unit.
3. Antennae or satellite dish shall not project past the upper most roof ridgeline.

B. Inappropriate antennae or satellite dish placement:

1. Antennae or satellite dish in front or side yards shall not be permitted.
2. Antennae or satellite dish shall not interfere with utility equipment.

21.10 Firewood Storage. No firewood or woodpile shall be kept outside a structure.

21.11 Solar Collectors. No active solar collector or apparatus may be installed on any Unit unless such installation is first approved in writing by the Committee, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.



21.12 Lighting. Exterior lighting installed on any Unit shall either by indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Units.

21.13 Pet Rules and Regulations.

A. Livestock (including rabbits, poultry, birds and other animals) shall not be kept in any Unit or in any part of the buildings of which the Units are a part, nor on patios, decks, or upon any Common Elements or Limited Common Elements or other part of the Condominium. Pets, including dogs, cats, and other household pets (not to exceed two (2) in number and not more than thirty-five (35) pounds in weight individually or one (1) in number, but not more than seventy (70) pounds individually) may be kept by Unit Owners within each Unit Owner's respective Unit, but shall not be maintained for breeding purposes. For the purposes of keeping pets, the term "Unit" shall not include a patio, deck or other Limited Common Element.

B. Dogs and cats shall be carried or kept on a leash at all times when not in the Units. Household pets shall not be permitted to commit our cause a nuisance or any unreasonable disturbance.

C. Pets shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for immediate clean-up of their pets, regardless of the circumstances.

D. Unit Owners are pecuniarily liable for any damage to the Common Elements and other property of the Association or the property of other Unit Owners and any of their guests or invitees including but not limited to carpeting, doors, walls, plantings or lawns committed or caused by their pets.

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

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

21.16 Lease of Units. As a general rule each Unit shall be occupied by the Unit Owner. No person shall have the right to purchase a Unit with the intent to lease the Unit to third parties unless the same is purchased by a child/(children) for occupancy by a parent(s) for estate planning purposes of the parent(s), and then only to be occupied by such parent(s) providing that the child/(children) so purchasing shall notify the Association in writing of said intended ownership, purpose and occupancy with a

certificate stating the name of the parent(s) and that the same is for such estate planning purposes. If, subsequent to a Unit Owner's purchase and occupancy of the Unit, the Unit Owner wishes to lease the Unit as a result of the Unit Owner's illness, temporary relocation for purposes of employment or other similar reason, the Unit Owner may lease the Unit, but only upon compliance with the following conditions:

- A. Any lease shall be in writing;
- B. Before executing any lease, the Unit Owner shall submit the proposed form of the lease to the Association, together with a written statement to the Association stating the reason why the Unit Owner needs to lease the Unit (the "**Statement**"); and
- C. The Unit Owner shall not rent to more than one (1) tenant(s) during any period of twelve (12) consecutive months.

The Association shall approve the lease if the Association, in its reasonable judgment, believes the Unit Owner has an acceptable reason(s) for entering into the lease. However, if the Association, in its reasonable judgment, does not believe the Unit Owner has an acceptable reason for entering into the lease, the Association shall refuse consent to the leasing of the Unit and the Unit Owner shall not lease the Unit. The Association shall be irrevocably presumed to have consented to any lease if it does not give the Unit Owner written notice of the Association's refusal of consent within ten (10) business days after the Association receives the Unit Owner's proposed lease and Statement. If the Association withholds consent, it shall give the Unit Owner written notice of the reason(s) for the Association's decision.

Any Unit Owner whose leasing of a Unit has been approved shall furnish a true and correct copy of the lease to the Association, and shall inform the Association of the names of all persons who will occupy the Unit under the lease. No lease shall be effective until the Unit Owner furnishes a copy of the lease and the names of all such occupants to the Association.

Notwithstanding the above listed procedure for the leasing of Units, the Declarant shall maintain its right to lease unsold Units, unrestricted by any leasing restrictions and limitations set forth in this Declaration, which Declarant's right to lease shall continue for so long as Declarant owns any Units in the Condominium.

21.17 Limitation on Enforcement of Some Conditions. No covenant, condition or restriction set forth in this Declaration and no by-law, rule or regulation adopted by the Association pursuant to the authority granted to the Association pursuant to this Declaration or the Association's Articles of Incorporation, By-Laws or rules and regulations may be applied to discriminate against any individual in any manner described in Section 106.04, Wisconsin Statutes, or as described in any other local, state or federal statutes, ordinances, regulations and rules.

21.18 Parade of Condominiums. So long as Declarant shall own any Unit, Declarant reserves the right to submit Units as a site for any parade of condominiums (the “**Parade of Condominiums**”) if such event exists in the municipality or county in which the Condominium is located. In the event that some or all of said Units are selected as a site for such a Parade of Condominiums, this Declaration shall, as to the Units enrolled in the Parade of Condominiums, for a limited period of time terminating 48 hours after the conclusion of the Parade of Condominiums, be deemed temporarily altered and modified, to the extent necessary, to permit the Parade of Condominiums in this Plat pursuant to the then current Parade of Condominiums rules. All purchasers of Units, and/or their successors and assigns, shall take title subject to this specific reservation by the Declarant and shall waive all rights to object to violations of this Declaration by the Declarant, or any of the builders or participants in the Parade of Condominiums for the period of the Parade as set forth above, and the closing of any public or private streets in the Parade of Condominiums area. All Unit owners appoint the Declarant as their attorney-in-fact to execute all necessary petitions, applications and/or consents to facilitate said street closings for the Parade of Condominiums.

21.19 Rights of First Mortgagees. Any first lien mortgagee and guarantor (but only to the extent that the Unit Owner provides the Association with the current mailing address of any guarantor) shall be provided with written notice within fifteen (15) days of any of the following events: a) any condemnation or casualty loss that affects a material portion of the Condominium or the Unit securing its mortgage; 2) any sixty (60) day delinquency in the payment of assessments owed by the Owner of the Unit securing its mortgage which remains uncured after sixty (60) days; 3) a lapse, cancellation or material modification of any insurance policy maintained by the Association; 4) any proposed action which would require the consent of mortgagees pursuant to the Act, the Declaration or By-Laws. A mortgagee (or someone taking title through such mortgagee) acquiring title to a Unit following an Owner’s default under the mortgage shall not be liable for such Unit’s unpaid assessments accruing prior to the mortgagee’s acquisition of title to the Unit. A mortgagee (or someone taking title through such mortgagee) acquiring title to a Unit following an Owner’s default under the mortgage shall be responsible for all assessments appurtenant to such Unit accruing on or after acquiring title to the Unit.

**[Remainder of Page Intentionally Left Blank.]**



**ACKNOWLEDGMENT AND CONSENT  
OF MORTGAGEE**

First Business Bank, as the Mortgagee of the property described in Exhibits "A" and "A-1" hereby acknowledges the foregoing Declaration of Condominium for Silver Spring Estates Condominium Homes, and expressly consents to said Condominium Declaration and its recording in the Waukesha County Register of Deeds Office.

Executed this 31<sup>st</sup> day of January, 2019.

**First Business Bank**

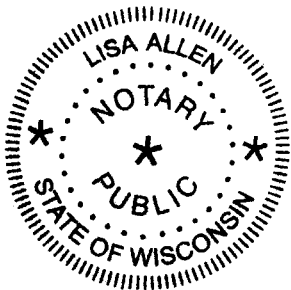
By: 


Print Name: Brian E. Hagen

Print Title: Senior Vice President

STATE OF WISCONSIN            )  
  )ss>  
COUNTY OF DANE                    )

Personally came before me, LISA ALLEN, notary public for the above State and County, this 31 day of JANUARY, 2019, the above named Brian E. Hagen, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



  
Print Name: LISA ALLEN  
Notary Public, State of Wisconsin  
My Commission expires: OCT. 29, 2022

## **EXHIBIT "A"**

### **Legal Description of Land Subject to Declaration**

Part of Lot 101 of Silver Spring Estates Phase 6 Subdivision, recorded in the Waukesha County Register of Deeds Office on January 02, 2019 as Document No. 4377618, being located in a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin being more particularly described as follows:

Beginning at the Southerly most corner of said Lot 101; thence Northwesterly 70.06 feet along a Southerly line of said Lot 101 on a curve to the left having a radius of 180.00 feet, the chord of said curve bears North 46°-45'-41" West, a chord distance of 69.62 feet; thence North 32°-05'-17" East, a distance of 43.36 feet; thence North 11°-13'-49" East, a distance of 208.54 feet to the North line of said Lot 101; thence South 78°-43'-27" East along said North line, a distance of 104.31 feet to the Northeast corner of said Lot 101; thence South 11°-16'-33" West along an Easterly line of said Lot 101, a distance of 217.60 feet to an Easterly corner of said Lot 101; thence South 52°-47'-34" West along an Easterly line of said Lot 101, a distance of 91.25 feet to the point of beginning and containing 0.628 acres (27,362 sq. ft.) of land more or less.

**EXHIBIT "A-1"**  
**Legal Description of Expansion Area**

Part of Lot 101 of Silver Spring Estates Phase 6 Subdivision, recorded in the Waukesha County Register of Deeds Office on January 02, 2019 as Document No. 4377618, being located in a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin being more particularly described as follows:

Beginning at the Southwest corner of said Lot 101; thence North 04°-16'-48" West along the West line of said Lot 101, a distance of 266.02 feet to the Northwest corner of said Lot 101; thence South 78°-43'-27" East along the North line of said Lot 101, a distance of 563.17 feet; thence South 11°-13'-49" West, a distance of 208.54 feet; thence South 32°-05'-17" West, a distance of 43.36 feet to a Southerly line of said Lot 101; thence Northwesterly 65.39 feet along said Southerly line on a curve to the left having a radius of 180.00 feet, the chord of said curve bears North 68°-19'-05" West, a chord distance of 65.02 feet; thence North 78°-43'-27" West along a Southerly line of said Lot 101, a distance of 215.98 feet; thence Northwesterly 197.87 feet along a Southerly line of said Lot 101 on a curve to the left having a radius of 1,030.00 feet, the chord of said curve bears North 84°-13'-39" West, a chord distance of 197.56 feet to the point of beginning.

**ALSO INCLUDING**

Lot 100 of Silver Spring Estates Phase 6 Subdivision, recorded in the Waukesha County Register of Deeds Office on January 02, 2019 as Document No. 4377618, being located in a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin

Said lands containing 4.764 acres (207,515 sq. ft.) of land more or less.

**EXHIBIT "B"**

**Condominium Plat**

[Attached.]

Please be advised that the Declarant hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit "B." Only the special relationships of the illustrators on the maps and floor plans are being presented for your information.

**\*DECLARANT\***

**MFallsSSE LLC**

By: 

Print Name: David Simon

Print Title: Authorized Officer & Signatory



# SILVER SPRING ESTATES CONDOMINIUM HOMES

## WAUKESHA COUNTY, WISCONSIN

PART OF LOT 101, SILVER SPRING ESTATES PHASE 6, LOCATED IN A PART OF THE NW 1/4 OF THE NW 1/4, SECTION 30, TOWNSHIP 8 NORTH, RANGE 20 EAST, VILLAGE OF MEMORIEE FALLS, WAUKESHA COUNTY, WISCONSIN.

### LEGAL DESCRIPTION

Part of Lot 101 of Silver Spring Estates Phase 6 Subdivision, recorded in the Waukesha County Register of Deeds Office on January 02, 2019 as Document No. 4377616, being located in a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 8 North, Range 20 East, Village of Memoriee Falls, Waukesha County, Wisconsin being more particularly described as follows:

Beginning at the Southerly most corner of said Lot 101, thence Northwesterly 70.06 feet along a Southerly line of said Lot 101 on a curve to the left having a radius of 180.00 feet, the chord of said curve bears North 46°-45'-41" West, a chord distance of 68.62 feet; thence North 32°-05'-17" East, a distance of 43.36 feet; thence South 11°-13'-49" East, a distance of 208.54 feet to the North line of said Lot 101; thence South 79°-43'-27" East, a distance of 100.00 feet to the North line of said Lot 101; thence South 11°-13'-49" East, a distance of 217.60 feet to an Eastern corner of said Lot 101; thence South 52°-47'-34" West along an Eastern line of said Lot 101, a distance of 91.25 feet to the point of beginning and containing 0.628 acres (27,362 sq. ft.) of land more or less.

### LEGAL DESCRIPTION OF FUTURE EXPANDABLE AREA

Part of Lot 101 of Silver Spring Estates Phase 6 Subdivision, recorded in the Waukesha County Register of Deeds Office on January 02, 2019 as Document No. 4377616, being located in a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 8 North, Range 20 East, Village of Memoriee Falls, Waukesha County, Wisconsin being more particularly described as follows:

Beginning at the Southwest corner of said Lot 101, thence North 04°-16'-48" West along the West line of said Lot 101, a distance of 208.54 feet to the Northwest corner of said Lot 101; thence South 75°-43'-27" East, a distance of 100.00 feet to the North line of said Lot 101; thence South 11°-13'-49" West, a distance of 208.54 feet; thence South 32°-05'-17" West, a distance of 43.36 feet to a Southerly line of said Lot 101; thence Northwesterly 65.39 feet along said Southerly line on a curve to the left having a radius of 180.00 feet, the chord of said curve bears North 46°-45'-41" West, a chord distance of 215.98 feet; thence Northwesterly 197.87 feet along a Southerly line of said Lot 101 on a curve to the left having a radius of 1,030.00 feet, the chord of said curve bears North 84°-13'-39" West, a chord distance of 197.56 feet to the point of beginning.

### ALSO INCLUDING

Lot 100 of Silver Spring Estates Phase 6 Subdivision, recorded in the Waukesha County Register of Deeds Office on January 02, 2019 as Document No. 4377616, being located in a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 8 North, Range 20 East, Village of Memoriee Falls, Waukesha County, Wisconsin.

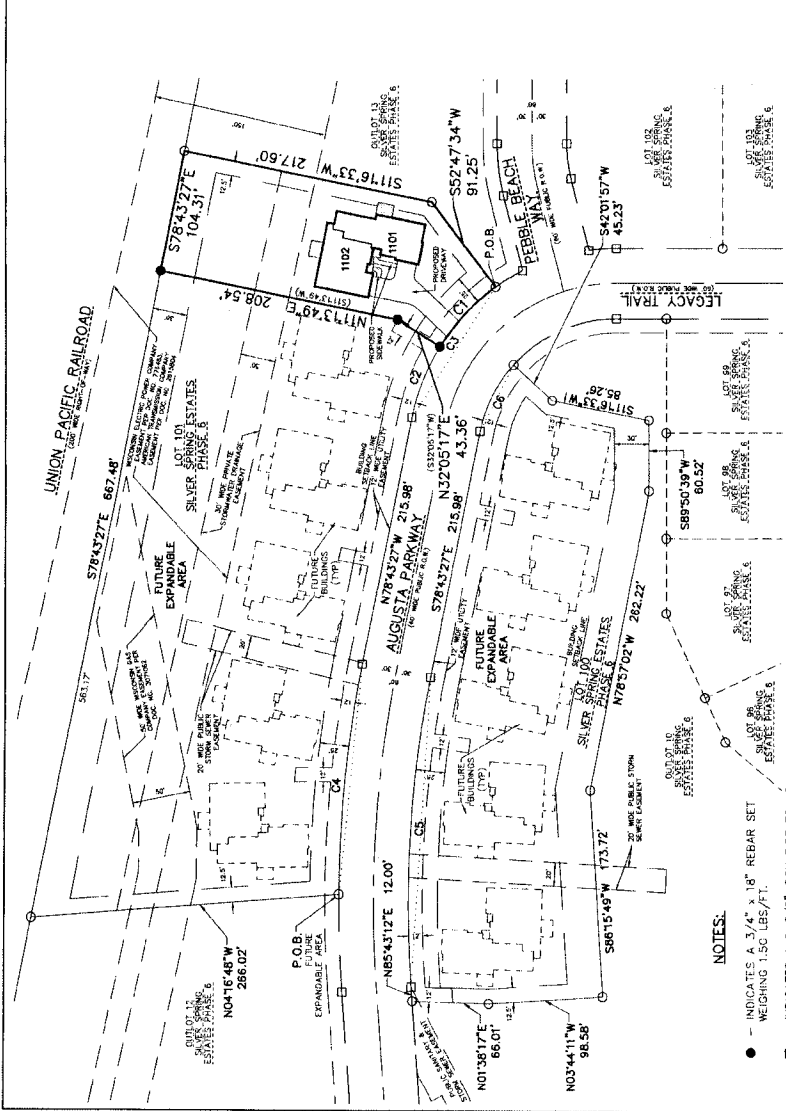
Said lands containing 4.764 acres (207,515 sq. ft.) of land more or less.

### SURVEYOR'S CERTIFICATE

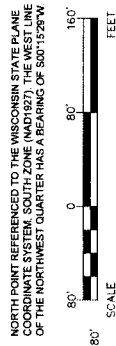
I hereby certify that by direction of the declarant, I have surveyed and mapped the land shown hereon and that this is a true and correct representation of the Silver Spring Estates Condominium Homes and that the identification and location of each unit and common elements are by determined from the plat.

DECLARANT:  
 Ryan W. Green  
 6801 S. TOWNE DRIVE  
 MADISON, WI 53713

Dated this 19th day of July, 2019.



Curve #	Radius	Delta	Chord Direction	Chord Length	Tangent In	Tangent Out
C1	180.00'	70.06'	022°16'00"	68.62'	N75°43'27"W	N25°30'39"W
C2	180.00'	65.39'	022°48'44"	65.39'	N75°43'27"W	N78°43'27"W
C3	180.00'	135.45'	04°33'49"	135.45'	N85°36'36"W	N78°43'27"W
C4	1,030.00'	197.87'	01°03'24"	197.87'	N84°33'39"W	N78°43'27"W
C5	970.00'	261.33'	01°13'21"	261.33'	S78°43'27"E	N84°33'39"E
C6	520.00'	64.43'	138°45'24"	64.43'	S87°20'45"E	S78°43'27"E



### NOTES:

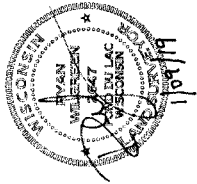
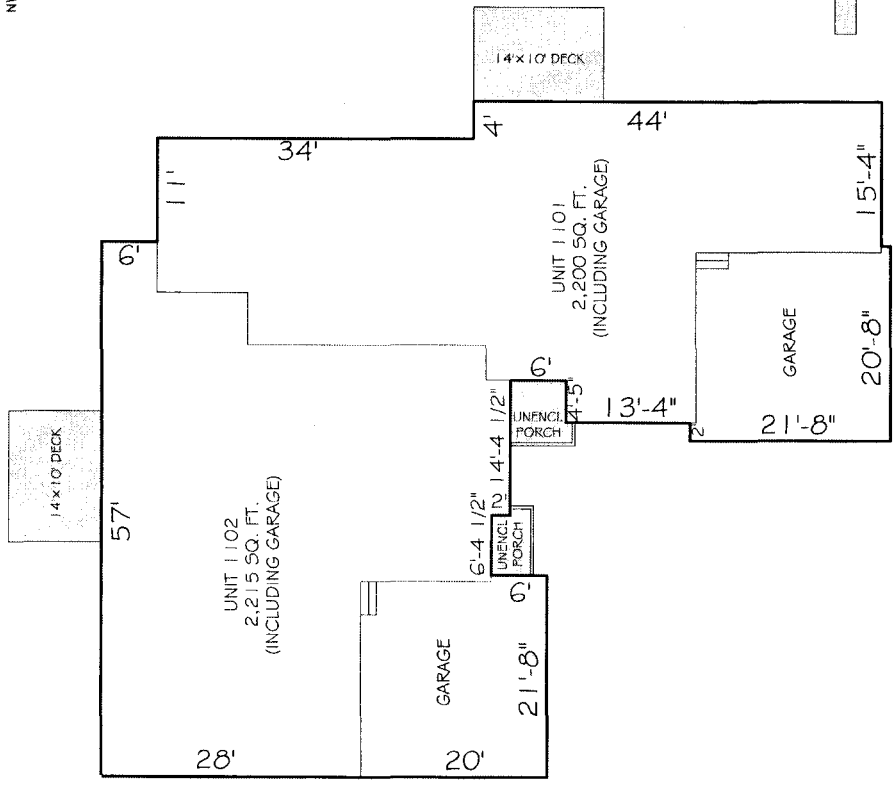
- - INDICATES A 3/4" x 18" REBAR SET WEIGHING 1.50 LBS./FT.
- - INDICATES A 2-3/8" IRON PIPE FOUND
- - INDICATES A 3/4" REBAR FOUND
- TOTAL AREA = 0.628 ACRES (27,362 SQ. FT.)
- TOTAL FUTURE EXPANDABLE AREA = 4.764 ACRES (207,515 SQ. FT.)
- HATCHED AREA REPRESENTS AREAS OF LIMITED COMMON ELEMENTS.
- SIDEWALKS, STOOPS AND DECKS ARE LIMITED COMMON ELEMENTS
- AREAS NOT RESERVED FOR A UNIT OR DESIGNATED AS A LIMITED COMMON ELEMENT ARE COMMON ELEMENTS.
- EASEMENTS AND BUILDING SETBACK LINES SHOWN PER SILVER SPRING ESTATES PHASE 6 SUBDIVISION PLAT UNLESS OTHERWISE NOTED.
- BUILDING PLANS AND DIMENSIONS SHOWN ON SHEET 2 WERE PROVIDED TO EXCEL ENGINEERING, INC. BY THE CLIENT AND DO NOT REPRESENT AS-BUILT CONDITIONS. ALL DIMENSIONS AND UNIT AREAS SHOWN ON SHEET 2 OF THIS PLAT ARE BASED ON INFORMATION PROVIDED TO EXCEL ENGINEERING, INC.



# SILVER SPRING ESTATES CONDOMINIUM HOMES

## WAUKESHA COUNTY, WISCONSIN

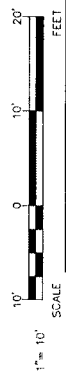
PART OF LOT 101, SILVER SPRING ESTATES PHASE 6, LOCATED IN A PART OF THE NW 1/4 OF THE NW 1/4, SECTION 30, TOWNSHIP 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.



DECLARANT:  
MFALLESSE LLC  
8801 S. TOWNE DRIVE  
MADISON, WI 53715

- LIMITED COMMON ELEMENTS

- SIDEWALKS, STOODS AND DECKS ARE LIMITED COMMON ELEMENTS.



Always a Better Plan  
USE CONSULTING  
PROFESSIONAL SERVICES  
FOR THE BEST  
PROJECT RESULTS

**EXCEL**  
ENGINEERING  
SURVEYING GROUP  
PROJECT NO. 1740080

## EXHIBIT "C"

### Percentage Interest in Common Elements

<u>UNIT NO.</u>	<u>UNIT ADDRESS</u>	<u>% INTEREST IN COMMON ELEMENTS</u>	<u>VOTE(S) IN ASSOCIATION</u>
1101	N62W21656 Augusta Parkway	50%	1
1102	N62W21658 Augusta Parkway	50%	1
		100%	2

**BY-LAWS  
OF  
SILVER SPRING ESTATES CONDOMINIUM  
OWNERS ASSOCIATION, INC.**

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**BY-LAWS  
OF  
SILVER SPRING ESTATES CONDOMINIUM  
OWNERS ASSOCIATION, INC.**

The following By-Laws apply to Silver Spring Estates Condominium Homes (“**Condominium**”), created by a Declaration of Condominium (“**Declaration**”) recorded as Document No.438720 and a Condominium Plat (“**Plat**”) recorded as Document No.437719 in the Office of the Register of Deeds for Waukesha County, Wisconsin. These By-Laws incorporate by reference the said Declaration and Plat, the Articles of Incorporation of The Silver Spring Estates Condominium Owners Association, Inc. and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

The By-Laws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of all persons authorized to use it, to establish the procedure for the levy and collection of assessments to finance the operations of the Association, and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

Capitalized terms not otherwise defined herein shall be as defined in the Declaration.

**SECTION I  
NAME, FORM OF ADMINISTRATION AND ADDRESS**

1.1 Name. The name of the Association is The Silver Spring Estates Condominium Owners Association, Inc. (the “**Association**”).

1.2 Form of Administration. The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes (2001-2002). Control of the Association, except as otherwise provided herein, is vested in a Board of Directors (“**Board**”) to be elected by the members in accordance with Section III hereof. The Manager, if one is retained by the Board of Directors, is responsible for implementation of the policy decisions of the Board and operates under its supervision and control. The Association shall have the right to act as a Master Association under section 703.155 of the Wisconsin Statutes, on behalf of the Association and any unrelated condominiums that delegate one or more of the powers enumerated in section 703.15 of the Wisconsin Statutes to the Master Association.

1.3 Address. The initial address of the Association and its principal office is c/o DSI Real Estate Group, Inc., 100 River Place, Suite 1, Madison, WI 53716. The Association may have offices at such other places as the Board may from time to time determine or the Association may from time to time require.

## **SECTION II MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS**

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

2.1.1 Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association and the transferee becomes a member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

2.1.2 The Association shall also maintain a roster of holders of security interests in Units and shall provided such notices regarding the Unit encumbered and the Condominium as requested by a Unit mortgagee or as required by law. Unit Owners are responsible for providing the information necessary to keep this roster current.

2.2 Annual Meeting. The annual meeting of the Association shall be held on the first Monday of April of each year at 7:00 p.m. at a location selected by the Board. At the annual meeting, one (1) or more members of the Board may be elected by the members in accordance with the requirements of Section 3.2 of these Bylaws. The members may also transact such other business of the Association as may properly come before them.

2.3 Special Meetings. The President of the Association shall call a special meeting of the members if directed by the Board or upon a petition signed by a majority of the members and presented to the Secretary. Special meetings held upon a petition as provided herein shall be conducted within sixty (60) days of the date of receipt of the petition, unless the written request specifies a longer period. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members present, either in person or by proxy.

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

2.4.1 Content of Notice. The notice shall state whether the meeting is an annual or special meeting, the authority for the call of the meeting, the place, date, and hour of the meeting, and the purpose or question to be considered at the meeting.

2.4.2 Delivery of Notice. The notice shall be given by delivery of a copy to the member personally or by mailing the notice to the member at his/her address as it appears on the Association's roster, postage paid.

2.4.3 Failure to Receive Notice. If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.

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

2.5  Conduct of Meetings. The President or, in his or her absence, any member chosen by a majority of the members present, shall call meetings of the members to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any member to act as Secretary of the meeting.

2.6  Quorum. The presence of a majority of Unit Votes, as defined hereunder, whether in person or by proxy, constitutes a quorum for purposes of holding an Association meeting.

2.7  Voting.

2.7.1 The Association shall have two classes of voting membership as follows:

2.7.1.1  Class A. – Class A members shall be all Unit Owners, with the exception of the Declarant, as defined in the Declaration, and shall have one (1) vote for each Unit owned (“**Unit Vote**”).

2.7.1.1.1 When more than one person holds a property interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

2.7.1.1.2 A Unit Owner against whom the Association has recorded a statement of condominium lien on the person’s Unit who has not paid the amount necessary to release the lien at the time of a meeting shall not be permitted to vote at any meeting of the Association during the period of such time the amount remains unpaid.

2.7.1.2  Class B

2.7.1.2.1 The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Unit owned by Declarant, its successors or assigns. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events:



Units to purchasers; or

- a. the conveyance of seventy-five percent (75%) of the
- b. Three (3) years from the date of recording the Declaration.

2.7.1.2.2 Rights of Declarant – Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the officers of the Association, and to exercise the powers and responsibilities otherwise assigned by the By-Laws to the Association or its officers. However, this control shall not extend for a period exceeding the earlier of:

- a. thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers; or
- b. Ten (10) years from the date of recording of the Declaration.

2.7.2 Proxies. A member may give another person authority to represent him and vote on his behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary. Except for a proxy to a mortgagee or lessee of the Unit involved, no proxy is valid for more than 180 days after its date, however, a member may renew his proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or limited voting rights and may contain instructions, which shall be binding on the proxy holder.

2.7.3 Representatives. Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.

2.7.4 Suspension. Voting rights may be suspended by vote of the Board in accordance with the Declaration and no person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

2.7.5 Majority of Members.

2.7.5.1 The term "**Majority of Members**" shall mean those Members holding more than fifty percent (50%) of the Unit Votes to be cast on the particular matter to be voted upon.

2.7.5.2 A matter shall be deemed approved if approved by a majority of Members.

2.8 Unanimous Consent Without Meeting. Any action required or permitted by these By-Laws or any provision of law to be taken at a meeting of the Association, may be taken

without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members entitled to vote with respect to the subject matter thereof.

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

2.10 Order of Business. The order of business at all annual meetings shall be as follows:

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

2.11 Reserved Rights. Election of directors, amendment of the By-Laws, borrowing funds greater than \$5,000.00 at any one time, acquiring or conveying any interest in real estate valued over \$5,000.00, final approval of the annual budget, and levying of special assessments are reserved to vote by the Members.

### **SECTION III BOARD OF DIRECTORS**

3.1 Number and Qualification. The affairs of the Association shall be governed by a Board composed of at least three (3) persons. All persons serving on the Board must be Unit Owners, except as provided in section 3.2 hereunder.

3.2 Election. The Board is elected at the annual meeting of the Association. Notwithstanding any provision set forth in these By-Laws to the contrary, Declarant shall designate the initial Board, consisting of three (3) persons (“**Directors**”), who need not be Unit Owners and who shall have all of the rights and powers reserved to the Board under these By-Laws. Such members of the Board, or successors to any of them as designated by Declarant shall continue to be designated by Declarant and serve while Declarant maintains control of the Association under these By-Laws or until Declarant voluntarily relinquishes control of the Association to the Unit Owners. Notwithstanding the foregoing or anything else set forth herein, prior to the conveyance of twenty-five (25%) percent of the common element interest to Purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 25% of the directors of the Board. Prior to the conveyance of fifty (50%)

percent of the common element interest to Purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least thirty-three and one third (33.33%) percent of the directors of the Board. The calculation of the percentage of common element interest conveyed to Purchasers shall be based on the percentage of undivided interest appertaining to each Unit which has been conveyed assuming that all of the Units to be completed are included in the Condominium. Not later than forty-five (45) days after the expiration of any period of Declarant control, the Association shall hold a meeting and the Unit Owners shall elect a Board of Directors of at least three (3) directors and officers of the Association. The directors and officers shall take office upon election.

3.2.1 Elections of Directors shall be staggered so that only one Director is replaced each year. The candidate receiving the greatest number of votes from among the candidates running for the available board position(s) shall be elected, notwithstanding that they do not receive a majority of the votes cast.

3.3 Term of Office. For the purpose of meeting the requirements of Section 3.2.1, the terms of the initial Directors shall be 1, 2 and 3 years respectively. Thereafter, the term of office for each Director shall be one year. Directors shall hold office until their successors are elected and qualified. A Director may resign at any time by filing his or her written resignation with the Secretary of the Association.

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

3.5 Removal of Directors. At any regular or special meeting of the members duly called, any one (1) or more of the Directors elected by the members may be removed with or without cause by majority vote of the members and a successor elected by the members to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

3.6 Compensation. No compensation shall be paid to Directors for their services as officers or directors at any time except by specific resolution of the members.

3.7 Reimbursement of Expenses. Directors shall be entitled to reimbursement of all expenses relating to their activities as Directors.

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

3.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each

Director, personally or by mail, email, telephone or facsimile at the address shown on the Association's roster at least three (3) days prior to the day named for each meeting.

3.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, email, telephone or facsimile at the address shown on the Association's roster, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) or more Directors.

3.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall also be deemed a waiver of notice, except where such Director attends because the meeting is not lawfully called or convened. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

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

3.14 Committees. The Board may by resolution designate one or more committees, each committee to include one or more member selected by the Board, which to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise the powers of the Board in the management of the business and affairs of the Condominium. The Board may elect one or more of its members to alternate membership on any such committee and such alternate members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.

3.15 Powers and Duties. The Board shall have the following powers:

3.15.1 Make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Units and Common Elements.

3.15.2 Make and collect assessments from the Members in accordance with these Bylaws and the Declaration or for such other purposes as fall within the responsibility of the Association and general powers of the Board.

3.15.3 Collect all sums assessed by the Association but unpaid for the share of common expenses chargeable to any Unit and assess liens against the Owners of said units in accordance with the Declarations.

3.15.4 Execute contracts on behalf of the Association, employ necessary personnel and carry out all functions and purposes necessary for the operation of the Association.

3.15.5 Satisfy all liens against the Association and pay necessary expenses connected therewith.

3.15.6 Employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this section.

3.15.7 Provide for the care, operation management, maintenance and repair of the Common Elements pursuant to the Declaration. If the Association fails to maintain the Common Elements in a manner generally consistent with the Declarations, the City of Madison may, but is not obligated to, take over maintenance and specially assess each Member's unit.

3.15.8 Maintain entry signs and landscaping therefore as provided in the Declaration.

3.15.9 Purchase, take, receive, lease or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium. The Board of Directors may sell, convey, borrow monies, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any interest in real or personal property, including any unit in the condominium, EXCEPT however, no single improvement, repair, purchase, single indebtedness, or other expenditure which will cost the Association in excess of \$5,000.00 shall be made or incurred by the Board of Directors, unless the same shall have been approved by a majority of the votes of the Unit Owners voting at any annual meeting or special meeting called for that purpose.

3.15.10 Perform such other functions as are required by law, or which may be necessary or desirable to fulfill its duties obligations, rights or privileges unless specifically reserved to the members.

3.16 Conduct of Meeting. The President and, in the President's absence, any Director chosen by the Directors present shall call meetings of the Board to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any Director or other person to act as Secretary of the meeting.

3.17 Unanimous Consent Without Meeting. Any action required or permitted by the Articles or Bylaws or any provision of law to be taken by the Board at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all the Directors then in office.

3.18 Telephonic Meetings. Any action required or permitted by the Articles or By-Laws or any provision of law to be taken by the Board at a meeting may be taken through the use of any means of communication by which (a) all participating Directors may simultaneously hear each other during the meeting or (b) all communication during the meeting is immediately transmitted to each participating Director and each participating Director is able to immediately send messages to all other participating Directors.

## **SECTION IV OFFICERS**

4.1 Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer (“**Officers**”) and such other officers as in the judgment of the Board may be necessary. Any two (2) or more offices may be held by the same person, except for the offices of President and Secretary or President and Vice President.

4.2 Election of Officers. All Officers shall be elected by the Board at its annual meeting. Officers shall hold office until their successors are duly elected and qualified. An officer may serve consecutive terms in the same office.

4.3 Term. The Officers of the Association shall hold office for a term of one year.

4.4 Removal or Resignation of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any officer may resign at any time by filing a written resignation with the Secretary of the Association.

4.5 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by the Board for the unexpired portion of the term.

4.6 President. The President shall be the principal officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the members from time to time as appropriate to assist in the conduct of the affairs of the Association. The President shall sign and/or countersign all bank checks or orders (or delegate the signing of such documents to subordinates under his or her direction and control) and shall execute, in the name of the Association, other significant documents and papers concerning the business of the Association.

4.7 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties imposed by the Board from time to time.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have charge of such books and papers as the Board directs and causes all notices required by these By-Laws to be given. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board. The Secretary shall perform such additional duties connected with the operation of the Association, or delegated by the Declaration, the President or the Board.

4.9 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer causes appropriate notices relating to Common Expenses of the Condominium to be given and supervises the collection of amounts due the Condominium. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association. The Treasurer shall have such other powers and duties as may be delegated by the Declaration, the President or the Board.

## **SECTION V ASSESSMENTS**

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

5.2 Regular Assessments. Regular Assessments are those based upon the annual budget of the Condominium adopted by the Board and approved by the members.

5.2.1 Budget. The budget for the forthcoming year shall be adopted by the Board and distributed with the notice of the annual meeting of members. The members may approve or disapprove the budget in whole but may not amend it. If disapproved, the budget shall be returned to the Board for further consideration and a special meeting of the members called to approve it before the beginning of the fiscal year. The budget shall include funding for a reserve fund to pay for nonrecurring operating contingencies.

5.2.2 Assessments. Once the budget is adopted, the Manager, if one is hired, or alternatively the Treasurer, shall allocate to the Units their proportionate share of the assessments based upon their percentage interest set forth in the Declaration and give notice of the amount due from each Unit Owner which shall be expressed both as an annual amount and in twelve (12) equal monthly installments. The monthly installments are delinquent if not paid before the fifth (5<sup>th</sup>) day of each month.

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

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

## **SECTION VI ACCOUNTS; FINANCES**

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

6.2 Audit. The Board shall establish an Audit Committee, containing at least one Unit Owner who is not a Director, to audit the accounts of the Association.

## **SECTION VII LIABILITY OF DIRECTORS AND OFFICERS**

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

### 7.2 Indemnity of Directors and Officers.

7.2.1 Every person who is or was a Director or Officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all reasonable loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or Officer, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such Director or Officer. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of his/her duties as a Director or Officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

7.2.2 All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a common expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any member who is or has been an employee, Director or Officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to status only as a member of the Association.



## **SECTION VIII FISCAL YEAR**

8.01 Fiscal Year. The fiscal year of the Association begins on the first day of May in each year and ends on the 30th day of April of the next year.

## **SECTION IX AMENDMENT**

9.01 Amendment. Except as otherwise provided herein, these By-Laws may be amended from time to time for affirmative vote of at least two-thirds (2/3) of the total Unit Votes, at a meeting duly called for the purpose. Any portion of these By-Laws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

## **SECTION X INTERPRETATION**

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

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

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

[END OF DOCUMENT]



For Office



**State of Wisconsin**  
**Department of Financial Institutions**

*Endorsement*

**ARTICLES OF INCORPORATION**

**THE SILVER SPRING ESTATES CONDOMINIUM OWNERS ASSOCIATION, INC.**

**Received Date: 2/11/2019**

**Filed Date: 2/18/2019**

**Filing Fee: \$35.00**

**Entity ID#: T079816**

**Total Fee: \$35.00**

ARTICLES OF INCORPORATION OF  
THE SILVER SPRING ESTATES  
CONDOMINIUM OWNERS  
ASSOCIATION, INC.

I, the undersigned, for the purpose of forming a non-stock, non-profit corporation, in accordance with Chapter 181 of the Wisconsin Statutes, acknowledge and file these Articles of Incorporation in the office of the Department of Financial Institutions of the State of Wisconsin.

**ARTICLE I**  
**NAME**

The name of this corporation shall be The Silver Spring Estates Condominium Owners Association, Inc. ("Association").

Name and Return Address:

Attorney Timothy F. Umland  
Mohs Widder Paradise LLC  
20 North Carroll Street  
Madison, WI 53703

**ARTICLE II**  
**PURPOSES AND POWERS**

The purpose for which the Association is formed is to operate as an association, as that term is defined in Chapter 703, Wisconsin Statutes, for Silver Spring Estates Condominium Homes (the "Condominium"), and as a master association, as that term is defined in Chapter 703, Wisconsin Statutes, on behalf of one or more condominiums.

To accomplish the foregoing purpose, the Association shall have all common law and statutory corporate powers under Chapters 181 and 703, Wisconsin Statutes, including, without enumeration, all such powers which may be exercised by an association as if specifically granted in its articles of incorporation. In addition, the Association is authorized to qualify for tax exempt status under Section 528, Internal Revenue Code of 1986 and to merge with other associations.

**ARTICLE III**  
**MEMBERS**

**Section 1.** Each Unit Owner in the Condominium shall automatically be a member of the Association and his, her, its or their membership shall automatically terminate when he, she, it or they, sell his, her, its or their Unit. If a Member sells his, her, its or their Unit, his, her, its or their purchaser will automatically acquire membership in the Association under the provisions of the Declaration. Membership certificates are not required and will not be issued. The rights and obligations of membership shall be as set forth in the Declaration, the Association's By-Laws and applicable law.

**Section 2.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his, her, its or their Unit.

**ARTICLE IV**  
**EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE V**  
**INCORPORATOR**

The name and address of the Incorporator of the Association is as follows:

Timothy F. Umland  
Mohs Widder Paradise LLC  
20 North Carroll Street  
Madison, WI 53703

**ARTICLE VI**  
**DIRECTORS**

The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) persons and not more than five (5) persons. The number of directors will be determined from time to time pursuant to the Association's By-Laws.

**ARTICLE VII**  
**BOARD OF DIRECTORS**

The following persons shall constitute the initial Board of Directors and shall hold office and serve until their successors are elected as provided in the Association's By-Laws.

David P. Simon	c/o Veridian Homes 6801 South Towne Drive Madison, Wisconsin 53713
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Karen Simon Dreyer	c/o Veridian Homes 6801 South Towne Drive Madison, Wisconsin 53713
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William Publitz	c/o Veridian Homes 6801 South Towne Drive Madison, Wisconsin 53713
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**ARTICLE VIII**  
**PRINCIPAL OFFICE**

The Association's principal office shall be located at c/o DSI Real Estate Group, Inc., 100 River Place, Suite 1, Madison, WI 53716.



**ARTICLE IX**  
**REGISTERED AGENT AND REGISTERED OFFICE**

The registered agent of the Association is David P. Simon, and the registered office of the Association is c/o DSI Real Estate Group, Inc., 100 River Place, Suite 1, Madison, WI 53716.

**ARTICLE X**  
**AMENDMENTS**

The vote of Members in the percentage required by the Association's By-Laws shall be required for approval of an amendment of these Articles.

**ARTICLE XI**  
**INDEMNIFICATION**

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him or her in connection with any proceedings or any settlement thereof, to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officers may be entitled.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Madison, Dane County, Wisconsin, this 8<sup>th</sup> day of February, 2019.



\_\_\_\_\_  
Timothy F. Umland, Incorporator

**THIS DOCUMENT DRAFTED BY  
AND SHOULD BE RETURNED TO:  
Attorney Timothy F. Umland  
Mohs Widder Paradise LLC  
20 North Carroll Street  
Madison, WI 53703**

**ADMINISTRATIVE RULES AND REGULATIONS**  
**OF**  
**SILVER SPRING ESTATES CONDOMINIUM HOMES**

## ADMINISTRATIVE RULES AND REGULATIONS

### SILVER SPRING ESTATES CONDOMINIUM HOMES

The following rules and regulations relating to the use of the Common Elements and Units of the Condominium are intended to enhance the general enjoyment of life at the Condominium. These rules supplement the provisions of Wisconsin law, Village of Menomonee Falls ordinances, the Declaration of Condominium and the Articles of Incorporation and the By-Laws of The Silver Spring Estates Condominium Owners Association, Inc. (“**Association**”), all of which also regulate the use and enjoyment of the Condominium. They are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of other Unit Owners. The rules set forth below are adopted and may be amended by the Board of Directors of the Association. All capitalized terms herein have the same definition as provided in the Declaration of Condominium.

#### ARTICLE I GENERAL

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Silver Spring Estates Condominium Homes (the "**Declaration**").

1.03 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 55° Fahrenheit during the winter months.

#### ARTICLE II APPEARANCE

2.01 Signs. No sign of any kind shall be displayed to the public view on any Unit without prior written consent of the Association, except one sign of not more than six square feet advertising the property for sale or rent, or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant shall be permitted. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Hanging of Garments and Window Coverings. The hanging of garments from the windows, balconies or any facades of the Condominium is prohibited. No sheets or blankets shall be used for window coverings.

2.03 Protrusions. No awning, machines, hot tubs, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium Units or upon any of the Limited Common Elements without the prior written consent of the Association.

2.04 Laundry. No laundry is to be hung upon patios, on decks or in windows for any reason.

2.05 Limited Common Elements. All stoops, decks and patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for patio and deck furniture. With respect to all decks, if any decks are added to a Unit, the deck must first be approved by the Association. All decks shall be stained as approved by the Association. All screening of decks, where required by the Association, shall be stained to match the deck as approved by the Association.

2.06 Communications Equipment. (Note: The Declaration may contain additional restrictions concerning the subject matter of this rule.)

a) No antennas, satellite dishes or similar devices (collectively "**Communication Equipment**") shall be attached to any Building, Unit or installed on the Common Elements without the prior written consent of the Association.

(b) Any Unit Owner desiring to install Communication Equipment shall submit to the Association a written request accompanied by details regarding the size, location, operation, installation procedures and installation contractor for the requested Communication Equipment.

(c) Any Unit Owner who installs Communication Equipment on a Building, Unit or on the Limited Common Elements shall be solely responsible for the cost of installing and maintaining such Communication Equipment in a good and safe condition. A Unit Owner shall indemnify and hold the Association harmless from any and all losses, costs and liability, and for any damage to a Building, Unit or the Limited Common Elements, resulting from installation and operation of such Unit Owner's Communication Equipment.

(d) Any Unit Owner who installs Communication Equipment on a Building Unit shall be responsible for removing such Equipment and professionally restoring the Building to its original condition in the event the Unit is sold.

2.07 Fences. No fences shall be permitted.

2.08 Out-Buildings. No out-building or accessory building of any nature shall be erected or permitted.



2.09 Wind-Powered / Solar Electric Generators. No wind-powered or solar electric generators shall be placed or maintained upon any portion of the Condominium or a Unit without the prior written approval of the Association.

2.10 Firewood Storage. No firewood or wood pile shall be kept outside a structure.

2.11 Lighting. Exterior lighting installed on any Unit must first be approved by the Association, and shall either be indirect or of such controlled focus and intensity that such lighting will not disturb other Unit Owners.

2.12 Mailboxes. Mailboxes and posts serving each Unit shall be as provided by the Developer, initially, and thereafter by the Association, to provide for a uniform design. Maintenance and replacement of the mailboxes and posts shall be undertaken by the Association.

2.13 Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept except in a fully enclosed garage. The exterior storage of boats, trailers, onsite mini storage containers, onsite storage PODS, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration “**Equipment**”), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers or trailers or vans may be stored or parked overnight on or in front of said Units except in an enclosed garage.

### **ARTICLE III USE RESTRICTIONS**

3.01 Animals. Livestock (including rabbits, poultry, birds and other animals) shall not be kept in any Unit or in any part of the buildings, of which the Units are a part, nor on patios, decks, or upon any Common Elements or Limited Common Elements or other part of the Condominium. Pets, including dogs, cats, and other household pets (not to exceed two (2) in number and not more than thirty-five (35) pounds in weight individually or one (1) in number, but not more than seventy (70) pounds individually) may be kept by Unit Owners within each Unit Owner’s respective Unit, but shall not be maintained for breeding purposes. For the purposes of keeping pets, the term “Unit” shall not include a patio, deck or other Limited Common Element. Dogs and cats shall be carried or kept on a leash at all times when not in the Units. Household pets shall not be permitted to commit our cause a nuisance or any unreasonable disturbance. Pets shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for immediate clean-up of their pets, regardless of the circumstances. Unit Owners are pecuniarily liable for any damage to the Common Elements and other property of the Association or the property of other Unit Owners and any of their guests or invitees including but not limited to carpeting, doors, walls, plantings or lawns committed or caused by their pets.

3.02 Damage to Common Elements. Damages to the Common Elements or Limited Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03 Lease of Units. As a general rule each Unit shall be occupied by the Unit Owner. No person shall have the right to purchase a Unit with the intent to lease the Unit to third parties unless the same is purchased by a child/(children) for occupancy by a parent(s) for estate planning purposes of the parent(s), and then only to be occupied by such parent(s) providing that the child/(children) so purchasing shall notify the Association in writing of said intended ownership, purpose and occupancy with a certificate stating the name of the parent(s) and that the same is for such estate planning purposes. If, subsequent to a Unit Owner's purchase and occupancy of the Unit, the Unit Owner wishes to lease the Unit as a result of the Unit Owner's illness, temporary relocation for purposes of employment or other similar reason, the Unit Owner may lease the Unit, but only upon compliance with the following conditions: (i) Any lease shall be in writing; (ii) Before executing any lease, the Unit Owner shall submit the proposed form of the lease to the Association, together with a written statement to the Association stating the reason why the Unit Owner needs to lease the Unit (the "**Statement**"); (iii) The Unit Owner shall not rent to more than one (1) tenant(s) during any period of twelve (12) consecutive months. The Association shall approve the lease if the Association, in its reasonable judgment, believes the Unit Owner has an acceptable reason(s) for entering into the lease. However, if the Association, in its reasonable judgment, does not believe the Unit Owner has an acceptable reason for entering into the lease, the Association shall refuse consent to the leasing of the Unit and the Unit Owner shall not lease the Unit.

The Association shall be irrevocably presumed to have consented to any lease if it does not give the Unit Owner written notice of the Association's refusal of consent within ten (10) business days after the Association receives the Unit Owner's proposed lease and Statement. If the Association withholds consent, it shall give the Unit Owner written notice of the reason(s) for the Association's decision.

Any Unit Owner whose leasing of a Unit has been approved shall furnish a true and correct copy of the lease to the Association, and shall inform the Association of the names of all persons who will occupy the Unit under the lease. No lease shall be effective until the Unit Owner furnishes a copy of the lease and the names of all such occupants to the Association.

Notwithstanding the above listed procedure for the leasing of Units, the Declarant shall maintain its right to lease unsold Units, unrestricted by any leasing restrictions and limitations set forth in this Declaration, which Declarant's right to lease shall continue for so long as Declarant owns any Units in the Condominium.

3.04 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.05 Discarding of Refuse. The Common Elements, Limited Common Elements and the Units shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, clean and out of site from general public view. No incinerator shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn

clippings, rocks or earth shall be placed on any of the Common Elements or Limited Common Elements of the Condominium, by any Unit Owner.

Garbage/recycling receptacles may not set out more than 12 hours prior to pickup by the municipality. Garbage/recycling receptacles may not be left out more than 12 hours after pick up by the municipality

3.06 Nuisances. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Units and/or improvements. Unit Owners shall not allow any sounds to be generated which are audible outside of their Units nor shall they allow odors to be unreasonably dispelled from their Units.

3.07 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements or Limited Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

#### **ARTICLE IV ARCHITECTURAL RESTRICTIONS**

4.01 Architectural Changes. Unit Owners shall not make any changes to the architectural structure or floor plan of any Unit without proper written consent as required under the Declaration. All structural changes altering the exterior boundaries of any Unit are prohibited. All materials and fixtures installed by the Unit Owner in connection with any changes described in this Section shall be of first class quality, new and fully paid for by the Unit Owner.

4.02 Costs for Architectural Changes. As a precondition to considering any request submitted by a Unit Owner under Section 4.01, above, the Association or the Architectural Control Committee (the "ACC") acting on its behalf may require the Unit Owner to provide, at Unit Owner's expense, an expert study prepared by an architect or engineer showing the effect, if any, of the architectural changes upon the structure and building systems of the building within which the Unit is located.

4.03 Minimal Disruption. In implementing any architectural changes approved by the Association or the ACC, the Unit Owner shall use all reasonable efforts to minimize disruption to other Unit Owners. All construction work shall be performed during normal business hours.

#### **ARTICLE V AMENDMENTS**

5.01 Amendments. This document may be amended at any time by the Board of Directors of the Association.

## **FIRST AMENDMENT TO ADMINISTRATIVE RULES AND REGULATIONS**

### **SILVER SPRING ESTATES CONDOMINIUM HOMES**

This First Amendment to Administrative Rules and Regulations (the “**First Amendment**”) is adopted as of the date last listed below by unanimous consent of the Board of Directors of The Silver Spring Estates Condominium Owners Association, Inc., a Wisconsin non-stock corporation (“**Association**”). All capitalized terms herein have the same definition as provided in the Declaration of Condominium. The original Administrative Rules and Regulations of the Association (the “**Original Rules**”) are hereby amended as follows:

1. **APPEARANCE.** Article II of the Original Rules is hereby amended by adding the following subsections:

2.14. The Association shall have the right to use water spigots attached to individual Units. Nothing in this regulation shall prohibit the use by individual Unit Owners of said spigots for the Unit Owner’s private purposes.

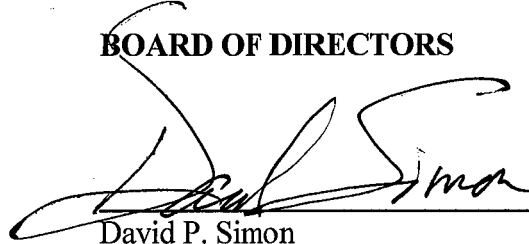
2.15. Each Unit Owner shall be responsible for watering lawn areas in front of or in back of said Unit Owner’s Unit. Irrigation systems may be placed throughout the Condominium on a limited basis in order to provide for watering of other common areas.

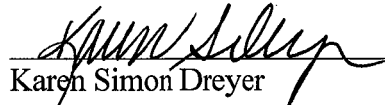
2. **MISCELLANEOUS.** Except as amended by this First Amendment, all other terms, rules, covenants and conditions of the Original Rules shall remain unchanged. This First Amendment may be executed in counterparts. A facsimile or other electronic signature of any party hereto shall be deemed an original signature for all purposes.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the Board of Directors of the Association hereby executes this First Amendment effective as of the 17<sup>th</sup> day of April, 2020.

**BOARD OF DIRECTORS**

  
\_\_\_\_\_  
David P. Simon

  
\_\_\_\_\_  
Karen Simon Dreyer

  
\_\_\_\_\_  
William Bublitz

STATUTORY RESERVE  
ACCOUNT STATEMENT

4399564

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

May 31, 2019 11:45 AM  
James R Behrend  
Register of Deeds

2 PGS  
TOTAL FEE: \$30.00  
TRANS FEE: \$0.00

Book Page -



RE: **Silver Spring Estates Condominium Homes**, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium of Silver Spring Estates Condominium Homes," dated January 31, 2019, and recorded on February 18, 2019, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 4383720, and by a Condominium Plat therefore (hereinafter "**Condominium**"). The legal description of the Condominium is attached hereto as Exhibit "A."

As described in the Declaration of Condominium, the Condominium shall not have a Statutory Reserve Account, as described in Wis. Stat. § 703.163. This determination is made by the Declarant pursuant to the authority granted to the Declarant in Wis. Stat. § 703.163(3)(c).

Name and Return Address:

Timothy F. Umland  
Mohs Widder Paradise LLC  
20 North Carroll Street  
Madison, WI 53703

See Exhibit "A"  
(Parcel Identification Number)

As the Condominium does 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 either (i) reserve accounts not governed by Wis. Stat. §703.163 or (ii) by assessments of Unit Owners.

Dated this 22 day of May, 2019.

MFallsSSE LLC, a Wisconsin limited liability company, Declarant

  
By: David Simon, Authorized Officer and Signatory

*Handwritten initials*

**AUTHENTICATION**

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

authenticated this \_\_\_\_ day of \_\_\_\_\_, 2019.

\* \_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_ authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Attorney Timothy F. Umland

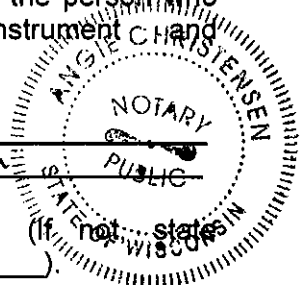
**ACKNOWLEDGEMENT**

STATE OF WISCONSIN )

DANE COUNTY )

Personally came before me this 22 day of May, 2019, the above named David Simon to me known to be the person who executed the foregoing instrument and acknowledged the same.

\* Angie Christensen  
Print Name: Angie Christensen  
Notary Public, State of Wisconsin  
My commission is permanent. (If not, state expiration date: 5-20).



**EXHIBIT "A"**

**Legal Description**

Units 1101 and 1102, together with said units' undivided appurtenant interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in Silver Spring Estates Condominium Homes, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin, on February 18, 2019, as Document No. 4383720, and any amendments thereto, said condominium being located in the Village of Menomonee Falls, Waukesha County, Wisconsin on the real estate described in said Declaration and incorporated herein by this reference.

PINs:

MNFV0118109002  
MNFV0118109003

# Silver Spring Estates Condominiums

## Proposed Budget for 22 units

	Per Year	Per Month	Per Unit/Month	
Snow Removal	\$15,000	\$1,250	\$57	
Mowing	\$10,000	\$833	\$38	
Management Fee	\$5,280	\$440	\$20	
Maintenance	\$5,000	\$417	\$19	Site Maintenance as needed, concrete sealing, deck sealing etc. (ongoing maintenance of limited and common elements that the Association needs to maintain)
HOA dues	\$2,000	\$167	\$8	
Landscape Maintenance	\$7,420	\$618	\$28	
Utilities	\$3,700	\$308	\$14	
Insurance	\$9,500	\$792	\$36	
Miscellaneous	\$1,500	\$125	\$6	Bank Charges, Accounting Fees, postage, extra snowfalls etc.
<b>TOTAL</b>	<b>\$59,400</b>	<b>\$4,950</b>	<b>\$225</b>	
Reserve	\$6,600	\$550	\$25	
<b>TOTAL</b>	<b>\$66,000</b>	<b>\$5,500</b>	<b>\$250</b>	