

# The Cottages

AT VILLAGE GREEN



## Disclosure Materials

Douglas Kent Development, Inc.  
47<sup>th</sup> Avenue & Main Street  
Pleasant Prairie, WI 53158

# SECTION 1

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SECTION 1

ARTICLE I

**DISCLOSURE MATERIALS**



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 HAVE (5) FIVE BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS YOU MAY, AT ANY TIME WITHING (5) FIVE 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. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

**SECTION 1**  
**ARTICLE II**

**RECEIPT DISCLAIMER**

## RECEIPT DISCLAIMER

By Signing this Receipt / Disclaimer, you acknowledge that you have received a copy of the Disclosure Materials The Cottages at Village Green, prepared pursuant to the Condominium Act Chapter 703 et seq. of the Wisconsin Statutes.

Received By: \_\_\_\_\_  
Signature

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

Street Address: \_\_\_\_\_

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

City: \_\_\_\_\_ State : \_\_\_\_\_ Zip: \_\_\_\_\_

SECTION 1  
ARTICLE III

INDEX

## INDEX

1.     **Executive Summary.** The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins in section 1 on page 1-D.
2.     **Declaration.** The declaration establishes and describes the condominium, the units and the common areas. The declaration begins in section 2 on page 1.
3.     **Bylaws.** The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws begin in section 3 on page 1.
4.     **Articles of Incorporation.** The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles of incorporation begin in section 4 on page 1.
5.     **Management or Employment Contracts.** Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin in section 5 on page 1.
6.     **Annual Operating Budget.** The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The annual operating budget begins in section 6 on page 1.
7.     **Leases.** Units in this condominium are sold subject to one or more leases of property or facilities which are not a part of the condominium. These leases begin in Section 7 on page 1.

8. **Expansion Plans.** The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins in section 8 on page 1.

9. **Floor Plan and Map.** The Seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin in section 9 on page 1.

10. **Unit Alterations.** A description of any rules, restrictions, or procedures governing a unit owner's authority to alter the unit or use or enclose limited common elements. See section 3, Bylaws, page 14, item 13 through page 15, item 14.

11. **Parking.** A description of the availability, restrictions, and costs of parking can be found in the Executive Summary, page 2, item 9.

12. **Pets.** A description of rules relating to unit owners' pets can be found in the Executive Summary, page 2, item 10 and in section 3, Bylaws, page 14, item f.

13. **Reserves.** Whether the association maintains reserves for repairs and replacement of common elements beyond routine maintenance and, if so, whether a statutory reserve account under s. 703-163 is maintained. A description of reserves can be found in the Executive Summary, page 2, item 1.

14. **Fees on New Units.** A description of any provisions exempting the declarant or modifying the declarant's obligation to pay assessments on the declarant's unsold units during the period of the declarant's control, and any other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of the declarant's control can be found in the Executive Summary, page 2, item 12.

15. **Amendments.** An indication that a unit purchaser's rights and responsibilities may be altered by an amendment of declaration or bylaws, and a description of amendment process and requirements can be found in the Executive Summary, page 2, item 13.

16. **Other Restrictions or Features.** At the option of the declarant or association a description of other restrictions or features of the condominium can be found in the Executive Summary, page 2, item 14.

SECTION 1  
ARTICLE IV

**EXECUTIVE SUMMARY**

## EXECUTIVE SUMMARY

The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium.

1. **CONDOMINIUM IDENTIFICATION.** The name of the condominium is The Cottages At Village Green Condominium. The condominium is located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.
2. **EXPANSION PLANS.** The Declarant has reserved the right to add additional real estate and units to the condominium within the expansion area which is shown on the recorded condominium plat. The Declarant's rights to expand the condominium are set forth in Section 11(B) of the declaration. During the expansion period the condominium shall be managed by the Declarant and the unit owners as specified in Article III of the bylaws of the owner's association.
3. **GOVERNANCE.** The name of the condominium association is The Cottages At Village Green Condominium Owner's Association, Inc. The address of the association is P.O. Box 580412, Pleasant Prairie, Wisconsin 53158. The association is self managed and general questions regarding the condominium and the association may be addressed to the registered agent for the corporation. The name and address of the registered agent is: Douglas K. Stanich, 600 52<sup>nd</sup> Street Ste. 200, Kenosha, Wisconsin 53140. The telephone number of the registered agent is: (262) 358-9250
4. **SPECIAL AMENITIES.** The common elements of the condominium include green space, wetlands and various storm water drainage facilities. The owner's association will maintain these areas and common elements. The cost of such maintenance will be a common expense to the unit owners. Unit owners are directed to review the recorded Declaration of Condominium, Condominium Plat, recorded easements, restrictive covenants, dedications and notices for further information relating to the use and maintenance of the common areas and elements.
5. **MAINTENANCE AND REPAIR OF UNITS.** Each unit owner shall repair and maintain his unit, at his own expense, as specified in Article V, Section 11(a) of the bylaws of the owner's association.
6. **MAINTENANCE, REPAIR, AND REPLACEMENT OF COMMON ELEMENTS.** The owner's association, acting through its board of directors, shall repair and maintain the common and limited common elements as specified in Article V, Section 11(b) of the bylaws of the owner's association. Repairs and replacements will be funded from unit owner assessments and reserve funds.
7. **RENTAL OF UNITS.** Unit owners may rent their units. In renting a unit, the unit owner shall comply with Article VII, Section 5 of the bylaws of the owner's association, the rules and regulations, and applicable Wisconsin state law.

8. UNIT ALTERATIONS. Subject to the provisions of Article V, Section 14 of the bylaws of the owners association, a unit owner may make additions, improvements or alterations within the unit which do not impair the structural integrity or lessen the support of any portion of the property.
9. PARKING. Each unit shall include parking space in the garage which is attached to, and included as a part of, the unit. There is no charge for parking.
10. PETS. Dogs, cats and other household pets may be kept within a unit. The rules relating to pets are set forth in Article V, Section 12(f) of the bylaws of the owners association.
11. RESERVES. The Declarant has not established a statutory reserve account for the condominium under Section 703.163, Wisconsin Statutes. Until such time as a statutory reserve account is established, the cost of repairs and replacement of the common elements will be part of the annual budget for the owners association.
12. FEES ON NEW UNITS. During the period in which the Declarant shall have control of the owner's association, each unit owner, other than the Declarant, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of units included in the condominium and the Declarant shall pay the balance of the common expenses. At such time as the unit owners shall take control of the owner's association, each unit owner, including the Declarant for units owned by the Declarant for which occupancy permits have been issued, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of units for which occupancy permits have been issued. At such time as occupancy permits have been issued for all units in the condominium, the owner of each unit, including the Declarant, shall pay a fractional percentage of the common expenses represented by the number "1" divided by the total number of units included in the Condominium. Notwithstanding the foregoing, at no time shall the Declarant be liable for common expenses for any unit for which an occupancy permit has not been issued. For purposes of the calculations defined in this Section 12, the term "unit" shall not include any expansion unit which has not been subjected to the Wisconsin Condominium Act by the declaration or any amendment thereto.
13. AMENDMENTS. A unit purchaser's rights and responsibilities may be altered by an amendment of the declaration or bylaws. The declaration may be amended by the Declarant and/or the unit owners as set forth in Section 11 of the Declaration. The bylaws may be amended by the unit owners as set forth in Article XIII of the bylaws of the owners association.
14. OTHER RESTRICTIONS OR FEATURES. None at this time.

## SECTION 2

# DECLARATION

**AFFIDAVIT OF CORRECTION**

Document Number

Document #: **1810239**  
Date: **2017-12-15** Time: **11:54 AM** Pages: **24**  
Fee: **\$30.00** County: **KENOSHA** State: **WI**  
REGISTER OF DEEDS: **JOELLYN M. STORZ**

\*\*\*The above recording information verifies this document has been electronically recorded and returned to the submitter\*\*\*

Recording Area

Tax Key No.  
92-4-122-233-0029

RETURN TO: Douglas Kent Development  
7524 - 39<sup>th</sup> AVE.  
Kenosha, WI 53142

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, in The Cottages At Village Green Condominium, created by a "Declaration of Condominium" recorded on September 29, 2017, in the office of the Register of Deeds for Kenosha County, Wisconsin, as Document No. 1805201, and by its Condominium Plat.

**AFFIDAVIT OF CORRECTION**

Document Number

Recording Area

Tax Key No.  
92-4-122-233-0029

RETURN TO: Douglas Kent Development  
7524 - 39<sup>th</sup> AVE.  
Kenosha, WI 53142

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, in The Cottages At Village Green Condominium, created by a "Declaration of Condominium" recorded on September 29, 2017, in the office of the Register of Deeds for Kenosha County, Wisconsin, as Document No. 1805201, and by its Condominium Plat.

AFFIDAVIT OF CORRECTION

STATE OF WISCONSIN )
)
COUNTY OF RACINE ) ss.

John U. Schneider, being first duly sworn, on oath states and deposes as follows:

- 1. Affiant is an attorney licensed by the State of Wisconsin and makes this affidavit from personal knowledge of the facts contained herein.
2. On September 28, 2017 Affiant prepared an instrument entitled "DECLARATION OF CONDOMINIUM FOR THE COTTAGES AT VILLAGE GREEN CONDOMINIUM" which instrument was recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on September 29, 2017 as Document No. 1805201. A condominium plat was recorded concurrently with the Declaration.
3. Sections 3, 4, 7 and 11 of the Declaration contained incorrect references to the total number of buildings and units to be constructed within Phase One of the Condominium and the Expansion Area for the Condominium, and were inconsistent with the recorded condominium plat and the exhibits which were attached to the Declaration.
4. In order to conform the Declaration, the exhibits attached to the Declaration and the recorded condominium plat, the Declaration is herewith corrected as set forth in Addendum A which is attached to this Affidavit and incorporated by reference herein.
5. The number, location and configuration of the buildings and units in the Condominium as shown on the original exhibits to the Declaration and the condominium plat remain as originally recorded and the Declaration remains in full force and effect except as corrected by the terms of this Affidavit.

Dated this 12 day of December, 2017.

[Handwritten signature of John U. Schneider]
John U. Schneider

Personally came before me this 12 day of December, 2017 the above named John U. Schneider, to me known to be the person who executed and acknowledged the foregoing instrument.

[Handwritten signature of Erin M. MacLennan]
\* Erin M. MacLennan
Notary Public - State of Wisconsin
My commission expires: 8-9-21



Drafted by: John U. Schneider - Attorney at Law (State Bar of Wisconsin # 1017140)



## **ADDENDUM A TO AFFIDAVIT OF CORRECTION**

RE: Declaration of Condominium for the Cottages at Village Green Condominium  
Kenosha County Document No. 1805201

**Section 3(A) is corrected as follows:**

### 3. DESCRIPTION OF IMPROVEMENTS

The Declarant intends to construct improvements on the real estate which is the subject of this Declaration as follows:

A. Eleven buildings, each containing two Units, and nine buildings, each containing one Unit, together with attached garage spaces and basements, will be constructed as shown on the Condominium Plat and Floor Plans attached to this Declaration as **Exhibit C**.

**Section 4(A) is corrected as follows:**

### 4. DESCRIPTION OF UNITS

A. The Condominium shall consist of thirty-one residential Units contained in twenty buildings. Each Unit shall include space in an attached garage and space in a basement. Each Unit has a numeric designation. The approximate area, location, common walls and immediate common area to which the Units have access are shown on the survey and floor plans attached to this Declaration as exhibits. Working drawings and general specifications for the Units are on file at the office of the Declarant, P.O. Box 580412, Pleasant Prairie, Wisconsin 53158.

**Section 7 is corrected as follows:**

### 7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its Owner shall have a 1/31 undivided interest in common with all other Units and Unit Owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there are variances in the Units which relate to value; however, after careful

consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration. For purposes of voting, each Unit owned by the Declarant shall have one vote in matters relating to the Association, whether or not such Unit has actually been constructed.

**Section 11 is corrected as follows:**

**11. AMENDMENT OF DECLARATION**

A. This Declaration may be amended by affirmative vote of at least 75% of the aggregate total of the votes established under Section 7 of this Declaration and subject to the approval of the Village Board. A Unit Owner's vote or written consent is not effective unless it is approved by the mortgagee of the Unit or the holder of an equivalent security interest in the Unit, if any.

B. This Declaration may also be amended by the Declarant alone to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters the percentage in accordance with this Section 11(B). Declarant owns or intends to acquire certain land (the "Expansion Area") which is located as set forth in **Exhibit C** and described as set forth in **Exhibit D**, both of which exhibits are attached to this Declaration. Declarant has or will construct twenty buildings, containing a total of thirty-one residential Units, on the lands described in **Exhibit B** attached to the Declaration ("Phase One"). Declarant presently intends to construct forty-one additional residential Units located in one and two Unit buildings, upon the lands included in the expansion area in one or more stages with a maximum of seventy-two total Units in the Condominium. The general design of the additional buildings shall be substantially similar to those included in this Declaration. The buildings shall be located upon the expansion area generally as shown on the plat attached to this Declaration as **Exhibit C**. Declarant reserves the right to change the design and location of buildings and Units to be constructed within the expansion area as long as the aggregate number of Units constructed in the expansion area does not exceed forty-one and the total number of all Units in the condominium does not exceed seventy-two. Without making any representation in this Declaration that Declarant or any other person can or will undertake the construction, and notwithstanding the provisions of Section 11(A) of this Declaration, Declarant reserves the absolute and unqualified right for itself and its successors and assigns on behalf of each Unit Owner of the Condominium, and subject to Village

Board Approval, to amend this Declaration at any time and from time to time within 10 years from the date of this Declaration to add to the Condominium all or any part of the lands included in the expansion area and the units constructed or under construction in the expansion area, if any. In the event of any such addition, each Unit Owner shall have an undivided interest in common with all other Units and Unit Owners in the common and limited common elements equal to the number one (1) divided by the total number of Units in the Condominium after completion of the part of expansion area added to the Condominium. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all powers of amendment. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the provisions stated in this Section 11(B).

C. This Declaration may also be amended by Declarant to interchange the types of Units, and to modify the design of any Unit, prior to the actual conveyance of any such Unit and to change location of parking space serving a building prior to the initial conveyance of any Unit in the building. The Unit Owners, by acceptance of a condominium deed to a Unit, consent to the interchange of the type Units and the relocation of parking space as provided in this Section 11(C) and appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with these provisions.

D. Notwithstanding anything in this Section 11 to the contrary, any proposed amendment shall be subject to the prior written approval of the Village of Pleasant Prairie.

**NOTE: The original exhibits which were attached to the Declaration of Condominium are attached to this Affidavit of Correction for purposes of reference**

**EXHIBIT A**

<u>Unit #</u>	<u>Address:</u>
1	4715 S. Cottage Lane
2	4717 S. Cottage Lane
3	4729 S. Cottage Lane
4	4731 S. Cottage Lane
5	4739 S. Cottage Lane
6	4745 S. Cottage Lane
7	4747 S. Cottage Lane
8	4753 S. Cottage Lane
9	4755 S. Cottage Lane
10	4761 S. Cottage Lane
11	4763 S. Cottage Lane
12	4748 N. Cottage Lane
13	4746 N. Cottage Lane
14	4724 N. Cottage Lane
15	4708 N. Cottage Lane
16	4706 N. Cottage Lane
17	4698 N. Cottage Lane
18	4696 N. Cottage Lane
19	4662 N. Cottage Lane
20	4648 N. Cottage Lane
21	4640 N. Cottage Lane
22	4669 N. Cottage Lane
23	4671 N. Cottage Lane
24	4697 N. Cottage Lane
25	4754 S. Cottage Lane
26	4752 S. Cottage Lane
27	4732 S. Cottage Lane
28	4714 S. Cottage Lane
29	9967 46th Court
30	9935 46th Court
31	9933 46th Court

## EXHIBIT B - Legal Description

### PHASE 1

2841 Doc # 805200

All of Lot 1 of Certified Survey Map No. 2841 being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. ALSO part of Lot 2 of said Certified Survey Map as described; Begin at the Southwest corner of said Lot 2; run thence N00°11'33"W 592.93 feet along the West line of said Lot 2; thence N89°48'27"E 55.50 feet; thence S85°40'02"E 120.03 feet; thence S68°57'26"E 244.60 feet; thence S78°01'05"E 224.44 feet; thence S02°35'45"E 78.93 feet; thence S33°55'11"W 102.45 feet to the North right-of-way of North Cottage Lane and a point on a curve of Northerly convexity whose radius is 144.00 feet and whose chord bears N54°09'02"W 147.31 feet; thence Westerly 154.64 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southerly convexity whose radius is 517.00 feet and whose chord bears N73°33'26"W 203.62 feet; thence Westerly 204.96 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southerly convexity whose radius is 181.50 feet and whose chord bears N57°00'25"W 32.85 feet; thence Westerly 32.90 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Northerly convexity whose radius is 77.00 feet and whose chord bears S63°59'48"W 138.64 feet; thence Southwesterly 172.53 feet along the arc of said curve and said right-of-way to the West right-of-way of South Cottage Lane; thence S00°11'33"E 122.11 feet along said right-of-way to the point of curvature of a curve of Southwesterly convexity whose radius is 183.00 feet and whose chord bears S39°11'17"E 230.31 feet; thence Southerly 249.10 feet along the arc of said curve and said right-of-way to the South right-of-way of South Cottage Lane; thence S78°11'01"E 62.77 feet along said right-of-way to the point of curvature of a curve of Northeasterly convexity whose radius is 20.00 feet and whose chord bears S37°52'04"E 25.88 feet; thence Southerly 28.15 feet along the arc of said curve and said right-of-way to the West right-of-way of 46th Court; thence S02°26'54"W 61.07 feet along said right-of-way to the point of curvature of a curve of Southeasterly convexity whose radius is 20.00 feet and whose chord bears S47°51'19"W 28.48 feet; thence Southwesterly 31.70 feet along the arc of said curve and said right-of-way to the North right-of-way of Main Street and the point of curvature of a curve of Southerly convexity whose radius is 3750.00 feet and whose chord bears N85°22'00"W 179.43 feet; thence Westerly 179.45 feet along the arc of said curve and said right-of-way; thence N83°59'45"W 121.95 feet along said right-of-way to the point of beginning. ALSO part of Lot 3 of said Certified Survey Map as described; Begin at the Southeast corner of said Lot 3 and a point on the North right-of-way of Main Street; run thence S87°24'14"W 209.21 feet along said right-of-way to the point of curvature of a curve of Southerly convexity whose radius is 3750.00 feet and whose chord bears S89°31'08"W 276.80 feet; thence Westerly 276.86 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southwesterly convexity whose radius

## EXHIBIT B - Legal Description (Continued)

is 20.00 feet and whose chord bears N42°57'32"W 28.48 feet; thence Northerly 31.70 feet along the arc of said curve and said right-of-way to the Easterly right-of-way of 46th Court; thence N02°26'54"E 68.34 feet along said right-of-way to the point of curvature of a curve of Northerly convexity whose radius is 117.00 feet and whose chord bears N44°50'55"E 157.79 feet; thence Easterly 173.17 feet along the arc of said curve and said right-of-way; thence N87°14'57"E 69.54 feet along said right-of-way; thence S02°43'56"E 123.27 feet; thence N63°15'28"E 63.99 feet; thence N69°08'17"E 27.64 feet; thence N76°50'43"E 50.25 feet; thence N68°25'05"E 31.14 feet; thence N66°37'51"E 31.62 feet; thence N60°52'44"E 23.58 feet; thence N43°53'01"E 19.47 feet; thence N48°24'48"E 30.49 feet; thence N64°25'12"E 19.83 feet; thence N87°24'15"E 41.99 feet to the East line of said Lot 3; thence S02°35'45"E 199.87 feet along said East line to the North right-of-way of said Main Street and the point of beginning. ALTOGETHER containing 6.555 acres.

3 (2)  
RECORDING CONFIRMATION SHEET

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

Company Name: The Cottages



Recording Inform

DOCUMENT  
1805201

RECORDED  
At Kenosha County, Kenosha WI 53140  
JOELYN M. Storz, Register of Deeds  
September 29, 2017 4:06 PM  
\$36.00  
Pages 35

Your File No.	Type of Document	Regarding Whom	Fees
		Declaration of Condomini	

return to Village

DECLARATION OF CONDOMINIUM  
FOR  
THE COTTAGES AT VILLAGE GREEN HEIGHTS CONDOMINIUM

The Cottages At Village Green, LLC, a Wisconsin limited liability company, ("~~Declarant~~"), hereby declares that the real estate described in Section 1 of this Declaration ("~~Declaration~~") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("~~Act~~"). The real estate and all the buildings and the other improvements located on the real estate shall be known and described as The Cottage At Village Green Heights Condominium ("~~Condominium~~"). The address of the Condominium is set forth in **Exhibit A** which is attached to this Declaration and incorporated by reference herein

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in the Village of Pleasant Prairie, Kenosha County, Wisconsin, and is more particularly described in **Exhibit B** attached to this Declaration.

2. DEFINITIONS

Unless otherwise specifically stated, the following terms as used in this Declaration shall be defined as follows:

A. "Association" shall mean The Cottages At Village Green Heights Condominium Owners Association, Inc., a corporation formed under Chapter 181, Wisconsin Statutes, its successors and assigns.

B. "By-Laws" shall mean the by-laws of the Association.

C. "Common Elements" shall generally refer to all common areas and facilities contained within the Condominium, but excluding the Units.

D. "Common Expenses" shall generally mean those expenses incurred by the Association with respect to the maintenance and operation of the Condominium, including, without limitation, costs relating to: (a) maintenance, repair and replacement of the Common Elements; (b) maintenance, repair and replacement of the storm water retention basin, drainage facilities and retention basin fountain; (c) maintenance and repair of the sidewalks, street trees and site landscaping; (d) maintenance, repair and replacement of street lighting

and Condominium signage; (e) energy charges related to the Common Elements and street light facilities; (f) professional fees; (g) insurance premiums; and (h) all other charges and fees incurred by the Association relating to the operation or existence of the Condominium, including assessments or charges imposed by the Village of Pleasant Prairie relating to maintenance performed by the Village.

E. "Declarant" shall mean The Cottages At Village Green, LLC, its successors and assigns.

F. "Limited Common Elements" shall mean those common elements which are reserved in this Declaration for the exclusive use of a Unit Owner.

G. "Mortgagee" shall mean any person named as a Mortgagee under any mortgage under which the interest of any Unit Owner is encumbered. This term shall also include land contract vendors, but shall not include any person holding such land contract vendor's interest merely as security.

H. "Owner" shall mean the owner of record, whether one or more natural persons or entities, of any Unit. This term shall include land contract vendees, but shall not include any person holding such vendee's interest merely as security. The term "Owner" have the same meaning as "Unit Owner".

I. "Unit" shall mean a part of the condominium consisting of one or more cubicles of air on one or more levels of space in a residential building including the attached garage space, the basement space, and all facilities and improvements, bounded as set forth in the Declaration.

### 3. DESCRIPTION OF IMPROVEMENTS

The Declarant intends to construct improvements on the real estate which is the subject of this Declaration as follows:

A. Eleven buildings, each containing two Units, and ten buildings, each containing one Unit, together with attached garage spaces and basements, will be constructed as shown on the Condominium Plat and Floor Plans attached to this Declaration as **Exhibit C**.

B. The buildings will contain Units which may be of six different types and which shall include space in an attached garage and in a basement. The Units are generally described as follows:

**Type "A1" Units** are two bedroom, two bathroom ranch style Units which contain approximately 1,454 square feet of living space on the ground floor level and which include a two car attached garage and a full basement;

**Type "A2" Units** are two bedroom, two bathroom ranch style Units which contain approximately 1,460 square feet of living space on the ground floor level and which include a two car attached garage and a full basement;

**Type "B" Units** are three bedroom, two bathroom ranch style Units which contain approximately 1790 square feet of living space on the ground floor level and which include a two car attached garage and a full basement;

**Type "C" Units** are three bedroom, two bathroom ranch style Units which contain approximately 1825 square feet of living space on the ground floor level and which include a two car attached garage and a full basement;

**Type "D" Units** are three bedroom, two and one-half bathroom two story Cape Cod style Units which contain a combined total of approximately 1,920 square feet of living space on the ground floor and second floor levels and which include a two car attached garage and a full basement;

**Type "E" Units** are three bedroom, two and one-half bathroom two story Cape Cod style Units which contain a combined total of approximately 2,200 square feet of living space on the ground floor and second floor levels and which include a two car attached garage and a full basement.

Units may contain a "bonus room" as shown on the floor plan for the individual Unit types. If a bonus room is constructed for any Unit, the bonus room shall be owned by the owner of the Unit to which the bonus room is connected. The square footage area of any constructed bonus room shall be added to the base area of the Unit to which it is connected as reflected in this Section 3 and the size of the Unit shall thereafter reflect the aggregate total of the base square foot area plus the square foot area of the bonus room. Any such bonus room shall be considered to be a part of the Unit to which it is connected for all purposes under the terms of this Declaration and the Act, including, without limitation, for purposes of insurance.

The boundaries and construction of each Unit, regardless of type, shall be as described in Section 4 of this Declaration and the Condominium Plat and Floor Plans attached to this Declaration as **Exhibit C**. The physical boundaries of each Unit, including any basement space which is part of the Unit, the attached garage space and the stairway serving the Unit, regardless of type, are as described in Section 4 of this Declaration. The buildings in which

the Units are located may contain one or two stories above grade. Units will contain space on the each story of the of the building and in the basement. The horizontal and vertical boundaries set forth in Section 4 of this Declaration shall be applied separately to each story of the building and to the basement. The building will be constructed principally of concrete foundations and concrete footings, wood frames, hardi-plank or similar siding, brick, stone or other low maintenance exteriors and wood and concrete floors. The roofs are asphalt shingle. Each Unit is connected to the municipal water and sanitary sewer system. All utilities for each Unit shall be separately metered. Each Unit has an individual hot water heater and individual heating and air conditioning systems. Each Unit will contain a fireplace. The Declarant shall be the authority for the proper usage, arrangements and placement of fixtures, equipment and materials in accordance with recognized standards, the Condominium Plat and this Declaration. Slight deviations from the Plat or this Declaration shall be construed as substantial compliance with this Declaration. Any deviations from the Plat or this Declaration shall not change the overall aesthetic effect of a Unit or the Condominium and shall include materials at least equal in quality to those called for in this Declaration.

#### 4. DESCRIPTION OF UNITS

A. The Condominium shall consist of thirty-two residential Units contained in twenty-one buildings. Each Unit shall include space in an attached garage and space in a basement. Each Unit has a numeric designation. The approximate area, location, common walls and immediate common area to which the Units have access are shown on the survey and floor plans attached to this Declaration as exhibits. Working drawings and general specifications for the Units are on file at the office of the Declarant, P.O. Box 580412, Pleasant Prairie, Wisconsin 53158.

B. The boundaries of each Unit, including attached garage spaces and stairways, shall consist of that part of the cubic area of the residential building enclosed as follows:

(1) Horizontal Boundaries:

(a) The upper horizontal boundaries for that portion of each Unit which is located on the ground and second floor levels above grade of the building; all attached garage spaces; and all stairways, shall be the plane of the undecorated finished drywall ceiling as extended to an intersection with the vertical boundaries;

(b) The upper horizontal boundaries of the basement space in each Unit shall be the plane of the bottom of the first floor trusses or joists and extended to an intersection with the vertical boundaries;

(c) The lower horizontal boundaries of each Unit, including the basement, attached garage space and stairways, shall be the plane of the undecorated finished floor extended to an intersection with the vertical boundaries.

(2) Vertical Boundaries:

(a) The vertical boundaries for that portion of each Unit which is located on the first and second floor levels above grade of the building; all attached garage space; and stairways, shall be the plane of the undecorated finished drywall on the interior of the perimeter walls as extended to intersections with each other and with the upper and lower boundaries.

(b) The vertical boundaries of the basement level of each Unit shall be the interior plane of the undecorated perimeter walls as extended to intersections with each other and with the upper and lower boundaries.

C. Each Unit shall include the interior surfaces of the finished walls, ceilings and floors, but shall not include the drywall, subfloors or basement foundation walls. Windows, moldings, window frames and doors (including all glass in doors, but excepting the exterior surface of the garage door), and exterior courtesy lighting, shall be included as part of a Unit.

D. All components of the fireplace and fireplace vent, if any; the sump pump, if any; the heating and air conditioning systems (including exterior condensers); the water heater; components and wiring of intercom or doorbell systems; and the smoke detectors and CO detectors in each Unit shall be considered part of the Unit and repaired and maintained by and at the expense of the owner of the Unit served by such systems and equipment. All plumbing fixtures shall be maintained by the Unit Owner making use of such fixtures and each Unit Owner shall be responsible for removal of blockages in the sewer pipes which serve that owner's Unit.

E. If any portion of the common or limited common elements shall encroach upon any Unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction or repair of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit or common elements constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be the boundaries of the Unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the condominium plat and the existing physical boundaries of any such Unit or common element.

F. A limited easement is herewith reserved for each Unit Owner to allow decoration of the perimeter boundaries of the Unit and the attachment of fasteners thereto. Each Unit Owner shall have the right to paint or otherwise finish the interior walls, ceilings and floors of his Unit and to attach fasteners thereto which encroach into the common elements. No modification of a Unit or the adjacent common elements shall be permitted if the same shall affect the structural integrity of the building or interfere with the rights of other Unit Owners. Further, each Unit Owner making modifications to his Unit shall be liable for any damage to the common elements which results from such modification. A Unit Owner may not paint or otherwise decorate, adorn or change the appearance of the exterior of the building or any common or limited common element, unless such proposed modification has been approved in writing, in advance, by the Board of Directors of the Owner's Association.

## 5. DESCRIPTION OF COMMON ELEMENTS

The common elements shall include, but not be limited to the following:

A. Land within the Condominium, including, without limitation: green space; common mailbox facilities; land beneath the buildings; landscaping; driveways, walkways, storm water basins and drainage facilities serving the Condominium;

B. The exterior face of the garage door and all structural components of the building, including basement foundations, basement concrete floors, and all walls, ceilings and floors, other than those components which are specifically included in each Unit by this Declaration;

C. All components of plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit by this Declaration;

D. Site signage;

E. Other than as excluded above, all components of the sewer, water and/or electrical systems serving the common areas;

F. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use as of the date of recording of this Declaration.

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

The porches, patios, sidewalks and driveways which are adjacent to each Unit, as indicated on **Exhibit C** attached hereto, are limited common elements which are permanently assigned to and limited to the use of Units to which they are assigned ("limited common elements").

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its Owner shall have a 1/32 undivided interest in common with all other Units and Unit Owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there are variances in the Units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration. For purposes of voting, each Unit owned by the Declarant shall have one vote in matters relating to the Association, whether or not such Unit has actually been constructed.

8. USE OF UNITS

A. All Units are intended for and shall be restricted to use by the Owner, the Owner's family, lessees, invitees and frequenters, for residential purposes only. The buildings containing the Units are intended for and restricted to use for residential purposes only. A Unit may be rented or leased provided that the Unit Owner and tenant shall comply with the requirements of the Declaration, the By-Laws, including any rules and regulations adopted pursuant to the By-Laws, and the Act. Each lease or rental agreement shall require the tenant to comply with the Declaration, the By-Laws, any rules and regulations adopted by the Association pursuant to the By-Laws, and the Act. A copy of each such lease or rental agreement shall be provided to the Association prior to the tenant taking occupancy of the Unit. The Association, pursuant to the By-Laws, may adopt further regulations relating to the rental of Units with the intent that any such By-Law shall be adopted for the purpose of bringing the Condominium into compliance with Department of Housing and Urban Development mortgage lending regulations.

B. The garage spaces which are included as part of the Units are intended for and shall be restricted to the use by the Owner, the Owner's family, lessees, invitees and frequenters for storage of personal property and parking of private automobiles. Garages may not be used for any commercial purpose. Use of the garages may be further regulated by the By-Laws and rules and regulations adopted pursuant to the By-Laws. Each garage is

considered to be a part of the Unit to which it is attached. Garages may not be separately conveyed. No garage may be transferred or otherwise conveyed unless the transfer or conveyance involves the transfer or conveyance of the Unit to which the garage is attached.

C. Notwithstanding the foregoing, the Declarant shall have the rights with respect to Unit and garage use reserved to Declarant in Section 21(B) of this Declaration.

#### 9. SERVICE OF PROCESS

The resident agent for the Condominium shall be The Cottages At Village Green, LLC. Service of process shall be made upon the Declarant at P.O. Box 580412, Pleasant Prairie, Wisconsin 53158 as to matters provided for in the Act until all Units have been sold, conveyed and paid for or until the first meeting of the Unit Owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

#### 10. DAMAGE OR DESTRUCTION

In the event the Condominium is destroyed or damaged in an amount in excess of \$10,000.00 and insurance proceeds together with an amount not exceeding \$10,000.00 are insufficient to complete repair and construction, action by the Association by a vote of a majority of Unit Owners, as defined in the By-Laws, taken within 90 days after the damage or destruction, shall be necessary to determine to repair or reconstruct the Condominium as more fully described in Section 3, Article 5 of the By-Laws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (together with an amount not exceeding \$10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association ("Board of Directors") as provided in that section of the By-Laws.

#### 11. AMENDMENT OF DECLARATION

A. This Declaration may be amended by affirmative vote of at least 75% of the aggregate total of the votes established under Section 7 of this Declaration and subject to the approval of the Village Board. A Unit Owner's vote or written consent is not effective unless it is approved by the mortgagee of the Unit or the holder of an equivalent security interest in the Unit, if any.

B. This Declaration may also be amended by the Declarant alone to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters the percentage in accordance with this Section 11(B). Declarant owns or intends to acquire certain land (the "Expansion Area") which is located as set forth in

**Exhibit C** and described as set forth in **Exhibit D**, both of which exhibits are attached to this Declaration. Declarant has or will construct twenty-one buildings, containing a total of thirty-two residential Units, on the lands described in **Exhibit B** attached to the Declaration ("Phase One"). Declarant presently intends to construct forty additional residential Units located in one and two Unit buildings, upon the lands included in the expansion area in one or more stages with a maximum of seventy-two total Units in the Condominium. The general design of the additional buildings shall be substantially similar to those included in this Declaration. The buildings shall be located upon the expansion area generally as shown on the plat attached to this Declaration as **Exhibit C**. Declarant reserves the right to change the design and location of buildings and Units to be constructed within the expansion area as long as the aggregate number of Units constructed in the expansion area does not exceed forty and the total number of all Units in the condominium does not exceed seventy-two. Without making any representation in this Declaration that Declarant or any other person can or will undertake the construction, and notwithstanding the provisions of Section 11(A) of this Declaration, Declarant reserves the absolute and unqualified right for itself and its successors and assigns on behalf of each Unit Owner of the Condominium, and subject to Village Board Approval, to amend this Declaration at any time and from time to time within 10 years from the date of this Declaration to add to the Condominium all or any part of the lands included in the expansion area and the units constructed or under construction in the expansion area, if any. In the event of any such addition, each Unit Owner shall have an undivided interest in common with all other Units and Unit Owners in the common and limited common elements equal to the number one (1) divided by the total number of Units in the Condominium after completion of the part of expansion area added to the Condominium. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all powers of amendment. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the provisions stated in this Section 11(B).

C. This Declaration may also be amended by Declarant to interchange the types of Units, and to modify the design of any Unit, prior to the actual conveyance of any such Unit and to change location of parking space serving a building prior to the initial conveyance of any Unit in the building. The Unit Owners, by acceptance of a condominium deed to a Unit, consent to the interchange of the type Units and the relocation of parking space as provided in this Section 11(C) and appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with these provisions.

D. Notwithstanding anything in this Section 11 to the contrary, any proposed amendment shall be subject to the prior written approval of the Village of Pleasant Prairie.

## 12. ADDITIONAL RIGHTS OF LENDERS

A. As to the holder of any mortgage and as to any land contract vendor ("mortgagee") of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in Section 9 of this Declaration that it desires to receive notice of the following matters:

(1) The Board of Directors shall give the lender written notice by mail of the call of any meeting of the Board of Directors or membership of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(2) The Board of Directors shall give the lender by mail a copy of the notice of default which is given to any Unit Owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles or the By-Laws and rules and regulations, at the time of notice to any Unit Owner; and

(3) The Board of Directors shall notify the lender of physical damage to structure, fixtures or equipment of a Unit in an amount exceeding \$2,500.00 when such damage is known to the Board of Directors and shall notify all lenders if common elements of the Condominium are damaged in an amount exceeding \$10,000.00 or if the common elements become the subject of condemnation or eminent domain proceedings.

B. Unless all affected lenders have given their prior written approval, the Association shall not:

(1) Change the undivided percentage interest in the common elements of the Condominium relating to the Unit, unless such change is made pursuant to an expansion of the Condominium as permitted herein;

(2) Partition or subdivide any Unit or abandon, partition, subdivide, encumber, or convey the common elements of the Condominium (granting of easements for public utilities excepted);

(3) By act or omission seek to abandon the Condominium status of the Condominium except as provided in Section 10 of this Declaration in case of substantial damage to or destruction of the Condominium;

(4) Use hazard insurance proceeds for losses to the Condominium property for other than the repair of the property, except as authorized by law.

C. Notwithstanding Section 11 of this Declaration, this Section 12 shall not be amended unless all lenders have given their prior written approval.

### 13. PAYMENT OF COMMON EXPENSES

During the period in which the Declarant shall have control of the Association, each Unit Owner, other than the Declarant, shall pay a fractional share of the total Common Expenses, as defined Section 2(D), represented by the number "1" divided by the total number of Units included in the Condominium and the Declarant shall pay the balance of the Common Expenses. At such time as the Unit Owners shall take control of the Association, each Unit Owner, including the Declarant for Units owned by the Declarant, shall pay a fractional share of the Common Expenses represented by the number "1" divided by the total number of Units for which occupancy permits have been issued. At such time as occupancy permits have been issued for all Units in the Condominium, the Owner of each Unit, including the Declarant for Units owned by the Declarant, shall pay a fractional percentage of the Common Expenses represented by the number "1" divided by the total number of Units included in the Condominium. At no time shall the Declarant be liable for any Common Expense regarding any Unit for which an occupancy permit has not been issued. Each Unit Owner shall pay Common Expenses on a monthly basis as required by the By-Laws.

### 14. EASEMENTS / RESTRICTIONS / DEDICATIONS / NOTICES

Unit Owners are notified of the existence of various easements, restrictive covenants, dedications and notices which affect the Condominium. This information is detailed on the Condominium Plat; the recorded Certified Survey Map; and other documents of record with the office of the Register of Deeds for Kenosha County, Wisconsin. Unit Owners are directed to carefully review these documents to determine the extent and location of easements and public dedications, and to determine how the Condominium and the individual units are affected by the restrictions and notices.

### 15. SATELLITE DISHES

Satellite dishes and similar technology for the reception of television and other signals shall only be placed in and upon the common elements at locations to be determined by the Declarant, until the first meeting of the Association, and thereafter by the Board of Directors. Any Unit Owner who causes any such technology to be installed or maintained in or upon the common elements shall be liable for all damage to the common elements by reason of such installation and that Unit Owner shall be further liable for all costs related to the restoration of the common elements at such time as the technology is removed. The

Declarant reserves for itself and the Board of Directors the right to establish regulations relating to any such installation. In the event that a Unit Owner desires to sell a Unit which includes technology described in this Section 15, that Unit Owner shall either provide the Board of Directors with the purchaser's written acknowledgment of the provisions of this section or remove the technology from the common elements prior to conveyance of the Unit to the purchaser.

#### 16. MAIL SERVICE

The United States Postal Service requires that all mailboxes for the Condominium be located at one or more common mailbox facilities. The common mailbox facilities will be located within the common area of the Condominium at locations to be determined by the United States Postal Service. Each common mailbox facility will be installed by the Declarant and shall be maintained by the Association. Each Unit Owner is directed to review the By-Laws and any rules and regulations adopted pursuant to the By-Laws, for additional specific requirements with respect to the common mail facility which serves that Owner's Unit.

#### 17. BASEMENT USE

Subject to the terms of this Declaration, the Act, and any adopted rules and regulations established for the Condominium, Unit Owners may finish and use the basement space which is part of the Unit, provided that any such work must be in compliance with all applicable municipal and state building codes. Notwithstanding the foregoing, notice is hereby given that applicable Village of Pleasant Prairie ordinances and the laws of the State of Wisconsin may prohibit the construction of bedrooms in the basement space.

#### 18. VISION CORNERS, EASEMENTS

Unit Owners are notified that various portions of the common elements are subject to "vision corner" restrictions relating to adjacent public streets. Unit Owners are further notified of the existence of various easements affecting the common and limited common elements. The location and extent of the vision corners and other easements are detailed on the Condominium Plat, the Certified Survey Map, and other documents of record with the office of the Register of Deeds for Kenosha County, Wisconsin.

#### 19. STORM WATER RETENTION BASIN MAINTENANCE

The Common Elements of the Condominium will contain a Storm Water Retention Basin ("Basin") installed as part of the storm water management system for the

Condominium. The Basin is located as set forth on the Condominium Plat which is attached to this Declaration as Exhibit C. The Basin will be maintained by the Association, and each Unit Owner, as a member of the Association, will pay a proportionate share of the cost of the Basin maintenance and other costs relating to compliance with the storm water drainage plan for the Condominium.

## 20. WETLANDS MAINTENANCE

The Common Elements of the Condominium may contain areas which are or may be delineated as wetlands ("Wetlands"). The Wetlands are considered to be part of the storm water management system for the Condominium. The Wetlands will be maintained by the Association, and each Unit Owner, as a member of the Association, will pay a proportionate share of the cost of the Wetlands maintenance.

## 21. FURTHER MATTERS

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

B. Until such time as all Units have been conveyed to third party purchasers, the Declarant reserves the right use one or more of the Units or garage spaces within any Unit it owns to be maintained as a model and office and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium, together with appropriate signage located in the common elements identifying the Declarant and its agents and locating and giving any information regarding any model Unit and the office.

C. Pursuant to Chapter 703 of the Wisconsin statutes and the By-Laws, the Board of Directors may adopt rules and regulation concerning the use of the Units and the

common and limited common elements, including provisions limiting keeping of animals and other pets, Copies of any adopted rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the effective date of the rules and regulations.

D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Village of Pleasant Prairie, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television, and for other purposes; for sewer, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. These easements and rights-of-way shall be confined, so far as possible, in underground pipes or conduits, with the necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

E. To the extent that the Village of Pleasant Prairie performs any maintenance or repair activities within the Condominium, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover as special assessments or special charges under Wisconsin Statutes Section 66.0627 (or successor or similar provisions), or otherwise according to law. Unless the Village exercises the rights granted to it in the dedication statement on the Condominium Plat, the Village shall have no obligation to do anything pursuant to its rights under the dedication statement.

IN WITNESS WHEREOF, the undersigned has caused the execution of this instrument on this 13 day of September, 2017.

**THE COTTAGES AT VILLAGE GREEN, LLC**

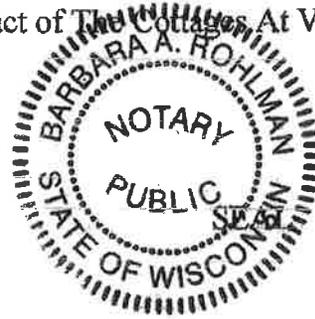
By: Douglas K. Stanich  
Douglas K. Stanich      Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )  
COUNTY OF KENOSHA ) ss.

Personally came before me this 13<sup>th</sup> day of September, 2017, the above named Douglas K. Stanich, to me known to be the person and member who executed the foregoing instrument and acknowledged the same as an act of The Cottages At Village Green, LLC, by its authority.

Barbara A. Rohlman  
\* BARBARA A. ROHLMAN  
Notary Public - State Of Wisconsin  
My commission expires: 8/31/20



Drafted by: John U. Schneider - Attorney at Law (State Bar of Wisconsin No. 1017140)

\*Print name of Notary



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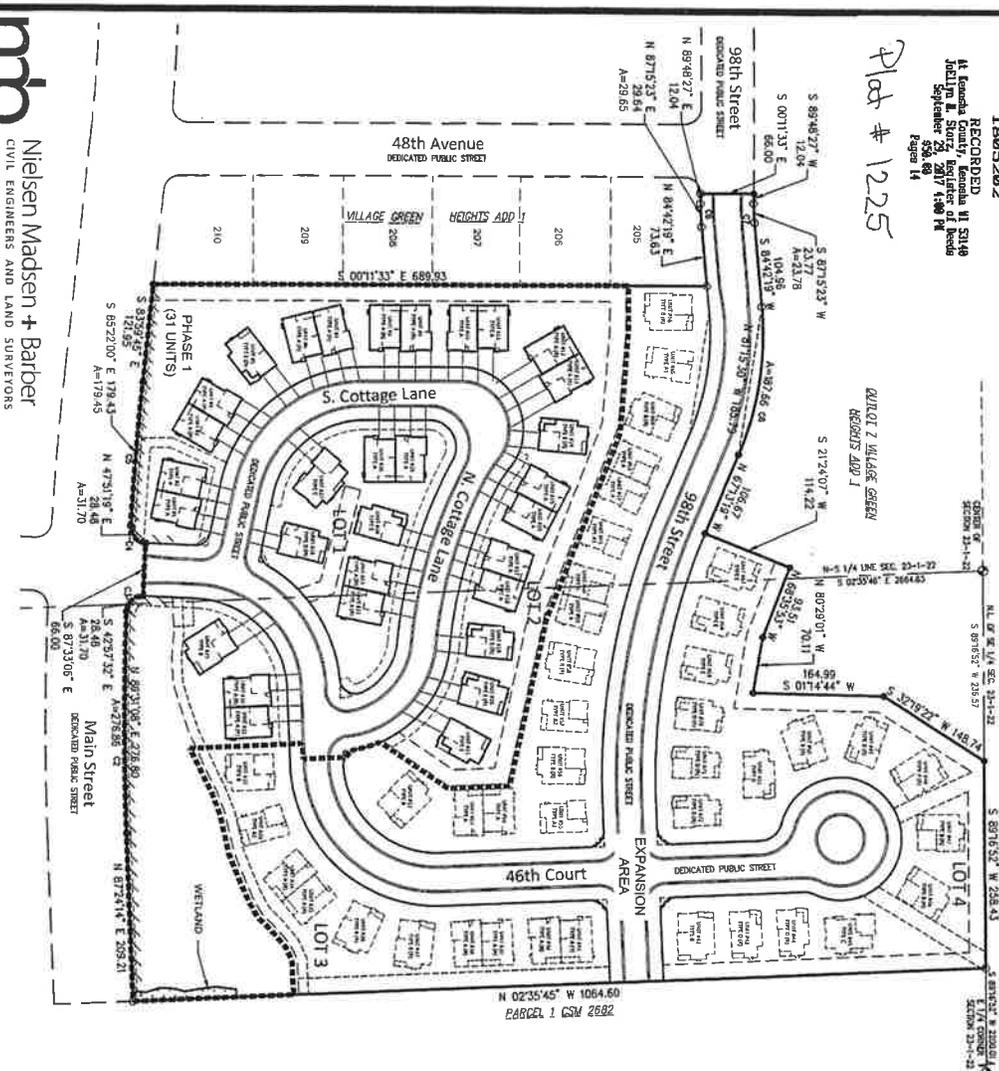
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In Kenosha County, Wisconsin  
July 25, 2017 4:00 PM  
Page 14

Plot # 1225

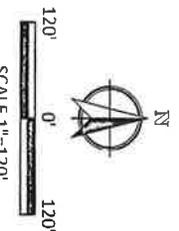
# THE COTTAGES AT VILLAGE GREEN

## CONDOMINIUM

SITE SURVEY / BUILDING EXTERIOR  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



**mb**  
Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI, 53406  
Tel: (262) 594-5588 Website: www.nmbisc.net



Curve #	Radius	Ang.	Chord Direction	Chord Length
C1	370.00	77.88	N 87° 10' 00" E	738.86
C2	370.00	31.70	S 82° 47' 37" E	28.48
C3	20.00	31.70	N 87° 51' 18" E	28.48
C4	3790.00	179.45	S 85° 22' 00" E	179.45
C5	323.00	28.61	N 87° 15' 27" E	28.61
C6	281.00	27.78	N 87° 15' 27" E	27.78
C7	281.00	101.15	N 01° 30' 30" W	183.75

**LEGEND**

BEARING BASE: GND NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927.

○ 1" O.D. IRON PIPE FOUND

● 5/8" O.D. X 18" REBAR - 1/4" BSS/JAN FT. SET

⊙ CONC. MON. W/ BRASS CAP FOUND

⋄⋄⋄ NO VEHICULAR ACCESS

----- PHASE LINE

*Nielsen Madsen + Barber*  
9-7-17

Nielsen Madsen + Barber, S.C.  
1458 Horizon Boulevard, Suite 200  
Racine, WI 53406  
(262) 694-5588

This plat is a correct representation of The Cottages at Village Green Condominium as proposed at the date thereof, and the identification and location of each unit and the common elements can be determined from the plat.

The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and approximate dimensions and floor areas thereof.

The proposed floor plans, provided by Saab Design Architectural Services, do not represent as-built conditions.

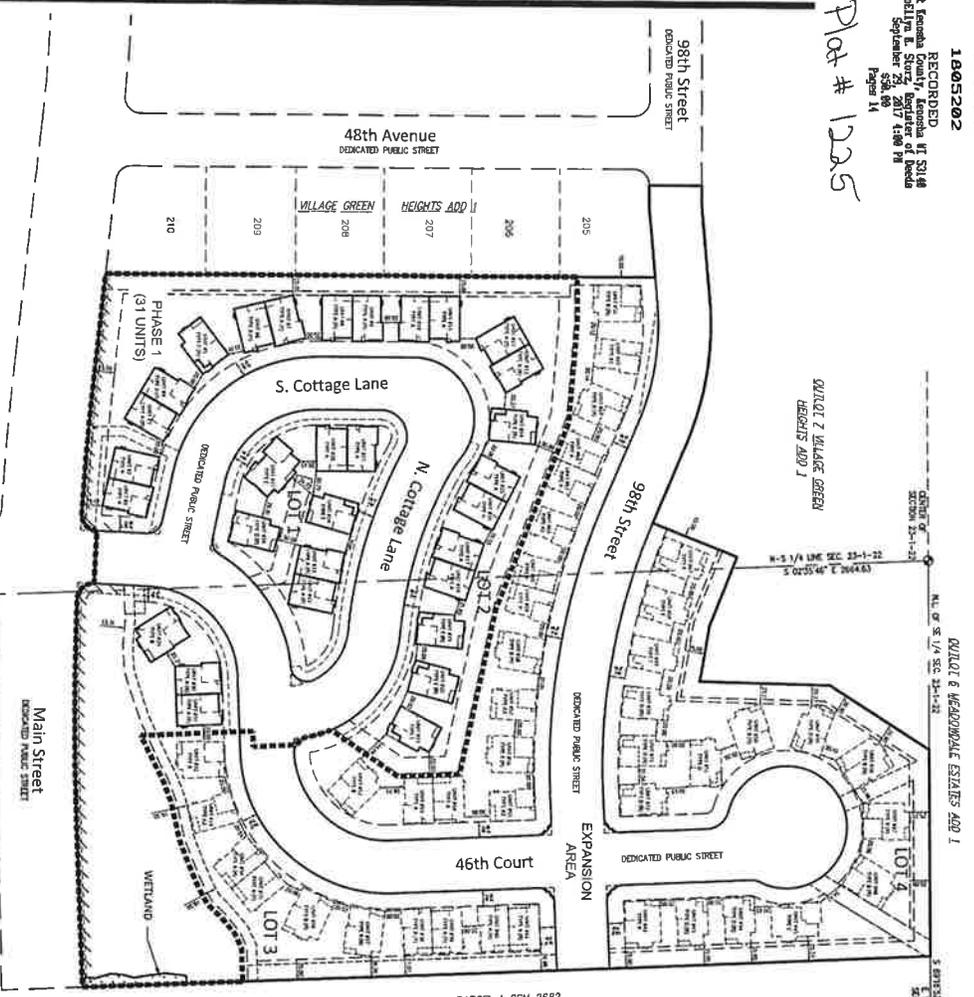
All areas not occupied by units or limited common elements are common elements.



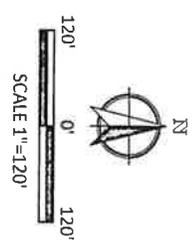
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At Fremont County, Wisconsin at 5318  
2017 September 29, 2017 4:00 PM  
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Page 14

Plot # 1225



PARCEL 1 GSN 2882



# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

DIMENSIONED SITE PLAN  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**mbo**  
Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd., Suite 200, Racine, WI, 53406  
Tel: (262)534-5588 Website: www.nmbcsc.net

- LEGEND**
- BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927.
  - 1" O.D. IRON PIPE FOUND
  - 5/8" O.D. x 18" REBAR - 104RS/JLN F. SET
  - ⊙ CONC. MON. W/ BRASS CAP FOUND
  - ////// NO VEHICULAR ACCESS
  - PHASE LINE



# THE COTTAGES AT VILLAGE GREEN

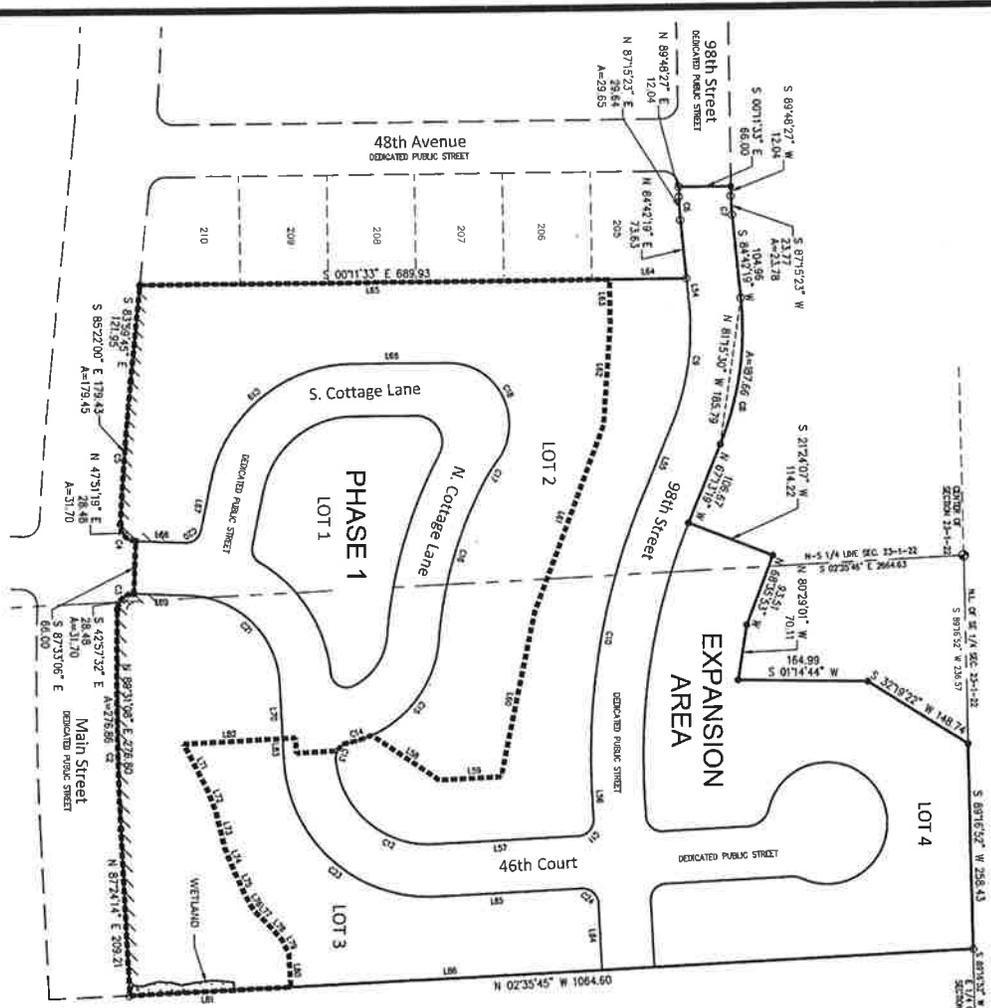
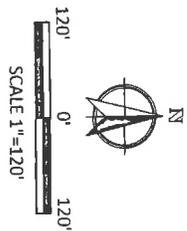
CONDOMINIUM  
 PHASE 1 AND EXPANSION AREA  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



DOCUMENT  
 1805202

RECORDED  
 J. Kenneth S. Sturtevant, Registrar of Deeds  
 September 25, 2017 1:00 PM  
 Page 14

Plot # 1225



Curve #	Radius	Area	Chord Direction	Chord Length
C26	3750.00	378.86	N89°21'00"E	239.86
C27	3650.00	31.20	S42°57'32"E	32.68
C28	3650.00	31.02	N47°51'19"E	30.40
C29	3750.00	179.52	S89°28'00"E	173.42
C30	3417.00	155.32	N47°51'19"E	153.12
C31	3484.00	208.09	N77°54'33"W	208.09
C32	20.00	31.42	N47°51'19"E	29.22
C33	119.00	179.27	N41°18'00"E	192.24
C34	20.00	39.35	S57°54'19"E	31.96
C35	144.00	31.12	S71°11'49"E	31.96
C36	144.00	154.61	N68°06'03"W	142.31
C37	571.00	324.98	N47°51'19"W	203.62
C38	144.00	32.85	S47°08'20"E	32.15
C39	144.00	127.15	S47°08'20"E	126.64
C40	144.00	240.01	S71°11'49"E	230.31
C41	20.00	20.15	N47°51'19"E	22.81
C42	147.00	173.17	N47°51'19"E	157.12
C43	147.00	248.98	S42°24'15"W	229.45
C44	20.00	31.42	S42°24'15"W	29.22

Line #	Length	Direction
L26	31.32	S68°42'10"W
L27	108.07	N69°09'17"E
L28	20.30	S47°54'13"W
L29	375.00	S89°28'00"E
L30	144.00	N47°51'19"E
L31	144.00	N47°51'19"E
L32	144.00	N47°51'19"E
L33	144.00	N47°51'19"E
L34	144.00	N47°51'19"E
L35	144.00	N47°51'19"E
L36	144.00	N47°51'19"E
L37	144.00	N47°51'19"E
L38	144.00	N47°51'19"E
L39	144.00	N47°51'19"E
L40	274.44	S71°11'49"E
L41	244.60	S71°11'49"E
L42	320.02	S59°49'02"E
L43	55.50	N47°24'15"E
L44	81.60	S67°11'33"W
L45	81.60	S67°11'33"W
L46	81.60	S67°11'33"W
L47	81.60	S67°11'33"W
L48	81.60	S67°11'33"W
L49	81.60	S67°11'33"W
L50	81.60	S67°11'33"W
L51	81.60	S67°11'33"W
L52	81.60	S67°11'33"W
L53	81.60	S67°11'33"W
L54	81.60	S67°11'33"W
L55	81.60	S67°11'33"W
L56	81.60	S67°11'33"W
L57	81.60	S67°11'33"W
L58	81.60	S67°11'33"W
L59	81.60	S67°11'33"W
L60	81.60	S67°11'33"W

Line #	Length	Direction
L61	81.60	S67°11'33"W
L62	81.60	S67°11'33"W
L63	81.60	S67°11'33"W
L64	81.60	S67°11'33"W
L65	81.60	S67°11'33"W
L66	81.60	S67°11'33"W
L67	81.60	S67°11'33"W
L68	81.60	S67°11'33"W
L69	81.60	S67°11'33"W
L70	81.60	S67°11'33"W
L71	81.60	S67°11'33"W
L72	81.60	S67°11'33"W
L73	81.60	S67°11'33"W
L74	81.60	S67°11'33"W
L75	81.60	S67°11'33"W
L76	81.60	S67°11'33"W
L77	81.60	S67°11'33"W
L78	81.60	S67°11'33"W
L79	81.60	S67°11'33"W
L80	81.60	S67°11'33"W
L81	81.60	S67°11'33"W
L82	81.60	S67°11'33"W
L83	81.60	S67°11'33"W
L84	81.60	S67°11'33"W
L85	81.60	S67°11'33"W
L86	81.60	S67°11'33"W
L87	81.60	S67°11'33"W
L88	81.60	S67°11'33"W
L89	81.60	S67°11'33"W
L90	81.60	S67°11'33"W

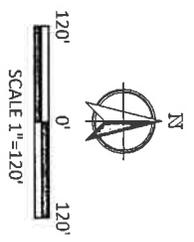
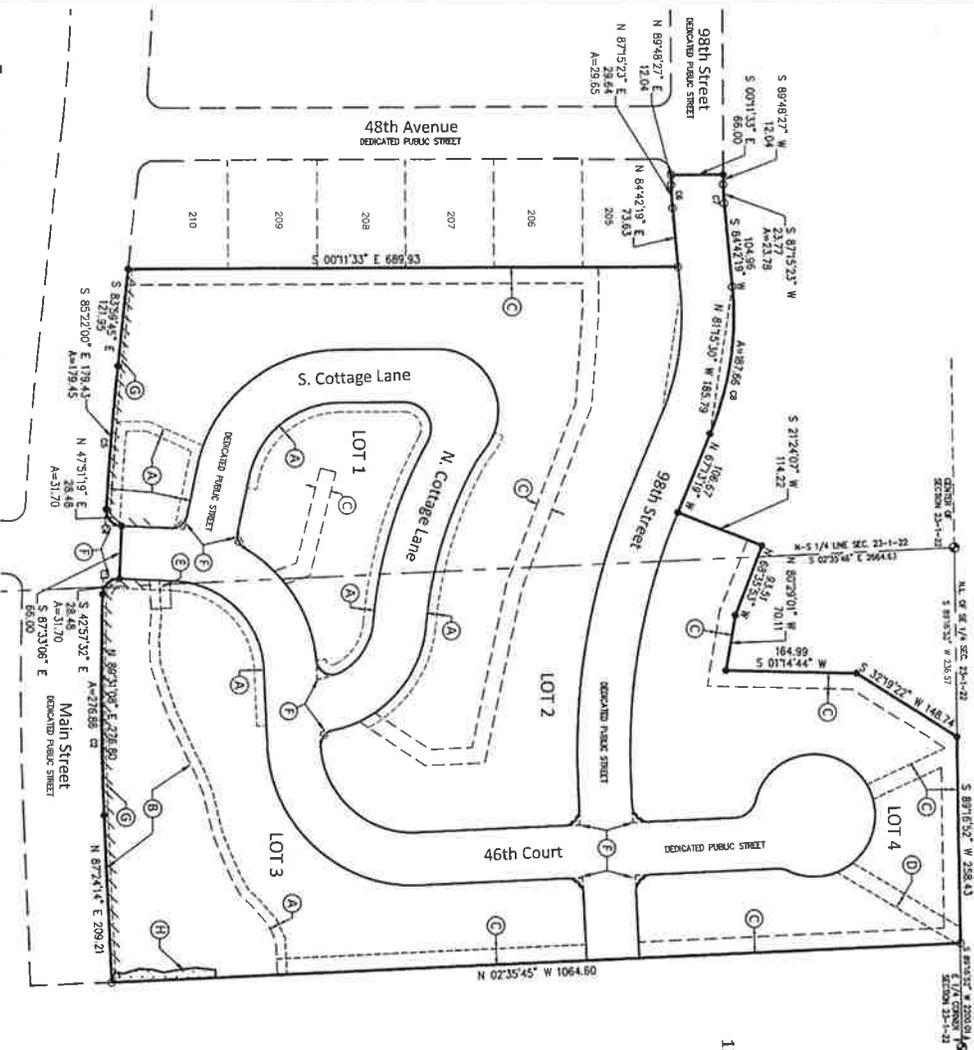
*M. Nielsen Madsen*  
 9-7-12  
 CC

LEGEND  
 BEARING BASE: GRID NORTH, WISCONSIN  
 COORDINATE SYSTEM: SOUTH ZONE  
 BASED UPON NAD 1927.  
 LLLL NO VEHICULAR ACCESS  
 --- PHASE LINE

**mb** Nielsen Madsen + Barber  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1438 HORTON BLVD., SUITE 200, RACINE, WI 53406  
 TEL: (262)594-5588 WEB SITE: WWW.NMBS.COM

# THE COTTAGES AT VILLAGE GREEN EASEMENTS CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



- (A) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. \_\_\_\_\_)
- (B) DEDICATED 20' STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. \_\_\_\_\_)
- (C) DEDICATED 20' STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. \_\_\_\_\_)
- (D) DEDICATED 20' STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. \_\_\_\_\_)
- (E) DEDICATED 15' SIDE WALKWAY, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. \_\_\_\_\_)
- (F) DEDICATED 15' SIDE WALKWAY, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. \_\_\_\_\_)
- (G) DEDICATED 15' SIDE WALKWAY, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. \_\_\_\_\_)
- (H) DEDICATED 15' SIDE WALKWAY, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. \_\_\_\_\_)

**LEGEND**  
 BEARING BASE: GRID NORTH, WISCONSIN  
 COORDINATE SYSTEM, SOUTH ZONE  
 BASED UPON NAD 1983.  
 ○ 1" O.D. IRON PIPE FOUND  
 ● 5/8" O.D. x 18" REBAR - 1.0LBS/LIN FT. SET  
 ⊕ CONC. MON. W/ BRASS CAP FOUND  
 LLLL NO VEHICULAR ACCESS

**mb** Nielsen Madsen + Barber  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1458 Horizon Blvd, Suite 200, Racine, WI 53406  
 TEL: (262)584-5288 WEBSITE: WWW.NMBCON.COM

*William Madsen*  
 9-7-17

Plot # 1225  
 DOCUMENT  
 1005202  
 RECORDED  
 At Kenosha County, Kenosha WI 53140  
 Jeffrey M. Storz, Register of Deeds  
 September 28, 2017 10:08 AM  
 Page 14











# THE COTTAGES AT VILLAGE GREEN

## LEGAL DESCRIPTIONS

### CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

#### PHASE 1

All of Lot 1 of Certified Survey Map No. 2341, being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. ALSO part of Lot 2 of said Certified Survey Map as described. Begin at the Southeast corner of said Lot 2, run thence N00°11'33"W 592.03 feet along the West line of said Lot 2, thence N89°48'27"E 59.50 feet, thence S85°02'02"E 120.03 feet, thence S88°57'28"E 244.60 feet, thence S78°01'05"E 224.44 feet, thence S02°35'45"E 78.93 feet, thence S33°55'11"W 102.45 feet to the North right-of-way of North Cottages Lane and a point on a curve of Northern convexity whose radius is 144.00 feet and whose chord bears N54°09'02"W 147.31 feet, thence Westerly 154.64 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southern convexity whose radius is 517.00 feet and whose chord bears N73°32'28"W 203.62 feet, thence Westerly 204.98 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southern convexity whose radius is 181.50 feet and whose chord bears N57°00'25"W 32.85 feet, thence Westerly 32.90 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Northern convexity whose radius is 138.64 feet and whose chord bears S53°08'45"W 138.64 feet, thence Southern 172.55 feet along the arc of said curve and said right-of-way to the West right-of-way of South Cottages Lane, thence S00°11'35"E 122.11 feet along said right-of-way to the point of curvature of a curve of Southern convexity whose radius is 183.00 feet and whose chord bears S39°11'17"E 220.31 feet, thence Southerly 249.10 feet along the arc of said curve and said right-of-way to the South right-of-way of South Cottages Lane, thence S29°11'01"E 62.77 feet along said right-of-way to the point of curvature of a curve of Northeastly convexity whose radius is 20.00 feet and whose chord bears S37°52'04"E 25.88 feet, thence Southerly 28.15 feet along the arc of said curve and said right-of-way to the West right-of-way of 48th Court, thence S02°28'54"W 81.09 feet along said right-of-way to the point of curvature of a curve of Southern convexity whose radius is 20.00 feet and whose chord bears S47°51'19"W 28.48 feet, thence Southerly 31.70 feet along the arc of said curve and said right-of-way to the North right-of-way of Main Street and the point of curvature of a curve of Southern convexity whose radius is 3750.00 feet and whose chord bears N85°22'00"W 178.43 feet, thence Westerly 178.45 feet along the arc of said curve and said right-of-way to the East right-of-way of Main Street, thence S87°24'14"W 208.21 feet along said right-of-way to the point of curvature of a curve of Southern convexity whose radius is 3750.00 feet and whose chord bears N99°31'08"W 276.80 feet, thence Westerly 276.80 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southern convexity whose radius is 20.00 feet and whose chord bears N42°57'32"W 28.48 feet, thence Northernly 31.70 feet along the arc of said curve and said right-of-way to the East right-of-way of 48th Court, thence N02°28'54"E 68.54 feet along said right-of-way to the point of curvature of a curve of Northern convexity whose radius is 117.00 feet and whose chord bears N44°50'55"E 157.79 feet, thence Eastern 173.17 feet along the arc of said curve and said right-of-way, thence N87°14'57"E 69.54 feet along said right-of-way, thence S02°43'56"E 123.27 feet, thence N63°15'28"E 63.99 feet, thence N89°08'17"E 27.84 feet, thence N78°50'43"E 50.25 feet, thence N89°25'05"E 31.14 feet, thence N66°37'51"E 31.02 feet, thence N60°52'44"E 23.58 feet, thence N43°53'01"E 19.47 feet, thence N48°24'48"E 30.49 feet, thence N87°24'15"E 19.83 feet, thence N87°24'15"E 19.87 feet along said East line to the North right-of-way of said Main Street and the point of beginning. ALTOGETHER containing 6.555 acres.

#### EXPANSION AREA

All of Lot 4 of Certified Survey Map No. 2341, being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. ALSO part of Lot 2 of said Certified Survey Map as described. Begin at the Northwest corner of said Lot 2, run thence S00°11'33"W 67.00 feet along the West line of said Lot 2, thence N89°48'27"E 55.50 feet, thence S85°02'02"E 120.03 feet, thence S88°57'28"E 244.60 feet, thence S78°01'05"E 224.44 feet, thence S02°35'45"E 78.93 feet, thence S33°55'11"W 102.45 feet to the North right-of-way of North Cottages Lane and a point on a curve of Northern convexity whose radius is 144.00 feet and whose chord bears S17°11'44"E 31.06 feet, thence Southerly 31.12 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southern convexity whose radius is 20.00 feet and whose chord bears S52°54'18"E 26.71 feet, thence Eastern 28.25 feet along the arc of said curve and said right-of-way to the West right-of-way of 48th Court and the point of curvature of a curve of Southern convexity whose radius is 117.00 feet and whose chord bears N41°17'56"E 182.24 feet, thence Northernly 179.27 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southern convexity whose radius is 836.00 feet and whose chord bears N79°54'35"W 355.90 feet, thence Westerly 268.69 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Northern convexity whose radius is 317.00 feet and whose chord bears N81°15'19"W 153.77 feet, thence Westerly 155.32 feet along the arc of said curve and said right-of-way, thence S84°42'19"W 31.32 feet along said right-of-way to the point of beginning. ALSO part of Lot 3 of said Certified Survey Map as described. Begin at the Northeast corner of said Lot 3 and a point on the South right-of-way of 98th Street, run thence S87°24'15"W 83.88 feet along said right-of-way to the point of curvature of a curve of Southern convexity whose radius is 20.00 feet and whose chord bears S42°24'15"W 28.28 feet, thence Southerly 31.42 feet along the arc of said curve and said right-of-way to the East right-of-way of 48th Court, thence S02°35'45"E 184.54 feet along said right-of-way to the point of curvature of a curve of Southern convexity whose radius is 183.00 feet and whose chord bears S42°19'36"W 28.46 feet, thence Southernly 286.96 feet along the arc of said curve and said right-of-way, thence S87°14'57"W 28.11 feet along said right-of-way, thence S02°43'56"E 123.27 feet, thence N63°15'28"E 63.99 feet, thence N89°08'17"E 27.84 feet, thence N78°50'43"E 50.25 feet, thence N89°25'05"E 31.14 feet, thence N66°37'51"E 31.02 feet, thence N60°52'44"E 23.58 feet, thence N43°53'01"E 19.47 feet, thence N48°24'48"E 30.49 feet, thence N84°25'12"E 19.83 feet, thence N87°24'15"E 19.87 feet to the East line of said Lot 3, thence N02°35'45"W 268.62 feet along said East line to the North right-of-way of said 98th Street and the point of beginning. ALTOGETHER containing 6.474 acres.

RECORDED

1805202

RECORDED  
Kilwaukee County, Kenosha & Racine  
Sellers: E. Scott, Buyer: E. Bentes  
Operator: S&B, Inc.  
Page 14

Plot # 1225



SHEET 10 OF 14

2012.0111.

**DEDICATED 12' UTILITY EASEMENT AREAS (A)**

Nonexclusive easements coextensive with the areas shown on this Plat as Dedicated 12' Utility Easement Areas were dedicated, given, granted and conveyed by The Cottages at Village Green LLC, to We Energies (f/k/a Wisconsin Electric Power Company), AT&T and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communication Grantees"), for the purposes of constructing, installing, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Plat areas and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required interfering with the Utility and Communication Grantees' use of the easement areas. To the extent possible, all such utility and communication lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communication Grantees. Upon the installation of the utilities, the Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility and communication easement areas on which such easements are located as does not interfere with the purposes of the utility and communication easements and the use of such easements by the Utility and Communication Grantees, unless a separate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communication facilities, to be installed in public street rights-of-way with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communication company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event that the private companies do not restore the public roadway areas to the proper grade and a vegetatively stabilized condition, then the Developer shall be responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public roadways after the crushed aggregate base course is installed without the prior written approval of the Village and the satisfaction of any conditions as may be imposed by the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communication companies in such public street areas, the Village's rights shall be deemed to be superior.

**DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT (B)**

A nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement on Lot 3 of this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association (collectively its Owners of Lots 1, 2, 3 and 4) and the Village for storm water drainage and retention basin purposes and for all related construction,



**THE COTTAGES AT VILLAGE GREEN  
CONDOMINIUM  
EASEMENTS**

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT (C)**

Nonexclusive easements coextensive with the area shown on this Plat as Dedicated 20' Storm Water Drainage, Access and Maintenance Easement dedicated, given granted and conveyed by the Developer to the Village for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium Association (collectively its Owners of the Lots 1, 2, 3 and 4) as will not interfere with the improvements, uses and purposes of the Village; (3) a temporary easement hereby retained by the Developer for the purposes of storm water drainage improvement grading, uses and purposes; storm water structure installation and maintenance; open space uses and ingress and egress; in the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) with respect to the easement area, the Village's rights under the easement shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, grading, stabilization, fountain installation and maintenance of the storm water drainage improvements contained within this easement until the responsibility is transferred to the Condominium Association. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be provided by the Village as a special charge to the Condominium Association (collectively its Owners) for Village improvements completed within the easement. The Condominium Association (collectively its Owners of Lots 1, 2, 3 and 4) shall then at their expense, maintain, reconstruct and repair the storm water drainage system and retention basin improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system or retention basin improvements, the Condominium Association (collectively its Owners) shall restore the retention basin easement area to the Village's satisfaction and to a condition including any grade restoration and site stabilization, or the replacement of storm water structures, fountain, and landscaping and any other improvements requiring repair resulting from such disrepair or damage.

With proper notice to the Condominium Association, except in an emergency/flooding situation, the Village's easement rights granted by the Developer include the Village's right to enter upon the Lot 3 Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and storm water retention basin improvements, which may, in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, sidewalks, curbs and gutters, and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements and change all such costs to the Condominium Association (collectively its owners). Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be provided by the Village as a special charge to the Condominium Association Owners for Village maintenance or improvements completed within the easement.

Nonexclusive easements coextensive with the area shown on this Plat as a Dedicated 20' Storm Water Drainage, Access and Maintenance Easement dedicated, given granted and conveyed by the Developer to the Village for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium Association, (collectively its Owners of the Lots 1, 2, 3 and 4) as will not interfere with the improvements, uses and purposes of the Village; (3) a temporary easement hereby retained by the Developer for the purposes of storm water drainage improvement grading, uses and purposes; storm water structure installation and maintenance; open space uses and purposes; planting, mowing, sprinkling, watering, weeding and landscaping purposes and the required ingress and egress and (4) such other uses of the easement as may be approved in writing by the Village. There shall be no buildings, fences, driveways, or retaining walls placed within the storm water drainage easement areas, which obstruct, restrict or impede drainage flows within the Plat pursuant to the Restrictive Covenants on this CSM. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) with respect to the easement area, the Village's rights under the easements shall be deemed to be superior. The Developer shall be responsible for all costs associated with the construction and maintenance of the storm water drainage improvements contained within this exclusive easement until that responsibility is transferred to the Condominium Association.

The Developer shall be responsible for all costs associated with the construction, grading, erosion control stabilization and maintenance of the storm water drainage improvements contained within this easement until the responsibility is transferred to the Condominium Association (collectively its Owners).

The Condominium Association (collectively its Owners) shall at their expense, reconstruct and repair the storm water drainage system improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system improvements, the Condominium Association (collectively its Owners) shall restore the easement area to the approved Village Plans and condition including any grade restoration and site stabilization, including the replacement of storm water structures, and landscaping or any other improvements requiring repair resulting from such disrepair and repair. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements may be provided by the Village as a special charge against the Lots of Condominium Association (collectively its Owners) and any other properties using and benefiting from said improvements.

With proper notice to the Condominium Association, except in an emergency/flooding situation, the Village's easement rights granted by the Developer include the Village's right to enter upon the easement areas at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) improvements, which may, in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, sidewalks, curbs and gutters, and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under the easements.

DOCUMENT PLO# 1225

SHEET 11 OF 14

2012.011.



Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI, 53406  
Tel: (262)934-5588 Website: www.nmbcorp.net

RECORDED  
IN KENOSHA COUNTY, WISCONSIN  
SEPTEMBER 12, 2017 5:00 PM  
Page 14

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

## DEDICATED 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (D) (EASEMENT D - ADJUSTED TO TERMINATE AT THE 46TH COURT RIGHT-OF-WAY)

A nonexclusive easement coextensive with the area shown as a Dedicated 20' Sanitary Sewer, Access and Maintenance Easement on Lot 4 of this Plat was dedicated, given, granted and conveyed by the previous Owner / Land Divider to the Village for sanitary sewer purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Condominium Association (collectively its Owners) as will not interfere with the improvements, uses and purpose of the Village and the Condominium Association (collectively its Owners); and (3) such future driveways, curbs and gutters, sidewalks, landscaping, or other uses of the easement as may be approved in writing by the Village. There shall be no buildings, structures, fences, berms, retaining walls or underground sprinklers located placed within the easement. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) or other entities with respect to the easement area, the Village's rights under the easement shall be deemed to be superior.

The Village's easement rights include the right to enter upon Lot 4 within the Dedicated 20' Sanitary Sewer, Access and Maintenance Easement area at any time to reconstruct, maintain, use, clean, televise and repair the underground sanitary sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such sanitary sewer mains for the purpose of conveying sanitary sewer under Lot 4, together with the right to excavate, reconstruct, maintain, use, clean, televise and repair the sanitary sewer system improvements, and the further right to remove trees, bushes, driveway pavement areas, landscaping, sidewalks, curbs and gutters, underground sprinklers or other obstructions interfering with the location, reconstruction, uses and maintenance of the sanitary sewer system improvements, without compensation from the Village to the Condominium Association or its Owners.

## DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT (E)

A nonexclusive easement coextensive with the area shown as a Dedicated Monument Sign, Access and Maintenance Easement on Lot 3 of this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association (collectively its Owners of Lots 1, 2, 3 and 4) for the purpose of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. This easement is exclusive except for the same easement hereby retained by the Developer and also granted to the Village for the purposes of development monument signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. Unless the Village exercises the rights granted to it pursuant to this easement, the Village shall have no obligation to do anything related to its rights under this easement.

The Developer shall be responsible for all costs associated with the initial construction and installation of the monument sign, as well as providing the lighting, landscaping and maintenance for the monument sign until that responsibility is transferred to the Condominium Association (collectively the Owners of Lots 1, 2, 3, and 4).

## DEDICATED VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT (F)

Nonexclusive easements coextensive with the areas shown as Dedicated 15'x15' Vision Triangle Easement areas at each public street intersection on Lots 1, 2, 3 and 4 of this Plat are hereby dedicated, given, granted and conveyed by the Developer to the Village for the purpose of maintaining a clear sight line of vision at the identified intersections. There shall be no obstructions, such as but not limited to structures, signage, fencing, vehicular parking, landscaping/vegetation and shrubs within the 15'x15' Vision Triangle Easement, except traffic signage installed by the Village, unless expressly approved in writing by the Village. This restriction is for the safety and benefit of the traveling public and shall be enforceable by the Village. The Developer shall be responsible for monitoring and correcting the vision triangle easement area violations until that responsibility is transferred to the Condominium Association (collectively the Owners of Lots 1, 2, 3, and 4).

## DEDICATED PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT (G)

A nonexclusive easement coextensive with the area shown as a Dedicated 5' Public Street Tree, Access and Maintenance Easement adjacent to the North side of Main Street is hereby dedicated, given, granted and conveyed by the Developer to the Village for the purpose of street tree planting, pruning, watering, re-mulching, staking and other related maintenance. It is the Developer's responsibility to plant and maintain said street trees and remove dead plant-life and remove any trash and debris in the easement area until that responsibility is transferred to the Condominium Association, (collectively its Owners) who then shall be obligated for ongoing maintenance and replacement responsibilities.

## DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (H)

A nonexclusive easement coextensive with the area shown as a Dedicated Wetland Protection and Preservation, Access and Maintenance Easement area within Lot 3 on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Village for wetland protection and preservation and maintenance purposes and uses and for related ingress and egress. It is the Developer's responsibility to remove dead plant-life and remove any trash and debris in the designated wetland area until that responsibility is transferred to the Condominium Association, (collectively its Owners) for ongoing maintenance responsibilities. Unless the Village exercises the rights granted to it pursuant to this easement, the Village shall have no obligation to do anything related to its rights under this easement.



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DOCUMENT

RECORDED  
IN PUBLIC RECORDS  
OF KENOSHA COUNTY, WISCONSIN  
ON SEPTEMBER 22, 2017 4:58 PM  
PAGE 14

Lot # 1225



SHEET 12 OF 14

**mb**

Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd., Suite 200, Racine, WI, 53406  
Tel: (262)534-5588 Website: www.nmbstc.net

2012.0111.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

## RESTRICTIVE COVENANTS

1. The Cottages at Village Green, LLC (referred to as the "Developer") hereby covenants that the Condominium Association (collectively, the Owners) shall have the obligation of maintaining the cut-de-sac island area within 48th Court and the obligation of maintaining the street trees abutting their respective Lots within the Dedicated Public Streets (46th Court, 96th Street, N. Cottage Lane, S. Cottage Lane, and in the Dedicated Public Street, Access and Maintenance Easement along the north side of Main Street shown on the CSM in a finished, maintained and weed-free condition. Such maintenance shall include without limitation, watering, staking, trimming, pruning, replanting of trees and plantings, and removing of fallen leaves and brush in order to prevent a nuisance condition. Street trees and cut-de-sac plantings which are damaged, dead or dying shall be replaced at the Condominium Association (collectively the Owners) expense within 60 days of the removal or within the time frame as set forth in written notification by the Village. No trees shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Condominium Association (collectively the Owners), their successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village.
2. The Developer shall be responsible for the replanting and maintenance obligations pertaining to the street tree and cut-de-sac island said responsibilities are transferred to the Condominium Association who then shall perform such tree and plantings maintenance and replacement activities, without compensation, to the satisfaction of the Village per this restrictive covenant.  
To the extent that the Village performs any such street tree or cut-de-sac plantings maintenance activities, the Condominium Association (collectively, its Owners) respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.  
The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners) shall have the obligation of maintaining the "Dedicated 20 Storm Water Drainage, Access and Maintenance Easement" areas located within their Lots as shown on the CSM in a functional, neat and nuisance free condition to handle storm water in the Condominium Plat. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and reestablish structures; mowing; and weeding to prevent nuisance conditions. No driveways, patios, fences, signage or structures shall be erected within the storm water drainage easements which block, divert or re-route the storm water drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, Condominium Association (collectively, its Owners), its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to maintenance activities upon the transfer of said properties to the Condominium Association (collectively its Owners) who then shall perform such maintenance without compensation to the satisfaction of the Village.
3. To the extent that the Village performs any such wetland maintenance activities, the Condominium Association (collectively, its Owners) shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Condominium Association (collectively its Owners), as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.
4. The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners) shall have the obligation of maintaining the area shown as a Dedicated Wetland Protection and Preservation, Access and Maintenance Easement area within Lot 3 on the CSM and shall protect and maintain the wetland area by prohibiting filling, dredging, tree cutting, mowing, live plant removal or other activity or condition detrimental to its function as a wetlands area without written approval of the Village. This covenant shall run with the land, shall be binding upon the Condominium Association (collectively the Owners), their successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of any wetland protection or maintenance obligations they may have as Owners of such Lot under this covenant, upon the transfer of the responsibility to only to the Condominium Association (collectively the Owners) who then shall perform the required protection and maintenance functions to the satisfaction of the Village.  
To the extent that the Village performs any such wetland maintenance activities, the Condominium Association (collectively the Owners) shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Condominium Association (collectively the Owners) as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on the CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these easements.
5. The Owner hereby covenants that the Dedicated 15x15' Vision Triangle Easement areas shown on the CSM hereby places restrictions on the referenced land because of the location of these easements which were given, granted and conveyed by the Developer to maintain a clear sight line of vision at each of the intersections shown on the CSM. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village, except for official Village public street signage or street lights. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.
6. The Owner hereby covenants that the Dedicated Monument Sign, Access and Maintenance Easement area shown on the CSM hereby places a restriction and obligation on the Condominium Association (collectively, the Owners) for the land area identified for the monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs, and other landscape elements and all related ingress and egress, grading replacement and maintenance activities. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on the CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights on this easement.
7. The Owner hereby covenants that the Lots 1, 2, 3 and 4 Owners shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, and snow removal of the public sidewalks and private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and site maintenance in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of other applicable Village Ordinances, without compensation, and to the satisfaction of the Village.  
To the extent that the Village performs any such maintenance activities on behalf of the landowner, the Owner(s) of Lots 1, 2, 3 and 4 of the CSM shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions as referenced on the CSM, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.

**mhb**

Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 PORTION BLDG. SUITE 200, RACINE, WI 53406  
TEL: (782) 934-5588 WEBSITE: WWW.NMBSCT.COM

DOCUMENT  
1805202

RECORDED  
In Kenosha County, Wisconsin R1 5116  
Activity R 2002 Register of Deeds  
September 20, 2012 11:48 AM  
Page 14

Plot # 1225

*Walter Madsen*  
9-7-17



SHEET 13 OF 14

2012.0111.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM SIGNATURES

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

## OWNERS' CERTIFICATE OF DEDICATION

THE COTTAGES AT VILLAGE GREEN, LLC, as Owner does hereby certify that it caused the land described on this plat to be surveyed and mapped as represented on this plat and does further certify that this plat is required by s.235.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

THE COTTAGES AT VILLAGE GREEN, LLC

Signed: Douglas K. Stanich  
Douglas K. Stanich, Managing Member

IN WITNESS WHEREOF, this \_\_\_ day of \_\_\_\_\_, 2017.

Witness: \_\_\_\_\_  
STATE OF Wisconsin )  
COUNTY OF Kenosha ) ss.

Personally came before me this 15 day of Sept., 2017, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and I am known to be such Douglas K. Stanich of said Limited Liability Corporation, and acknowledged that he executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

Jean M. Weisbe - Harris  
Jean M. Weisbe - Harris  
My Commission Expires: 11/17/2017



## VILLAGE BOARD CERTIFICATE

We hereby certify that the condominium plat of THE COTTAGES AT VILLAGE GREEN CONDOMINIUM in the Village of Pleasant Prairie submitted for approval by The Cottages at Village Green, LLC, developer of said lands, was approved by the Village Board of the Village of Pleasant Prairie on August 21, 2017, Resolution No. 17-33 and that any and all conditions of such approval have been satisfied.

By: [Signature]  
John P. Stenbrink, Village President  
Attest By: [Signature]  
Jane M. Romkowski, Village Clerk

STATE OF WISCONSIN )  
COUNTY OF KENOSHA ) ss.

Personally came before me this 18 day of September, 2017, John P. Stenbrink, Village President, and Jane M. Romkowski, Village Clerk, and acknowledged that they executed the foregoing instrument as President and Clerk of the Village of Pleasant Prairie and by its authority.

Signed: Jean M. Weisbe - Harris  
Jean M. Weisbe - Harris  
My Commission expires permanent: 12/12/2017



## COUNTY TREASURER'S CERTIFICATE

I, Teri M. Jacobson, being the duly elected, qualified and acting Treasurer of Kenosha County, do hereby certify that the records of my office show no unpaid taxes or special assessments as of 9/26/2017, affecting the lands included in the plat of THE COTTAGES AT VILLAGE GREEN CONDOMINIUM.

By: [Signature]  
Teri M. Jacobson, County Treasurer

## VILLAGE TREASURER'S CERTIFICATE

I, Kathleen M. Gensel, being the duly qualified and acting Treasurer of Pleasant Prairie, do hereby certify that the records of my office show no unpaid taxes or special assessments as of 9/22/17, affecting the lands included in this plat of THE COTTAGES AT VILLAGE GREEN CONDOMINIUM.

By: [Signature]  
Kathleen M. Gensel, Village Treasurer

**mb** Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI, 53406  
Tel: (262)634-5588 Website: www.nmbdc.net

[Signature]  
9-7-17



1805202  
RECORDED  
1805202  
Kenosha County, Records # 5316  
John P. Stenbrink, Register of Deeds  
September 28, 2017 4:00 PM  
Page 14  
Plat # 1225

Document Number

First Amendment to Declaration  
of Condominium for The Cottages  
at Village Green Document Title Green

First Addendum to The Cottages 22  
at Village Green Condominium recorded  
2-7-19 Document # 1836079 Map # 1225  
Pages 15-28



DOCUMENT  
1836078

RECORDED  
At Kenosha County, Kenosha WI 53140  
JoEllyn N. Storz, Register of Deeds  
February 07, 2019 10:39 AM  
\$30.00  
Pages 22

Recording Area

Name and Return Address

DK Development  
7524-39th AVE  
Kenosha, WI 53142

92-4-122-233-2032  
92-4-122-233-2033

Parcel Identification Number (PIN)

92.4.122.233.2034

# FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

The undersigned, being the Declarant for The Cottages At Village Green Condominium, a residential condominium community created pursuant to that certain Declaration of Condominium for The Cottages At Village Green Condominium, dated September 13, 2017 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on September 29, 2017 as Document No. 1805201, and amended by an Affidavit of Correction dated December 12, 2017 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on December 15, 2017 as Document No. 1810239 (together the "Declaration"), which established The Cottages at Village Green Condominium (the "Condominium"), herewith amends the Declaration to add the real estate owned by the Declarant and described in Section 2 of this First Amendment to the Declaration of Condominium; to subject the real estate to the Wisconsin Condominium Ownership Act ("Act"); and to establish additional limited common area, all pursuant to the provisions of the Declaration.

## 1. Address of Condominium

The address of the Condominium, after this Amendment, shall be as set forth in **Exhibit A** which is attached hereto and incorporated by reference herein.

## 2. Description of Land

The land owned by the Declarant and added to the Condominium as described in Section 1 of the Declaration is the entire expansion area described in Exhibit D which was attached to the original Declaration. The legal description of the expansion area which is being added to the Condominium by this Amendment is contained in **Exhibit B** which is attached to this Amendment and incorporated by reference herein.

## 3. Description of Buildings, Units, Common Elements, and Limited Common Elements

35 additional buildings containing a total of 41 Units are being constructed or will be constructed as shown on the plat of survey ("plat") attached to this Amendment as **Exhibit B**. The buildings and Units are as described in Sections 3 and 4 of the Declaration, but are located as shown on the plat attached to this Amendment. The construction and boundaries of the Units being added by this Amendment shall be as described in Sections 3 and 4 of the Declaration, and the floor plans attached to this Second Amendment as part of **Exhibit B**. The location of the added Units shall be as set forth in **Exhibit B** which is attached to this Amendment. The common elements and limited common elements are as described in Sections 5 and 6 of the Declaration, but are located as shown on **Exhibit B** attached to this Amendment. After the recording of this Amendment, the Condominium shall consist of a total of 72 residential Units and attached garages located in 55 buildings.

4. Unit Value for Common Element Ownership and Voting

Section 7 of the Declaration is amended to provide that each Unit and its owner shall have a one-seventy-second (1/72) interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association.

5. Easements / Restrictions / Dedications / Notices

Unit Owners are notified of the existence of various easements, restrictive covenants, dedications and notices which affect the Condominium. This information is detailed in the Declaration of Condominium; the Condominium Plat; the First Addendum to the Condominium Plat; the recorded Certified Survey Map; and other documents of record with the office of the Register of Deeds for Kenosha County, Wisconsin. Unit Owners are directed to carefully review these documents to determine the extent and location of easements and public dedications, and to determine how the Condominium and the individual units are affected by the restrictions and notices.

6. Continuing Effect of Declaration

Except as amended by this First Amendment, the Declaration as herein defined shall remain in full force and effect.

Executed this 4<sup>th</sup> day of February, 2019.

**The Cottages At Village Green, LLC**

By:   
\_\_\_\_\_  
Douglas K. Stanich      Managing Member  
By: Todd A. Stanich his Attorney In Fact

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )  
COUNTY OF Kenosha ) ss.

Personally came before me this 4<sup>th</sup> day of February, 2019, the above named Todd A. Stanich, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Khara A Kadonsky

\*  
Notary Public - State of Wisconsin  
My commission expires: 01-11-2020

NOTARY SEAL

**KHARA A. KADONSKY**  
Notary Public, State of Wisconsin

Instrument drafted by: John U. Schneider - Attorney at Law  
State Bar of Wisconsin #1017140

**EXHIBIT A**

**Address of Condominium**

**EXHIBIT A**

<u>Unit #</u>	<u>Address:</u>
1	4715 S. Cottage Lane
2	4717 S. Cottage Lane
3	4729 S. Cottage Lane
4	4731 S. Cottage Lane
5	4739 S. Cottage Lane
6	4745 S. Cottage Lane
7	4747 S. Cottage Lane
8	4753 S. Cottage Lane
9	4755 S. Cottage Lane
10	4761 S. Cottage Lane
11	4763 S. Cottage Lane
12	4748 N. Cottage Lane
13	4746 N. Cottage Lane
14	4724 N. Cottage Lane
15	4708 N. Cottage Lane
16	4706 N. Cottage Lane
17	4698 N. Cottage Lane
18	4696 N. Cottage Lane
19	4662 N. Cottage Lane
20	4648 N. Cottage Lane
21	4640 N. Cottage Lane
22	4669 N. Cottage Lane
23	4671 N. Cottage Lane
24	4697 N. Cottage Lane
25	4754 S. Cottage Lane
26	4752 S. Cottage Lane
27	4732 S. Cottage Lane
28	4714 S. Cottage Lane
29	9967 46th Court
30	9935 46th Court
31	9933 46th Court

**The Cottages at Village Green  
Phase 2**

<b>UNIT</b>	<b>ADDRESS</b>
32	9915 46th Court
33	9893 46th Court
34	9877 46th Court
35	9875 46th Court
36	9869 46th Court
37	9851 46th Court
38	9829 46th Court
39	9827 46th Court
40	9813 46th Court
41	9811 46th Court
42	9799 46th Court
43	9787 46th Court
44	9773 46th Court
45	9765 46th Court
46	9759 46th Court
47	9752 46th Court
48	9760 46th Court
49	9768 46th Court
50	9772 46th Court
51	9784 46th Court
52	9874 46th Court
53	9828 46th Court
54	9826 46th Court
55	4613 98th Street
56	4633 98th Street
57	4649 98th Street
58	4661 98th Street
59	4673 98th Street
60	4675 98th Street
61	4703 98th Street
62	4715 98th Street
63	4717 98th Street
64	4735 98th Street
65	4751 98th Street
66	4778 98th Street
67	4704 98th Street
68	4688 98th Street
69	4664 98th Street
70	4648 98th Street
71	4630 98th Street
72	4612 98th Street

**EXHIBIT B**

**First Addendum To Condominium Plat**

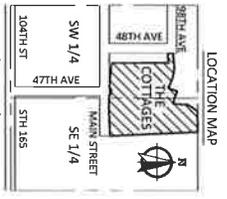
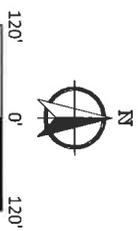


**Nielsen Madsen + Barber**  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1458 Horizon Blvd, Suite 200, Racine, WI, 53406  
 Tele: (262)634-5588 Website: www.nmbiscmet



# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

SITE SURVEY / BUILDING EXTERIOR  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



Curve #	Radius	Arc	Chord Direction	Chord Length
C1	2762.00	220.88	N48°17'27.00"E	274.88
C2	2762.00	31.70	S62°37'32"E	28.48
C3	2040.00	31.70	S44°11'11.88"E	20.48
C4	2160.00	179.48	S80°27'22.00"E	176.48
C5	2160.00	20.48	N48°17'27.00"E	20.48
C6	2160.00	20.48	N48°17'27.00"E	20.48
C7	2160.00	20.48	N48°17'27.00"E	20.48
C8	2160.00	20.48	N48°17'27.00"E	20.48
C9	2160.00	20.48	N48°17'27.00"E	20.48
C10	2160.00	20.48	N48°17'27.00"E	20.48

**LEGEND**

- BEARING BASE: GRID NORTH, WISCONSIN
- ADJUSTED FOR CURVATURE OF EARTH
- BASED UPON NAD 83
- CONC MON W/ BRASS CAP FOUND
- NO VEHICULAR ACCESS
- PHASE LINE

**Legal Description**

Certified Survey Map No. 2841, a Re-Division of Outlot 9, of Village Green Heights Addition #1, being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin

**Certification**

I, Mark R. Madsen, P.L.S., do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the building and improvements constructed or to be constructed upon the property.

This plat is a correct representation of the First Addendum to Condominium Plat of The Cottages at Village Green Condominium as proposed at the date thereof, and the identification and location of each unit and the common elements can be determined from the plat.

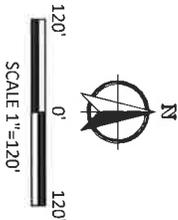
The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and approximate dimensions and floor areas thereof. The proposed floor plans, provided by Saab Design Architectural Services, do not represent as-built conditions.

All areas not occupied by units or limited common elements are common elements.

Nielsen Madsen + Barber  
 1458 Horizon Boulevard, Suite 200  
 Racine, WI 53406  
 (262) 634-5588

# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

DIMENSIONED SITE PLAN  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

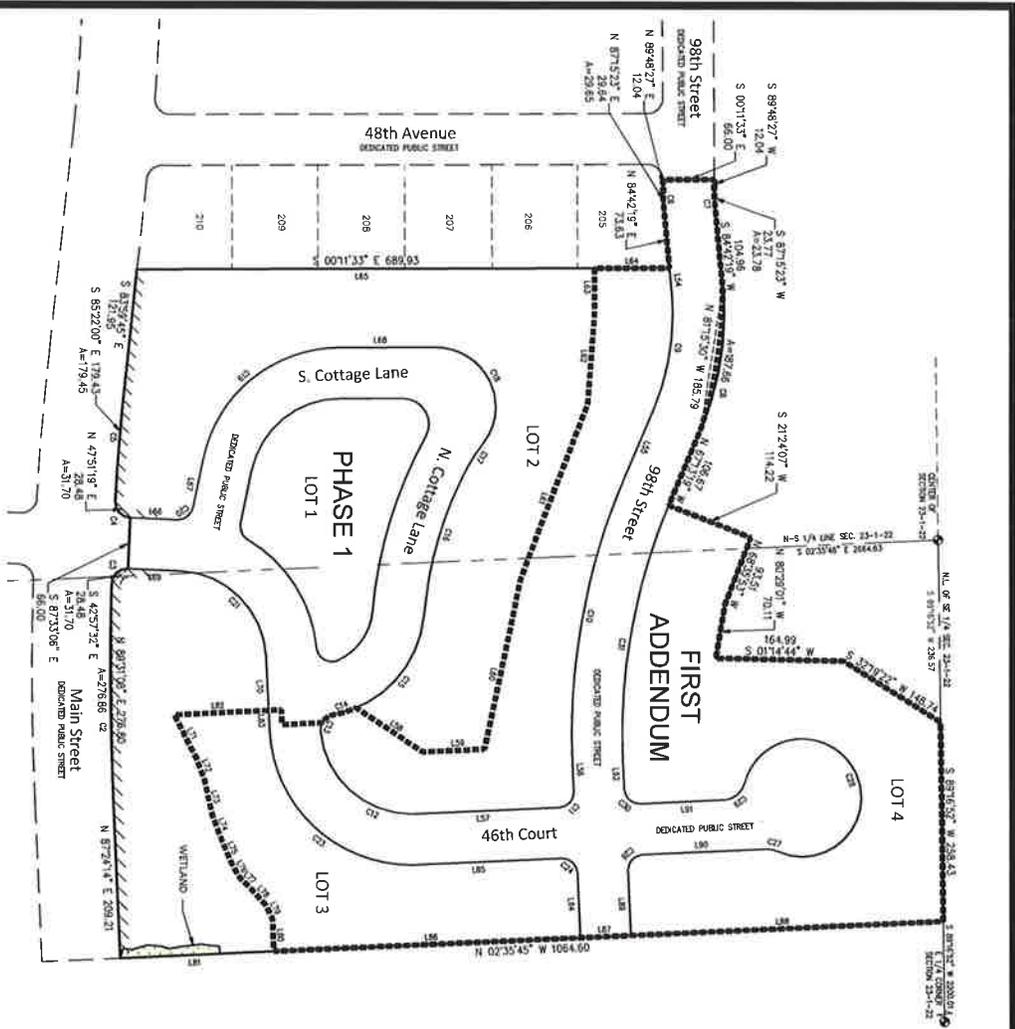


- LEGEND**
- BEARING BASE: GRID NORTH, WISCONSIN
  - CONC. MON. W. / BRASS CAP FOUND
  - BASED UPON NAD 83 / SOUTH ZONE
  - NO VEHICULAR ACCESS
  - PHASE LINE

SHEET 2 OF 14

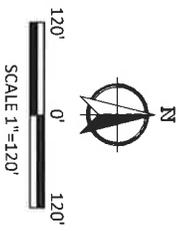
**mb** Nielsen Madsen + Barber  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1458 Horizon Blvd, Suite 200, Racine, WI, 53406  
 Tele: (262)634-5588 Website: www.nmbisc.net

2012.0111.08



**FIRST ADDENDUM TO  
 CONDOMINIUM PLAT OF  
 THE COTTAGES AT VILLAGE  
 GREEN CONDOMINIUM**

FIRST ADDENDUM AREA  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



Curve #	Radius	Avg	Chord Direction	Chord Length
C1	1700.00	1700.00	S89°42'27"E	2706.80
C2	2020.00	317.29	S42°27'22"E	2706.80
C3	2020.00	317.29	N47°32'18"E	2706.80
C4	2700.00	1700.00	S89°42'27"E	2706.80
C5	2700.00	2049.64	N87°16'22"E	2706.80
C6	2700.00	2049.64	N87°16'22"E	2706.80
C7	2700.00	2049.64	N87°16'22"E	2706.80
C8	2700.00	2049.64	N87°16'22"E	2706.80
C9	2700.00	2049.64	N87°16'22"E	2706.80
C10	2700.00	2049.64	N87°16'22"E	2706.80
C11	2700.00	2049.64	N87°16'22"E	2706.80
C12	2700.00	2049.64	N87°16'22"E	2706.80
C13	2700.00	2049.64	N87°16'22"E	2706.80
C14	2700.00	2049.64	N87°16'22"E	2706.80
C15	2700.00	2049.64	N87°16'22"E	2706.80
C16	2700.00	2049.64	N87°16'22"E	2706.80
C17	2700.00	2049.64	N87°16'22"E	2706.80
C18	2700.00	2049.64	N87°16'22"E	2706.80
C19	2700.00	2049.64	N87°16'22"E	2706.80
C20	2700.00	2049.64	N87°16'22"E	2706.80
C21	2700.00	2049.64	N87°16'22"E	2706.80
C22	2700.00	2049.64	N87°16'22"E	2706.80
C23	2700.00	2049.64	N87°16'22"E	2706.80
C24	2700.00	2049.64	N87°16'22"E	2706.80
C25	2700.00	2049.64	N87°16'22"E	2706.80
C26	2700.00	2049.64	N87°16'22"E	2706.80
C27	2700.00	2049.64	N87°16'22"E	2706.80
C28	2700.00	2049.64	N87°16'22"E	2706.80
C29	2700.00	2049.64	N87°16'22"E	2706.80
C30	2700.00	2049.64	N87°16'22"E	2706.80
C31	2700.00	2049.64	N87°16'22"E	2706.80
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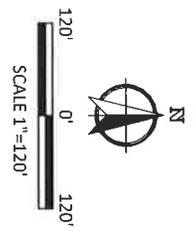
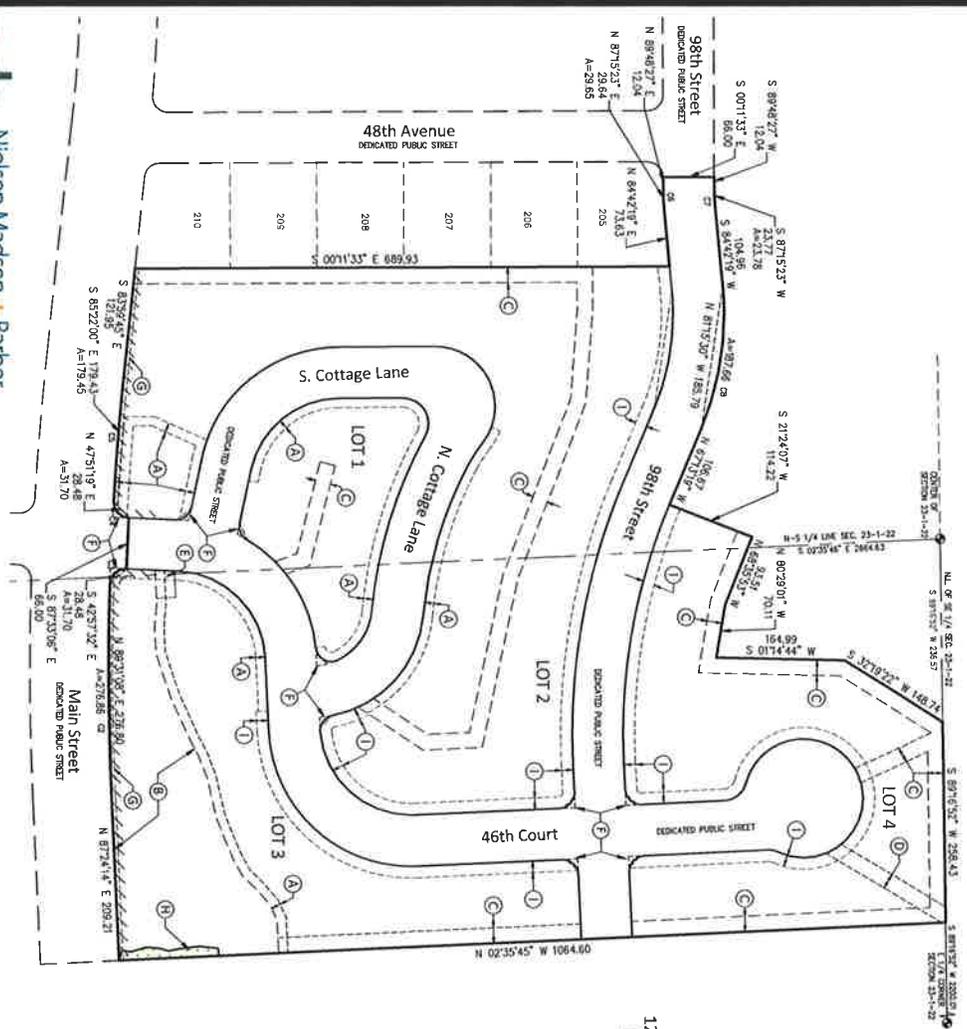
Parcel Line #	Length	Direction
L1	313.32	S89°42'27"E
L2	313.32	N47°32'18"E
L3	313.32	S42°27'22"E
L4	313.32	N87°16'22"E
L5	313.32	S89°42'27"E
L6	313.32	N87°16'22"E
L7	313.32	S89°42'27"E
L8	313.32	N87°16'22"E
L9	313.32	S89°42'27"E
L10	313.32	N87°16'22"E
L11	313.32	S89°42'27"E
L12	313.32	N87°16'22"E
L13	313.32	S89°42'27"E
L14	313.32	N87°16'22"E
L15	313.32	S89°42'27"E
L16	313.32	N87°16'22"E
L17	313.32	S89°42'27"E
L18	313.32	N87°16'22"E
L19	313.32	S89°42'27"E
L20	313.32	N87°16'22"E
L21	313.32	S89°42'27"E
L22	313.32	N87°16'22"E
L23	313.32	S89°42'27"E
L24	313.32	N87°16'22"E
L25	313.32	S89°42'27"E
L26	313.32	N87°16'22"E
L27	313.32	S89°42'27"E
L28	313.32	N87°16'22"E
L29	313.32	S89°42'27"E
L30	313.32	N87°16'22"E
L31	313.32	S89°42'27"E
L32	313.32	N87°16'22"E
L33	313.32	S89°42'27"E
L34	313.32	N87°16'22"E
L35	313.32	S89°42'27"E
L36	313.32	N87°16'22"E
L37	313.32	S89°42'27"E
L38	313.32	N87°16'22"E
L39	313.32	S89°42'27"E
L40	313.32	N87°16'22"E
L41	313.32	S89°42'27"E
L42	313.32	N87°16'22"E
L43	313.32	S89°42'27"E
L44	313.32	N87°16'22"E
L45	313.32	S89°42'27"E
L46	313.32	N87°16'22"E
L47	313.32	S89°42'27"E
L48	313.32	N87°16'22"E
L49	313.32	S89°42'27"E
L50	313.32	N87°16'22"E
L51	313.32	S89°42'27"E
L52	313.32	N87°16'22"E
L53	313.32	S89°42'27"E
L54	313.32	N87°16'22"E
L55	313.32	S89°42'27"E
L56	313.32	N87°16'22"E
L57	313.32	S89°42'27"E
L58	313.32	N87°16'22"E
L59	313.32	S89°42'27"E
L60	313.32	N87°16'22"E

Parcel Line #	Length	Direction
L61	313.32	S89°42'27"E
L62	313.32	N87°16'22"E
L63	313.32	S89°42'27"E
L64	313.32	N87°16'22"E
L65	313.32	S89°42'27"E
L66	313.32	N87°16'22"E
L67	313.32	S89°42'27"E
L68	313.32	N87°16'22"E
L69	313.32	S89°42'27"E
L70	313.32	N87°16'22"E
L71	313.32	S89°42'27"E
L72	313.32	N87°16'22"E
L73	313.32	S89°42'27"E
L74	313.32	N87°16'22"E
L75	313.32	S89°42'27"E
L76	313.32	N87°16'22"E
L77	313.32	S89°42'27"E
L78	313.32	N87°16'22"E
L79	313.32	S89°42'27"E
L80	313.32	N87°16'22"E
L81	313.32	S89°42'27"E
L82	313.32	N87°16'22"E
L83	313.32	S89°42'27"E
L84	313.32	N87°16'22"E
L85	313.32	S89°42'27"E
L86	313.32	N87°16'22"E
L87	313.32	S89°42'27"E
L88	313.32	N87°16'22"E
L89	313.32	S89°42'27"E
L90	313.32	N87°16'22"E
L91	313.32	S89°42'27"E
L92	313.32	N87°16'22"E
L93	313.32	S89°42'27"E
L94	313.32	N87°16'22"E
L95	313.32	S89°42'27"E
L96	313.32	N87°16'22"E
L97	313.32	S89°42'27"E
L98	313.32	N87°16'22"E
L99	313.32	S89°42'27"E
L100	313.32	N87°16'22"E

**LEGEND**  
 BEARING BASE: GRID NORTH, WISCONSIN  
 BASED UPON MAD 1927  
 ----- NO VEHICULAR ACCESS  
 \*\*\*\*\* PHASE LINE

# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

EASEMENTS  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

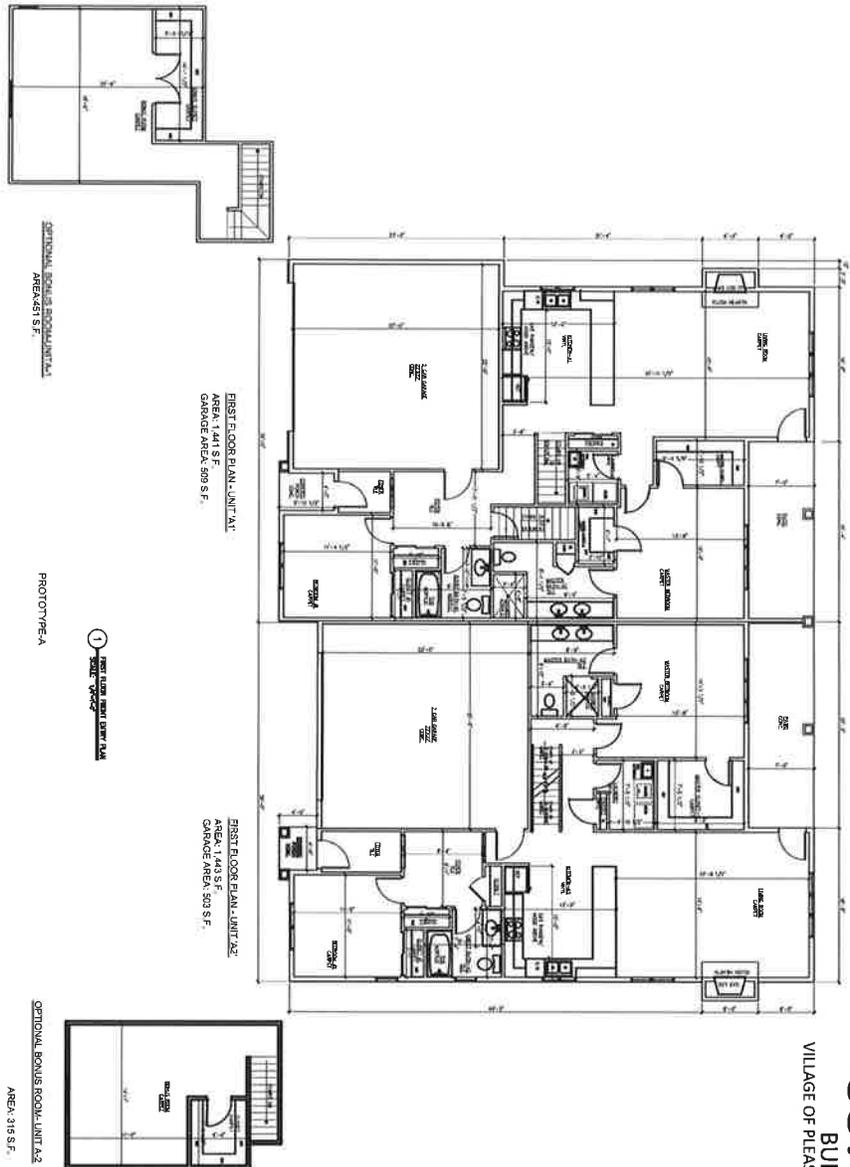


- A DEDICATED 2' UTILITY, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. 284)
- B DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. 284)
- C DEDICATED 5' PUBLIC STREET TRAIL, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. 284)
- D DEDICATED 2' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. 284)
- E DEDICATED 12" WATER MAIN, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. 284)
- F DEDICATED 5' PUBLIC STREET TRAIL, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. 284)
- G DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. 284)
- H 9' TRAIL, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. 284)
- I DEDICATED 5' PUBLIC STREET TRAIL, ACCESS AND MAINTENANCE EASEMENT. (PER CSA NO. 284)

**LEGEND**  
BEARING BASE: GRID NORTH, WISCONSIN  
COORDINATE SYSTEM: SOUTH ZONE  
BASED UPON NAD 1927.  
CONC. MON. W/ BRASS CAP ROUND  
INDICATES VEHICULAR ACCESS

# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

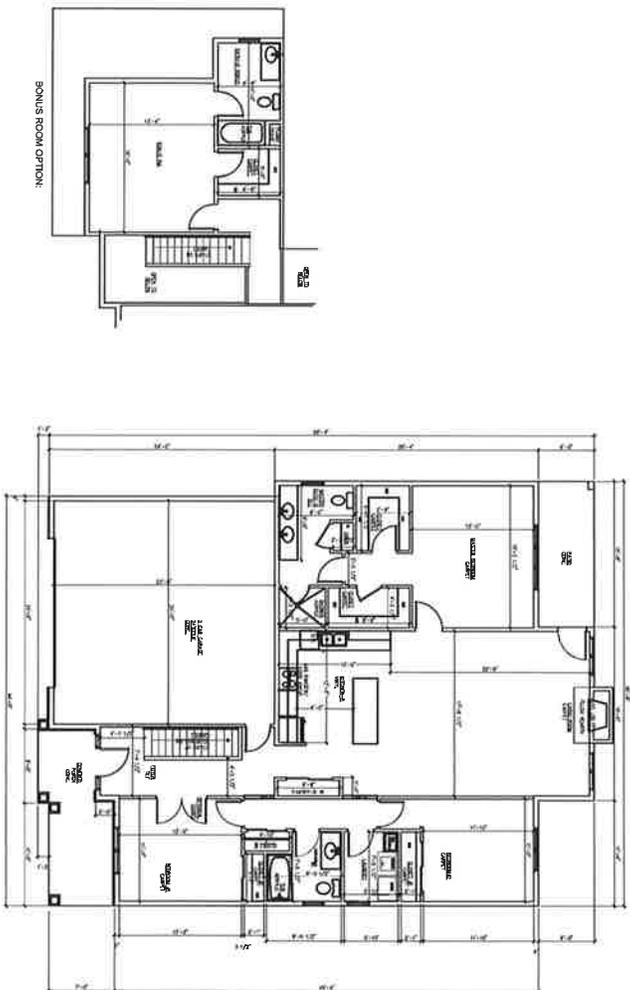
BUILDING PROTOTYPE - A  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



**mb** Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 HORIZON BLVD, SUITE 200, RACINE, WI, 53406  
Tel: (262)634-5588 Website: www.nmbisc.net

# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

BUILDING PROTOTYPE - B  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



RANCH PLAN-1, 753 SF  
PROTOTYPE B

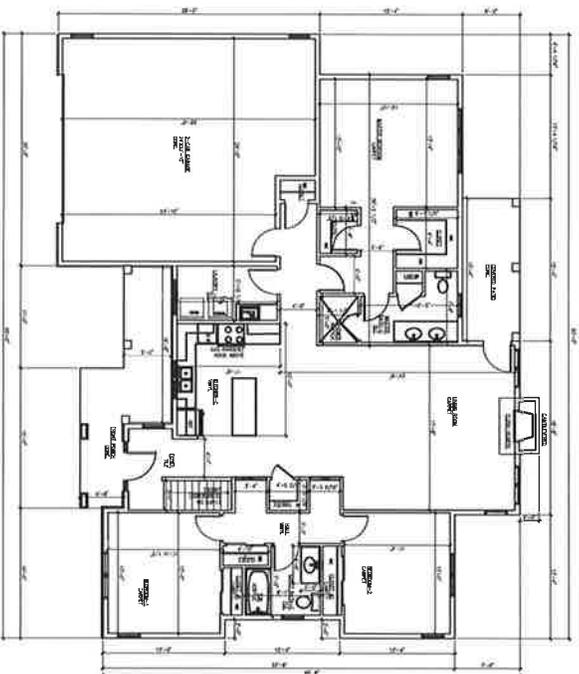
1 TOTAL FLOOR PLAN & BONUS ROOM PLAN  
AREA: 1,753 SF  
BONUS ROOM: 419 SF  
BONUS ROOM OPTION: 419 SF



Nielsen Madsen + Barber  
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# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

BUILDING PROTOTYPE - C  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



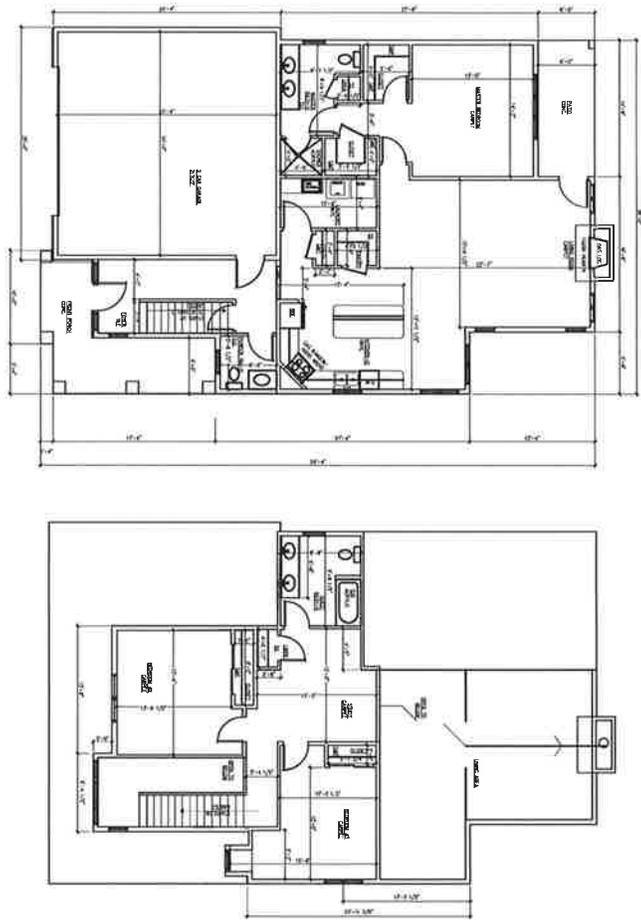
① **ONE STORY**  
FIRST FLOOR AREA 1,826 S.F.  
GARAGE AREA 642 S.F.  
ONE STORY - 1,826 S.F.  
PROTOTYPE-C



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# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

BUILDING PROTOTYPE - D  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



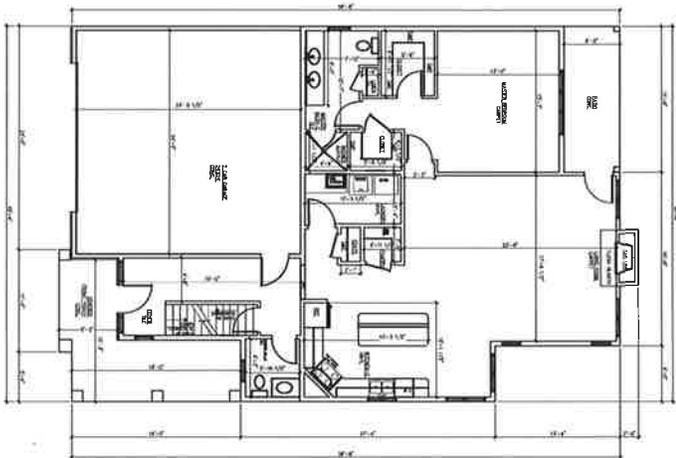
1  
FIRST FLOOR AREA - 1,312 S.F.  
SECOND FLOOR AREA - 639 S.F.  
GARAGE AREA - 407 S.F.  
TWO STORY - 1,950 S.F.  
PROTOTYPE

2  
FIRST FLOOR AREA - 1,312 S.F.  
SECOND FLOOR AREA - 639 S.F.  
GARAGE AREA - 407 S.F.  
TWO STORY - 1,950 S.F.  
PROTOTYPE

**mb** Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI, 53406  
Tel: (262)934-5588 Website: www.nmbcsmet

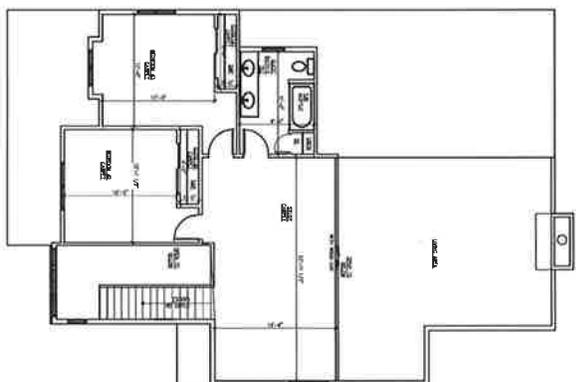
# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

BUILDING PROTOTYPE - E  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



1 FIRST FLOOR PLAN  
FIRST FLOOR AREA: 1,407 S.F.  
SECOND FLOOR AREA: 798 S.F.  
GARAGE AREA: 807 S.F.

TWO STORY - 2,200 S.F.  
PROTOTYPE E



2 SECOND FLOOR PLAN



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# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

LEGAL DESCRIPTION  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

## FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

All of Lot 4 of Certified Survey Map No. 2841, being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. ALSO part of Lot 2 of said Certified Survey Map as described; Begin at the Northwest corner of said Lot 2; run thence S00°11'33"E 87.00 feet along the West line of said Lot 2; thence N89°48'27"E 55.50 feet; thence S85°40'02"E 120.03 feet; thence S88°51'26"E 244.60 feet; thence S78°01'05"E 224.44 feet; thence S02°35'45"E 78.93 feet; thence S33°55'11"W 102.45 feet to the North right-of-way of North Cottage Lane and a point on a curve of Northeasterly convexity whose radius is 144.00 feet and said right-of-way to the point of curvature of a curve of Southerly convexity along the arc of said curve and said right-of-way to the point of curvature of a curve of Southerly convexity whose radius is 20.00 feet and whose chord bears S52°54'18"E 26.71 feet; thence Easterly 29.25 feet along the arc of said curve and said right-of-way to the West right-of-way of 48th Court and the point of curvature of a curve of Southeasterly convexity whose radius is 117.00 feet and whose chord bears N41°17'58"E 162.24 feet; thence Northerly 179.27 feet along the arc of said curve and said right-of-way; thence N02°35'45"W 164.94 feet along said right-of-way to the point of curvature of a curve of Northeasterly convexity whose radius is 20.00 feet and whose chord bears N47°35'45"W 28.28 feet; thence Northwesterly 31.42 feet along the arc of said curve and said right-of-way to the South right-of-way of 98th Street; thence S67°24'15"W 36.35 feet along said right-of-way to the point of curvature of a curve of Southerly convexity whose radius is 836.00 feet and whose chord bears N79°54'35"W 365.90 feet; thence Westerly 368.89 feet along the arc of said curve and said right-of-way; thence N67°13'19"W 106.67 feet along said right-of-way to the point of curvature of a curve of Northerly convexity whose radius is 317.00 feet and whose chord bears N61°15'19"W 153.77 feet; thence Westerly 155.32 feet along the arc of said curve and said right-of-way; thence S94°42'19"W 31.32 feet along said right-of-way to the point of beginning. ALSO part of Lot 3 of said Certified Survey Map as described; Begin at the Northeast corner of said Lot 3 and a point on the South right-of-way of 98th Street; run thence S67°24'15"W 83.88 feet along said right-of-way to the point of curvature of a curve of Northwesterly convexity whose radius is 20.00 feet and whose chord bears S42°24'15"W 28.28 feet; thence Southerly 31.42 feet along the arc of said curve and said right-of-way to the Easterly right-of-way of 48th Court; thence S02°35'45"E 184.94 feet along said right-of-way to the point of curvature of a curve of Southeasterly convexity whose radius is 183.00 feet and whose chord bears S42°19'35"W 258.46 feet; thence Southwesterly 286.96 feet along the arc of said curve and said right-of-way; thence S87°14'57"W 26.11 feet along said right-of-way; thence S02°43'56"E 123.27 feet; thence N63°15'28"E 63.99 feet; thence N69°08'17"E 27.64 feet; thence N76°50'43"E 50.25 feet; thence N68°25'05"E 31.14 feet; thence N66°37'51"E 31.62 feet; thence N60°52'44"E 23.58 feet; thence N43°53'01"E 19.47 feet; thence N48°24'48"E 30.49 feet; thence N64°25'12"E 19.83 feet; thence N87°24'15"E 41.99 feet to the East line of said Lot 3; thence N02°35'45"W 395.02 feet along said East line to the North right-of-way of said 98th Street and the point of beginning. ALTOGETHER containing 6.474 acres.

# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

## EASEMENTS DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT AREAS (C)

Nonexclusive easements coextensive with the areas shown on CSM No. 2841 and on this Plat as Dedicated 20' Storm Water Drainage, Access and Maintenance Easement were dedicated, given, granted and conveyed by the Developer to the Village for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium Association; (collectively its Owners); (3) a temporary easement hereby retained by the Developer for the purposes of storm water drainage improvement grading, uses and purposes; storm water structure installation and maintenance; open space uses and purposes; planting, mowing, sprinkling, watering, weeding and landscaping purposes and the required ingress and egress and (4) such other uses of the easement as may be approved in writing by the Village. There shall be no buildings, fences, driveways, or retaining walls placed within the storm water drainage easement areas, which obstruct, redirect or impede drainage flows within the Plat pursuant to the Restrictive Covenants on CSM No. 2841. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) with respect to the easement areas, the Village's rights under the easements shall be deemed to be superior. The Developer shall be responsible for all costs associated with the construction and maintenance of the storm water drainage improvements contained within this exclusive easement until that responsibility is transferred to the Condominium Association.

The Developer shall be responsible for all costs associated with the construction, grading, erosion control stabilization and maintenance of the storm water drainage improvements contained within this easement until the responsibility is transferred to the Condominium Association (collectively its Owners).

The Condominium Association (collectively its Owners) shall at their expense, reconstruct and repair the storm water drainage system improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system improvements, the Condominium Association (collectively its Owners) shall restore the easement areas to the approved Village Plans including any grade restoration and site stabilization, including the replacement of storm water structures, and landscaping or any other improvements requiring repair resulting from such disrepair and repair. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements may be invoiced by the Village as a special charge against the Lots of Condominium Association (collectively its Owners) and any other properties using and benefiting from said improvements.

With proper notice to the Condominium Association, except in an emergency flooding situation, the Village's easement rights granted by the Developer include the Village's right to enter upon the easement areas at any time to reconstruct, maintain, use and repair the underground storm sewer main improvements, which may in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, sidewalks, curbs and gutters, and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under the easements.

## VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

installation, repair, alteration, replacement, landscaping, maintenance, ingress and egress. This easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, fountain installation removal and repair, storm water structure maintenance, planting, mowing, sprinkling, watering, weeding, landscaping and the area which shall be required by the Condominium Association Owners on which the easement is located as will not interfere with the improvements, uses and purposes of the Village as it relates to the easement, and (3) a temporary easement hereby retained by the Developer for the purposes of storm water drainage improvement grading, uses and purposes; storm water structure installation and maintenance; open space uses and purposes; planting, mowing, sprinkling, watering, weeding, landscaping, and the required ingress and egress. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) with respect to the easement area, the Village's rights under the easement shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, grading, stabilization, fountain installation and maintenance of the storm water drainage improvements contained within this easement until the responsibility is transferred to the Condominium Association. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be invoiced by the Village as a special charge to the Condominium Association (collectively its Owners) for Village improvements completed within the easement. The Condominium Association, (collectively as Owners of Lots 1, 2, 3 and 4) shall then at their expense, maintain, reconstruct and repair the storm water drainage system and retention basin improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system or retention basin improvements, the Condominium Association (collectively its Owners) shall restore the retention basin easement area to the Village's satisfaction and to a condition including any grade restoration and site stabilization, of the replacement of storm water structures, fountain, and landscaping or any other improvements requiring repair resulting from such disrepair or damage.

With proper notice to the Condominium Association, except in an emergency flooding situation, the Village's easement rights granted by the Developer include the Village's right to enter upon the Lot 3 Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and storm water retention basin improvements, which may in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, sidewalks, curbs and gutters, and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements and charge all such costs to the Condominium Association (collectively its Owners). Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be invoiced by the Village as a special charge to the Condominium Association Owners for Village maintenance or improvements completed within the easement.

## DEDICATED 12' UTILITY EASEMENT AREAS (A & I)

Nonexclusive easements coextensive with the areas shown on CSM No. 2841 and on this Plat as Dedicated 12' or 15' Utility Easement Areas were dedicated, given, granted and conveyed by The Cottages at Village Green LLC, to We Energies (f/k/a Wisconsin Electric Power Company), AT&T and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communication Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Plat areas and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communication Grantees. Upon the installation of the utilities, the Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility and communications easement areas on which such easements are located as does not interfere with the purposes of the utility and communications easements and the use of such easements by the Utility and Communications Grantees, unless a separate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communication facilities, to be installed in public street rights-of-way with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communication company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public roadway areas to the proper grade and a vegetatively stabilized condition, then the Developer shall be responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public roadways after the crushed aggregate base course is installed without the prior written approval of the Village and the satisfaction of any conditions as may be imposed by the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communication companies in such public street areas, the Village's rights shall be deemed to be superior.

## DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT (B)

A nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement on Lot 3 of CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the Developer to the Condominium Association (collectively its Owners of Lots 1, 2, 3 and 4) and the Village for storm water drainage and retention basin purposes and for all related construction,

**mb Nielsen Madsen + Barber**  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Harbor Blvd Suite 200, Racine, WI 53406  
Tel: (608)934-9588 WebSite: www.nmbc.net

# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

EASEMENTS  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

## DEDICATED 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (D) (EASEMENT D - ADJUSTED TO TERMINATE AT THE 46TH COURT RIGHT-OF-WAY)

A nonexclusive easement coextensive with the area shown as a Dedicated 20' Sanitary Sewer, Access and Maintenance Easement on Lot 4 on CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the previous Owner / Land Divider to the Village for sanitary sewer purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Condominium Association (collectively its Owners) as will not interfere with the improvements, uses and purposes of the Village and the Condominium Association (collectively its Owners); and (3) such future driveways, curbs and gutters, sidewalks, landscaping, or other uses of the easement as may be approved in writing by the Village. There shall be no buildings, structures, fences, berms, retaining walls or underground sprinklers located or placed within the easement. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) or other entities with respect to the easement area, the Village's rights under the easement shall be deemed to be superior.

The Village's easement rights include the right to enter upon Lot 4 within the Dedicated 20' Sanitary Sewer, Access and Maintenance Easement area at any time to reconstruct, maintain, use, clean, televise and repair the underground sanitary sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such sanitary sewer mains for the purpose of conveying sanitary sewer under Lot 4, together with the right to excavate, reconstruct, maintain, use, clean, televise and repair the sanitary sewer system improvements, and the further right to remove trees, bushes, driveway pavement areas, landscaping, sidewalks, curbs and gutters, underground sprinklers or other obstructions interfering with the location, reconstruction, use and maintenance of the sanitary sewer system improvements, without compensation from the Village to the Condominium Association or its Owners.

## DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT (E)

A nonexclusive easement coextensive with the area shown as a Dedicated Monument Sign, Access and Maintenance Easement on Lot 3 on CSM No. 2841 and on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association (collectively its Owners of Lots 1, 2, 3 and 4) for the purposes of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. This easement is exclusive except for the same easement hereby retained by the Developer and also granted to the Village for the purposes of development monument signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Unless the Village exercises the rights granted to it pursuant to this easement, the Village shall have no obligation to do anything related to its rights under this easement.

The Developer shall be responsible for all costs associated with the initial construction and installation of the monument sign, as well as providing the lighting, landscaping and maintenance for the monument sign until that responsibility is transferred to the Condominium Association (collectively the Owners of Lots 1, 2, 3, and 4).

## DEDICATED VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT (F)

Nonexclusive easements coextensive with the areas shown as Dedicated 15'x15' Vision Triangle Easement areas at each public street intersection on Lots 1, 2, 3 and 4 on CSM No. 2841 and on this Plat were dedicated, given, granted and conveyed by the Developer to the Village for the purpose of maintaining a clear sight line of vision at the identified intersections. There shall be no obstructions, such as but not limited to structures, signage, fencing, vehicular parking, landscaping/vegetation and shelters within the 15'x15' Vision Triangle Easement, except traffic signage installed by the Village, unless expressly approved in writing by the Village. This restriction is for the safety and benefit of the traveling public and shall be enforceable by the Village. The Developer shall be responsible for monitoring and correcting the vision triangle easement area violations until that responsibility is transferred to the Condominium Association (collectively the Owners of Lots 1, 2, 3, and 4).

## DEDICATED PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT (G)

A nonexclusive easement coextensive with the area shown as a Dedicated 5' Public Street Tree, Access and Maintenance Easements adjacent to the north side of Main Street on CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the Developer to the Village for the purpose of street tree planting, pruning, watering, re-mulching, staking and other related maintenance. It is the Developer's responsibility to plant and maintain said street trees and remove dead plant-life and remove any trash and debris in the easement area until that responsibility is transferred to the Condominium Association, (collectively its Owners) who then shall be obligated for ongoing maintenance and replacement responsibilities.

## DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (H)

A nonexclusive easement coextensive with the area shown as a Dedicated Wetland Protection and Preservation, Access and Maintenance Easement area within Lot 3 on CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the Developer to the Village for wetland protection and preservation and maintenance purposes and uses and for related ingress and egress. It is the Developer's responsibility to remove dead plant-life and remove any trash and debris in the designated wetland area until that responsibility is transferred to the Condominium Association, (collectively its Owners) for ongoing maintenance responsibilities. Unless the Village exercises the rights granted to it pursuant to this easement, the Village shall have no obligation to do anything related to its rights under this easement.

## DEDICATED PUBLIC STREET AREAS

The fee interest in the 46th Court, 98th Street, North Cottage Lane, and South Cottage Lane areas each shown as a Dedicated Public Street on CSM 2841 and on this Plat were dedicated, given, granted and conveyed, in part, by the previous Owner / Land Divider to the Village, with additional street rights-of-ways dedicated, given, granted, amended and conveyed on CSM 2841 and on this Plat by The Cottages at Village Green, LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns ("the Village") for the construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, public street pavement, curbs and gutters, a cul-de-sac island, sidewalks, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, topsoil spreading and seeding, street trees and cul-de-sac island landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive within each of the Dedicated Public Street areas shown on CSM 2841 and on this Plat, which were retained by the Developer for the construction, installation, repair, alteration, replacement, snow clearing and maintenance of public street improvements, uses and purposes, including, without limitation, public street pavement, curbs and gutters, a cul-de-sac island, sidewalks, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, topsoil spreading and seeding, street trees and other cul-de-sac island landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities, all of which are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions) of such required public improvements as noted above and pursuant to a Development Agreement entered into between the Developer and the Village dated September 15, 2017 for Phase 1 and \_\_\_\_\_, 2019 for the Addendum to the Development Agreement for Phase 2, and (2) nonexclusive easements coextensive with the areas shown on CSM 2841 and on this Plat, were reserved by the Developer for The Cottages at Village Green Condominium Association, Inc. (referred to as the "Condominium Association") (collectively its Owners) within the Dedicated Public Street areas for the planting and maintenance of street terrace grass and public street trees; the planting and maintenance of landscaping in the cul-de-sac island; the installation and maintenance of mail boxes; and the construction, installation, snow and ice clearance, maintenance, repair and replacement of sidewalks and driveways in the area between the roadway and their properties; all of which are approved by the Village as it will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and in the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Street areas, the rights of the Developer, the Condominium Owner's Association, or its Owners of any Lot, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

# FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

RESTRICTIVE COVENANTS  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

1. The Cottages at Village Green, LLC (referred to as the "Developer") hereby covenants that the Condominium Association (collectively the Owners) shall have the obligation of maintaining the cul-de-sac island area within 46th Court and the obligation of maintaining the street trees abutting their respective Lots within the Dedicated Public Streets (46th Court, 98th Street, N. Cottage Lane, S. Cottage Lane, and in the Dedicated Public Street, Access and Maintenance Easement along the north side of Main Street shown on CSM No. 2841 in a trimmed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, watering, staking, trimming, pruning, replacing of trees and plantings, and removing of fallen leaves and brush in order to prevent a nuisance condition. Street trees and cul-de-sac plantings which are damaged, dead or dying shall be replaced at the Condominium Association (collectively the Owners) expense within 60 days of the trees removal or within the time frame as set forth in written notification by the Village. No trees shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Condominium Association (collectively the Owners), their successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village.

The Developer shall be responsible for the replanting and maintenance obligations pertaining to the street tree and cul-de-sac island until said responsibilities are transferred to the Condominium Association who then shall perform such tree and plantings maintenance and replacement activities, without compensation, to the satisfaction of the Village per this restrictive covenant.

To the extent that the Village performs any such street tree or cul-de-sac plantings maintenance activities, the Condominium Association (collectively the Owners) respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners) shall have the obligation of maintaining the "Dedicated 20' Storm Water Drainage, Access and Maintenance Easement" areas located within their Lots as shown on CSM No. 2841 in a functional, neat and nuisance free condition to handle storm water in the Condominium Plat. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; cleaning and repairing basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, patios, fences, signage or structures shall be erected within the storm water drainage easements which blocks, diverts or re-routes the storm water drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, Condominium Association (collectively its Owners), its successors, assigns and successors in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to maintenance activities upon the transfer of said properties to the Condominium Association (collectively its Owners) who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage maintenance activities, the Condominium Association (collectively its Owners), shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners), shall have the obligation of maintaining the "Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement" areas located within Lot 3 as shown on CSM No. 2841 in a functional, neat and nuisance free condition to handle storm water in the Condominium Plat. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; installing, repairing and replacing the aerator/fountain, removing of trash, debris, leaves and brush; cleaning and repairing basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, patios, fences, signage or structures shall be erected within the storm water drainage and retention basin easement which blocks or diverts or re-routes the storm water drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, Condominium Association (collectively its Owners), its successors, assigns and successors in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to maintenance activities upon the transfer of said properties to the Condominium Association (collectively its Owners) who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage or retention basin maintenance activities, the Condominium Association (collectively its Owners), shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

4. The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners), shall have the obligation of maintaining the area shown as a Dedicated Wetland Protection and Preservation, Access and Maintenance Easement area within Lot 3 on CSM No. 2841 and shall protect and maintain the wetland area by prohibiting filling, dredging, tree cutting, mowing, live plant removal or other activity or condition detrimental to its function as a wetlands area without written approval of the Village. This covenant shall run with the land, shall be binding upon the Condominium Association (collectively the Owners), their successors, assigns and successors-in-title of the Lots, in their capacity as Owners of this Lot, and shall benefit and be enforceable by the Village. The Developer shall be relieved of any wetland protection or maintenance obligations they may have as Owners of such Lot under this covenant, upon the transfer of the responsibility to only to the Condominium Association (collectively the Owners) who then shall perform the required protection and maintenance functions to the satisfaction of the Village.

To the extent that the Village performs any such wetland maintenance activities, the Condominium Association (collectively the Owners) shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Condominium Association (collectively the Owners) as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Owner hereby covenants that the Dedicated 15x15' Vision Triangle Easement areas shown on CSM No. 2841 hereby places restrictions on the referenced land because of the location of these easements which were given, granted and conveyed by the Developer to maintain a clear sight line of vision at each of the intersections shown on the. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and ten (10) feet unless approved by the Village, except for official Village public street signage or street lights. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

The Owner hereby covenants that the Dedicated Monument Sign, Access and Maintenance Easement area shown on CSM No. 2841 hereby places a restriction and obligation on the Condominium Association (collectively the Owners) for the land area identified for the monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs, and other landscape elements and all related ingress, egress and grading replacement and maintenance activities. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights on this easement.

The Owner hereby covenants that the Lots 1, 2, 3 and 4 Owners shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, and snow removal of the public sidewalks and private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and site maintenance for the areas shown on CSM No. 2841 in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of other applicable Village Ordinances, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such maintenance activities on behalf of the landowner, the Owner(s) of Lots 1, 2, 3 and 4 of CSM No. 2841 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions as referenced on CSM No. 2841, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.

6. The Owner hereby covenants that the Lots 1, 2, 3 and 4 Owners shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, and snow removal of the public sidewalks and private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and site maintenance for the areas shown on CSM No. 2841 in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of other applicable Village Ordinances, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such maintenance activities on behalf of the landowner, the Owner(s) of Lots 1, 2, 3 and 4 of CSM No. 2841 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions as referenced on CSM No. 2841, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.



# SECTION 3

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**BYLAWS OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM  
OWNERS ASSOCIATION, INC.**

**ARTICLE I - PLAN OF UNIT OWNERSHIP**

**Section 1. Condominium Unit Ownership**

Certain property located in the Village of Pleasant Prairie, Kenosha County, State of Wisconsin, ("Property") known as The Cottages At Village Green Condominium, has been submitted by The Cottages At Village Green, LLC (Declarant") to the provisions of the Wisconsin Condominium Ownership Act ("Act") by a Declaration of Condominium ("Declaration") recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on the 29<sup>th</sup> day of September, 2017, as Document No. 1805201.

**Section 2. Adoption of Bylaws / Definitions**

These Bylaws are adopted as the Bylaws of The Cottages At Village Green Condominium Owners Association, Inc. ("Association"), a Wisconsin Corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Act. The provisions of these Bylaws apply to the Property and to the use and occupancy of this Property. The terms used in these Bylaws shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Act.

**Section 3. Office and Mailing Address**

The office and mailing address of the Association and of the Board of Directors of the Association ("Board of Directors") shall be located at P.O. Box 580412 Pleasant Prairie, Wisconsin 53158.

**ARTICLE II - BOARD OF DIRECTORS**

**Section 1. Number and Qualification**

Until election of a new Board of Directors by unit owners, pursuant to Section 1 (c), Article III of these Bylaws, the Board of Directors shall consist of those persons named as directors in the Articles of Incorporation, or such other persons as the Declarant shall name to replace them, or those persons elected as provided in Section 1 (b), Article II of these Bylaws. Thereafter the Board of Directors shall be composed of three persons, each of whom shall be owners of units, fiduciary owners, members or employees of partnership owners, or officers, stockholders or employees of corporate owners, and one of whom may be the spouse of a unit owner or a mortgagee of a unit, a fiduciary mortgagee, a member or employee of a partnership mortgagee or an officer, stockholder or employee of a corporate mortgagee.

## Section 2. Powers and Duties

The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except those powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the unit owners or have been specifically reserved by or to the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Act, the Declaration, these Bylaws, and the rules and regulations.

## Section 3. Managing Agent and Manager

The Board of Directors may employ for the Property a managing agent at a compensation established by the Board of Directors to perform the duties and services as the Board of Directors shall authorize.

## Section 4. Election and Term of Office

At the first annual meeting of the unit owners, the term of office of one member of the Board of Directors shall be fixed at three years, the term of office of one member of the Board of Directors shall be fixed at two years, and the term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

## Section 5. Removal of Board Members

At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all unit owners, and a successor may be elected to fill the vacancy created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

## Section 6. Vacancies

Vacancies in the Board of Directors caused by any reason other than the removal of a member by a vote of the unit owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Directors held for the purpose promptly after the occurrence of the vacancy even though the members present at the meeting may be less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor is elected at the next annual meeting of the unit owners.

### Section 7. Organizational Meeting

The first meeting of the members of the Board of Directors following the first annual meeting of the unit owners shall be held within ten days after the annual meeting, at a time and place fixed by the unit owners at the meeting at which the Board of Directors has been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute the meeting, providing a majority of the whole Board of Directors shall be present at the meeting.

### Section 8. Regular Meetings

Regular meetings of the Board of Directors may be held at the time and place as determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board Directors shall be given to each member of the Board of Directors, by mail, at least 48 hours prior to the time of the meeting.

### Section 9. Special Meetings

Special meetings of the Board of Directors may be called by the President on 48 hours notice to each member of the Board of Directors, given by mail, and the notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one member of the Board of Directors.

### Section 10. Waiver of Notice

Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a member of the Board of Directors at any meeting of the Board shall be a waiver of notice of the time and place of the meeting. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

### Section 11. Quorum of Board of Directors

At all meetings of the Board of Directors, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds

The Board of Directors shall obtain fidelity bonds for all officers and employees of the Association handling or responsible for funds. All premiums shall constitute a common expense.

Section 13. Compensation

No member of the Board of Directors shall receive any compensation from the Association for acting as a Director.

Section 14. Liability of the Board of Directors

The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to an equal proportionate share of the total liability. At the option of the Board of Directors, Directors liability insurance may be obtained and shall be paid for as a common expense.

Section 15. Informal Action

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

ARTICLE III - UNIT OWNERS

Section 1. Annual Meetings

(a) Until the first annual meeting of the unit owners as described below, until the Declarant designates otherwise, or until the unit owners elect a member of the Board of Directors pursuant to this section prior to the first annual meeting of the unit owners, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) Prior to the conveyance of 25% of the undivided percentage interest in the common elements, the Declarant shall call a meeting of the unit owners. At such meeting one of the designees of the Declarant on the Board of Directors shall resign, and the unit owners other than the Declarant shall elect a successor by vote of a majority of those unit owners. Prior to the conveyance of 50% of the undivided percentage interest in the common elements, the Declarant shall call a similar meeting, if necessary, to provide for any additional resignations and elections required in order that unit owners other than the Declarant shall have elected one-third of the total directors. Any successor shall serve until the first annual meeting of the unit owners. If the successor shall resign prior to the first annual meeting of the unit owners, a successor shall be elected in the same manner.

(c) Thirty days after 75% of the undivided percentage interest in the common elements shall have been sold and conveyed by the Declarant or such earlier time as determined by the Declarant, the Declarant shall call the first annual meeting of the unit owners. At this meeting the designees of the Declarant and any other members of the Board of Directors elected by the unit owners shall resign as members of the Board of Directors, and all the unit owners, including the Declarant, shall elect a new Board of Directors. Thereafter the annual meeting of the unit owners shall be held on the second Monday of January of each succeeding year. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these Bylaws. The unit owners may transact other business at the meetings as may properly come before them.

#### Section 2. Place of Meetings

Meetings of the unit owners shall be held at the principal office of the Association or at any other suitable place convenient to the unit owners as may be designated by the Board of Directors.

#### Section 3. Special Meetings

It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 25% of the total authorized votes of all owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

#### Section 4. Notice of Meetings

The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least 10 but not more than 20 days prior to the meeting, stating the purpose of the meeting as well as the time and place where it is to be held.

Section 5. Adjournment of Meetings

Any meeting of unit owners at which a quorum has or has not attended may be adjourned at the option of the unit owners by vote of a majority of the authorized votes of the unit owners who are present, either in person or by proxy, at the meeting.

Section 6. Title to Units

Title in units may be taken in the name of an individual or in the names of two or more persons in any form recognized by the Statutes of the State of Wisconsin, in the name of a corporation, partnership, limited liability company, limited liability partnership or in the name of a fiduciary.

Section 7. Voting

Each residential unit owner shall furnish the Association with the owner's name and current mailing address. No residential unit owner may vote at meetings of the Association until this information is furnished. The owner or owners of each residential unit, or some person designated by the owner or owners to act as proxy and who need not be an owner, shall be entitled to cast the vote belonging to the unit at all meetings of unit owners. The designation of any proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit. Each residential unit owner (including the Declarant and the Board of Directors, if the Declarant, or the Board of Directors or its designee, shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote belonging to each unit owned. Where ownership is in the name of two or more persons, the vote may be cast by any one joint owner; provided, however, that if any joint owner protests promptly the casting of the vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast prorata in accordance with each joint owner's interest in the unit, then the vote shall thereafter be cast prorata by all joint owners in accordance with their interests in the unit. Where a unit is leased the lessor shall be entitled to vote the vote belonging to the unit (where there are two or more lessors, they shall be considered joint owners). Where the unit is sold under a land contract, the land contract vendee shall be entitled to vote the vote for that unit (where there are two or more vendees, they shall be considered joint owners.) Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, this unit owner may not vote at the meeting.

Section 8. Majority of Unit Owners

As used in these Bylaws, the term "majority of unit owners" shall mean those residential unit owners having more than 50% of the authorized votes of all residential unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article III.

### Section 9. Quorum

Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners having 33-1/3% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

### Section 10. Majority Vote

The vote of a majority of residential unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws.

### Section 11. Action by Unanimous Consent

Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action taken shall be signed by all unit owners entitled to vote. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent resolutions shall have the same force and effect as a unanimous vote.

### Section 12. Membership

(a) All unit owners shall be members of the Association. This is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall belong to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Racine County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Kenosha County, Wisconsin of a deed or other instrument establishing a change of record title to a unit or the recording in that office of a land contract. A certified copy of the instrument of conveyance or the land contract shall be delivered to the Association by the transferee or vendee. The transferee or vendee designated by the instrument or land contract shall then become a member of the Association, and the membership of the prior owner or vendor shall then be terminated. Until delivery, the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the Association must be sent.

## ARTICLE IV - OFFICERS

### Section 1. Designation, Election and Removal

The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President. Any officer may with or without cause, be removed by the Board of Directors, and a successor selected, by majority vote of the members of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting called for that purpose.

### Section 2. President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties of the President of a stock corporation organized under the Wisconsin Business Corporation Law, including, but not limited to, the power to appoint unit owners to any committee which is established under these Bylaws.

### Section 3. Vice President

The Vice President shall take the place of, and perform the duties of, the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be requested by the Board of Directors or by the President.

### Section 4. Secretary

The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties of the Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.

### Section 5. Treasurer

The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all the duties of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 6. Agreements, Contracts, Deeds, Checks

All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by any two officers or by such other person or persons as may be designated by the Board of Directors.

Section 7. Compensation of Officers

No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE V - OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses

The Board of Directors shall, at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess the common expenses against the unit owners according to their respective undivided percentage interests in the common elements as described in the Declaration. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable at such time or times as the Board of Directors shall determine. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year. The initial contribution to the working capital fund is not refundable to, or assignable by, the unit owner. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has contracted to sell or lease such unit to the Board of Directors, or of a unit which is being sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by the unit owner, and shall furnish to all unit owners a copy of each budget on which the common expenses are based.

Section 2. Insurance

The Board of Directors shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the units and the bathroom and kitchen cabinets and fixtures initially installed by the Declarant, but not including furniture, furnishings or other personal property supplied or installed by unit owners), together with all heating and air-conditioning equipment and other service machinery contained in the units, and all limited common elements. The insurance shall cover the Property and shall name as insured the Association, and all unit owners and their mortgagees, as their

interests may appear, in an amount equal to not less than the replacement value of the buildings and other improvements, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided in these Bylaws as trustee for all unit owners and their mortgagees or land contract vendors as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net insurance proceeds, if \$10,000.00 or less, shall be payable to the Association, and if more than \$10,000.00, shall be payable to the insurance trustee. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that the policies may not be canceled or substantially modified without at least ten days prior written notice to all of the insureds. Prior to obtaining any policy of fire insurance or any renewal of the policy, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be purchased. The Board of Directors shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner, and appropriate fidelity bond coverage for any person handling Association funds. The public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review the insurance limits at least once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, the public liability insurance shall be in a single limit of at least \$500,000.00 covering all claims for bodily injury or property damage arising out of one occurrence. The Association may obtain and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, and that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any additional insurance. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units. In the event that any unit owner enters a claim under the Association fire insurance policy with respect to damage to any part of that owner's unit, the affected unit owner shall be liable for the deductible portion of the claim and shall reimburse the Association for the same.

### Section 3. Repair and Reconstruction After Damage

(a) In the event of any damage to or destruction of the property in the amount of \$10,000.00 or less whether or not the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroom cabinets or fixtures initially installed by the Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures, interior walls and/or partitions or equipment installed by unit owners in the units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in the repair and reconstruction in appropriate progress

payments. Any cost of repair and reconstruction in excess of the insurance proceeds shall be a common expense, and the Board of Directors may assess all the unit owners for the deficit as part of the common expenses. By acceptance of the deed to a unit, each unit owner shall be deemed to have consented to this authorization and direction for repair and reconstruction. The authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 11, Article III of these Bylaws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions, a determination to repair and reconstruct is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of \$10,000.00 and the insurance proceeds, if any, together with an amount not exceeding \$10,000.00 are insufficient to complete repair or reconstruction, the Association by vote of a majority of unit owners shall determine within 90 days after the damage or destruction whether to proceed with repair, reconstruction or sale. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for the repair or reconstruction in accordance with the preceding paragraph of this section. If the Association, within 90 days after such damage or destruction in excess of \$10,000.00 fails to make a determination of whether to repair, reconstruct or sell, the Property shall be deemed to be owned in common by the unit owners in the same percentages as previously owned by each unit owner in the common elements and be subject to an action for partition at the suit of any unit owner. In the event of a partition action, the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective interests in common elements, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

(c) In the event the Property is destroyed or damaged in an amount in excess of \$10,000.00 and the insurance proceeds together with an amount not exceeding \$10,000.00, are sufficient to complete repair or reconstruction, the Board of Directors is authorized and shall arrange for the repair or reconstruction in accordance with paragraph (a) of Section 3, Article V. By acceptance of the deed to a unit, each unit owner shall be deemed to have consented to this authorization and direction for repair and reconstruction. The authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 11, Article III of these Bylaws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions, a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

#### Section 4. Payment of Common Expenses

All owners shall pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such times as the Board of Directors shall determine. A late charge of up to \$20.00 may be imposed by the Board of Directors against a unit owner if any

balance in common expenses remains unpaid by the 10th day of the month when due. In addition to any late charge, unpaid common expenses shall accrue interest at the rate of one and one-half percent (1-1/2%) per month until paid. No unit owner shall be liable for the payment of any part of the common expenses assessed against the unit after a sale, transfer or other conveyance of the unit by the owner (made in accordance with the provisions of Section 1, Article VII of these Bylaws). A purchaser of a unit shall be liable for the payment of common expenses assessed against the unit before the acquisition by the purchaser of the unit, except that if the Association or Board of Directors furnishes a statement pursuant to the Act, the liability shall be limited to the amount set forth in the statement. Each unit owner shall be obligated to pay common expenses under these Bylaws notwithstanding the fact that the unit owner may have a pending dispute with the Association or the Board of Directors on any matter.

#### Section 5. Collection of Assessments

The Board of Directors shall assess common expenses against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by the unit owner for more than 30 days from the due date for its payment.

#### Section 6. Default in Payment of Common Expenses

In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, the unit owner shall be obligated to pay interest at the highest rate permitted by law per year on the common expenses from the due date, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect the unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover the common expenses, together with interest, and the expenses of the proceedings, including attorney's fees, in an action brought against the unit owner, or by foreclosure of the lien on the unit granted by the Act. The Board of Directors shall also have the right to prohibit a unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

#### Section 7. Foreclosure of Liens / Collection of Delinquent Fees

The Board of Directors, acting on behalf of all unit owners, shall have power to purchase the unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes belonging to, convey or otherwise deal with the unit after purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the amount due.

#### Section 8. Statement of Common Expenses

Upon receipt of a written request from a unit owner or his agent, the Board of Directors shall provide a written statement of the unit owner's unpaid common expenses within a reasonable time.

Section 9. Abatement and Enjoining of Violations

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit in which the violation or breach exists and to abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist in the unit contrary to the intent and meaning of the provisions of this Section. The Board of Directors shall not be deemed guilty in any manner of trespass in so acting; or (b) to enjoin, abate or remedy the thing or condition by appropriate legal proceedings.

Section 10. Reserved For Future Use

Section 11. Maintenance and Repair

(a) Subject to the limitations in Section 13 of this Article V, all maintenance and repairs to any unit and the components of the unit (including replacement of window panes and glass doors, if any), structural or nonstructural, ordinary or extraordinary shall be made by the owner of the unit. All plumbing fixtures shall be maintained by the unit owner making use of such fixtures and each unit owner shall be responsible for removal of blockages in the sewer pipes which serve that owner's unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common elements resulting from the unit owner's negligence, misuse or misconduct.

(b) All maintenance, repairs and replacements to the common and limited common elements, other than the plumbing maintenance specifically referred to in Section 11(a), shall be made by the Board of Directors and be charged to all the unit owners as a common expense. In the event that maintenance, repairs or replacements are necessitated by the negligence, misuse or misconduct of a unit owner, all such expenses shall be charged to that unit owner.

Section 12. Use of Property

In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the property shall be subject to the following limitations:

(a) The residential units shall be used for residential purposes only. The garages shall not be used for any purpose other than as a garage.

(b) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units provided, however, that one or more unit owners may reserve the common elements for a temporary special use with the permission of the Board of Directors.

(c) No nuisances shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No immoral, improper, offensive or unlawful use shall be made of the Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be followed. Compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair the affected portion of the Property.

(e) A unit owner shall not place any furniture or other personal property in the common or limited common elements unless permitted by the Board of Directors. A unit owner shall place only those items on the patio, balcony, or parking space assigned to the unit as approved by the rules and regulations adopted by the Board of Directors. The unit owner shall not park or store any motor vehicle which weighs in excess of 6000 pounds, or perform any repair work of any sort upon any type of motor vehicle (except in the case of an emergency) on any part of the common elements or limited common elements, including but not limited to outside parking areas. Other than temporary use by delivery vehicles or contractor service vehicles, no motor vehicle which contains commercial advertising of any kind may be parked or stored on any portion of the common or limited common elements. Boats, Recreational Vehicles and Trailers of any size may not be parked or stored on any part of the common or limited common elements.

(f) No animals, livestock or poultry of any kind used or intended to be used for commercial purposes shall be raised, bred, or kept on the property. Dogs, cats and other household pets may be kept by the unit owners in the living area of their respective units. Limitations on the size and number of pets may be imposed by the Board of Directors by adoption of appropriate rules pursuant to these Bylaws. All pets shall be carried or kept on a leash at all times when not in the units. No pets shall be permitted to cause a nuisance or unreasonable disturbance. Any pet which causes such a nuisance or disturbance to a unit owner shall be permanently removed from the unit at the order of the Board of Directors. All unit owners and occupants shall promptly and regularly clean up the excrement of their pets.

(g) No signs, including but not limited to signs advertising sale or rental of units, shall be allowed in the common elements, limited common elements, or units, except as specifically authorized by the Board of Directors and except as provided in Section 11B of the Declaration.

### Section 13. Additions, Alterations or Improvements by the Board of Directors

Whenever in the judgment of the Board of Directors the common and limited common elements require additions, alterations or improvements costing in excess of \$10,000.00 and the making of the additions, alterations or improvements have been approved by a majority of unit owners, the Board of Directors shall proceed with the additions, alterations or improvements and shall assess all unit owners for the cost as a common expense. Any additions, alterations or improvements costing \$10,000.00 or less may be made by the Board of Directors without approval of the unit owners, and the cost shall constitute a common expense.

#### Section 14. Additions, Alterations or Improvements by Unit Owners

A unit owner may make additions, improvements or alterations within the unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of the building containing the unit or of any portion of the Property. No unit owner may alter any exterior door, window or exterior light fixture without the prior written consent of the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with the additions, alterations or improvements. The provisions of this section shall not apply to units owned by the Declarant until such units have been conveyed by the Declarant.

#### Section 15. Rules of Conduct

Rules and regulations concerning the use of the units and the common and limited common elements may be made and amended by the Declarant for periods prior to the first meeting of members, and thereafter by the Board of Directors with the approval of a majority of residential unit owners. Copies of the rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

#### Section 16. Water and Sewer Charges

Municipal sanitary sewer service and water service will be supplied to all of the units. Charges for sanitary sewer service and water charges will be separately metered for each Unit.

#### Section 17. Electricity

Electricity required to service the units and the common elements is supplied by the public utility companies serving the area. The Condominium Association, acting through its Board of Directors, shall pay the bills for all electricity consumed or used in or for the common elements, and all facility electrical and maintenance charges relating to street lighting, as a common expense. Electricity is separately metered for each unit. Each unit owner shall pay the bills for electricity consumed or used in or for that owner's unit including electricity used in conjunction with the limited common element(s) associated with the unit.

#### Section 18. Right of Access

Each unit owner shall grant a right of access to the unit to the manager, the managing agent and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in the unit and threatening another unit or the common or limited common elements, to install, alter or repair mechanical or electrical services or other common or limited common elements in the unit or elsewhere in the building. Requests for entry shall be made in advance, and entry shall be scheduled for a time reasonably convenient to the unit owner. Provided, in case of an emergency, the right of entry shall be immediate, whether the unit owner is present at the time or not.

## ARTICLE VI - MORTGAGES

### Section 1. Mortgage of Units

Each unit may be separately mortgaged.

### Section 2. Notice to Board of Directors

A unit owner who mortgages a unit shall notify the Board of Directors of the name and address of the mortgagee.

### Section 3. Notice of Unpaid Common Expenses

The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid common expenses or other default by the owner of the mortgaged unit.

### Section 4. Notice of Default

The Board of Directors, when giving notice to a unit owner of a default in paying common expenses or other default, shall send a copy of the notice to each holder of a mortgage covering the unit whose name and address have previously been furnished to the Board of Directors.

### Section 5. Examination of Books

Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

### Section 6. Land Contracts

For purposes of these Bylaws, land contract vendors and vendees shall have the same rights as mortgagees and mortgagors, respectively.

## ARTICLE VII - SALES AND LEASES OF UNITS

### Section 1. Sales and Leases

Unit owners may sell or lease their units or any interest in the units provided the provisions of this Article are followed. A unit owner's sale of the unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements belonging to the unit; (b) the interest of the unit owner in any units previously acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease of those units, if any; and (c) the interest of the unit owner in any other assets of the Association.

Section 2. No Severance of Ownership

No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to a unit without including the interests described in Section 1 of this Article VII and the garage space associated with the unit; it being the intention to prevent any severance of the combined ownership. Any deed, mortgage or other instrument purporting to affect one or more of these interests, without including all interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described. No part of these interests of any unit may be sold, transferred or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which the interests belong, or as part of a sale, transfer or other disposition of that part of these interests belonging to all units.

Section 3. Financing of Purchase of Units by Association

Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses possessed by the Board of Directors, or if those funds are insufficient, the Association may borrow money to finance the acquisition of the unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

Section 4. Waiver of Right of Partition With Respect to Units  
Acquired by Association

In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenants in common, all unit owners shall be deemed to have waived all rights of partition with respect to the unit.

Section 5. Rental

Subject to the terms of this Section 5, Unit owners may rent their units by written lease to whomever and on whatever terms and conditions as they so desire provided the Association is given notice of the name and permanent address of the tenants and of the unit owner and further provided that the lease specifically obligates the tenants to abide by the Declaration; these Bylaws; the Condominium Ownership Act of the State of Wisconsin; and the rules and regulations. Rental of Units shall be further subject to rules and regulations which may be adopted by the Board of Directors pursuant to these Bylaws.

Section 6. Payment of Assessments

No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease a unit unless and until the unit owner shall have paid in full to the Association all unpaid common expenses previously assessed by the Board of Directors against the unit.

## ARTICLE VIII - CONDEMNATION

### Section 1. Common Elements

In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property, the award made for the taking shall be payable to the Association if the award amounts to \$10,000.00 or less, otherwise it shall be payable to the insurance trustee. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect the restoration, and any costs in excess of the award shall be a common expense. The Board of Directors shall effect the restoration in accordance with paragraph (a) of Section 3, Article V of these Bylaws.

### Section 2. Units

In the event of a taking in condemnation or by eminent domain of any of the units, the Association by vote of a majority of unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of the taking) shall determine whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall effect the repair or reconstruction in accordance with paragraph (a) of Section 3, Article V of these Bylaws. Any cost of repair or reconstruction in excess of the award shall be a common expense. If the Association determines not to repair or reconstruct or fails to vote within the 90 day period, the entire net proceeds shall be disbursed to those unit owners whose units have been taken in proportion to the percentage of interest in the common elements belonging to their respective units. If any unit owner is in default in paying common expenses, the amount of the common expenses shall be deducted from that owner's share of the proceeds. Upon receipt of the share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of that owner's undivided percentage interest in the common elements and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect the releases. The unit owner's rights to a share of the proceeds shall be subject to rights of all holders of liens on the unit.

## ARTICLE IX - RECORDS

### Section 1. Records and Reports

The Board of Directors shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records, and books of account of the Association. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least semiannually. In addition, an annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant (which

report need not be certified), shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested it within a reasonable time after the end of each fiscal year.

## ARTICLE X - MISCELLANEOUS

### Section 1. Notices

All notices to the Board of Directors or the Association shall be sent by registered or certified mail to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to the unit or to such other address as may have been designated by the owner from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by registered or certified mail.

### Section 2. Invalidity

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

### Section 3. Captions

The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision of these Bylaws.

### Section 4. Singular - Plural

The use of the singular in these Bylaws shall be deemed to include the plural, whenever the context so requires.

### Section 5. Waiver

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure of enforcement, regardless of the number of violations or breaches which may occur.

Section 6. Insurance Trustee

The insurance trustee shall be a bank in the State of Wisconsin, designated by the Board of Directors and have a capital, surplus and undivided profits of \$500,000.00 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee, and the fees and disbursements shall constitute a common expense.

Section 7. Limitation on Enforcement

No bylaw or rule adopted under a bylaw and no covenant, condition or restriction set forth in the Declaration or deed to any unit may be applied to discriminate against any individual in a manner described in s. 101.22, Wis. Stats. as amended.

ARTICLE XI - CONFLICTS

Section 1. Control of Conflicts

These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflict with the provisions of the Act, the provisions of the Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration or Articles of Incorporation, the Declaration or Articles of Incorporation, as applicable, shall control.

ARTICLE XII - FISCAL YEAR

Section 1. Adoption of Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XIII - AMENDMENTS TO BYLAWS

Section 1. Amendments to Bylaws

These Bylaws may be modified or amended by vote of at least 67% of the authorized votes of all unit owners, which vote shall be taken at a meeting of unit owners duly held for that purpose.

Section 2. Rights of Declarant

No amendment of these Bylaws shall alter or abrogate the rights of Declarant as contained in these Bylaws. Notwithstanding the provisions of Article V - Section I of these Bylaws, or any other provision contained herein with respect to the assessment or collection of assessments or fees by the Association, the Declarant's liability with respect to payment of common expenses shall be limited as specified in the Declaration.

## SECTION 4

# ARTICLES OF CORRECTION

**DO NOT STAPLE**

Ss. 178.50,  
180.0124, 181.0124  
& 183.0112  
Wis. Stats.

State of Wisconsin  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Corporate & Consumer Services



**ARTICLES OF CORRECTION**

1. The Cottages At Village Green Heights Condominium Owners Association, Inc.  
(Name of the corporation, limited liability company, or limited liability partnership before any correction that may be affected by these articles of correction)
2. Articles of Incorporation filed with the Department of Financial  
(Describe the document)

Institutions on 9/14/17 (date) was

- Incorrect at the time of filing (Complete items 1, 2, 3, 4 & 6)
- Defectively executed (Complete items 1, 2, 3 & 5)
- Defective in attestation, seal, verification or acknowledgment (Complete items 1, 2, 3 & 6)

} ( X ) Check any that apply

3. Describe the defect(s): (Specify the incorrect statement and the reason why it is incorrect, or the manner in which the execution is defective.)

The name of the corporation was incorrectly specified

4. Enter the statement in its corrected condition:

The correct name of the corporation is:

The Cottages At Village Green Condominium Owners Association, Inc.

4. Enter the statement in its corrected condition (cont'd):

5. Make the corrected execution:

Executed on \_\_\_\_\_  
(Date)

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

Select and mark (X) below the appropriate title  
of the person executing the document.

\_\_\_\_\_  
(Printed name)

For a corporation

Title:  President  Secretary  
or other officer title \_\_\_\_\_

OR  Incorporator

For a limited liability company

Title:  Member  Manager OR  Organizer

For a limited liability partnership

Title:  Partner

6. Executed on 09/28/2017  
(Date)

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

Select and mark (X) below the appropriate title  
of the person executing the document.

Douglas K. Stanich  
(Printed name)

For a corporation

Title:  President  Secretary  
or other officer title \_\_\_\_\_

For a limited liability company

Title:  Member OR  Manager

For a limited liability partnership

Title:  Partner

This document was drafted by Attorney John U. Schneider  
(Name the individual who drafted the document)



Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation: The Cottages At Village Green Heights  
Condominium Owners Association, Inc.

Principal Office

Mailing Address: 600 52nd Street Suite 200  
City: Kenosha  
State: WI  
Zip Code: 53140

Registered Agent

Registered Agent Individual: Douglas K. Stanich  
Name of Entity:  
Street Address: 600 52nd Street Suite 200  
City: Kenosha  
State: WI  
Zip Code: 53140

Select Statement

Select one statement: The corporation will have members  
Is this corporation authorized to make distributions under the statute?: No  
This document was drafted by: John U. Schneider

Incorporator

Name: John U. Schneider  
Street Address: 1254 West Boulevard  
City: Racine  
State: WI  
Zip Code: 53405

Incorporator Signature

I understand that checking this box constitutes a legal signature: Yes  
Incorporator Signature: John U. Schneider

Optional Articles

The purpose(s) for which the corporation is incorporated: A. To serve as an association of unit owners under the Wisconsin Condominium Ownership Act ("Act") who own certain residential property located in Kenosha

County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the Declaration may be amended from time to time (the "Declaration") for The Cottage At Village Green Heights Condominium (the "Condominium") as recorded in the office of the Register of Deeds for Kenosha County, Wisconsin; B. To serve as a means through which the unit owners may collectively and efficiently manage, maintain, operate, reconstruct and care for the Property in accordance with the Act and the Declaration; and C. To engage in any lawful activity permitted by the Act and Declaration for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-stock Corporation Law.

**Delayed Effective date:**

**Directors**

<b>Name:</b>	Douglas K. Stanich
<b>Street Address:</b>	600 52nd Street Suite 200
<b>City:</b>	Kenosha
<b>State:</b>	WI
<b>Zip Code:</b>	53140
<b>Name:</b>	Todd Stanich
<b>Street Address:</b>	600 52nd Street Suite 200
<b>City:</b>	Kenosha
<b>State:</b>	WI
<b>Zip Code:</b>	53140
<b>Name:</b>	John U. Schneider
<b>Street Address:</b>	1254 West Boulevard
<b>City:</b>	Racine
<b>State:</b>	WI
<b>Zip Code:</b>	53405

**Optional Contact Information**

<b>Name:</b>	John U. Schneider
<b>Address:</b>	1254 West Boulevard
<b>City:</b>	Racine
<b>State:</b>	WI
<b>Zip Code:</b>	53405
<b>Phone Number:</b>	262-634-6010
<b>Email Address:</b>	jschneider@ambassadortitlecorp.com

**Endorsement**

	FILED
<b>Received Date:</b>	09/14/2017

ARTICLES OF CORRECTION

┌ ┌  
Attorney John U. Schneider  
1254 West Boulevard  
Racine, WI. 53405

└ └

▲ Enter your return address within the bracket above.

Phone number during the day: ( 262 ) 634 - 6010

SECTION 5

CONDOMINIUM  
MANAGEMENT  
CONTRACT

# CONDOMINIUM MANAGEMENT CONTRACT ("Agreement")

WHEREAS, The Cottages at Village Green Condominium Association, LLC. a nonstock, nonprofit, membership homeowner's association desires to engage the services of a managing agent, in accordance with its Bylaws and

WHEREAS, Stanich Realty LLC. is willing to and desires to act as manager and managing agent for The Cottages at Village Green Homeowner's Association.

NOW, THEREFORE, it is mutually agreed by and between The Cottages at Village Green Condominium Association, LLC. (hereinafter called Association) and Douglas Kent Development, Inc. (hereinafter called Manager) as follows:

1. **EMPLOYMENT:** The Association hereby employs the Manager to manage the property known as The Cottages at Village Green Condominiums located on lands described in the Declaration of Condominium, located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (hereinafter called Premises). The Manager hereby accepts employment and agrees to perform its duties and responsibilities.
2. **TERM:** The terms of this Agreement shall be for twelve (12) months commencing on the effective date specified in paragraph ten (10) of this Agreement entitled, "Effective Date: Commencement of Term", and terminating on the last day of the eleventh month after such commencement date. Notwithstanding the above, this Agreement may be terminated by either party at any time upon ninety (90) days written notice: but at such time as the Association's Bylaws shall time upon sixty (60) days written notice to the manager, and by the Manager at any time upon sixty (60) days written notice to the Association. If this Agreement is not terminated by either party before the expiration of the initial twelve (12) month term, this Agreement shall be automatically renewed upon the same terms for an additional twelve (12) month term.
3. **COMPENSATION:** The Association shall pay the Manager' fee equal to \$25.00 per unit per month for each month of employment.
4. **INSURANCE:** The Manger shall be named as an additional insured for the Association's policy of liability insurance. The Association shall not be liable for negligent or intentional acts of the Manager and/or acts or events not covered by insurance.
5. **DUTIES:** The Manager shall:

**FEE DEPOSITS:**

a) Maintain a checking account in the Association's name for the deposit of all fees collected on behalf of the Association's business accounts. All fees collected shall be deposited into the Association's checking account within a reasonable length of time after receipt by the Manager. The Manager shall be authorized to disburse funds as approved by the Association's Board of Directors in accordance with the Association policy.

**OPERATING RESERVES:**

b) Maintain an interest-bearing account in the Association's name for the deposit of all operating reserves collected on behalf of the Association. All such amounts collected shall be deposited in the Association's savings account within a reasonable length of time after receipt by the Manager. Such savings account shall bear interest at a prevailing rate. The Manager shall be authorized to disburse funds as approved by the Association's Board of Directors in accordance with Association policy.

**ASSESS OWNERS:**

c) Assess and invoice The Cottages at Village Green Unit Owners (hereinafter called Unit Owners) for any fees (except monthly Condominium Association Fees), fines, assessments, penalties, delinquencies, and late

charges in accordance with the Association's Bylaws and/or any rules regulations adopted by the Association Board of Directors.

**BILL PAYING:**

d) Receive all bills and invoices at the Manager's office. The Manager shall have authority to draft and sign checks on behalf of the Association in accordance with the policy of the Association's Board of Directors.

The Manager shall be responsible for mailing the checks within the allotted time frames established by the invoices received. The expenses of postage, printing, and office supplies related to the bill paying process shall be paid by the Association.

**MEETINGS:**

e) Unless otherwise directed by the Association's Board of Directors, the Manager shall coordinate and attend all regular and special meetings of the Unit Owners. In advance of the meetings, the Manager shall prepare any notices required to be made under the Association's Bylaws and shall mail or deliver the notices to those persons entitled to notice. The expenses of postage and office supplies for giving such notices shall be paid by the Association. For each meeting, the Manager shall:

1. Prepare an agenda outlining old business, new business, committee reports, Association correspondence, and any other matters pertinent to that meeting:
2. Prepare a financial statement indicating Association fees received, fees delinquent, disbursements against the Association accounts, and the present Association account balances in both the Association's checking account and the Association's savings account, and:
3. Except for special meetings not requiring this information, prepare a review of the annual budget indicating the actual expenses year-to-date in relation to the budget for the purpose of comparison of the accounts in relationship to the annual projections.

**ADVISOR:**

f) Act in an advisory capacity to the Board of Directors and Officers of the Association in matters of general management procedures, overall maintenance, repairs and improvements. The Manager shall recommend preventative maintenance and emergency procedures.

**OPERATIONS:**

g) Oversees and supervises the buildings and grounds of the Premises and the daily operations of the Association's employees. The Manager shall give instructions to all employees, if any, and all employees shall be responsible to the Manager.

**PROPERTY MAINTENANCE:**

h) Establish and implement a complete maintenance repair program; inspect the Premises on a regular basis; respond to all common area emergencies and maintenance requests promptly and affectively; obtain, review, and recommend bids for annual services and major repair of improvement projects; secure the most effective and cost efficient maintenance and repair service available; and at all times, pass all savings on to the Association.

**CONTRACTS:**

i) Solicit bids for seasonal, common area maintenance, unscheduled, and routine contracts affecting the Premises and submit the bids received to the Association's Board of Directors for action; provided, however, and unless the Board of Directors of the Association directs otherwise, the Manager shall not be required to solicit bids nor obtain Board of Director approval in order to enter contracts for amounts less than \$1,000.00 which relate to nonrecurrent, unscheduled maintenance. If, however, the Manager enters into such a contract on behalf of the Association, the Manager shall promptly give written notice to the Secretary of the Association that such right was exercised by the Manager, and the Manager shall specify in the written notice: the amount

and date of the contract, the parties to contract, and necessity for entering the contract. The Manager shall oversee the performance of all work by independent contractors hired to perform work for the Association. The Manager shall review all insurance contracts to determine if policies are proper and adequate to meet the needs of the Association and shall notify the Association's Board of Directors of renewal dates to assure that no lapse in coverage occurs. Upon request of the Association's Board of Directors, the Manager shall secure bids for insurance, and assist in coordinating insurance claims on behalf of the Association.

**OFFICE:**

j) Maintain an office to which all correspondence and invoicing can be directed. The Manager shall be available to accept correspondence and verbal inquires concerning the Association's business. The Manager shall act for the Association in corresponding with any persons, firms, or entities working for or in any manner affiliated with the Association. All office correspondence affecting the Association in any manner shall be kept on file at the office of the Manager and made available for inspection or review to any member of the Board of Directors of the Association during normal business hours.

**BOOKS:**

k) The Manager shall maintain a set of books and records for the Association accurately reflecting the Association's business transactions, income, expenses, assets, and liabilities. The books and records shall be available for inspection or review to any member of the Board of Directors of the Association during normal business hours. Upon termination of this Agreement, the Manager may duplicate and retain, at its expense, a copy of the books and records, computer software, and other information in machine and/or readable form generated by the Manager with respect to its employment by the Association, shall be promptly delivered to the Board of Directors of the Association by the Manager.

**Monthly Financial Statements:**

1. Prepare and deliver to the Association's Board of Directors monthly financial statements, including a balance sheet and a comparative income statement.

The comparative income statement shall reflect income and expenses of the Association for the month for which the statement is prepared, and for the proceeding month. The budget account listing shall include budget items, expenditures on a monthly and year-to-date basis, and a comparison of the actual monthly and year-to-date expenditure with the budgeted expenditures regarding budget items. The monthly financial statements shall accurately reflect the Association's business transactions, income, expenses, assets, and liabilities, and shall be delivered by the Manager to the Association's Board of Directors by the twentieth (20<sup>th</sup>) business day of the month following the month to which the financial statements pertain. After receipt and reasonable time to examine such financial statements, the Association may require the Manager to submit written documentation supporting such statements or parts thereof.

**ANNUAL BUDGET:**

l) Assist the Association's Board of Directors in the preparation of an annual budget, including an analysis of the capital improvement fund or reserve. The Manager's report shall include the estimated replacement cost of capital improvements, the estimated life of structural components of buildings and grounds, and the adequacy of the capital reserve.

**HOURS:**

m) Receive and respond to all telephone calls, correspondence and inquires regarding the Premises from residents, Unit Owners, and contractors. Unit Owner shall be notified by the Manager to direct all management inquires to the Manager, and the Manager shall notify Unit Owners of the procedure for the collection of monthly Association fees, and the procedures for reporting: emergency situations; items in need of attention or repair; suggestions; questions; and complaints. The Manager shall, subject to paragraph six (6) of this Agreement, hire and engage a staff of sufficient personnel to perform the responsibilities and duties set forth in this contract.

**AGENT:**

n) Act as registered agent for the Association and in that capacity, shall notify the Association's Board of Directors of any legal documents or other papers served upon the Manager in such capacity.

6. **AUTHORITY:** The Manager shall have the following powers and authority during the term of the contract, to which:

**EMPLOY:** To employ and discharge, upon direction of the Association's Board of Directors, all employees and contractors required for the operation and maintenance of the Premises.

**TO ACT:** To make reasonable and prudent decisions and act upon them in the case of emergency or in the case where immediate action is required and the President and/or Vice President of the Association are not able to be contacted.

**COLLECTION:** To collect all fees required to be paid by Unit Owners and upon approval of the Board of Directors, retain the service of a collection agency or attorney to assist in the collection of fees.

7. **BINDING EFFECT:** This Agreement shall be binding upon the successors and assigns of the Manager, and the successors and assigns of the Association.

8. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the parties and no variance or modification thereof shall be valid or enforceable except by supplemental agreement(s) in writing executed in the same manner as this Agreement.

9. **SEVERABILITY:** Of any term or condition of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of the agreement shall not be affected and all other terms and conditions shall be valid and enforceable.

10. **EFFECTIVE DATE:** The effective date of this contract shall be October, 12, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this Condominium Management Contract to be signed by their duly authorized officers on the 12<sup>th</sup> day of October, 2017.

The Cottages at Village Green Condominium Association

By: \_\_\_\_\_  
Douglas K. Stanich  
The Cottages at Village Green Condominium  
Association

By: \_\_\_\_\_  
Stanich Realty LLC  
Douglas K. Stanich

SECTION 6

THE COTTAGES AT  
VILLAGE GREEN  
PROPOSED BUDGET  
PHASE 1 – 31 UNITS

**The Cottages at Village Green  
Budget (per unit)  
Phase One - 31 Units**

30-Aug-17

Douglas Kent Development

Income	Monthly	Annual	31 Monthly	31 Annual
Condominium Fees Per Unit	\$245.00	\$2,940.00	\$7,595.00	\$91,140.00
Interest Income				
Miscellaneous Income				
<b>TOTAL INCOME</b>	<b>\$245.00</b>	<b>\$2,940.00</b>	<b>\$7,595.00</b>	<b>\$91,140.00</b>

Administration Expenses	Monthly	Annual	31 Monthly	31 Annual
Management Fee	\$25.00	\$300.00	\$775.00	\$9,300.00
Legal & Accounting	\$2.00	\$24.00	\$62.00	\$744.00
Telephone	\$2.00	\$24.00	\$62.00	\$744.00
Bank Charges	\$1.00	\$12.00	\$31.00	\$372.00
Office Supplies	\$2.00	\$24.00	\$62.00	\$744.00
Postage	\$2.00	\$24.00	\$62.00	\$744.00
Bad Debts				
<b>TOTAL ADMINISTRATION EXPENSES</b>	<b>\$34.00</b>	<b>\$408.00</b>	<b>\$1,054.00</b>	<b>\$12,648.00</b>

Operating Expenses	Monthly	Annual	31 Monthly	31 Annual
Property Insurance	\$22.00	\$264.00	\$682.00	\$8,184.00
Electrical Expense (Fountain/Street L	\$3.00	\$36.00	\$93.00	\$1,116.00
Water (Landscape Irrigation)	\$20.00	\$240.00	\$620.00	\$7,440.00
Snow Removal	\$15.00	\$180.00	\$465.00	\$5,580.00
Lawn Care	\$36.00	\$432.00	\$1,116.00	\$13,392.00
Landscape Expense	\$15.00	\$180.00	\$465.00	\$5,580.00
Maintenance (hardware/materials)	\$15.00	\$180.00	\$465.00	\$5,580.00
<b>TOTAL OPERATING EXPENSES</b>	<b>\$126.00</b>	<b>\$1,512.00</b>	<b>\$3,906.00</b>	<b>\$46,872.00</b>

Reserve Expenses	Monthly	Annual	31 Monthly	31 Annual
Roof Repair/Maintenance	\$25.00	\$300.00	\$775.00	\$9,300.00
Painting Repair/Maintenance	\$25.00	\$300.00	\$775.00	\$9,300.00
Concrete Repair	\$10.00	\$120.00	\$310.00	\$3,720.00
General Repairs	\$20.00	\$240.00	\$620.00	\$7,440.00
Contingency	\$5.00	\$60.00	\$155.00	\$1,860.00
<b>TOTAL RESERVE EXPENSES</b>	<b>\$85.00</b>	<b>\$1,020.00</b>	<b>\$2,635.00</b>	<b>\$31,620.00</b>

**SECTION 7**

**LEASES**

**NONE**

## SECTION 8

# EXPANSION PLANS



DOCUMENT  
1805202

RECORDED  
At Kenosha County, Kenosha WI 53148  
Jodi Lynn R. Storz, Registrar of Deeds  
September 23, 2017 4:06 PM  
Page 14

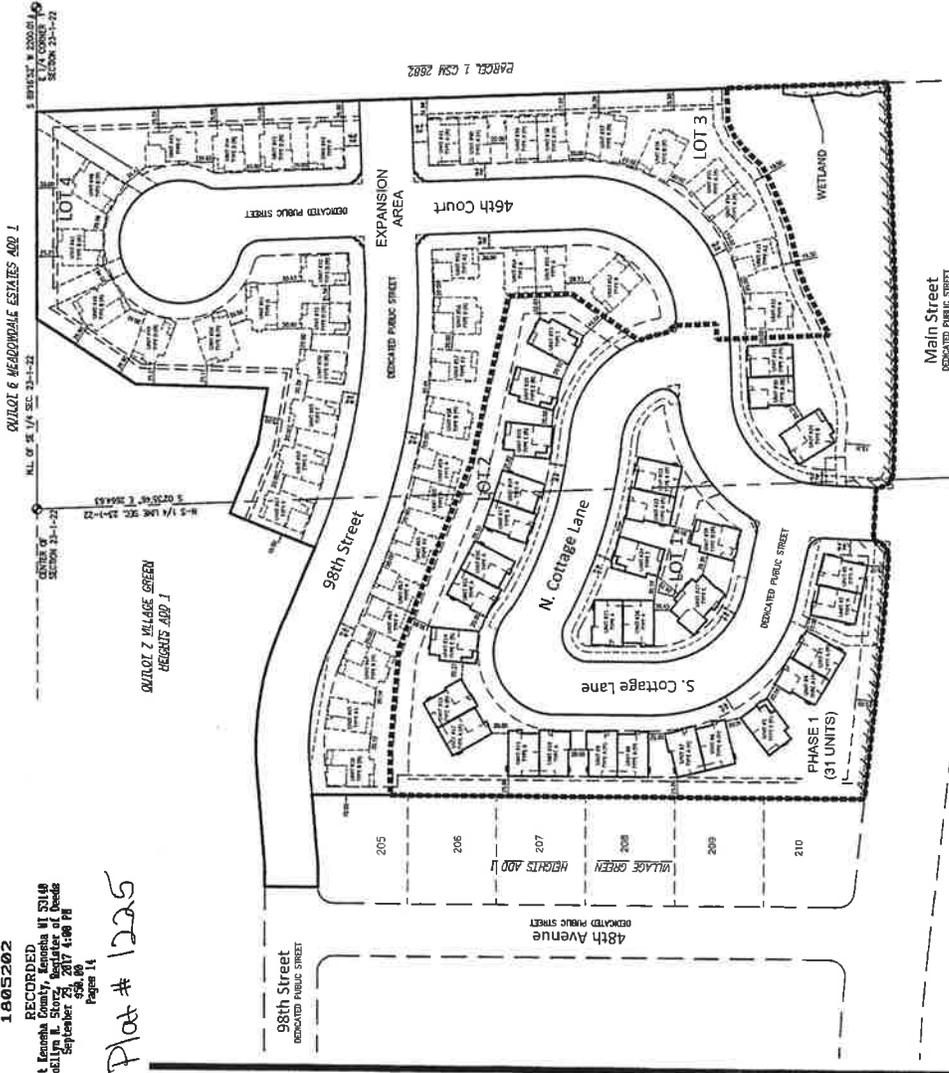
Plot # 1225

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

DIMENSIONED SITE PLAN  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



120' 0' 120'  
SCALE 1"=120'



*Madsen + Barber*  
9-7-17

### LEGEND

BEARING BASE: GRID NORTH, WISCONSIN  
COORDINATE SYSTEM, SOUTH ZONE.  
BASED UPON MAD 1927.

- 1" O.D. IRON PIPE FOUND
- 5/8" O.D. X 18" REBAR - 1.0LBS/LIN FT. SET
- ⊗ CONC. MON. W/ BRASS CAP FOUND
- |||| NO VEHICULAR ACCESS
- ..... PHASE LINE

SHEET 2 OF 14

**nmb** Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd. Suite 200, Racine, WI, 53406  
Tele: (262)634-5588 Website: www.nmbnc.net

2012.0111.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

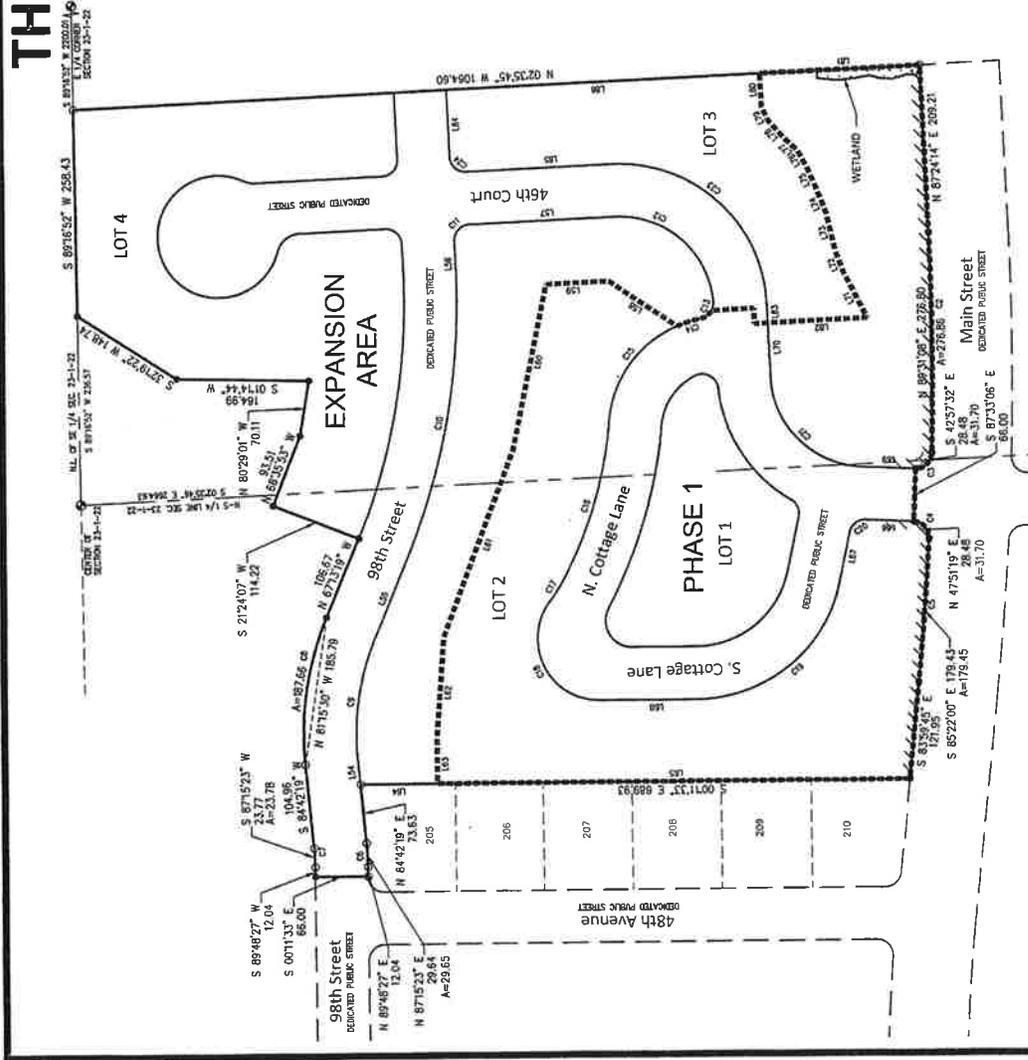
PHASE 1 AND EXPANSION AREA  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



DOCUMENT  
1805202

RECORDED  
At Kenosha County, Kenosha WI 53148  
Jocelyn K. Story, Registrar of Deeds  
September 28, 2017 4:06 PM  
Page 14

Plot # 1225



Line #	Length	Direction
L71	63.50	N62°42'28"E
L72	27.88	N62°26'17"E
L73	50.55	N72°52'42"E
L74	31.54	N62°22'02"E
L75	39.62	N62°21'31"E
L76	23.58	N62°21'42"E
L77	18.03	N33°22'07"E
L78	20.49	N62°25'12"E
L79	18.83	N62°24'48"E
L80	41.09	N62°24'15"E
L81	108.07	S62°28'42"E
L82	123.27	S27°43'58"E
L83	28.11	S61°14'37"W
L84	83.88	S62°24'17"W
L85	144.84	S62°25'42"E
L86	385.03	N62°25'42"W

Line #	Length	Direction
L54	31.32	S60°42'18"W
L55	100.17	S60°18'18"W
L56	28.35	S61°24'11"W
L57	144.84	N62°20'42"W
L58	102.45	S27°33'17"W
L59	78.93	S27°33'42"E
L60	254.44	S33°31'02"E
L61	244.00	S50°57'19"E
L62	100.03	S67°48'02"E
L63	55.50	S67°48'27"E
L64	81.00	S67°11'33"E
L65	666.63	N62°11'33"W
L66	81.03	S62°25'34"W
L67	42.17	S70°11'01"E
L68	122.11	S67°11'32"E
L69	88.34	S27°29'42"E
L70	89.24	N61°14'18"E

Curve #	Radius	Arc	Chord Direction	Chord Length
C1	370.00	376.88	N63°31'08"E	278.80
C2	20.00	31.70	S42°27'32"E	28.88
C3	20.00	31.70	S67°41'18"E	28.46
C4	370.00	178.43	S62°22'02"E	179.43
C5	317.50	155.33	N61°14'48"E	155.77
C6	500.00	368.79	N61°14'28"W	368.00
C7	20.00	31.72	N67°25'45"W	28.25
C8	117.00	174.27	N61°14'38"E	162.24
C9	30.00	29.25	S22°41'18"E	26.71
C10	44.00	31.12	S31°14'48"E	21.08
C11	44.00	31.12	N64°09'07"W	147.21
C12	517.00	324.08	N72°52'26"W	320.82
C13	411.00	32.00	N67°02'20"W	32.85
C14	72.00	172.55	S63°28'48"W	138.84
C15	165.00	242.83	S39°14'17"E	205.31
C16	200.00	28.18	S27°22'04"E	25.89
C17	117.00	175.17	N44°20'22"E	177.78
C18	183.00	256.88	S62°16'36"W	258.45
C19	20.00	31.43	S42°24'15"W	28.23



Mark C. Madsen  
9-7-2017

LEGEND  
BEARING BASE: GRID NORTH, WISCONSIN  
COORDINATE SYSTEM, SOUTH ZONE  
BASED UPON NAD 1927.  
----- NO VEHICULAR ACCESS  
\*\*\*\*\* PHASE LINE

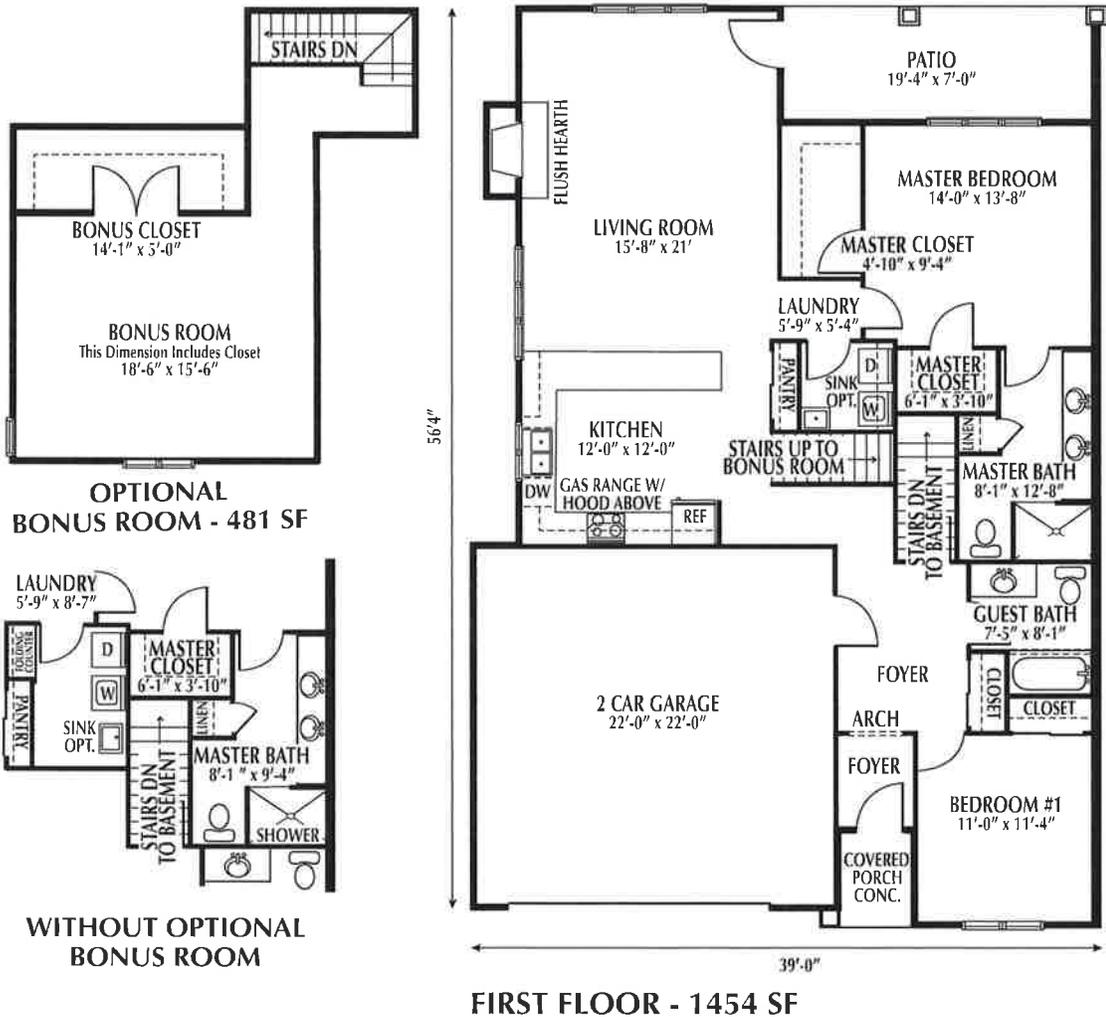
**mbo** Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI 53406  
Tele: (262)634-3586 WebSite: www.nmbse.net

## SECTION 9

# FLOOR PLANS

# ARBOR

1,454 SF | Ranch Duplex | 2 Bedroom | 2 Bath | Optional Bonus Room - 481 SF



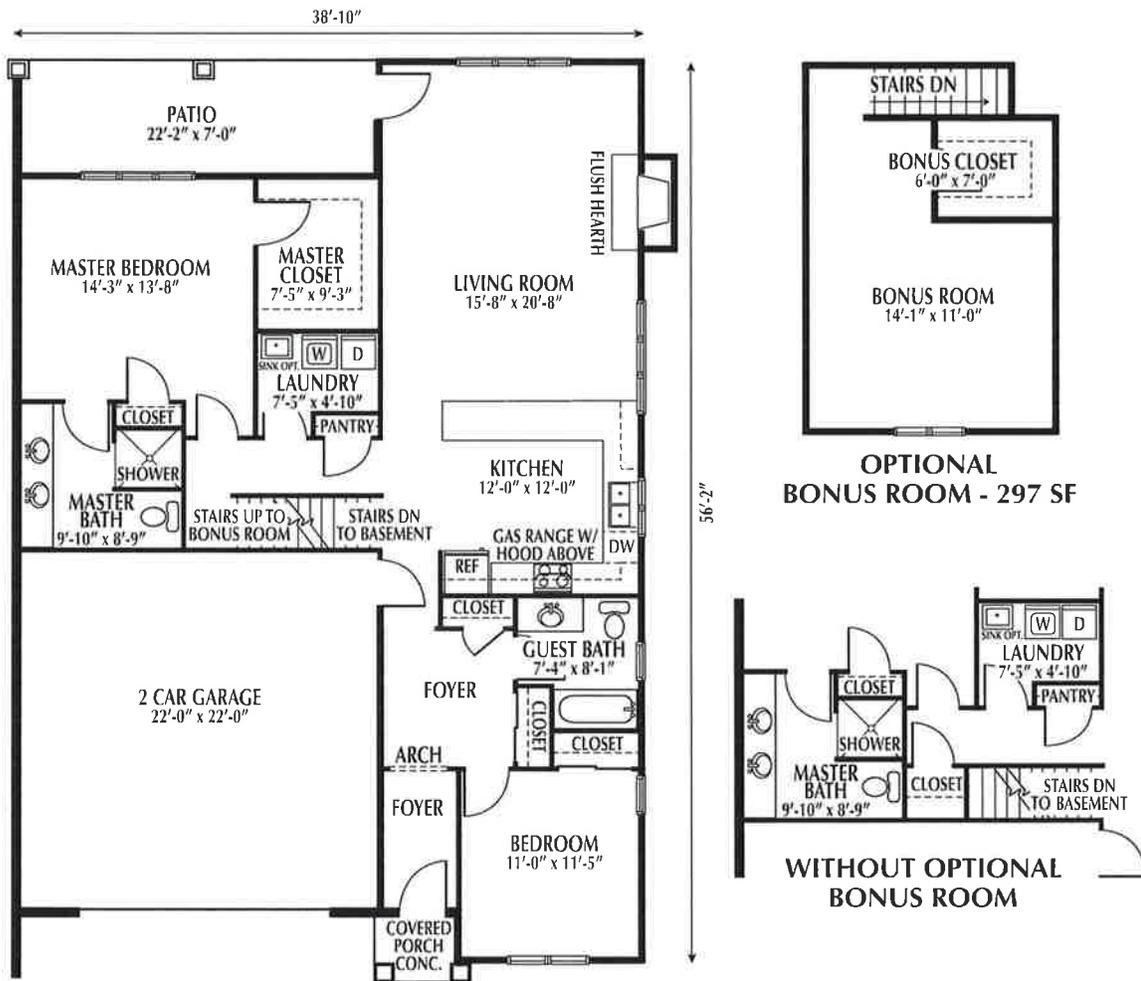
The Declarant shall be the authority for the proper usage, arrangements and placement of fixtures, equipment and materials in accordance with recognized standards, the Condominium Plat and this Declaration. Slight deviations from the Plat or this Declaration shall be construed as substantial compliance with this Declaration. Any deviations from the Plat or this Declaration shall not change the overall aesthetic effect of a Unit or the Condominium and shall include materials at least equal in quality to those called for in this Declaration. Room measurements are estimated sizes, subject to minor variations based on actual construction.



A Community By **DOUGLAS KENT** *Development*

# AUGUSTA

1,456 SF | Ranch Duplex | 2 Bedroom | 2 Bath | Optional Bonus Room - 297 SF

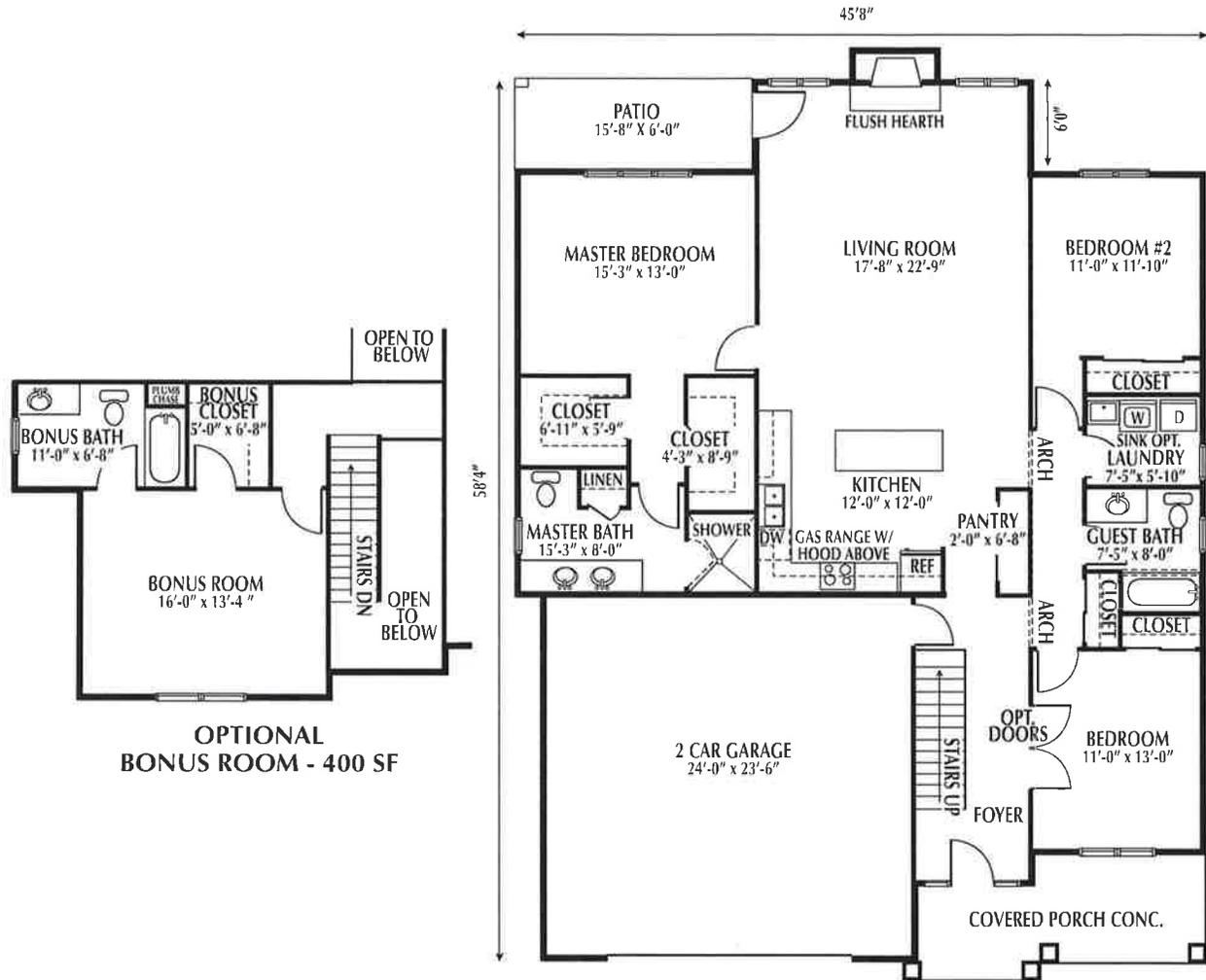


FIRST FLOOR - 1456 SF

The Declarant shall be the authority for the proper usage, arrangements and placement of fixtures, equipment and materials in accordance with recognized standards, the Condominium Plat and this Declaration. Slight deviations from the Plat or this Declaration shall be construed as substantial compliance with this Declaration. Any deviations from the Plat or this Declaration shall not change the overall aesthetic effect of a Unit or the Condominium and shall include materials at least equal in quality to those called for in this Declaration. Room measurements are estimated sizes, subject to minor variations based on actual construction.



A Community By **DOUGLAS KENT** *Development*



## BEDFORD - RANCH PLAN - 1,790 SF

**262-358-9250**

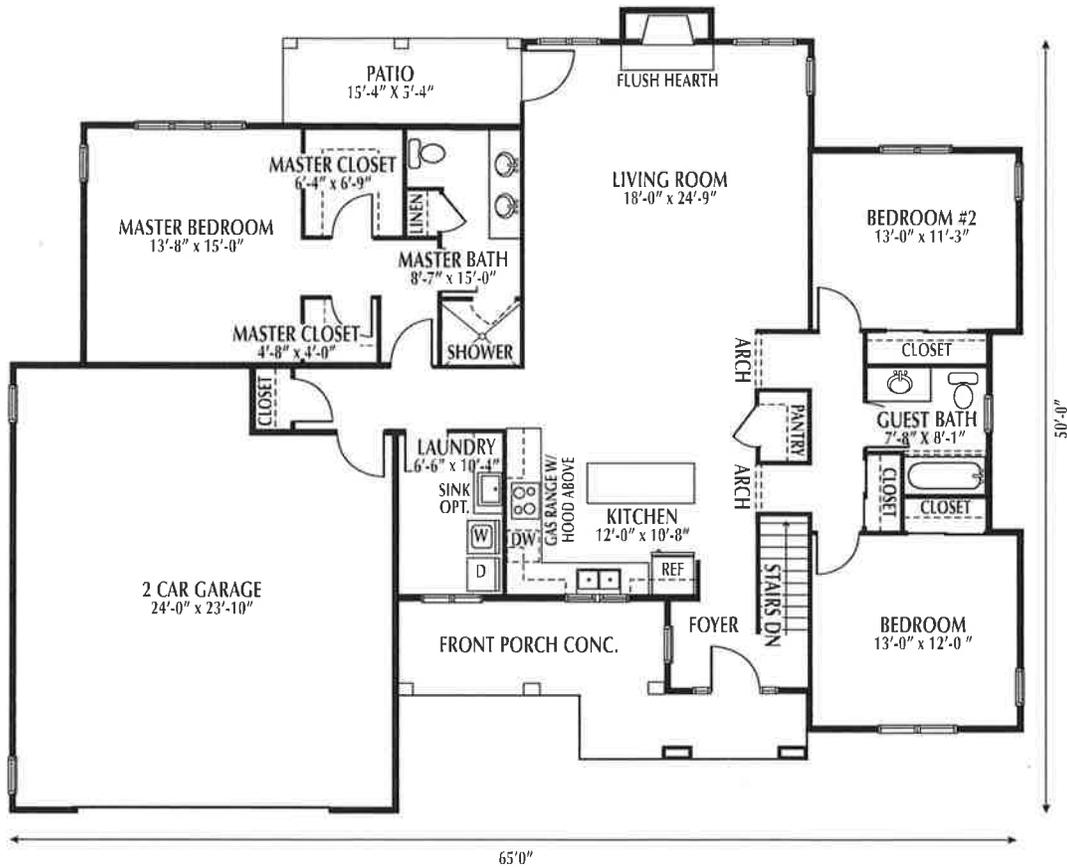
Email: [Sales@TheCottagesAtVillageGreen.com](mailto:Sales@TheCottagesAtVillageGreen.com)

[www.TheCottagesAtVillageGreen.com](http://www.TheCottagesAtVillageGreen.com)

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8.4.17



## CAMBRIDGE - RANCH PLAN - 1,825 SF

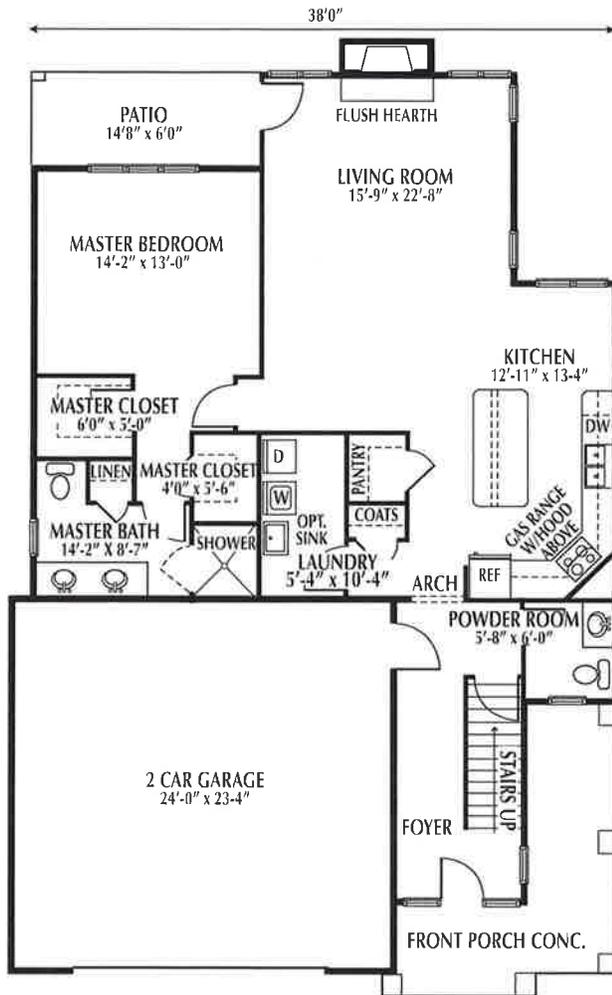
**262-358-9250**

Email: [Sales@TheCottagesAtVillageGreen.com](mailto:Sales@TheCottagesAtVillageGreen.com)

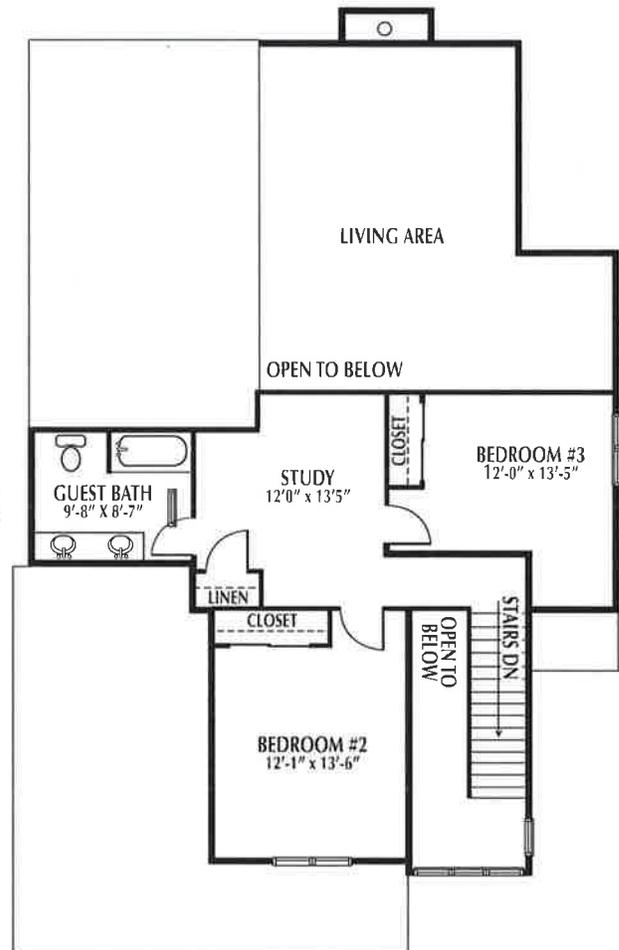
[www.TheCottagesAtVillageGreen.com](http://www.TheCottagesAtVillageGreen.com)

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FIRST FLOOR 1,320 SF



SECOND FLOOR 600 SF

DOVER - TWO STORY - 1,920 SF

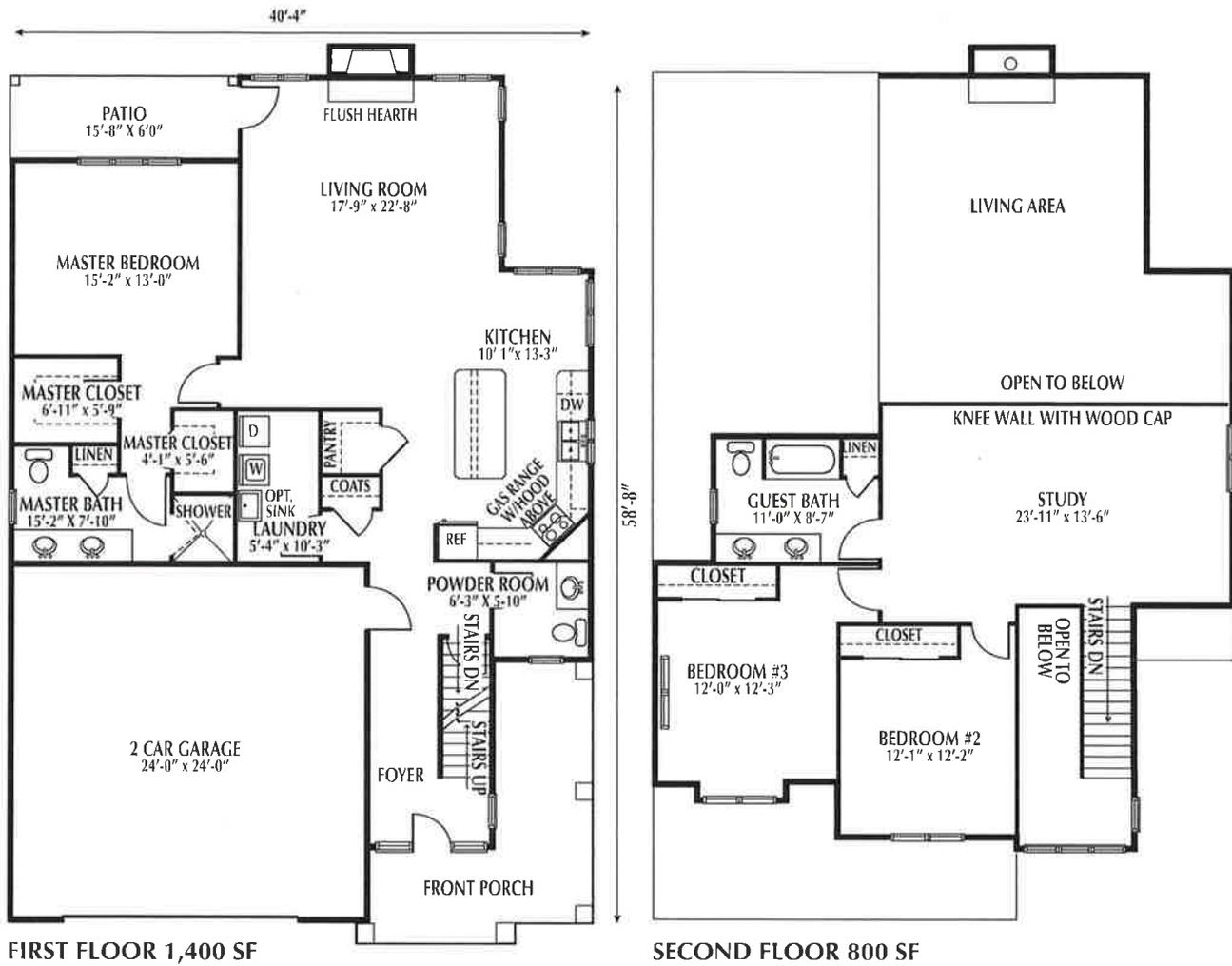
262-358-9250

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ESSEX - TWO STORY - 2,200 SF

262-358-9250

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