

***BRANDY LAKE
CONDOMINIUM HOMES, INC.
DISCLOSURE MATERIALS***

**TOWNSHIP OF ARBOR VITAE
WISCONSIN**

Declarant: Brandy Lake Condominiums, Inc.
300 Brandy Point Drive, #99
Arbor Vitae, WI 54568

This document is a copy of the original documents, scanned and modified only for readability, page numbering, and digital distribution. Updated and produced on August 8, 2016 from the original disclosure documents and amendments.

The Bylaws were updated in July, 2017, per Association vote

‘Board of Directors and Officers’ & ‘Monthly Fees’ updated 1/1/2021

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISION CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGE IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.



Brandy Lake Property Owners Association

Acknowledgement and Receipt of Condominium Documents

Brandy Lake Property Owners Association, Inc • 300 Brandy Point Drive #99 •
Arbor Vitae, WI 54568

I, _____, hereby acknowledge that I have received the following documents from a Real Estate Broker or an Agent of Brandy Lake Property Owners Association, in the form of one Disclosure Materials Packet:

- I. Declaration
- II. Rules and Regulations
- III. Annual Operating Budget
- IV. Articles of Incorporation
- V. Bylaws
- VI. Floor Plan and Map

The above are the legal documents covering your rights and responsibilities as a condominium owner. If you do not understand any provision contained therein, you may request explanation of any of the disclosure materials that are unclear or seek professional legal advice.

This acknowledgement will be filed and held with the Brandy Lake Property Owners Association, Board of Directors.

Thank you.
Brandy Lake Property Owners Association; Board of Directors

Signature _____

Unit Number _____ Date _____

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The Disclosure Materials the Declarant is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

ACKNOWLEDGEMENT & RECEIPT

Please sign this acknowledgement and return it to the board, at 300 Brandy Point Drive, #99, Arbor Vitae, WI 54568

DECLARATION

The Declaration establishes and describes the Condominium, the units and the common areas.

Includes Declaration, First Amendment, Second Amendment, floor plans, and map.

EXHIBIT A: 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.

EXHIBIT B: 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 payments.

EXHIBIT C: BYLAWS

The Bylaws contain rules which govern the Condominium and effect the rights and responsibilities of unit owners.

EXHIBIT D: RULES AND REGULATIONS

The Association has adopted various rules and regulations which affect the use and occupancy of each unit.

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RECORDED

DECLARATION OF
BRANDY LAKE CONDOMINIUMS

OCT 04 1996

11:45 am

Alona Richter
REGISTER OF DEEDS, VILAS CO., WI

Harold Scrabell
Ranner
50^{pt}

ARTICLE I. DECLARATION OF CONDOMINIUM OWNERSHIP

A. Declaration: Brandy Lake Condominiums, Inc., hereinafter referred to as the "Declarant", being the owner of a parcel of real estate situated in the Town of Arbor Vitae, Vilas County, Wisconsin, described in the next paragraph, makes the following Declaration for the purpose of subjecting such real estate and the improvements thereon, to the condominium form of ownership and use, under the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, and the terms and conditions of this Declaration.

B. Legal Description: See Addendum A, attached hereto, for complete legal description of property subjected to the act by Declarant.

ARTICLE II. DEFINITIONS

A. Name and Address: The name by which this Condominium is to be identified is "Brandy Lake Condominiums", and it is located in the Town of Arbor Vitae, Vilas County, Wisconsin. The mailing address is P.O. Box 89, Minocqua, Wisconsin 54548.

B. Definitions: The following words and terms used herein shall have the same meaning, unless the context requires otherwise, as follows:

(1) **"Act"** means the Condominium Ownership Act as now set forth in Chapter 703, Wis. Stats., or as hereafter amended.

(2) **"Association"** means Brandy Lake Property Owners' Association, Inc., a nonstock nonprofit corporation organized pursuant to Section 703.15(2), Statutes. The administration of the Association shall be governed by the Declaration and the By-Laws of Brandy Lake Property Owners' Association, Inc.

(3) **"Building"** means any structure(s) contained in or constituting the respective Units or constituting a Common or Limited Common Element, located on the Property and shown on the Plat.

(4) **"Common Elements"** mean all of the Condominium except its units and the limited Common Elements.

(5) **"Common Expenses"** mean:

(a) All sums lawfully assessed against the Unit Owners by the Association; and

(b) Expenses declared Common Expenses by the Act, by this Declaration or by the Bylaws of the Association.

(6) **“Declarant”** means Brandy Lake Condominiums, Inc. owner of an entire interest in the Property and who is subjecting the Property to this Declaration.

(7) **“Declaration”** means this instrument which makes the property subject to the act and this instrument as it may be amended from time to time.

(8) **“Limited Common Elements”** means a portion of the Common Elements serving exclusively one or more Units as an inseparable appurtenance thereto including, but not limited to, those areas provided by Section 703.09(d), Wis. Stats., and those areas designated on the Plat or in this Declaration as Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of one or more but less than all Unit Owners.

(9) **“Person”** means any individual, corporation, partnership, association, trustee, or other legal entity.

(10) **“Plat”** means the Plat of survey of the Property and scale drawings of the individual Units showing all Units and the real estate submitted, pursuant to the provisions of the Act, said Plat by this reference incorporated herein and recorded simultaneously with this Declaration.

(11) **“Property”** means the air space, the land, the buildings, and all improvements thereto, all owned in fee simple absolute by the Declarant at the time of recording this Declaration, and all easements, rights and appurtenances belonging thereto, all articles of personal property used in connection therewith, and all fixtures and equipment intended for the use, benefit or enjoyment of the Unit Owners, whether in common or as a part of a Unit, as submitted under this Declaration.

(12) **“Unit”** means that part of the Property designated as a "Unit" on the Plat, described further in this Declaration, and intended for independent and exclusive use.

(13) **“Unit Owner”** means the person or persons who own a Unit and an undivided interest in the Common and Limited Common Elements and facilities appurtenant to such Unit.

(14) **“Unit Number”** means the number identifying a Unit in this Declaration and on the Plat.

ARTICLE III. CONDOMINIUM UNITS

A. Description of Units: The Unit number of each Unit, its location, size and the immediate Common or Limited Common Elements to which it has access and other descriptive data are shown on the Plat. The legal description of each Unit shall hereafter consist of the Building Letter and Unit Number as shown on the Plat together with reference to the recording data of this Declaration and shall be a good and sufficient description for all purposes. There are sixty-four (64) Units, in eight (8) buildings, (Letters A through H) numbered consecutively in each building (1-64). Some of the units will be constructed after recordation of this Declaration

Each upstairs Unit includes a one car garage at ground level together with the private stairway leading to the Unit. Some Units (28) will have a second Garage Unit which will be separated from the Unit but assigned with it and identified as Garage Buildings G-1 through G-4, Units 65-92. The interior surface of the perimeter walls, floors, and ceilings of each Garage Unit including the doors, windows, window frames and door frames are part of the Unit to which the Garage Unit is assigned.

The Unit Boundary of each Unit shall include that part of the building, which lies within the following boundaries:

- a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit.
- b. The horizontal boundaries for each floor of the Unit shall be:
 - (i) the lower boundary - the plane of the base floor;
 - (ii) the upper boundary - the plane of the interior undecorated ceiling.
- c. All windows, window frames and doors, including all glass in windows and doors shall be part of the Unit.
- d. The Unit shall include the furnace and air conditioning condensers servicing the Unit.

B. Description of Buildings: The buildings on the Property are shown on the Plat. The buildings are two-story buildings with four (4) units on the ground level and four (4) units on the second floor level.

C. Description of the Common Elements: The Common Elements shall consist of all the property described in this Declaration, except the individual Units and the Limited Common Elements, and shall include the land, roads, beaches, piers, boat-slips, steps, trails, playground areas, recreation areas, recreation building, landscaping, and all fixtures or equipment, water meters, electrical wiring, meters, conduits, public utility poles and lines, water lines, irrigation pump, sewer lines, air conditioning and heat ducts, one mechanical space in each building, riparian rights, marshes, and wet lands and all other unassigned areas or items of personal property not located within the boundaries of a Unit and not designated herein as Limited Common Elements, whether shown on the Plat or not.

D. Description of the Limited Common Elements: The Limited Common Elements shall consist of the following:

(1) Decks and Patios - A deck and/or patio services and is immediately adjacent to each unit and is for the exclusive use of the owner of that respective unit. The perimeters of these limited common elements are shown as dotted lines on the plat.

(2) Vehicle Parking Spaces - One parking space is reserved as a limited common element for the exclusive use of each unit owner. These spaces are shown on the plat and are numbered to correspond to the unit for which such space is a limited common element.

(3) Natural Gas - Each Unit shall be separately metered for natural gas from Wisconsin Public Service and the Unit Owner is responsible for payment of the separate bill.

E. Percentage of Ownership Interest In Common Elements: Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements and the Limited Common Elements as set forth below. The percentages of ownership interest appurtenant to each Unit have been determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded amendment to this Declaration. Said ownership interest in the Common and Limited Common Elements shall be undivided interests, and the Common and Limited Common Elements shall be owned by the Unit Owners as tenants in common, in accordance with their respective percentages of ownership. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common and Limited Common Elements shall not be separated. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in Common and Limited Common Elements appurtenant to each Unit shall be null and void.

UNIT NUMBER	PERCENTAGE OF OWNERSHIP
1 - 64	1.5625% each

F: Noncompletion of Units: If Declarant does not complete any Unit described in the Declaration within five (5) years after recording the Declaration, he shall do one of the following:

(a) Amend Declaration to remove the description of the uncompleted units and, notwithstanding the Unit Owner consent requirements of Sections 703.09(2) and 703.13(4), Wis. Stats., revise the percentage interests appurtenant to each unit and the number of votes appurtenant to each unit to adjust for the units removed.

(b) Secure a written agreement from at least seventy-five (75%) percent of the unit owners, not including the Declarant, which permits the Declarant to complete the uncompleted units within five (5) years after the date of the written agreement and shall either complete the units within that time or amend the declaration as provided in Paragraph (a).

G. Voting Rights: Each Unit shall be entitled to one vote in the Association. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Association, and such person shall be known as the "Voting Member". If a Unit is owned by more than one person, or by a corporation, partnership, or other legal entity, the owners of said Unit shall designate one person as the Voting Member. The designation of the Voting Member shall be made as provided by, and subject to, the provisions and restrictions of the Bylaws of the Association. The total number of votes shall be sixty-four (64) and the vote of a Unit is not divisible.

H. Use Restrictions:

(1) **Exclusive Use of Units** - Each Unit Owner shall be entitled to the exclusive use of his Unit.

(2) **General Restrictions** - Subject to the provisions of the following paragraphs regarding use restrictions, no part of the Property shall be used by a Unit Owner, its family members, tenants, employees, invitees, or assigns, for any purposes, other than housing and the related recreational purposes for which the Property was designed. All Units and Buildings shall be used for single-family residential purposes or for such other uses permitted by this Declaration or amendments hereto, and for no other purpose. No Unit Owner shall erect or place piers, docks, or rafts in or on the bed of Brandy Lake without the written consent of the Association. No trailer, mobile home, basement, tent, shack, garage, or other out-building shall be used as a temporary or permanent residence on the Property.

(3) **Personal Business Exception** - The foregoing restrictions as to residential use shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library in his Unit; (b) keeping his personal business or professional records of accounts in his Unit; (c) handling his personal or business records or accounts in his Unit; or (d) handling his personal business or professional telephone calls or 'Correspondence from his Unit. Nothing in this paragraph shall authorize the maintaining of an office at which customers or clients customarily call, and the same is prohibited.

(4) **Rental of Units** - Any Unit Owner shall have the right to rent its Unit for residential use, consistent with the use restrictions described herein and in accordance with the general Rules and Regulations, as may be adopted from time to time by the Association. The right of a Unit Owner to rent out its Unit may be amended only by an affirmative vote of 100% of the Unit Owners. Declarant shall have the right to maintain a rental and sales office in 1 to 3 Units owned by Declarant until such time as Declarant has sold all Units in the Condominium.

(5) **Prohibited Acts** - The Unit Owner may not permit anything to be done or kept in his Unit which will increase the rate of insurance on the condominium property or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the condominium property.

(6) **Common Elements** - No person shall use the common elements and limited common elements or any part thereof, or a Condominium Unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time promulgated by the Association.

I. Service of Process - The entity who is designated as Agent to receive service of process for the Association shall be Brandy Lakes Condominiums, Inc. whose place of business is 10971 Becker Drive, Minocqua, Wisconsin 54548. At such time as the Association assumes the power and authority to operate and manage the property pursuant to Article IV, Brandy Lake Condominiums, Inc. shall have the option of resigning its position and, in that case, the Association shall designate a successor to Brandy Lake Condominiums, Inc. pursuant to the Bylaws of the Association.

J. Amendment of Declaration - Except as otherwise provided in Article IV hereof, this Declaration may be amended at any regular or special meeting of the Unit Owners called

and convened in according with the By-Laws, by the affirmative vote of the voting members of the association casting not less than seventy-five (75%) percent of the total votes of the voting members of the association. Said affirmative vote must be evidenced by a written consent from each such voting member.

All Amendments shall be recorded and certified as required by the Condominium Ownership Act. Subject to the provisions of Article IV, no amendment shall change any Condominium parcel nor Condominium units proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owners thereof and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to institutional mortgagees of record.

No Amendment shall change the rights and privileges of the developer without his written approval.

All Amendments must comply with Section 703.09(2) and (3), Wis. Stats., to the extent not modified by this Article. A copy of each amendment shall be furnished to the Vilas County Planning and Zoning Office and shall comply with the Vilas County Zoning Ordinance.

ARTICLE IV. OPERATING ENTITY

A. Association. The operating entity of the Condominium shall be the Association, which has been organized pursuant to the Act. The Association shall have all the powers and duties set forth in Section 703.15(3) of the Act as well as all powers and duties granted to it or imposed upon it by this Declaration, the By-Laws of the Association, and its Articles of Incorporation. The affairs of the Condominium shall be governed by the Association, which shall be organized as a Wisconsin Corporation.

B. Declarant's Powers. Notwithstanding the foregoing provisions of this Article IV, Declarant is hereby authorized to retain control of said Association, including the appointment and removal of officers of the Association and the exercise of the powers and responsibilities of the Association or its officers assigned to it by the Condominium Ownership Act, this Declaration, the By-Laws, and the Articles of Incorporation for a period not exceeding the earlier of:

- (a) Ten (10) years from the date the first condominium is conveyed by the declarant to any other person;
- (b) Thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, calculation of the percentage of individual interest appertaining to each unit which has been conveyed, assuming that all of the units to be added or completed pursuant to the terms of this Declaration are included in the Condominium; or
- (c) The voluntary relinquishment of such control by Declarant.

During this period, the Declarant shall have the full and exclusive right to take all action on behalf of the Association including, but not limited to, the right to enter into leases and to

make contracts and agreements for the maintenance, operation and management of the Property, the determination, levy and collection of special assessments, and the enactment and enforcement of regulations for the use of the Property.

Notwithstanding the foregoing provisions of this article, prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Unit Owners, other than the Declarant, shall elect at least twenty-five (25%) percent of the Board of Directors, prior to the conveyance of fifty (50%) percent of the Common Element interest to the purchasers, the Association shall hold a meeting and the Unit Owners, other than the Declarant, shall elect at least thirty-three and one-third (33 1/3%) percent of the Directors of Board. Not later than forty-five (45) days after the expiration of the period of Declarant's control, described above, the Association shall hold a meeting and the Unit Owners shall elect a Board of Directors of at least three Directors and Officers of the Association. The Directors and Officers shall take office upon election.

C. Association's Subsequent Powers. After the period described above, the Association shall have the power and authority to operate and manage the Property, in accordance with the Act. The Association and the Board shall be fully bound by all contracts concerning the Property entered into by the Declarant during the period of his exclusive control.

ARTICLE V. EASEMENTS AND ENCROACHMENTS

A. Mutual Condominium Service Easements: Easements are reserved over, through, and beneath the Common and Limited Common Elements for present and future utility services, including but not limited to, easements for wells and water pipes, sanitary sewer pipes, electrical wires, television or cable wires, and yard lights, whether shown on the Plat or not. Easements for such utility services are reserved to the Declarant, Unit Owners and occupants of the Buildings and improvements and to their guests and invitees, without limitation, whether shown on the Plat or not. Easements for ingress and egress are reserved to the Association in, over and beneath Units, their ceilings, floors, and walls for the limited purpose of making repairs to any Common or Limited Common Elements.

B. Easements by Prescription: No easement by prescription shall ever arise in the Units or Limited Common Elements.

C. Encroachments Among Unit Owners: If any portion of a Unit, a Common Element, or a Limited Common Element, encroaches upon another as of the date this Declaration is recorded, a valid easement for the encroachment and maintenance of the same, as long as it stands, shall and does exist. In the event a building is partially or totally destroyed and then rebuilt, encroachments on parts of the Common Elements, Limited Common Elements, or Units as described herein, due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist.

D. Easements Held By Others: There are no easements affecting the subject premises held by others except for any recorded utility easements.

ARTICLE VI. MAINTENANCE AND OPERATION

A. Association Duties: The Association, as a charge to Common Expenses, shall pay for repair, replace and maintain:

(1) All Common Elements and Limited Common Elements for use of the Units including, for illustrative purposes only but not limited to: the dock, lawn, trees and plantings, recreational equipment, driveways, and parking spaces, boardwalks, underground utility lines, and lighting, lake front piers.

(2) All mechanical equipment contributing to the use or support of a Building, excluding that equipment contained within a Unit.

(3) Utility charges, utility installation charge, and advance deposits for Common and Limited Common Elements, including, for illustrative purposes only, but not limited to: water, electricity, sewer, trash removal.

(4) All wages of any Association Employee.

(5) Such taxes as social security taxes, employers' taxes and sales tax.

(6) Insurance in accordance with Article VII of this Declaration.

(7) All other expenses necessary to manage and maintain the Common and Limited Common Elements and to operate the Association.

In the event any repairs, replacements, or maintenance of Common Elements or Limited Common Elements are made necessary by the intentional or negligent actions of any Unit Owner, the Association may assess, in whole or in part, the cost of any such repairs, replacements, or maintenance to the Unit Owners responsible, or the Association may direct such Unit Owner(s) to arrange for such repairs, replacements, or maintenance, to pay the costs thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers as may be required to protect the property from all construction lien claims that may arise therefrom.

B. Unit Owner's Duties and Payments: Each Unit Owner, at his own cost and expense, shall pay for, repair, replace and maintain:

(1) All assessments made by the Association against his Unit and his percentage of the Common Elements.

(2) All assessments made by the Association against his Unit for repairs or maintenance for which the Association has deemed the Unit Owner responsible, pursuant to the preceding section.

(3) All real property taxes, personal property taxes and any special assessments against his Unit and his percentage of the Common Elements, as may be assessed by Vilas County, the Town of Arbor Vitae, and any other governmental authority.

(4) All equipment and improvements within the boundary of his Unit, including for illustrative purposes only, but not limited to: all interior surfaces, plumbing, electrical apparatus, heating equipment, windows, doors, appliances, paint or decorative material, and all interior partitions.

(5) Insurance costs for all improvements within the boundary of his Unit, his personal property, and liability coverage for his Unit, if desired.

(6) In the event a Unit Owner fails to maintain his Unit or his limited Common Elements, as required herein, or makes any alterations or additions to the Unit, the Limited Common Elements or the Common Elements without the required written consent or otherwise violates or threatens to violate the provisions of this Declaration, the Association shall have the right to levy an assessment against the Unit Owner and the Unit for such necessary sums to remove any unauthorized additions or alterations and to restore the property to good condition and repair as it existed prior to the alterations. Such an assessment shall have the same force and effect as all other special assessments. The Association shall have the further right to have its employees or any subcontractors hired by it to enter a Unit at all reasonable times to do such work as deemed necessary by the Board of Directors to enforce compliance with the provisions hereof.

C. Unit Owner's Responsibilities: Each Unit Owner agrees as follows:

(1) The Unit Owner shall not cause anything to be affixed or attached to hung, displayed or placed on the exterior walls, doors or windows of the Unit nor the Limited Common Elements or the Common Elements, nor shall they cause any type of ground coverage to be installed, nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings, or storm shutters, screens, enclosures and like to be affixed or attached to any Limited Common Elements or Common Elements; nor shall they place any furniture or equipment outside their Unit except with prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

(2) Each Unit Owner agrees not to make or cause to be made any structural addition, alteration, declaration, repair, replacement or change of the common elements or to the outside or exterior portion of the Unit without the prior written consent of the Board of Directors of the Association.

(3) To maintain in good condition and repair his Unit and all interior surfaces within and surrounding his/her Unit and maintain and repair the fixtures therein. To make such alterations or improvements within his/her Unit as desired, provided that such alterations or improvements do not materially affect the appearance of the Unit as viewed from the exterior nor the structural integrity of the building. No alteration may be done which injures, alters or changes the structural integrity of the building.

(4) To be bound by the Rules and Regulations of the Association, and any Rules and Regulations subsequently adopted by the Board of Directors of the Association.

(5) To erect no signs, advertisements or notices of any type on the Common Elements, Limited Common Elements or his Unit and to erect no exterior antennae or aerials, except as consented to by the Board of Directors.

(6) The Association shall be responsible for the maintenance, repair and replacement of the common elements and all property not required to be maintained, repaired and/or replaced by the Unit Owners.

ARTICLE VII. INSURANCE

A. Association Responsibility: The Association shall pay for and keep in force the following kinds of insurance:

(1) Multi-peril property insurance on all of the insurable improvements within the Condominium, at full insurable value based on replacement cost. Such insurance shall include fire and extended coverage, and all other types of coverage commonly maintained on such improvements. Insurance maintained by the Association shall cover portions of the Condominium included in the definition of "Unit" or "Limited Common Element" hereunder. The Association shall hold this insurance in its name for the use and benefit of the Unit Owners and of the mortgagees of Units, or their successors and assigns, as their interest may appear. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or on risks not insured by it.

(2) Public liability, and non-owned automobile insurance in the name of the Association and in such amounts and with such coverage as the Association shall determine, with a minimum coverage of One Million Dollars (\$1,000,000.00), combined single limit.

(3) Workmen's compensation insurance as may be necessary to meet the requirements of law.

(4) Such other insurance as the Association shall determine from time to time to be desirable.

B. Unit Owner Responsibility: Each Unit Owner shall pay for and keep in force the following kinds of insurance:

(1) Multi-peril property insurance on the Unit and Limited Common Elements as the Owner deems appropriate.

(2) Public liability insurance in the names of those having an interest in the Unit with minimum coverage of Three Hundred Thousand (\$300,000.00), combined single limit.

C. Allocation of Proceeds: Proceeds of insurance policies received by the Association shall be allocated to, or for the benefit of, the Unit Owners and their mortgagees in the following manner and order:

(1) **Expenses of the Association:** All reasonable expenses of the Association in obtaining said proceeds shall be paid first or provisions shall be made for such payment.

(2) **Repair or Restoration of Common Elements:** The portion of insurance proceeds representing damages to any Common Element shall be disbursed next by the Association for repair or restoration of the damaged Common Elements, and the Unit Owners served thereby and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has decided not to rebuild, or the Court has ordered partition of the Condominium property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

If the Association decides to repair or restore the damaged Common Elements, the proceeds paid under this provision shall be paid by the Association to the suppliers and contractors to defray the cost of such repair or restoration. Any proceeds which remain after defraying such costs shall be distributed to the Unit Owners and their mortgagees in proportion to their share of the Common Elements. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(3) **Repair or Reconstruction by Unit Owners:** The portion of insurance proceeds representing damages to a Unit or part of a Unit, shall be disbursed next by the Association to said Unit Owner and his mortgagee, remittances to the Unit Owner and his mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit, and may be enforced by such mortgagee.

(4) **Repair or Restoration of Limited Common Elements:** The portion of insurance proceeds representing damages to any Limited Common Element shall be disbursed next by the Association for repair or restoration of the damaged Limited Common Elements, and the Unit Owners served thereby, and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has decided not to rebuild, or the Court has ordered partition of the Condominium property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

If the Association decided to repair or restore the damaged Limited Common Elements, the proceeds paid under this provision shall be paid by the Association to the suppliers and contractors to defray the cost of such repair or restoration. Any proceeds which remain after defraying such costs shall be distributed to the Unit Owners and their mortgagees in the same proportion as their respective shares of the expense or profit attributable to the damaged Limited Common Element. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(5) **Failure of Association to Repair or Reconstruct:** If the damage for which proceeds are paid is damage to Common Elements and the Association decides not to repair or reconstruct pursuant to Paragraph D(2) below, the remaining proceeds shall be distributed to all Unit Owners and their mortgagees in proportion to their share of the Common Elements in effect at the time of the loss. Remittances shall be payable jointly to each respective Owner and its mortgagee. This is a covenant for the benefit of any mortgagee of a Unit, and may be enforced by such mortgagee.

If the damage for which proceeds are paid is damage to Limited Common Elements, and the Association decided not to repair or reconstruct pursuant to Paragraph D(2) below, the remaining proceeds shall be distributed to all Unit Owners and their

Mortgagees in the same proportion as their respective shares of the expense or profit attributable to the damaged Limited Common Elements.

D. Responsibility to Repair or Replace Damaged Property: The responsibility to repair or replace damaged or destroyed property shall be determined as follows:

(1) **Unit Owner Responsibility:** If the damage is only to part(s) of a Unit and not to Common Elements or Limited Common Elements, only the Unit Owner shall have the duty, authority, and responsibility for the repair, subject to this Article. Otherwise, the duty, authority and responsibility to repair, reconstruct, or rebuild Common Elements and Limited Common Elements belongs with the Association. In making such repair, the Unit Owner shall be entitled to any insurance proceeds that are payable to him pursuant to this Article.

If the damage substantially changes the appearance of the Unit from the exterior, the Unit Owner shall have thirty (30) days from the date of such damage occurrence in which to notify the Association, in writing, of his election to either repair, reconstruct, or demolish the damaged property and shall have such repair, reconstruction, or demolition completed within one hundred eighty (180) days of such occurrence, unless such period is extended in writing by the Association. If the Unit Owner neglects to give timely notice or to effect such repair, reconstruction, or demolition in a timely manner, the Association shall have the authority to repair, reconstruct, or demolish, as reason and good sense may dictate, charging the resulting expense against the Unit Owner as a special assessment or withholding such expense from any insurance proceeds held by the Association. Any such repair, reconstruction, or demolition of damaged property pursuant to this paragraph shall be made only upon an affirmative vote of at least seventy-five percent (75%) of the total vote of the members of the Association.

(2) **Association Responsibility:** Immediately after a casualty causes damage to or destruction of a Common Element or Limited Common Elements which the Association has the responsibility to maintain, the Association shall obtain reliable estimates of the cost to restore the damaged property to a condition as good as that before the casualty. If the insurance proceeds are sufficient to defray eighty percent (80%) of the estimated costs of reconstruction and repair of the Common Elements, the Association shall promptly proceed to complete such reconstruction and repair. If the insurance proceeds are not sufficient to defray eighty percent (80%) of the estimated costs of reconstruction and repair, the Board of Directors of the Association shall, within sixty (60) days of the casualty, call a meeting of the Association. At this meeting an affirmative vote of seventy-five percent (75%) of the total vote of the members of the Association shall be necessary to repair, reconstruct or rebuild such element.

In the event such repair, reconstruction, or rebuilding was of a Common Element, the amounts not covered by insurance proceeds shall be assessed as Common Expenses. If the damages repaired was to Limited Common Elements, the amounts not covered by insurance proceeds shall be assessed against those Unit Owners served by the damaged Limited Common Element in proportion to their respective ownership shares.

If the damage repaired was to Limited Common Elements, the amounts not covered by insurance proceeds shall be assessed against those Unit Owners served by the

damaged Limited Common Element in proportion to their respective ownership shares. If, within ninety (90) days of the date of the damage of or destruction to the Property it is not determined by the Association to repair, reconstruct or rebuild, the provisions of the Wisconsin Statutes shall be operative.

E. Association as Agent: The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit, and for each owner of any other interest in the Property, for the purpose of adjusting or compromising and settling all claims arising out of insurance policies purchased by the Association, and the Association is empowered to execute and deliver releases upon the payment of claims.

ARTICLE VIII. ASSESSMENTS

The making and collection of assessments against Unit Owners and Units for Common Expenses shall be pursuant to the Bylaws and subject also to the following provisions:

A. Shares: Each Unit Owner shall be liable and pay the Association for its proportionate share of the Common Expenses, as determined according to each Unit Owner's proportionate interest in the Common Elements. Each Unit Owner shall have a proportionate share in the Common Profits, such shares being the same proportion as the Owner's liability for the Common Expense.

B. Payment Date: Assessments shall be paid monthly, in advance, or in such other installments as the Association may determine from time to time. Special assessments shall be paid at such time or times in a lump sum or in such installments as the Association may determine.

C. Interest on Delinquent Assessments: Assessments paid within thirty (30) days after the date due shall not bear interest. All sums not paid within thirty (30) days after the date when due shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid. All payments on account shall be applied first to interest and then to the earliest assessment due. At the sole discretion of the Board of Directors, a late charge of \$25.00 for each assessment not paid when due shall be due and payable.

D. Lien for Nonpayment of Assessments: The Association shall have a lien, effective the date an assessment is made, upon any Unit for unpaid assessments against that Unit. This lien shall be prior to all liens, except those liens set forth in Wis. Stat. Sec. 703.16(6), including, but not limited to, all sums due on a first mortgage recorded prior to the date of the assessment. This lien shall secure payment of the assessment, interest, and costs of collection, including actual attorney's fees. The lien may be recorded in the Office of the Register of Deeds of Vilas County, Wisconsin, by an instrument executed by the Association, and the lien may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection including actual attorneys fees, and this liability shall not terminate upon transfer of ownership, or abandonment of occupancy by the Owner. All actual attorney fees incurred by the Association to collect unpaid assessments shall be the responsibility of the delinquent Unit Owner. No Unit Owner may withhold payment of an assessment, or any part of it, because of any dispute which may exist among a Unit Owner, the Association, the Declarant, or any of them but, rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

The Board of Directors may take such actions as it deems necessary to collect assessments by personal action, or by enforcing the foreclosure of said liens. The Board may settle and compromise such claims if in the best interests of the Association. The Association shall be entitled to bid at any sale held pursuant to the suit to foreclose an assessment lien, and to apply as a cash credit against this bid, all amounts due the Association covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit during any of occupancy following entry of a judgment of foreclosure, and the Association in its foreclosure shall be entitled to the appointment of a receiver to collect the same from the Unit Owner of occupant.

E. Foreclosure By First Mortgagee: Where the holder of an institutional first mortgage of record obtains title to the Unit as a result of foreclosure of the first mortgage, or when an institutional first mortgagee accepts a deed to a Unit in lieu of foreclosure, the mortgagee shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Unit which became due prior to the acquisition of title as a result of the foreclosure or acceptance of deed in lieu of foreclosure. Such unpaid share of Common Expenses or assessments shall continue as a lien on the Unit, which shall be paid at the time of, or prior to, a subsequent sale. However, the mortgagee shall be responsible for payment if the share of Common Expenses or assessments by the Association pertaining to such Unit which become due after the acquisition of title as a result of the foreclosure or acceptance of a deed in lieu of foreclosure.

ARTICLE IX. RIGHT OF FIRST REFUSAL OWNERSHIP BY ASSOCIATION

A. Sale of Unit: Except for a resale back to the Declarant, no Unit Owner shall at any time sell, convey, contract to sell, or lease his Unit, whether by operation of law or otherwise, without first complying with the provisions contained in this paragraph. No such sale, conveyance, contract of sale, or lease in excess of one (1) year, or similar alienation of any other kind, shall be made unless the Association is given no less than twenty (20) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser or grantee. The Association shall at all times have the first right to purchase or lease such Unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of twenty (20) days following the date of receipt of such notice. If the option is not exercised by the Association within said period, the Unit Owner may convey such Unit to the proposed purchaser upon the terms specified in the notice. Nothing in this paragraph shall prevent a Unit Owner from leasing his Unit for a duration of less than one (1) year on terms as the Unit Owner deems appropriate, provided the lessee shall be subject to the restrictions on use contained in this Amended Declaration and Rules and Regulations of the Association.

B. Gift or Devise: A Unit Owner shall have the unrestricted right to dispose of his Unit by gift or devise to his spouse or his heirs at law, or to a trust under such persons are named as beneficiaries. In the event that the Unit Owner desires to dispose of his Unit by gift or devise to other than his spouse or his heirs at law, or to a trust under which other than such persons are the named beneficiaries, said Unit Owner (if by gift) or his Personal Representative (if by devise) shall give the Association written notice thereof no less than thirty (30) days prior to the time of the proposed transfer, which notice shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such Unit at the fair market value at the time of transfer, as determined by a panel of three qualified appraisers, one of which shall be selected by the Unit Owner or his legal representative, one by the Association, and the third by the Unit Owner or his Personal Representative. The

Association must give notice of its intent to exercise such option within thirty (30) days after the receipt of such notice from the Unit Owner or his Personal Representative, as provided herein, or the option shall expire as to that proposed transfer.

C. Foreclosure: The Association may bid upon and purchase any Unit which becomes the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

D. Consent of Unit Owners: The Association shall not exercise any of the options herein set forth to purchase without the unanimous consent of the Owners, other than the Unit being conveyed.

E. Ownership by Association: A Unit acquired by the Association shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the Unit Owners. Said Unit ownership of interests therein may be sold or leased by the Association for the benefit of the members. All proceeds of such sale or leasing after repayment of the borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish, and may thereafter be disbursed at such time and in such manner as the Association shall determine. The Association may rent or lease its own properties, but shall not act as rental agent for any Unit Owner.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Notices: Notices required to be given to the Declarant, the Association, or any Unit Owner, may be delivered either personally or by mail. Notices required to be given to any devisee or personal representative of a deceased Unit Owner may be delivered, either personally or by mail, to such party as his or its address appears in the records of the Court wherein the estate of such deceased owner is being administered. Notice shall be deemed given on the date such written instrument is deposited, postage prepaid in the United States mail, and properly addressed to the individual to be charged with such notice at the last known address on file with the Association for such person.

B. No Exemption from Common Expenses: No Unit Owner may exempt himself from liability for contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or Limited Common Elements or the recreational facilities or by the abandonment of the Unit.

C. Construction: All provisions of this Declaration and the Plat or amendments thereto, shall be construed to be covenants running with the land, and of every party thereof and interest therein, including but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of the property, are bound by all the provisions of this Declaration and Rules and Regulations of the Association as may from time to time be amended.

D. Invalidity of a Provision: If any of the provisions of this Declaration, the Association's Bylaws, or the Act, or of any of them in any circumstances, is held invalid, the validity of the remainder of them shall not be affected thereby.

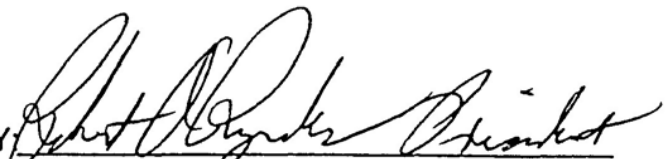
E. Controlling Document: In all cases of conflict, this Declaration shall be considered one controlling document.

F. Declaration Warranties: The Declarant has made no warranty or representation in connection with the Property, except as specifically set forth in this Declaration, the Plat, and the sales contract with the purchaser. No person shall rely upon any warranty or representation unless contained in this Declaration, on the Plat, or in such contract. Any estimates of Common Expenses, taxes, or other charges are only estimates, and no warranty or guarantee of the amount of the same is made.

G. Separate Mortgages: Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit, together with his respective ownership interests in the Common and Limited Common Elements. No Unit Owner shall have the right or authority to make or create, or cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except to the extent of his Unit and his respective ownership interest in the Common and Limited Common Elements.

H. Proviso: Until the Declarant has completed any and all contemplated improvements and closed the sales of all of the Units, neither the Unit Owners nor the Association, nor their use of the Property shall interfere with the completion of any such improvements and the Declarants sale of the Units. Declarant may make use of the unsold Units and Common Areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Property, and the display of signs.

BRANDY LAKE CONDOMINIUMS, INC.

BY 
ROBERT A. RYNDERS, PRESIDENT

Subscribed and sworn to before me this 4
day of Oct, 1996.

Gregory J. Harrold

Notary Public, State of Wisconsin
My commission expires: is permanent



THIS INSTRUMENT WAS DRAFTED BY:

Gregory J. Harrold
HARROLD, SCROBELL & DANNER, S.C.
P.O. Box 1148
Minocqua, WI 54548

NOTICE OF SPECIAL MEETING

**TITLE OF GROUP MEETING:
ASSOCIATION, INC.**

BRANDY LAKE PROPERTY OWNERS

PLACE:

BRANDY LAKE RECREATION CENTER

DATE:

SATURDAY, NOVEMBER 28, 1998

TIME:

12:00 NOON

PURPOSE:

1. To approve the First Amendment to Declaration of Brandy Lake Condominiums and to approve the First Amendment to the Plat of Brandy Lake Condominiums (copy attached).
2. To approve Agreement to extend time to complete uncompleted units (copy attached).
3. Review of Development

DATE OF MAILING NOTICE:

NOVEMBER 18, 1998

NAME AND TITLE OF ENTITY DIRECTING THAT THIS NOTICE HAS BEEN MAILED:

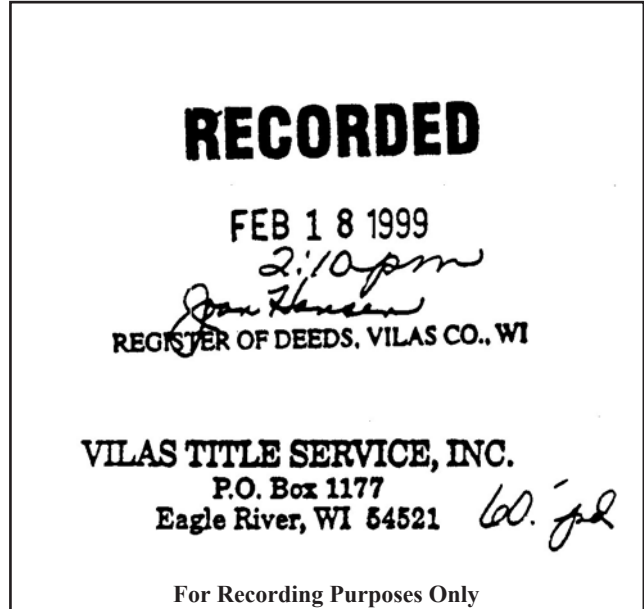
BRANDY LAKE CONDOMINIUMS, INC.

By: Robert A. Rynders, President
and

BRANDY LAKE PROPERTY
OWNERS ASSOCIATION
Arbor Vitae, Wisconsin

** Any Unit Owner who cannot attend the meeting is requested to sign the enclosed proxy and the enclosed Amendment And Consent form and return them in the enclosed envelope.
Thank you.

**FIRST AMENDMENT TO DECLARATION OF BRANDY LAKE
CONDOMINIUMS AND CONSENT TO FIRST AMENDMENT
TO THE PLAT OF BRANDY LAKE CONDOMINIUMS**



THIS First Amendment to Declaration of Brandy Lake Condominiums and Consent to First Amendment to the Plat of Brandy Lake Condominiums (hereinafter sometimes referred to as "Amendment") is given by the undersigned owner of the unit or units identified next to owner's name.

This document amends the Declaration of Brandy Lake Condominiums recorded in Volume 752, Page 399 as Document No: 321270, and evidences the consent of the undersigned unit owner to the First Amendment to the Plat of Brandy Lake Condominiums. (Said Plat was recorded in Volume 3 of Condo Plats, Page 4-21, as Document Number: 321269).

WHEREAS, the First Amendment to the Plat of Brandy Lake Condominiums is required to reflect actual location of garage units and actual dimensions of units as built or to be built;

WHEREAS, the First Amendment to Declaration of Brandy Lake Condominiums is required to clarify language in the original Declaration regarding legal descriptions involving detached garages;

NOW, THEREFORE, the undersigned consents, declares and votes as follows:

1. The undersigned hereby consents to the First Amendment to the Plat of Brandy Lake Condominiums (hereinafter "the Plat"), a copy of which is attached hereto and incorporated herein by reference.

2. Article III - Condominium Units, Section A of the Declaration of Brandy Lake Condominiums is amended as follows:

A. Description of Units: The Unit number of each Unit, its location, size, and immediate Common or Limited Common Elements to which it has access and other descriptive data are shown on the Plat. The legal description of each Unit shall hereafter consist of the Building Letter and Unit Number as shown on the Plat together with reference to the recording data of this Declaration and shall be a good and sufficient description for all purposes. There are 64 Units in 8 buildings, (Buildings A through H) numbered consecutively in each Building (1-64). Some of the units will be constructed after recordation of this Declaration.

The Unit Boundary of each Unit shall include that part of the building which lies within the following boundaries:

- a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit.
- b. The horizontal boundaries for each floor of the Unit shall be:
 - (i) the lower boundary - the plane of the base floor;
 - (ii) the upper boundary - the plane of the interior undecorated ceiling.
- c. All windows, window frames and doors, including all glass in windows and doors shall be part of the Unit.
- d. The Unit shall include the furnace and air conditioning condenser servicing the Unit.

Each upstairs Unit includes a one car garage at ground level together with the private stairway leading to the Unit. Each downstairs Unit includes a garage at ground level.

Detached Garages - As an addition to the 64 units described above, there will be 28 garages which are shown on the Plat, which shall become part of the Units owned by some of the owners of Units 1 - 64. These garages are all one car garages which are located in seven detached buildings and are identified on the Plat as G-1 through G-28 consecutively. The garages will not be assigned to specific Units at any time. The garage owners will have no interest in the common elements and will have no vote due to garage ownership. Garages will not be separately assessable, but will be assessed with the Unit owned by the Unit owner who owns the garage. The owners of Units 1 through 64 may transfer their garages to other Unit owners. Any transfer of garages shall be in writing and shall be recorded with the Register of Deeds for Vilas County, Wisconsin. The owners of garages G-1 through G-28 shall be allowed to freely transfer garages among themselves. It shall be an absolute requirement that only

Brandy Lake Condominium Unit Owners may own garages. No Unit owner may transfer assign, lease or otherwise alienate any garages to any person or entity that is not an owner of Units 1 through 64. Under this Amendment, a garage shall be considered a part of the Unit owned by its respective owner for all purposes including but not limited to maintenance and insurance. The owner of each garage shall pay, in addition to all assessments required under the Declarations, a monthly "garage fee" for each garage owned which shall include costs of insurance, utilities, maintenance, and taxes (if applicable). Said garage fee shall be determined in the same manner as assessments under Section VIII. A. The boundary of each garage shall be that part of the building which lies within the following boundaries:

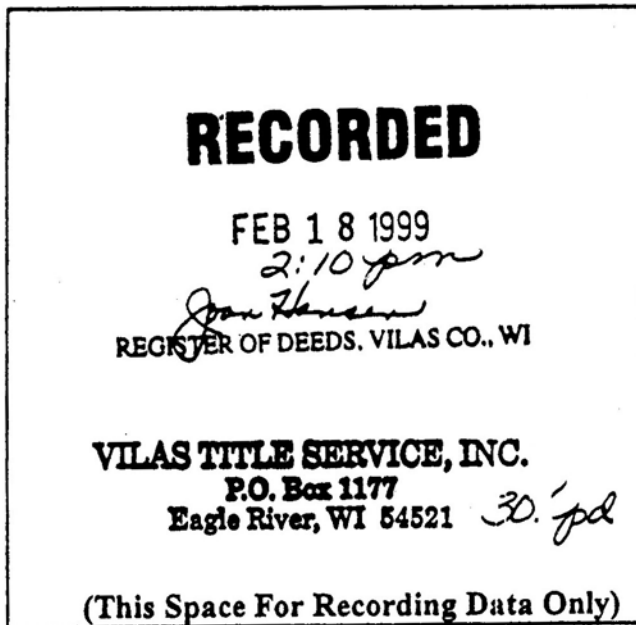
- a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls or the garage door of the garage.
- b. The horizontal boundaries shall be the plane of the bottom of the concrete slab of the garage and top shall be the plane of the interior undecorated ceiling.
- c. All windows, window frames and doors, including all glass in windows and doors shall be part of the garage.

No signs of any type or nature may be placed on any garage and the garage may only be utilized for personal use of Unit owners incident to single family residential occupation.

**THIS DOCUMENT WAS DRAFTED BY:
GREGORY J. HARROLD, ESQ.
Harrold, Scrobell, & Danner, S.C.
State Bar No. 1016193
P.O. Box 1148
Minocqua, WI 54548
715-356-9591**

**AFFIDAVIT
TO**

First Amendment To Declaration of Brandy Lake Condominiums and Consent to First Amendment to the Plat of Brandy Lake Condominiums



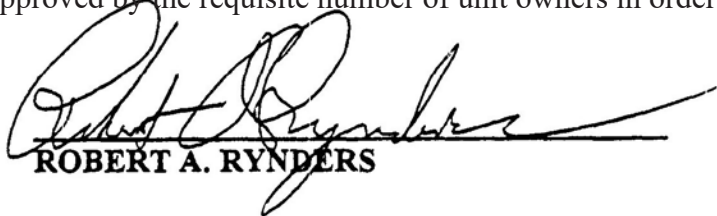
STATE OF WISCONSIN)
)SS.
ONEIDA COUNTY)

ROBERT A. RYNDERS being first duly sworn, deposes and states as follows:

1. I am the President of Brandy Lake Property Owners Association, Inc.
2. Brandy Lake Property Owners Association, Inc., is a Wisconsin not-for-profit corporation organized as provided by the Declaration of Brandy Lake Condominiums as the Association.
3. Said Association held its meeting on November 28, 1998 at 12:00 Noon in Arbor Vitae, Wisconsin pursuant to due notice having been mailed. At said meeting, which was attended by approximately fifty-six (56) property owners, the First Amendment to Declaration of Brandy Lake Condominiums and Consent to First Amendment to the Plat of Brandy Lake Condominiums were approved. Said items were on the Agenda for the meeting.
4. That at the time of the meeting, I had in my possession written proxies signed by unit owners who could not be present but who had given a written consent to the Amendment described above. Those unit owners were Richard Jankowski (Building B, Unit 16); Robert and Joan Moen (Building F, Unit 45); William and Iris Miller (Building C, Unit 23); John and Cassandra Tamburrino (Building C, Unit 20); Reverend Harold F. Winter and Hazel M. Winter (Building B, Unit 14); TDI Investments, LLC (Building G, Unit 50); Agnes King (Building B, Unit 11); and Jean Kruse (Building D,

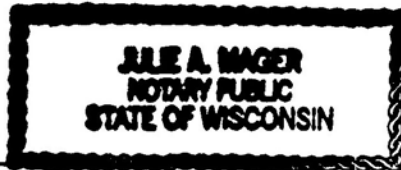
Unit 31). Attached hereto and incorporated herein by reference are copies of the foregoing signed proxies and a copy of the Notice of Special Meeting approving the same.

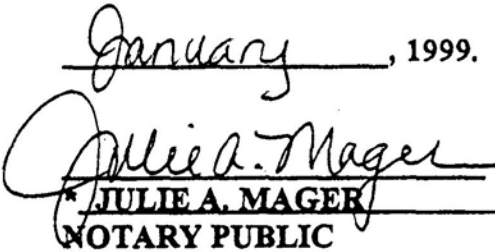
5. By including the foregoing written proxies, a total of sixty-one (61) units out of sixty-four (64) have approved the Amendment to the Condominium Declaration which number exceeds the seventy-five percent (75%) requirement as set forth in the Declaration.
6. This Affidavit is made to evidence the fact that the First Amendment to Declaration of Brandy Lake Condominiums and Consent to First Amendment to the Plat of Brandy Lake Condominiums were approved by the requisite number of unit owners in order to be effective.


ROBERT A. RYNDERS

Subscribed and Sworn to
before me this 18th day of

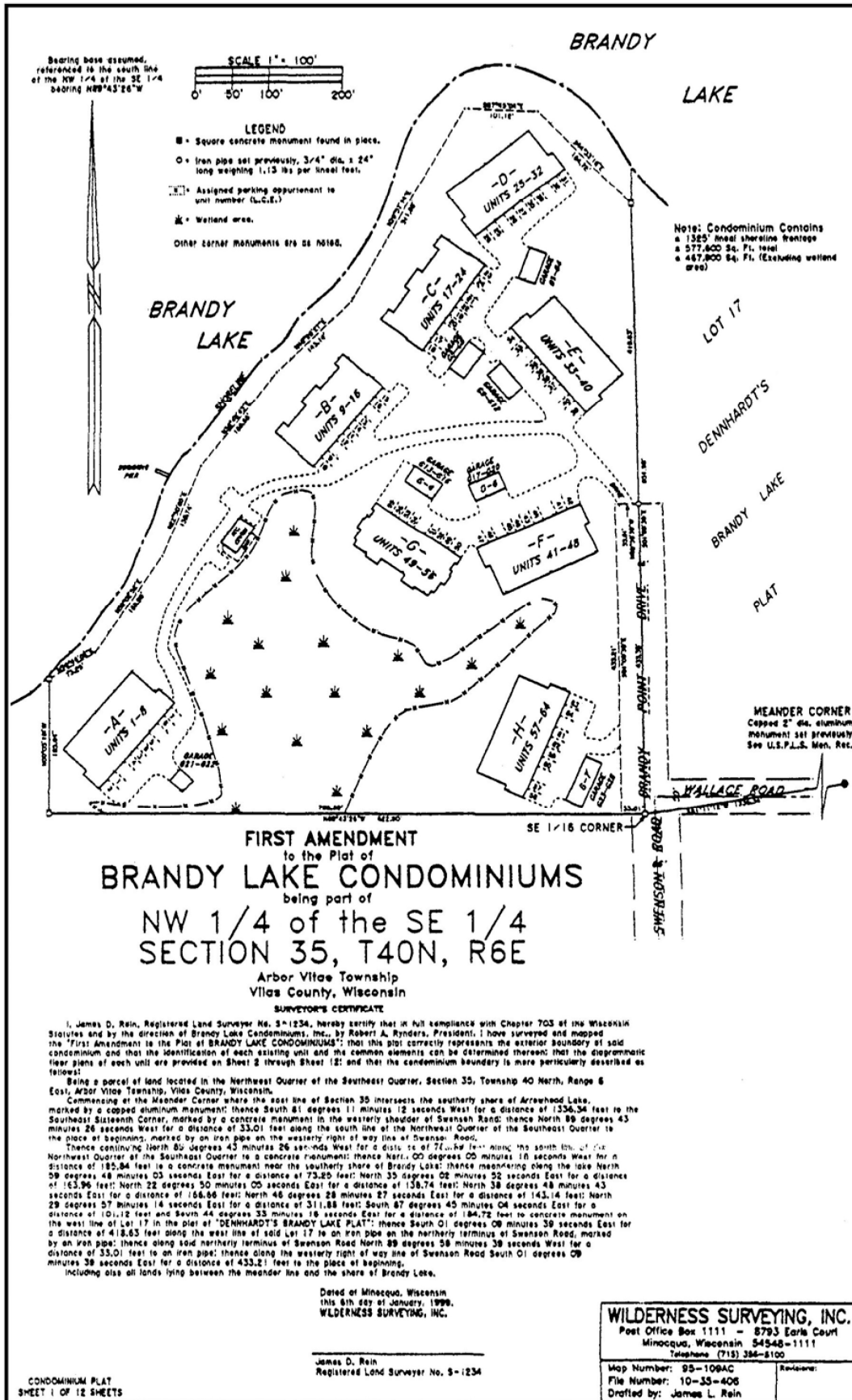
January, 1999.



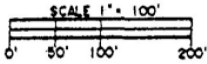

* JULIE A. MAGER
NOTARY PUBLIC

My Commission Expires: 11/11/2001

This document was drafted by:
GREGORY J. HARROLD, ESQ.
Harrold, Scrobell & Danner, S.C.
State Bar #1016193
P.P. Box 1148
Minocqua, WI 54548
715-356-959



Bearing base assumed, referenced to the south line of the NW 1/4 of the SE 1/4 bearing N89°43'26"W



- LEGEND**
- Square concrete monument found in place.
 - Iron pipe set previously, 3/4" dia. x 24" long weighing 1.13 lbs per lineal foot.
 - Assigned parking opportunity to unit number (w.C.E.)
 - ☆ Wetland area.
- OTHER CORNER MONUMENTS ARE AS NOTED.

Note: Condominium Contains
 • 1325' lineal shoreline frontage
 • 575,600 Sq. Ft. total
 • 467,800 Sq. Ft. (Excluding wetland area)

FIRST AMENDMENT
 to the Plat of
BRANDY LAKE CONDOMINIUMS
 being part of
NW 1/4 of the SE 1/4
SECTION 35, T40N, R6E

Arbor Vitae Township
 Vilas County, Wisconsin
SURVEYOR'S CERTIFICATE

I, James D. Rein, Registered Land Surveyor No. S-1234, hereby certify that in full compliance with Chapter 703 of the Wisconsin Statutes and by the direction of Brandy Lake Condominiums, Inc., by Robert A. Rynders, President, I have surveyed and mapped the "First Amendment to the Plat of BRANDY LAKE CONDOMINIUMS"; that this plat correctly represents the exterior boundary of said condominium and that the identification of each existing unit and the common elements can be determined thereon; that the diagrammatic floor plans of each unit are provided on Sheet 2 through Sheet 12; and that the condominium boundary is more particularly described as follows:

Being a parcel of land located in the Northwest Quarter of the Southeast Quarter, Section 35, Township 40 North, Range 6 East, Arbor Vitae Township, Vilas County, Wisconsin.

Commencing at the Meander Corner where the east line of Section 35 intersects the southerly shore of Arrowhead Lake, marked by a capped aluminum monument; thence South 81 degrees 11 minutes 12 seconds West for a distance of 1336.34 feet to the Southeast Sixteenth Corner, marked by a concrete monument in the westerly shoulder of Swanson Road; thence North 89 degrees 43 minutes 26 seconds West for a distance of 33.01 feet along the south line of the Northeast Quarter of the Southeast Quarter to the place of beginning, marked by an iron pipe on the westerly right of way line of Swanson Road.

Thence continuing North 89 degrees 43 minutes 26 seconds West for a distance of 71.00 feet to a concrete monument near the south line of the Northwest Quarter of the Southeast Quarter; thence North 00 degrees 00 minutes 18 seconds West for a distance of 185.84 feet to a concrete monument near the southerly shore of Brandy Lake; thence meandering along the lake North 59 degrees 48 minutes 03 seconds East for a distance of 73.25 feet; North 35 degrees 02 minutes 32 seconds East for a distance of 163.96 feet; North 22 degrees 50 minutes 00 seconds East for a distance of 138.74 feet; North 38 degrees 48 minutes 43 seconds East for a distance of 156.86 feet; North 48 degrees 28 minutes 27 seconds East for a distance of 143.14 feet; North 29 degrees 57 minutes 14 seconds East for a distance of 311.88 feet; South 87 degrees 45 minutes 04 seconds East for a distance of 101.12 feet and South 44 degrees 33 minutes 18 seconds East for a distance of 184.72 feet to concrete monument on the west line of Lot 17 in the Plat of "DENNHARDT'S BRANDY LAKE PLAT"; thence South 01 degree 00 minutes 30 seconds East for a distance of 418.63 feet along the west line of said Lot 17 to an iron pipe on the northerly terminus of Swanson Road, marked by an iron pipe; thence along said northerly terminus of Swanson Road North 89 degrees 58 minutes 39 seconds West for a distance of 33.01 feet to an iron pipe; thence along the westerly right of way line of Swanson Road South 01 degree 00 minutes 30 seconds East for a distance of 433.21 feet to the place of beginning,

Including also all lands lying between the meander line and the shore of Brandy Lake.

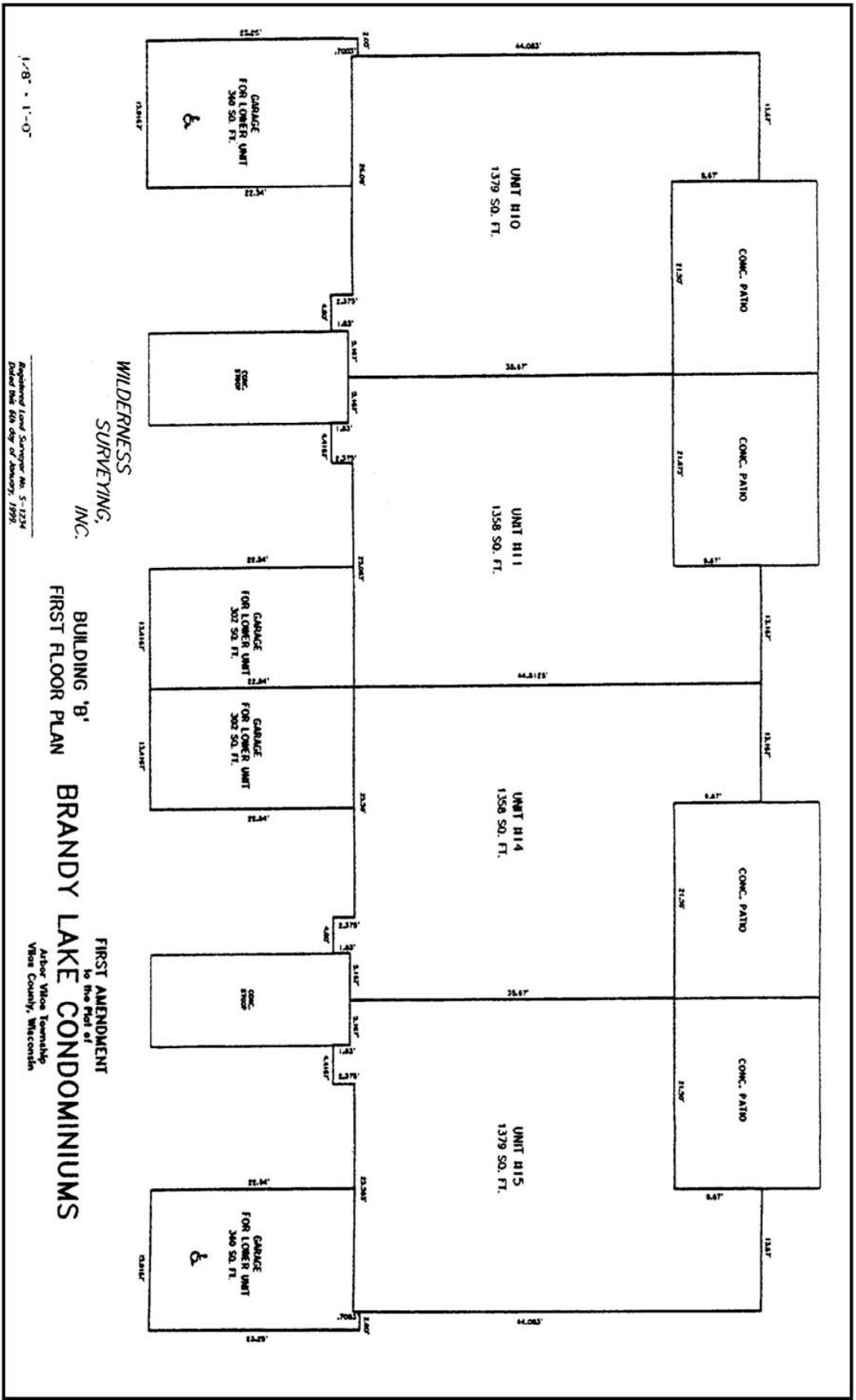
Dated at Minocqua, Wisconsin
 this 8th day of January, 1998.
WILDERNESS SURVEYING, INC.

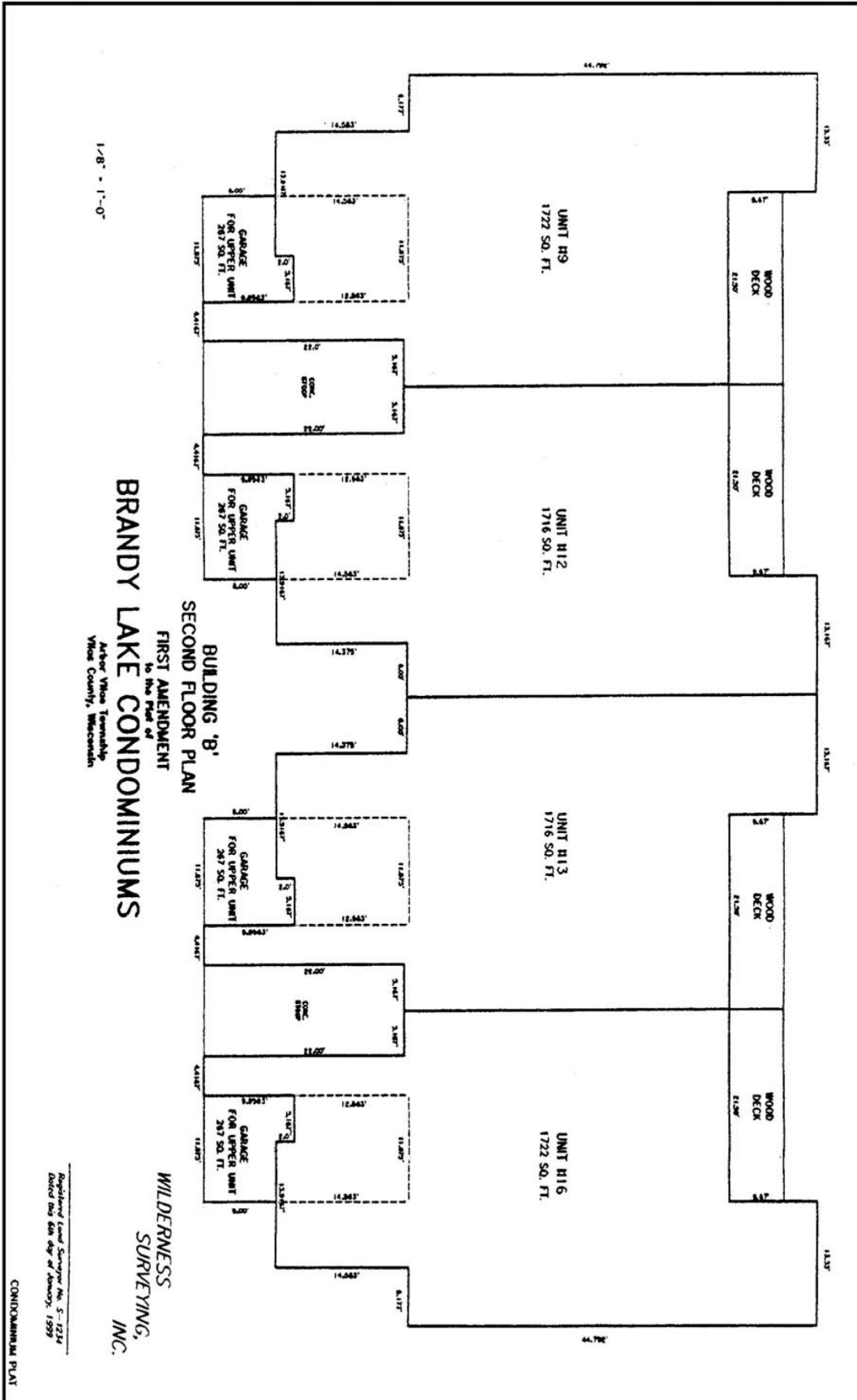
James D. Rein
 Registered Land Surveyor No. S-1234

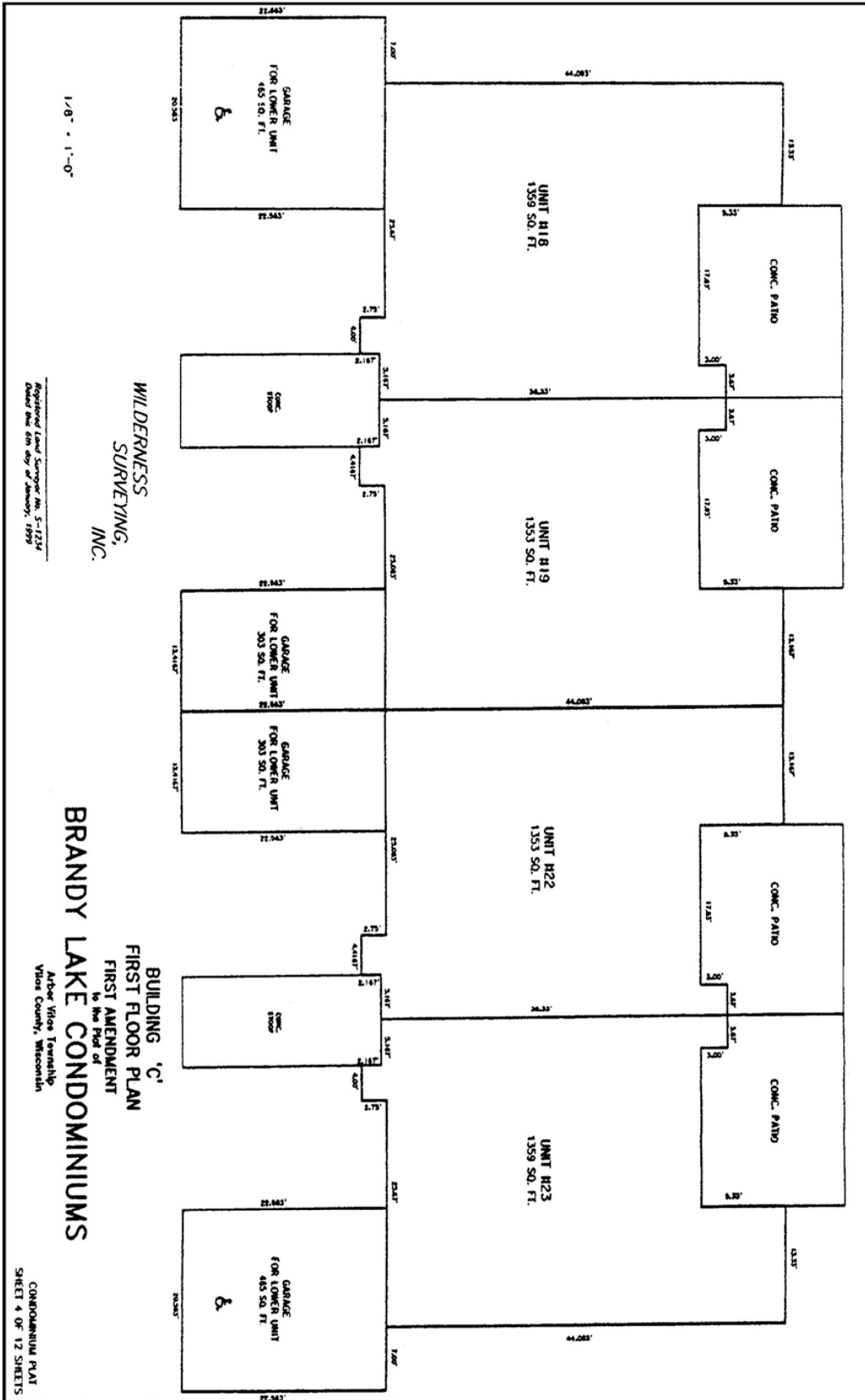
WILDERNESS SURVEYING, INC.
 Post Office Box 1111 - 8793 Earle Court
 Minocqua, Wisconsin 54548-1111
 Telephone (715) 386-8100

Map Number: 95-10BAC
 File Number: 10-33-406
 Drafted by: James L. Rein

CONDOMINIUM PLAT
 SHEET 1 OF 12 SHEETS







1/8" = 1'-0"

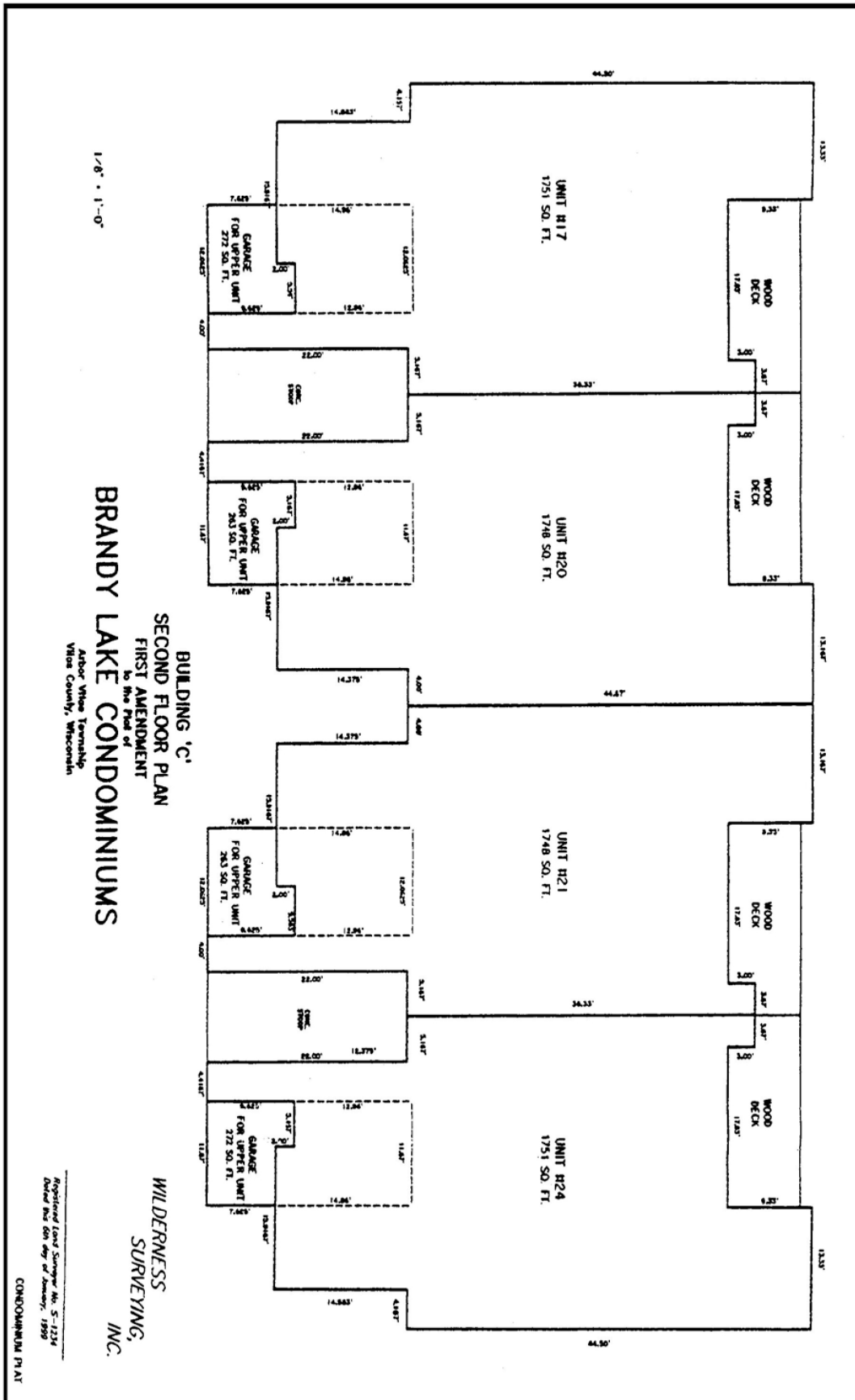
WILDERNESS
SURVEYING,
INC.

Registered Land Surveyor No. 5-1234
Since the day of January, 1999

BUILDING 'C'
FIRST FLOOR PLAN
FIRST AMENDMENT
to the Plan of
BRANDY LAKE CONDOMINIUMS

Above Wino Township
Vino County, Wisconsin

CONDOMINIUM PLAN
SHEET 4 OF 12 SHEETS



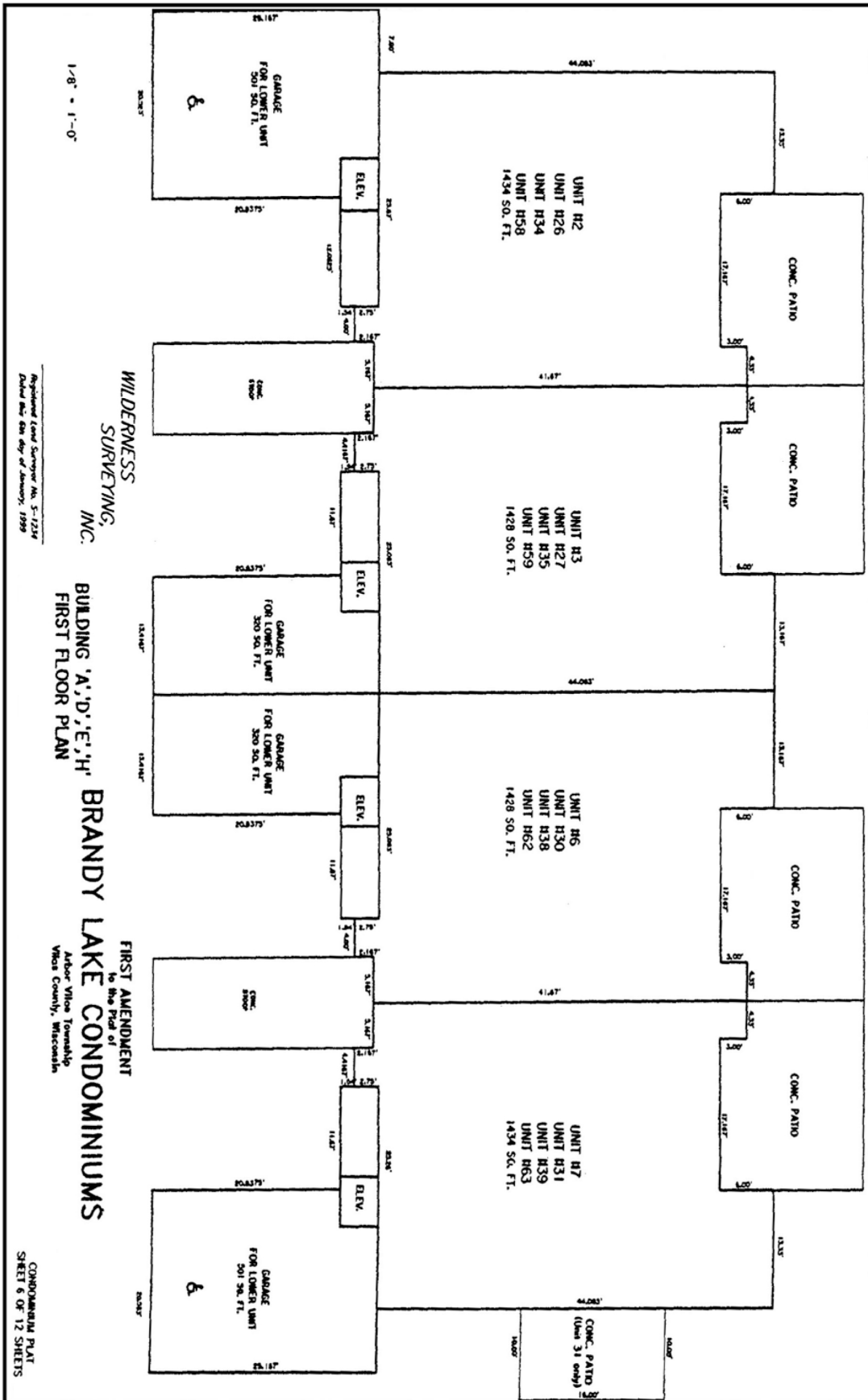
1/8" = 1'-0"

BUILDING 'C'
SECOND FLOOR PLAN
 FIRST AMENDMENT
 To the Plan of
BRANDY LAKE CONDOMINIUMS

Arbor White Township
 Vilas County, Wisconsin

WILDERNESS
SURVEYING,
INC.

Registered Land Surveyor No. S-1234
 Dated this 6th day of January, 1999
 CONDOMINIUM PLAN



1/8" = 1'-0"

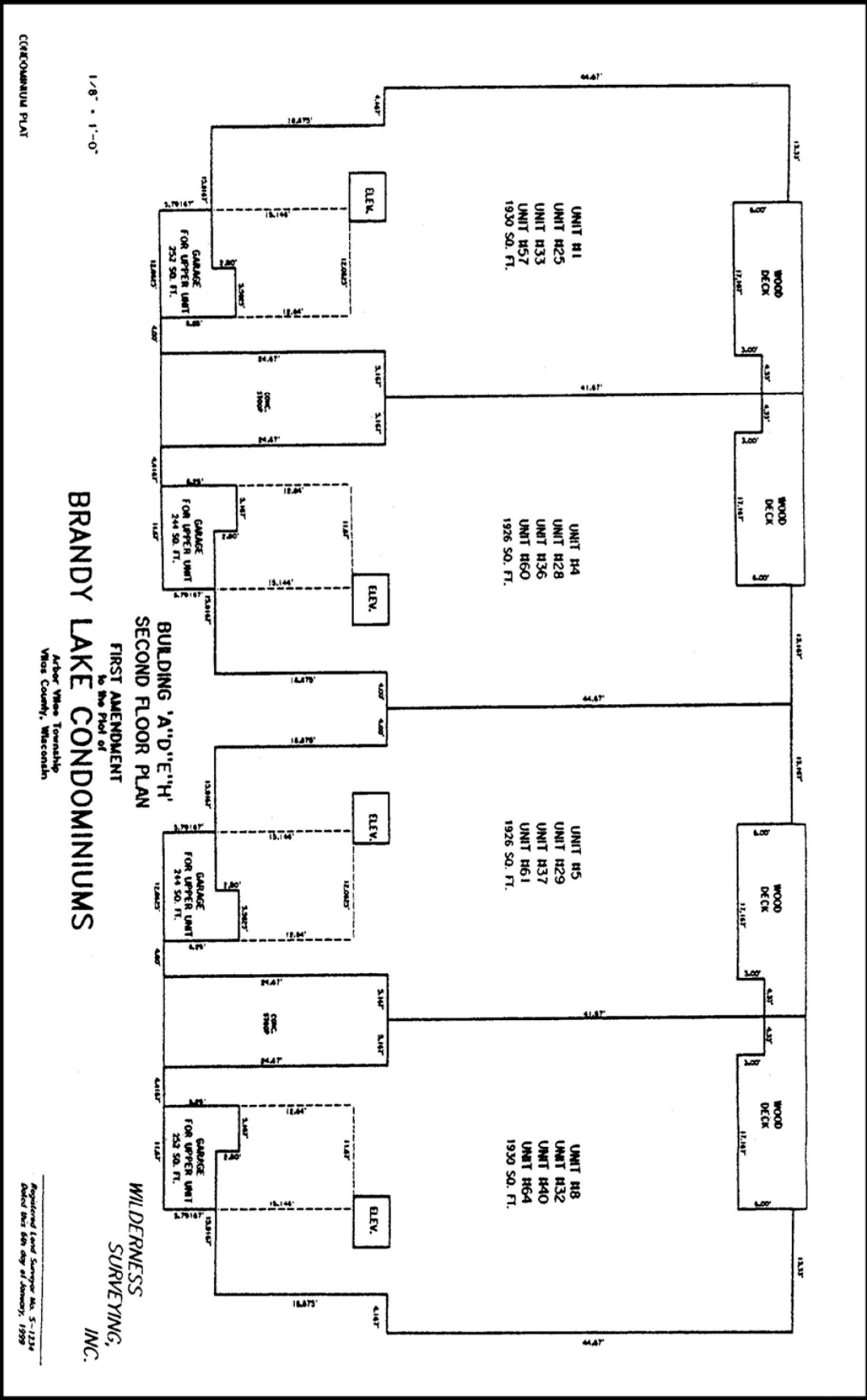
WILDERNESS SURVEYING, INC.

Registered Land Surveyor No. 5-1234
 Exired Dec 31st of January, 1999

BUILDING 'A, D, E, H'
 FIRST FLOOR PLAN

FIRST AMENDMENT
 to the Plan of
 BRANDY LAKE CONDOMINIUMS
 Arthur Village Township
 Wauch County, Wisconsin

CONDOMINIUM PLAN
 SHEET 6 OF 12 SHEETS



CONDOMINIUM PLAN

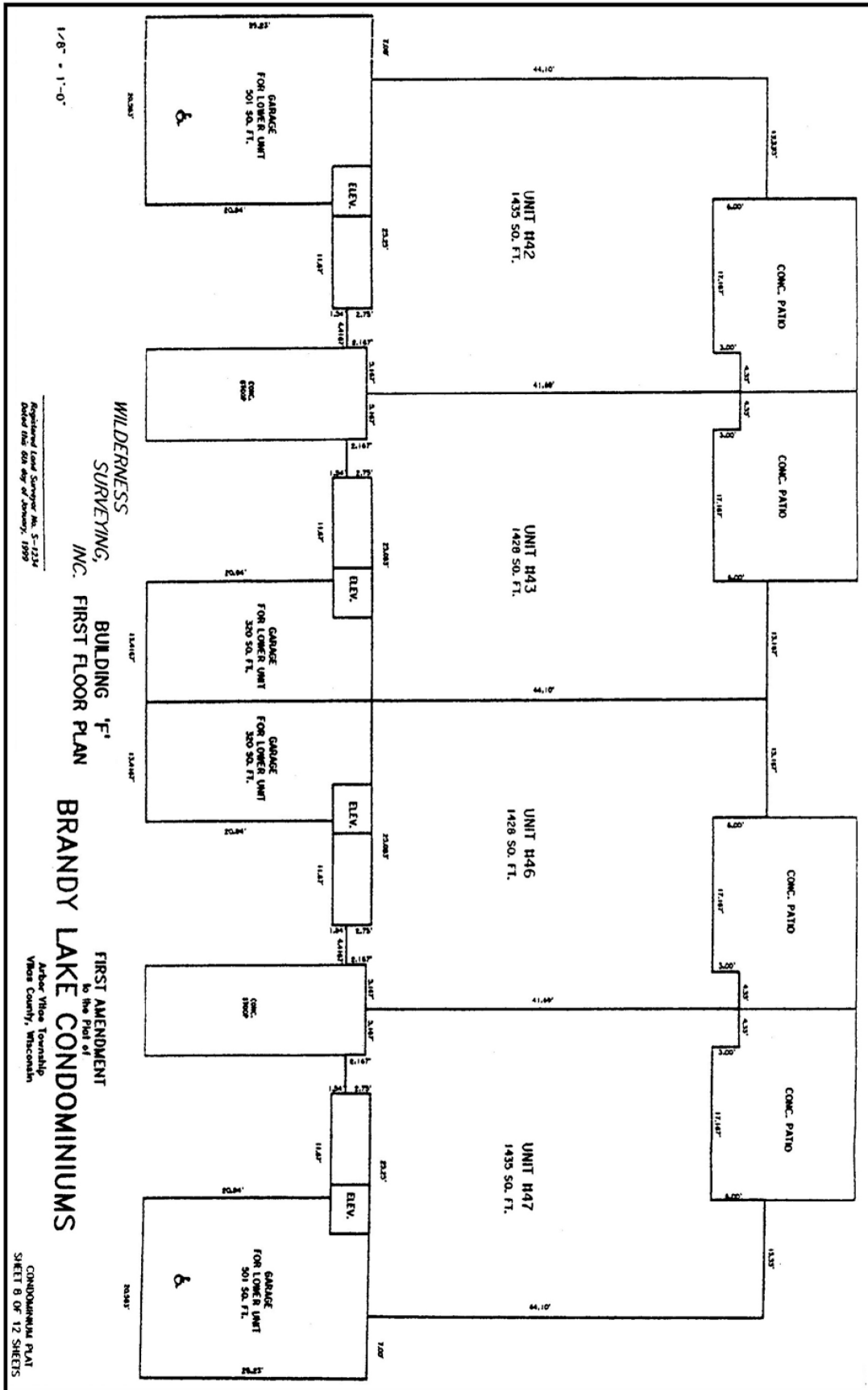
1/8" = 1'-0"

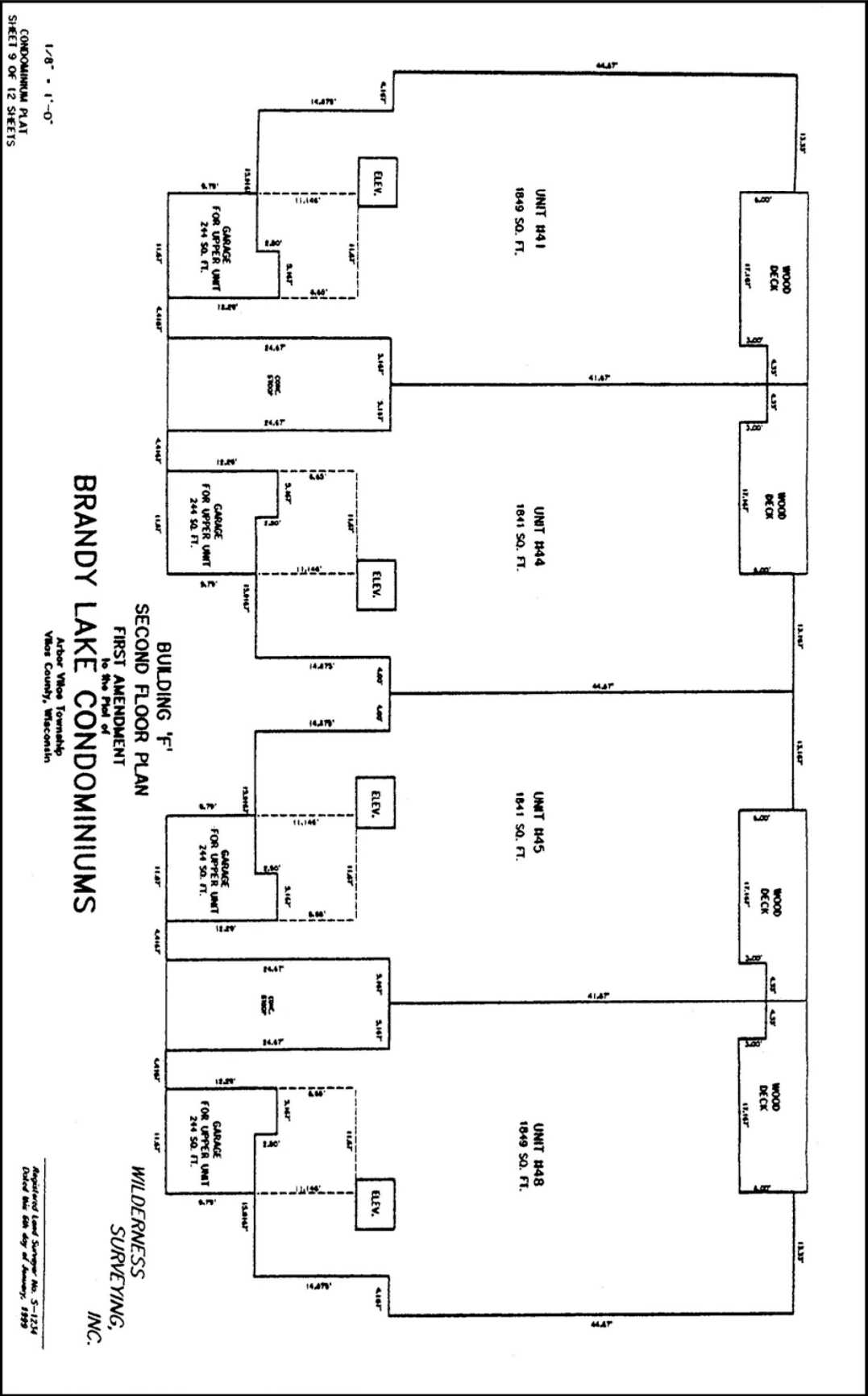
BUILDING 'A'D'E'-'H'
 FIRST AMENDMENT
 SECOND FLOOR PLAN

In the Plot of
BRANDY LAKE CONDOMINIUMS
 Arbor Vista Township
 Vilas County, Wisconsin

WILDERNESS
 SURVEYING,
 INC.

Registered Land Surveyor No. S-1234
 Dated this 6th day of January, 1999





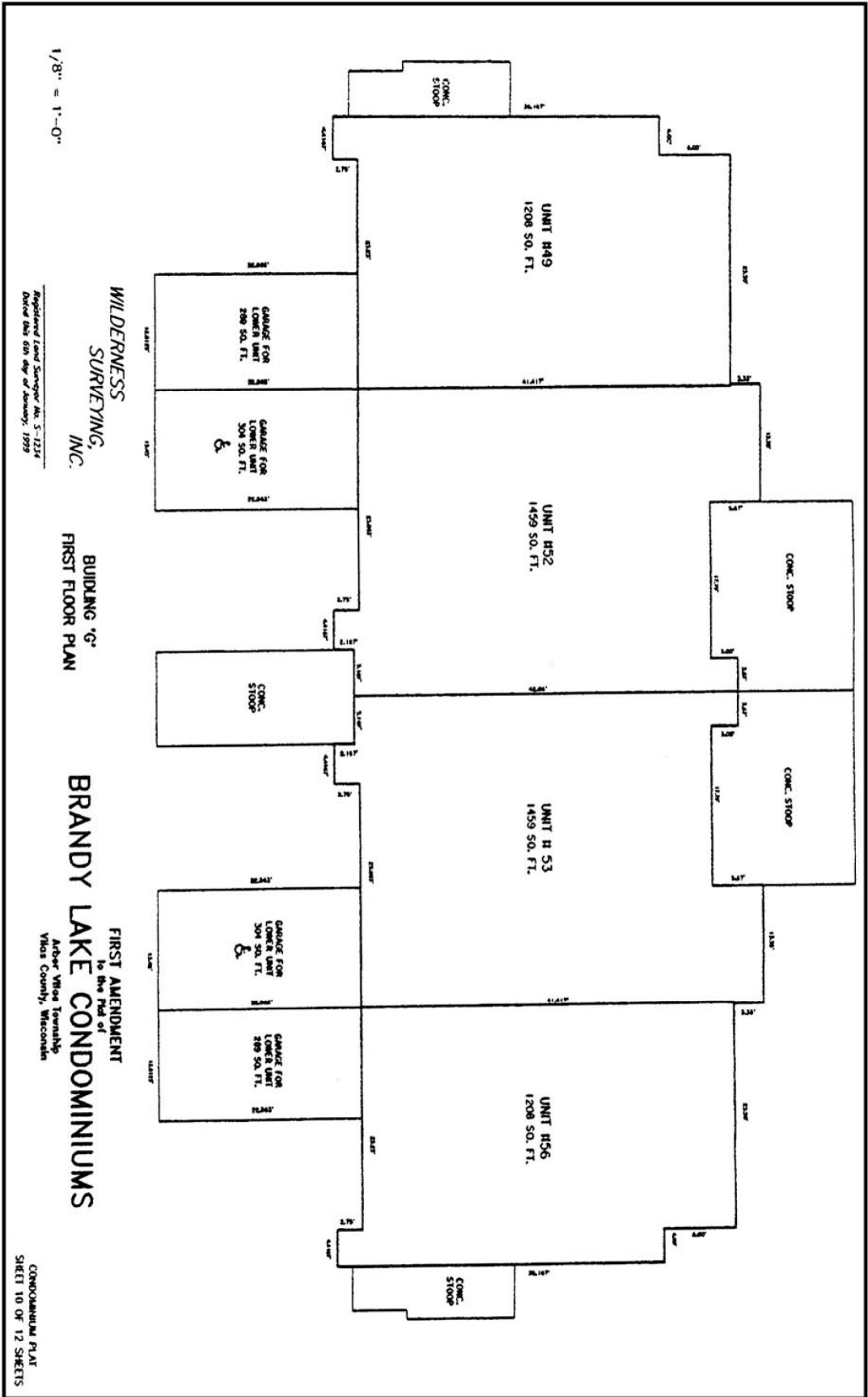
1/8" = 1'-0"
 CONDOMINIUM PLAN
 SHEET 9 OF 12 SHEETS

**BUILDING 'F'
 SECOND FLOOR PLAN
 FIRST AMENDMENT
 to the Plat of
 BRANDY LAKE CONDOMINIUMS**

Atchew White Township
 Vilas County, Wisconsin

**WILDERNESS
 SURVEYING,
 INC.**

Registered Land Surveyor No. S-1234
 Dated this 8th day of January, 1999



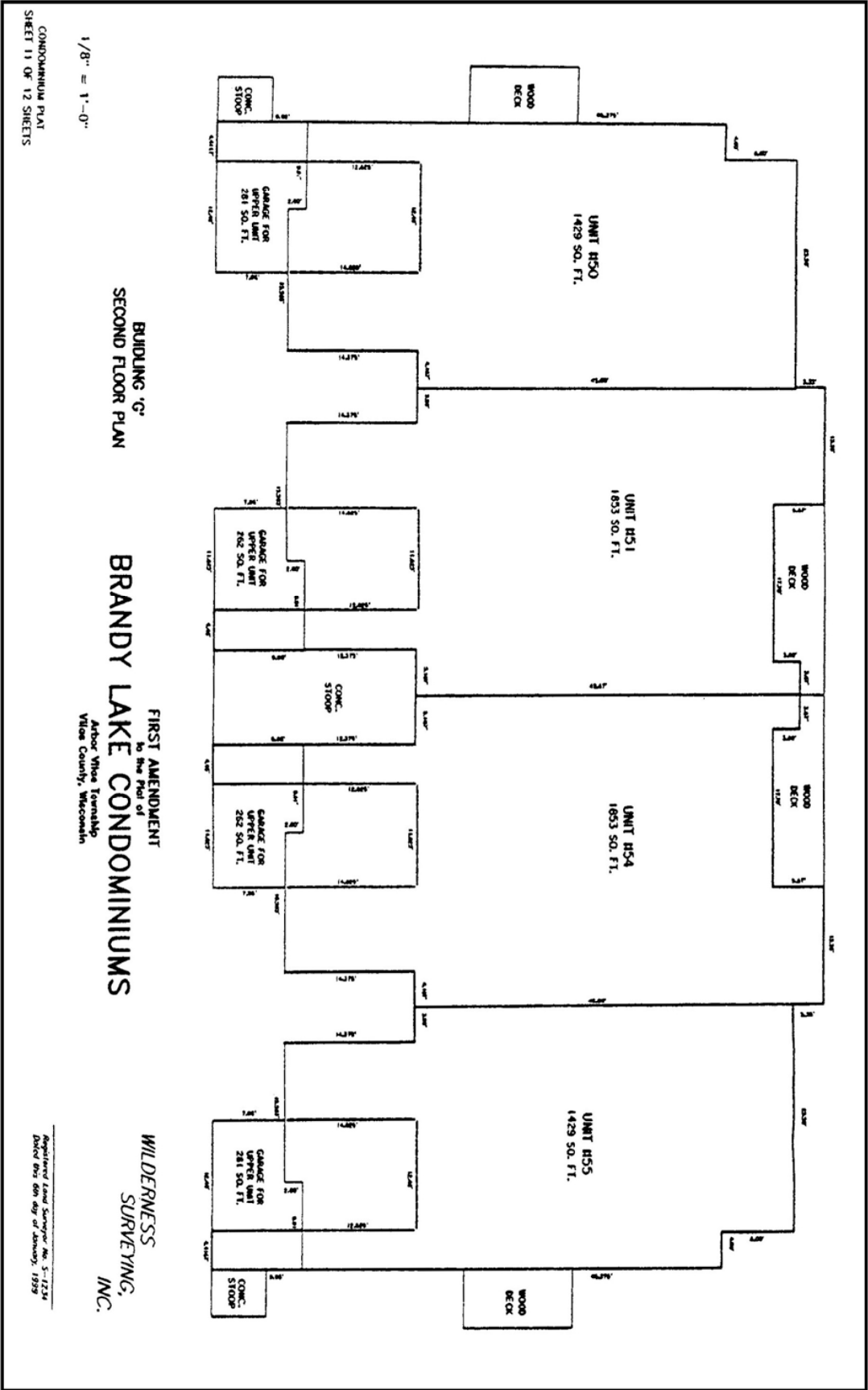
1/8" = 1'-0"

WILDERNESS SURVEYING, INC.
 Registered Land Surveyor No. S-1234
 Dated this 5th day of January, 1999

BUILDING 'G'
 FIRST FLOOR PLAN

FIRST AMENDMENT
 To the Plan of
BRANDY LAKE CONDOMINIUMS
 Arber, Wisc. Township
 Vilas County, Wisconsin

CONDOMINIUM PLAN
 SHEET 10 OF 12 SHEETS



1/8" = 1'-0"

CONDOMINIUM PLAN
SHEET 11 OF 12 SHEETS

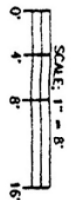
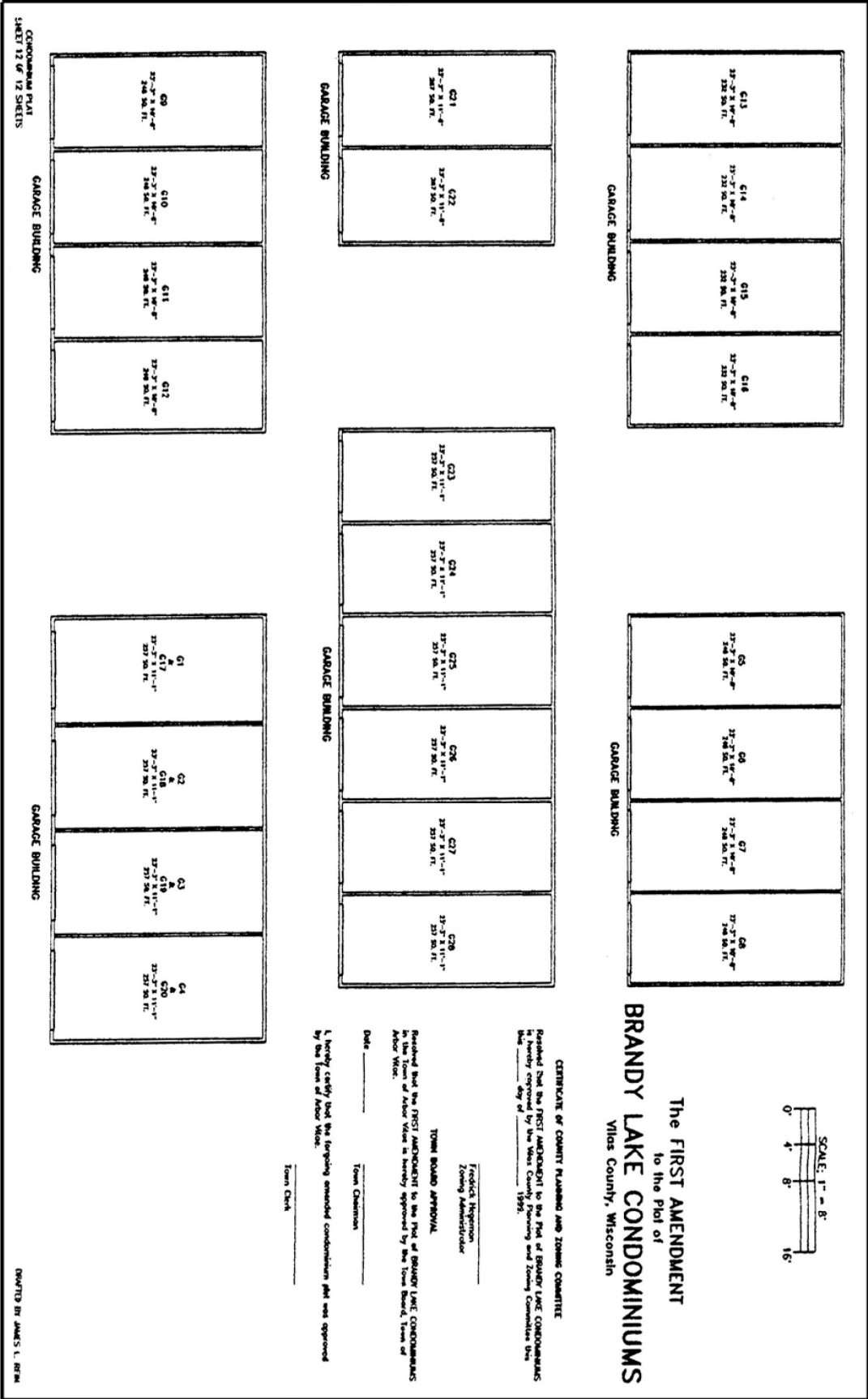
BUILDING 'G'
SECOND FLOOR PLAN

FIRST AMENDMENT
to the Plan of
BRANDY LAKE CONDOMINIUMS

Arbor Woods Township
Vilas County, Wisconsin

**WILDERNESS
SURVEYING,
INC.**

Registered Land Surveyor No. S-1234
Dated this 6th day of January, 1999



The FIRST AMENDMENT
to the Plot of
BRANDY LAKE CONDOMINIUMS
Vilas County, Wisconsin

CENTRIK OF COUNTY PLANNED AND ZONING COMMITTEE
Resolved that the FIRST AMENDMENT to the Plot of BRANDY LAKE CONDOMINIUMS
is hereby approved by the Vilas County Planning and Zoning Committee this
_____ day of _____, 1999.

Frederick Rogerson
Zoning Administrator

TOWN BOARD APPROVAL

Resolved that the FIRST AMENDMENT to the Plot of BRANDY LAKE CONDOMINIUMS
in the Form of Subdivision is hereby approved by the Town Board, Town of
Andover, Wisconsin.

Town Chairman

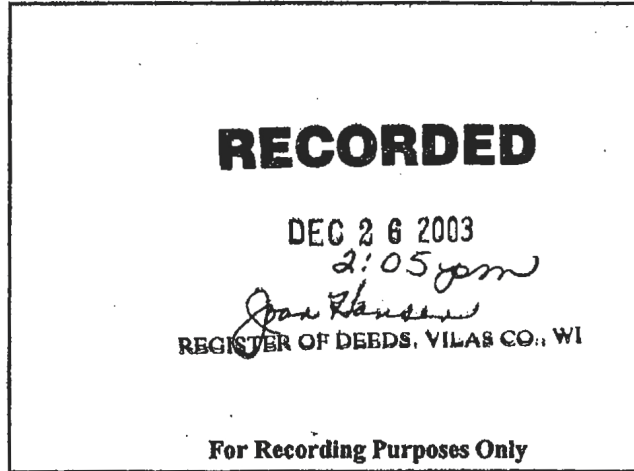
I hereby certify that the foregoing amended condominium plan was approved
by the Town of Andover, Wisconsin.

Town Clerk

CONDOMINIUM PLAN
SHEET 12 OF 12 SHEETS

DRAWN BY JAMES L. REEM

**SECOND AMENDMENT TO DECLARATION
OF BRANDY LAKE CONDOMINIUMS AND CONSENT
TO SECOND AMENDMENT TO THE PLAT OF
BRANDY LAKE CONDOMINIUMS**



Return to: Gregory J. Harrold, Esq.
Harrold, Scrobell & Danner, S.C. *51 jpd*
P.O. Box 1148
Minocqua, WI 54548

THIS Second Amendment to Declaration of Brandy Lake Condominiums and Consent to Second Amendment to the Plat of Brandy Lake Condominiums (hereinafter sometimes referred to as "Second Amendment") is made by the undersigned unit owners.

This Second Amendment amends the Declaration of Brandy Lake Condominiums recorded in Volume 752, Page 399 as Document No: 321270, and amends the First Amendment to Declaration of Brandy Lake Condominiums and Consent to First Amendment to the Plat of Brandy Lake Condominiums recorded in Volume 867 of Micro Records, Page 474, as Document No. 349965 on April 14, 1999;

This Second Amendment also amends the plat of Brandy Lake Condominiums recorded in Volume 3 of Condo Plats, page 4-21 as Document No. 321269 and the First Amendment to

the Plat of Brandy Lake Condominiums recorded in Volume 867 of Micro Records, Page 474 as Document No. 349965;

The Declarant and the unit owners have agreed to several changes in the layout of the Condominium including:

1. Enlarging the Garages near Unit A
2. Deleting Building H and replacing it with parking and garage areas;

The changes in the Declaration and Plat referred to in this Second Amendment are deemed to be in the best interests of the unit owners;

NOW, THEREFORE, the undersigned consent, declare and vote as follows:

1. The undersigned unit owner hereby consents to and approves the Second Amendment to the Plat of Brandy Lake Condominiums, a copy of which is attached hereto and incorporated herein by reference, and to the construction of all buildings located thereon. The changes that are consented to and approved are shown on the Second Amendment to the Plat of Brandy Lake Condominiums and include enlargement of the garage for garage units G21 - G26 and replacement of Building H with garage units G-27 - G-44 in two buildings as shown on the Second Amended Plat.

2. The Declaration of Brandy Lake Condominiums and the First Amendment are hereby amended as follows:

i) Article III - Condominium Units - paragraph A is amended to read as follows:

A. Description of Units: The Unit number of each Unit, its location, size, and immediate Common or Limited Common Elements to which it has access and other descriptive data are shown on the Plat. The legal description of each Unit shall hereafter consist of the Building Letter and Unit Number as shown on the Plat together with reference to the recording data of this Declaration and any amendment thereto, and shall be a good and sufficient description for all purposes. There are 56 Units in 7 buildings, (Buildings A through G) numbered consecutively in each Building (1-56).

The Unit Boundary of each Unit shall include that part of the building which lies within the following boundaries:

- a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit.
- b. The horizontal boundaries for each floor of the Unit shall be:
 - (i) the lower boundary - the plane of the base floor;
 - (ii) the upper boundary - the plane of the interior undecorated ceiling.
- c. All windows, window frames and doors, including all glass in windows and doors shall be part of the Unit.
- d. The Unit shall include the furnace and air conditioning condenser servicing the Unit.

Each upstairs Unit includes a one car garage at ground level together with the private stairway leading to the Unit. Each downstairs Unit includes a one car garage at ground level.

Detached Garages - In addition to the 56 units described above, there will be 44 garages which are shown on the Second Amended Plat, which shall become part of the Units owned by some of the owners of Units 1 - 56. These garages are all one car garages which are located in eight detached buildings and are identified on the Second Amended Plat as G-1 - G-44 consecutively. The garages will not be assigned to specific Units at any time. The garage owners will have no interest in the common elements and will have no vote due in the Association due to garage ownership. Garages will not be separately assessable, but will be assessed with the Unit owned by the Unit owner who also owns a garage. The owners of Units 1 through 56 may transfer their garages to other Unit owners. Any transfer of garage units shall be in writing and shall be recorded with the Register of Deeds for Vilas County, Wisconsin. The owners of garages G-1 through G-44 will be allowed to freely transfer garages among themselves. It is an absolute requirement that only Brandy Lake Condominium Unit Owners may own garage units. No Brandy Lake Condominium Unit owner may transfer, assign, lease or otherwise alienate any garage unit to any person or entity that is not an owner of Units 1 through 56. Under the terms of this Second Amendment, a garage shall be considered a part of the Unit owned by its respective owner for all purposes including but not limited to maintenance and insurance. The owner of each garage unit shall pay, in addition to all assessments required under the Declarations, a monthly "garage fee" for each garage owned which shall include costs of insurance, utilities, maintenance, and taxes (if applicable). Said garage fee shall be determined in the same manner as assessments under Article VIII. A. The boundary of each garage shall be that part of the building which lies within the following boundaries:

- a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls or the garage door of the garage.
- b. The horizontal boundaries shall be the plane of the bottom of the concrete slab of the garage and the top shall be the plane of the interior undecorated ceiling.
- c. All windows, window frames and doors, including all glass in windows and doors shall be part of the garage unit.

No signs of any type or nature may be placed on any garage and the garage may only be utilized for the personal use of unit owners incident to single family residential occupation.

Declarant shall have the right to construct, own and sell all garage units. In consideration therefore, the Declarant relinquishes its right to construct Building H and its ownership of Units 57-64.

ii) The last paragraph of Article III E is amended as follows:

<u>Unit Number</u>	<u>Percentage of Ownership</u>
1-56	1.785% Each

iii) The last sentence of Article III G is amended to read:

"The total number of votes shall be fifty-six (56) and the vote of a Unit is not divisible."

iv) Article II - B(10), is amended to read as follows:

(10) "Plat" means the Second Amendment to Plat of Brandy Lake Condominiums and drawings of the individual units showing all units and real estate submitted pursuant to the provisions of this Act. Said Second Amendment to Plat of Brandy Lake Condominiums by this reference is incorporated herein.

WE AGREE

UNIT No. B-12

OWNERS : JAMES + DEBRA SPEIRS

OWNER : James A. Speirs

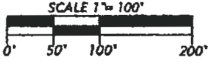
OWNER : Debra S. Speirs

Signatures authenticated
Oct 21, 2003
GJ Harold

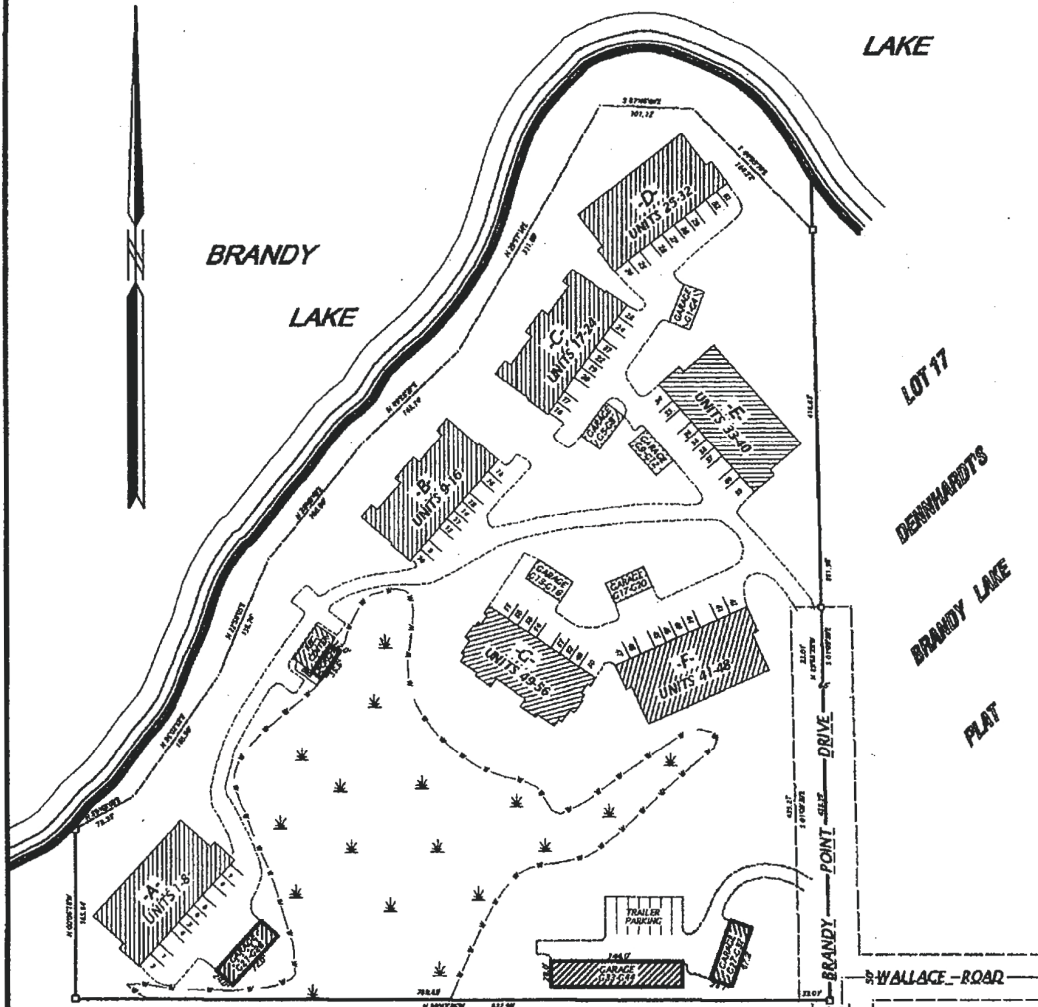
THIS DOCUMENT WAS DRAFTED BY:
Gregory J. Harrold, ESQ.
Harrold, Scrobell & Danner, S.C.
State Bar No. 1016193
P.O. Box 1148
Minocqua, WI 54548
715-356-9591

AMENDED UNIT SQUARE FOOTAGE

Porch = 426 sq. ft.
 Garage G21-G26 = 1728 sq. ft.
 Garage G33-G44 = 4032 sq. ft.
 Garage G27-G32 = 1624 sq. ft.



Bearing base assumed, referenced to the south line of the NW 1/4 of the SE 1/4 bearing N82°32'26\"/>



SECOND AMENDMENT
 to the Plat of
BRANDY LAKE CONDOMINIUMS
 being part of
NW 1/4 of the SE 1/4
SECTION 35, T40N, R6E
 Arbor Vitae Township
 Vilas County, Wisconsin
 SURVEYOR'S CERTIFICATE

I, James L. Rein, Registered Land Surveyor No. S-2235, hereby certify that in full compliance with Chapter 703 of the Wisconsin Statutes and by the direction of Brandy Lake Condominiums, Inc., by Robert A. Rynders, President, I have surveyed and mapped the SECOND AMENDMENT to the Plat of BRANDY LAKE CONDOMINIUMS; that this plat correctly represents the exterior boundary of said condominiums and that the identification of each unit and the common elements can be determined thereon; that the digressions for plots of each unit are provided on Sheet 2; and that the condominium boundary is more particularly described as follows:

Being a parcel of land located in the Northwest Quarter of the Southeast Quarter, Section 35, Township 40 North Range 6 East, Arbor Vitae Township, Vilas County, Wisconsin.

Commencing at the Meander Corner where the east line of Section 35 intersects the southerly shore of Arrowhead Lake, marked by a capped aluminum monument; thence South 81 degrees 11 minutes 12 seconds West for a distance of 1318.34 feet to the Southeast Station Corner, marked by a concrete monument in the westerly shoulder of Swenson Road; thence North 88 degrees 43 minutes 26 seconds West for a distance of 33.01 feet along the south line of the Northwest Quarter of the Southeast Quarter to the place of beginning, marked by an iron pipe on the westerly right of way line of Swenson Road.

Thence commencing North 69 degrees 43 minutes 28 seconds East for a distance of 700.00 feet along the south line of the Northwest Quarter of the Southeast Quarter to a concrete monument; thence North 00 degrees 05 minutes 18 seconds West for a distance of 185.84 feet to a concrete monument near the southerly shore of Brandy Lake; thence commencing along the lake North 59 degrees 48 minutes 03 seconds East for a distance of 71.25 feet North 35 degrees 03 minutes 52 seconds East for a distance of 103.96 feet; North 22 degrees 50 minutes 05 seconds East for a distance of 138.74 feet; North 36 degrees 48 minutes 43 seconds East for a distance of 166.68 feet; North 46 degrees 28 minutes 27 seconds East for a distance of 143.14 feet; North 29 degrees 57 minutes 14 seconds East for a distance of 311.68 feet; South 87 degrees 45 minutes 04 seconds East for a distance of 101.12 feet and South 44 degrees 33 minutes 16 seconds East for a distance of 181.70 feet to concrete monument on the west line of Lot 17 in the plat of DENHARDT'S BRANDY LAKE PLAT; thence South 01 degrees 09 minutes 39 seconds East for a distance of 411.63 feet along the west line of said Lot 17 to an iron pipe on the northerly terminus of Swenson Road, marked by an iron pipe; thence along said northerly terminus of Swenson Road North 80 degrees 58 minutes 39 seconds West for a distance of 33.01 feet to an iron pipe; thence along the westerly right of way line of Swenson Road South 01 degrees 09 minutes 39 seconds East for a distance of 433.21 feet to the place of beginning.

Including also all lands lying between the meander line and the shore of Brandy Lake.

Dated at Menomonie, Wisconsin
 this 8th day of November, 2003
 WILDERNESS SURVEYING, INC.

James L. Rein
 Registered Land Surveyor
 No. S-2235

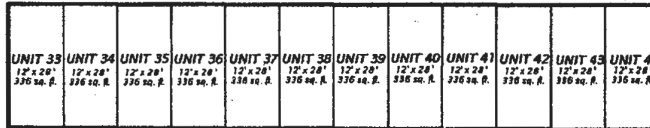
CONDOMINIUM PLAT
 SHEET 1 OF 2

WILDERNESS SURVEYING, INC.
 Post Office Box 1111 - 8793 East Court
 Menomonie, Wisconsin 54848-1111
 715/438-1100 - www.wildernesssurveying.com

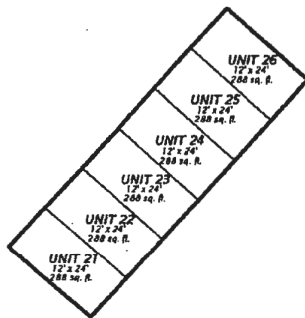
Map Number: 98-172rev File Number: 9-35-406
 Drafted by: James L. Rein

SECOND AMENDMENT
to the Plat of
BRANDY LAKE CONDOMINIUMS
Arbor Vitae Township
Vilas County, Wisconsin

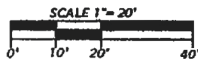
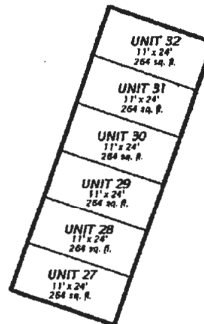
GARAGE BUILDING G33-G44



GARAGE BUILDING G21-G26



GARAGE BUILDING G27-G32



CERTIFICATE OF PLANNING AND ZONING DEPARTMENT

Resolved that the SECOND AMENDMENT to the Plat of BRANDY LAKE CONDOMINIUMS is hereby approved by the Vilas County Planning and Zoning Department this _____ day of _____, 200X.

Deann Schwab
Zoning Administrator

CONDOMINIUM PLAT
SHEET 2 OF 2

WILDERNESS SURVEYING, INC.	
Post Office Box 1111 - 8793 Earle Court Minocqua, Wisconsin 54648-1111 Telephone: (715) 369-6100 - www.wildernesssurveying.com	
Map Number: 98-122rev File Number: 9-35-406 Drafted by: James L. Rein	Arvidson:

413332

**NONSTOCK
ARTICLES OF INCORPORATION**

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

Article 1.

The name of the corporation is Brandy Lake Property Owners Association, Inc.

Article 2.

The period of existence shall be perpetual.

Article 3.

The purposes shall be in any lawful activities authorized by Chapter 181 of the Wisconsin Statutes including, but not limited to, being a condominium unit owners association as authorized by Section 703.02(1m).

Article 4.

The principal office is located in Vilas County, Wisconsin.

The address of such principal office is 300 Swenson Drive, Arbor Vitae, Wisconsin 54568

--
| The complete address, including street and |
| number, if assigned, and the ZIP code, must |
be stated.

Article 5.

The name of initial registered agent is Robert A. Rynders

Article 6.

The address of the initial registered agent is P.O. Box 89, Minocqua, WI 54548

--
| The complete address, including street and |
| number, if assigned, and the ZIP code, must. |
be stated.

Article 7.

These articles may be amended in the manner authorized

Select ONE of the following. Cross out the ONE not selected.

Article 8.
The number of directors shall be fixed by by-law but shall be not less than three.

OR

Article 8.
~~The number of directors shall be fixed by by-law but shall be not less than three.~~

Article 9.

The names and addresses of the initial board of directors are

Robert A. Rynders, P.O. Box 89, Minocqua, WI 54548; Vicky Demming, 9893 Morgan Oaks Drive, Apt. 4; Minocqua, WI 54548; Jean M. Rein, 8726 Jeanie Lane, Minocqua, WI 54548

--
At least 3, with complete address including street and number, if assigned, and the ZIP code

Select ONE of the following. Cross out the ONE not selected.
See instructions on page 3, Item G.

Article 10.
Membership Provisions will be set forth by by-law

OR

Article 10. (~~See Instructions G~~)
~~Membership Provisions~~

Article 11.
(Other provisions)

Article 12.

The name and address of incorporator ^{is} (~~XXXXXXXXXXXXXXXXXXXX~~)

NAME

ADDRESS

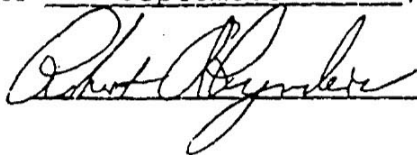
(street & number, city, state & ZIP code)

- 1) Robert A. Rynders
- 2) _____
- 3) _____
- 4) _____

P.O. Box 89, Minocqua, WI 54548

Executed in duplicate on the 20 day of September, 19 96

All incorporators
SIGN HERE

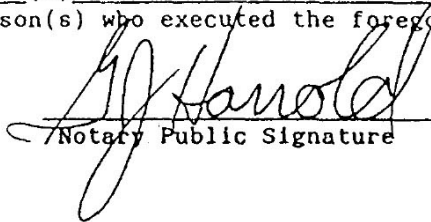


NOTARY: In completing this section, please specifically name the individual(s) whose signature(s) you are witnessing. The name(s) you cite should agree in every particular with the printed or typewritten name(s) as it appears in Article 12. Affix your seal, sign and state commission expiration date.

STATE OF WISCONSIN
County of Oneida SS.

Personally came before me this 20th day of September A.D., 1996
the aforementioned incorporator(s) (1) Robert A. Rynders
(2) _____ (3) _____ (4) _____
to me known to be the person(s) who executed the foregoing instrument, and
acknowledged the same.

My commission
expires


Notary Public Signature

| Notarial |
Seal

=====
(715)
=====
This document was drafted by Gregory J. Harrold 356-9591 (See instructions)
(Name of individual required by law) (Phone)
Please print or type
=====

INSTRUCTIONS AND SUGGESTIONS

CONTENT OF THE FORM

- A. Article 1. The name must contain "Corporation", "Incorporated", or "Limited" or the abbreviation of one of those words. Please list, in order of preference, a second and third choice name. (2) _____
(3) _____
- B. Article 2. Insert "perpetual". You may insert any limitation desired, but not indefinite or a word to imply an indefinite status. Corporate existence begins as of the date that the articles of incorporation are approved for filing by the Secretary of State's office.
- C. Article 3. May show definite purposes or may use language to the effect that the corporation may engage in any lawful activities authorized by Chapter 181 of the Wisconsin Statutes. (The statute expressly states that it is not necessary to enumerate the powers.)
- D. Article 4. Give complete mailing address of the corporation's principal office in Wisconsin, including street name and number, city and ZIP code, and the COUNTY within which the office is located. P.O. Box addresses may be used.
- E. Articles 5 and 6. The corporation must have a registered agent in Wisconsin. Be sure and show a complete address, including street and number, city and ZIP code for the registered agent. P.O. Box address may be included for mailing purposes.
- F. Article 9. Sec. 181.20(2) provides that the initial board of directors shall be named in the articles of incorporation. The number of directors shall not be less than 3. Please give complete addresses, including street and number, city and ZIP code for all directors.
- G. Article 10. If the membership provisions are set forth in the articles of incorporation (rather than in the by-laws), provide for A) method of accepting and discharging members; B) any denial or restriction of voting rights; and C) any classification of members, including the distinguishing features of each class. If the corporation is to have NO MEMBERS, strike out both imprinted articles 10 and substitute the remark that "The corporation is to have no

ARTICLES OF INCORPORATION

Mail Returned Copy to:

(FILL IN THE NAME AND ADDRESS HERE)

Gregory J. Harrold
P.O. Box 1148
Minocqua, WI 54548

If a problem exists with the filing of this form, may we call you to attempt to resolve it? If so, please provide us with a phone number at which you can be reached during the day. 715 - 356-9591.

INSTRUCTIONS AND SUGGESTIONS (Continued)

- H. Article 12. Have the INCORPORATOR SIGN before a Notary Public. The number of incorporators may be one or more, but all the incorporators listed in the articles must sign. Make sure that both of the copies have ORIGINAL SIGNATURES. Carbon copy, xerox, or rubber stamp signatures are not acceptable.
- I. Notary public must SIGN AND AFFIX SEAL on both copies of the articles, and complete their statement in the area provided. Make sure that original signatures and seal impressions appear on both copies.
- J. If the document is executed or acknowledged in Wisconsin, sec. 14.38(14) of the Wisconsin Statutes provides that it shall not be filed unless the name of the person (individual) who, or the governmental agency which, drafted it is printed, typewritten, stamped or written thereon in a legible manner.

PREPARATION, FEES AND TRANSMITTAL

- K. Prepare document in DUPLICATE ORIGINAL. Furnish Secretary of State two identical copies of the articles of incorporation. (Mailing address: Corporation Division, Secretary of State, P.O. Box 7846, Madison, WI 53707). One copy will be retained (filed) by Secretary of State and the other copy transmitted directly to the Register of Deeds of the county within which the corporation's principal office is located, together with your check for the recording fee. When the recording has been accomplished, the document will be returned to the address you furnish on the back of the form.
- N. Two SEPARATE REMITTANCES are required.
 - 1) Send a FILING FEE of \$35 payable to SECRETARY OF STATE with the articles of incorporation. Your cancelled check is your receipt for fee payment.
 - 2) Send a RECORDING FEE of \$10 (or more) payable to REGISTER OF DEEDS with the articles of incorporation. Name the COUNTY within which the corporation's principal office is located. Recording fee for this standard form is \$10. If you append additional pages, add \$2 more recording fee for each additional page. Please furnish the fee for the Register of Deeds in check form to this office and we will transmit it to the Register of Deeds with the document for recording.

NOTE: Corporations that expect to apply to Internal Revenue Service for TAX EXEMPT STATUS are advised to consult that agency before preparing their articles of incorporation. Particular language and specifications must be included in the document

Brandy Lake Condominiums, Inc.
Registered Agent
Board of Directors and Officers
2020-2021

Registered Agent: Lee Schultz
300 Brandy Point Dr., #99
Arbor Vitae, WI 54568

Board of Directors and Officers:

President..... Neal Kania
Vice President..... George Oberlander
Treasurer Ramona Widick
Secretary Eugene Cole
Member-at-large Sandra Hanford

BRANDY LAKE PROPERTY OWNERS ASSOCIATION
FIFTY-SIX (56) HOMES
MONTHLY FEES PER UNIT BASED ON 2021 APPROVED BUDGET

<u>CATEGORY+</u>	<u>MONTHLY FEE</u>
Accounting/Bookkeeping/Legal	\$ 4.00
Administration of Association	\$ 8.00
Boat Slips, Piers & Milfoil Mitigation	\$ 16.00
Common Area Utilities	\$ 15.00
Common Recreation Center	\$ 4.00
Grounds Keeping/Maintenance Services/Supplies/Repairs	\$ 76.00
Insurance – Exterior Building/General Property	\$ 45.00
Lakeland Sanitary – Sewer and Water Charges	\$ 17.00
Trash Removal	\$ 9.00
Cable TV & Internet	\$ 58.00
Reserve Fund	<u>\$ 28.00</u>
Total Monthly Assessment Per Unit	\$280.00
Extra Garages (each)	\$ 20.00

The budget expenses are derived from prior year operations. The budgeting is based on fifty-six (56) units. Amounts may vary from year to year as operation costs change. Any surpluses will be credited to the Associations reserve account. Unit utilities such as electricity, gas and real estate taxes are the responsibility of the individual unit owners.

Effective: January 1, 2021

BYLAWS BYLAWS
of
BRANDY LAKE PROPERTY OWNERS ASSOCIATION, INC.
A Wisconsin Non-Profit Corporation

The following Bylaws shall govern the operation of Brandy Lake Condominiums.

The Brandy Lake Property Owners Association, Inc., is a Wisconsin non-profit Corporation, organized and existing under the laws of the State of Wisconsin for the Purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation) the Brandy Lake Condominiums.

ARTICLE I
THE ASSOCIATION

Section 1. The office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors of the Association. The mailing address of the Association is 300 Brandy Point Drive #99, Arbor Vitae, Wisconsin 54568-8900.

Section 2. As used herein, the "Corporation" shall be the equivalent of "Association", as defined in the Declaration of the Condominium.

ARTICLE II
MEMBERSHIP AND VOTING PRIVILEGES

Section 1. *Membership:* Membership in the Association shall be limited to owners of the condominium units subject to the Declaration of Condominium of Brandy Lake Condominiums. Transfer of unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If a unit ownership is vested in more than one (1) person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "voting member".

Section 2. *Voting:*

A. The owner(s) of each condominium unit shall be entitled to one (1) vote. The vote of a Condominium unit shall not be divisible.

B. A Majority of unit owner's total votes shall decide any question, unless the Declaration of Condominium Bylaws or Articles of Incorporation of the Association provide otherwise.

Section 3. *Quorum:* Unless otherwise provided in these Bylaws, the presence in person by proxy of twenty-five (25%) percent of the unit owners' total votes shall constitute a quorum.

Section 4. *Proxies:* Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote or by his duly authorized attorney-in-fact (as set forth below in Section 5). No proxy shall be valid after one hundred eighty (180) days from the date of its execution, unless said proxy is granted to a mortgagee or lessee. Where a unit is owned by more than one person,

entity or both, and if said owners have not designated one of them as a voting member, a proxy must be signed by all owners (including joint tenants) where a third person is designated.

Section 5. *Designation of Voting Member:* If a Condominium unit is owned by one (1) person, his right to vote: shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one (1) person, the person entitled to cast the vote for the unit shall be designated in a certificate, signed by all of the recorded owners of the unit and filed with the secretary of the Association. If the Condominium unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the unit for the corporation shall be designated in a certificate for this purpose, signed by the president of the corporation, attested to by the secretary or assistant secretary of that corporation, and filed with the secretary of the Association. If a Condominium is owned by joint tenancy by persons, entitled, or both, the following three provisions are applicable thereto:

A. They may, but they shall not be required to, designate a voting member.

B. If they do not designate a voting member and if said joint tenants are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on the subject at the meeting. (As previously provided, the vote of a unit is not divisible).

C. Where said joint tenants do not designate a voting member, and at least one (1) but less than all, are present at a meeting, the person or persons present may cast the unit vote, just as though he or she owned the unit individually and without establishing the concurrence of the absent person or persons.

Certificates shall be valid until revoked or superseded by a subsequent certificate, or until a change in the ownership of the unit concerned.

Section 6. *Limitations on Voting Rights:* The voting rights of a member are subject to the punctual payment of annual and special assessments levied by the Association. A member's voting right may be suspended by action of the Board of Directors of the Association has recorded a statement of condominium lien upon the member's unit and the amount necessary to release the lien has not been paid at the time of the meeting. Upon payment of the amount necessary to release the lien, a member's voting right shall be automatically restored.

ARTICLE III MEETING OF THE MEMBERSHIP

Section 1. *Place:* All meetings of the Association membership shall be held at the condominium property, or at such other place and such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting and shall be open to all unit owners.

Section 2. *Notices:* It shall be the duty of the Secretary to mail or deliver a notice of each annual meeting, stating the time and place thereof, to each unit owner of record at least ten (10) days but not more than fifty (50) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Association.

Section 3. *Annual Meeting:* The annual meeting shall be held at 9:00 a.m., local time, on a Saturday in July of each year as determined by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited), a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

Section 4. *Special Meeting*: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing twenty (20%) percent or more of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transactions at all special meetings shall be confined to the subject stated in the notice thereof.

Section 5. *Waiver and consent*: Whenever the vote of the members at a meeting is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of the members may be dispensed with if all of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 6. *Adjourned Meeting*: If any meeting of the members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. *The Management Firm*: The Management Firm, hired by the Association, as long as any management agreement remains in effect, shall be entitled to notice of all Association meetings, and be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE IV DIRECTORS

Section 1. *First Board of Directors*:

A. The first Board of Directors of the Association who shall hold office and serve until their successors have been elected and qualified, shall consist of the following: Robert A. Rynders, Vicky L. Deming and Jean M Rein.

B. The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 2. *Number, Term and Qualifications*: The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons, as is determined from time to time by the members. All directors, except those designated by the Declarant, shall be members of the Association. All officers of the unit owners shall be deemed to be members of the Association so as to qualify as a director herein. The term of each initial director's service shall be as follows: One (1) member of the Board of Directors shall serve a term of three (3) years, one (1) member shall serve a term of two (2) years and one (1) member shall serve a term of one (1) year. The terms of additional directors, if any, shall be such that no more than two directors shall be elected at one time.

Section 3. *Removal of Directors*: At any time after the first annual meeting of the membership at any duly-convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total vote present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. *Vacancies of Directorate*: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of

the remaining directors, though less than a full quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term, in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. *Disqualification and Resignation of Directors:* Any director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected at such first annual meeting of the membership, the transfer of title of his unit by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue on the Board should he be more than thirty (30) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. *Regular Meetings:* The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all unit owners.

Section 7. *Special Meetings:* Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. *Directors' Waiver of Notice:* Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, except where a director attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. *Quorum:* At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, as originally called, such business may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for the purpose of determining a quorum.

Section 10. Compensation: The directors' fees, if any, shall be determined by the voting members.

Section 11. Developer's Selection of Directors: Pursuant to Article IV of the Declaration of a Condominium, and subject to the limitations prescribed therein, the Developer shall have the right to designate the directors, who need not be owners of units in the condominium, and said directors may not be removed by members of the Association, as elsewhere provided herein.; and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Developer.

Section 12. The Management Firm: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to notice of all directors' meetings and shall be entitled to attend the directors' meetings and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 13. Powers and Duties: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these Bylaws, directed to be exercised or done by unit owners. These powers shall specifically include, but shall not be limited to the following:

A. The exercise of all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation in these Bylaws, the Condominium Ownership Act, including those powers set forth in Section 703.15(3)(b) thereof, and all powers incidental thereto.

B. To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and power of the Association.

C. To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

D. To make and amend rules and regulations respecting the operation and use of the common elements, condominium property and Association properties, and the use and maintenance of the condominium units therein.

E. To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association. To contract for the management or operation of portions of the common elements or Association properties susceptible to the separate management or operation thereof, and to lease or concession such portions.

F. The further improvement of the condominium property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, subject to the provisions of the applicable Declaration of Condominium, this Association's Articles of Incorporation, and these Bylaws.

G. Designate one or more committees which, to the extent provided in the Resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committees shall consist of at least three (3)

members of the association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to the approval by unit owners when such is specifically required.

ARTICLE V OFFICERS

Section 1. *Elective Officers:* The principal officers of the Association shall be a president, vice president, secretary and a treasurer, all of whom shall be elected by the Board of Directors.

One (1) person may not hold more than one (1) of the aforementioned offices, except one (1) person may be both secretary and treasurer. The president and vice president shall be members of the Board of Directors.

Section 2. *Election of Officers:* The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. *Appointive Officers:* The Board may appoint assistant secretaries and assistant treasurers, and such other officers as the Board of Directors deems necessary.

Section 4. *Term:* The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by the majority of the whole Board of Directors (e.g. if the Board of Directors is composed of five (5) persons, then three (3) of said directors must vote for approval). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. *The President:* He 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 executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. *The Vice President:* He shall perform all of the duties of the president in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association. He, together with the secretary, shall count votes at meetings of the unit owners.

Section 7. *The Secretary:* He shall issue notices of all Board of Directors meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the Association's corporation record book, records and papers, if any, except those kept by the treasurer. The Assistant Secretary shall perform the duties of the secretary when the secretary is absent. He, together with the Vice President, shall count the votes at meetings of the unit owners.

Section 8. *The Treasurer:*

A. He shall have custody of the Association's funds and securities, except the funds payable to any management firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect and account for each unit within the condominium.

B. He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the president and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all its transactions as the treasurer and of the financial condition of the Association.

C. He shall collect the assessments and maintenance fees and shall promptly report the status of the collections and of all delinquencies to the Board of Directors.

D. He shall give status reports to potential transferees on which reports the transferees may rely.

E. The assistant treasurer shall perform the duties of the treasurer when the treasurer is absent.

F. The duties of the treasurer may be fulfilled by a management firm employed by the Association. If a management firm is so employed, said management firm shall fulfill the duties of the treasurer, and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the treasurer of the Association.

ARTICLE VI
FINANCES, ASSESSMENTS AND MAINTENANCE FEES

Section 1. *Depositories:* The funds of the Association shall be deposited in such bank(s) and depositories as may be determined by the Board of Directors from time to time upon resolution approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association; provided, however, that the provisions of any management agreement between the Association and a Management Firm relative to the subject matter of this Section shall supersede the provisions hereof.

Section 2. *Fidelity Bonds:* The treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premium on such bond shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the management firm, under the terms of the management agreement, attached to the Declaration of Condominium to which these Bylaws are attached, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and who is to be bonded, if any, among its employees.

Section 3. *Fiscal Year*: The fiscal year for the Association, shall end on December 31 for each year provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deem it advisable.

Section 4. *Determination of Assessments*:

A. The Board of Directors of the Association shall fix and determine from time to time, the sum necessary and adequate for the common expenses of the condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or it the provisions of the Declaration of Condominium to which the.sc Bylaws are attached. The Board of Directors is specifically empowered, in behalf of the Association to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided by the Declaration. Special assessments, should such be required by the Board of Directors shall be levied in the same manner determined by the Board of Directors. All funds due under these Bylaws, which- are attached to the Declaration of Condominium to which these Bylaws are attached and said Declaration of Condominium, are common expenses of this Condominium.

B. A copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than fifteen (15) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The unit owners shall be given written notice of the time and place at which the meeting of the Board of Directors shall be 'held to consider the proposed annual budget of common expenses, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessments against each unit owner in any fiscal or calendar year exceeding one hundred fifty (150%) percent of such assessment for the preceding year, upon written 'application of ten (10%) percent of the Unit owners, a special meeting of the unit owners shall be held upon no less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their larger vote, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be examined by the unit owners in such manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this Section. In determining whether assessments exceed one hundred fifty (150%) percent of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property if these Bylaws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors, provided, however, that so long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than one hundred fifty (150%) percent of the prior fiscal

or calendar year's assessment of a unit without approval of a majority of the unit owners.

When the Board of Directors has determined the amount of any assessment, the treasurer of the Association shall mail or present to each unit owner a statement of said unit owner's assessment. All assessments shall be payable to the treasurer of the Association and, upon request, said treasurer shall give a receipt for each payment made to him.

Section 5. *Application of Payments and Co-Mingling of Funds*: All sums collected by the Association for assessments and maintenance fees may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments and maintenance fees by unit owner shall be applied as to interest, delinquencies, costs and attorney fees, ether charges, expenses and advances as provided herein and in the Declaration of Condominium and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 6. *Acceleration of Assessment Installments Upon Default*: If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessments shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery or the mailing of such notice to the unit owner.

Section 7. *Annual Report*: The Association shall maintain full and accurate books and accounts and all unit owners shall have the right to inspect and examine such books and accounts at reasonable times. At least once each year, the Board of Directors, shall cause to be prepared and delivered to each unit owner who requests it, a statement showing receipts and disbursements since the last such statement.

Section 8. *Application of Surplus*: Any payment or receipts to the Association, whether from unit owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses for the following.

ARTICLE VII ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements or limited common elements of the Condominium which this Association operates and maintains except as specifically provided for in said condominium's Declaration of Condominium.

ARTICLE VIII COMPLIANCE AND DEFAULT

Section 1. *Violations*: In the event of a violation (other than the non-payment of an assessment) by a unit owner of any of the provisions of the Declaration of condominium, of these Bylaws, or of the applicable portions of the Condominium Ownership Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of seven (7) days from the date of notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and

material breach of the Declaration, of the Bylaws, or of the pertinent provisions of the Condominium Ownership Act, and the Association may then, at its option, have the following elections:

- A. An action at law to recover for its damages, on behalf of the Association or on behalf of the other unit owners;
- B. An action in equity to enforce performance on the part of the unit owner; or
- C. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owner. Etc.: All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase of insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this action, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 3. Costs and Attorney's Fees: In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

Section 4. No Waiver of Rights: The failure of the Association or of a unit owner to enforce a right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies: All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by condominium documents, or at law or in equity.

ARTICLE IX

ACQUISITION AND TRANSFER OF UNITS

Section 1. Acquisition of Units on Foreclosure: At any foreclosure sale of a unit, the Board of Directors may acquire in the name of the Association, or its designee, a condominium unit being foreclosed: The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any

lien, including the Association's liens for assessments. The power of the Board of Directors to acquire a condominium unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of a unit due to the foreclosure of the Association's lien for assessments under the provision S of the Declaration of Condominium to which these Bylaws are attached notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

Section 2. *Transfer of Units*: All owners of units shall notify the Association of any transfer, by sale or otherwise, of said unit within ten (10) days of the date of the same. Said notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary notices to the person shown as owner of said unit in its records, and said notice shall be binding as to any other owner of said unit where the Association has not been notified as provided herein.

ARTICLE X EXPULSION

Expulsion. The use restrictions in the Declaration, Bylaws and Rules are created to provide for a congenial occupancy of Brandy Lake Condominiums and to provide for the protection of the value of the units. Accordingly, in addition to other use restrictions in the Declaration, Bylaws, and Rules, and in addition to the remedies otherwise provided in such documents, the Association shall have the right to purchase and the unit owner must sell a unit under the following circumstances. If either (a) a unit owner breaches any of the terms of the Declaration, Bylaws or Rules of the Association and after two written notices of at least ten days each from the Board of Directors the unit owner has not remedied such breach, or (b) a unit owner breaches any of the terms of the Declaration, Bylaws or Rules and has received five or more written notices to remedy such breach or breaches from the Board of Directors within a twelve-month consecutive period (whether or not the same part of the Declaration, Bylaws or Rules have been breached), then the Board of Directors may call a special meeting of the unit owners for the purpose of determining if the Association or its designee shall buy the unit of such owner. At the meeting the Board of Directors and the unit owner shall present such facts and relevant information by way of exhibits or witnesses as each shall deem advisable to substantiate or disprove that the owner breached or (did not breach the Declaration, Bylaws, or Rules in the manner aforesaid. After both the Board of Directors and the unit owners have had a reasonable time to present this information, the unit owners shall vote to determine if (1) the unit owner did in fact breach the Declaration, Bylaws or Rules and (2) did not remedy such breach after receiving either (a) two consecutive written notices as aforesaid from the Board of Directors or (b) five or more written notices from the Board of Directors requesting such breaches to be remedied within a twelve-month consecutive period. If the vote is in the affirmative on both of such questions by a 51% vote of all unit owners, the unit owners shall, then vote to decide if the Association shall buy back the unit of such owner. If the vote to buy back is in the affirmative by 67% of all unit owners, such unit owner shall sell and the Association shall buy the unit at its fair market value free and clear of all liens and encumbrances. Fair market value shall be determined by appraisal. The unit owner and the Board of Directors shall select a mutually agreeable appraiser. If the parties cannot agree on an appraiser within ten days after the special meeting of the unit owners, then either the unit owner or the Board of Directors shall select upon written notice of the other may apply to the Circuit Court of Vilas County for the; appointment of an appraiser. The fair market value as determined by the appraiser(s)' shall be the purchase price and the transaction shall be closed, as soon as reasonably possible. An appraiser

must be a member of a nationally recognized appraisal group. The appraisal cost shall be shared equally by the unit owner and the Association.

ARTICLE XI ***AMENDMENTS TO THE BYLAWS***

The Bylaws may be altered, amended or added to at any duly called meeting of the unit owners, provided:

1. Notice of the meeting shall contain a statement of the proposed amendment.
2. The amendment is approved by the affirmative vote of sixty-seven (67%) percent of the total votes of the members of the Association.
3. Said amendment shall be recorded and certified as required by the Condominium Ownership Act; and
4. Notwithstanding the foregoing, the Bylaws may only be amended with written approval, when required, of the parties specified in the Declaration of Condominium to which these Bylaws are attached.

ARTICLE XII ***NOTICES***

Whatever notices are required to be sent hereunder shall be delivered and sent in accordance with the applicable provision for notices as set forth in the Declaration of Condominium to which these Bylaws are attached.

ARTICLE XIII ***INDEMNIFICATION***

The Association shall indemnify every director, officer, employee or agent of the Association, his heirs, executors and administrators, against all expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director, officer, employee or agent of the Association; provided, however, that said officer, director, employee or agent acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or the equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in the manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Any indemnification pursuant to the terms of this paragraph, unless ordered by a Court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth herein. Such determination shall be made.

A. By the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding;

B. If such a quorum is not obtainable, or event if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or

C. By members.

The foregoing rights shall be in addition to and not exclusive of all other rights to which said director, officer, agent or employee may be entitled.

ARTICLE XIV
LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XV
LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damages caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XVI
PARLIAMENTARY RULES

Robert's Rules of Orders (latest edition), shall govern the conduct of the Association's meetings when not in conflict with the Condominium Ownership Act, the Declaration of Condominium, or these Bylaws.

ARTICLE XVII
LIENS

Section 1. *Protection of Property*: All liens against a condominium unit, other than for mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days of the date the liens attached. All taxes and special assessment upon a condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

Section 2. *Notice of Lien*: A unit owner shall give notice to the Association of every lien upon his unit other than for mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. *Notice of Suit*: Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title given within five (5) days after the unit owner receives notice thereof.

Section 4. *Failure to Comply:* Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XVIII RULES AND REGULATIONS

Section 1. *Rules:* The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the Association properties, the common elements, and limited common elements of the condominium and any facilities or services made available to the unit owners. A copy of the rules and regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and copies of same shall be furnished to each unit owner.

Section 2. *As to Condominium Unit:* The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s) provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place and copies shall be furnished to each owner.

Section 3. *Conflict:* In the event that any conflict arises between the rules and regulations adopted, or from time to time amended, and the Condominium Documents, or the Condominium Ownership Act, the latter shall prevail. If any unreconciled conflicts should exist or hereafter arise with respect to the interpretation of the Bylaws and the Declaration of Condominium, the provisions of said Declaration shall prevail.

The foregoing was adopted as the Bylaws of Brandy Lake Property Owners Association, Inc., at the Annual Membership Meeting on July 22, 2017, by the following vote count.
Total Votes: 43; votes broken down as: 42 yes votes, 1 no vote and 13 abstentions.

BRANDY LAKE PROPERTY OWNERS ASSOCIATION, INC.



Charles Eaves, President

RULES AND REGULATIONS BRANDY LAKE CONDOMINIUMS

- 1) **Signs:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed to the inside window of any Building so as to show to the outside, without the prior written consent of the Association. The regulation shall not apply to one sign of not more than three square feet, advertising the property for sale or rent.

- 2) **Exterior Modification:** No Unit Owner shall install any awning, antenna, flag pole or other projection, nor make any change in the exterior appearance of the Unit, without the prior written consent of the Association, which consent shall be given only after due consideration of the effect on the property as a whole and the individual Units in particular.

- 3) **Fences and Shrubbery:** No Unit Owner may plant any shrubbery or trees outside of any building on the Condominium without the consent of the Association. No trees or shrubbery located in Common Elements or Limited Common Elements may be damaged, removed, or destroyed except by action of the Association.

- 4) **Animals and Pets:** No animals, livestock, or poultry of any kind shall be kept or maintained on the property, except domestic house pets. However, no animal shall be kept for breeding, sale, boarding or any commercial purpose whatsoever. The owners of such pets shall exercise reasonable and diligent care with the pet so as not to annoy other Unit Owners or occupants. All dogs shall at all times be leashed, or tied and attended while on the property. No pens, kennels or doghouses shall be permitted outside of any Unit. No renters shall be permitted to have pets on the premises while occupying a Unit.

- 5) **Weapons and Hunting:** No rifle, shotgun, crossbow, bow and arrow, air rifle, slingshot, nor any type of weapon whatsoever shall be discharged or operated on the property, nor shall any person engage in hunting or trapping on the property. All weapons shall be encased while carried or otherwise transported on the Common Elements.

- 6) **Trash Disposal:** No Unit Owner shall allow trash, rubbish, or garbage to accumulate anywhere on the Common Elements. Each Unit Owner shall store all such material in sanitary, covered containers, hidden from view to the greatest extent practicable. No Unit Owner shall accumulate more than two average-sized containers of refuse. Each Unit Owner shall be responsible for removing its own refuse to the trash facilities on site.

- 7) **Nuisances:** In accordance with the uses of the Property permitted in the Declaration, no Unit Owner shall make or permit any disturbing noises in any Building by himself, his family, employees, agents, and visitors, nor do or permit anything by such persons that will interfere with the rights, comforts, convenience and enjoyment of other Unit Owners. NO other nuisances shall be allowed upon the property, nor any use or practice that is the source of unreasonable annoyance to residents which interferes with the peaceful possession and proper use of the Property by its residents. All Units and Limited Common Elements shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owners shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Property

8) **Noise:** In order to assure the comfort of all-owners, the playing of phonographs, radios, television sets and musical instruments shall not exceed a reasonable volume at any time and shall be kept at a volume that cannot be heard outside the Unit in which located between the hours of 11:00 p.m. and the following 8:00 a.m.

9) **Vehicle and Boat Parking and Storage:** Unit Owners will at all times use the parking areas designated for their individual Unit. All boats shall be docked at the assigned docking areas, and winter storage of all boats shall be in areas off of the Condominium. No camping trailers, travel trailers, or other recreational vehicles may be parked or stored on the premises, unless in an area designated by the Association. Units having visitors driving or towing such vehicles shall have them parked in an area to be designated by the Association. No wrecked or disabled vehicles may be parked anywhere on the premises at any time.

10) **Inhabitable Vehicles:** No recreational vehicles, campers, travel trailers, vans, or similar inhabitable vehicles, whether owned by a Unit Owner, his family, employees, agents, or visitors, shall be used for human habitation or overnight accommodation while parked on any Common Element or Limited Common Element.

11) **Campfires:** No open campfire shall be permitted on the Property. Outdoor cooking shall be done only over fires contained in grills manufactured for that specific purpose.

12) **Storage:** All personal property of the Unit Owners shall be stored in the Condominium Units or in storage areas designated by the Association. Other than lawn furniture and barbecue grills, no personal property shall be stored outside the Units and open to view.

13) **Beach Use:** The use of the beach area is limited to Unit Owners and their guests or tenants. All bathers are required to observe the following regulations in order to insure the comfort and safety of all concerned:

a) Children under eight (8) years of age are not permitted in the beach area or on the docks, unless accompanied by an adult supervisor.

b) No pets shall be allowed in the beach area or on the dock.

c) The beach is not guarded and all users of the beach area and dock do so at their own risk.

d) No glass bottles, jars, or other breakable items are allowed in the beach area, and each person shall be careful not to drop any aluminum can pull tabs in the beach area.

e) No persons shall leave lawn chairs, swimming equipment, toys, or other personal property on the beach when not actually being used.

14) **Beach Access:** Unit Owners shall use the pathways or roadways which are provided on the premises for access to the beach area.

15) **General:** All persons on the premises, whether as a Unit Owner or visitor, shall use care and consideration for the rights and privacy of the occupants of other Units.

16) **Emergency:** The Unit Owner shall provide a master key to its Unit to the resident manager or agent so that, in the- event of an emergency or evidence of damage to Common Elements coming from a Unit, the Manager may enter the Unit to rectify the emergency or damaging condition. The Manager shall attempt to notify the Owner prior to entry.

17) **Rental Terms:** The Rental of Units as permitted by Article H (4) is restricted to term of at least one (1) month or more on a month-to-month tenancy. Rentals for less than one month terms are explicitly prohibited.

These rules and regulations have been promulgated by the Declarant in the mutual interests of all Unit Owners and may be modified by the Association in accordance with the Bylaws.

These rules and regulations were adopted this 4th day of October, 1996, by the Declarant