

1753570
LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

RECORDED ON
08/31/2020 01:33PM
REC FEE: \$30.00

EXEMPT #:
PAGES: 26

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

SIXTH AMENDMENT AND RESTATED
DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENT,
RESTRICTIONS AND COVENANTS

BRANDYWINE ESTATES CONDOMINIUM

Record this document with the Register
of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street, Suite
1900

Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

**SIXTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP**

AND OF

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

BRANDYWINE ESTATES CONDOMINIUM

TABLE OF CONTENTS
FOR SIXTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

	<u>Page</u>
ARTICLE I SUBMISSION TO ACT	1
1.01 Submission to Act.....	1
1.02 Name of Condominium	1
1.03 Legal Description of Property	1
1.04 Declared Units	2
ARTICLE II DEFINITIONS.....	2
2.01 Declaration.....	2
2.02 Property	2
2.03 Unit	2
2.04 Unit Owner	2
2.05 Unit Number	2
2.06 Association of Unit Owners	2
2.07 Building.....	2
2.08 Common Areas and Facilities.....	2
2.09 Common Expenses	3
2.10 Common Profits.....	3
2.11 Limited Common Areas and Facilities	3
2.12 Majority or Majority of Unit Owners	3
2.13 Person	3
2.14 Unit Ownership	3
2.15 Parking Area	4
2.16 Occupant.....	4
2.17 Plat.....	4
2.18 Streets and Roads	4
2.19 Individual Grounds.....	4
2.20 Designated Unit Areas.....	4
ARTICLE III PROPERTY AND UNITS; SUBMISSION TO ACT.....	4
3.01 Units; Definition and Description	4
ARTICLE IV COMMON ELEMENTS.....	5
4.01 Ownership of Common Elements.....	5
4.02 No Partition of Common Elements	5
ARTICLE V GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS	5
5.01 No Severance of Ownership	5
5.02 Use of the Common Elements	6
5.03 Maintenance of Common Elements	6
5.04 Easements	6
5.05 Limited Common Areas	7
5.06 Separate Mortgages of Units	8

5.07	Separate Real Estate Taxes	9
5.08	Utilities	9
5.09	Insurance; Unit Owners	9
5.10	Maintenance, Repairs and Replacements of Units	9
5.11	Negligence of Owner	10
5.12	Joint Facilities	10
ARTICLE VI SALE, LEASING OR OTHER ALIENATION		10
6.01	Involuntary Sale	10
6.02	Consent of Voting Members	11
6.03	Release, Waiver and Exceptions to Option	12
6.04	Proof of Termination of Option	12
6.05	Financing of Purchase under Option	12
6.06	Title to Acquired Interests	12
6.07	Responsibility of Transferees for Unpaid Assessments	12
ARTICLE VII DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS		13
7.01	Insurance	13
7.02	Substantial Restoration	13
ARTICLE VIII SALE OF THE PROPERTY AND REMOVAL FROM ACT		13
8.01	Voluntary Sale of Property	13
8.02	Removal of Condominium from Provisions of Act	14
ARTICLE IX REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS		14
9.01	Abatement and Enjoinment	14
9.02	Suit for Damages or Injunctive Relief	14
ARTICLE X THE ASSOCIATION		15
ARTICLE XI GENERAL PROVISIONS		15
11.01	Notice to Mortgage Lenders	15
11.02	Liability of Unit Owners	15
11.03	Service of Notices of Devisees and Personal Representatives	15
11.04	Covenants to Run with Land	15
11.05	Non-Waiver of Covenants	15
11.06	Amendments to Declaration	16
11.07	Severability	16
11.08	Perpetuities and Restraints on Alienation	16
11.10	Indemnity to Board Members	16
11.11	Service of Process	17
11.12	Failure to Comply with Act	17
11.13	Conflict with the Act	17

****NOTE THAT THE BYLAWS, WHICH WERE ORIGINALLY CONTAINED IN ARTICLES VI-VIII OF THESE DECLARATIONS, HAVE BEEN REMOVED TO A SEPARATE DOCUMENT. CONTACT BRANDYWINE ESTATES CONDOMINIUM ASSOCIATION FOR A COPY OF THE CURRENT BYLAWS GOVERNING THE ASSOCIATION****

****ALSO NOTE THAT SCHEDULE A TO THE ORIGINAL DECLARATION, DOCUMENT NO. 931405, "RULES AND REGULATIONS FOR BRANDYWINE ESTATES CONDOMINIUM OWNERS ASSOCIATION AND RULES GOVERNING OCCUPANCY" HAVE BEEN REMOVED AND NO AMENDMENTS WILL BE RECORDED THERETO IN THE FUTURE. CONTACT BRANDYWINE ESTATES CONDOMINIUM ASSOCIATION FOR A COPY OF THE CURRENT RULES AND REGULATIONS GOVERNING THE ASSOCIATION****

**SIXTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR
BRANDYWINE ESTATES CONDOMINIUM**

Brandywine Estates Condominium (the “Condominium”) was created by a Declaration, recorded in the office of Register of Deeds for La Crosse County on October 29, 1982 as Document No. 931405, Volume 682, Page 707, as amended on June 3, 1983 as Document No. 938149, Volume 693, Page 684, as further amended on December 6, 1984 as Document No. 957775, Volume 727, Pages 352, as further amended on December 2, 1985 as Document No. 969942, Volume 748, Page 145, as further amended on July 9, 1986 as Document No. 978574, Volume 763, Page 881, and as further amended on December 10, 1986 as Document No. 986626, Volume 778, Page 909 (as amended, the “Declaration”).

WITNESSETH, THAT:

WHEREAS, the real property (the “Property”) subject to this Declaration is as described on Exhibit A appended hereto, located in the City of Onalaska, La Crosse County, Wisconsin;

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Brandywine Estates Condominium Association (the “Association”), and changes in common practice over the years,

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

NOW, THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the “Act”), hereby amends and restates its Declaration as follows:

ARTICLE I

SUBMISSION TO ACT

1.01 Submission to Act. Brandywine Estates Condominium has been submitted to the Act.

1.02 Name of Condominium. The name of the Condominium is “Brandywine Estates Condominium.” Its address is 730 Tenth Avenue North, Onalaska, Wisconsin 54650.

1.03 Legal Description of Property. The legal description of the Property is as stated on Exhibit A, attached hereto.

The real estate submitted to this Declaration shall be Brandywine Estates Condominium. Said Condominium shall consist of Units which are single-family in use and located in buildings containing more than one Unit.

1.04 Declared Units. There are twenty-four (24) Units in the Condominium. .

ARTICLE II

DEFINITIONS

For the purpose of clarity and brevity, certain words and terms used in this Declaration are defined as follows:

2.01 Declaration. The instrument by which the Property, as defined above, is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.02 Property. The air space, land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property owned by the Association and intended for use in connection therewith, which have been or are intended to be subject to the provisions of the Act.

2.03 Unit. A part of the Property subject to this Act intended for independent use as a single family residential building including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in any of the buildings.

2.04 Unit Owner. Unit Owner is that person or combination of persons who hold legal title to a Unit or equitable ownership of a Unit as a land contract vendee. The term is used herein in the singular although the ownership interest in a particular Unit may be held by more than one person. No Unit Owner may own more than two (2) Units at one time.

2.05 Unit Number. The number, letter, or combination thereof, designating the Unit in the Declaration.

2.06 Association of Unit Owners. All of the Unit Owners acting as a group in accordance with the By-Laws and Declaration.

2.07 Building. A structure containing two or more Units, or two or more structures each containing one or more Units and comprising a part of the Property.

2.08 Common Areas and Facilities. The Common Areas and Facilities shall consist of all of Brandywine Estates Condominium, except the individual Units, as each of the aforementioned is hereunder described, including, without limitation, the following:

(a) The land on which the buildings are located subject to the limitations hereinafter set forth governing the use of certain lands which are reserved as a Limited Common Area;

(b) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes and entrances and exits of the buildings, as may pertain to each building.

(c) The grounds, basements, yards, gardens, parking areas, storage spaces, play areas and recreational facilities;

(d) The premises for the storage of property utilized in the maintenance of the Property and for the storage of property owned by the Unit Owners;

(e) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;

(f) The tanks, pumps, motors, fans, compressors, ducts, wiring, and in general all apparatus and installations existing for common use, or located beyond the interior surfaces of the walls, ceilings and floor.

(g) Such community and commercial facilities as may be provided for in the Declaration; and

(h) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.09 Common Expenses.

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

(b) Expenses declared Common Expenses by the Act or by the Declaration or By-Laws.

2.10 Common Profits. The balance of all income, rents, profits and revenues from the Common Areas and Facilities remaining after the deduction of the Common Expenses.

2.11 Limited Common Areas and Facilities. Those Common Areas and Facilities designated in the Declaration as reserved for use of a certain Unit to the exclusion of the other Units in the building, or to the exclusion of the other Units in the Condominium.

2.12 Majority or Majority of Unit Owners. The Unit Owners with more than 50% of the votes in accordance with the votes assigned in the Declaration to the Units for voting purposes.

2.13 Person. Individual, corporation, partnership association, trustee or other legal entity.

2.14 Unit Ownership. A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2.15 Parking Area. Area provided for parking automobiles as shown on the Plat, and hereinafter described.

2.16 Occupant. Person or persons, other than Owner or Unit Owner in possession.

2.17 Plat. The Plat of Survey of the Property, Buildings, Designated Unit Areas and of all Units in the Property submitted to the provisions of the Act, which Plat was attached to the original Declaration as Exhibit "A".

2.18 Streets and Roads. The surfaced portions of the Property set aside for use for travel by foot or by vehicle to and from the buildings to the public streets or highways.

2.19 Individual Grounds. Limited Common Areas as more specifically described in Article V, Section 5.05.

2.20 Designated Unit Areas. Area provided on Individual Grounds on which a residential structure and garage may be erected to enclose the Unit designated thereon or any part thereof subject to the terms and conditions of this Declaration.

ARTICLE III

PROPERTY AND UNITS; SUBMISSION TO ACT

3.01 Units; Definition and Description. "Unit" is that part of the Condominium designed and intended for the exclusive independent use of its Owner.

(a) A Unit includes one or more contiguous or non-contiguous cubicles of air; the exterior boundaries of each cubicle being the unfinished interior surface of the perimeter walls surrounding the cubicle, the unfinished lower surface of the ceiling of the highest story of the cubicle, and the uncovered or unfinished upper surface of the floor of the lowest story of the cubicle.

(b) In addition, a Unit includes the following items serving the particular Unit although they may be outside the defined cubicle of air:

(i) All doors and windows, their interior casements, and all their opening, closing and locking mechanisms and hardware, and all drywall within a Unit;

(ii) All wall, floor, baseboard and ceiling mounted electrical fixtures, outlets and switches and the junction boxes serving them;

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

(iv) All components of any heating plant or air conditioning unit or units.

(c) Not included as a part of the Unit are those structural components of the building and any portions of the mechanical systems of the building, not specifically included in the Unit under “b” above, which lie within the cubicle or cubicles of air comprising the Unit.

(d) The legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown on the Condominium Plat, and as shown on Exhibit A and Exhibit “B” attached hereto. This description includes the interest pertaining to the Unit in the Common Elements (an equal 4.167% per Unit) and Limited Common Elements and the right and obligations created under this Declaration. Except as otherwise provided by the Unit Ownership Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

ARTICLE IV

COMMON ELEMENTS

4.01 Ownership of Common Elements. Each Unit Owner shall be entitled to and own an equal 4.167 % undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner’s Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The percentage ownership may be changed upon unanimous written approval of all the Unit Owners and their lienholders in the form of an Amended Declaration duly recorded in accordance with the Act. The undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02 No Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

ARTICLE V

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

5.02 Use of the Common Elements. Subject to the provisions of Section 5.04, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of Common Facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration and the By-Laws and rules and regulations of the Board of Directors (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board of Directors shall have the authority to lease or rent or grant licenses or concessions with respect to the storage areas, laundry or other parts of the Common Elements, subject to the provisions of this Declaration and the Bylaws and rules and regulations of the Board.

5.03 Maintenance of Common Elements. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses." Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth above. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

5.04 Easements.

(a) Encroachments: In the event that, by reason of the duly authorized construction or repair, or settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner or any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Easements for Utilities: The La Crosse Telephone Corporation, Northern States Power Company, the City of Onalaska, and all other public utilities, their successors and assigns, serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with utility services, together with the reasonable right of ingress to and egress from the

property for said purpose. The Board may grant other or additional temporary or permanent easements for utility or other purposes, including development of additional lands hereinbefore described, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with the Land: All easements and rights described herein, including easements for the benefit of Unit Owners in Brandywine Estates Condominium, are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property, or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easements for Police and Fire Protection: A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

5.05 Limited Common Areas.

(a) Balconies, Patios and Decks: All balconies, patios and decks, if any, shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that balcony, patio and deck or those balconies, patios and decks, if any, direct access to which is provided from his respective Unit and which is or are located outside of and adjoining his respective Unit; unless and until such time as the Board, as hereinafter provided, determines to the contrary, each Unit Owner shall be responsible for repair, and maintenance and appearance of the balconies, patios and decks, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such balcony, patio or deck, in any manner contrary to such rules and regulations as may be established by the said Board or Association (hereinafter referred to). In the event any such balcony, patio or deck shall be appurtenant to more than one Unit, then all rights and obligations of the Owners of each such Unit with respect to the use, maintenance and repair of such balcony, patio or deck shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

(b) Parking Areas: Any parking area or other portion of the property allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit. Each Unit shall be assigned one garage space and there shall be indicated on the door to that space a letter and numerical designation which coincides with the particular Unit Owner's Unit designation. Each Unit Owner shall be entitled to keep no more than one automobile on the Condominium grounds, and said automobile shall be kept only in the garage space designated and assigned to said Unit Owner. The Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the Property allocated to parking purposes to Unit Owners, and the Board may, in any event, prescribe such rules and regulations with respect to such Parking Areas as the Board may deem fit and may, in addition, operate any Parking Areas itself or lease any Parking Areas for operation by others upon such terms as it may deem fit. All revenue received by the Board from any said Parking Areas, less operation expenses thereof, if any, shall be applied in accordance with the By-Laws. Such exclusive use and possession given a Unit Owner or Owners shall be subject to such rules and regulations as the Board may deem fit, including the requirement that such exclusive use and possession encompass the obligation to clean and maintain that portion of the Common Elements subject thereto, as an expense of a Unit Owner rather than a Common Expense.

The term automobile shall be defined to include trucks no larger than $\frac{3}{4}$ ton and motorcycles, but shall not include any other motorized or non-motorized vehicles. Only automobiles in working condition shall be permitted on the Condominium Grounds. Larger vehicles or recreational vehicles may be kept on the Condominium Grounds only upon receiving written approval of the Board.

(c) Storage Areas:

(1) Closets in Hallways: Storage areas in the hallways of any building outside the respective Units shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Board may, by its rules and regulations, prescribe. Each such storage area shall be given a letter and numerical designation which coincides with a particular Unit Owner's Unit designation.

(2) Basement Storage: Storage areas in the basement area in any building outside of the respective Units shall be part of the Common Elements and shall be given a letter and numerical designation which coincides with a particular Unit Owner's Unit designation.

(3) Refuse Storage Area: Refuse storage areas which are located outside any building shall be part of the Common Elements and shall be given a letter and numerical designation which coincides with a particular Unit Owner's Unit designation.

5.06 Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

5.07 Separate Real Estate Taxes. It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

5.08 Utilities. Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

5.09 Insurance; Unit Owners. The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible.

5.10 Maintenance, Repairs and Replacements of Units.

(a) By the Board: The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of the Condominium which are not included in the definition of the Unit and include the tangible personal property used in the operation, maintenance and management of the Condominium.

(b) By the Owner: Except as otherwise provided in Paragraph (a) above, each Unit Owner shall furnish, at his own expense, and be responsible for the following:

(1) All of the maintenance, repairs and replacements within his own Unit and all of the drywall, doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures, or installations, and any portion of any other utility service facilities located within the Unit boundaries or as specified in Article III above. Each Unit Owner shall be responsible for all of the maintenance, repairs and replacements for the preheat water tank, water heater and water softener, if any. Provided, however, such maintenance, repairs and replacements as may be required for the bringing of gas, and sewer service or electricity to the Unit shall be furnished by the Board as part of the Common Expenses.

(2) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors, and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the

interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building shall be subject to the rules and regulations of the Board. Decorating of the Common Elements shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

(3) Each Unit Owner is responsible for the decoration, furnishing, housekeeping, repair and maintenance, and the general cleanliness and presentability of the Limited Common Elements whose use is reserved to the Unit. The Association is responsible for the decoration, furnishing, housekeeping, repair, and maintenance of the Common Elements except as provided above.

5.11 Negligence of Owner. If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household animal, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

5.12 Joint Facilities. To the extent that equipment, facilities, and fixtures within any Unit or Units shall be connected to similar equipment, facilities and fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building shall be entitled to a reasonable access to the individual Units, any Common Elements, and any Limited Common Elements, for repairs, as may be required in connection with maintenance, repairs or replacement of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements, as set forth in Section 703.32(4) of the Act.

ARTICLE VI

SALE, LEASING OR OTHER ALIENATION

6.01 Involuntary Sale. In the event of condemnation under the laws of Wisconsin of a portion of the premises, including therein, a residential building or buildings whereby construction of a like building or buildings cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be disbursed as follows:

(a) To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit and the right of action, if any, arising

thereunder and attributable to said Unit, together with said Owner's interest in the condemnation award for the Common Elements condemned plus a sum equal to said Owner's interest in the remaining Common Elements to be paid by the remaining Owners. Any condemnation award, together with any right of action arising thereunder, attributable to a Unit with Individual Grounds allocated thereto, shall be the exclusive property of the Unit Owner insofar as said award or right of action pertains to the Unit constructed thereon.

(b) To the Owners of the Common Elements whose residential Units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action shall be disbursed to the Owners as their common interests may appear, including the Owners of those Units condemned as though they were voting members.

(c) In the event of a taking of all or a part of any Unit or the Common Elements, the Association shall promptly undertake to restore the improvements to an architectural whole compatible with the existing structure or structures. Any costs of such installation in excess of the condemnation award shall be a Common Expense. However, if the taking over power of eminent domain is to the extent where the remaining Condominium portion has been diminished to the extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the vote and of the eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages are allocated. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and be divided among all Unit Owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

(d) Following the taking of all or a part of any Unit, the percentage interests appurtenant to the Unit shall be adjusted in proportion as provided in this Declaration and by By-Laws. Following the taking of part of a Unit, the votes appurtenant to that Unit shall be pertinent to the remainder of that Unit, and following the taking of all of a Unit, the right to vote appurtenant to the Unit terminates, provided that this provision shall be subject to any further requirements of the Act.

6.02 Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein, or transfer its rights to any single Unit Owner or group of Unit Owners, without the prior written consent of the Voting Members holding at least seventy-five (75%) percent of the voting rights in the Association, and whose Unit Ownerships are not the subject matter of such option. The Board may bid to purchase at any sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the aforesaid Voting Members, which said consent shall set forth a maximum price which the Board of Directors is authorized to bid and pay for said Unit or interest therein. If the requisite consent is obtained, any of the aforesaid options shall be exercised by the Board of Directors solely for the use and benefit of all Owners, including the minority of Owners not consenting thereto. This Article shall not apply with respect to a Unit obtained through an Association condominium lien foreclosure action.

6.03 Release, Waiver and Exceptions to Option. Upon the unanimous written consent of three (3) of the Board members, any of the options contained in this Article VI may be released or waived, and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article. In addition, none of the options contained in this Article VI shall be applicable to any sales, leases, or subleases to purchasers lessees or sublessees as between Co-Owners of the same Unit.

6.04 Proof of Termination of Option. A certificate executed and acknowledged by the acting President or Secretary of the Board, stating that the provisions of this Article VI as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has, in fact, complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request.

6.05 Financing of Purchase under Option.

(a) Acquisition of Unit Ownerships or any interests therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth above bears to the total of all such percentages applicable to Units subject to said assessment (thus, excluding the percentage of any Unit Ownership being the subject of the purchase), which assessment shall become a lien and be enforceable in the same manner as provided in the Bylaws.

(b) The Board, in its discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or the interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board or a nominee of the Board.

6.06 Title to Acquired Interests. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board and their successors-in-office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interest therein shall be sold or leased by the Board in such manner as it shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 6.05(a) above.

6.07 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any transferee shall be entitled to a statement from the Association or the Board or managing agent, as the case may be, setting forth the amount of the unpaid assessments against the

transferor due the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien which has not been filed as required by the Act for, unpaid assessments against the transferor in excess of the amount set forth in the statement. If the Association or Board or manager does not provide such a statement within ten (10) business days after the transferee's request, they shall be barred from claiming under any lien which is not filed pursuant to the Act prior to the request for the statement against the transferee.

ARTICLE VII

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

7.01 Insurance.

(a) Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within sixty (60) days after said damage or destruction shall occur, the Unit Owners elect either to sell the Property as hereinafter provided in Article VI or to withdraw the Property from the Provisions of this Declaration and from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event of damage or destruction to any single building or the buildings aggregating less than fifty (50%) percent of the total buildings, said building or buildings shall be promptly repaired or restored.

(b) Insufficient Insurance: In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

7.02 Substantial Restoration. Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, and shall be substantially in accordance with the Declaration and the original plans and specifications.

ARTICLE VIII

SALE OF THE PROPERTY AND REMOVAL FROM ACT

8.01 Voluntary Sale of Property. The Property as a whole may be sold only upon the unanimous written consent of all of the Unit Owners, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded,

that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the Property. After such actions it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale.

8.02 Removal of Condominium from Provisions of Act. All of the Unit Owners, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the Property, may remove all or any part of the Property from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the Property.

Upon removal of any Property from the Act, the Property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the Property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the Owner in the Common Elements.

The removal from the Act above provided shall in no way bar the subsequent resubmission of the Property to the Act.

ARTICLE IX

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

9.01 Abatement and Enjoinment. The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 9.02 next succeeding:

(a) To enter upon the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer, or its successors or assigns, or the Board, or its agents shall not thereby be deemed guilty in any manner of trespass; and

(b) To fine the Owner for such violation as set forth in the Rules and Regulations, and

(c) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

9.02 Suit for Damages or Injunctive Relief. In the event that any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate or breach any of the covenants, By-Laws, restrictions or provisions of this Declaration or the Act, or the regulations adopted by the Board, said Owner may be sued for damages or injunctive relief or

both. In addition, the Board will have the right and option to foreclose a lien against the Unit for the unpaid fines.

ARTICLE X

THE ASSOCIATION

Every Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Association's By-Laws, and the rules and regulations promulgated from time to time by said Association, its Board of Directors and officers.

ARTICLE XI

GENERAL PROVISIONS

11.01 Notice to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

11.02 Liability of Unit Owners. No Unit Owner shall be personally liable for damages as a result of injury arising in connection with the Common Elements solely by virtue of his or her ownership of a percentage interest in the Common Elements or for liabilities incurred by the Association, except in proportion to their ownership of a percentage interest in the Common Elements.

11.03 Service of Notices of Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

11.04 Covenants to Run with Land. Each Unit Owner by the acceptance of a deed of conveyance, or each purchase under Articles of Agreement for Warranty Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions to the Declaration were recited and stipulated at length in each and every deed of conveyance.

11.05 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

11.06 Amendments to Declaration. The Declaration may be changed, modified, or rescinded by the written consent of the Owners having at least seventy-five (75%) percent of the total vote and all mortgagees having bona fide liens of record against such Unit Ownerships, to the extent the same is provided in the Act. Such change, modification or rescission shall be effective upon recording of such instrument in the office of the Register of Deeds of La Crosse County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the Provisions of the Act.

11.07 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

11.08 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until the day preceding the termination of the permissible period prescribed by the rule.

11.09 Claims and Remedies.

(a) Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) Mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

(b) Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section (a) above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

(c) Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the Rules and Regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents. .

11.10 Indemnity to Board Members. The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or

the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Board or Association.

11.11 Service of Process. All legal notices and service of process which may be made or given to the Unit Owners, Board of Directors or to the Development Parcel shall be served upon the Board of Directors at the address set forth above.

11.12 Failure to Comply with Act. Any Unit Owner failing to comply with the Act, this Declaration or the By-Laws may be sued for damages or injunctive relief or both by the Association or by any Unit Owner.

11.13 Conflict with the Act. In the event of any conflict between the terms and provisions of this Declaration and the By-Laws, with the terms and provisions of the Act, the terms and provisions of the Act shall prevail.

This Sixth Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. § 703.09(2), in that it has been approved by the written consent of Unit owners with not less than seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

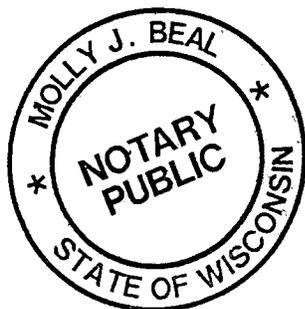
IN WITNESS WHEREOF, the Association has executed this Sixth Amended and Restated Declaration of Condominium for Brandywine Estates Condominiums this 27th day of August, 2020.

BRANDYWINE ESTATES CONDOMINIUM
ASSOCIATION

By: Katherine Ciokiewicz, President
Katherine A. Ciokiewicz, President

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

This document was acknowledged before me by Katherine A. Ciokiewicz, as President of Brandywine Condominium Association on this 27th day of August, 2020.



Molly J. Beal
Notary Public, State of Wisconsin
Name: Molly J. Beal

My Commission Expires: 9/27/2021

EXHIBIT A

Legal Description

Units A1, A2, A3, A4, B1, B2, B3, B4, B5, B6, B7, B8, C1, C2, D1, D2, E1, E2, E3, E4, F1, F2, G1 and G2 of Brandywine Estates Condominiums, created by a "Declaration of Condominium" recorded on October 29, 1982, in the Office of the Register of Deeds for La Crosse County, Wisconsin, as Document No. 931405, Volume 682, Page 707, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Onalaska, County of La Crosse, Wisconsin.

EXHIBIT B

Tax Key Numbers

Street Address: 730 10th Avenue N

<u>Tax Key</u>	<u>Unit Number</u>
18-2652-0	B1
18-2653-0	B2
18-2654-0	B3
18-2655-0	B4
18-2656-0	B5
18-2657-0	B6
18-2658-0	B7
18-2659-0	B8
18-2660-0	A1
18-2661-0	A2
18-2662-0	A3
18-2663-0	A4
18-2664-0	E1
18-2665-0	E2
18-2666-0	E3
18-2667-0	E4
18-2669-0	C1
18-2670-0	C2
18-2671-0	G1
18-2672-0	G2
18-2675-0	F1

18-2675-10

F2

18-2675-20

D1

18-2675-30

D2