expense of such repairs and replacements will be funded from a combination of Unit Owner assessments and reserve funds, as determined by the Association from time to time.

ISSUE #1

7. **Rental of Units.** Unit Owners may lease their Units provided such Unit Owners comply with all of the terms and conditions set forth in Section 21.16 of the Declaration and any rules and regulations regarding the leasing of Units adopted by the Association from time-to-time.

8. **Alterations.** A Unit Owner may make improvements or alterations within his or her Unit, provided such improvements and alterations comply with all of the terms and conditions set forth in the Declaration, including the terms and conditions set forth in Section 10.1 of the Declaration.

9. **Parking.** Garages and driveways are included with each Unit.

10. **Pets.** Pursuant to Section 21.13 of the Declaration, pets are permitted, but are strictly subject to rules and regulations adopted by the Board of Directors of the Association from time-to-time. Ownership by Unit Owners of less common pets such as ferrets, lizards and birds, will be reviewed by the Declarant and the Association's Board of Directors on a case by case basis.

11. **Reserves.** As is reflected in the annual budget, which is made a part of the Disclosure Materials provided herein, the Association shall specially assess each Unit annually to fund (i) maintenance to the Common Elements, including snow removal, and (ii) a reserve fund for further repair and replacement of the Common Elements, in such amounts as determined by the Association. The reserve account is not a statutory reserve account under Section 703.163 of the Wisconsin Statute; rather, it is managed pursuant to the provisions set forth in the Declaration and the By-laws of the Association. The amount of the reserve balance is $1,000.00. The current amount of this special assessment is $125.00 annually.

11m. **Fees on New Units**. Pursuant to Section 14.1 of the Declaration, during the period of Declarant control, any Unit owned by the Declarant is exempt from assessments for Common Expenses until the Unit is sold. The total amount of assessed against Units that are not exempt from assessments may not exceed the amount that equals the non-exempt Unit's budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget. The Declarant is liable for the balance of the actual Common Expenses.

11q. **Amendments.** A Unit purchaser's rights and responsibilities may be altered by an amendment of the Declaration and Bylaws. Pursuant to Article XV of the Declaration, during the period of Declarant control, the Declarant may amend the Declaration at its discretion. Upon termination of the period of Declarant Control, the Declaration may only be amended with the written consent of the Unit Owners and their first mortgagees owning at least sixty-six and 2/3rds (66.67%) percent of the Units; provided, however, no such

MARKUP #1 ->

MARKUP #1 · POTENTIAL ISSUE FOR REVIEW

BOARD & COUNSEL REVIEW

Sec. 10.1 (p. 6, 7): Potential Issue for Review: Assessment collection provisions omit the mandatory 10-day advance written notice by mail required prior to filing a statement of lien under Wis. Stat. § 703.165(3) - look for this language in other governing documents, standalone policies, or amendments that were not included in this review.

Statutory / Legal Reference: Wis. Stat. § 703.165(3)

Statutory Comparison: Under Wis. Stat. § 703.165(3), an association may not file a statement of condominium lien unless it mails written notice to the unit owner at least 10 days before filing the statement of lien. Note for review: also look for any subsequent recorded amendment or standalone Fining/Enforcement Policy not included in the uploaded documents that may already supersede or cure this provision.

CURRENT WORDING IN DOCUMENT:

of the Declaration. 9. Parking. Garages and driveways are included with each Unit. 10. Pets. Pursuant to Section 21.13 of the Declaration, pets are permitted, but are strictly subject to rules and regulations adopted by the Board of Directors of the Association from time-to-time. Ownership by Unit Owners of less common pets such as ferrets, lizards and birds, will be reviewed by the Declarant and the Association's Board of Directors on a case by case basis. 11. Reserves. As is reflected in the annual budget, which is made a part of the Disclosure Materials provided herein, the Association shall specially assess each Unit annually to fund (i) maintenance to the Common Elements, including snow removal, and (ii) a reserve fund for further repair and replacement of the Common Elements, in such amounts as determined by the Association. The reserve account is not a statutory reserve account under Section 703.163 of the Wisconsin Statute; rather, it is managed pursuant to the provisions set forth in the Declaration and the By-laws of the Association. The amount of the reserve balance is $1,000.00. The current amount of this special assessment is $125.00 annually. 11m. Fees on New Units. Pursuant to Section 14.1 of the Declaration, during the period of Declarant control, any Unit owned by the Declarant is exempt from assessments for Common Expenses until the Unit is sold. The total amount of assessed against Units that are not exempt from assessments may not exceed the amount that equals the non-exempt Unit's budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget. The Declarant is liable for the balance of the actual Common Expenses. 11q. Amendments. A Unit purchaser's rights and responsibilities may be altered by an amendment of the Declaration and Bylaws. Pursuant to Article XV of the Declaration, during the period of Declarant control, the Declarant may amend the Declaration at its discretion. Upon termination of the period of Declarant Control, the Declaration may only be amended with the written consent of the Unit Owners and their first mortgagees owning at least sixty-six and 2/3rds (66.67%) percent of the Units; provided, however, no such amendment may substantially impair the security of any mortgagee. No amendment to this Declaration shall be effective...

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

First look for this language in other governing documents, standalone policies/resolutions, or amendments not included in this review. If not already addressed in another document (and if applicable to this community), incorporate: Pursuant to Wis. Stat. § 703.165(3), the Association shall mail written notice of intent to file a statement of lien to the Owner's unit address at least ten (10) days prior to filing any statement of lien with the clerk of circuit court.