

CC&Rs
Coachlight Village Condominium Town Homes

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DISCLOSURE MATERIALS

OF

COACHLIGHT VILLAGE CONDOMINIUM TOWN HOMES, INC.

SELLER:

SELLER'S ADDRESS:

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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DECLARATION OF CONDOMINIUM
OF
COACHLIGHT VILLAGE CONDOMINIUM TOWN HOMES, INC.

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DECLARATION OF CONDOMINIUM
OF
COACHLIGHT VILLAGE CONDOMINIUM TOWN HOMES

This Declaration is made and entered into by THOMAS THOMSON and DONALD R. POLZIN, Co-partners, d/b/a COACHLIGHT VILLAGE PARTNERSHIP, hereinafter called the Declarant, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Declarant owns the real property in the City of New Berlin, County of Waukesha, Wisconsin, described in Exhibit "B" attached.

NOW, THEREFORE, for the purpose of submitting the above described land and improvements described below to condominium ownership, the Declarant hereby submits the same to the provisions of the Unit Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, and declares the property and all improvements now or subsequently placed thereon and appurtenances thereto subject to the Unit Ownership Act of the State of Wisconsin and imposes the following division, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon, or to be construed thereon, may be put and hereby specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on the Declarant, his

successors and assigns, and all a subsequent owners of all or any part of the above described real property and improvements, together with their grantees, successors, heirs, personal representatives, devisees or assigns.

ARTICLE I

DIVISION OF DESCRIBED REAL PROPERTY

The Declarant, in order to establish a plan of condominium ownership for the above described real property and improvements, divides the real property into the following free hold estates:

1. Thirty-two (32) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within boundaries of each of the thirty-two (32) units located in eight (8) multi-family buildings, none of which have a name, with four (4) units in each building, each building consisting of two (2) stories and basement and including a basement storage space and garage area. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls, windows, window frames, door and door frames, and shall extend to and include the interior surface of the patio fence and columns. The horizontal boundaries shall be the plane or planes of the surface of the base floor and the plane or planes of the interior undecorated ceilings or the perimeter of any exposed ceiling beams as the case may be. Each unit shall have an easement between the exterior surface of the interior drywall and the interior surface of the exterior walls of the

unit to facilitate the use of wall hangings or hanging objects. The layout of the buildings and units are further depicted in Exhibit "A" attached.

2. A fee simple estate in the "general common areas" which shall include the land, the footings, the foundations, roofs, main walls and all other supports of the building, the recreation and landscaped areas and facilities, the outdoor parking areas and driveways, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use, and including such other items on the property not within a unit as are designated as "general common areas" in Section 703.02 (6) of the Wisconsin Statutes, except for those areas designated a "limited common areas" by paragraph 3 of this Article. the use of the general common areas shall be as prescribed in the By-Laws.

3. A fee simple estate in the "limited common areas" which include the exterior surface of the walls of the unit, including the exterior surface of the wall of the unit within patio area; the balcony; the front entrance area for each unit and the area for automobile parking assigned to each unit. The use of the limited common areas shall be as prescribed in the By-Laws.

ARTICLE II

IDENTIFICATION OF UNITS

The thirty-two (32) separate units hereby established for separate conveyance consist of eight (8) buildings with four

(4) units in each building bearing addresses in the City of New Berlin, County of Waukesha, Wisconsin, as follows:

Building A

1725 South Carriage Lane
1727 South Carriage Lane
16242 South Coachlight Drive
16244 South Coachlight Drive

Building B

1745 South Carriage Lane
1747 South Carriage Lane
16210 South Coachlight Drive
16212 South Coachlight Drive

Building C

16222 South Coachlight Drive
16224 South Coachlight Drive
16230 South Coachlight Drive
16232 South Coachlight Drive

Building D

16262 South Coachlight Drive
16264 South Coachlight Drive
16302 South Coachlight Drive
16304 South Coachlight Drive

Building E

16250 South Coachlight Drive
16252 South Coachlight Drive
16310 South Coachlight Drive
16312 South Coachlight Drive

Building F

16342 South Coachlight Drive
16344 South Coachlight Drive
16350 South Coachlight Drive
16352 South Coachlight Drive

Building G

16334 South Coachlight Drive
16336 South Coachlight Drive
16364 South Coachlight Drive
16366 South Coachlight Drive

Building H

16322 South Coachlight Drive
16324 South Coachlight Drive
16370 South Coachlight Drive
16372 South coachlight Drive

Each building is of wood frame construction with a combination brick and siding exterior finish with wood trim. Each building has four (4) units with a basement and attached one (1) car garage. Each unit is gas heated, air conditioned, contains a separate gas water heater, refrigerator, range, dishwasher, garbage disposal, and electrical fixtures. Each unit

shall be carpeted in the living room dining room, stairway, hall and both bedrooms, and shall be tiled in the master bathroom, guest bathroom, half-bath, foyer, kitchen and basement stairway. The location of the buildings and units are depicted in Exhibit "B" attached.

ARTICLE III

PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES

The fraction of common interest in the general common areas and facilities to each dwelling unit shall be one-thirty-second (1/32) for each dwelling unit.

ARTICLE IV

ASSOCIATION OF UNIT OWNERS

After the Declarant, by prior notice to the Association, terminates his management and operation of the condominium property, all the general common areas and limited common areas in condominium status shall be administered, managed and operated by a non-profit corporation organized under Chapter 181 of the Wisconsin Statutes known as COACHLIGHT VILLAGE CONDOMINIUM TOWN HOMES, INC. hereinafter referred to as the "Association", and in accordance with the By-Laws of the Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially, and for the period determined hereunder, the Declarant shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected

by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a unit shall be a member of the Association and entitled to one (1) vote for each unit owned. Membership shall exist concurrently with ownership and shall terminate when ownership of the fee title terminates. The powers and duties of the Association shall include those set forth in the Declaration and in the Articles of Incorporation and By-Laws of the Association.

ARTICLE V

RESTRICTIONS ON USE AND TRANSFER

Each unit and every owner of a unit shall be subject to the following restrictions, covenants and conditions:

1. The unit shall be occupied and used only for private dwelling purposes and for no other purposes. Not more than four (4) persons from the same family unit regardless of their degree of consanguinity affinity, or to not more than two (2) unrelated persons. No trade or business shall be carried on anywhere within the condominium. After completion of a unit, the Declarant may lease a unit, but after fee title to a unit has been conveyed by the Declarant to an owner, it may not thereafter be leased except for a term of not less than twelve months. The foregoing restriction related to the minimum lease term shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a mortgagee in

lieu of foreclosure. Any occupant of a unit with the authority of the owner shall comply with all of the duties imposed hereunder on the owner. No units may be subdivided or rooms in any unit rented or transient tenants accommodated.

2. No owner shall cause or permit the general common areas to be so used as to deny the other owners the full use of such areas. All walks, driveways and parking areas shall be kept clean and orderly and free of wagons, grills and pools and like objects and loitering on walkways and driveways shall not be permitted. No owner shall within his unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound, as to be objectionable to other owners. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. None of the above materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere. No structure, trailer, tent or shack, temporary or otherwise, shall be placed or maintained on any of the general or limited common areas nor shall any clothes hangers or clotheslines be placed or maintained on such common areas. The recreational area shall be used only for purposes authorized and

approved by the Association.

3. If any portion of the common areas and facilities encroaches upon a unit, a valid easement for the encroachment and for the maintenance of the encroachment so long as it stands shall exist.

4. No animals or birds shall be permitted within the condominium units, except Building H. Provided, further that the owner of each pet is required to pick up the droppings of each pet.

In event that the pet or pets become nuisance, which determination shall be made in the sole judgment of the Board of Directors of the Association, the Board of Directors shall have the power to prohibit such unit from having the aforesaid pet, and require the owner to remove said pet from the premises.

5. An owner of a unit desiring to convey title to such unit shall, when he has received a bonafide offer therefor, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bonafide offer he has received, and such notice shall supply the name of the proposed purchaser, the term and conditions of the proposed transaction and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer as hereunder provided. For a period of ten days (10) following receipt of such notice by the Association, it shall have the right to purchase such unit upon

the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the association within such ten (10) day period, the owner shall have the right, continuing for four (4) months thereafter, to convey in accordance with such offer. If the conveyance pursuant to the offer which the Association fails to adopt does not occur within four (4) months after notice to the Association, or if the owner receives a subsequent offer, then, in that event, the new or subsequent offer shall again be submitted to the Board of Directors as provided herein.

The right of first refusal provided for in this Article shall not apply to transfers by Declarant or the Declarant's successors or assigns (a purchaser from Declarant shall not be deemed a successor or assign), or to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a mortgagee in lieu of foreclosure, any transfer by a mortgagee following foreclosure or any proceeding or arrangement in lieu thereof, the transfer of one joint tenant's interest to the other joint tenant, or transfers by will or intestate distribution.

ARTICLE VI

ASSESSMENTS

Assessments shall be made against and collected from

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the unit owners for common expenses pursuant to the By-Laws of the Association and each unit owner shall be liable for the common expenses set forth therein; provided that as long as the Declarant shall not be responsible for any assessment which may be levied by the Association against any unit owned by the Declarant unless the unit is being leased by the Declarant. All assessments when due shall be both the debt of the unit owner and a lien on the unit. The lien for unpaid assessments shall also secure reasonable attorneys fees incurred by the Association incident to the collection of such assessment or enforcement of such lien and interest at the highest rate provided by law.

If, at the time the Declarant transfers control of the Associations to the unit owners, any maintenance fees or assessments are outstanding and unpaid, or any advancements by the Declarant to the Association have not been repaid, the Declarant shall deduct any of such amounts from monies on deposit with the Association plus interest at the rate of eight (8%) percent per annum computed from the date of the advancement by Declarant.

Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the records of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such

person the amount of any assessments against such unit then due and unpaid.

The Association shall notify the holder of a mortgage on any unit, if such mortgagee's name and address has been provided to the Board of Directors, of any assessment levied pursuant to the By-Laws which becomes delinquent for a period in excess of thirty (30) days and in any other case where the owner of such unit is in default with respect to the performance of any other obligation which is provided for in this Declaration or the Association By-Laws or any amendments thereto, for a period in excess of thirty (30) days.

ARTICLE VII

RECONSTRUCTION AFTER LOSS

In the event of fire, casualty or any other disaster affecting one (1) or more of the units, the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premise to substantially the same condition that it was in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of the reconstruction and repair, then the damaged premises shall be reconstructed or

repaired by the Association with the insurance proceeds and all the owners shall be assessed for the deficiency. The provisions of Article VI shall apply to all sums assessed for any deficiency. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the member of the Association within ninety (90) days from the date of the fire, casualty or disaster. The affirmative vote of seventy-five (75%) percent of the members of the Association shall be required in order to reconstruct or repair the buildings, and upon such decision, the owners shall be assessed for the deficiency. The provisions of Article VI shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within the ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes, shall apply.

ARTICLE VIII

INSURANCE

The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the building and the other improvements on the property in an amount equal to the maximum insurable replacement value, affording protection against loss or damage by fire and such other hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with

respect to buildings similar in construction, location and use. The insurance shall be for the benefit of the Association and the owners and their mortgagees as their interests may appear; provided, however, that all proceeds payable by reason of the insurance shall be paid to the Association as trustees for the owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article VII hereof, or if it is determined in the manner as provided in Article VII hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in article VII hereof. The foregoing provisions of this Article are without prejudice to the right of any owner to obtain individual unit insurance; provided, however, that no owner shall be entitled to exercise his right to maintain individual unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this Article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable, all insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association. The insurance policies shall, if obtainable without additional cost, contain a provision requiring the company to notify each first mortgagee of

a unit, thirty (30) days in advance of cancellation of the policy.

ARTICLE IX

RIGHTS OF DECLARANT PRIOR TO TRANSFER

Until such time as the Declarant has sold all units, or voluntarily transfers control of the association to the unit owners, the declarant:

(a) Shall have the right to appoint the members of the Board of Directors of the Association, to amend the Declaration and to amend the Association By-Laws;

(b) May, but shall not be obligated to, manage and operate the condominium property, and may enter into contracts for the management of the condominium property with entities associated with Declarant upon such terms and conditions as Declarant, in his sole discretion, deems reasonable;

(c) May use the general and limited common areas and facilities and any unsold unit for any purpose that may facilitate the sale of the units, including, but not limited to, in connection therewith, maintaining a sales office, showing the property and displaying signs;

(d) Shall have reserved unto himself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property

adjacent to it;

(e) Shall have the right to make alteration and changes to the design, location and exterior materials and the interior arrangement of any unit.

ARTICLE X

AMENDMENTS TO DECLARATION

Subject to the restrictions of Article IX with respect to the Declarant's rights, the Declaration may be amended from time to time by the affirmative vote of at least two-thirds (2/3) of all unit owners. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Any amendment to the Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded with the Register of Deeds, and shall not become effective until recorded in the office of the Register of Deeds for Waukesha, Wisconsin.

ARTICLE XI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for the maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Association shall maintain in good condition and repair, replace and operate all parts of the property not covered under Owner's Responsibilities, including but not limited to the following list.

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Expenses which the ASSOCIATION shall be responsible for (unless necessitated by the negligence of misuse of a unit owner, in which case such expense shall be charged to such unit owner):

- a. Painting, repairing, restoration, maintenance and decorating of building exteriors and roofs, including garages and balconies.
- b. General maintenance, repair or replacement of exterior fixtures including gutters, downspouts and mailboxes.
- c. All grass cutting, edging and trimming.
- d. Tending and cultivating bush beds and limited pruning of bushes and shrubberies.
- e. Replacement of landscaping and shrubberies.
- f. Tree pruning, cutting and replacement.
- g. Fertilizing and weed control as required.
- h. Raking and disposal of leaves and leaf removal from building gutters.
- i. Maintenance and repair or restoration of driveways and exterior sump pump lines.
- j. Repair and maintenance of exterior garage lights if damaged by vandalism or storms. Normal repair, i.e., replacement of bulbs and on/off controls are owners responsibilities.
- k. Snow removal and salting if absolutely necessary, of common drives.
- l. Provision, maintenance and storage of equipment and materials required to accomplish the foregoing.
- m. Exterior surface of patio areas to the extent of being painted; no repairs are made.
- n. The main water line in the building which serves all units.
- o. Waste line from the building to the city hookup.

2. The owner of each unit shall maintain in good

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condition and repair all of the components or installations within or appertaince to the unit, including but not limited to the following list.

The items listed below are items which would be repaired or replaced at the expense of the UNIT OWNER:

Repair, maintenance, decorating, painting, etc. to maintain the appearance and condition of the interior of the owner's unit.

Repair, maintenance or replacement of:

- a. plumbing lines and fixtures, including faucets, drains, water closets, etc.
- b. water heaters
- c. furnaces
- d. doors, gates and locks
- e. windows, including the glass, and screens
- f. lighting fixtures
- g. ranges
- h. refrigerators
- i. heating
- j. air conditioning replacement, including compressor
- k. dishwashers
- l. disposal
- m. door bells and related equipment
- n. garage door, tracks, springs and openers
- o. electrical wiring
- p. vent fans
- q. interior patio area and gate
- r. garage and patio light bulbs and on/off control

- s. insect and rodent control in patio area, garage and owner's unit

NOTE: Assistance in securing people to repair, maintain and/or replace the above, or any similar problems, can be secured through the Association's management. The unit owner will be responsible for the cost thereof.

3. An owner of a unit shall make no changes within his unit which will weaken or tend to weaken the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An owner of a unit shall in no case, paint, decorate or alter the appearance of any portion of the property outside of the unit without written approval of the Architectural Control Committee (ACC) and the Board of Directors (BOD)

Any owner desiring to alter the outside of their unit must submit to the ACC the following:

- A. Drawing or drawings depicting desired changes including, but not limited to, dimensions, location, colors, product description, etc.
- B. Estimated starting and completion dates of changes.
- C. Certification that proposed changes will not impair the structural integrity of the building or any portion thereof.
- D. Verification, prior to commencement of work, that proposed alterations comply with all state and local building codes. It is owners responsibility

to obtain all necessary building permits that may be required.

E. Any additional information requested by the ACC or BOD.

The ACC shall review the request for change and make its recommendation for approval or denial. Their recommendation will be presented to the BOD, whose decision will be final.

5. No owner may erect, post or display posters, signs, "For Sale" or "For Rent" signs or advertising materials in or about the common area of the property. No awnings, enclosures, or coverings of any type shall be installed on the deck without the approval of the ACC and BOD as outlined in paragraph 4 of this section. The deck shall not be used for the storage of grills, bicycles, wagons, or for the handling or drying of laundry, carpets, rugs or clothing.

6. The Association shall not make alterations to the exterior of the building or make any other alterations or additions outside the area of any unit (excluding common areas) without majority approval of the unit owners.

ARTICLE XII

SERVICE OF PROCESS

Service of process shall be made on the Association agent, Bartlein and Co., 2380 N. 124th Street, P.O. Box 26123, Milwaukee, WI 53226 or upon such other person or persons and at such other location or locations as may be from time to time

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designated by the Board of Directors of the Association: provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the register of Deeds for Waukesha County, Wisconsin.

ARTICLE XIII

RIGHT OF ENTRY

The Declarant, for himself and his successors and assigns, reserves the right of entry to each unit by himself or his agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the owner or occupant of the unit is present or not, and, upon prior request and at times convenient for the owner or occupant, to make installations, alteration or repairs.

ARTICLE XIV

SEVERABILITY

The invalidity of any provision contained in the Declaration by judgment or Court Order or otherwise shall not affect any other provisions herein contained.

ARTICLE XV

CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions

hereof.

ARTICLE XVI

ARTICLE NUMBER AND GENDER

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

ARTICLE XVII

NOTICES

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one owner of a unit regardless of the number of owners who have an interest therein and to mortgage holders who have recorded their interests with the Secretary of the Association of Unit Owners.

REEL 293 PAGE 1230

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me, this 31st day of March
1978, Leo T. Crivello, Vice President and
Ronald Slaughter, Assistant Vice President, to me
known to be the persons who executed the foregoing instrument,
and to me known to be such officers of said corporation, and
acknowledged that they executed the foregoing instrument as such
officers as the deed of said corporation, by its authority.

Antoinette P. Ciofani
Antoinette P. Ciofani
Notary Public, State of Wisconsin
My commission: expires 6/21/81

This instrument was drafted by Robert A. Teper of TEPER, FIORENZA,
WEISS & TEPER, S.C. law firm.

1042683

REGISTRY OFFICE
MILWAUKEE COUNTY
RECORDS

1979 APR 14 AM 3 21

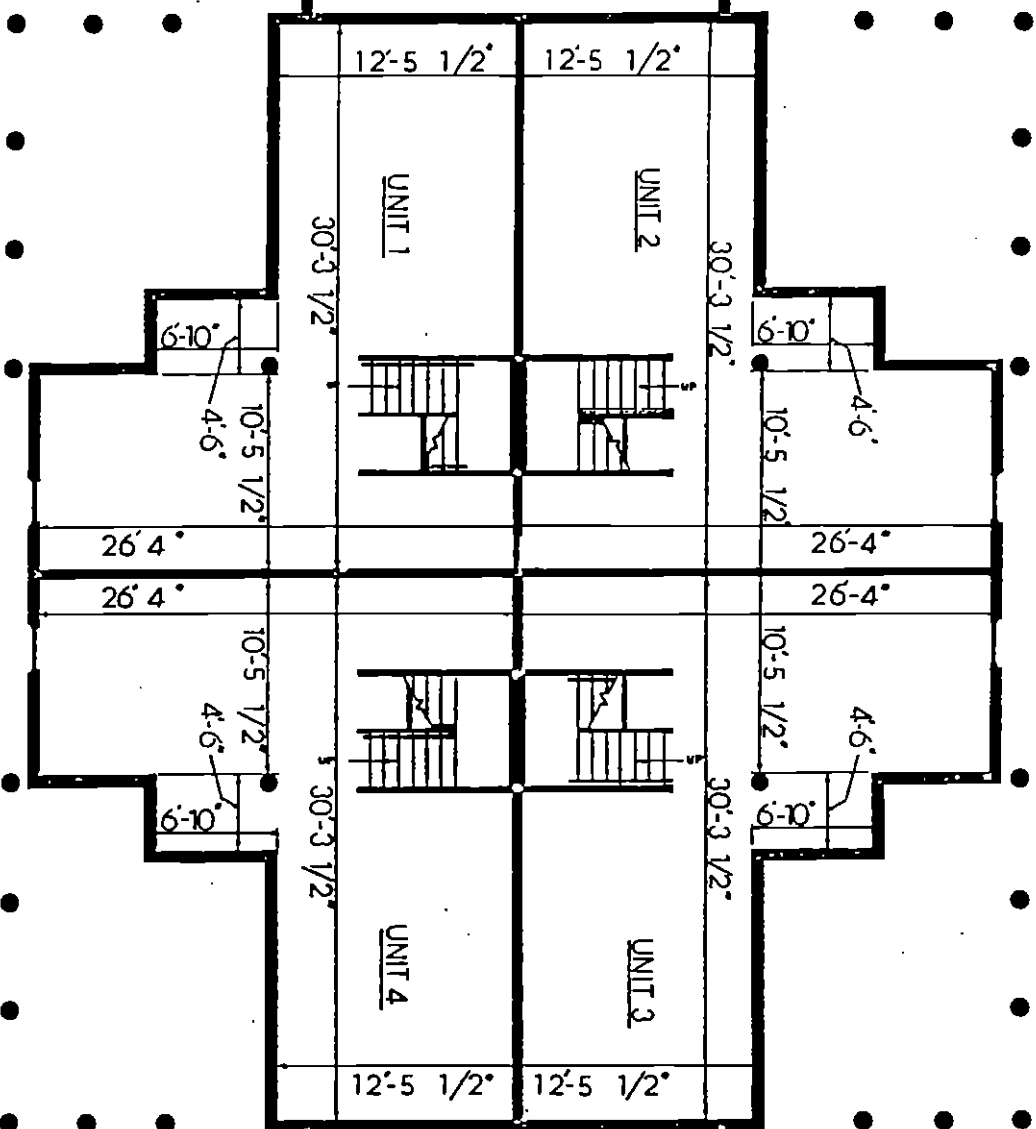
REEL 293 PAGE 1211

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TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE BUILDING AS FILED WITH AND APPROVED BY THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE CITY OF NEW BRITAIN, VALPERSHA COUNTY, WISCONSIN

Frank A. Kowalski
FRANK A. KOWALSKI ARCHITECT A-2987

BASEMENT PLAN



BUILDING ABCDEFGH
EXHIBIT A-1



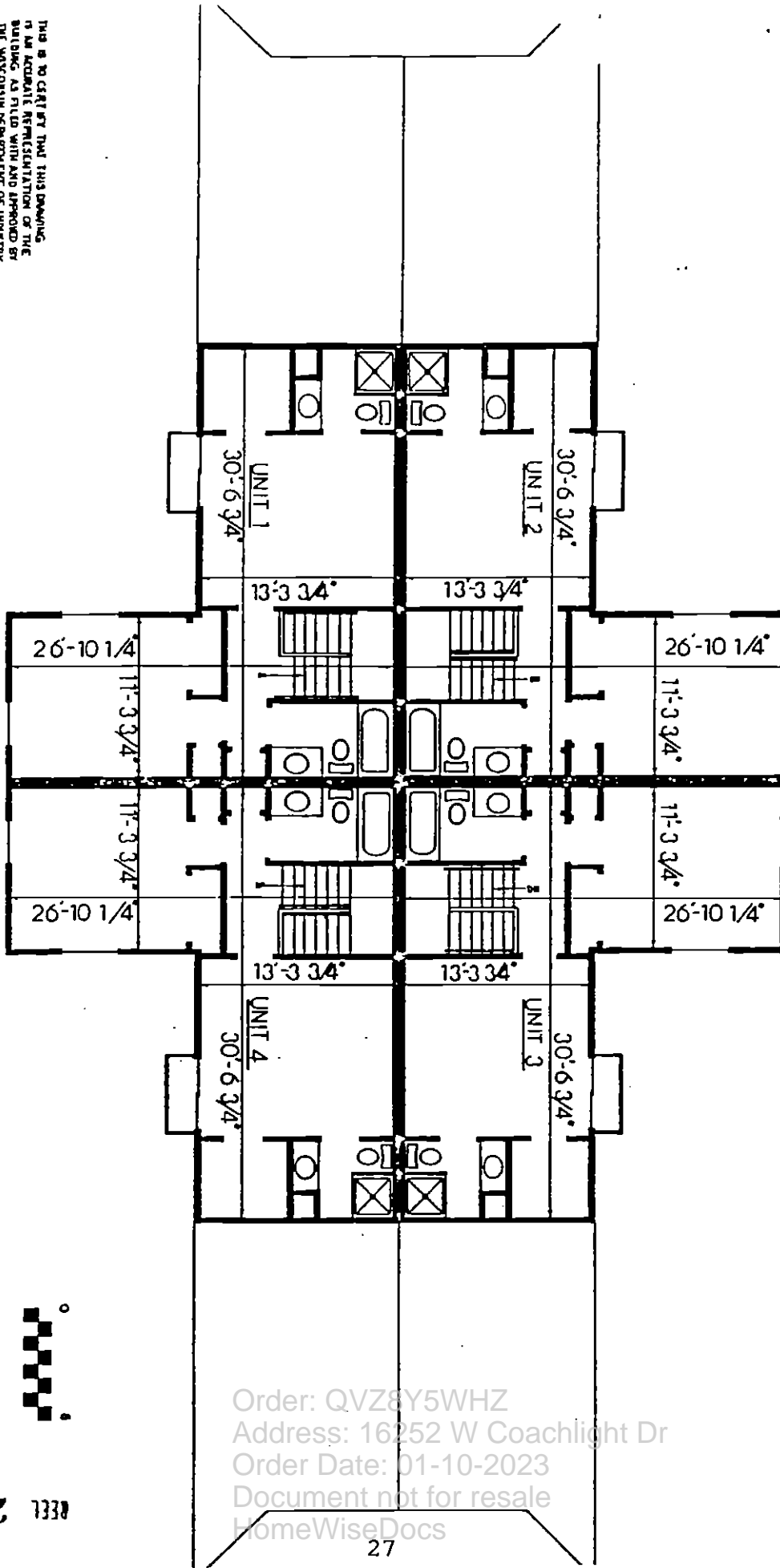
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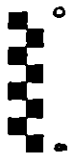
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE BUILDING AS FILED WITH AND APPROVED BY THE WISCONSIN DEPARTMENT OF INSURANCE UNDER AND UNDER VARIOUS ACTS AND THE ACT OF THE SENATE, WISCONSIN COUNTY OF DAIRY.

A.B. 02
 PROUD & ROSSINI ARCHITECT A-2287

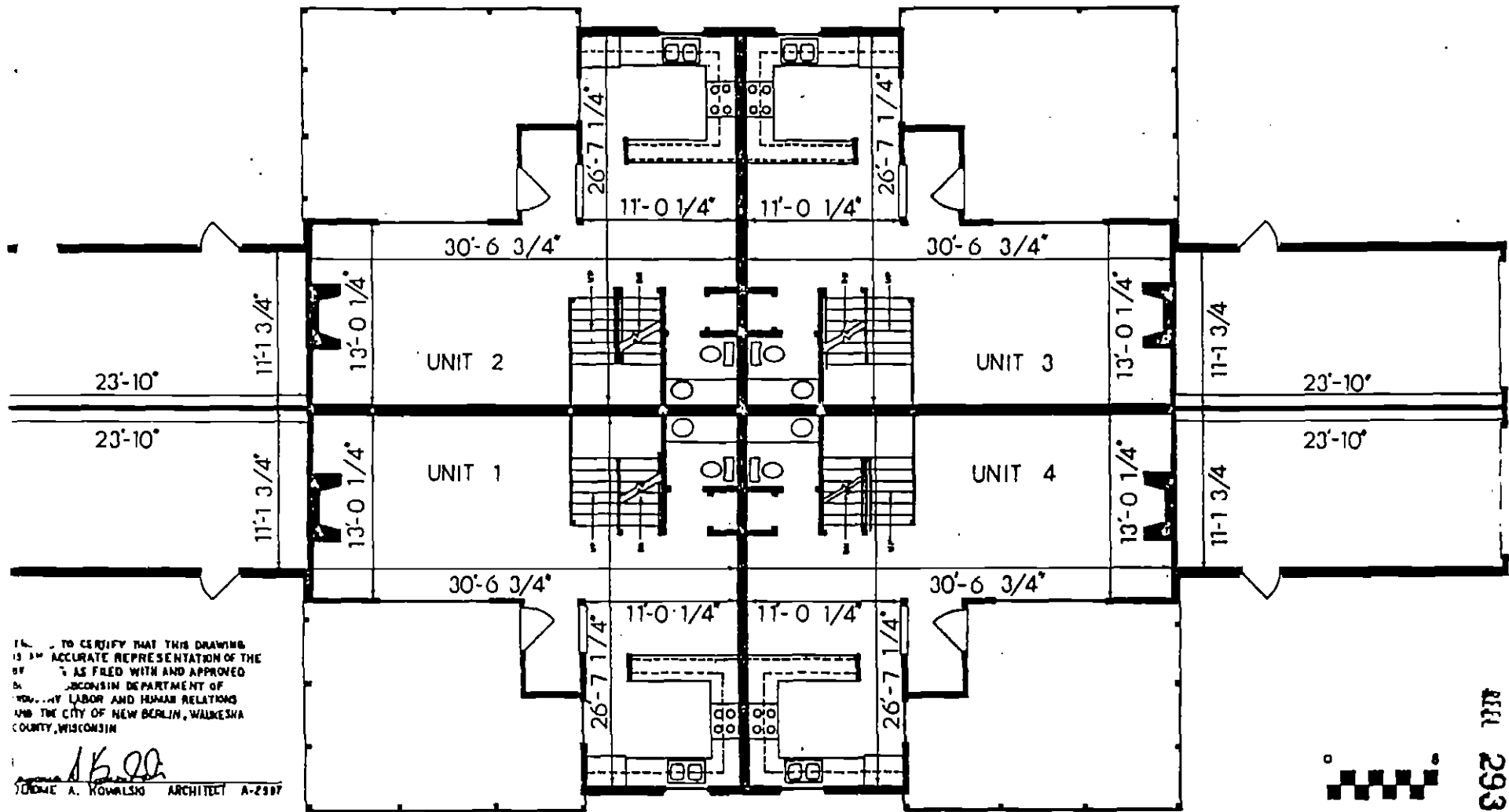
SECOND FLOOR



BUILDING A,B,C,D,E,F,G,H
 EXHIBIT A-3



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I HEREBY CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE WORK AS FILED WITH AND APPROVED BY THE WISCONSIN DEPARTMENT OF INDUSTRIAL LABOR AND HUMAN RELATIONS AND THE CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

16.00
 JOSEPH A. KOWALSKI ARCHITECT A-2597

FIRST FLOOR

BUILDING A.B.C.D.E.F.G.H.
 EXHIBIT A-2



REV 293 11/23/3

000100 SEP 28 05



WC3314707-002

RECEIVED OCT - 6 2005

3314707

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

09-08-2005 9:35 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 6.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE: 2
PAGES: 2

**STATUTORY RESERVE ACCOUNT
STATEMENT OF COACHLIGHT VILLAGE
CONDOMINIUM TOWN HOMES, INC.**

Return to: Holley Realty, Inc.
401 Pilot Court
Waukesha, WI 53188

Coachlight Village Condominium Town Homes, which is located at:

See Attached Exhibit "A"

JK
13/2

Pursuant to Wisconsin Statutes Section 703.163(11) hereby states that the Association maintains a statutory reserve account.

By: *Eugene Laskowski*
Eugene Laskowski, President

Countersigned

By: *Carol Gilbert*
Carol Gilbert, Secretary

ACKNOWLEDGE

000101 SEP 28 05

Exhibit "A"

All that part of the Southwest One-Quarter of the Northeast One-Quarter of Section 3, Town 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of Section 3; thence South $00^{\circ}50'53''$ West along the West line of said Northeast One-Quarter 518.73 feet; thence North $89^{\circ}17'13''$ East 330.00 feet; thence South $00^{\circ}50'17''$ West 1054.78 feet to the place of beginning of the parcel hereinafter described; thence South $09^{\circ}00'00''$ East 195.00 feet; thence South $60^{\circ}00'00''$ East 90.00 feet; thence North $64^{\circ}00'00''$ East 130.58 feet to a point on the West Right-Of-Way line of Carriage Lane; said point also being on a curve; thence 26.75 feet along said West Right-Of-Way line and the arc of said curve, radius of 321.45 feet, the center of which lies to the East a chord bearing South $43^{\circ}22'34.5''$ East 26.74 feet to a P.R.C.; thence 189.24 feet along the aforementioned West Right-Of-Way line and the arc of said curve, radius of 617.54 feet, the center of which lies to the Southwest and a chord bearing South $36^{\circ}58'53''$ East 188.49 feet to the P.T. of said curve; said P.T. being the point of intersection with the North Right-Of-Way line of Coachlight Drive; thence the following bearings and distances along said North Right-Of-Way line; South $61^{\circ}47'49''$ West 112.00 feet to the P.C. of a curve; 246.00 feet along the arc of said curve, radius of 250.41 feet, the center of which lies to the North and a chord South $89^{\circ}56'26.5''$ West 236.23 feet to the P.T. of said curve; North $61^{\circ}54'56''$ West 169.06 feet to the P.C. of a curve; 132.02 feet along the arc of said curve; radius of 422.10 feet, the center of which lies to the South and a chord bearing North $70^{\circ}52'31.5''$ West 131.46 feet to the point of termination along the aforementioned North Right-Of-Way line; thence North $17^{\circ}00'00''$ East 82.10 feet to the P.C. of a curve; thence 26.81 feet along the arc of said curve, radius of 90.37 feet, the center of which lies to the West and a chord bearing North $08^{\circ}30'00''$ East 26.72 feet to the P.T. of said curve; thence Due North 82.76 feet to the P.C. of a curve; thence 42.66 feet along the arc of said curve, radius of 54.32 feet, the center of which lies to the Southwest and a chord bearing North $22^{\circ}30'00''$ West 41.57 feet to a P.R.C.; thence 17.67 feet along the arc of said curve, radius of 22.50 feet, the center of which lies to the East and a chord bearing North $22^{\circ}30'00''$ West 17.22 feet to the P.T. of said curve; thence Due North 5.00 feet to the P.C. of a curve; thence 35.34 feet along the arc of said curve, radius of 22.50 feet, the center of which lies to the South and a chord bearing North $45^{\circ}00'00''$ East 31.82 feet to the P.T. of said curve; thence Due North 8.59 feet; thence North $89^{\circ}17'13''$ East 222.80 feet to the place of beginning, containing 144,730 square feet.

Exhibit "A"

All that part of the Southwest One-Quarter of the Northeast One-Quarter of Section 3, Town 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of Section 3; thence South $00^{\circ}50'53''$ West along the West line of said Northeast One-Quarter 518.73 feet; thence North $89^{\circ}17'13''$ East 330.00 feet; thence South $00^{\circ}50'17''$ West 1054.78 feet to the place of beginning of the parcel hereinafter described; thence South $09^{\circ}00'00''$ East 195.00 feet; thence South $60^{\circ}00'00''$ East 90.00 feet; thence North $64^{\circ}00'00''$ East 130.58 feet to a point on the West Right-Of-Way line of Carriage Lane; said point also being on a curve; thence 26.75 feet along said West Right-Of-Way line and the arc of said curve, radius of 321.45 feet, the center of which lies to the East a chord bearing South $43^{\circ}22'34.5''$ East 26.74 feet to a P.R.C.; thence 189.24 feet along the aforementioned West Right-Of-Way line and the arc of said curve, radius of 617.54 feet, the center of which lies to the Southwest and a chord bearing South $36^{\circ}58'53''$ East 188.49 feet to the P.T. of said curve; said P.T. being the point of intersection with the North Right-Of-Way line of Coachlight Drive; thence the following bearings and distances along said North Right-Of-Way line; South $61^{\circ}47'49''$ West 112.00 feet to the P.C. of a curve; 246.00 feet along the arc of said curve, radius of 250.41 feet, the center of which lies to the North and a chord South $89^{\circ}56'26.5''$ West 236.23 feet to the P.T. of said curve; North $61^{\circ}54'56''$ West 169.06 feet to the P.C. of a curve; 132.02 feet along the arc of said curve; radius of 422.10 feet, the center of which lies to the South and a chord bearing North $70^{\circ}52'31.5''$ West 131.46 feet to the point of termination along the aforementioned North Right-Of-Way line; thence North $17^{\circ}00'00''$ East 82.10 feet to the P.C. of a curve; thence 26.81 feet along the arc of said curve, radius of 90.37 feet, the center of which lies to the West and a chord bearing North $08^{\circ}30'00''$ East 26.72 feet to the P.T. of said curve; thence Due North 82.76 feet to the P.C. of a curve; thence 42.66 feet along the arc of said curve, radius of 54.32 feet, the center of which lies to the Southwest and a chord bearing North $22^{\circ}30'00''$ West 41.57 feet to a P.R.C.; thence 17.67 feet along the arc of said curve, radius of 22.50 feet, the center of which lies to the East and a chord bearing North $22^{\circ}30'00''$ West 17.22 feet to the P.T. of said curve; thence Due North 5.00 feet to the P.C. of a curve; thence 35.34 feet along the arc of said curve, radius of 22.50 feet, the center of which lies to the South and a chord bearing North $45^{\circ}00'00''$ East 31.82 feet to the P.T. of said curve; thence Due North 8.59 feet; thence North $89^{\circ}17'13''$ East 222.80 feet to the place of beginning, containing 144,730 square feet.