

**DECLARATION OF CONDOMINIUM
of
COUNTRY CLUB II CONDOMINIUM**

This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") Chapter 703, Wisconsin Statutes, as amended, by North Water Property Development, LLC, a Wisconsin limited liability company ("Declarant").

**ARTICLE I
STATEMENT OF PURPOSE**

The purpose of this Declaration is to subject the property hereinafter described and the improvements thereon (hereinafter collectively "Condominium") to the condominium form of ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

**ARTICLE II
DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS**

2.01 **Legal Description.** The real estate subject to this Declaration is owned by Declarant and is described on Exhibit A attached hereto.

2.02 **Name and Address.** The name of the condominium is Country Club II Condominium and has as its address N844 to N850 North Water Street, Watertown, Wisconsin.

2.03 **Covenants, Conditions, Restrictions, and Easements.** The Condominium shall be, on the date this Declaration is recorded, subject to:

- a. General taxes not yet due and payable;
- b. Easements and rights in favor of gas, electric, telephone, water, and other utility companies;
- c. All other easements, covenants, and restrictions of record;
- d. All municipal, zoning, and building ordinances; and
- e. All other governmental laws and regulations applicable to the Condominium.

2.04 **Definitions.** Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III UNITS

3.01 **Definition.** "Unit" is that part of the Condominium intended for independent residential use by or under authority of its owner. There are initially **4** units in the Condominium, subject to expansion as described in Article VIII.

3.02 **Description.** A Unit shall include:

- a. One or more contiguous or noncontiguous cubicles of air. The exterior boundaries of the cubicle shall be the unfinished interior surface of the walls surrounding the cubicle. The upper boundary of the cubicle shall be the unfinished upper surface of the ceiling of the cubicle. The lower boundary of the cubicle shall be the uncovered or unfinished upper surface of the floor below the cubicle. A Unit shall also include all finished surfaces, including paint, wallpaper, carpeting, or other covering. A Unit shall include the attached garage space as identified on the Condominium Plat.
- b. Any and all appliances and other fixtures contained in the Unit, which items may include, but not limited to: refrigerator, dishwasher, disposal, laundry equipment, range, compactor, cabinets, carpeting, and floor covering.
- c. The following items serving the particular Unit although they may be outside the defined cubicle of air:
 1. All doors and windows, their interior casements, and all of their opening, closing, and locking mechanisms and hardware;
 2. All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;
 3. All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
 4. All plumbing fixtures and the piping, valves, and other connecting and controlling materials and devices lying

between the fixtures and main water or sewage lines connecting to the lowest story of the Unit;

5. The cable television outlet, if any, to the Unit and the junction box serving it;
 6. The individual furnaces or ducting, the radiator, and the piping providing heating to the Unit, and the controls for the heating system of the Unit;
 7. The air conditioning equipment and ducting providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;
 8. The lines bringing natural gas or similar fuel to the Unit, which lines extend from the utility meter to the boundary of the Unit;
 9. The fireplace, if any, serving the Unit; and,
 10. The garage doors on the attached garage space, if any, included with the Unit.
- d. Specifically not included as part of a Unit are those structural components of each building and any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one (1) Unit are Common Elements.

3.03 Identification. Units shall be identified by the number as specified on the "Condominium Plat" of Country Club II Condominium, which plat shall be recorded contemporaneously with this Declaration. A copy of the Condominium Plat is attached hereto as Exhibit B. The Condominium shall be subject to expansion as described in Article VIII. Unit 844 has an address of N844 North Water Street, Watertown, Wisconsin; Unit 846 has an address of N846 North Water Street, Watertown, Wisconsin; Unit 848 has an address of N848 North Water Street, Watertown, Wisconsin; and Unit 850 has an address of N850 North Water Street, Watertown, Wisconsin.

ARTICLE IV COMMON ELEMENTS

4.01 **Definition.** "Common Elements" shall mean all of the Condominium except the Units.

4.02 **Description.** The Common Elements shall include the land described in Exhibit A, any portion of the improvements to the land described in Exhibit A which is not included in the definition of Unit, and all tangible personal property used in the operation, maintenance, and management of the Condominium.

4.03 **Use.** Except as otherwise provided herein, and subject to the Bylaws of the "Association," as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units.

4.04 **Ownership.** There shall be appurtenant to each Unit an undivided 25% interest in the Common Elements. If the number of Units changes due to expansion of the Condominium under Article VIII, the percentage interest shall be recalculated.

ARTICLE V LIMITED COMMON ELEMENTS

5.01 **Definition.** "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the owners of Units.

5.02 **Description.** The Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include any of the following: patio, balcony, and deck. It shall also include an area directly in front of the garage of the Unit and shall extend 24' out from the garage. Pursuant to Section 703.14, Wisconsin Statutes, as amended, any owner of a Unit to which the use of any Limited Common Element is restricted may grant by deed, subject to the rights of any existing mortgagee or secured party, the use of the Limited Common Element to any other AUnit Owner," as hereinafter defined. Such deed must be recorded in the Dodge County Register of Deeds Office, and a copy thereof must be supplied to the Association. After any such grant, the grantor shall have no further right to use the specified Limited Common Element.

5.03 **Use.** Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners who have the exclusive use of such Limited Common Elements.

ARTICLE VI USES

The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential purposes only, and shall not be used for any trade or business. The leasing or renting of a Unit for residential purposes shall be considered a violation of this provision, except that the leasing of a Unit by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be considered a violation of this provision. The use of Units as sale models by the Declarant shall not be considered a violation of this provision. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements, and Common Elements shall comply with the applicable local ordinances and any other restrictions as contained in the Association Bylaws and any Rules and Regulations adopted by the Association. No use may reasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE VII UNIT OWNER

A "Unit Owner" shall mean a person, combination of persons, partnership, or corporation, who holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar documents, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units on which an occupancy permit has been issued.

ARTICLE VIII RIGHT TO EXPAND

8.01 Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Expansion may be in phases. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Dodge County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, subject to applicable governmental approval. No Unit Owner or other person shall have the right to require or object to the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

8.02 Number, Location, and Style of Units. The maximum number of Units in the Condominium as expanded shall be twelve (12). Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development, in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential use.

8.03 Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article, the percentage interest in the Common Elements appurtenant to each Unit and calculated under Article IV shall change to be a percentage equal to the square footage of the Unit as shown on the condominium plat divided by the total square footage of all Units within the Condominium as so expanded, as shown on the amended condominium plat. The square footages as shown on the condominium plat (or any amendments thereto) shall be final for all purposes.

8.04 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by the Declarant, is recorded in the Office of the Dodge County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, subject only to applicable Dodge County Planning Department and Township approval processes without Unit Owners' consent or approval, for the purpose of effecting an expansion of the Condominium.

8.05 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interest in the Common Elements appurtenant to the Unit on which it has a lien.

ARTICLE IX ASSOCIATION

9.01 **Definition.** "Association" shall mean the Country Club II Condominium Association, an unincorporated association.

9.02 **Duties and Obligations.** All Unit Owners shall be entitled to become and shall be required to become members of the Association and be subject to its Organizational Resolutions, Bylaws, and rules and regulations adopted by it for the use and management of the Condominium. By becoming members of the Association, Unit Owners automatically assign the management and control of the Common Elements of the Condominium to the Association.

9.03 **Voting.** Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. As provided in Article VII hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Dodge County Register of Deeds Office.

ARTICLE X REPAIRS AND MAINTENANCE

10.01 **Units.** Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of Owner's Unit.

10.02 **Limited Common Elements.** Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness, and presentability of the Limited Common Elements which are reserved to the Unit.

10.03 **Common Elements.** Except as hereinabove provided, the Association shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, and replacement of the Common Elements. The Association shall be responsible for maintenance of the storm water management pond area and septic mound.

10.04 **Entry by Association.** The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when

necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. Prior notice to the Unit Owner shall be attempted, and any entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a "Common Expense," as hereinafter defined.

ARTICLE XI STRUCTURAL CHANGES

11.01 Limitations. A Unit Owner may make improvements or alterations within his/her Unit; provided, however, such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. A Unit Owner may not change the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the written permission of the Association Board of Directors. Any improvement or alteration which changes the floor plan or room dimensions of a Unit must be evidenced by the recording of a modification to the Condominium Plat before it shall be effective and must comply with the then-legal requirements for such purpose. Furthermore, any approved improvements or alterations must be in accordance with applicable laws and regulations, must not reasonably interfere with the use and enjoyment of other Units and Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

11.02 Expenses. All expenses involved in such improvements or alterations, including expenses to the Association, which it may charge as a special assessment to the affected Units, shall be borne by the Unit Owners involved.

ARTICLE XII INSURANCE

12.01 Property Insurance. The Association shall obtain and maintain insurance for the Common Elements, Limited Common Elements, and to the Units, covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement basis for an amount not less than the full replacement value of the insured property. The Association shall be named insured as trustee for each of the Unit Owners in the Ownership percentages established in the Declaration and the Mortgagees of Units as additional insured. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.

12.02 Liability Insurance. The Association shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable; provided, however, the minimum limits for bodily injury and property damage shall be Two Million Dollars (\$2,000,000). The policies shall include standard coverage for the errors and omissions of Association directors and officers. Such policies shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

12.03 Fidelity Insurance. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured, and the insurance shall be in an amount of not less than one hundred percent (100%) of the Association's annual operating expenses and reserves.

12.04 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers, which carriers must meet the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

12.05 Unit Owner's Insurance. Maintenance of insurance by the Association shall not relieve or prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units.

12.06 Disbursement. Insurance proceeds shall first be disbursed by the trustees for the repair or restoration of the damaged Common Elements, and the Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Condominium property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

12.07 Commencement. All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE XIII REPAIR OR RECONSTRUCTION

In the event the Common Elements are totally destroyed or sustain more than Ten Thousand Dollars (\$10,000) in damage at any one time, the Association shall within fifteen (15) days of the date of damage determine whether the Condominium is damaged to an extent more than the available insurance proceeds. Once determined, the Association shall promptly notify the Unit Owners and first Mortgagees in writing of the adequacy or inadequacy of the insurance. Within ten (10) days of receipt of the notice, the Unit Owners and first Mortgagees shall have the opportunity to decide whether the Condominium should be partitioned. Partition shall only occur by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes available in the Association, other than votes available to the Declarant, and by the affirmative votes of at least fifty-one percent (51%) of the first Mortgagees, calculated on a per-unit basis. In case of such partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit. In the event the required seventy-five percent (75%) and fifty-one percent (51%) affirmative votes are not cast within the ten (10) day period, or in the event the damage sustained is less than or equal to Ten Thousand Dollars (\$10,000), the Association shall promptly undertake to repair or reconstruct the damaged property to a condition compatible with the remainder of the Condominium. Upon reconstruction, the Association may vary the design, plan, and specifications of the Common Elements from that of the original; provided, however, that the number of square feet for such Unit as originally constructed and, provided further, that the location and floor plan of the damaged buildings shall be substantially the same as they were prior to the damage. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

ARTICLE XIV EMINENT DOMAIN

In the event of taking of any of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes, as amended, shall control; provided, however, the affirmative vote of at least two-thirds of the first Mortgagees, calculated on a per-unit basis, will also be required in order to partition the Condominium; and provided further, if Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

ARTICLE XV COMMON EXPENSES

15.01 Liability of Unit Owner. Each Unit Owner shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("Common Expenses") shall be assessed in proportion to their percentage interests in the Common Elements.

15.02 Enforcement. The assessments of Common Expenses, together with such interest as the Association may impose in the Bylaws for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes, as amended.

15.03 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.16 (9), Wisconsin Statutes, as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

15.04 Unit Sale. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a Statement of Condominium Lien covering the delinquency shall have been recorded prior to the transfer.

15.05 Lien for Non-payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorneys' fees. The lien may be recorded in the Dodge County Register of Deeds Office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he/she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

15.06 Foreclosure. In the event the Mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or as a result of a conveyance in lieu of foreclosure, such purchaser or his/her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such unit or chargeable to the former Unit Owner, which Common Expenses or assessments became due prior to the acquisition of title as a result of the foreclosure. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectable proportionately from all of the Unit Owners, including such purchaser, his successors and assigns.

15.07 Installment Payment. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly maintenance fee determined by a budget of Common Expenses prepared by the Association, which budget shall include a reserve for deferred maintenance and a reserve for replacement. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Association may determine.

15.08 Assessments Against Declarant. Declarant shall pay the monthly assessments only on those of its Units as to which an occupancy permit has been issued; provided, however, that during Declarant's control as specified in Article XVI hereof, if the total estimated monthly assessments paid by Unit Owners and by the Declarant shall not cover the total Common Expenses, Declarant shall pay the deficit.

15.09 Reserve Fund. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual condominium budget shall include funding for the reserve fund, at a level determined appropriate by the Association.

ARTICLE XVI POWERS OF DECLARANT

16.01 Declarant Control. Except as provided in Section 703.15(2)(d), Wisconsin Statutes, as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (1) expiration of ten (10) years from the date this Declaration is recorded; or (2) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium as originally constituted and as expanded under the rights reserved herein. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units; (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and

management of the Condominium; (c) determine, levy, and collect assessments; (d) grant easements; and (e) enact and enforce rules and regulations for the use of the Condominium. Any contract or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

16.02 Termination of Control. Upon termination of the above-specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (1) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (2) to conduct promotional and sales activities using unsold Units and the Limited Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (3) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

ARTICLE XVII AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended with the written consent of at least seventy-five percent (75%) of the Unit Owners and each Owner's consent shall not be effective unless approved by the mortgagee of the Unit; and provided, however, that no such amendment may substantially impair the security of any Unit Mortgagee. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of the Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dodge County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote.

ARTICLE XVIII NOTICES

18.1 Notice to Association. The person to receive service of process for the Condominium Association shall be the President of the Country Club II Condominium Association, or such other person as may be designated in writing from time to time by the Association. Initially, the person to receive service shall be Alvin J. Schloesser at 1214 Juneau St., Watertown, WI 53098. Successors may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

18.2 Notice to Mortgagees. Any first Mortgagee of a Unit, upon written request to the secretary of the Association, shall be entitled to notice of any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of any obligation under the condominium Declaration, Bylaws, Rules and Regulations, and related documents.

ARTICLE XIX REMEDIES

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, Association Bylaws, and Organizational Resolutions, or any Rules and Regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred Dollars (\$100) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorney fees and other expenses incurred by the Association in enforcing this provision

shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

ARTICLE XX EASEMENTS

Easements are reserved over, through and underneath the Common Elements, for ingress and egress, for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units and Limited Common Elements, their ceilings, floors, and walls, for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damages resulting from such easements.

ARTICLE XXI GENERAL

21.01 Utilities. Each Unit Owner shall pay for his/her telephone, electrical, and other utility services 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.

21.02 Encroachments. If any portion of a Unit, Limited Common Elements, or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

21.03 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Organizational Resolutions, if any, of the Association's Bylaws, or of any Rules and Regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

21.04 Conflict in Condominium Documents. In the event a conflict exists among any provisions of this Declaration, the Organizational Resolutions, if any, the Bylaws, or any administrative rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

21.05 **Warranties.** The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

21.06 **No Right of First Refusal.** The right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

21.07 **Homestead.** The Condominium or any portion thereof shall not be deemed to be homestead property of the Declarant.

IN WITNESS WHEREOF, this Declaration has been executed this _____ day of _____, 2016.

NORTH WATER PROPERTY
DEVELOPMENT, LLC

By: _____
Alvin J. Schloesser, Member

By: _____
Margaret M. Schloesser, Member

STATE OF WISCONSIN))ss
COUNTY OF DODGE)

Personally came before me this _____ day of _____, 2016, Alvin J. Schloesser and Margaret M. Schloesser, being all of the Members of the above Limited Liability Company, known to me to be the persons who executed the foregoing Declaration, and acknowledged that they executed the foregoing instrument as such Members and as the deed of said Limited Liability Company, by its authority.

Virginia M. Bartelt
Notary Public, State of Wisconsin
My commission is permanent

This instrument drafted by:

Virginia M. Bartelt
Bartelt Law Office, S.C.
Middleton, Wisconsin