DECLARATION OF
RIDGEWOOD CONDOMINIUM No. 2

City of West Bend, Washington County, Wisconsin

TABLE OF CONTENTS

Page Number

ARTICLE I - ESTABLISHMENT

Section 1.01 - Intent 1
Section 1.02 - Name and Address 1
Section 1.03 - Description of Land 1
Section 1.04 - Condominium Plat 1

ARTICLE II - BUILDINGS AND UNITS

Section 2.01 - Description 2
Section 2.02 - Unit Defined 2
Section 2.03 - Unit Identification System 2
Section 2.04 - Unit Fixtures 2
Section 2.05 - Boundary Wall Easements 3

ARTICLE III - COMMON AND LIMITED COMMON ELEMENTS

Section 3.01 - Description 3
Section 3.02 - Limited Common Elements 3
Section 3.03 - Percentage Interest 4
Section 3.04 - Transfer of Common Elements 4
Section 3.05 - Partition of Common Elements 4
Section 3.06 - Maintenance of Common Elements and Limited Common Elements 4

ARTICLE IV - ASSOCIATION OF UNIT OWNERS

Section 4.01 - Legal Entity 4
Section 4.02 - Membership and Voting Rights 4
Section 4.03 - By-Laws 5
Section 4.04 - Action by the Association 5
Section 4.05 - Powers of the Association 5
Section 4.06 - Meetings of the Association 5

ARTICLE V - REPAIRS AND MAINTENANCE

Section 5.01 - Common Elements 5

Section 5.02 - Limited Common Elements 5
Section 5.03 - Individual Units 6
Section 5.04 - Limitations on Changes 6
Section 5.05 - Entry for Repairs 6

ARTICLE VI - RECONSTRUCTION

Section 6.01 - Reconstruction 6

ARTICLE VII - ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments 6
Section 7.02 - Common Expenses 6
Section 7.03 - Share of Common Expenses 7
Section 7.04 - Special Charges 7
Section 7.05 - Annual Assessments 7
Section 7.06 - Common Surpluses 7
Section 7.07 - Special Assessments 7
Section 7.08 - Uniform Rate of Assessment 8
Section 7.09 - Covenant to Pay 8
Section 7.10 - Liability for Assessments upon Conveyance 8
Section 7.11 - Lien for Assessments 8
Section 7.12 - Priority of Lien 9
Section 7.13 - Enforcement of Lien 9

ARTICLE VIII - COVENANTS ON USE AND OCCUPANCY

Section 8.01 - Use of Premises 9
Section 8.02 - Prohibited Activities and Signs 9
Section 8.03 - Use of Common Elements 9
Section 8.04 - Occupancy Restrictions 9
Section 8.05 - Pets and Animals 10
Section 8.06 - Motor Vehicles 10
Section 8.07 - Recreational Vehicles 10
Section 8.08 - Nuisances 10
Section 8.09 - Insurance and Safety Hazards 10
Section 8.10 - Roof Structures 10
Section 8.11 - Accessory Structures 10
Section 8.12 - Fences 11
Section 8.13 - Leasing of Units 11
Section 8.14 - Unoccupied Units 11

ARTICLE IX - REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01 - Compliance Required 11
Section 9.02 - Emergency Entry for Abatement 12

Section 9.03 - Legal Remedies 12

ARTICLE X - INSURANCE

Section 10.01 - Insurance by Association 12
Section 10.02 - Assessment of Premiums 12
Section 10.03 - Coverage 12
Section 10.04 - Use of Proceeds 13
Section 10.05 - Insurance by Unit Owners 13
Section 10.06 - Limitation on Liability 13

ARTICLE XI - EASEMENTS AND ENCROACHMENTS

Section 11.01 - Utility Repair Easements 13
Section 11.02 - Easements to Run with the Land 14
Section 11.03 - Encroachments 14

ARTICLE XII - MISCELLANEOUS PROVISIONS

Section 12.01 - Notice to Mortgage Lenders 14
Section 12.02 - Service of Notice on Devisees and Personal Representatives 14
Section 12.03 - Covenants to Run with Land 14
Section 12.04 - Non-Waiver of Covenants 15
Section 12.05 - Waiver of Damages 15
Section 12.06 - Mortgaging Units and Real Estate Taxes 15
Section 12.07 - Amendment of Declaration 15
Section 12.08 - Severability 15
Section 12.09 - Service of Process 15
Section 12.10 - Arbitration 16

DECLARATION OF
RIDGEWOOD CONDOMINIUM NO. 2

City of West Bend, Washington County, Wisconsin

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by David F. Arnold and Debra Arnold, hereinafter referred to as "Declarant", this project shall be a "Small Residential Condominium" as defined in Section 703.02 (14m), Wis. Stats. and the provisions of Section 703.365, Wis. Stats. applicable to Small Residential Condominiums shall apply as may be allowed by law or otherwise provided herein. The name of the project shall be Ridgewood Condominium No. 2.

ARTICLE I
ESTABLISHMENT

Section 1.01 - Intent. The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration and the By-Laws of the association of unit owners (hereinafter the "Association").

Section 1.02 - Name and Address. The name by which this condominium shall be known is "Ridgewood Condominium No. 2" and its street addresses are 1109 Firethorn Drive and 1111 Firethorn Drive, West Bend, WI 53090.

Section 1.03 - Description of Land. The land which is the subject of this Declaration is described as follows:

Lot 6 in PINE CREEK SUBDIVISION, located in the Southwest ¼ and the Southeast ¼ of the Northeast ¼ and the Northwest ¼ and the Northeast ¼ of the Southeast ¼ of Section 12, Township 11 North, Range 19 East, City of West Bend, Wisconsin

Section 1.04 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County, a condominium plat entitled "Ridgewood Condominium No. 2, A Condominium", consisting of 1 sheet, certified on _____ ___, 2020, by Mike Schleif S-2471 and recorded with the Washington County Register of Deeds as document number _____. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

ARTICLE II
BUILDINGS AND UNITS

Section 2.01 - Description. The condominium includes one side-by-side residential duplex with exposed basement walk-out and attached two-stall garages. Each unit of the condominium includes, on the first floor, a kitchen, living room, dinette, bathroom and two bedrooms. On the exposed basement walk-out ground floor, a family room, bedroom, bathroom and utility area in the unfinished ground floor area. Each unit has an attached two-stall garage.

Section 2.02 - Unit Defined. A condominium unit is that portion of the building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or enclosed spaces on one or more levels and having outer boundaries formed:

(I) as to finished areas, by and including the interior surface materials (i.e., drywall, paneling, tiling and floor coverings) of the perimeter and internal structural walls, floors and ceilings; and

(ii) as to any unfinished areas (such as a basement), by the following:

(a) upper boundaries shall be the horizontal plane created by the undersurface of the ceiling/floor joists or the undersurface of the chords of the roof trusses, as the case may be;

(b) lower boundaries shall be the upper surface of the unfinished floor; and

(c) vertical boundaries shall be the interior surfaces of the unfinished perimeter and structural walls.

Each unit includes its attached garage, the unit fixtures and the stairwells providing access between levels. The boundaries of each unit have the dimensions and are located as shown on the condominium plat.

Section 2.03 - Unit Identification System. Each unit has a unit identification number, and a street address. The unit identification numbers, which shall be used and shall be legally sufficient for all conveyance purposes, are as follows:

Unit Identification	Address	Tax ID Number
Unit 1	1109 Firethorn Drive, West Bend	1119._____
Unit 2	1111 Firethorn Drove, West Bend	1119._____

Section 2.04 - Unit Fixtures. Each unit includes the following fixtures: interior non-load bearing walls, entry and entry storm doors including frames and glass, window frames

and glass, interior doors, cabinetry, electrical wiring and lighting fixtures, floor coverings, plumbing piping and fixtures, forced air heating and air conditioning systems, dishwasher, microhood, garbage disposal, water heater, water softener, foundation drain sump pump and crock, gas fireplace, exhaust fans, automatic garage door opener, and other built in or permanent improvements and appliances which may be within the unit boundaries.

Section 2.05 - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding that unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the sound-proofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE III
COMMON AND LIMITED COMMON ELEMENTS

Section 3.01 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration, and including, without limitation, the following:

(1) The land described in Section 1.03 of this Declaration;

(2) The building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, foundations, structural support systems, exterior finish materials, entry stoops, porches, decks, patios;

(3) The electric, telephone, communication, gas, water, sanitary sewer and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls;

(4) All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners.

Some common elements may, depending upon their location and use, be classified as limited common elements.

Section 3.02 - Limited Common Elements. Certain common elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such unit. They include, without limitation, the following:

(1) Those common areas, if any, identified as limited common elements on the condominium plat;

(2) The electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the service board or service connection to and within each unit;

(3) The driveways, sidewalks, patios, and front entry stoop appurtenant to each unit;

(4) The lawn and landscape areas and improvements appurtenant to each unit;

(5) Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 3.03 - Percentage Interest. Each unit owner shall have an undivided one-half (1/2) equal interest in the common elements of the condominium as a tenant in common with the other unit owner of this condominium.

Section 3.04 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 3.05 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

Section 3.06 - Maintenance of Limited Common Elements. Each unit owner shall be responsible for the snow removal, grass cutting and landscape maintenance of the limited common element area appurtenant to each unit.

ARTICLE IV
ASSOCIATION OF UNIT OWNERS

Section 4.01 - Legal Entity. The affairs of this condominium shall be governed by an unincorporated association of unit owners which is a legal entity for all purposes, to be known as the Ridgewood No. 2 Condominium Owners' Association (herein the "Association").

Section 4.02 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of a condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised as the owners of that unit determine, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a

maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 4.03 - By-Laws. The administration of the Association shall be governed by By-Laws initially adopted by the Declarant which may be amended from time to time as therein provided.

Section 4.04 - Action by the Association. Upon unanimous vote or written agreement, the Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association. In the event the Association members are unable to reach an agreement with regard to any Association action, the same shall be settled by arbitration proceedings as set forth in the By-Laws.

Section 4.05 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association.

Section 4.06. - Meetings of the Association. Meetings of the Association shall be governed by the By-Laws.

ARTICLE V
REPAIRS AND MAINTENANCE

Section 5.01 - Common Elements. The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be assessed in accordance with Section 7.04 of this Declaration.

Responsibility for the care and maintenance of the common elements may be assigned jointly or alternately to the unit owners, provided that maintenance and repair of the building exterior shall be done in a manner which will maintain the exterior uniformity of materials, function and appearance of the building as a single structure.

Responsibility for the care and maintenance of the outdoor areas of the condominium property may be assigned jointly or alternately to the unit owners, provided that lawn care shall be done in a manner which will give lawn areas the appearance of being maintained as a single residential yard. Owners are responsible for the removal of snow, ice, slush, etc, from the public sidewalks along Firethorn Drive and Creek Road appurtenant to their unit.

Section 5.02 - Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his or her unit in good, safe, clean, attractive and sanitary condition and order satisfactory to the Association. If, after notice from the Association, a unit owner has failed to timely maintain, repair or replace a

limited common element appurtenant to his or her unit, the Association may do so and the cost thereof may be assessed in accordance with Section 7.04 of this Declaration.

Section 5.03 - Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures as identified in Section 2.04 of this Declaration.

Section 5.04 - Limitations on Changes. A unit owner may make modifications to the interior floor plan of the unit. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement or hereditament. No unit owner shall make any alteration, change or improvement to common or limited common elements without such Association consent.

Section 5.05 - Entry for Repairs. Each unit owner shall have the right, at reasonable times and under reasonable conditions, to enter upon or across the other unit and its limited common elements in connection with the maintenance, repair or replacement of utilities or water and sewer services affecting his or her unit.

ARTICLE VI
RECONSTRUCTION

Section 6.01 - Reconstruction. In the event the condominium is destroyed or damaged so as to render the building containing the units untenantable, the Association shall determine whether to proceed with repair and reconstruction or with termination of the condominium and sale of the property. If the Association fails to make that determination within thirty (30) calendar days of the damage, the property shall be subject to an action for partition at the suit of either owner; provided, however, that the property shall be sold as an entity and shall not be partitioned in kind. If the damage is confined to one (1) unit, not affecting the other unit, such damage shall be repaired forthwith.

ARTICLE VII
ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.02 - Common Expenses. Common expenses are defined as follows:

(1) all sums lawfully assessed against the unit owners by the Association;

(2) expenses declared common expenses by the Act, by this Declaration or the By-Laws;

(3) amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.03 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 3.03 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owner responsible therefor as a special charge.

Section 7.04 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for the maintenance, repair or replacement of limited common elements in accordance with Section 5.02 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge.

Section 7.05 - Annual Assessments. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 7.06 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 3.03 of this Declaration.

Section 7.07 - Special Assessments. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or unpredicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for which the same was levied.

Section 7.08 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 3.03 of this Declaration.

Section 7.09 - Covenant to Pay. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.10 - Liability for Assessments upon Conveyance.

(1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.

(2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.12 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.12 hereof prior to the request for the statement.

Section 7.11 - Lien for Assessments. All assessments, regular or special, and special charges levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The Lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.12 - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

(1) liens of general and special taxes;

(2) liens of a first mortgage recorded prior to the making of the assessment;

(3) construction liens filed prior to the making of the assessment; and

(4) all sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to liens of the Association for any assessment, whether or not so specifically set forth in the instruments creating such liens.

Section 7.13 - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

ARTICLE VIII
COVENANTS ON USE AND OCCUPANCY

Section 8.01 - Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for single family residential purposes consistent with the size and facilities of the units.

Section 8.02 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except as permitted by Association rules or regulations, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the sale of unsold units.

Section 8.03 - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this

Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be operated and maintained as an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.04 - Occupancy Restrictions. No unit shall be occupied by more than six (6) persons.

Section 8.05 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in units in strict compliance with rules and regulations which may be adopted by the Association regarding the same.

Section 8.06 - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than two (2) motor vehicles (excluding motorcycles) on the condominium. Motorcycles may only be kept in strict compliance with rules and regulations which may be adopted by the Association. Except for the vehicles of guests of unit owners or lessees, and except as provided in Section 8.07 hereof, the parking of all other vehicles of any kind on the condominium is prohibited. All motor vehicles must be licensed and operable.

Section 8.07 - Recreational Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, campers, trailers, trucks over one-ton capacity, snow-mobiles, motorized bikes or other commercial or recreation-type vehicles, except as permitted by the rules and regulations of the Association.

Section 8.08 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.09 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.10 - Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device, except for an external reception device, i.e. antenna, aerial, satellite dish or cable for television or radio reception, which is less than 30 inches in diameter.

Section 8.11 – Accessory Strutures. No owner or occupant shall cause an accessory structure to be constructed or placed within in the Common Elements or Limited Common Elements unless approved by the Association.

Section 8.12 - Fences. No owner or occupant shall cause the construction of a fence or visual screen of any kind- including but not limited to a barrier, hedge or other screening device or structure- on the condominium property unless approved by the Association

Section 8.13 - Leasing of Units. Each unit or any part thereof may be rented by a written lease provided that:

(1) The term of any such lease shall not be less than twelve (12) months;

(2) The lease contains a statement obligating all tenants to abide by the Declaration, the Bylaws, and all rules and regulations of the Association and providing that the lease is subject and subordinate to the same;

(3) The Lease provides that any default arising out of the tenant's failure to abide by the Declaration, Bylaws, and all rules and regulations of the Association shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, Bylaws and the rules and regulations of the Association, the right to evict the tenant or terminate Lease should any such violation continue after ten (10) days following delivery of written notice to the tenant specifying the violation; and

(4) A true and complete copy of the Lease shall be provided to the Association at least ten (10) days prior to the execution so that the Association can confirm that the Lease meets the requirements of this section.

During the term of the lease of all or any part of a Unit each Unit Owner shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, Bylaws and the rules and regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

Section 8.14- Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE IX
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01 - Compliance Required. Every unit owner and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, By-Laws or in the deed to the unit.

Section 9.02 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the building or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.03 - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE X
INSURANCE

Section 10.01 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property (as that term is defined in the Act) against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. The insurance provided by the Association shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his or her right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 10.02 - Assessment of Premiums. Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners in accordance with the percentage of interest established by Section 3.03 of this Declaration. The cost of insurance is included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.05 of this Declaration which is payable on a monthly basis.

Section 10.03 - Coverage. The Association shall provide the following types of insurance coverage:

(1) Property Insurance. The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 3.03 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their

servants, agents and guests without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time.

(2) Liability Insurance. Public liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.

(3) Workers Compensation. Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

(4) Other Insurance. The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.04 - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined by a majority vote 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.

Section 10.05 - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering their respective units and following items:

(1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the fixtures, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.

(2) Public liability coverage to the extent not insured by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.06 - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE XI
EASEMENTS AND ENCROACHMENTS

Section 11.01 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas

mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted by the Declarant or the Association.

Section 11.02 - Easements to Run with the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, his successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 11.03 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners 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 of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 12.01 - Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 12.02 - Service of Notice on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 12.03 - Covenants to Run with Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to 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 or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 12.04 - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision 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.

Section 12.05 - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) is asserted by the unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) is made on account of injury to person or damage to or loss of property, wherever located and however caused.

Section 12.06 - Mortgaging Units and Real Estate Taxes. In accordance with the Act, each unit owner has the right to mortgage or encumber his or her unit and the percentage interest in common elements appurtenant to that unit. Further, in accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 12.07 - Amendment of Declaration.

(1) This Declaration may be amended with the unanimous written consent of the unit owners. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any.

(2) All such amendments shall be effective upon recording the same in the office of the Register of Deeds of County, Wisconsin, provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Section 12.08 - 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 remainder of this Declaration.

Section 12.09 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be David F. Arnold. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Secretary of State and the Clerk of the municipality in which the condominium is located.

Section 12.10 - Arbitration. Any dispute or controversy of any kind and nature between the unit owners or rising out of or in connection with the operation, management, maintenance, and expenses of this small residential condominium project shall be settled by arbitration pursuant to the procedures set forth in Section 703.365 (6), Wis. Stats., however, any notice to any mortgagee need not be provided unless the lien rights of said mortgagee shall be adversely effected.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the ___ day of _____, 2019.

_____
David F. Arnold

_____
Debra Arnold

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ___ day of _____, 2019, the above named David F. Arnold and Debra Arnold to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Ian Prust

Notary Public, Washington County, Wisconsin
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY
AND RETURN TO:
Attorney Ian Prust
O'MEARA Law Firm, LLC
P.O. Box 270468
Hartford, WI 53027
Phone: (262) 673-7700
Fax: (262)670-7087
E-Mail: prust@omearalawfirm.com