

COVER SHEET
DISCLOSURE MATERIALS

Name and Location of the Condominium:

GREEN ACRES CONDOMINIUM
City of Sheboygan Falls
Sheboygan County, Wisconsin 53085

Name and Address of Declarant:

SHEB CO HOMES LLC
2808 Kohler Memorial Drive, Suite #1
Sheboygan, WI 53081

Name and Address of Declarant's Agent:

Toby Watson
2808 Kohler Memorial Drive, Suite #1
Sheboygan, WI 53081-3166

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.

Please date and sign the attached receipt and return to Declarant.
Cut on dotted line.

RECEIPT

I acknowledge that I have received a copy of the Disclosure Materials on Green Acres Condominium, that I was provided with time to read such material, that I was advised that should I have any questions in connection with same; I should seek independent professional advice; that I did read such documents; that a lien for maintenance payments could attach against my property and other matters as set forth in more specific detail in the Disclosure Materials, receipt whereof is hereby acknowledged.

Executed this ____ day of _____, 20__.

INDEX

The following is an index to the materials Declarant is required by law to provide to each prospective condominium purchaser.

- I. **DECLARATION.** The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page Five (5).
- II. **BY-LAWS.** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page Twenty-seven (27).
- III. **ARTICLES OF ASSOCIATION.** The operation of a condominium is governed by the Association, of which unit owner is a member. Powers, duties and operation of an association are specified in the Articles of Association. The Articles of Association begin on page Thirty-eight (38).
- IV. **MANAGEMENT OR EMPLOYMENT CONTRACTS.** Certain services may be provided to the condominium through contracts with individuals or private firms as provided for in the Declaration of the Condominium and the By-Laws of the Condominium. At the present time there are no contracts with individuals or private firms but said contracts may exist in the future.
- V. **ANNUAL OPERATING BUDGET.** The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page Forty-two (42).
- VI. **LEASES.** There are no leases of property of facilities which are not a part of the condominium. However, pursuant to the terms of the By-Laws of the Association of condominium owners, individual condominium units may be subject to residential rental leases. A copy of the residential rental form to be utilized in the event of a written lease is at page Forty-three (43).
- VII. **ASSOCIATION LIEN FOR ASSESSMENTS.** A copy of form to be used by the Association in the event it files a lien for assessments is attached at page Forty-seven (47).
- VIII. **MAP (PLAT).** The Declarant has provided a map (plat) of the condominium project which shows the location of the units and the facilities and common elements which are a part of the condominium. The map (plat) is on page Twenty-six (26).
- IX. **FLOOR PLAN.** The Declarant has provided floor plans of the units being offered for sale. The floor plans are attached at page Twenty-six (26).

EXECUTIVE SUMMARY

1. CONDOMINIUM IDENTIFICATION: The Condominium name is Green Acres Condominium.
2. GOVERNANCE: The initial address of the Condominium Association is 2808 Kohler Memorial Drive, Suite 1, Sheboygan, Wisconsin 53081. The initial registered agent is Toby Watson. After the period of Declarant control, the Association is to be managed by its unit owners through its Board of Directors and/or a non-unit owner manager hired by the Condominium Association. See Pages Thirty through Thirty-three and Forty (30-33 & 40) of the Disclosure materials.
3. SPECIAL AMENITIES: There are shared use areas within the Condominium as set forth in the Disclosure Materials at Page Eleven (11).
4. MAINTENANCE AND REPAIR: A description of the unit owner's responsibility for repair and maintenance of the owner's unit and the limited common elements assigned to that unit is set forth in the Disclosure Materials on Pages Eighteen, Nineteen and Thirty-five (18, 19 & 35).
5. MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS: Information relating to the Association's responsibility for maintenance, repair and replacement of common elements, and how such maintenance, repair and replacement is to be funded are set forth on Pages Eighteen and Nineteen (18 & 19) of the Disclosure Materials.
6. RENTAL OF UNITS: Information relating to unit owner's right to rent their units is set forth on Page Thirty-six (36) of the Disclosure Materials and a sample lease form is set forth on Pages Forty-three through Forty-six (43 - 46) of the Disclosure Materials.
7. UNIT ALTERATIONS: A description of the rules, restrictions and procedures governing a unit owner's authority to alter the unit are set forth on Page Eighteen (18) of the Disclosure Materials.
8. PARKING: The Condominium includes indoor and outdoor parking. The Association shall be responsible for creating rules and/or fees relating to the use and/or reservation of parking spaces. Additional on street parking is regulated by the municipality. See Disclosure Materials at Page Thirty-six (36).
9. PETS: Rules relating to pets on the condominium property are set forth on Page Thirty-six (36) of the Disclosure Materials.
10. STATUTORY RESERVE ACCOUNT: The Declarant has not established a Statutory Reserve Account for future expenditures relating to repair and replacement of the common elements of the condominium, and has filed a Statutory Reserve Account Statement in the Office of the Register of Deeds for Sheboygan County, Wisconsin. Non-routine maintenance and replacement of common elements will be by assessment as determined by the Association as set forth on Page Forty-eight (48) of the Disclosure Materials.

11. FEEES ON NEW UNITS: Condominium Assessments shall be commenced upon the sale of one or more units to a unit owner other than the Declarant.

12. AMENDMENTS TO DECLARATION AND BY-LAWS: The Declaration and By-laws of the condominium may be amended as set forth on Pages Thirty-six and Forty (36 & 40) respectively of the Disclosure Materials. The percentage vote required and the process and requirements for such changes are set forth on these pages.

13. RESTRICTIONS RELATING TO MOTOR VEHICLES, UNLICENSED VEHICLES AND RECREATIONAL VEHICLES: Restrictions relating to motor vehicles, unlicensed vehicles and recreational vehicles may be found on Page Thirty-five (35) of the Disclosure Materials.

14. RESTRICTIONS ON UNIT OWNER'S USE OF THE COMMON ELEMENTS: The restrictions relating to the unit owner's use of the common elements is set forth on Pages Twenty, Twenty-one, Twenty-five and Twenty-six (20, 21, 25 & 26) of the Disclosure Materials which follow.

ANY CHANGE MADE BY THE DECLARANT OR THE ASSOCIATION TO THE DISCLOSURE MATERIALS CONTAINED IN THIS EXECUTIVE SUMMARY, OR THOSE MATTERS REFERENCED IN THE EXECUTIVE SUMMARY, SHALL REQUIRE A REVISION OF THE EXECUTIVE SUMMARY BY THE DECLARANT OR THE ASSOCIATION, WHICHEVER IS IN CONTROL OF THE CONDOMINIUM WHEN THE CHANGE TAKES PLACE.

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DECLARATION OF CONDOMINIUM
OWNERSHIP AND COVENANTS, CONDITIONS
AND RESTRICTIONS FOR GREEN ACRES CONDOMINIUM

THIS DECLARATION is made by Sheb Co Homes LLC, hereinafter referred to as Declarant, the date hereinafter stated for the purposes of subjecting the following described real property and the appurtenances thereto to the provisions of the Wisconsin Condominium Ownership Act (Chapter 703, Wisconsin Statutes) and for the additional purpose of imposing certain covenants, conditions and restrictions upon such property.

RECITALS

Section 1. Ownership: Sheb Co Homes LLC, hereinafter referred to as "Declarant", is the owner of the subject property.

Section 2. Name of Condominium: The condominium shall be known as Green Acres Condominium, being located in the City of Sheboygan Falls, Sheboygan County, Wisconsin.

Section 3. Condominium is not Expandable: The condominium can consist of three (3) buildings with each building containing two (2) units for a total of six (6) units and is not expandable.

Section 4. Legal Description of Property: The real property subject to condominium ownership by this Declaration is:

A part of the NW1/4 of the NW1/4, Section 25, Town 15 North, Range 21 East, City of Sheboygan Falls, Sheboygan County, Wisconsin, described as follows:

Commence at the Northwest Corner of Lot 2, Plat of Sheboygan Falls North Industrial Park; thence N 89°39'18" E, 144.00 feet to the point of beginning; thence S 89°39'18" W, 215.00 feet; thence N 01°24'19" W, 195.34 feet to the South line of Green Acres Drive; thence along said South line 110.94 feet along the arc of a 246.00 foot radius curve to the left, said curve having a chord which bears N 73°00'54" E, 110.02 feet; thence S 26°52'37" E, 253.41 feet to the point of beginning.

Tax Key Number: 59282-917900

Section 5. Covenants, Conditions and Restrictions: Certain covenants, conditions and restrictions upon the use or uses of the condominium property are set forth throughout this Declaration.

CONDOMINIUM PLAN,
COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, the Declarant hereby establishes the following plan for condominium ownership of the real property described above and the buildings and improvements hereafter located thereon pursuant to the provisions of the Condominium Ownership Act, and hereby declares that all said property shall be held, occupied, used, transferred, sold and conveyed subject to the terms, conditions and restrictions of this Declaration.

ARTICLE I.

DEFINITIONS

As used in this Declaration, or in any amendment thereto, unless otherwise provided or unless the context requires otherwise, the following words/terms shall have the meaning set forth below.

Section 1.1 "Association": Shall mean and refer to the Green Acres Condominium Owner's Association, U.A., which association shall be an unincorporated, non-profit association, its successors and assigns.

Section 1.2 "Unit Owner": Shall mean, refer to and include every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to any unit described in this Declaration, and may also be referred to in this Declaration as "Owner".

Section 1.3 "Condominium Property": Shall mean and refer to the real property described herein, together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

Section 1.4 "Buildings": Shall refer to the structures identified herein and also depicted on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 1.5 "Unit": Shall mean, refer to and include each part of the condominium property designated as and intended for residential use, including one or more cubicles of air at one or more levels in a building.

Section 1.6 "Common Elements": Shall mean, refer to and include all of the condominium property except its units.

Section 1.7 "Limited Common Elements": Shall mean, refer to and include those common elements designated in this Declaration or the condominium plat as reserved for the use of a certain unit, units or building to the exclusion of other units or building.

Section 1.8 "Common Expenses" and "Common Surpluses": Shall mean, refer to and include the expenses and surpluses of the Association.

Section 1.9 "Living Area": Shall mean, refer to and include that part of the unit excluding the garage and storage areas, if any.

Section 1.10 "Master Association": Shall mean, refer to, and include that term as defined in Section 703.155 of the Wisconsin Condominium Ownership Act as amended.

ARTICLE II.

DESCRIPTION AND IDENTIFICATION OF BUILDINGS.

UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 2.1 Description of Buildings: The buildings shall be three (3) two (2) unit duplex type buildings as set forth on Exhibit One (1) attached hereto. The duplex buildings shall be of one basic design as set forth on Exhibit One (1).

Section 2.2 Description of Units: Each of the units shall be separately designated by an identifying number (one through six) as set forth on Exhibit One (1). All of the units shall

consist of a main floor, with a floor plan substantially similar to the typical building layout on Exhibit One (1). The Boundaries of each unit shall be as set forth in Article III, Section 3.3 below.

If any of the common or limited common elements shall encroach upon any unit, or any unit shall encroach upon any other unit whereupon any portion of the common or limited common elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist as long as the building stands. In interpreting the exhibits attached hereto, the existing physical boundaries of a unit or a unit which is constructed in substantial compliance with the plan thereof, shall be conclusively presumed to be within its boundaries rather than the dimensions expressed in the attached exhibits, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the attached plans and those of the building.

Section 2.3 Description of Common Elements: The location of the common elements on the condominium property are shown on Exhibit One (1) attached hereto and are also designated on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, and the items of property and facilities included within the meaning of said term are as stated in Section 1.6 of this Declaration. The owners of each unit shall have an undivided interest as tenants in common in the common elements as hereinafter described in this Declaration.

Section 2.4 Description of Limited Common Elements:

The entrances to the units shall be assigned to each unit for the exclusive benefit of that unit.

The area around each unit that is marked as a limited common element on Exhibit One (1), shall be used for the exclusive benefit of the appurtenant unit to which it is assigned with

the intention that each unit shall have an adjoining yard area for its use. Each unit may use its respective limited common element for outdoor relaxation and recreation individualized landscaping and the placement of outdoor furnishings such as yard furniture and grills subject to the other provisions of this Declaration, By-Laws of the Association and the rules of the Association.

The limited common elements designated herein shall be assigned to the exclusive use of the particular unit and units designated and limited common elements shall be assigned by the Declarant to a unit purchaser and such conveyance shall designate such assignment. Thereafter the unit to which each of the limited common areas was assigned shall have the exclusive use thereof and any subsequent conveyance of title to such unit shall pass with it as an appurtenance thereto the exclusive (mutual) use herein provided for. The use of the limited common elements aforescribed shall be restricted to the purposes for which are herein designated and no owner shall use, add to, alter, modify or in any way change such limited common element in any manner contrary to provisions of this Declaration or the By-Laws of the Association or any rules or regulations as may from time to time be adopted by the Association.

The limited common elements designated shall be subject to access under the provisions of this Declaration, by By-Laws of the Association or any rules and regulations as may from time to time be adopted by the Association, such access including but not being limited to the purposes of maintenance, inspection and repair.

ARTICLE III.

PROPERTY RIGHTS

Section 3.1 Percentage of Undivided Interest in Common Elements: The fraction of undivided interest owned in the common elements (including the limited common elements, being a part thereof) and the facilities appertaining to each unit and its owner is one-sixth (1/6), which interest shall be conveyed with each unit.

Section 3.2 Status and Ownership of Units: Each unit, together with its undivided interest in the common elements and facilities shall constitute real property for all purposes, and the owner(s) of each unit shall be entitled to the exclusive ownership and possession thereof.

Section 3.3 Boundaries of Unit: The boundaries of the residential living element of each unit shall be the underside of the finished interior surface of its perimeter walls, floors and ceilings. Such finished surfaces being included within the unit. In addition, a unit will contain a garage and/or storage areas. The interior space of said areas shall be included in the unit.

Section 3.4 Rights in Common Elements: Each owner, together with his family and guests, shall use the common elements for all purposes for which it was designed and intended. No owner, his family and guests may hinder or encroach upon the lawful rights of any other owner, such owner's family and guests or tenants with respect to such use, with the exception of the limited common elements as described in this Declaration. Such rights to use the common elements shall be subject to all restrictions and limitations set forth in this Declaration or in the By-Laws of the Association, and the rules and regulations adopted pursuant thereto.

Section 3.5 Easement of Enjoyment: Every owner shall have a nonexclusive right to an easement of enjoyment in and to the common elements, including, but not by way of limitation, a right and easement of ingress and egress over, upon and across the common elements necessary for access to such owner's unit. These rights and easement of enjoyment shall be appurtenant to and pass with the title to every unit, subject to the right of the unit owners to mortgage their interest in the common elements.

Section 3.6 Easements: The condominium property shall be subject to the following easements, and all rights appurtenant thereto:

a. Any utility easement present now or which will become necessary in the future as may be granted for gas, water, electrical, telephone services, cable television services and/or sewer, whether or not evidenced by an instrument in writing of public record. As an alternative

to cable television a unit owner may install a roof antenna for television reception provided however that such antenna is not over twelve (12) feet in height.

b. All easements designated on the plat of Green Acres Condominium, which is also attached hereto as Exhibit One (1).

c. Should any of the aforescribed easements hereafter be required to be evidenced by written instrument, Declarant reserves the right to convey same in its name alone, which conveyance shall be binding upon each owner of any unit on the condominium property by the acceptance of any right, title or interest therein.

d. Declarant shall be entitled to easements that may be necessary for the completion of the buildings upon the condominium property including, but not limited to, an easement to maintain utilities, locate construction materials, remove and replace earth, and any other necessary easement associated with the construction of the improvements upon the condominium property.

e. Right of First Refusal: Each unit owner agrees that if their unit in this Condominium is to be sold by themselves, their heirs, successors or assigns, South Pier, LLC, its successors and assigns, shall have the first opportunity to buy said unit at the highest bona fide offer made for said unit by any third party, and that they will give South Pier, LLC written notice of said offer and afford South Pier, LLC an option for thirty (30) days from the time of such notice to purchase the unit at a price equivalent to said offer.

f. All the easements described in this section and all rights appurtenant thereto shall run with and bind the land in perpetuity and shall inure to the benefit and be binding upon the Declarant, its successors and assigns, and upon all parties having any (legal or equitable) right, title or interest in the condominium property, their respective heirs, personal representatives, successors and assigns.

ARTICLE IV.

MEMBERS AND THEIR VOTING RIGHTS

Section 4.1 Members: Every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title to a similar interest merely as security for the performance of an obligation) to a unit, whether existing or proposed (as described herein), shall be a member of the Association which shall administer the common areas.

Section 4.2 Voting Rights: Each unit, whether existing or proposed shall be entitled to one vote only. If an owner shall own more than one unit, such owner shall be entitled to one vote for each unit owned. If there exists more than one owner of a unit, then they shall determine between themselves who has the right to cast the one vote or may divide their vote in relationship to their ownership interest in the unit, but in no event shall the owners of any one unit, if there be more than one, have more than one vote. The Declarant has taken into account that individual units may vary in value from other individual units but believes that the most equitable way to allocate voting rights between the units is to disregard such differences in value and assign voting rights as set forth in this paragraph.

ARTICLE V.

COVENANT (AND LIEN) FOR ASSESSMENTS

Section 5.1 Assessments, and Lien and Personal Obligation Therefor: Each future owner by acceptance of a Deed conveying an interest in the condominium is deemed to covenant and agree to pay the Association monthly assessments, special assessments for capital improvements and building assessments, which shall be established and collected as hereinafter provided in this Declaration. The aforementioned assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorneys fees incurred in the collection thereof, shall be and constitute a continuing lien in favor of the Association upon the unit(s), and the undivided interest in the common elements and facilities appurtenant

thereto, against which such assessment is made, which lien shall arise at the time a Certificate for Lien is filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, or other appropriate place according to law, by authority of and at the direction of the Board of Directors of the Association. Such Certificate for Lien shall contain such information as is necessary to properly identify the unit against which the lien exists, the record owners thereof and the amount of the lien claim, and shall be signed by an officer of the Association. A lien for assessments, as provided for herein, may be foreclosed as provided in Chapter 703 of the Wisconsin Statutes. In addition to the foregoing, such assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be a personal obligation of the owner(s) of the unit against which assessed at the time such assessment (or any installment thereof) is due, and such personal obligation shall pass to the successors in title (except for mortgages, their successors and assigns, and other purchasers who obtain title to the unit as a result of a first mortgage foreclosure) to such unit, and each owner of any unit, by acceptance of any right, title or interest therein, is deemed to assume the obligation to make such payment.

Section 5.2 Purpose of Assessments: The assessment levied by the Association shall be used to enhance the property value, to promote the recreation, health, safety and welfare of the unit residents, and for the maintenance and improvement of the condominium property. Subject to the provisions following, assessments shall be used to pay the common expenses of the Association for such items, but not by way of limitation, as: general maintenance services of the common elements (and facilities appurtenant thereto) and Association property; liability, fire and extended coverage insurance premiums for the common elements; utility charges for any part of the condominium property not individually metered to units; lawn care, landscaping, trash services, snow removal, repair, maintenance and operation of the common elements, facilities and Association property. Subject to the provisions of Section 5.3 following, special assessments for capital improvements shall be used to defray, in whole or in part, the common

expenses for the costs of reconstruction, repair or replacement of capital improvements on the common elements or Association property, and the construction or purchase of new capital improvements, but may be levied only upon the affirmative vote of the unit owners at a meeting duly called for that purpose in accordance with the provisions of the By-Laws of the Association.

Section 5.3 Common Expenses (and Surplus); Payment of the Assessments: The common expenses under Section 5.2 above shall be charged to (and the common surplus shall be distributed among) the unit owners equally. Due regard is given by the Declarant herein to differences that may exist between the several units but believes that the equal burden of assessments assigned to each unit accurately reflects the distribution of common expenses among the respective unit owners.

Section 5.4 Date Assessments Commence: The annual assessment provided for above shall commence the date when the first unit is sold by the Delarant to a third party and shall be due and payable to the Association each month thereafter on the first day of each month. This payment date may be adjusted in the future by the Association. Should the assessments be determined insufficient to pay the common expenses for each levied, the Board of Directors of the Association may increase the amount thereof, and thereupon shall give written notice of such action to the unit owners.

Section 5.5 Disposition of Excess Assessments: In the event the Board of Directors determines that excess assessments have been made or assessed to the unit owners, the Board of Directors may repay those excessive assessments or credit all or a portion of excessive assessments to the next annual assessment. Excessive assessments would be those assessments collected or due for which there are no existing or projected common expenses within a one-year period, necessitating the payment of such finds or for which no specific contingency exists. The Board of Directors may make such repayments in their discretion, with due regard for past payment patterns and future needs.

Section 5.6 Certification of Status of Assessments: The Association shall furnish, upon request of a unit owner or such other persons who have a bona fide interest in the status of such assessments, a Certificate signed by an officer (other than an owner of the unit for which requested) of the Association setting forth as a specified date the amount of unpaid or excess assessments on a specified unit.

Section 5.7 Remedies of Association for Non-payment of Assessments: In addition to the right of the Association to foreclose a lien for non-payment of assessments due and owing, an action at law against the owner(s) personally obligated to pay same may be brought by the Association. No owner may waive or otherwise escape liability for the payment of assessments by non-use of any of the common elements or by abandonment of his, her and/or its units.

Section 5.8 Priority of Lien: A lien for assessments shall be prior to all other liens except only (a) liens of general and special taxes, (b) all sums unpaid on a first mortgage recorded prior to the making of such assessments, and (c) mechanics' (construction) liens prior to the making of such assessments, as provided in Section 703.16 of the Wisconsin Statutes.

Section 5.9 Notwithstanding Sections 5.1 through 5.8 above, Section 703.365(6) shall apply to this condominium which sections read as follows:

"Expenses, maintenance operation: (a) Paragraphs (b) through (e) apply to a small residential condominium if any of the following criteria is met:

1. A proposed expenditure or action for the repair, maintenance or upkeep of the property, or for the operation of the property, is not approved by the board of directors and any unit owner believes the expenditure or action is necessary for the safety and proper use of the property or of the owner's unit.
2. An expenditure or action is approved by the Board of Directors and any unit owner believes the expenditure or action is contrary to the safety and proper use of the property or the owner's unit.

(b) The unit owner or owners challenging a decision of the Board of Directors

described under par. (a) 1 or 2 shall give written notice of the objection to all unit owners and mortgagees within 45 days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse or modify the decision.

(c) The unit owner or owners may challenge the decision after reconsideration by the Board of Directors under par. (b) only in an arbitration proceeding under ch. 788. Acceptance of a conveyance of a small residential condominium which is subject to pars. (b) to (e) is deemed to constitute an agreement by the unit owner to submit challenges of the Board to Directors to arbitration.

(d) The Board of Directors, upon submission of the matter to arbitration as provided in par. (c) shall name a arbitration as provided in par. (c), shall name a proposed arbitrator. The unit owner or owners may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the two (2) arbitrators shall select a 3rd person and the three (3) shall serve as an arbitration panel chaired by the 3rd person. The expense of the arbitration shall be shared equally by the Association and the unit owner or owners challenging the decision of the Board of Directors.

(e) The arbitration award by the arbitration panel under par. (d) shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it."

ARTICLE VI.

DAMAGE AND DESTRUCTION OF PROPERTY - INSURABLE RISKS

Section 6.1 Repair and Reconstruction After Damage: In the event of any damage or destruction to the common elements of the condominium as a result of fire or other casualty and the damage is less than a total loss to said common elements, repairs shall promptly be undertaken by the Association to reconstruct the property to a condition compatible with the

remainder of the condominium. Any cost of repair or reconstruction in excess of the available insurance proceeds shall be a common expense.

Section 6.2 Total Loss or Loss in Excess of Insurance Proceeds: In the event the common elements of the condominium are damaged to an extent more than the available insurance proceeds or the condominium property is damaged to the extent that it is a total loss for insurance purposes, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having one hundred (100%) percent of the votes. In the case of 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 interest in the common elements and shall be distributed in accordance with the priority of interests in each unit.

ARTICLE VII.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure (except those contemplated in this original Declaration, the original plans and the original plat) shall be commenced, erected or maintained upon the condominium property, nor shall any addition, change or alteration be made to or on the building exteriors until the plans and specifications showing the nature, kind, shape, height, materials, color and location thereof shall have been submitted to and approved by the Board of Directors of the Association. In the event the Board of Directors fails to approve such plans and specifications within thirty (30) days of their submission, such plans and specifications shall be deemed to have been disapproved.

ARTICLE VIII.

MAINTENANCE AND REPAIR

Section 8.1: All maintenance and repairs to the individual unit(s), including the limited common elements assigned thereto, shall be made by the individual unit owner unless otherwise provided herein, but such maintenance and repair shall not include structural repair to

the building itself. Each unit owner shall be responsible for all damages to any other unit or to the common or limited common elements and facilities resulting from misconduct, negligence or misuse on the part of said unit owner. Each unit owner shall be responsible for maintaining any custom landscaping installed by or at the request of the unit owner. Each unit owner shall be responsible for the increased cost to the Association of mowing any area within the unit's common element resulting from any fencing, custom landscaping, furniture or other items placed on the unit's limited common element.

The interior of any garage which is used or rented by a unit owner shall be maintained by said unit owner.

Section 8.2: All maintenance, repairs and replacements provided for in Article V set forth above in the common elements, whether located outside or inside of the buildings or units (unless necessitated by the negligence, misuse or neglect of the unit owner, in which case said expense shall be charged to said unit owner) shall be made by action of the Board of Directors and shall be charged to all unit owners as a common expense as set forth in Article V above. Common expenses shall include the maintenance, repair and replacement of all asphalt, concrete walkways, garages, lawn care and snow and ice removal on the common elements except as otherwise provided above. The Association shall be responsible for the cost of maintaining a location to place a dumpster for the condominium unit owners upon the common elements.

Section 8.3: Notwithstanding the foregoing, the cost of maintaining, repairing and/or replacing the roof of each building shall be a shared cost of the unit's contained within said building. Any replacement shingles or other roofing materials must be of a type and color that matches the other buildings within the Association except as otherwise authorized by the Board of Directors.

ARTICLE IX.

USE RESTRICTIONS

Section 9.1 Residential Use: Each unit is intended for and its use shall be restricted to a single family residence only. Special rules relating to occupancy are set forth in detail in the By-Laws of the Association and may be further set forth in any rules established by the Association as are permitted by said By-Laws.

Section 9.2: No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the property by its residents.

Section 9.3: No signs of any kind shall be displayed to public view on the Condominium property except those approved and authorized in advance by the Board of Directors of the Association, and except as otherwise provided by Wis. Statute Sec. 703.104. Such approval will not be required for standard "For Sale" signs. Permitted signs will still be subject to any rules set forth in the By-laws and/or rules of the Association regarding the size and location of said signage.

Section 9.4 Additional Rules and Regulations: In addition to the foregoing, the Association may from time to time adopt reasonable rules and regulations pursuant to the By-Laws of the Association which regulations impose additional use restrictions on the condominium property, including but not limited to restrictions relating to the keeping of pets upon the condominium property and the placement of furniture or other items within the limited common or common elements.

ARTICLE X.

INSURANCE

Section 10.1 Property Insurance: The Board of Directors shall be required to obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, or other appropriate insurance coverage, insuring all condominium property, but

not including furniture, furnishings or personal property owned by or located in units. Such insurance shall cover the property and shall name as insureds the Association, the Board of Directors, the unit owners and their mortgagees as their interest may appear and such insurance shall be in an amount equal to the full replacement value of the building without deduction for depreciation.

Section 10.2: Each policy shall provide that proceeds shall be payable to the Board of Directors or an insurance trustee as may be provided for in the By-Laws of the Association in trust for all unit owners and their mortgagees as their interest may appear.

Section 10.3 Policy Requirements: All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least 30 days prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least 10 days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be affected pursuant to this section.

Section 10.4 Public Liability Insurance: The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of

Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Such insurance shall provide liability coverage for all common and limited common elements set forth herein in the Exhibits hereto.

Section 10.5 Additional Insurance: Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors. Each unit owner is responsible for obtaining such liability insurance as is necessary to insure his interest and liability for damages arising from the use and occupancy of his premises as may be made by third parties and is further responsible for obtaining such property insurance as may be necessary to insure his interest in personal or other property within the project.

ARTICLE XI.

GENERAL PROVISIONS

Section 11.1 Covenants and Enforcement: All of the requirements imposed upon the owners of the condominium property by this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements which shall run with and bind the property submitted to condominium ownership until removed from the provisions of the Condominium Ownership Act of Wisconsin, and shall be binding upon and inure to the benefit of such property and all present and future parties having any legal or equitable right, title or interest therein, their respective heirs, personal representatives, assignees and successors. The Association and/or any owner shall have the right to enforce all such covenants, conditions, restrictions or easements now or thereafter imposed by this Declaration and the By-Laws and

the rules and regulations of the Association by any proceeding at law or in equity. Failure to proceed with such enforcement shall not be deemed or constitute a waiver of the right to therefore enforce the original or any subsequent violation.

Section 11.2 Additional Rights of Mortgage Holders: The holder of any mortgage of any unit or units which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated herein, shall have the right to receive written notice by mail of the call of any meeting of the membership of the Board of Directors of the Association to be held for the purposes considering any proposed amendment to this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association. Further, the Board of Directors of the Association shall give, if also requested as provided herein, a notice of any default of any unit owner as to any of the provisions of this Declaration, the Articles and the By-Laws thereunder, simultaneously with giving the required notice to any unit owner for such violation. Further, if requested, the Board of Directors shall give notice in writing to any mortgage holder of any damage in excess of One Thousand (\$1,000.00) Dollars to the condominium property in the event of a casualty loss.

Section 11.3 Amendment of Declaration: This Declaration may be amended by the unit owners upon the affirmative vote of seventy-five (75%) percent of the unit owners at a meeting duly held in accordance with the provisions of the By-Laws of the Association. Further, Section 11.2 relating to the rights of mortgage holders shall be complied with.

Section 11.4 Termination of Condominium Plan: This condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Condominium Ownership Act.

Section 11.5 Other Assessments: Should any local government unit levy an assessment for public improvements against any part of the condominium property, such assessments shall be paid by the Association as a common expense, and the share thereof allocated to each unit as provided in this Declaration shall become and be added to the assessments against each unit.

Section 11.6 Service of Process: The person to receive service of process upon the Association shall be Toby Watson, whose business address is 2808 Kohler Memorial Drive, Suite #1, Sheboygan, Wisconsin. The members of the Association may from time to time designate a successor to receive service of process, which shall be in effect by compliance with statutory provisions of the State of Wisconsin therefor.

Section 11.7 Severability: In the event any one or more of the covenants, conditions, restrictions or easements contained in this Declaration is declared invalid, such invalid provision shall in no way affect any other provision of this Amended Declaration which shall remain in full force and effect.

Dated at Sheboygan, Wisconsin this _____ day of _____, 2021.

SHEB CO HOMES LLC

By: _____
Toby Watson, Member

STATE OF WISCONSIN)
 : ss.
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Toby Watson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Joshua D. McKinley
Notary Public, State of Wisconsin
My Commission Is Permanent.

CONSENT OF MORTGAGEE

Oostburg State Bank, a Wisconsin banking corporation hereby consents to the foregoing Declaration of Condominium as the first mortgage holder of the real estate described herein.

Dated at Oostburg, Wisconsin this _____ day of _____, 2021.

OOSTBURG STATE BANK

By: _____, Officer
_____, Title

By: _____, Officer
_____, Title

STATE OF WISCONSIN)
 : ss.
SHEBOYGAN COUNTY)

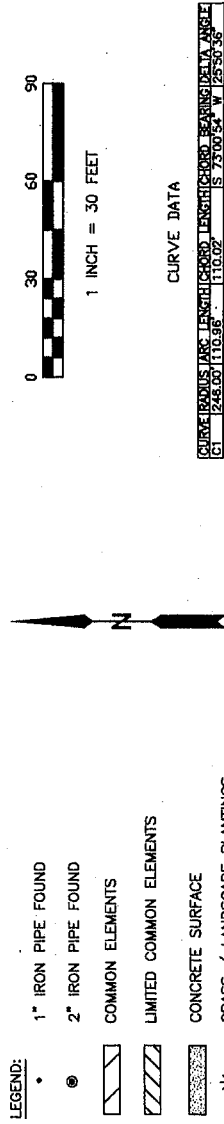
Personally came before me this _____ day of _____, 2021,
_____, _____, and _____, of the
above named Corporation, to me known to be the persons who executed the foregoing
instrument, and to me known to be such _____ and
_____ of said corporation, and acknowledged that they executed the
foregoing instrument for said Corporation by its authority.

Notary Public, Sheboygan County, WI
My Commission: _____

GREEN ACRES CONDOMINIUM

A PART OF THE NW1/4 OF THE NW1/4, SECTION 25, TOWN 15 NORTH, RANGE 21 EAST, CITY OF SHEBOYGAN FALLS, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2, PLAT OF SHEBOYGAN FALLS NORTH INDUSTRIAL PARK, THENCE N 89°39'18" E, 144.00 FEET TO THE POINT OF BEGINNING; THENCE S 89°39'18" W, 215.00 FEET; THENCE N 01°24'19" W, 195.34 FEET TO THE SOUTH LINE OF GREEN ACRES DRIVE; THENCE ALONG SAID SOUTH LINE 110.94 FEET ALONG THE ARC OF A 246.00 FOOT RADIUS CURVE TO THE LEFT; SAID CURVE HAVING A CHORD WHICH BEARS N 73°00'54" E, 110.02 FEET; THENCE S 26°52'37" E, 253.41 FEET TO THE POINT OF BEGINNING.



BEARINGS ARE REFERENCED TO THE NORTH LINE OF LOT 2, PLAT OF SHEBOYGAN FALLS NORTH INDUSTRIAL PARK.

FOR OWNERSHIP OF EACH UNIT, THE SQUARE FOOTAGE IS COMPUTED TO THE EXTERIOR SURFACES OF THE WALLS, FLOORS, AND BEAMS WHICH SUPPORT THE ROOF, AND THE EXTERIOR SURFACES OF WINDOWS, AND WINDOW FRAMES, DOORS, AND DOOR FRAMES OF THE UNIT.

ALL INDIVIDUAL UNIT FOOTPRINTS ARE 872 SQUARE FEET.

ALL INDIVIDUAL GARAGE FOOTPRINTS ARE 275 SQUARE FEET.

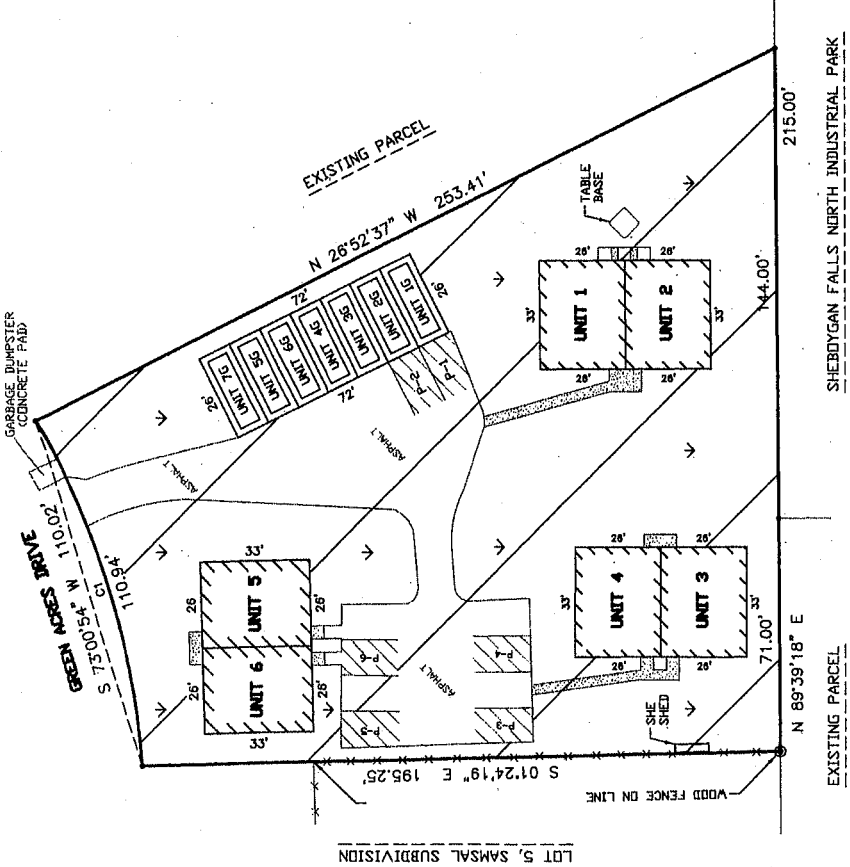
TOTAL LOT AREA IS 34,347 SQUARE FEET (MORE OR LESS)

UNIT 1:	UNIT 3:	UNIT 5:
951A GREEN ACRES DRIVE	951A GREEN ACRES DRIVE	955A GREEN ACRES DRIVE
SHEBOYGAN FALLS, WI 53085	SHEBOYGAN FALLS, WI 53085	SHEBOYGAN FALLS, WI 53085
UNIT 2:	UNIT 4:	UNIT 6:
951 GREEN ACRES DRIVE	953 GREEN ACRES DRIVE	955 GREEN ACRES DRIVE
SHEBOYGAN FALLS, WI 53085	SHEBOYGAN FALLS, WI 53085	SHEBOYGAN FALLS, WI 53085

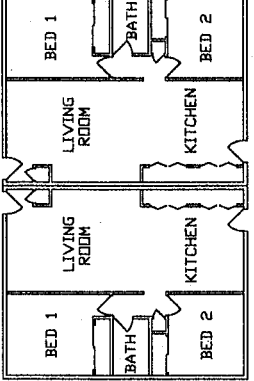
SURVEYOR'S CERTIFICATE

I hereby certify that this condominium plat, and the survey on which it is based, are correct to the best of my knowledge and belief. I further certify that the identification and location each condominium unit, common elements, and limited common elements can be determined from this plat.

Date _____
 Michael L. Kaber
 W6200 Hilltop Road
 Plymouth, WI 53073
 (920) 892-4441



TYPICAL BUILDING LAYOUT (NOT TO SCALE)



BY-LAWS
OF
GREEN ACRES CONDOMINIUM
HOMEOWNER'S ASSOCIATION, U.A.

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BY-LAWS
OF
GREEN ACRES CONDOMINIUM
HOMEOWNER'S ASSOCIATION, U.A.

A Non-profit unincorporated Association
Without Capitol Stock and Not For Profit

ARTICLE I.

Section 1. Ownership. The Green Acres Condominium is located in the City of Sheboygan Falls, Sheboygan County, Wisconsin, is submitted to the provisions of Chapter 703, Wisconsin Statutes, of the Condominium Ownership Act of Wisconsin.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Green Acres Condominium.

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner are subject to the regulations set forth in these By-Laws and to the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for the Project known as Green Acres Condominium hereinafter referred to as the "Declaration", as recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

ARTICLE II.

Section 1. Voting. Voting shall be on a percentage basis on the percentage of the vote to which the owner is entitled is the percentage assigned to the unit in the Declaration.

Section 2. Majority of Owners. As used in these By-Laws, or any rules adapted thereunder, the term "majority of owners" shall mean those owners holding fifty percent (50%) of the vote plus one in accordance with the percentages in the Declaration.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in the preceding paragraph of this Article, shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy as set forth in the Declaration.

ARTICLE III.

Section 1. Association Responsibilities. The owners of the units will constitute the Green Acres Condominium Owner's Association, U.A., hereinafter referred to as the "Association" which Association will have the responsibility of administering Green Acres Condominium, approving the annual budget, establishing and collecting monthly assessments, and arranging for the maintenance of Green Acres Condominium. Except as otherwise provided in the Declaration and in these By-Laws, decisions and resolutions of the Association shall require approval by a majority as set forth hereinabove in Article II and in the Declaration.

Section 2. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors. Meetings may be held in person or via electronic communications, including without limitation email or telephone, in the discretion of the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on the date of execution of these By-Laws. Thereafter, annual meetings shall be held on the first Monday of August of each succeeding year. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President or any member of the Board of Directors to call a special meeting of the owners or such a special meeting may be called upon a petition signed by a majority of the owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner of record, at least ten (10) but not more than twenty (20) days prior to such meeting. Meetings may be held with less notice than specified herein upon the waiver of notice by all members of the Association.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all the Association meetings shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notices.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committee(s).
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The Associations' affairs shall be governed by a Board of Directors of three (3) persons, all of whom must be owners of a unit in Green Acres Condominium, except that the initial Board of Directors shall be comprised of three (3) persons designated by the Declarant's Agent, Toby Watson.

Section 2. Initial Board of Directors. The initial Board of Directors shall serve for a period of ten (10) years or until thirty (30) days after the conveyance of seventy-five (75%) percent of the common element interest to purchasers, whichever period is shorter. The period of Declarant control begins on the date that the first unit is conveyed by the Declarant to any person other than the Declarant. Prior to the conveyance of twenty-five (25%) percent of the common element interest to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least thirty-three and one-third (33 1/3%) percent of the Board of Directors (one (1) director). No later than forty-five (45) days after the expiration of Declarant control the Association shall hold a meeting and all unit owners shall elect the Board of Directors of at least three (3) Directors. The Directors shall take office upon election. If the Declarant retains ownership of any of the units herein upon completion of all other units, such retention of ownership shall be considered to be a conveyance.

Section 3. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs and such further powers and duties as are set forth in the Declaration and such powers that may be directed to be exercised and done by the owners.

Section 4. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association or by the Declarations, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and common elements and facilities.
- (b) Collection of assessments from the unit owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common elements and facilities.
- (d) Collection of special assessments from the owners which are not a part of the regular assessments.
- (e) File with the Department of Financial Institutions, at times necessary, designation of the registered agent of the Association and to complete any and all other necessary documents and notices as required by Wisconsin Law.
- (f) Maintain the roster of unit owners with their addresses and also a roster of mortgages of Condominium property as may be required under the Declarations, these By-Laws, or the Wisconsin Condominium Ownership Act.
- (g) Designate areas within the common elements of the Condominium, if any, for recreational and/or utility use by the unit owners.
- (h) Administer the rules and regulations set forth in these By-Laws, and other rules and regulations adopted pursuant to these By-Laws and the Declaration of Condominium.
- (i) Obtain quotations for and purchase property and casualty insurance insuring the common elements of the Condominium as set forth in the Declaration.

- (j) Enter into contract(s) providing services on the Condominium premises.
- (k) Prepare and distribute to each unit owner an annual budget prior to the annual meeting of the Association.
- (l) Designation and dismissal of building manager responsible for maintenance and operation of the condominium common elements and facilities if, and only if, the Board of Directors it is in the best interest of the Association to appoint a building manager.

Section 5. Election and Term of Office. The term of office of the designated Directors as set forth in Section 1 above shall be three (3) years. The term of office of the Director elected after twenty-five (25%) percent of the Condominium common element is transferred shall be as set forth in Section 2 above. The Director shall hold office until their successors have been elected and hold their first annual meeting, or until such time as they are replaced pursuant to these By-Laws or resign.

Section 6. Vacancies. Vacancies in the Board of Directors caused for any reason shall be filled by a vote of the majority of the owners at a special meeting of the Association, and such Director shall serve the same term as the Director replaced, except that replacement of one of the original Board of Directors designated by the Declarant and/or Declarant's Agent as provided herein, shall be by designation of the Declarant, or, the Declarant's Agent of a new Director to fill such vacancy.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created except that the original Board of Directors shall not be removed except by the Declarant. Any Directors whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organizational Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, unless such notice of waiver is signed by all of the Directors.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the president in the same manner as regular meetings of the Board of Directors may be called. Further, special meetings may be called in the same manner by a majority of the Board of Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent

to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the members present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association and assessed to the owners.

ARTICLE V.

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, and a Secretary-Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and/or an Assistant Secretary as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. On an affirmative vote of a majority of the members of the Board of Directors, any officers may be removed, either with or without cause, or his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board of Directors.

Section 6. Secretary-Treasurer.

- (a) The Secretary-Treasurer shall keep the minutes.
- (b) The Secretary-Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI.

CONDOMINIUM MANAGER.

Section 1. The Condominium Manager, if appointed, shall have those duties set forth in Article IV, Section 4 (l) set forth hereinabove and such other duties and responsibilities as may be determined and assigned to that Manager by the Board of Directors. The Condominium Manager may be an Officer and/or Director of the Association.

Section 2. Performance of Duties. The Condominium Manager will use his or her personal vehicle, phone and e-mail to complete his or her duties. This Manager will provide the condominium with twenty-four (24) hour e-mail and phone (with voice mail) service for purposes of dealing with any property issue, emergency, repairs and maintenance and non-emergencies, repair and maintenance of the common elements and facilities of the condominium.

Section 3. Compensation. The Condominium Manager, if also a condominium unit owner, shall be paid a stipend as determined by the Board of Directors. This stipend shall be paid monthly to the Condominium Manager as well as reimbursing the Condominium Manager for any out of pocket expenses incurred in the performance of his or her duties.

Section 4. Any condominium unit owner acting as Condominium Manager shall do so as an independent contractor and not as an employee of the Association.

Section 5. Non-owner Manager. If no condominium unit owner is available to act as Condominium Manager, the Board of Directors is authorized to hire a person or company to perform the Condominium Manager duties under terms and conditions to be contained in a contract between the Association and such Condominium Manager.

ARTICLE VII.

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay assessments imposed by the Association to meet all common expenses, which shall include among other expenses, the cost of liability and property insurance as set forth in the Declaration. The assessments shall be made pro rata pursuant to the Declarations. Such assessments may include a general operating reserve and a reserve fund for projected expenses. Such assessments may also include special assessments as allowed by the Declaration and the Board of Directors shall direct the Treasurer of the Association to adapt any procedures not inconsistent with these By-Laws or the Declaration to facilitate the collection of the annual assessments as provided therein.

Section 2. Maintenance and Repair.

- (a) Each unit owner shall promptly perform all maintenance and repairs to his unit or the unit's limited common elements, which, if omitted, would effect the Condominium in its entirety, or in part. The unit owner not performing such maintenance and repair work which effects the project in its entirety or in part, shall be responsible for the damages that such failure to repair causes to the Condominium property and/or its unit owners.
- (b) All repairs and maintenance of the internal installations of a unit such as water, light, gas, electric, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the unit owner's expense.
- (c) A unit owner is responsible for all maintenance, repair and replacement of all limited common elements exclusively assigned for the use and benefit of the Unit Owner except that the unit owner shall not be responsible for structural repair or replacement of the deck appurtenant to the unit and considered a limited common element thereof unless said structural repair or replacement arises from the fault of the unit owner as set forth in the Declaration.
- (d) A unit owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements and facility damages through the fault of the unit owner as set forth in the Declaration.

Section 3. Use of Units.

- (a) All residential units shall be utilized for residential purposes only whether occupied by the units owner(s) or by a tenant, provided, however, that the Declarant may use units as models during the time of Declarant control.
- (b) An individual unit owner shall not make structural modifications or alterations to his unit or the limited common elements, without following the notification procedure set forth in the Declaration and receiving the specific approval of the Association for such modifications or alterations.
- (c) No commercial business enterprise shall be conducted on the premises other than incidental cottage-type businesses that require no storage of inventory, finished goods, customer shopping area, signs or other similar characteristics.

Section 4. Use of Common Elements and Limited Common Elements.

- (a) A unit owner shall not cause any items to be placed in the common elements of the Condominium property except as may be necessary for normal transit through the common elements, and as set forth in these By-Laws and the Declaration.
- (b) No buses, recreational vehicles, trailers, campers, unlicensed or unrepairable automobiles, machinery, snowmobiles, debris, junk or other similar material or items shall be stored, kept or maintained within the common elements of the Condominium.

- (c) Unit owners shall respect the rights of the other unit owners to privacy and freedom from undue noise.

Section 5. Right of Entry. A unit owner shall permit representatives of the Association and other parties designated by the Association entry into the unit for purposes of maintaining the mechanical or electrical services, or performing any other act as authorized by these By-Laws or the Declaration of the Association.

Section 6. Rental of Units. Unit owners may lease the unit or units which they own under such terms as otherwise comply with these By-Laws and the Declaration. Any lease or rental period longer than one (1) month requires a rental agreement in substantially the same form as attached to the Condominium documents. Unit owners shall comply with all applicable laws regarding room tax for the rental of the units.

Section 7. Rules of Conduct. The Association may adopt such rules of conduct as may be necessary for the purposes of maintaining the property of Green Acres Condominium, and for the convenience of the owners of Green Acres Condominium, including but not limited to the rules relating to the limited common elements of such Condominium.

Section 8. Pets. Each unit owner may keep pets within his unit and upon his limited common elements, provided the pet does not create a nuisance to the Association or to the other unit owners and further provided that it complies with all applicable laws and ordinances. No pet may otherwise disrupt any other unit owner and if such pet causes the other unit owners to complain to the Association, the Association may fine the pet owner an amount of \$50.00 per noise or nuisance complaint. Such fine shall be deemed an "additional condo association fee", and as such any failure to pay such fine shall be enforceable under Article V of the Condominium Association.

Section 9. Parking. The Association shall adopt a policy regarding the rental of common element parking spaces and garage spaces to individual unit owners including the allocation of available parking spaces amongst unit owners, the fees to be assessed to individual unit owners for said reserved parking spaces and the penalties to be assessed against unit owners who park in spaces that are reserved for another unit owner.

Section 10. Grills. The Association may create rules governing the types and locations of grills that are permitted on the limited common elements of the unit owners. In promulgating such rules, the Association shall consider the risk of fire, the disturbance of smoke traveling from one unit or limited common element to another unit or limited common element and such other factors as the Association may deem appropriate. Even if a particular grill is permitted by the rules, the unit owner shall remain responsible and liable for the safe use of said grill.

ARTICLE VIII.

AMENDMENT TO BY-LAWS

Section 1. By-Laws. No amendment to these By-Laws shall take affect unless approved upon the affirmative vote of two-thirds (2/3) of the unit owners entitled to vote as defined herein and in the Declaration of Condominium.

ARTICLE IX.

COMPLIANCE

These By-Laws are set forth to comply with the requirements of Wisconsin Law and the Wisconsin Condominium Ownership Act. In the event any of these By-Laws conflict with the provisions of that statute, it is hereby agreed and accepted that the provisions of the statute or other applicable law will apply.

Dated this ____ day of _____, 2021.

GREEN ACRES CONDOMINIUM
HOMEOWNER'S ASSOCIATION, U.A.

By: _____
Toby Watson

By: _____
Kim Watson

By: _____
Phil Tripoli

ARTICLES OF ASSOCIATION
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ARTICLES OF ASSOCIATION OF
GREEN ACRES CONDOMINIUM OWNER'S ASSOCIATION, U.A.

A Non-profit unincorporated Association

ARTICLE ONE
NAME

The name of this association shall be Green Acres Condominium Owner's Association, U.A.

ARTICLE TWO
PRINCIPAL OFFICE

The principal office of the association shall be 2808 Kohler Memorial Drive, Suite 1, Sheboygan, County of Sheboygan, State of Wisconsin. The association may have such other offices as may from time to time be designated by its members or its Board of Directors.

ARTICLE THREE
PURPOSES

The purposes of this association shall be to provide for the administration, maintenance, preservation and control of certain property situated in the City of Sheboygan, Sheboygan County, Wisconsin, subject to the Declaration of Condominium Ownership and Covenants, Conditions, and Restrictions for the Condominium known as Green Acres Condominium filed under the provisions of the Wisconsin Unit Ownership Act. This association is organized and operated exclusively for the stated purposes and for other non-profit purposes and no part of any net earnings shall be for the benefit of any member of the association.

ARTICLE FOUR
POWERS

The Association shall have all powers allocated pursuant to Section 703.15(3), Wisconsin Statutes.

ARTICLE FIVE
MEMBERSHIP AND VOTING RIGHTS

Every record owner, whether one or more persons or entitles of a fee simple title (defined herein for clarification as including Land Contract vendees, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to a unit, whether existing or proposed, as described in the Declaration aforestated, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership.

The Association shall have one class of voting membership and each unit (whether existing or proposed) shall be entitled to one (1) vote only. The vote for any unit owned of record by more than one person or entity shall be exercised as set forth in the Declaration. In no event, however, shall more than one (1) vote attach to the unit.

Further membership provisions shall be set forth in the By-Laws.

ARTICLE SIX MEETINGS

There shall be an annual meeting of the Association as more particularly specified in either the Declarations or the By-Laws and provisions shall be made for the calling of special meetings to conduct the business of the Association. A quorum at any meeting shall be the attendance by not less than 51% of the unit owners.

ARTICLE SEVEN INITIAL REGISTERED AGENT

The initial registered agent for the Association shall be:

Toby Watson
2808 Kohler Memorial Drive, Unit 1
Sheboygan, Wisconsin 53081

ARTICLE EIGHT BOARD OF DIRECTORS

The number of Directors shall be fixed by the By-Laws. The initial Board of Directors shall consist of Toby Watson, Kim Watson, and Phil Tripoli. The By-Laws shall further state how Directors are elected and composition of the Board of Directors.

ARTICLE NINE INDEMNIFICATION

The Association shall indemnify any present or former director or officer of the Association against expenses actually and necessarily incurred by him or her in the connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been a director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty, but such indemnification shall not be deemed exclusive of any other legal right to which such director or officer may be entitled under any By-Law, agreement, vote of members or otherwise.

ARTICLE TEN AMENDMENT TO ARTICLES

These Articles may be amended upon the affirmative vote of two-thirds (2/3) of the unit owners at a meeting duly called for that purpose.

ARTICLE ELEVEN BY-LAWS

By-Laws shall be adopted. Such By-Laws may be amended in the same manner as amendments may be made to these Articles. Such amendments shall be binding upon all members.

ARTICLE TWELVE
DISSOLUTION OF ASSOCIATION

This Association shall be dissolved only under circumstances consistent with the Wisconsin Unit Ownership Act.

Executed at Sheboygan, Wisconsin, this _____ day of _____, 2021.

GREEN ACRES CONDOMINIUM
HOMEOWNER'S ASSOCIATION, U.A.

By: _____
Toby Watson

By: _____
Kim Watson

By: _____
Phil Tripoli

ESTIMATED OPERATING EXPENSES FOR
GREEN ACRES CONDOMINIUM

_____, 2021 to _____, 2022

		Annual
INSURANCE	Fire and extended coverage plus liability insurance. Owner must purchase own coverage for furniture, fixtures, furnishings, personal property and public liability within its unit.	\$1,692.00
LANDSCAPING/ SNOW	Lawn Care and Snow Removal	\$2,268.00
MAINTENANCE	Water/Sewer, Common Cleaning, Elevator, Waste Removal, Electricity (common) & gas, regular Maintenance and Management	\$1,200.00
Legal/Office		\$720.00
Reserves for Capital Expenses		\$564.00
Total Annual		\$6,444.00

Per Unit \$ 90.00/month
Total Monthly: \$6,444.00

Expenses will be paid by Unit Owners based on their percentage interest in the Common Elements as set forth in Article III, Section 3.1 of the Declaration of Condominium.

RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether
2 one or more) on the following terms and conditions:

3 **TENANT:** (_____ adults and _____ children)

4 _____

5 _____

6 **Additional occupants under the age of eighteen (18) residing on the**

7 **Premises:** _____

8 _____

9 **PREMISES:** Building Address

10 _____ (street)

11 _____ (city, village, town) _____ (state) _____ (zip)

12 Apartment/room/unit: _____

13 Included furnishings/appliances: refrigerator, range, oven

14 List other: _____

15 **RENT:** Rent of \$ _____ for Premises and

16 \$ _____ for other (specify _____)

17 is to be received no later than the _____ day of each month

18 and is payable at _____

19 If rent is received after _____

20 the Tenant shall pay a late fee of \$ _____

21 Charges incurred by Landlord for Tenant's returned checks are
22 payable by Tenant. Landlord shall provide a receipt for cash
23 payments of rent. **All tenants, if more than one, are jointly and**
24 **severally liable for the full amount of any payments due**
25 **under this Agreement.** Acceptance of a delinquent payment
26 does not constitute a waiver of that default or any other default
27 under this Agreement. Other Landlord or Tenant obligations:

28 This Lease incorporated by reference the Declaration and
29 By-Laws of Green Acres Condominium. Any security deposit
30 required by the terms of this Lease shall be for the
31 benefit of the owner of the condominium and/or Association
32 of unit owners as their interest may appear.

33 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ _____ to be held
34 by Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-
35 one (21) days after any event set forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a
36 written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the
37 security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one
38 (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the
39 premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat.
40 § 704.28(1). Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

41 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within
42 seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a
43 list of physical damages or defects, if any, charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord
44 will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether
45 or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was
46 received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord
47 need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant
48 with a Check-In / Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be
49 considered to have accepted the Premises without any exceptions.

50 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any
51 failure by Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of Tenant. Landlord may
52 amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No
53 such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the
54 rules, if applicable, have been given to Tenant at the time of application and at the time of the signing of this Agreement.

LANDLORD: _____

Agent for
service of
process _____ (name)
_____ (phone) _____ (e-mail)

_____ (address)

_____ (city, village, town) _____ (state) _____ (zip)

Agent for
maintenance,
management _____ (name)
_____ (phone) _____ (e-mail)

_____ (address)

_____ (city, village, town) _____ (state) _____ (zip)

Agent for
collection
of rents _____ (name)
_____ (phone) _____ (e-mail)

_____ (address)

_____ (city, village, town) _____ (state) _____ (zip)

TERM: (Strike either (a) or (b) enter complete date.)

(a) Month to month beginning on _____; or

(b) For a term of _____ months beginning on _____

and ending on _____ at 12:00 noon.

NOTE: An Agreement for a fixed term expires without further notice.
If tenancy is to be continued beyond this term, parties should make
arrangements for this in advance of the expiration.

UTILITIES: Check if paid by:	Landlord	Tenant
Electricity	_____	_____
Gas	_____	_____
Heat	_____	_____
Air Conditioning	_____	_____
Sewer/Water	_____	_____
Hot Water	_____	_____
Trash	_____	_____
Other _____	_____	_____

If utilities or services payable by Tenant are not separately
metered, tenant's share of payments are allocated as follows:

55 **NOTICE TO VACATE: Lease for Term** – No written notice is required to terminate a lease for term because the lease automatically ends on the
56 last day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to
57 continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. **Month to Month Tenancy** – Written
58 notice must be received by the other party at least twenty-eight (28) days prior to the ending of a month to month tenancy. A month to month
59 tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of
60 a calendar month.

61 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws
62 of Wisconsin, including Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey
63 all governmental orders, rules and regulations related to the Premises, including local housing codes.

64 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and
65 acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to
66 taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received
67 less normal wear and tear.

68 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises
69 and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in
70 accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided
71 under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has
72 vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord,
73 Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy,
74 surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this
75 Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable
76 efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant
77 shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of
78 this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

79 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the
80 absence of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and
81 Landlord may dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of
82 personal property that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription
83 medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a
84 titled vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of property by
85 personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.

86 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care
87 for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any
88 unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything
89 which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in
90 Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for
91 the size and facilities of the Premises. Unless prior written consent is given by Landlord, Tenant may not have any person who is not listed on
92 this Agreement reside in the Premises for more than fourteen (14) non-consecutive days within any one (1) year period or for more than three (3)
93 consecutive days within any one (1) month period. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building,
94 or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

95 **NON-LIABILITY OF LANDLORD:** Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which
96 Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or
97 interruption in any service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury
98 or damages caused by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances,
99 and/or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any
100 claims or damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

101 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to
102 engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m),
103 Landlord may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant
104 to vacate on or before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or
105 other invitee of Tenant or of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or
106 safety of, or right to peaceful enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right
107 to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens
108 the health or safety of Landlord or an agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or
109 distribution of a controlled substance, on or near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis.
110 Stat. § 950.02(4), of the criminal activity. It is not necessary that there have been an arrest or conviction for the criminal activity or drug-related
111 criminal activity.

112 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or
113 use on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water
114 recreation devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of
115 Landlord, create an unreasonable risk of injury or damage, without the prior written consent of Landlord.

116 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and
117 those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under
118 Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by
119 Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the
120 Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior
121 appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted
122 specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat
123 for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

Tenant 1 Initials

Tenant 2 Initials

Tenant 3 Initials

Tenant 4 Initials

124 **ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION:** Landlord may, but is not required to, provide the following
125 information and/or documentation to Tenant via electronic means: (a) a copy of the rental agreement and any documents related to the rental
126 agreement; (b) a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit
127 refund; (c) any promise to clean, repair, or otherwise improve any portion of the Premises made by Landlord prior to entering into the rental/
128 agreement with Tenant, (d) advance notice of entry to inspect, make repairs, or show the Premises to prospective tenants or purchasers.

129 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely
130 payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the
131 original rental agreement unless other arrangements have been made in writing.

132 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises, or any part of the Premises, without the prior
133 written consent of Landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like
134 Airbnb, Homeaway, or VRBO.

135 **MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The
136 parties may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

137 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental
138 agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given
139 effect without the invalid provisions.

140 **NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be
141 considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment
142 from Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

143 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement
144 or before; vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this
145 Agreement or by law.

146 *Time is of the essence* means that a deadline must be strictly followed.

147 **SPECIAL PROVISIONS:**

148 The Tenant, by execution of this Agreement, acknowledges receipt of a copy of the
149 Declaration, By-Laws and any rules or regulations adopted pursuant to said
150 condominium documents.

151 _____
152 _____
153 _____
154 _____
155 _____

156 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if
157 applicable, for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

158 **Pets and water beds are not permitted unless indicated otherwise in writing.**

159 **Emergency Contact:**

160 Name _____ Phone _____ Relationship _____
161 Address _____
CITY STATE ZIP

162 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

163 **OWNER / AGENT OF OWNER** Signature: _____ Date: _____

164 Print Name: _____

165 **TENANT(S)**

166 Signature: _____ Date: _____

167 Print Name: _____

168 Signature: _____ Date: _____

169 Print Name: _____

170 Signature: _____ Date: _____

171 Print Name: _____

172 Signature: _____ Date: _____

173 Print Name: _____

See page 4 for
additional provisions.



174 **PAYMENT FOR DAMAGE:** Tenant is responsible for any damage, waste, or neglect caused by Tenant, any members of Tenant's household,
175 guests or invitees including, but not limited to, damage, waste, or neglect to the Premises, common areas, building, or grounds. Tenant must
176 pay Landlord for any costs to repair or replace any damage, waste, or neglect within ten (10) days of demand. Tenant may be required to pay
177 estimated repair cost before work will begin. Payment of said cost by Tenant does not waive Landlord's right to terminate Tenant's tenancy for
178 causing the damage, waste, or neglect. Failure to pay said amounts within the specified time period is a material breach of this Agreement and
179 grounds for eviction.

180 **REIMBURSEMENT TO LANDLORD:** If Tenant fails to pay any amounts that Tenant is responsible for under this Agreement, Landlord has the
181 option, but is not required, to pay said amounts on behalf of Tenant and demand reimbursement. Reimbursement must be made within ten (10)
182 days of demand. Reimbursement after Landlord's demand does not waive Landlord's right to terminate Tenant's tenancy for failing to pay said
183 amounts initially. Failure to reimburse Landlord after demand is a material breach of this Agreement and grounds for eviction.

184 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises without the prior written consent of Landlord.
185 Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings,
186 drilling of holes, mounting of flat-screen televisions to the wall, building of any additions, installation of any satellite dishes, or any modifications
187 that would be attached to the ceiling, floor or walls of the Premises. This restriction does not apply to the hanging of photographs, paintings or
188 related items within reason. If Tenant violates this provision Tenant will be charged the actual costs incurred by Landlord to return the Premises
189 to its original condition. Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for violating this provision.

190 **EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are
191 found on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts,
192 negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

193 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon
194 twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply
195 with applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent
196 and Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without
197 providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

198 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement.
199 Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach
200 requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if
201 Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without
202 limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the
203 breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other
204 covenant or condition of Tenant's lease, this lease may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least
205 fourteen (14) days after the giving of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy
206 pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3). These provisions shall apply to any lease for a specific term and do not
207 apply to a month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including Wis.
208 Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATPC 134.

209 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain, and will be responsible for the cost of, all utilities for the Premises until the end of
210 the lease term or until the last day that the Tenant is responsible for rent.

211 **RENT:** Unless otherwise agreed by Landlord, all rental payments must be from Tenant or Co-signer's account. Third-party checks will not be accepted.
212 If any of Tenant's rent payments are returned due to insufficient funds or for any other reason, Landlord may demand that all future payments be made
213 via certified funds. All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and
214 defined as "rent."

215 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised
216 date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion
217 of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

218 **CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises
219 unless indicated otherwise in writing.

220 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal
221 property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance
222 that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/
223 or the Landlord.

224 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

225 1. As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or
226 should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related
227 to domestic abuse, sexual assault, or stalking committed by either of the following: (a) A person who was not the tenant's invited guest, (b) A
228 person who was the tenant's invited guest, but the tenant has done either of the following: (1) Sought an injunction barring the person from the
229 premises, (2) Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant
230 has not subsequently invited the person to be the tenant's guest.

231 2. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited
232 situations, as provided in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law
233 enforcement agency.

234 3. A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

235 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty ("the casualty") to a degree which renders it untenable,
236 and if, in Landlord's sole discretion, the repairs can be completed in a reasonable period of time, this Agreement will continue but rent will abate
237 until the Premises is restored to a condition comparable to its condition prior to the casualty. Tenant's liability for rent will not abate if the casualty
238 was caused in any part by the negligence or intentional acts of Tenant, members of Tenant's household, guests or invitees. Tenant may be
239 required to vacate the Premises during repairs. If, in Landlord's sole discretion, the Premises cannot be repaired in a reasonable period of time,
240 this Agreement will terminate as of the date of the casualty. If, after the casualty, the Premises remain tenable, Landlord will complete repairs
241 as soon as reasonably possible.

Tenant 1 Initials

Tenant 2 Initials

Tenant 3 Initials

Tenant 4 Initials

CONDOMINIUM ASSESSMENT LIEN

Wisconsin Statutes 703.16(4)

CONDOMINIUM:

Green Acres Condominium

UNIT:

Unit ____ Building ____

UNIT OWNER(S):

AMOUNT DUE:

\$ _____

PERIOD FOR WHICH LIEN IS OWING ____ Assessment Year

Dated at _____, Wisconsin, this ____ day of _____, _____.

GREEN ACRES CONDOMINIUM

_____, President

STATEMENT OF COSTS:

Filing fee paid to Clerk of Courts

\$5.00

Interest accrues at the rate of 1% per month
on the unpaid balance.

These costs are to be added to amount due.

SAMPLE

STATUTORY RESERVE ACCOUNT STATEMENT
FOR GREEN ACRES CONDOMINIUM

THE DECLARANT herein, SHEB CO HOMES LLC,
makes the following statement regarding a Sec. 703.163, Wis.
Stats. "statutory reserve account".

1. The Declarant has not established a "statutory
reserve account" for the repair and replacement of the
common elements of the condominium.

2. Annual assessments are provided for in the
Declaration of Condominium, which assessments include
provisions for ordinary routine maintenance of the common
elements of the condominium.

3. The Condominium documents further provide for
the Condominium Association to determine, the need for, and
to complete non-routine maintenance and capital
improvements by virtue of special assessments.

4. Nothing contained herein, or in the
condominium documents, limit the right of the Association,
pursuant to the By-laws of the Association, to establish a "statutory reserve account" in the future.

Dated this _____ day of _____, 2021.

SHEB CO HOMES LLC

By: _____
Toby Watson, Member

STATE OF WISCONSIN)

SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Toby
Watson, to me known to be the person who executed the foregoing instrument and acknowledge
the same.

Joshua D. McKinley
Notary Public, Sheboygan County, Wis.
My Commission Is Permanent.

This Document Drafted By:
OLSEN, KLOET, GUNDERSON & CONWAY
By: Attorney Joshua D. McKinley
602 North 6th Street
Sheboygan, WI 53081
Telephone: 920-458-3701

A part of the NW1/4 of the NW1/4, Section 25, Town 15 North, Range 21 East, City of Sheboygan Falls, Sheboygan County, Wisconsin, described as follows:

Commence at the Northwest Corner of Lot 2, Plat of Sheboygan Falls North Industrial Park; thence N 89°39'18" E, 144.00 feet to the point of beginning; thence S 89°39'18" W, 215.00 feet; thence N 01°24'19" W, 195.34 feet to the South line of Green Acres Drive; thence along said South line 110.94 feet along the arc of a 246.00 foot radius curve to the left, said curve having a chord which bears N 73°00'54" E, 110.02 feet; thence S 26°52'37" E, 253.41 feet to the point of beginning.

Tax Key Number: 59282-917900