

Declaration of
Condominium
Woodland Creek Condominiums

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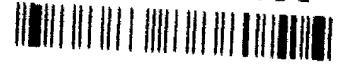
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JAMES A. WESSING
360 Knights Avenue
Kewaskum, WI 53040

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WOODLAND CREEK CONDOMINIUMS

DECLARATION OF CONDOMINIUM
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WOODLAND CREEK CONDOMINIUMS

A Condominium located in Washington County, Wisconsin

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DECLARATION OF CONDOMINIUM
OF
WOODLAND CREEK CONDOMINIUMS

This Declaration, made this _____ day of March, 2006 by **WOODLAND CREEK SUBDIVISION, LLC (WCS)**, (hereinafter referred to as the "Declarant") and **LAKESIDE DEVELOPMENT COMPANY (LAKESIDE)**. Lakeside is a declarant in respect to its legal interest in Lot 21:

Lot Twenty-one (21) of Woodland Creek, a Subdivision of part of Lot 3, Block 1 of the Assessor's Plat of the Village of Kewaskum, being a part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, and part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, all in Section 9, Town 12 North, Range 19 East, in the Village of Kewaskum, Washington County, Wisconsin.

Lakeside assigns all legal rights and authority and hereby irrevocably consents to transfer the same to Woodland Creek Subdivision, LLC. WCS shall have sole authority to do all acts of declarant or developer under this Declaration and Bylaws of the Woodland Creek Condominium Homeowners Association, U.A.

Whereas, the Declarant is the owner of certain real estate located in the Village of Kewaskum, County of Washington, State of Wisconsin, more particularly described in **Exhibit "A"** attached hereto.

Whereas, the Declarant is also the developer of certain improvements thereon, and

Whereas, the Declarant intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereof, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, and

Whereas, The Declarant desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of Declarant and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, and

Whereas, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

Now, Therefore, the Declarant, as the owner of the real estate hereinabove referred to, and described at greater length hereinafter, and for the purposes above set forth, **Declares as Follows:**

ARTICLE I
DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. Legal Description of Land. The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, is legally described in **Exhibit "A"** attached hereto.

Said real estate and all improvements thereon and appurtenances thereto shall be known as **WOODLAND CREEK CONDOMINIUMS**.

Section 2. Definitions. For the purpose of brevity and clarity, certain words and terms used in this declaration are defined as follows:

(a) **"Act"** shall mean the Wisconsin Condominium Ownership Act as currently set forth in Chapter 703 of the Wisconsin Statutes and as the same shall be amended or renumbered from time to time.

(b) **"Allocated Interests"** shall mean and refer to the undivided percentage interest in the Common Elements, the liability for common expenses and the number of votes at meetings of the Association appurtenant to each Unit.

(c) **"Assessments"** refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit.

(d) **"Association"** shall mean and refer to **WOODLAND CREEK CONDOMINIUMS HOMEOWNERS ASSOCIATION, U.A.**, an unincorporated association, its successors and assigns.

(e) **"Common Elements"** shall mean, and shall refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities of the Property, excepting the Units and excepting and subject to any structures built, or improvements installed, by or for public utilities.

(f) **"Common Expenses and Common Surpluses"** shall mean the expenses and surpluses of the Association.

(g) **"Developer"** shall mean and refer solely to **WOODLAND CREEK SUBDIVISION, LLC**, and its successors and assigns. The Developer may, also, be referred to as the Declarant. The builder selected by the Developer and initially utilized for all construction services on behalf of the Association is **LAKESIDE DEVELOPMENT COMPANY 1986**, its successors and assigns. WCS shall act solely as to all decisions as the declarant or developer as provided in the Declaration, Bylaws of the Association or as provided under the Rules and Regulations governing the Association in effect from time-to-time.

- (h) **"Limited Common Elements"** shall mean those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the unit Owners.
- (i) **"Majority"** shall mean the Condominium Unit Owners with more than fifty (50%) percent of the votes assigned to the Units in this Declaration.
- (j) **"Mortgage"** shall mean any Mortgage or other security instrument by which a Unit, or any part thereof, is encumbered.
- (k) **"Mortgagee"** shall mean any person named as the Mortgagee under any Mortgage under which the interest of any owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage of such land contract.
- (l) **"Occupant"** shall mean a person in lawful possession of a Unit, other than the Unit Owner of such Unit.
- (m) **"Percentage Interests"** shall mean the appurtenant, undivided interest of Unit Ownership in the Common Elements expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Units in the Condominium as set forth on the Condominium Plat attached hereto. For purposes of this Declaration, the Percentage Interest of all Unit Owners will be equal.
- (n) **"Person"** means an individual, corporation, partnership, association, trustee or other legal entity.
- (o) **"Property"** means unimproved land together with all improvements constructed, or to be constructed, thereon, and bearing legal description as contained within **Exhibit "A"** attached hereto.
- (p) **"Recreational Vehicle"** shall mean any vehicle used primarily for pleasure and shall include boats, personal watercraft, travel trailers, recreational vehicles/motor homes, snowmobiles, trail bikes and other off-road vehicles.
- (q) **"Unit"** shall mean and refer to each part of the property subject to the Declaration, intended for independent use, including one (1) or more cubicles of air at one or more levels of space or, one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as **Exhibit "B"**, together with all facilities and improvements therein contained, excluding the land underneath same.
- (r) **"Unit Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(s) **"Unit Number"** shall mean the number, letter, or combination thereof identifying a Unit.

ARTICLE II

PROPERTY AND UNITS: SUBMISSION TO ACT

Section 1. Submission of Property to the Act. The Declarant hereby submits the Property to the provisions of the Act.

Section 2. Code Identification. Each Unit shall be specifically designated by its Unit Number as set forth in **Exhibit "B"**, attached hereto and hereby made a part of this Declaration.

Every deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number and every such description shall be deemed good and sufficient for purposes, as provided in the act.

Section 3. Description of Building and Units. There are eight (8) planned buildings with a total of sixteen (16) Units located on the real estate described in this Declaration. Said building and each unit is intended for the private use and occupancy by the Unit Owner, its designees or assigns, as a residential dwelling, consisting of one or more rooms or "enclosed" spaces on one or more levels and having boundaries as set forth in Section 4 of this Article II.

The buildings are located as indicated on **Exhibit "C"** attached hereto and made a part of this Declaration. The location and designation of each unit and the immediate Common Elements and Limited Common Elements to which each Unit has access are shown on **Exhibit "C"**, as are the approximate area and number of rooms of each Unit and the Unit numbers. Each Unit has a separate address and a separate tax key number as shown on **Exhibit "D"**.

Section 4. Boundaries of Units. The vertical boundaries of each Unit shall be the center line of interior walls bounding a Unit; the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the unit, and the upper horizontal boundary shall be the plane of the under surface of the ceiling of the highest level of the Unit.

All windows, window frames, and doors, including all glass in all windows and doors, shall be considered a part of the Unit.

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air-conditioning exclusively to one Unit shall be considered a part of that Unit.

The ground boundary of the Units shall be their contact with the land, it being expressly acknowledged and understood that the land is not owned by the Unit Owners.

Section 5. Interpretation of Plans. In interpreting the survey or floor plans or any deed or any other instrument affecting a building or Unit, the boundaries of a building or Unit(s) constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey

or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries of the building or Unit(s) as located and erected.

Section 6. Unit Modification. The Developer shall reserve the right to modify or alter the floor plan or fixtures therein based upon the sole discretion of the Developer.

Section 7. Additional Lands. The Developer reserves the right at any time as long as Developer owns part of the Property to add additional land to be subject to all obligations and entitled to all rights hereunder. Such addition shall be made by an amendment to the Declaration of Condominium setting forth the legal description of the lands added, and the computation of the number of votes and Percentage Interest shall be recalculated accordingly.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. Ownership of Common Elements. Each Unit shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common and with other Unit Owners of the condominium, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit, and such other incidental uses permitted by this Declaration which right shall be appurtenant to and run with such Unit. Each Unit's percentage of ownership in the Common Elements shall be 6.25 Percent.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereinafter be granted to the County of Washington, and/or to public utilities, or other entities serving the Property.

Section 2. Description of Common Elements and Facilities. The Common Elements and facilities shall consist of:

- (a) All parts of the Property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as Limited Common Elements;
- (b) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;
- (c) Areas set aside for storage of maintenance equipment;
- (d) Installations for providing central services, i.e., power, light, gas heating and water;
- (e) Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;
- (f) Association supply areas, lawn and planting areas;
- (g) All private roadways used to access the individual Units.

- (h) All gates, fencing, signage, lighting, mailboxes, structures or plantings utilized at the entrance to the Property.

Section 3. Description of Limited Common Elements and Facilities. The Limited Common Elements and Facilities are:

- (a) All walkways and driveways which service one (1) Unit. Each Unit shall be entitled to the exclusive use and possession of that walkway and driveway, direct access which is provided for each respective Unit, and which is or are located inside, or outside, of and adjoining to the respective Unit, as shown on **Exhibit "C"**.
- (b) The space above the upper horizontal boundary of the Unit and below the roof of the Building shall be a Limited Common Element and Facility used exclusively by the Unit below such space for storage and for the running of electrical lines and other utility lines.

Section 4. No Partition of Common Elements. There shall be no partition of Common Elements, through judicial proceedings or otherwise, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute or more co-owners as tenants-in-common, or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

ARTICLE IV **CONVEYANCE OF UNIT**

Section 1. Interests Included in Conveyance. No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the interests; any sale, conveyance or transfer shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

ARTICLE V **OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS**

Section 1. Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary or access to his Unit, and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. Use of Units. The Units shall be occupied and used only for private residential occupancy and related activities and for no other purposes. Commercial activity is permitted in or on the Condominium only to the extent that commercial activity is permitted for residential use under provisions of statutes, rules and ordinances affecting the Property. The Declarant and/or Unit Owner may lease a Unit on such terms and conditions as it desires in its sole

discretion. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number(s). If an Owner of a Unit intends to leave such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he/she can be reached.

Section 3. Use of Common Elements.

- (a) The Common Elements may be used only for the purposes for which they were intended. No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Elements, except upon the prior written consent of the Association.
- (b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements, or exterior of the buildings, without the consent of the Board of Directors of the Association. No Owner of a Unit may erect, post or display posters, signs or advertising Material on or in the Common Elements; provided, however, that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension relating to a Unit for sale.
- (c) Parking areas (including driveways on which parking is allowed), whether designated as Common Elements or Limited Common Elements, shall be used in accordance with the rules and regulations of the Association. All vehicles parked on parking areas shall at all times be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom, to permit the parking areas to be repaired, resurfaced, repainted, striped, or to permit cleaning thereof or the removal of snow therefrom, or for similar purposes.

Section 4. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit, or in the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly-imposed requirement of any governmental body. A Unit Owner may make improvements or alterations within his or her Unit that do not impair the structural integrity or lessen the support of any portion of the Condominium. A Unit Owner may not change the exterior appearance of a Unit or of any other portion of the Condominium without the permission of the Board of Directors of the Association. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss

resulting from any such damage or waste caused by him or his invitee, to the association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit, or in the Common Elements, as may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. Subdivision of Units. Except as may be provided for herein, no Units may be subdivided.

Section 6. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements, as further stated in this Declaration or as adopted from time to time by the Association. Any rule or regulation adopted by the Association shall supersede any previous rule or regulation stated herein.

Section 7. Delegation of Use. Any Unit Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the members of his family, to the tenants of his Unit, or contract purchasers of his Unit and only to said individuals.

Section 8. Construction. In the event any construction or remodeling work shall be performed in or about a Unit, by a Unit Owner, or his contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas, such as public walks and drives, free and clear of debris, dust, and construction materials, and shall promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 9. Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner, whatsoever, the property or any part thereof, except his own Unit, and his own respective ownership interest in the Common Elements.

Section 10. Separate Real Estate Taxes. Every Unit and its percentage of undivided interest in the Common Elements shall be deemed to be a parcel and shall be subject to separate assessments and taxation for all types of taxes including, but not limited to, special levies based on the value of property and special assessments. The real estate taxes may, or may not, be apportioned by the taxing authority to the individual Unit Owners. In the event the tax bill is not apportioned, and only one tax bill is issued, the Association shall pay said tax bill and it shall become a common expense, to be billed to all Unit Owners. The rights, duties and obligations of Unit Owners shall inure to and be binding upon grantees under tax deeds and persons acquiring title by foreclosure of tax liens and their successors in interest.

Section 11. Maintenance, Repairs and Replacements.

- (a) Funds for payment of Common Expenses and for the creation of reserves for the payment of future Common Expenses shall be obtained by assessments by the

Association against the Unit Owners in proportion to their percentage interest in the Common Elements and as hereinafter provided in this Declaration.

- (b) All costs, in excess of available insurance proceeds, for maintenance, repairs and replacements to the Common Elements and the Limited Common Elements approved by the Association, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to, such Unit Owner), shall be charged to the Unit Owners as a common expense.
- (c) The Owner of each Unit shall furnish, at his own expense, and be responsible for, all maintenance, repairs and replacement of interior surfaces of each Unit, together with utility lines, mechanical equipment and fixtures which serve only one Unit; and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, windows (including the replacement of any broken glass), door and window hardware appurtenant to each Unit. Without in any way limiting the foregoing, the owner shall be responsible for repair, and maintenance of all appliances, plumbing fixtures, lighting fixtures, water heaters, heating or air conditioning units, interior electrical wiring and fixtures, doorbells or other equipment connected with the unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.
- (d) No Unit Owner, except as otherwise provided herein or in the By-Laws, may make any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.
- (e) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such Owner's Unit is subject.

Section 12. Common Surpluses. All Common Surpluses shall be credited to Unit Owners' assessments for common expense, in proportion to their percentage interests in the Common Elements. The Condominium Owners Association may from time to time provide for other common uses of such surpluses.

ARTICLE VI

ARCHITECTURAL CONTROL AND RESTRICTIONS

Section 1. Approvals of Declarant.

- (a) No home, garage, or other structure or improvement of any kind shall be installed, erected, constructed or placed on the Property (or altered or changed with respect to layout, location, or exterior design, appearance, elevation, color or material composition) without prior written approval of the Developer, the Association and

the Village of Kewaskum if required under the Village ordinances.

- (b) Exterior materials utilized in the construction of any and all improvements, buildings, structures or other permanent fixtures to the Property shall be subject to prior written approval of the Developer and the Association. Developer, at Developer's sole discretion, shall have the right to limit the brand, type and color of the exterior materials used on the Property. All exterior materials used on the Property must coordinate with the existing and surrounding improvements, buildings, structures and other permanent fixtures as determined by the Developer and the Association.
- (c) Any Unit Owner who causes or allows any improvements to be constructed, installed, placed or altered on the Property without prior written approval of the Developer and the Association shall be required to remove such improvement (or restore such alteration) in its entirety at Unit Owner's expense.

Section 2. Right to Amend Site Plans. Developer shall have the right to petition the Village of Kewaskum for modification and re-approval of the building plans, site plans and landscaping plans as they currently exist, if Developer, at its sole discretion, believes it is in the best interest of the Property.

Section 3. Removal of Monuments / Obstructions. No Unit Owner shall remove, alter or disturb any monuments or survey markers, or install any improvement or vegetation that obstructs vision within the Development.

ARTICLE VII

GENERAL RESTRICTIONS, RULES & REGULATIONS

Section 1. Single Family Use: General Restrictions.

- (a) The Property shall be used solely for residential purposes by one family, except that business activities may be conducted in or from any home if confined solely to the transaction of business by telephone or computer. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. Notwithstanding the foregoing, the Declarant shall have the right to construct model homes which may be used as temporary sales offices.
- (b) No garage, tent, or other improvement (except for the home) shall be used or constructed for temporary or permanent living or sleeping for family or guests.
- (c) The Property shall not be used, in whole or in part, for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any portion of the Property nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

Section 2. Restrictions on Use of Recreational Vehicles. Recreational vehicles shall not be parked, kept or stored on any Common Area or undeveloped area of the Property nor shall any such Recreational Vehicle be parked, kept or stored on the Property outside an enclosed garage. Recreational Vehicles shall not be used or operated on the Property except on dedicated streets and in accordance with applicable laws.

Section 3. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats and other normal household pets (as may be approved by the Association from time to time) may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner, or which may be contrary to applicable law. The type and number of pets, and the supervision of such pets, shall be in accordance with the ordinances of the Village of Kewaskum.

Section 4. Garbage, Refuse and Noise. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor. The Property shall not be used or maintained for dumping or storage of trash, garbage, or debris of any kind which would cause the Property to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance or material be kept on the Property that will emit foul or obnoxious odor, or that will cause any noise that might disturb the peace, quiet, comfort or serenity of the occupants of other Lots. Trash, garbage, refuse, debris or other waste kept on the Property shall be kept in sanitary containers, which are stored in the Unit or garage except during the period for the scheduled pick-up of garbage. There shall be no burning or burial of any garbage, trash, or debris at any time other than the burning of leaves and light brush if approved by Association, and conducted in compliance with all applicable laws and ordinances.

Section 5. Outside Storage. The Property shall not be used for the outside storage of any items of personal property, including without limitation, cars, trucks, recreational vehicles, other vehicles, equipment, furniture, firewood, trash containers, tools or ladders, except patio furniture which is located outdoors between April 15 and October 31 of each year.

Section 6. Outside Structures. Detached accessory structures, up to 300 square feet in area, are allowed with Association approval. The exterior finish materials of accessory structures must be substantially the same as the Unit. No permanent clothes lines are allowed on the Property and any clothes lines utilized by a Unit Owner must be of a retractable nature and retracted when not in use.

Section 7. Landscaping.

- (a) Any and all proposed changes to the landscaping of the Property shall be pre-approved by the Association and shall be completed within two (2) months of commencement. The Property shall remain graded to harmonize with the finished or proposed grade of the adjoining lots and the street elevation, and in compliance with the original grading plan of the Property.

- (b) The Association will provide the following landscaping and maintenance to all units: mowing and fertilizing the lawns, seal coating, patching repairs of driveways and sidewalks, snowplowing and removal of snow of the driveway and front sidewalk area of each unit, trimming and maintaining the shrubberies and trees included with the original landscaping.
- (c) Subject to written approval by the Association, Unit Owners shall be allowed to create flower and/or vegetable gardens of no more than one hundred square feet (100 sq. ft.) to be located within the respective Unit's Exclusive Area. Any garden created under this Section shall be maintained solely by Unit Owner so as not to be a nuisance to any other Unit Owner. The Association shall have the authority to set or change the rules and regulations as to the size of such gardens and allowable plantings.
- (c) No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Association.

Section 8. Utility Wiring, Antenna, Towers and Tanks.

- (a) All utility lines and wiring for gas, electric, telephone and cable television service to a Unit, garage or other improvement shall be installed underground.
- (b) No rooftop or other building attached satellite dishes over twenty-four (24) inches in diameter will be allowed.
- (c) No tower-mounted or external antenna for television or radio reception shall be installed.
- (d) Owners shall obtain prior Association approval for the location of satellite dishes.
- (e) No bulk fuel or any storage tanks shall be placed on the Property.

Section 9. Signs and Solar Collectors.

- (a) No signs of any kind shall be displayed to public view on any Property except for one (1) sign of not more than six (6) square feet advertising the property for sale.
- (b) No exterior active solar collectors or similar devices shall be installed without the written permission of the Association.

Section 10. Mailboxes. All mailboxes used on the Property shall be purchased by Declarant or Association. After installation of the mailbox is completed by Declarant, each individual Unit Owner shall be responsible for the maintenance, repair and replacement of the mailbox. In the event replacement is required, Unit Owner shall replace the mailbox with the same or substantially similar products. If the mailbox is purchased by the Declarant, the unit owner shall reimburse the Declarant for the cost of the mailbox. If the same design is not available, any replacement shall be similar to the old one and must have Association approval.

Section 11. Trees. Trees are a valuable resource which will enhance the value of the entire Association. Existing trees shall be preserved whenever possible.

Section 12. Swimming Pools. Swimming pools may be installed and are subject to review and approval by the Association. Swimming pools shall be approved if they are incorporated into a deck, fence and landscape design which is compatible and suitable for the Unit and the Lot. Swimming pool design and fence structure must follow the requirements of the Village of Kewaskum.

Section 13. Fences. Fences located closer to the street than the front elevation of the Unit must be constructed of decorative materials, such as stone, brick or wood fencing. Location and fencing materials are subject to review and pre-approval by the Association.

Section 14. Additional Provisions. The Declarant shall have the right to establish additional procedures to ensure compliance with this Declaration.

ARTICLE VIII
REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS

Section 1. Abatement and Enjoyment. The violation or breach of any covenant, condition, rule, regulation, or restriction contained in this Declaration, or the violation of any Bylaw or any of the Association Rules and Regulations or any provision of the Act, shall give the Association the following rights:

- (a) Upon any part of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration. In so acting, the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass.
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. In the event collection or litigation is required, the Association shall be entitled to reimbursement from the defaulting Unit Owner for all reasonable costs of such proceedings, including reasonable attorneys' fees.
- (c) The foregoing provisions shall also apply to the breach of any restriction of record and shall empower the holder of the enforceable interest under said restriction to act in the manner hereinbefore provided.

ARTICLE IX
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity, other than an Owner of a Unit or Declarant, may be a member of the Association, and membership in the Association may not be transferred, except in connection with the transfer of title to a Unit; provided, however, that the rights of voting members may be assigned to a Mortgagee, as further security for a loan secured by a mortgage on a Unit.

Section 2. Voting.

- (a) All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association, in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary, applicable to all votes, until rescinded.
- (b) The Declarant shall be entitled to one vote for each Unit owned until the earlier of three (3) years after the first Unit is conveyed to a purchaser, other than the Declarant, or thirty (30) days after the conveyance of One Hundred percent (100%) of the common element interest to purchasers, whichever time is earlier.

Section 3. Unit Value for Voting. The interest for each Unit shall be 6.25 Percent and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Act.

Section 4. Amplification. The provisions of this Article may be amplified by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE X
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Elements. The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Services. The Association may obtain and pay for the services of any person or entity, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association, or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements, or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services, to each Unit. The costs of such services shall be paid from assessments by the Association.

Section 3. Personal Property for Common Uses. The Association may acquire and hold for the use and benefit of all of the Owners, tangible and intangible personal property, and may dispose of the same by sale, or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable, except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property, without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein, or reasonably necessary to effectuate any such right or privilege.

Section 6. Personal Liability. No Director or Officer of the Association shall be personally liable to any Unit Owner, or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE XI

COVENANT FOR ASSESSMENTS

Section 1. Agreement to Pay Assessment. Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to, covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to

time in the manner provided herein. Monthly assessments shall not be assessed to the unit until the unit is purchased from the declarant or developer and the unit is available for occupancy.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary. The assessment can include amounts deemed reasonable to provide for adequate reserves for repair and replacement of the Common Elements.

Section 3. Annual Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment and establish payment terms (i.e., monthly, quarterly or annually).

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of: (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto; (b) offsetting shortages resulting from non-collection of the annual assessment or underestimation; and (c) unusual or unpredicted costs, such as cost of collecting annual assessment or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of four-fifths (4/5) of the votes of Members affected who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Special Assessment Against a Particular Unit. Special assessments may be made by the Board against a particular unit owner and his Unit for:

- (a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner, or guests or tenants of the Unit Owner, or other occupants of the Unit;
- (b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit action, or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof.
- (c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;
- (d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit, or the storage area appurtenant to the Unit;
- (e) Interest due on General and Special Assessments;

- (f) Forfeitures and other penalties levied by the Board, for violations of the Condominium Documents by a Unit Owner, or the tenants or guests of the Unit owner, or occupants of a Unit.
- (g) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments, as provided under this Declaration, or the By-Laws.

Section 6. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 4. shall be sent to all affected members and any mortgagee who shall request such notice, in writing, not less than ten (10) days, or more than sixty (60) days in advance of the meeting. The presence, at such meeting, of members, or of proxies, entitled to vote seventy-five (75%) percent of all the votes affected, shall constitute a quorum.

Section 7. Uniform Rate of Assessment. Both annual and Special Assessments must be fixed at a uniform rate for all Units; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit, as provided in this Article.

Section 8. Date of Commencement of Annual Assessments. Unless otherwise established by the Board of Directors, the annual assessments provided for herein shall be payable in monthly installments and shall commence as to all Units on the first day following the conveyance of the first Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Unit have been paid.

Section 9. Lien for Assessments. All assessments by the Association, until paid, together with interest thereon, and actual costs of collection shall constitute a lien by the Association on the Units on which they are assessed. A lien may be enforced and foreclosed by the Association in the same manner as foreclosures of mortgages in the State of Wisconsin. A Unit Owner may request a statement from the Association setting forth the amount of unpaid assessment. Such liens shall be superior to all other liens and encumbrances on such Unit, except only for:

- (a) Liens of general and special taxes; and
- (b) A lien for all sums unpaid on a first mortgage, or on any mortgage duly recorded in the Washington County, Wisconsin, real estate records, prior to the making of such assessment; and
- (c) Mechanics Liens filed prior to the making of the assessment; and
- (d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wisconsin Statutes.

- (e) A lien under Sections 292.31 (8) (i), 292.41 (6) (d), 292.81, Wisconsin Statutes.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien, setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of the Circuit Court, or Register of Deeds of Washington County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association, in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the notice of lien, of all proceedings, and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall, also, be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale, or other legal sale, and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association, in such form as to be recordable in the Washington County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrance holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrances shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due, and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within thirty (30) days; provided, however that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two (2%) percent higher than the rate prescribed by the Wisconsin Statutes, to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, then to costs and attorneys' fees, and then to the assessment payment first due. The Association may bring an action

at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements, or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments and interest, costs, and reasonable attorneys' fees of any such action, may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated. If such delinquent installment is of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment is of a special assessment, the entire special assessment shall be considered at once, without further notice, due and payable, and shall be considered delinquent.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the liens described in Section 9 (a), (b), (c), (d) and (e) above. The sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit, pursuant to a mortgage foreclosure, shall extinguish the lien of such assessments, as to payments which become due prior to such sale or transfer, and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners, excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due from the lien thereof.

ARTICLE XII **INSURANCE**

Section 1. Obligation of Association. The Association shall obtain insurance for the Development as defined in Wis. Stat. §703.17. The Association, for the benefit of all Unit Owners, shall insure the Property against loss or damage by fire, and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Property, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Property shall be deemed common expenses; provided, however, in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association, as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin, to act as trustee, agent, or depository, on behalf of the Association, for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid, upon the written demand of the mortgagee or Owner of any Unit so destroyed.

Section 2. Obligations of Unit Owners. Each Unit Owner shall be responsible for obtaining (i) fire, casualty and extended coverage insurance on Unit Owner's improvements within such Unit and on all personal property within the Unit and the Unit's Exclusive Area; and (ii) personal liability insurance for all conditions and events occurring within the Unit and the Unit's Exclusive Area. Each Unit Owner hereby waives and releases any and all claims which may arise against any other Unit Owner, the Association and its Board, officers, agents and employees, for damage to the Common Elements, the Units, the Unit Owner improvements or any personal property located in the Common Elements, Unit, or Unit's Exclusive Area caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

Section 3. Combined Insurance. If insurance coverage is available to combine protection for the Association, and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis, under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies, for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his own expense, to provide any additional insurance coverage on his improvements, or on his Unit, which will not duplicate any insurance provided by the Association or Unit Owners.

Section 4. Insurance Proceeds. The proceeds of such insurance shall be applied by the Association, or by the trustee on behalf of the Association, for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein, with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association, or to such trustee, of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association, or the corporate trustee.

Section 5. Destruction and Reconstruction. In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable, and substantially to the same design, plan and specifications as originally built, unless upon written vote, seventy-five percent (75%) of the Unit Owners and holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original, upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five (5%) percent from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

Section 6. Partition. The Association shall have the right to levy assessments against the Units involved, in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of seventy-five percent (75%) of all of the Unit Owners entitled to vote. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners, in proportion to their liability for assessments, and shall be distributed in accordance with the priority interests in each Unit.

Section 7. Other Insurance. The Association shall maintain, as a common expense, the following insurance coverages:

- (a) Public liability insurance covering the Association, and the Board and Members of the Association, against liability for damages or personal injuries sustained by a person, firm or corporation, arising out of or resulting in whole or in part from the condition, use, or operation of any Common Elements or from any activity of the Association, with limits of not less than \$1,000,000/person, \$2,000,000/occurrence for injury or death and not less than \$1,000,000/occurrence for property damage, including a waiver of subrogation rights against any Member, Officer or Director of the Association;
- (b) Workmen's Compensation insurance, to the extent necessary to comply with applicable law;
- (c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;
- (d) Any other insurance coverage which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.
- (e) The above-stated amounts and types of insurance coverages may be amended or modified by future actions of the Board of Directors of the Association.

ARTICLE XIII **NOTICES**

Section 1. Notice to Declarant and Association. Notices and other documents to be served upon the Association shall be personally served on the agent specified for receipt of process herein, or mailed by certified mail, return receipt requested, to that agent as provided herein. Notices and other documents to be served upon the Declarant shall be personally served on the Declarant, or

mailed by certified mail, return receipt requested, to the Declarant at the address provided on the first page of the Disclosure Materials, or such other address as shall be provided to the Association.

Section 2. Notice to Unit Owners. All notices and other documents required to be given by this Declaration, or by the By-Laws of the Association, shall be sufficient if given to one registered Owner of a Unit, regardless of the number of Owners who have an interest. All Owners shall provide the Secretary of the Association with the address for the mailing or service of any notice or other documents, and the Secretary shall be deemed to have discharged his duty with respect to the giving of such notice, by mailing it or having it delivered personally to such address as is on file with him. If the Unit Owners fail to provide such address, the Secretary shall be deemed to have discharged his duty with respect to the giving of such notice, by mailing it, or having it delivered personally to the Unit.

Section 3. Notice to Devisees and Personal Representatives of Deceased Unit Owner. Notices required or desired to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

Section 4. Notice to Mortgage Lenders. Upon written request to the Board of Directors, the holder of any duly recorded mortgage, land contract or trust deed which is a lien upon any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage, land contract or trust deed. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

ARTICLE XIV **EXCULPATION OF ASSOCIATION LIABILITY**

In the event any Unit Owner shall suffer damages to the contents, improvements or betterments of his Unit, as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall attach to the Association, and the cost for such repairs shall accrue to such individual Unit Owner.

ARTICLE XV **DECLARANT'S RIGHTS**

Until such time as the Declarant has sold all of the Units in the Condominium, the Declarant shall have the exclusive right to use one of the Association Supply Areas (as determined by the Declarant) as a sales office, and the right to use any unsold Units and the Common Area, as may be necessary to expedite the sale of Units, including but not limited to, the maintaining of a sales office, the holding of open house, and the erecting of signs.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of any part thereof, of this Declaration, shall be valid, and shall be enforced to the fullest extent.

Section 3. Failure of Association to Insist on Strict Performance not Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, or restriction, but such term, covenant, condition, or restriction, shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit Owner, with knowledge of the breach of any covenant thereof, shall not be deemed as a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made, unless expressed in writing and signed by the Association.

Section 4. Covenants to Run with Land. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under an agreement for a Condominium Deed or under any Land Contract or contract for any deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 5. Multiple Ownership. No Unit may be sold or owned under any time-sharing, time-interval ownership, or similar right-to-use program.

Section 6. Waiver of Damages. The Declarant shall not be liable for any claim whatsoever arising out of, or by reason of, any actions performed pursuant to any authority reserved, granted or delegated to Declarant by, or pursuant to, this Declaration or in any other capacity in which Declarant may act, whether or not such claim (a) shall be asserted by any Unit Owner, Occupant, the Association, the Board or by any person claiming through any of them; or (b) shall be asserted on account of any alleged injury to person or damage to or loss of property wherever located and however caused. The foregoing enumeration includes, but is not limited to, all claims for, or

arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any act or neglect of Declarant or of any Unit Owner, the Association, the Board, the managing agent or their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function, or disrepair of, any utility services.

Section 7. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then any such provision shall continue only until twenty (20) years after the death of the last survivor of the now-living lawful descendants of the President of the United States of American holding office on the date of this Declaration.

Section 8. Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential condominium.

Section 9. Indemnity. The members of the Board and the officers of the Association, as well as the Members of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners, the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners and the Association. The liability of any Unit Owner arising out of any contract made by such members of the Board and/or Board and officers or arising out of the aforesaid indemnity shall be limited to the Percentage Interest of such Unit Owner. Each agreement made by such members of the Board or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members of the Board or the Association.

Section 10. Amendments. Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Declarant alone at any time prior to the sale of One Hundred percent (100%) percent of the Units and, thereafter, once control has been turned over to the Association, signed by not less than sixty-seven (67%) percent of the Unit Owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage, or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee, or in favor of the Declarant, without the consent of all such mortgagees, or the Declarant, as the case may be. Any Amendment must be recorded in Washington County, Wisconsin.

Section 11. Termination. This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units, and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Washington County, Wisconsin.

Section 12. Registered Agent for Service of Process. The initial registered agent for service of process shall be James A. Wessing, whose address is 360 Knights Avenue, Kewaskum, WI 53040. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Department of Financial Institutions for the State of Wisconsin, and with the Register of Deeds for Washington County, Wisconsin.

Section 13. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 14. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereon.

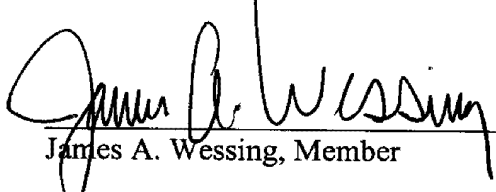
[Signature Page Follows]

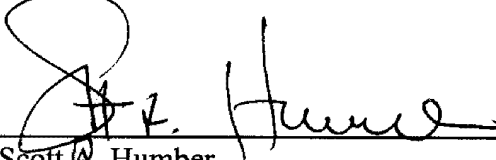
IN WITNESS WHEREOF, the undersigned, on behalf of the Declarant, **WOODLAND CREEK SUBDIVISION, LLC**, have affixed their hands and seals this 1st day of March, 2006.

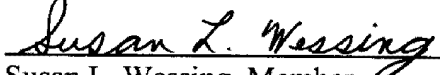
LAKESIDE DEVELOPMENT COMPANY

WOODLAND CREEK SUBDIVISION, LLC,
a Wisconsin limited liability company

By: 
Thomas A. Zabjek

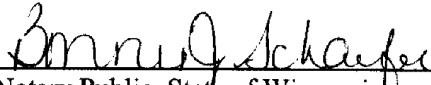
By: 
James A. Wessing, Member

By: 
Scott R. Humber

By: 
Susan L. Wessing, Member

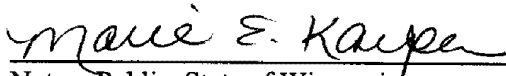
STATE OF WISCONSIN)
)SS
COUNTY OF WASHINGTON)

Personally came before me this 1st day of March, 2006, the above named James A. Wessing and Susan L. Wessing, Members of Woodland Creek Subdivision, LLC, to me know to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My commission: 9-9-07

STATE OF WISCONSIN)
)SS
COUNTY OF WASHINGTON)

Personally came before me this 28 day of February, 2006, the above named Thomas A. Zabjek and Scott R. Humber, Members of Lakeside Development Company to me know to be the person who executed the foregoing instrument and acknowledged the same.

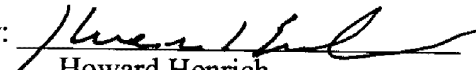

Notary Public, State of Wisconsin
My commission: 2-17-08

CONSENT OF MORTGAGE HOLDER

JP Morgan Chase Bank, N.A. (f/k/a Bank One), holder of the following mortgage from Woodland Creek Subdivision, LLC, a Wisconsin limited liability company, dated September 10, 2003, and recorded in the Washington County Registry on October 1, 2003, as Document No. 1020402, hereby consents to the execution and recording of the Declaration creating WOODLAND CREEK CONDOMINIUMS and hereby submits its mortgage described above to the foregoing Declaration.

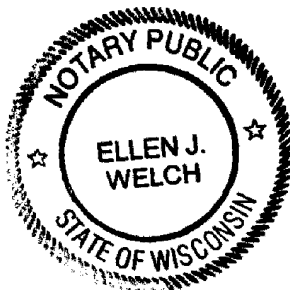
IN WITNESS WHEREOF, the said JP Morgan Chase Bank, N.A. (f/k/a Bank One), has caused this instrument to be signed by its duly authorized officers on its behalf.

JP MORGAN CHASE BANK, N.A.
(f/k/a Bank One)

By: 
Howard Henrich

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally came before me this 1st day of March, 2006, the above-named Howard Henrich, respectively of the above corporation to me known to be such persons and officers who executed the same as such officers as the deed of said corporation, by its authority.




Notary Public, Washington County
My commission expires: 7-16-06

DECLARATION OF CONDOMINIUM
OF
WOODLAND CREEK CONDOMINIUMS

Exhibit "A"

Legal Description of Property

Lots 20, 21 and 22 of Woodland Creek, a Subdivision of part of Lot 3, Block 1 of the Assessor's Plat of the Village of Kewaskum, TOGETHER with Lots 23, 24, 25, 26, and 27 of Woodland Creek Addition 1, a subdivision of part of Lot 3, Block 1 of the Assessor's Plat of the Village of Kewaskum, all being a part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, and part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, all in Section 9, Town 12 North, Range 19 East, Village of Kewaskum, Washington County, Wisconsin.

DECLARATION OF CONDOMINIUM
OF
WOODLAND CREEK CONDOMINIUMS

Exhibit "B"

Building Plans

EXHIBIT B-1

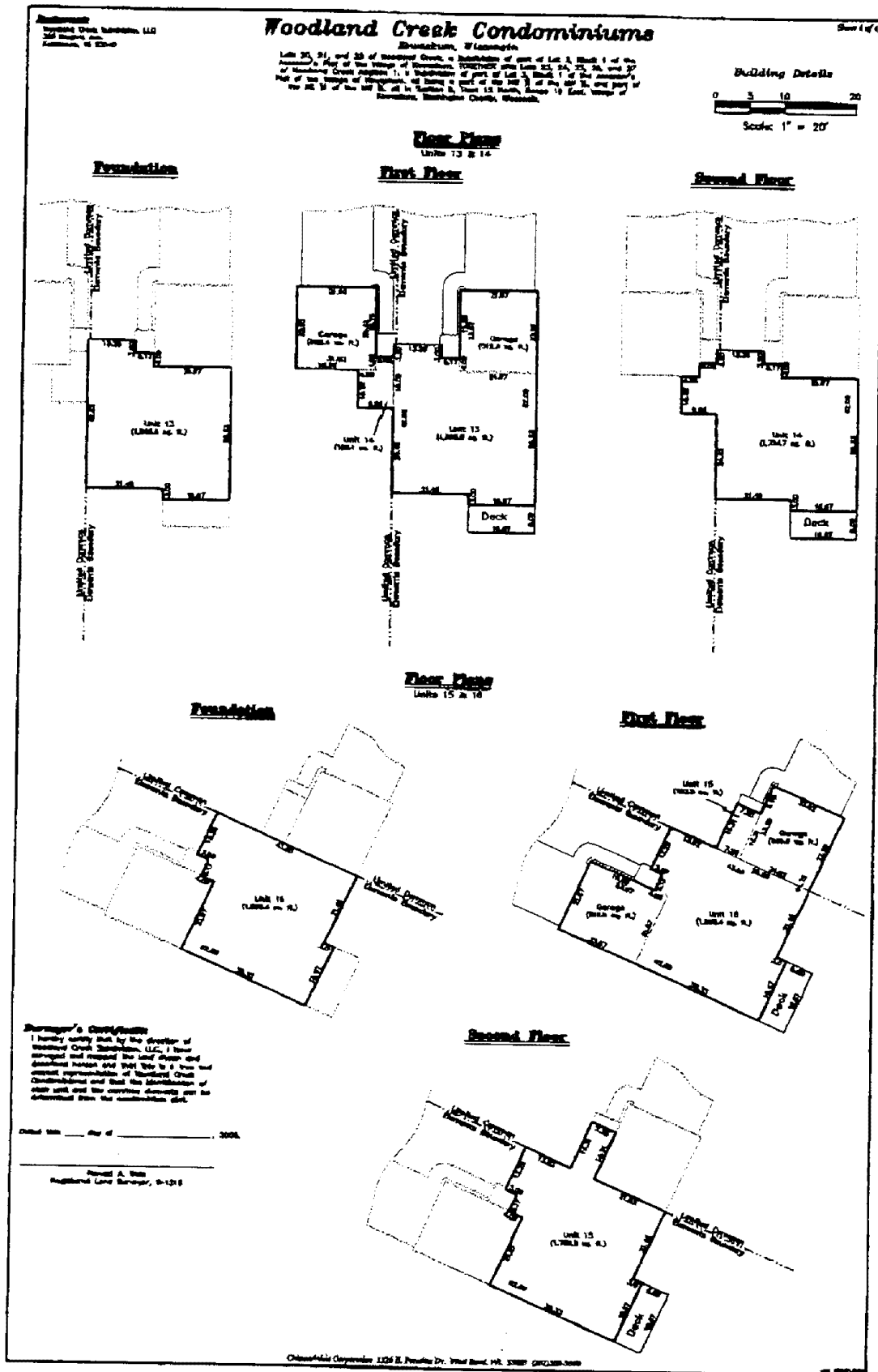
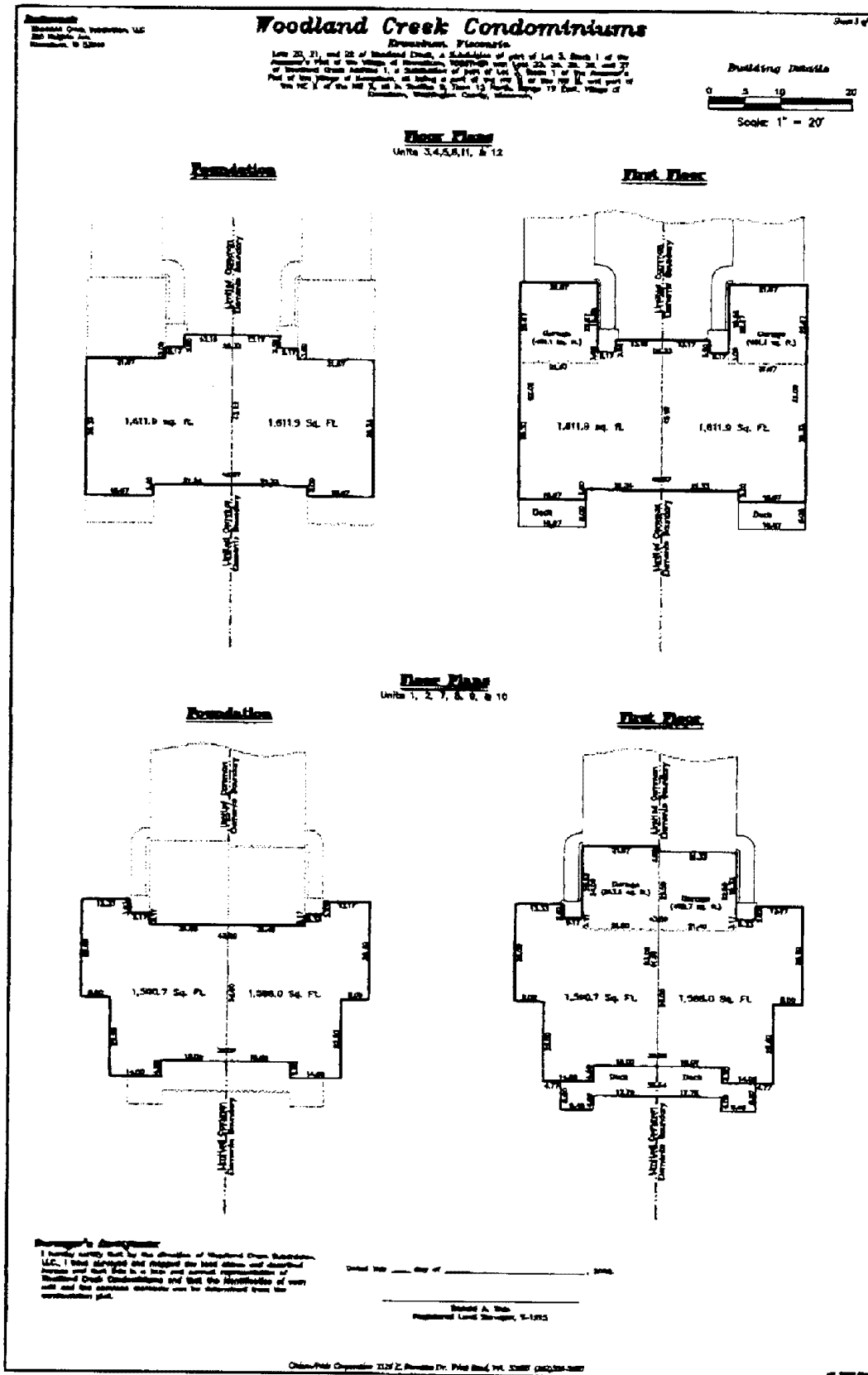


EXHIBIT B-2



DECLARATION OF CONDOMINIUM
OF
WOODLAND CREEK CONDOMINIUMS

Exhibit "C"

Site Plans

EXHIBIT C-1

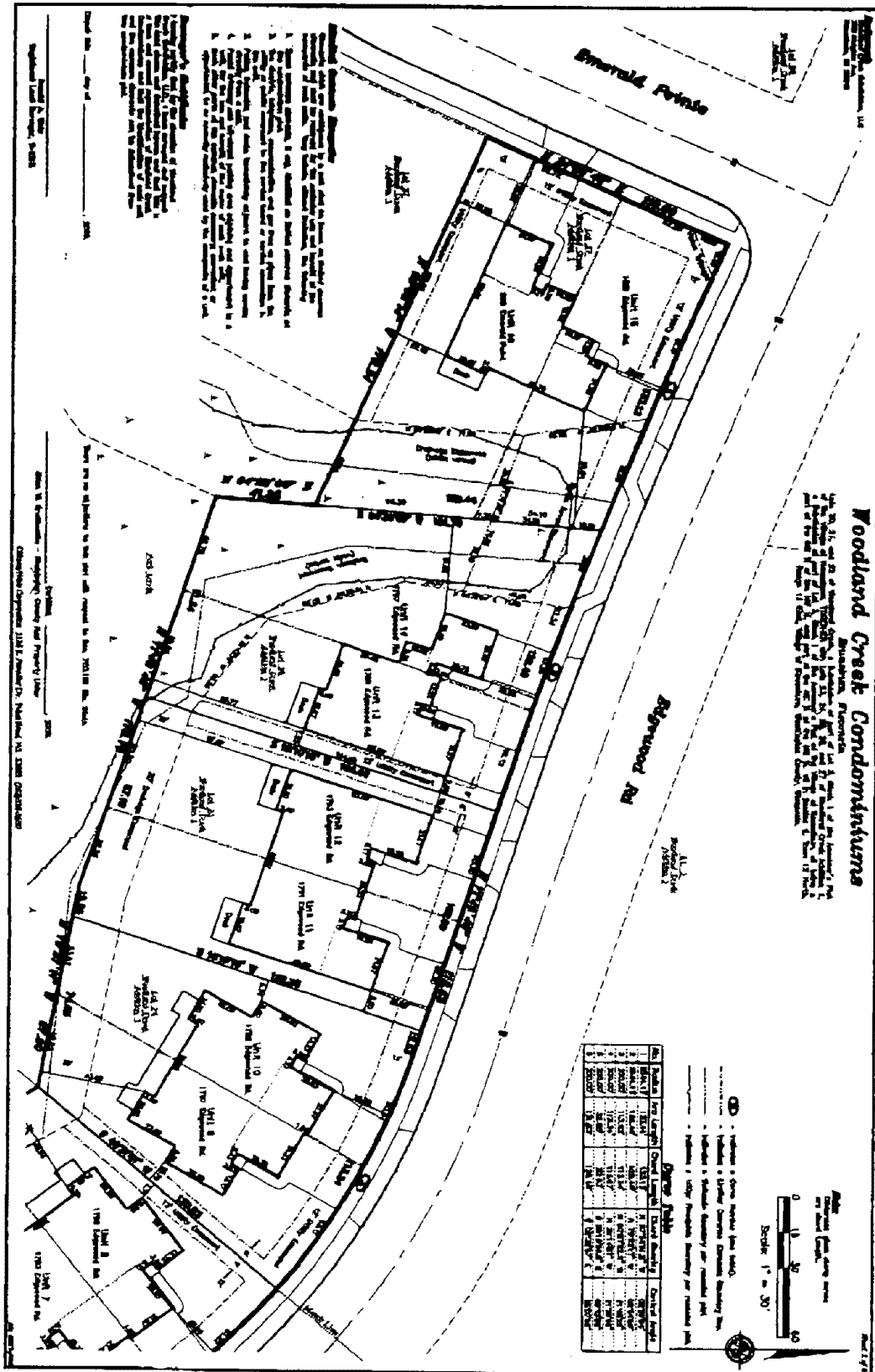
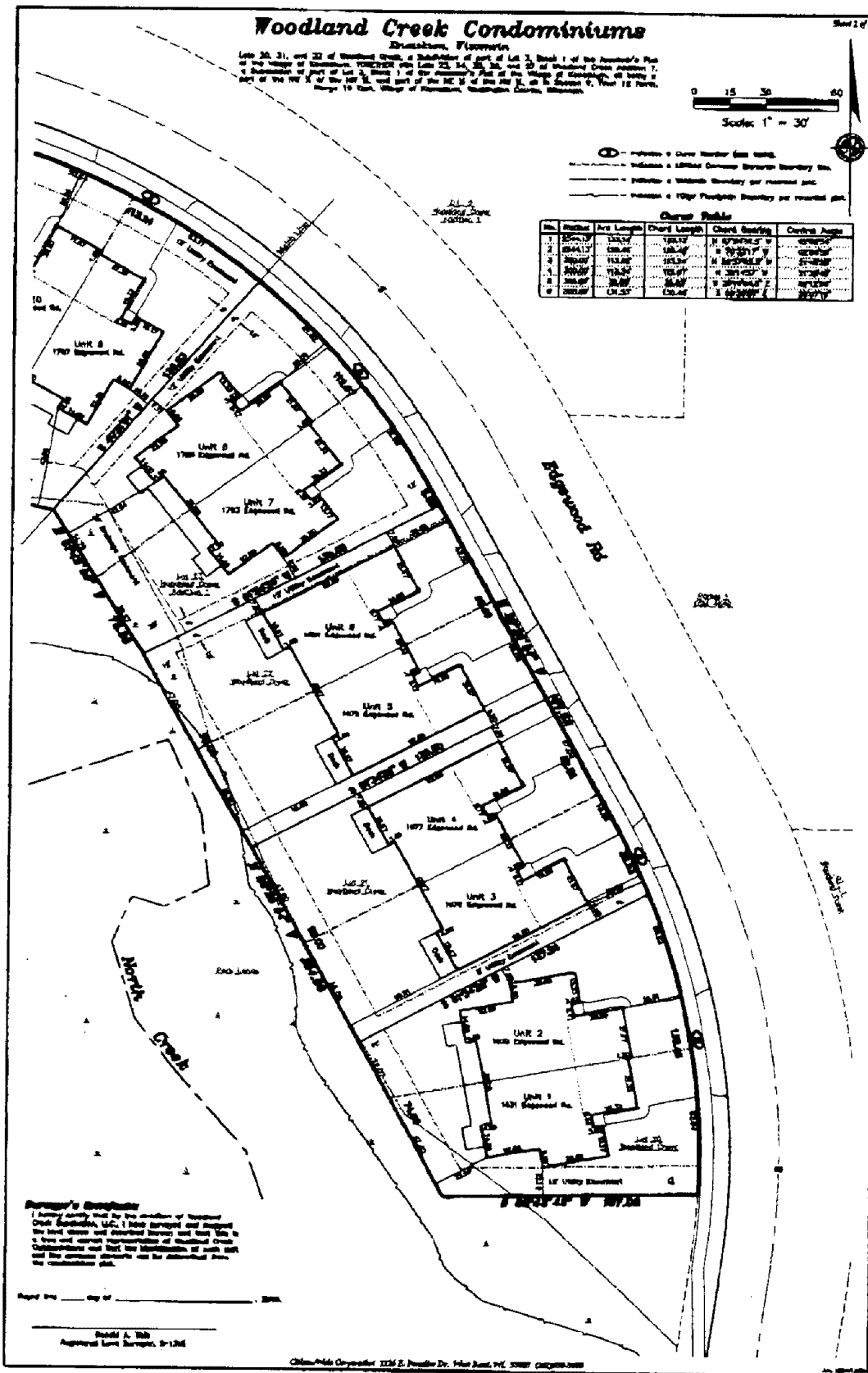


EXHIBIT C-2



DECLARATION OF CONDOMINIUM
OF
WOODLAND CREEK CONDOMINIUMS

Exhibit "D"

Unit Addresses and Tax Parcel Numbers

DECLARATION OF CONDOMINIUM
OF
WOODLAND CREEK CONDOMINIUMS

Exhibit "D"

Unit Addresses and Tax Parcel Numbers

<u>UNIT</u>	<u>SUBDIVISION</u>	<u>ADDRESS</u>	<u>TAX PARCEL NO.</u>
1	Woodland Creek	1631 Edgewood Road	
2	Woodland Creek	1633 Edgewood Road	
3	Woodland Creek	1675 Edgewood Road	
4	Woodland Creek	1677 Edgewood Road	
5	Woodland Creek	1679 Edgewood Road	
6	Woodland Creek	1681 Edgewood Road	
7	Woodland Creek	1783 Edgewood Road	
8	Woodland Creek	1785 Edgewood Road	
9	Woodland Creek	1787 Edgewood Road	
10	Woodland Creek	1789 Edgewood Road	
11	Woodland Creek	1791 Edgewood Road	
12	Woodland Creek	1793 Edgewood Road	
13	Woodland Creek	1795 Edgewood Road	
14	Woodland Creek	1797 Edgewood Road	
15	Woodland Creek	1821 Emerald Pointe	
16	Woodland Creek	509 Emerald Pointe	