

DISCLOSURE MATERIALS

FOR

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION

Property Address:
832 N. 6th Street, #101-#421
Sheboygan, WI 53081

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

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LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION

1. **EXECUTIVE SUMMARY**: The Executive Summary highlights for a buyer of condominium unit essential information regarding the condominium. The Executive Summary begins on A-1.
2. **DECLARATION**: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. **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 C-1.
4. **ARTICLES OF INCORPORATION**: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D-1.
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS**: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
6. **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 F-1.
7. **LEASES**: There are no leased facilities at this condominium.
8. **EXPANSION PLANS**: There are no expansion plans in effect at this condominium.
9. **FLOOR PLAN(S) AND MAP**: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and the common areas which are part of the condominium. The floor plan(s) and map begin on page B-1.
10. **RULES AND REGULATIONS**: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations begin on page G-1.
11. **STATUTORY RESERVE**: The association does not have a Statutory Reserve. The Statutory Reserve Statement begins on page H-1.

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Condominium Name: Landmark Square Condominium Owner's Association, Inc.

This Executive Summary was prepared or revised on 10/14/2025

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections, and/or pages of the condominium materials that discuss a topic in detail. A section identified with an icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name Landmark Square Condominium Owner's Association, Inc.
- Association address 832 N. 6th Street, Sheboygan, Wisconsin 53081
- The association is managed:
 - ☐ By the Unit Owners (self-managed)
 - ☒ By a management agent or company
 - ☐ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium Abbey Even 920-238-6571
- Address, phone number, and other contact information for the contact person North Shore Property Management Services 2804 Wedemeyer St, Sheboygan, Wisconsin 53081
Cory Even 262-745-4854
-  For condominium document references regarding association governance and a condominium contact person, see By-Laws Article VI and Management Contract

2. Parking

- Number of parking spaces assigned to each Unit: 1 Number Outside: 0 Inside: 1
 - ☐ Common Element ☒ Limited Common Element ☐ Included as part of the Unit
 - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, \$ _____ per _____
Other (specify): _____
- Parking assignments reserved or designated on the plat or in the condominium documents:
 - ☒ No ☐ Yes - Where? _____
- Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
- Describe parking available for visitors _____
- Describe any other parking restrictions Disabled-access parking spaces may be reassigned as per Rules and Regulations Article IV Vehicle Restrictions
-  For condominium document references to parking, see Declaration Article II Section 2.4 and Rules and Regulations Article IV

3. Pets

- Are pets allowed? ☐ No ☒ Yes – describe the kinds of pets allowed: Dog, cat, small birds, or fish
- Pet rules and restrictions: Dog or cat must be owned at the time of purchase, well-mannered, and house broken. The owner must sign pet registration form and pay a refundable pet deposit of \$500.00.
- 📖 For condominium document references regarding pet rules, see Rules and Regulations Article II Use Restrictions Section 3.01 Pet Policy and Exhibit A.

4. Unit Rentals

- May Unit Owners rent out their condominium units? ☐ No ☒ Yes – describe the limitations and restrictions on unit rentals: Owners must use the lease included in the condominium documents or an approved lease. Owners may not lease more than twice a year.
- 📖 For condominium document references regarding unit rentals, see Rules and Regulations Article V Rental Restrictions and the Declaration Article IX Use Restrictions

5. Special Condominium Amenities or Features

- 24-hour security monitoring, trash removal, water and sewer, maintenance of grounds and common areas, housekeeping of all common areas (describe any special amenities and features)
- Are Unit Owners obligated to join or make addition payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes – cost: _____
- 📖 For condominium document references regarding special amenities, see _____

6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: Their unit and limited common elements
- 📖 For condominium document references regarding unit maintenance and repair responsibilities, see Declaration Article VIII Maintenance and Repair Section 8.1

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- Person(s) responsible for common element maintenance, repair and replacement: Undertaken by action of the Board of Directors and charged all units as a common expense unless necessitate by misuse by an owner
- Repair and replacement of the common elements is paid for by:
 - ☒ Unit Owner assessments
 - ☒ Reserve funds
 - ☒ Both
 - ☒ Other (specify): Maybe be assessed to an individual owner if misused
- Person(s) responsible for limited common element maintenance, repair and replacement: Shall be made by the owner
- Repair and replacement of the limited common elements is paid for by:
 - ☒ Unit Owner assessments
 - ☐ Reserve funds
 - ☐ Both
 - ☐ Other (specify): _____
- 📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Declaration Article VIII Maintenance and Repair Section 8.1

8. Reserve Funds

- Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☒ Yes
 - Does the association have a Statutory Reserve Account*? ☒ No ☐ Yes – reserve balance is \$ _____
Note: This amount is current as of the date this Executive Summary was prepared or revised.
-  For condominium document references regarding this condominium's reserve funds for repairs and replacements, see Owners pay \$135.00 a month into the fund as part of their monthly charges

"Note: A 'Statutory Reserve Account' is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ended, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?
☒ Not applicable (no developer-owned units or declarant control has ended)
☐ No
☐ Yes – describe in what way: _____
- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: _____

 For condominium document references to condominium fees during the declarant control period, see _____

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?
☒ No ☐ Yes – number of additional units that may be added through the expansion: _____ units
- Expansion period ends: _____
- Condominium management during the expansion period is by: _____

 For condominium document references regarding condominium expansion plans, see _____
Declaration Recitals item 3 Condominium is not Expandable.

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements: ☐ No ☒ Yes
 - Describe the rules, restrictions and procedures for altering a unit: Owner may make alterations within their unit as long as it does not impair the structural integrity of the building.
 - Describe the rules, restrictions and procedures for enclosing limited common elements: No structure may be used to enclose or change the limited common elements except those contemplated in the Declaration.
-  For condominium document references to unit alterations and limited common element enclosures, see _____
Declaration Article VII Architectural Control Sections 7.1 and 7.2

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale: ☐ No ☒ Yes
-  For condominium document references to any first right of purchase held by the condominium association, see Declaration Article IX Use Restrictions Section 9.4
-

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: ☒ No ☐ Yes – amount charged: \$ _____

 For condominium document references to fees charged in connection with a unit ownership transfer, see _____

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ☒ No ☐ Yes – amount charged: \$ _____

 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☒ No ☐ Yes-- amount charged: \$ _____

 For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

16. Other restrictions or features (optional): _____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

 For condominium document references regarding condominium document amendment procedures and requirements, see *Declaration Article XI General Provisions Section 11.4, By-Laws Article XIV Amendments to By-Laws, Rules and Regulations Article IX Amendments*

This Executive Summary was prepared on the date stated on page one by _____
Abbey Even, Site Coordinator _____ (print name and title or position).

 **Instructions for Completing the Executive Summary.** The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

 **Executive Summary Legal Requirements.** Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a

prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

**LANDMARK SQUARE CONDOMINIUM OWNER'S
ASSOCIATION**

DISCLOSURE MATERIALS

SECTION B

DECLARATION

For Exhibit see V.14 P. 315/26
Doc.# 1844980

DECLARATION OF CONDOMINIUM
OWNERSHIP AND COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LANDMARK SQUARE CONDOMINIUM

THIS DECLARATION is made by Sheboygan Senior Community, Inc., 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: Sheboygan Senior Community, Inc., a Wisconsin corporation, hereinafter referred to as "Declarant", is the owner of the subject property.

Section 2. Name of Condominium: The condominium shall be known as Landmark Square Condominium, located at 832 North 6th Street, City of Sheboygan, Sheboygan County, Wisconsin.

Section 3. Condominium is not Expandable: The condominium shall consist of one (1) building. The building shall contain seventy-two (72) units. Seventy (70) units will be residential units and two (2) units will be non-residential units. The condominium is not expandable.

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

Lot Two (2) of a Certified Survey Map recorded in Volume Twenty-two (22) of Certified Survey Maps on Pages 92/3 in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1792732, being a part of Block One Hundred Four (104) of the Original Plat of the City of Sheboygan, and all of Lot One (1) of a Certified Survey Map recorded in Volume Twenty (20) of Certified Survey Maps on Page 183 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, City of Sheboygan, Sheboygan County, Wisconsin.

1844981

SHEBOYGAN COUNTY, WI
RECORDED ON
02/04/2008 11:00AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 75.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 2
TRANS # 110533
OF PAGES: 33

Recording Area

Name and Return Address

Attorney John N. Gunderson
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081

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 LANDMARK SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC. a non-stock, non-profit corporation organized under Chapter 181 of the Wisconsin statutes, 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 "Handicapped or Disabled": A person is handicapped as defined in 45 U.S.C. No. 3604(f), Wis. Statutes 106.50(1m)(g) and in 24 C.F.R. Sec. 100.201(A)(2)(2001). For purposes of this Declaration the term "handicap" under Wisconsin Law and "disability" under Federal Law shall have the same meaning.

Section 1.4 "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 1.5 "Building": Shall refer to the single building containing seventy-two (72) units and depicted on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 1.6 "Unit": Shall mean, refer to and include those portions of the property to be owned by and used exclusively by the unit owner(s).

Section 1.7 "Common Elements": Shall mean, refer to and include all of the condominium property except its units.

Section 1.8 "Limited Common Elements": Shall mean, refer to and include those parts of the common elements designated in this Declaration or the condominium plat as reserved for a certain unit(s) to the exclusion of other units.

Section 1.9 "Common Expenses" and "Common Surpluses": Shall mean, refer to and include the expenses and surpluses of the Association.

ARTICLE II.

DESCRIPTION AND IDENTIFICATION OF BUILDING.

UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Section 2.1 Description of Building: The "building" shall contain seventy-two (72) units as more particularly set forth on Exhibit One (1) attached hereto.

Section 2.2 Description of Units: Each of the seventy-two (72) units shall be separately designated by an identifying number as set forth on Exhibit One (1). Each unit is located on one floor. The number of units on the first or ground floor is nineteen (19); they are numbered 101 through 106 and 108 through 121. The number of units on the second floor is twenty-one (21), they are numbered 201

through 221. The number of units on the third floor is twenty (20), they are numbered 301 through 315 and 317 through 321. The number of units on the fourth floor, eleven (11) in number, shall be numbered in odd numbers only, being units 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, and 421. 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 exhibit 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 exhibit, 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 limited common elements are:

- ▶ The underground parking space assigned to each unit
- ▶ The storage room assigned to each unit
- ▶ Deck or patio
- ▶ Air conditioning condensers

The limited common elements assigned to each unit shall be for the use of such unit and any subsequent conveyance of title of such unit shall pass with it, as an appurtenance, the use of the limited

common elements provided for in this Declaration. The use of the limited common elements aforedescribed 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 by each unit shall be one-seventy-second (1/72nd) (or expressed as a percentage 1.39%) which shall include the limited common elements being a part thereof.

The Declarant herein has taken account of the fact that the units vary in size and location within the common elements, but that the most equitable manner of assigning property rights is to assign an equal interest in the property to each unit regardless of size or location within the condominium property.

Section 3.2 Status and Ownership of Units: Each unit, together with its undivided interest in the common elements, including the limited 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 the Unit: The boundaries of each unit shall be the underside of the finished interior surfaces of its perimeter walls, floors and ceilings; such finished surfaces being included within the unit. This area may be used and improved as further set forth in Article 7, Section 7.2, below.

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 (and shared limited 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 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.
- b. Operable smoke detectors shall be maintained in all units.
- c. To the extent necessary, each unit owner shall have an easement as may be required through the common elements of the condominium to maintain utilities including electricity, gas, telephone, cable television, sewer and water connections servicing the unit.
- d. Should any of the aforescribed easements hereafter be required to be evidenced by a written instrument, for so long as the Declarant owns a unit in the Condominium, the Declarant reserves the right to convey the same in its name alone, which conveyance shall be binding upon each owner of

any unit on the condominium property by the acceptance of title to a unit therein. After such time as the Declarant or the Declarant's successor in interest no longer owns a unit in the Condominium, the Board of Directors shall have the same rights as reserved for the Declarant in this subparagraph.

e. 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, their 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.

f. The Declarant and the Declarant's contractors and subcontractors shall have an easement over the common elements and the limited common elements as may be necessary to complete the construction of the units within the condominium property until such time as the construction is completed.

ARTICLE IV.

MEMBERS AND THEIR VOTING RIGHTS

Section 4.1 Members: Each record title owner of a unit, 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 elements.

Section 4.2 Voting Rights: Each unit 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.

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 annual assessments, special assessments for capital improvements, statutory reserve account assessments (when, and if established by the Association) and any sum assessed for damages to the condominium property pursuant to this Declaration, the By-laws thereof, and any rules and regulations established thereunder. These assessments shall be collected as hereinafter provided for in this Declaration. The aforementioned assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's 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 Clerk of Courts 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 and authenticated by an officer or agent 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 assessments 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 and pay for management fees. 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 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 Monthly 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 monthly assessment provided for herein shall commence on the date this Declaration is recorded as to every occupied unit and shall be due and payable to the Association each month thereafter, on the same date, or such other date as may be established by the Declarant herein. As to any unit conveyed after the date this Declaration is recorded, assessments, or the pro rata share thereof, shall be due and owing starting on the date of conveyance. As to any unoccupied residential units owned by Declarant during the period of Declarant control, no monthly

assessments shall be assessed against such units. During the period of Declarant control, however, the general assessments payable by any unit owner other than the Declarant shall not exceed the amount that unit owner would be charged if Declarant's units were subject to full general assessments, based upon the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total general assessments payable by unit owners other than the Declarant do not cover total common expenses. Subject to the limitations set forth in this Section above, should the assessments be deemed insufficient to pay the common expenses, the Board of Directors or the Declarant as determined by the By-Laws of the Association may increase the amount thereof and thereafter shall give 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 funds or for which no specific contingency exists. The Board of Directors may make such repayments in their discretion, with due regard given for past payment patterns and the future needs of the condominium.

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 No Waiver of Assessments: No owner may waive or otherwise escape liability for the payment of assessments by the non-use of any of the common elements, by rental of the unit(s) or by abandonment of the unit.

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 Interest on Unpaid Assessment: Any assessment not paid within ten (10) days of the date for payment, shall incur interest at the rate of one (1%) percent per month on the unpaid balance from the date the assessment was due, until paid in full.

ARTICLE VI.

DAMAGE AND DESTRUCTION OF PROPERTY - INSURABLE RISKS

Section 6.1 Repair and Reconstruction After Damage: In the event of any damage to or destruction of the property 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

Section 7.1 Common Elements: No building, fence, wall or other structure except those contemplated in this Declaration, the original plans and the original plat, shall be commenced, erected or maintained upon the common elements of the condominium. No addition, change or alteration may be

made to the building exterior and the condominium grounds except by action of the Board of Directors of the Association.

Section 7.2 Unit Owner: A unit owner may make any improvements or alterations within the unit owner's unit that do not impair the structural integrity of the building, move a load bearing wall, or lessen the support of any portion of the condominium, and that do not create a nuisance substantially affecting the use and enjoyment of the other units in the condominium, or the common elements of the condominium.

ARTICLE VIII.

MAINTENANCE AND REPAIR

Section 8.1: All maintenance and repair 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 alteration or repair to the buildings themselves. Included within the unit owner's responsibility for maintenance and repair are all windows, entry door and interior doors, appliances (whether included with the unit or added to the unit after purchase), furnaces, air conditioners, hot water heaters, water softeners, interior surfaces of walls, ceilings and floors, light fixtures, smoke alarms, doorbells and locks. In addition, each unit owner shall be responsible for the maintenance of all utility connections located within the unit following the completion of construction of the unit.

Section 8.2: Each unit owner shall be responsible for, and pay for any damage caused by the unit owner, his agents, invitees and lessees to another unit(s), to the common elements or to the limited common elements resulting from the misconduct, negligence or misuse of the common elements or facilities by such owner, his agents, invitees and lessees. Any charge to a unit owner pursuant to this section shall be treated as a condominium assessment and shall be subject to same rights of the Association as to collection as any other condominium assessment as set forth in Article V hereinabove.

Section 8.3: All maintenance, repairs and replacements to and within the common elements, shall be undertaken by action of the Board of Directors and shall be charged to all units as a common expense as set forth in Article V, above, unless necessitated by the negligence, misuse or neglect of a unit owner, his agents, invitees and lessees, in which case the expense for such maintenance, repair and replacement shall be charged to said unit owner.

ARTICLE IX.

USE RESTRICTIONS

Section 9.1 Residential Units: Each residential unit is intended for and its use shall be restricted to a single family residence only. Each unit in the condominium must be owned and/or occupied by at least one person who is fifty-five (55) years of age or older, or who is disabled or handicapped as defined herein in Section 1.3, above. To ensure that the restrictions set forth in this subparagraph continue as required by this Declaration, each unit owner shall provide the Association at least thirty (30) days prior written notice of any sale, transfer, assignment or lease of the unit and a certification acceptable to the Association signed by the unit owner and the unit owner's purchaser, assignee, transferee or lessee certifying that the unit will be occupied by at least one person who is age fifty-five (55) years or older or who is disabled or handicapped as defined herein after such sale, assignment, transfer or lease and shall be otherwise used and occupied in accordance with the requirements and restrictions of this Declaration, the By-laws and any rules adopted thereunder. Occupancy of the condominium unit is limited to persons over the age of eighteen (18) except for guests whose occupancy is for less than fourteen (14) consecutive days. No guest, regardless of age, shall occupy a condominium unit for more than fourteen (14) consecutive days. No unit shall be occupied by more than three (3) persons.

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 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.

Section 9.4 Declarant's Right of First Refusal: The Declarant, or the Declarant's successor or assigns shall have the right of first refusal to re-purchase a unit should the unit owner wish to sell, transfer, assign or convey the unit for any reason. The terms of the right of first refusal are as follows: any unit owner intending to sell, transfer, assign or convey the unit owner's unit shall provide the Declarant or the Declarant's successor or assignee, written notice of such intention no later than thirty (30) days prior to the date of such sale, transfer, assignment or conveyance. The notice shall include the price of the unit and any contingency to sale set forth in the offer relating to the Buyer's obligation to conclude the transaction. Upon receipt of such notice and further notice from the Seller that all contingencies have been fulfilled, the Declarant, its successors or assigns shall have fifteen (15) days to notify the unit owner whether or not the Declarant, its successors or assigns, shall exercise its right of first refusal. Nothing contained in this subsection shall nullify any other use restriction set forth in this article. A right of first refusal shall not apply to any of the following transfers, provided however that such transfers do not result in a violation of any other provisions of this Declaration:

- ▶ A transfer by gift, device or inheritance
- ▶ Conveyance by unit owner to the unit owner or the unit owner's spouses's trust
- ▶ Any unit where the owner of the unit acquired the unit by foreclosure or a deed in lieu of foreclosure, or by a deed of the unit to a purchaser at a foreclosure sale

ARTICLE X.

INSURANCE

Section 10.1 Property Insurance: The Board of Directors shall be required to obtain and maintain insurance for property damage as required in Sec. 703.17(1), Wis. Stats. or any amendment thereto, insuring all condominium property, including the limited common elements thereof, but not

including furniture or other personal property of the unit owner. In addition, the unit owner shall be responsible to insure all other personal property located on the condominium property whether located in a unit or in the common elements. Such insurance shall insure the Association and the unit owners as their interest may appear. Evidence of such insurance may be made available to the unit owner's mortgagee.

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 insuring the condominium property for physical damage shall contain a clause that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all the insureds. Prior to obtaining any policy of property insurance or any renewal thereof, the Board of Directors may obtain an appraisal from a property insurance company or a real estate appraiser to ascertain the replacement value of the buildings and all the common and limited common elements thereof for the purpose of determining the amount of property insurance to be put in place 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 (\$1,000,000.00) Dollars 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.

Without limitation, the Association, acting through the Board of Directors, may in the absence of a unit owner, or owners, failing to maintain their unit or the limited common elements attached to such

unit, complete such maintenance and repair as may be necessary and charge the cost of such maintenance and repair to the unit owner, collectable in the same manner as assessments as set forth in Article V, above.

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 Five Thousand (\$5,000.00) Dollars to the condominium property in the event of a casualty loss.

Section 11.3 Limitation on Enforcement: No covenant, condition or restriction set forth in this Declaration and no By-law, rule or regulation adopted by the Association pursuant to the authority granted to the Association under this Declaration, the Articles of Incorporation, By-Laws, Rules or Regulations may be applied to discriminate against any individual in any manner, whether under Wisconsin law or as described in any other local, state or federal statute, ordinance, regulation or rule.

Section 11.4 Amendment of Declaration: This Declaration may be amended by unit owners by sixty-seven (67%) percent of the unit owners joining in such amendment. Further, Section 11.2 relating to the rights of mortgage holders shall be complied with. All amendments to the Declaration shall be in writing, and shall be recorded in the office of the Register of Deeds in the county in which the Condominium Declaration is originally recorded, and joined by the first mortgagee of the unit owner, or the holder of an equivalent security interest in the unit owner's property to be effective as to that unit.

Notwithstanding the provisions of this Section 11.3, Section 9.1 may not be amended without a unanimous vote of all unit owners.

Section 11.5 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 11.6 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 11.7 Service of Process: The person to receive service of process upon the Association shall be Michael Basch at Sheboygan Senior Community, Inc., 930 North 6th Street, Sheboygan, Wisconsin 53081. 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 11.8 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 1st day of February, 2008.

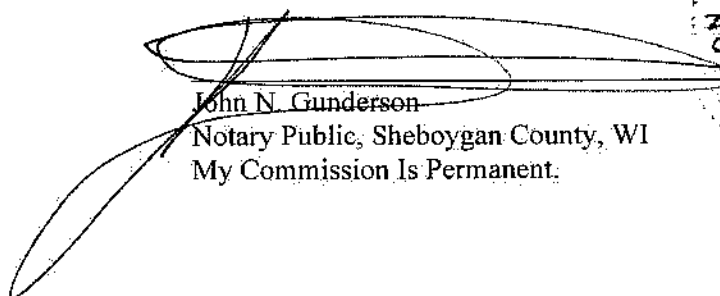
Sheboygan Senior Community, Inc:

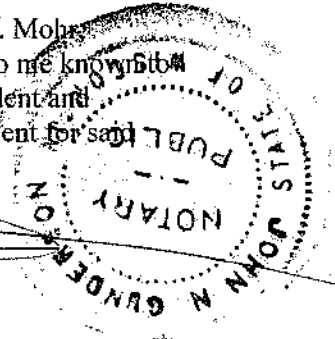
By: Jeffrey C. Mohr, Officer
President, Title

By: Michael Molepske, Officer
Secretary, Title

STATE OF WISCONSIN)
 : SS:
SHEBOYGAN COUNTY)

Personally came before me this 1st day of February, 2008, Jeffrey T. Mohr, President, and Michael Molepske, Secretary/Treasurer of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument for said Corporation by its authority.


John N. Gunderson
Notary Public, Sheboygan County, WI
My Commission Is Permanent.



CONSENT OF MORTGAGEE

M & I Marshall & Ilsley Bank, a banking corporation, hereby consents to the foregoing Declaration of Condominium as a mortgage holder of the real estate described herein.

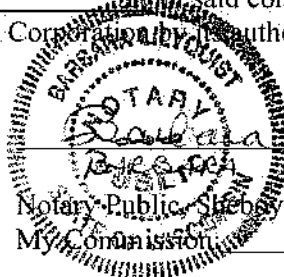
M & I Marshall & Ilsley Bank

By: _____, Officer
_____, Title

By: John P. Reyl, Officer
Commercial Lending, Title
Vice President, Title

STATE OF WISCONSIN)
 : ss.
SHEBOYGAN COUNTY)

Personally came before me this 16th day of JANUARY, 2008, JOHN P. RENZELMANN
VICE PRESIDENT, 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
VICE - PRESIDENT and _____ of said corporation, and acknowledged that
they executed the foregoing instrument for said Corporation by authority.

 Barbara Rilyquist
Notary Public
Notary Public, Sheboygan County, WI
My Commission 1-18-09

CONSENT OF MORTGAGEE

Sheboygan Senior Community Foundation, Inc., hereby consents to the foregoing Declaration of Condominium as a mortgage holder of the real estate described herein.

Sheboygan Senior Community Foundation, Inc.

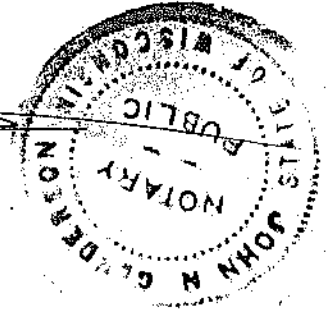
By: Jeffrey T. Mohr
Jeffrey T. Mohr, Officer
President, Title

By: Michael Molepske
Michael Molepske, Officer
Secretary/Treasurer, Title

STATE OF WISCONSIN)
 : ss.
SHEBOYGAN COUNTY)

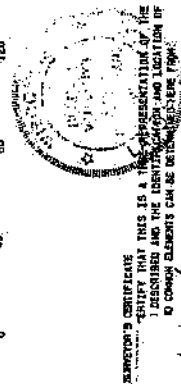
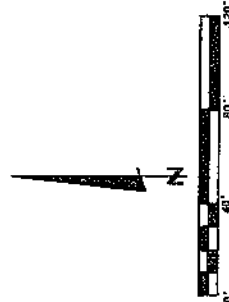
Personally came before me this 1st day of February, 2008, Jeffrey T. Mohr, President, and Michael Molepske, Secretary/Treasurer, of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary/Treasurer of said corporation, and acknowledged that they executed the foregoing instrument for said Corporation by its authority.

John N. Gunderson
John N. Gunderson
Notary Public, Sheboygan County, WI
My Commission Is Permanent.



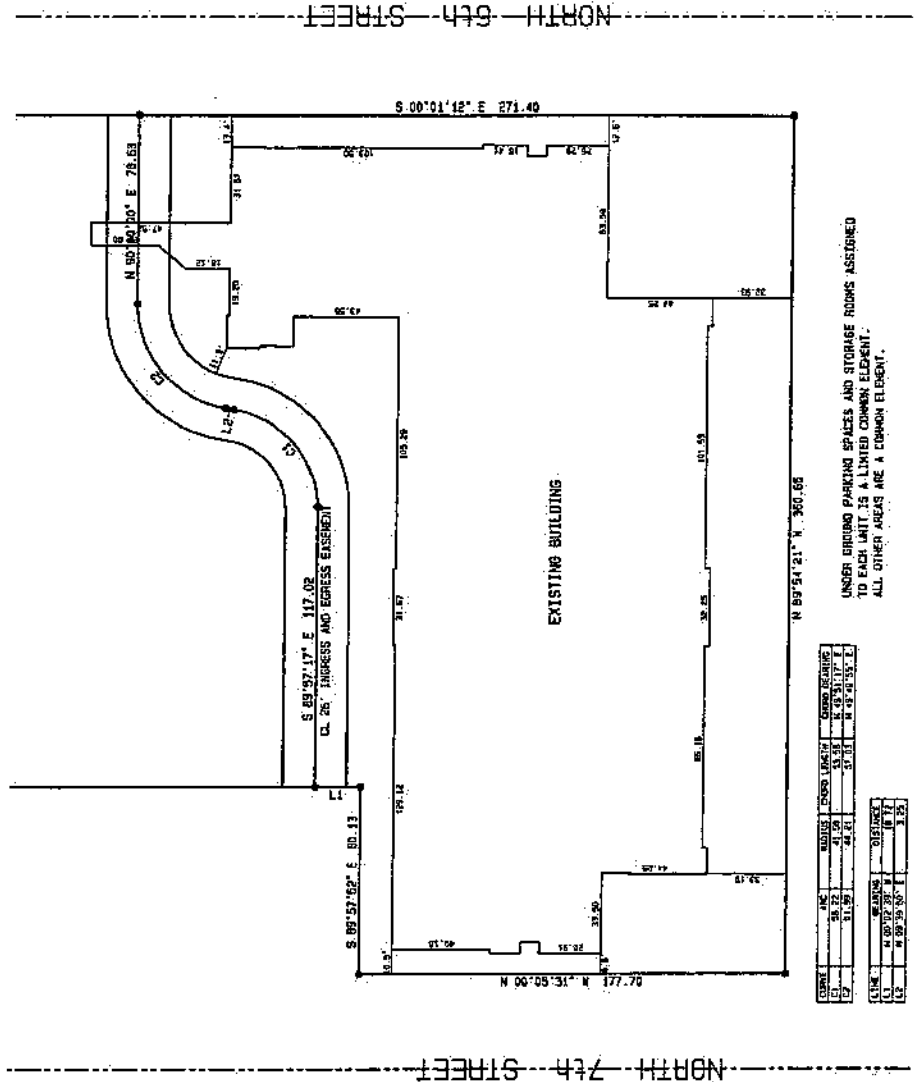
LANDMARK SQUARE CONDOMINIUM

LOT TWO (2) OF CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY-TWO (22) OF CERTIFIED SURVEY MAPS ON PAGE 82/3 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO. 1792732, BEING PART OF BLOCK ONE HUNDRED FOUR (104) OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND ALL OF LOT ONE (1) OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY (20) OF CERTIFIED SURVEY MAPS ON PAGE 183 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



EXHIBIT

1



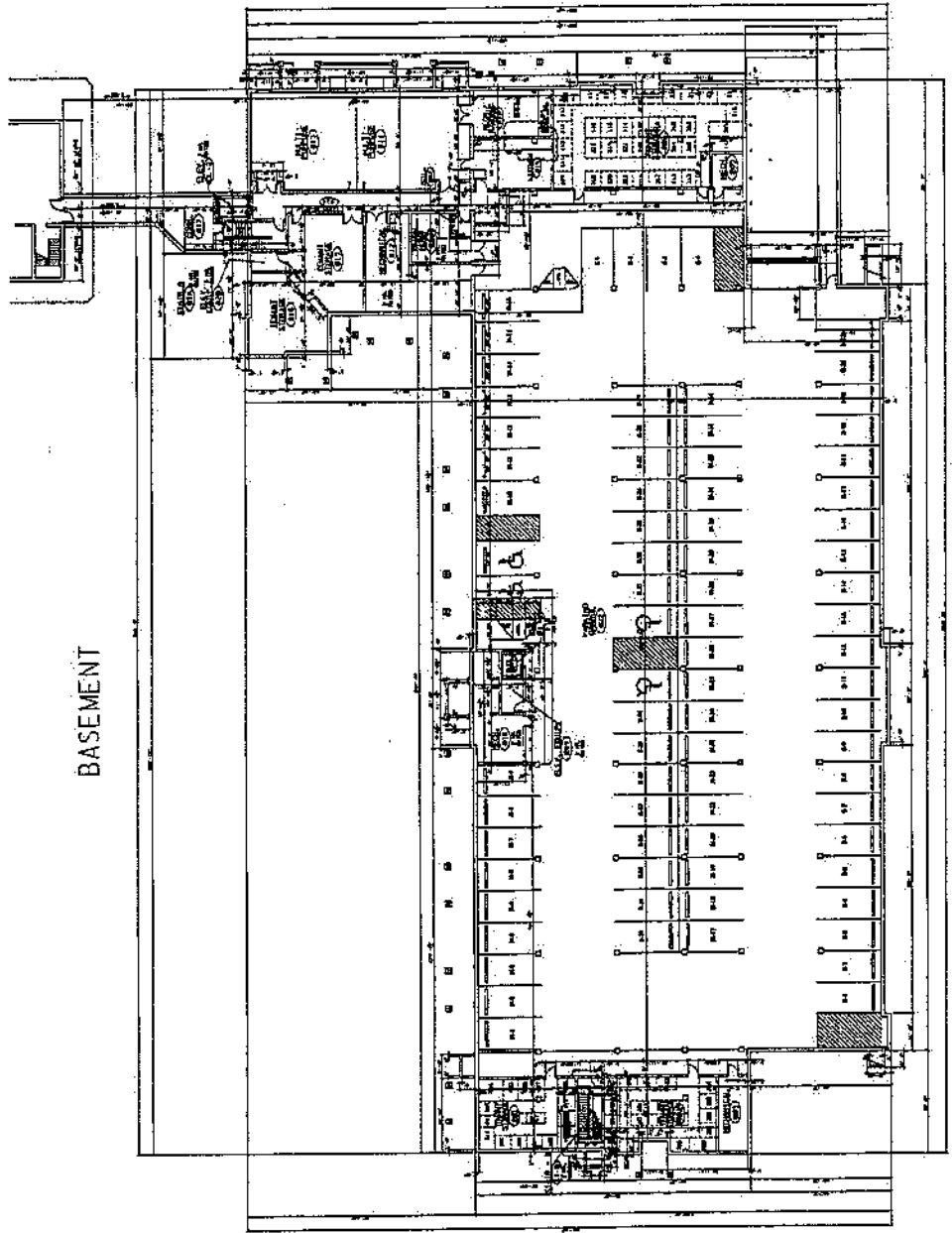
LINE	BEARING	DISTANCE	AREA	PERCENT
1	N 89°54'21" E	360.66	13.15	1.15
2	S 89°57'17" E	117.02	1.15	0.10
3	S 89°57'17" E	117.02	1.15	0.10
4	N 89°54'21" E	360.66	13.15	1.15
5	S 89°57'17" E	117.02	1.15	0.10
6	N 89°54'21" E	360.66	13.15	1.15
7	S 89°57'17" E	117.02	1.15	0.10
8	N 89°54'21" E	360.66	13.15	1.15
9	S 89°57'17" E	117.02	1.15	0.10
10	N 89°54'21" E	360.66	13.15	1.15
11	S 89°57'17" E	117.02	1.15	0.10
12	N 89°54'21" E	360.66	13.15	1.15

UNDER DRIVING PARKING SPACES AND STORAGE ROOMS ASSIGNED TO EACH UNIT IS A LIMITED COMMON ELEMENT. ALL OTHER AREAS ARE A COMMON ELEMENT.

LANDMARK SQUARE CONDOMINIUM

LOT TWO (2) OF CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY-TWO (22) OF CERTIFIED SURVEY MAPS ON PAGE 9273 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHERBOGAN COUNTY, WISCONSIN, AS DOCUMENT NO. 1792732, BEING PART OF BLOCK ONE HUNDRED FOUR (104) OF THE ORIGINAL PLAT OF THE CITY OF SHERBOGAN, AND ALL OF LOT ONE (1) OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY (20) OF CERTIFIED SURVEY MAPS ON PAGE 183 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHERBOGAN COUNTY, WISCONSIN, CITY OF SHERBOGAN, SHERBOGAN COUNTY, WISCONSIN.

BASEMENT



CERTIFICATE
I, the undersigned, being a duly qualified and licensed
land surveyor, hereby certify that this is a true and correct
copy of the original map and the location and location of
the common elements can be determined here from.

W. B. [Signature]
W. B. [Signature]
W. B. [Signature]

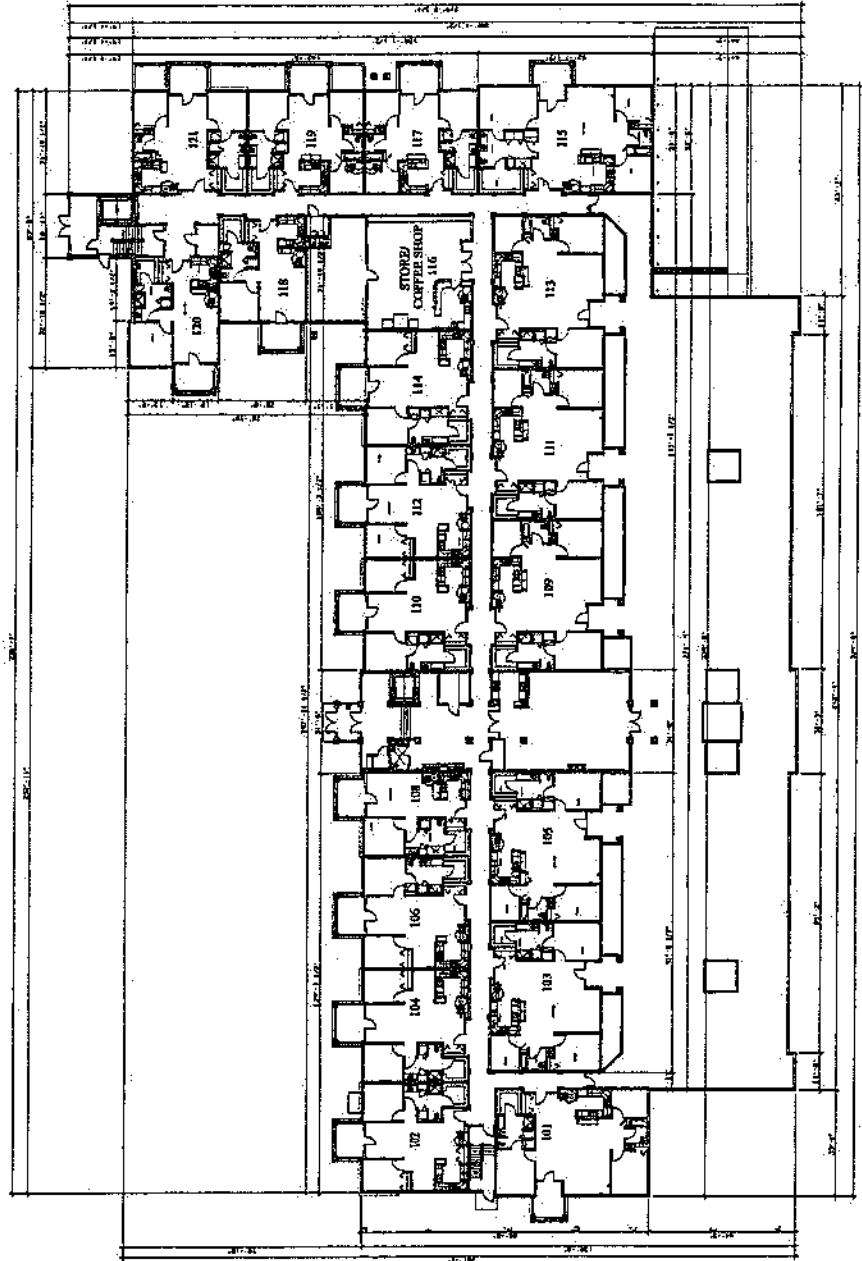
EXHIBIT

1

UNDERGROUND PARKING SPACES AND STORAGE AREAS, DECKS, AND PATIOS
ARE ASSIGNED TO EACH UNIT AS LIMITED COMMON ELEMENTS. ALL OTHER
AREAS NOT IDENTIFIED AS A UNIT ARE COMMON ELEMENTS.

LANDMARK SQUARE CONDOMINIUM

FIRST FLOOR



LOT TWO (2) OF CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY-TWO (22) OF CERTIFIED SURVEY MAPS ON PAGE 92/3 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO. 1792732, BEING PART OF BLOCK ONE HUNDRED FOUR (104) OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND ALL OF LOT ONE (1) OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY (20) OF CERTIFIED SURVEY MAPS ON PAGE 183 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



NOTICE: I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE DESCRIBED AND THE IDENTIFICATION AND LOCATION OF COMMON ELEMENTS CAN BE DETERMINED HEREFROM.

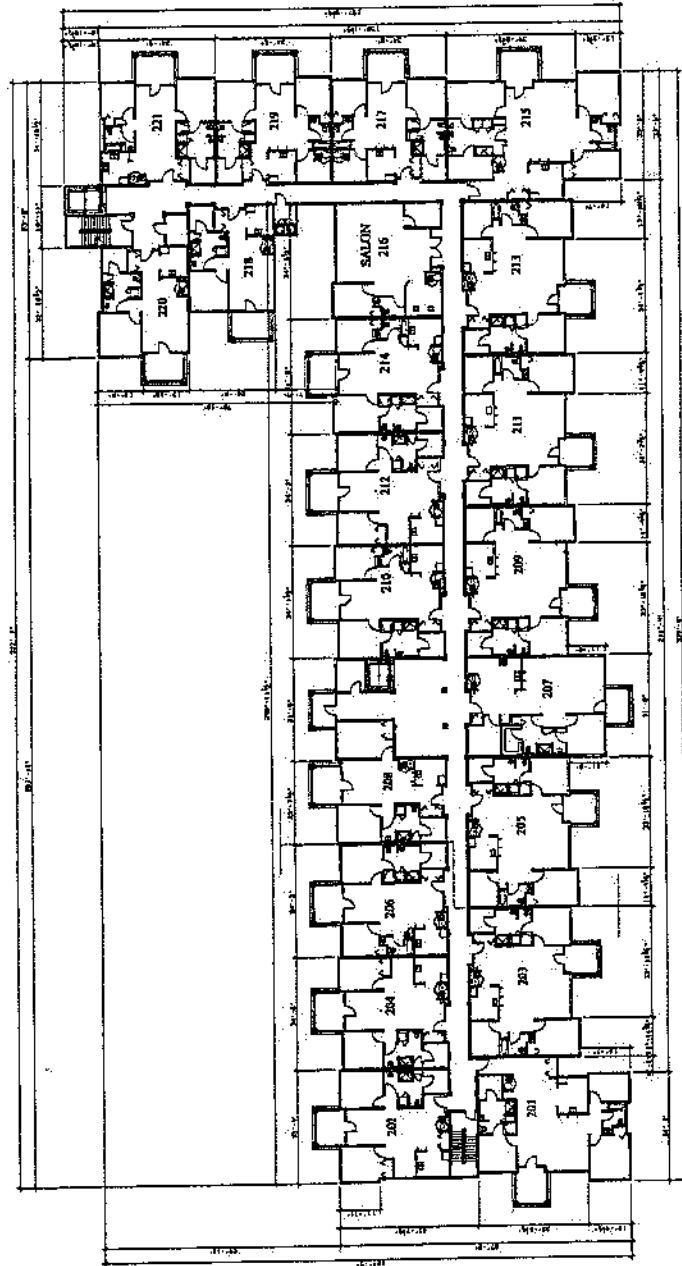
EXHIBIT

1

UNDERGROUND PAVING SPACES AND STORAGE AREAS, BEETS, AND PATIOS ARE ASSIGNED TO EACH UNIT AS UNITED COMMON ELEMENTS. ALL OTHER AREAS NOT IDENTIFIED AS A UNIT ARE COMMON ELEMENTS.

LANDMARK SQUARE CONDOMINIUM

SECOND FLOOR



LOT TWO (2) OF CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY-TWO (22) OF CERTIFIED SURVEY MAPS ON PAGE 92/3 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO. 1792132, BEING PART OF BLOCK ONE HUNDRED FOUR (104) OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND ALL OF LOT ONE (1) OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY (20) OF CERTIFIED SURVEY MAPS ON PAGE 183 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



CERTIFICATE
I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE
DESCRIBED AND THE IDENTIFICATION AND LOCATION OF
A COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

WITNESSED BY ME AND MY
NOTARY PUBLIC
Dennis J. Van Ellys
Notary Public
Sheboygan County, Wisconsin
May 17, 2007

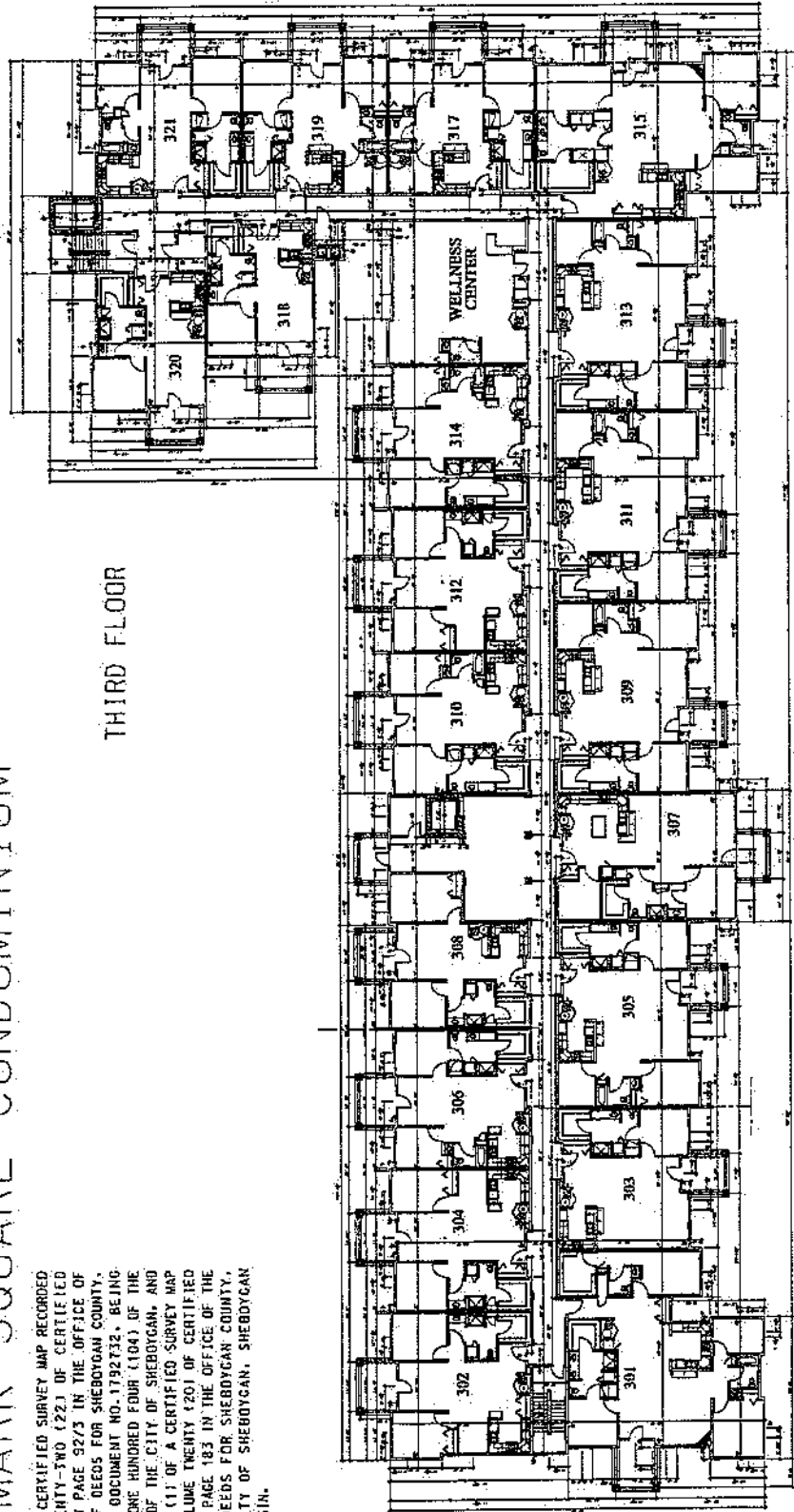
EXHIBIT

1

LANDMARK SQUARE CONDOMINIUM

LOT TWO (21) OF CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY-TWO (22) OF CERTIFIED SURVEY MAPS ON PAGE 9273 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO. 1792732, BEING PART OF BLOCK ONE HUNDRED FOUR (104) OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND ALL OF LOT ONE (11) OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY (20) OF CERTIFIED SURVEY MAPS ON PAGE 183 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

THIRD FLOOR



SURVEYOR'S CERTIFICATE
I, JAMES J. VAN DYKE, being duly sworn, depose and say that this is a true and correct copy of the original plat of the City of Sheboygan, Wisconsin, as recorded in Volume Twenty (20) of Certified Survey Maps on Page 183 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, and that the same is a true and correct copy of the original plat of the City of Sheboygan, Wisconsin, as recorded in Volume Twenty-Two (22) of Certified Survey Maps on Page 9273 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1792732, being Part of Block One Hundred Four (104) of the Original Plat of the City of Sheboygan, and All of Lot One (11) of a Certified Survey Map recorded in Volume Twenty (20) of Certified Survey Maps on Page 183 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, City of Sheboygan, Sheboygan County, Wisconsin.

James J. Van Dyke
JAMES J. VAN DYKE
S. 1238
DATE OF PLAT 7/20/11

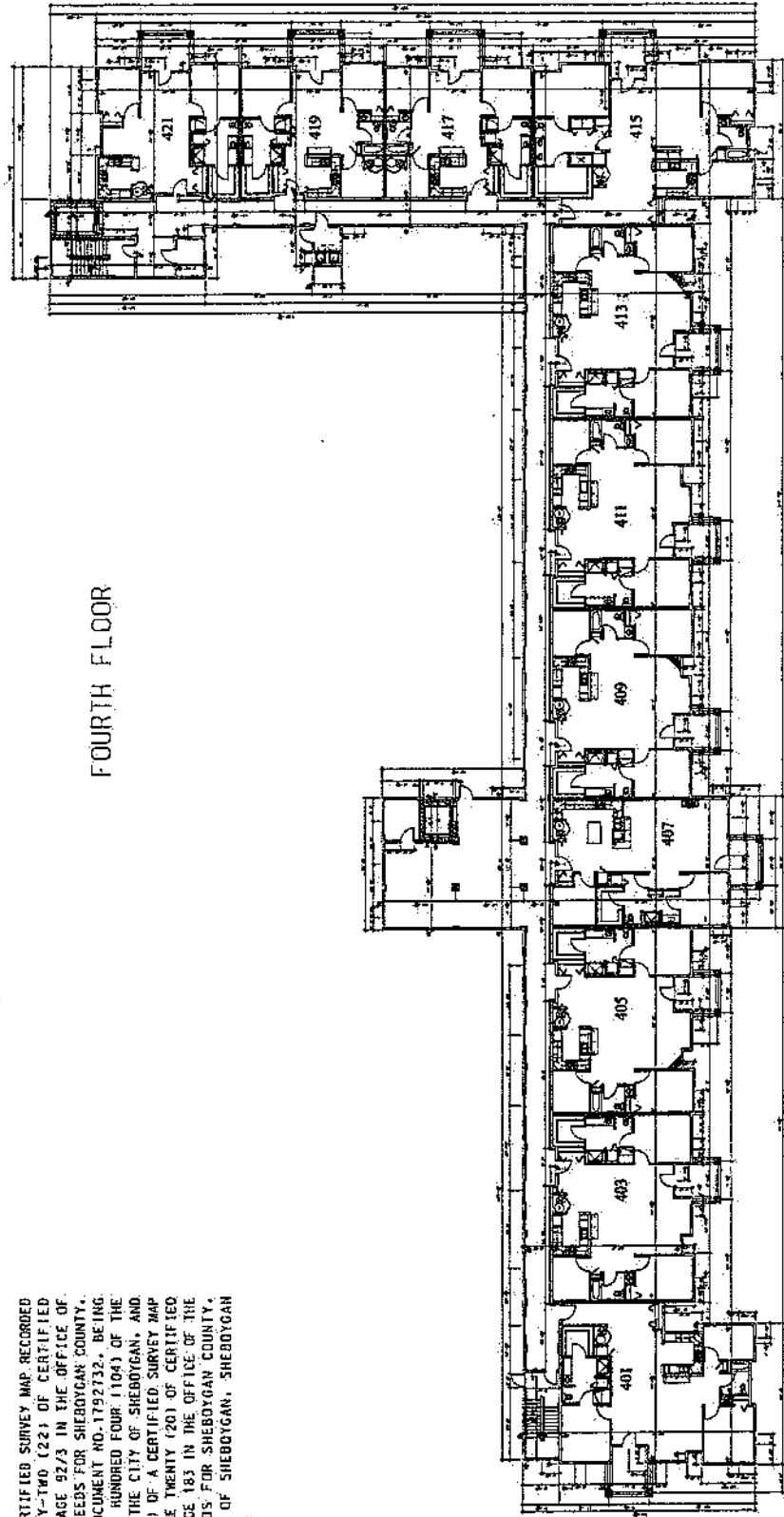
EXHIBIT

1

LANDMARK SQUARE CONDOMINIUM

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FOURTH FLOOR



NOTES: THIS IS A TRUE REPRESENTATION OF THE SURVEY AND THE IDENTIFICATION AND LOCATION OF 3 CONDOMINIUM ELEMENTS CAN BE DETERMINED HERE FROM.

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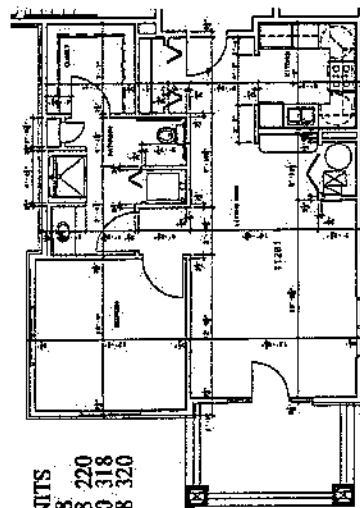
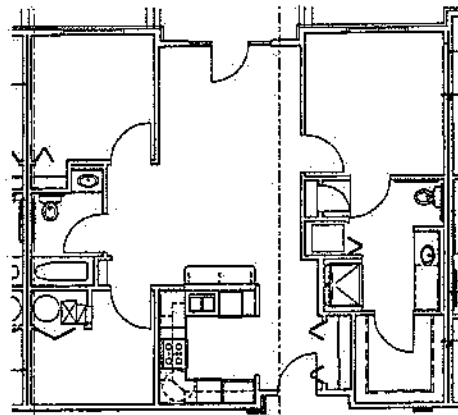
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INTERIOR PARKING SPACES AND STORAGE AREAS, DECKS, AND PATIOS ARE ASSIGNED TO EACH UNIT AS LIMITED COMMON ELEMENTS. ALL OTHER AREAS NOT IDENTIFIED AS A UNIT ARE COMMON ELEMENTS.

LANDMARK SQUARE CONDOMINIUM

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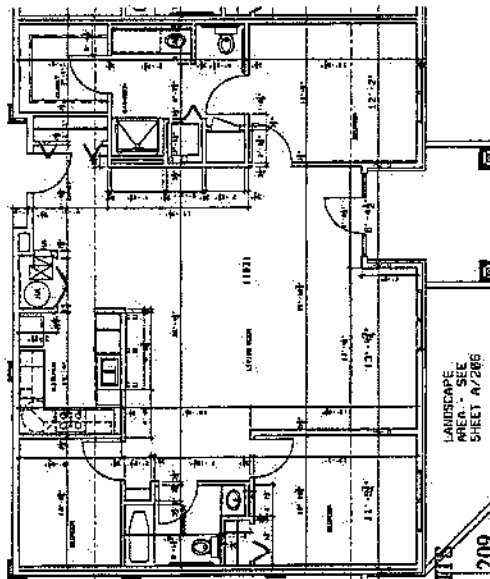
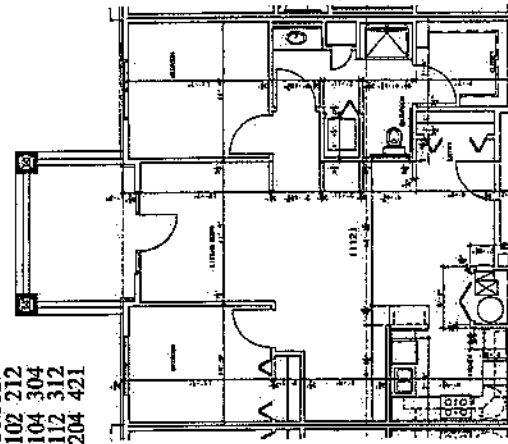
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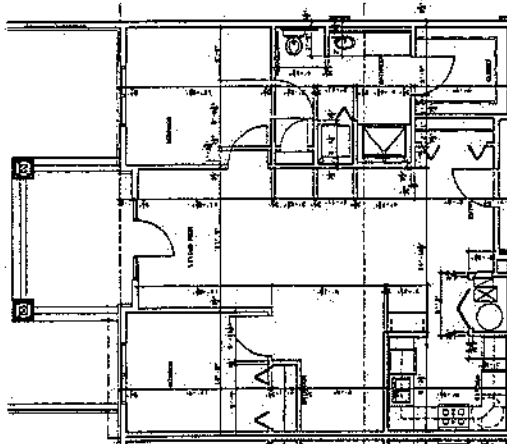
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LANDSCAPE AREA - SEE SHEET A/286



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CERTIFICATE
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RECORDS OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN.

[Signature]
DENNIS J. VAN SLUYK
S-1238
2021 OCT 17 2021

EXHIBIT

1

LANDMARK SQUARE CONDOMINIUM

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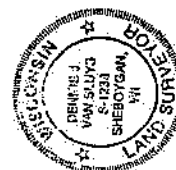
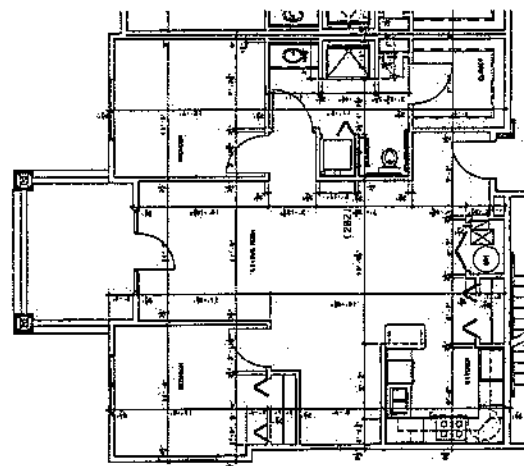
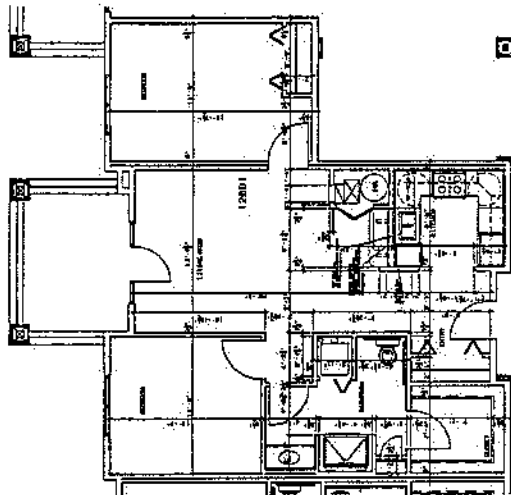
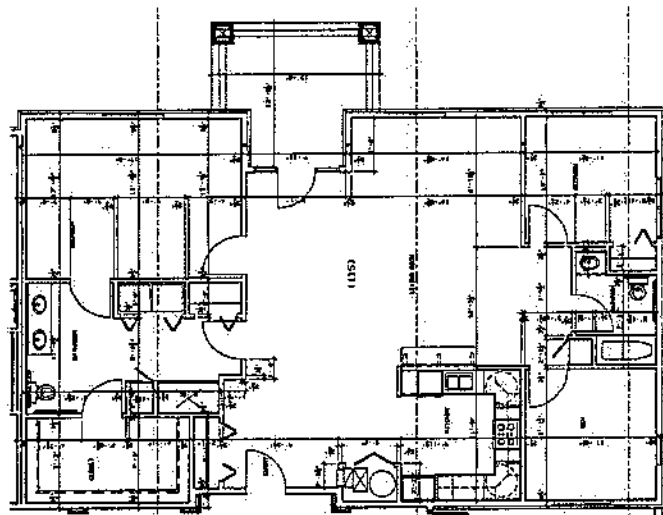


FIGURE 171 THAT THIS IS A TRUE REPRESENTATION OF THE DESCRIBED AND THE IDENTIFICATION AND LOCATION OF COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

DAVID J. VAN SLEDRIGHT, S-1233
SHEBOYGAN, WISCONSIN

EXHIBIT

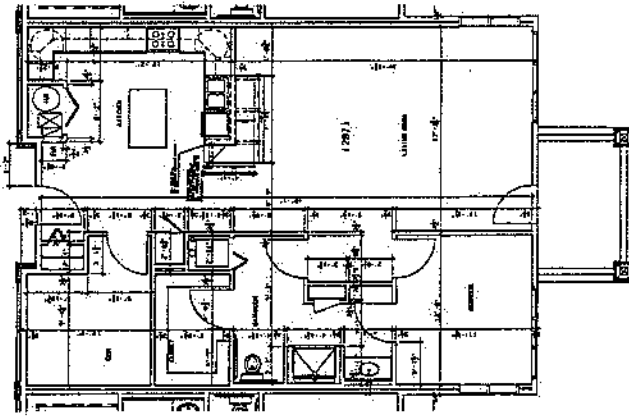
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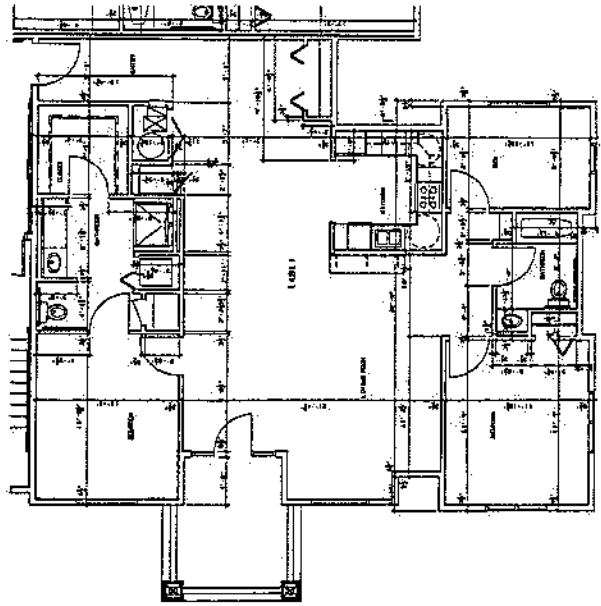
LANDMARK SQUARE CONDOMINIUM

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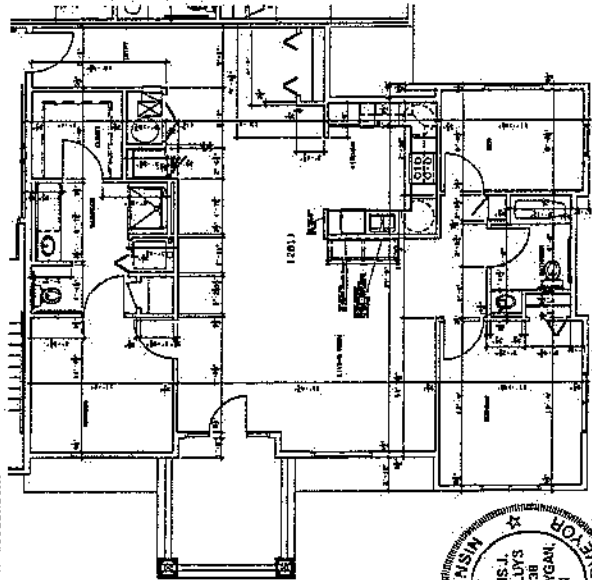
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TESTIMONY: THIS IS A TRUE REPRESENTATION OF THE SURVEY AND THE IDENTIFICATION AND LOCATION OF COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

EXHIBIT

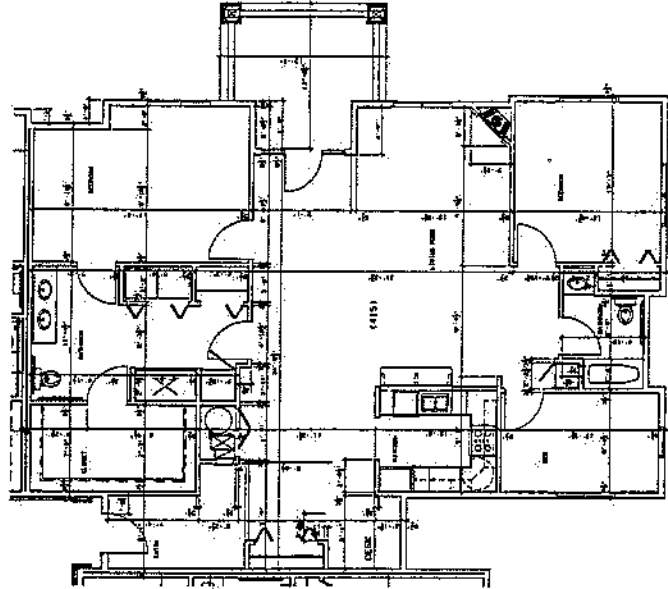
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LANDMARK SQUARE CONDOMINIUM

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UNIT
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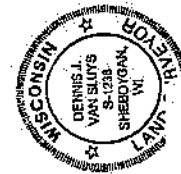
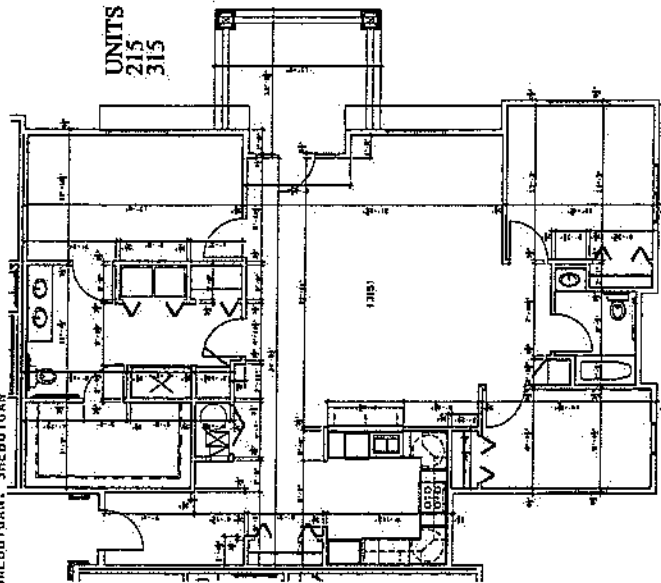


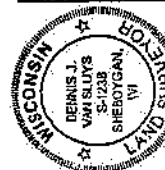
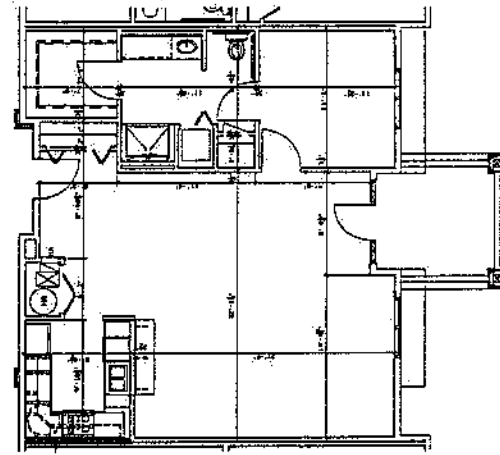
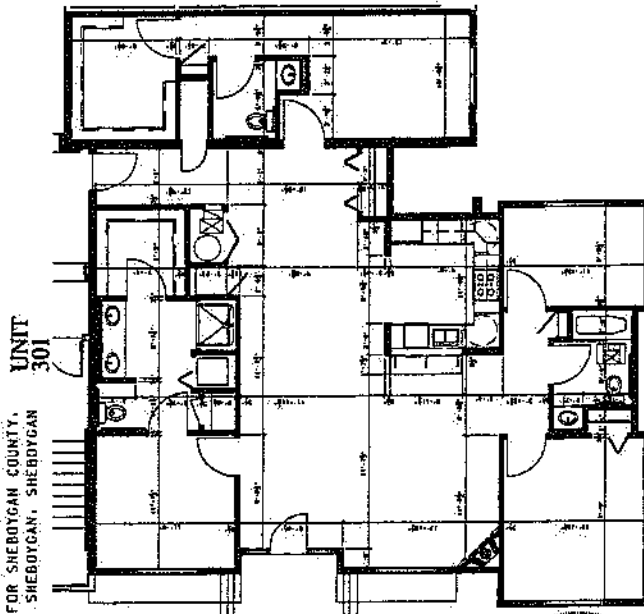
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LANDMARK SQUARE CONDOMINIUM

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THIS MAP IS A TRUE REPRESENTATION OF THE SURVEY AND THE CONVEYANCE OF THE INTERESTS IN THE LAND AND THE LOCATION OF THE COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

[Signature]
DENNIS J. VAN SLUYS
LAND SURVEYOR
NO. 1238
SHEBOYGAN, WI
DATE OF SURVEY: 2007

EXHIBIT

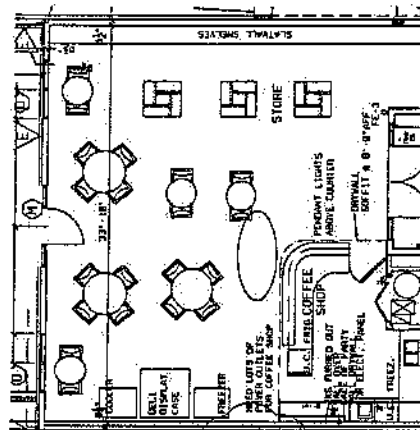
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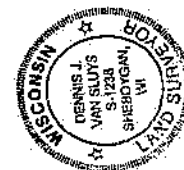
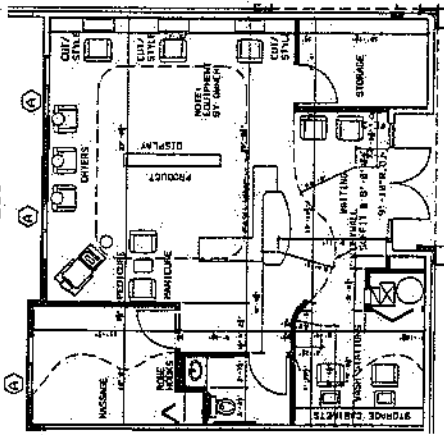
LANDMARK SQUARE CONDOMINIUM

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UNIT 116



UNIT 216



NOTICE: THIS IS A TRUE REPRESENTATION OF THE DESCRIBED AND THE IDENTIFICATION AND LOCATION OF THE ELEMENTS CAN BE DETERMINED HERE FROM.

EXHIBIT

1

UNDERGROUND PARKING SPACES AND STORAGE AREAS, DECKS, AND PATIOS ARE ASSIGNED TO EACH UNIT AS LIMITED COMMON ELEMENTS. ALL OTHER AREAS NOT IDENTIFIED AS A UNIT ARE COMMON ELEMENTS.

**LANDMARK SQUARE CONDOMINIUM OWNER'S
ASSOCIATION**

DISCLOSURE MATERIALS

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BY-LAWS OF
LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

- 1.01 Name, Purpose.** -- The name of the corporation shall be (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.
- 1.02 Address.** -- The principal office of the Association shall be located at 832 North 6 Street, Sheboygan, Wisconsin 53081. This address shall also be the mailing address of the Association.
- 1.03 Binding Effect.** -- These By-laws (the "By-laws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.
- 1.04 Capitalized Terms.** -- Capitalized terms not defined in these By-laws shall have the definitions given to such terms in the Declaration of Condominium for Landmark Square Condominium Owner's Association, Inc. and recorded in the office of the Sheboygan County Register of Deeds.

ARTICLE II

MEMBERSHIP

- 2.01 Membership.** -- The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.
- 2.02 Commencement and Termination.** -- Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.
- 2.03 Withdrawal or Expulsion.** -- No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.
- 2.04 Membership Certificates.** -- Membership certificates shall not be issued.
- 2.05 Membership List.** -- The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name and current mailing address of such Unit Owner has been provided to and received by the **Independent Living Site Coordinator (ILSC)** of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify

the site coordinator of the name and mailing address of its Mortgagee and shall also notify the site coordinator when such mortgage has been released or such land contract has been fulfilled, and the site manager shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06 Transfer of Membership -- Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the site manager of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07 Effect of Condominium Lien -- No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08 Quorum -- Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09 Vote Required to Transact Business -- When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these By-laws, in which case such express provision shall apply.

2.10 Proxies -- All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the site manager of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11 Effect of Condominium Lien -- No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III

MEETINGS OF MEMBERS

3.01 Place -- All meetings of the Unit Owners shall be held at a place in Sheboygan County, Wisconsin, that shall be stated in the notice of the meeting.

3.02 Annual Meetings -- Regular annual meetings of the Unit Owners shall be held on the first Saturday of April of each year.

3.03 Special Meetings -- Special meetings of the Unit Owners may be called at any time by the president of the Association and/or shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04 Notice of Meetings — No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting. Minutes of the prior annual or special meeting shall be provided to each unit owner with the notice of meeting required in this paragraph.

3.05 Adjourned Meetings — If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06 Duties of Officers at Meetings — The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and minutes shall be kept in the Association's minute book. Votes at all meetings shall be counted by the site manager.

3.07 Order of Business — The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order
- (b) Calling the roll of Unit Owners and certifying the proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of committees (if appropriate)
- (f) Reports of officers
- (g) Election of directors (if appropriate)
- (h) Unfinished business
- (i) New business
- (j) Adjournment

3.08 Action Without a Meeting by Written Consent — Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these By-laws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

ARTICLE IV

BOARD OF DIRECTORS

4.01 Number in Association — The affairs of the Association shall be managed by a board of directors (the "Board of Directors") composed of three directors and no greater than five. No more than one director at any given time may be a person who is not also a Unit Owner for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.02 Term of Office -- Each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03 Election of Directors -- One (1) month prior to each annual meeting of the Unit Owners the site coordinator of the Association shall mail or deliver to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected the site coordinator shall solicit further nominees. If the number of nominees exceeds the number of directors to be elected the site coordinator shall conduct an election by written ballot. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04 Vacancy and Replacement -- If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is selected in accordance with these By-laws.

4.05 Removal -- Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06 Compensation -- No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01 Regular Meetings -- Regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02 Special Meetings -- Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03 Notice of Special Meetings -- No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the site coordinator to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by a director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04 Quorum -- A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these By-laws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05 Order of Business -- The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers
- (e) Reports of committees (if appropriate)
- (f) Election of officers (if appropriate)
- (g) Unfinished business
- (h) New business
- (i) Adjournment

5.06 Action Without a Meeting by Written Consent -- Any action required or permitted by the Articles or these By-laws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

5.01 Powers and Duties -- All of the powers and duties of the Association under the Declaration, the Articles, these By-laws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt an annual budget for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
- (i) Sell, convey mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these By-laws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) its successor and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of its successors and assigns to the specific rule, regulation, or amendment;
- (l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable including such insurance insuring the Board of Directors as agents or managers relating to director's liability and such fidelity insurance as the Board of Directors may determine;
- (m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;
- (n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;
- (o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;
- (p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law;
- (q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a site manager or managing agent.

6.02 Managing Agent -- The Board of Directors may hire a site coordinator at a compensation rate established by the board to perform such duties and services as the board of Directors shall authorize, including, without

limitation, the duties enumerated in Sections 6.01 and 7.07. Should the Board of Directors hire such a site coordinator, the terms and conditions shall be set forth in a contract between the Board of Directors acting on behalf of the Association, and the managing agent.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01 Officers -- The principal officers of the Association shall be the president, vice president, and secretary, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners. A board member may simultaneously hold more than one office in the Association.

7.02 Election of Officers -- The officers shall be elected annually by the Board of Directors at its regular meeting.

7.03 Term -- Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04 Special Appointments -- The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05 Resignation and Removal -- Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06 Vacancies -- A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the office replaced.

7.07 Duties -- Unless otherwise indicated by the Board of Directors or delegated to a managing agent pursuant to Article VI, the duties of the officers are as follows:

- (a) **President** -- The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these By-laws, or by the Board of Directors.
- (b) **Vice President** -- The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.
- (c) **Secretary** -- The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the

Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these By-laws or by the Board of Directors.

- (d) **Managing Agent** -- The managing agent shall receive and deposit in appropriate bank accounts all monies of the association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08 Compensation -- No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09 Fidelity Bonds -- The Board of Directors may require that any officers, agents, or 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.

ARTICLE VIII

BOOKS AND RECORDS

8.01 Inspection -- The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the By-laws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, or at such other reasonable location where copies may be purchased at reasonable cost.

8.02 Audits -- The accounts and records of the Association shall be audited at least once every other year by an audit committee or as required by agreement of the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01 Fiscal Year -- The fiscal year of the Association shall run from the first day of January until the thirty-first day of December.

9.02 Budget -- The Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. The Association may maintain a non-statutory reserve account for the Condominium. The Association may include, within the budget, an amount for reserve funds to be collected for the ensuing year considering:

1. The reserve funds then in the reserve account; The expending of the Reserve Funds shall be under the direction of the Board of Directors and shall not exceed over half of the total reserve in any one year period unless an emergency situation would occur.
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
3. The estimated remaining useful life of the Common Elements; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.03 Levying and Payment of General Assessments -- Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. Prior to the annual meeting the site manager shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association or such place as directed by the Board of Directors and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04 Special Assessments -- Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05 Association remedies Upon Nonpayment of Assessments -- Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of one percent (1%) per month or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessment. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

ARTICLE X

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these By-laws, and any rules and regulations of the Association.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, By-laws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the By-laws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the receipt of the report of the infraction any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the By-laws, the Condominium Ownership Act, the rules and regulation of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01 General Scope and Definitions

- (a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.
- (b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving on an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.
- (c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

- (d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02 Mandatory Indemnification

- (a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.
- (b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.
- (c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.
- (d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03 Determination of Right to Indemnification — Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time

parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.04 Allowance of Expenses as Incurred -- Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05 Partial Indemnification

- (a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.
- (b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06 Indemnification of Employees and Agents -- The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association, provided, however, that prior to each indemnification, defense or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.07 Limited Liability of Directors and Officers

- (a) Except as provided in subsection 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).
- (b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is

brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Section 181.0832 and 181.0833.

- (c) Wisconsin Statutes Sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08 Severability of Provisions -- The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09 Nonexclusivity of Rights -- The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the By-laws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 Purchase of Insurance -- The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 Benefit -- The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12 Amendment -- No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Seal -- The Association shall not have a corporate seal.

13.02 Interpretation. -- These By-laws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these By-laws shall be invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these By-laws. Nothing in these By-laws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

13.03 Notices -- Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these By-laws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the site coordinator of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the site coordinator of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV

AMENDMENTS TO BY-LAWS

These By-laws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Own

First Amendment to the By-Laws

Resolved, that Section 3.02 titled "Annual Meeting" in Article III titled "Meeting of Members" of the By-Laws be modified to replace the words "first Saturday of April" with "first Saturday of December" so that the revised section reads:

3.02 Annual Meeting -- An annual meeting of the Unit Owners shall be held on the first Saturday of December of each year.

CERTIFICATION OF BY-LAWS
LANDMARK SQUARE CONDOMINIUM ASSOCIATION

We certify that the foregoing bylaws were duly adopted by the members on July 23, 2020.
Any amendments or changes to the bylaws that have been adopted are also included.
These bylaws are still in full force and effect and have not been amended.

Given under our hands this 26th day of March 2025.


Carol Schaefer

Secretary


Mark Mahoney

President

**LANDMARK SQUARE CONDOMINIUM
OWNER'S ASSOCIATION**

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

Articles of Incorporation

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DEPT OF
CORPORAL INSTITUTIONS
STATE OF WISCONSIN

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ARTICLES OF INCORPORATION
OF

2008 JAN 28 ~~LANDMARK~~ LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC.

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC. a nonstock,
nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the
following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is LANDMARK SQUARE CONDOMINIUM OWNER'S
ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the Association is perpetual.

ARTICLE III

PURPOSE

The Association is organized to serve as an association of unit owners (as described in Section
703.15 of the Wisconsin Statutes) for LANDMARK SQUARE CONDOMINIUM OWNER'S
ASSOCIATION, INC. created under Chapter 703 of the Wisconsin Statutes, located in the City of
Sheboygan, Sheboygan County, Wisconsin, and to exercise the powers, carry out the responsibilities,
and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin
Statutes.

ARTICLE IV

MEMBERS

The Association shall have members. Membership provisions (including the designation of
classes, if any, and the method of acceptance of members of each such class) shall be set forth in the
By-laws of the Association (the "By-laws"). The respective voting rights of the members of the
Association shall be as set forth in the By-laws and that certain Declaration of Condominium for
LANDMARK SQUARE CONDOMINIUM, recorded in the office of the Sheboygan County Register
of Deeds (the "Declaration").

JAN 28 2008 10:41 AM

398456 A DCORP35

\$35.00

L044133

ARTICLE V**PRINCIPAL OFFICE**

The address of the principal office of the Association is Sheboygan Senior Community, Inc. The principal office is located at 930 North 6th Street, Sheboygan, Wisconsin 53081, in Sheboygan County, Wisconsin.

ARTICLE VI**REGISTERED AGENT**

The name and address of the initial registered agent of the Association is: Michael Basch, 930 North 6th Street, Sheboygan, WI 53081.

ARTICLE VII**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a board of directors. The number of directors constituting the initial board of directors (the "Initial Directors") shall be three (3). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the By-laws. The names and addresses of the Initial Directors are as follows:

Michael Basch
1023 Indian Mound Road
Sheboygan, WI 53081

Fred A. Grube
735 June Grass Court
Plymouth, WI 53073

Roman Wagner
1120 Aspen Court
Kohler, WI 53044

ARTICLE VIII**ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING**

Any action required or permitted by these Articles or the By-laws to be taken by the board of directors of the Association may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE IX

INCORPORATOR

The name and address of the incorporator are
Sheboygan Senior Community, Inc.
930 North 6th Street
Sheboygan, WI 53081

ARTICLE X

AMENDMENT OF ARTICLES AND BY-LAWS

Any amendment to these Articles of Incorporation or the By-laws that alters or abrogates the rights of the Declarant (as defined in the Declaration) or the Declarant's successors or assigns shall be null, void, and of no force or effect unless it is approved in writing by the Declarant. This Article X may not be amended or deleted without the approval in writing of the Declarant.

Dated at Sheboygan, Wisconsin, this 24th day of January, 2008.

Sheboygan Senior Community, Inc.

By: 
Jeffrey T. Mohr, President

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

Personally came before me this 24th day of January, 2008, Jeffrey T. Mohr, President, of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that he executed the foregoing instrument for said Corporation by its authority.


Nancy M. Fritz
Notary Public, Sheboygan County, WI
My Commission: 11-13-11

THIS DOCUMENT DRAFTED BY:
Attorney John N. Gunderson
OLSEN, KLOET, GUNDERSON & CONWAY
602 North 6th Street
Sheboygan, WI 53081
Telephone: 920-458-3701
Facsimile: 920-459-2725



State of Wisconsin

Department of Financial Institutions

Search for:

landmark square

Search Records

[Search](#)
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[Name Availability](#)

Corporate Records

Result of lookup for L044133 (at 2/18/2025 10:52 AM)

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC.

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID	L044133
Registered Effective Date	01/28/2008
Period of Existence	PER
Status	Incorporated/Qualified/Registered Request a Certificate of Status
Status Date	01/28/2008
Entity Type	Non-Stock Corporation
Annual Report Requirements	Non-stock Corporations are required to file an Annual Report under s. 181.0214, WI Statutes.

Addresses

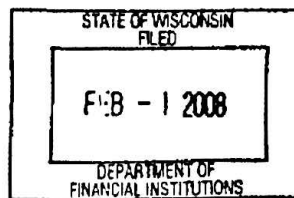
Registered Agent Office	CORY EVEN 2804 WEDEMEYER ST SHEBOYGAN , WI 53081 File a Registered Agent/Office Update Form
-------------------------	--

Principal Office	832 NORTH 6TH STREET SHEBOYGAN , WI 53081 UNITED STATES OF AMERICA
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ARTICLES OF INCORPORATION
CHAPTER 181

\$ 35.00 + \$ 25.00

Exp



COIS # 20081311419601

\$ 25.00

Exp fee

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2025	000	0000	online	database
2024	000	0000	online	database
2023	000	0000	online	database
2022	000	0000	online	database
2021	000	0000	online	database
2020	000	0000	online	database
2019	000	0000	online	database
2018	000	0000	online	database
2017	000	0000	online	database
2016	000	0000	online	database
2015	000	0000	online	database
2014	111	1111	paper	image
2013	111	1111	paper	image
2012	111	1111	paper	image
2011	111	1111	paper	image
2010	111	1111	paper	image
2009	111	1111	paper	image

[File an Annual Report](#) - [Order a Document Copy](#)

Certificates of Newly-elected Officers/Directors

None

Old Names

None

Chronology

Effective Date	Transaction	Processed Date	Description
01/28/2008	Incorporated/Qualified/Registered	02/01/2008	
09/25/2014	Change of Registered Agent	09/25/2014	FM17-2014
03/17/2016	Change of Registered Agent	03/17/2016	OnlineForm 5
02/26/2020	Change of Registered Agent	02/26/2020	OnlineForm 5
02/23/2023	Change of Registered Agent	02/23/2023	OnlineForm 5
08/27/2024	Change of Registered Agent	08/27/2024	FM13-E-Form
01/28/2025	Change of Registered Agent	01/28/2025	OnlineForm 5

[Order a Document Copy](#)

**LANDMARK SQUARE CONDOMINIUM
OWNER'S ASSOCIATION**

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

FINANCIAL SERVICES MANGAGEMENT AGREEMENT

On 11/05/2025, Landmark Square Condominium Owner's Association, Inc. (the "Association"), located at 832 N. Sixth Street, Sheboygan, WI 53081 and Hunt Management Incorporated ("**Agent**"), located at 10520 N. Baehr Road, Suite Q, Mequon WI 53092 United States, hereby enter into this Management Agreement (the "Agreement"), under which the Association hereby appoints Hunt Management Incorporated as its sole and exclusive managing agent. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and power required to perform these services.

1. **TERM.** This Agreement shall be effective as of January 1, 2026, and is for a 1 year term (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (the "**Renewal Term**"), unless either party gives written notice not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the then current term of the Agreement of its intention not to renew the Agreement. The Management Fee, as defined below, shall increase on the first day of each successive Renewal Term by a minimum of 3.00%, or by such higher amount as approved by the Board of Directors.

2. **COMPENSATION.** The compensation to which Agent shall be entitled shall consist of the following:

- (a) **Recurring Routine Services.** For Recurring Routine Services, Agent shall be compensated according to the following schedule (the "**Base Fee**"), the current Base Fee being due and payable monthly in advance. Such compensation covers the overhead expenses of Agent, including salaries of Agent's employees, local travel expenses to and from the Property, as defined in Section 4; fees for basic services (other than those identified in Exhibit A), which shall include financial management, as defined in Section 6; and general administration. The Association shall also reimburse Agent for all other travel expenses incurred for conducting business on behalf of the Association at the then-current per-mile rate established by the IRS.

AGREEMENT PERIOD	BASE FEE
January 1, 2026 – December 31, 2026	\$ 700.00per month
Onboarding Fee: \$700.00	Current Unit Count: 70

- (b) **Periodic Routine Services.** Agent shall perform certain periodic, routine services, including but not limited to mailings, photocopying, sending of registered notices to owner members of the Association (the "**Owners**"), and other items according to the fees set forth in Exhibit A. Changes in fees for Periodic Routine Services will become effective January 1st of each year at Agent's then-published rates.
- (c) **Non-Routine Services.** Agent shall maintain availability for services related to certain non-routine activities, which shall be performed with the prior or implied authorization of the Association's Board of Directors (the "**Board**"). Non-Routine Services may include, but are not limited to, the following: research, court appearances, depositions, subpoenas, discovery, consultation with attorneys related to the Association's role as plaintiff, defendant, co-defendant or witness in any action (including court appearances, depositions, and witness testimony), preparation and development of special reports, collation and/or dissemination of records and compilation of information requested by the Board, the Association's attorney, or others, insurance claim administration, and administration and enforcement of rules or other obligations of the Association or its membership.

Charges for services performed under this Section shall be at (i) rates mutually agreed upon by Agent and the Association at the time work is authorized, or (ii) hourly rates stipulated in Exhibit A then in effect. Fees for Non-Routine Services shall be recorded by Agent in an itemized form and billed on a monthly basis. Invoices shall be due and payable within ten (10) days of billing. The Association must identify any billing errors or request any adjustment to any paid bill for Non-Routine Services within thirty (30) days of receipt; otherwise, all bills shall be deemed correct and any rights to adjustments waived. Outstanding obligations to Agent fifteen (15) or more days beyond the due date will incur a monthly charge of 1.50% of the total outstanding amount due Agent, to be calculated on the first day of each month.

3. **ADMINISTRATION OF SERVICES.** Agent will provide the Association with the services described in this Agreement in a competent manner consistent with the terms of this Agreement and standard professional practices in

the property management industry. Agent will use reasonable efforts to systematically respond to the requirements necessary to administer the Association and meet the obligations contained herein. Agent will establish its own internal methods and processes, and the Association agrees that it will not unreasonably interfere with Agent's discharge of its duties. When regarded as necessary in its professional opinion, Agent is authorized to consult with the Association's legal counsel concerning the operation of the Association. Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

Agent shall administer the Association's affairs in accordance with the provisions of policies adopted by the Board and this Agreement, except any changes by the Board that may have a material effect on the workload of Agent or its schedule shall have the concurrence of Agent's President in writing. The Association acknowledges that, at its sole discretion, Agent may enhance its business practice by changing its business procedures from time to time. Such changes, however, will not materially change the service or level of service provided within the scope of this Agreement and shall not result in additional charges to the Association unless approved by the Board or unless such charges are the direct result of measures required to maintain the security of the Association's funds or data, in which case Agent shall immediately advise the Board.

Agent utilizes an online portal to ensure that third-party vendors engaged on behalf of the Association comply with Agent's minimum standards of professionalism ("Associa Vendor Access"). Associa Vendor Access enables third-party vendors to self-manage their business information, including but not limited to W-9's and insurance certificates. The Association acknowledges and agrees that all third-party vendors engaged to perform services or provide goods to the Association shall enroll through Associa Vendor Access.

4. CONTRACT DOCUMENTS. Upon commencement of this Agreement, the Association shall provide Agent with:

- (a) Specifications for the general and limited common elements (in the case of a condominium association) or common areas (in the case of a homeowners association) and its improvements (the "**Property**");
- (b) Copies of all guarantees and warranties in effect;
- (c) Copies of the recorded Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws of the Association, as amended (collectively, the "**Founding Documents**");
- (d) Copies of resolutions, policy statements, and rules and regulations in effect that have been adopted by the Board on behalf of the Association, including all properly executed modifications, amendments, changes, or supplements thereto issued subsequent to the execution of the Agreement (collectively, with the Founding Documents, the "**Governing Documents**"); and
- (e) Copies of opening balances, Owner records, books of resolutions, financial reports, and Association state and federal tax returns.

The information and records provided to Agent by any source designated by the Board during the transition to Agent are deemed to be accurate and correct.

5. LIAISON WITH THE BOARD. The Board shall appoint a designated Director of the Board to communicate with Agent on any matter relating to the Association (the "**Liaison**"). If no Director is specifically named, the Board President shall serve as the Liaison. Notwithstanding the appointment of one or more Liaisons, Agent shall communicate with the Directors, Officers, and Committee Chairmen of the Association in the exercise of their mutual and respective responsibilities.

6. FINANCIAL MANAGEMENT. Agent shall assist and/or advise the Board in all matters relating to Association income of any source and expenditures of any nature, including but not limited to the following duties:

- (a) **Collections.** Agent shall use its best efforts to collect all general and special assessments as they become due and payable from all Owners as identified on the rolls initially provided Agent by the Association, and as such are changed from time to time by written notification to Agent of changes in individual ownership, and monies due from sources which are obligated to or for the benefit of the Association. Agent is not liable for ownership changes or charges to units or homes for which Agent has not been notified. The Board authorizes Agent to request, demand, collect, receive, and issue a receipt for charges, assessments, or rents due the Association which may at any time become due by way of legal process or otherwise as may be required for the collection of delinquent assessments from the Owners, except that any refunds that may be due the Association from the IRS shall be monitored and collected by the Association's independent auditor/accountant, and all communications with the IRS will be through the Association's independent auditor/accountant. All expenses related to the collection of delinquent accounts shall be an expense of the

Association.

- (b) **Deposits.** The Association agrees that for uniform processing and cost efficiencies, Agent will determine the receiving post office, lockbox, and financial institution(s) into which the Association's operating funds are deposited and maintained. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The financial institution or institutions selected by Agent shall be insured by the federal government; the account or accounts shall be in the Association's name and federal tax identification number; and the Association's funds shall not be commingled with funds of any other party. Association agrees that such financial institutions may include Partner Institutions (as defined in Section 19) and acknowledges the disclosures in Section 19 regarding Agent's relationships with such Partner Institutions. Except as otherwise directed by the Association in accordance with paragraph (e) of this Section 6, Agent will maintain Association reserves and savings in deposits or certificates of deposit with such financial institution(s) as the Board may designate, which financial institution(s) may include Partner Institutions.
- (c) **Disbursements.** Agent shall cause disbursements to be made regularly and punctually. Agent shall establish and monitor its internal procedures with regard to purchase order processes, data input, schedules, and generation and disbursement of payable checks. The Association agrees that Agent may pay the Association's obligations via electronic payment methods including ePay. The Association agrees to conform to the schedules established by Agent to ensure timely payment of the Association's obligations and effect an audit trail. Agent is authorized to effect automatic payments, which will require no further action by the Board, for disbursements consisting of: (i) any taxes payable; (ii) insurance premiums; (iii) Agent's monthly compensation for services and expenses; (iv) reimbursable payroll and benefits; (v) utilities; (vi) emergencies constituting a threat to health or safety; and (vii) other expenses that, left unpaid, could adversely impact Agent's reputation or creditworthiness.
- (d) **Financial Reports.** Agent shall maintain a record of all income and expenses, assets, and liabilities with a monthly financial statement consisting of a balance sheet, profit and loss statement, and general ledger reflecting actual versus budgeted activity on a cumulative basis from the commencement of the fiscal year until the date of the report to the Board. Agent shall not be obligated to prepare a tax return but may do so at an additional expense if requested. Agent will reconcile the Association's operating accounts on a monthly basis and will timely reconcile Association's investment accounts for which the financial institution does not issue monthly statements, upon Agent's receipt of such statements.
- (e) **Investments.** If directed by the Association, Agent will purchase negotiable instruments, certificates of deposit, treasury bills, or such other investments as the Association may specify. The Association will designate the specific investments and amounts to be purchased and, in the case of investments that are securities, the brokerage and custodial institutions through which such investments are to be executed and maintained in the name of the Association. Any investment service fees will be at the expense of the Association. Agent is not an investment or financial advisor and makes no representation to this effect, and Agent does not purport to substitute for the services of such. All risks associated with the decision to buy such financial products shall be borne by the Association.
- (f) **Annual Budget and Variances.** No less than thirty (30) days before the end of the fiscal year, Agent shall submit to the Board's Treasurer a baseline budget for the ensuing fiscal year. The current fiscal year operating budget adopted by the Board shall serve as the supporting document for the schedule of assessments of the Owners for the new fiscal year. The budget shall constitute the major control under which Agent shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, taxes, fuel, license fees, insurance and other expenses not within the control of Agent, except as may be approved by the Board. Agent shall prepare a baseline budget and a final fiscal year operating budget at no additional charge. Agent shall not be responsible for variances between the budget and actual income or expenditures since the budget is an estimate to be used only as a guide and management tool. It is understood by Agent and the Association that the Association has final approval and is responsible for any omissions or revisions to its budget. The annual budget adopted by the Board, as well as this Agreement, shall be the conclusive authorization for Agent to cause routine maintenance of the Property to be performed. Agent shall advise the Board in appropriate detail of all such maintenance in the next monthly management report and as reflected in the monthly financial statement.

7. GENERAL ADMINISTRATION. Agent shall establish internal procedures to systematically respond to requests from the Board, Committees, and Owners, consistent with the obligations contained herein. Agent shall assist the Board in the following administrative matters:

- (a) **Computer Programs.** If Agent provides the computer program C3 or similar software for which Agent holds a license(s), implemented on-site and connected to Agent's computer network, such program shall remain the exclusive property of Agent at all times, and the Association will not take actions or introduce software or other features which may be deemed by Agent to jeopardize any part of Agent's computer network. The Association will confer with Agent before instituting any changes to the Association's network. The Association will not make changes that may cause Agent's software to be inoperable on the site or violate the security of the system or data, or cause Agent to incur additional expense to protect Agent's network, or may interfere with Agent's software requirements necessary to meet the requirements contained in this Agreement. If Agent's employees are required to respond to software or hardware issues at the Association's site that are found to be unrelated to the reliable functioning of Agent's software, an hourly charge in accordance with Exhibit A will be incurred.
- (b) **Required Filings and Reports by Agent.** Agent shall prepare for execution and filing by the Association:
 - (i) Resale certificates, as may be required by applicable law, following receipt of a written/electronic request together with the required fee plus postage and inspection for such. The Association acknowledges that it is responsible for the accuracy and validity of information provided to Agent in the preparation of the aforementioned and that the Association shall defend, indemnify and hold harmless Agent from any claims, losses or damages resulting from such;
 - (ii) Mortgage lender letters as may be required by mortgage firms, following receipt of a written/electronic request together with the required fee for such from the mortgage company or other responsible party; and
 - (iii) Other information, upon written/electronic request, associated with the sale, leasing, or financing of units/homes, as available and when requisite fees are paid.

8. AGENT'S EMPLOYEES. Agent spends significant amounts of time and money to hire and train its employees, subcontractors, partners, officers, and co-owners (collectively, "**Partners**"), and those Partners of its affiliates, for the operation of this and other associations. The Association derives and benefits from Agent's experience in managing and its hiring and training procedures.

Therefore, if, during the Placement Fee Period, defined below, the Association, either directly or through another management company or similar third party, hires, retains, or contracts, in any capacity, with a past or present Partner who worked directly or indirectly with the Association during the term of this Agreement, then the Association agrees to pay a Placement Fee, which shall be equal to the greater of (i) one (1) year of the Management Fee or (ii) six (6) months of the Partner's compensation from Agent. Both parties agree that the Placement Fee is a reasonable sum due to the extensive training and tradecrafts that Agent provides, as well as expectation of the continued income and allotment of resource.

For purposes of this provision, the Placement Fee Period shall be defined as the Initial Term of this Agreement, any and all subsequent Renewal Terms, and eighteen (18) months immediately following the earlier of (i) the termination of this Agreement for any reason, or (ii) the termination of the Partner's relationship with Agent and its affiliates. In no event shall the Association be obligated to pay the Placement Fee if it hires retains, or contracts with a party who was not a Partner of Agent or its affiliates during the eighteen (18) month period immediately preceding the termination of this Agreement.

9. ANNUAL AUDIT. The Association will have an annual audit performed at its own cost annually. Agent shall cooperate fully with the independent certified public accountant in the conduct of the annual audit, including making all records, books, and accounts available for their inspection and review, and any expense due to Agent by Association for the aforesaid services shall be as set forth in Exhibit A. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. The Association acknowledges that Agent cannot be responsible for any discrepancy of records that have been removed from Agent's office by the Association or its representatives prior to the conclusion of any audit.

10. INDEMNIFICATION. The Association, at its sole cost, agrees to indemnify, defend, and hold harmless Agent and its affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively, the "**Agent Indemnitee**") from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, "**Damages**"), incurred by any Agent Indemnitee related to or arising out of any and all claims or legal,

administrative, or regulatory actions and proceedings and subpoenas asserted or brought against such Agent Indemnatee in connection with (a) the performance of the obligations or responsibilities of Agent under the terms of this Agreement, (b) any action taken by any Agent Indemnatee pursuant to the express or implied direction of the Association, or any act or omission taken by any Agent Indemnatee reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Association, and (c) the operation, maintenance, physical condition, or ownership of the Property, or any alleged acts, omissions, or incidents occurring during or related to the management by Agent under this Agreement; provided, however, that the foregoing indemnification shall not extend, with respect to any Agent Indemnatee, to any Damages that are caused by such Agent Indemnatee's criminal acts, willful misconduct, gross negligence, or material breach of this Agreement by Agent. The Association's obligation to defend, indemnify, and hold harmless any Agent Indemnatee is subject to the condition that as to any particular event: (x) the Agent Indemnatee shall notify the Association in writing as soon as practicable after notice of any such claim is received, and (y) no Agent Indemnatee shall take any steps which could prejudice the defense thereof or otherwise prevent the Association from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against an Agent Indemnatee but not the Association, or legal ethical requirements would require separate counsel for an Agent Indemnatee to adequately protect its interests, the choice of such counsel shall be made by Agent, subject to the prior approval of the Association, which approval shall not be unreasonably withheld. The Association shall promptly pay the costs of such counsel. The provisions of this Section shall survive the termination of this Agreement.

11. INSURANCE. The Association will, at its sole cost and expense, maintain in full force and effect the following insurance coverages:

- (a) Comprehensive general liability coverage with limits of no less than \$1,000,000, and \$2,000,000 in the aggregate;
- (b) Umbrella or excess liability insurance with limits of no less than \$5,000,000 per occurrence and in the aggregate;
- (c) Directors and officers insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate;
- (d) Fire and extended coverage for all Association Property; and
- (e) Coverage for all claims related to the employment of employees, whether those of Agent or the Association.

The Association shall name Agent as an additional named insured on the Association's policies of comprehensive general liability, umbrella or excess liability, directors and officers, and employment-related insurance, and said insurance policies will cover Agent for any and all claims and losses indemnified by the Association pursuant to this Agreement. The Association shall provide Agent with insurance certificates identifying Agent as additional named insured showing the amount of coverage to be furnished to Agent.

The Association's general liability insurance coverage and umbrella or excess liability coverage shall be the primary insurance with respect to Agent and its officers, directors, and employees. Any insurance or self-insurance maintained by Agent shall be in excess of, and not contributing with, the Association's insurance.

If the Association fails to maintain insurance coverages as specified above, Agent, at its discretion and upon written notice to the Board, will be released from this Agreement, and the Association will pay Agent an early termination payment equal to three (3) months of the Management Fee.

12. TERMINATION. This Agreement may be terminated by:

- (a) Written notice of an intent not to renew not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the then current term of the Agreement;
- (b) Mutual written consent of Agent and the Association;
- (c) Delivery of written notice to the other party (the "**Defaulting Party**") in the event that the Defaulting Party has breached this Agreement, and the Defaulting Party's failure to cure or make diligent efforts to cure, within thirty (30) days after delivery to the Defaulting Party of such notice; or
- (d) Written notice from Agent to the Association in the event that there are insufficient operating funds to continue the operation of the Association, and continuation of such deficiency for a period of ten (10) days after such notice.

Any termination of this Agreement for any reason shall be effective on the last day of the month. Except for termination pursuant to Section 12(b) or termination pursuant to Section 12(c) where Agent is the Defaulting Party, the Association shall be responsible for all Base Fees and fees for Periodic Routine Services and Non-Routine Services through the end of the Initial Term or Renewal Term. All such fees shall be paid no later than five (5) business days prior to the termination date. Agent, in its sole discretion, shall have the right to suspend services under the terms of this Agreement after thirty (30) days of non-payment by the Association until such time as payment is received in full by Agent; however, such suspension of services shall not be deemed a termination of the Agreement.

13. TRANSITION. After receipt of a Notice of Termination, or sixty (60) days prior to the expiration of the Agreement should either party elect not to renew the Agreement, and except as otherwise mutually agreed by Agent and the Association, Agent shall:

- (a) Begin the process of transition to the party identified and authorized by the Board;
- (b) Be entitled to reimbursement of costs relating to turnover of records, such as expenses for file folders, boxes, labels, etc., necessary to transition the records in an orderly manner;
- (c) Unless otherwise instructed in writing, pay all invoices for which the Association is responsible which have been received by Agent as of the date of the last routinely scheduled disbursement prior to the last day of the term of the Agreement, except for any invoices in dispute. Agent shall not be responsible in any manner for sums due others by the Association. With respect to any invoices or outstanding sums due Agent which are in dispute, a separate escrow account equal to the amount of such invoices or outstanding sums may be established by Agent from the Association's funds in order to secure payment. As to any other invoices in dispute by the Association, the Association agrees to retain ultimate responsibility to the provider of such services or goods represented by such invoice. Additionally, the Association shall bear the costs of any legal action between itself and the vendor, should such occur, and the Association shall hold harmless and defend Agent from any such obligations. Upon discharge of all obligations as herein cited, any remainder in the escrow account shall become the property of the Association; and
- (d) Arrange, at the Association's expense, for the Association's accountant to conduct a transition audit immediately following the last day of the term of the Agreement. Agent agrees to assist the auditor at no additional expense to the Association, provided the audit is initiated within thirty (30) calendar days and concluded within sixty (60) calendar days of the term of the Agreement. Thereafter, Agent shall be entitled to compensation at the hourly rates stipulated in Exhibit A for such time as the auditor requires of Agent. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. Agent shall be provided with a full copy of the final audit provided to the Association.
- (e) Submit to the Association copies of any outstanding invoices due and owed by the Association to Agent. Agent then is authorized to effect automatic withdrawal of an amount equivalent to one (1) month's Management Fee, which will require no further action by the Board, from the Association's financial account to be held in escrow for disbursement against any of the aforesaid outstanding invoices. Once all outstanding invoices due and owed by the Association to Agent are paid in full, any outstanding balance of funds held in escrow shall be returned to the Association.

14. STATUS OF AGENT. All legally binding instruments shall be executed by the Board's President, Vice President or other authorized designee unless there is an emergency or unless Agent is specifically directed in writing or by Board resolution to execute such instruments on behalf of the Association, in which case only Agent's CEO is authorized by Agent to execute such instruments

15. AGENT'S RELATIONSHIP TO OTHER ENTITIES. As a benefit to its clients, Agent may engage in agreements with third-parties to help subsidize, reduce or eliminate costs normally incurred by the Association. Agent has various affiliations and business arrangements, including the following:

- (a) Exhibit B (as updated from time to time by supplemental disclosure, amendment or as published on Agent's website) contains a list of:
 - i. Certain entities ("**Affiliated Entities**"), as of the date of this Agreement, that may perform or deliver goods or services (other than management services) to the Association and with which Agent is affiliated.
 - ii. Certain financial institutions ("**Partner Institutions**") with which Agent has established partnerships intended to secure the provision of reliable and cost efficient banking services for Agent's client associations. Under depository services agreements with the Partner Institutions, in consideration for the maintenance of deposits by Agent's clients, the Partner Institution agrees to provide depository and commercial banking services to Agent's clients without charge and also

provides the Agent with cost remuneration for any additional account maintenance costs incurred by Agent (i.e. deposit processing, transaction reconciliations, exception processing, software integrations, etc.).

- (b) Agent or its affiliates may earn a profit as a result of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Association and/or its residents. Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or its affiliates is voluntary and is not in any manner required by the provisions of this Agreement.
- (c) Agent or its affiliates may receive fees from vendors in exchange for Agent's dissemination of marketing information about such vendors to Agent's managed associations (including the Association) and their residents.

The Association acknowledges the disclosure of the relationships, affiliations, and activities described above and agrees that such relationships, affiliations, and activities do not constitute a violation of this Agreement or a conflict of interest.

16. JURISDICTIONAL REQUIREMENTS. Agent shall take action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction over the Association. Agent shall not be obliged to take any action under the provisions of this Section in any event for which Board approval has been requested and not provided, nor whenever the Association is contesting or has affirmed its intent to contest any jurisdictional order or requirement. In the event Agent is so relieved of its obligations, the Association shall hold Agent harmless from and indemnify Agent against any and all consequences of such failure to comply.

17. NO WAIVER. Except as otherwise provided herein, no action or failure to act by either of the parties shall constitute a waiver of any right or duty according any of them under this Agreement, nor shall any such action or failure to act constitute a continuing waiver or an approval of any breach hereunder, except as may be specifically agreed in writing.

18. NO THIRD PARTY BENEFICIARIES. As stated herein, this Agreement is by and between the Association and Agent, and there are no third-party beneficiaries intended by the terms of this Agreement, and no such beneficiary status shall be implied to any individual or entity other than the Association. An individual or entity's status as a member of the Association or a resident of the Property shall not confer standing to enforce the terms of this Agreement.

19. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business or a transfer to an affiliated company. In the event of a sale, Agent shall be released from all liability hereunder upon the expressed assumption of such liability by its assignees.

20. CHOICE OF LAW. This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

21. SEVERABILITY. The invalidity in whole or in part of any provision(s) in this Agreement shall not affect the validity of the remaining portions or the application of such provisions in different circumstances.

22. NOTICES. All written notices required under the Agreement shall be in writing and mailed by Certified Mail, Return Receipt Requested, or by receipted hand delivery to the addresses provided at the end of the Agreement. Notice shall be effective upon delivery, except for notice of change of address which shall be effective upon receipt.

23. AMENDMENTS. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless in writing and signed by both a duly authorized representative of Agent and a duly authorized representative of the Association.

24. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties prior to this Agreement and contains the entire agreement of the parties. No oral or written statements whatsoever prior to the execution hereof shall be considered a part hereof

25. SIGNATURE. The manual signature of either party that is transmitted to the other party by facsimile or PDF shall be deemed for all purposes to be an original signature. Either party that delivers a signature page by facsimile or PDF agrees to deliver an original, manually-signed counterpart of such party's signature page to the party who requests it promptly after receipt of such request.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

ASSOCIATION: LANDMARK SQUARE CONDOMINIUM OAWNER'S ASSOCIATION, INC.

Signatory #1

Date: 11/05/2025

By:  eSigned by:
Mark Mahoney
11/05/2025 @ 01:04 UTC

Name: Mark Mahoney

Title: President

Address: 832 N6th Street
Sheboygan, Wisconsin

Signatory #2

Date: 11/05/2025

By:  eSigned by:
Jeffrey Bemis
11/05/2025 @ 03:13 UTC

Name: Jeffrey Bemis

Title: Treasurer

Address: 832 N6th Street
Sheboygan Wisconsin

AGENT: HUNT MANAGEMENT INCORPORATED

Date: 11/05/2025

By:  eSigned by:
Jeffrey S. Hunt
11/05/2025 @ 15:38 UTC

Name: Jeffrey S. Hunt

Title: President

Address: 10520 n. Baehr Road, Suite Q. Mequon, WI 53092



2026 Hunt Management Standard Exhibits A & B

Exhibit A

(10/30/2025)

Itemized Charges for Administrative Ancillary Expenses and
Periodic Routine Services

**ASSOCIATION: Landmark Square Condominium Owner's
Association, Inc.**

Item	Charge
New Client Set Up Fee	\$10.00 per home / \$350.00 minimum / (Financial Management) \$10.00 per home / \$1,600.00 minimum / (Full Service)
Electronic Data Storage (Statute 703.20 Compliance)	\$26.00/ month
Records Storage	\$6.00 per box per month
Black & White Copy / Scanned Document	\$0.25 per page
Color Copy	\$1.00 per page
Fax Transmission	\$1.00 per page
Envelope (various sizes and types)	\$0.30 each - \$1.00 each
Label (Various Sizes)	\$3.00 each sheet (min.)
Postage	Direct Cost / Metered Rate
Returned Mail Processing	\$3.50 each
Certified Mail Processing	\$5.00 each plus postage
Community Mailings (folding, stuffing, etc.)	\$0.30 per piece plus supplies
Manual Check Deposit (Recommend ACH or Lock Box)	\$3.00 each
Coupon Booklets	\$10.00 per booklet
Delinquent Account Processing (Statement / Demand Letter)	\$1.00 per letter
Delinquent Account Monitoring Attorney Action	\$10.00 / month / Unit
Billing Statement (specialized)	\$3.50 per statement plus postage
E-Statement	\$1.00 per statement
Violation Inspection	Hourly Rate
Violation Letter Preparation	\$5.00 per letter plus costs
TownSq Architectural Control Application Processing	\$20.00 / per application
Other Office Supplies Cost	At Cost
1099 / 1096 Forms (required for all non-incorporated vendors who invoice the association more than \$600 in a calendar year)	\$35.00 set up, \$15.00 per each
Use of Agent's Credit Card For Purchases (optional service)	3% of Charge
Termination Off Boarding Fee (was not included with the 2026 updated version sent?)	\$10.00 per home / \$350.00 minimum / (Financial Management) \$10.00 per home / \$1,600.00 minimum / (Full Service)

Alternative Services	
Loan Placement Fee (negotiation/securing loan) for	1% of loan if utilized (Waived if ACA loan)
Project Administration Fee (Capital Projects > \$10,000)	1% of Project Cost over \$10,000
Insurance Claim Administration Fee	5% of Claim Amount
Meeting Attendance	\$100.00 per hour per person if exceeds contract
CAM Hourly Rate	\$100.00 per hour if exceeds contract obligations
Manger After Hours Call	\$25.00 / Call
Administrative Hourly Rate	\$60.00 per hour if exceeds contract limit
Maintenance Tech Rate (optional service)	\$65.00 per hour
Corporate Transparency Act Compliance	\$295.00 / year + \$100.00 per update out of cycle
Rental Registration Program Association would need to adopt a resolution to utilize the program.	Market Rate Fee is paid by Unit Owner when renting Unit.

Payroll Processing & Benefits Administration & Employee Screening	
<u>Payroll Processing—Onsite Personnel – If Applicable</u> Includes 941 tax filings, regulatory filings & W-2's, federal and state taxes, workers' compensation insurance, payroll processing expense, Cobra administration and other governmental reporting requirements and related overhead costs and liability insurance.	Total Cost Plus 10% - On Site Hunt Personnel Total Cost Plus 10% - Association Personnel
<u>Benefits Administration— Onsite Personnel – If Applicable</u> All full-time employees (40 hours/week) are entitled to a group medical and life insurance program which goes into effect on the first day of the month following 30 days of employment.	\$600.00 per month for all full-time billable onsite Personnel
<u>Health Savings Account Contribution – Onsite Personnel</u> Certain medical plans offered by Associa come with a Health Savings Account. Contributions are made Semi-annually in January and July of each year. <i>(was not included with the 2026 updated version sent?)</i>	\$250.00 per contribution per employee
<u>Employee Screening Costs— Onsite Personnel</u> County and state criminal background, drug screen, motor vehicle report, social security report, etc. <i>(was not included with the 2026 updated version sent?)</i>	Direct cost
Special Services	

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this document are subject to reasonable change, from time to time, without prior notice. However, Agent may provide a courtesy notification via regular mail, facsimile or e-mail to the Board President or the Liaison.

Association: Landmark Square Condominium Owner's Association, Inc. Date: 11/05/2025

By:  11/05/2025 @ 01:04 UTC Name: Mark Mahoney

Agent: Hunt Management Incorporated Date: 11/05/2025

By:  11/05/2025 @ 15:38 UTC Name: Jeffrey S. Hunt

Confidential and Proprietary



Exhibit B

Affiliated Entities

Advanced Technology Group, Inc.
Amtek Engineering Services, LLC
Architectural Review Corporation
Associa Abstract Services, Inc.
Associa Advantage, Inc.
Associa Client Shared Services Center, Inc.
Associa Community Watch
Associa Developer Services, Inc.
Associa Digital Services, Inc.
Associa Financial Solutions, Inc.
Associa Green
Associa OnCall
Association Capital Advisors
Associations Insurance Agency, Inc.
Avid Xchange, Inc
Comdata
Coming Home Media Group
Community Archives, Inc
Community Policyholders
HOA Collection Services, Inc.
HOAM Ventures, Inc.
Ink Print + Mail
Lincoln Hancock Restoration, LLC
Lincoln Hancock Restoration, LP
Optimal Outsource, Inc.
Platinum Title Services, LLC
RHOME
TownSq
Urjanet

Partner Institutions

Alliance Association Bank
Bank of California
Bank United
Capital One National Association
Cerity Partners, LLC
CIT Bank
City National Bank
Enterprise Bank & Trust
Farther Finance
First Associations Bank
Harmony Bank
New First Bank
Mutual of Omaha Bank
Pacific Premier Bank
Union Bank
Webster Bank

*This Exhibit B shall be updated from time to time by supplemental disclosure, amendment or as published on Agent's website and shall be deemed to include such updates.

Association: Landmark Square Condominium Owner's Association, Inc. Date: 11/05/2025

By:  11/05/2025 @ 01:04 UTC Name: Mark Mahoney

Agent: Hunt Management Incorporated Date: 11/05/2025

By:  11/05/2025 @ 15:38 UTC Name: Jeffrey S. Hunt

RENEWAL OF CONDOMINIUM ASSOCIATION MANAGEMENT AGREEMENT

This renewal of THE CONDOMINIUM ASSOCIATION MANAGEMENT AGREEMENT (the "Agreement"), and the FIRST AMENDMENT TO THE CONDOMINIUM ASSOCIATION MANAGEMENT AGREEMENT, is effective this 1st day of July 2025, by and between NORTH SHORE PROPERTY MANAGEMENT, INC. ("North Shore"), a Wisconsin corporation, and LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC. (the "Association"), a Wisconsin corporation, which is acting on behalf of the property known as Landmark Square Condominiums (the "Condominiums").

The Term of this Agreement is extended for an additional one (1) year, ending on June 30, 2026. ("Extension"). Beginning on the effective date of this Extension, the fees described in paragraphs 2 and 17 will be increased by 3%.

North Shore shall issue an invoice to the Association by the 23rd day of the month in which management services are being performed. Payment for that month's services is due on or before the 1st day of the immediately following month. For example, services performed in July will be invoiced by July 23rd and must be paid on or before August 1st. If the 1st day of the month falls on a weekend or holiday, payment is due on the next business day.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set out above.

NORTH SHORE PROPERTY MANAGEMENT, INC.

Sign:  eSigned by: Cory Even
07/24/2025 @ 16:31 UTC
Print: Cory Even
Its: President
Date: 07/24/2025

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC.

Sign:  eSigned by: Mark Mahoney
07/08/2025 @ 02:16 UTC
Print: Mark Mahoney
Its: President
Date: 07/08/2025

Signature Certificate

Document completed by all parties on 07/24/2025 @ 12:31 EDT

Document ID: 686bd13ccdbf11001ef0789c

Sender information

Sent On: 07/07/2025 @ 09:52 EDT
Timezone: Eastern Daylight Time
Sender: Abbey Even Indmrksitemgr832@gmail.com
Sender IP: 166.182.251.210

Signer

Signature



Cory Even
ckrec2000@gmail.com

Received: 07/07/2025 @ 09:53 EDT
Viewed: 07/24/2025 @ 12:29 EDT
Signed: 07/24/2025 @ 12:31 EDT

Cory Even

IP: 71.94.108.46
Location: Sheboygan, WI, United States



Mark Mahoney
mark51153@gmail.com

Received: 07/07/2025 @ 09:53 EDT
Viewed: 07/07/2025 @ 22:15 EDT
Signed: 07/07/2025 @ 22:16 EDT

Mark Mahoney

IP: 205.164.98.52
Location: Galesburg, IL, United States



LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION

DISCLOSURE MATERIALS

SECTION F

BUDGET

	2025 Total - Projected	2026 Focasted Budget
Income		
Activity Fee	4,200.00	\$ 4,200.00
Cable Revenue	33,607.50	\$ 33,600.00
Condo Fees Income	275,520.00	\$ 284,760.00
Exercise Income	1,716.00	\$ -
Miscellaneous Income	4,678.41	\$ 3,900.00
Parking Income	2,332.50	\$ 1,680.00
Total Income	322,054.41	\$ 328,140.00
Expense		
Activity Fee Expense		
Exercise Expense	1,761.00	\$ 1,750.00
Activity Fee Expense - Other	1,524.48	\$ 4,200.00
Total Activity Fee Expense	3,285.48	\$ 5,950.00
Bank Fees	803.54	\$ 500.00
Book Keeping Services	14,625.00	\$ 10,000.00
Building & Grounds Maintenance	26,760.18	\$ 38,000.00
Cable & Internet Expense	38,120.64	\$ 36,016.32
Northshore	84,630.00	\$ 86,520.00
Dues & Subscriptions	195.74	\$ 200.00
Insurance	58,208.88	\$ 57,000.00
Lawn / Snow Expenses	13,627.50	\$ 15,000.00
Miscellaneous Expense	0.00	\$ 500.00
Office Supplies	2,804.10	\$ 3,000.00
Property Taxes	0.00	\$ 3,000.00
Purchased Services	16,348.55	\$ 18,000.00
Supplies & Materials	3,169.89	\$ 3,200.00
Taxes	258.00	\$ 500.00
Utilities	43,525.35	\$ 47,000.00
Website Support - Website	0.00	\$ 1,000.00
Tenant Portal		\$ 2,000.00
Total Expense	\$ 306,362.85	\$ 327,386.32
Total Expenses	\$ 327,386.32	
Cable Income	\$ (33,600.00)	
Activity Fee	\$ (4,200.00)	
	\$ 289,586.32	
	\$ 343.00	Monthly per Unit

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

Rules and Regulations

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RULES AND REGULATIONS OF THE ASSOCIATION

The following rules and regulations are adopted by the Board of Directors of Landmark Square Condominium Owner's Association, Inc. for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

- 1.01 Applicability to All Residents** — All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.
- 1.02 Definitions** — All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Landmark Square Condominium (the "Declaration").
- 1.03 Keys and Locks** — The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.
- 1.04 Winter Heating** — Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

ARTICLE II

APPEARANCE

- 2.01 Signs** — No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.
- 2.02 Hanging of Garments and Window Coverings** — The original window coverings (louvered blinds) shall not be removed or replaced by the unit owner. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.
- 2.03 Protrusions** — No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.
- 2.04 Antennae** — To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.
- 2.05 Laundry** — No laundry is to be hung on the balcony or in windows for any reason.
- 2.06 Limited Common Elements** — All areas which are open to public view shall be kept in a neat and orderly condition — limited to six (6) items outside the unit door, within recessed area.

2.07 Smoking -- Smoking is prohibited in the common elements, including the limited common elements. If a unit owner or his guests and/or tenant smoke in the unit a "smoke eater" or similar unit to vent smoke to the outside must be installed, used and be operable in the unit.

ARTICLE III

USE RESTRICTIONS

3.01 Pet Policy -- Residents who own a pet, a well-mannered dog, less than 25 lbs. (but not including a Doberman, Pit Bull, Rottweiler, or Standard Poodle) or a cat, at the time of contracting to purchase a unit, will be permitted to bring one kept with them into the building. When the pet either dies, or no longer lives in the unit, the Unit Owner may not replace the pet. A refundable pet damage deposit of Five Hundred and 00/100ths (\$500.00) Dollars is required to be paid to the Association at the time of occupancy of the unit. Pet owners must agree in writing to comply with these regulations concerning the behavior and activity of their pets. For purposes of this Article and Section, the term "pet" shall not include service or assistance animals.

- a. Dogs and cats must be licensed by the City of Sheboygan.
- b. Walk pet only in special/designated areas.
- c. Keep pet leashed when out of the Unit.
- d. Pick up all droppings
- e. Agree to the decision of the Condominium Association or its Site Coordinator regarding complaints about the pet.
- f. Make provisions with a local kennel to board the pet when absent from the premises.
- g. No pets shall be bred or raised in any of the Units or Common Elements.
- h. Pets must be housebroken. Damage caused by a pet, either accidentally or by owner neglect, shall be assessed and be cause for withdrawal of the Pet Permit.
- i. A limited number of small birds and/or fish in reasonable numbers are also acceptable.
- j. Residents who own pets must sign a Pet Registration Permit. A copy of this Permit is attached as Exhibit A to these rules.
- k. No dogs shall be left unattended overnight.

3.02 Damage to Common Elements - Damages to the Common Elements is governed by Article VIII of the Declaration.

3.03 Maintenance of the Unit -- All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04 Maintenance of Common Elements -- Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05 Nuisances -- No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.06 Storage -- The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or locate ordinance may be stored in any Unit, the Unit's

limited common elements, or the common elements of the condominium. No materials prohibited by law or local ordinance may be stored on the condominium property.

3.07 Landscaping – Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association. No hanging plants, bird houses, bird feeders, or bird baths are allowed on balconies or on the patio. All plants on balconies must be potted and placed on the floor.

ARTICLE IV VEHICLE RESTRICTIONS

4.01 Parking – Unit Owners shall not be permitted to park their vehicles in any space other than their assigned spaces. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages.

Notwithstanding the preceding paragraph, in order for the Condominium to comply with all applicable laws, rules and regulations, the Board of Directors hereby creates the following procedure by which a disabled-accessible parking stall may be exchanged with the parking stall of the disabled unit owner in the event that a disabled person acquires a unit that does not have a disabled-accessible parking stall assigned to it. All unit owners shall be required to comply with the terms, conditions and procedures set forth herein with respect to the exchange procedure for disabled-accessible parking stall. By way of example, assume that a unit is acquired by a disabled person and such person is in need of the use of a disabled-accessible parking stall. In that event, a non-disabled unit owner assigned the disabled-accessible parking stall shall be required to immediately exchange the disabled-accessible parking stall with a parking stall of the disabled unit owner. Such exchanges are not permanent and may be subject to re-assignment to provide disabled-accessible parking for those with disabilities.

4.02 Service and Recreational Vehicles – Parking of service and recreational vehicles, including, but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area.

4.03 Bikes/Recreational Equipment – Unit Owners shall keep bikes and other recreational equipment in their Unit or in the bike racks provided, but not stored on the Common Elements (inside and outside) the building.

ARTICLE V RENTAL RESTRICTIONS

5.01 Unit Owners may lease their unit, utilizing the lease provided for in the disclosure materials, or any other lease subsequently approved by the condominium Association provided however, that a Unit Owner may not lease a unit more than twice in a year, and also provided that the copy of each lease is provided to the Condominium Association or its Site Coordinator.

5.02 Rental of Parking Stalls – A Unit Owner may rent a parking stall assigned to the Unit Owner, and the Association may rent parking stalls not assigned to Unit Owners, provided however, that all such rentals must be to a Unit Owner and/or a tenant of a Unit Owner. These rentals may be in writing but are not required to be in writing.

ARTICLE VI
ASSOCIATION RIGHT OF ENTRY

6.01 By taking title to a Unit, a Unit Owner agrees to permit representatives of the Association, or the Association's Site Coordinator, or the Association's Contractors, entry into a unit for purposes of maintaining mechanical systems, in the event of a casualty or emergency, or for performing any other act that may be authorized by the Condominium documents.

ARTICLE VII
FINES

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the By-laws, or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit Owner in violation of the Declaration, the By-laws, or these Rules and Regulations, a fine against such Unit Owner according to the following schedule:

- a. For the first offense in a given twelve-month period -- \$25.00.
- b. For the second offense in a given twelve-month period -- \$50.00.
- c. For the third offense in a given twelve-month period -- \$100.00.

Fines are to be paid immediately to the Association. Any fine not paid within ten (10) days after billing therefor by the Association shall accrue interest at the rate of one (1%) percent per month, or twelve (12%) percent per annum. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

ARTICLE VIII
DELEGATION

The Board of Directors may delegate to the Condominium Site Coordinator, the responsibility for the administration and enforcement of the rules set forth herein, and in the By-laws.

ARTICLE IX
AMENDMENTS

9.01 Additional rules, amendments to existing rules or additional rules, may be adopted by the Association in the same manner and, using the same percentage vote as would be required to amend the by-laws of the condominium.

9.02 The Board of Directors, acting on its own, may adopt emergency rules or regulations as the Board of Directors deems necessary, but rules adopted pursuant to this special power granted to the Board of Directors, shall be reviewable at the next regular or special meeting of the Condominium Association, and may be adopted, amended or rejected by the Association.

Dated this 23rd day of July, 2020.

MSM

LANDMARK SQUARE CONDOMINIUM
OWNER'S ASSOCIATION, INC.

By: James Holmes
President

By: David Anderson

By: Frank Kohls

By: Eugene F. Hodson

By: Chuck Ebert

LANDMARK SQUARE



Landmark Square Condominium Owner's Association, Inc.
832 N. 6th Street, Sheboygan, Wisconsin 53081

EXHIBIT A PET REGISTRATION – PERMIT

This is to request written permission to keep the following pet in my apartment unit
as a resident of **Landmark Square**.

Name of Animal

Type/Breed of Animal

License Number

My alternate pet custodian is:

Name _____

Address _____

Phone _____

I fully understand the rules and regulations regarding the privilege of keeping a pet and agree to
abide by those rules and regulations.

(Signature of Resident)

(Date)

(Signature of Staff)

(Date)



Landmark Square Emergency Contact and Medical Information

Name

Unit #

Phone #

Birthdate

Doctor's Phone #

Hospital/Clinic Preference

Emergency Contacts

Primary Contact

Secondary Emergency Contact

Home Phone

Work Phone

Home Phone

Work Phone

Address

Address

City, ST ZIP Code

City, ST ZIP Code

e-mail address

e-mail address

Landmark Owner's Signature

Date

Please return to Indmrksitemgr832@gmail.com when completed



A Community Presence

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION

REGISTRATION FORM

DATE

UNIT ADDRESS _____

IS UNIT: OWNER OCCUPIED _____ VACANT _____ OTHER _____

OWNER: NAME (S) _____

ADDRESS _____

PHONE # (HM) _____ (CELL) _____ (CELL) _____

PHONE #'S (WK) _____ (WK) _____ () _____

E-MAIL ADDRESS(S) _____ / _____

EMERGENCY CONTACT _____ PHONE _____

KEYHOLDER _____ PHONE #'S _____ OR _____

MORTGAGE CO. _____ PURCHASE DATE _____

INSURANCE CO. _____

TENANT: NAME (S) _____

PHONE #'S (HM) _____ (WK) _____ (WK) _____

EMERGENCY CONTACT _____ PHONE _____

OCCUPANCY DATE _____

PLEASE LIST THE VEHICLES YOU OR YOUR TENANT (S) ARE PARKING AT LANDMARK SQUARE:

MAKE _____ YEAR _____ COLOR _____ LICENSE # _____

MAKE _____ YEAR _____ COLOR _____ LICENSE # _____

NAMES OF ALL PEOPLE IN RESIDENCE, INCLUDING CHILDREN _____

PETS IN RESIDENCE (NUMBER, TYPE, SIZE, WEIGHT, COLOR) _____

GENERAL COMMENTS OR CONCERNS: _____



A Community Presence

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

**Landmark Square Condominium Owner's Association
C/o Hunt Management Incorporated, AAMC**

I (we) hereby authorize Hunt Management Incorporated for Landmark Square Condominium Owner's Association hereinafter called Company to initiate debit entries to my (our) checking account indicated below at the Financial Institution named below, to debit the same to such account. Such debit entries shall be limited to all duly levied assessments.

Start Date: Month & Year: _____

Financial Institution Name: _____

Routing Number: _____ **Account Number:** _____

This authorization is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Financial Institution a reasonable opportunity to act on it.

Owner Name(s): _____

Unit Address: _____

Owner 1: Date: _____ **Signed:** _____

Owner 2: Date: _____ **Signed:** _____

*****Please return this form and a voided check by the 20th of the month to be debited for the next month. Assessments are automatically debited on the 5th of each month.*****

WISCONSIN RESIDENTIAL RENTAL AGREEMENT

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

TENANT: (adults and children)

PREMISES: Building Address

(street)

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

Apartment/room/unit:

Other:

Included furnishings/appliances: refrigerator, range, oven
other (list or attach addendum):

RENT: Rent of \$ for Premises and \$ for other (specify) is due on the day of each month and is payable at .

If rent is received after the Tenant shall pay a late fee of \$.

Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. **All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.** Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Other Landlord or Tenant obligations: Per WI Chapter 703.315, Leases must comply with the Association's Declaration, Bylaws, & Rules. Any leasing deposits or fees owed to the Association will be paid by the Owner of the Unit. Funds will be used for the benefit of the Owner of the Unit and/or the Association, as interest may appear.

SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ to be held by Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. The reasonable cost of repair for waste, neglect, or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Tenant is hereby notified that Tenant may do any of the following within 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 list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether 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 received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. If Landlord provides Tenant with an Inspection Checklist and Tenant fails to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

TIME IS OF THE ESSENCE as to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement 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 Agreement or by law, and . (strike any parts not applicable). *Time is of the essence* means that a deadline must be strictly followed.

Special Provisions:

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

RENTAL DOCUMENTS: Landlord has provided Tenant a copy of this Agreement and any rules relating to the Premises as well as any nonstandard rental provisions prior to the signing of this Agreement, and before any earnest money or security deposit was accepted. Landlord shall give Tenant a copy of this Agreement, any rules relating to the Premises, and nonstandard rental provisions when this Agreement is signed by Tenant. Landlord shall give Tenant Inspection Checklist, keys, and , on or before commencement of this Agreement.

NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.

CO-SIGNER / GUARANTOR

In consideration of Landlord renting the Premises, to Tenant, the undersigned guarantees payment of all amounts due under this Agreement and performance of all covenants. This Guarantee is irrevocable and is not affected by modification or extension of this Agreement.

Signature: (date)

(address)

Signature: (date)

(address)

LANDLORD:

Agent for service of process (name) (phone) (address) (city, village, town) (state) (zip)

Agent for maintenance, management (name) (phone) (street) (city, village, town) (state) (zip)

Agent for collection of rents (name) (phone) (street) (city, village, town) (state) (zip)

TERM: (Strike either (a) or (b))

(a) Month to month beginning on , ; or

(b) For a term of months/beginning on , and continuing to , .

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:

LANDLORD/AGENT

Signature: (date)

TENANT

Signature: (date)

Signature: (date)

Signature: (date)

Signature: (date)

TENANT'S NOTICE TO VACATE: Rental Agreement for Term - Tenant must provide Landlord with written notice at least two (2) full calendar months or sixty (60) days, whichever is greater, prior to the ending of the rental term. The notice shall inform Landlord whether Tenant intends to vacate the Premises at the end of the term or enter into a new agreement. An Agreement for term may only be terminated at the end of the term. Month to Month Tenancy - Tenant must provide Landlord with written notice at least one (1) full calendar month or thirty (30) days, whichever is greater, prior to ending a month to month tenancy. A month to month 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 each calendar month.

CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

POSSESSION AND ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in 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 under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, 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, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

PERSONAL PROPERTY: Any personal property left at the Premises after Tenant has vacated will be considered to have no value and will be disposed of accordingly, unless Tenant notifies Landlord in writing, and prior to vacating, that the property is not abandoned.

USE OF PREMISES AND GUESTS: Tenant shall use the Premises for residential purposes only. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants, (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in 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 the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

MAINTENANCE: Pursuant to sec. 704.07, Wis. Stats., Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under 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 Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the 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 appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat 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.

RULES: Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No 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 rules have been given to Tenant at the time of application and at the time of the signing of this Agreement.

BREACH AND TERMINATION: Failure of either party to comply substantially with any material provision is a breach of this Agreement. 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 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 Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without 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 breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant commits a similar breach, this lease may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any term. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including secs. 704.07(4) and 704.45, Wis. Stats., and Wisconsin Administrative Code Chapter ATCP 134.

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

RENT: All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement is to be considered and defined as "rent."

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

DAMAGE BY CASUALTY: If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair the damages as soon as reasonably possible.

REPAIRS: Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised 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 of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

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

EXTERMINATION COSTS: Tenant will be responsible for any and all costs of extermination or removal of any insects, pests, or rodents that are found on the Premises and which are a result of the tenant's acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste from the Premises, and/or Tenant's improper use of the Premises.

RENTERS INSURANCE RECOMMENDED: Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance 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/or the Landlord.

CONTINUATION OF AGREEMENT: If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy unless other arrangements have been made in writing.

ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

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

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE

**STATUTORY RESERVE ACCOUNT STATEMENT
FOR LANDMARK SQUARE CONDOMINIUM**

THE DECLARANT herein, Sheboygan Senior Community, Inc. 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 1st day of February, 2008.

Sheboygan Senior Community, Inc.

By: /s/ Jeffrey T. Mohr
Jeffrey T. Mohr, President

By: /s/ Michael Molepske
Michael Molepske, Secretary/Treasurer

STATE OF WISCONSIN)
: SS
SHEBOYGAN COUNTY)

Personally came before me, this 1st day of February, 2008, Jeffrey T. Mohr, President and Michael Molepske, Secretary/Treasurer of the above named Sheboygan Senior Community, Inc., to me known to be the persons who executed the foregoing instrument as such officers of said Corporation.

/s/ John N. Gunderson
John N. Gunderson
Notary Public, Sheboygan County, WI
My Commission Is Permanent.

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