

ELEVENTH AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OWNERSHIP

TUCKAWAY SHORES CONDOMINIUMS

Record this document with the
Register of Deeds

Name and Return Address:
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Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY: LYDIA
J. CHARTRE

DECLARATION OF CONDOMINIUM OWNERSHIP
TUCKAWAY SHORES CONDOMINIUMS
South 76th Street at West Forest Hill Avenue
Franklin, Wisconsin

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Comment [CS1]: TOC will be updated when document finalized.

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**ELEVENTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP FOR**

TUCKAWAY SHORES CONDOMINIUMS

~~THIS DECLARATION~~, made this ~~1st~~ day of September, 1982, by ~~Tuckaway Shores Condominiums~~, a joint venture, hereinafter referred to as the “~~DECLARANT~~”, Tuckaway Shores Condominiums (the “Condominium”) was created by a Declaration of Condominium, recorded on September 8, 1982 with the Register of Deeds for Milwaukee County as Document No. 5562578, as amended by a Corrective Instrument on September 22, 1982 as Document No. 5565098, as further amended by a Second Correction on January 13, 1984 as Document No. 5685660, as further amended on January 13, 1984 as Document No. 5685661, as further amended on March 1, 1984 as Document No. 5697005, as further amended on July 12, 1985 as Document No. 5826400, as further amended on January 7, 1986 as Document No. 5878278, as further amended on November 19, 1986 as Document No. 5988920, as further amended on October 5, 1988 as Document No. 6215256, as further amended on March 27, 1989 as Document No. 6262877, and as further amended on October 4, 1989 as Document No. 6317528 (as amended, the “Declaration”).

WITNESSETH

~~WHEREAS~~, the DECLARANT is the owner in fee simple of certain real estate hereinafter described, in the City of Franklin, Milwaukee County, Wisconsin; and

~~WHEREAS~~, the DECLARANT intends to construct upon said real estate various buildings, at various locations, in various stages, such that there may be as many as 176 residential single family units, together with improvements, which may include a lake, landscaped areas, swimming areas, driveways, and such other areas, fixtures, equipment and other facilities related thereto or used in connection therewith, and any subsurface or surface improvements consisting of sanitary sewer, storm sewer, water, electric, telephone and other facilities.

~~WHEREAS~~, the DECLARANT intends to and does hereby submit said real estate, and all improvements which shall be constructed thereon, subsequent to this date, and all rights and privileges relating thereto, to the provisions of the Wisconsin Condominium Ownership Act,

Chapter 703, Wisconsin Statutes (hereinafter referred to as the “Act”), and the DECLARANT further reserves the right to submit additional real estate to the Act and this Declaration;

~~WHEREAS, it is the intent of the DECLARANT to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DECLARANT and all future owners or occupants of any portion of said real estate, and any unit or units thereon, and to provide for the proper and harmonious use of the property and all the units; and~~

~~WHEREAS, it is the intent of the DECLARANT that all individual unit owners, mortgagees, occupants and any other individuals who acquire an interest in said real estate, shall at all times enjoy the benefits of and hold their interests subject to the rights, conditions, restrictions, covenants and easements set forth in this Declaration, all of which have been established to enhance and promote the desirability and attractiveness of said real estate together with the condominium concept hereinafter set forth.~~

~~NOW, THEREFORE, the DECLARANT, as the title holder of the real estate referred to above, and which is described at greater length hereinafter, **DECLARES AS FOLLOWS:**~~
WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to Tuckaway Shores Homeowners Association, Inc. (the “Association”), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the “Property”) subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the “Act”), hereby amends and restates its Declaration as follows.

ARTICLE I

DEFINITIONS AND

LEGAL DESCRIPTION OF REAL ESTATE

Section 1. **LEGAL DESCRIPTION OF LAND:** The real estate which ~~is hereby~~has been submitted and subjected to the provisions of the Condominium Act, Chapter 703, Wisconsin Statutes, is legally described as set forth on Exhibit A attached hereto. ~~follows:~~

~~All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of franklin, Milwaukee County, Wisconsin, described as follows:~~

~~Lot 2 of Tuckaway Shores Condominiums, a subdivision recorded as Document No. 5536079 in the Register’s Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28. (containing 25,255 square feet or 0.5798 acres of land)~~

~~Also that part of Lot 1 of said TUCKAWAY SHORES CONDOMINIUMS bounded and described as follows: Beginning at the Northwest corner of said Lot 1; thence South 00 degrees, 32' 43" East, 153.35 feet along the Westerly line of said Lot 1; thence Southwesterly, 103.34 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 45 degrees 32' 43", having a radius of 130.00 feet and having a chord of 100.64 feet which bears South 22 degrees 13' 38.5" West; thence South 45 degrees 00' 00" West, 252.81 feet along said Westerly line; thence Southwesterly, 31.60 feet along said Westerly line and along the arc of a curve having the center of the circle of~~

~~which said arc is a part lying to the Northwest, having a central angle of 04 degrees 38' 31", having a radius of 390.00 feet and having a chord of 31.59 feet which bears South 47 degrees 19' 15.511 West, to the Southerly line of said Lot 1; thence South 40 degrees 21' 29" East, 99.13 feet along said Southerly line; thence North 45 degrees 00' 00" East, 257.52 feet; thence North 72 degrees 00' 00" East, 48.00 feet along a line (and the Easterly extension thereof) which is 10.00 feet from (as measured along a line with a bearing of South 18 degrees 00' 00" East) the center of an existing sanitary manhole; thence North 88 degrees 41' 24" East, 36.00 feet; thence North 37 degrees 45' 00" East, 142.00 feet; thence North 01 degree 18' 36" West, 25.00 feet; thence North 36 degrees 14' 50" East, 63.61 feet; thence North 88 degrees 41' 24" East, 210.00; thence North 01 degree 18' 36" West, 140.74 feet to the North line of said Lot 1; thence South 88 degrees 41' 24" West, 420.14 feet along said North line to the point of beginning. (containing 177,271 square feet or 2.6922 acres of land).~~

Said real estate and all improvements thereon and appurtenances thereto shall be known as
TUCKAWAY SHORES CONDOMINIUMS.

~~The DECLARANT shall have the exclusive right to submit and subject an additional parcel or parcels of real estate to the Condominium Ownership Act, this Declaration and all of its restrictions. The real estate which the DECLARANT reserves the right to submit and subject as additional parcel or parcels of real estate to this Condominium Ownership Act are more particularly described in Exhibits A and B attached hereto and made a part hereof.~~

Section 2. ~~The address to the entire real estate has not been assigned by the City, but is known as the Southwest corner of real estate, at the intersection of South 76th Street and West forest Hill Avenue, in the City of franklin, Milwaukee County, State of Wisconsin. The Declarant~~

~~intends to construct 22 units in Phase One, which shall have addresses. These addresses shall identify each unit, The units shall be located in buildings which shall be identified by numbered “piers”. As an example, Pier Two, shall contain units having addresses 8322 South Tuckaway Shore Drive through 8336 South Tuckaway Shore Drive. The units contemplated constructed in Phase One, are more accurately shown on Exhibit C attached hereto, showing the various addresses, and which Pier these units will be located in, The Association, until the operation of said Association is transferred to the Unit Owners, shall have as its mailing address, 2719 South 60th Street, Milwaukee, Wisconsin 53219.~~

Section 2. **DEFINITIONS.**

a. “Association” shall mean and refer to TUCKAWAY SHORES HOMEOWNERS ASSOCIATION, INC., a corporation formed as a non-~~stock~~profit corporation, ~~with stock~~, pursuant to Chapter 181, Wisconsin Statutes, or its successors and assigns.

b. “Owner” shall mean and refer to the record owner, whether singular or plural, persons or entities, of a fee simple title to a unit. This shall not be deemed to include any person or entity who may hold such interest as a security for the performance of an obligation.

c. “Unit” shall mean that portion of the property which is subjected to this Declaration, consisting of a portion of a residential building constructed on the aforementioned real estate, having a separate entrance, with enclosed rooms or areas contained in said building, more particularly described hereinafter, and more particularly set forth on the floor plans included with the Condominium Plat, as amended~~attached hereto as Exhibits E through R.~~

d. “Unit Number” shall mean the number assigned as the mailing address for a particular unit.

e. “Common Elements” shall mean, unless otherwise more specifically provided, the common areas and facilities consisting of the real estate described above and the improvements thereon, excepting therefrom the units, limited common elements, and any improvements or installations for or by public utilities, or other community services, including but not limited to possible cable television service.

f. “Limited Common Elements” shall be those common elements which are identified hereinafter, which are specifically reserved for the exclusive use of one or more owners, but in no event, for all of the unit owners.

g. ~~“Declarant” shall mean THE TUCKAWAY SHORES CONDOMINIUMS, a joint venture.~~

g. “Mortgage” shall mean any mortgage or other security instrument which creates a lien on a unit, or any part thereof.

h. “Mortgagee” shall mean any person named as a mortgagee under any mortgage in which the interests of any owner are encumbered,

i. “Majority” shall mean that group of unit owners whose votes, when added together, exceed, 50% of the total votes entitled to be voted, who are represented in person, [electronically](#), or by proxy.

j. “Person” shall mean an individual, corporation, partnership, association, trust or other legal entity.

k. [“Piers” shall mean the buildings on the Association property. See for reference the property map attached hereto as Exhibit C.](#)

1. "Surface Parking" shall mean all designated parking stalls, whether reserved for a particular unit; designated for recreational vehicles (hereinafter referred to as "R.V.s"); or as visitor parking.

ARTICLE II

UNITS:

Section 1. **UNIT IDENTIFICATION:** Each unit shall be specifically designated by its address as set forth in Exhibits ~~D~~A and B, attached hereto.

~~Each unit shall be entitled to one (1) surface parking stall, which shall be designated by a sign bearing the same address number as the unit has. The exclusive use of said surface parking, shall belong only to the unit whose address coincides with the unit number shown on said parking space.~~ Each unit with a single-car garage shall be entitled to one (1) external parking stall in addition to the garage stall. Each unit with a two-car garage is not entitled to an additional, external parking stall.

Each deed, lease, mortgage, or other instrument may legally describe a Unit by its address and each such description shall be deemed to include said designated parking space.

Section 2. **UNIT DESCRIPTION:** ~~It is the intent of DECLARANT to subject all the real estate described herein and attached hereto on Exhibits, in phases, to the Condominium Ownership Act, and in so doing, to construct, in phases, 176 units on all the real estate, once all phases are constructed, if the Declarant chooses to do so. The Declarant reserves the sole right to determine how many units shall be constructed in each phase of the development, the total number of units to be built, not exceeding 176 units, and how much real estate to be subjected to this Condominium and the Act.~~

Except for the Units in Pier 4 (see Exhibit C), which are described more particularly below, the boundaries of each Unit shall consist of that area which has vertical boundaries of the inner surface of the exterior or party walls bounding each Unit; the lower horizontal boundary of the Unit shall be the plane of the upper surface of the concrete slab which is the basement floor (for the upper units, the lower horizontal boundary is the plane of the subfloor), and the upper horizontal boundary shall be the plane of the undersurface of the ceiling joists. The Unit shall also include all

drywall in the Unit, all attached decks, patios and balconies, all windows, doors and door frames, except that it shall be the duty of the Association to paint all exteriors, including trim around windows and doors and the exterior side of the exterior doors of each Unit. ~~For some wooden~~

~~decks on second floor Units, boards extend from one Unit's deck to the adjacent Unit owner's deck. In the event these commonly shared boards need repair, repainting, or restaining, such that it is impossible to perform that work on one side, the cost incurred in performing that work shall be borne equally by the two Unit owners whose Units share the deck boards.~~ No Unit owner shall

Comment [CL2]: This was included in the Phase 6 and 7 amendments.

be entitled to paint the exterior side of their exterior doors colors other than the color chosen by the Association. In Units which contain attached garages, the Unit shall include that area contained in the attached garage which has vertical boundaries of the inner surface of the exterior or party walls bounding each garage, the lower horizontal boundary of the garage shall be the plane of the upper surface of the concrete slab, and the upper horizontal boundary shall be the plane of the undersurface of the ceiling joists. The Unit shall include the drywall within the attached garage as well.

All installations attached to all of the utilities which provide power, conditioning, considered part light, gas, heat, hot and cold water, and air which exclusively apply to a unit, shall be of that Unit.

Except for surface parking designated for visitors, only unit owners may use surface parking. The parking areas designated for R.V.s, ~~us~~as may be designated and described by the Association, shall be available for lease by the association ~~, under leases having a term of not less than one (1) year,~~ with the monthly rental payments to be established by the ~~Association~~Board of Directors. The Association, by and through the Board of Directors, may elect to place a storage shed in the R.V. lot.

Pier 4 Units, Because Pier 4 Units (Units 8350 – 8388, hereinafter collectively referred to as “Pier 4 Units”) differ from the other Units, the description of the boundaries of the units contained therein are described as follows: The boundaries of each living Unit shall consist of that area which has vertical boundaries of the inner surface of the exterior party walls or entry foyer walls bounding each unit; the lower horizontal boundary of the living unit shall be the plane of the upper surface of the wood or concrete floor of that unit and the upper horizontal boundary shall be the plane of the undersurface of the ceiling to that unit. The unit will also include all drywall , windows, doors and door frames contained within said unit and its entry door (not including the main exterior entry doors leading into the limited common entry foyers, stairs and hallways of the Pier 4 building). All decisions regarding the general maintenance of the Limited Common areas within the interior of Pier 4, the maintenance the garage area and assessments for the living and garage units shall be established as set forth in Article IX hereof.

The Pier 4 building has twenty (20) garage units in its basement which are assigned to Pier 4 Unit owners. Each garage unit in Pier 4 shall be designated by a specific alphabetic letter. The location of the garage units is set forth on the Condominium Plat, as amended. The boundaries of each garage unit shall consist of that area which has imaginary vertical boundaries established by the lines drawn on the concrete floor for that parking area extended to the undersurface to the ceiling above the garage. The upper horizontal boundary shall be the plane of the undersurface of the floor to first floor living units. The lower horizontal boundary shall be the upper surface of the concrete floor of the floor of the garage unit. The length of each garage unit shall not extend beyond the lines drawn for the parking areas. The owners of garage units hereby consent and grant to parking guest Association the right to attach, hang or otherwise place any object or objects (including plumbing, under electrical, or heating pipes) within, through or above the spaces

previously described as garage units as the object or objects so placed do not prevent the parking of automobiles in any of the garage units.

ARTICLE III

COMMON AND LIMITED COMMON AREAS

Section 1. **OWNERSHIP OF COMMON AREAS:** Each unit owner shall own an undivided interest in the common areas as a tenant-in-common with all other Unit Owners of the real estate, and, except as otherwise restricted in this Declaration, shall have the right to use the common elements for all purposes incidental to the use and occupancy of each owner's unit, and for such other incidental uses which might be permitted by this Declaration, which rights shall be appurtenant and run with each Unit. The percentage of ownership for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units (one hundred fifty-five (155)). ~~constructed on the date of calculating this percentage. With each phase of development, the percentage of ownership shall change accordingly, resulting in a reduction of each owner's percentage of ownership. It being the intent of the DECLARANT, that the value of ownership shall initially be, after the construction of phase one (1), one twenty second (1/22nd) per unit, and upon the conclusion of the total envisioned project, the percentage shall be one one hundred seventy sixth (1/176th) value to each unit. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction of ownership of the common elements as may be determined, from time to time; using the aforementioned formula.~~

Each Unit Owner's use or enjoyment of these common elements shall be subject to such easements as have been granted or may hereinafter be granted to any municipality or to public utilities.

Section 2. **DESCRIPTION OF COMMON AREAS AND FACILITIES:** The common areas and facilities shall consist of:

- a. The real estate on which the buildings are located;
- b. The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;
- c. The areas set aside for outdoor parking (surface parking), including those designated for parking R.V.s and for visitors, which are not specifically assigned to unit owners;
- d. Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;
- e. All areas not specifically described as the Unit or limited common areas. Section 3.

DESCRIPTION OF LIMITED COMMON AREAS: The limited common areas

consist of all surface parking stall(s), including the concrete slab in the garage, the sole use of which are assigned to specific units, including those parking stalls leased for parking R.V.s. With respect to the Pier 4 Units, since the building is constructed so as to provide an exterior entrance (sometimes herein entrance (sometimes herein referred to as the entry foyer, stairs and hallways) which leads to two units, each of these entrances shall be designated as a limited common area for the two units which it leads to. Similarly, the entry foyer, stairs and hallways which provide access to the basement parking area and storage closets area service two units. This entry foyer, stairs and hallway shall be limited common area for only the two units which it serves. Each living unit has

a storage closet in the basement area which shall be limited common area to the unit which bears the same number as assigned to that storage area. Except for the boiler room and its contents, which are limited common areas for living unit owners in Pier 4, the space in the basement area which is not owned by owners of garage units and is not assigned to living unit owners for storage closets shall be limited common areas to only owners of garage units and living units in Pier 4. The surface parking lot located to the northeast of Pier 4, lying between Pier 4 and Pier 3, is limited common parking space for living unit owners in Pier 4. This parking space shall be so marked to allow one parking space for each living unit owner in Pier 4. No other owners of living or garage units may use this parking lot. In Pier 4, the boilers, circulating pumps, boiler accessories and the main-line distribution piping belong in common ownership with all unit owners. From a point of connection of each living units zone-valve and continuing in and thru riser piping, unit radiators, return to main-line piping, that part of the heating system equipment is owned solely by the living unit being served by that part of the central heating system.

Section 4. **NO PARTITION OF COMMON AREAS:** No partition of common areas through judicial proceedings, or otherwise, shall be permitted until this Declaration is terminated and the property controlled hereunder is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that nothing herein shall be deemed to prohibit a voluntary or judicial partition of the unit ownership between co-owners who may own it as tenants-in-common or a joint tenants.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. **OWNER’S RIGHT TO INGRESS AND EGRESS AND SUPPORT:** Each owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit and such rights shall be appurtenant to and shall run with each Unit. Any conveyances of title of a Unit shall be deemed to carry with it these rights.

Section 2. **USE OF UNITS:** Each unit shall be used for residential purposes only. Leasing or renting a unit for residential purposes shall not be considered to be a violation of this covenant. Any unit owner leasing his unit, shall notify the Association of the name or names of the tenant(s) and shall deposit an amount of money with the Association equal to twice the monthly assessment, based upon the month immediately ~~preceeding~~preceding the first month of occupancy by the tenant. This deposit shall be retained by the Association to be used to offset any damages caused to the Common Areas by said tenant. Upon the expiration or termination of said tenancy, the Association shall ascertain what if any damages are to be deducted from said deposit, and shall return only eighty percent (80%) of the original deposit less any damages levied against said deposit. In the event the damages levied against the eighty percent portion exceed that portion, those damages shall be assessed against the Unit owner who created said lease, and, if remain unpaid, shall become a valid lien on said unit, which lien shall be for the Association. Twenty percent (20%) of said deposit shall be retained by the Association to cover the expenses incurred in handling this duty.

Section 3. **USE OF COMMON AREAS:** The ~~Declarant~~ intends “~~that once the lake, island, and wood bridge are added to the commonly owned areas of the Association, and during the period prior thereto as hereinafter discussed,~~ the use and enjoyment of the common areas, including the lake and the island, are to be unrestricted except as provided and may be established by the

Association, from time to time. This includes swimming, sailing, boating, and fishing. No owners shall alter, construct, remove, erect, or do anything which might obstruct the common areas, and might interfere with the unrestricted use and enjoyment of the lake and all related commonly

owned real estate thereto. No owner may keep or store anything on any portion of the common areas, except as provided herein; no garbage or rubbish container may be placed or kept in or on any common areas or limited common areas, except in or on those areas designated by the Association therefore. ~~No boat may be stored or left unattended on any common grounds for a period extending beyond twenty-four (24) hours.~~

~~UNTIL AND DURING THE PERIOD OF TIME FROM THE RECORDING OF THIS DOCUMENT TO WHEN THE DECLARANT SUBJECTS THE LAKE, ISLAND AND BRIDGE TO THE ACT AND THIS CONDOMINIUM,~~ the Declarant hereby grants to the Association and its members, their families, guests, and invitees, the non-exclusive right to use the “private man-made lake”, island and the wooden bridge, more particularly shown on the Condominium Plat attached hereto and marked Exhibit “C” The Declarant restricts this grant such that the members, their families, guests and invitees shall have ingress and egress to the island only by the wooden bridge or the water. Access to the waters of the “private man-made lake” shall be only by the Island or over the real estate lying between the lands Declared subject to the Act and this Condominium and the waters of the private man-made lake, which real estate is immediately adjacent to the commonly owned real estate. The members of the Association, their families, guests, and invitees do not have the right to use for ingress or egress, or walk upon or over any other real estate owned by the Declarant, whether or not it is connected to the Island. The Declarant intends to declare the lake, island and the wooden bridge, or portions thereof, subject to the Act and this Condominium or declare them subject to another Association whose members shall consist of Tuckaway Shores Homeowners’ Association, Inc, and all other owners of real estate having riparian rights to this private man-made lake. If the Declarant subjects the island,

~~lake and wooden bridge to the Act and this Condominium, the Declarant hereby specifically reserves the right to grant or reserve similar easements, as granted herein, to owners of the real estate described in Exhibits "A" and "B" Until the ownership of the private man-made lake, island and wooden bridge are transferred to this Association or another Association as hereinafter provided, the members of Tuckaway Shores Homeowners' Association, Inc., their families, guests and invitees are subject to the same restrictions in the use of the lake and island as set forth in this Declaration, except that they will be enforced by the Declarant. The members, their families, guests and invitees shall not interfere with the future construction or planning of future phases of this development. That until either the private man-made lake, island and wooden bridge are declared subject to this Condominium and the Act, or until they are conveyed to another Association as described above, Declarant is responsible for maintaining these items.~~

Section 4. **PROHIBITIONS:** Unit owners shall not do anything which would increase the rate of insurance on the premises or any part thereof, over the cost of said insurance existing immediately prior to such activity. Nothing may be done or kept in any unit or on any common areas which would be in violation of any statutes, Association Rules, ordinances, regulations, permits, or other validly imposed requirements of any governmental body. No damage to the common areas shall be committed by any unit owner or invitee of a unit owner. Any damage caused by a unit owner or an invitee of a unit owner shall be the sole liability of that unit owner, and that unit owner shall indemnify and hold the Association, and all other unit owners, harmless against all losses resulting from any such damages or waste caused by said unit owner or his- guests or invitees. No noxious, destructive, or offensive activity may be carried on in any unit or upon common areas by any unit owner or his guests or invitees. No activity shall be carried on by any unit owner, or by a guest or

invitee of a unit owner, which is or may become an annoyance or nuisance to any other unit owner or any person lawfully residing in a unit.

Section 5.

ANIMALS: Each unit shall be entitled to own one (1) dog pet, which ~~if required,~~ shall be licensed through the local municipality and shall be assessed a monthly fee to the Association as set forth in the Rules and Regulations. Other common small household animals that stay indoors at all times are allowed in a Unit. ~~when the pet is outside the unit, it shall be kept on a leash by the unit owner or his guest or invitee. Each unit owner who owns a pet; shall pay an additional Five Dollars (\$5.00) of assessments, per month, to the Association. The Pet Control Board, which shall be created by the Board of Directors of the Association, shall establish rules and regulations governing and restricting the areas where pets may be permitted, and shall delineate specific areas where the owners must take their pets for relieving the wastes of the pets. Any owner of a pet shall be liable for any damage caused by their pet. In the event the Board of Directors of the Association determine that a unit owner violates the above requirement of a pet being leashed at all times, the Board of Directors may levy a fine against said unit owner in an amount not to exceed \$25.00 per violation. In the event unit owners fail to pay this fine, the amount of this fine shall become a lien on the unit and it's appurtenant common areas, which is owned by the owner of the pet which violates this Section, or against the unit whose owners thereof have guests who violate this requirement. This fine shall become a lien pursuant to Article VII, Section 10 of the Declaration.~~

Comment [CL3]: This section was originally changed by the Third Amendment--that language is inserted here. Changes shown are being proposed.

RULES AND REGULATIONS : The Association , by and through its Board of Directors, shall adopt rules and regulations governing the use of the units and of the common areas which shall be obeyed by the unit owners.

SEPARATE MORTGAGES OF UNITS: Each unit owner shall have the right to mortgage or encumber his respective unit, together with his respective ownership interest in the common area. No unit owner shall have the right or authority, unless expressly granted by another

Section 6.

Section 7.

[HB: 4859-1958-6986.1](#)

unit owner to mortgage or otherwise encumber, in any fashion whatsoever, the property, or any part thereof, of ~~any~~ other unit owner, or any ownership interest in the common areas other than his own. Each unit owner shall file with the Board of Directors of the Association, [promptly upon request](#), the name and address of his mortgagee(s), if any, and said mortgagee(s) shall be entitled to the notices set forth in Article VII, Section 10, if said mortgagee(s) request same.

Section 8. **SEPARATE REAL ESTATE TAXES:** It is intended and understood that real estate taxes are to be separately taxed to each unit owner, for his respective percentage of ownership in the common areas, together with the ownership of his unit as provided in the Act.

Section 9. **MAINTENANCE, REPAIRS, AND REPLACEMENT OF UNITS:** All maintenance, repairs and replacements to the common areas and facilities, the limited common areas and facilities, whether located inside or outside of the units, unless necessitated by the negligence, misuse, neglect or intentional acts of a unit owner, shall be made by the Association and charged to the owners as a common expense.

The unit owner shall furnish, at his own expense, and be responsible for, all maintenance, repairs and replacements of interior surfaces of each unit, [including drywall](#), together with utility fixtures, mechanical equipment and fixtures which serve only his unit, and such fixtures and

equipment which are located within his unit; and glass, screens, doors, windows, door and window hardware appurtenant to each unit. All replacements and repairs made by each unit owner shall be consistent with the original ~~builds supplied to the project by the Declarant,~~ or as otherwise preauthorized in writing by the Board of Directors, so that the exterior appearance of the project shall not be offended. The expense of such maintenance, repairs and replacements shall be borne solely by each unit owner.

No unit owner, except as otherwise authorized by the Association, in writing, may do any alterations which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

In the event that the need for maintenance, repairs or replacement is caused by the willful or negligent acts of the unit owner, his family, guests, or invitees, the cost of such maintenance, repairs or replacement shall be added to and become to part of the assessment to which such unit is subject, and if not paid by the unit owner when same is deemed to be due, it may form or create a valid lien, in favor of the Association, pursuant to Article VII, Section 10.

Section 10. **COMMON SURPLUSES:** All common surpluses shall be treated as common property, owned by each unit owner in the same percentage as that unit owner has in the other common property.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. **MEMBERSHIP:** Every unit owner shall be entitled and required to be a member of the Association. If title to a unit is held by more than one person, all the owners shall be members. An owner of more than one unit, shall be entitled to one membership for each unit owned by him. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically by a conveyance of that unit. No person or entity, other than an owner, ~~or Declarant~~ may be a member of the Association, and membership in the Association may not be transferred, except in conjunction with the transfer of the title to a unit ~~or assignment of Declarant's rights and position as Declarant.~~

Section 2. **VOTING:** The Association shall have ~~two classes of voting membership, as set~~

forth hereinafter:

~~Class A.~~ Class A members, which shall be all owners ~~with the exception of the Declarant~~ and shall be entitled to one vote for each unit owned. When more than one person own any unit, all such persons shall be members. The vote for such unit, when owned by more than one person, shall be exercised as the owners, amongst themselves determine, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote per unit. Prior to the time of any meeting of the members, at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co- owners have filed a general voting authority with the Secretary applicable to all meetings and all votes, until rescinded in writing by the co-owners of a unit.

Section 3. ~~Class B: The Class B shall be the Declarant who shall be entitled to one vote for each unit owned; provided, however, that, notwithstanding the foregoing provisions for voting, the Declarant shall have at least eighty-nine (89) votes until all units are sold; provided, further, that Declarant's control shall cease seven (7) years after the first unit is conveyed to a purchaser other than the Declarant, or thirty (30) days after the conveyance of seventy-five (75) percent of the units, whichever time is earlier.~~

Section 3. **UNIT VALUE FOR VOTING:** The fractional interest for each unit shall be determined by the creation of a fraction, the numerator of which is one (1) and the denominator of which is the total number of units subjected to the Act and this Condominium (one hundred fifty five (155)). ~~The denominator shall change as each phase is completed and subjected to this condominium and the Act.~~ This fraction shall serve as a basis in determining voting interests of each unit, on matters determined by the owners and to other matters described in the Act.

Section 4. **AMPLIFICATION:** The provisions of this Article are to [be](#) amplified by the Articles of Incorporation and the By-laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. **THE COMMON AREAS:** The Association, subject to the rights and duties of the owners set forth in these Declarations, shall be responsible for the exclusive management and control of the common areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. **SERVICES:** The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association determines to be necessary or desirable for the proper operation of the common areas, whether such^{*} personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services which may be necessary or desirable in connection with the operation of the common areas or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, and such other common services to each unit.

Section 3. **PERSONAL PROPERTY FOR COMMON USE:** The Association may acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and any beneficial interest in such property shall be

deemed to be owned by the owners in the same proportion as their respective interests in the common areas. A transfer of a unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto in the Deed. The transfer of title to a unit under foreclosure shall entitle the purchaser to the appropriate interest in such personal property.

Section 4. **RULES AND REGULATIONS:** The Association, by and through its Board of Directors, may make reasonable rules and regulations governing the use of the units and of the common areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. **IMPLIED RULES:** ~~:-~~ The Association may exercise any other right or privilege given to it expressly by this Declaration or from the By-laws, and every right or privilege reasonably implied from the existence of any right or privilege given to it herein or which may be necessary to effectuate any such right or privilege.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. **AGREEMENT TO PAY ASSESSMENTS:** The ~~Declarant, for each unit owned by it, and~~ owners of any unit(s), by the acceptance of a deed therefor, whether or not it is expressed in the deed, covenant and agree to pay to the Association all annual assessments, special assessments for capital improvements, all other assessments for any matters as provided herein. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Declaration, By-Laws or Articles of Incorporation.

Section 2. **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners of units and for the improvement of and maintenance of the common areas, for lake maintenance, ~~once the lake is added to the commonly owned property, whether directly to this Association or to another Association as provided above~~, and for such emergency repairs as the Association may deem necessary.

Section 3. **ANNUAL ASSESSMENTS:**

a. The Association shall from time to time, and at least annually, prepare a budget for the Association and fix the annual assessment.

b. The annual assessments shall be for and made up of the following assessments, as they may apply:

(1) Water to the units and commonly owned structures, heating and air conditioning assessments levied for the purpose of furnishing water, heat and air conditioning to commonly owned structures, and operation, repair and maintenance of the systems for furnishing same.

(2) Insurance assessments for the purpose of obtaining all insurance required by the Association.

(3) Basic assessments for all other purposes for which assessments can be levied under the Articles, By-Laws and the Act.

Section 4. **SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment ~~applicable to that year only~~ for the purpose of:

a. Defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas including fixtures and personal property related thereto;

b. To offset shortages resulting from noncollection of the annual assessment or underestimation of same;

c. Unusual or unpredicted measures such as cost of collecting annual assessments or enforcement of the provisions of this Declaration, ~~provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.~~

Section 5. ~~The cost of the initial common area improvements is excluded from the special assessments in this section, since such cost is to be borne by Declarant.~~

Section 5. ~~**CHARGE FOR ASSESSMENT LETTER:**~~ Upon request, the Association's Board of Directors, by an officer or agent, shall issue a letter stating whether or not there are outstanding assessments on a unit, and if there are outstanding assessments, the amount thereof. ~~The Board shall charge a reasonable sum for issuance of this letter, which shall never be less than twenty-five dollars (\$25.00) per letter. This charge shall cover the letter, the issuance of a new stock certificate, and identification card to the new owner.~~

Section 6. ~~**WORKING CAPITAL**~~ **TRANSFER FEE:** Each purchaser of a unit from the Declarant, or its successors or assigns, shall pay to the Association, at the time of conveyance of the unit, for working capital purposes, an amount of money equal to two (2) times the estimated monthly assessment, or such other amount as may be approved by the Board of Directors of the Association, in their sole discretion. Such advances are not refundable to any unit owner. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a transfer fee to the Association in an amount equal to two (2) months' installments of the regular annual assessments at that time. The fee payment

shall be non-refundable, shall be made to the Association at closing (or in any event, concurrent with the transfer) and shall be deposited by the Association into the operating account and/or the reserve account, at the discretion of the Board. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

When the transfer is to or from a trust where the sole beneficiary is the donor and Owner, or to or from an LLC where the Owner is the controlling manager/member, and no funds are exchanged on the transfer;

When the transfer is solely between legally married spouses, domestic partners, and/or current Owners;

When the transfer is solely between a parent and his, her or their child; and When the transfer is to or from the Association.

Section 7. ~~NOTICE OF MEETINGS: Notice of any meeting called for the purpose of taking any action authorized under Section 4 hereof shall be controlled by the By-laws,~~

Section 7. **RATE OF ASSESSMENT:** Each unit shall be assessed ~~a~~^a portion of the total assessment based upon the fractional interest of each unit (numerator of which is one (1) and the denominator of which is the total number of units ~~subjected to this Declaration and Act at the time of assessments~~), provided, however, the Association can assess an individual unit for sums due ~~solely~~^{solely} from that unit as herein provided such as for repairs of damages to common areas caused by the ~~negligance~~^{negligence} of the owner of the unit being assessed.

Section 8. ~~DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the first unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year.~~ The Board of

Directors shall fix the amount of the annual assessments against each unit at least ~~thirty (30)~~fifteen (15) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified unit have been paid, as set forth in Section 5 above.

Comment [CL4]: This was changed by the Phase 7 amendment.

Section 9. **LIEN FOR ASSESSMENTS:** All sums assessed to any unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such unit, except only for those liens set forth in the Act. ÷

~~Liens for general and special taxes;~~

~~liens for all sums unpaid on a first mortgage, or on any mortgage to the Declarant, duly recorded in the Milwaukee County Register of Deeds office prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgages and all amounts advanced pursuant to such mortgages and secured by the liens thereof in accordance with the terms of such instrument, including short term roll-over mortgages regardless of how many times the term thereof is extended.~~

~~Construction liens filed prior to the making of such assessment; and~~

~~All sums unpaid on any mortgage loan made pursuant to Section 45.80, Wisconsin Statutes.~~

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

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written

notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the unit and a description of the unit. Such notice shall be signed by an officer or agent of the Association and shall be recorded in the office of ~~the Register of Deeds~~Clerk of Courts of Milwaukee County, Wisconsin. ~~No notice of lien shall be recorded until there is a delinquency in the payment of the entire amount due for a period of two (2) months.~~ ~~After an owner of a unit has failed to pay, in full, one month's assessment for two (2) months, the Board of Directors of the Association shall give written notice to the owner of said delinquency, and advise him that if payment is not received in full, within fifteen (15) days of the date said notice is mailed, a lien will be placed against said unit. After the expiration of this fifteen (15) day period, and if the outstanding delinquent assessment remains unpaid, the Board then may record a notice of lien against such delinquent owner.~~The Association may establish a collection policy for unpaid assessments in its By-laws or Rules and Regulations, which may include charging late fees and interest on unpaid balances. Any late fees and interest charged, in addition to collection costs and the actual attorneys' fees incurred by the Association in its collection efforts, shall be added to the owner's account and be a part of the lien. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real estate may be foreclosed in Wisconsin. In any such foreclosure, the owner shall be required to pay the costs and expenses of filing the notice of lien and all ~~reasonable~~actual attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The unit owner shall also be required to pay to the Association any assessments against the unit which shall become due during the period of foreclosure, all of which shall be added to and secured by the lien. The Association shall have the

right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the unit as the owner thereof.

~~Any first mortgagee who obtains title to a unit pursuant to taking a deed in lieu of foreclosure or voluntary surrender, shall not be liable for such unit's unpaid dues or charges which have accrued prior to the acquisition of title to such unit by that mortgagee. A release of lien shall be executed by the Association in such form as to be recordable in the Milwaukee County Register of Deeds office, which shall be delivered, upon written request therefor, to that mortgagee obtaining title by virtue of the deed in lieu of foreclosure, and it shall be the obligation of the Association to seek payment on those prior liens from the prior owner(s), or the Association shall~~

~~A release of notice of lien shall be executed by an officer of the Association in such form as to be recordable in the office of the Register of Deeds of Milwaukee County, Wisconsin, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of~~

Any encumbrancer holding a lien on a unit may pay, but shall not be required to pay, any amount secured by a lien of the Association created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien,

The Association shall, upon written request, report to any encumbrancer of a unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the due date and any default in the performance by the individual unit owner of any obligation under the condominium documents which are not cured within sixty (60) days; provided, however, that such encumbrancer or unit owner shall have, furnished to the Association written notice of such encumbrance.

EFFECT ~~Of NONPAYMENT Of ASSESSMENTS. ASSOCIATION~~

REMEDIES: Any assessment not paid within ~~fifteen (15)~~ten (10) days after the due date, shall

~~pay for same lien.~~

Comment [CL5]: This section was originally amended by the Third Amendment and amended again by the Phase 7 amendment--that language is inserted here.

including priority.

Section 10.

be controlled by the By-Laws, Article X. No Unit owner who ~~is more than thirty (30) days delinquent in the payment of his assessment~~[has a condominium lien filed against the Unit](#) shall be entitled to vote at any regular or special meeting of the unit owners.

Section 11. **SUBORDINATION OF THE LIEN TO MORTGAGES:** The lien of the assessments provided for herein shall be subordinate to the liens ~~described in Section 10(a), 10(b), 10(c), and 10(d) above~~[set forth in the Act](#). Sale or transfer of any unit shall not affect the assessment lien, except as herein provided [and/or as set forth in the Act](#). The sale or transfer of any unit pursuant to such mortgage foreclosure shall extinguish the subordinate liens of such assessments as to payments which became due prior to such sale or transfer [to the extent set forth in the Act](#), and such unpaid assessments shall be deemed to be common expenses collectable from all of the owners excluding the acquirer at a sheriff's sale, its successors and assigns. No foreclosure sale shall relieve such prior unit owner from liability for any prior assessments and any purchaser/[voluntary transferee](#) is not relieved from any assessments thereafter assessed, or from the lien thereof.

ARTICLE VIII

PARTY WALLS

Section 1. **GENERAL RULES OF LAW TO APPLY:** Each wall which is built as a part of

and maintenance of a party wall shall be shared by the owners who make use of the wall in

RIGHT TO CONTRIBUTION RUNS WITH THE LAND : The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and encroachments of parts of the common elements due to construction shall be permitted and a valid

ENCROACHMENTS: If any portion of the common elements encroaches upon a unit, or any unit encroaches upon the common elements or upon any other unit, a valid easement for the encroachment and for the maintenance of same, so long as it exists, shall and does exist. If any building or any part thereof is partially or totally destroyed and then rebuilt, minor easement for such encroachments and the maintenance thereof shall exist from unit owners. No

ARTICLE IX OPERATION OF PIER 4

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Section 1. **Pier #4 Management Committee** A committee comprised of not less than three (3) living unit owners (garage stall owners not being living unit owners of Pier 4 are not eligible to sit on this committee) shall be elected to serve on the Pier 4 Management Committee, hereinafter sometimes referred to as the Committee, by the election of the majority of unit owners (unit owners hereinafter deemed to be the only unit owners of Pier 4 living units) and each Committee member so elected shall serve for a period of one (1) year. The election of committee members is to take place on or about the 1st day of June of each year but in no event later than the 15th day of June, Committee members are to serve without compensation.

Duties of the Committee members will set rates of assessment for special costs incurred by operations of Pier 4, such as maintenance of the garage area (assessable only to garage stall owners), maintenance of entry foyers, maintenance and operation of the central heating system and the assessment of heating costs.

In addition, the Committee will set rates of assessment for special costs incurred by operation of Pier 4, such as maintenance of the garage area (assessable only to garage stall owners), maintenance of entry foyers, maintenance and operation of the central heating system and the assessment of heating costs.

Assessments levied are to be paid to the Treasurer of the Tuckaway Shores Homeowners' Association. The Treasurer shall keep these funds segregated from all other funds of the Association and in no event are these funds to be used for any purpose other than that designated by the Committee. Other than a reasonable reserve for maintenance of the central heating no buildup of funds is to be made. Assessments are to be for actual costs of maintenance (plus a reasonable reserve for general maintenance of the central heating system).

Section 2. **CENTRAL HEATING SYSTEM:** So as to provide all unit owners the highest quality heating system, the building was designed having a gas fired hydronic (hot water) heating system. Consisting of one primary and one auxiliary boiler (2 boilers total) located in the garage area of the building, The system has sufficient capacity to adequately heat all living units. Because the heating system is located in the basement, it will temper the air of the garage parking area. As previously stated, the boilers, circulating pumps, boiler accessories and the main-line distribution piping are commonly owned by all living unit owners in Pier 4. From the point of connection of each living unit's zone-valve and continuing in and through riser piping, unit radiators, and return to mainline piping, the ownership of this portion of the heating system equipment is part of the Unit and is owned by that living unit owner.

Central heating systems previously had one major objection, that being that all living unit owners had to pay an equal amount of the operating and energy bills. This is not true in the case of Pier 4.

The system is designed to be in operation from about September thru May of each year (the actual dates are to be determined by the Committee). While it operates, the amount of heat supplied to any unit is dictated by the thermostat control located in each living unit. When the thermostat calls

for heat, the zone-valve to that living unit will open allowing hot water to pass thru that living unit's heat radiators. Simultaneous with the opening of the zone-valve, a use metering device will be activated recording the amount of hot water consumed by that living unit.

Located in the secured area of the boiler room will be a meter for each living unit indicating accumulated use of the heating system by each living unit owner. Monthly, upon receipt of the gas bill, a reading of each unit's meter will be made and a cost pro-ration of the gas bill will be assessed by the committee according to each living unit's use.

The entry foyer to each living unit is equipped with a wall mounted radiator intended to temper the foyer air, not necessarily sufficient to provide any degree of comfort. These foyer radiators are not controlled by thermostat and the hot water passing thru them is furnished unmetered from the heating system.

There are heating coils under the concrete of the ramp to the Pier 4 garage to keep ice off of the ramp – these are Limited Common Area to the Pier 4 Units and the cost to operate, maintain, repair and replace the heating coils/ramp are shared among those units.

Section 3. **PUBLIC LIGHTING:** The garage area and garage entrance lighting is provided by the public electric meter of the building. The garage area lighting is active 24 hours daily.

Exterior entry lighting and entry foyer lighting is provided by the public electric meter of the building. These light fixtures are controlled by sensing devices and are scheduled to operate only during periods of darkness. (Note: wall fixtures located within the entry foyer at each unit entry door, hereinafter referred to as unit entry lights, are not on the public meter but are metered to the unit they serve).

These lighting fixtures, not including the unit entry lights, are owned by the Association but the maintenance and operating energy is to be assessed to the owners of Pier 4. The Committee may modify its assessments at their discretion, as needed.

Section 4. **GARAGE USE AND MAINTENANCE:** Garage stall owners are to be assessed all costs attributed to the operation of the garage area, which are in addition to the garage lighting described above. The garage area is equipped with ventilating fans, radio controlled overhead door and stall markings. All these will require periodic maintenance.

The garage area must be kept clean and periodic cleaning services will be provided by the Committee.

The lighting fixtures are owned by the Association but the maintenance and operating energy is to be assessed to the owners of the garage stalls.

Each garage stall owner is given the exclusive right to use the stall area described in the garage stall condominium deed. At no time is any stall owner to park any vehicle or to place any materials outside the designated stall area.

Other than minor maintenance, no vehicle repairs shall be made anywhere in the garage area.

No vehicle which has been disassembled in whole or part may be stored in the garage area.

No vehicle which exceeds the stall limits may be stored in the garage.

The Committee will be the final authority as to the use of any garage stall by what may be determined an obnoxious use.

Section 5. **ENTRY FOYER USE AND MAINTENANCE:** As the entry foyers are for the use of two living units, housekeeping maintenance will be provided on a regular basis by the Committee. The cost of this service will be assessed all unit owners in Pier 4.

The entry foyers are to kept clear of all materials except unit owners may place house plants or other decorative items within the entry foyer area to their living unit as long as there is no obstruction to the foyer's use. The Committee will be the final authority as to items placed within the entry foyers.

The main doors from the exterior into the foyer are Limited Common Areas to the units in that building that access the foyer. The Association has the responsibility to maintain, repair, and replace those doors, but the cost of the same is assessed to the appurtenant units in that building.

ARTICLE X

INSURANCE

Section 1. **OBLIGATION OF ASSOCIATION PROPERTY DAMAGE INSURANCE:**

The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

~~The Association, for the benefit of all unit owners, shall insure the units, commonly owned buildings and their appurtenant structures against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of same, without prejudice to the right of each unit own or to also insure his own unit for his own benefit. In addition thereto, the Association, for the benefit of all unit owners, shall obtain liability insurance on behalf of the Association in the minimum amount of one million dollars (\$1,000,000.00), and in addition thereto, shall obtain a fidelity Bond on the individual or individuals who might be in possession of assets or monies of the Association. The premiums for~~

~~such insurance on the Buildings and the appurtenant structures and the units for the Association shall be deemed common expenses; provided, however, that in charging the same to the unit owners, consideration may be given to the higher premium rates on some units than on others. Such insurance coverage shall be written in the name of losses under shall be adjusted by, and the proceeds of such insurance shall be payable to the Association as trustee for the unit owners or unit owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any unit so destroyed.~~

Section 2. ADDITIONAL INSURANCE. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

- a. Worker's compensation insurance;
- b. Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;
- c. Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

d. Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

Such other insurance, including cyber or automobile insurance, as it deems necessary.

Section 3. **INSURANCE DEDUCTIBLE.** In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

Section 4. UNIT OWNER INSURANCE: The Unit Owners shall be responsible for and shall obtain insurance coverage for:

- a. The personal property within the Unit;
- b. Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);
- c. Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

d. [Special perils contents coverage; and](#)
[Sewer backup and sump pump failure coverage.](#)

Section 5. **INSURANCE PROCEEDS:** The proceed of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the common elements, unit or units; and the rights of the mortgagee(s) of any unit under any standard endorsement clause to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the unit or units. Payment by any insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage endorsement clause inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 6. **DESTRUCTION AND RECONSTRUCTION:** In the event of partial or total destruction of one or more units, they shall be rebuilt and repaired as soon as is practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, ~~all~~ [at least 75%](#) of the owners of units subject to this Declaration agree not to repair or rebuild. On reconstruction, the design, plan and specifications of any building or unit may vary from [that](#) of the original upon approval of the Association; provided, however, that the number of square feet of any unit may not vary by more than 5% from the number of square feet for such unit as originally constructed, and the location of the unit shall be substantially the same as prior to the damage or destruction.

Section 7. **PARTITION:** The Association shall have the right to levy assessments against the units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having no less than 75% of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners and shall be distributed in accordance with the priority interest in each unit.

ARTICLE XI

GENERAL PROVISIONS

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

a. Claims and Remedies.

(1) Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner

or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

(2) Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, By-laws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

Section 2. **SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. **TERMINATION:** This Declaration may only be terminated by the unanimous

consent of all the unit owners and all the lien claimants on the units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said owners and lien claimants. Such election to terminate this Declaration shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Milwaukee County Register of Deeds office.

Notwithstanding the foregoing provisions, no termination of this Declaration shall be effective without the approval of the City of Franklin.

Section 4. **AMENDMENTS:** Except as hereinafter ~~is~~ limited and provided, this Declaration may be amended by the written consent of ~~an instrument signed by the Declarant, alone, at any time prior to the sale of one hundred thirty two (132) units and thereafter signed by~~ not less than seventy-five percent (75%) of the unit owners and their first mortgagees, if any, to the extent set forth in the Act; ~~provided, however, that such amendment shall not substantially alter any of the rights or obligations of the owners and/or the members.~~

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

Section 5. **REGISTERED AGENT FOR SERVICE OF PROCESS:** The ~~initial~~ registered agent for service of process shall be ~~Richard W. Double, 700 North Water Street, Room 640, Milwaukee, Wisconsin 53202, Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name and~~

~~address with the Register of Deeds for Milwaukee County, Wisconsin, and with the Secretary of State of Wisconsin~~the Association's registered agent, as stated on file with the Wisconsin

Department of Financial Institutions. At the time of recording this Restated Declaration, the Association's registered agent is Sentry Management, Inc., 224 N. 76th Street, Milwaukee, WI 53213.

Section 6. **NUMBER AND GENDER:** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

This Eleventh Amended and Restated Declaration of Condominium complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Eleventh Amended and Restated Declaration of Condominium for Tuckaway Shores Condominiums this _____ day of _____, 202_____.

TUCKAWAY SHORES HOMEOWNER'S ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: _____ (President)

(Print)

STATE OF WISCONSIN _____)
_____) ss.
COUNTY OF _____)

This document was acknowledged before me by _____, as President of
Tuckaway Shores Homeowner's Association, Inc. on this _____ day of _____, 202 _____.

Notary Public, State of Wisconsin Name: _____

My Commission Expires: _____

This instrument was drafted by:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units 8300, 8302, 8304, 8306, 8308, 8310, 8312, 8314, 8316, 8318, 8322, 8324, 8326, 8328, 8330, 8332, 8334, 8336, 8340, 8342, 8344, 8346, 8350, 8352, 8354, 8356, 8358, 8360, 8362, 8364, 8366, 8368, 8370, 8372, 8374, 8376, 8378, 8380, 8382, 8384, 8386, 8388, 8430, 8432, 8434, 8436, 8438, 8440, 8442, 8444, 8446, 8448, 7800, 7802, 7804, 7806, 7808, 7810, 7812, 7814, 7816, 8400, 7818, 8402, 8404, 8406, 8408, 8410, 8412, 8414, 8416, 8418, 8420, 7776, 7778, 7780, 7782, 7784, 7786, 7788, 7790, 7792, 7794, 7796, 7798, 7756, 7758, 7760, 7762, 7764, 7766, 7768, 7770, 7772, 7774; Units 8311, 8313, 8315 and 8317 in Building 1; Units 8319, 8321, 8323 and 8325 in Building 2; Units 8327, 8329, 8331 and 8333 in Building 3; Units 8335, 8337, 8339 and 8341 in Building 4; Units 8343, 8345, 8347 and 8349 in Building 5; Unit 8351 and 8353 in Building 6; Units 8355, 8357, 8359 and 8361 in Building 7; Units 8363, 8365, 8367 and 8369 in Building 8; Units 8401, 8403, 8405 and 8407 in Building 9; Units 8409, 8411, 8413 and 8415 in Building 10; Units 8417, 8419, 8421 and 8423 in Building 11; Units 8425 and 8427 in Building 12; Units 8429, 8431, 8433 and 8435 in Building 13; Units 8453, 8455, 8457 and 8459 in Building 14; Units 8445, 8447, 8449 and 8451 in Building 15; and Units 8437, 8439, 8441 and 8443 in Building 16 Tuckaway Shores Condominiums created by a "Declaration of Condominium" recorded on September 8, 1982 in the Office of the Register of Deeds Office as Document No. 5562578 and any amendments and/or corrections thereto and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin.

EXHIBIT B Tax

Key Numbers

<u>Tax Key Number</u>	<u>Unit</u>
<u>838-0003</u>	<u>Unit 8300</u>
<u>838-0004</u>	<u>Unit 8302</u>
<u>838-0005</u>	<u>Unit 8304</u>
<u>838-0006</u>	<u>Unit 8306</u>
<u>838-0007</u>	<u>Unit 8308</u>
<u>838-0008</u>	<u>Unit 8310</u>
<u>838-0009</u>	<u>Unit 8312</u>
<u>838-0010</u>	<u>Unit 8314</u>
<u>838-0011</u>	<u>Unit 8316</u>
<u>838-0012</u>	<u>Unit 8318</u>
<u>838-0013</u>	<u>Unit 8322</u>
<u>838-0014</u>	<u>Unit 8324</u>
<u>838-0015</u>	<u>Unit 8326</u>
<u>838-0016</u>	<u>Unit 8328</u>
<u>838-0017</u>	<u>Unit 8330</u>
<u>838-0018</u>	<u>Unit 8332</u>
<u>838-0019</u>	<u>Unit 8334</u>

<u>838-0020</u>	<u>Unit 8336</u>
<u>838-0021</u>	<u>Unit 8340</u>
<u>838-0022</u>	<u>Unit 8342</u>
<u>838-0023</u>	<u>Unit 8344</u>
<u>838-0024</u>	<u>Unit 8346</u>
<u>838-0025</u>	<u>Unit 8350</u>
<u>838-0026</u>	<u>Unit 8352</u>
<u>838-0027</u>	<u>Unit 8354</u>
<u>838-0028</u>	<u>Unit 8356</u>
<u>838-0029</u>	<u>Unit 8358</u>
<u>838-0030</u>	<u>Unit 8360</u>
<u>838-0031</u>	<u>Unit 8362</u>
<u>838-0032</u>	<u>Unit 8364</u>
<u>838-0033</u>	<u>Unit 8366</u>
<u>838-0034</u>	<u>Unit 8368</u>
<u>838-0035</u>	<u>Unit 8370</u>
<u>838-0036</u>	<u>Unit 8372</u>
<u>838-0037</u>	<u>Unit 8374</u>
<u>838-0038</u>	<u>Unit 8376</u>
<u>838-0039</u>	<u>Unit 8378</u>
<u>838-0040</u>	<u>Unit 8380</u>
<u>838-0041</u>	<u>Unit 8382</u>
<u>838-0042</u>	<u>Unit 8384</u>
<u>838-0043</u>	<u>Unit 8386</u>
<u>838-0044</u>	<u>Unit 8388</u>
<u>838-0045</u>	<u>Unit 8430</u>
<u>838-0046</u>	<u>Unit 8432</u>
<u>838-0047</u>	<u>Unit 8434</u>
<u>838-0048</u>	<u>Unit 8436</u>
<u>838-0049</u>	<u>Unit 8438</u>
<u>838-0050</u>	<u>Unit 8440</u>
<u>838-0051</u>	<u>Unit 8442</u>
<u>838-0052</u>	<u>Unit 8444</u>
<u>838-0053</u>	<u>Unit 8446</u>
<u>838-0054</u>	<u>Unit 8448</u>
<u>838-0055</u>	<u>Unit 7800</u>
<u>838-0056</u>	<u>Unit 7802</u>
<u>838-0057</u>	<u>Unit 7804</u>
<u>838-0058</u>	<u>Unit 7806</u>
<u>838-0059</u>	<u>Unit 7808</u>
<u>838-0060</u>	<u>Unit 7810</u>
<u>838-0061</u>	<u>Unit 7812</u>
<u>838-0062</u>	<u>Unit 7814</u>
<u>838-0063</u>	<u>Unit 7816</u>
<u>838-0065</u>	<u>Unit 8400</u>
<u>838-0064</u>	<u>Unit 7818</u>

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[Unit 7760](#)
[Unit 7762](#)
[Unit 7764](#)
[Unit 7766](#)
[Unit 7768](#)
[Unit 7770](#)
[Unit 7772, Phase V](#)
[Unit 7774](#)
[Unit 8311, Building 1](#)
[Unit 8313, Building 1](#)
[Unit 8315, Building 1](#)
[Unit 8317, Building 1](#)
[Unit 8319, Building 2](#)
[Unit 8321, Building 2](#)
[Unit 8323, Building 2](#)
[Unit 8325, Building 2](#)
[Unit 8327, Building 3](#)
[Unit 8331, Building 3](#)
[Unit 8329, Building 3](#)
[Unit 8333, Building 3](#)
[Unit 8335, Building 4](#)
[Unit 8337, Building 4](#)
[Unit 8339, Building 4](#)
[Unit 8341, Building 4](#)
[Unit 8343, Building 5](#)
[Unit 8345, Building 5](#)
[Unit 8347, Building 5](#)
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[Unit 8351, Building 6](#)
[Unit 8353, Building 6](#)
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[Unit 8363, Building 8](#)
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[Unit 8367, Building 8](#)
[Unit 8369, Building 8](#)
[Unit 8401, Building 9](#)
[Unit 8403, Building 9](#)
[Unit 8405, Building 9](#)
[Unit 8407, Building 9](#)
[Unit 8409, Building 10](#)
[Unit 8411, Building 10](#)
[Unit 8413, Building 10](#)

838-0135

Unit 8415, Building 10

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[Unit 8417, Building 11](#)
[Unit 8419, Building 11](#)
[Unit 8421, Building 11](#)
[Unit 8423, Building 11](#)
[Unit 8425, Building 12](#)
[Unit 8427, Building 12](#)
[Unit 8429, Building 13](#)
[Unit 8431, Building 13](#)
[Unit 8433, Building 13](#)
[Unit 8435, Building 13](#)
[Unit 8453, Building 14](#)
[Unit 8455, Building 14](#)
[Unit 8457, Building 14](#)
[Unit 8459 Building 14](#)
[Unit 8445, Building 15](#)
[Unit 8447, Building 13](#)
[Unit 8449, Building 15](#)
[Unit 8451, Building 15](#)
[Unit 8437, Building 16](#)
[Unit 8439, Building 16](#)
[Unit 8441, Building 16](#)
[Unit 8443, Building 16](#)

EXHIBIT C Piers
and Units

<u>Pier 1 Units:</u>	<u>Pier 5 Units:</u>	<u>Pier 9 Units:</u>	<u>Pier 16 Units:</u>	<u>Pier 24 Units:</u>
8300	8400	7756	8311	8355
8302	8402	7758	8313	8357
8304	8404	7760	8315	8359
8306	8406	7762	8317	8361
8308	8408	7764		
8310	8410	7766		
8312	8412	7768	8343	8335
8314	8414	7770	8345	8337
8316	8416	7772	8347	8339
8318	8418	7774	8349	8341 <u>Pier</u>
<u>17 Units:</u>	<u>Pier 25 Units:</u>			
	8420			
<u>Pier 2 Units:</u>		<u>Pier 10 Units:</u>	<u>Pier 18 Units:</u>	
8322		8445		8351
8324	8430	8447	<u>Pier 6 Units:</u>	8353
8326	8432	8449		
8328	8434 <u>Pier 19 Units:</u>	8451		
8330	8436		8417	
8332	8438		8419	
8334	8440		8421	
8336	8442	<u>Pier 11 Units:</u>	8423	
	8444		8453	
	8446		8455	
	844		8457	
<u>Pier 3 Units:</u>			8459	<u>Pier 20 Units:</u>
				8425
<u>Pier 7 Units:</u>			<u>Pier 12 Units:</u>	8427
		<u>Pier 21 Units:</u>		
<u>Pier 4 Units:</u>				
		<u>Pier 13 Units:</u>		
			8363	
			8365	
			8367	
			8369	<u>Pier 22 Units:</u>