

DISCLOSURE MATERIALS FOR
WHITETAIL VILLAGE CONDOMINIUM

PURSUANT TO WIS. STAT. § 703.33

Whitetail Village Condominium
Danube Court
Sheboygan Falls, WI 53085

DECLARANT: Community Bank & Trust, Wisconsin Banking Corporation. The Declarant has a business address of 604 North Eighth Street, Sheboygan, Wisconsin 53081.

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN FIVE (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 THE DOUCMENTS REQUIRED, YOU MAY, WITHIN FIVE (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 FIVE (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.

INDEX

The disclosure materials the seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

A. **EXECUTIVE SUMMARY.** The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A-I.

B. **DECLARATION.** The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page B-I.

C. **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-I.

D. **ARTICLES OF ASSOCIATION.** 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 Association. The Articles of Association begin on page D-I.

E. **MANAGEMENT OR EMPLOYMENT CONTRACTS.** Certain services may be provided to the condominium through contracts with individuals or private firms. At the present time, there are no contracts with individuals or private firms, but the Association may enter into contracts in the future, subject to any restrictions and requirements set forth in the Declaration and the By-Laws. (Currently no Management/Employment Contracts E-I).

F. **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-I.

G. **LEASES.** Units in this condominium may in the future be sold subject to one or more leases of property or facilities which are not a part of the condominium. At the present time, there are no leases of property or facilities which are not a part of the condominium, but the Association may enter into leases for property or facilities in the future, subject to any restrictions and requirement set forth in the Declaration and the By-Laws. (Currently no required Lease forms G-I).

H. **FLOOR PLAN AND MAP.** The Declarant has provided a floor plan of the unit being offered for sale and a map (plat) of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map (plat) begin on page H-I.

EXECUTIVE SUMMARY FOR WHITETAIL VILLAGE CONDOMINIUM

A. INTRODUCTION

This document, the attachments and disclosure material, and any subsequent supplements to this document constitute the Executive Summary for Whitetail Village Condominium and are intended to comply with the requirements of Wis. Stat. § 703.33.

B. EXECUTIVE SUMMARY INFORMATION

1. Condominium Identification. The name of the Condominium is Whitetail Village Condominium.

2. Expansion Plans. There are no plans for expansion of Whitetail Village Condominium.

3. Governance. The condominium association is Whitetail Village Condominium Owners' Association, a non-profit unincorporated association. The current principal office for the condominium association is Whitetail Village Condominium Association, 611 Danube Court #7, Sheboygan Falls, Wisconsin 53085, Attention: Ann Cesar. The association is self-managed. The officers of the condominium association are:

President: Ann M. Cesar
Whitetail Village Condominium Association
611-7 Danube Court
Sheboygan Falls, WI 53085
Telephone No.: 920-278-8514

Secretary: Deborah M. Ehren
Whitetail Village Condominium Association
606-3 Danube Court
Sheboygan Falls, WI 53085
Telephone No.: 920-912-3640

Treasurer: Lori A. Laboy
Whitetail Village Condominium Association
611-4 Danube Court
Sheboygan Falls, WI 53085
Telephone No.: 920-207-6044

4. Special Amenities. There are no special amenities.

5. Maintenance and Repair of Units. Each unit owner is responsible for maintaining, repairing and replacing all improvements constructed within the units, such as interior walls, floor covering, drywall, plumbing, electrical, heating and air conditioning systems.

6. Maintenance, Repair and Replacement of Common Elements. The condominium association is responsible for the maintenance, repair and replacement of the common elements and limited common elements. Routine repairs and replacements will be funded from unit owner assessments. Extraordinary repairs and replacements will be funded from reserve funds to the extent they are available; otherwise, they will be funded from unit owner assessments.

7. Rental of Units. Unit owners may rent their units, subject to certain limitations specified in Article VI of the By-Laws. The board of directors may require that any lease or rental for longer than thirty (30) days be made through a fully executed written rental agreement as may be required by the board of directors pursuant to Article VI of the By-Laws.

8. Unit Alterations. The rules, restrictions and procedures governing a unit owner's authority to alter the unit or use limited common elements are described in the Declaration and the By-Laws.

9. Parking. Parking is available for each unit owner within the designated garage space of the unit and, if permitted by the rules and regulations adopted under the By-Laws, parking may also be allowed in the exterior driveway in front of the designated garage space. Up to two additional garage buildings, containing a total of four (4) additional parking units may be constructed at the cost of either the association or individual unit owners, for use as additional parking space by unit owners.

10. Storage. The original constructed extra garage building will be converted into a storage building, containing sixteen (16) individual storage units. Once completed, storage will be available for each unit owner within each unit's designated storage space in this building.

11. Pets. Not more than two (2) indoor household pets shall be allowed in each unit, subject to compliance with the City of Sheboygan Falls leash laws and such rules as may be adopted by the board of directors of the association.

12. Reserves. The association does not currently maintain reserves for repairs and replacement of common elements beyond routine maintenance. However, the association may in the future establish reserve funds for purpose of funding repairs and replacements which are either capital improvements or of significant cost and expense.

13. Fees on Units. The current rate of monthly assessments upon condominium units is One Hundred Sixty Dollars (\$160.00). The amount of the assessment is subject to adjustment from time to time by the association's board of directors.

14. Amendments. A unit owner's rights and responsibilities may be altered by an amendment of the Declaration, as described in Section 13.4, page 11 or the By-Laws, as described in Article VII on page 9.

For Exhibit see V.14 P.345/7
Doc. #
1851366

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
WHITETAIL VILLAGE CONDOMINIUM**

1851367

SHEBOYGAN COUNTY, WI
RECORDED ON
04/28/2008 09:48AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 43.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 2
TRANS # 114292
OF PAGES: 17

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (the "Act") this 15th day of April, 2008, by Community Bank & Trust, a Wisconsin Banking Corporation, (the "Declarant").

**ARTICLE I.
STATEMENT OF DECLARATION**

The purpose of this Declaration is to submit the real estate described in Article III and the improvements constructed or to be constructed on the real estate to the condominium form of ownership and the manner provided by the Act and this Declaration.

Declarant hereby declares that along with Ann Cesar, Lori Nischik, Kimberly Tanner, and Raymond Tanis, that they are the sole owners of the real estate described in Article III, together with the buildings and improvements on and to be constructed on the real estate (together the "Condominium") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, mortgaged, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, the owners identified herein, its and their successors and assigns, and to all parties hereafter having any interest in the Condominium.

RETURN TO:
HOLDEN & HAHN, S.C.
903 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
13778A

**ARTICLE II.
NAME OF CONDOMINIUM.**

The Condominium shall be known as **Whitetail Village Condominium** (the "Condominium"). The Condominium is located in the City of Sheboygan Falls, Sheboygan County, Wisconsin upon the real estate legally described below, which is east of Bluebird Lane, west of the northerly extension of Sixth Street, north of County Trunk Highway C, commonly known as Fond du Lac Avenue, and south of the future east/west street to be constructed from Bluebird Lane and depicted upon the Certified Survey Map identified below by Document Number 1846479.

**ARTICLE III.
LEGAL DESCRIPTION OF PROPERTY.**

The real estate subject to Condominium Covenants by this Declaration is legally described as follows:

All of Lot One (1) of Certified Survey Map recorded in Volume 23 of Certified Survey Maps on Pages 250 to 252 as Document Number 1868479 being a redivision of Lot One (1) of Certified Survey Map recorded in Volume 22 of Certified Survey Maps on Page 7, as Document Number 1782901; being a part of the Southeast Quarter (SE 1/4) of Section Twenty-Six (26) Township Fifteen (15) North, Range Twenty-Two (22) East, City of Sheboygan Falls, Sheboygan County, Wisconsin, containing 100,673 Square Feet (2.311 acres) of land.

**ARTICLE IV.
DESCRIPTION AND IDENTIFICATION OF BUILDING, UNITS,
COMMON ELEMENTS, LIMITED COMMON ELEMENTS, LIMITED COMMON ELEMENTS
AND ADDITIONAL PARKING UNITS**

Section 4.1 Description of Building.

(a) **Definition.** The Real Estate contains approximately 2.311 acres and two (2) completed buildings, each containing eight units for a total of sixteen (16) units. The buildings are one (1) story in height, with slab on footings construction and are constructed principally as a wood frame building with siding comprised of face brick, fiber cement siding and panels, and the roof of the buildings is covered with asphalt composition roofing shingles. The two buildings are located on the real estate indicated in the Condominium Plat and are more fully described by the perimeter outline, dimensions and square footage depicted upon the Condominium Plat attached hereto as Exhibit A. Additional garage buildings containing additional parking units as described below are adjacent into the north of the two existing buildings.

(b) **Identification.** Each Building is designated as set forth in the Condominium Plat, using the street address building numbers "606" and "611". The approximate area of each building, the location and further details identifying and describing the buildings are as set forth in the Condominium Plat subject to the provisions of paragraph 4.2(a) below relating to Section 703.32(1), Wis. Stats. and "as built" locations of the buildings.

Section 4.2 Description of Units.

(a) **Definition.** A unit is part of the Real Estate and a Building intended for individual, private use, comprised of certain cubicles of air at one level of space, having outer boundaries formed by the interior surfaces of exterior walls (along with all windows, window frames, doors, door frames, and garage doors of the respective unit), the center of any vertical interior perimeter walls between any two units, the floor boundary extending to four (4) inches beneath the surface of the floor, and the interior surface of the ceiling below the roof trusses, as such boundaries are shown upon the Condominium Plat or exist after the completion of construction by Declarant, together with all fixtures and improvements contained within the Unit, including the right of ingress thereto and therefrom (together the "Unit"). Pursuant to Section 703.32(1), Wis. Stats., each Unit is ultimately and finally determined by the foregoing specified boundaries in the "as built" location constructed by Declarant. Notwithstanding anything in the Condominium Plat to the contrary, the "as built" unit boundaries shall control in the event of any conflict. Each Unit shall consist of either a one (1) bedroom design or a two (2) bedroom design as depicted upon the Condominium Plat and shall have designated parking space, which shall include one interior garage space as a part of the Unit and one driveway space as a Limited Common Element. Additional parking shall be available either as Common Elements or Additional Parking Units. For purposes of insurance policy coverage, each Unit shall include: (a) all exterior and interior walls, windows, doors, garage doors, garage areas and parking areas; (b) roofs of buildings and garages; (c) all floor surface and carpeting and other floor coverings and window treatments located within the Unit; (d) all electrical wiring and fixtures, plumbing and fixtures, hot water heaters, heating, ventilating, and air conditioning systems; (e) all appliances located within the Unit; (f) all decks, patios, canopies, and an porches; and (g) any Additional Parking Unit owned by the Unit Owner, including without limitation the specific parking space and an undivided one-half interest in all exterior and interior walls, windows, doors, garage doors, roofs, foundations, slabs of the Garage building in which the Additional Parking Unit is located.

(b) **Identification.** Each Unit is designated as set forth in the Condominium Plat, using the street address "606-1" through "606-8" and "611-1" through "611-8", both being inclusive, as designated by the Condominium Plat attached hereto as Exhibit 1. The approximate area of each Unit, the related limited common elements initially designated for the specific Unit, immediate common elements to which the Units have access, and further details identifying and describing the Units are as set forth in the Condominium Plat, subject to the provisions of paragraph (a) above.

(c) **Legal Description.** Units shall be identified by the Unit Number specified by the Condominium Plat. For example: Unit 611-3, Whitetail Village Condominium.

Section 4.3 Common Elements and Facilities.

(a) **Description.** Notwithstanding any depiction on the Condominium Plat to the contrary, the common elements and facilities shall consist of all improvements and appurtenances, except the Buildings and the Individual Units, fixtures, and improvements therein (as defined in Section 4.2), the Limited Common Elements and the fixtures and improvements designated for such Unit (as defined in Section 4.4), and the Additional Parking Units owned by a Unit Owner (as defined in Section 4.5), and shall include, without limitation, the remainder of the Real Estate, including without limitation (1) those portions of the Real Estate which from time to time are developed, constructed or maintained as private roadways,

driveways, entrances, walkways, and paths, (together the "Access Areas"), (2) those portions of the Real Estate which from time to time are developed, constructed or maintained as common or non-exclusive buildings, fixtures, or improvements, including without limitation, any landscaped areas, landscaping planted or growing upon the Real Estate, canopies, garden walls, exterior steps, interior stairways, traffic controls, common mailboxes, lighting poles and lamps, exterior signage, and if provided by either Declarant or the Condominium Association, then such exterior benches, picnic tables, pergolas, gazebos, patios, decks, and outdoor furniture and outdoor grills, and any common entries or common lobbies, (together the "Common Improvements"), (3) any utility services provided to or available for more than one Unit Owner, including without limitation any of the following which are in the future located at the Real Estate and are non-exclusive: (a) storm drains, inlets and sewers, (b) sanitary sewers, mains and laterals, (c) water mains, pipes, laterals and hydrants, (d) fire loops and hydrants, (e) electrical and gas lines, wires and appurtenances, (f) telephone, cable, internet, master antenna, and other forms of signal transmission lines and appurtenances, (g) common heating, ventilating, and air conditioning, (h) utility controls, switches and meters, (i) any equipment, machinery, fixtures, and improvements which are used or to be used to deliver utility services to more than one Unit (together the "Utilities"), and (4) the exterior portions of the Buildings, other than windows, window frames, doors, and door frames of the respective Unit.

(b) Easements. Each Unit Owner shall have and possess a valid, non-exclusive easement over, across, and upon the Access Areas and such other required portions of the common elements and facilities and Limited Common Elements for the purposes of pedestrian and vehicular ingress, egress, passage and traffic in, upon, over, across and through the Real Estate, and providing access to, from and between a Unit and the public roads, streets, and highways located adjacent to the Condominium (together the "Access Easement"); provided that the rights of the Unit Owner under the Access Easement shall at all times be fully in compliance with this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly adopted pursuant to the By-Laws, including without limitation any designated access routes designed to reduce disruption of other Unit Owners. Each Unit Owner shall have and possess a valid, non-exclusive easement over, across, and upon (1) the Access Areas, (2) such other required portions of the common elements and facilities, including without limitation any connections to the common Utilities, (3) the appurtenant Limited Common Elements of that Unit, and (4) if reasonable and necessary, the Limited Common Elements appurtenant to another Unit; provided that the rights of the Unit Owner under the Utility easement shall at all times be fully in compliance with this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly adopted pursuant to the By-Laws. The Declarant and the Condominium Association shall have and possess a valid, non-exclusive easement over, across, and upon (1) the Access Areas, (2) the common elements and facilities, (3) the Limited Common Elements, and (4) if reasonable and necessary, the Units, all for the purposes of the installation, repair, maintenance, alteration, operation, removal, and replacement of the Utilities and as may from time to time be necessary for either the initial construction activities of Declarant or any subsequent repair, reconstruction, and maintenance of the Condominium (together the "Condominium Easement"). Notwithstanding anything to the contrary in this Declaration, Declarant reserves a perpetual and non-exclusive easement for itself and its duly authorized agents, representatives, contractors, and employees, on, over, and upon the common elements and facilities, including but not limited to, the Access Areas and Condominium Easement for construction, development, renovation and expansion on the Real Estate, and on, over, and upon the Limited Common Elements and Units for related purposes including, but not limited to: storing, installing, utilizing or operating tools, machinery, equipment, building materials, supplies, and fixtures; maintaining and correcting drainage of surface or storm water; cutting any trees, bushes, or shrubbery; grading the soil; parking of vehicles, trucks, and machinery during construction, development, or renovation activities; constructing roads, paths, drives; constructing and installing Utilities; or taking any other action reasonably necessary. In the event Developer exercises its rights under this Section after completion of the installation of all initial improvements, final grading, and landscaping, Developer shall upon completion of the construction, promptly restore the affected property. Each Unit Owner hereby acknowledges and accepts that the activities of Declarant may temporarily impair the view and cause inconveniences to the Unit Owners, including, but not limited to noise, dust, debris, temporary access, storage of construction equipment and materials, and impair the use of common elements and Limited Common Elements. Declarant reserves the right to: use any Units owned by Declarant as a mode or temporary management office or sales office, and relocate the same from time to time within the Real Estate; maintain on the Real Estate such advertising and sales-related signs as may comply with applicable governmental regulations, which may be placed in a location on the Real Estate and may be relocated or removed, all at the sole discretion of Declarant; provided, however that this right and easement shall only continue until Declarant has sold all of the Units it owns.

(d) Use. Each Unit Owner shall have and possess a valid right to the non-exclusive use and enjoyment of the common elements and facilities, including without limitation the Access Areas and Common Improvements; provided that the use is at all times fully in compliance with this Declaration, the By-Laws of the Condominium Association, any rules and regulations properly adopted pursuant to the By-Laws, is consistent with reasonable residential use of the Condominium, does not constitute a nuisance, does not interfere with or materially adversely affect the rights and interests of any other Unit Owner, the Condominium Association, the Declarant, and does not violate any applicable law, statute, code or ordinance.

Section 4.4 Limited Common Elements.

(a) **Description.** Notwithstanding any depiction on the Condominium Plat to the contrary, a portion of the common elements and facilities are designated as "Limited Common Elements." The Limited Common Elements are located exterior to the Unit and are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of the other Unit in the Condominium, but subject at all times to the provisions of Section 4.3, including without limitation the Access Easement. The Limited Common Elements consist of any entrances, covered porches, decks, and patios appurtenant to only one or two Units, that portion of the driveway in front of the garage space assigned to such Unit, and any Unit mailbox within a mailbox cluster. The use of any Limited Common Elements which are shared by two Units shall at all times be fully in compliance with this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly adopted pursuant to the By-Laws, including without limitation any rules designed to reduce disruption of the other Unit Owner. The Declarant or the Condominium Association may from time to time construct, designate and provide within the common elements a storage space assigned to a Unit, which shall then also be a Limited Common Element for that Unit. The storage space shall not be used to store any dangerous, hazardous, or flammable materials, shall only be used for the storage of items owned by the Unit Owner, and shall be located within and not in front of the storage space. The Condominium Association may from time to time designate a portion of any garden area located within the common element as a Limited Common Element for a Unit.

(b) **Use.** The manner of use of the Limited Common Elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Condominium Association, and no Unit Owner shall alter, remove, repair, decorate, landscape, or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and rules and regulations, or in any manner which is not consistent with the common design elements of the Condominium. No changes or alterations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Condominium Association, which approval may be given upon such terms and conditions as the Condominium Association deems appropriate.

Section 4.5 Additional Parking Units.

(a) **Description.** The Condominium Plat depicts three (3) garage buildings only one (1) of which is currently constructed as of the date of the execution of this Declaration. Two (2) optional garage buildings may be constructed consistent with the construction design of the existing garage building. The existing garage building contains two (2) additional parking spaces and each additional parking space shall be the "Additional Parking Unit".

(b) **Use.** The Additional Parking Units are intended to supplement the vehicle parking available to every Unit, which parking spaces are located within the Unit and located outdoors in the Limited Common Element driveway upon the common area parking spaces. Additional parking units may be sold by the Declarant to the Unit Owners. Additional parking units may only be owned by a Unit Owner, the Condominium Association, or Declarant. Additional parking shall be used primarily for the parking of a licensed and operational motor vehicle owned or leased by the occupant of a Unit and shall not be used solely for storage of other personal property. In order to provide for the availability of Additional Parking Units to as many Unit Owners as possible, no Unit Owners shall own more than one (1) additional parking unit. Additional Parking Units shall be available for sale and transfer by Deed from one Unit Owner to another as long as the recipient does not already own an Additional Parking Unit. The Condominium Association shall have the right to purchase or receive title to an Additional Parking Unit, either from the Unit Owner or from the Declarant, without any limitation on the number of Additional Parking Units which can be owned by the Condominium Association. In the event that the Condominium Association purchases or receives title to an Additional Parking Unit, it shall be available to the Unit Owners, either for rent or for purchase from the Condominium Association, under such additional terms and conditions established by the Condominium Association. Each Owner of an Additional Parking Unit shall have and possess a valid right to the use and enjoyment of the Additional Parking Unit; provided that the use is at all times fully in compliance with this Declaration, the By-Laws of the Condominium Association, any reasonable rules and regulations properly adopted pursuant to the By-Laws, and is consistent with reasonable residential use of the Condominium, does not constitute a nuisance nor interfere with or materially adversely affect the rights and interests of any other Unit Owner, the Condominium Association, the Declarant, and does not violate any applicable law, statute, code, or ordinance. No changes or alterations shall be made by any Unit Owner to any Additional Parking Unit or the Garage building in which it is located without the prior written approval of the Condominium Association, which approval may be given upon such terms and conditions as the Condominium Association deems appropriate; provided, however, that the owners of the Garage building containing the Additional Parking Units shall pay the entire expense and costs of maintaining, repairing, restoring, and if necessary, rebuilding the Garage building, as required by the Condominium Association. In the event that an additional Garage building or buildings are constructed upon the premises consistent with Exhibit A, the construction and design of the optional Garage buildings shall be consistent with the existing Garage building and shall be constructed at the sole expense of the Condominium Association. In the event that the optional Garage buildings are not constructed, the Condominium may utilize the space designated for the optional Garage building for additional parking for rental by the Condominium Association to qualifying Unit Owners. The construction of any optional Garage building shall be an expense paid for by the Condominium

Association.

(c) **Identification and Legal Description.** Each Additional Parking Unit is identified and designated as set forth in the Condominium Plat, using the numbers "1" through "2" inclusive. Any optional Garage building constructed by the Condominium Association shall utilize succeeding numbers for the Parking Units included in the optional Garage building. Odd numbered Additional Parking Units will be on the left side of the garage and even numbered Additional Parking Units will be on the right side, when facing the garage from the driveway (for example: Additional Parking Unit 1 will be on the left side of the garage containing Additional Parking Units 1 and 2). The approximate area of each garage and Additional Parking Unit, the location and further details identifying and describing the existing Garage and the optional Garage buildings are set forth in the Condominium Plat subject to the provisions of Section 4.2(a) above relating to Wis. Stat. Sec. 703.32 (1) and "as built" locations of the garage buildings. The Additional Parking Units shall be legally described and conveyed using a legal description as identified above (for example: "Additional Parking Unit 1, Whitetail Village Condominium").

ARTICLE V. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements and facilities and Limited Common Elements as a tenant in common with the other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and facilities and Limited Common Elements for all purposes incident to the use and occupancy of his/her/their Unit as a place of residence and such other incidental use as permitted by this Declaration, which rights shall be appurtenant to and run with his/her/their Unit. The fraction of such undivided interest (the "Allocated Interest") in the Common Elements and facilities and Limited Common Elements relating to each Unit and its Owner for all purposes, including proportionate payment of common expenses, shall be one-sixteenth (1/16th) per Unit, or 6.25% per Unit. The Allocated Interest shall not in any event be adjusted based upon the dissimilar sizes, values, or features of the Units, it being the intent of the Declarant to specifically determine the Allocated Interest based solely upon the number of Units within the Condominium. No Unit Owner, his/her/their family and guests, or tenants, may hinder or encroach upon the lawful rights of any other Unit Owner or such Unit Owner's family and guests or Units with respect to such Unit with the exception of the Limited Common Elements as described in this Declaration.

ARTICLE VI. ASSOCIATION OF UNIT OWNERS.

Section 6.1 Membership, Duties, and Obligations. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners to be known as **WHITETAIL VILLAGE CONDOMINIUM OWNERS ASSOCIATION** (the "Condominium Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and Limited Common Elements. The Condominium Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Unless and until incorporation, the Condominium Association shall be an unincorporated association. Each Unit Owner and the occupants of the Unit shall abide by and be subject to all of the rules, regulations, duties, and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

Section 6.2 Voting Rights. Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one (1) membership and one (1) vote shall exist for each Unit. If there exists more than one owner of a Unit, then the owners shall determine between themselves who has the right to cast the one vote or may divide their vote in relation to their ownership interest, but in no event shall the owner of any one Unit, if there be more than one, have more than one vote. Unanimous agreement of multiple owners is conclusively presumed if any one of them purports to cast the one vote without protest being made promptly by any of the other owners to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary stating that thereafter votes must be cast pro rata. For purposes of this Section 6.2, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Office of the Register of Deeds for Sheboygan County. The respective rights, qualifications, and obligations of the members shall be as set forth in the By-Laws of the Association.

Section 6.3 Condominium Association Personnel. The Condominium Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Condominium Association may contract for common services or utilities as may be required for each Unit.

**ARTICLE VII.
PURPOSE OF BUILDINGS AND UNITS, USE, AND RESTRICTIONS.**

Section 7.1 Purpose of Buildings and Units. The Condominium and the Units are intended for and restricted to single family residential use as governed by the terms and conditions contained herein, the applicable zoning ordinances of the City of Sheboygan Falls, and in the By-Laws of the Association. The use of the Units, Limited Common Elements, and common elements and facilities shall comply with the City of Sheboygan Falls Ordinances, any other applicable municipal ordinance, and any other restrictions as contained in the Condominium Association's By-Laws and any rules and regulations adopted by the Condominium Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements and facilities, Limited Common Elements, or other Units by the other Unit Owners. There shall be no storage of material outside of a Unit or Additional Parking Unit, except only as permitted by the Condominium Association, and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium, create or otherwise constitute a material risk of harm to other Unit Owners or constitute a nuisance.

Section 7.2 Leasing. A Unit Owner may lease all of his/her/their Unit, provided, however, that all of the following conditions are fully satisfied: (1) after leasing, such use by a tenant is consistent with this Article, the Declaration, and the Condominium Association By-Laws, including without limitation the Condominium Age Restriction set forth in Section 7.3, (2) such tenant shall at all times fully comply with this Article, the Declaration, the Condominium Association By-Laws, and any rules and regulations adopted pursuant to the By-Laws, and the tenant shall be similarly obligated under Section 14.13 relating to remedies in the event of violation, (3) the Unit Owner shall have no right to lease only the Limited Common Element of a Unit and (4) Unit Owners are required to notify the Condominium Association in writing prior to leasing to another party. A Unit Owner may not lease his/her/their Additional Parking Unit, unless the Unit Owner leases it to another Unit Owner who does not already own an Additional Parking Unit.

Section 7.3 Restrictions on Ownership. The Condominium is an age-restricted community. Each Unit, if occupied, shall be occupied by at least one person 55 years of age or older, based upon birth date as of the time that title to Unit is conveyed (the "Condominium Age Restriction"); provided however, that upon written petition, the Board of Directors of the Condominium Association may grant a waiver of this restriction only to persons at least 50 years of age (based on birth date as of the time that title to the Unit is conveyed) if at least one person 50 years of age or older will occupy the Unit and the result of such waiver would result in at least 80% of all the Units in the Condominium being occupied by persons 55 years of age or older. For purposes of this Section 7.3 only, the term "Occupied" shall be defined to allow the person fulfilling the Condominium Age Restriction to be absent from occupancy of the Unit for a period of not more than thirty (30) days without resulting in a violation of the Condominium Age Restriction. In the event that the person fulfilling the Condominium Age Restriction no longer occupies the Unit, the Unit Owner shall proceed with diligence to sell, transfer, rent or convey the Unit in order to comply with the Condominium Age Restriction. The Board of Directors of the Association may grant such waiver for a limited time period and upon such terms and conditions as deemed necessary by the Board of Directors to protect the age restricted character of the Condominium. The Board of Directors of the Condominium Association shall be the sole entity charged with overseeing compliance with all age restriction matters in the Condominium. Notwithstanding anything herein to the contrary, the Condominium Association shall have the power and authority to implement whatever rules, policies and procedures are necessary to permit the Units to comply with the applicable provisions of the Fair Housing Act relating to an age restricted community. These rules, policies, and procedures include, but are not limited to, occupant age verification and periodic occupant surveys. In order to preserve the age restricted nature of the Condominium and maintain an exemption from the applicable age discrimination provisions of the Fair Housing Act Amendments of 1988 or any similar Federal, State, or local law regulation dealing with age discrimination, Declarant, as long as it owns any Unit in the Condominium, shall have the power to amend, from time to time, the Condominium age restriction and/or the terms and provisions of this Section 7.3 unilaterally and without consent of the Unit Owners or any other party, and may do so by recording an Amendment to this Declaration relating only to this Section 7.3. The restrictions on ownership found in this paragraph shall not apply to any person currently owning a Unit as of the date of the execution of this Declaration.

**ARTICLE VIII.
PROVISIONS AS TO REPAIRS AND MAINTENANCE.**

Section 8.1 Individual Units and Limited Common Elements. Each Unit Owner shall be responsible for maintaining, repairing, replacing, and keeping the Unit and all of the fixtures, improvements, and appurtenances located within the Unit or upon the Limited Common Elements (except for the driveway), in good order, condition, and repair consistent with the high quality nature of the Condominium, and shall be responsible for decorating, painting, and keeping the interior of the Unit, fixtures and improvements of the Unit, and Limited Common Elements in good repair, aesthetically pleasing, and consistent with the original design and plans. Each Unit Owner shall be responsible for the maintenance, repair, or replacement of any individual sewer and water laterals and pipes exclusively serving a Unit, doors and windows (including

replacement of broken glass), screens and screening, lighting fixtures, heating and air conditioning equipment exclusively serving a Unit, or other equipment which may be in or exclusively serve the Unit, along with Utilities exclusively serving a Unit. Any Utilities serving only one Unit shall be constructed, installed, maintained, repaired, replaced, and kept in good, safe, and orderly condition and repair, by and at the sole cost and expense of the individual Unit Owner, at a standard appropriate for the high quality nature of the Condominium, whether located within the Unit or upon the Limited Common Elements of the Unit. Each Unit Owner shall be responsible for keeping the Limited Common Elements in good order, condition, and repair, subject to the Condominium Association's assumption of responsibility for such maintenance, repair, and landscaping pursuant to a maintenance contract approved by the Condominium Association (the "Maintenance Contract") and except for the Condominium Association's assumption of responsibility for the maintenance, repair, and replacement of the driveway. In the event that the Condominium Association approves a Maintenance Contract, then the Unit Owner shall at all times act in accordance with such Maintenance Contract and shall not in any way interfere with the services, work or efforts of any contractors or agents working on the Common Areas, Limited Common Elements, or the Units, pursuant to the Maintenance Contract.

Section 8.2 Common Elements and Facilities. The Condominium Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include: (a) all painting, repair, maintenance, and if applicable the plowing, of Access Areas upon the Common Elements and each driveway upon the Limited Common Elements, (b) the planting, preservation, conservation, maintenance, and upkeep of the Real Estate, including without limitation all common landscaping, whether upon the Limited Common Elements or upon the Common Elements, (c) after the completion of any initial construction by Declarant, any constructing, installing, maintaining, repairing, replacing, and keeping in the Access Areas, Common Improvements, and Utilities, in good order, condition, and repair consistent with the high quality nature of the Condominium, including without limitation any maintenance, repair, and if necessary replacement, of the exterior portions of the Buildings, including without limitation the exterior façade and the roof, but specifically excluding the windows, window frames, doors, and door frames of the respective Unit, and (d) the administration of any Maintenance Contract (together the "Condominium Management").

Section 8.3 Prohibition Against Changes by Owner. After the completion of initial construction by Declarant, a Unit Owner shall not, without first obtaining the written consent of the Condominium Association and such other approvals as may be required, make or permit to be made any alterations, changes or improvements to the exterior of the Building, or any material interior portion which can be viewed from another Unit, or to any other exterior fixtures or improvements whether at the Unit or Limited Common Elements, or to any common elements and facilities; provided, however, that the Unit Owner can and shall make such alterations, changes, or improvements for maintenance, repair, and replacement required pursuant to Section 8.1. a Unit Owner shall not perform, or allow to be performed, any act or work, or allow the installation or placement of personal property within a Unit, which will impair the structural soundness or integrity of the Building, or the safety of the Condominium or Unit Owners, or impair any easement or hereditament, without the prior written consent of the Condominium Association.

Section 8.4 Entry for Repairs. The Declarant and the Condominium Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions for any maintenance, construction or repair of Utilities or for any other matters for which the Condominium Association is responsible, including without limitation the Condominium Management. Such entry shall be made with prior notice to the Unit Owners, except in the case of any emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owners as practical; provided that no prior notice or non-interference shall apply with respect to services or work performed pursuant to a Maintenance Contract. Any damage to a Unit caused by the Condominium Association shall be repaired by the Condominium Association and treated as a common expense except as allocable to an individual Unit or Units.

Section 8.5 Utility Bills. Each Unit Owner shall pay for all telephone, electrical, gas, cable, communications and other utility services which are separately metered or billed to each user by the respective utility company, or are appropriately billed or charged by the Condominium Association to a Unit Owner based upon that Unit Owner's responsibility for any costs, expenses, and damages to the Utilities. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

Section 8.6 Unit Owner's Rights With Respect to Interiors. Each Unit Owner shall have the exclusive right to paint, repaint, panel, paper, or otherwise refurnish and decorate the interior surfaces of the Unit and all walls, ceilings, floors, and doors within such boundaries.

Section 8.7 Indemnification. Each Unit Owner, with respect to its Unit, including without limitation the Limited Common Elements, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold the other Unit Owners, the Condominium Association, and the Declarant, their successors, assigns, tenants and occupants, harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and

all suits, actions and judgments (including, but not limited to, costs and attorneys fees) arising out of or in any way related to personal injury, death or damage to property occurring upon the Unit, including without limitation the Limited Common Elements, or otherwise relating to the failure by such party to maintain the Unit in a safe and proper condition. Each party shall give each other party prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

Section 8.8 Insurance. Each Unit Owner, for and with respect to its Unit, including without limitation the elements of the Unit as defined in Section 4.2(a) for purposes of insurance and the Limited Common Elements, shall procure and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its Unit, including without limitation the Limited Common Elements, with reasonable limits of the policies which conform to the requirements that the policies cover full insurable value and are sufficient for the Unit Owner to comply with the requirements for repair and reconstruction under Section 9.1. Upon the written request of the Association, a Unit Owner shall provide certificates of such insurance. The policy required by this Section shall name the Condominium Association as an additional insured and shall include an endorsement to the effect that the insurer agrees to notify Condominium Association not less than ten (10) days in advance of any cancellation or non-renewal of the policy. Provided that the insurance coverage is not thereby invalidated, each Unit Owner, for itself and its insurer, hereby releases the Association and Declarant from and against any and all claims, demands, liabilities or obligations whatsoever to the extent that such damage or loss is covered by the insurance which the Unit Owner carries.

ARTICLE IX. DESTRUCTION AND RECONSTRUCTION.

Section 9.1 Unit Destruction and Reconstruction. In the event of a partial or total destruction of a Unit (including without limitation the elements of the Unit as defined in Section 4.2(a) for purposes of insurance), or equipment, fixtures, or improvements upon the appurtenant Limited Common Elements, the damage or destruction shall be repaired by the Unit Owner as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction, the design, plan, and specifications of any building or Unit may vary from that of the original only after first obtaining the written consent of the Condominium Association.

Section 9.2 Common Element Destruction and Reconstruction. In the event of a partial or total destruction of equipment, fixtures, or improvements upon the Real Estate, except for within a Unit under Section 9.1, it shall be repaired and rebuilt by the Condominium Association as soon as practicable and substantially to the same design, plan, and specifications as originally built, unless a vote is taken by the Condominium Association authorizing the Board of Directors to take other action. On reconstruction, the design, plan, and specifications of any building or Unit may vary from that of the original after first obtaining such approvals as may be required; and the location shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Condominium Association and collected for damage or destruction to Access Areas, Common Improvements, and Utilities shall be available to the Condominium Association for the purpose of repair or reconstruction, as provided in Article X. The Condominium Association shall have the right to levy assessments as a common expense in the event that the proceeds of any insurance collected (excluding deductibles) are insufficient to pay the estimated or actual costs of repair or reconstruction required to be completed by the Condominium Association.

ARTICLE X. INSURANCE.

The Board of Directors of the Condominium Association shall provide and maintain fire and broad form extended coverage insurance on the Common Areas, including without limitation the Building (excluding the elements of the Unit as defined in Section 4.2(1) for purposes of insurance), the Access Areas, Common Improvements, and Utilities. Such insurance shall be obtained in the name of the Condominium Association as trustee for each of the Unit Owners and their respective mortgages as their interest may appear. 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 Condominium Association, and their respective servants, agents, and guests, and that the insurance cannot be canceled, invalidated, nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Condominium Association giving it an opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and that the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value and sufficient for the Condominium Association to comply with the requirements for repair and reconstruction under Section 9.2.

If the insurance coverage is available to combine protection for the Condominium Association and the Unit Owner's

individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he/she/they direct(s) the Board of Directors to include in such policies for his/her/their additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his/her/their own expense, to provide any additional insurance provided by the Condominium Association.

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and Limited Common Elements, including without limitation the Access Areas, Common Improvements, and Utilities, in such amounts as may be determined at the discretion of the Board of Directors from time to time.

ARTICLE XI. UNIT OWNER LIABILITY FOR COMMON EXPENSES.

Section 11.1 Assessment for Common Expenses. The Costs of administration of the Condominium Association, liability, fire, and extended coverage insurance premiums, lawn care, landscaping, trash service, snow removal, repair, maintenance, and other expenses of the common elements and facilities and Limited Common Elements, including any Maintenance Contract and common services provided to the Unit Owners, and any and all other items, costs, and expenses included or contemplated within the Condominium Management described in Section 8.2, shall be paid for by the Association. The Condominium Association shall make assessments against the Unit Owners and the Units for such common expenses in proportion with the percentage of the undivided interest in the common elements and facilities and Limited Common Elements relating to each Unit, in the manner provided in the By-Laws of the Association. To the extent provided for under the By-Laws, the assessments may distinguish between Units for which an occupancy permit has been issued and which have been at least initially occupied and Units which have either not been constructed, not yet occupied, or for which an occupancy permit has not yet been issued, and allocate the costs of administration of the Condominium Association in an equitable manner based upon occupancy and ability to use the Unit for residential purposes. 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 Condominium Association property, and the construction or purchase of new capital improvements, but may be levied only upon the affirmative vote of sixty (60%) percent of the Unit Owners at a meeting duly called for that purpose in accordance with the provisions of the By-Laws of the Association. No Unit Owner may exempt himself/herself/themselves or his/her/their unit ownership from liability for his/her/their contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements and facilities and Limited Common Elements or by abandonment of his/her/their Unit; and no conveyance shall relieve the Unit Owner-grantor his/her/their Unit of such liability, and he/she/they shall be jointly, severally, and personally liable along with his/her/their grantee in any conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his/her/their Unit have been paid.

Section 11.2 Payment and Collection of Assessments. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Condominium Association to meet estimated common expenses of the Condominium Association for the ensuing year; provided, however, if prorated and billed monthly, the assessments shall not be considered due until the respective installment payment dates. Should the annual assessments be determined insufficient to pay the common expenses, the Board of Directors of the Condominium Association may increase the amount thereof, and thereupon shall give written notice of such action to the Unit Owners. 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. Excess assessments shall be distributed on the same basis as they were collected from the Unit Owners. Additionally, the Board of Directors may make such repayments in their discretion, with due regard for past payment pattern and future needs. In the event of delinquency in payment, the Condominium Association may accelerate annual assessments remaining unpaid with remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. All assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. If not paid by the date due, the assessment for common expenses shall include such interest as the Condominium Association may impose in the By-Laws for delinquencies, the costs of collection, and actual attorney fees, and shall constitute a lien on the Unit and the related individual interest in the common elements and facility appurtenant thereto against which it is assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Wisconsin Statutes.

Section 11.3 Certificate of Status of Assessments. The Condominium Association shall furnish, upon request of a Unit Owner or such other persons who may 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 Condominium Association setting forth as a specified date the amount of unpaid or excess assessments on a specified unit.

ARTICLE XII. EASEMENT, RESERVATIONS, AND ENCROACHMENTS.

Section 12.1 Utilities. Easements, including without limitation, the Access Easement, the Utility easement, and the Condominium Easement are hereby declared and granted for the benefit of the Unit Owners, the Condominium Association, and the Declarant.

Section 12.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the common elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the Building containing such Unit shall remain standing, and Unit and common element boundaries shall be as provided in the Act; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the common elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

Section 12.3 Binding Effect. All easements and rights described in this Section 12 are easements appurtenant, running with the land, and are subject to the reasonable control of the Condominium Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, their successors and assigns, and on all Unit Owners, purchasers, and mortgages, and their heirs, personal representatives, successors and assigns, and shall be binding upon the Unit Owner's tenants, invitees and guests. The Condominium Association and the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 12. By acceptance of a deed of conveyance of a Unit, each Unit Owner agrees on their own behalf, and on behalf of their heirs, personal representatives, successors and assigns, tenants, invitees, and guests to abide by the terms, conditions, restrictions, covenants, and easements set forth in this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly promulgated by the Association.

ARTICLE XIII. GENERAL PROVISIONS.

Section 13.1 Partition of Common Elements Prohibited. There shall be no partition of the common elements and facilities and Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Condominium is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership of condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may subdivided or separated.

Section 13.2 Conveyance to Include Interests in Common Elements and Facilities and Limited Common Elements. The percentage of the undivided interest in the common elements facilities and Limited Common Elements shall not be separated from the Unit to which it pertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his/her/their interest in the Unit and his/her/their corresponding percentage of ownership in the common elements and facilities and Limited Common Elements, along with any Additional Parking Unit owned by Unit Owner as of the date of the conveyance of the Unit, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

Section 13.3 Failure of Condominium Association to Insist on Strict Performance Not Waiver. The failure of the Declarant or the Condominium Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition, or restriction, but such term, covenant, condition, restriction shall remain in full force and effect. The receipt by the Condominium Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Condominium Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 13.4 Amendments to Declaration. Except as otherwise provided by the Act with respect to termination of the Condominium form of ownership, this Declaration may be amended by an affirmative 75% vote and written consent of all votes entitled to be cast by members of the Condominium Association and written consent of their respective mortgagees. Copies of amendments shall be certified by the Board of Directors of the Condominium Association in a form suitable for recording. The amendment shall be recorded with the Register of Deeds for Sheboygan County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his/her/their address on file with the Association.

Section 13.5 Notices. All Notices and other documents required to be given by this Declaration or by the By-Laws of the Condominium Association shall be sufficient if given to (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be mailed to: Community Bank & Trust, 604 North Eighth Street, Sheboygan, WI 53081. All owners shall provide the Board of Directors of the Condominium Association with an address for mailing or service of any notice or other documents and the Board of Directors shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with it.

Section 13.6 Termination of the 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 13.7 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 Condominium 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 13.8 Real Estate Taxes. Real Estate taxes shall be taxed separately to each Unit Owner on an ad valorem basis determined by the assessed value of the Unit, the appurtenant Limited Common Elements, the Allocated Interest in the common elements and facilities, and, if owned by the Unit Owner, the Additional Parking Unit. Declarant shall be responsible for paying all real estate taxes assessed against any Unit which it owns. In the event the Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes. In the event the Condominium Association is assessed for real estate taxes on Additional Parking Units, then the provisions of any rental agreement between the Condominium Association and the Unit Owner shall determine whether the Unit Owner or the Condominium Association shall pay the real estate taxes.

Section 13.9 Service of Process. The person to receive service of process upon the Condominium Association shall be Marianne Portschy whose address is 604 North Eighth Street, Sheboygan, WI 53081. The members of the Condominium 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.

Section 13.10 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 Declaration, which shall remain in full force and effect.

Section 13.11 Captions. The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

Section 13.12 Definitions. The term "Declarant" shall be broadly defined to mean, in addition to Whitetail Village, LLC, any successor in title to Declarant's interest in the real estate (other than a unit owner) and any other assignee or successor of Declarant (other than a unit owner) and, if for any reason, Declarant ceases to exist as a legal entity, then the powers, rights, duties and obligations of Declarant as provided in this Declaration shall be exercised and discharged by Declarant's member or members, or their designee.

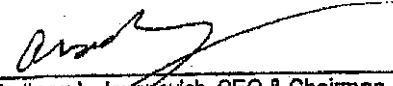
Section 13.13 Remedies. If any Unit Owner fails to comply with, breaches, or defaults under, the provisions of the Act, this Declaration, the By-Laws of the Condominium Association, or any rules and regulations properly promulgated by the Association, such Unit Owner shall reimburse the Condominium Association for any loss, costs, and damages arising out of or resulting from such breach or default, and the Unit Owner may be sued for damages caused by such failure, breach or default, or for injunctive relief, or both, by the Condominium Association, Declarant, or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred and no/100ths (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Section. Any and all attorneys fees and other expenses incurred by the Condominium Association or Declarant in enforcing this provision shall be reimbursed by the Unit Owner in violation. In the event that the Unit Owner fails to obtain the insurance policy coverage required by Section 8.8 within five (5) days of written notice from the Board of Directors of the Condominium Association, then the Board of Directors shall have the right to procure the required insurance policy for and on behalf of the Unit Owner and the

cost of such policy shall be assessed to the Unit Owner. Any obligations of a Unit Owner under this paragraph may be assessed as a special assessment against such owner's Unit and shall constitute a lien against the Unit.

Section 13.14 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 gender shall include all genders.

IN WITNESS WHEREOF, the said Declarant has caused this document to be executed at Sheboygan, Wisconsin, as of the first date set forth above.

COMMUNITY BANK & TRUST

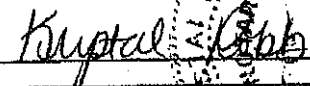
BY: 

Anthony L. Jovanovich, CEO & Chairman

ACKNOWLEDGMENT

State of Wisconsin)
) ss
Sheboygan County)

Personally came before me this 15 day of April, 2008, Anthony L. Jovanovich, to me known to be the person who executed the foregoing instrument as CEO and Chairman of Community Bank & Trust, and acknowledged the same.


Notary Public, State of Wisconsin
My Commission: (expires 12/1/10 / is permanent)

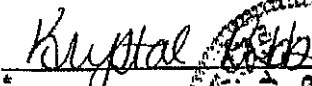
OWNER


Ann Cesar

ACKNOWLEDGMENT

State of Wisconsin)
) ss
Sheboygan County)

Personally came before me this 15 day of April, 2008, Ann Cesar, to me known to be the person who executed the foregoing instrument acknowledged the same.


Notary Public, State of Wisconsin
My Commission: (expires 12/1/10 / is permanent)

OWNER

Lori Nischik
Lori Nischik

ACKNOWLEDGMENT

State of Wisconsin)
Sheboygan County) ss

Personally came before me this 15 day of April, 2008, Lori Nischik, to me known to be the person who executed the foregoing instrument acknowledged the same.

Kristal Robb
Notary Public, State of Wisconsin
My Commission: (expires 12/31/2011 /is permanent)

OWNER

Kimberly E. Tanner
Kimberly Tanner, Individually,
And as Surviving Joint Tenant for Vance Tanner

ACKNOWLEDGMENT

State of Wisconsin)
Sheboygan County) ss

Personally came before me this 16 day of April, 2008, Kimberly Tanner, to me known to be the person who executed the foregoing instrument acknowledged the same.

Kristal Robb
Notary Public, State of Wisconsin
My Commission: (expires 12/31/2011 /is permanent)

OWNER

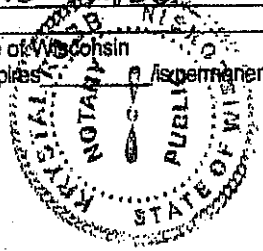
Ray Tanis
Raymond Tanis

ACKNOWLEDGMENT

State of Wisconsin)
Sheboygan County) ss

Personally came before me this 15 day of April, 2008, Raymond Tanis, to me known to be the person who executed the foregoing instrument acknowledged the same.

Kristal R. B.
Notary Public, State of Wisconsin
My Commission: (expires 8/31/2011 / permanent)



This instrument was drafted by:

Attorney Richard Hahn
Holden & Hahn, S.C.
903 North Sixth Street
Sheboygan, WI 53081

13778A.03.31.08

A PART OF THE SE1/4 OF
SECTION 26, T.15N., R.22E.,
CITY OF SHEBOYGAN FALLS,
SHEBOYGAN COUNTY, WISCONSIN

PROPERTY ADDRESS:
806 & 811 DANUBE COURT
SHEBOYGAN FALLS, WI 53085

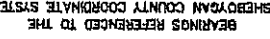
All of Lot 1 of Certified Survey Map recorded in Volume 23 of Certified Survey Maps, on Page 250 to 252, as Document No. 1058479 being a subdivision of Lot 1 of Certified Survey Map recorded in Volume 22 of Certified Survey Maps, on Page 7, as Document No. 1782200; being a part of the Southeast Quarter (SE1/4) of Section Twenty-Six (26), Township Fifteen (15) North, Range Twenty-Two (22) East, City of Shalagong, and containing 750.273 acres (750 2/3 acres) of land.

1. Anthony P. Lufkin, Registered Land Surveyor of Aero-Metric, Inc., do hereby certify that I have surveyed the above described property and that this survey, in accordance with the provisions of the laws of the State of New York, is a true and correct representation of the actual boundary lines and the location of the buildings and improvements contained or to be contained upon the property.

This plot is a correct representation of WHITETAIL WILGAGE CONDOMINIUM as proposed at the date hereof, and the identification and location of each unit and common elements may not be determined from the plot. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units shown on the plot, and the undersigned does not and does not intend to make any such certification.

Anthony J. Lutz
FREEDOM, REDUCTION, LAND SURVEYOR
Anthony P. Lutz, P.C. 6-3085

PROJECT FILE: 207138
 DWG. FILE: WORKFAR
 DRAFTED BY: B.J.B.
 DATE: 12-03-07
 NOTEBOOK: B-283 PAGE: 20-23
 SHEET 1 OF 3 D-25631



LINE TABLE	
LINE	MEASUREMENT
L1	200'-00"-10"V
L2	230'-25"-43"E
L3	174'-00"-17"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	C. BEARING	CHORD	DELTA	TANGENT
C	12.0'	70.0'	185° 56' 58"	13.96'	105° 15'	8.68'
D	109.46'	70.0'	55° 53' 43"	68.59'	90° 00'	71.00'
			332.0° 00' 00"	68.59'	85° 00' 00"	73.00'

- = 1.25" Outside Dia. x 24" IRON PIPE SET WT., 1.68 LBS. PER LINEAL FT.
- = 1.25" Outside Dia. IRON PIPE FOUND
- ⊙ = SHEBROOK COUNTY MONUMENT FOUND
- ⊙ = 3/4" IRON PIPE FOUND

PRO-METRIC
Aero-Metric, Incorporated
Land Planning & Design Division
900-57-2194 800-472-2313 FAX 402-582-5252
4020 TECHNOLOGY PARKWAY, SHERIDAN, WY 82801

WHITETAIL VILLAGE CONDOMINIUM

A PART OF THE SE1/4 OF
SECTION 26, T.15N., R.22E.,
CITY OF SHEBOYGAN FALLS,
SHEBOYGAN COUNTY, WISCONSIN

PREPARED FOR:
HOLDEN & HARR, S.C.
C/O COMMUNITY BANK & TRUST
815 NORTH SIXTH STREET
SHEBOYGAN, WI 53081

PROPERTY ADDRESS:
808 & 811 DANUBE COURT
SHEBOYGAN FALLS, WI 53085

LINE TABLE		
LINE	BEARINGS	LENGTH
1	S 89° 58' 30" E	27.69'
2	S 89° 58' 30" E	27.69'
3	S 89° 58' 30" E	27.69'
4	S 89° 58' 30" E	27.69'

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
1	13.38'	70.00'	13.38'
2	13.38'	70.00'	13.38'
3	13.38'	70.00'	13.38'
4	13.38'	70.00'	13.38'



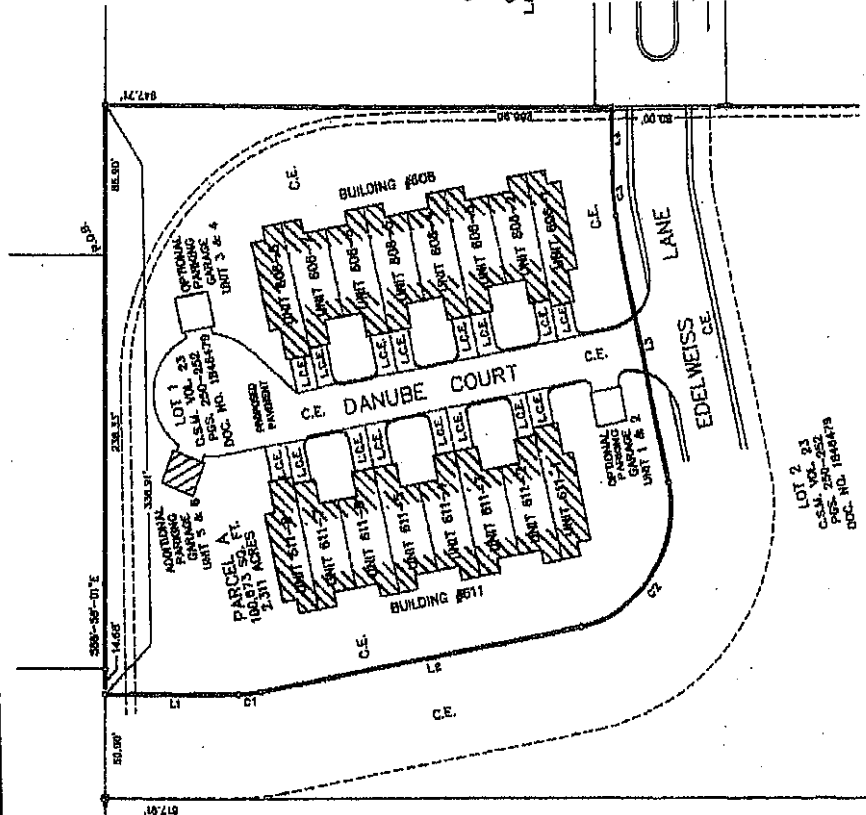
PROJECT FILE: 2001-01
DWC FILE: WHITETAIL
ADAPTED BY: J.E.H.
DATE: 12/20/01
NOTES: P-23, P-24, P-25
SHEET 2 OF 3 P-23/24

BEARINGS REFERENCED TO THE
SHEBOYGAN COUNTY COORDINATE SYSTEM



LEGEND

- 1.25" Outside Dia. x 24" IRON PIPE SET
- 1.25" Outside Dia. IRON PIPE FOUND
- 1.25" Outside Dia. IRON PIPE FOUND
- 3/4" IRON PIPE FOUND
- COMMON ELEMENT
- LIMITED COMMON ELEMENT



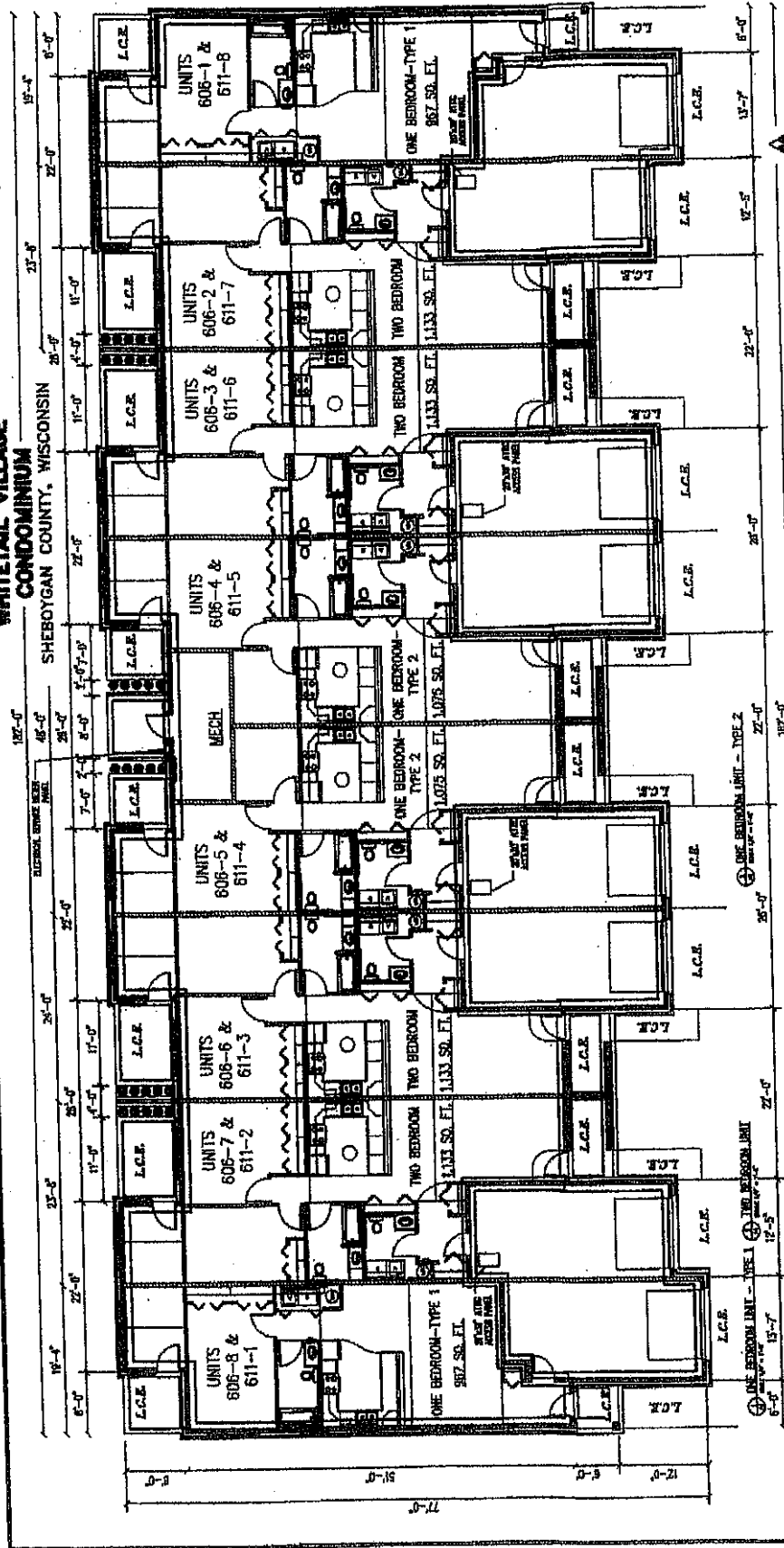
LOT 2
C.S.A. VOL. 23
P.C. NO. 184473
DOC. NO. 184473

DRAWN BY: J.E.H. DATE: April 2001
Anthony P. Kelly
REGISTERED PROFESSIONAL ENGINEER
STATE OF WISCONSIN

PRO-METRIC
Asco-Metric, Incorporated
Land Planning & Design Division
TECHNOLOGY PARKWAY SHEBOYGAN, WISCONSIN 53085
PHONE: 920.457.4540 FAX: 920.457.4540

WHITETAIL VILLAGE CONDOMINIUM

SHEBOYGAN COUNTY, WISCONSIN



AERO-METRIC
Aero-Metric, Incorporated
Land Planning & Design Division
800-457-8894 800-475-2333 FAX
4400 TECHWILLOW PARKWAY WESTMINSTER, COLORADO 80030

Dated this 14th day of April 2002
Anthony P. Sullivan
Anthony P. Sullivan, Licensed Surveyor

PROJECT FILE: 2071132
DWG FILE: WHITEAIL
DRAFTED BY: RAB
DATE: 12-15-01
NOTES: 1-283 PAGES: 28-31
SHEET 3 OF 3 P-28301

NOT TO SCALE
PROPOSED FLOOR PLANS PROVIDED BY
LAW ARCHITECTS AND DO NOT REPRESENT
AS-BUILT CONDITIONS.
L.C.E. = LIMITED COMMON ELEMENT

Wednesday, March 18, 2015
10:51 AM

**FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP AND COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WHITETAIL VILLAGE CONDOMINIUM**

THIS FIRST AMENDMENT is executed this 8th day of October, 2008,
by the Unit Owners as members of the Whitetail Village Condominium Owners
Association (the "Condominium Association").

RECITALS:

A. Whitetail Village Condominium (hereinafter "Condominium") was
established by a Declaration of Condominium Ownership and Covenants,
Conditions and Restrictions (hereinafter "Declaration"), dated April 15, 2008, and
which was recorded in the Sheboygan County Register of Deeds Office on
April 28, 2008 as Document No. 1851367.

B. The Declaration, in Article VII, Section 7.3, currently provides that
the Condominium is an age-restricted community, requiring that each
Condominium unit be occupied by at least one person 55 years of age or older,
with the possibility under certain conditions for a waiver to persons 50 years of
age or older.

C. The Condominium Association desires to no longer have any age restrictions on persons occupying the
Condominium units.

D. At least 75% of all members of the Condominium Association with votes entitled to be cast voted in support of and
provided written consent to the repeal of the age restriction. Furthermore, each of these members' written consents to this
Amendment has been approved in writing by the first mortgagee of each respective Condominium unit.

NOW, THEREFORE, pursuant to Article XII, Section 13.4 of the Declaration, the Condominium Association declares as
follows:

1. Article VII, Section 7.3 of the Declaration is hereby repealed.
2. There shall be no age restriction with respect to those persons occupying the Condominium units.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed at Sheboygan, Wisconsin, as of
the first date set forth above.

WHITETAIL VILLAGE CONDOMINIUM OWNERS ASSOCIATION

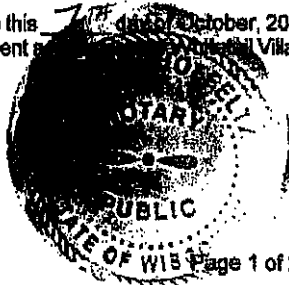
BY: 

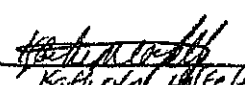
Anthony L. Jovanovich, President

ACKNOWLEDGMENT

State of Wisconsin }
Sheboygan County } ss

Personally came before me this 7th day of October, 2008, Anthony L. Jovanovich, to me known to be the person
who executed the foregoing instrument and acknowledged the same.




Notary Public, State of Wisconsin
My Commission: (expires 5/13/12) is permanent

Page 1 of 2

1862217

SHEBOYGAN COUNTY, WI

RECORDED ON
10/09/2008 02:21PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 2
TRANS # 121911
OF PAGES: 2

RETURN TO:
HOLDEN & HAHN, S.C.
903 NORTH SIXTH STREET
SHEBOYGAN, WI 53081

CONSENT OF FIRST MORTGAGE HOLDER OF THE REAL ESTATE

The undersigned, being the holder of the first mortgage on the real estate on Units 2, 3, 4, 5, 6, 8, does hereby consent to all of the terms and conditions of the foregoing First Amendment to Declaration of Condominium Ownership and Covenants, Conditions and Restrictions, and agrees that its interest in such Units shall be subject in all respects to the terms thereof.

Dated this 7th day of October, 2008

COMMUNITY BANK & TRUST

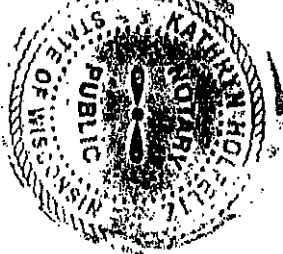
By:

Anthony L. Jovanovich,
CEO and Chairman

ACKNOWLEDGMENT

State of Wisconsin)
) ss
Sheboygan County)

Personally came before me this 7th day of October, 2008, Anthony L. Jovanovich, who acknowledged himself to be the CEO and Chairman of Community Bank & Trust, and to me known to be the person who executed the foregoing Consent of First Mortgage Holder of the Real Estate, and acknowledged the same.



Notary Public, State of Wisconsin
My Commission: (expires 5/13/2 /s permanent)

**SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP AND COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WHITETAIL VILLAGE CONDOMINIUM**

THIS FIRST AMENDMENT is executed this 14th day of January, 2009,
by the Unit Owners as members of the Whitetail Village Condominium Owners
Association (the "Condominium Association").

RECITALS:

A. Whitetail Village Condominium (hereinafter "Condominium") was
established by a Declaration of Condominium Ownership and Covenants,
Conditions and Restrictions (hereinafter "Declaration"), dated April 15, 2008, and
which was recorded in the Sheboygan County Register of Deeds Office on
April 28, 2008 as Document No. 1851367.

B. The Declaration, in Article IV, Section 4.5, refers to Additional Parking
Units, consisting of one garage building that is already constructed, and two
optional garage buildings that may be constructed in the future. Subsection (b)
currently provides that these buildings are to be used primarily for the parking
of vehicles.

C. The Condominium Association has purchased the existing garage building from the Declarant and wishes to
modify that garage building into a storage building containing sixteen (16) individual storage spaces, one for each
condominium unit. Upon completion of the modification, it is the intention of the Condominium Association that each
condominium unit owner will have the right to the exclusive use of its designated storage space as a limited common
element, consistent with Article IV, Section 4.4 of the Declaration.

D. At least 75% of all members of the Condominium Association with votes entitled to be cast voted in support of and
provided written consent to the amendment of the Declaration to allow such modification of the existing garage building.
Furthermore, each of these members' written consents to this Amendment has been approved in writing by the first
mortgagee of each respective Condominium unit.

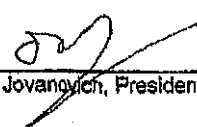
NOW, THEREFORE, pursuant to Article XII, Section 13.4 of the Declaration, the Condominium Association declares as
follows:

Article IV, Section 4.5 is amended to add the following language at the conclusion of subsection (b), which governs
"Use" of the Additional Parking Units: "Nothing in this subsection shall be deemed to prohibit the Condominium Association
from modifying the Additional Parking Units into storage buildings for use by the Unit Owners. Specifically, the
Condominium Association may modify such Additional Parking Units to provide individual storage spaces, for which each
Unit Owner will have the right to exclusive use of its designated storage space as a limited common element, consistent
with Article IV, Section 4.4 of the Declaration. All costs of such modifications shall be an expense paid for by the
Condominium Association."

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed at Sheboygan, Wisconsin, as of
the first date set forth above.

WHITETAIL VILLAGE CONDOMINIUM OWNERS ASSOCIATION

BY:


Anthony L. Jovanovich, President

1869144

SHEBOYGAN COUNTY, WI
RECORDED ON
02/02/2009 03:26PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 7
TRANS # 126689
OF PAGES: 2

RETURN TO:
HOLDEN & HAHN, S.C.
903 NORTH SIXTH STREET
SHEBOYGAN, WI 53081

ACKNOWLEDGMENT

State of Wisconsin)
) ss
Sheboygan County)

Personally came before me this 19 day of ~~October~~ ^{January, 2009}, 2008, Anthony L. Jovanovich, to me known to be the person who executed the foregoing instrument as President of Whitetail Village Condominium Owners Association, and acknowledged the same.



Notary Public, State of Wisconsin
My Commission: (expires 5/14/12 is permanent)

CONSENT OF FIRST MORTGAGE HOLDER OF THE REAL ESTATE

The undersigned, being the holder of 611 Deedbe units 4, 5, 6, 8 and 600 Deedbe the first mortgage on the real estate on Units units 1-8, does hereby consent to all of the terms and conditions of the foregoing First Amendment to Declaration of Condominium Ownership and Covenants, Conditions and Restrictions, and agrees that its interest in such Units shall be subject in all respects to the terms thereof.

Dated this 19 day of ~~October~~ ^{January, 2009}, 2008

COMMUNITY BANK & TRUST

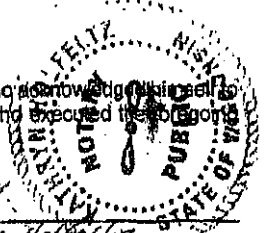
By: _____

Anthony L. Jovanovich,
CEO and Chairman

ACKNOWLEDGMENT

State of Wisconsin)
) ss
Sheboygan County)

Personally came before me this 19 day of ~~October~~ ^{January, 2009}, 2008, Anthony L. Jovanovich, who acknowledged this to be the CEO and Chairman of Community Bank & Trust, and to me known to be the person who executed the foregoing Consent of First Mortgage Holder of the Real Estate, and acknowledged the same.



Notary Public, State of Wisconsin
My Commission: (expires 5/13/12 is permanent)

CORRECTION INSTRUMENT

Document Number

Document Name

Undersigned, Attorney Richard Hahn, hereby states that he is the drafter of a certain document titled as DECLARATION OF CONDOMINIUM OWNERSHIP AND COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WHITETAIL VILLAGE CONDOMINIUM, ("DECLARATION"), recorded in Sheboygan County, Wisconsin on April 28, 2008 as Document Number 1851367, and executed by Community Bank & Trust, Ann Cesar, Lori Nischik, Kimberly Tanner, and Raymond Tanis, and that the Declaration contained the following errors:

SEE ADDENDUM A TO CORRECTION INSTRUMENT

Undersigned makes this Correction Instrument for the purpose of adding Community Bank & Trust and First Magnus Financial Corporation as signatories to the DECLARATION. (See ADDENDUM B to this Correction Instrument for signatures of Community Bank & Trust and First Magnus Financial Corporation.)

Undersigned has personal knowledge of the afore-mentioned errors as the drafter of the DECLARATION.

A copy of the DECLARATION is attached to this Correction Instrument.

1987520
SHEBOYGAN COUNTY, WI
RECORDED ON
06/13/2014 3:56 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 21

Recording Area

Name and Return Address

Brian J. Pfeil
McNally Peterson, S.C.
2600 N. Mayfair Road, Suite 1080
Milwaukee, WI 53226

See attached DECLARATION

Parcel Identification Number (PIN)



* Richard Hahn, Esq.

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Brian J. Pfeil, Esq.

ACKNOWLEDGMENT

STATE OF Wisconsin)
) ss.
Sheboygan COUNTY)

Personally came before me on June 11, 2014

the above-named Richard Hahn

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* Joseph W. Pfeil

Notary Public, State of Wisconsin

My Commission (Expiration) (expires: 10/01/2017)

"ADDENDUM A" TO CORRECTION INSTRUMENT

1. At the time of the execution of the DECLARATION, Community Bank & Trust was a first mortgagee by means of a Mortgage recorded with the Sheboygan County Register of Deeds on November 14, 2007 as Document Number 1839834, and which affected some or all of the property described in Article III of the DECLARATION; and
2. At the time of the execution of the DECLARATION, First Magnus Financial Corporation was a first mortgagee by means of a Mortgage recorded with the Sheboygan County Register of Deeds on May 15, 2007 as Document Number 1826609, and which affected some or all of the property described in Article III of the DECLARATION.

However, Community Bank & Trust and First Magnus Financial Corporation did not sign the DECLARATION as required by Wis. Stats. §703.09(1c).

"ADDENDUM B" TO CORRECTION INSTRUMENT

FIRST MORTGAGEE:

FIRST MAGNUS FINANCIAL CORPORATION

CW

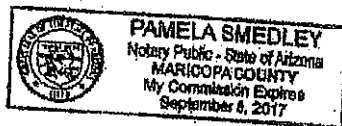
(Name) Chris Walker

(Title) First Magnus Liquidating Trust Representative

State of Arizona)

County of Maricopa) ss

Personally came before me on this 27th day of FEBRUARY, 2014, the above-named CHRIS WALKER known to me to be the person who executed the foregoing instrument and acknowledged the same.



PAMELA SMEDLEY

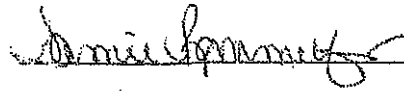
*(Print Name) Pamela Smedley

Notary Public, State of Arizona

My Commission: (expires 9-8-2017 / is permanent)

FIRST MORTGAGEE:

COMMUNITY BANK & TRUST



(Name) Jamie Rommelfaenger

(Title) Vice President of Collections

State of Wisconsin

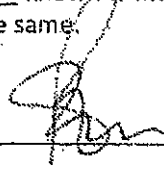
)

) ss

County of Milwaukee

)

Personally came before me on this 3rd day of March, 2014, the above-named Jamie Rommelfaenger, VP of Collections known to me to be the person who executed the foregoing instrument and acknowledged the same.



*(Print Name) Richard Hahn

Notary Public, State of Wisconsin

My Commission: Expires 11/11/15 (is permanent)

BY-LAWS

for

WHITETAIL VILLAGE CONDOMINIUM OWNERS ASSOCIATION

Table of Contents

Article I.	Plan of Ownership -----	C-1
Article II.	Voting -----	C-1
Article III.	Administration -----	C-2
Article IV.	Board of Directors -----	C-3
Article V.	Officers -----	C-6
Article VI.	Obligations of the Unit Owners -----	C-6
Article VII.	Amendment to By-Laws -----	C-9
Article VIII.	Mortgages -----	C-9
Article IX.	Compliance -----	C-9
	First Amendment to By-Laws -----	C-11
	Second Amendment to By-Laws -----	C-12

**BY-LAWS
OF
WHITETAIL VILLAGE CONDOMINIUM OWNERS ASSOCIATION**

A Non-profit unincorporated Association

**ARTICLE I.
PLAN OF OWNERSHIP**

Section 1. Ownership. Whitetail Village Condominium, located in the City of Sheboygan Falls, Sheboygan County, Wisconsin, upon the parcel of real estate east of Bluebird Lane, west of the Northerly extension of Sixth Street, north of County Trunk Highway "C", commonly known as Fond du Lac Avenue, and south of the future east/west street to be constructed from Bluebird Lane and depicted upon the Certified Survey Map recorded as Document No. 1846479, is submitted to the provisions of Chapter 703, Wisconsin Statutes, the Condominium Ownership Act of Wisconsin (the "Act") by Whitetail Village, L.L.C. ("Declarant").

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to Whitetail Village Condominium.

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

**ARTICLE II.
VOTING**

Section 1. Voting. Voting shall be based on one vote per unit as set forth in the Declaration.

Section 2. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of the votes in accordance with the percentage set forth in the Declaration.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy, or by telephone as long as any persons appearing by telephone may simultaneously hear and be heard by all unit owners in attendance, of a "majority of owners" as defined in the preceding paragraph shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Every person entitled to a vote at a meeting of the Association, regular or special, may appear, vote