

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND COVENANTS,
CONDITIONS, AND RESTRICTIONS**

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

RECITALS

SECTION 1 - OWNERSHIP: South Pier, LLC, a Wisconsin limited liability company, hereinafter referred to as "Declarant", is the owner of the subject property.

SECTION 2 - NAME OF CONDOMINIUM: The condominium shall be known as Falls River Edge Condominium II, located at 103 Evans Court in the City of Sheboygan Falls, Sheboygan County, Wisconsin.

SECTION 3 - CONDOMINIUM IS NOT EXPANDABLE: The condominium shall consist of one (1) building containing eight (8) residential units, and a garage building containing nine (9) parking units.

SECTION 4 - LEGAL DESCRIPTION OF PROPERTY: The real property subject to condominium ownership by this Declaration is:

Lots Ten (10) and Eleven (11), Plat of Willowbend, City of Sheboygan Falls,



DocId:8877725

Tx:4682191

2199747

SHEBOYGAN COUNTY, WI

RECORDED ON

08/31/2026 10:09 AM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #:

Cashier ID: 7

PAGES: 25

Name and Return Address

Attorney Joshua D. McKinley
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan WI 53081

Sheboygan County, Wisconsin.

Tax Key Number: 59282-918803

SECTION 5 - COVENANTS, CONDITIONS AND RESTRICTIONS: Certain covenants, conditions and restrictions upon the use or uses of the condominium property are set forth throughout this Declaration.

CONDOMINIUM PLAN, COVENANTS, CONDITIONS, AND RESTRICTIONS

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

ARTICLE I - DEFINITIONS

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

SECTION 1.1 - ASSOCIATION: Shall mean and refer to the Falls River Edge Condominium II Owners Association, which association shall be an unincorporated, non-profit association, its successors and assigns.

SECTION 1.2 - UNIT OWNER: Shall mean, refer to and include every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to any unit

described in this Declaration, and may also be referred to in this Declaration as "Owner".

SECTION 1.3 - CONDOMINIUM PROPERTY: Shall mean and refer to the real property described herein, together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

SECTION 1.4 - BUILDING: Shall refer to the two (2) buildings identified herein and also depicted on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

SECTION 1.5 - UNIT: Shall mean, refer to and include each part of the condominium property in Building One (1) designated as and intended for residential use, including one or more cubicles of air.

SECTION 1.6 - GARAGE UNIT: Shall mean, refer to and include each part of the condominium property designated as and intended for garage use, being a cubicle of air located in Building Two (2) of the condominium property.

SECTION 1.7 - COMMON ELEMENTS: Shall mean, refer to and include all of the condominium property except its units.

SECTION 1.8 - LIMITED COMMON ELEMENTS: Shall mean, refer to and include those parts of the common elements designated in this Declaration or the condominium plat as reserved for a certain unit(s) or building(s) to the exclusion of other units or buildings.

SECTION 1.9 - COMMON EXPENSES AND COMMONS SURPLUSES: Shall mean, refer to and include the expenses and surpluses of the Association.

**ARTICLE II - DESCRIPTION AND IDENTIFICATION OF BUILDINGS, UNITS,
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

SECTION 2.1 - DESCRIPTION OF BUILDINGS: Building One (1) shall contain eight (8) residential units as more particularly set forth on Exhibit One (1) attached hereto. Building Two (2) shall contain Nine (9) garage units as more particularly set forth on Exhibit One (1) attached hereto.

SECTION 2.2 - DESCRIPTION OF UNITS: Each of the eight (8) units situated in building One (1) shall be separately designated by an identifying number (1,2, 3, 4, 5, 6, 7, and 8) as set forth on Exhibit One (1). Each residential unit shall be wholly contained on one (1) level of the building. The garage units in Building Two (2) shall be separately designated by an identifying number, 1, 2, 3, 4, 5, 6, 7, 8 and 9. Each garage unit shall afford ground level inside parking for one (1) vehicle.

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

SECTION 2.3 DESCRIPTION OF COMMON ELEMENTS: The location of the

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

SECTION 2.4 - DESCRIPTION OF LIMITED COMMON ELEMENTS: The limited common elements are designated on Exhibit One (1) with the initials L.C.E. The limited common elements of the residential building shall include the deck or patio attached to each unit. Building Two (2) (garage building) shall be a limited common element assigned in equal shares to each of the nine (9) garage units contained therein. The limited common elements assigned to each unit shall be for the use of such unit(s) and any subsequent conveyance of title of such unit shall pass with it as an appurtenance, the use of the common elements provided for in this Declaration. The use of the limited common elements aforescribed shall be restricted to the purposes for which are herein designated and no owner shall use, add to, alter, modify or in any way change such limited common element in any manner contrary to provisions of this Declaration or the By-Laws of the Association or any rules or regulations as may from time to time be adopted by the Association.

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

ARTICLE III - PROPERTY RIGHTS

SECTION 3.1 - PERCENTAGE OF UNDIVIDED INTEREST IN COMMON

ELEMENTS: The fraction of undivided interest owned in the common elements shall be as follows:

- a. Each residential unit owner in Building One (1) shall be assigned a one-eighth (1/8) interest in the common elements (including the limited common elements being a part thereof (except that limited common element designated as Building Two (2)); and the facilities appertaining to each unit; which interest shall be conveyed with each such unit.
- b. Each garage unit owner shall be assigned a one-ninth (1/9th) interest in the limited common element designated as Building Two (2), which interest shall be conveyed with each such unit.

SECTION 3.2 - STATUS AND OWNERSHIP OF UNITS: Each unit, together with its undivided interest in the common elements, including the limited common elements and facilities shall constitute real property for all purposes, and the owner(s) of each unit shall be entitled to the exclusive ownership and possession thereof.

SECTION 3.3 - BOUNDARIES OF UNIT: The boundaries of the residential living area of each unit shall be the underside of the finished interior surfaces of its perimeter walls, floors and ceilings; such finished surfaces being included within the unit. In addition, each unit will contain a separate area designated in the basement level of its respective building. The interior space of such area shall be included in the unit. This area may be used and improved as further set forth in Article 7, Section 7.2, below.

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

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

SECTION 3.6 - RESTRICTIONS ON CONVEYANCE OF GARAGE UNITS:

A garage unit may only be owned by a residential unit owner. If a residential unit owner also owns a garage unit(s), such garage unit(s) may only be conveyed to the successor in title of the residential unit owner, or, to any other residential unit owner within the condominium. A garage unit may not be conveyed to a non-residential unit owner under any circumstance.

SECTION 3.7 - EASEMENTS: The condominium property shall be subject to the following easements, and all rights appurtenant thereto:

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

b. Each unit may maintain a compact dish receiver attached to the common elements of the building appurtenant to the unit served by the compact dish, provided however, the Association may make such rules as may be necessary for the location on the building of such compact dish. Cable television may be afforded to the units within the condominium at the unit owner's option, and at the unit owner's expense.

c. Operable smoke detectors shall be maintained in all units.

d. To the extent necessary, each unit owner shall have an easement as may be required through the common elements of the condominium to maintain utilities including electricity, gas, telephone, cable television, sewer and water connections servicing the unit.

e. Each unit owner shall have an easement over the common elements as may be necessary to maintain, service and/or replace the sump pump(s) servicing the owner's unit.

f. Should any of the aforescribed easements hereafter be required to be evidenced by a written instrument, the Declarant, during the time of construction of the condominium buildings and units reserves the right to convey the same in its name alone, which conveyance shall be binding upon each owner of any unit on the condominium property by the acceptance of title to a unit herein.

g. All the easements described in this section and all rights appurtenant thereto shall run with and bind the land in perpetuity and shall inure to the benefit and

be binding upon the Declarant, their successors and assigns, and upon all parties having any (legal or equitable) right, title or interest in the condominium property, their respective heirs, personal representatives, successors and assigns.

h. The Declarant shall have an easement over the common elements and the limited common elements as may be necessary to complete renovation of the units within the condominium until such time as such renovation is complete.

i. The Declarant, or the Declarant's Assignee or successor in interest shall have an easement over the common elements and the limited common elements as may be necessary to service the washers and dryers located on the common elements as designated on Exhibit One (1).

ARTICLE IV - MEMBERS AND THEIR VOTING RIGHTS

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

SECTION 4.2 - VOTING RIGHTS: Each residential unit shall be entitled to one vote only. If an owner shall own more than one residential unit, such owner shall be entitled to one vote for each residential unit owned. If there exists more than one owner of a residential unit, then they shall determine between themselves who has the right to cast the one vote or may divide their vote in relationship to their ownership interest in the unit, but in no event shall the owners of any one unit, if there be more than one,

have more than one vote. No voting rights shall attach to the garage units or be exercised by or be in addition to the voting rights assigned to the residential unit owners described in this paragraph.

ARTICLE V - COVENANT (AND LIEN) FOR ASSESSMENTS

SECTION 5.1 - ASSESSMENTS, AND LIEN AND PERSONAL OBLIGATION

THEREFOR: Each future owner by acceptance of a Deed conveying an interest in the condominium is deemed to covenant and agree to pay the Association annual assessments, special assessments for capital improvements, statutory reserve account assessments (when, and if established by the Association) and any sum assessed for damages to the condominium property pursuant to this Declaration, the By-laws thereof, and any rules and regulations established thereunder. These assessments shall be collected as hereinafter provided for in this Declaration. The aforementioned assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be and constitute a continuing lien in favor of the Association upon the unit(s), and the undivided interest in the common elements and facilities appurtenant thereto, against which such assessment is made, which lien shall arise at the time a Certificate for Lien is filed in the office of the Clerk of Courts for Sheboygan County, Wisconsin, or other appropriate place according to law, by authority of and at the direction of the Board of Directors of the Association. Such Certificate for Lien shall contain such information as is necessary to properly identify the unit against which the lien exists, the record owners thereof and the amount of the lien claim, and shall be signed by an officer and authenticated by an officer or agent of the Association. A lien for assessments, as

provided for herein, may be foreclosed as provided in Chapter 703 of the Wisconsin Statutes. In addition to the foregoing, such assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be a personal obligation of the owner(s) of the unit against which assessed at the time such assessment (or any installment thereof) is due, and such personal obligation shall pass to the successors in title (except for mortgages, their successors and assigns, and other purchasers who obtain title to the unit as a result of a first mortgage foreclosure) to such unit, and each owner of any unit, by acceptance of any right, title or interest therein, is deemed to assume the obligation to make such payment.

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

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

SECTION 5.3 - COMMON EXPENSES (AND SURPLUS): PAYMENT OF THE ANNUAL ASSESSMENT: The common expenses under Section 5.2 above shall be charged to (and the common surplus shall be distributed among) the unit owners equally.

SECTION 5.4 - DATE ASSESSMENTS COMMENCE: The monthly assessment provided for herein shall commence on the date this Declaration is recorded as to every occupied unit and shall be due and payable to the Association each month thereafter on the same date, or such other date as may be established by the Declarant herein. Should the assessments be deemed insufficient to pay the common expenses, the Board of Directors or the Declarant, as determined by the By-Laws of the Association may increase the amount thereof, and thereupon shall give written notice of such action to the unit owners.

SECTION 5.5: In addition to the assessments set forth in this article, the owners of garage units located in Building Two (2), may be assessed separately and in addition to the assessments described in this article relating to residential units for the cost of maintenance and repair of Building Two (2). Such assessments shall be made equally as to the owners of the nine (9) garage units located in Building Two (2). Maintenance and repairs (including structural repairs and the cost of property and casualty insurance) may be included in the assessment as applying to the residential

units described herein. These assessments shall be for the cost of maintenance and repair of Building Two (2) containing the nine (9) parking (garage) units. Maintenance, repairs (including structural repairs) and the cost of property and casualty insurance.

SECTION 5.6 - DISPOSITION OF EXCESS ASSESSMENTS: In the event the Board of Directors determines that excess assessments have been made or assessed to the unit owners, the Board of Directors may repay those excessive assessments or credit all or a portion of excessive assessments to the next annual assessment. Excessive assessments would be those assessments collected or due for which there are no existing or projected common expenses within a one-year period, necessitating the payment of such funds or for which no specific contingency exists. The Board of Directors may make such repayments in their discretion, with due regard given for past payment patterns and the future needs of the condominium.

SECTION 5.7 - CERTIFICATION OF STATUS OF ASSESSMENTS: The Association shall furnish, upon request of a unit owner or such other persons who have a bona fide interest in the status of such assessments, a Certificate signed by an officer (other than an owner of the unit for which requested) of the Association setting forth as a specified date the amount of unpaid or excess assessments on a specified unit.

SECTION 5.8 - REMEDIES OF ASSOICATION FOR NON-PAYMENT OF ASSESSMENTS: In addition to the right of the Association to foreclose a lien for non-payment of assessments due and owing, an action at law against the owner(s) personally obligated to pay same may be brought by the Association. No owner may waive or otherwise escape liability for the payment of assessments by non-use of any of the common elements or by abandonment of his, her and/or its units.

SECTION 5.9 - PRIORITY OF LIEN: A lien for assessments shall be prior to all other liens except only (a) liens of general and special taxes, (b) all sums unpaid on a first mortgage recorded prior to the making of such assessments, and (c) mechanics' (construction) liens prior to the making of such assessments, as provided in Section 703.16 of the Wisconsin Statutes.

ARTICLE VI - DAMAGE AND DESTRUCTION OF PROPERTY - INSURABLE RISKS

SECTION 6.1 - REPAIR AND RECONSTRUCTION AFTER DAMAGE: In the event of any damage to or destruction of the property of the condominium as a result of fire or other casualty and the damage is less than a total loss to said common elements, repairs shall promptly be undertaken by the Association to reconstruct the property to a condition compatible with the remainder of the condominium. Any cost of repair or reconstruction in excess of the available insurance proceeds shall be a common expense.

SECTION 6.2 - TOTAL LOSS OR LOSS IN EXCESS OF INSURANCE PROCEEDS:

In the event the common elements of the condominium are damaged to an extent more than the available insurance proceeds or the condominium property is damaged to the extent that it is a total loss for insurance purposes, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having one hundred (100%) percent of the votes. In the case of partition, the net proceeds of sale together with the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements (excluding Building Two (2)), and shall be distributed in accordance

with the priority of interests in each unit. In the event of a total loss or a loss in excess of insurance proceeds as to Building Two (2), Building Two (2) shall be subject to an action for partition upon obtaining the written consent of each unit owner of said building. In the case of such partition, the net proceeds of sale together with the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in Building Two (2) in proportion to their percentage interest in the limited common elements contained therein and shall be distributed in accordance with the priority of interest in each unit.

ARTICLE VII - ARCHITECTURAL CONTROL

SECTION 7.1: No building, fence, wall or other structure (except those contemplated in this original Declaration, the original plans and the original plat) shall be commenced, erected or maintained upon the common elements of the condominium, nor shall any addition, change or alteration be made to or on the building exteriors until the plans and specifications showing the nature, kind, shape, height, materials, color and location thereof shall have been submitted to and approved by the Board of Directors of the Association. In the event the Board of Directors fails to approve such plans and specifications within thirty (30) days of their submission, such plans and specifications shall be deemed to have been disapproved. It is contemplated by this article that the exterior appearance of the several buildings upon the condominium property be compatible with all other buildings located on the condominium property.

SECTION 7.2: A residential unit owner may make any improvements or alterations within the unit owner's unit that do not impair the structural integrity or lessen

the support of any portion of the condominium, and that do not create a nuisance substantially affecting the use and enjoyment of the other units in the condominium, or the common elements of the condominium.

ARTICLE VIII - MAINTENANCE AND REPAIR

SECTION 8.1: All maintenance and repair to the individual unit(s), including the limited common elements assigned thereto, shall be made by the individual unit owner unless otherwise provided herein, but such maintenance and repair shall not include structural alteration or repair to the buildings themselves. Included within the unit owner's responsibility for maintenance and repair are all windows, doors (exterior and interior), glass, appliances (whether included with the unit or added to the unit after purchase), furnaces, air conditioners, hot water heaters, water softeners, interior surfaces of walls, ceilings and floors, light fixtures, smoke alarms, doorbells, locks, patios and decks. Each unit owner shall be responsible for all damages to any other unit or to the common or limited common elements facilities resulting from the misconduct, negligence or misuse of the common or limited common elements of the facilities on the part of said unit owner.

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

Article V hereinabove.

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

ARTICLE IX - USE RESTRICTIONS

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

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

SECTION 9.3: No signs of any kind shall be displayed to public view on the condominium property except those approved and authorized in advance by the Board of Directors of the Association.

SECTION 9.4 - ADDITIONAL RULES AND REGULATIONS: In addition to the foregoing, the Association may from time to time adopt reasonable rules and regulations pursuant to the By-Laws of the Association which regulations impose additional use restrictions on the condominium property.

ARTICLE X - INSURANCE

SECTION 10.1 - PROPERTY INSURANCE: The Board of Directors shall be required to obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, or other appropriate insurance coverage, insuring all condominium property, but not including furniture, furnishings or personal property owned by or located in units. Such insurance shall cover the property and shall name as insureds the Association, the Board of Directors, the unit owners and their mortgagees as their interest may appear and such insurance shall be in an amount equal to the full replacement value of the buildings without deduction for depreciation.

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

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

elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be affected pursuant to this section.

SECTION 10.4 - PUBLIC LIABILITY INSURANCE: The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least One Million (\$1,000,000.00) Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Such insurance shall provide liability coverage for all common and limited common elements set forth herein in the Exhibit hereto.

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

parties and is further responsible for obtaining such property insurance as may be necessary to insure the unit owner's interest in personal or other property located within the unit, or elsewhere on the condominium property. Unit owners have an insurable interest in their personal property, appliances, fixtures, wall and floor coverings and any improvement to their unit completed after the initial construction of the unit.

ARTICLE XI - GENERAL PROVISIONS

SECTION 11.1 - COVENANTS AND ENFORCEMENT: All of the requirements imposed upon the owners of the condominium property by this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements which shall run with and bind the property submitted to condominium ownership until removed from the provisions of the Condominium Ownership Act of Wisconsin, and shall be binding upon and inure to the benefit of such property and all present and future parties having any legal or equitable right, title or interest therein, their respective heirs, personal representatives, assignees and successors. The Association and/or any owner shall have the right to enforce all such covenants, conditions, restrictions or easements now or thereafter imposed by this Declaration and the By-Laws and the rules and regulations of the Association by any proceeding at law or in equity. Failure to proceed with such enforcement shall not be deemed or constitute a waiver of the right to therefore enforce the original or any subsequent violation.

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

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

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

SECTION 11.3 - AMENDMENT OF DECLARATION: This Declaration may be amended by residential unit owners by a vote of sixty-seven (67%) percent of the residential unit owners voting for such amendment at the meeting duly held in accordance with the provisions of the By-Laws of the Association. Further, Section 11.2 relating to the rights of mortgage holders shall be complied with. All amendments to the Declaration shall be in writing, and shall be recorded in the office of the Register of Deeds in the county in which the Condominium Declaration is originally recorded, and joined by the first mortgagee of the unit owner, or the holder of an equivalent

security interest in the unit owner's property to be effective as to that unit.

SECTION 11.4 - TERMINATION OF CONDOMINIUM PLAN: This

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

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

SECTION 11.6 - SERVICE OF PROCESS: The person to receive service of process upon the Association shall be Dr. Toby Watson, whose address is 615 South 8th Street, Suite 240c, Sheboygan, Wisconsin. The members of the Association may from time to time designate a successor to receive service of process, which shall be in effect by compliance with statutory provisions of the State of Wisconsin therefor.

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

ARTICLE XII - TRANSFER OF UNITS

SECTION 12.1 - RIGHT OF FIRST REFUSAL: Prior to transferring any Unit to a third party, each Unit Owner shall first offer in writing to sell the Unit to Declarant upon substantially the same terms and conditions. The Unit Owner shall include with such written offer a copy of all documentation relating to the proposed

transaction, including without limitation a copy any Offer to Purchase for the Unit. If Declarant does not accept the offer in writing within five (5) business days, the Unit Owner may proceed with selling the Unit to the third party. Regardless of whether Declarant purchases a Unit at the time of any given Unit transfer, this right of first refusal shall remain in effect as to any subsequent transfer of the Unit. This right of first refusal shall not apply to transfers between spouses, transfers to a trust for estate planning purposes, or to transfers to a family member of the Unit Owner without consideration.

SECTION 12.2 - UNIT TRANSFER FEE:

Any Unit Owner other than

Declarant shall pay a unit transfer fee in the amount of \$500 per Unit to the Association at the time of closing on the sale of one or more Units.

Dated this 24 day of August, 2026.

South Pier, LLC

By: _____

Dr. Toby Watson, Member

STATE OF WISCONSIN)

: ss.

SHEBOYGAN COUNTY)

Personally came before me this 24 day of August, 2026, the above named Dr. Toby Watson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

DOCUMENT DRAFTED BY:
Attorney Joshua D. McKinley
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081
Telephone: (920) 458-4528
joshuamckinley@olsenkloetlaw.com

CONSENT OF MORTGAGEE

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

Dated at Oostburg, Wisconsin this 27th day of August, 2026.

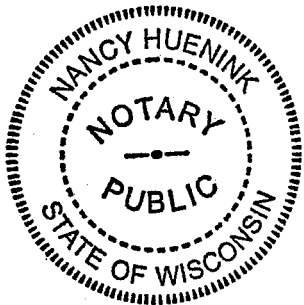
OOSTBURG STATE BANK

By: Eric J. Glewen
Eric J. Glewen, Officer
President & CEO, Title

By: Cory Ferber
Cory Ferber, Officer
CCO, Title

STATE OF WISCONSIN)
: ss.
SHEBOYGAN COUNTY)

Personally came before me this 27 day of August, 2026,
Eric Glewen, President CEO, and Cory Ferber, CCO,
of the above named Corporation, to me known to be the persons who executed the
foregoing instrument, and to me known to be such President CEO and CCO
of said corporation, and acknowledged that they executed the
foregoing instrument for said Corporation by its authority.

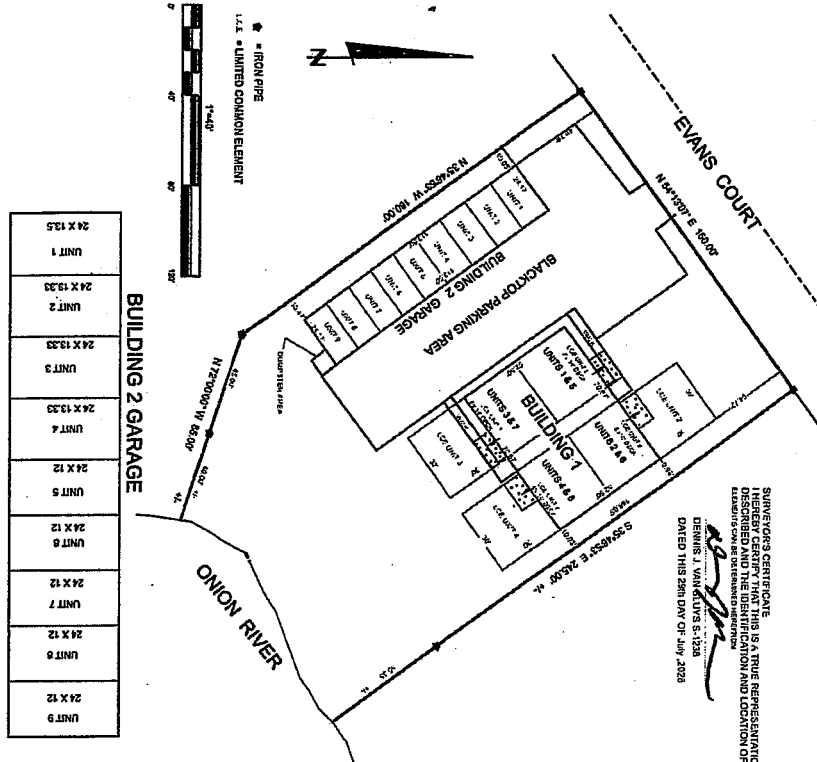
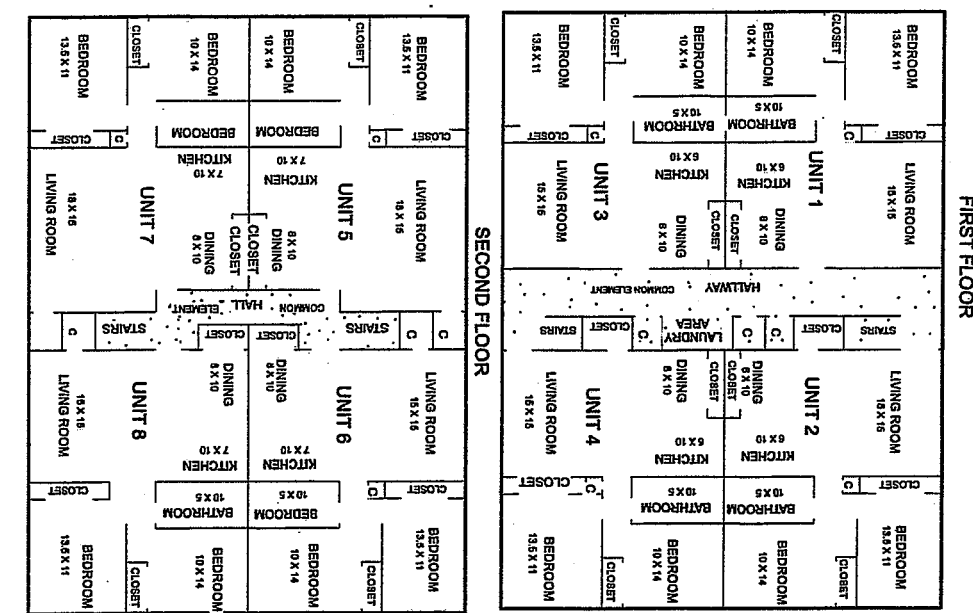


Nancy Huenink
Notary Public, Sheboygan County, WI
My Commission: 9-27-2027

FALLS RIVER EDGE CONDOMINIUM II

LOTS 10 AND 11, PLAT OF WILL OVEREND, CITY OF SHEBOYGAN FALLS,
SHEBOYGAN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM
RESOURCES AND THE DISTRIBUTION AND LOCATION OF EACH UNIT AND COMMON
AREAS.
DERNIS J. VAN COTT, S. 1238
DATED THIS 28TH DAY OF JULY, 2028



D:\VCP\FALLS1528 CONDOING C-245