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DECLARATION OF CONDITIONS, COVENANTS
RESTRICTIONS AND EASEMENTS
REGARDING CITADEL CONDOMINIUM

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Name and Return Address

ATTORNEY STEPHEN CASTNER
1650 Ninth Avenue
Grafton Wisconsin 53024

Parcel Identification Number (PIN)

68

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DECLARATION OF CONDITIONS, COVENANTS RESTRICTIONS AND EASEMENTS REGARDING

CITADEL CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (hereinafter referred to as this Declaration) is made pursuant to the Condominium Ownership Act, Chapter 703, Wisconsin Statutes (hereinafter referred to as the Act), by (hereinafter referred to as the Declarant).

WITNESSETH

WHEREAS, the purpose of this Declaration is to submit the real property hereinafter described and the improvements hereafter to be constructed thereon, to the condominium form of ownership in the manner provided by the Act and by this Declaration; and

WHEREAS, the Declarant is the sole owner of the real property hereinafter described, together with all buildings and improvements thereon or to be constructed thereon and the appurtenances thereto;

NOW, THEREFORE, the Declarant hereby declares that all of the aforesaid property shall be held, conveyed, devised, leased, encumbered, used, improved and in any manner otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act, and that all provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, his heirs, successors and assigns, and to all parties hereafter having any interest in said property. **This is a small residential condominium, as defined in §703.02(14m) Wis. Stat., and the following section shall apply to it: Wis. Stat. §703.365(2)(3)(4)(5)(6c) and (8).**

ARTICLE I - DEFINITIONS

Definitions used herein shall be construed as set forth in the Act unless the context thereof otherwise requires, or unless otherwise expressed herein.

1. "Condominium" means the real property subject to this Declaration.
2. "Unit" shall mean a part of the Condominium intended for individual private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings constructed pursuant to the plans attached hereto and incorporated by reference herein as Exhibit A.
3. "Unit Owner" and "Member", whenever used herein shall be interchangeable, and shall mean a person, combination of persons, partnership or corporation, that holds legal title to a unit or has equitable ownership as a land contract vendee.
4. "Association" or CITADEL CONDOMINIUM Unit Owners' Association shall mean all of the Condominium's unit owners acting as a group through the Association, in accordance with its By-Laws and this Declaration..
5. "Board" shall mean the Board of Directors of the Association.

ARTICLE II - CONDOMINIUM NAME AND LEGAL DESCRIPTION

1. Name. The Condominium shall be known as CITADEL CONDOMINIUM.
2. Legal Description. The real property subject to this Declaration is described as follows:

   Parcel One (1) of CERTIFIED SURVEY MAP No. 4947, recorded in the Washington County Registry on April 3, 1998 in Volume 34 of Certified Survey Maps on pages 100-102, as Document No. 775189 and being a Division of Lot 3 of Certified Survey Map #2165, Vol. 11, Page 176, located in pan of the Southwest ¼ of the Southeast ¼ of Section 10, Township 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin, and

   Parcel Two (2) of CERTIFIED SURVEY MAP No. 4947, recorded in the Washington County Registry on April 3, 1998 in Volume 34 of Certified Survey Maps on pages 100-102, as Document No. 775189 and being a Division of Lot 3 of Certified Survey Map #2165, Vol. 11, Page 176, located in part of the Southwest ¼ of the Southeast ¼ of Section 10, Township 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin,

and any real property described in any amendment to this declaration.

ARTICLE III - ASSOCIATION BY-LAWS

The rights and obligations of each unit owner and the powers, functions, duties and responsibilities of the Association are expressly subject to and bound by the terms and provisions of that certain document entitled' CITADEL CONDOMINIUM Owners' Association Code of By-Laws (hereinafter referred to as the By-Laws).

ARTICLE IV - DESCRIPTION OF UNITS AND COMMON ELEMENTS

1. General Description. The building or buildings shall be constructed in the Condominium in the location set forth in the site plan, attached hereto and incorporated by reference herein as Exhibit A.
2. Floor Plans. Buildings shall be constructed in the Condominium pursuant to one or more floor plans attached hereto and incorporated by reference herein as Exhibit A.
3. Address of Condominium. Each unit shall be assigned a post office address as set forth in Exhibit A, attached hereto and incorporated by reference herein. Building 1 shall have the address of 503-505 Marshall Court and Building 2 shall have the address of 511 – 513 Marshall Court.
4. Revisions and Amendments. Declarant reserves the right to change the site plan and floor plan of the building or buildings and units shown on Exhibits A not yet constructed, provided that such changes shall not alter substantially the nature and quality of the building or buildings and units to be erected. Declarant shall further have the right to amend this Declaration for the purpose of recording a condominium plat or amendments thereto. Such changes shall not affect the assignment of percentage interest in the common elements or create a need therefor.

ARTICLE V - COMMON ELEMENTS

1. General Description. The common elements shall consist of all of the Condominium except the individual units as each of the aforementioned is hereunder defined, including, without limitation, the land on which the building or buildings are located, walls (excluding the non-bearing partitions within any unit), floors (excluding the surface floor covering within any unit), and ceilings (except the interior surfaces thereof, which form the outer boundaries of a unit), foundations, pipes, ducts and electrical wiring and conduits, centralized laterals, outside walls, girders, beams and support, and the walks, driveways, parking areas, recreational areas and landscaping.
2. Limited Common Elements. Rear decks and front entrance stoops shall be limited common elements and shall be appurtenant to units and for the sole benefit thereof.
3. General Easement. Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses provided that the unit owner shall do nothing to impair the structural integrity of the buildings or the soundproofing of common walls between the units, and provided further that the common areas and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. This easement is subject to Article XI, paragraph 3.
4. Maintenance Easement. Easements are hereby granted and declared for the benefits of the unit owners and the association for the installation, maintenance and repair of common utility services in and on any part of the units.

ARTICLE VI - PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each unit owner shall own an undivided interest in the common elements (including limited common elements) as a tenant in common with all other unit owners and except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit. The percentage of undivided interest in the common areas and facilities relating to each unit and its owner for all purposes, including voting, shall be four (4). The foregoing percentage figure is rounded for convenience of drafting, and may be precisely determined by dividing 100 by four (4).

ARTICLE VII - PURPOSE

All buildings and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the By-Laws.

ARTICLE VIII - SERVICE OF PROCESS

The person to receive service of process for the Association shall be Duane T. Wollner, 6718 Eastwood Trail, West Bend, Wisconsin 53090, or such other person as may be designated from time to time by the Board, which designation shall be filed with the Register of Deeds of Washington County.

ARTICLE IX - ASSOCIATION OF UNIT OWNERS

1. Duties and Obligations. All unit owners shall be entitled and required to be a member of the Association, which shall be responsible for carrying out the purposes of this Declaration including the exclusive management and control of the common elements. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and regulations of the Association.
2. Voting Rights. The owners of each unit shall be entitled to cast one (1) vote, undivided, at meetings of Association unit owners, which rights shall be appurtenant to each unit.

ARTICLE X - UNIT OWNERS' RIGHTS WITH RESPECT TO INTERIORS

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors within such boundaries, provided that such unit owner shall take no action which in any way will materially change any common or bearing walls. Partition nonstructural walls may be erected pursuant to the terms of Articles V and XI. Partitions may not be removed, nor doorways created, between adjoining units, without written consent of the Association.

ARTICLE XI - REPAIRS AND MAINTENANCE

1. Common Elements. The Association shall be responsible for the management and control of the common elements and shall cause all common elements and limited common elements to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives and access routes, and maintenance and repair of all landscaping except for plantings in patios and courtyards.
2. Individual Units. Except for those portions which the Association is required to maintain and repair hereunder, if any, each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decoration and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, lighting and heating equipment, heating and air-conditioning equipment, dishwashers, disposals, or other equipment that may be in, or connect with, the unit. Each unit owner shall keep the limited common areas appurtenant to his unit in a clean and attractive condition.
3. Prohibition Against Structural Changes by Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or facilities. A unit owner shall not perform, or allow to be performed, any act or work that will impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or herditament, without the prior written consent of the Association.
4. Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.
5. Association Personnel. The 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 project. The Association may arrange with others to furnish lighting, heating, trash collection, and such other common services as may be required to each unit.

ARTICLE XII - DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction unit owners having seventy-five (75) percent or more of the votes consent in writing not to rebuild or repair, and so vote at a meeting of unit owners. On reconstruction, the design, plan and specifications of any building or unit

may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than 5% from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided in Article XIII. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XIII - INSURANCE

1. Terms. The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for all unit owners and their respective mortgagees as their interests may appear. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective 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, within thirty (30) days' prior written notice to the Association giving it an opportunity to cure the defect within that time. The Board shall review the amount of protection and the types of hazards to be covered at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board to conform to the requirements of full insurable value.
2. Application of Proceeds. In the event of partial or total destruction of a building or buildings in accordance with Article IV hereof, the proceeds of the insurance shall be paid to the Association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear.
3. Combination Coverage. If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which he directs the Board to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any insurance coverage on his improvements or betterments that will not duplicate any insurance provided by the Association.
4. Other Coverage. The Board shall also provide public liability insurance covering the common areas and facilities and general common areas in such amounts as may be determined at the discretion of the Board from time to time. The Board may also provide worker's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board to be necessary from time to time. The Board may also provide "additional living expense" insurance for the benefit of unit owners.

ARTICLE XIV - LIABILITY FOR COMMON EXPENSES

1. Assessments. The costs of administration of the Association, repair, maintenance and other expenses of the common elements shall be paid for by the Association and assessments shall be made against the unit owners, as well as the units themselves, for such expenses as provided in the By-Laws. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use of enjoyment of any of the common areas and facilities or by the abandonment of his unit; and no conveyance shall relieve the unit owner grantor therein or his unit of such liability, and he shall be jointly, severally and personally liable for such common expenses along with his grantee in any such conveyance until all expenses charged to his unit have been paid.
2. Lien. All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, as provided in the Act, until paid, against the unit to which charged without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to units.

ARTICLE XV - PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or 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 shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners.

ARTICLE XVI - CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS

No unit owners shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both their interests in the unit and their corresponding percentage of ownership in the common elements, 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.

ARTICLE XVII - FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE; NO WAIVER

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

ARTICLE XVIII - AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, with respect to percentage of interest as provided in Article VI, except as to the right of the Declarant to amend this Declaration, this Declaration may be amended by the written consent of not less than 75% of all votes entitled to be cast by unit owners, and the holders of recorded mortgages or vendors of land contracts, together effecting liens on 75% of the units. The President and Secretary of the Association in a form shall certify copies of such amendments suitable for recording. A copy of the Amendment shall be recorded with the Register of Deeds for Washington County, and a copy of the Amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association. This Declaration shall not be revoked except as provided by law.

ARTICLE XIX - NOTICES

All notices and other documents required to be given by this Declaration or the By-Laws shall be sufficient if given to one 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 given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and such Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

ARTICLE XX – EASEMENTS, RESERVATIONS AND ENCROACHMENTS

1. Easements are hereby declared and granted for the benefit of the unit owners, the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements.
2. 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, encroaches or shall hereafter encroach upon any part of any unit, or any part of the common element, 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, 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, if such encroachment occurred due to the willful conduct of said owner or owners.
3. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the 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, its successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this article.

ARTICLE XXI - NUMBER AND GENDER

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

ARTICLE XXII - SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

IN WITNESS WHEREOF, the said Declarant signed and sealed this instrument this 28th day July, 2000

WOLLCO Designs, LLC, a Wisconsin limited liability company

By: Duane Wollner
Duane Wollner

Being the sole member.

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 28th day of July, 2000, by Duane Wollner, as the sole member of WOLLCO Designs, LLC.

Kathryn J. Reinders
Notary Public
State of Wisconsin
My Commission: expires 6/17/2001

This instrument was drafted by:

Attorney Stephen L. Castner
1650 Ninth Avenue
Post Office Box 164
Grafton, Wisconsin 53024-0164
Telephone: (262) 377-9377

KATHRYN J. REINDERS NOTARY PUBLIC STATE OF WISCONSIN

DOC# 863051

CITADEL CONDOMINIUM

A CONDOMINIUM PLAT

City of West Bend, Washington County

DECLARANTS: Wollco Designs, LLC

PREPARED BY: ELDER ENGINEERING CO.
3782 OVERLOOK DR. W.
HUBERTUS, WI 53033

ADDRESS:
BUILDING 1 UNIT 1 – 505 MARSHAL COURT
UNIT 2 – 503 MARSHAL COURT
BUILDING 2 UNIT 1 – 513 MARSHAL COURT
UNIT 2 – 511 MARSHAL COURT

LEGAL DESCRIPTION:

All of Parcel 1 and Parcel 2 of Certified Survey Map #4947, recorded in the Washington County Registry on April 3, 1998, in Volume 34 on Pages 100–103, Document No. 775169. Being a division of Lot 3 of Certified Survey Map #2165, recorded in the Washington County Registry on August 10, 1979, in Volume 11 on Page 176 and being located in part of the SW 1/4 of the SE 1/4 of Section 10, T11N, R19E, in the City of West Bend, Washington County, WI.
Subject to all rights, reservations, restrictions and easements of record.

LEGEND:

- ● Denotes 1"x24" Iron Pipe found
- Denotes limited Common Elements.
- Denotes Common Elements.
- Denotes Driveway.

MINIMUM BUILDING SETBACKS: 25' Front
8' Side
50' Rear

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
WASHINGTON COUNTY)

I certify that I have surveyed the condominium described and the map, as shown, is a true representation thereof and shows the exterior boundary lines and the location of the building on said property.

I further certify that I am a licensed Land Surveyor, authorized to practice that profession in this state and that the condominium plat to which this certificate is affixed is a correct representation of the condominium described and that the identification and location of each unit of the condominium and common elements thereof can be determined from this Plat.

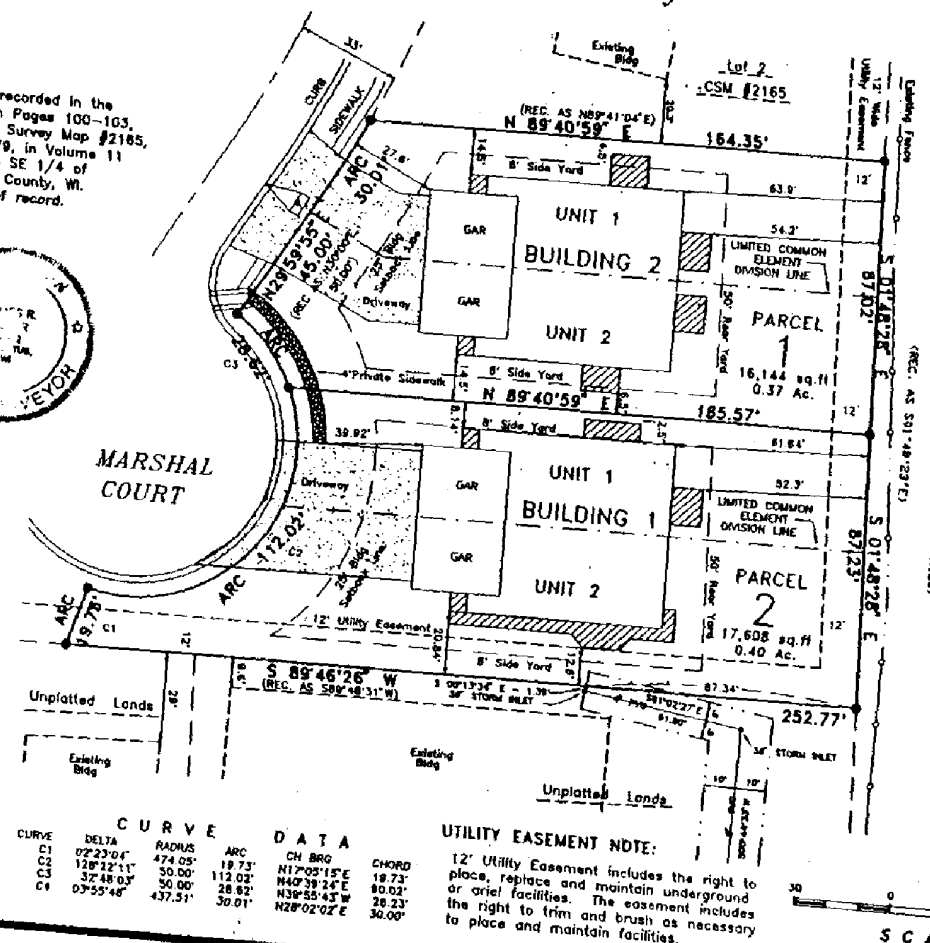
Dated this 11th Day of July, 2000.

James R. Elder, Registered Land Surveyor #S-902

There are no objections to this plat with respect to Sec. 703.115 Wis. Stats.

Certified, July 12, 2000.
Brian W. Braithwaite, Washington County Real Property Lister/GIS Manager

This instrument drafted by: Mary Janter
File name: WESTBEND\DWOLLNER.DWG



CURVE DATA

CURVE	DELTA	RADIUS	ARC	CH BRG	CHORD
C1	02°23'04"	474.05'	19.73'	N17°05'15"E	19.73'
C2	128°12'11"	50.00'	112.02'	N40°39'24"E	90.03'
C3	37°48'03"	50.00'	28.82'	N39°55'43"W	28.23'
C4	03°55'48"	437.51'	30.01'	N28°02'02"E	30.00'

UTILITY EASEMENT NOTE:

12' Utility Easement includes the right to place, replace and maintain underground or ariel facilities. The easement includes the right to trim and brush as necessary to place and maintain facilities.

Sheet 1 of 1

EXHIBIT A