INDEX

The following is an Index to the materials Declarant is required by law to provide to each prospective condominium purchaser.

I. EXECUTIVE SUMMARY. The Executive Summary relates to certain particular information of importance in regard to this condominium, and the location of the information within the Disclosure Materials, which follow. The Executive Summary begins on Page 3.

II. DECLARATION. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on Page 5.

III. MAP (PLAT). The Declarant has provided a map (plat) of the condominium project which shows the location of the units and the facilities and common elements which are a part of the condominium. The map (plat) is on Page 19.

IV. FLOOR PLANS. The Declarant has provided floor plans of the units being offered for sale. The floor plans begin on Page 20.

V. BYLAWS. The Bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The Bylaws begin on Page 21.

VI. ARTICLES OF ASSOCIATION. The operation of a condominium is governed by the Association, of which unit owner is a member. Powers, duties and operation of an association are specified in the Articles of Association. The Articles of Association begin on Page 29.

VII. ANNUAL 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 33.

VIII. LEASES. There are no leases of property of facilities which are not a part of the condominium. However, pursuant to the terms of the Bylaws of the Association of condominium owners, individual condominium units may be subject to residential rental leases. A copy of the residential rental form to be utilized in the event of a written lease is at Page 34.

IX. STATEMENT OF CONDOMINIUM LIEN. A copy of form to be used by the Association in the event it files a lien for assessments is attached at Page 38.

X. STATUTORY RESERVE ACCOUNT STATEMENT. The Declarant has filed at the Sheboygan County Register of Deeds a Statutory Reserve Account Statement. This Statement appears on Page 39.

EXECUTIVE SUMMARY

1. CONDOMINIUM IDENTIFICATION. The Condominium name is RAYBERN CONDOMINIUM.

2. EXPANSION PLANS. The Declarant has not reserved the right to expand RAYBERN CONDOMINIUM.

3. GOVERNANCE. The initial address of the Condominium Association is W5102 County Road K, Random Lake, WI 53075. The initial registered agent is JOHN R. SCHOLLER. The Association is self-managed. Questions regarding the management of the condominium should be directed to the members of the Board of Directors of the Association or an officer designated by the Board of Directors. Questions regarding assessments should be directed to the Treasurer of the Association. Further information regarding the governance of the condominium is set forth in the Disclosure Materials on Pages 21-28.

4. SPECIAL AMENITIES. There no special amenities located within the common elements of the condominium.

5. MAINTENANCE AND REPAIR. A description of the unit owner's responsibility for repair and maintenance of the owner's unit and the limited common elements assigned to that unit is set forth beginning on Pages 14, 26, and 27 of the Disclosure Materials which follow.

6. MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS. Information relating to the Association's responsibility for maintenance, repair and replacement of common elements, and how such maintenance, repair and replacement is to be funded are set forth on Pages 14 and 15 of the Disclosure Materials which follow.

7. RENTAL OF UNITS. Information relating to unit owner's right to rent their units is set forth on Page 28 of the Disclosure Materials and a sample lease form is set forth on Page 34 of the Disclosure Materials which follow.

8. UNIT ALTERATIONS. A description of the rules, restrictions and procedures governing a unit owner's authority to alter the unit are set forth on Page 14 of the Disclosure Materials which follow.

9. PARKING. Parking is allowed on the limited common element assigned to the unit owner in front of the unit owner's garage. On street parking is regulated by the Village of Random Lake.

10. PETS. Rules relating to pets on the condominium property are set forth on Page 28 of the Disclosure Materials.

11. STATUTORY RESERVE ACCOUNT. The Declarant has not established a Statutory Reserve Account for future expenditures relating to repair and replacement of the common elements of the condominium, and has filed a Statutory Reserve Account Statement at the Sheboygan County Register of Deeds. Non-routine maintenance and replacement of common elements will be by assessment as determined by the Association as set forth on Pages 12 and 39 of the Disclosure Materials which follow.

12. FEES ON NEW UNITS. Condominium Assessments shall commence as to any unit completed on the condominium property upon issuance of an occupancy permit by the Village of Random Lake as set forth on Page 12 of the Disclosure Materials which follow.

13. AMENDMENTS TO DECLARATION AND BYLAWS. The Declaration and Bylaws of the condominium may be amended as set forth on Pages 17 and 28 respectively of the Disclosure Materials which follow. The percentage vote required and the process and requirements for such changes are set forth on these pages.

14. RESTRICTIONS RELATING TO MOTOR VEHICLES, UNLICENSED VEHICLES AND RECREATIONAL VEHICLES. Restrictions relating to motor vehicles, unlicenced vehicles and recreational vehicles may be found on Page 27 of the Disclosure Materials.

15. RESTRICTIONS ON UNIT OWNER'S USE OF THE COMMON ELEMENTS. The restrictions relating to the unit owner's use of the common elements is set forth on Page 27 of the Disclosure Materials which follow.

ANY CHANGE MADE BY THE DECLARANT OR THE ASSOCIATION TO THE DISCLOSURE MATERIALS CONTAINED IN THIS EXECUTIVE SUMMARY, OR THOSE MATTERS REFERENCED IN THE EXECUTIVE SUMMARY, SHALL REQUIRE A REVISION OF THE EXECUTIVE SUMMARY BY THE DECLARANT OR THE ASSOCIATION, WHICHEVER IS IN CONTROL OF THE CONDOMINIUM WHEN THE CHANGE TAKES PLACE.

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DECLARATION OF CONDOMINIUM OWNERSHIP AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR RAYBERN CONDOMINIUM

THIS DECLARATION is made by SCHOLLER DEVELOPMENT, 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. SCHOLLER DEVELOPMENT, LLC, hereinafter referred to as "Declarant", is the owner of the subject property.

SECTION 2 - NAME OF CONDOMINIUM. The condominium shall be known as RAYBERN CONDOMINIUM, located in the Village of Random Lake, Sheboygan County, Wisconsin.

SECTION 3 - CONDOMINIUM IS NOT EXPANDABLE. The Declarant has not reserved the right to expand RAYBERN CONDOMINIUM. The condominium shall consist of Fifteen (15) buildings containing Thirty (30) units and is not expandable.

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

> Lot 1 of Certified Survey Map recorded in the Sheboygan County Register of Deeds Office in Volume 30 of Certified Survey Maps on pages 162-164, as Document No. 2118918, being part of the SW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 35, Township 13 North, Range 21 East, Village of Random Lake, Sheboygan County, Wisconsin.
>
> Tax Key Number 59176-746204

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 Raybern Condominium Owner's Association, U.A., 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 Fifteen (15) duplex structures identified herein and also depicted on the condominium plat filed at the Sheboygan County Register of Deeds.

SECTION 1.5 - UNIT. Shall mean, refer to and include each part of the condominium property designated as and intended for residential use, including one or more cubicles of air at one or more levels in a building.

SECTION 1.6 - COMMON ELEMENTS. Shall mean, refer to and include all of the condominium property except its units.

SECTION 1.7 - 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 the use of a certain unit, units or building to the exclusion of other units or building.

SECTION 1.8 - COMMON EXPENSES AND COMMON SURPLUSES. Shall mean, refer to and include the expenses and surpluses of the Association.

SECTION 1.9 - LIVING AREA. Shall mean, refer to and include that part of the unit excluding the garage and storage areas, if any.

SECTION 1.10 - MASTER ASSOCIATION. Shall mean, refer to, and include that term as defined in Section 703.155 of the Wisconsin Condominium Ownership Act as amended.

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

SECTION 2.1 - DESCRIPTION OF BUILDINGS. The Fifteen (15) buildings shall each be a Two (2) unit duplex type building as more particularly set forth on Exhibit 1 attached hereto.

The Declarant has designated in this Declaration Three (3) different building plans as set forth on Exhibit 1 attached hereto. Each unit shall have the building plan that is assigned to that unit on Exhibit 1. The location of the units and buildings as shown on Exhibit 1 reflect the approximate location of the units to be subsequently constructed at that location. Minor modifications of these Three (3) basic building plans

may be made by the Declarant provided however that such changes be consistent with this paragraph and this Declaration.

SECTION 2.2 - DESCRIPTION OF UNITS. Each of the units situated in each of the buildings shall be designated by an identifying number for the unit as set forth on Exhibit 1. The units shall be of the duplex type design and each unit will consist of a main floor and a basement. The Two (2) levels shall be connected by interior stairways fully contained within each separate unit and access to the exterior of the building shall be had through separate exit/entry doors for each unit. The boundaries of each unit shall be as set forth in Article III, Section 3.3 below.

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 Exhibit 1, 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 is shown on Exhibit 1 and includes all that part of the condominium property not including the units designated thereon and also designated on the condominium plat filed at the Sheboygan County Register of Deeds 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 1 as being all porches, decks, walkways, and driveways which service and/or appurtenant to one and only one of the units whether or not specifically designated as such on the plat. The exclusive use of the limited common area shall be reserved to the owner or occupants of the unit to which the same are appurtenant to the exclusion of all other units and unit owners in the condominium. As depicted on the condominium plat, the driveway (parking area) in front of each unit shall be considered to be part of the limited common area appurtenant to said unit.

The limited common elements assigned to each unit shall be for the exclusive use of such unit and any subsequent conveyance of title of such unit shall pass with it as an appurtenance, the exclusive use of the common elements provided for in this Declaration. The use of the limited common elements aforedescribed shall be restricted to the purposes for which are herein designated and no owner shall use, add to, alter, modify or in any way change such limited common element in any manner contrary to provisions of this Declaration or the Bylaws 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 Bylaws 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 (including the limited common elements, being a part thereof) and the facilities appertaining to each unit and its owner is 1/30th, or approximately 3.33%, which interest shall be conveyed with each unit.

SECTION 3.2 - STATUS AND OWNERSHIP OF UNITS: Each unit, together with its undivided interest in the 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, a unit will contain a garage and/or storage areas. The interior space of said areas shall be included in the unit.

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 Bylaws 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 necessary for access to such owner's unit. These rights and easement of enjoyment shall be appurtenant to and pass with the title to every unit, subject to the right of the unit owners to mortgage their interest in the common elements.

SECTION 3.6 - EASEMENTS. The condominium property shall be subject to the following easements, and all rights appurtenant thereto:

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

b. 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 aforedescribed 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.

ARTICLE IV - MEMBERS AND THEIR VOTING RIGHTS

SECTION 4.1 - MEMBERS. 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 to a similar interest merely as security for the performance of an obligation) to a unit, whether existing or proposed (as described herein), shall be a member of the Association which shall administer the common elements.

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

ARTICLE V - COVENANT (AND LIEN) FOR ASSESSMENTS

SECTION 5.1 - ASSESSMENTS, AND LIEN AND PERSONAL OBLIGATION THEREFOR. Each future owner by acceptance of a Deed conveying an interest in the condominium is deemed to covenant and agree to pay the Association annual assessments, special assessments for capital improvements, statutory reserve account assessments (when, and if established by the Association) and any sum assessed for damages to the condominium property pursuant to this Declaration, the Bylaws 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 at the Sheboygan County Register of Deeds or other appropriate place according to law,

by authority of and at the direction of the Board of Directors of the Association. Such Certificate for Lien shall contain such information as is necessary to properly identify the unit against which the lien exists, the record owners thereof and the amount of the lien claim, and shall be signed by an officer and authenticated by an officer or agent of the Association. A lien for assessments, as provided for herein, may be foreclosed as provided in Chapter 703 of the Wisconsin Statutes. In addition to the foregoing, such assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be a personal obligation of the owner(s) of the unit against which assessed at the time such assessment (or any installment thereof) is due, and such personal obligation shall pass to the successors in title (except for mortgages, their successors and assigns, and other purchasers who obtain title to the unit as a result of a first mortgage foreclosure) to such unit, and each owner of any unit, by acceptance of any right, title or interest therein, is deemed to assume the obligation to make such payment.

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

SECTION 5.2 - 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 ANNUAL ASSESSMENTS COMMENCE. The annual assessment provided for herein shall commence on the date this Declaration is recorded and shall be due and payable to the Association each year thereafter on the same date. This payment date may be adjusted in the future by the Association. The annual assessment, or the prorata portion thereof, as to each unit shall commence on the date an occupancy permit is issued for such unit by the Village of Random Lake. Should the annual assessments be deemed insufficient to pay the common expenses, the Declarant or the Board of Directors may increase the amount thereof, and thereupon shall give written notice of such action to the unit owners. The Board of Directors may determine that the annual assessment be paid in installments, such as monthly or quarterly installments in the future.

SECTION 5.5 - DISPOSITION OF EXCESS ASSESSMENTS. In the event the Board of Directors determines that excess assessments have been made or assessed

to the unit owners, the Board of Directors may repay those excessive assessments or credit all or a portion of excessive assessments to the next annual assessment. Excessive assessments would be those assessments collected or due for which there are no existing or projected common expenses within a one-year period, necessitating the payment of such finds or for which no specific contingency exists. The Board of Directors may make such repayments in their discretion, with due regard given for past payment patterns and the future needs of the condominium.

SECTION 5.6 - CERTIFICATION OF STATUS OF ASSESSMENTS. The Association shall furnish, upon request of a unit owner or such other persons who have a bona fide interest in the status of such assessments, a Certificate signed by an officer (other than an owner of the unit for which requested) of the Association setting forth as a specified date the amount of unpaid or excess assessments on a specified unit.

SECTION 5.7 - REMEDIES OF ASSOCIATION 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 5.8 - PRIORITY OF LIEN. A lien for assessments shall be prior to all other liens except only: (a) Liens of general and special taxes, (b) All sums unpaid on a first mortgage recorded prior to the making of such assessments, and (c) Mechanics' (construction) liens prior to the making of such assessments, as provided in §703.16, Wis. Stats.

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 Percent (100%) of the votes. In the case of partition, the net proceeds of sale together with the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements and shall be distributed in accordance with the priority of interests in each unit.

ARTICLE VII - ARCHITECTURAL CONTROL

SECTION 7.1. 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 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, garage doors and openers, appliances (refrigerator, stove, dishwasher, clothes washer and dryer, whether included with the unit or added to the unit after purchase) furnaces, air conditioners, hot water heaters, water softeners, plumbing fixtures connections, sinks and other plumbing within the unit, floor coverings, interior surfaces of walls, ceilings and floors, light fixtures, interior electric wiring, outlets and panels, smoke alarms, doorbells, locks, porches, decks, walkways, and driveways. 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. Except as provided above, 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(s).

ARTICLE IX - USE RESTRICTIONS

SECTION 9.1 - RESIDENTIAL USE. Each 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 Bylaws of the Association and may be further set forth in any rules established by the Association as are permitted by said Bylaws.

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 Bylaws 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 Bylaws 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 canceled or substantially modified without at least Thirty (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 Ten (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 Dollars ($1,000,000) 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 Exhibit 1.

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 Bylaws 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 Bylaws 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 Bylaws 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 Dollars ($1,000) to the condominium property in the event of a casualty loss.

SECTION 11.3 - AMENDMENT OF DECLARATION. This Declaration may be amended by unit owners by vote of Seventy-Five Percent (75%) the unit owners voting for such amendment at the meeting duly held in accordance with the provisions of the Bylaws 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 at 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 JOHN R. SCHOLLER, whose address is W5102 County Road K, Random Lake, WI 53075. 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.

SECTION 11.8 - MASTER ASSOCIATION. The Association shall have the right by action of its Board of Directors to delegate one or more of its powers to the extent permitted by law to a Master Association created under §703.15(5), Wis. Stats.

Dated this 18th day of July, 2022.

RAYBERN CONDOMINIUM

By: /s/ John R. Scholler
John R. Scholler, Declarant's Agent

STATE OF WISCONSIN)
: ss
SHEBOYGAN COUNTY)

Personally came before me this 18th day of July, 2022, the above named JOHN R. SCHOLLER, to me known to be the person who executed the foregoing instrument and acknowledge the same.

By: /s/ Joshua D. McKinley
Joshua D. McKinley
Notary Public, Sheboygan County, WI
My Commission Is Permanent

DOCUMENT DRAFTED BY:
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