COVER SHEET
DISCLOSURE MATERIALS

Name and Location of the Condominium

LANDMARK SQUARE CONDOMINIUM
OWNER'S ASSOCIATION INC.
832 North 6th Street
City of Sheboygan
Sheboygan County, WI 53081

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

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

3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

I acknowledge that I have received a copy of the Disclosure Materials, including the Executive Summary which follows the Index on Page iii of these materials (Declaration of condominium, By-Laws, Rules and Regulations, if any, Articles of Association, a copy of the Annual Projected Operating Budget, a copy of a sample lease to be used by unit owners, and a copy of the floor plan of the unit, its location in the common elements, and the location of the common elements of the condominium) of Landmark Square Condominium, that I was provided with time to read such materials, that I was advised that should I have any questions in connection with same; I should seek independent professional advice; that I did read such documents; that a lien for maintenance payments could attach against my property and other matters as set forth in more specific detail in the Executive Summary and Disclosure materials which follow, receipt of which is hereby acknowledged.

Executed this _____ day of _____, 20_____.

INDEX

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

1. **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 iii.

2. **Declaration** -- The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on Pages A2 through A33.

3. **By-Laws** -- The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on Pages B1 through B17.

4. **Articles of Incorporation** -- 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 Pages C1 through C3.

5. **Associated Documents** -- Pages D1 through D21.

6. **Leases** -- There are no leases of property or facilities which are not a part of the condominium. However, pursuant to the terms of the By-Laws 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 D2 through D3.

7. **Association Lien for Assessments** -- A copy of form to be used by the Association in the event it files a lien for assessments in attached at Page D4.

8. **Map (Plat)** -- The Board of Directors 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 A22 through A33.

9. **Floor Plans** -- The Board of Directors has provided floor plans of the units being offered for sale. The floor plans are on Pages A28 through A33.

10. **Statutory Reserve Account Statement** -- The Board of Directors has recorded a Statutory Reserve Account Statement. A copy of this statement begins on Page D20.

11. **Management Agreement** -- Page D9 through D13.

12. **Affiliation Agreement** -- Page D5 through D8.

13. **Condominium Rules** -- Page D4 through D19.

EXECUTIVE SUMMARY

1. **CONDOMINIUM IDENTIFICATION** -- The Condominium name is Landmark Square Condominium.

2. **EXPANSION PLANS** -- Landmark Square Condominium is not expandable.

3. **GOVERNANCE** -- Questions regarding the management of the condominium shall be directed to the Site Coordinator of the condominium. Additionally, questions may be directed to the Board of Directors of the Association or an officer designated by the Board of Directors. Questions regarding assessments should be directed to the Site Coordinatorof the condominium. Further information regarding the governance of the condominium is set forth in the Disclosure Materials on Pages B8 through B11 and D9 through D13 of the Disclosure Materials which follow.

4. **SPECIAL AMENITIES** -- Special amenities are located and identified on the Plat of the condominium and on Pages A22 through A33 of the Disclosure Materials which follows. Additional amenities and services are set forth on Page D5 through D7 of the Disclosure Materials which follow.

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 A13 through A14 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 A13 through A14.

7. **RENTAL OF UNITS** -- Information relating to unit owner's right to rent their units is set forth on Page D19 of the Disclosure Materials and a sample lease form is set forth on Pages D2 through D3 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 A13 of the Disclosure Materials which follow.

9. **PARKING** -- Parking is allowed for unit owners and guests ONLY in the designated open parking area within the common elements of the condominium. See Page D16 of the Disclosure Material which follow.

10. **PETS** -- Rules relating to pets on the condominium property are set forth on Page D16 of the Disclosure Materials which follow, and the registration form on Page D19 of the Disclosure Materials which follow.

11. **STATUTORY RESERVE ACCOUNT** -- The Board of Directors 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 in the Office of the Register of Deeds for Sheboygan County, Wisconsin. Non-routine maintenance and replacement of common elements will be by assessment as determined by the Association as set forth on Pages D20 through D21 of the Disclosure Materials which follow.

12. **AMENDMENTS TO DECLARATION AND BY-LAWS** -- The Declaration and By-laws of the condominium may be amended as set forth on Pages A19 and B17 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.

13. **RESTRICTIONS RELATING TO MOTOR VEHICLES, UNLICENSED VEHICLES AND RECREATIONAL VEHICLES** -- Restrictions relating to motor vehicles, unlicensed vehicles and recreational vehicles may be found on Page D16 of the Disclosure Materials which follow.

14. **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 A14 of the Disclosure Materials which follow.

15. **LIMITATIONS ON UNIT OWNERSHIP** -- Each unit in the condominium must be owned and/or occupied by at least one person who is fifty-five (55) years of age or older, or is disabled or handicapped. See Page A14 of the Disclosure Materials which follow.

16. **THE ASSOCIATION'S RIGHT OF FIRST REFUSAL** -- The Association has the right to re-purchase a unit should the unit owner wish to sell, transfer, assign or convey the unit for any reason as set forth in more detail on Page A15 of the Disclosure Materials which follow.

ANY CHANGE MADE BY 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 ASSOCIATION WHEN THE CHANGE TAKES PLACE.

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DECLARATION OF CONDOMINIUM
OWNERSHIP AND COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LANDMARK SQUARE CONDOMINIUM

THIS DECLARATION is made **byLandmark Square Condominium Owners Association, Inc.,**hereinafter referred to as ***(LMSCOA, Inc.or The Association)***, the date hereinafter stated for the purposes of subjecting the following described real property and the appurtenances thereto to the provision 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 --Landmark Square Condominium Owners Association, Inc., a Wisconsin corporation, hereinafter referred to as (LMSCOA, Inc. or The Association), is the owner of the subject property.

Section 2. Name of Condominium -- The condominium shall be known as Landmark Square Condominium, located at 832 North 6th Street, City of Sheboygan, Sheboygan County, Wisconsin.

Section 3. Condominium is not Expandable-- The condominium shall consist of one (1) building. The building shall contain seventy-two (72) units. The condominium is not expandable.

Section 4. Legal Description of Property -- The real property subject to condominium ownership by this Declaration is:

> Lot Two (2) of a Certified Survey Map recorded in Volume Twenty-two (22) of Certified Survey Maps on Pages 92/3 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1792732, being a part of Block One Hundred Four (104) of the Original Plat of the City of Sheboygan, and all of Lot One 91) of a Certified Survey Map recorded in Volume Twenty (20) of Certified Survey Maps on Page 183 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, City of Sheboygan, Sheboygan County, Wisconsin.

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 LMSCOA, Inc. 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 the 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 1.1LMSCOA, Inc.-- Shall mean and refer to the LANDMARK SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC., a nonstock, non-profit corporation organized under Chapter 181 of the Wisconsin statutes, 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 Handicapped or Disabled -- A person is handicapped as defined in 45 U.S.C. No. 3604(f), Wis. Statutes 106.50(1m)(g) and in 24 C.F.R. Sec. 100.201(A)(2)(2001). For

purposes of this Declaration the term "handicap" under Wisconsin Law and "disability" under Federal Law shall have the same meaning.

Section 1.4 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 1.5 Building -- Shall refer to the single building containing seventy-two (72) units and depicted on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 1.6 Unit -- Shall mean, refer to and include those portions of the property to be owned by and used exclusively by the unit owner(s).

Section 1.7Common 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) to the exclusion of other units.

Section 1.9 Common Expenses and Common Surpluses -- Shall mean, refer to and include the expenses and surpluses of the Association.

ARTICLE II

DESCRIPTION AND IDENTIFICATION OF THE BUILDING, UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 2.1 Description of Building -- The "building" shall contain seventy-two (72) units as more particularly set forth on Exhibit One (1) attached hereto.

Section 2.2 Description of Units -- Each of the seventy-two (72) units shall be separately designated by an identifying number as set forth on Exhibit One (1). Each unit is located on one floor. The number of units on the first or ground floor is nineteen (19), they are numbered 101 through 106 and 108 through 121. The number of units on the second floor is twenty-one (21), they are numbered 201 through 221. The number of units on the third floor is

twenty (20), they are numbered 301 through 315 and 317 through 321. The number of units on the fourth floor, eleven (11) in number, shall be numbered in odd numbers only, being units 401, 403, 405, 407, 409, 411, 413, 415, 417, 419 and 421. 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:

- The underground parking space assigned to each unit
- The storage room assigned to each unit
- Deck or patio
- Air conditioning condenser site

The limited common elements assigned to each unit shall be for the use of such unit and any subsequent conveyance of title of such unit shall pass with it, as an appurtenance, the use of the limited 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 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 by each unit shall be one-seventy-second ($1/72^{nd}$) (or expressed as a percentage 1.39%) which shall include the limited common elements being a part thereof.

The LMSCOA, Inc. herein has taken account of the fact that the units vary in size and location within the common elements, but that the most equitable manner of assigning property rights is to assign an equal interest in the property to each unit regardless of size or location within the condominium property.

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 the Unit -- The boundaries 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. 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 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. Operable smoke detectors shall be maintained in all units.

c. To the extent necessary, each unit 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.

d. 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 LMSCOA, Inc. 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 -- Each record title owner of a 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 unit 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

COVENENT (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 the 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 and pay for management fees. 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-Lays of the Association.

Section 5.3 Common Expenses (and Surplus); Payment of Monthly Assessments -- The common expenses under Section 5.2 above shall be charged to (and the common surplus shall be distributed among) the unit owners equally. Due regard is given by the Association herein to differences that may exist between the several units but believes that the equal burden of assessments assigned to each unit accurately reflects the distribution of common expenses among the respective unit owners.

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 Association herein. As to any unit conveyed after the date this Declaration is recorded, assessments, or the pro rata share thereof, shall be due and owing starting on the date of conveyance.

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 bone 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 No Waiver of Assessments -- No owner may waive or otherwise escape liability for the payment of assessments by the non-use of any of the common elements, by rental of the unit(s) or by abandonment of the unit.

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 Section 703.16 of the Wisconsin Statutes.

Section 5.9 Interest on Unpaid Assessment -- Any assessment not paid within ten (10) days of the date for payment, shall incur interest at the rate of one (1%) percent per month on the unpaid balance from the date the assessment was due, until paid in full.

ARTICLEVI

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 (75%) 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, and shall be distributed in accordance with the priority of interests in each unit.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.1 Common Elements -- No building, fence, wall or other structure except those contemplated in this Declaration, the original plans and the original plat, shall be commenced, erected or maintained upon the common elements of the condominium. No addition, change or alteration may be made to the building exterior and the condominium grounds except by action of the Board of Directors of the Association.

Section 7.2 Unit Owner -- A unit owner may make any improvements or alterations within the unit owner's unit that do not impair the structural integrity of the building, move a load bearing wall, 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 with the unit owner's responsibility for maintenance and repair are all windows, entry door and interior doors, 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 and locks. In addition, each unit owner shall be responsible for the maintenance of all utility connections located within the unit following the completion of construction of the unit.

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 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 Directions 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 Units: Each residential unit is intended for and its use shall be restricted to a single family residence only. Each unit in the condominium must be owned and/or occupied by at least one person who is fifty-five (55) years of age or older, or who is disabled or handicapped as defined herein in Section 1.3, above. To ensure that the restrictions set forth in this subparagraph continue as required by this Declaration, each unit owner shall provide the Association at least thirty (30) days prior written notices of any sale, transfer, assignment or lease of the unit and a certification acceptable to the Association signed by the unit owner and the unit owner's purchaser, assignee, transferee or lessee certifying that the unit will be occupied by at least one person who is age fifty-five (55) years or older or who is

disabled or handicapped as defined herein after such sale, assignment, transfer or lease and shall be otherwise used and occupied in accordance with the requirements and restrictions of this Declaration, the By-laws and any rules adopted thereunder. Occupancy of the condominium unit is limited to persons over the age of eighteen (18) except for guests whose occupancy is for less than fourteen (14) consecutive days. No guest, regardless of age, shall occupy a condominium unit for more than fourteen (14) consecutive days. No unit shall be occupied by more than three (3) persons.

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 Additional Rules and Regulations -- In addition to the foregoing, the Association may, from time to time, adopt reasonable rules and regulation pursuant to the By-Laws of the Association which regulations impose additional use restrictions on the condominium property.

Section 9.4 Association's Right of First Refusal --The Association, its successor or assigns shall have the right of first refusal to re-purchase a unit should the unit owner wish to sell, transfer, assign or convey the unit for any reason. The terms of the right of first refusal are as follows: any unit owner intending to sell, transfer, assign or convey the unit owner's unit shall provide the Association, its successor or assignee, written notice of such intention no later than thirty (30) days prior to the date of such sale, transfer, assignment or conveyance. The notice shall include the price of the unit and any contingency to sale set forth in the offer relating to the Buyer's obligation to conclude the transaction. Upon receipt of such notice and further notice from the Seller that all contingencies have been fulfilled, the Association, its successors or assigns shall have fifteen (15) days to notify the unit owner whether or not the Declarant, its successors or assigns, shall exercise its right of first refusal. Nothing contained in this subsection shall nullify any other use restriction set forth in this article. A right of first refusal shall not apply to any of the following transfers, provided however that such transfers do not result in a violation of any other provisions of this Declaration:

- A transfer by gift, device or inheritance
- Conveyance by unit owner to the unit owner or the unit owner's spouse's trust
- Any unit where the owner of the unit acquired the unit by foreclosure or a deed in lieu of foreclosure, or by a deed of the unit to a purchaser at a foreclosure sale

ARTICLE X

INSURANCE

Section 10.1 Property Insurance-- The Board of Directors shall be required to obtain and maintain insurance for property damage as required in Sec. 703.17(1), Wis. Stats. or any amendment thereto, insuring all condominium property, including the limited common elements thereof, but not including furniture or other personal property of the unit owner. In addition, the unit owner shall be responsible to insure all other personal property located on the condominium property whether located in a unit or in the common elements. Such insurance shall insure the Association and the unit owners as their interest may appear. Evidence of such insurance may be made available to the unit owner's mortgagee.

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 insuring the condominium property for physical damage shall contain a clause that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all the insureds. Prior to obtaining any policy of property insurance or any renewal thereof, the Board of Directors may obtain an appraisal from a property insurance company or a real estate appraiser to ascertain the replacement value of the buildings and all the common and limited common elements thereof for the purpose of determining the amount of property insurance to be put in place 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 leastOne 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 Exhibits 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 his interest in personal or other property within the project.

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 or 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 purpose 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 Five Thousand ($5,000.00) Dollars to the condominium property in the event of a casualty loss.

Section 11.3 Limitation on Enforcement -- No covenant, condition or restriction set forth in this Declaration and no By-Law, rule or regulation adopted by the Association pursuant to the authority granted to the Association under this Declaration, the Articles of Incorporation,

By-Laws, Rules or Regulations may be applied to discriminate against any individual in any manner, whether under Wisconsin law or as described in any other local, state or federal statute, ordinance, regulation or rule.

Section 11.4 Amendment of Declaration -- This Declaration may be amended by unit owners by sixty-seven (67%) percent of the unit owners joining in such amendment. 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. Notwithstanding the provisions of this Section 11.3, Section 9.1 may not be amended without a unanimous vote of all unit owners.

Section 11.5 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 11.6 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 11.7 Service of Process -- 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 11.8 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.

Dated at Sheboygan, Wisconsin this _____ day of _____, 2020.

Landmark Square Condominium Owners Association, Inc.

By: _____

_____, Officer

_____, Title

By: _____

_____, Officer

_____, Title

SHEBOYGAN COUNTY)
: SS.)
STATE OF WISCONSIN)

Personally came before me this _____ day of _____, 2020,
_____, President, and
_____, Secretary 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 and Secretary of said corporation, and acknowledged that they executed the foregoing instrument for said Corporation by its authority.

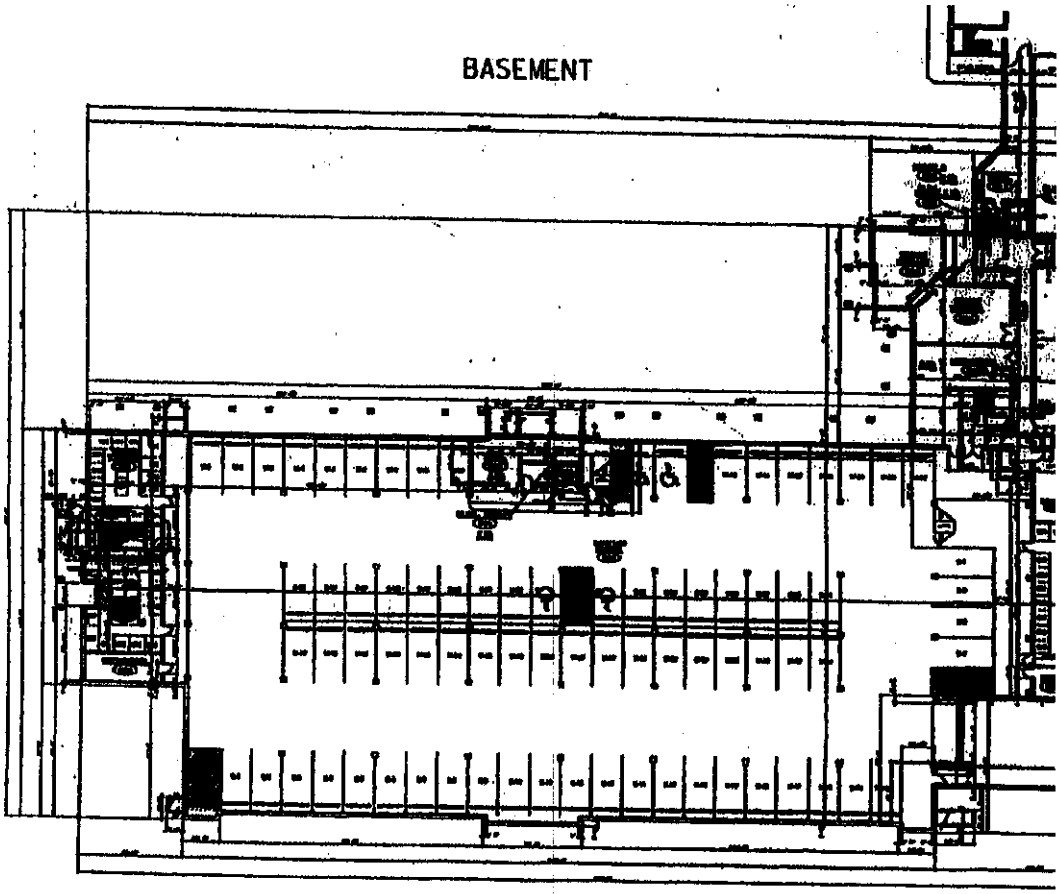
_____

Notary Public, Sheboygan County, WI
My Commission Is Permanent

LANDMARK SQUARE CONDOMINIUM

LOT TWO (2) OF CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY-TWO (22) OF CERTIFIED SURVEY MAPS ON PAGE 92/3 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO.1792732, BEING PART OF BLOCK ONE HUNDRED FOUR (104) OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND ALL OF LOT ONE (1) OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY (20) OF CERTIFIED SURVEY MAPS ON PAGE 183 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

BASEMENT



WISCONSIN
DENNIS J. VAN SLUYS
S-1238
SHEBOYGAN, WI
LAND SURVEYOR

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

DENNIS J. VAN SLUYS W.R.L.S. S-1238

DATED THIS 20TH DAY OF Dec 1 2007.

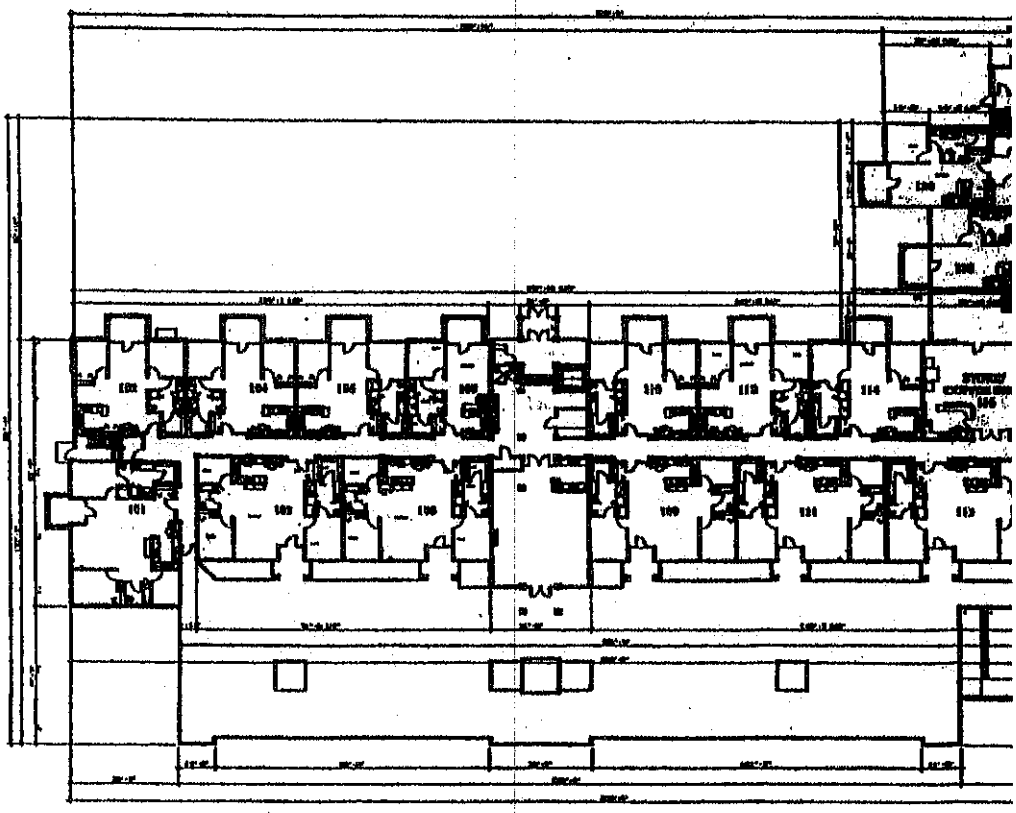
UNDERGROUND PARKING SPACES AND STORAGE AREAS, DECKS, AND PATIOS ARE ASSIGNED TO EACH UNIT AS LIMITED COMMON ELEMENTS. ALL OTHER AREAS NOT IDENTIFIED AS A UNIT ARE COMMON ELEMENTS.

041

LANDMARK SQUARE CONDOMINIUM

LOT TWO (2) OF CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY-TWO (22) OF CERTIFIED SURVEY MAPS ON PAGE 92/3 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO.1792732, BEING PART OF BLOCK ONE HUNDRED FOUR (104) OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND ALL OF LOT ONE (1) OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY (20) OF CERTIFIED SURVEY MAPS ON PAGE 183 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

FIRST FLOOR



UNDERGROUND PARKING SPACES AND STORAGE AREAS, DECKS, AND PATIOS ARE ASSIGNED TO EACH UNIT AS LIMITED COMMON ELEMENTS. ALL OTHER AREAS NOT IDENTIFIED AS A UNIT ARE COMMON ELEMENTS.

WISCONSIN
DENNIS J. VAN SLUYS
S-1230
SHEBOYGAN, WI
LAND SURVEYOR

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

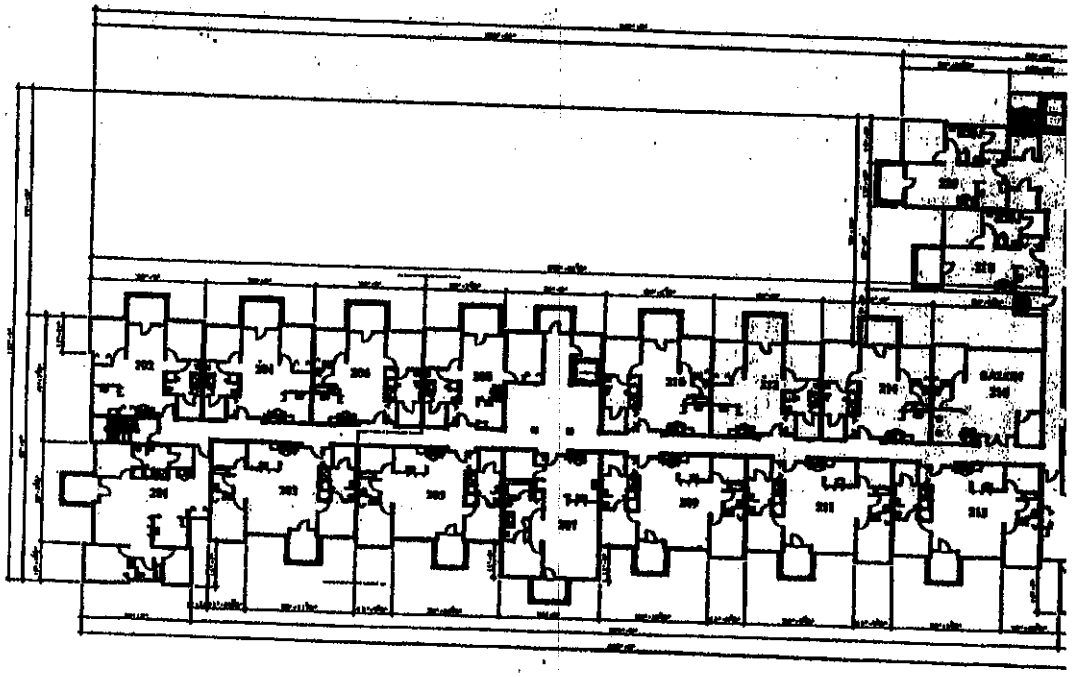
DENNIS J. VAN SLUYS W.R.L.S. S-1230

DATED THIS 2nd DAY OF April, 2005.

LANDMARK SQUARE CONDOMINIUM

LOT TWO (2) OF CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY-TWO (22) OF CERTIFIED SURVEY MAPS ON PAGE 92(3) IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO. 1792732, BEING PART OF BLOCK ONE HUNDRED FOUR (104) OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND ALL OF LOT ONE (1) OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME TWENTY (20) OF CERTIFIED SURVEY MAPS ON PAGE 183 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

SECOND FLOOR



WISCONSIN
DENNIS J. VAN SLUYS
S-1239
SHEBOYGAN, WI
LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

DENNIS J. VAN SLUYS R.L.S. S-1239

DATED THIS 21st DAY OF December, 2001.

UNDESIGNED PARKING SPACES AND STORAGE AREAS, DECKS, AND PATIOS ARE ASSIGNED TO EACH UNIT AS LIMITED COMMON ELEMENTS. ALL OTHER AREAS NOT IDENTIFIED AS A UNIT ARE COMMON ELEMENTS.

)MARK SQUARE CONDOMINIUM

F CERTIFIED SURVEY MAP RECORDED
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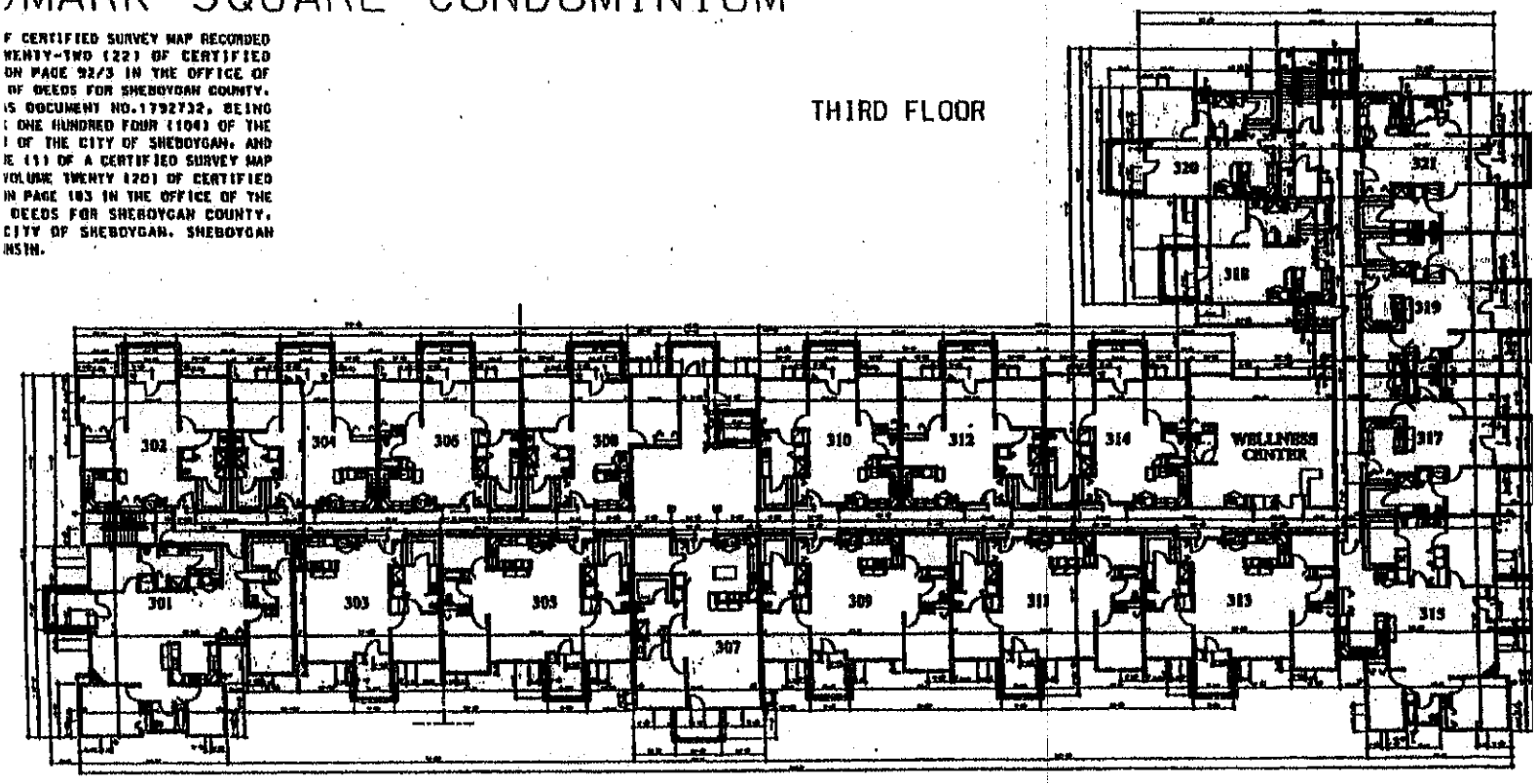
IN PAGE 183 IN THE OFFICE OF THE
DEEDS FOR SHEBOYGAN COUNTY.
CITY OF SHEBOYGAN, SHEBOYGAN
NSIN.

THIRD FLOOR



LANDMARK SQUARE CONDOMINIUM

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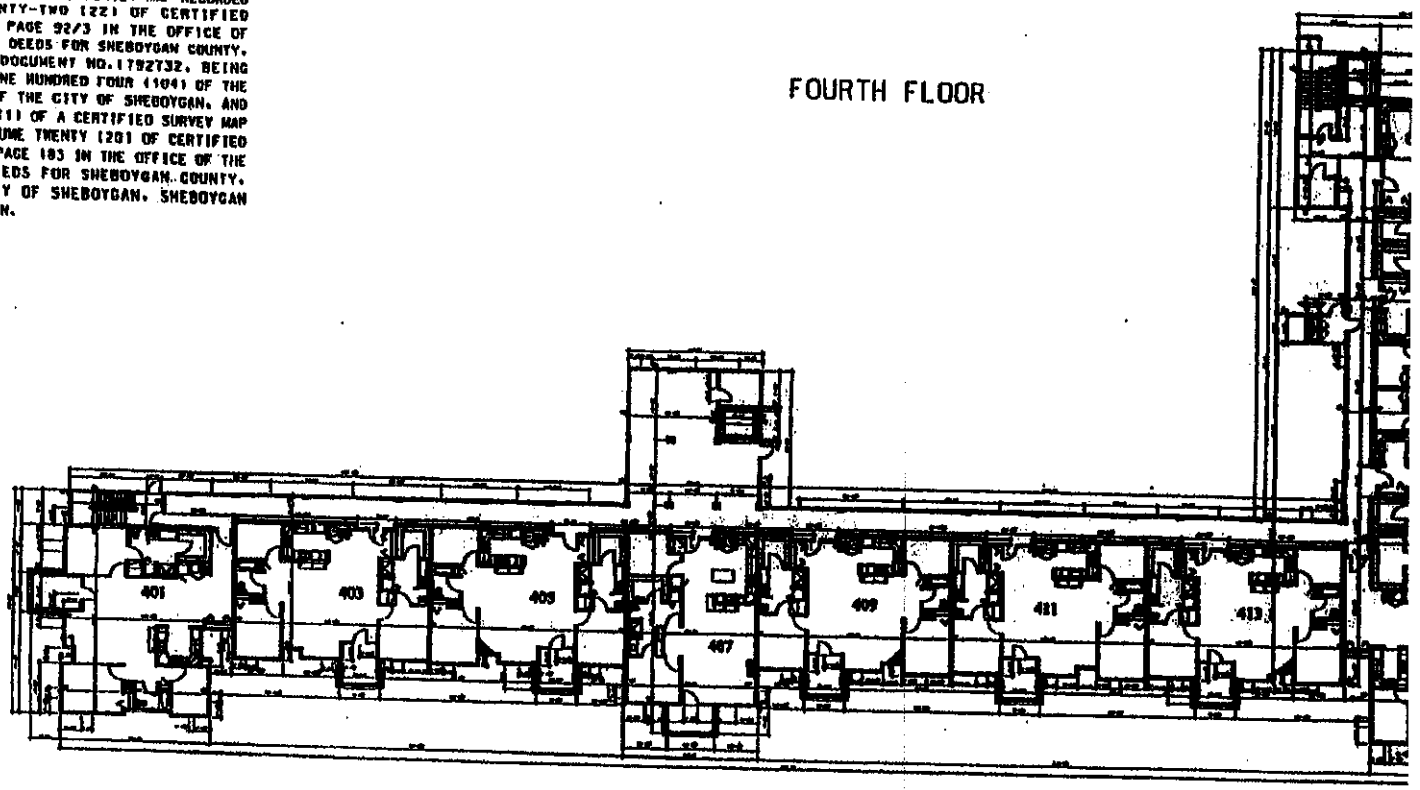
FOURTH FLOOR



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

DENNIS J. VAN SLUYS S-1239

DATED THIS 20th DAY OF June, 2007.

WISCONSIN DENNIS J. VAN SLUYS S-1239 SHEBOYGAN, WI LAND SURVEYOR

UNDERGROUND PARKING SPACES AND STORAGE AREAS, DECKS, AND PATIOS ARE ASSIGNED TO EACH UNIT AS LIMITED COMMON ELEMENTS. ALL OTHER AREAS NOT IDENTIFIED AS A UNIT ARE COMMON ELEMENTS.

DAT

220 318
320 778 SF

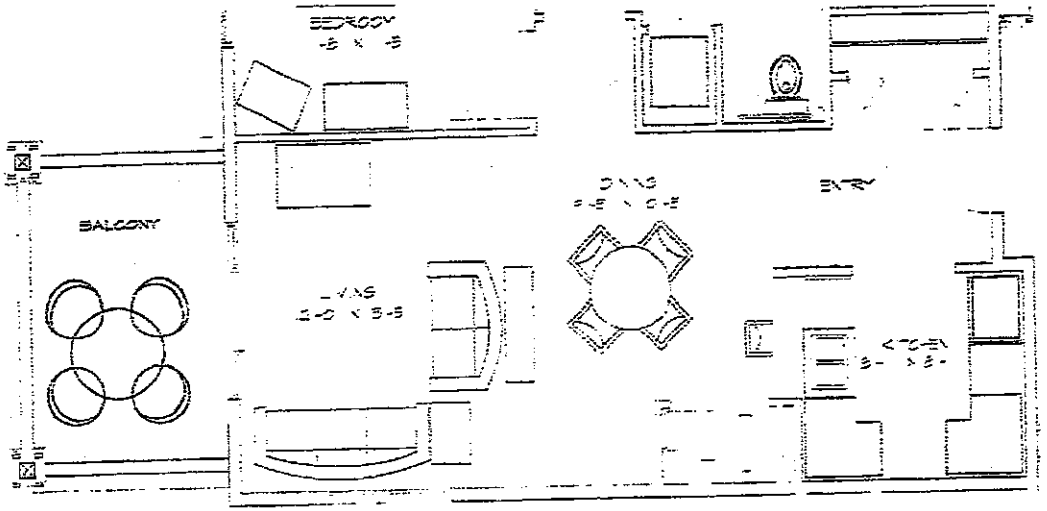
Living Room**.....** 12 x 15

Kitchen**.....** 9 x 9

Dining Area**.....** 9 x 10

Bedroom (1)**.....** 12 x 12

Bath**.....** 1 Full



UNIT
101 103
105 109
111 113
203 205
209 211
213 305
311 313
403 405
409 411
413 1,358 SF

Living Room**.....** 15 x 15

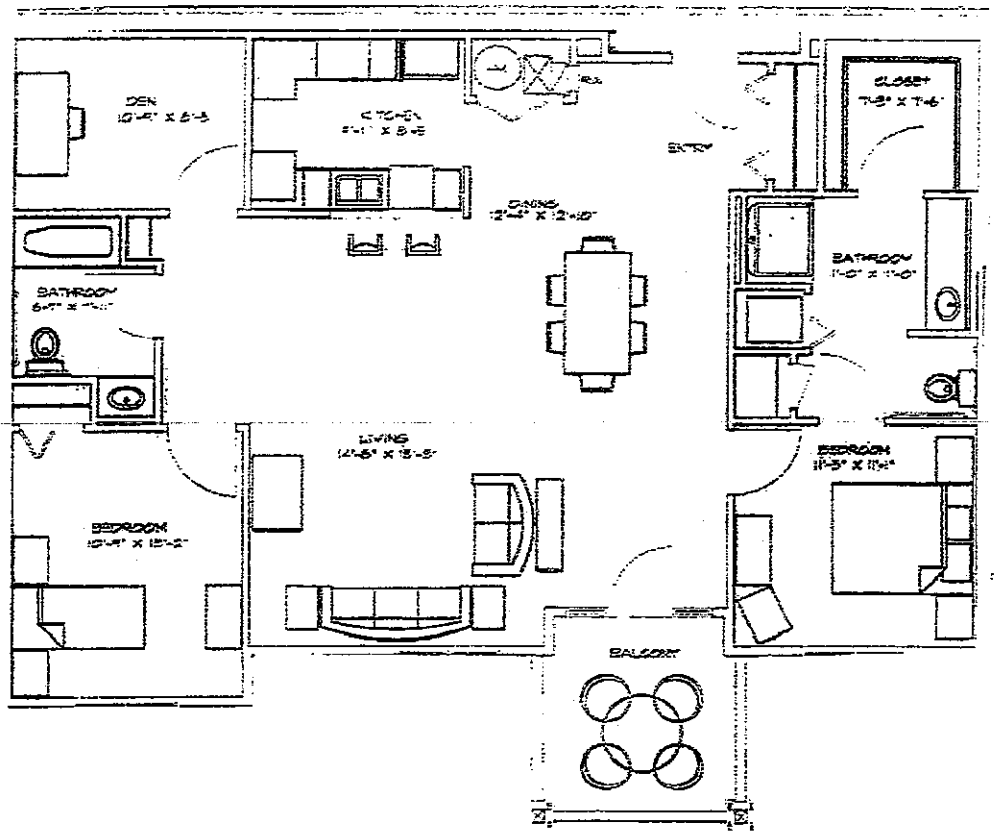
Kitchen**.....** 10 x 8

Dining Area**.....** 12 x 12

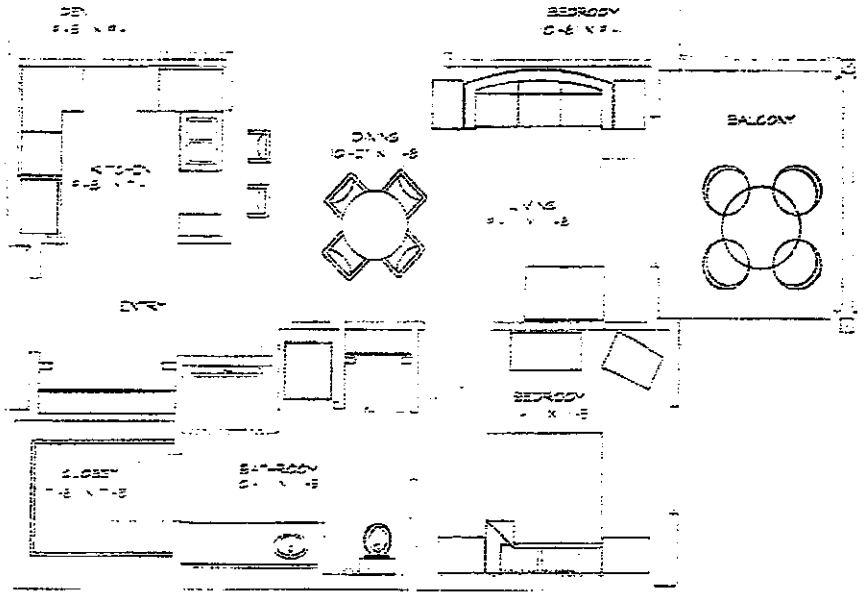
Bedroom (1)**.....** 11 x 11

Bedroom (2)**.....** 13 x 11

Den**.....** 11 x 8

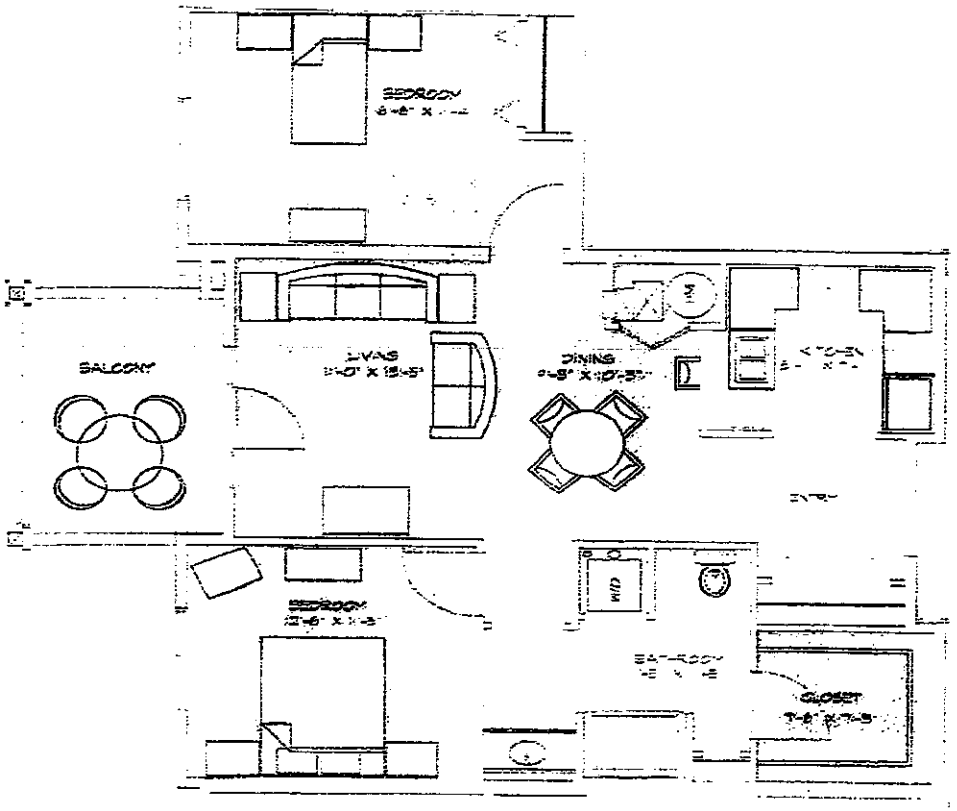


Living Room**.....**	10 x 12
Kitchen**.....**	10 x 8
Dining Area**.....**	10 x 11
Bedroom (1)**.....**	12 x 11
Bedroom (2)**.....**	10 x 10
Den**.....**	10 x 10
Bath**.....**	2 Full



UNIT
208
308 970 SF

Living Room**.....**	13 x 11
Kitchen**.....**	9 x 8
Dining Area**.....**	10 x 9
Bedroom (1)**.....**	12 x 12
Bedroom (2)**.....**	16 x 11
Bath**.....**	Full



Living Room**.....** 18 x 21

Kitchen**.....** 11 x 9

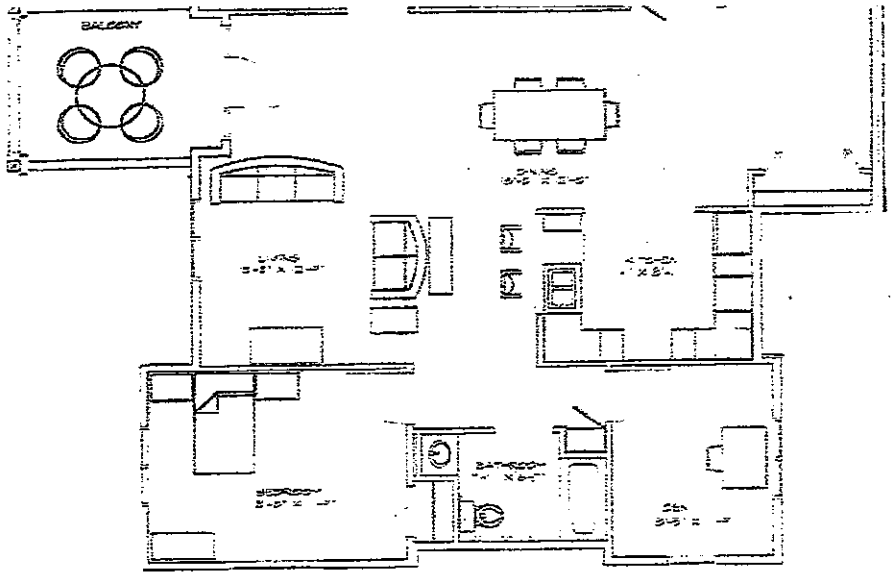
Dining Area**.....** 12 x 12

Bedroom (1)**.....** 12 x 12

Bedroom (2)**.....** 15 x 12

Den**.....** 11 x 9

Bath**.....** 2 Full



UNIT
115 1,638 SF

Living Room**.....** 18 x 16

Kitchen**.....** 10 x 9

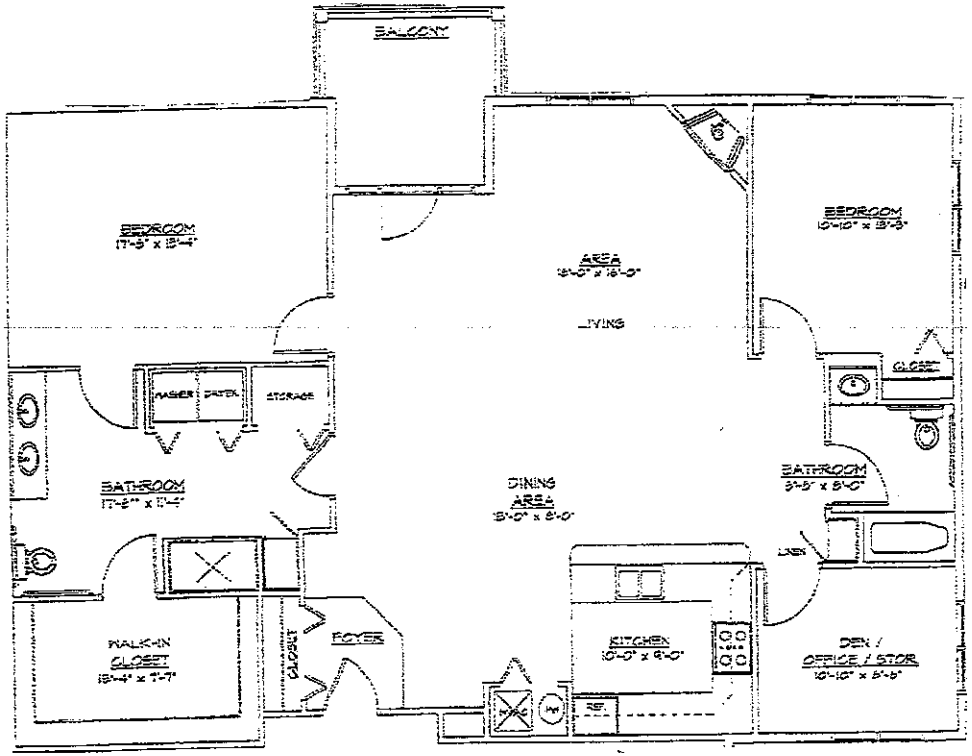
Dining Area**.....** 13 x 8

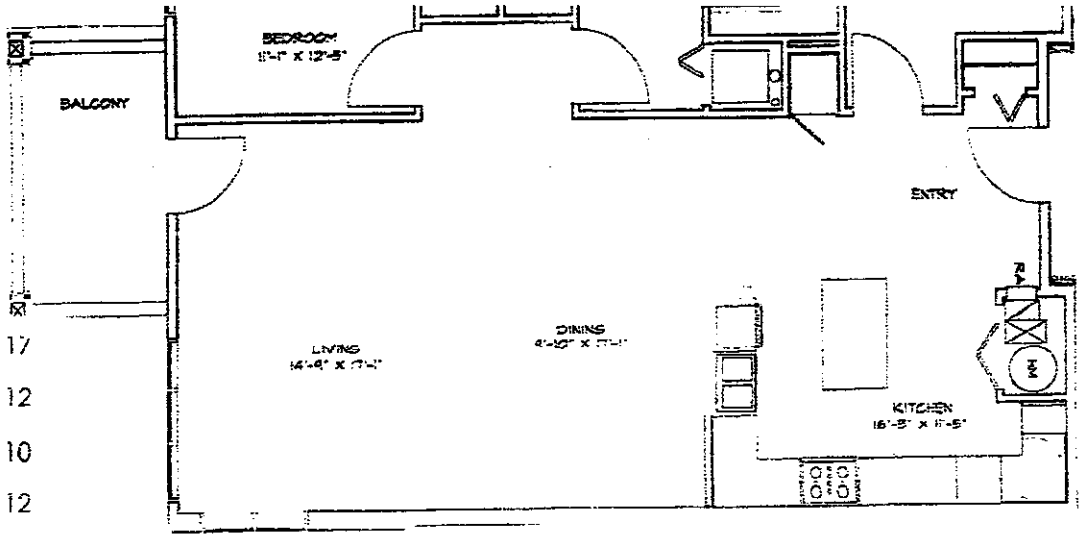
Bedroom (1)**.....** 17 x 13

Bedroom (2)**.....** 13 x 11

Office/Den**.....** 10 x 9

Bath**.....** 2 Full





Living Room**.....** 15 x 17

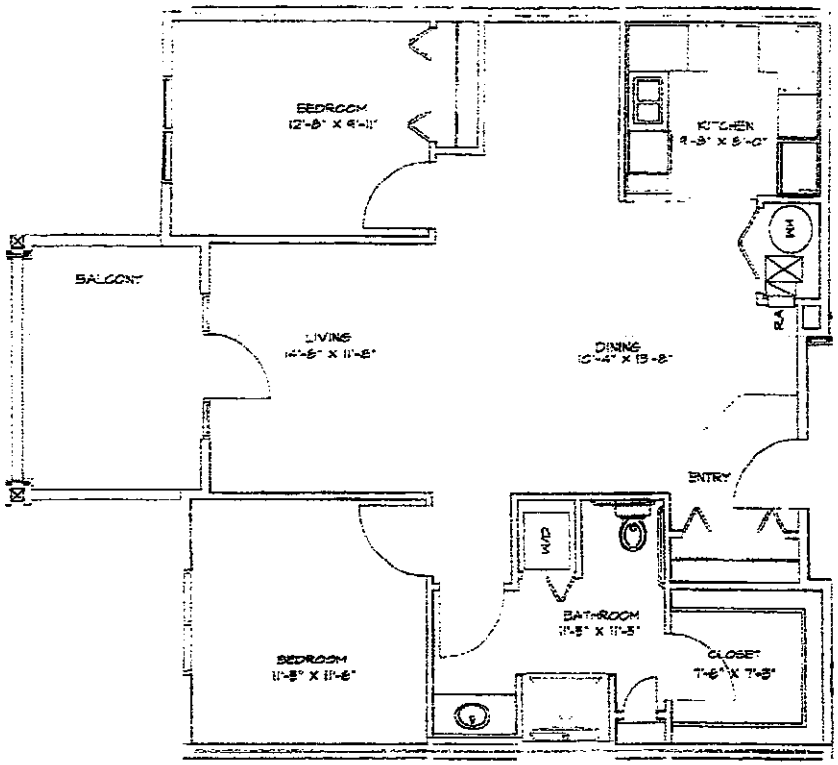
Kitchen**.....** 16 x 12

Dining Area**.....** 17 x 10

Bedroom (1)**.....** 12 x 12

Bedroom (2)**.....** 16 x 11

Bath**.....** Full



UNIT

102	104	202
112	204	302
212	304	
312	421	1,032 SF

Living Room**.....** 14 x 12

Kitchen**.....** 10 x 8

Dining Area**.....** 14 x 10

Bedroom (1)**.....** 12 x 11

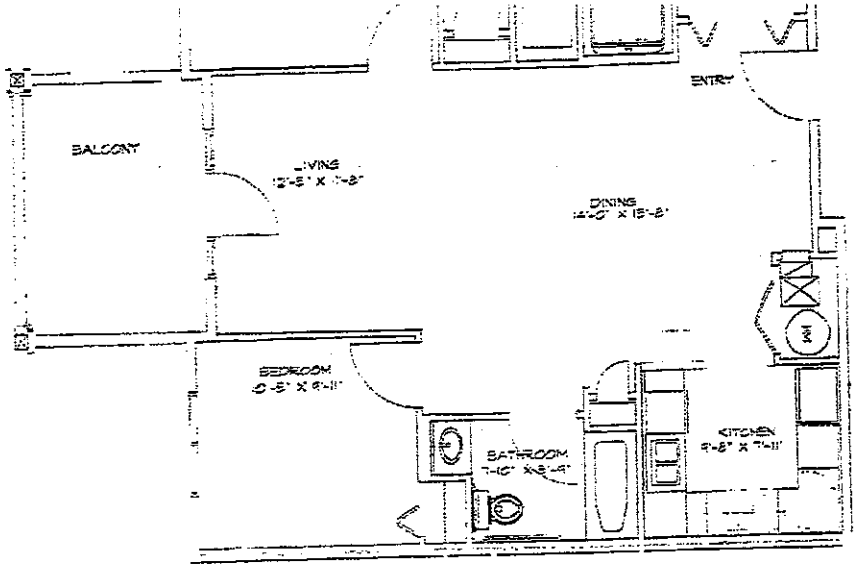
Bedroom (2)**.....** 13 x 10

Office Space**.....** 9 x 6

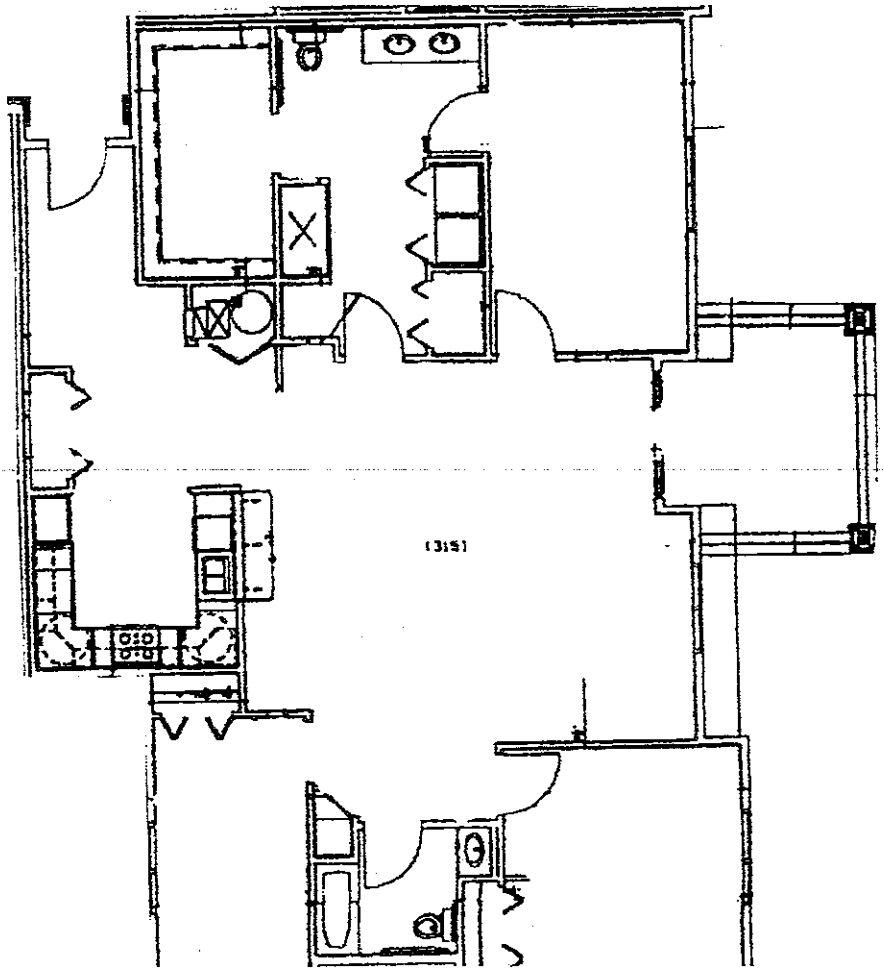
Bath**.....** 1 Full

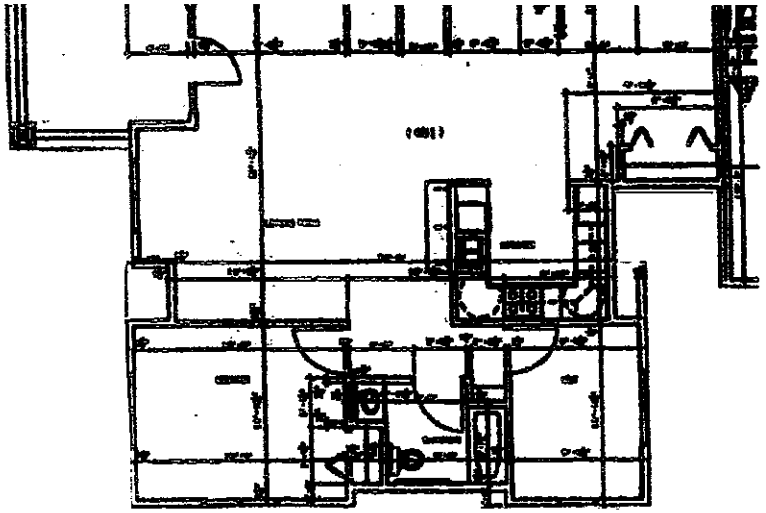
306 310
314 316
321 1,022 SF

Living Room**.....**	12 x 12
Kitchen**.....**	10 x 8
Dining Area**.....**	14 x 14
Bedroom (1)**.....**	10 x 10
Bedroom (2)**.....**	12 x 12
Bath**.....**	Full
Bath**.....**	Full

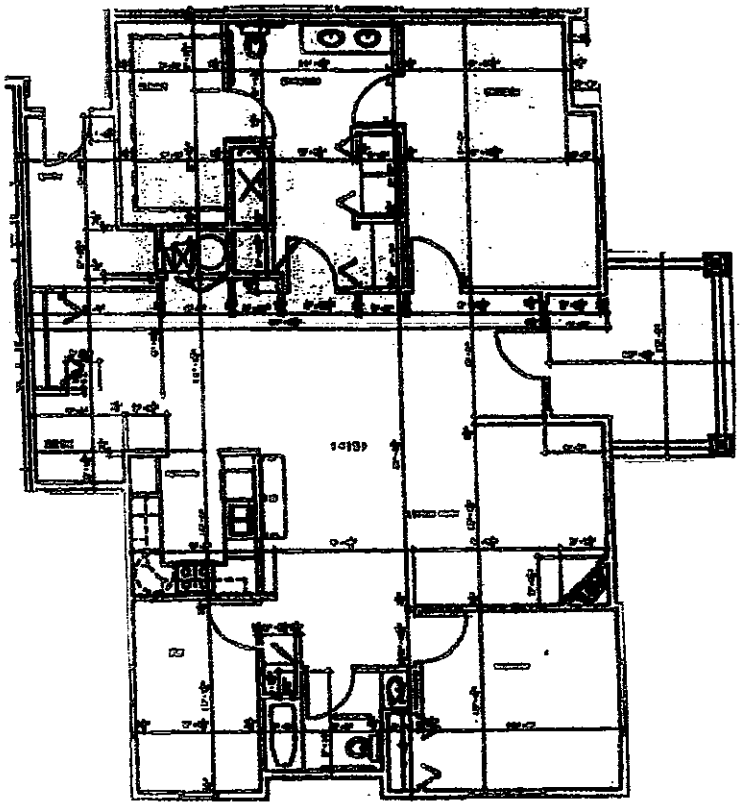


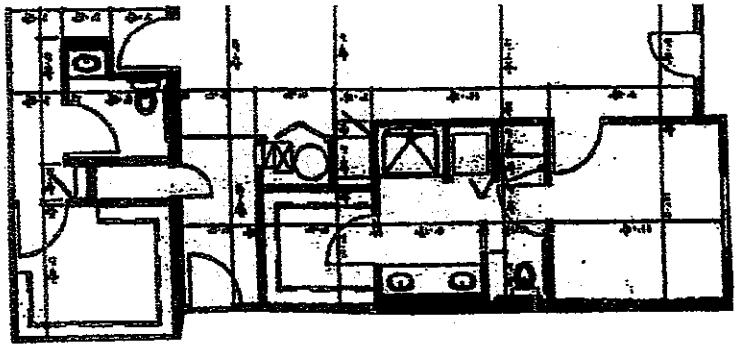
UNIT
215
315 1,689 SF

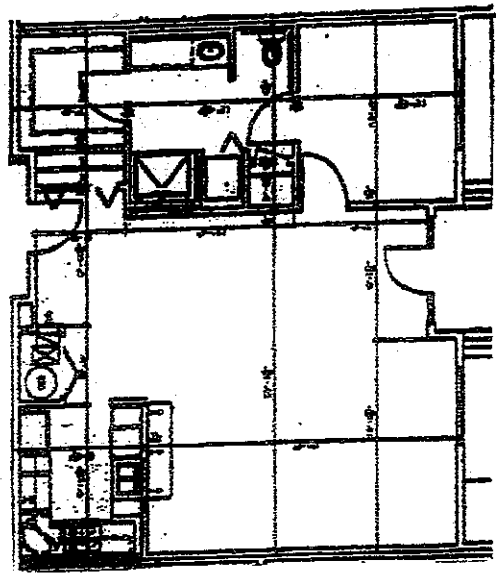




UNIT
415 1,800 SF







UNIT	
303	936 SF

LANDMARK SQUARE CONDOMINIUM

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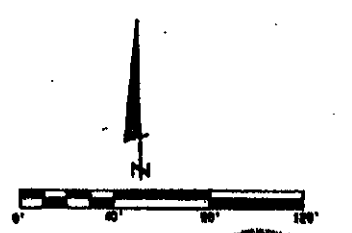

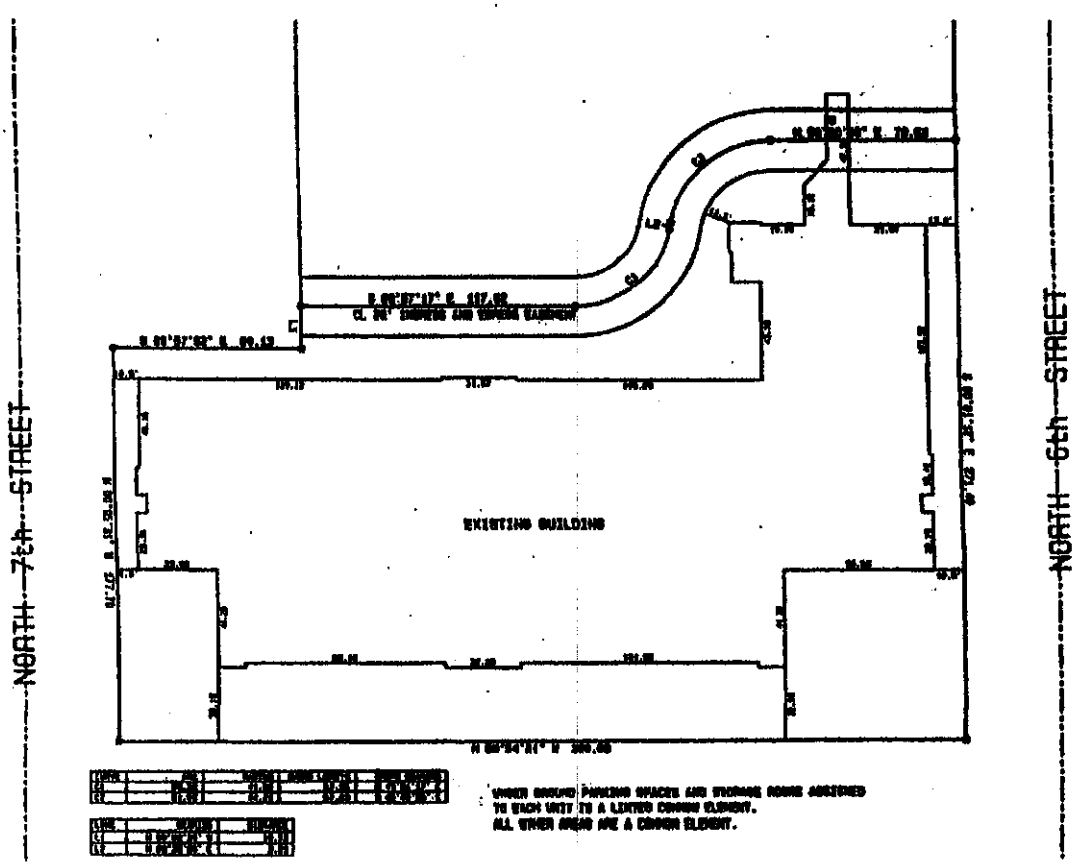

UNDER GROUND PARKING SPACES AND STORAGE ROOMS ASSIGNED TO EACH UNIT IS A LIMITED COMMON ELEMENT.
ALL OTHER AREAS ARE A COMMON ELEMENT.

EXHIBIT

BY-LAWS

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BY-LAWS OF

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

1.01 Name, Purpose. -- The name of the corporation shall be Landmark Square Condominium Owner's Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02 Address. -- The principal office of the Association shall be located at 832 North 6 Street, Sheboygan, Wisconsin 53081. This address shall also be the mailing address of the Association.

1.03 Binding Effect. -- These By-laws (the "By-laws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04 Capitalized Terms. -- Capitalized terms not defined in these By-laws shall have the definitions given to such terms in the Declaration of Condominium for Landmark Square Condominium and recorded in the office of the Sheboygan County Register of Deeds.

ARTICLE II

MEMBERSHIP

2.01 Membership. -- The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02 Commencement and Termination. -- Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03 Withdrawal or Expulsion. -- No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04 Membership Certificates. -- Membership certificates shall not be issued.

2.05 Membership List. -- The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association's Board of Directors or its designee of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name and current mailing address of such Unit Owner. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify

the Board of Directors or it's designee of the name and mailing address of its Mortgagee and the Board of Directors or it's designeewhen such mortgage has been released or such land contract has been fulfilled. The Board of Directors or it's designee shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06 Transfer of Membership -- Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to Board of Directors or it's designeeof such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07 Effect of Condominium Lien — No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08 Quorum -- Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09 Vote Required to Transact Business -- When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these By-laws, in which case such express provision shall apply.

2.10 Proxies — All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the Board of Directors or it's designeebefore or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11 Effect of Condominium Lien -- No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III

MEETINGS OF MEMBERS

3.01 Place -- All meetings of the Unit Owners shall be held at a place in Sheboygan County, Wisconsin, that shall be stated in the notice of the meeting.

3.02 Annual Meeting -- An annual meeting of the Unit Owners shall be held on the first Saturday of April of each year.

3.03 Special Meetings -- Special meetings of the Unit Owners may be called at any time by the president of the Association and/or shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04 Notice of Meetings -- No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting. Minutes of the prior annual or special meeting shall be provided **to** each unit owner with the notice of meeting required in thisparagraph.

3.05 Adjourned Meetings -- If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06 Duties of Officers at Meetings -- The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and minutes shall be kept in the Association's minute book. Votes at all meetings shall be counted by the Board of Directors or its designee.

3.07 Order of Business -- The order of business at all meetings of the Unit Owners shall be as follows:

(a) Calling the meeting to order
(b) Calling the roll of Unit Owners and certifying the proxies
(c) Proof of notice of meeting or waiver of notice
(d) Reading and disposal of any unapproved minutes
(e) Reports of committees (if appropriate)
(f) Reports of officers
(g) Election of directors (if appropriate)
(h) Unfinished business
(i) New business
(j) Adjournment

3.08 Action Without a Meeting by Written Consent -- Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these By-laws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

ARTICLE IV

BOARD OF DIRECTORS

4.01 Number -- The affairs of the Association shall be managed by a board of directors (the "Board of Directors") composed of not less than three persons and no greater than five persons as determined by the Unit Owners. No more than one director at any given time may be a person who is not also a Unit Owner for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" forpurposes of this requirement only.

4.02 Term of Office — Each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03 Election of Directors -- One (1) month prior to each annual meeting of the Unit Owners the Board of Directors or it's designee shall mail or deliver to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected the Board of Directors or it's designeeshall solicit further nominees. If the number of nominees exceeds the number of directors to be elected the Board of Directors or it's designeeshall conduct an election by written ballot. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04 Vacancy and Replacement — If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is selected in accordance with these By-laws.

4.05 Removal -- Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06 Compensation -- No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01 Annual Meeting –An annual meeting of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the annual meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02 Special Meetings -- Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03 Notice of Special Meetings -- No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the site coordinator to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by a director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04 Quorum -- A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these By-laws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05 Order of Business -- The order of business at all meetings of the Board of Directors shall be as follows:

(a) Calling the meeting to order
(b) Proof of notice of meeting or waiver of notice
(c) Reading and disposal of any unapproved minutes
(d) Reports of officers
(e) Reports of committees (if appropriate)
(f) Election of officers (if appropriate)
(g) Unfinished business
(h) New business
(I) Adjournment

5.06 Action Without a Meeting by Written Consent -- Any action required or permitted by the Articles or these By-laws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

All of the powers and duties of the Association under the Declaration, the Articles, these By-laws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

(a) Adopt an annual budget for revenues, expenditures, and reserves;

(b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor, whose services the Board of Directors determines are necessary or appropriate, on such terms and conditions as shall be determined by the Board of Directors;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these By-laws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) its successor and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable including such insurance insuring the Board of Directors as agents or managers relating to director's liability and such fidelity insurance as the Board of Directors may determine;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law;

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a site manager or managing agent.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01 Officers -- The principal officers of the Association shall be the president, vice president, and secretary, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners. A board member may simultaneously hold more than one office in the Association.

7.02 Election of Officers -- The officers shall be elected annually by the Board of Directors at its regular meeting.

7.03 Term -- Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04 Special Appointments -- The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05 Resignation and Removal -- Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06 Vacancies -- A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the office replaced.

7.07 Duties -- Unless otherwise indicated by the Board of Directors or delegated to a managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) President -- The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these By-laws, or by the Board of Directors.

(b) Vice President -- The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) Secretary -- The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the

Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these By-laws or by the Board of Directors.

7.08 Compensation -- No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09 Fidelity Bonds -- The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.01 Inspection -- The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the By-laws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, or at such other reasonable location where copies may be purchased at reasonable cost.

8.02 Audits -- The accounts and records of the Association shall be audited at least once every other year by an audit committee or as required by agreement of the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01 Fiscal Year -- The fiscal year of the Association shall run from the first day of January until the thirty-first day of December.

9.02 Budget -- The Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. The Association may maintain a non-statutory reserve account for the Condominium. The Association may include, within the budget, an amount for reserve funds to be collected for the ensuing year considering:

1. The reserve funds then in the reserve account; The expending of the Reserve Funds shall be under the direction of the Board of Directors and shall not exceed over half of the total reserve in any one year period unless an emergency situation would occur.

2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;

3. The estimated remaining useful life of the Common Elements; and

4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.03 Levying and Payment of General Assessments -- Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. Prior to the annual meeting, the Board of Directors or it's designeeshall mail or deliver a copy of the proposed annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association or such place as directed by the Board of Directors and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04 Special Assessments -- Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05 Association remedies Upon Nonpayment of Assessments -- Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of one percent (1%) per month or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessment. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

ARTICLE X

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these By-laws, and any rules and regulations of the Association.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, By-laws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the By-laws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the receipt of the report of the infraction any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulation of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01 General Scope and Definitions

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving on an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02 Mandatory Indemnification

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03 Determination of Right to Indemnification -- Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time

parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.04 Allowance of Expenses as Incurred -- Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05 Partial Indemnification

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06 Indemnification of Employees and Agents -- The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association, provided, however, that prior to each indemnification, defense or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.07 Limited Liability of Directors and Officers

(a) Except as provided in subsection 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, **or** failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is

brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Section 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08 Severability of Provisions -- The provisions of this Article XIIand the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article XIIshall remain enforceable and in full effect.

12.09 Nonexclusivity of Rights — The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the By-laws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 Purchase of Insurance -- The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this ArticleXII.

12.11 Benefit — The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12 Amendment -- No amendment or repeal of this Article XII shall be effective to reduce the obligations of the Association under this Article XII with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Seal -- The Association shall not have a corporate seal.

13.02 Interpretation. -- These By-laws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these By-laws shall be invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these By-laws. Nothing in these By-laws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

13.03 Notices -- Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these By-laws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the site coordinator of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the site coordinator of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ATICLE XIV

AMENDMENTS TO BY-LAWS

These By-laws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners.

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ARTICLES OF INCORPORATION
OF
LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC.

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC., a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the following Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation is LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the Association is perpetual.

ARTICLE III

PURPOSE

The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC. created under Chapter 703 of the Wisconsin Statutes, located in the City of Sheboygan, Sheboygan County, Wisconsin, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

ARTICLE IV

MEMBERS

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the By-las of the Association (the "By-laws"). The respective voting rights of the members of the Association shall be as set forth in the By-laws and that certain Declaration of Condominium for LANDMARK SQUARE CONDOMINIUM, recorded in the office of the Sheboygan County Register of Deeds (the "Declaration").

ARTICLE V

PRINCIPAL OFFICE

The address of the principal office of the Association is Landmark Square Condominium Owner's Association, Inc. The principal office is located at 832 North 6th Street, Sheboygan, Wisconsin 53081, in Sheboygan County, Wisconsin.

ARTICLE VI

REGISTERED AGENT

The name and address of the registered agent of the Association is Melanie Arthurs, Site Coordinator,832 North 6th Street, Sheboygan, Wisconsin 53081

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of directors. The number of directors constituting the board of directors shall be five (5). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the By-laws.

ARTICLE VIII

ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING

Any action required or permitted by these Articles or the By-laws to be taken by the Board of Directors of the Association may be taken without a meeting if a written consent, setting forth the action, is signed by two-thirds (2/3) of the directors then in office.

Dated at Sheboygan, Wisconsin, this _____ day of _____, 20__ .

Landmark Square Condominium Owner's Association, Inc.

By: _____
President

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

Personally came before me this _____ day of _____, 20__,
_____ President, of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that he executed the foregoing instrument for said Corporation by its authority.

/S/ _____

Notary Public, Sheboygan County, WI
My Commission: _____

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OF

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FORM NO. 19 RESIDENTIAL LEASE
5/19/99
Drafted by Attorney Thomas Frenn

Wisconsin Legal Blank Co., Inc.
Milwaukee, Wis.

RESIDENTIAL LEASE

This lease was drafted by _____ (individual) _____ (firm) who represents (Landlord) (Tenant) (strike one)

This Lease of the Premises identified below is entered by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed by the parties):

TENANT: (_____ adults and _____ children)

_____ _____

_____ _____

PREMISES: Building Address

_____ (street)

_____ (city, village, town) (state) (zip)

Apartment/room/unit _____

Other _____

Included furnishings/appliances: refrigerator, range, oven other (list or attach addendum) _____

LANDLORD: _____

Agent for service of process _____ (name) _____ (address)

_____ (city, village, town) (state) (zip)

Agent for maintenance, management _____ (name) _____ (street)

_____ (city, village, town) (state) (zip)

Agent for collection of rents _____ (name) _____ (street)

_____ (city, village, town) (state) (zip)

RENT: Rent of $_____ for Premises and $_____ for other (specify _____) is due on the _____ day of each month and is payable at _____.

If rent is received or postmarked after _____ the Tenant shall pay a late fee of $_____.

Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. **All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Lease unless this sentence is stricken.** Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Lease.

Other Landlord or Tenant obligations: This Lease incorporates by reference the Declaration and By-Laws of Landmark Square Condominium. Any security deposit required by the terms of this Lease shall be for the benefit of the Owner of the Condominium and/or the Association of Unit Owners as their interest may appear.

TERM: (Strike either (a) or (b))

(a) Month to month beginning on _____, ____; or

(b) For a term of ____ months/beginning on _____, ____ and continuing to _____, ____.

(NOTE: A lease for a fixed term expires without further notice. If tenancy is to be continued beyond this lease term, parties should agree and make arrangements for this in advance of the lease expiration.)

UTILITIES: Check if paid by:

	Landlord	Tenant
Electricity		
Gas		
Heat		
Air conditioning		
Sewer/water		
Hot Water		
Trash		
Other _____		

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows: _____

SECURITY DEPOSIT: Upon execution of this lease, Tenant shall pay a security deposit in the amount of $_____ to be held by _____. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days as required by law after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement describing any damage with the cost or estimated cost of repair or replacement and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven days from the beginning of the term of the Lease to notify Landlord of any additional damage or defect existing prior to the Tenant's occupancy or request in writing a list of physical damages or defects, if any, charged to the previous tenant's security deposit and no deduction from the security deposit shall be made for any such damage or defect of which written notification is given within the time stated. Tenant may not use the security deposit as payment of the last month's rent without the written permission of Landlord.

TIME IS OF THE ESSENCE: as to: delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Lease or before vacation of the Premises; return of Landlord's property; payment of rent; performance of any act for which a date is set in this Lease or by law; and _____ (strike any parts not applicable).

Time is of the essence means that a deadline must be strictly followed.

Special Provisions: The Tenant, by execution of this Agreement, acknowledges receipt of a copy of the Declaration, By-Laws and any rules or regulations adopted pursuant to said condominium documents.

Pets (are) (are not) permitted. Water beds (are) (are not) permitted (strike as applicable).

Special Provisions relating to pets: _____

THIS LEASE INCLUDES THE PROVISIONS ON THE REVERSE HEREOF

COPY OF LEASE AND RULES: Landlord has previously provided Tenant a copy of the lease and any rules relating to premises at time of application. Landlord shall give Tenant a copy of this lease and any rules relating to the Premises when this Lease is signed by Tenant. Landlord shall give Tenant the check-in sheet, keys, and _____, on or before commencement of this Lease.

NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.

GUARANTEE

In consideration of Landlord's agreement to lease the Premises, undersigned guarantee(s) payment of all amounts due under this Lease and performance of all covenants of Tenant. This Guarantee is irrevocable and is not affected by modification or extension of this Lease.

_____ (name) (date)

_____ (address)

IN WITNESS WHEREOF, the parties have executed this Lease.

LANDLORD/AGENT

_____ (name) (date)

TENANT

_____ (name) (date)

_____ (name) (date)

CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under the Lease are subject to statutes, rules and ordinances, including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code Chapter Ag. 134, and applicable local ordinances.

Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes.

POSSESSION; ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided herein.

Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including any extension or renewal, or its termination in accordance with its terms or the law. A tenant surrenders the premises on the last day of tenancy provided under this lease, except that: (1) if the tenant vacates before the last day of tenancy provided under this lease, and gives the landlord written notice that the tenant has vacated, surrender occurs when the landlord receives the written notice that the tenant has vacated. If the tenant mails the notice to the landlord, the landlord is deemed to receive the notice on the second day after mailing. (2) if the tenant vacates the premises after the last day of tenancy provided under this lease, surrender occurs when the landlord learns that the tenant has vacated.

If Tenant abandons the Premises before expiration or termination of this Lease, its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Lease, landlord shall make reasonable efforts to rerent the Premises and apply any rent received, less costs of renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency.

If Tenant is absent from the Premises for two successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have abandoned the property and Landlord shall deal with it as provided by the law, section 704.05(5), Wis. Stats.

GUESTS: Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises for any unlawful purpose, (2) engage in activities which unduly disturb neighbors of or tenants in the building in which the Premises are located, or (3) do, use or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy.

Tenant may have guests residing temporarily in the premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located by Tenant or Tenant's guests and invitees.

MAINTENANCE: Landlord, under sec. 704.07, shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair.

Tenant shall maintain the Premises under Tenant's control clean and in as good general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excepted. Tenant shall not, without permission in the building rules or specific written approval of Landlord, physically alter or redecorate the premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property of which it is a part.

Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which they are located.

Landlord shall give Tenant written notice of the parties' responsibilities regarding the maintenance of smoke detectors as required under the rules of the Department of Industry, Labor, and Human Relations and each party shall fulfill its responsibilities under those rules.

RULES: Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Any failure by the Tenant to comply substantially with the rules is a breach of the Lease and may result in eviction of the Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendment may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules will have been given to the Tenant at the time of application and at the time of signing of the Lease.

BREACH; TERMINATION: Failure of either party to comply substantially with any material provision hereof is a breach of the Lease. Should Tenant neglect or fail to perform and observe any of the terms of this Lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased Premises without limiting the liability of Tenant for the rent due or to become due under this Lease. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach, Tenant commits a similar breach, this lease may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any lease term. If Landlord commits a breach, Tenant has the rights, under chap. 704, Wis. Stats., including secs. 704.07(4) and 704.45, and under Wisconsin Administrative Code chap. Ag. 134.

CODE VIOLATIONS; ADVERSE CONDITIONS: If the Premises or the building in which they are located are currently cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including lack of hot or cold running water, lack of operating plumbing or sewage disposal, unsafe or inadequate heating facilities, no electric service, unsafe electrical system, or hazardous conditions or structure) these are listed under Special Provisions, or a separate addendum to this Lease, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant, all before this Lease is signed or any deposit accepted.

DAMAGE BY CASUALTY: If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may terminate the Lease or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the Premises, and if repairs are not made, this Lease shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair them as soon as reasonably possible.

REPAIRS: Any promise of Landlord made before execution of this Lease to repair, clean or improve the Premises, including the promised date of completion, is listed under Special Provisions or a separate addendum to this Lease. Time being of the essence as to completion of repairs does not apply to any delay beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.

ENTRY BY LANDLORD: Landlord may enter the Premises occupied by Tenant at reasonable times with 12 hours' advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.

Neither party shall add or change locks without providing the other party keys to permit access to the Premises. Improper denial of access to the Premises is a breach of the Lease.

CONTINUATION OF LEASE: If the Tenant continues to occupy the Premises after the expiration of this Lease and makes a timely payment of rent, the Tenant shall be a month-to-month Tenant unless another agreement is signed.

ASSIGNMENT, SUBLEASE; CHANGES: Tenant shall not assign this Lease or sublet the Premises or any part thereof without the written consent of Landlord, which will not be unreasonably withheld.

This Lease may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Lease and enter a new lease instead of renewing it, assigning it or subleasing the Premises.

ASSIGNMENT, SUBLEASE: CONSENT

_____ In consideration

Tenant herby assigns/subleases Tenant's rights under this Lease to _____

of Landlord's consent to this assignment/sublease, Tenant guarantees the performance by the assignee/sublessee of the obligations of the Lease. Landlord consents to this assignment/sublease. In consideration of the assignment/sublease and Landlord's consent, _____ hereby assumes all obligations of Tenant under this Lease.

IN WITNESS WHEREOF, the parties have executed this assignment/sublease, acceptance and consent.

TENANT: _____ (name) (date)

_____

LANDLORD: _____ (name) (date)

ASSIGNEE/SUBLESSEE:

STATEMENT OF CONDOMINIUM LIEN

This is to certify that _____ owner(s) of unit _____ in building _____ in Landmark Square Condominium (is) (are) indebted to the Association in the amount of $_____ as of _____, for (his) (her) (its) (their) (proportionate share of common expenses of the condominium) (damages to the condominium) for the period from _____ to _____, plus interest thereon at the rate of 12% per annum, costs of collection, and actual attorney's fees.

LANDMARK SQUARE CONDOMINIUM

By:_____
Officer

Address:_____

_____

Telephone:_____

I hereby affirm under penalties of perjury that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information, and belief.

_____
Officer or Agent

NOTE: This Statement of Condominium Lien is to be filed in the office of the Clerk of Courts for Sheboygan County, Wisconsin along with the appropriate filing fee to be effective.

AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT (the "Agreement") is made this lst day of July, 2019, by and between PINE HAVEN CHRIUSTIAN HOME, INC., a Wisconsin non-stock corporation, hereinafter referred to as the "Pine Haven" and LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC. a Wisconsin non-stock corporation, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC. located in the city of Sheboygan, County of Sheboygan, State of Wisconsin, and established pursuant to a Declaration of Condominium recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Whereas, Pine Haven is the owner and operator of senior housing, assisted living, and nursing home facilities located in Sheboygan County, Wisconsin.

WHEREAS, Association desires to obtain certain service from Pine Haven for its members and Pine Haven desires to furnish the same, subject to the terms and conditions set forth herein.

NOW, THEREFOR, in consideration of $1.00 and other good and valuable consideration, and the covenants and agreements herein contained, the parties agree as follows:

1. **Services.** The term "Services" as used herein shall mean the following services of Pine Haven as described below:

   A. Scheduled Transportation
   B. Non-Medical Home Care
   C. Wellness Clinic
   D. Companion Care
   E. Other non-medical services (within the discretion of Pine Haven)
   F. Homemaker Services (cleaning – outside and inside personnel)

All the above services are to be subject to the rules and regulations established by Pine Haven with respect thereto.

2. **Payment for Services**-- Pine Haven agrees to provide services to the members of the Association based upon a fee schedule to be provided to the Association and its members, which fee schedule shall be subject to periodic changes during the term of this contract. Those members utilizing services shall be billed by Pine Haven for such services on a periodic basis and payment shall be due upon billing. Terms and conditions of any extension of credit by Pine Haven shall be within the discretion of Pine Haven to establish. Pine Haven shall post a schedule of costs for provided services.

3. **Term of Contract** – The initial term of the Agreement shall be for a term of one (1) year commencing on July 1, 2019 ("Commencement Day") through June 30, 2020. This Agreement shall automatically renew for successive one-year renewal terms until one party provides written notice to the other party of non-renewal not less than sixty (60) days prior to the expiration of the then-current term.

Not less than ninety (90) days prior to the expiration of the initial tem or any renewal term. Pine Haven shall have the option of proposing an increase in the Affiliation Fee for the next term by written notice to the Association. If neither party terminates this Agreement as discussed above this Agreement shall be renewed at the increased Affiliation Fee proposed by Pine Haven.

4. **Affiliation Fee.** The Association shall pay Pine Haven an Affiliation Fee on or before the Commencement Date and on the first day of each renewal term. The Affiliation Fee for the initial term shall be zero ($0.00) dollars. The Affiliation Fee for a renewal term shall be the same as that of the proceeding term, unless increased as discussed above.

5. **Notices** -- Any notice to be given to either party hereunder shall be given in writing by delivering (by express delivery or personally) or by mailing the same by U.S. Mail (certified or registered), postage prepaid, addressed as follows:

Pine Haven Christian Home, Inc. **531 Giddings Avenue** **Sheboygan Falls, WI 53085**	**and/or**	**Landmark Square Condominium Owner's Association, Inc.** **832 North 6th Street** **Sheboygan, WI 53081**

Any such notice shall be deemed given and effective upon receipt if delivered by express courier or personally or upon expiration of five (5) days after the date mailed if delivered by mail.

5. **Entire Agreement** -- This Agreement constitutes the entire agreement between the parties hereto with respect to the Services and supersedes all prior negotiations, representations, or agreements, relating thereto, written, or oral, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, and as specifically provided for in Paragraph 2, above, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing executed by Pine Haven and the Association. There are no third party rights of benefits under this Agreement.

6. **Governing Law** -- All rights of the parties hereto shall be governed as to validity, enforcement, interpretation, construction, and effect and in all other respects by the law of the State of Wisconsin, except conflict of laws principles.

7. **Counterparts** -- This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

8. **Captions** -- Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.

9. **Severability** -- The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

10. **Waiver**
    a. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties.

b. A waiver of any breach of terms, conditions and covenants of this Agreement shall be for the one time only and shall not apply to any subsequent breach.

11. **Agreement not Assignable** -- This Agreement is not assignable by the Association. It is assignable by Pine Haven, but only to its successor.

12. **Termination**

a. Either of the parties hereto, or their permitted successors or assigns, have the right to terminate this Agreement upon sixty (60) days written notice to the other party with or without cause.

b. On receipt of any termination notice provided for herein to be given by the Pine Haven or Association, Pine Haven shall, except as and to the extent directed, immediately discontinue its Services and the members of Association shall have no further right to the Services. If terminated by Association, Association shall pay the entire annual Affiliation Fee for the year in which this Agreement is terminated and shall have no further monetary obligation.

13. **Indemnification.** The Association agrees to indemnify and hold Pine Haven harmless from all loss, liability, expense or damage of any nature arising out of, or in connection with the services from any cause whatever, unless such loss, liability, expense or damage is caused by Pine Haven's willful misconduct or breach of its fiduciary duties to the Association. Pine Haven shall not be liable to the Association or to any other person for any error in judgment or doing or omitting to do any matter or thing pursuant to the terms of this Agreement except in cases of Pine Haven's willful misconduct or breach of its fiduciary duties to the Association.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective on the day and year first set forth in Paragraph 1.

SHEBOYGAN SENIOR COMMUNITY, INC.

By: ShannonOtten
Authorized Representative

By: COO
Authorized Representative

LANDMARK SQUARE CONDOMINIUM
OWNER'S ASSOCIATION, INC.

By: James R. Holmes
President

By: Frank T. Kohls

By: David R. Anderson
Secretary

By: Charles F. Ebert

By: Eugene F. Hodson

MANAGEMENT AGREEMENT

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC.

This Management Agreement is made this 1st day of July, 2019, by and between LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC., a Wisconsin non-stock corporation, whose address is: 832 North 6th Street, Sheboygan, Wisconsin, (Association), and PINE HAVEN CHRISTIAN HOME, INC., a Wisconsin non-stock corporation whose address is: 531 Giddings Ave., Sheboygan Falls, Wisconsin (Management Company).

RECITALS

1. The Association was organized to manage and administer the affairs and to maintain Landmark Square Condominium (Condominium), a condominium established pursuant to the provisions of the Wisconsin Condominium Act, its Declaration, By-Laws, Rules created pursuant to the By-Laws, and the Plat of Condominium.

2. The Condominium consists of seventy (70) residential units and two (2) non-residential units whose owners are members of the Landmark Square Condominium Owner's Association, Inc.

3. Pursuant to the Act, Declaration, the Articles of Incorporation and the By-Laws of the Condominium Association, the members have elected a Board of Directors of the Association who are authorized to enter into a Management Agreement for purposes of assisting the Directors with the management and administration of the Condominium.

AGREEMENT

For and in consideration of the mutual covenant of this Agreement and the payments made and services rendered pursuant to this Agreement, the parties agree as follows:

1. **Appointment of Management Company**
   In order to assure the professional management of the Condominium and pursuant to the authority granted by the By-Laws, the Association appoints a Management Company and the Management Company accepts appointment as the exclusive management agent of the Condominium subject to the terms and conditions set forth hereinafter below.

2. **Term**
   The term of this Agreement (term) shall be for a period of one (1) year commencing on the 1st day of July, 2019, subject to renewal and/or termination as provided below.

3. **Management Fee**
   The Association agrees to pay an annual Management Fee of $42,000.00 for the term of this Agreement, which shall be payable on or before the first day of each month in equal monthly installments of $3,500.00. The Management Fee may be increased by the Management Company on the anniversary date of this Agreement by not more than three (3%) percent over the Management Fee for the prior year with the monthly payments adjusted accordingly.

4. **Powers and Duties of Management Company**
The Management Company shall be authorized and required to perform all services necessary or advisable for management of the condominium, including the following:

a. **Confer** – Confer freely and fully with the Directors in connection with the performance of Management Company duties.

b. **Employees/Independent Contractors** – Hire independent contractors in the name of the Association necessary or appropriate for the proper operation and management of the Condominium. Compensation and benefits of all such independent contractors shall be paid by the Association, as agreed in yearly budget. The Management Company may also utilize its own employees in the provision of the Services in its discretion.

c. **Collect Assessments** – Collect all regular assessments, late charges and special assessments due from the Unit Owners of the Condominium pursuant to the Declaration. The Association agrees to cooperate with the Management Company in collection of such assessments.

d. **Services** – Enter into contracts in the name of the Association for trash removal, services and supplies for the Condominium. Any such contact requiring annual payments in excess of the amounts provided in the current operating budget for such services must be approved by the Directors. All such contracts and orders shall be in the name of the Association and shall be paid from the Association funds.

e. **Bill Payment** – Cause to be disbursed regularly and punctually from funds collected pursuant to Paragraph c. above, and deposited in the account of the Association, compensation due and payable to independent contractors of the Association, and taxes payable, fire and other insurance premiums, below, and other amounts due and payable by the Association for its operating expenses authorized by Management Company or the Association under the terms of this Agreement including the management fee described in Paragraph 3 above. All payments made by Management Company under this Agreement shall be from funds available in the account of the Association. Management Company shall not be obligated to make any advance to or for the account of the Association without assurances that the funds necessary for discharge of such liability will be provided by the Association.

f. **Notice of Delinquent Assessments** – Furnish the Directors with a schedule of all delinquent assessments each month, and, if authorized by the Directors, to take such action as necessary and permitted by the By-Laws and law to collect such delinquent assessments from Unit Owners.

g. **Compliance** – Take action necessary to comply promptly with all ordinances, laws and regulations affecting the Condominium by any governmental authority having jurisdiction over the Condominium, subject to review and approval by the Board.

h. **Insurance** – Obtain, at the Association's expense, and kept in force in the name of and for the benefit of the Association, insurance policies required by law of the Declaration and By-Laws, including policies for fire and extended coverage, vandalism, liability, workers' compensation and officer's and director's liability as set forth in the By-Laws. Management Company shall promptly investigate and make full written report to the Board of all incidents and claims for damages related to the management, operation and maintenance of the Condominium, including any damage or destruction to the Condominium and the estimated cost of repair and including reports required by any insurance company in connection with any such damage or destruction.

i. **Tax Returns/Reports** – Prepare, or cause to be prepared in conjunction with an accountant or similarly qualified professional for execution and filing by the Association, all forms, reports and returns required by state and federal law, employment or other taxes imposed on the Condominium, the Association or persons employed by the Association or the Management Company.

j. **Budget** – Prepare, with the assistance of an accountant or similarly qualified professional, in conformity with the provisions of the By-Laws, an annual budget for the Condominium. Management Company shall submit the budget to the Directors at least thirty (30) days prior to the annual meeting of the Association, and furnish to each Unit Owner, not later than ten (10) days before the annual meeting, a copy of the budget. Management Company shall use its best efforts to operate within the budget as adopted by the Association and promptly notify the Directors of any anticipated budget overrun.

k. **Bonds** – In a manner satisfactory to the Association, and, if authorized by the Board of Directors, the Management Company shall bond all of its employees or independent contractors who handle or who are responsible for handling the Association funds.

l. **Books and Records; Audit** – Maintain a complete set of books and records pertaining to the operation of the Condominium in accordance with generally accepted accounting practices. All such records shall be available for examination by the Directors of Unit Owners during business hours. Assist in performance of the annual audit of the books and records of Association as required by the By-Laws. However, the cost of the audit shall be paid by the Association.

m. **Report to the Board of Directors** – Report at reasonable intervals to the Directors regarding the maintenance and condition of the Condominium and attend meetings of the Association and Directors as requested by the Board.

n. **Service Requests** – Maintain records showing complaints and service requests by such Unit Owner together with the action taken in response. Management Company, in its discretion or at the request of the Directors, shall report to the Board on all complaints or service requests with appropriate recommendations.

o. **Bank Accounts** – Establish and maintain in a bank authorized to do business in Wisconsin, a separate bank account as Agent of the Association, for the deposit of the Association's funds. Management Company is authorized to draw upon such account for payments to be made by the Management Company to discharge any liabilities or obligations incurred on behalf of the Association pursuant to this Agreement, and for payment of the management fee pursuant to this Agreement.

p. **Moving** – To coordinate the moving process when a change in ownership or occupancy of a Unit occurs, upon reasonable notice as the Management Company shall determine, to minimize the disturbance and inconveniences of other Unit Owners or occupants of the Condominium.

q. **Gas Fireplaces** – All units equipped with a gas fireplace shall share equally in the cost of gas billed to the Condominium, regardless of each individual unit owner's use of the fireplace in the unit.

r. **Non-Residential Units** – Management Companyshall not be responsible for management or services for the non-residential units.

s. **General** – Do all things reasonably required to maintain the Condominium in conformity with the standards established by the Directors, the Declaration, By-Laws and the Act, which the Directors are authorized to delegate to Management Company.

5. **Management Company Liability**
The Association agrees to indemnify and hold Management Company harmless from all loss, liability, expense or damage of any nature arising out of, or in connection with the management of the Condominium from any cause whatever, unless such loss, liability, expense or damage is caused by Management Company's willful misconduct or breach of its fiduciary duties to the Association. Management Company shall not be liable to the Association or to any other person for any error in judgment or doing or omitting to do any matter or thing pursuant to the terms of this Agreement except in cases of Management Company's willful misconduct or breach of its fiduciary duties to the Association.

6. **Renewal / Termination**
This Agreement shall automatically renew for successive one-year renewal terms until one party provides written notice to the other party of non-renewal not less than sixty (60) days prior to the expiration of the then-current term. In addition, either party may give written notice to the other of a complaint based on failure to comply with this Agreement. If reasonable steps are not taken to cure such breach within thirty (30) days after delivery of such notice, then the non-breaching party may terminate this Agreement by a second written notice of termination, which shall be effective thirty (30) days after delivery.

7. **Written Modification/Amendment**
This Agreement may be modified or amended from time to time by the parties, provided that all such modifications or amendments must be in writing, and signed by the parties.

8. **Final Accounting**
Upon termination of this Agreement, the parties shall account to each other with respect to all matters outstanding as of the date of termination, and the Association shall furnish Management Company with security satisfactory to Management Company against any outstanding obligations or liabilities, which Management Company may have incurred under this Agreement on behalf of the Association.

9. **Assignments**
Neither party may assign this Agreement without prior written consent of the other, provided, however, that Management Company may assign this Agreement to a related entity upon written notices to the Association.

10. **Affiliation Agreement**
Management Company and Association have entered into a separate Affiliation Agreement pertaining to services to be provided to the Unit Owners of the Condominium. The terms of the Affiliation Agreement are not amended or altered by this Agreement.

11. **General**
This Agreement is to be governed and construed in accordance with the laws of the State of Wisconsin except conflict of laws principles. Except for the Affiliation Agreement described above, this Agreement constitutes the entire agreement between the parties with respect to the subject matter.

12. **Binding Effect**
The provisions of this Agreement shall be binding upon the parties and their respective successors and assigns.

PINE HAVEN CHRISTIAN HOME, INC.

By: Shannon Otten
Authorized Representative

By: COO
Authorized Representative

LANDMARK SQUARE CONDOMINIUM OWNER'S ASSOCIATION, INC.

By: James R. Holmes
President

By: Frank T. Kohls

By: David R. Anderson
Secretary

By: Charles F. Ebert

By: Eugene F. Hodson

RULES AND REGULATIONS OF THE ASSOCIATION

The following rules and regulations are adopted by the Board of Directors of Landmark Square Condominium Owner's Association, Inc. for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

1.01 Applicability to All Residents -- All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

1.02 Definitions -- All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Landmark Square Condominium (the "Declaration").

1.03 Keys and Locks -- The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

1.04 Winter Heating -- Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

ARTICLE II

APPEARANCE

2.01 Signs -- No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Hanging of Garments and Window Coverings -- The original window coverings (louvered blinds) shall not be removed or replaced by the unit owner. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03 Protrusions -- No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04 Antennae -- To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

2.05 Laundry -- No laundry is to be hung on the balcony or in windows for any reason.

2.06 Limited Common Elements -- All areas which are open to public view shall be kept in a neat and orderly condition – **limited to six (6) items outside the unit door, within recessed area.**

2.07 Smoking --Smoking is prohibited in the common elements, including the limited common elements. If a unit owner or his guests and/or tenant smoke in the unit a "smoke eater" or similar unit to vent smoke to the outside must be installed, used and be operable in the unit.

ARTICLE III

USE RESTRICTIONS

3.01 Pet Policy–Residents who own a pet, a well-mannered dog, less than 25 lbs. (but not including a Doberman, Pit Bull, Rottweiler, or Standard Poodle) or a cat, at the time of contracting to purchase a unit, will be permitted to bring one kept with them into the building. When the pet either dies, or no longer lives in the unit, the Unit Owner may not replace the pet. A refundable pet damage deposit of Five Hundred and 00/100ths ($500.00) Dollars is required to be paid to the Association at the time of occupancy of the unit. Pet owners must agree in writing to comply with these regulations concerning the behavior and activity of their pets. For purposes of this Article and Section, the term "pet" shall not include service or assistance animals.

a. Dogs and cats must be licensed by the City of Sheboygan.
b. Walk pet only in special/designated areas.
c. Keep pet leashed when out of the Unit.
d. Pick up all droppings
e. Agree to the decision of the Condominium Association or its Site Coordinator regarding complaints about the pet.
f. Make provisions with a local kennel to board the pet when absent from the premises.
g. No pets shall be bred or raised in any of the Units or Common Elements.
h. Pets must be housebroken. Damage caused by a pet, either accidentally or by owner neglect, shall be assessed and be cause for withdrawal of the Pet Permit.
i. A limited number of small birds and/or fish in reasonable numbers are also acceptable.
j. Residents who own pets must sign a Pet Registration Permit. A copy of this Permit is attached as Exhibit A to these rules.
k. No dogs shall be left unattended overnight.

3.02 Damage to Common Elements - Damages to the Common Elements is governed by Article VIII of the Declaration.

3.03 Maintenance of the Unit -- All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04 Maintenance of Common Elements -- Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05 Nuisances -- No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.06 Storage -- The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or locate ordinance may be stored in any Unit, the Unit's

limited common elements, or the common elements of the condominium. No materials prohibited by law or local ordinance may be stored on the condominium property.

3.07 Landscaping -- Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association. No hanging plants, bird houses, bird feeders, or bird baths are allowed on balconies or on the patio. All plants on balconies must be potted and placed on the floor.

ARTICLE IV

VEHICLE RESTRICTIONS

4.01 Parking -- Unit Owners shall not be permitted to park their vehicles in any space other than their assigned spaces. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages.

Not withstanding the preceding paragraph, in order for the Condominium to comply with all applicable laws, rules and regulations, the Board of Directors hereby creates the following procedure by which a disabled-accessible parking stall may be exchanged with the parking stall of the disabled unit owner in the event that a disabled person acquires a unit that does not have a disabled-accessible parking stall assigned to it. All unit owners shall be required to comply with the terms, conditions and procedures set forth herein with respect to the exchange procedure for disabled-accessible parking stall. By way of example, assume that a unit is acquired by a disabled person and such person is in need of the use of a disabled-accessible parking stall. In that event, a non-disabled unit owner assigned the disabled-accessible parking stall shall be required to immediately exchange the disabled-accessible parking stall with a parking stall of the disabled unit owner. Such exchanges are not permanent and may be subject to re-assignment to provide disabled-accessible parking for those with disabilities.

4.02 Service and Recreational Vehicles -- Parking of service and recreational vehicles, including, but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area.

4.03 Bikes/Recreational Equipment -- Unit Owners shall keep bikes and other recreational equipment in their Unit or in the bike racks provided, but not stored on the Common Elements (inside and outside) the building.

ARTICLE V

RENTAL RESTRICTIONS

5.01 Unit Owners may lease their unit, utilizing the lease provided for in the disclosure materials, or any other lease subsequently approved by the condominium Association provided however, that a Unit Owner may not lease a unit more than twice in a year, and also provided that the copy of each lease is provided to the Condominium Association or its Site Coordinator.

5.02 Rental of Parking Stalls -- A Unit Owner may rent a parking stall assigned to the Unit Owner, and the Association may rent parking stalls not assigned to Unit Owners, provided however, that all such rentals must be to a Unit Owner and/or a tenant of a Unit Owner. These rentals may be in writing but are not required to be in writing.

ARTICLE VI

ASSOCIATION RIGHT OF ENTRY

6.01 By taking title to a Unit, a Unit Owner agrees to permit representatives of the Association, or the Association's Site Coordinator, or the Association's Contractors, entry into a unit for purposes of maintaining mechanical systems, in the event of a casualty or emergency, or for performing any other act that may be authorized by the Condominium documents.

ARTICLE VII

FINES

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the By-laws, or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit Owner in violation of the Declaration, the By-laws, or these Rules and Regulations, a fine against such Unit Owner according to the following schedule:

a. For the first offense in a given twelve-month period -- $25.00.

b. For the second offense in a given twelve-month period -- $50.00.

c. For the third offense in a given twelve-month period -- $100.00.

Fines are to be paid immediately to the Association. Any fine not paid within ten (10) days after billing therefor by the Association shall accrue interest at the rate of one (1%) percent per month, or twelve (12%) percent per annum. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

ARTICLE VIII

DELEGATION

The Board of Directors may delegate to the Condominium Site Coordinator, the responsibility for the administration and enforcement of the rules set forth herein, and in the By-laws.

ARTICLE IX

AMENDMENTS

9.01 Additional rules, amendments to existing rules or additional rules, may be adopted by the Association in the same manner and, using the same percentage vote as would be required to amend the by-laws of the condominium.

9.02 The Board of Directors, acting on its own, may adopt emergency rules or regulations as the Board of Directors deems necessary, but rules adopted pursuant to this special power granted to the Board of Directors, shall be reviewable at the next regular or special meeting of the Condominium Association, and may be adopted, amended or rejected by the Association.

Dated this _____ day of _____, 2020.

LANDMARK SQUARE CONDOMINIUM
OWNER'S ASSOCIATION, INC.

By: _____
President

By: _____
Vice President

By: _____
Secretary

By: _____
Board Member

By: _____
Board Member

EXHIBIT A

PET REGISTRATION – PERMIT

This is to request written permission to keep the following pet in my apartment unit as a resident of Landmark **Square.**

_____

Name of Animal

_____

Type/Breed of Animal

_____

License Number

My alternate pet custodian is:

Name _____

Address _____

Phone _____

I fully understand the rules and regulations regarding the privilege of keeping a pet and agree to abide by those rules and regulations.

_____

(Signature of Resident) (Date)

_____

(Signature of Staff) (Date)

STATUTORY RESERVE ACCOUNT STATEMENT FOR LANDMARK SQUARE CONDOMINIUM

Landmark Square Condominium Owners Association,Inc. makes the following statement regarding a Sec. 703.163, Wis. Stats. "statutory reserve account".

1. The Association has established a "non-statutory reserve account" for the repair and replacement of the common elements of the condominium.

2. Annual assessments are provided for in the Declaration of Condominium, which assessments include provisions for ordinary routine maintenance of the common elements of the condominium.

3. The Condominium documents further provide for the Condominium Association to determine, the need for, and to complete non-routine maintenance and capital improvements by virtue of special assessments.

4. Nothing contained herein, or in the condominium documents, limit the right of the Association, pursuant to the By-laws of the Association, to establish a "statutory reserve account" in the future.

Dated this _____ day of _____, 2018.

LANDMARK SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC.

By: _____
President

By: _____
Secretary

STATE OF WISCONSIN)
:SS)
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2020, _____, President and _____ Secretary of the above named Landmark Square Condominium Owners Association, Inc., to me known to be the persons who executed the foregoing instrument as such officers of said Corporation.

_____
Notary Public, Sheboygan County, WI
My Commission is Permanent

This Document Drafted by:

By:

Sheboygan, WI 53081
Telephone:

LEGAL DESCRIPTION

Lot Two (2) of a Certified Survey Map recorded in Volume Twenty-two (22) of Certified Survey Maps on Pages 92/3 in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1792732, being a part of Block One Hundred Four (104) of the Original Plat of the City of Sheboygan, and all of Lot One (1) of a Certified Survey Map recorded in Volume Twenty (20) of Certified Survey Maps on Page 183 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, City of Sheboygan, Sheboygan County, Wisconsin.