return to:
Schloemer Law Office
P.O. Box 176
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10-30 #44

380332

DECLARATION

EAST TOWNE CONDOMINIUM
619 - 629 East Scott Street
Fond du Lac, WI 54935

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by Joseph A. Schumacher, General Contractor, Inc., 1304 Leonard Drive, Fond du Lac, Wisconsin, hereinafter referred to "Declarant".

ARTICLE I

GENERAL PROVISIONS

Section 1.01. - Intent. The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration and the By-Laws of the Association of Unit Owners created by this Declaration.

Section 1.02. - Name and Address. The name by which this condominium is to be known shall be "EAST TOWNE CONDOMINIUM" and its street address is 619 - 629 East Scott Street, Fond du Lac, Wisconsin.

Section 1.03. - Description of Land. The land which is the subject of this Declaration is described as follows:

Lot 3 of CERTIFIED SURVEY MAP NO. 2669, Recorded in Volume 14, on pages 89 and 89A, in the Fond du Lac County Register of Deeds Office; and said parcel is more particularly described as follows, to wit:

Commencing at the S.E. corner of section 2, T.15N.-R.17E., in the City of Fond du Lac, Fond du Lac County, Wisconsin and thence N.89°-39'-30"W. along the South line of the S.E.1/4 of section 2, a distance of 451.10'feet; thence N.0°-09'-30"W. a distance of 40.00 feet to the PLACE OF BEGINNING for this parcel; thence N.0°-09'-30"W. a distance of 110.00 feet; thence S.89°-39'-30"E. a distance of 92.00 feet; thence S.0°-09'-30"E. a distance of 110.00 feet; thence N.89°-39'-30"W. a distance of 92.00,feet to the PLACE OF BEGINNING.

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Section 1.04. - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Fond du Lac County, a plat entitled "Condominium Plat East Town Condominium" consisting of seven (7) sheets, certified on April 10, 1982 by David Boede. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

ARTICLE II

BUILDINGS AND UNITS

Section 2.01. - Buildings. The condominium includes three (3) buildings. Each building consists of two (2) single-family side-by-side residential dwelling units with a one-car garage attached. The buildings are constructed principally of lumber and masonry materials. All roofs are covered with asphalt shingles. Buildings "A" and "C" have brick veneer on the front elevation. All buildings have aluminum siding.

Section 2.02. - Description of Units. Each unit is comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including all window and door glass of the unit, located as said boundaries are shown in the condominium plat, together with all fixtures and improvements therein contained. Each Unit consists of a basement room; two (2) bedrooms, 1-1/2 bathrooms, kitchen and living room at street grade elevation; and an attached one-car garage. Building "A" and "C" have the same floor plan.

Section 2.03. - Building and Unit Identification. Each unit has an individual street address number and in addition is assigned a legal identification number which shall be used for all conveyance purposes. The three (3) buildings are assigned the identifying letters "A", "B" and "C" which shall be part of the unit identification number. Each unit is accordingly identified as follows:

Street Address	Legal Identification Unit No.	Tax Key No.
619 East Scott Street, Fond du Lac, Wisconsin	A-1	_____
621 East Scott Street, Fond du Lac, Wisconsin	A-2	_____
623 East Scott Street, Fond du Lac, Wisconsin	B-3	_____

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625 East Scott Street, Fond du Lac, Wisconsin	B-4	_____
627 East Scott Street, Fond du Lac, Wisconsin	C-5	_____
629 East Scott Street, Fond du Lac, Wisconsin	C-6	_____

Section 2.04. - Unit Fixtures. At the time of initial conveyance, each unit includes the following fixtures: refrigerator, electric range, ductless range hood, garbage disposal, dishwasher, forced air gas furnace, wall air conditioner, water heater, lighting fixtures, cable television outlets, and floor coverings.

Section 2.05. - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding his unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the soundproofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE III

COMMON AND LIMITED COMMON ELEMENTS

Section 3.01. - Common Elements. The common elements shall consist of all of the condominium land, improvements and appurtenances, except the individual units as defined hereunder, including without limitation:

(1) The premises described in Section 1.03 of this Declaration together with the structural elements and exteriors of the buildings.

(2) The electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the utility or public easement to the point of separation for each building.

(3) The paved driveway and parking areas, the parking lot light fixtures and storm water drainage system.

(4) The common lawn and landscape areas, excluding those areas hereafter identified as limited common elements.

(5) All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by both of the unit owners.

Section 3.02. - Type-I Limited Common Elements. Certain of the common elements which are contiguous to a building and/or which are reserved for the exclusive use and benefit of the occupants of that building shall be known as Type-I limited common elements and shall include, without limitation, the following:

(1) Those common elements, if any, identified as Type-I limited common elements on the condominium plat.

(2) The physical structure of each building excluding those building components which, by virtue of Section 2.02 of this Declaration, are part of a unit.

(3) The electric, telephone, communication, gas, water sewer and other utility lines, conduits or pipes from the utility or public easement, or from the point of separation to each building (as the case may be) to the service board or service connection in the building.

(4) The sump pump.

(5) Such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building.

Section 3.03. - Type-II Limited Common Elements. Certain of the common elements which are contiguous to a unit within a building, and/or which are reserved for the exclusive use and benefit of the occupants of that unit shall be known as Type-II limited common elements and shall include, without limitation, the following:

(1) Those common elements, if any, identified as Type-II limited common elements on the condominium plat.

(2) The electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the service board or service connection to and within each unit.

(3) The interior surface materials of the perimeter boundaries of each unit for the application of interior decoration, coverings and furnishings.

(4) The exterior surfaces of the unit entry doors.

(5) The front entry porch and rear entry stoop.

(6) A three (3) foot wide planting strip immediately adjacent to each unit on its side and rear yards.

(7) Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 3.04. - Percentage Interest. Each unit owner shall have an undivided one-sixth (1/6th) equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

Section 3.05. - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 3.06. - Transfer of Limited Common Elements. Limited common elements shall not be separated from the units or buildings to which they appertain and shall be deemed to be leased, conveyed or encumbered with the respective units even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 3.07. - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE IV

ASSOCIATION OF UNIT OWNERS

Section 4.01. - Legal Entity. The affairs of this condominium shall be governed by an unincorporated association of unit owners which is a legal entity for all purposes (herein the "Association").

Section 4.02. - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association shall be appurtenant to and not be separated from ownership of the condominium unit. There

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shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised as the unit owners determine, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote.

Section 4.03. - Action by Association. Upon a four-sixths vote, the Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association. In the event the Association members are unable to reach an agreement with regard to any Association action, the same shall be settled by a arbitrator, who, upon application by the Association, shall be appointed by the Fond du Lac County Register of Deeds. The fees and expenses of such arbitrator shall be shared equally by each unit.

Section 4.04. - Powers of the Association. The Association shall have the authority and power to:

(1) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from the unit owners.

(2) Employ and dismiss employees and agents.

(3) Sue on behalf of the unit owners.

(4) Make contracts and incur liabilities.

(5) Cause additional improvements to be made as a part of the common elements.

(6) Grant easements through or over the common elements.

(7) Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building.

(8) Enforce the obligation of unit owners to maintain and repair Type-I and Type-II limited common elements.

Section 4.05. - Meetings of the Association. Meetings of the Association shall be governed by the following rules and such additional rules as may be set forth in the By-Laws:

(1) The Association shall maintain a current roster of names and addresses of every unit owner to which notice of the meetings of the Association shall be sent.

(2) Every unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.

(3) No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners.

Section 4.06. - By-Laws. The administration of the Association shall be governed by By-Laws initially adopted by the Declarant which may be amended from time to time as therein provided.

Section 4.07. - Declarant Control. The Declarant, or persons designated by the Declarant, are authorized to appoint and remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned by the Act, this Declaration or the By-Laws to the Association or its officers, for a period ending three (3) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers, whichever shall first occur.

ARTICLE V

REPAIRS AND MAINTENANCE

Section 5.01. - Common Elements. The Association shall be responsible for the management and control of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, order and repair. Further, each unit owner shall repair or replace any portion of the common elements damaged through the fault or negligence of such owner or such owner's family, invitees, or any other occupant of that unit.

Section 5.02. - Type-I Limited Common Elements. The Association shall be responsible for the management and control of Type-I limited common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, order and repair. The cost of such maintenance and repair shall be chargeable to the unit owners of the respective building as provided by Section 7.04 of this Declaration. Further, the responsible unit owner shall repair or replace any portion of the Type-I limited common elements damaged through the fault or negligence of such owner or such owner's family, invitees, or any other occupant of that unit.

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Section 5.03. - Type-II Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his or her unit, as defined in Section 3.03 of this Declaration, in good, safe, clean, attractive and sanitary condition, order and repair satisfactory to the Association. The repair, maintenance, redecoration or replacement of Type-II limited common elements shall be the duty and responsibility of the respective unit owners but shall be subject to the approval of the Association in order to maintain uniformity of materials and appearance. Each unit owner shall be responsible for the planting and maintenance of shrubbery, flower beds and other garden or landscaping improvements within the limited common elements adjacent to his/her unit.

Section 5.04. - Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition, and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair or replacement of his or her unit fixtures as identified in Section 2.04 of this Declaration.

Section 5.05. - Prohibition Against Structural Changes. No unit owner shall, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his/her unit, or in or to the exterior of any building or any common or limited common elements. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of the building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

Section 5.06. - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and/or occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE VI

RECONSTRUCTION

Section 6.01. - Reconstruction of Condominium. In the event the condominium is destroyed or damaged so as to render the buildings untenantable, the decision of the

Association shall be determinative of whether to proceed with repair and reconstruction or with termination and sale of the condominium. If the Association fails to make a determination of whether to repair, reconstruct or sell within thirty (30) calendar days of the damage, the property shall be deemed to be owned by the unit owners in the same percentage as established by Section 3.03 of this Declaration and shall be subject to an action for partition at the suit of either unit owner, provided, however, that the property shall be sold as an entity and shall not be partitioned in kind.

Section 6.02. - Reconstruction of Building and Units. In the event a building or unit is damaged and such damage does not affect any other building or unit, such damage shall be repaired forthwith.

ARTICLE VII

ASSESSMENTS FOR COMMON EXPENSES

Section 7.01. - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.02. - Common Expenses. Common expenses are defined as follows:

(1) All sums lawfully assessed against the unit owners by the Association.

(2) Expenses declared common expenses by the Act, by this Declaration, the Articles or the By-Laws.

(3) Amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements.

Section 7.03. - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 3.04 of this Declaration. Certain common and Type-I limited common elements are connected to the electric utility services of the units as follows:

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Unit A-1 - Southwest parking lot light
Unit A-2 - Building "A" sump pump
Unit B-3 - Building "B" sump pump
Unit B-4 - Northeast parking lot light
Unit C-5 - Building "C" sump pump
Unit C-6 - None

Section 7.04. - Type-I Limited Common Expenses. All expenses incurred by the Association for the repair and maintenance of Type-I limited common elements in accordance with Section 5.02 of this Declaration shall be accounted for separately and shall be charged to the unit owners of the respective buildings as Type-I limited common expenses.

Section 7.05. - Share of Type-I Limited Common Expenses. In addition to the amounts required by Section 7.02 hereof, each unit owner shall be responsible for the payment of that proportionate share of the Type-I limited common expenses for his/her building which is determined by dividing the total amount of such expense for the building by the total number of units within the building.

Section 7.06. - Covenant to Pay Assessments. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

Section 7.07. - Uniform Rate of Assessment. Assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 3.04 of this Declaration, provided however, that any assessment made pursuant to Section 7.05 hereof shall only be made against the units in the buildings affected thereby, but as to the units in such buildings, the assessment shall be uniform.

Section 7.08. - Annual Assessment. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full.

Section 7.09. - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus shall be credited to the unit owners' annual assessment for common expenses in proportion to the percentage of interest for each unit established by Section 3.04 of this Declaration.

Section 7.10. - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held, and disbursed by the Association for the sole purpose for the which the same was levied.

Section 7.11. - Liability for Assessments upon Conveyance.

(1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided theto grantee herein, without prejudice to the rights of recover from the grantor the amount paid by the grantee for such assessments.

(2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.12 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.12 hereof prior to the request for the statement.

Section 7.12. - Lien for Assessments. All assessments levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien on such unit and on the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The

lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Fond du Lac County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.13. - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

(1) Liens of general and special taxes;

(2) Liens of a first mortgage recorded prior to the making of the assessment.

(3) Construction liens filed prior to the making of the assessment.

(4) All sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to liens of the Association for any assessment, whether or not so specifically set forth in the instruments creating such liens.

Section 7.14. - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

ARTICLE VIII

COVENANTS ON USE AND OCCUPANCY

Section 8.01. - Use of Premises. All units in the condominium shall be used exclusively for single-family resi-

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dential purposes consistent with the size and facilities of the unit, except as permitted in Section 8.04 hereof. Units may be leased to non-owners.

Section 8.02. - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except with the consent of the Association, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the sale of unsold units. The right is hereby given to the Association to place "For Sale" or "For Rent" signs on any unit or on the common elements for the purpose of facilitating the disposal of units by any owner or mortgagee.

Section 8.03. - Construction Activities. During the initial period of construction of the building and facilities of the condominium the Declarant, and his contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said buildings and all common elements of the condominium as may be required in connection with such construction.

Section 8.04. - Display and Sale of Homes by Declarant. During the period in which initial sales of units by the Declarant are in progress, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices, and model units for display; provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.05. - Use of Common Elements. Each unit owner shall have the right to use the common elements in common with all other unit owners for the purposes of ingress and egress to, and use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner, the members of his or her immediate family, his or her guests, and his or her tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the rules and regulations, to the end that the condominium may be kept in an uncluttered and attractive condition consistent with an

attractive residental complex. Specifically, there shall be no obstruction of the common elements, nor shall anything be kept or stored on any part of the common elements without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements except upon the prior written agreement of the Association.

Section 8.06. - Occupancy Restrictions. No unit shall be occupied by more than four (4) persons.

Section 8.07. - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than two (2) motor vehicles (excluding motorcycles) on the condominium. Motor vehicles, trailers, snowmobiles, mobile homes, moveable buildings or other similar objects, excepting the motor vehicles of guests of any unit owner or occupant, shall not be parked, placed or permitted to remain on the premises.

Section 8.08. - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit, or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.09. - Recreational Vehicles. No person shall use any of the common elements of the condominium for the storage or operation of snowmobiles or other similar recreation-type vehicles, except as permitted by Association rules and regulations, and except that camping vehicles may be stored on the premises during the months of May through September.

Section 8.10. - Insurance Hazard. No owner or occupant shall within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance.

ARTICLE IX

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01. - Compliance Required. Every unit owner shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-Laws, as the By-Laws or rules are amended from time to time, and with the covenants, conditions and restrictions set forth in the Act, this Declaration or in the deed to the unit.

Section 9.02. - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE X

INSURANCE

Section 10.01. - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium against loss or damage by fire or other hazard and against liability claims. The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 3.04 of this Declaration. The amount of protection and the types of hazards to be covered shall be reviewed at least annually by the Association and the amount of coverage may be increased or decreased at any time as deemed appropriate by the Association to conform to the requirements of Section 10.03 hereof. The provisions of this section and any insurance provided prusuant hereto shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his right to maintain individual unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy provided by reason of this section.

Section 10.02. - Assessment of Premiums. Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners in accordance with the percentage of interest established by Section 3.03 hereof. Such premiums shall be charged to the unit owners as they become due and each unit owner shall promptly pay his portion of such insurance premium upon receiving a statement therefor from the Association. If the same is not paid by the unit owner within thirty (30) days, the unpaid balance shall constitute a special assessment and may be perfected as a condominium lien as provided in Section 7.12 hereof.

Section 10.03. - Coverage. The Association shall provide the following types of insurance coverage:

(1) Property Insurance. All buildings and improvements upon the premises shall be insured for not less than full replacement value, excluding foundations and excavation costs, and all personal property

included in the common elements shall be insured for its value all as determined annually by the Board of Directors of the Association. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings on the premises including, but not limited to, vandalism and malicious mischief. To the extent possible, such insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time.

(2) Liability Insurance. Public liability insurance in such amounts and with such other coverage as shall be determined by the Board of Directors of the Association including, but not limited to hired automobile and non-owned automobile coverage and with cross liability endorsement to cover liability of unit owners as a group to an individual unit owner. Such policy shall insure each unit owner, the Association, its officers, directors, Declarant, the manager or managing agent of the condominium and their respective employees and agents from liability in connection with the common elements and shall also insure the officers and directors of the Association from liability for good faith action beyond the scope of their respective authorities.

(3) Workers Compensation. Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

(4) Other Insurance. Such other insurance as the Board of Directors of the Association shall from time to time determine to be desirable.

Section 10.04. - Additions, Alterations or Improvements. The Association shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any unit owner to his unit unless and until such unit

owner shall request the Association, in writing, to do so. If the unit owner fails to make such request in writing, the Association shall not be obligated to apply any insurance proceeds to restore the affected unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Section 10.05. - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.06. - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering the following items:

(1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.

(2) Public liability coverage to the extent not insured by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.03 hereof.

(3) The Declarant shall pay the cost of suitable builders risk or permanent insurance on each unit except as to units sold or transferred to a unit owner.

Section 10.07. - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE XI

EASEMENTS AND ENCROACHMENTS

Section 11.01. - Utility Easements. Easements are hereby declared and granted for utility purposes, including

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the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Association, and not to any utility except by and with the action or consent of the Association.

Section 11.02. - Easements to Run with the Land. All easements and rights described and set forth herein are easements and rights appurtenant to, and running with the land, perpetually in full force and effect, and shall at all times inure to the benefit of and be binding upon the Declarant, his successor and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land, or any part or parcel thereof.

Section 11.03. - Encroachments. In the event that, by reason of the construction, settling or shifting of the building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01. - Notice to Mortgage Lendors. Upon written request to the Association, the holder of any duly recorded mortgage or trust deed against any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or trust deed.

Section 12.02. - Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased unit owner may be delivered either personally or by

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mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 12.03. - Covenants to Run with Land. Each grantee (purchaser of a unit) of the Declarant, by the acceptance of a deed of conveyance, and each purchaser under land contract, or any contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 12.04. - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 12.05. - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to him pursuant to this Declaration, or in the Declarant's capacity as developer, owner, manager or seller of the condominium, whether or not such claim (a) shall be asserted by any unit owner, unit occupant, unit mortgagee, the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused.

Section 12.06. - Future Municipal Assessments. At some future date the unit owners will be subject to special assessments levied by the City of Fond du Lac for the installation of curb and gutter along the thirty (30) feet of frontage on East Scott Street.

Section 12.07. - Amendment of Declaration.

(1) This Declaration may be amended with the consent of seventy-five percent (75%) of the unit owners and mortgagees.

(2) All such amendments shall be effective upon recording the same in the office of the Register of Deeds of Fond du Lac County, Wisconsin; provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Section 12.08. - Gender and Number. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 12.09. - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 12.10. - Service of Process. The initial registered agent for service of process shall be Joseph A. Schumacher, 1304 Leonard Drive, Fond du Lac, Wisconsin. Change of agent for service or process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Secretary of State and the Register of Deeds of Fond du Lac County.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 5th day of August, 1982.

JOSEPH A. SCHUMACHER,
GENERAL CONTRACTOR, INC.

By: Joseph A Schumacher
Joseph A. Schumacher, President

By: Kathryn R. Schumacher
Kathryn R. Schumacher, Secretary

STATE OF WISCONSIN)
: SS.
COUNTY OF FOND DU LAC)

Personally came before me this 5th day of August, 1982, Joseph A. Schumacher, President and Kathryn R. Schumacher, 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 as such officers as the deed of said corporation by its authority.

Notary Public Fond du Lac Cty., WI
My Commission 9/21/83

This instrument was drafted by
Atty. Aldwin H. Seefeldt
of
SCHLOEMER, SCHLAEFER, ALDERSON,
SEEFELDT & SPELLA, S.C.
Corner of Sixth & Hickory
West Bend, WI 53095

REGISTER'S OFFICE
Fond du Lac County, Wis.
Recorded at 10:20 AM
AUG - 5 1982
Vol. 846 Records Page 664-664
GEORGE H. OTTERY,
REGISTER OF DEEDS

1-21