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EXECUTIVE SUMMARY

1. CONDOMINIUM IDENTIFICATION: The Condominium name is KML Condominium.

2. EXPANSION PLANS: KML Condominium is not expandable.

3. GOVERNANCE: The initial address of the Condominium Association is 2808 Kohler Memorial Drive, Suite 1, Sheboygan, WI 53081. The initial registered agent is Toby Watson. After the period of Declarant control, the Association is to be managed by its unit owners through its Board of Directors and/or a non-unit owner manager hired by the Condominium Association. See Pages Forty through Forty-four (40-44) of the Disclosure Materials.

4. SPECIAL AMENITIES: There are shared use areas within the Condominium as set forth in the Disclosure materials on Pages Thirty-three through Thirty-six (33-36).

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 Twenty-three through Twenty-five (23-25) 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 Twenty-two through Twenty-five (22-25) of the Disclosure Materials which follow.

7. RENTAL OF UNITS: Information relating to a unit owner's right to rent its unit is set forth on Page Forty-six (46) of the Disclosure Materials.

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 Pages Twenty-three (23) and Forty-five (45) of the Disclosure Materials which follow.

9. PARKING: Each residential unit owner shall first park in their designated parking stall and/or garage parking if they own a garage condominium. (Units 13-23). Shared parking is designated on the Condominium Plat. Additional on-street parking is regulated by the municipality. See Disclosure Materials at Pages Ten (10) and Forty-six (46) of the Disclosure materials which follow.

10. PETS: Rules relating to pets on the condominium property are set forth on Page Forty-seven (47) of the Disclosure Materials.

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11. STATUTORY RESERVE ACCOUNT: The Declarant has not established a Statutory Reserve Account for future expenditures relating to repair and replacement of the common elements of the condominium. Non-routine maintenance and replacement of common elements will be by assessment as determined by the Association as set forth on Page Fifty-five (55) of the Disclosure Materials which follow.

12. FEES ON NEW UNITS: All units are completed.

13. AMENDMENTS TO DECLARATION AND BY-LAWS: The Declaration and By-laws of the condominium may be amended as set forth on Pages Thirty-one and Fifty-one (31 and 51) respectively of the Disclosure Materials which follow. The percentage vote required and the process and requirements for such changes are set forth on these pages.

14. RESTRICTIONS RELATING TO MOTOR VEHICLES, UNLICENSED VEHICLES AND RECREATIONAL VEHICLES: Restrictions relating to motor vehicles, unlicensed vehicles and recreational vehicles may be found on Pages Forty-five and Forty-six (45 and 46) of the Disclosure Materials.

15. RESTRICTIONS ON UNIT OWNER'S USE OF THE COMMON ELEMENTS: Portions of the common elements are assigned as limited common elements to a specific unit. In addition, use of the common elements of the Condominium are also governed and regulated by the Condominium Association. See Pages Eight, Nine, Ten, Eleven, Forty-five and Forty-six (8, 9, 10, 11, 45 and 46) of the Disclosure Materials which follow.

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

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COVER SHEET
DISCLOSURE MATERIALS

Name and Location of the Condominium:	KML CONDOMINIUM Town of Osceola Fond du Lac County, Wisconsin
Name and Address of Declarant:	South Pier, LLC a Wisconsin limited liability company 2808 Kohler Memorial Drive, Suite 1 Sheboygan, WI 53081
Name and Address of Declarant's Agent:	Toby Watson 2808 Kohler Memorial Drive, Suite 1 Sheboygan, 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, BY 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 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 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 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.

Please date and sign the attached receipt and return to the Declarant or the Declarant's Agent.
Cut on dotted line.

RECEIPT

I acknowledge that I have received a copy of the Disclosure Materials, including the Executive Summary which follows the Index on Page 2 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, a description of any contemplated expansion of the condominium, 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 KML Condominium, that I was provided with time to read such material, 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___.

_____

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INDEX

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

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

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

III. MAP (PLAT). The Declarant has provided a map (plat) of the condominium project which shows the location of the units and the facilities and common elements which are a part of the condominium. The map (plat) is on Page Thirty-three (33).

IV. FLOOR PLANS. The Declarant has provided floor plans of the units being offered for sale. The floor plans begin on Page Thirty-four (34).

V. 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 Page Thirty-seven (37).

VI. ARTICLES OF ASSOCIATION. The operation of a condominium is governed by the Association, of which unit owner is a member. Powers, duties and operation of an association are specified in the Articles of Association. The Articles of Association begin on Page Forty-nine (49).

VII. ANNUAL BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget is on Page Fifty-three (53).

VIII. 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 leases.

IX. STATEMENT OF CONDOMINIUM LIEN. A copy of form to be used by the Association in the event it files a lien for assessments is attached at Page Fifty-four (54).

X. STATUTORY RESERVE ACCOUNT STATEMENT for KML Condominium. The Declarant has not established a statutory reserve account. The statement is on Pages Fifty-five and Fifty-six (55 and 56) of the Disclosure materials.

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

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

RECITALS

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

Section 2. Name of Condominium: The condominium shall be known as KML Condominium, being located on Kettle Moraine Lane in the Town of Osceola, Fond du Lac County, Wisconsin.

Section 3. Condominium is not Expandable: The condominium shall consist of twenty three (23) units and is not expandable.

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

> Lot 2, Certified Survey Map No. 7950, recorded in Volume 59, Page 60, Certified Survey Maps, Fond du Lac County Register of Deeds Office as Document No. 1044676 and being part of the Northeast 1/4 of the Southeast 1/4, Section 27, T. 14 N.-R. 19 E., Town of Osceola, Fond du Lac County, Wisconsin.
>
> Tax Key No. T16-14-19-27-13-029-00

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.

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CONDOMINIUM PLAN,

COVENANTS, CONDITIONS AND RESTRICTIONS

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

ARTICLE I.

DEFINITIONS

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

Section 1.1 "Association": Shall mean the KML Condominium Owners Association, U.A., which association shall be an unincorporated, non-profit association, its successors and assigns.

Section 1.2 "Unit Owner": Shall mean, refer to and include every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to any unit described in this Declaration, and may also be referred to in this Declaration as "Owner".

Section 1.3 "Condominium Property": Shall mean and refer to the real property described herein, together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

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Section 1.4 "Building": Shall refer to the structures identified herein and depicted on the Condominium Plat filed in the office of the Register of Deeds for Fond du Lac County, Wisconsin.

Section 1.5 "Unit": Shall mean, refer to and include each part of the condominium property designated as and intended for residential, commercial, or storage use, including one or more cubicles of air at one or more levels in a building.

Section 1.6 "Common Elements": Shall mean, refer to and include all of the condominium property except its units.

Section 1.7 "Limited Common Elements": Shall mean, refer to and include those common elements designated in this declaration or the condominium plat as reserved for the use of a certain unit, units or building to the exclusion of other units or building.

Section 1.8 "Common Expenses" and "Common Surpluses": Shall mean, refer to and include the expenses and surpluses of the Association.

ARTICLE II.

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

Section 2.1 Description of Buildings: The buildings include a twelve (12) unit primary building (containing Units 1 through 12) and an eleven (11) unit garage (containing Units 13 through 23) as more particularly set forth on Exhibit One (1) attached hereto.

Section 2.2 Description of Units: Each of the twenty-three units shall be separately designated by an identifying number (1 through 23) as set forth on Exhibit One (1). The units are of varying square footage and include non-adjoining areas as described herein. The boundaries of each unit shall be as set forth in Article III, Section 3.3 below.

If any of the common or limited common elements shall encroach upon any unit, or any unit shall encroach upon any other unit whereupon any portion of the common or limited

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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 exhibits 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 exhibits, 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 Fond du Lac 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 south west half of Pier #2 as shown on Exhibit One (1), together with any additional piers that the Association may elect to construct from time to time, shall be common elements to be used by such persons, for such purposes, and in such a manner as shall be authorized by the Association. Common elements also include, without limitation, green space, waterfront, parking lots, walkways, stairs, electrical closets, furnace rooms, utility rooms, storage rooms, bathrooms, propane tanks, and wells which are identified as common elements on Exhibit One (1). The owners of each unit shall have an undivided interest as tenants in common in the common elements as hereinafter described in this Declaration.

Section 2.4 Description of Limited Common Elements: The limited common elements are designated on Exhibit One (1) as Limited Common Elements, Limited Common, or with the initials LCE. The limited common elements shall be as designated on Exhibit One (1), which includes the following:

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The space outside each storage unit (Units 13-23) shall be a limited common element for the associated unit as shown on Exhibit One (1) for the purposes of access to the unit and parking.

The following pier spaces shall be limited common elements as shown on Exhibit One (1):

a. The north east half of Pier #1 shall be a limited common element for Unit 9.

b. The south west half of Pier #2 shall be a limited common element for Unit 8.

c. The north east half of Pier #2 shall be a limited common element for Unit 7.

d. The south west half of Pier #3 shall be a limited common element for Unit 6.

e. The north east half of Pier #3 shall be a limited common element for Unit 5.

f. The south west half of Pier #4 shall be a limited common element for Unit 4.

g. The north east half of Pier #4 shall be a limited common element for Unit 3.

h. The south west half of Pier #5 shall be a limited common element for Unit 2.

I. The north east half of Pier #5 shall be a limited common element for Unit 1.

j. Pier #6 shall be a limited common element for Unit 6.

Each unit owner that is reserved a pier, or a portion thereof, as a limited common element shall have the exclusive use of the following riparian rights associated therewith: (1) access across the limited common element to the water for swimming, fishing, boating and other recreational purposes and (2) the boat slip(s) adjoining the side(s) of the pier reserved for use by said unit owner.

Unit 6 shall have three (3) limited common element parking spaces, Unit 8 shall have two (2) limited common element parking spaces, and Unit 9 shall have two (2) limited common element parking spaces as shown on Exhibit One (1). Each unit owner that holds parking spaces as a limited common element shall have the exclusive use of said parking spaces for the purpose of parking.

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The space outside Units 6, 7, and 11 shall be limited common elements for the associated units as shown on Exhibit One (1) for the purpose of outdoor recreation.

The deck and gazebo located outside Unit 9 shall be a limited common element as shown on Exhibit One (1) for use by the owners of Unit 9 for the purpose of outdoor recreation.

The space outside Unit 11A and Unit 11C, as shown on Exhibit One (1), shall be a limited common element for use by the owner of Unit 11 for the purpose of operating a tiki bar.

Any limited common element that is assigned to the owners of multiple units shall be used for the purposes set forth on Exhibit One (1), as applicable, and as those owners may agree, subject to any rules promulgate by the Association.

The owner of Unit 6 shall have the option, at its own expense and subject to the structural and design requirements of the Association, to construct a rooftop deck above Unit 6 and a spiral stairway upon the limited common element of Unit 6 to access the rooftop deck, which rooftop deck and stairway will be limited common elements for use by the owner of Unit 6 for the purpose of outdoor recreation.

The limited common elements assigned to each unit shall be for the exclusive use of such unit and any subsequent conveyance of title of such unit shall pass with it as an appurtenance, the exclusive use of the common elements provided for in this Declaration. The use of the limited common elements aforedescribed shall be restricted to the purposes for which are herein designated and no owner shall use, add to, alter, modify or in any way change such limited common element in any manner contrary to provisions of this Declaration or the 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

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limited to the purposes of maintenance, inspection and repair.

ARTICLE III.

PROPERTY RIGHTS

Section 3.1 Percentage of Undivided Interest in Common Elements: The fraction of undivided interest owned in the common elements (including the limited common elements, being a part thereof) and the facilities appertaining to each unit and its owner is set forth below, which interest shall be conveyed with each unit.

Unit 1	8.06%
Unit 2	8.06%
Unit 3	8.06%
Unit 4	8.06%
Unit 5	8.06%
Unit 6	9.41%
Unit 7	9.41%
Unit 8	8.06%
Unit 9	2.69%
Unit 10	10.75%
Unit 11	10.75%
Unit 12	2.69%
Unit 13	0.54%
Unit 14	0.54%
Unit 15	0.54%
Unit 16	0.54%
Unit 17	0.54%
Unit 18	0.54%

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Unit 19	0.54%
Unit 20	0.54%
Unit 21	0.54%
Unit 22	0.54%
Unit 23	0.54%

Section 3.2 Status and Ownership of Units: Each unit, (together with its undivided interest in the common elements and facilities) shall constitute real property for all purposes, and the owner(s) of each unit shall be entitled to the exclusive ownership and possession thereof.

Section 3.3 Boundaries of Unit: The boundaries of each unit shall be the underside of the finished interior surface of its perimeter walls, floors and ceilings; such finished surfaces being included within the unit. In addition, the unit will include such space as may be located above the ground floor unit, under the roof structure. The interior space of such areas shall be included in the unit.

Section 3.4 Rights in Common Elements: Each unit owner, their invitees and guests, shall use the common elements for those purposes for which they are designed and intended. No owner, their invitees or guests may hinder or encroach upon the lawful rights of any other owner, invitee or guest with respect to such use except as they apply to the limited common element 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. The rights of tenants to use the common elements, will in all cases be the same as a unit owner except as may be limited by a specific lease provision in a lease between the unit owner and the tenant.

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,

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

Section 3.6 Easements: The condominium property shall be subject to the following easements, and all rights appurtenant thereto:

a. Utility Easements: Any utility easement present now or necessary in the future as may be granted for gas, water, electrical, telephone services, cable television services, drainage, and/or sewer, whether or not evidenced by an instrument in writing of public record. Each unit owner shall have an easement over the common elements to maintain, service, or replace the utilities servicing the unit owner's unit. Any damage to the common elements shall be repaired by the unit owner at the unit owner's expense if such maintenance service or replacement of utilities damages the common elements.

b. Satellite / Cable: Each unit may maintain a compact satellite dish receiver attached to the common element of the building appurtenant to the unit served by the compact dish, subject to written approval by the Association which may be freely withheld, and further provided that the placement and concealment of the compact satellite dish receiver is satisfactory to the Association. Cable television may be afforded to a unit at the unit owner's option, and at the unit owner's expense.

c. Amusement Devices and ATMs: South Pier, LLC shall have the exclusive right to place any and all "for fee" gaming machines (amusement devices) and automated teller machines (ATMs) located within any condo unit and upon the Association premises. This shall include any machines located within any unit if the unit owner allows a machine to be located within said unit, as well as any machines located on any common element if the Association allows a machine to be located on the common element. South Pier, LLC acknowledges the

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unit owners, the Association, or their agents may conduct credits and stocking of such amusement devices. South Pier, LLC grants the unit owner, in the case of an amusement device located in a unit, or the Association, in the case of an amusement device located on a common element, the right to collect the sum of twenty five (25%) percent of the gross profits from such amusement devices. South Pier, LLC , at its option, may hire or subcontract to third parties the installation, maintenance, updates, work, and agreements related to the machines. This easement shall continue until such time as it is terminated by South Pier, LLC.

d. Right of First Refusal: Each unit owner agrees that if their unit in this Condominium is to be sold by themselves, their heirs, successors or assigns, South Pier, LLC, its successors and assigns, shall have the first opportunity to buy said unit at the highest bona fide offer made for said unit by any third party, and that they will give South Pier, LLC written notice of said offer and afford South Pier, LLC an option for thirty (30) days from the time of such notice to purchase the unit at a price equivalent to said offer.

e. Should any of the aforedescribed easements hereafter be required to be evidenced by written instrument, Declarant reserve the right to convey same in its name alone, which conveyance shall be binding upon each owner of any unit on the condominium property by the acceptance of any right, title or interest therein.

f. All the easements described in this section and all rights appurtenant thereto shall run with and bind the land in perpetuity and shall inure to the benefit and be binding upon the Declarant, their successors and assigns, and upon all parties having any (legal or equitable) right, title or interest in the condominium property, their respective heirs, personal representatives, successors and assigns.

ARTICLE IV.

MEMBERS AND THEIR VOTING RIGHTS

Section 4.1 Members: Every record owner, whether one or more persons or entities, of

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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 areas.

Section 4.2 Voting Rights: Each voting unit, including Units 1 through 12, whether existing or proposed shall be entitled to one vote only. If an owner shall own more than one voting unit, such owner shall be entitled to one vote for each voting unit owned. If there exists more than one owner of a voting 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 voting unit, but in no event shall the owners of any one voting unit, if there be more than one, have more than one vote. Due consideration has been given to the difference in square footage of the various units and their interest in the common elements as defined herein, but the Declarant believes that assigning a single vote to each voting unit regardless of these differences will benefit the administration of the condominium.

Units 13 through 23 shall be non-voting units. Each non-voting unit shall be entitled to the same notice, if any, as the voting units but shall be precluded from voting on any matter. Any reference in this Declaration to a vote, consent, or approval of the unit owners shall not be construed to include the non-voting units.

Section 4.3 Directors: The affairs of the Association shall be governed by an executive board of directors.

Declarant or persons designated by it are authorized to appoint and remove the directors and officers of the association and to exercise the powers and responsibilities otherwise assigned by the declaration to the Association or its directors and officers. The period of declarant control begins on the date that the first condominium unit is conveyed by Declarant to any person other than Declarant. Declarant control of the association shall expire

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upon the first of the following to happen:

a. Three (3) years after declarant control begins; or

b. Thirty days after the conveyance of seventy five (75%) percent of the common element interest to purchasers.

Prior to the conveyance of 25 percent of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than Declarant shall elect at least twenty five (25%) percent of the directors of the executive board. Prior to the conveyance of fifty (50%) percent of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the declarant shall elect at least one third (33 1/3 %) of the directors of the executive board. Not later than forty five (45) days after the expiration of declarant control, the Association shall hold a meeting and the unit owners shall elect an executive board of at least three (3) directors and officers of the association. The directors and officers shall take office upon election.

The calculation of the percentage of common element interest conveyed to purchasers above shall be based on the percentage of undivided interest appertaining to each unit which has been conveyed assuming that all the units to be completed are included in the condominium.

ARTICLE V.

COVENANT (AND LIEN) FOR ASSESSMENTS

Section 5.1 Assessments, and Lien and Personal Obligation Therefor: Each future owner by acceptance of a Deed conveying an interest in the condominium is deemed to covenant and agree to pay the Association monthly 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

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

Section 5.2 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

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the common elements (and facilities appurtenant thereto) and Association property; liability, fire and extended coverage insurance premiums for the common elements; utility charges for any part of the condominium property not individually metered to units; lawn care, landscaping, trash services, snow removal, repair, maintenance and operation of the common elements, facilities and Association property. Subject to the provisions of Section 5.3 following, special assessments for capital improvements shall be used to defray, in whole or in part, the common expenses for the costs of reconstruction, repair or replacement of capital improvements on the common elements or Association property, and the construction or purchase of new capital improvements, but may be levied only upon the affirmative vote of the unit owners at a meeting called for that purpose in accordance with the provisions of the By-Laws of the Association.

Section 5.3 Common Expenses (and Surplus): Payment of the Annual Assessment: The common expenses under Section 5.2 above shall be charged to (and the common surplus shall be distributed among) the unit owners based on the percentage allocation below, which is based upon anticipated usage by the unit owners:

Unit 1	6.237%
Unit 2	6.237%
Unit 3	6.237%
Unit 4	6.237%
Unit 5	6.237%
Unit 6	6.237%
Unit 7	6.237%
Unit 8.	6.237%
Unit 9	6.237%
Unit 10	10.395%
Unit 11	10.395%

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Unit 12	20.789%
Unit 13	0.208%
Unit 14	0.208%
Unit 15	0.208%
Unit 16	0.208%
Unit 17	0.208%
Unit 18	0.208%
Unit 19	0.208%
Unit 20	0.208%
Unit 21	0.208%
Unit 22	0.208%
Unit 23	0.208%

Section 5.4 Date Annual Assessments Commence: Assessments shall commence on the first day of the month following the date of conveyance of the unit. However, during the period of declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses.

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

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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 fines or for which no specific contingency exists. The Board of Directors may make such repayments in their discretion, with due regard given for past payment patterns and the future needs of the condominium.

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

Section 5.7 Remedies of Association for Non-payment of Assessments: In addition to the right of the Association to foreclose a lien for non-payment of assessments due and owing, an action at law against the owner(s) personally obligated to pay same may be brought by the Association. No owner may waive or otherwise escape liability for the payment of assessments by non-use of any of the common elements or by abandonment of his, her and/or its units.

Delinquent assessments shall accrue interest at the rate of one and one half (1.5%) percent per month on the unpaid balance. Delinquent assessments shall also accrue a late fee in the amount of $50 per month.

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.

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ARTICLE VI.

DAMAGE AND DESTRUCTION OF PROPERTY - INSURABLE RISKS

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

Section 6.2 Total Loss or Loss in Excess of Insurance Proceeds: In the event the common elements of the condominium are damaged to an extent more than the available insurance proceeds or the condominium property is damaged to the extent that it is a total loss for insurance purposes, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having one hundred (100%) percent of the votes. In the case of partition, the net proceeds of sale together with the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements and shall be distributed in accordance with the priority of interests in each unit.

ARTICLE VII.

ARCHITECTURAL CONTROL

Section 7.1: No building, fence, wall, pier or other structure (except those contemplated in this original Declaration, the original plans and the original plat) shall be commenced, erected or maintained upon the common elements of the condominium, nor shall any addition, change or alteration be made to or on the building exteriors, nor shall any modification, expansion, relocation, or addition of any pier or loading platform be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location thereof shall have been

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submitted to and approved by the Board of Directors of the Association. In the event the Board of Directors fails to approve such plans and specifications within thirty (30) days of their submission, such plans and specifications shall be deemed to have been disapproved. It is contemplated by this article that the exterior appearance of the building, including all units, shall be compatible one with the other, and that the unit owners shall mutually agree on the matters affecting the exterior appearance of the building.

Section 7.2: A unit owner may make any improvements or alterations within the unit owner's unit that do not impair the structural integrity or lessen the support of any portion of the condominium, and that do not create a nuisance substantially affecting the use and enjoyment of the other units in the condominium, or the common elements of the condominium.

ARTICLE VIII.

MAINTENANCE AND REPAIR

Section 8.1: All maintenance and repair to the individual unit(s), including the limited common elements assigned thereto, shall be made by the individual unit owner unless otherwise provided herein, but such maintenance and repair shall not include structural alteration or repair to the buildings themselves. Included within the unit owner's responsibility for maintenance and repair are all windows, doors (exterior and interior), glass, appliances, if any, furnaces, air conditioners, hot water heaters, water softeners, plumbing fixtures connections, sinks and other plumbing within the unit, floor coverings, interior surfaces of walls, ceilings and floors, light fixtures, interior electric wiring, outlets and panels, smoke alarms, doorbells and locks located within or upon any unit or limited common element.

All unit owners that have a limited common element on a given pier shall be equally responsible for the maintenance, repair, and replacement of said pier. The Association and the owner of Unit 9 shall each be equally responsible for the maintenance, repair and replacement of Pier #1. The design and materials of all piers are subject to the approval of the Association. Removing the piers from the water in the fall and placing the piers in the water in the spring

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shall be an Association expense, to be performed at such times and in such manners as the Association deems appropriate.

The owner of Unit 9 shall be responsible for the painting, maintenance, repair, replacement, and landscaping of the deck and gazebo assigned to it as limited common elements. In the event the owner of Unit 9 fails to upkeep the deck and gazebo to the satisfaction of the Association, the Association shall provide the owner of Unit 9 with written notice of the problem and giving the owner of Unit 9 fifteen (15) days to make the deck and gazebo satisfactory. If the owner of Unit 9 fails to make the deck and gazebo satisfactory within fifteen (15) days, the Association may perform the upkeep and invoice Unit 9 for all amounts expended thereon by the Association, and said invoice shall be paid within ten (10) days. 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.

Units 10, 11, and 12 shall each maintain their own waste removal container at their own expense at such locations as shall be approved by the Association. The Association shall maintain one waste removal container at common expense for the benefit of Units 1 through 9 and Units 13 through 23.

Unit 10 shall pay for the emptying, maintenance, repair, and replacement as needed of the two septic tanks servicing Unit 10. The owner of Unit 10 shall invoice the Association for twenty five (25%) of the cost of said emptying, maintenance, repair, and replacement, and said invoice shall be due fifteen (15) days after receipt by the Association. The Association shall pay the invoice as a common expense.

Unit 11 shall pay for the emptying, maintenance, repair, and replacement as needed of the two septic tanks servicing Unit 11. The owner of Unit 11 shall invoice the Association for twenty five (25%) of the cost of said emptying, maintenance, repair, and replacement, and said

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invoice shall be due fifteen (15) days after receipt by the Association. The Association shall pay the invoice as a common expense.

The Association shall provide propane gas service for Units 1 through 12. Each unit with propane gas service shall be separately metered. Each unit owner shall provide the Association, or its designated representative (such as contractors), with regular access to the gas meters to facilitate monthly calculation of each unit's usage. The Association shall invoice each unit for its prorated share of the propane gas on a monthly basis. Each invoice shall be due within ten (10) days. 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.

Each Unit in the Condominium shall have electrical service. Units 1 through 12 shall be separately metered and shall pay the provider directly for their usage. Electrical service for Units 13 through 23 and the common elements shall be a common expense of the Association.

Each unit owner shall be responsible for all damages to any other unit or to the common or limited common elements facilities resulting from the misconduct, negligence or misuse of the common or limited common elements of the facilities on the part of said unit owner.

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

Section 8.3: Except as otherwise provided herein, all maintenance, repairs and replacements to and within the common elements, including without limitation any pier or

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portion thereof that is a common element, shall be undertaken by action of the Board of Directors and shall be charged to all units as a common expense as set forth in Article V, above.

Notwithstanding the foregoing, all maintenance, repairs and replacements of the common elements contained in the garage (containing Units 13 through 23) shall be undertaken by action of the Board of Directors and shall be charged to equally to Units 13 through 23 as a common expense of those units.

The Association may purchase and provide wireless internet for the benefit of Units 1 through 12 as a common expense of the Association, in which case the Association shall provide access information such as passwords to the owners of Units 1 through 12.

The expense of any maintenance, repairs and replacements of the common elements necessitated by negligence, misuse or neglect by any unit owner or its agents, invitees, guests or lessees shall be charged to said unit owner(s) regardless of who would otherwise bear the expense.

ARTICLE IX.

USE RESTRICTIONS

Section 9.1: Authorized Use: Each of Units 1, 2, 3, 4, 5, 6, 7, 8, and 9 are intended for and their use shall be restricted to single family residential use. Each of Units 10, 11, and 12 are intended for and their use shall be restricted to commercial use. Each of Units 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 are intended for and their use shall be restricted to parking and storage. Special rules relating to occupancy are set forth in detail in the By-Laws of the Association and may be further set forth in any rules established by the Association as are permitted by said By-Laws.

Section 9.2: Nuisance: No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its occupants or interferes with the

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peaceful possession or proper use of the property by its residents.

Section 9.3: Signs: No signs of any kind, including without limitation posters, neons, decorations, signs, billboards, tinting, lettering, or advertising, shall be displayed to public view on the condominium property except those approved and authorized in advance by the Board of Directors of the Association. Notwithstanding the foregoing, the Association shall permit the display of the United States flag and political signs, subject to regulation of the size and location of signs, flags, and flagpoles in the Bylaws or rules of the Association, pursuant to Wis. Stat. § 703.105.

Section 9.4: Additional Rules and Regulations: In addition to the foregoing, the Association may from time to time adopt reasonable rules and regulations pursuant to the By-Laws of the Association which regulations impose additional use restrictions on the condominium property, including but not limited to restrictions relating to the keeping of pets upon the condominium property and the placement of furniture or other items within the limited common or common elements.

ARTICLE X.

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

Section 10.2: Each policy shall provide that proceeds shall be payable to the Board of Directors or an insurance trustee as may be provided for in the By-Laws of the Association in

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trust for all unit owners and their mortgagees as their interest may appear.

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

Section 10.4 Public Liability Insurance: The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least Three Hundred Thousand Dollars ($300,000.00) 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

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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.

The owners of Units 10, 11, and 12 shall maintain at all times additional minimum insurance as follows:

a. Fire, with extended coverage, vandalism and malicious mischief insurance, such insurance to be in an amount not less than 90 percent of the full replacement value, insuring Lessee's merchandise, fixtures, trade fixtures, furnishings, equipment and all other items of personal property.

b. Comprehensive liability insurance in the amount of (1) at least $3,000,000 per occurrence with respect to bodily injury or death to any one person, (2) at least $3,000,000 with respect to bodily injury or death arising out of any one accident, (3) at least $500,000 with respect to property damage arising out of any one occurrence, and (4) at least $1,000,000 in liquor liability;

c. Worker's compensation insurance in an amount not less than the amount required by law for any work or other operation on or about the condominium;

d. Such other insurance as the Association may deem necessary or may require.

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As evidence thereof, Units 10, 11, and 12 shall provide the Association with current Certificates of Insurance evidencing all insurance required herein, which Certificates shall name the Association and, during the period of declarant control, Declarant, each as an Additional Insured, and shall provide for ten (10) days notice to them before cancellation, termination, expiration, or modification. All insurance requirements herein shall be obtained through responsible insurance companies licensed to do business in the State of Wisconsin. In the event that such insurance is canceled, the Association shall have the right to purchase insurance on behalf of the uninsured or under insured unit owner and assess the unit owner a special assessment in the amount of $1,000 per month to cover estimated costs of obtaining additional insurance to the property or, at the option of the Association, assess the unit owner the actual cost of said additional insurance.

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.

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

Section 11.3 Amendment of Declaration: This Declaration may be amended by the unit owners by a vote of two-thirds (2/3) of the unit owners voting for such amendment at the meeting duly held in accordance with the provisions of the By-Laws of the Association and further that such amendment be reduced to writing and filed in the office of the Register of Deeds for Fond du Lac County, Wisconsin. Section 11.2 above relating to the rights of mortgage holders shall be complied with.

Section 11.4 Termination of Condominium Plan: This condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Condominium Ownership Act.

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

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Section 11.6 Resident Agent and Service of Process: The person to receive service of process upon the Association shall be Toby Watson, currently at 2808 Kohler Memorial Drive, Suite 1, Sheboygan, WI 53081. The members of the Association may from time to time designate a successor to receive service of process, which shall be in effect by compliance with statutory provisions of the State of Wisconsin therefor.

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

Dated at Sheboygan, Wisconsin this 4th day of May, 2017.

South Pier, LLC

By: /s/ Toby Watson
Toby Watson, Member

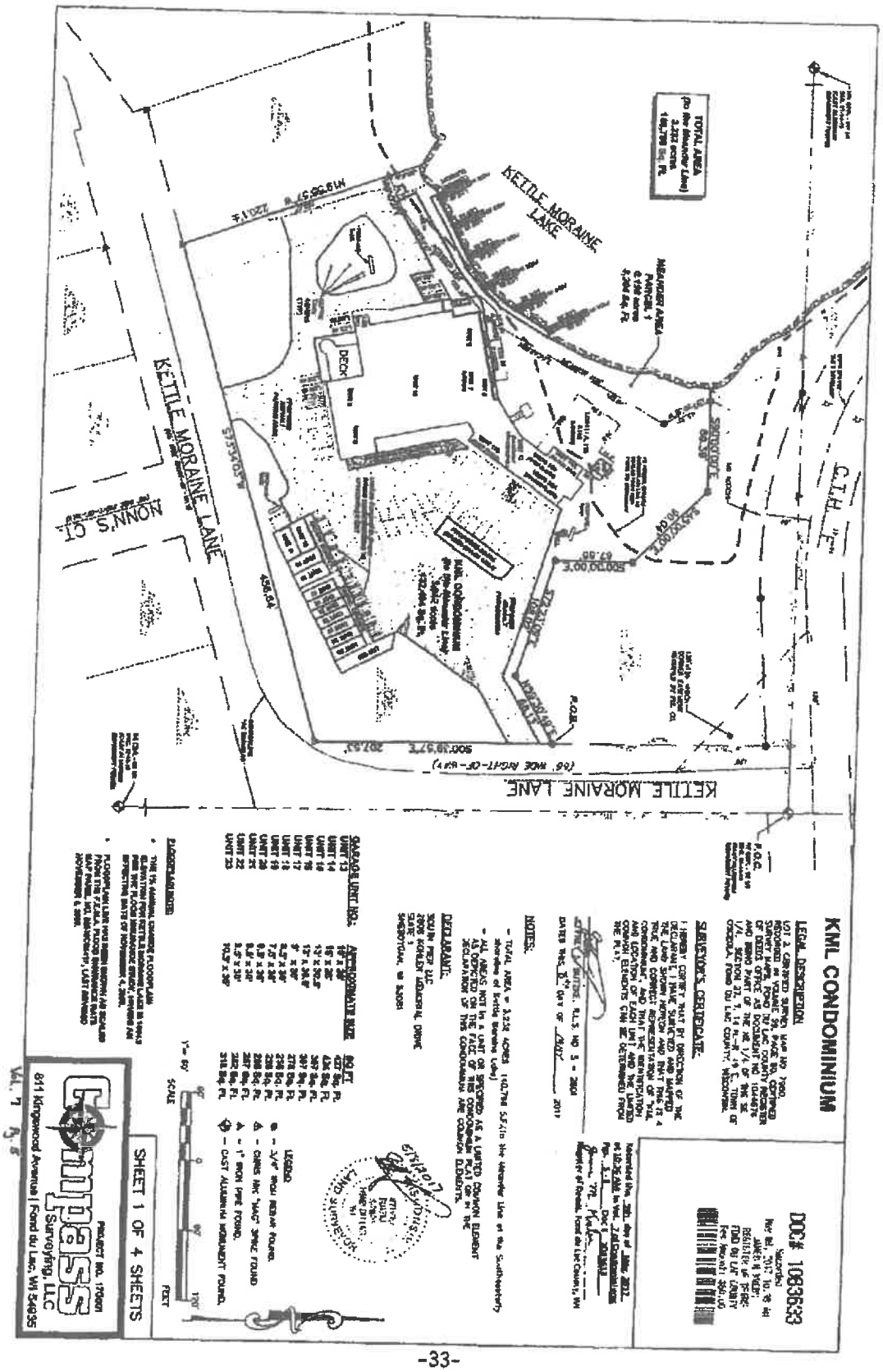
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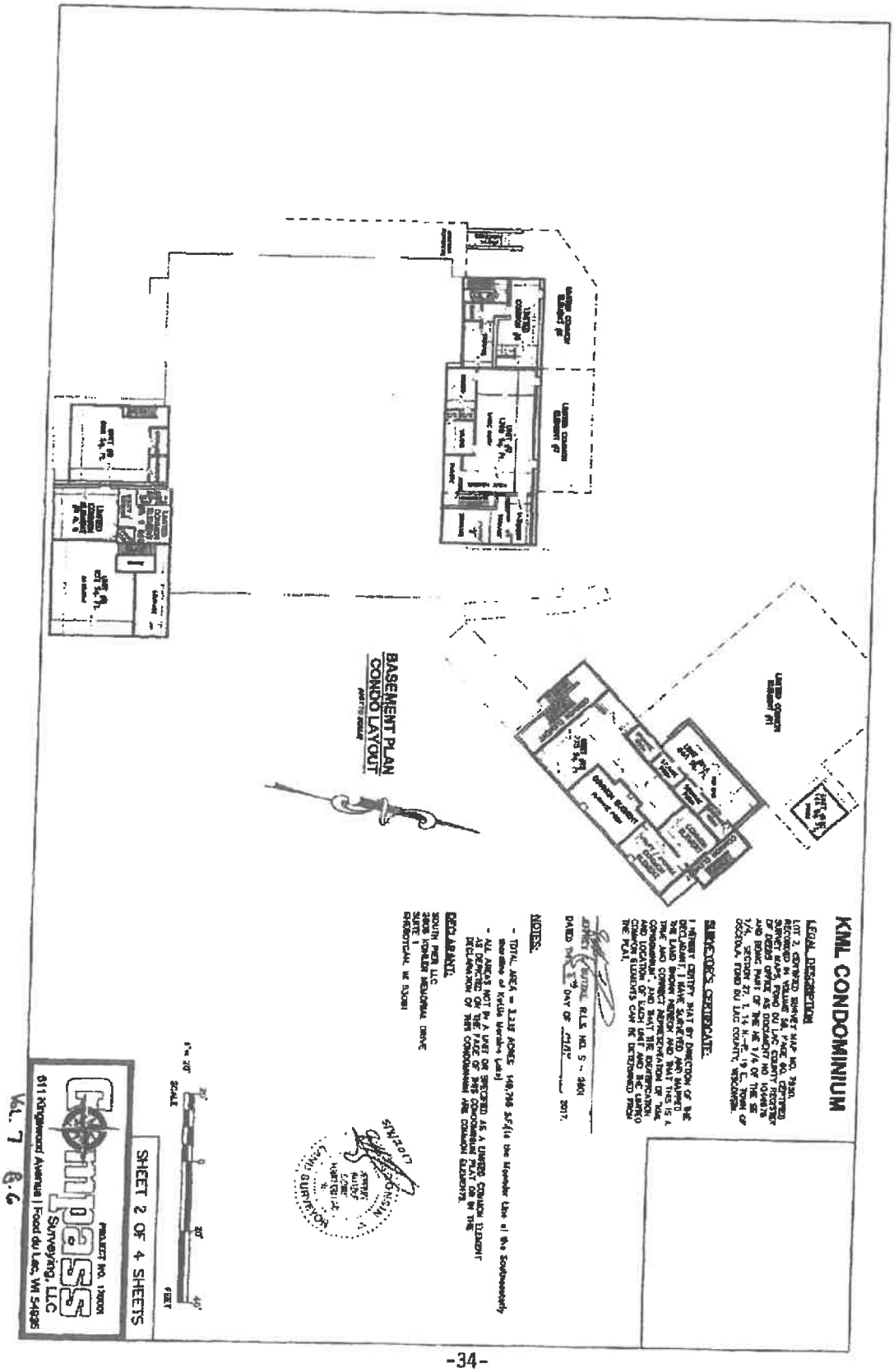
Personally came before me, this 4th day of May, 2017, Toby Watson, Member of the above named limited liability company, to me known to be the person who executed the foregoing instrument as such officer of said limited liability company.

/s/ Joshua D. McKinley
Joshua D. McKinley
Notary Public, Sheboygan County, WI
My Commission is Permanent

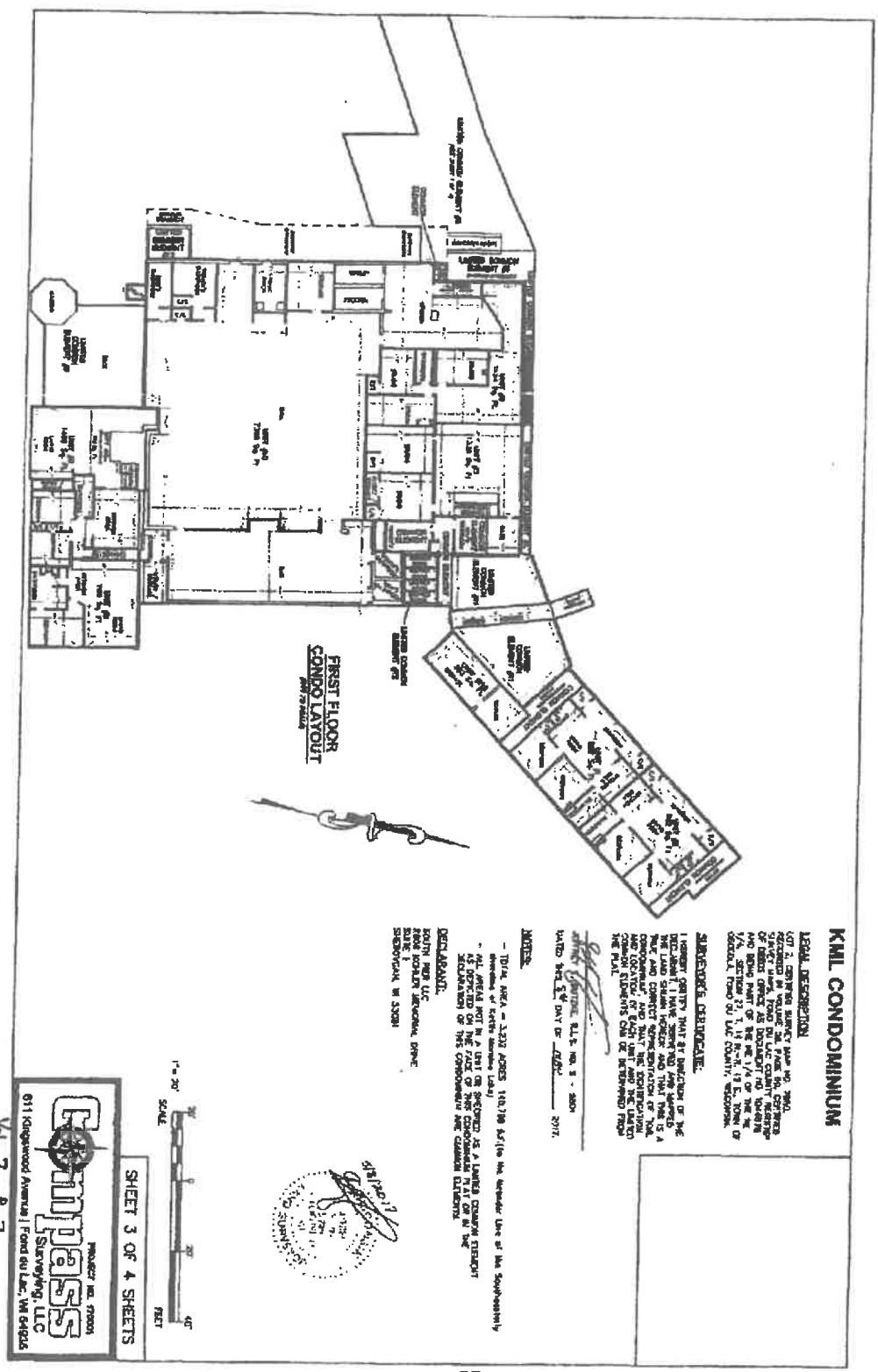
This Declaration Drafted by:
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By: Attorney Joshua D. McKinley

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PARCEL 1
P.O.B.
P.O.C.
LEGAL DESCRIPTION
SURVEYOR'S CERTIFICATE
NOTES:
DECLARANT:
LEGEND
SHEET 1 OF 4 SHEETS
SCALE
FEET
811 Kingswood Avenue | Fond du Lac, WI 54935
PROJECT NO. 170001


KML CONDOMINIUM
LEGAL DESCRIPTION
SURVEYOR'S CERTIFICATE:
NOTES:
DECLARANT:
SOUTH PIER LLC
2805 KOHLER MEMORIAL DRIVE
SUITE 1
SHEBOYGAN, WI 53081
BASEMENT PLAN
CONDO LAYOUT
SHEET 2 OF 4 SHEETS
SCALE
FEET
Camosse Surveying, LLC
811 Kingswood Avenue | Fond du Lac, WI 54935

Vol. 7 8.6


KML CONDOMINIUM
LEGAL DESCRIPTION
SURVEYOR'S CERTIFICATE:
NOTES:
DECLARANT:
SOUTH PIER LLC
FOND DU LAC, WI 54935
SHEBOYGAN, WI 53081
FIRST FLOOR
CONDO LAYOUT
SCALE
FEET
SHEET 3 OF 4 SHEETS
Graef-Pies
Surveying, LLC
611 Ridgewood Avenue | Fond du Lac, WI 54935
VOL. 7 P. 7

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Vol. 7 Pg. 8

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BY-LAWS

OF

KML CONDOMINIUM OWNERS ASSOCIATION, U.A.

Without Capitol Stock and Not For Profit

ARTICLE I.

Section 1. Ownership. The KML Condominium is located in the Town of Osceola, Fond du Lac County, Wisconsin, and is submitted to the provisions of Chapter 703, Wisconsin Statutes, of the Condominium Ownership Act of Wisconsin.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the KML Condominium.

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner are subject to the regulations set forth in these By-Laws and to the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for the Project known as KML Condominium hereinafter referred to as the "Declaration", as recorded in the Office of the Register of Deeds for Fond du Lac County, Wisconsin.

ARTICLE II.

Section 1. Voting. Units One (1) through Twelve (12) shall be entitled to one (1) vote. Units Thirteen (13) through Twenty-three (23) shall not have any voting rights whatsoever. The voting rights of members of the Association are set forth in Article IV of the Declaration.

Section 2. Majority of Owners. As used in these By-Laws, or any rules adapted thereunder, the term "majority of owners" shall mean those owners constituting fifty-one percent (51%) of the voting units (Units 1 through 12) in accordance with the percentages in the Declaration.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in the preceding paragraph of this Article, shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy as set forth in the Declaration.

ARTICLE III.

Section 1. Association Responsibilities. The owners of the units will constitute the KML Condominium Owners Association, U.A. hereinafter referred to as the "Association" which Association shall have the responsibility of administering KML Condominium, approving the annual budget, establishing and collecting monthly assessments, and arranging for the maintenance of KML Condominium. Except as otherwise provided in the Declaration and in these By-Laws, decisions and resolutions of the Association shall require approval by a majority as set forth hereinabove in Article II and in the Declaration.

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Section 2. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on the date of execution of these By-Laws. Thereafter, the annual meetings shall be held on the first day of August of each succeeding year. The proposed budget for the next budget year shall accompany the notice of meeting which notice shall be forwarded not later than ten (10) days before the date scheduled for the annual meeting. The budget will be discussed and adopted at the annual meeting. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President or any member of the Board of Directors to call a special meeting of the owners or such a special meeting may be called upon a petition signed by a majority of the owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner of record, at least ten (10) but not more than twenty (20) days prior to such meeting. Meetings may be held with less notice than specified herein upon the waiver of notice by all members of the Association.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all the Association meetings shall be as follows:

(a) Roll Call
(b) Proof of notice of meeting or waiver of notices.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committee(s).
(f) Election of inspectors of election.
(g) Election of directors.
(h) Unfinished business.
(I) New business.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The Associations' affairs shall be governed by a Board of Directors of three (3) persons, all of whom must be owners of a unit in KML Condominium, except that the initial Board of Directors, consisting of three (3) persons shall be designated by the Declarant, South Pier, LLC.

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Section 2. Initial Board of Directors. The initial Board of Directors shall serve for a period of three (3) years or until thirty (30) days after the conveyance of seventy-five (75%) percent of the common element interest to purchasers, whichever period is shorter. The period of Declarant control begins on the date that the first unit is conveyed by the Declarant to any person other than the Declarant. Not later than forty-five (45) days after the expiration of Declarant control the Association shall hold a meeting and all unit owners shall elect the Board of Directors of at least three (3) Directors. The Directors shall take office upon election. The term of one (1) Director shall be a period of one (1) year, the term of another one (1) Director shall be for a period of two (2) years and the term of the remaining one (1) Director shall be for a period of three (3) years.

Section 3. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs and such further powers and duties as are set forth in the Declaration and such powers that may be directed to be exercised and done by the owners.

Section 4. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association or by the Declarations, the Board of Directors shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and common elements and facilities.

(b) Collection of assessments from the unit owners.

(c) Designation and dismissal of a Building Manager responsible for maintenance and operation of the condominium common elements and facilities, if, and only if, the Board of Directors decides that it is in the best interest of the Association to appoint a Building Manager.

(d) Collection of special assessments from the owners which are not a part of the regular assessments.

(e) File with the Department of Financial Institutions, at times necessary, designation of the registered agent of the Association and to complete any and all other necessary documents and notices as required by Wisconsin Law.

(f) Maintain the roster of unit owners with their addresses and also a roster of mortgages of condominium property as may be required under the Declarations, these By-Laws, or the Wisconsin Condominium Ownership Act.

(g) Designate areas within the common elements of the condominium, if any, for recreational and/or utility use by the unit owners.

(h) Administer the rules and regulations set forth in these By-Laws, and other rules and regulations adopted pursuant to these By-Laws and the Declaration of Condominium.

(I) Obtain quotations for and purchase property and casualty insurance insuring the common elements of the condominium as set forth in the Declaration.

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(j) Prepare and distribute to each unit owner an annual budget prior to the annual meeting of the Association.

(k) The Board of Directors may establish reserve accounts and assessments to fund reserve accounts as may be appropriate for capital repair, replacement or improvements.

Section 5. Election and Term of Office. The term of office of the designated Directors as set forth in Section 1 above shall be three (3) years. The initial Board of Directors shall be elected for terms as follows: One Director for a term of one (1) year, one Director for a term of two (2) years, and the third (3rd) Director for a term of three (3) years. Thereafter, the elected term of each Director shall be three (3) years. The Director shall hold office until their successors have been elected and hold their first annual meeting, or until such time as they are replaced pursuant to these By-Laws or resign.

Section 6. Vacancies. Vacancies in the Board of Directors caused for any reason shall be filled by a vote of the majority of the owners at a special meeting of the Association, and such Director shall serve the same term as the Director replaced, except that replacement of one of the original Board of Directors designated by the Declarant and/or Declarant's Agent as provided herein, shall be by designation of the Declarant, or, the Declarant's Agent of a new Director to fill such vacancy.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created except that the original Board of Directors shall not be removed except by the Declarant. Any Directors whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organizational Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, unless such notice of waiver is signed by all of the Directors.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the president in the same manner as regular meetings of the Board of Directors may be called. Further, special meetings may be called in the same manner by a majority of the Board of Directors.

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Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed equivalent to the giving of such notice. Attendant by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the members present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and 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 and assessed to the owners.

ARTICLE V.

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, and a Secretary-Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and/or an Assistant Secretary as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. On an affirmative vote of a majority of the members of the Board of Directors, any officers may be removed, either with or without cause, or his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board of Directors.

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Section 6. Secretary-Treasurer.

(a) The Secretary-Treasurer shall keep the minutes.

(b) The Secretary-Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit or, the Association in such depositories as may from time to time be designated by the Board of Directors.

(c) The Secretary-Treasurer may be paid a stipend by the Condominium Association as determined by the Board of Directors as well as be reimbursed for all out of pocket expenses incurred in the performance of these duties.

ARTICLE VI.

CONDOMINIUM MANAGER.

Section 1. The Condominium Manager shall have those duties set forth in Section 4 (c) set forth hereinabove and such other duties and responsibilities as may be determined and assigned to that Manager by the Board of Directors. The Condominium Manager may be an Officer and/or Director of the Association.

Section 2. Performance of Duties. The Condominium Manager will use his or her personal vehicle, phone and e-mail to complete his or her duties. This Manager will provide the condominium with twenty-four (24) hour e-mail and phone (with voice mail) service for purposes of dealing with any property issue, emergency, repairs and maintenance and non-emergencies, repair and maintenance of the common elements and facilities of the condominium.

Section 3. Compensation. The Condominium Manager, if also a condominium unit owner, shall be paid a stipend as determined by the Board of Directors. This stipend shall be paid monthly to the Condominium Manager as well as reimbursing the Condominium Manager for any out of pocket expenses incurred in the performance of his or her duties.

Section 4. Any condominium unit owner acting as Condominium Manager shall do so as an independent contractor and not as an employee of the Association.

Section 5. Non-owner Manager. If no condominium unit owner is available to act as Condominium Manager, the Board of Directors is authorized to hire a person or company to perform the Condominium Manager duties under terms and conditions to be contained in a contract between the Association and such Condominium Manager.

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ARTICLE VII.

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay assessments imposed by the Association to meet all common expenses, which shall include among other expenses, the cost of liability and property insurance as set forth in the Declaration. The assessments shall be made pro rata pursuant to the Declarations. Such assessments may include a general operating reserve and a reserve fund for projected expenses. Such assessments may also include special assessments as allowed by the Declaration and the Board of Directors shall direct the Treasurer of the Association to adapt any procedures not inconsistent with these By-Laws or the Declaration to facilitate the collection of the annual assessments as provided therein.

Section 2. Maintenance and Repair.

(a) Each unit owner shall promptly perform all maintenance and repairs to his unit or the unit's limited common elements, which, if omitted, would effect the condominium in its entirety, or in part. The unit owner not performing such maintenance and repair work which effects the project in its entirety or in part, shall be responsible for the damages that such failure to repair causes to the condominium property and/or its unit owners.

(b) All repairs and maintenance of the internal installations of a unit such as water, light, gas, electric, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the unit owner's expense.

(c) A unit owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element and facility damages through the fault of the unit owner as set forth in the Declaration.

Section 3. Use of Units.

(a) Each of Units 1, 2, 3, 4, 5, 6, 7, 8 and 9 shall be utilized for single family residential use only, whether occupied by the unit owners or by a tenant. Units 10, 11, and 12 shall be utilized for commercial purposes only, whether occupied by the unit's owners or by a tenant. Units 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 shall be utilized for parking and storage purposes only, whether occupied by the unit owners or by a tenant.

(b) An individual unit owner shall not make structural modifications or alterations to his unit or the limited common elements, without following the notification procedure set forth in the Declaration and receiving the specific approval of the Association for such modifications or alterations.

Section 4. Use of Common Elements and Limited Common Elements.

(a) No buses, recreational vehicles, trailers, campers, boats, unlicenced or unrepairable automobiles, machinery, snowmobiles, debris, junk or other similar

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material or items shall be stored, kept or maintained within the common elements or publicly visible limited common elements of the condominium.

(b) The Association shall regulate the placement and size of all signs within the condominium. The Association may maintain an identifying sign for the condominium within the common area which may also identify occupants and unit owners of such condominium and the businesses maintained within the condominium.

(c) Each residential unit owner (Units 1 through 9) shall first park in their designated parking stall and/or garage parking if they have purchased a garage condominium (Units 13 through 23) and upon those stalls and garages being occupied, unit owners and their guests may park in non-reserved open parking stalls. Parking in the parking lot, both limited common element and common element is only to be used for legally registered vehicles and at no time shall trailers, campers or other recreational vehicles be placed or allowed in the parking lot or other common elements and limited common elements upon the property. However, Limited Common Element Number 23 located to the northeast of Unit Number 23 as shown on the plat of the condominium may be used for any lawful parking or storage purpose. The Association in its discretion, may grant written waivers or rules authorizing parking which would otherwise violate this rule. The Association may tow and remove, at owner's expense, any vehicle that is not in compliance with the parking rules and may impose fines or fees for violations of these parking rules. Pursuant to any policy that is adopted by the Association and communicated to the unit owners, whether through the posting of signage or through any other form of notice.

Section 5. Right of Entry. A unit owner shall permit representatives of the Association and other parties designated by the Association entry into the unit for purposes of maintaining the mechanical or electrical services, or performing any other act as authorized by these By-Laws or the Declaration of the Association.

Section 6. Rental and/or Leases of Units. Unit owners may rent or lease the unit or units which they own under such terms as otherwise comply with these By-Laws and the Declaration. Any lease or rental shall be by a written lease and shall contain the following language:

> This Lease incorporates by reference the Declaration and By-Laws of KML Condominium. Any security deposit required by the terms of the lease shall be for the benefit of the owner/landlord and/or the Association of unit owners as their interest may appear. The lessee/tenant by execution of the lease, acknowledges a receipt of a copy of the Declaration, By-Laws and any rules or regulations adopted pursuant to such condominium documents.

Section 7. Rules of Conduct. The Association may adopt such rules of conduct as may be necessary for the purposes of maintaining the property of KML Condominium and for the convenience of the owners of KML Condominium, including but not limited to the rules relating to the limited common elements of such condominium.

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Section 8. Pets. No pets are permitted in any unit, common element or limited common element of the condominium. Notwithstanding the foregoing, the owners of Unit 8 shall be permitted to keep one (1) dog within Unit 8 and its limited common elements. This exception applies only to the dog that is currently located upon Unit 8 and shall expire upon the death of said dog. The dog currently kept at Unit 8 shall not be permitted onto the common elements of the Association except for the sole purposes of ingress and egress from the condominium property.

Section 9. Woodburning and Pellet Stoves. Woodburning stoves and pellet stoves are not allowed to be located or used within Units 1 through 12 or their limited common elements. Woodburning and pellet stoves are only permitted to be located within Units 13 through 23 for the purpose of storage and shall not be operated therein.

Section 10. Personal Property. No unit owner or their guests shall place, leave or set any item of personal property upon the common element's areas. Including, without limitation, the beach areas, except when the unit owner is actively using said item or personal property. At no time shall any item, or personal property be left on the common elements overnight. Any item or personal property that is left upon the common elements overnight, or is not actively in use by the unit owner shall be deemed abandoned and the Association may dispose of said abandoned property by any means that it sees fit including, without limitation, trashing, destroying or selling said items and personal property. Any unit owner claiming an interest in the item or personal property deemed by the Association to have been abandoned, or if the guests of said unit owner claim an interest in the item or personal property, then said unit owner shall indemnify and defend the Association and the Association shall have no obligation to make reimbursement for the item or personal property.

Section 11. Transfers of Units. Upon the transfer or sale of any of Units 1 through 12, the selling Unit Owner, with the exception of the Declarant, shall pay a transfer fee of $500.00 to the Association.

Section 12. Penalties and Fines. In the event of a violation of the Declaration, the By-Laws, the Rules created under these By-Laws or applicable law, and in addition to all other penalties available to the Association or to other unit owners under the Declaration, the By-Laws, the Rules of the Association created under these By-Laws or applicable law, the Association, acting through its Board of Directors, shall have the right to exercise the powers of enforcement set forth in this Section:

(a) Enforcement:

i. For the first violation in a given twelve (12) month period, the Board of Directors shall deliver a written notice of violation to the owner.

ii. For the second violation in a given twelve (12) month period, the Board of Directors shall deliver a written notice to the owner and impose a fine in the sum of Fifty and no/100ths ($50.00) Dollars.

iii. For the third violation in a given twelve (12) month period, the Board of Directors shall deliver a written notice to the owner and impose a fine in the sum of One Hundred and no/100ths ($100.00) Dollars.

(b) All fines imposed under this section shall be payable within ten (10) days after billing. Unpaid assessments shall accrue interest at the rate of One (1%) percent per month or Eighteen (18%) percent per annum. The Association shall have the right, following imposition of any fine, to collect the same as a special assessment

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against the unit owner and may further enforce the payment of the fine as a condominium lien against the unit.

(c) Violations under the Declaration, the By-Laws, the Rules of the Association created by these By-Laws, or applicable law, by a unit owner's guests and invitees, shall be enforceable against the unit owner.

ARTICLE VII.

AMENDMENT TO BY-LAWS

Section 1. By-Laws. No amendment to these By-Laws shall take affect unless approved upon the affirmative vote of two-thirds (2/3) of the unit owners entitled to vote as defined herein and in the Declaration of Condominium.

ARTICLE VIII.

COMPLIANCE

These By-Laws are set forth to comply with the requirements of Wisconsin Law and the Wisconsin Condominium Ownership Act. In the event any of these By-Laws conflict with the provisions of that statute, it is hereby agreed and accepted that the provisions of the statute or other applicable law will apply.

Dated this 4th day of May, 2017.

KML CONDOMINIUM OWNERS ASSOCIATION

By: /s/ Toby Watson
Toby Watson

By: /s/ Kim Watson
Kim Watson

By: /s/ Phil Tripoli
Phil Tripoli

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ARTICLES OF ASSOCIATION OF KML CONDOMINIUM OWNERS ASSOCIATION

A Non-profit unincorporated Association

ARTICLE ONE
NAME

The name of this Association shall be KML Condominium Owners Association, U.A.

ARTICLE TWO
PRINCIPAL OFFICE

The principal office of the Association shall be 2808 Kohler Memorial Drive, Suite 1, Sheboygan, Wisconsin 53081. The Association may have such officers as may from time to time be designated by its members or its Board of Directors.

ARTICLE THREE
PURPOSES

The purposes of this Association shall be to provide for the administration, maintenance, preservation and control of certain property situated in the Town of Osceola, Fond du Lac County, Wisconsin, subject to the Declaration of Condominium Ownership and Covenants, Conditions, and Restrictions for the condominium known as KML Condominium filed under the provision of the Wisconsin Unit Ownership Act. This Association is organized and operated exclusively for the stated purposes and for other non-profit purposes and no part of any net earnings shall be for the benefit of any member of the Association.

ARTICLE FOUR
POWERS

The Association shall have all powers allowed pursuant to Section 703, Wisconsin Statutes.

ARTICLE FIVE
MEMBERSHIP AND VOTING RIGHTS

Each record unit 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 a unit, whether existing or proposed, as described in the Declaration aforestated, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership.

The Association shall have one class of voting membership and the owner of each of Units 1 through 12 shall be entitled to one (1) vote only. The Association shall also have one class of non-voting membership and the owners of each of Units 13 through 23 shall not have any voting rights. The vote of any unit owner of record by more than one person or entity shall be exercised as set forth in the Declaration. In no event, however, shall more than one (1) vote attach to the unit.

Further membership provisions shall be set forth in the By-Laws.

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5

ARTICLE SIX
MEETINGS

There shall be an annual meeting of the Association as more particularly specified in either the Declarations or the By-Laws and provisions shall be made for the calling of special meetings to conduct the business of the Association. A quorum at any meeting shall be the attendance by both unit owners.

ARTICLE SEVEN
INITIAL REGISTERED AGENT

The initial registered agent for the Association shall be:

TOBY WATSON
2808 Kohler Memorial Drive, Suite 1
Sheboygan, WI 53081

ARTICLE EIGHT
BOARD OF DIRECTORS

The number of Directors shall be three (3). The initial Board of Directors shall consist of Toby Watson, Kim Watson, and Phil Tripoli.

ARTICLE NINE
INDEMNIFICATION

The Association shall indemnify any present or former director or officer of the Association against expenses actually and necessarily incurred by him or her in the connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been a director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty, but such indemnification shall not be deemed exclusive of any other legal right to which such director or officer may be entitled under any By-Law, agreement, vote of members or otherwise.

ARTICLE TEN
AMENDMENT TO ARTICLES

These articles may be amended by a vote of two-thirds (2/3) of the unit owners with voting rights.

ARTICLE ELEVEN
BY-LAWS

By-Laws shall be adopted. Such By-Laws may be amended in the same manner as amendments may be made to these Articles. Such amendments shall be binding upon all members.

ARTICLE TWELVE
DISSOLUTION OF ASSOCIATION

This Association shall be dissolved only under circumstances consistent with the Wisconsin Unit Ownership Act.

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Executed at Sheboygan, Wisconsin, this 4th day of May, 2017.

KML CONDOMINIUM OWNERS ASSOCIATION

By: /s/ Toby Watson
Toby Watson

By: /s/ Kim Watson
Kim Watson

By: /s/ Phil Tripoli
Phil Tripoli

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5

ESTIMATED OPERATING EXPENSES FOR

KML CONDOMINIUM

_____, 2017 to _____, 2018

		Annual
INSURANCE	Fire and extended coverage plus liability insurance. Owner must purchase own coverage for furniture, fixtures, furnishings, personal property and public liability within its unit.	$9,000.00
MAINTENANCE	Lawn Care and Snow Removal	$2,400.00
	Waste Removal	$1,500.00
	Electricity (common)	$1,200.00
	Common Area Maintenance	$2,800.00
Reserves for Capital Expenses		$11,960.00
Total Annual		$28,860.00

Expenses will be paid by Unit Owners based on their percentage interest in the Common Elements as set forth in Article III, Section 3.1 of the Declaration of Condominium.

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STATEMENT OF CONDOMINIUM LIEN

This is to certify that _____owner(s) of unit _____ in building _____ in KML 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 attorneys fees.

KML 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 Fond du Lac County, Wisconsin along with the appropriate filing fee to be effective.

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5

STATUTORY RESERVE ACCOUNT STATEMENT FOR KML CONDOMINIUM

THE DECLARANT herein, South Pier, LLC makes the following statement regarding a Sec. 703.163, Wis. Stats. "statutory reserve account".

1. The Declarant has not established a "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 at Sheboygan, Wisconsin this 4th day of May, 2017

SOUTH PIER, LLC

By: /s/ Toby Tyler Watson
Toby Tyler Watson

STATE OF WISCONSIN)
: SS
SHEBOYGAN COUNTY)

Personally came before me, this 4th day of May, 2017, Toby Tyler Watson, Member of the above named limited liability company, to me known to be the person who executed the foregoing instrument as such officers of said limited liability company

/s/ Joshua D. McKinley

Notary Public, Sheboygan County, WI
My Commission (expires) (is) permanent.

This Document Drafted By:
OLSEN, KLOET, GUNDERSON & CONWAY
By: Attorney Joshua D. McKinley
602 North 6th Street
Sheboygan, WI 53081
Telephone: 920-458-3701

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5

Legal Description:

Lot 2, Certified Survey Map No. 7950, recorded in Volume 59, Page 60, Certified Survey Maps, Fond du Lac County Register of Deeds Office as Document No. 1044676 and being part of the Northeast 1/4 of the Southeast 1/4, Section 27, T. 14 N.-R. 19 E., Town of Osceola, Fond du Lac County, Wisconsin.

Tax Key No. T16-14-19-27-13-029-00

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5

JAMES O. CONWAY
JOSEPH J. VOELKNER
CORRADO CIRILLO
JOSHUA D. McKINLEY
ALVIN R. KLOET (OF COUNSEL)
JOHN N. GUNDERSON (OF COUNSEL)

OLSEN, KLOET, GUNDERSON & CONWAY

ATTORNEYS AT LAW

602 NORTH 6TH STREET
SHEBOYGAN, WI 53081-4695

May 24, 2017

Dr. Toby Watson
KML Condominium
2808 Kohler Memorial Drive, Suite 1
Sheboygan, WI 53081

RE: KML Condominium

Dear Dr. Watson:

We have received notification from the Fond du Lac County Register of Deeds office that there was one typo in the Declaration for KML Condominium.

The error was located in Section 2.3 of the Declaration. We mistakenly referred to the south west half of Pier #2, but should have referred to Pier #1. We have corrected the error with a first amendment. Please sign the amendment where indicated and forward back to my attention in the enclosed envelope, I will authenticate your signature and immediately forward it to the Fond du Lac County Register of Deeds office.

I apologize for this error on our part, and should you have any questions, please feel free to contact me.

Yours truly,

OLSEN, KLOET, GUNDERSON & CONWAY

Joshua D. McKinley

JDM/jlj
Enclosure

TELEPHONE 920-458-3701 EMAIL: MAIL@OLSENKLOETLAW.COM FAX 920-459-2725

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5

JAMES O. CONWAY
JOSEPH J. VOELKNER
CORRADO CIRILLO
JOSHUA D. McKINLEY
ALVIN R. KLOET (OF COUNSEL)
JOHN N. GUNDERSON (OF COUNSEL)

OLSEN, KLOET, GUNDERSON & CONWAY
ATTORNEYS AT LAW

602 NORTH 6TH STREET
SHEBOYGAN, WI 53081-4695

June 12, 2017

Dr. Toby Watson
2808 Kohler Memorial Drive
Sheboygan, WI 53081

RE: KML Condominium Owners Association, U.A.

Dear Dr. Watson:

Enclosed for your safekeeping, please find the original First Amendment to KML Condominium which has been recorded with the Register of Deeds office for Fond du Lac County.

If you have any questions please feel free to contact me.

Very truly yours,

OLSEN, KLOET, GUNDERSON & CONWAY

Joshua D. McKinley

JDM/jlj
Enclosure

TELEPHONE 920-458-3701 EMAIL: MAIL@OLSENKLOETLAW.COM FAX 920-459-2725

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5

30

DOC# 1084875
Recorded
June 05, 2017 12:39 PM
JAMES H KREBS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: $30.00

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

FIRST AMENDMENT TO
KML CONDOMINIUM

THIS AMENDMENT to the Declaration of Condominium Ownership and covenants, Conditions and Restrictions for KML Condominium is made by the undersigned owner who is also the Declarant pursuant to the Declaration of said Condominium, the By-Laws thereof, and the Wisconsin Condominium Ownership Act (Chapter 703, Wis. Stats.). The original Declaration is filed with the Fond du Lac County Register of Deeds as Document No. 1083632 and the original Plat of said Condominium is filed as Document No. 1083633.

RECITALS

Section 2.3 is amended to read as follows:

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 Fond du Lac 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 south west half of Pier #1 as shown on Exhibit One (1), together with any additional piers that the Association may elect to construct from time to time, shall be common elements to be used by such persons, for such purposes, and in such a manner as shall be authorized by the Association. Common elements also include, without limitation, green space, waterfront, parking lots, walkways, stairs, electrical closets,

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furnace rooms, utility rooms, storage rooms, bathrooms, propane tanks, and wells which are identified as common elements on Exhibit One (1). The owners of each unit shall have an undivided interest as tenants in common in the common elements as hereinafter described in this Declaration.

Dated this 28 day of May, 2017

South Pier, LLC

By: _____
Toby Watson, Member

AUTHENTICATION

Signature Toby Watson
Authenticated this 2nd day of June, 2017.

_____
* Joshua D. McKinley
TITLE: MEMBER STATE BAR OF WISCONSIN

This Declaration Drafted by:
Olsen, Kloet, Gunderson & Conway
By: Attorney Joshua D. McKinley

POST OFFICE ADDRESS:
602 North 6th Street
Sheboygan, WI 53081
Telephone: (920) 458-3701
Facsimile: (920) 459-2725

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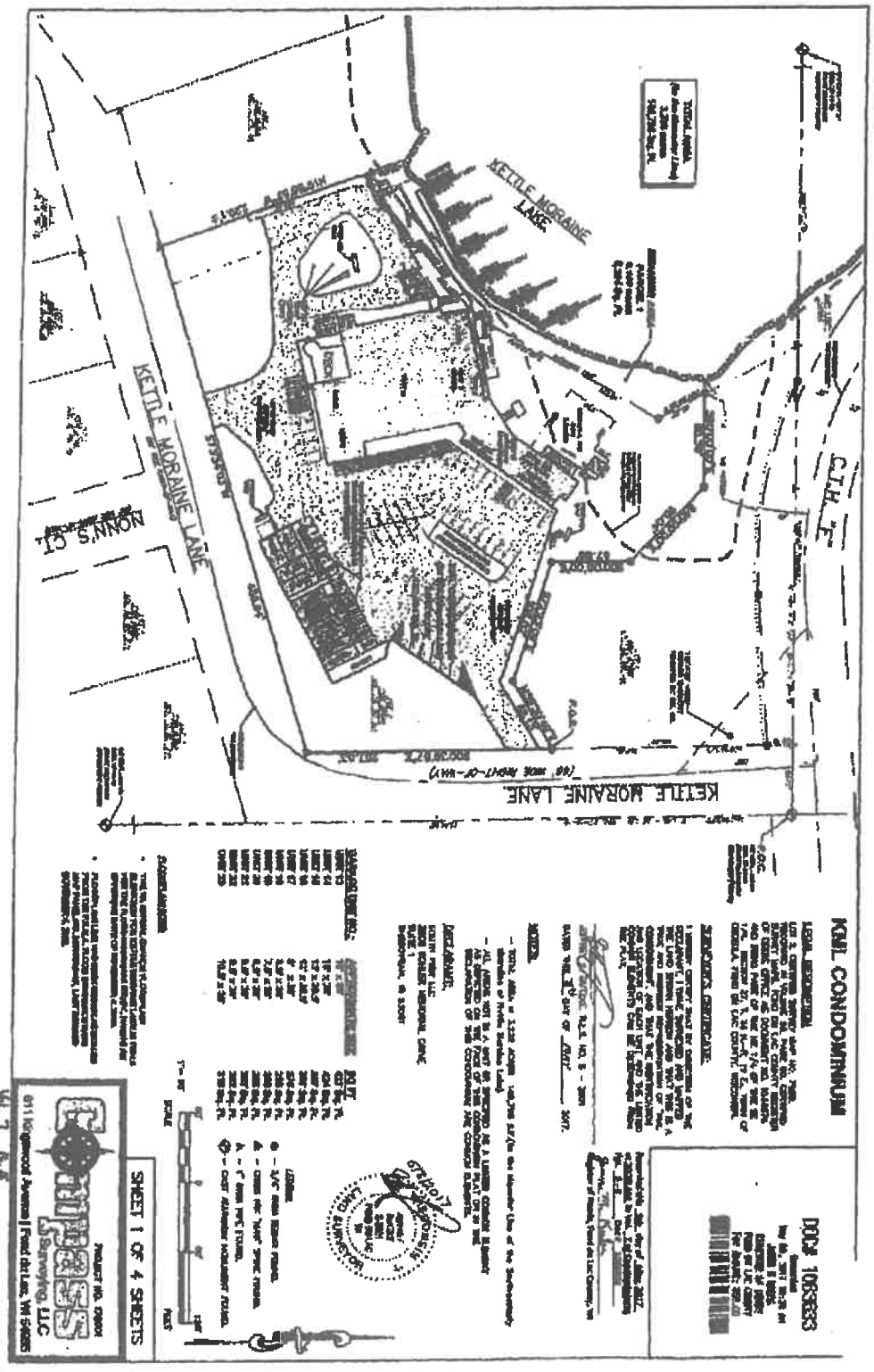
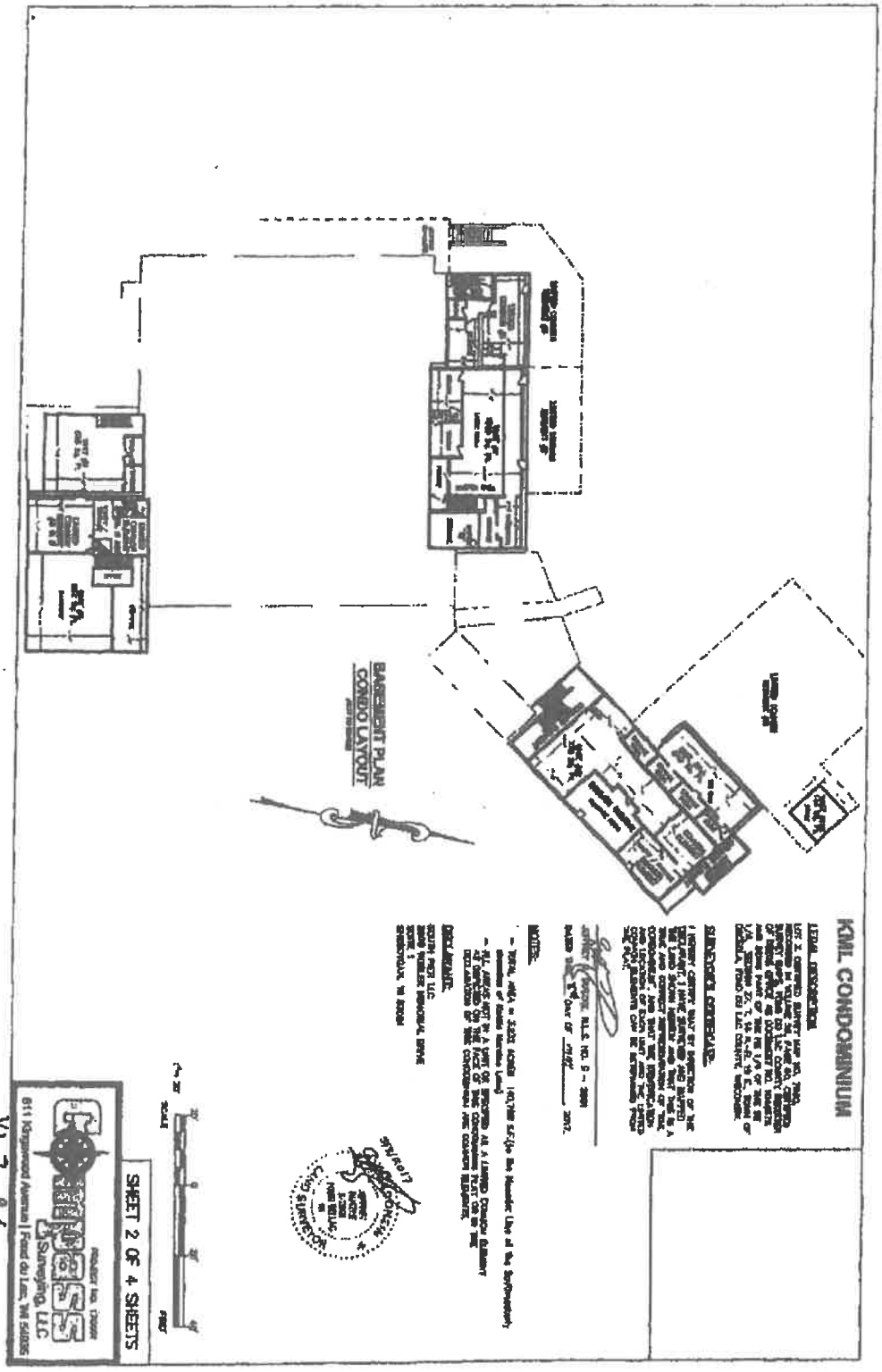


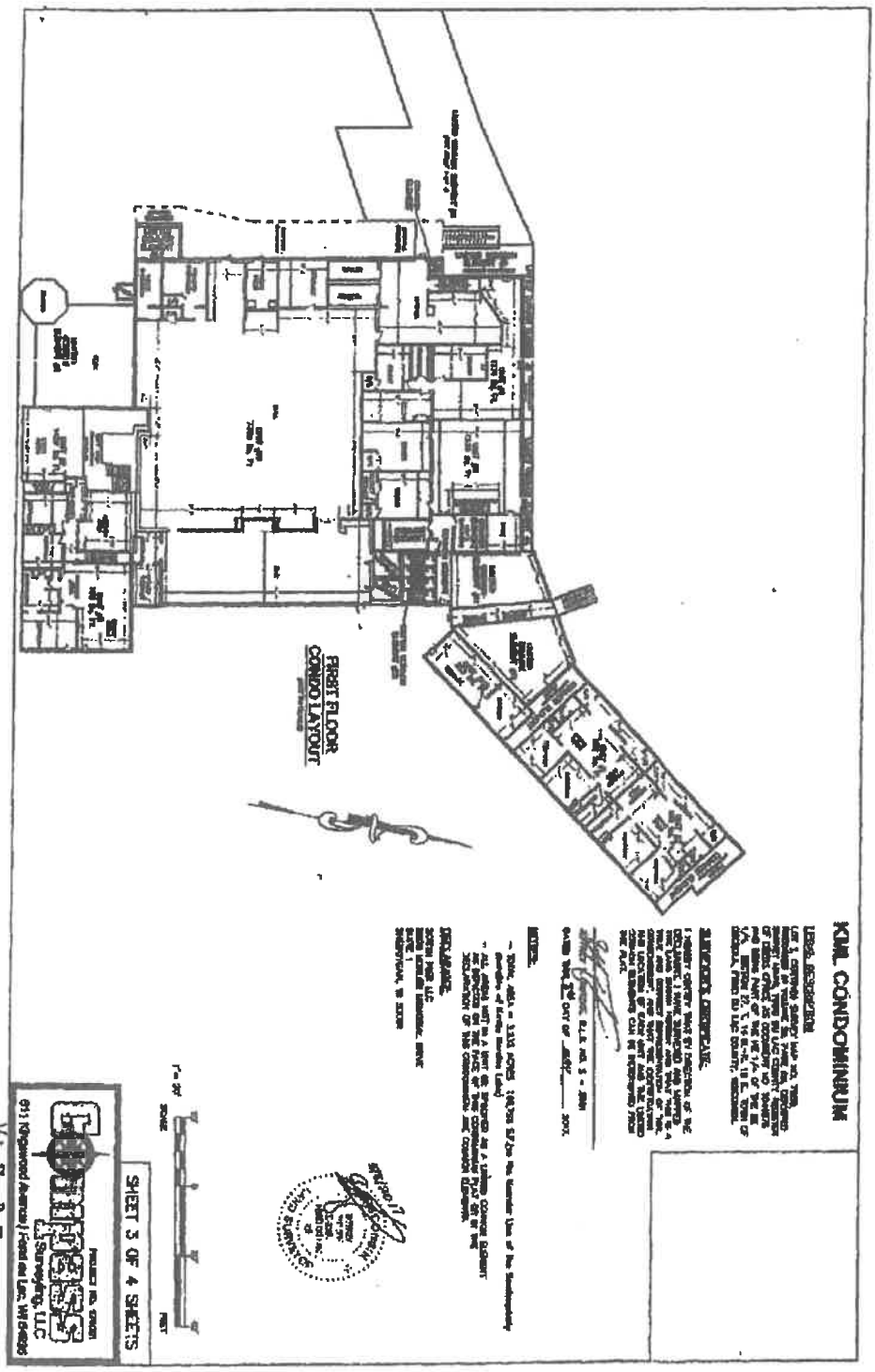
EXHIBIT
A

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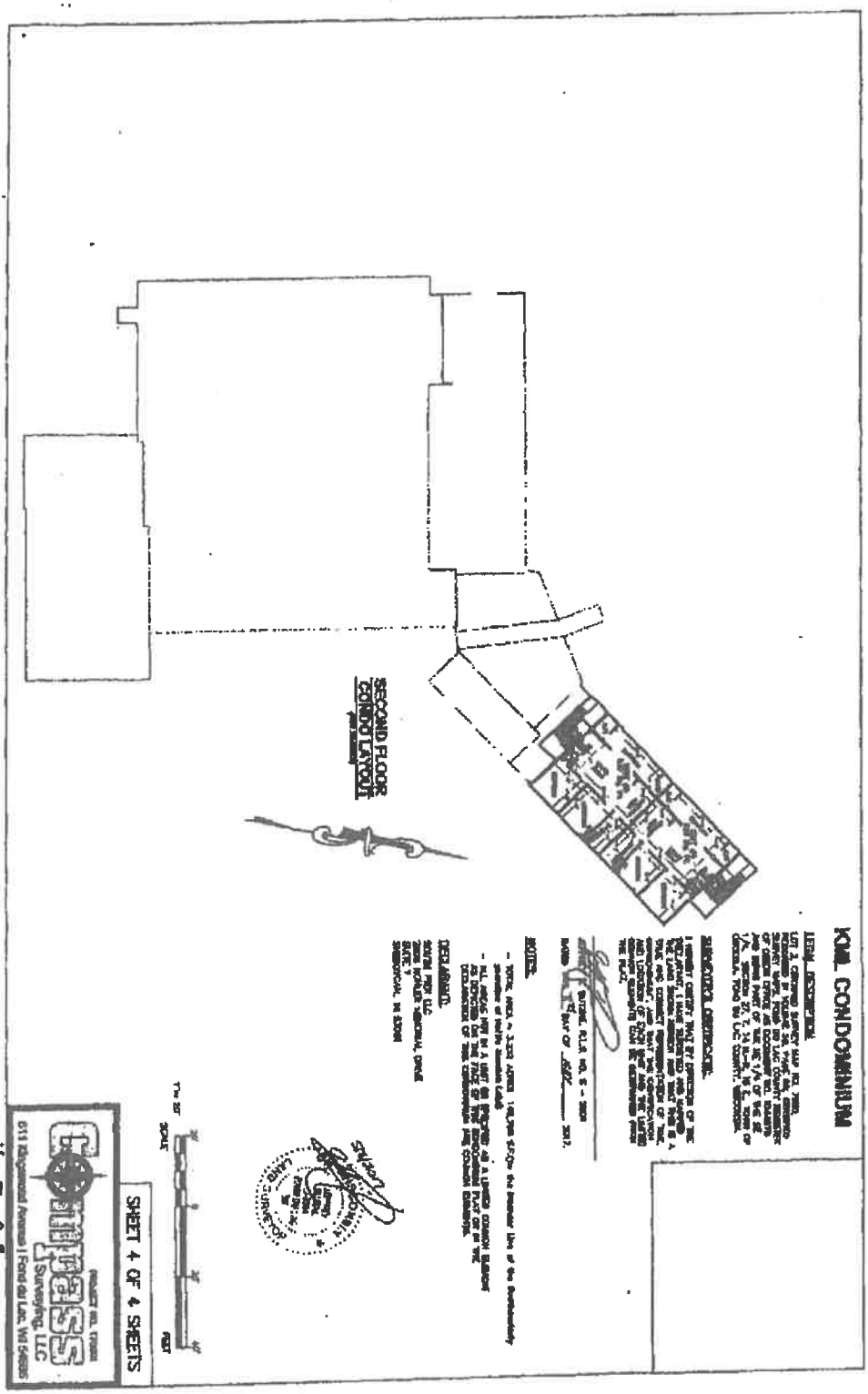


Vol 7 @ 2

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Vol. 7 8-8

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5

FILING FEE $15.00
☑ OPTIONAL EXPEDITED SERVICE + $25.00

DO NOT STAPLE

Sec. 184.10
Wis. Stats.

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services

UNINCORPORATED NONPROFIT ASSOCIATION – APPOINTMENT OF AGENT

1. Name of the unincorporated nonprofit association:

KML Condominium Owners Association, U.A.

(Name must include the words "unincorporated association," "unincorporated assoc." or end with the abbreviation "U.A." or "UA".)

2. Address of the association:

2808 Kohler Memorial Drive, Suite 1, Sheboygan, WI 53081

(including street name and number, if any, city, state and ZIP code)

3. Name and address of the person in this state authorized to receive service of process on behalf of the association:

Name: Toby Watson

Address: 2808 Kohler Memorial Drive, Suite 1, Sheboygan, WI 53081

(including street name and number, city in Wisconsin, and ZIP code)

4. The person named in this statement has accepted the appointment to act as agent to receive service of process on behalf of the association.

5. Check the box below if this statement amends a previously filed appointment of agent to receive service of process.

☐ This statement supersedes and takes the place of any original, amended or restated statement previously filed.

6. Date: 05/04/2017

(Signature)

Agent

Title:
a person authorized to manage the affairs of the association.

SIGN HERE

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5

PERMANENT LIMITED EASEMENT

Exempt from filing transfer form (s. 77.21(1), 77.22(1) Wis. Stats.]
lpa155204/2016 (replaces lpa1552 08/2011)Ch. 84 Wis. Stats.

THIS EASEMENT, made by **South Pier LLC** -GRANTOR, conveys a permanent limited easement as described below to the **Town of Osceola**, GRANTEE, for the sum of **zero** dollars (**$00**) for the purpose of **Drainage**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

DOC# 1083733
Recorded
May 10, 2017 2:12 PM
JAMES M KREBS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: $30.00

This space is reserved for recording data

Return to

South Pier LLC
2808 Kohler Memorial Drive STE 1
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
T16-14-19-27-13-029-00

Signature 5-4-17 Date

South Pier, LLC, by its Member, Toby Watson
Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

May 4, 2017
Date

State of Wisconsin)
) ss.
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(a).

Signature, Notary Public, State of Wisconsin

Joshua D. McKinley
Print Name, Notary Public, State of Wisconsin

Permanent
Date Commission Expires

Project ID
16739

This instrument was drafted by
Peter A. Kuen

Parcel No.
1

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5

Project: **16739**
Parcel No. **Town of Osceola Drainage**
Interest **Permanent Limited Easement**

A 30 foot wide **PERMANENT LIMITED DRAINAGE EASEMENT (PLE)** for the right to construct and maintain a drainage facility, such drainage facility not to exceed ten (10') feet in width, including for such purposes the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the township authorities may deem necessary or desirable, for the township project to the following lands described below in Fond du Lac County, Wisconsin. The PLE shall be constructed and maintained so as to avoid unreasonable interference with the adjoining driveway and boat ramp. The PLE shall not preclude Grantor and/or its assigns from constructing, maintaining, improving, or paving a driveway and boat ramp on the easement property at the sole expense of Grantor and/or its assigns, provided such driveway and boat ramp do not obstruct the drainage facility. After any construction or repair of the drainage facility, Grantee shall restore the property to substantially the same condition as before the construction or repair at Grantee's sole expense;

A parcel of land being part of Lot 2 of Certified Survey Map Number 7950, being located in the N.E. 1/4 of the S.E. 1/4 of Section 27, Town 14 North, Range 19 East, in the Town of Osceola, Fond du Lac County, Wisconsin and is more particularly described as follows:

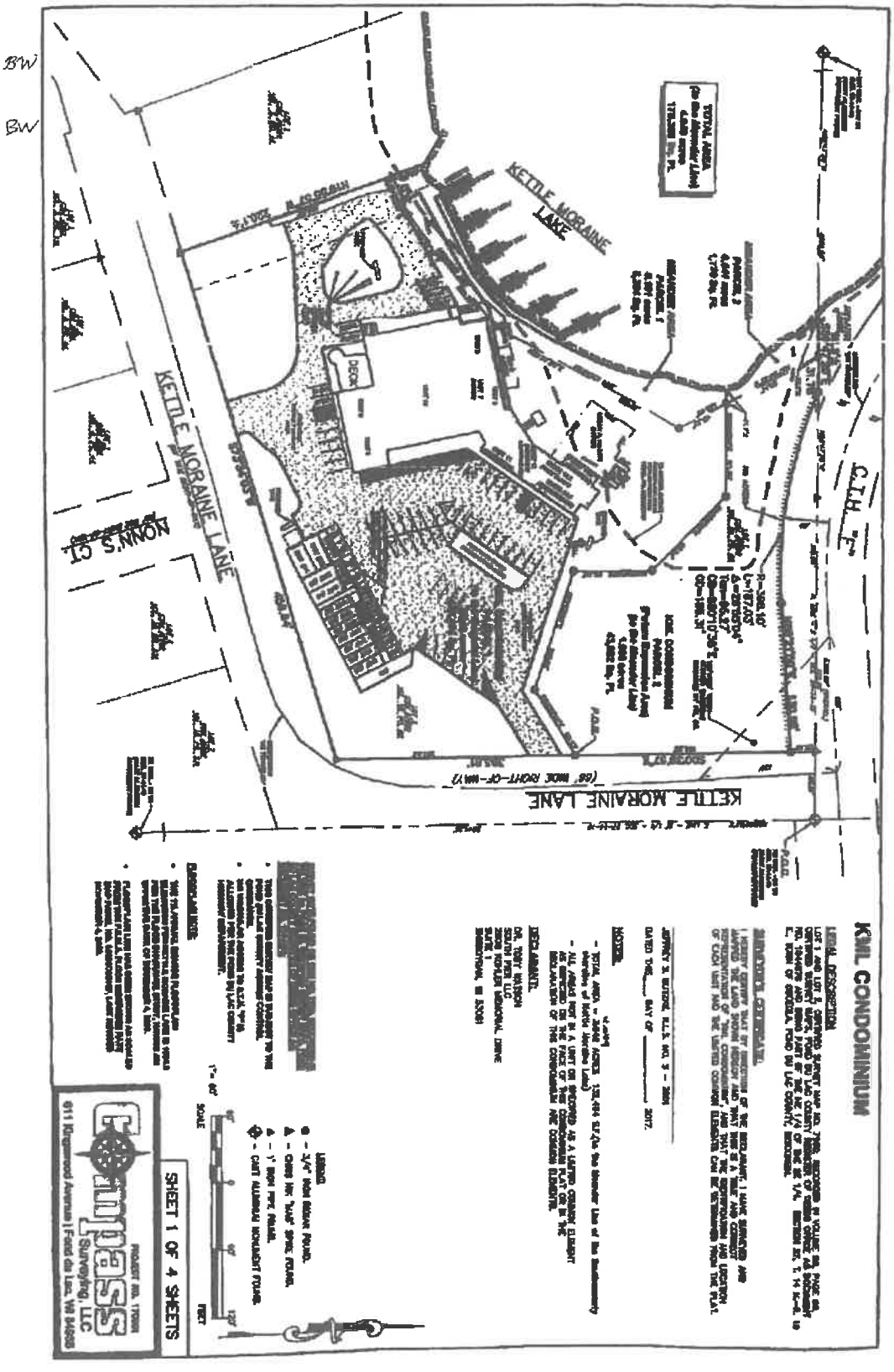
Commencing at the East 1/4 corner of said section 27;
thence North 89°47'20" West along the north line of the S.E. ¼ of said section 27, 60.01 feet;
thence South 00°39'57" East along the west right of way line of Kettle Moraine Lane, 415.98 feet;
thence South 73°34'03" West along the north right of way line of previous mentioned town road, 426.58 feet to the point of beginning of the easement to be described;
thence continuing South 73°34'03" West along the previously mentioned right of way line, 30.06 feet;
thence North 19°55'57" West along the west line of Certified Survey Map Number 7950, 190.27 feet to a meander corner that is South 19°55'57" East 30 feet more or less from the water's edge of Kettle Moraine Lake;
thence North 66°43'37" East along a meander line, 30.05 feet to a meander corner that is located South 19°55'57" East 35 feet more or less from the water's edge of Kettle Moraine Lake;
thence South 19°55'57" East 193.86 feet to the to the point of beginning. Easement contains all land lying between the meander line and water's edge of Kettle Moraine Lake.

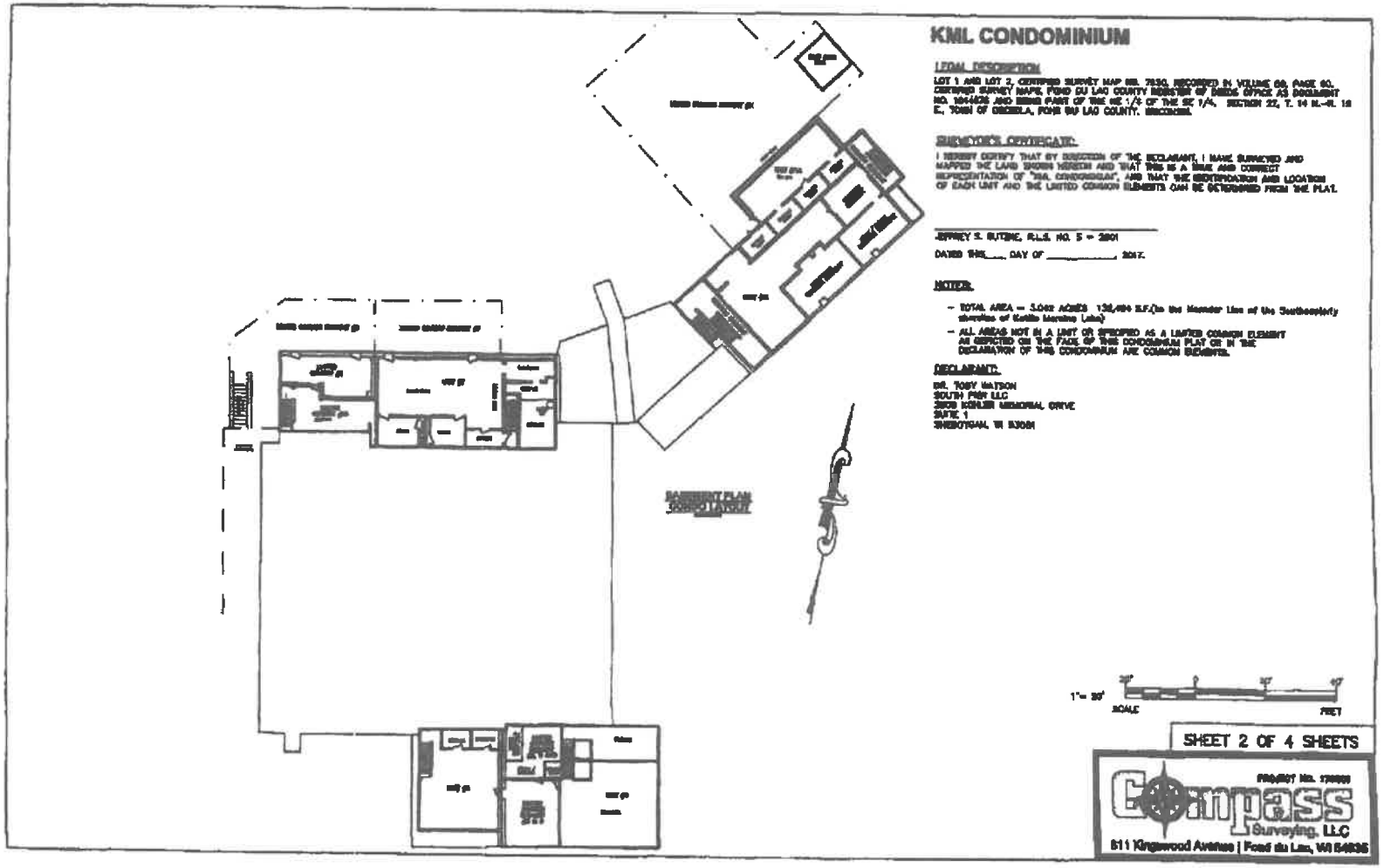
Easement described contains 6,750 square feet more or less of land.

This Document was drafted by:
Peter A. Kuen, Fond du Lac County Surveyor
April 5, 2017

PARCEL 1
South Pier Property

Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5





KML CONDOMINIUM

LEGAL DESCRIPTION

LOT 1 AND LOT 2, CERTIFIED SURVEY MAP NO. 7830, RECORDED IN VOLUME 68, PAGE 60, CERTIFIED SURVEY MAPS, FOND DU LAC COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 1041426 AND BEING PART OF THE NE 1/4 OF THE SE 1/4, SECTION 22, T. 14 N.–R. 18 E., TOWN OF OSCEOLA, FOND DU LAC COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT BY DIRECTION OF THE DECLARANT, I MADE SURVEYED AND MAPPED THE LAND KNOWN HEREIN AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF "KML CONDOMINIUM", AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE LIMITED COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

_____

JEFFREY S. RUTZKE, R.L.S. NO. S – 2801

DATED THIS____ DAY OF _____, 2017.

NOTES:

- TOTAL AREA – 3.002 ACRES 130,804 S.F.(to the Meander Line of the Southeasterly shoreline of Kettle Moraine Lake)
- ALL AREAS NOT IN A UNIT OR SPECIFIED AS A LIMITED COMMON ELEMENT AS DEPICTED ON THE FACE OF THIS CONDOMINIUM PLAT OR IN THE DECLARATION OF THIS CONDOMINIUM ARE COMMON ELEMENTS.

DECLARANT:

MR. TOBY WATSON
SOUTH PARK LLC
3500 KOHLER MEMORIAL DRIVE
SUITE 1
SHEBOYGAN, WI 53081

PARKING PLAN

1"= 30'
SCALE
FEET

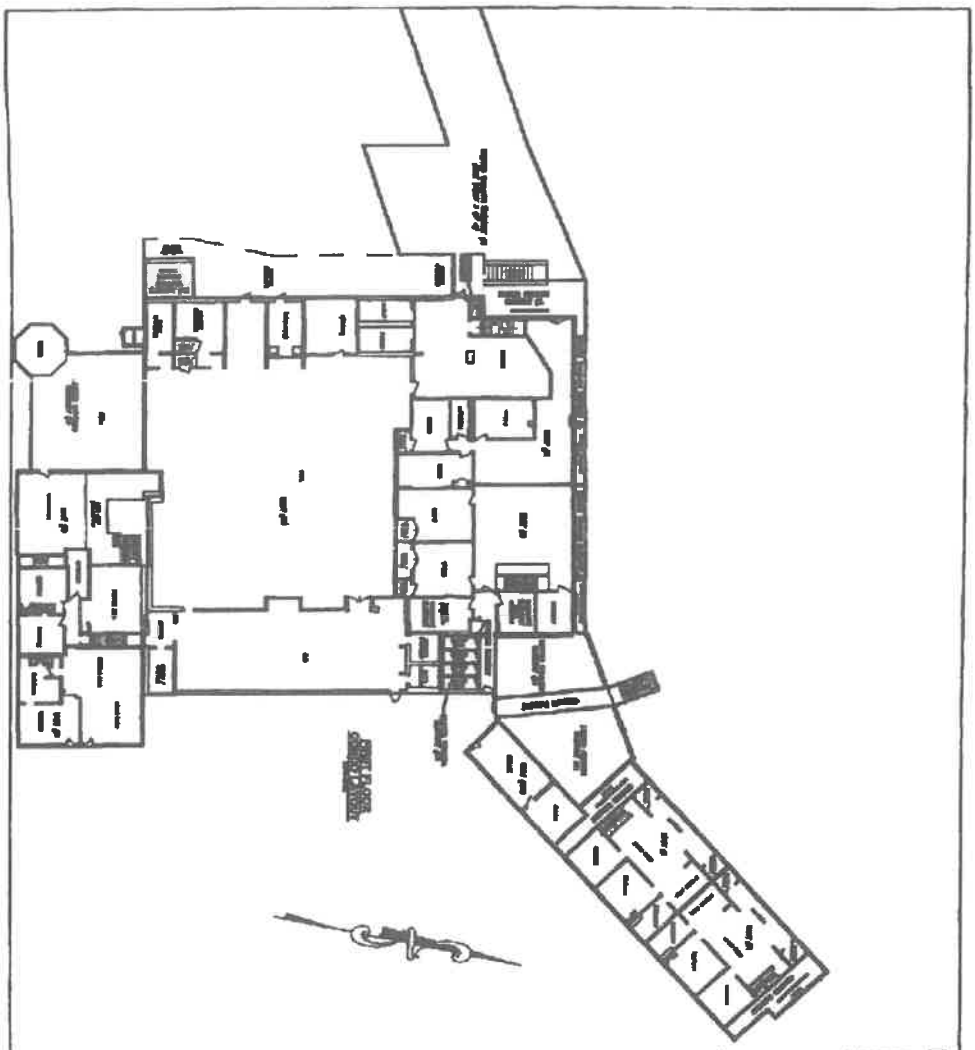
SHEET 2 OF 4 SHEETS

PROJECT No. 170809

Compass Surveying, LLC
811 Kingswood Avenue | Fond du Lac, WI 54935

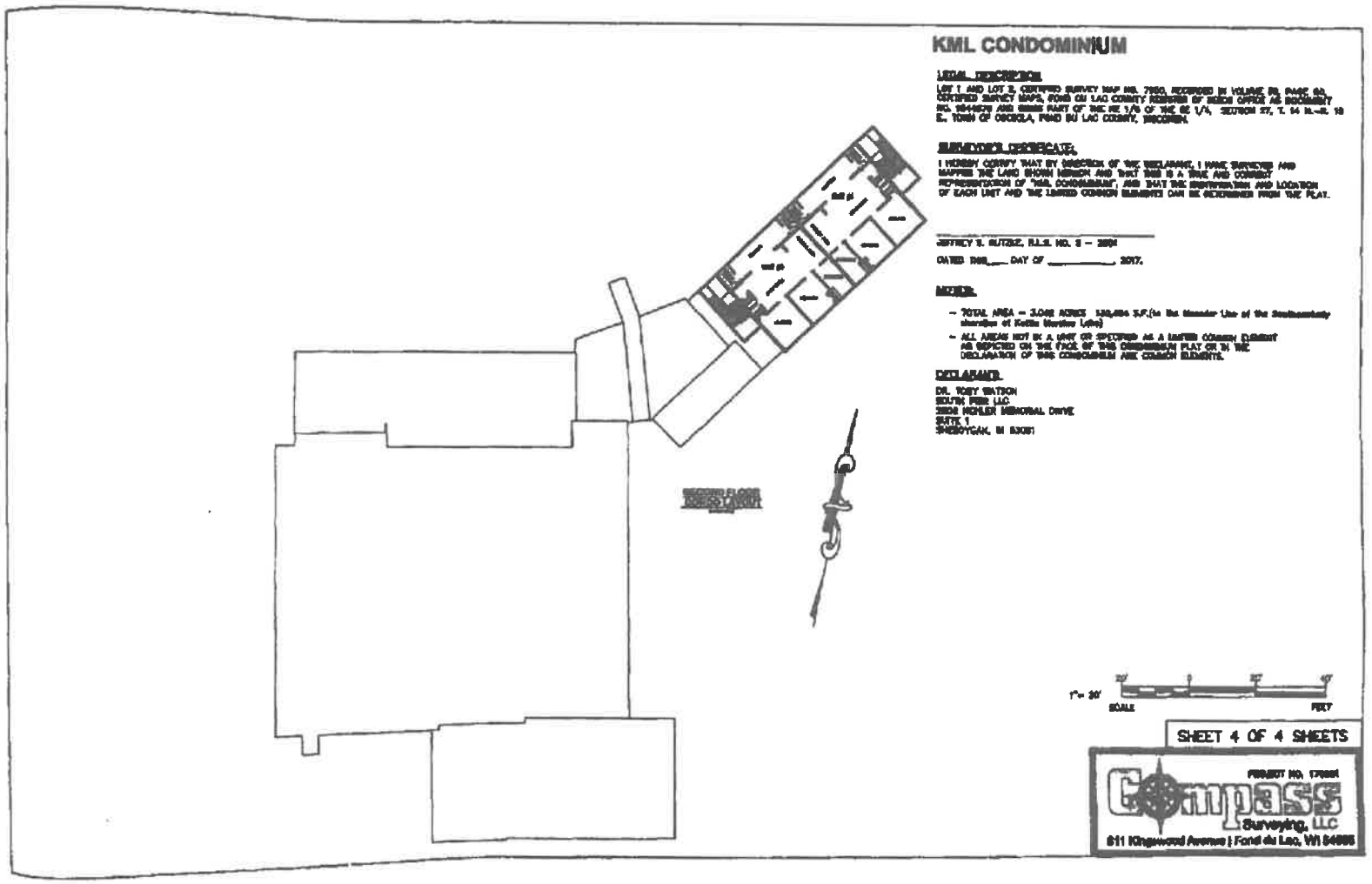
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Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5



KML CONDOMINIUM

SHEET 3 OF 4 SHEETS



Docusign Envelope ID: BB7B9F27-C2E7-869C-82B4-7CE18EAEDCF5