CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR 928-930 ESSLINK LANE CONDOMINIUM

Document Number

Document Title

VOL 1627 PAGE 052

1526196

SHEBOYGAN COUNTY, WI
RECORDED ON

12-02-1998 10:19 AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 34.00
TRANSFER FEE:

006969 0004

Recording Area

Name and Return Address

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For Exhibit see Vol 13 of Condos Page 235, Doc. No. 1526195

Lot 3, Navis Rolling Meadows, Village of Cedar Grove, Sheboygan County, Wisconsin;

Now Known As Unit A and Unit B, 928-930 Esslink Lane Condominium, Village of Cedar Grove, Sheboygan County, Wisconsin.

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CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR 928-930 ESSLINK LANE CONDOMINIUM

THIS DECLARATION IS MADE PURSUANT TO THE CONDOMINIUM OWNERSHIP ACT OF THE STATE OF WISCONSIN, CHAPTER 703 OF THE WISCONSIN STATUTES (HEREINAFTER SOMETIMES REFERRED TO AS THE "ACT") THIS 1st DAY OF Dec., 1998, BY JDN PROPERTIES, LLC, HEREINAFTER REFERRED TO AS "DECLARANT").

1. STATEMENT OF DECLARATION

THE PURPOSE OF THIS DECLARATION IS TO SUBMIT THE LANDS HEREINAFTER DESCRIBED AND THE IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED THEREON TO THE CONDOMINIUM FORM OF OWNERSHIP IN THE MANNER PROVIDED IN THE ACT AND THIS DECLARATION.

DECLARANT DECLARES THAT HE IS THE OWNER OF THE REAL PROPERTY DESCRIBED IN SECTION 3 HEREOF, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON (HEREINAFTER DESCRIBED AS THE PROPERTY") WHICH IS HEREBY SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP AS PROVIDED IN THE ACT AND THIS DECLARATION, AND WHICH PROPERTY SHALL BE HELD, CONVEYED, DEVISED, LEASED, ENCUMBERED, USED, IMPROVED, AND IN ALL RESPECTS OTHERWISE AFFECTED SUBJECT TO THE PROVISIONS, CONDITIONS, COVENANTS, RESTRICTIONS, AND EASMENTS OF THIS DECLARATION AND THE ACT. ALL PROVISIONS HEREOF SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL CONSTITUTE BENEFITS AND BURDENS TO THE DECLARANT, HIS SUCCESSORS AND ASSIGNS, AND TO ALL PARTIES HEREAFTER HAVING ANY INTEREST IN THE PROPERTY.

2. NAME AND ADDRESS

THE AFORESAID REAL ESTATE AND ALL BUILDINGS AND IMPROVEMENTS THEREON AND THERETO SHALL BE KNOWN AS **928-930 ESSLINK LANE CONDOMINIUM. THE ADDRESS OF THE CONDOMINIUM IS 928-930 ESSLINK LANE, CEDAR GROVE, WI 53013.**

3. LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, ALSO DESCRIBED IN THE CONDOMINIUM PLAT ATTACHED HERETO AS EXHIBIT "A", IS HEREBY SUBJECTED TO THE PROVISIONS OF THIS DECLARATION:

Lot 3, Navis Rolling Meadows, Village of Cedar Grove, Sheboygan County, Wisconsin.

4. DESCRIPTION AND LOCATION OF BUILDING.

THERE SHALL BE ONE MAIN BUILDING ON THE REAL ESTATE DESCRIBED IN SECTION 3 ABOVE, WHICH BUILDING SHALL CONTAIN TWO (2) UNITS. SAID BUILDING IS ONE (1) STORY IN HEIGHT, HAS SEPARATE FULL BASEMENTS, AND IS CONSTRUCTED PRINCIPALLY AS A WOOD FRAME BUILDING WITH ALUMINUM SIDING AND ROOF COVERED WITH ASPHALT COMPOSITION ROOFING SHINGLES. THE BUILDING IS TO BE LOCATED ON THE REAL ESTATE AS INDICATED IN THE CONDOMINIUM PLAT MARKED EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF THIS DECLARATION.

THE BUILDING AND UNITS ARE MORE FULLY DESCRIBED IN THE BUILDING AND FLOOR PLANS ATTACHED HERETO AS PART OF THE CONDOMINIUM PLAT.

5. DEFINITION AND DESCRIPTION OF UNITS

5.1 DEFINITION. A UNIT (INCLUDING GARAGE) IS THAT PART OF THE BUILDING INTENDED FOR INDIVIDUAL, PRIVATE USE, COMPRISED OF ONE OR MORE CUBICLES OF AIR AT ONE OR MORE LEVELS OF SPACE HAVING OUTER BOUNDARIES FORMED BY THE INTERIOR SURFACES OF THE INTERIOR WALLS, FLOORS, CEILINGS, WINDOWS, WINDOW FRAMES, DOORS AND DOOR FRAMES OF THE UNITS, AND THE BASEMENT AREA WITHIN A UNIT, WITH THE BASEMENT FLOOR BOUNDARY EXTENDING TO THREE (3) INCHES BENEATH THE SURFACE OF THE FLOOR, AS SAID BOUNDARIES ARE SHOWN IN THE CONDOMINIUM PLAT ATTACHED HERETO, TOGETHER WITH ALL FIXTURES AND IMPROVEMENTS THEREIN CONTAINED.

5.2 IDENTIFICATION. EACH UNIT IS ALPHABETICALLY DESIGNATED AS SET FORTH IN THE CONDOMINIUM PLAT ATTACHED HERETO. IN ADDITION, EACH UNIT HAS A DESIGNATED STREET ADDRESS WHICH IS NOT SHOWN ON THE CONDOMINIUM PLAT. UNIT A IS COMMONLY KNOWN AS 930 ESSLINK LANE, CEDAR GROVE, WI 53013, AND UNIT B IS COMMONLY KNOWN AS 928 ESSLINK LANE, CEDAR GROVE, WI 53013. THE APPROXIMATE AREA OF EACH UNIT, NUMBER OF ROOMS, IMMEDIATE COMMON ELEMENTS TO WHICH THE UNITS HAVE ACCESS, AND FURTHER DETAILS IDENTIFYING AND DESCRIBING THE UNITS ARE SET FORTH IN THE CONDOMINIUM PLAT.

6. COMMON ELEMENTS AND FACILITIES

6.1 DESCRIPTION. THE COMMON ELEMENTS AND FACILITIES SHALL CONSIST OF ALL OF NAVIS ROLLING MEADOWS CONDOMINIUM IMPROVEMENTS AND APPURTENANCES, EXCEPT THE INDIVIDUAL UNITS AND FIXTURES THEREIN, AS DEFINED HEREUNDER, AND SHALL INCLUDE, WITHOUT LIMITATION, THE LAND ON WHICH THE BUILDING IS LOCATED; BUILDING EXTERIORS, BEARING WALLS, FLOORS AND CEILINGS (EXCEPT THE INTERIOR SURFACES THEREOF, WHICH FORM THE OUTER BOUNDARIES OF A UNIT); ROOFS, FOUNDATIONS, PIPES, DUCTS, ELECTRICAL WIRING AND CONDUIT, UTILITY SERVICE, PUBLIC UTILITY LINES, WATER AND SEWER LATERALS, OUTSIDE WALLS, GIRDERS, BEAMS AND SUPPORTS, AND THE WALKS, DRIVEWAYS, OUTDOOR PARKING AREAS, AND LANDSCAPING COMPRISING THE CONDOMINIUM PROPERTY.

6.2 EASEMENTS. EACH UNIT OWNER SHALL HAVE A VALID, EXCLUSIVE EASEMENT TO THE SPACE BETWEEN THE INTERIOR AND EXTERIOR WALLS AND TO THE CENTER OF THE COMMON WALLS WITH THE ADJOINING UNIT FOR PURPOSES OF ADDING ADDITIONAL UTILITY OUTLETS, WALL HANGINGS, ERECTION OF NON-WEIGHT BEARING PARTITION WALLS, AND THE LIKE, WHERE SPACE BETWEEN THE WALLS MAY BE NECESSARY FOR SUCH USES; PROVIDED THAT THE UNIT OWNER SHALL DO NOTHING TO IMPAIR THE STRUCTURAL INTEGRITY OF THE BUILDING OR THE SOUNDPROOFING OF COMMON WALLS BETWEEN THE UNITS, AND PROVIDED FURTHER THAT THE COMMON WALLS AND FACILITIES BE RESTORED TO THEIR FORMER CONDITION BY THE UNIT OWNER AT HIS/HER SOLE EXPENSE UPON COMPLETION OR TERMINATION OF THE USE REQUIRING THE EASEMENT. EASEMENTS ARE HEREBY GRANTED AND DECLARED FOR THE BENEFIT OF THE UNIT OWNERS

AND THE ASSOCIATION OF UNIT OWNERS (HEREINAFTER DESCRIBED) FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF COMMON UTILITY SERVICES IN AND ON ANY PART OF THE COMMON ELEMENTS OR UNITS.

7. LIMITED COMMON ELEMENTS.

7.1. DESCRIPTION. A PORTION 0F THE COMMON ELEMENTS AND FACILITIES ARE DESIGNATED AS "LIMITED COMMON ELEMENTS", AS SHOWN IN THE CONDOMINIUM PLAT. SUCH LIMITED COMMON ELEMENTS SHALL BE RESERVED FOR THE EXCLUSIVE USE OF THE OWNER OR OCCUPANT OF THE UNIT TO WHICH THEY ARE APPURTENANT, TO THE EXCLUSION OF THE OTHER UNIT OF THE CONDOMINIUM. SUCH LIMITED COMMON ELEMENTS CONSIST OF THE GARAGE, PATIOS, AND SUCH OTHER LIMITED COMMON ELEMENTS AS MAY BE IDENTIFIED IN THE CONDOMINIUM PLAT.

7.2. USE. THE MANNER OF USE OF THE LIMITED COMMON ELEMENTS SHALL BE GOVERNED BY THE BY-LAWS OF, AND SUCH RULES AND REGULATIONS AS MAY BE ESTABLISHED BY, THE ASSOCIATION OF UNIT OWNERS, AND NO UNIT OWNER SHALL ALTER, REMOVE, REPAIR, DECORATE, LANDSCAPE, OR ADORN ANY LIMITED COMMON ELEMENTS, OR PERMIT SUCH, IN ANY MANNER CONTRARY TO SUCH BY-LAWS AND RULES AND REGULATIONS. NO MAJOR STRUCTURAL CHANGES OR ALTERATIONS SHALL BE MADE BY ANY UNIT OWNER TO ANY OF THE LIMITED COMMON ELEMENTS WITHOUT THE PRIOR APPROVAL OF THE ASSOCIATION, WHICH APPROVAL MAY BE GIVEN UPON SUCH TERMS AND CONDITIONS AS THE ASSOCIATION DEEMS APPROPRIATE.

8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMIT COMMON ELEMENTS.
EACH UNIT OWNER SHALL OWN AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS AS A TENANT IN COMMON WITH THE OTHER UNIT OWNER AND, EXCEPT AS OTHERWISE LIMITED IN THE DECLARATION, SHALL HAVE THE RIGHT TO USE AND OCCUPY THE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS FOR ALL PURPOSES INCIDENT TO THE USE AND OCCUPANCY OF HIS/HER UNIT AS A PLACE OF RESIDENCE, AND SUCH OTHER INCIDENTAL USES PERMITTED BY THIS DECLARATION, WHICH RIGHTS SHALL BE APPURTENANT TO AND RUN WITH HIS/HER UNIT.
THE PERCENTAGE OF SUCH UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS RELATING TO EACH UNIT AND ITS OWNERS FOR ALL PURPOSES, INCLUDING PROPORTIONATE PAYMENT OF COMMON EXPENSES, SHALL BE FIFTY PERCENT (50%) PER UNIT.

9. ASSOCIATION OF UNIT OWNERS.

9.1 MEMBERSHIPS, DUTIES AND OBLIGATIONS. ALL UNIT OWNERS SHALL BE ENTITLED AND REQUIRED TO BE A MEMBER OF AN ASSOCIATION OF UNIT OWNERS KNOWN AS 928-930 ESSLINK LANE CONDOMINIUM ASSOCIATION (HEREAFTER "ASSOCIATION"), WHICH SHALL BE RESPONSIBLE FOR CARRYING OUT THE PURPOSES OF THIS DECLARATION. SUCH ASSOCIATION MAY BE INCORPORATED AS A NON-PROFIT CORPORATION UNDER THE LAWS OF THE STATE OF WISCONSIN. EACH UNIT OWNER AND THE OCCUPANTS OF THE

UNIT SHALL ABIDE BY AND BE SUBJECT TO ALL THE RULES, REGULATIONS, DUTIES, AND OBLIGATIONS OF THIS DECLARATION AND THE BY-LAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

9.2 VOTING RIGHTS. EACH UNIT SHALL BE ENTITLED TO ONE (1) VOTE AT MEETINGS OF THE ASSOCIATION. ONLY ONE (1) MEMBERSHIP AND ONE (1) VOTE SHALL EXIST FOR EACH UNIT; IF TITLE TO A UNIT IS HELD BY MORE THAN ONE PERSON, THE MEMBERSHIP OF THAT UNIT SHALL BE SHARED BY SUCH OWNERS IN THE SAME PROPORTIONATE INTERESTS AND BY THE SAME TYPE OF TENANCY IN WHICH TITLE TO THE UNIT IS HELD. THE VOTE PERTAINING TO THE UNIT MAY BE SHARED PRO RATA AMONG THE OWNERS, BUT UNANIMOUS AGREEMENT IS CONCLUSIVELY PRESUMED IF ANY ONE OF THEM PURPORTS TO CAST THE ONE VOTE WITHOUT PROTEST BEING MADE PROMPTLY BY ANY OF THE OTHERS TO THE PERSON PRESIDING OVER THE MEETING OR UNTIL ANY ONE OF THE MULTIPLE OWNERS FILES A STATEMENT WITH THE SECRETARY STATING THAT THEREAFTER VOTES MUST BE CAST PRO RATA.THE RESPECTIVE RIGHTS, QUALIFICATIONS, AND OBLIGATIONS OF THE MEMBERS SHALL BE AS SET FORTH IN THE BY-LAWS OF THE ASSOCIATION.

9.3 ASSOCIATION PERSONNEL. THE ASSOCIATION MAY OBTAIN AND PAY FOR THE SERVICES OF ANY PERSON OR ENTITY TO MANAGE ITS AFFAIRS TO THE EXTENT IT DEEMS ADVISABLE FOR THE PROPER OPERATION OF THE CONDOMINIUM. THE ASSOCIATION MAY CONTRACT FOR COMMON SERVICES OR UTILITIES AS MAY BE REQUIRED FOR EACH UNIT.

10. RESIDENTIAL PURPOSE.

ALL BUILDINGS AND THE UNITS THEREIN CONTAINED ARE INTENDED FOR AND RESTRICTED EXCLUSIVELY TO RESIDENTIAL USE AS GOVERNED BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE BY-LAWS OF THE ASSOCIATION.

11. REPAIRS AND MAINTENANCE

11.1 INDIVIDUAL UNITS. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR KEEPING THE INTERIOR OF HIS/HER UNIT AND ALL ITS EQUIPMENT, FIXTURES AND APPURTENANCES IN GOOD ORDER, CONDITION, AND REPAIR AND IT A CLEAN AND SANITARY CONDITION, AND SHALL BE RESPONSIBLE FOR DECORATING, AND KEEPING THE INTERIOR OF THE UNIT IN GOOD REPAIR. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR OR REPLACEMENT OF ANY PLUMBING FIXTURES, WATER HEATERS, FURNACES, DOORS OR WINDOWS (INCLUDING REPLACEMENT OF BROKEN GLASS), SCREENS AND SCREENING, LIGHTING FIXTURES, REFRIGERATORS, HEATING AND AIR CONDITIONING EQUIPMENT, DISHWASHERS, DISPOSALS, LAUNDRY EQUIPMENT SUCH AS WASHERS AND DRYERS, RANGES, OR OTHER EQUIPMENT WHICH MAY BE IN, OR CONNECT WITH, THE UNIT.

11.2. COMMON ELEMENTS AND FACILITIES. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MANAGEMENT AND CONTROL OF THE COMMON ELEMENTS

AND FACILITIES AND SHALL CAUSE THE SAME TO BE KEPT IN GOOD, CLEAN, ATTRACTIVE, AND SANITARY CONDITION, ORDER AND REPAIR. WITHOUT IN ANY WAY LIMITING THE FOREGOING, THIS SHALL INCLUDE ALL PAINTING, REPAIR AND MAINTENANCE OF BUILDING AND GARAGE EXTERIORS, WALLS AND ROOFS, REPAIRS AND MAINTENANCE OF WALKS AND DRIVES AND MAINTENANCE OF ALL LANDSCAPING.
THE PERCENTAGE OF SUCH UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS RELATING TO EACH UNIT AND ITS OWNER FOR ALL PURPOSES, INCLUDING PROPORTIONATE PAYMENT OF COMMON EXPENSES, SHALL BE FIFTY PERCENT (50%) PER UNIT.

11.3. PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A UNIT OWNER SHALL NOT, WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE ASSOCIATION, MAKE OR PERMIT TO NE MADE ANY STRUCTURAL ALTERATIONS, CHANGES, OR IMPROVEMENTS TO HIS/HER UNIT, OR TO THE EXTERIOR OF THE BUILDING AR ANY COMMON OR LIMITED COMMON ELEMENTS AND FACILITIES. A UNIT OWNER SHALL NOT PERFORM, OR ALLOW TO BE PERFORMED, ANY ACT OR WORK WHICH WILL IMPAIR THE STRUCTURAL SOUNDNESS OR INTEGRITY OF ANY BUILDING, OR THE SAFETY OF THE PROPERTY, OR IMPAIR ANY EASEMENT OR HEREDITAMENT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION.

11.4 ENTRY FOR REPAIRS. THE ASSOCIATION MAY ENTER ANY UNIT AT REASONABLE TIMES AND UNDER REASONABLE CONDITIONS WITH ANY MAINTENANCE, CONSTRUCTION OR REPAIR OF PUBLIC UTILITIES OR FOR ANY OTHER MATTERS FOR WHICH THE ASSOCIATION IS RESPONSIBLE. SUCH ENTRY SHALL BE MADE WITH PRIOR NOTICE TO THE OWNERS, EXCEPT IN THE CASE OF AN EMERGENCY WHEN INJURY OR PROPERTY DAMAGE WILL RESULT FROM DELAYED ENTRY, AND WITH AS LITTLE INCONVENIENCE TO THE OWNER AS PRACTICAL, AND ANY DAMAGE CAUSED THEREBY SHALL BE REPAIRED BY THE ASSOCIATION AND TREATED AS A COMMON EXPENSE EXCEPT AS ALLOCABLE TO AN INDIVIDUAL UNIT OR UNITS.

12. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIOR.

EACH UNIT OWNER SHALL HAVE THE EXCLUSIVE RIGHT TO PAINT, REPAINT, TILE, PANEL, PAPER, OR OTHERWISE REFURNISH AND DECORATE THE INTERIOR SURFACES OF THE WALLS, CEILINGS, FLOORS, AND DOORS FORMING THE BOUNDARIES OF HIS/HER UNIT AND ALL WALLS, CEILINGS, FLOORS, AND DOORS WITHIN SUCH BOUNDARIES, AND TO ERECT PARTITION WALLS OF A NON-STRUCTURAL NATURE; PROVIDED THAT SUCH UNIT OWNER SHALL TAKE NO ACTION WHICH IN ANY WAY WILL MATERIALLY CHANGE ANY COMMON WALL.

13. DESTRUCTION AND RECONSTRUCTION

IN THE EVENT OF A PARTIAL OR TOTAL DESTRUCTION OF A BUILDING OR BUILDINGS, THEY SHALL BE REPAIRED AND REBUILT AS SOON AS PRACTICABLE AND SUBSTANTIALLY TO THE SAME DESIGN, PLAN, AND SPECIFICATIONS AS ORIGINALLY BUILT, UNLESS WITH FIVE (5) DAYS OF THE DATE OF THE DAMAGE OR DESTRUCTION, BY AFFIRMATIVE 100% VOTE OF THE UNIT OWNERS ENTITLED TO BE CAST, IT IS DETERMINED NOT TO REBUILD OR REPAIR. IN SUCH EVENT, THE PROPERTY SHALL BE REMOVED

FROM THE PROVISIONS OF THE CONDOMINIUM OWNERSHIP ACT BY AN INSTRUMENT TO THAT EFFECT DULY RECORDED, AND THE SAME SHALL HAVE AND BE GIVEN EFFECT AS IN THE CASE OF UNANIMOUS REMOVAL FROM THE ACT, PURSUANT TO 703.28 OF THE WISCONSIN STATUTES.
ON RECONSTRUCTION, THE DESIGN, PLAN, AND SPECIFICATIONS OF ANY BUILDING OR UNIT MAY VARY FROM THAT OF THE ORIGINAL UPON APPROVAL OF THE ASSOCIATION, PROVIDED HOWEVER, THAT THE NUMBER OF SQUARE FEET OF ANY UNIT MAY NOT VERY BY MORE THEN TEN PERCENT (10%) FROM THE NUMBER OF SQUARE FEET OF EACH UNIT AS ORIGINALLY CONSTRUCTED, AND THE LOCATION OF THE BUILDINGS SHALL BE SUBSTANTIALLY THE SAME AS PRIOR TO THE DAMAGE OR DESTRUCTION. THE PROCEEDS OF ANY INSURANCE PROVIDED BY THE ASSOCIATION AND COLLECTED FOR SUCH DAMAGE OR DESTRUCTION SHALL BE AVAILABLE TO THE ASSOCIATION FOR THE PURPOSE OF REPAIR OR RECONSTRUCTION, AS PROVIDED IN SECTION 14 HEREOF. THE ASSOCIATION SHALL HAVE THE RIGHT TO LEVY ASSESSMENTS AS A COMMON EXPENSE IN THE EVENT THAT THE PROCEEDS OF ANY INSURANCE COLLECTED ARE INSUFFICIENT TO PAY THE ESTIMATED OR ACTUAL COSTS OF REPAIR OR RECONSTRUCTION.

14 INSURANCE.

THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL PROVIDE AND MAINTAIN FIRE AND BROAD FORM EXTENDED COVERAGE INSURANCE ON THE BUILDINGS AND ANY PORTION THEREOF IN ANY AMOUNT NOT LESS THAN THE FULL REPLACEMENT VALUE OF THE BUILDINGS FROM TIME TO TIME. SUCH INSURANCE SHALL BE OBTAINED IN THE NAME OF THE ASSOCIATION AS TRUSTEE FOR EACH OF THE UNIT OWNERS AND THEIR RESPECTIVE MORTGAGEES AS THEIR INTEREST MAY APPEAR. PREMIUMS SHALL BE A COMMON EXPENSE. TO THE EXTENT POSSIBLE, THE INSURANCE SHALL PROVIDE THAT THE INSURER WAIVES ITS RIGHTS OF SUBROGATION AS TO ANY CLAIM AGAINST UNIT OWNERS, THE ASSOCIATION, AND THEIR RESPECTIVE SERVANTS, AGENTS, AND GUESTS, AND THAT THE INSURANCE CANNOT BE CANCELED, INVALIDATED, NOR SUSPENDED ON ACCOUNT OF CONDUCT OF ANY ONE OR MORE UNIT OWNERS, OR THE ASSOCIATION, OR THEIR SERVANTS, AGENTS, GUESTS, WITHOUT THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE ASSOCIATION GIVING IT OPPORTUNITY TO CURE THE DEFECT WITHIN THAT TIME. THE AMOUNT OF PROTECTION AND THE TYPES OF HAZARDS TO BE COVERED SHALL BE REVIEWED BY THE BOARD OF DIRECTORS AT LEAST ANNUALLY AND THE AMOUNT OF COVERAGE MAY BE INCREASED OR DECREASED AT ANY TIME IT IS DEEMED NECESSARY AS DETERMINED BY THE BOARD OF DIRECTORS TO CONFORM TO THE REQUIREMENTS OF FULL INSURABLE VALUE.
IN THE EVENT OF PARTIAL OR TOTAL DESTRUCTION OF A BUILDING OR BUILDINGS, AND IT IS DETERMINED TO REPAIR OR RECONSTRUCT SUCH BUILDING OR BUILDINGS IN ACCORDANCE WITH SECTION 13 HEREOF, THE PROCEEDS OF SUCH INSURANCE SHALL BE PAID TO THE ASSOCIATION AS TRUSTEE TO BE APPLIED TO THE COST THEREOF. IF IT IS DETERMINED NOT TO RECONSTRUCT OR REPAIR, THEN THE PROCEEDS SHALL BE DISTRIBUTED TO THE UNIT OWNERS AND THEIR MORTGAGEES, IF ANY, AS THEIR RESPECTIVE INTEREST MAY APPEAR, IN THE MANNER PROVIDED BY THE ACT.
IF INSURANCE COVERAGE IS AVAILABLE TO COMBINE PROTECTION FOR THE ASSOCIATION AND THE UNIT OWNER'S INDIVIDUAL UNIT, THE BOARD OF

DIRECTORS IS HEREBY GIVEN DISCRETIONARY POWER TO NEGOTIATE SUCH COMBINATION OF INSURANCE PROTECTION ON AN EQUITABLE COST-SHARING BASIS UNDER WHICH THE UNIT OWNER WOULD BE ASSESSED INDIVIDUALLY FOR THE AMOUNT OF INSURANCE WHICH HE/SHE DIRECT(S) THE BOARD OF DIRECTORS TO INCLUDE IN SUCH POLICIES FOR HIS/HER ADDITIONAL PROTECTION. COPIES OF ALL SUCH POLICIES SHALL BE PROVIDED TO EACH MORTGAGEE. NOTHING CONTAINED ION THIS PARAGRAPH SHALL BE DEEMED TO PROHIBIT ANY UNIT OWNER, AT HIS/HER OWN EXPENSE, TO PROVIDE ANY ADDITIONAL INSURANCE COVERAGE ON HIS/HER IMPROVEMENTS WHICH WILL NOT DUPLICATE ANY INSURANCE PROVIDED BY THE ASSOCIATION OF UNIT OWNERS.
THE BOARD OF DIRECTORS SHALL ALSO PROVIDE PUBLIC LIABILITY INSURANCE COVERING THE COMMON ELEMENTS AND FACILITIES AND THE LIMITED COMMON ELEMENTS IN SUCH AMOUNTS AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS FROM TIME TO TIME.

15. LIABILITY FOR COMMON EXPENSES.

THE COST OF ADMINISTRATION OF THE ASSOCIATION, INSURANCE, MAINTENANCE AND OTHER EXPENSES OF THE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS, INCLUDING COMMON SERVICES PROVIDED TO THE UNIT OWNERS, SHALL BE PAID BY THE ASSOCIATION. THE ASSOCIATION SHALL MAKE ASSESSMENTS AGAINST THE UNIT OWNERS AND THE UNITS FOR SUCH COMMON EXPENSES IN PROPORTION WITH THE PERCENTAGE OF THE UNDIVIDED INTEREST IN THE COMMON AND LIMITED ELEMENTS AND FACILITIES RELATING TO EACH UNIT, IN THE MANNER PROVIDED IN THE BY-LAWS OF THE ASSOCIATION. NO UNIT OWNER MAY EXEMPT HIMSELF/HERSELF OR HIS/HER UNIT OWNERSHIP FROM LIABILITY FOR HIS/HER CONTRIBUTION TOWARD THE COMMON EXPENSES BY WAIVER OF THE USE OR ENJOYMENT OF ANY OF THE COMMON OR LIMITED COMMON ELEMENTS AND FACILITIES OR BY ABANDONMENT OF HIS/HER UNIT; AND NO CONVEYANCE SHALL RELIEVE THE UNIT OWNER-GRANTOR OR HIS/HER UNIT OF SUCH LIABILITY, AND HE/SHE SHALL BE JOINTLY, SEVERALLY, AND PERSONALLY LIABLE ALONG WITH HIS/HER GRANTEE IN ANY SUCH CONVEYANCE FOR THE COMMON EXPENSES INCURRED UP TO THE DATE OF SALE, UNIT ALL EXPENSES CHARGED TO HIS/HER UNIT HAVE BEEN PAID. ALL ASSESSMENTS, WHEN DUE, SHALL IMMEDIATELY BECOME A PERSONAL DEBT OF THE UNIT OWNER AND ALSO A LIEN, UNTIL PAID, AGAINST THE UNIT TO WHICH CHARGED, AS PROVIDED IN THE ACT. ASSESSMENTS SHALL BE MADE AGAINST THE UNIT OWNERS AND THE UNITS AT THE BEGINNING OF EACH FISCAL YEAR OF THE ASSOCIATION FOR THE ENSUING YEAR; HOWEVER, IF PRORATED AND PAID MONTHLY, THE ASSESSMENT SHALL NOT BE CONSIDERED DUE UNTIL THE RESPECTIVE INSTALLMENT PAYMENT DATES. IN THE EVENT OF DELINQUENCY OF PAYMENT, THE ASSOCIATION MAY ACCELERATE ANNUL ASSESSMENTS REMAINING UNPAID WITH RESPECT TO SUCH DELINQUENT UNITS FOR PURPOSES OF COLLECTION OF FORECLOSURE ACTION BY THE ASSOCIATION.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

THERE SHALL BE NO PARTITION OF THE COMMON ELEMENTS THROUGH JUDICIAL PROCEEDINGS OR OTHERWISE UNTIL THIS DECLARATION IS

TERMINATED AND THE PROPERTY IS WITHDRAWN FROM ITS TERMS OR FROM THE TERMS OF THE APPLICABLE STATUTES REGARDING UNIT OWNERSHIP OR CONDOMINIUM OWNERSHIP; PROVIDED, HOWEVER, THAT IF ANY UNIT SHALL BE OWNED BY TWO OR MORE CO-OWNERS AS TENANTS IN COMMON OR AS JOINT TENANTS, NOTHING CONTAINED HEREIN SHALL BE DEEMED TO PROHIBIT A VOLUNTARY OR JUDICIAL PARTITION OF SAID SINGLE UNIT AS BETWEEN SUCH CO-OWNERS. NO UNIT MAY SUBDIVIDED OR SEPARATED.

17. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

THE PERCENTAGE OF THE INDIVIDUAL INTEREST IN THE COMMON AND LIMITED COMMON ELEMENTS AND FACILITIES SHALL NOT BE SEPARATED FROM THE UNIT TO WHICH IT APPERTAINS. NO UNIT OWNER SHALL EXECUTE ANY DEED, MORTGAGE, LEASE, OR OTHER INSTRUMENT AFFECTING TITLE TO SUCH UNIT OWNERSHIP WITHOUT INCLUDING THEREIN BOTH HIS/HER INTEREST IN THE UNIT AND HIS/HER CORRESPONDING PERCENTAGE OF OWNERSHIP IN THE COMMON AND LIMITED COMMON ELEMENTS AND FACILITIES, BEING THE INTENTION HEREIN TO PREVENT ANY SEVERANCE OF SUCH COMBINED OWNERSHIP. ANT SUCH DEED, MORTGAGE, LEASE OR OTHER INSTRUMENT PURPORTING TO AFFECT THE ONE WITHOUT INCLUDING ALSO THE OTHER SHALL BE DEEMED AND TAKEN TO INCLUDE THE INTEREST SO OMITTED EVEN THOUGH THE LATTER IS NOT EXPRESSLY MENTIONED OR DESCRIBED HEREIN.

18. EASEMENTS, RESERVATIONS, AND ENCROACHMENTS.

18.1. UTILITIES. EASEMENTS ARE HEREBY DECLARED AND GRANTED FOR THE BENEFIT OF THE UNIT OWNERS AND THE ASSOCIATION AND IS RESERVED FOR THE BENEFIT OF THE DECLARATION FOR UTILITY PURPOSES, INCLUDING THE RIGHT TO INSTALL, LAY, MAINTAIN, REPAIR, AND REPLACE WATER MAINS AND PIPES, SEWER LINES, GAS MAINS, TELEPHONE WIRES, AND EQUIPMENT, MASTER TELEVISION ANTENNA SYSTEM WIRES AND EQUIPMENT, AND ELECTRICAL CONDUITS AND WIRES AND EQUIPMENT, INCLUDING POWER TRANSFORMERS, OVER, UNDER, ALONG, AND ON ANY PART OF THE COMMON ELEMENTS AND FACILITIES TO SERVICE THE CONDOMINIUM PROPERTY.

18.2. ENCROACHMENTS. IN THE EVENT THAT BY REASON OF THE CONSTRUCTION, RECONSTRUCTION, SETTLEMENT, OR SHIFTING OF ANY BUILDING, OR THE DESIGN OR CONSTRUCTION OS ANY UNIT, ANY PART OF THE COMMON ELEMENTS AND FACILITIES, OR LIMITED COMMON ELEMENTS, ENCROACHES OR SHALL HEREAFTER ENCROACH UPON ANY PART OF ANY UNIT, OR ANY PART OF ANY UNIT ENCROACHES OR SHALL HEREAFTER ENCROACH UPON ANY PART OF THE COMMON ELEMENTS OR FACILITIES, OR LIMITED COMMON ELEMENTS, OR ANY PORTION OS ANY UNIT ENCROACHES UPON ANY PART OF ANY OTHER UNIT, VALID EASEMENT FOR THE MAINTENANCE OF SUCH ENCROACHMENT ARE HEREBY ESTABLISHED AND SHALL EXIST FOR THE BENEFIT OF SUCH UNIT SO LONG AS ALL OR ANY PART OF THE BUILDING CONTAINING SUCH UNIT SHALL REMAIN STANDING, AND UNIT AND COMMON ELEMENT BOUNDARIES SHALL BE PROVIDED IN THE ACT. PROVIDED, HOWEVER, THAT IN NO EVENT SHALL A VALID EASEMENT FOR ANY

ENCROACHMENT BE CREATED IN FAVOR 0F THE OWNER OF ANY UNIT OR IN FAVOR OF THE OWNER OR OWNERS OF THE COMMON ELEMENTS OR FACILITIES, OR LIMITED COMMON ELEMENTS, IF SUCH ENCROACHMENT OCCURRED DUE TO THE WILLFUL AND KNOWING CONDUCT OF SAID OWNER OR OWNERS.

18.3. BINDING EFFECT. ALL EASEMENTS AND RIGHT DESCRIBED IN THIS SECTION 18 ARE EASEMENTS APPURTENANT, RUNNING WITH THE LAND, AND ARE SUBJECT TO THE REASONABLE CONTROL OF THE ASSOCIATION. ALL EASEMENTS AND RIGHTS HEREIN DESCRIBED ARE GRANTED AND RESERVED TO, AND SHALL INURE TO THE BENEFIT OF AND BINDING ON, THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, AND ON ALL UNIT OWNERS, PURCHASERS AND MORTGAGEES, AND THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. THE ASSOCIATION OR THE DECLARANT SHALL HAVE THE AUTHORITY TO EXECUTE AND RECORD ALL DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF SECTION 18.

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

THE FAILURE OF THE ASSOCIATION TO INSIST, IN ANY ONE OR MORE INSTANCES, UPON THE STRICT PERFORMANCE OF ANY TERMS, COVENANTS, CONDITIONS, OR RESTRICTIONS OF THIS DECLARATION, OR TO EXERCISE ANY RIGHT OF OPTION HEREIN CONTAINED, OR TO SERVE ANY NOTICE OR TO INSTITUTE ANY ACTION, SHALL NOT BE CONSTRUED AS A WAIVER OR A RELINQUISHMENT OF THE FUTURE OF SUCH TERM, COVENANT, CONDITION, OR RESTRICTION, BUT SUCH TERM, COVENANT, CONDITION, OR RESTRICTION SHALL REMAIN IN FULL FORCE AND EFFECT. THE RECEIPT BY THE ASSOCIATION OF PAYMENT OF ANY ASSESSMENT FROM A UNIT OWNER, WITH FULL KNOWLEDGE OF THE BREACH OF ANY COVENANT HEREOF, SHALL NOT BE DEEMED AS A WAIVER OF SUCH BREACH,AND NO WAIVER BY THE ASSOCIATION OF ANY PROVISION HEREOF SHALL BE DEEMED TO HAVE BEEN MADE UNLESS EXPRESSED IN WRITING AND SIGNED BY THE ASSOCIATION.

20. AMENDMENTS TO THE DECLARATION.

EXCEPT AS OTHERWISE PROVIDED BY THE ACT WITH RESPECT TO TERMINATION OF THE CONDOMINIUM FORM OF OWNERSHIP, THIS DECLARATION MAY BE AMENDED BY AN AFFIRMATIVE UNANIMOUS VOTE AND WRITTEN CONSENT OF ALL VOTES ENTITLED TO BE CAST BY MEMBERS OF THE ASSOCIATION AND WRITTEN CONSENT OF THEIR MORTGAGEES. COPIES OF AMENDMENTS SHALL BE CERTIFIED BY THE PRESIDENT AND THE SECRETARY OF THE ASSOCIATION IN A FORM SUITABLE FOR RECORDING. THE AMENDMENT SHALL BE RECORDED WITH THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, AND A COPY OF THE AMENDMENT SHALL ALSO BE MAILED OR PERSONALLY DELIVERED TO EACH UNIT OWNER AT HIS/HER ADDRESS ON FILE WITH THE ASSOCIATION.

21. ARBITRATION CLAUSE.

IN THE EVENT OF A DEADLOCK BETWEEN HE TWO UNIT OWNERS, AFTER SUCH A DEADLOCK HAS BEEN APPROPRIATELY RECONSIDERED BY THE DIRECTORS

(THE TWO UNIT OWNERS) IN ACCORDANCE WITH SECTION 703.365(6)(b) OF THE ACT, OR ANY AMENDMENTS TO THE ACT SUBSEQUENT HERETO, THEN SUCH DECISION SHALL BE SUBMITTED FOR AN ARBITRATION PROCEEDING AS PROVIDED IN SECTION 703.365.

22. NOTICES.

ALL NOTICES AND OTHER DOCUMENTS REQUIRED TO BE GIVEN BY THIS DECLARATION OR THE BY-LAWS OF THE ASSOCIATION SHALL BE SUFFICIENT IF GIVEN TO ONE (1) REGISTERED OWNER OF A UNIT REGARDLESS OF THE NUMBER OF OWNERS WHO HAVE AN INTEREST THEREIN. NOTICES AND OTHER DOCUMENTS TO BE SERVED UPON DECLARANT SHALL BE GIVEN TO THE AGENT SPECIFIED FOR RECEIPT OF PROCESS HEREIN. ALL OWNERS SHALL PROVIDE THE SECRETARY OF THE ASSOCIATION WITH AN ADDRESS FOR THE MAILING OR SERVICE OF ANY NOTICE OR OTHER DOCUMENTS AND THE SECRETARY SHALL BE DEEMED TO HAVE DISCHARGED HIS/HER DUTY WITH RESPECT TO GIVING OF NOTICE BY MAILING IT OR HAVING IT DELIVERED PERSONALLY TO SUCH ADDRESS AS IS ON FILE WITH HIM/HER.

23. RESIDENT AGENT.

THE RESIDENT AGENT FOR THE CONDOMINIUM SHALL BE THE OCCUPANT OF UNIT A (930 ESSLINK LANE, CEDAR GROVE, WI 53013), OR SUCH OTHER PERSON OR PARTY AS MAY BE DESIGNATED FROM TIME TO TIME BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, WHICH DESIGNATION SHALL BE FILED WITH THE SECRETARY OF STATE OF THE STATE OF WISCONSIN. THE ASSOCIATION MAY DESIGNATE SUCCESSORS TO THE RESIDENT AGENT BY AFFIRMATIVE VOTE OF A MAJORITY VOTE OF THE UNIT OWNERS.

24. NUMBER AND GENDER.

WHENEVER USED HEREIN, UNLESS THE CONTEXT SHALL OTHERWISE PROVIDE, THE SINGULAR NUMBER SHALL INCLUDE THE PLURAL, THE PLURAL SHALL INCLUDE THE SINGULAR, AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENDERS.

25. CAPTIONS.

THE CAPTIONS AND SECTION HEADINGS USED HEREIN ARE INSERTED ONLY AS MATTERS OF CONVENIENCE AND FOR REFERENCE, AND IN NO WAY DEFINE NOR LIMIT THE SCOPE OR INTENT OF THE VARIOUS PROVISIONS HEREOF.

26. SEVERABILITY.

THE PROVISIONS HEREOF SHALL BE DEEMED INDEPENDENT AND SEVERABLE, AND THE INVALIDITY OR PARTIAL INVALIDITY OR UNENFORCEABILITY OF ANY ONE PROVISION OR PORTION THEREOF SHALL NOT AFFECT THE VALIDITY OR ENFORCEABLILTY OF THE REMAINING PORTION OF SAID PROVISION OR OF ANY OTHER PROVISION THEREOF.

IN WITNESS WHEREOF, THE SAID JOHN G. NAVIS, DECLARANT, HAS CAUSED THIS DOCUMENT TO BE EXECUTED AT SHEBOYGAN WISCONSIN, AS OF THE DATE SET FORTH ABOVE.

JOHN G. NAVIS, Managing Member
of JDN Properties, LLC

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

PERSONALLY CAME BEFORE ME THIS 1st DAY OF December, 1999, THE ABOVE-NAMED JOHN G. NAVIS, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

Notary Public, State of Wisconsin
My commission (is) (Expires) 4/30/2000

Drafted By: John G. Navis

EXHIBIT "A"

VOL 102 / PAGE 064

928-930 ESSLINK LANE CONDOMINIUM

BEING LOT 3 OF RAYCO ROLLING MEADOWS, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 22 EAST, VILLAGE OF CEDAR GROVE, SHEBOYGAN COUNTY, WISCONSIN.

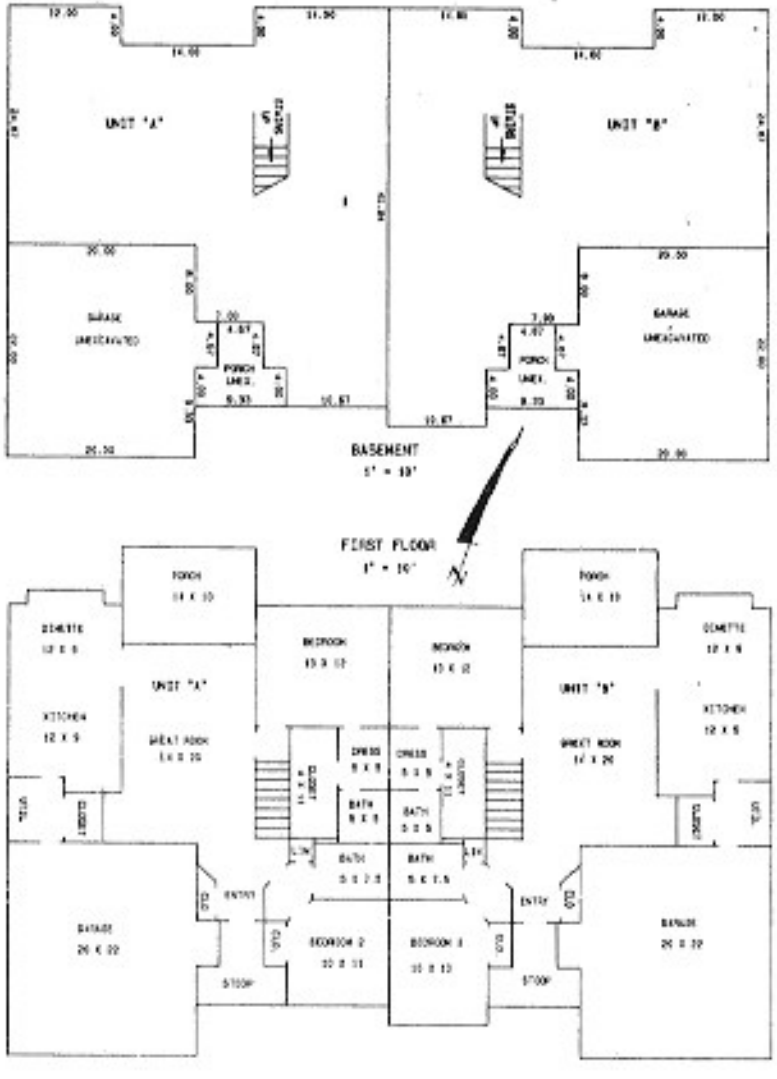
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND CORRECTLY SHOWS THE LOCATION OF EACH BUILDING AND COMMON ELEMENTS TO THE BEST OF MY BELIEF AND ABILITY.

DENNIS J. VAN BLOYS R.L.S. S-1230

WISCONSIN DENNIS J. VAN BLOYS S-1230 LAND SURVEYOR





VOL 1662 PAGE 706

1541011

Re-Record
Document Number

Re-recording of Condominium Declaration, Covenants, Restrictions and Easements for 928/930 Esslink Lane Condominium

SHEBOYGAN COUNTY, WI
RECORDED ON

04-20-1999 9:56 AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 38.00
TRANSFER FEE:

015065 7

Recording Area

Name and Return Address

John G. Navis
917 South Main St.
Cedar Grove, WI 53013

This document is being re-recorded to correct a scrivenor's error in the original Declaration recorded in Vol 1627 Pages 1627/64, Doc. #1526196 on December 2nd, 1998 at 10:19 AM.

Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee.* Wisconsin Statutes, 59.517. WRDA 2/96

15

VOL 1627 PAGE 052

1526196

CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR 928-930 ESSLINK LANE CONDOMINIUM

Document Number

Document Title

SHEBOYGAN COUNTY, WI
RECORDED ON

12-02-1998 10:19 AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 34.00
TRANSFER FEE:

006969 0004

Recording Area

Name and Return Address

John G. Navis
917 South Main Street
Cedar Grove, WI. 53013

For Exhibit see Vol 13 of Condos Page 235, Doc. No. 1526195

Lot 3, Navis Rolling Meadows, Village of Cedar Grove, Sheboygan County, Wisconsin;

Now Known As Unit A and Unit B, 928-930 Esslink Lane Condominium, Village of Cedar Grove, Sheboygan County, Wisconsin.

Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your documents and $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR **928-930 ESSLINK LANE CONDOMINIUM.**

THIS DECLARATION IS MADE PURSUANT TO THE CONDOMINIUM OWNERSHIP ACT OF THE STATE OF WISCONSIN, CHAPTER 703 OF THE WISCONSIN STATUTES (HEREINAFTER SOMETIMES REFERRED TO AS THE "ACT") THIS 1st DAY OF DECEMBER, 1998 BY JDN PROPERTIES, LLC, (HEREINAFTER REFERRED TO AS "DECLARANT").

1. STATEMENT OF DECLARATION

THE PURPOSE OF THIS DECLARATION IS TO SUBMIT THE LANDS HEREINAFTER DESCRIBED AND THE IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED THEREON TO THE CONDOMINIUM FORM OF OWNERSHIP IN THE MANNER PROVIDED IN THE ACT AND THIS DECLARATION.

DECLARANT DECLARES THAT IT IS THE OWNER OF THE REAL PROPERTY DESCRIBED IN SECTION 3 HEREOF, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON (HEREINAFTER DESCRIBED AS THE PROPERTY") WHICH IS HEREBY SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP AS PROVIDED IN THE ACT AND THIS DECLARATION, AND WHICH PROPERTY SHALL BE HELD, CONVEYED, DEVISED, LEASED, ENCUMBERED, USED, IMPROVED, AND IN ALL RESPECTS OTHERWISE AFFECTED SUBJECT TO THE PROVISIONS, CONDITIONS, COVENANTS, RESTRICTIONS, AND EASEMENTS OF THIS DECLARATION AND THE ACT. ALL PROVISIONS HEREOF SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL CONSTITUTE BENEFITS AND BURDENS TO THE DECLARANT, ITS SUCCESSORS AND ASSIGNS, AND TO ALL PARTIES HEREAFTER HAVING ANY INTEREST IN THE PROPERTY.

2. NAME AND ADDRESS

THE AFORESAID REAL ESTATE AND ALL BUILDINGS AND IMPROVEMENTS THEREON AND THERETO SHALL BE KNOWN AS **928/930 ESSLINK LANE CONDOMINIUM. THE ADDRESS OF THE CONDOMINIUM IS 928/930 ESSLINK LANE, CEDAR GROVE, WI 53013.**

3. LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, ALSO DESCRIBED IN THE CONDOMINIUM PLAT ATTACHED HERETO AS EXHIBIT "A", IS HEREBY SUBJECTED TO THE PROVISIONS OF THIS DECLARATION:

UNITS A & B IN 928-930 ESSLINK LANE CONDOMINIUM, VILLAGE OF CEDAR GROVE, SHEBOYGAN COUNTY, WISCONSIN.

4. DESCRIPTION AND LOCATION OF BUILDING.

THERE SHALL BE ONE MAIN BUILDING ON THE REAL ESTATE DESCRIBED IN SECTION 3 ABOVE, WHICH BUILDING SHALL CONTAIN TWO (2) UNITS.

SAID BUILDING IS ONE (1) STORY IN HEIGHT, HAS SEPARATE FULL BASEMENTS, AND IS CONSTRUCTED PRINCIPALLY AS A WOOD FRAME BUILDING WITH ALUMINUM SIDING AND ROOF COVERED WITH ASPHALT COMPOSITION ROOFING SHINGLES. THE BUILDING IS TO BE LOCATED ON THE REAL ESTATE AS INDICATED IN THE CONDOMINIUM PLAT MARKED EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF THIS DECLARATION. THE BUILDING AND UNITS ARE MORE FULLY DESCRIBED IN THE BUILDING AND FLOOR PLANS ATTACHED HERETO AS PART OF THE CONDOMINIUM PLAT.

5. DEFINITION AND DESCRIPTION OF UNITS

5.1 DEFINITION. A UNIT (INCLUDING GARAGE) IS THAT PART OF THE BUILDING INTENDED FOR INDIVIDUAL, PRIVATE USE, COMPRISED OF ONE OR MORE CUBICLES OF AIR AT ONE OR MORE LEVELS OF SPACE HAVING OUTER BOUNDARIES FORMED BY THE INTERIOR SURFACES OF THE INTERIOR WALLS, FLOORS, CEILINGS, WINDOWS, WINDOW FRAMES, DOORS AND DOOR FRAMES OF THE UNITS, AND THE BASEMENT AREA WITHIN A UNIT, WITH THE BASEMENT FLOOR BOUNDARY EXTENDING TO THREE (3) INCHES BENEATH THE SURFACE OF THE FLOOR, AS SAID BOUNDARIES ARE SHOWN IN THE CONDOMINIUM PLAT ATTACHED HERETO, TOGETHER WITH ALL FIXTURES AND IMPROVEMENTS THEREIN CONTAINED.

5.2 IDENTIFICATION. EACH UNIT IS ALPHABETICALLY DESIGNATED AS SET FORTH IN THE CONDOMINIUM PLAT ATTACHED HERETO. IN ADDITION, EACH UNIT HAS A DESIGNATED STREET ADDRESS WHICH IS NOT SHOWN ON THE CONDOMINIUM PLAT. UNIT B IS COMMONLY KNOWN AS 928 ESSLINK LANE, CEDAR GROVE, WI 53013, AND UNIT A IS COMMONLY KNOWN AS 930 ESSLINK LANE, CEDAR GROVE, WI 53013. THE APPROXIMATE AREA OF EACH UNIT, NUMBER OF ROOMS, IMMEDIATE COMMON ELEMENTS TO WHICH THE UNITS HAVE ACCESS, AND FURTHER DETAILS IDENTIFYING AND DESCRIBING THE UNITS ARE SET FORTH IN THE CONDOMINIUM PLAT.

6. COMMON ELEMENTS AND FACILITIES

6.1 DESCRIPTION. THE COMMON ELEMENTS AND FACILITIES SHALL CONSIST OF ALL OF 928-930 ESSLINK LANE CONDOMINIUM IMPROVEMENTS AND APPURTENANCES, EXCEPT THE INDIVIDUAL UNITS AND FIXTURES THEREIN, AS DEFINED HEREUNDER, AND SHALL INCLUDE, WITHOUT LIMITATION, THE LAND ON WHICH THE BUILDING IS LOCATED; BUILDING EXTERIORS, BEARING WALLS, FLOORS AND CEILINGS (EXCEPT THE INTERIOR SURFACES THEREOF, WHICH FORM THE OUTER BOUNDARIES OF A UNIT); ROOFS, FOUNDATIONS, PIPES, DUCTS, ELECTRICAL WIRING AND CONDUIT, UTILITY SERVICE, PUBLIC UTILITY LINES, WATER AND SEWER LATERALS, OUTSIDE WALLS, GIRDERS, BEAMS AND SUPPORTS, AND THE WALKS, DRIVEWAYS, OUTDOOR PARKING AREAS, AND LANDSCAPING COMPRISING THE CONDOMINIUM PROPERTY.

6.2 EASEMENTS. EACH UNIT OWNER SHALL HAVE A VALID, EXCLUSIVE EASEMENT TO THE SPACE BETWEEN THE INTERIOR AND EXTERIOR WALLS AND TO THE CENTER OF THE COMMON WALLS WITH THE ADJOINING UNIT FOR PURPOSES OF ADDING ADDITIONAL UTILITY OUTLETS, WALL HANGINGS, ERECTION OF NON-WEIGHT BEARING PARTITION WALLS, AND THE LIKE,

WHERE SPACE BETWEEN THE WALLS MAY BE NECESSARY FOR SUCH USES; PROVIDED THAT THE UNIT OWNER SHALL DO NOTHING TO IMPAIR THE STRUCTURAL INTEGRITY OF THE BUILDING OR THE SOUNDPROOFING OF COMMON WALLS BETWEEN THE UNITS, AND PROVIDED FURTHER THAT THE COMMON WALLS AND FACILITIES BE RESTORED TO THEIR FORMER CONDITION BY THE UNIT OWNER AT HIS/HER SOLE EXPENSE UPON COMPLETION OR TERMINATION OF THE USE REQUIRING THE EASEMENT. EASEMENTS ARE HEREBY GRANTED AND DECLARED FOR THE BENEFIT OF THE UNIT OWNERS AND THE ASSOCIATION OF UNIT OWNERS (HEREINAFTER DESCRIBED) FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF COMMON UTILITY SERVICES IN AND ON ANY PART OF THE COMMON ELEMENTS OR UNITS.

7. LIMITED COMMON ELEMENTS.

7.1. DESCRIPTION. A PORTION OF THE COMMON ELEMENTS AND FACILITIES ARE DESIGNATED AS "LIMITED COMMON ELEMENTS", AS SHOWN IN THE CONDOMINIUM PLAT. SUCH LIMITED COMMON ELEMENTS SHALL BE RESERVED FOR THE EXCLUSIVE USE OF THE OWNER OR OCCUPANT OF THE UNIT TO WHICH THEY ARE APPURTENANT, TO THE EXCLUSION OF THE OTHER UNIT OF THE CONDOMINIUM. SUCH LIMITED COMMON ELEMENTS CONSIST OF THE GARAGE, PATIOS, AND SUCH OTHER LIMITED COMMON ELEMENTS AS MAY BE IDENTIFIED IN THE CONDOMINIUM PLAT.

7.2. USE. THE MANNER OF USE OF THE LIMITED COMMON ELEMENTS SHALL BE GOVERNED BY THE BY-LAWS OF, AND SUCH RULES AND REGULATIONS AS MAY BE ESTABLISHED BY, THE ASSOCIATION OF UNIT OWNERS, AND NO UNIT OWNER SHALL ALTER, REMOVE, REPAIR, DECORATE, LANDSCAPE, OR ADORN ANY LIMITED COMMON ELEMENTS, OR PERMIT SUCH, IN ANY MANNER CONTRARY TO SUCH BY-LAWS AND RULES AND REGULATIONS. NO MAJOR STRUCTURAL CHANGES OR ALTERATIONS SHALL BE MADE BY ANY UNIT OWNER TO ANY OF THE LIMITED COMMON ELEMENTS WITHOUT THE PRIOR APPROVAL OF THE ASSOCIATION, WHICH APPROVAL MAY BE GIVEN UPON SUCH TERMS AND CONDITIONS AS THE ASSOCIATION DEEMS APPROPRIATE.

8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMIT COMMON ELEMENTS.

EACH UNIT OWNER SHALL OWN AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS AS A TENANT IN COMMON WITH THE OTHER UNIT OWNER AND, EXCEPT AS OTHERWISE LIMITED IN THE DECLARATION, SHALL HAVE THE RIGHT TO USE AND OCCUPY THE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS FOR ALL PURPOSES INCIDENT TO THE USE AND OCCUPANCY OF HIS/HER UNIT AS A PLACE OF RESIDENCE, AND SUCH OTHER INCIDENTAL USES PERMITTED BY THIS DECLARATION, WHICH RIGHTS SHALL BE APPURTENANT TO AND RUN WITH HIS/HER UNIT.

THE PERCENTAGE OF SUCH UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS RELATING TO EACH UNIT AND ITS OWNERS FOR ALL PURPOSES, INCLUDING PROPORTIONATE PAYMENT OF COMMON EXPENSES, SHALL BE FIFTY PERCENT (50%) PER UNIT.

9. ASSOCIATION OF UNIT OWNERS.

9.1 MEMBERSHIPS, DUTIES AND OBLIGATIONS. ALL UNIT OWNERS SHALL BE ENTITLED AND REQUIRED TO BE A MEMBER OF AN ASSOCIATION OF UNIT OWNERS KNOWN AS 928/930 ESSLINK LANE CONDOMINIUM ASSOCIATION (HEREAFTER "ASSOCIATION"), WHICH SHALL BE RESPONSIBLE FOR CARRYING OUT THE PURPOSES OF THIS DECLARATION. SUCH ASSOCIATION MAY BE INCORPORATED AS A NON-PROFIT CORPORATION UNDER THE LAWS OF THE STATE OF WISCONSIN. EACH UNIT OWNER AND THE OCCUPANTS OF THE UNIT SHALL ABIDE BY AND BE SUBJECT TO ALL THE RULES, REGULATIONS, DUTIES, AND OBLIGATIONS OF THIS DECLARATION AND THE BY-LAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

9.2 VOTING RIGHTS. EACH UNIT SHALL BE ENTITLED TO ONE (1) VOTE AT MEETINGS OF THE ASSOCIATION. ONLY ONE (1) MEMBERSHIP AND ONE (1) VOTE SHALL EXIST FOR EACH UNIT; IF TITLE TO A UNIT IS HELD BY MORE THAN ONE PERSON, THE MEMBERSHIP OF THAT UNIT SHALL BE SHARED BY SUCH OWNERS IN THE SAME PROPORTIONATE INTERESTS AND BY THE SAME TYPE OF TENANCY IN WHICH TITLE TO THE UNIT IS HELD. THE VOTE PERTAINING TO THE UNIT MAY BE SHARED PRO RATA AMONG THE OWNERS, BUT UNANIMOUS AGREEMENT IS CONCLUSIVELY PRESUMED IF ANY ONE OF THEM PURPORTS TO CAST THE ONE VOTE WITHOUT PROTEST BEING MADE PROMPTLY BY ANY OF THE OTHERS TO THE PERSON PRESIDING OVER THE MEETING OR UNTIL ANY ONE OF THE MULTIPLE OWNERS FILES A STATEMENT WITH THE SECRETARY STATING THAT THEREAFTER VOTES MUST BE CAST PRO RATA. THE RESPECTIVE RIGHTS, QUALIFICATIONS, AND OBLIGATIONS OF THE MEMBERS SHALL BE AS SET FORTH IN THE BY-LAWS OF THE ASSOCIATION.

9.3 ASSOCIATION PERSONNEL. THE ASSOCIATION MAY OBTAIN AND PAY FOR THE SERVICES OF ANY PERSON OR ENTITY TO MANAGE ITS AFFAIRS TO THE EXTENT IT DEEMS ADVISABLE FOR THE PROPER OPERATION OF THE CONDOMINIUM. THE ASSOCIATION MAY CONTRACT FOR COMMON SERVICES OR UTILITIES AS MAY BE REQUIRED FOR EACH UNIT.

10. RESIDENTIAL PURPOSE.

ALL BUILDINGS AND THE UNITS THEREIN CONTAINED ARE INTENDED FOR AND RESTRICTED EXCLUSIVELY TO RESIDENTIAL USE AS GOVERNED BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE BY-LAWS OF THE ASSOCIATION.

11. REPAIRS AND MAINTENANCE

11.1 INDIVIDUAL UNITS. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR KEEPING THE INTERIOR OF HIS/HER UNIT AND ALL ITS EQUIPMENT, FIXTURES AND APPURTENANCES IN GOOD ORDER, CONDITION, AND REPAIR AND IT A CLEAN AND SANITARY CONDITION, AND SHALL BE RESPONSIBLE

FOR DECORATING, AND KEEPING THE INTERIOR OF THE UNIT IN GOOD REPAIR. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR OR REPLACEMENT OF ANY PLUMBING FIXTURES, WATER HEATERS, FURNACES, DOORS OR WINDOWS (INCLUDING REPLACEMENT OF BROKEN GLASS), SCREENS AND SCREENING, LIGHTING FIXTURES, REFRIGERATORS, HEATING AND AIR CONDITIONING EQUIPMENT, DISHWASHERS, DISPOSALS, LAUNDRY EQUIPMENT SUCH AS WASHERS AND DRYERS, RANGES, OR OTHER EQUIPMENT WHICH MAY BE IN, OR CONNECT WITH, THE UNIT.

11.2. COMMON ELEMENTS AND FACILITIES. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MANAGEMENT AND CONTROL OF THE COMMON ELEMENTS AND FACILITIES AND SHALL CAUSE THE SAME TO BE KEPT IN GOOD, CLEAN, ATTRACTIVE, AND SANITARY CONDITION, ORDER AND REPAIR. WITHOUT IN ANY WAY LIMITING THE FOREGOING, THIS SHALL INCLUDE ALL PAINTING, REPAIR AND MAINTENANCE OF BUILDING AND GARAGE EXTERIORS, WALLS AND ROOFS, REPAIRS AND MAINTENANCE OF WALKS AND DRIVES AND MAINTENANCE OF ALL LANDSCAPING.
THE PERCENTAGE OF SUCH UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS RELATING TO EACH UNIT AND ITS OWNER FOR ALL PURPOSES, INCLUDING PROPORTIONATE PAYMENT OF COMMON EXPENSES, SHALL BE FIFTY PERCENT (50%) PER UNIT.

11.3. PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A UNIT OWNER SHALL NOT, WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE ASSOCIATION, MAKE OR PERMIT TO NE MADE ANY STRUCTURAL ALTERATIONS, CHANGES, OR IMPROVEMENTS TO HIS/HER UNIT, OR TO THE EXTERIOR OF THE BUILDING AR ANY COMMON OR LIMITED COMMON ELEMENTS AND FACILITIES. A UNIT OWNER SHALL NOT PERFORM, OR ALLOW TO BE PERFORMED, ANY ACT OR WORK WHICH WILL IMPAIR THE STRUCTURAL SOUNDNESS OR INTEGRITY OF ANY BUILDING, OR THE SAFETY OF THE PROPERTY, OR IMPAIR ANY EASEMENT OR HEREDITAMENT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION.

11.4 ENTRY FOR REPAIRS. THE ASSOCIATION MAY ENTER ANY UNIT AT REASONABLE TIMES AND UNDER REASONABLE CONDITIONS WITH ANY MAINTENANCE, CONSTRUCTION OR REPAIR OF PUBLIC UTILITIES OR FOR ANY OTHER MATTERS FOR WHICH THE ASSOCIATION IS RESPONSIBLE. SUCH ENTRY SHALL BE MADE WITH PRIOR NOTICE TO THE OWNERS, EXCEPT IN THE CASE OF AN EMERGENCY WHEN INJURY OR PROPERTY DAMAGE WILL RESULT FROM DELAYED ENTRY, AND WITH AS LITTLE INCONVENIENCE TO THE OWNER AS PRACTICAL, AND ANY DAMAGE CAUSED THEREBY SHALL BE REPAIRED BY THE ASSOCIATION AND TREATED AS A COMMON EXPENSE EXCEPT AS ALLOCABLE TO AN INDIVIDUAL UNIT OR UNITS.

12. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIOR.

EACH UNIT OWNER SHALL HAVE THE EXCLUSIVE RIGHT TO PAINT, REPAINT, TILE, PANEL, PAPER, OR OTHERWISE REFURNISH AND DECORATE THE INTERIOR SURFACES OF THE WALLS, CEILINGS, FLOORS, AND DOORS FORMING THE BOUNDARIES OF HIS/HER UNIT AND ALL WALLS, CEILINGS, FLOORS, AND DOORS WITHIN SUCH BOUNDARIES, AND TO ERECT PARTITION

WALLS OF A NON-STRUCTURAL NATURE; PROVIDED THAT SUCH UNIT OWNER SHALL TAKE NO ACTION WHICH IN ANY WAY WILL MATERIALLY CHANGE ANY COMMON WALL.

13. DESTRUCTION AND RECONSTRUCTION

IN THE EVENT OF A PARTIAL OR TOTAL DESTRUCTION OF A BUILDING OR BUILDINGS, THEY SHALL BE REPAIRED AND REBUILT AS SOON AS PRACTICABLE AND SUBSTANTIALLY TO THE SAME DESIGN, PLAN, AND SPECIFICATIONS AS ORIGINALLY BUILT, UNLESS WITH FIVE (5) DAYS OF THE DATE OF THE DAMAGE OR DESTRUCTION, BY AFFIRMATIVE 100% VOTE OF THE UNIT OWNERS ENTITLED TO BE CAST, IT IS DETERMINED NOT TO REBUILD OR REPAIR. IN SUCH EVENT, THE PROPERTY SHALL BE REMOVED FROM THE PROVISIONS OF THE CONDOMINIUM OWNERSHIP ACT BY AN INSTRUMENT TO THAT EFFECT DULY RECORDED, AND THE SAME SHALL HAVE AND BE GIVEN EFFECT AS IN THE CASE OF UNANIMOUS REMOVAL FROM THE ACT, PURSUANT TO 703.28 OF THE WISCONSIN STATUTES.
ON RECONSTRUCTION, THE DESIGN, PLAN, AND SPECIFICATIONS OF ANY BUILDING OR UNIT MAY VARY FROM THAT OF THE ORIGINAL UPON APPROVAL OF THE ASSOCIATION, PROVIDED HOWEVER, THAT THE NUMBER OF SQUARE FEET OF ANY UNIT MAY NOT VERY BY MORE THEN TEN PERCENT (10%) FROM THE NUMBER OF SQUARE FEET OF EACH UNIT AS ORIGINALLY CONSTRUCTED, AND THE LOCATION OF THE BUILDINGS SHALL BE SUBSTANTIALLY THE SAME AS PRIOR TO THE DAMAGE OR DESTRUCTION. THE PROCEEDS OF ANY INSURANCE PROVIDED BY THE ASSOCIATION AND COLLECTED FOR SUCH DAMAGE OR DESTRUCTION SHALL BE AVAILABLE TO THE ASSOCIATION FOR THE PURPOSE OF REPAIR OR RECONSTRUCTION, AS PROVIDED IN SECTION 14 HEREOF. THE ASSOCIATION SHALL HAVE THE RIGHT TO LEVY ASSESSMENTS AS A COMMON EXPENSE IN THE EVENT THAT THE PROCEEDS OF ANY INSURANCE COLLECTED ARE INSUFFICIENT TO PAY THE ESTIMATED OR ACTUAL COSTS OF REPAIR OR RECONSTRUCTION.

14 INSURANCE.

THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL PROVIDE AND MAINTAIN FIRE AND BROAD FORM EXTENDED COVERAGE INSURANCE ON THE BUILDINGS AND ANY PORTION THEREOF IN ANY AMOUNT NOT LESS THAN THE FULL REPLACEMENT VALUE OF THE BUILDINGS FROM TIME TO TIME. SUCH INSURANCE SHALL BE OBTAINED IN THE NAME OF THE ASSOCIATION AS TRUSTEE FOR EACH OF THE UNIT OWNERS AND THEIR RESPECTIVE MORTGAGEES AS THEIR INTEREST MAY APPEAR. PREMIUMS SHALL BE A COMMON EXPENSE. TO THE EXTENT POSSIBLE, THE INSURANCE SHALL PROVIDE THAT THE INSURER WAIVES ITS RIGHTS OF SUBROGATION AS TO ANY CLAIM AGAINST UNIT OWNERS, THE ASSOCIATION, AND THEIR RESPECTIVE SERVANTS, AGENTS, AND GUESTS, AND THAT THE INSURANCE CANNOT BE CANCELED, INVALIDATED, NOR SUSPENDED ON ACCOUNT OF CONDUCT OF ANY ONE OR MORE UNIT OWNERS, OR THE ASSOCIATION, OR THEIR SERVANTS, AGENTS, GUESTS, WITHOUT THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE ASSOCIATION GIVING IT OPPORTUNITY TO CURE THE DEFECT WITHIN THAT TIME. THE AMOUNT OF PROTECTION AND THE TYPES OF HAZARDS TO BE COVERED SHALL BE REVIEWED BY THE BOARD OF

DIRECTORS AT LEAST ANNUALLY AND THE AMOUNT OF COVERAGE MAY BE INCREASED OR DECREASED AT ANY TIME IT IS DEEMED NECESSARY AS DETERMINED BY THE BOARD OF DIRECTORS TO CONFORM TO THE REQUIREMENTS OF FULL INSURABLE VALUE.

IN THE EVENT OF PARTIAL OR TOTAL DESTRUCTION OF A BUILDING OR BUILDINGS, AND IT IS DETERMINED TO REPAIR OR RECONSTRUCT SUCH BUILDING OR BUILDINGS IN ACCORDANCE WITH SECTION 13 HEREOF, THE PROCEEDS OF SUCH INSURANCE SHALL BE PAID TO THE ASSOCIATION AS TRUSTEE TO BE APPLIED TO THE COST THEREOF. IF IT IS DETERMINED NOT TO RECONSTRUCT OR REPAIR, THEN THE PROCEEDS SHALL BE DISTRIBUTED TO THE UNIT OWNERS AND THEIR MORTGAGEES, IF ANY, AS THEIR RESPECTIVE INTEREST MAY APPEAR, IN THE MANNER PROVIDED BY THE ACT.

IF INSURANCE COVERAGE IS AVAILABLE TO COMBINE PROTECTION FOR THE ASSOCIATION AND THE UNIT OWNER'S INDIVIDUAL UNIT, THE BOARD OF DIRECTORS IS HEREBY GIVEN DISCRETIONARY POWER TO NEGOTIATE SUCH COMBINATION OF INSURANCE PROTECTION ON AN EQUITABLE COST-SHARING BASIS UNDER WHICH THE UNIT OWNER WOULD BE ASSESSED INDIVIDUALLY FOR THE AMOUNT OF INSURANCE WHICH HE/SHE DIRECT(S) THE BOARD OF DIRECTORS TO INCLUDE IN SUCH POLICIES FOR HIS/HER ADDITIONAL PROTECTION. COPIES OF ALL SUCH POLICIES SHALL BE PROVIDED TO EACH MORTGAGEE. NOTHING CONTAINED ION THIS PARAGRAPH SHALL BE DEEMED TO PROHIBIT ANY UNIT OWNER, AT HIS/HER OWN EXPENSE, TO PROVIDE ANY ADDITIONAL INSURANCE COVERAGE ON HIS/HER IMPROVEMENTS WHICH WILL NOT DUPLICATE ANY INSURANCE PROVIDED BY THE ASSOCIATION OF UNIT OWNERS.

THE BOARD OF DIRECTORS SHALL ALSO PROVIDE PUBLIC LIABILITY INSURANCE COVERING THE COMMON ELEMENTS AND FACILITIES AND THE LIMITED COMMON ELEMENTS IN SUCH AMOUNTS AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS FROM TIME TO TIME.

15. LIABILITY FOR COMMON EXPENSES.

THE COST OF ADMINISTRATION OF THE ASSOCIATION, INSURANCE, MAINTENANCE AND OTHER EXPENSES OF THE COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS, INCLUDING COMMON SERVICES PROVIDED TO THE UNIT OWNERS, SHALL BE PAID BY THE ASSOCIATION. THE ASSOCIATION SHALL MAKE ASSESSMENTS AGAINST THE UNIT OWNERS AND THE UNITS FOR SUCH COMMON EXPENSES IN PROPORTION WITH THE PERCENTAGE OF THE UNDIVIDED INTEREST IN THE COMMON AND LIMITED ELEMENTS AND FACILITIES RELATING TO EACH UNIT, IN THE MANNER PROVIDED IN THE BY-LAWS OF THE ASSOCIATION. NO UNIT OWNER MAY EXEMPT HIMSELF/HERSELF OR HIS/HER UNIT OWNERSHIP FROM LIABILITY FOR HIS/HER CONTRIBUTION TOWARD THE COMMON EXPENSES BY WAIVER OF THE USE OR ENJOYMENT OF ANY OF THE COMMON OR LIMITED COMMON ELEMENTS AND FACILITIES OR BY ABANDONMENT OF HIS/HER UNIT; AND NO CONVEYANCE SHALL RELIEVE THE UNIT OWNER-GRANTOR OR HIS/HER UNIT OF SUCH LIABILITY, AND HE/SHE SHALL BE JOINTLY, SEVERALLY, AND PERSONALLY LIABLE ALONG WITH HIS/HER GRANTEE IN ANY SUCH CONVEYANCE FOR THE COMMON EXPENSES INCURRED UP TO THE DATE OF SALE, UNIT ALL EXPENSES CHARGED TO HIS/HER UNIT HAVE BEEN PAID.

ALL ASSESSMENTS, WHEN DUE, SHALL IMMEDIATELY BECOME A PERSONAL DEBT OF THE UNIT OWNER AND ALSO A LIEN, UNTIL PAID, AGAINST THE UNIT TO WHICH CHARGED, AS PROVIDED IN THE ACT. ASSESSMENTS SHALL BE MADE AGAINST THE UNIT OWNERS AND THE UNITS AT THE BEGINNING OF EACH FISCAL YEAR OF THE ASSOCIATION FOR THE ENSUING YEAR; HOWEVER, IF PRORATED AND PAID MONTHLY, THE ASSESSMENT SHALL NOT BE CONSIDERED DUE UNTIL THE RESPECTIVE INSTALLMENT PAYMENT DATES. IN THE EVENT OF DELINQUENCY OF PAYMENT, THE ASSOCIATION MAY ACCELERATE ANNUL ASSESSMENTS REMAINING UNPAID WITH RESPECT TO SUCH DELINQUENT UNITS FOR PURPOSES OF COLLECTION OF FORECLOSURE ACTION BY THE ASSOCIATION.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

THERE SHALL BE NO PARTITION OF THE COMMON ELEMENTS THROUGH JUDICIAL PROCEEDINGS OR OTHERWISE UNTIL THIS DECLARATION IS TERMINATED AND THE PROPERTY IS WITHDRAWN FROM ITS TERMS OR FROM THE TERMS OF THE APPLICABLE STATUTES REGARDING UNIT OWNERSHIP OR CONDOMINIUM OWNERSHIP; PROVIDED, HOWEVER, THAT IF ANY UNIT SHALL BE OWNED BY TWO OR MORE CO-OWNERS AS TENANTS IN COMMON OR AS JOINT TENANTS, NOTHING CONTAINED HEREIN SHALL BE DEEMED TO PROHIBIT A VOLUNTARY OR JUDICIAL PARTITION OF SAID SINGLE UNIT AS BETWEEN SUCH CO-OWNERS. NO UNIT MAY SUBDIVIDED OR SEPARATED.

17. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

THE PERCENTAGE OF THE INDIVIDUAL INTEREST IN THE COMMON AND LIMITED COMMON ELEMENTS AND FACILITIES SHALL NOT BE SEPARATED FROM THE UNIT TO WHICH IT APPERTAINS. NO UNIT OWNER SHALL EXECUTE ANY DEED, MORTGAGE, LEASE, OR OTHER INSTRUMENT AFFECTING TITLE TO SUCH UNIT OWNERSHIP WITHOUT INCLUDING THEREIN BOTH HIS/HER INTEREST IN THE UNIT AND HIS/HER CORRESPONDING PERCENTAGE OF OWNERSHIP IN THE COMMON AND LIMITED COMMON ELEMENTS AND FACILITIES, BEING THE INTENTION HEREIN TO PREVENT ANY SEVERANCE OF SUCH COMBINED OWNERSHIP. ANY SUCH DEED, MORTGAGE, LEASE OR OTHER INSTRUMENT PURPORTING TO AFFECT THE ONE WITHOUT INCLUDING ALSO THE OTHER SHALL BE DEEMED AND TAKEN TO INCLUDE THE INTEREST SO OMITTED EVEN THOUGH THE LATTER IS NOT EXPRESSLY MENTIONED OR DESCRIBED HEREIN.

18. EASEMENTS, RESERVATIONS, AND ENCROACHMENTS.

18.1. UTILITIES. EASEMENTS ARE HEREBY DECLARED AND GRANTED FOR THE BENEFIT OF THE UNIT OWNERS AND THE ASSOCIATION AND IS RESERVED FOR THE BENEFIT OF THE DECLARATION FOR UTILITY PURPOSES, INCLUDING THE RIGHT TO INSTALL, LAY, MAINTAIN, REPAIR, AND REPLACE WATER MAINS AND PIPES, SEWER LINES, GAS MAINS, TELEPHONE WIRES, AND EQUIPMENT, MASTER TELEVISION ANTENNA SYSTEM WIRES AND

EQUIPMENT, AND ELECTRICAL CONDUITS AND WIRES AND EQUIPMENT, INCLUDING POWER TRANSFORMERS, OVER, UNDER, ALONG, AND ON ANY PART OF THE COMMON ELEMENTS AND FACILITIES TO SERVICE THE CONDOMINIUM PROPERTY.

18.2. ENCROACHMENTS. IN THE EVENT THAT BY REASON OF THE CONSTRUCTION, RECONSTRUCTION, SETTLEMENT, OR SHIFTING OF ANY BUILDING, OR THE DESIGN OR CONSTRUCTION OS ANY UNIT, ANY PART OF THE COMMON ELEMENTS AND FACILITIES, OR LIMITED COMMON ELEMENTS, ENCROACHES OR SHALL HEREAFTER ENCROACH UPON ANY PART OF ANY UNIT, OR ANY PART OF ANY UNIT ENCROACHES OR SHALL HEREAFTER ENCROACH UPON ANY PART OF THE COMMON ELEMENTS OR FACILITIES, OR LIMITED COMMON ELEMENTS, OR ANY PORTION OS ANY UNIT ENCROACHES UPON ANY PART OF ANY OTHER UNIT, VALID EASEMENT FOR THE MAINTENANCE OF SUCH ENCROACHMENT ARE HEREBY ESTABLISHED AND SHALL EXIST FOR THE BENEFIT OF SUCH UNIT SO LONG AS ALL OR ANY PART OF THE BUILDING CONTAINING SUCH UNIT SHALL REMAIN STANDING, AND UNIT AND COMMON ELEMENT BOUNDARIES SHALL BE PROVIDED IN THE ACT. PROVIDED, HOWEVER, THAT IN NO EVENT SHALL A VALID EASEMENT FOR ANY ENCROACHMENT BE CREATED IN FAVOR 0F THE OWNER OF ANY UNIT OR IN FAVOR OF THE OWNER OR OWNERS OF THE COMMON ELEMENTS OR FACILITIES, OR LIMITED COMMON ELEMENTS, IF SUCH ENCROACHMENT OCCURRED DUE TO THE WILLFUL AND KNOWING CONDUCT OF SAID OWNER OR OWNERS.

18.3. BINDING EFFECT. ALL EASEMENTS AND RIGHT DESCRIBED IN THIS SECTION 18 ARE EASEMENTS APPURTENANT, RUNNING WITH THE LAND, AND ARE SUBJECT TO THE REASONABLE CONTROL OF THE ASSOCIATION. ALL EASEMENTS AND RIGHTS HEREIN DESCRIBED ARE GRANTED AND RESERVED TO, AND SHALL INURE TO THE BENEFIT OF AND BINDING ON, THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, AND ON ALL UNIT OWNERS, PURCHASERS AND MORTGAGEES, AND THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. THE ASSOCIATION OR THE DECLARANT SHALL HAVE THE AUTHORITY TO EXECUTE AND RECORD ALL DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF SECTION 18.

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

THE FAILURE OF THE ASSOCIATION TO INSIST, IN ANY ONE OR MORE INSTANCES, UPON THE STRICT PERFORMANCE OF ANY TERMS, COVENANTS, CONDITIONS, OR RESTRICTIONS OF THIS DECLARATION, OR TO EXERCISE ANY RIGHT OF OPTION HEREIN CONTAINED, OR TO SERVE ANY NOTICE OR TO INSTITUTE ANY ACTION, SHALL NOT BE CONSTRUED AS A WAIVER OR A RELINQUISHMENT OF THE FUTURE OF SUCH TERM, COVENANT, CONDITION, OR RESTRICTION, BUT SUCH TERM, COVENANT, CONDITION, OR RESTRICTION SHALL REMAIN IN FULL FORCE AND EFFECT. THE RECEIPT BY THE ASSOCIATION OF PAYMENT OF ANY ASSESSMENT FROM A UNIT OWNER, WITH FULL KNOWLEDGE OF THE BREACH OF ANY COVENANT HEREOF, SHALL NOT BE DEEMED AS A WAIVER OF SUCH BREACH,AND NO WAIVER BY THE ASSOCIATION OF ANY PROVISION HEREOF SHALL BE DEEMED TO HAVE

BEEN MADE UNLESS EXPRESSED IN WRITING AND SIGNED BY THE ASSOCIATION.

20. AMENDMENTS TO THE DECLARATION.

EXCEPT AS OTHERWISE PROVIDED BY THE ACT WITH RESPECT TO TERMINATION OF THE CONDOMINIUM FORM OF OWNERSHIP, THIS DECLARATION MAY BE AMENDED BY AN AFFIRMATIVE UNANIMOUS VOTE AND WRITTEN CONSENT OF ALL VOTES ENTITLED TO BE CAST BY MEMBERS OF THE ASSOCIATION AND WRITTEN CONSENT OF THEIR MORTGAGEES. COPIES OF AMENDMENTS SHALL BE CERTIFIED BY THE PRESIDENT AND THE SECRETARY OF THE ASSOCIATION IN A FORM SUITABLE FOR RECORDING. THE AMENDMENT SHALL BE RECORDED WITH THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, AND A COPY OF THE AMENDMENT SHALL ALSO BE MAILED OR PERSONALLY DELIVERED TO EACH UNIT OWNER AT HIS/HER ADDRESS ON FILE WITH THE ASSOCIATION.

21. ARBITRATION CLAUSE.

IN THE EVENT OF A DEADLOCK BETWEEN HE TWO UNIT OWNERS, AFTER SUCH A DEADLOCK HAS BEEN APPROPRIATELY RECONSIDERED BY THE DIRECTORS (THE TWO UNIT OWNERS) IN ACCORDANCE WITH SECTION 703.365(6)(b) OF THE ACT, OR ANY AMENDMENTS TO THE ACT SUBSEQUENT HERETO, THEN SUCH DECISION SHALL BE SUBMITTED FOR AN ARBITRATION PROCEEDING AS PROVIDED IN SECTION 703.365.

22. NOTICES.

ALL NOTICES AND OTHER DOCUMENTS REQUIRED TO BE GIVEN BY THIS DECLARATION OR THE BY-LAWS OF THE ASSOCIATION SHALL BE SUFFICIENT IF GIVEN TO ONE (1) REGISTERED OWNER OF A UNIT REGARDLESS OF THE NUMBER OF OWNERS WHO HAVE AN INTEREST THEREIN. NOTICES AND OTHER DOCUMENTS TO BE SERVED UPON DECLARANT SHALL BE GIVEN TO THE AGENT SPECIFIED FOR RECEIPT OF PROCESS HEREIN. ALL OWNERS SHALL PROVIDE THE SECRETARY OF THE ASSOCIATION WITH AN ADDRESS FOR THE MAILING OR SERVICE OF ANY NOTICE OR OTHER DOCUMENTS AND THE SECRETARY SHALL BE DEEMED TO HAVE DISCHARGED HIS/HER DUTY WITH RESPECT TO GIVING OF NOTICE BY MAILING IT OR HAVING IT DELIVERED PERSONALLY TO SUCH ADDRESS AS IS ON FILE WITH HIM/HER.

23. RESIDENT AGENT.

THE RESIDENT AGENT FOR THE CONDOMINIUM SHALL BE THE OCCUPANT OF UNIT A (930 ESSLINK LANE, CEDAR GROVE, WI 53013), OR SUCH OTHER PERSON OR PARTY AS MAY BE DESIGNATED FROM TIME TO TIME BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, WHICH DESIGNATION SHALL BE FILED WITH THE SECRETARY OF STATE OF THE STATE OF WISCONSIN. THE ASSOCIATION MAY DESIGNATE SUCCESSORS TO THE RESIDENT AGENT BY AFFIRMATIVE VOTE OF A MAJORITY VOTE OF THE UNIT OWNERS.

24. NUMBER AND GENDER.

WHENEVER USED HEREIN, UNLESS THE CONTEXT SHALL OTHERWISE PROVIDE, THE SINGULAR NUMBER SHALL INCLUDE THE PLURAL, THE PLURAL SHALL INCLUDE THE SINGULAR, AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENDERS.

25. CAPTIONS.

THE CAPTIONS AND SECTION HEADINGS USED HEREIN ARE INSERTED ONLY AS MATTERS OF CONVENIENCE AND FOR REFERENCE, AND IN NO WAY DEFINE NOR LIMIT THE SCOPE OR INTENT OF THE VARIOUS PROVISIONS HEREOF.

26. SEVERABILITY.

THE PROVISIONS HEREOF SHALL BE DEEMED INDEPENDENT AND SEVERABLE, AND THE INVALIDITY OR PARTIAL INVALIDITY OR UNENFORCEABILITY OF ANY ONE PROVISION OR PORTION THEREOF SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTION OF SAID PROVISION OR OF ANY OTHER PROVISION THEREOF.

IN WITNESS THEREOF, THE SAID DECLARANT, JDN PROPERTIES, LLC; BY JOHN G. NAVIS, MANAGING MEMBER, HAS CAUSED THIS DOCUMENT TO BE EXECUTED AT SHEBOYGAN WISCONSIN, AS OF THE DATE SET FORTH ABOVE.

JOHN G. NAVIS

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

PERSONALLY CAME BEFORE ME THIS 1st DAY OF December 1998, THE ABOVE-NAMED JOHN G. NAVIS, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

Notary Public, State of Wisconsin
My commission (is) (Expires) 9-19-01

NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT "A"

VOL 1062 PAGE 120

928-930 ESSLINK LANE CONDOMINIUM

BEING LOT 3 OF DAVIS ROLLING MEADOWS, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 13 NORTH, RANGE 22 EAST, VILLAGE OF CEDAR GROVE, SHEBOYGAN COUNTY, WISCONSIN.

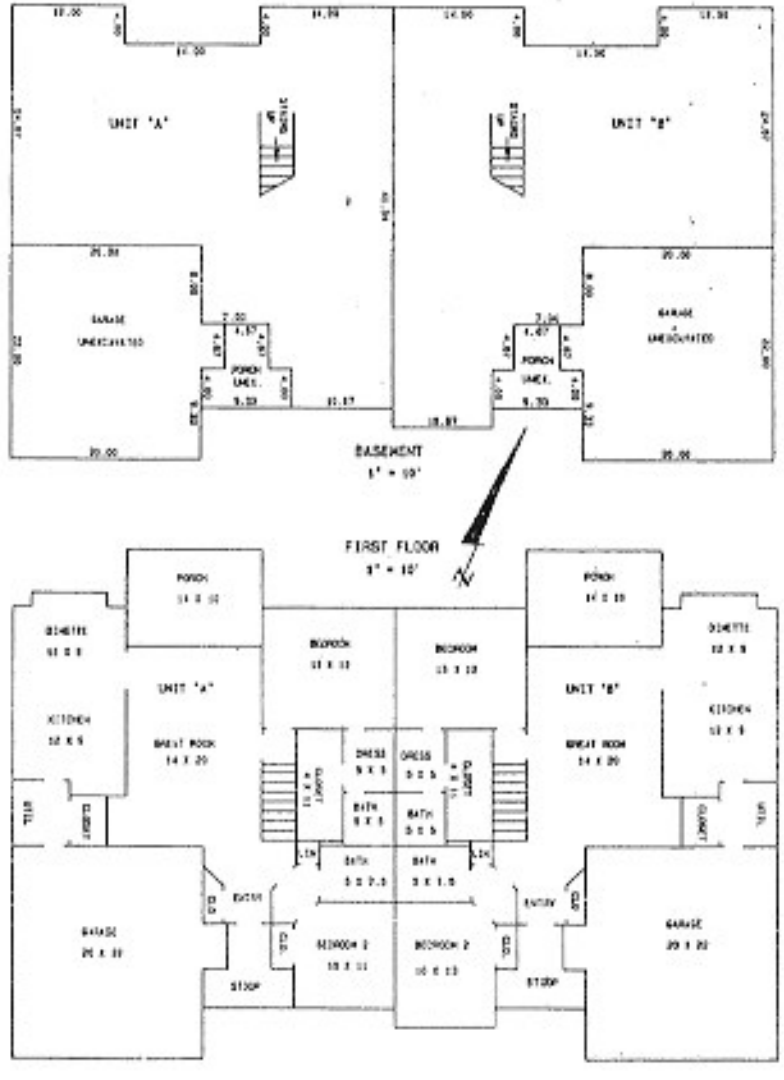
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND CORRECTLY SHOWS THE LOCATION OF EACH BUILDING AND COMMON ELEMENTS TO THE BEST OF MY BELIEF AND KNOWLEDGE.

DENNIS J. VAN SLYS R.L.S. S-1238

WISCONSIN DENNIS J. VAN SLYS S-1238 SHEBOYGAN, WIS. LAND SURVEYOR





For Decl see Vol 1627 Pages 52/69 Doc. No. 1526196 Vol 13 Page 235

928-930 ESSLINK LANE CONDOMINIUM

BEING LOT 3 OF MAVIS ROLLING MEADOWS, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 22 EAST, VILLAGE OF CEDAR GROVE, SHEBOYGAN COUNTY, WISCONSIN.

1526195

SHEBOYGAN COUNTY, WI
RECORDED ON

12-02-1998 10:19 AM

DARLENE J. MAVIS
REGISTER OF DEEDS

RECORDING FEE: 30.00

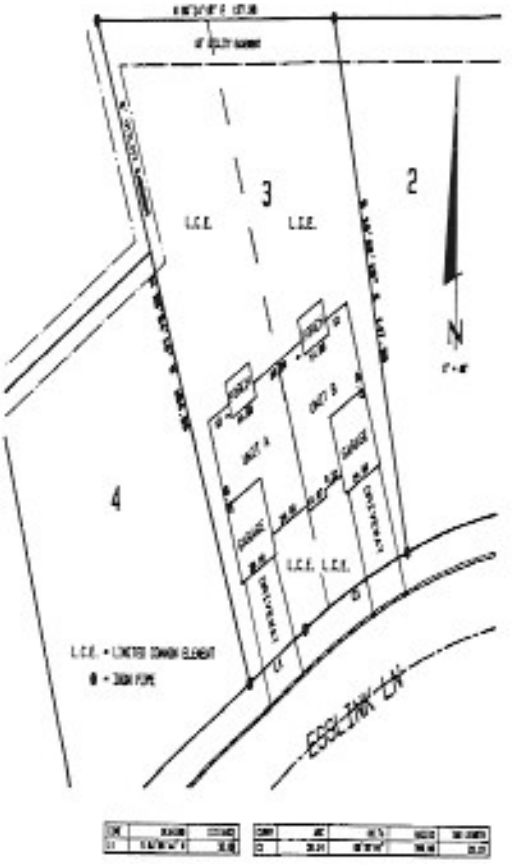
006969 4

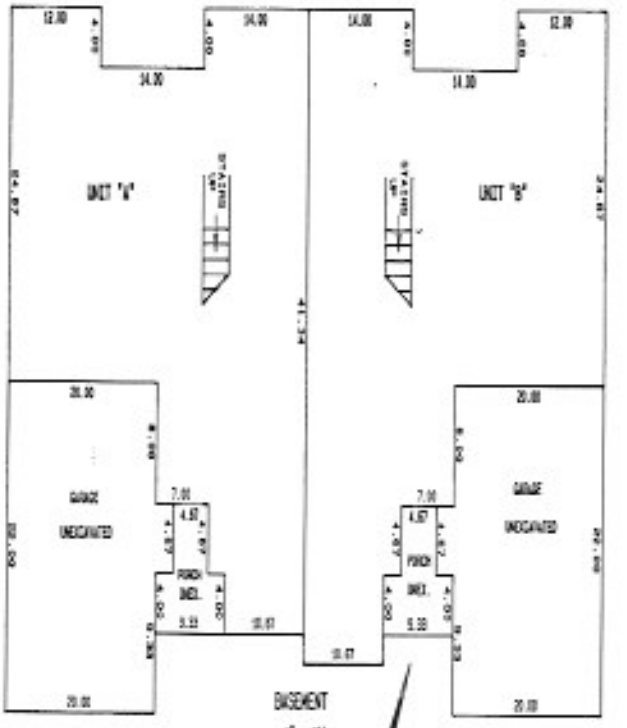
SURVEYOR'S CERTIFICATE

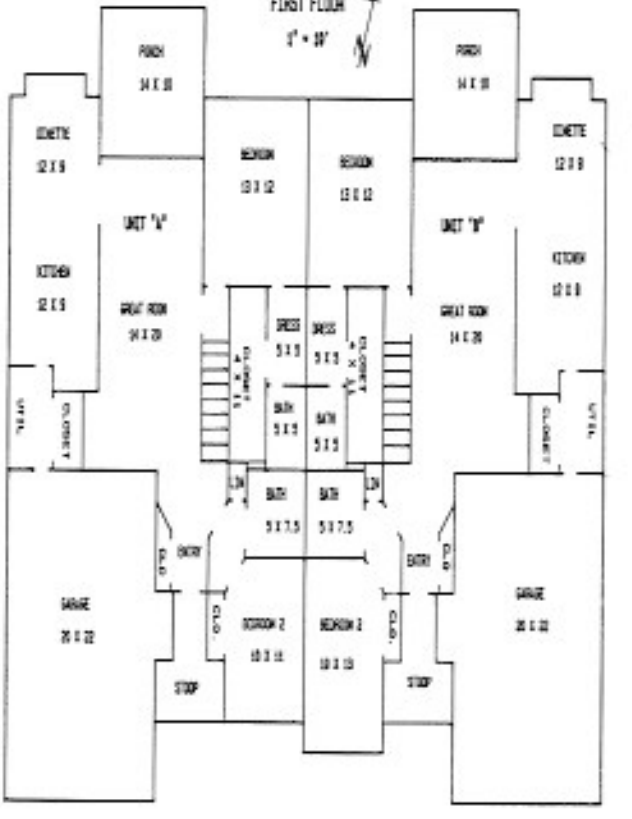
I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND CORRECTLY SHOWS THE LOCATION OF EACH BUILDING AND COMMON ELEMENTS TO THE BEST OF MY BELIEF AND ABILITY.

DONALD J. VAN ELSEN W.R.L.S. S-1238

WISCONSIN
DONALD J. VAN ELSEN
S-1238
LAND SURVEYOR







VOL 1627 PAGE 065

1526197

SHEBOYGAN COUNTY, WI
RECORDED ON

12-02-1998 10:19 AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 18.00
TRANSFER FEE:

006969 0004

Recording Area

Name and Return Address

John G. Navis
917 South Main Street
Cedar Grove, WI. 53013

BY-LAWS OF 928-920 ESSLINK LANE

CONDOMINIUM OWNER'S ASSOCIATION

Document Number

Document Title

For Exhibit see Vol 13 of Condos Page 235, Doc. No. 1526195

Lot 3, Navis Rolling Meadows, Village of Cedar Grove, Sheboygan County, Wisconsin;

Now Known As Unit A and Unit B, 928-930 Esslink Lane Condominium, Village of Cedar Grove, Sheboygan County, Wisconsin.

Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

BY-LAWS OF 928-930
ESSLINK LANE CONDOMINIUM OWNER'S ASSOCIATION

ARTICLE 1
NAME AND LOCATION

THE NAME OF THE UNINCORPORATED ASSOCIATION SHALL BE **928-930 ESSLINK LANE CONDOMINIUM ASSOCIATION**, HEREAFTER REFERRED TO AS THE "ASSOCIATION." THE PRINCIPAL OFFICE OF THE ASSOCIATION SHALL BE INITIALLY LOCATED AT **917 S MAIN STREET, CEDAR GROVE, WI 53013**, BUT MEETINGS OF MEMBERS AND DIRECTORS MAY BE HELD AT OTHER PLACES WITHIN THE STATE OF WISCONSIN.

ARTICLE 2
NAME AND LOCATION

SECTION 1. "ASSOCIATION" SHALL MEAN AND REFER TO **928-930 ESSLINK LANE CONDOMINIUM OWNER'S ASSOCIATION**, AN UNINCORPORATED ASSOCIATION ORGANIZED PURSUANT TO SECTION 703.13 AND 703.365 OF THE WISCONSIN STATUTES, ITS SUCCESSORS AND ASSIGNS.

SECTION 2. "PROPERTY" SHALL MEAN AND REFER TO THAT CERTAIN REAL PROPERTY DESCRIBED IN THE CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASMENTS, AND SUCH ADDITIONS THERETO AS MAY BE HEREAFTER ANNEXED BY AMENDMENT TO SAID DECLARATION.

SECTION 3. "COMMON ELEMENTS" SHALL MEAN AND REFER TO ALL REAL PROPERTY MAINTAINED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS. WHEREVER THE VERBIAGE "COMMON AREA" IS USED IN THE BY-LAWS, IT SHALL MEAN "COMMON ELEMENTS".

SECTION 4. "UNIT" SHALL MEAN AND REFER TO ANY UNIT (INCLUDING GARAGE) SHOWN UPON ANY RECORDED PLAT OF SURVEY OF THE PROPERTY WITH THE IMPROVEMENTS THEREON.

SECTION 5. "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF THE FEE SIMPLE TITLE TO ANY UNIT WHICH IS A PART OF THE PROPERTY, INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE WHICH HAVE SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF THE OBLIGATION.

SECTION 6. "DECLARATION" SHALL MEAN AND REFER TO CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS, AND EASMENTS APPLICABLE TO THE PROPERTY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN.

SECTION 7. "MEMBER" SHALL MEAN AND REFER TO THOSE PERSONS ENTITLED TO MEMBERSHIP AS PROVIDED IN THE DECLARATION.

ARTICLE 3
MEETING OF MEMBERS

SECTION 1. ANNUAL MEETINGS. THE FIRST ANNUAL MEETING OF THE MEMBERS SHALL BE HELD WITHIN ONE (1) YEAR FROM THE DATE THAT THE FIRST CONDOMINIUM UNIT IS CONVEYED BY AND DECLARANT TO ANY PERSON OTHER THAN THE DECLARANT, AND EACH SUBSEQUENT ANNUAL REGULAR MEETING OF MEMBERS SHALL BE HELD ON THE SAME DAY OF THE SAME MONTH OF EACH YEAR THEREAFTER. IF THE DAY FOR THE ANNUAL MEETING OF THE MEMBERS IS A LEGAL HOLIDAY, THE MEETING SHALL BE HELD ON THE FIRST DAY FOLLOWING WHICH IS NOT A LEGAL HOLIDAY.

SECTION 2. SPECIAL MEETINGS. SPECIAL MEETINGS OF THE MEMBERS MAY BE CALLED AT ANY TIME BY ANY MEMBER OF THE BOARD OF DIRECTORS, OR UPON WRITTEN REQUEST OF FIFTY PERCENT (50%) OF THE MEMBERS WHO ARE

ENTITLED TO VOTE.

SECTION 3. NOTICE OF MEETINGS. WRITTEN NOTICE OF EACH MEETING OF THE MEMBERS SHALL BE GIVEN BY, OR AT THE DISCRETION OF, THE SECRETARY OR PERSON AUTHORIZED TO CALL THE MEETING, BY DELIVERING WRITTEN NOTICE, EITHER PERSONALLY OR BY MAIL AT LEAST TEN (10) DAYS BEFORE SUCH MEETING TO EACH VOTING MEMBER ENTITLED TO VOTE THEREAT, LAST APPEARING ON THE BOOKS OF THE ASSOCIATION FOR THE PURPOSE OF NOTICE. SUCH NOTICE SHALL SPECIFY THE PLACE, DAY AND HOUR OF THE MEETING, AND, IN THE CASE OF A SPECIAL MEETING, THE PURPOSE OF THE MEETING.

SECTION 4. QUORUM. THE PRESENCE AT THE MEETING OF ONE HUNDRED PERCENT (100%) OF THE UNIT VOTES ENTITLED TO BE CAST IN PERSON OR BY PROXY SHALL CONSTITUTE A QUORUM FOR ANY ACTION.

SECTION 5. PROXIES. AT ALL MEETINGS OF MEMBERS, EACH MEMBER MAY VOTE IN PERSON OR BY PROXY. ALL PROXIES SHALL BE IN WRITING AND FILED WITH THE SECRETARY. EVERY PROXY SHALL BE REVOCABLE AND SHALL AUTOMATICALLY CEASE UPON CONVEYANCE BY THE MEMBER OF HIS/HER UNIT, OR UPON EXPIRATION OF ONE HUNDRED EIGHTY (180) DAYS FOLLOWING ISSUANCE, UNLESS GRANTED TO A MORTGAGEE OR LESSEE.

ARTICLE 4
BOARD OF DIRECTORS-SELECTION-TERM OF OFFICE

SECTION 1. NUMBER. THE BOARD OF DIRECTORS SHALL BE COMPOSED OF ONE REPRESENTATIVE FROM EACH UNIT, CHOSEN BY AND AMONG THE UNIT OWNERS OF THE UNIT.

SECTION 2. ACTION TAKEN WITHOUT A MEETING. THE DIRECTORS SHALL HAVE THE RIGHT TO TAKE ACTION IN THE ABSENCE OF A MEETING WHICH THEY COULD TAKE AT A MEETING BY OBTAINING THE WRITTEN APPROVAL OF ALL DIRECTORS. ANY ACTION SO APPROVED SHALL HAVE THE SAME EFFECT AS THOUGH TAKEN AT A MEETING OF THE DIRECTORS.

ARTICLE 5
MEETING OF DIRECTORS

SECTION 1. REGULAR MEETINGS. REGULAR MEETINGS OF THE BOARD OF DIRECTORS SHALL BE HELD QUARTERLY WITHOUT NOTICE, AT SUCH PLACE AND HOUR AS MAY BE FIXED FROM TIME TO TIME BY RESOLUTION OF THE BOARD. SHOULD SAID MEETING FALL UPON A LEGAL HOLIDAY, THEN THAT MEETING SHALL BE HELD AT THE SAME TIME ON THE NEXT DAY WHICH IS NOT A LEGAL HOLIDAY.

SECTION 2. SPECIAL MEETINGS. SPECIAL MEETINGS OF THE BOARD OF DIRECTORS SHALL BE HELD WHEN CALLED BY EITHER DIRECTOR AFTER NOT LESS THAN FIVE (5) DAYS NOTICE TO THE OTHER DIRECTOR.

SECTION 3. QUORUM. BOTH DIRECTORS ARE NECESSARY TO CONSTITUTE A QUORUM FOR THE TRANSACTION OF BUSINESS.

ARTICLE 6
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. POWERS. THE BOARD OF DIRECTORS SHALL HAVE POWER TO:

(a) ADOPT AND PUBLISH RULES AND REGULATIONS GOVERNING THE USE OF THE COMMON AREA AND FACILITIES, AND THE PERSONAL CONDUCT OF THE MEMBERS AND THEIR GUESTS THEREON, AND TO ESTABLISH

PENALTIES FOR THE INFRACTION THEREOF;

(b) EXERCISE FOR THE ASSOCIATION ALL POWERS, DUTIES AND AUTHORITY VESTED IN OR DELEGATED TO THIS ASSOCIATION AND NOT RESERVED TO THE MEMBERSHIP BY OTHER PROVISIONS OF THESE BY-LAWS, OR THE DECLARATION;

(c) EMPLOY A MANAGER, AN INDEPENDENT CONTRACTOR, OR SUCH OTHER EMPLOYEES AS THEY DEEM NECESSARY, AND TO PRESCRIBE THEIR DUTIES.

SECTION 2. DUTIES. IT SHALL BE THE DUTY OF THE BOARD OF DIRECTORS, TO:
(a) CAUSE TO BE KEPT A RECORD OF ALL ITS ACTS AND AFFAIRS AND TO PRESENT A STATEMENT THEREOF TO THE MEMBERS AT THE ANNUAL MEETING OF THE MEMBERS OR AT ANY SPECIAL MEETING WHEN SUCH STATEMENT IS REQUIRED IN WRITING;
(b) SUPERVISE ALL AGENTS AND EMPLOYEES OF THE ASSOCIATION AND TO SEE THAT THEIR DUTIES ARE PROPERLY PERFORMED.
(c) AS MORE FULLY PROVIDED IN THE DECLARATION, TO
(i) FIX THE AMOUNT OF THE ANNUAL ASSESSMENT AGAINST EACH UNIT;
(ii) SEND WRITTEN NOTICE OF EACH ASSESSMENT TO EACH UNIT OWNER THIRTY (30) DAYS IN ADVANCE OF EACH ANNUAL ASSESSMENT;
(iii) FORECLOSE THE LIEN AGAINST ANY PROPERTY FOR WHICH ASSESSMENTS ARE NOT PAID WITHIN THIRTY (30) DAYS AFTER DUE DATE OR TO BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME;
(iv) ISSUE, OR TO CAUSE AN APPROPRIATE OFFICER TO ISSUE, UPON DEMAND BY ANY PERSON, A CERTIFICATE SETTING FORTH WHETHER OR NOT ANY ASSESSMENT HAS PEEN PAID. A REASONABLE CHARGE MAY BE MADE BY THE BOARD FOR THE ISSUANCE OF THOSE CERTIFICATES. IF A CERTIFICATE STATES AN ASSESSMENT HAS BEEN PAID, SUCH CERTIFICATES SHALL BE CONCLUSIVE EVIDENCE OF SUCH PAYMENT;
(v) PROCURE AND MAINTAIN ADEQUATE LIABILITY AND HAZARD AND OTHER INSURANCE ON PROPERTY OWNER BY THE ASSOCIATION;
(vi) CAUSE THE COMMON AREA TO BE MAINTAINED;
(vii) CAUSE THE EXTERIOR OF THE BUILDING TO BE MAINTAINED.

ARTICLE 7
OFFICERS AND THEIR DUTIES

SECTION 1. ENUMERATION OF OFFICERS. THE OFFICERS OF THIS ASSOCIATION SHALL BE A PRESIDENT AND SECRETARY-TREASURER.

SECTION 2. ELECTION OF OFFICERS. THE ELECTION OF OFFICERS SHALL TAKE PLACE AT THE FIRST MEETING OF THE BOARD OF DIRECTORS FOLLOWING EACH ANNUAL MEETING OF THE MEMBERS.

SECTION 3. TERM. THE OFFICERS OF THIS ASSOCIATION SHALL BE ELECTED ANNUALLY BY THE BOARD AND SHALL HOLD OFFICE FOR ONE (1) YEAR UNLESS HE/SHE SHALL SOONER RESIGN OF OTHERWISE BE DISQUALIFIED TO SERVE.

SECTION 4. DUTIES. THE DUTIES OF THE OFFICERS ARE AS FOLLOWS:
(a) PRESIDENT. THE PRESIDENT SHALL PRESIDE AT ALL MEETINGS OF THE BOARD OF DIRECTORS, SHALL SEE THAT THE ORDERS AND RESOLUTIONS OF THE BOARD ARE CARRIED OUT; SHALL SIGN ALL NECESSARY WRITTEN INSTRUMENTS;
(b) SECRETARY-TREASURER. THE SECRETARY-TREASURER SHALL RECORD THE VOTES AND KEEP THE MINUTES OF ALL MEETINGS OF THE BOARD AND OF THE MEMBERS; KEEP ALL APPROPRIATE CURRENT RECORDS SHOWING THE MEMBERS OF THE ASSOCIATION, TOGETHER WITH THEIR ADDRESSES;

SHALL RECEIVE AND DEPOSIT IS APPROPRIATE BANK ACCOUNTS ALL MONIES OF THE ASSOCIATION AND SHALL DISBURSE SUCH FUNDS AS DIRECTED BY RESOLUTION OF THE BOARD OF DIRECTORS; KEEP PROPER BOOKS OF ACCOUNT, PREPARE AN ANNUAL BUDGET AND A STATEMENT OF INCOME AND EXPENDITURES TO BE PRESENTED TO THE MEMBERSHIP AT ITS REGULAR ANNUAL MEETING AND DELIVER A COPY TO EACH MEMBER.

ARTICLE 8
ASSESSMENTS

AS MORE FULLY PROVIDED IN THE DECLARATION. EACH MEMBER IS OBLIGATED TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS WHICH ARE SECURED BY A CONTINUING LIEN UPON THE PROPERTY AGAINST WHICH AN ASSESSMENT IS MADE. ANY ASSESSMENT WHICH IS NOT PAID WHEN DUE SHALL BE DEEMED TO BE DELINQUENT. IF THE ASSESSMENT ID NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DUE DATE AT A RATE OF TWELVE PERCENT (12%) PER ANNUM. THE ASSOCIATION OR ANY UNIT OWNER MAY BRING ACTION AT LAW AGAINST THE NON-PAYING OWNER PERSONALLY OBLIGATED TO PAY THE SAME OR FORECLOSE THE LIEN AGAINST THE PROPERTY, AND INTEREST, COSTS, AND REASONABLE ATTORNEY'S FEES OF ANY SUCH ACTION SHALL BE ADDED TO THE AMOUNT OF SUCH ASSESSMENT. NO OWN MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR THEREIN BY NON-USE OF THE COMMON AREA OR ABANDONMENT OF HIS/HER UNIT. A SUIT TO RECOVER A MONEY JUDGEMENT FOR UNPAID EXPENSES HERETO SHALL BE MAINTAINABLE WITHOUT FORECLOSING OR WAIVING THE LIEN SECURING THE SAME.

ARTICLE 9
AMENDMENTS

SECTION 1. THESE BY-LAWS MAY BE AMENDED AT A REGULAR OR SPECIAL MEETING OF THE MEMBERS BY AN AFFIRMATIVE SEVENTY-FIVE PERCENT (75%) OF THE UNIT VOTES TO BE CAST EITHER IN PERSON OR BY PROXY.

SECTION 2. IN CASE OF A CONFLICT BETWEEN THESE BY-LAWS AND THE DECLARATION, THE DECLARATION SHALL CONTROL.

IN WITNESS THEREOF, John G. Navis HAS HERETO PLACED HIS SEAL THIS 1st DAY OF December, 1998.

John G. Navis, Managing Member of
JDN Properties, LLC

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this 1st day of December, 1998, the above named John G. Navis, to me known to be the person who executed the foregoing instrument and acknowledge the same.

LEON D. STEIN NOTARY PUBLIC

Notary Public, State of Wisconsin
My Commission expires: 4/30/2000

Drafted By: John G. Navis