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Document No.

DECLARATION OF CONDOMINIUM FOR KETTLE RIDGE CONDOMINIUMS

39

Return to:

Andrew J. Niebler
Schloemer Law Firm, S.C.
143 S. Main Street, Third Floor
West Bend, WI 53095

Parcel Numbers

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DECLARATIONS FOR KETTLE RIDGE CONDOMINIUMS

This Declaration of Condominium ("Declaration") is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 31st day of October, 2022, by **REEF POINT RESORT CORP.** a Wisconsin corporation (hereinafter referred to as "Declarant").

ARTICLE I

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 by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the condominium form of use and 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 effected 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 hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

Declarant reserves the right to expand the Condominium by subjecting additional property to the Condominium Declaration. As each additional parcel is subjected to the Declaration, the percentage of ownership in the Common Elements shall be re-allocated by the Declarant based on the square footage of each unit compared to the total square footage of all units combined. All Units' undivided interests in the Common Elements shall be recalculated at each expansion, and each Unit's undivided interest in the Common Elements shall be equal to the proportion of that Unit's square footage to the total square footage for all Units subject to the Declaration. The right to expand the Condominium is reserved by the Declarant for a period not exceeding ten (10) years from the date of recording of this Declaration. If the Declarant adds additional property to the Condominium, the Declarant shall record an amendment to this Declaration showing the new percentage of ownership in the Common Elements and the votes which each Unit Owner may cast in the Condominium as expanded. Upon recording of an amendment to this Declaration each Unit Owner has the percentage of ownership in the Common Elements, liabilities in the common expenses, rights to common surpluses, and shall have the number of votes, set forth in the amendment to this Declaration. Following any expansion, the interest of any mortgagee shall attach to the new percentage of ownership in the Common Elements appurtenant to the Unit on which it is a lien.

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration is **KETTLE RIDGE CONDOMINIUMS** (the "Condominium").

2.02 **Legal Description**. The real estate designated as Unit 3 and 4 on the Kettle Ridge Condominium Plat is subject to the provisions of this Declaration.

2.03 **Parcels To Be Added**. The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this Condominium are as follows:

Each Lot listed as an Expansion on the Kettle Ridge Condominium Plat attached hereto as Exhibit A and incorporated herein.

ARTICLE III

DESCRIPTION OF UNITS

3.01. **Identification of Units.** The Condominium shall initially consist of one (1) building on the real estate described in Section 2.2 above which shall contain a total of two (2) living units together with the Common Elements and the Limited Common Elements as described in Article IV. The Declarant currently anticipates that the Units and buildings shall be positioned as shown on the Condominium Plat attached hereto marked Exhibit "A" and made a part hereof, but reserves the right to change the number of buildings, layout, location, and dimensions if required to achieve the best development, in the opinion of the Declarant. The buildings shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements, the additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements.

Enlargement of the Condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are Unit Owners given any rights, to add any property or construct any additional Units as a part of the original Condominium.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The units are more fully described in the Condominium Plat attached hereto marked Exhibit "A" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and Units as finally located and erected. Declarant reserves the right to change the layout and dimensions of the buildings and Units shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and Units.

3.02. **Number and Identification of Units**. There shall be a total of two (2)

condominium Units.

3.03. **Boundaries of Units.** The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be a horizontal plane parallel to the under surface of the ceiling of the highest level of the Unit.

(b) Lower Boundary. The lower boundary of the Unit shall be a horizontal plane parallel to the upper surfaces of the base floor of the lowest level of the Unit.

(c) Vertical Boundary. The vertical boundaries of each Unit shall be the center line of the interior walls bounding the Unit..

Each Unit shall include one (1) boat slip at the slip location designated for the Unit by the Association. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries. All portions of any building within a Unit, including but not limited to foundations, roofs, exterior walls, doors, door frames, windows, window frames, porches, stoops and external HVAC equipment and utility equipment located within or contiguous to the Unit. Notwithstanding, any pipes, wires, fiber optic lines, conduits and public or private utility lines running through the Unit that serve more than one (1) Unit are Common Elements. Each Unit, being a cubicle of space, exists as a completed Unit on the date of creation of this Condominium and thereafter, notwithstanding the fact that no building or other improvement may exist within the boundaries of the Unit.

The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Each Unit shall also have a garage which is intended for individual, private use comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors and ceilings of the building. The garage shall also consist of the windows, window frames, doors and door frames which are located within or contiguous to the Unit. Said boundaries are shown on the Condominium Plat, together with all fixtures and improvements therein contained. A Unit and its garage may not be separated. The addresses for Units are set forth on **Exhibit B**, attached hereto and incorporated herein. The fee simple owner of a Unit shall be known as "Unit Owner".

ARTICLE IV

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.01 **Common Elements**. The "Common Elements" shall consist of all of the Condominium, except the Units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each Unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building,

the piers, riparian rights, private roads, walks, driveways and landscaping.

Each Unit Owner shall have an easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-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 Elements be restored to their former condition by the Unit Owner at the Unit Owner's 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, Declarant 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.

Each Unit Owner shall have the right of ingress to and egress from such Unit. Such rights shall be perpetual and appurtenant to the Unit Ownership.

The manner of use of the Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

4.02. **Limited Common Elements.** Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owner and are designated as "Limited Common Elements" as are shown on the Condominium Plat. Limited Common Elements consist of the walks, patios, decks, or porches, if any, immediately adjacent and appurtenant to each Unit to which it is accessed by a door from a Unit and the driveway immediately adjacent and appurtenant to the garage door to each Unit. Limited Common Elements shall be reserved for the exclusive use of the Unit to which they are appurtenant. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

The Unit Owners at the Unit Owner's sole cost and expense shall be responsible for the maintenance, repair and replacement and shall keep in good order and repair, and in a safe and sanitary condition all Limited Common Elements designated to the Unit Owner. In undertaking and performing all maintenance, repairs and replacements, Unit Owners shall use good faith and due diligence. This shall specially include, but not be limited to, having duly qualified individuals perform such maintenance repair and replacement and only using new parts and material of good quality in connection with the same. In addition, all such maintenance, repairs, replacements, parts and materials shall comply with applicable codes and regulations. In the event a Unit Owner fails to perform any item of maintenance, repair and/or replacement within a reasonable period of time following receipt of notice of the same from the Association, the Association may perform such maintenance, repair and replacement and recoup the cost of the same (including a reasonable mark-up for the materials purchased by the Association and reasonable labor costs for services performed by agents or employees of the Association) from the Unit Owner as a special assessment against

the Unit Owner pursuant to Article VI of this Declaration.

4.03. **Conflict Between Unit Boundaries; Common Element Boundaries.**

(a) If any portion of the Common Elements or Limited Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements or Limited Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Unit, or as a result of settling or shifting of a Unit, then the existing physical boundaries of such Units, Common Elements or Limited Common Elements shall be conclusively presumed to be the boundaries of such Units, Common Elements or Limited Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 or elsewhere in this Declaration or shown on the Plat and the existing physical boundaries of any such Units, Common Elements or Limited Common Elements.

(b) If any portion of the Common Elements or Limited Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements or Limited Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Unit, or as a result of settling or shifting of a Unit, then a valid easement for the encroachment and for its maintenance shall exist so long as such Unit stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements or Limited Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units, Common Elements or Limited Common Elements shall continue to be determined by the square footages, if any, shown on the Plat for all purposes under this Declaration.

4.04. **Parking**. Unit Owners may park Licenses Vehicles, as that term is defined herein in the driveway serving a Unit, providing such parking does not interfere with the access to other Unit's garage. "Licensed Vehicles" shall mean non-commercial cars, SUVs, vans and pickups with a license plate that is currently registered with a department of motor vehicles with a governmental entity. At no time shall a Unit Owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in the Common Elements or Limited Common Elements without first obtaining the written consent of the Association.

4.05. **Satellite Dish**. There shall be no satellite dish of any type placed upon any of the Common Elements or Limited Common Elements without complying with this paragraph. The Unit Owner installing the satellite dish shall place the satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not affect the structural soundness or integrity of any building. The Unit Owner

installing the satellite dish shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by the Board of the Association.

4.06 **Ownership of Common Elements**. Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each Unit shall be as follows:

One equal ownership interest per Unit owned divided by the total number of Units. For example only if a Unit Owner owns one (1) Unit and there are a total of eleven (11) Units, the Unit Owner's percentage interest in the Common Elements shall equal $1/11^{th}$.

With each phase of development, the percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each such Unit shall change. A Unit Owner or mortgagee gaining an interest in any Unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

4.07. **Conveyance**. No Unit Owner may sell, convey or transfer any legal or equitable interest in the Unit Owner's Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the interests; any sale, conveyance or transfer shall be deemed to include all such rights, title, interests and obligations of the Unit Owner. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit without including therein both the interest in the Unit and the corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof 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 therein.

4.08. **Partition**. There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this agreement 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 Units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants for any Unit.

ARTICLE V

USE AND RESTRICTIONS

5.01. **Residential Purposes**. 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 Bylaws of the Association. Each Unit shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Condominium, except for (1) the incidental use of a Unit for personal business conducted by mail/courier and telecommunications or incidental visits to the Unit so that the Condominium is not burdened by frequent visits by business service providers or customers, or (2) the sale of Units, subject to the other provisions hereof and any Rules related thereto. By way of example, but not as an exhaustive list, permitted personal businesses may include professionals who work in a studio/office which is part of the principal residence; providers of personal care products or plastic containers who hold infrequent (meaning no more than 1 per month) small gatherings of potential customers in their residence; and consultants/salespersons whose primary communications does not involve more than incidental personal meetings in the residence. The Board of the Association may adopt Rules to give further examples of permitted businesses, and to provide further reasonable limitations on the conduct of businesses, with the intent of preserving the character of the Condominium for residential purposes. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a home as a place of residence and limited recreation. There shall be no rental of residences within the Condominium. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests.

5.02. **Leasing of Units**. Unit Owners including the Declarant may lease or rent a Unit; however, the lease must be in writing and must have a minimum initial term of six (6) months. No rooms in any Unit may be rented and no transient tenants may be accommodated. As a condition of the rental or lease of a Unit, the Unit Owner grants the Association power of attorney to bring an eviction action against a tenant of the Unit Owner who has failed to comply with the Declaration, the Bylaws, rules of the Association, or any act or omission that constitutes grounds for eviction under Chapter 704 of the Wisconsin Statutes, if the Unit Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. Giving notice terminating, or not renewing a tenant's lease or rental agreement within sixty (60) days after an eviction request by the Association, constitutes reasonable action to evict the tenant for purposes of this paragraph. The Association shall give the Unit Owner ten (10) days' written notice of the Association's intent to evict a tenant. The cost of the eviction, including but not limited to attorney fees incurred by the Declarant and/or the Association, shall be the responsibility of the Unit Owner and shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two (2) years after the date the assessment becomes due.

The tenant of a Unit who fails to comply with this Declaration, the Bylaws, rules of the Association, or the Act that results in a charge, fine, or assessment imposed by the Association pursuant to the Bylaws or Association rules is liable for the charge, fine, or assessment. The Unit

Owner of the Unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessments imposed by the Association for which the tenant is liable that are not paid by the tenant within thirty (30) days after receiving notice of the charge, fine, or assessment. If the Association imposes a charge, fine, or assessment as a result of a violation by the tenant of a Unit, the Association shall give notice to the tenant by any method under Wisconsin Statute Section 704.21(e) and to the Unit Owner of the Unit occupied by the tenant by any method under Wisconsin Statute Section 704.21(d). The notice shall include all of the following:

(a) The amount of charges, fines, or assessments for which the tenant is liable.

(b) Notice that if the tenant fails to pay the Association the amount for which the tenant is liable within thirty (30) days after the tenant receives the notice, the Unit Owner is liable to the Association for the unpaid amount by the tenant.

The rental or lease of a Unit constitutes an agreement by the tenant, as a condition of the Lease, to comply with this Declaration, the Bylaws, the rules of the Association, and the provisions of the Act. Within five (5) business days after entering into or renewing a written Lease Agreement, the Unit Owner shall provide a copy of the Lease Agreement to the Association. The Association shall keep a copy of the Lease Agreement on file while the Lease Agreement is in effect. Prior to the occupancy of a Unit, the Unit Owner shall provide a copy of this Declaration, the Bylaws, and the rules of the Association, to the tenant, or place the information in the Unit.

5.03. **Use of the Common Elements**. The Common Elements shall be used as follows:

(a) Unit Owner's Right to Ingress and Egress. Each Unit Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary to access the Unit Owner's Unit, and such rights shall be appurtenant to and pass with the title of each Unit.

(b) Intended Purpose. The Common Elements shall be used solely for the purposes for which they were intended. No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association, except specifically provided for herein. Notwithstanding, Unit Owners may keep and store items on the Limited Common Elements if not otherwise prohibited by these Declarations or the Association. Nothing shall be altered on, constructed or removed from the Common Elements, except upon the prior written consent of the Association.

(c) Alterations. A Unit Owner shall not paint, decorate or alter the appearance of the Common Elements or the exterior of the buildings without the approval of the Board of Directors of the Association. No Unit Owner may erect, post or display posters, signs or advertising material on or in the Common Elements; provided however, Unit Owners may erect or post temporary signs of customary and reasonable dimension relating to the sale of the Unit.

(d) Parking. Parking areas including the driveways, whether designated as Common Elements or Limited Common Elements, shall be used in accordance with these Declarations and the rules and regulations of the Association. All vehicles parked on the parking areas shall at all times be in running condition and have current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom, to permit the parking areas to be repaired, resurfaced, repainted, striped or permit cleaning or the removal of snow or similar purposes.

5.04 **Prohibition of Damage and Certain Activities**. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements or any part thereof which would increase the rate of insurance for the Condominium or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit, the Common Elements, Limited Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. A Unit Owner may make improvements or alterations within his or her Unit that do not impair the structural integrity or lessen the support of any portion of the Condominium. A Unit Owner may not change the exterior appearance of a Unit or of any other portion of the Condominium without the permission of the Board of Directors of the Association. No damage to, or waste of the Common Elements, Limited Common Elements or any part thereof shall be committed by any Unit Owner, guest or any invitee of any Unit Owner, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by the Unit Owner or the Unit Owner's guest or invitee, to the Association or the other Unit Owners. No noxious, destructive or offensive activity shall be carried on in any Unit, the Common Elements, or Limited Common Elements or any part thereof as may become an annoyance or nuisance to any other Unit Owner or to any other person at any time lawfully occupying the Unit.

5.05. **Rules and Regulations**. No Owner shall violate the rules and regulations for the use of the Units, Limited Common Elements and of the Common Elements, as further stated in this Declaration or as adopted from time to time by the Association. Any rule or regulation adopted by the Association shall supersede any previous rule or regulation stated herein.

5.06. **Delegation of Use**. Any Unit Owner may delegate, in accordance with the By-Laws, or this Declaration, the Unit Owner's right of enjoyment of the Common Elements and facilities to the members of Unit Owner's family, to the tenants of Unit, or contract purchasers of the Unit, guests and invitees of the Unit Owners and only to said individuals.

5.07. **Restrictions on Use of Vehicles**. Except for Licensed Vehicles, Automobiles, trucks, motorcycles, bicycles, and all other vehicles, including all recreational vehicles (which shall include snowmobiles, boats and other watercraft, trail bikes, travel trailers and vans, motor homes, all-terrain vehicles and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on the Property outside an enclosed garage without the prior written approval of the Association (which may be withheld in its sole and absolute discretion, including aesthetic appearances), except for temporary storage for loading and unloading purposes for a period of not more than seventy-two (72) hours. Recreational vehicles shall also not be used or operated on

Common Elements except in dedicated parking areas and roadways in accordance with applicable traffic laws.

5.08. **Animals and Pets**. No animals, livestock, poultry, or reptile of any kind shall be raised, bred or kept at the Condominium or within a Unit, except that up to two (2) licensed and insured dogs, cats and other normal household pets (as may be approved by the Association from time to time) may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner, or which may be contrary to applicable law. The right of a Unit Owner to keep such a pet is subject to the condition that the pet is not allowed to unreasonably annoy any other Unit Owner and is not allowed to run at large. No exterior pet kennels or related structure or enclosures shall be permitted at any time. Unit Owners are not permitted to board any animals, whether or not owned by the Unit Owners. Animals may not be kept outside except for short periods of time, such as four (4) hours, and are kept in such a way as not to be a nuisance to any other Unit Owner provided that the owner supervises the pet and maintains the pet on a leash. Any animal kept by a Unit Owner shall never create an unsanitary condition anywhere at the Condominium. In the event a pet should lunge at, strike, attack, or bite any Unit Owner, guest, invitee or passerby (or attempt to do any of the foregoing), the pet shall be required to be removed immediately. All Unit Owners further agree to have adequate insurance to cover any incident resulting from the ownership and presence of a pet on the Property. If said insurance is cancelled or modified to exclude coverage of said pet, the Unit Owner shall have the pet or animal removed immediately. All Unit Owners further agree to indemnify and hold harmless the Declarant, the Board of Directors of the Association from all costs, judgments, claims, expenses including attorneys' fees) related to or arising out of any incident involving said pet(s)/animals(s).

5.09. **Garbage and Refuse**. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor. The Common Elements or Limited Common Elements shall not be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage in sanitary, covered containers located in an enclosed garage. There shall be no burning or burial of any garbage, trash, or debris at any time

5.10. **Outside Storage**. The Common Elements or Limited Common Elements shall not be used for the outside storage of any items of personal property, including without limitation, cars, trucks, other vehicles, equipment, furniture, firewood, trash containers, tools or ladders, except patio furniture which is located Limited Common Elements between April 15 and October 31 of each year.

5.11. **Outside Structures**. No outdoor structures sheds, detached garages or other enclosed structures, swing sets or jungle gyms, shall be erected on the Common Elements or Limited Common Elements. No clothes lines are allowed

5.12. **Landscaping**. All landscaping shall be the responsibility of Association and shall be performed pursuant to the landscape plan submitted to and approved by the Town of Hartford.

(a) Subject to written approval by the Association, Unit Owners shall be allowed to create flower and/or vegetable gardens of no more than one hundred square feet

(100 sq. ft.) to be located within the respective Unit's Limited Common Elements. Any garden created under this Section shall be maintained solely by Unit Owner so as not to be a nuisance to any other Unit Owne1. The Association shall have the authority to set or change the rules and regulations as to the size of such gardens and allowable plantings.

(b) No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Association.

5.13. **Utility Wiring**. A11 utility lines and wiring for gas, electric, telephone and cable television service to a home, garage or other improvement shall be installed underground.

5.14. **Mailboxes and Streetlights**. All mailboxes and streetlights used on the Common Elements and Limited Common Elements shall be purchased by Declarant or Association. After installation of the mailbox and streetlights is completed by the Declarant, each individual Unit Owner shall be responsible for the maintenance, repair and replacement of the mailbox and streetlights. In the event replacement is required, Unit Owner shall replace the mailbox and street lights with the same or substantially similar products.

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01. **General.** Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "**KETTLE RIDGE CONDOMINIUMS ASSOCIATION, INC.**" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Condominium or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

6.02. **Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and the Association as long as the Declarant owns one or more Units or the right to expand the Property and pay all

expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. Notwithstanding, until the sale of the first Unit, any contract including but not limited to management contracts entered into by the Association shall not be for more than one year. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date; or (b) thirty (30) days after the conveyance of the last Unit; or (c) thirty (30) days after the Declarant's election to waive its right of control.

6.03. **Board of Directors.** The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall consist of three (3) members. As long as the Declarant owns one or more of the Units in the Condominium (the "Threshold"), the Board of Directors of the Association shall be appointed by the Declarant. After the Declarant 's interest falls below the Threshold, the Board of Directors shall be elected by a simple majority vote of the Unit Owners. However, nothing contained herein shall prevent the Declarant, at its sole discretion, from turning control of the Board of Directors of the Association over to the members of the Association at any time. The Declarant shall be entitled to one (1) vote for each Unit owned or yet to be constructed. Within thirty (30) days after the Declarant's interest falls below the Threshold, the Association shall hold a meeting, and the Unit Owners shall elect the directors. Not later than forty-five (45) days following the expiration of the Declarant's control for any reason, the Association shall hold a meeting and the Unit Owners shall elect the Board of Directors and officers of the Association in accordance with the Bylaws.

6.04. **Voting**. Voting shall be as follows:

(a) All Owners shall be entitled to one (1) vote foreach Unit owned. When more than one person holds an interest in any Unit, the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association, in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary, applicable to all votes, until rescinded.

(b) The Declarant shall be entitled to one vote for each Unit owned or yet to be constructed.

6.05. **Condominium Documentation**. The Association shall be required to make available to Unit Owners, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual financial statement, if such is

prepared. Upon written request from any of the Unit Owners, agencies, or corporations which have an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year. The Association shall make a financial statement for the preceding fiscal year available to the holder, insurer, or guarantor of any first mortgage that is secured by a Unit on submission of a written request for it. The financial statement shall be made available within one hundred twenty (120) days of the fiscal year end of the Association. The cost of the preparation of the financial statement shall be at the expense of the Association.

6.06. **Services**. The Association may obtain and pay for the services of any person or entity, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association, or by any person or entity with whom or which the Association contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements, or the enforcement of this Declaration, Bylaws and Rules and Regulations. The Association may arrange with others to furnish water, trash collection and other common utilities, to each Unit. The costs of such utilities shall be paid from assessments by the Association.

6.07. **Personal Property for Common Uses**. The Association may acquire and hold for the use and benefit of all of the Owners, tangible and intangible personal property, and may dispose of the same by sale, or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Unit Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable, except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property, without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

6.08. **Common Expenses.** Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 7.08, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; insurance, maintenance and management salaries and wages and any and all such other expenses incurred by the Association.

(a) Declarant's Obligations for Common Expenses During Period of Declarant Control. As set forth in Section 703.16(2)(b), Wisconsin Statutes, during the period of Declarant control of the Association pursuant to Section 6.02 and Section 703.15(2)(c), Wisconsin Statutes, if any Unit owned by the Declarant is exempt from assessments for Common Expenses until the Unit is sold, the total amount assessed against Units that are not exempt from assessments may not exceed the amount that equals non-exempt Units' budgeted share of Common Expenses based on the anticipated Common

Expenses set forth in the annual budget under Section 703.16(2)(a), Wisconsin Statutes. The Declarant is liable for the balance of the actual Common Expenses if any Units owned by the Declarant are exempt from the assessment of Common Expenses.

(b) Statutory Reserve Account. The Declarant elects not to establish a statutory reserve account at the time of creation of this Condominium. Pursuant to the provisions of Section 703.163(4), Wisconsin Statutes, the issue of the statutory reserve account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of the Declarant's control.

6.09. **General Assessments.** The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The Association shall make assessments against the Unit Owners, as well as the Units themselves, for the General Assessments and for the creation of reserves for the payment of future common expenses with each Unit subject to said General Assessments paying an equal share of the General Assessments. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the By-Laws. With each phase of development, the share shall change accordingly. Any Unit Owner or mortgagee gaining an interest in any Unit, prior to completion of all intended phases, consents to the automatic of the General Assessments.

(a) Working Capital. Each purchaser of a Unit from the Declarant or its successors and assigns shall pay to the Association at the time of conveyance of the Unit, for working capital purposes, a sum equal a fraction whereby 1 is the numerator and the denominator is the total number Units at the time of the conveyance of the annual General Assessment (determined as if such Unit was fully assessed for the year) applicable to the Unit. The working capital contribution applies only to the sale to an initial purchaser and shall not be collected upon any subsequent transfer or sale of a Unit.

(b) General Assessment Budget. The initial budget for the Association for the first year after the completion of the construction of the Common Elements and the recording of this Declaration shall be calculated by the Declarant. During December of each calendar year, or as soon after December as practical, the Association shall provide the Unit Owners with written notice of the General Assessment estimate for the ensuing calendar year (the "Annual Budget"). The monthly payments of the General Assessment shall be based on the Annual Budget. However, if such notice is not provided in December, Unit Owners shall continue to pay on the basis of the prior year's Annual Budget until the month following the issuance of such notice.

(c) Annual Accounting of General Assessment. Within forty-five (45) days after the end of each calendar year, or as soon after such forty-five (45) day period is practical, the Association will deliver to the Unit Owners a statement of the General Assessment for the use of the General Assessment funds for the prior calendar year (herein, the "Reconciliation Statement"). Such Reconciliation Statement shall be final and binding upon the Association and the Unit Owners unless a Unit Owner objects to the

Reconciliation Statement specifying the Unit Owner's objections in writing to the Association within thirty (30) days after receipt. If the Reconciliation Statement shows an amount owing by the Unit Owners that is less than estimated payments previously made by the Unit Owners for such calendar year, the excess will be maintained as a surplus reserve for operational contingencies (this shall not be considered a statutory reserve account). If the Reconciliation Statement shows an amount owing by the Unit Owners that is more than the estimated payments previously made by the Unit Owners for such calendar year, the Unit Owners shall pay the deficiency to the Association within thirty (30) days after the delivery of the Reconciliation Statement, and such payment shall be considered a General Assessment.

(d) Effect of Non-Payment of General Assessment; Remedies. Any General Assessment or Special Assessment or installment thereof not paid within ten (10) days of the due date of such amount shall bear interest from the due date at the rate of interest of 1.5% per month or the highest legal allowable rate if lower. In lieu of this interest, the Association may assess a late fee of $100 for payments received within thirty (30) days of the due date and if the payment and assessed late fees if any are not paid within ninety (90) days an additional assessment of $50 per day for each day thereafter that the payment of the assessment has not been made shall be assessed. All payments on account shall be first applied to the interest or the late fee as the case may be and then to the General Assessment or Special Assessment first due. The Association may initiate an action at law against any and all Unit Owners, occupants and tenants obligated to pay the same or foreclose the lien against the Unit. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his/her/its Unit. A suit for a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Except to the extent limited or prohibited by law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. If any installment of any assessment becomes delinquent, the privilege of paying the assessment in installments may, at the option of the Association, be terminated, and if such delinquent installment is for a monthly General Assessment, the entire remaining General Assessment, or if the delinquent installment be of a Special Assessment, the entire Special Assessment, may, at the option of the Association be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owner responsible for the payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to reasonable attorney's fees.

(e) Lien for Unpaid General Assessments and Special Assessments. The Association shall have all lien rights and collection rights, and priorities allowed by law at the time of enforcement, including but limited to those set forth Act as amended (currently in Section 703.165).

(f) No Waiver of Liability. No Unit Owner may exempt the Unit Owner or the Unit Owner's Unit from liability for the Unit Owner's contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common

Elements or services or by the abandonment of the Unit Owner's Unit. The Unit Owner of an unconstructed Unit, other than Declarant, shall be responsible for Fifty percent (50%) of the assessments, or installments thereof, coming due while owning a Unit. At such time as the unfinished interior surface of the perimeter walls, floors and ceilings are constructed, a Unit Owner shall be responsible for One Hundred percent (100%) of all assessments, or installments thereof, coming due while owning a Unit.

6.10. **Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Article IX and Article X; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in Section 7.10(d) and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Act.

6.11. **Common Surpluses.** If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Article IX and Article X, such Common Surpluses may be credited against the Unit Owners' General Assessments on a pro-rata basis or may be used for any other purpose as the Association may determine.

6.12. **Certificate of Status.** The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.13. **Management Services.** The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners for the management of the Association. All amounts payable by the Association to the Manager under the management contract shall be reasonable and shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VII

CONSTRUCTION, REPAIRS AND MAINTENANCE

7.01. **Construction, Maintenance and Repairs.**

(a) By Declarant. The Declarant shall construct all Common Elements for the Condominium.

(b) By Association. The Association shall be responsible for the management and control of the Common Elements. The Association shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing, repairing, maintaining, and replacing all Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas which are Common Elements.

(c) By Unit Owner. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of the Unit and all other improvements constructed by the Unit Owner (including the electrical, heating and air conditioning systems, plumbing systems, and including any pipes, drains, ducts, vents, wires, cables, or conduits designed or used in connection with such systems as well as the windows) and the Limited Common Elements associated with the Unit Owner's Unit as designated on the Plat, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01. Unless otherwise obtained by the Association, Unit Owners shall also be responsible for trash collection and the cost and expense for the storage and removal of trash for the Unit.

Each Unit and the Limited Common Elements shall at all times be kept in good condition and repair. If any Unit and/or Limited Common Elements or any portion of either or both for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit and/or Limited Common Elements to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit and/or Limited Common Elements for the purpose of doing so, and the Unit Owner of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.10.

(d) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, occupant, guest or invitee of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element is required as a result of an alteration to a Unit or Limited Common Elements by any Unit Owner, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration. All amounts due for such

cleaning, maintenance, repair, replacement, and restoration shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Buildings. Each Building shall be constructed in accordance with the Kettle Ridge Condominium Building Guidelines as established by the Declarant from time to time (the "Building Guidelines"). The Declarant will provide current Building Guidelines to a person seeking to construct a Building.

7.02. **Prohibition Against Structural Changes**. A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce the value of the Condominium, or impair any easement or hereditament, or change the exterior appearance of a Unit or any other portion of the Condominium not part of the Unit. A Unit Owner may make improvements or alterations within the 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 other Units or the Common Elements.

7.03. **Entry for Repairs**. The Association shall have an irrevocable right and easement to enter any Unit at reasonable times and under reasonable conditions when necessary to make repairs to the Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. The Association shall make a reasonable effort to give prior notice to the Unit Owner, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the Unit Owner as practical, and any damage caused thereby shall be repaired by the Association and be treated as a Common Expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

7.04. **Improvements to Limited Common Elements**. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to the Unit Owner's Unit if all the following conditions are met:

(a) A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.

(b) The improvements will not interfere with the use and enjoyment of the Units of other Units Owners, or the Common Elements, or Limited Common Elements of the Condominium.

(c) The improvement will not impair the structural integrity of the Condominium.

(d) Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association.

(e) All costs and expenses of an improvement, and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement, are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit Owners from liens on property of the Association, or of other Unit Owners that otherwise might result from the improvement.

7.05. **Unit Interiors**. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise furnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the 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 walls.

ARTICLE VIII

INSURANCE

8.01. **Fire and Extended Loss Insurance.** The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and for the Association's service equipment, supplies, and personal property. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the mortgagees and distributed as provided in Article IX.

8.02. **Public Liability Insurance.** The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements and Limited Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

8.03. **Fidelity Insurance.** Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

8.04. **Directors' and Officers' Insurance.** Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least $1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

8.05. **Mutual Waiver of Subrogation.** Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy or recovering thereunder.

8.06. **Standards for All Insurance Policies.** All insurance policies provided under this Article VIII shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating. Each Unit Owner hereby appoints the Association as an attorney-in-fact for the purpose of representation in any related proceedings, negotiations, settlements, or agreements, regarding insurance.

8.07. **Unit Owner's Insurance**. Each Unit Owner shall be responsible for obtaining (a) fire, casualty and extended coverage insurance on Unit Owner's improvements within such Unit and on all personal property within the Unit and the Limited Common Elements associated with the Unit; and (b) personal liability insurance for all conditions and events occurring within the Unit and the and the Limited Common Elements associated with the Unit.

8.08. **Combined Coverage**. 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 the Unit Owner directs the Board of Directors to include such policies for the Unit Owner's additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at the Unit Owner's expense, to provide any additional insurance coverage on the Unit Owner's improvements which will duplicate any insurance provided by the Association. The Board of Directors shall also provide and maintain public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but, in any event such coverage shall be for at least $1,000,000.00 for bodily injury and personal injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

8.09. **Unit Owner Indemnification**. Unit Owner ("Indemnifying Unit Owner") will neither hold nor attempt to hold the Declarant and/or the Association or other Unit Owners or the tenants of other Unit Owners (the "Indemnified Parties") liable for and the Indemnifying Unit Owner will indemnify and hold harmless the Indemnified Parties from and against any and all demands, claims, causes of actions, fines, penalties, damages (including consequential damages), liabilities, liens, judgments and expenses, including, without limitation, reasonable attorneys fees, incurred in connection with or arising from or growing out of or in any way connected with the following: (a) the use, occupancy, management or control of the Unit and the Limited Common Elements associated with the Unit as depicted on the Plat caused directly or indirectly by the Indemnifying Unit Owner, and/or Indemnifying Unit Owner's tenants, guests or invitees of the Indemnifying Unit Owner and/or the Indemnifying Unit Owner's tenants (the "Indemnifying Unit Owner Access Holders"); (b) any intentional or malicious acts or negligence of the Indemnifying Unit Owner and/or the Indemnifying Unit Owner Access Holders; and (c) any breach, violation or non-performance by the Indemnifying Unit Owner and/or the Indemnifying Unit Owner Access Holders, of any term, covenant or provision of this Declaration, the Articles, the Bylaws, and the Rules and Regulations or any law ordinance or governmental requirements of any kind.

If any action or proceeding is initiated against Indemnified Parties by reason of any such claim for which the Indemnifying Unit Owner is required to indemnify the Indemnified Parties, the Indemnifying Unit Owner, upon notice from an Indemnified Party, will defend the same at the Indemnifying Unit Owner's expense with counsel reasonably satisfactory to the Indemnified Party.

ARTICLE IX

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01. **Destruction and Reconstruction**. In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it substantially to the same design, plan and specifications as originally built to a condition compatible with the remainder of the Condominium. Notwithstanding, on reconstruction, the design, plan and specifications, of any building or Unit, may vary from that of the original upon the approval of the Association, provided, however, that the number of square

feet of any Unit may not vary more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

9.02. **Partition**. If a Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the votes. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Section 9.02. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster causing such damage. In the case of partition, the net proceeds of sale together with any 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 interest in each Unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners shall be assessed for the deficiency in accordance with the percentage of ownership in the Common Elements.

ARTICLE X

CONDEMNATION

10.01. **Allocation of Award.** Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) If all of a Unit or the Limited Common Elements associated with the Unit as depicted on the Plat is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

(b) If only a part of a Unit or the Limited Common Elements associated with the Unit as depicted on the Plat is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 10.02 below, the award for the taking of the Unit and/or Limited Common Elements associated with the Unit as depicted on the Plat shall be provided to the Association.

(c) If part of the Common Elements are taken, then, if the Association

determines that it shall repair or restore the Condominium as described in Section 10.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners on a pro-rata basis.

(d) If the entire Condominium is taken, then any award for the taking of any Unit and the Limited Common Elements associated with the Unit as depicted on the Plat shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners on a pro-rata basis.

10.02. **Determination to Reconstruct Condominium.** Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed except that for the taking of any part of a Unit or the Limited Common Elements associated with the Unit as depicted on the Plat, the Unit Owner shall retain the right to determine if the Unit and/or the Limited Common Elements can be restored to a usable whole at which point then the Association shall restore or reconstruct the Unit and/or the Limited Common Elements associated with the Unit as depicted on the Plat.

10.03. **Plans and Specifications for Condominium.** Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium and/or the Unit.

10.04. **Assessments for Deficiencies.** If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be on a pro-rata basis and shall constitute a Common Expense.

10.05. **Surplus in Construction Fund.** It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of construction funds after payment of all costs of construction, such balance shall be divided among all Unit Owners on a pro-rata basis.

ARTICLE XI

EASEMENTS, AND RESERVATIONS

11.01. **Utilities**. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and Limited Common Elements.

11.02. **Permits, Licenses and Easement**. The Association and the Declarant shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property. The Declarant hereby reserves the unqualified right of access or ingress and egress across the property set forth in Section 2.2 to the Expansion Lands as set forth in Section 2.3. Said easement shall run with the land and inure to the benefit of the Declarant, its successors and assigns. In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto. In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Real Estate, the Declarant nevertheless shall have the right to construct on, renovate, or remodel all or any portion of any improvements on the Expansion Real Estate and to operate the same without restriction.

11.03. **Binding Effect**. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 20.

ARTICLE XII

REMEDIES

12.01. **Remedies**. In addition to the remedies set forth in herein, the Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Hartford or the County of Washington to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. The Association shall have the right to recover court costs and reasonable attorney fees in any successful action brought against a Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Declaration, Bylaws or

Rules and Regulations.

12.02. **Failure to Insist on Strict Performance**. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for 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 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.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Act, this Declaration may be amended with the written consent of at least Sixty-seven percent (67%) of the aggregate votes of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Section. So long as the Declarant owns any Unit, the Declarant shall retain the right and power to amend this Declaration at the Declarant's sole discretion. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration.

The documents submitting the amendment for recording shall state that the required consents and approval for the amendment were received. A copy of the amendment shall be recorded with the Register of Deeds for Washington County and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. In addition to the foregoing, this Declaration may be amended in any other manner provided under the Act. No action to challenge the validity of an amendment under this Section may be brought more than one (1) year after the amendment is recorded.

ARTICLE XIV

VOLUNTARY TERMINATION OF CONDOMINIUM

Provided the Declarant does not own a Unit, upon the written consent of all Unit Owners, all or any part of the Condominium may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Washington County, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Washington County, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common

by the Unit Owners. The undivided interest in the property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the owner in the Common Elements.

ARTICLE XV

GENERAL

15.01. **Notices**. Notices shall issued as follows:

(a) Owners. All notice and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (l) registered owner of a Unit regardless of the number of owners who have an interest therein. All Unit 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 the Secretary's duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with the Secretary.

(b) First Lien Holders/Mortgagees. A holder, insurer or guarantor of a first mortgage (an eligible mortgage holder), upon written request to the Association will be entitled to timely written notice of:

(i) Any proposed amendment of the Condominium Declaration affecting a change in (l) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any Unit, (4) the purposes to which any Unit or the Common Elements are restricted; (5) in assessments that raise the previous assessed amount by more than Twenty five percent (25%), (6) the reserves for maintenance, repair and replacement of Common Elements which results in a reduction, (7) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project, (8) imposition of any restrictions on the leasing of Units, (9) imposition or restriction on a Unit Owner's right to sell or transfer his Unit, or (10) the restoration or repair of the project in a manner other than specified in the document, or (11) any proposed action that requires the consent of a specified percentage of mortgagees;

(ii) Any proposed termination of the Condominium regime;

(iii) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(iv) Any delinquency in the payment of assessments or charges owned by a Unit Owner or a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

(v) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

15.02. **Further Matters**.

(a) All present and future owners of Units, tenants of such owners and any other occupants of Units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws and Rules and Regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Act.

(b) The Declarant hereby reserves the right to cause one or more of the Units it owns to be maintained as a model unit and to display such models and the Common Elements of the Condominium. The Declarant further reserves the right to maintain signs offering the sale of Units in the Condominium until all Units are sold at which time "For Sale" or "For Lease" signs shall be prohibited.

(c) If entered into before the officers elected by the Unit Owners pursuant to the Bylaws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a Declarant or any person affiliated with the Declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to Unit Owners, when entered into under the circumstances then prevailing may be terminated by the Association or its Board of Directors at any time without penalty upon not less than ninety (90) days notice to the other party thereto.

(d) In the event a first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent, fails to submit a response to a written proposal or amendment, within sixty (60) days after it receives proper notice of the proposal or amendment, provided the notice was delivered by certified or registered mail, with a "return receipt" requested, the lender's consent or approval shall be assumed to be approved.

15.03. **Registered Agent**. The resident agent shall be the Declarant at its principal office, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

15.04. **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.

15.05. **Captions**. The captions and section headings 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.

15.06. **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 unenforceability of the remaining portion of said provision or of any other provision hereof.

15.07. **Access to Condominium by the Declarant and Owners of Unbuilt Units.** During any period in which (1) Declarant is constructing any improvements on the Property; (2) any Unit Owner is constructing any improvements to the Unit and/or Limited Common Elements associated with the Unit; or (3) Declarant is replacing or repairing any Common Elements, then Declarant and such Unit Owners, as the case may be, shall have an easement for access and shall the repair obligations as set forth herein..

15.08. **Assignment of Declarant's Rights.** The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Act. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.09. **Conflicts.** If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.10. **Disclosure Regarding Warranties.** The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. Except as may have been agreed to separately in writing, no warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the improvements constructed by the Declarant, the Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

15.11. **Notice.** Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

(d) Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Section 15.11, neither Section 15.11 nor any Section of this Declaration requiring the approval of any mortgagee to any action shall be amended unless all mortgagees have given their prior written approval.

(e) Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the said Declarant, **REEF POINT RESORT CORP.** a Wisconsin corporation, has caused this Declaration to be signed at West Bend, Wisconsin this 31st day of October, 2022.

REEF POINT RESORT CORP.

Daniel Knodl, President

STATE OF WISCONSIN)
)
COUNTY OF WASHINGTON)

On this 31st day of October, 2022, before me personally came Daniel Knodl, to me known to be the President of Reef Point Resort Corp. and the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Notary Public, State of Wisconsin
My commission is permanent:



This instrument was drafted by:

Andrew J. Niebler
Schloemer Law Firm, S.C.
143 S. Main Street, Third Floor
West Bend, WI 53095

EXHIBIT A

KETTLE RIDGE CONDOMINIUMS PLAT

See Attached.

EXHIBIT B

UNIT ADDRESSES

Unit Number	Address
Unit 4	3410 Lake Drive, Hartford, WI 53027
Unit 3	3412 Lake Drive, Hartford, WI 53027

CONDOMINIUM PLAT OF SURVEY

KETTLE RIDGE CONDOMINIUMS

TOWN OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

LEGAL DESCRIPTION:

Being all of Lots 1 & 3 of Certified Survey Map 193 and all of Lots 12, 13, and 14 of Kopmeiers's Subdivision and being part of the Northeast One-quarter (NE 1/4) & Southeast One-quarter (SE 1/4) of Section Twenty-two (22), in Township Ten (10) North, Range Eighteen (18) East, in the Town of Hartford, County of Washington, State of Wisconsin.

CERTIFICATE OF SURVEYOR:

I, John R. Stigler, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify this condominium is a correct representation of KETTLE RIDGE [redacted] CONDOMINIUM and the identification and location of each unit, and to the extent feasible, the common elements can be determined from the Plat. The diagrammatic floor plans show only the approximate dimensions, floor areas and location of each unit.

John R. Stigler

JOHN R. STIGLER - Wis. Reg. No. S - 1820

Dated this 25th day of October, 2022

JOHN R. STIGLER S-1820 WAUKESHA WIS. SURVEYOR

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) ss----------

The above certificate subscribed and sworn to me this 25th day of October, 2022

Jennifer Marie Langbauer

Jennifer Marie Langbauer NOTARY PUBLIC

My commission expires October 18, 2026

JENNIFER MARIE LANGBAUER NOTARY PUBLIC STATE OF WISCONSIN

NOTE:

The Common Elements of KETTLE RIDGE CONDOMINIUMS and facilities shall consist of the outside deck, walks, patio or porches, if any immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

NOTE:

ALL PUBLIC UTILITY EASEMENTS ARE GRANTED TO THE TOWN OF HARTFORD.

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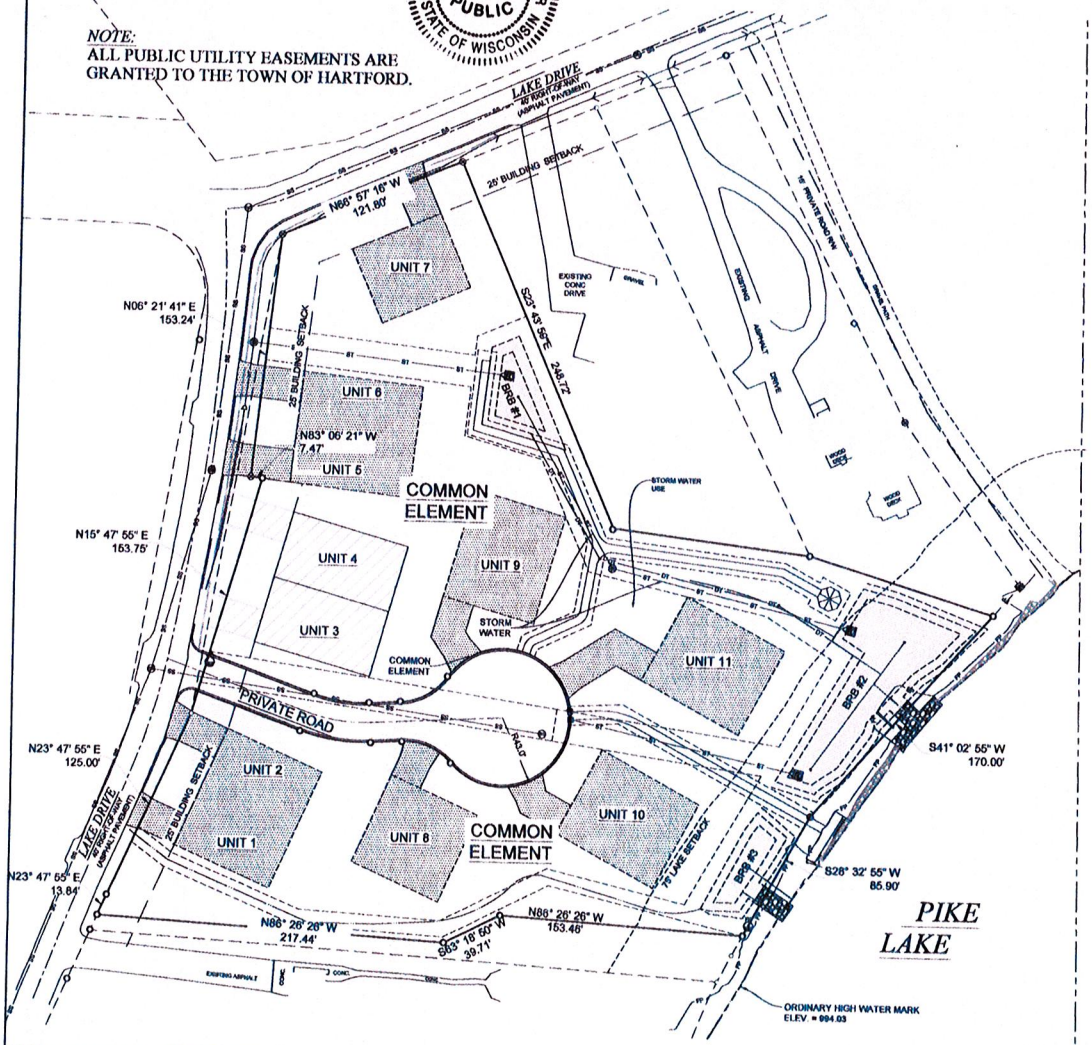
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BUILDING 1

BUILDING No.	ADDRESS	AREA
UNIT 4.	3410 LAKE DR.	2031 SQ FT
UNIT 3.	3412 LAKE DR.	2022 SQ FT

LEGEND:

- LIMITED COMMON ELEMENT
- EXPANSION LAND
- COMMON ELEMENT
- BRB BIO-RETENTION BASIN



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FILE No. HARTFORD xxx
SHEET 1 OF 6 SHEETS

CONDOMINIUM PLAT OF SURVEY

KETTLE RIDGE CONDOMINIUMS

TOWN OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, John R. Stigler, professional land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

Beginning at the intersection of the southerly right-of-way line of Lake Drive and the easterly right-of-way line of Lake Drive and being part of Lots 1 and 3 of Certified Survey Map No. 193 and all of Lots 12, 13 and 14 of Kopmeier's Subdivision and being part of the NE ¼ of the SE ¼ of Section 22, Town 10 North, Range 18 East, Town of Hartford, Washington County, Wisconsin; thence North 66°57'16" East along the southerly right-of-way line of Lake Drive 121.80 feet; thence South 23°43'59" East along the east line of Lot 1 of Certified Survey Map No. 193, 248.72 feet; thence South 83°06'21" East 125.00 feet along the south line of Lot 2 of Certified Survey Map No. 193; thence South 73°09'31" East 119.76 feet; thence South 41°02'55" West along said meander line 170.00 feet; thence South 28°32'55" West along said meander line 85.90 feet; thence North 86°26'26" West 153.46 feet; thence South 63°18'50" West 39.71 feet.; thence North 86°26'26" West 217.44 feet; thence North 23°47'55" East 13.84 feet along the easterly right-of-way line of lake Drive; thence continuing North 23°47'55" East along said right-of-way line 125.00 feet; thence North 15°47'55" East along said right-of-way line 153.75 feet; thence North 83°06'21" West 7.47 feet; thence North 06°21'41" East 153.24 feet to the place of beginning. Also, including lands lying between the meander line and the ordinary high-water mark and Pike Lake. Containing a net area of 195,170 square feet or 4.4805 acres of land.

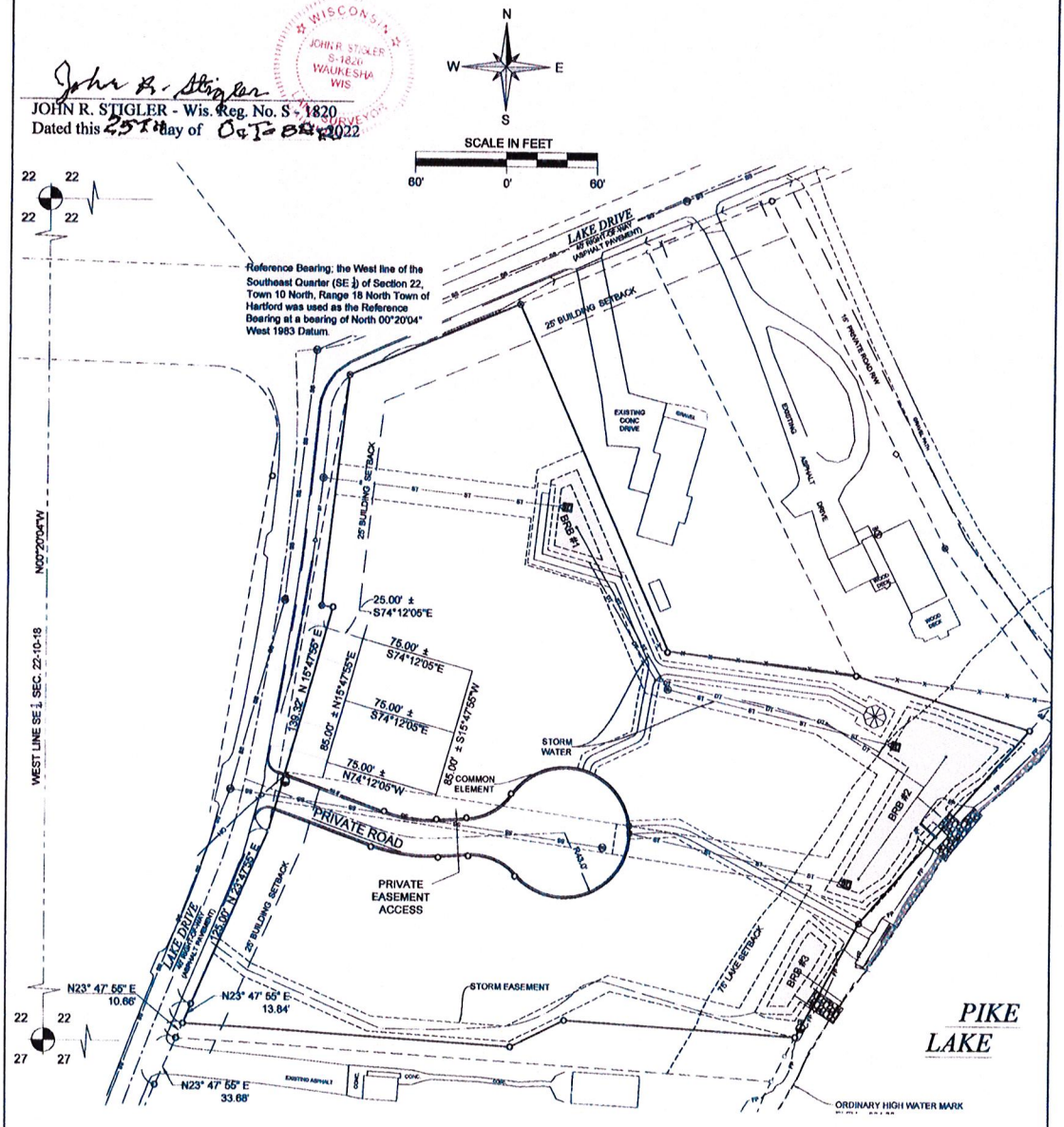
Limited common area further describes as follows; Commencing at the southwest corner (SW corner) of Lot 2 of the Certified Survey Map No. 193 recorded as Document No. 3033683 in the Washington County Register of Deed; thence North 23°47'55" East 70.48 feet; thence South 66°12'05" East 25.00 feet to the place of beginning of the limited common element; thence North 23°47'55" East 80.00 feet; thence South 66°12'05" East 65 feet; thence South 23°47'55" West 80.00 feet; thence North 66°12'05" West 65 feet to the place of beginning.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and mapped thereof made; and that I fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Town of Hartford in surveying, dividing and mapping the same.

WISCONSIN JOHN R. STIGLER S-1820 WAUKESHA WIS SURVEYOR

John R. Stigler

JOHN R. STIGLER - Wis. Reg. No. S - 1820
Dated this 25th day of October 2022



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FILE No. HARTFORD xxx
SHEET 2 OF 6 SHEETS

CONDOMINIUM PLAT OF SURVEY

KETTLE RIDGE CONDOMINIUMS

TOWN OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

EASEMENTS:

All lands within areas labeled "drainage easement" are reserved for storm water collection, conveyance, treatment or infiltration. No buildings or other structures are allowed in these areas. No grading or filling is allowed in these areas that may interrupt storm water flows in any way. The recorded maintenance agreement contains specific maintenance requirements for these areas. The Town of Hartford, Washington County or their designee are authorized access in these areas for purposes of inspecting the storm water management practices or enforcing the terms of Maintenance Agreement. All lands within areas labeled "access easement" shall remain clear of trees, shrubs and any structures that may interfere with the free movement of vehicles that may be needed to enter the area for maintenance purposes. The Town of Hartford, Washington County or their designee are authorized access to these areas for purposes of inspecting the access easement or enforcing its intent.

STORM WATER MANAGEMENT PRACTICE:

The titleholders of units 1 through 11 of the Kettle Ridge Residential Condominium shall hold 1/11 undividable interest in the Common Area, which includes the Drainage Easement where the storm water management practices are located. There are one or more separate documents recorded on the property title through the Washington County Register of Deeds entitled "Storm Water Management Practice Maintenance Agreement" ("Maintenance Agreement") that applies to this Condominium Plat. The maintenance agreement subjects this Condominium Plat, and all lot owners therein, to covenants, conditions and restrictions necessary to ensure the long-term maintenance of the storm water management practice. The agreement also outlines a process by which the Town of Hartford may levy and collect special assessments or charges for any services the community might provide relating to enforcement of the Maintenance Agreement.

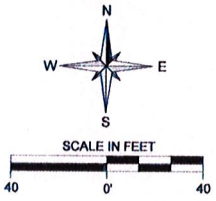
In accordance with Chapter 14 - Article VIII of the County Code of Ordinances ("Storm Water Ordinance"), the Storm Water Permit Holder is responsible for constructing the storm water management practices following plans approved by Washington County and is responsible for maintaining the storm water practices until permit termination by Washington County. Upon termination of the Storm Water Permit, the owners of units 1-11 shall be responsible for maintenance of the storm water management practices in accordance with the Maintenance Agreement.

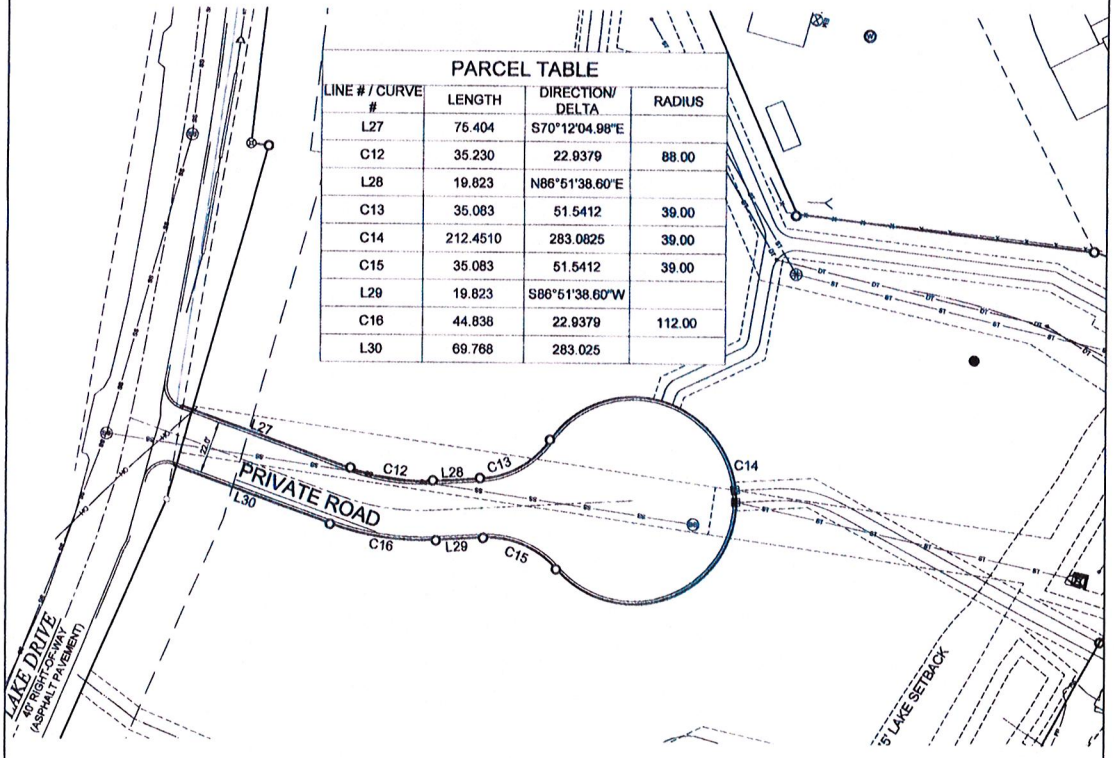
John R. Stigler

JOHN R. STIGLER - Wis. Reg. No. S - 1820

Dated this 25 day of October 2022

WISCONSIN JOHN R. STIGLER S-1820 WAUKESHA WIS LAND SURVEYOR





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FILE No. HARTFORD xxx

SHEET 3 OF 6 SHEETS

PLAT OF SURVEY FOR

KETTLE RIDGE CONDOMINIUMS

TOWN OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

EASEMENTS:

All lands within areas labeled "drainage easement" are reserved for storm water collection, conveyance, treatment or infiltration. No buildings or other structures are allowed in these areas. No grading or filling is allowed in these areas that may interrupt storm water flows in any way. The recorded maintenance agreement contains specific maintenance requirements for these areas. The Town of Hartford, Washington County or their designee are authorized access in these areas for purposes of inspecting the storm water management practices or enforcing the terms of Maintenance Agreement. All lands within areas labeled "access easement" shall remain clear of trees, shrubs and any structures that may interfere with the free movement of vehicles that may be needed to enter the area for maintenance purposes. The Town of Hartford, Washington County or their designee are authorized access to these areas for purposes of inspecting the access easement or enforcing its intent.

STORM WATER MANAGEMENT PRACTICE:

The titleholders of units 1 through 11 of the Kettle Ridge [redacted] Condominium shall hold 1/11 undividable interest in the Common Area, which includes the Drainage Easement where the storm water management practices are located. There are one or more separate documents recorded on the property title through the Washington County Register of Deeds entitled "Storm Water Management Practice Maintenance Agreement" ("Maintenance Agreement") that applies to this Condominium Plat. The maintenance agreement subjects this Condominium Plat, and all lot owners therein, to covenants, conditions and restrictions necessary to ensure the long-term maintenance of the storm water management practice. The agreement also outlines a process by which the Town of Hartford may levy and collect special assessments or charges for any services the community might provide relating to enforcement of the Maintenance Agreement.

In accordance with Chapter 14 - Article VIII of the County Code of Ordinances ("Storm Water Ordinance"), the Storm Water Permit Holder is responsible for constructing the storm water management practices following plans approved by Washington County and is responsible for maintaining the storm water practices until permit termination by Washington County. Upon termination of the Storm Water Permit, the owners of units 1-11 shall be responsible for maintenance of the storm water management practices in accordance with the Maintenance Agreement.

John R. Stigler

JOHN R. STIGLER - Wis. Reg. No. S - 1820

Dated this 25th day of OCTOBER 2022

WISCONSIN JOHN R. STIGLER S-1820 WAUKESHA WIS LAND SURVEYOR

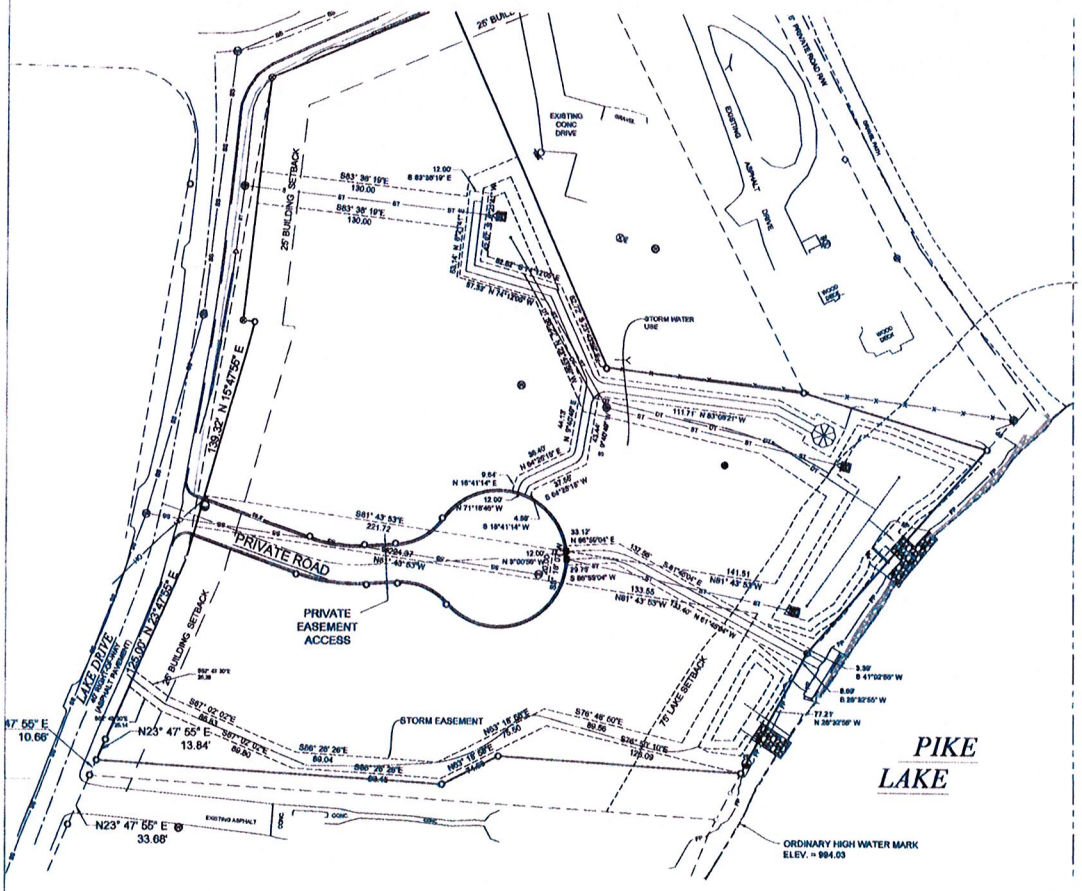
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SHEET 4 OF 6 SHEETS

CONDOMINIUM PLAT OF SURVEY

KETTLE RIDGE CONDOMINIUMS

Being part of Lots 1 and 3 of Certified Survey Map No. 193 and all of Lots 12, 13 and 14 of Kopmeier's Subdivision and being part of the NE ¼ of the SE ¼ of Section 22, Town 10 North, Range 18 East
TOWN OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, John R. Stigler, professional land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided, and mapped the following land bounded and described as follows:

Beginning at the intersection of the southerly right-of-way line of Lake Drive and the easterly right-of-way line of Lake Drive and being part of Lots 1 and 3 of Certified Survey Map No. 193 and all of Lots 12, 13 and 14 of Kopmeier's Subdivision and being part of the NE ¼ of the SE ¼ of Section 22, Town 10 North, Range 18 East, Town of Hartford, Washington County, Wisconsin; thence North 66°57'16" East along the southerly right-of-way line of Lake Drive 121.80 feet; thence South 23°43'59" East along the east line of Lot 1 of Certified Survey Map No. 193, 248.72 feet; thence South 83°06'21" East 125.00 feet along the south line of Lot 2 of Certified Survey Map No. 193; thence South 73°09'31" East 119.76 feet; thence South 41°02'55" West along said meander line 170.00 feet; thence South 28°32'55" West along said meander line 85.90 feet; thence North 86°26'26" West 153.46 feet; thence South 63°18'50" West 39.71 feet.; thence North 86°26'26" West 217.44 feet; thence North 23°47'55" East 13.84 feet along the easterly right-of-way line of lake Drive; thence continuing North 23°47'55" East along said right-of-way line 125.00 feet; thence North 15°47'55" East along said right-of-way line 153.75 feet; thence North 83°06'21" West 7.47 feet; thence North 06°21'41" East 153.24 feet to the place of beginning. Also, including lands lying between the meander line and the ordinary high-water mark and Pike Lake. Containing a net area of 195,170 square feet or 4.4805 acres of land.

Limited common area further describes as follows; Commencing at the southwest corner (SW corner) of Lot 2 of the Certified Survey Map No. 193 recorded as Document No. 3033683 in the Washington County Register of Deed; thence North 23°47'55" East 70.48 feet; thence South 66°12'05" East 25.00 feet to the place of beginning of the limited common element; thence North 23°47'55" East 80.00 feet; thence South 66°12'05" East 65 feet; thence South 23°47'55" West 80.00 feet; thence North 66°12'05" West 65 feet to the place of beginning.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and mapped thereof made; and that I fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Town of Hartford in surveying, dividing and mapping the same.

John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S-1820

WISCONSIN JOHN R. STIGLER S-1820 WAUKESHA WIS LAND SURVEYOR

STATE OF WISCONSIN)ss
COUNTY OF WASHINGTON)

Personally came before me this 25th day of October, 2022, the above named John R. Stigler to me known to be the person who executed the foregoing instrument and to me known to be such person, and acknowledge that he executed the foregoing instrument as such officer as the deed of said corporation, by is authority.

My commission expires October 18, 2026

Jennifer Marie Langbauer
NOTARY PUBLIC - Jennifer Marie Langbauer

JENNIFER MARIE LANGBAUER NOTARY PUBLIC STATE OF WISCONSIN

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided and mapped as represented on this map. I also certify that the Certified Plat of Condominium is required to be submitted to the following for approval: Town of Hartford and Washington County.

DAN KNODL - OWNER

STATE OF WISCONSIN)ss
COUNTY OF WASHINGTON)

Personally came before me this ____ day of _____, 2022, the above named _____ to me known to be the person who executed the foregoing instrument and to me known to be such _____, and acknowledge that she executed the foregoing instrument as such officer as the deed of said corporation, by is authority.

My commission expires _____.

NOTARY PUBLIC -

TOWN OF HARTFORD)ss
COUNTY OF WASHINGTON)

Personally came before me this ____ day of _____, 2022, the above named _____ to me known to be the person who executed the foregoing instrument and to me known to be such _____, and acknowledge that she executed the foregoing instrument as such officer as the deed of said corporation, by is authority.

My commission expires _____.

NOTARY PUBLIC -

REAL PROPERTY LISTER – WASHINGTON COUNTY

Approved by _____ on this _____ day of _____, 2022.

BRIAN BRAITHWAITE, REAL LISTER

Instrument drafted by John R. Stigler

P. S. Washington 1035

CONDOMINIUM PLAT OF SURVEY

KETTLE RIDGE CONDOMINIUMS

Being part of Lots 1 and 3 of Certified Survey Map No. 193 and all of Lots 12, 13 and 14 of Kopmeier's Subdivision and being part of the NE ¼ of the SE ¼ of Section 22, Town 10 North, Range 18 East
TOWN OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

TOWN OF HARTFORD PLANNING COMMISSION APPROVAL:
Approved by the Town of Hartford Planning Commission on this _____ day of _____, 2022.

_____ _____
RYAN LIPPERT – CHAIRMAN REBECCA SCHUSTER - CLERK

TOWN OF HARTFORD TOWN BOARD APPROVAL:
Approved by the Town Board of the Town of Hartford on this _____ day of _____, 2022.

_____ _____
RYAN LIPPERT – CHAIRMAN REBECCA SCHUSTER - CLERK

WISCONSIN
JOHN R. STIGLER
S-1820
WAUKESHA
WIS

John R. Stigler
JOHN R. STIGLER, Wis. Reg. No. S-1820
Dated this 28TH day of OCTOBER, 2022

Instrument drafted by John R. Stigler

P. S. Washington 1035