

**DECLARATION OF CONDOMINIUM**  
**of**  
**WOODLAND 32 INDOOR STORAGE**  
**CONDOMINIUM**

Document Number

Document Name

**WOODLAND 32 INDOOR STORAGE CONDOMINIUM**

THIS DECLARATION is made by Woodland 32 LLC, a Wisconsin limited liability company pursuant to the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (hereinafter referred to as the "Act") this \_\_\_\_ day of \_\_\_\_\_, 2024, (hereinafter referred to as the "Declarant");

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described in Section 2.1, located in the Town of Sheboygan Falls, Sheboygan County, Wisconsin (the "Land") and;

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said land together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (collectively, "Property"), to the provisions of the Act as amended from time to time; and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon the Property for the benefit of Declarant and the benefit of all future owners or occupants of the Property or any part thereof (which shall be known as WOODLAND 32 INDOOR STORAGE CONDOMINIUM), and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges

Recording Area

Name and Return Address

Shawn G. Rice, Esq.  
Rice Business Law  
101 Falls Rd., Ste 601  
Grafton, WI 53024

Parcel Identification Number (PIN)

and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of the Property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the Property; and

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose herein above set forth, DECLARES AS FOLLOWS:

## **SECTION I DEFINITIONS**

**Section 1.1 Undefined Capitalized Terms.** Capitalized terms not otherwise defined herein or in the Condominium Plat shall have the meanings specified or used in the Act.

**Section 1.2 Defined Terms.** The following terms shall have the following specific meanings when used herein:

a. Act. The Condominium Ownership Act of the State of Wisconsin, as amended from time to time

b. Articles. The Articles of Incorporation of the Association.

c. Assessments. Both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit.

d. Association. Woodland 32 Indoor Storage Condominium Association, a Wisconsin unincorporated association, its successors and/or assigns.

e. By-Laws. The By-Laws of the Association.

f. Condominium. The Condominium Property described here.

g. Common Elements. All Condominium Property as herein described or depicted on the Condominium Plat, except: (i) any land which is included as a part of a Unit or Limited Common Element; (ii) any buildings added to the Condominium by the Declarant as set forth herein; and (iii) the Units and Limited Common Elements.

h. Common Expenses. The expenses of maintenance, operation, repair, replacement, and landscaping of the Common Elements; the cost of improvements to the Common Elements; the cost of insurance required or permitted to be obtained by the Association; utility expenses related in any way to the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration, Declarant, or the By-Laws; if not separately metered or charged to Owners of the Units, the cost of waste removal, water, sewer, or other necessary utility services to the Condominium Property; and any other

expenses lawfully incurred by the Association for the common benefit of the Owners or the Units.

i. Condominium. Woodland 32 Indoor Storage Condominium.

j. Condominium Documents. This Declaration, the Articles, the By-Laws, and the Condominium Plat, as any of the foregoing may be amended from time to time.

k. Declarant. Woodland 32, LLC, a Wisconsin limited liability company, its successors and/or assigns.

l. Individual Unit Service Elements shall have the meaning given to that term in Section 2.4(d) hereof.

m. Limited Common Elements. A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of a Unit Owner or a Unit. Without limiting the foregoing, the Limited Common Elements assigned and appurtenant to each Unit shall include the following: (1) Exterior perimeter doors and windows which serve a Unit exclusively; and (2) any system or component part thereof which serves a Unit exclusively, to the extent of the portion of such system or component part that is located outside the boundaries of a Unit (the "Limited Common Elements").

n. Mortgage. Any recorded mortgage or land contract encumbering a Unit.

o. Mortgagee. The holder of any recorded Mortgage encumbering one or more of the Units or a land contract vendor.

p. Member. Every Unit Owner who by status as a Unit Owner is also a Member of the Association.

q. Percentage Interest. Unless otherwise stated in this Declaration, or any amendment hereto duly executed and recorded in the office of the Sheboygan County Register of Deeds, the undivided percentage ownership interest in the Common Elements appurtenant to each Unit shall be as set forth in Section 6.1, herein.

r. Plat. The Plat of Survey, attached hereto as Exhibit A and incorporated herein, of the Condominium being recorded pursuant to the Act simultaneously herewith.

s. Property or Condominium Property. All the land, or space described in Section 2.1, including all improvements thereto, all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for mutual use, benefit or enjoyment of the Owners, hereby or hereafter submitted and subjected to the provisions of this Declaration and the Act.

t. **Reserve Account.** The account of the Association pursuant to Wis. Stats. Section 703.163(3)(c) or otherwise.

u. **Special Assessments.** Any assessment made against the Unit Owner and its Unit which is not a General Assessment and is assessed against a Unit Owner and its Unit for expenses incurred by the Association. Notwithstanding anything herein to the contrary, Special Assessments shall only include expenses relating to repairs, replacements, or improvements for one building Unit under Paragraph 2.4.b. or 2.4.c. or for an Individual Unit Service Element, unless consented to by all Unit Owners, along with the Special Assessment rights under Section 5.1(d).

v. **Unit.** A Unit as defined in the Act, as separately described as a Unit on the Plat, and in Section 2.4 of this declaration and any amendment to any of the foregoing, together with the Percentage Interest in the Common Elements, and all Limited Common Elements appurtenant to such Unit.

w. **Unit Owner.** Any natural person, corporation, partnership, association, trust or other entity legally capable of holding title to real property, or any combination thereof that holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but excluding any Mortgagee unless such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

x. **Voting Member.** The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in the By-Laws of the Association.

## **SECTION II DESCRIPTION OF CONDOMINIUM**

**Section 2.1 Description of Land.** The land which is the subject of this Declaration and upon which the Condominium buildings and improvements are and will be located is in Sheboygan County, Wisconsin, and is more particularly described as follows:

Lot 2, C.S.M. V.31 P.157-159, NE ¼ of the NE ¼, Section 14, T15N, R22E,  
Town of Sheboygan Falls, Sheboygan County, Wisconsin.

**Section 2.2 Name of Condominium.** The name by which the Condominium shall be identified is WOODLAND 32 INDOOR STORAGE CONDOMINIUM.

**Section 2.3 Description of Development.** The development, commonly known as WOODLAND 32 INDOOR STORAGE is shown on the Condominium Plat attached to this Declaration as Exhibit A. The Units in the building and their boundaries are described in Section 2.4 of this Declaration.

a. **Number.** There shall be eight (8) units in the Condominium which are located and designated as shown on the Condominium Plat. One unit is anticipated to be constructed at a time.

b. **Identification.** A unit is a separate building intended for private storage and related contractor use and is identified on the Condominium Plat. Units are designated by the identifying numbers on the Condominium Plat.

c. **Limits of Units.** Unit boundaries are the exterior finish of any outside walls, roofs, floors (including cement slabs), windows and doors.

d. **Alteration of Plans.** Declarant reserves the right to change the layout and dimensions of the units as shown on the Condominium Plat attached hereto and filed in connection herewith; provided, that such changes shall not substantially alter the nature and quality of the units. Declarant shall have the further right to amend this Declaration at its sole discretion for the purpose of recording a plat or survey depicting the layout, location, unit numbers and dimensions of the units as finally located and erected.

e. **Buildings.** All buildings shall be constructed upon monolithic reinforced concrete slabs, and similar material, and shall be of wood frame construction with metal siding and roof. Each building has one to 1 1/2 levels of space.

f. **Utilities.** Each building is connected to the shared well and water system. Each Unit has individual heating systems and LP tanks. All utilities will be separately metered except holding tank and water services.

#### **Section 2.4 Description of Units.**

a. Each Unit shall have a single digit suite number designation as depicted on the Plat. The location and immediate Common Elements and Limited Common Elements to which each Unit has access, to the extent practicable, are shown on the Plat in Exhibit A. Diagrammatic floor plan for Unit 4 only are set forth on Sheet 4 of Exhibit A. When conveyed, a Unit shall be legally described by its Unit number.

b. The boundaries of each Unit shall consist of that part of the cubic area of the building enclosed as follows:

i. ***Vertical Boundaries:*** The vertical boundaries of a Unit are the vertical planes of the inner surface of any stone or other masonry walls bounding such Unit. If the walls bounding any Unit are not stone or other masonry, such vertical boundaries are the interior surface of the wall or studs which support the drywall, wood, or plaster perimeter walls bounding any such Unit.

ii. ***Horizontal Boundaries:***

A. *Upper Boundary.* The upper boundary of Unit is the horizontal plane of the bottom surface of the rafters supporting the roof of the Building.

B. *Lower Boundary.* The lower boundary of a Unit is the top surface of the concrete floor slab below the lower most floor of such Unit.

c. *Inclusions.* Each Unit shall include the inner surfaces of the finished walls, ceilings and floors and all windows, moldings, window frames and doors (including all glass in doors) wholly within or exclusively serving the Unit.

d. *Utilities.* All utility, steam, heating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, exterior signage, communication lines, utility lines, fire prevention installations, security installations, stairwells and service-equipment, including, without limitation, roof units (collectively, the "Service Elements"), serving only one Unit and whether or not located within the boundaries of such Unit or of any other Unit or the Common Elements shall be a part of the Unit served (the "Individual Unit Service Elements"). Unless otherwise expressly provided herein, the Unit Owner of the Unit to which such Individual Unit Service Elements are appurtenant shall, at its sole cost and expense, be responsible for the inspection, maintenance, repair, replacements and restoration of the Individual Unit Service Elements appurtenant to its Unit. Said Individual Unit Service Elements shall be kept and maintained in good, safe, orderly condition and repair at a standard appropriate for the high quality nature of the Condominium. The Unit Owner of a Unit to which Individual Unit Service Elements are appurtenant shall have a non-exclusive easement on, over and across any Units and/or Common Elements as may be reasonably necessary to inspect, maintain, repair, replace, restore, improve, alter or expand said Individual Unit Service Elements, and for ingress and egress thereto.

e. *Utility Services:* The structural portions of the building, the sprinkler system, any smoke detectors, and fire alarms, if any, shall be Common Elements except as stated in Section 2.4(d) of this Declaration. Utility lines and plumbing equipment which are not Individual Unit Service Elements shall be repaired and maintained by and at the expense of the Association. The heating systems and water heater for each Unit shall be considered part of the Unit and repaired and maintained by and at the expense of the Unit owner.

f. *Encroachment upon Boundaries.* If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the initial construction, and any duly authorized reconstruction or repair of the Improvements, or as a result of settling or shifting of the Improvements, a valid easement for the encroachment and for its maintenance shall exist so long as the Improvements stand. The physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Improvements and regardless of minor variations between the physical boundaries described in

this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit or Common Element.

g. *Taxes:* It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for its Unit and its corresponding Percentage Interest in the Common Elements, as provided in the Act. In the event that for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay its proportionate share thereof in accordance with its respective Percentage Interest in the Common Elements including a portion of the general real estate taxes attributable to the land comprising the Property for 2024.

h. *Other Utilities:* Each Unit Owner shall pay LP tanks, natural gas, internet, cable or "satellite" TV, telephone, electricity, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed, shall be treated as part of the Common Expenses.

i. *Insurance:* Each Unit Owner shall be responsible for its own insurance on the contents of its own Unit, and its additions and improvements thereto and decorating and furnishings and personal property therein, and its personal property stored elsewhere on the property, and its personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the common expenses.

j. *Land:* The Common Element shall also include the land comprising the Property, other than any portion thereof that is specifically included in the description of any other Unit, Limited Common Element, or Common Element.

k. *Monitoring Equipment:* Unit 4 shall also include the non-exclusive easement rights created for the common benefit in Unit 4 for water metering, related electricity, and holding tank monitoring and other infrastructure and improvements used in common shall be deemed to be Common Elements even though located in and upon Unit 4.

**Section 2.5 Condominium Plat.** The Plat attached hereto as Exhibit A contains a survey of the Land and diagrammatic floor plans of the Building and Improvements located on the Land showing the approximate dimensions, floor area and location of each Unit in the Condominium and showing the Common Elements graphically to the extent feasible. Each Unit is designated on the Condominium Plat by number. The Plat includes in it a certificate of a licensed land surveyor authorized to practice in the State of Wisconsin that the Plat is a correct representation of the Condominium and that the identification and location of each Unit and the Common Elements can be determined from the Condominium Plat. The Plat shall not be amended unless such amendment is approved by the unanimous consent of all Unit Owners.

**SECTION III  
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

**Section 3.1 Common Elements.** The common elements and facilities consist of all of the Condominium except the Units and the Limited Common Elements.

**Section 3.2 Limited Common Elements.** In addition to those Limited Common Elements defined in Section 1.2(m), all areas adjacent to each building as shown on the Plat shall be part of the common area and not a part of any individual Unit; however, as Limited Common Elements, each Unit Owner shall be entitled to the exclusive use and possession of those Limited Common Elements assigned to its respective Unit (if any). A Unit Owner shall not paint or otherwise decorate or adorn or change the appearance of any Limited Common Element that is visible from the exterior of the Condominium without the consent of the other Unit Owner, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that each Unit Owner shall be allowed to install an exterior storefront sign in the location of current signage on the building. Internal staircases, landings and hallways, if any, which serve only one Unit shall be a Limited Common Element exclusive to the Unit served thereby.

**Section 3.3 Interest in Common Elements and Limited Common Elements.** Each Unit shall be treated as individual real property capable of independent use in fee simple ownership and each Unit Owner shall have an undivided twelve and one half percent (12.5%) tenant-in-common interest in and to the Common Elements and Limited Common Elements as set forth on the attached Schedule.

**Section 3.4 Driveways and Parking.** No overnight or long-term parking is permitted. The Association shall maintain records showing the driveway areas and permitted temporary daytime parking. None of the parking spaces or driveway areas have been reserved exclusively to one Unit Owner.

**SECTION IV  
ASSOCIATION OF UNIT OWNERS**

**Section 4.1 Membership, Duties and Obligations.** Each Unit Owner shall be a Member of the Association of Unit Owners to be known as Woodland 32 Indoor Storage Condominium, Inc. which shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Elements. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act, this Declaration and the Condominium Documents. The Association shall maintain current copies of this Declaration, the Bylaws, the Articles of Incorporation, and all other rules concerning the Condominium, as well as the Condominium records and financial statements, which shall be made available for inspection upon request by Unit Owners, holders, insurers, and/or guarantors of first mortgages that are secured by Units in the Condominium.



**Section 4.2. Voting Rights.** There shall be one class of voting membership. Once substantially complete, each Unit Owner shall be entitled to cast the votes appurtenant to each Unit owned at all meetings of the Association. If title to a Unit is held by more than one person, then the co-owners of the Unit shall notify, in writing, the Secretary of the Association which individual is entitled to cast the votes on behalf of all co-owners.

**Section 4.3 Registered Agent for Service of Process.** The initial registered agent for service of process shall be Gary Gartman. Service of process shall be made on him at 977 Mockingbird Lane, Plymouth, Wisconsin 53073. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association.

**Section 4.4 Association Personnel.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for lighting, trash collection, snow removal, landscaping, and such other services as may be required for the Condominium.

**Section 4.5 Reserve Account.** The Declarant anticipates that future expenditures for the repair and replacement of common elements in the Condominium will be funded by annual assessment and/or special assessment and with reserve accounts which may be established by the Association from time to time which shall be accounts other than statutory reserve accounts pursuant to Wis. Stas. Section 703.163(3)(c).

## **SECTION V MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM**

### **Section 5.1 Responsibility of Unit Owners.**

a. Each Unit Owner, at its sole expense, shall be responsible for keeping the Unit and all of the equipment, fixtures and appurtenances located on or upon the Unit in good order, condition and repair and in a clean and sanitary condition. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement of any exterior signage, lighting fixtures, plumbing fixtures, the air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television, wall safes, medicine cabinets, built in shelving and all communication systems, water, sewer and gas mains and laterals and all other utility lines and distribution systems and fixtures and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one (1) Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

b. Notwithstanding Section 5.1(a) for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features of the building and other similar items which are visible from the Common Elements, including, but not limited to, sidewalks appurtenant to a Unit, and portions of any conduits, wires, cables, water, sewer and gas mains

and laterals and all other utility lines and distribution systems lying above or under any Common Element; provided, however, the individual Unit Owner who owns the Unit which the foregoing items and other similar external items are a part of and/or service and the Unit Owner's Unit to which such portions of any conduits, wires, cables, water, sewer, and gas mains and laterals and all other utility lines and distribution systems appertain shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items.

c. The Unit Owner shall at all times maintain the temperature of its Unit at or above 50 degrees Fahrenheit, and to comply with applicable fire codes and regulations.

d. Subject to the provisions of Section 11.1, the Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge its obligation pursuant to this Section 5.1. If a Unit owner fails to discharge its obligations pursuant to this Section 5.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner, and, if any of the costs so incurred by the Association are not promptly repaid to the Association, then the Association shall assess a Special Assessment against the Unit for such expense.

e. The Unit Owner shall be responsible for maintenance, repair and replacement of electrical wiring, lighting, heating and pipes and ducts in its Unit; and

f. The Unit Owner shall be responsible for the purchase, maintenance, repair, replacement and storage of equipment and materials required to accomplish the foregoing.

**Section 5.2 Responsibility of Association.** The Association shall be responsible for the management and control of the Common Elements, including the Limited Common Elements, and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), for the following:

a. all painting, repairing, restoration, general maintenance and decorating of Building exteriors, walls, doors, windows, roofs, water system, and outside doors of its Unit.

b. lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required;

c. snow and ice removal from paved driveways and parking areas of the Property;

d. maintenance, repair or restoration of sidewalks, walkways, driveways and parking areas of the Property;

e. maintenance, repair or restoration of the water meter, electricity service, and holding tank monitoring equipment in Unit 4;

f. maintenance and repair of the unimproved cement floor of the lower-most floor of each unit; provided, however, the Unit Owner shall be responsible for the maintenance and repair of any floor covering material which covers the floor joist or the cement floor; and

g. funding any Reserve Account of the Association.

**Section 5.3 Repair and Replacement Standards.** All repairs and replacements shall, to the extent reasonably possible, be done in a manner which is substantially similar to the quality and appearance of original construction and installation.

**Section 5.4 Alterations to Unit.** A Unit Owner may make any alterations deemed desirable to a Unit, including the movement or modification of any interior walls, provided the Unit Owner complies with all provisions of the Condominium Documents. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to a Unit which might impair the structural integrity or value of the Building or any mechanical or electrical system therein adversely affect the exterior appearance of the Building; or adversely affect either the thermal or acoustical character of the Building; or impair any easement appurtenant to any Unit or the Condominium; or violate this Declaration or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with any alteration to the Unit shall be completed in a good, workmanlike manner and free from all liens. Any Unit Owner who makes any alterations to a Unit shall indemnify and hold harmless the other Unit Owners, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

**Section 5.5 Exterior Alterations.** A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of the Building without the consent of the other Unit Owners.

**Section 5.6 Damage to Units and to Common Elements.** Except when the Association is acting for, on behalf of, or at the direction of a Unit Owner, in the event the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit or Common Element to the condition in which it existed prior to the Association's actions. In the event that any Unit Owner, or any individual or entity acting on behalf of any Unit Owner, damages any portion of a Common Element while making a repair or renovation to its Unit, then such Unit Owner shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event and the Unit Owner shall be responsible for paying all costs incurred in repairing and restoring the Common Element.

**Section 5.7 Architectural Control Committee.** An Architectural Control Committee is hereby established, consisting of the Board of Directors of the Association of unit owners. The

Committee shall approve initial design, exterior painting, and alterations to the exterior of a unit or the common elements, by majority vote of the members of the Committee. The functions of the Committee shall be performed by the Declarant until such time as all units are sold by the Declarant. The Committee's approval or disapproval shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the terms of this Paragraph shall be deemed to have been fully complied with.

**Section 5.8 Structural Changes by Owner.** A unit owner may make or permit to be made any structural alterations, changes or improvements within his unit, however, any exterior changes or additions may not be undertaken without the prior written consent of the Architectural Control Committee. A unit owner shall not, without first obtaining the written consent of the Architectural Control Committee, make or permit to be made any alterations, changes or improvements to any common or limited common elements. A unit owner shall not perform, or allow to be performed, any act or work that would impair the structural soundness or integrity of any unit or the Property, or impair any easement or hereditament without the prior written consent of the Architectural Control Committee. In making any alterations, changes, improvements or additions to a unit, the unit owner shall comply with all applicable ordinances of the Town of Sheboygan Falls and Sheboygan County, including obtaining a building permit from the Town if required by ordinance.

**Section 5.9 Right of Association to Maintain and Repair.** In the event the owner of a unit fails to maintain the unit or limited common elements as required herein or by the Bylaws of the Association or makes any alteration or addition without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions thereof. In lieu thereof, and in addition hereto, the Association shall have the right to levy an assessment against the owner of the unit, and a lien against the unit, for such necessary sums to remove any unauthorized alteration or addition or to restore the property to good condition and repair. Such assessment shall have the same force and effect as all other assessments provided for under this Declaration. The Association shall have the further right to have its employees and agents, or any contractors appointed by it, enter the unit at all reasonable times, to do such work as it deemed necessary by the Association to enforce compliance with the provisions hereof.

**Section 5.10 Entry for Repairs.** The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. The Association may enter Unit 4 to maintain, construct or repair Common Elements in Unit 4. Such entry shall be made with prior notice to the unit owner and with as little inconvenience to the unit owner as is practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

**Section 5.11 Further Prohibition Against Use of Common Elements.** No unit owner, except Declarant for promotional purposes related to the Condominium or to the sale or rental of the units owned by Declarant, may erect, post or display poster, signs, or advertising material on or in the common elements.

**Section 5.12 No Statutory Reserve Account.** The Association will not maintain a Statutory Reserve Account and will cause a statement to that effect to be recorded with the Sheboygan County Register of Deeds.

## **SECTION VI COMMON EXPENSES, ASSESSMENTS AND TAXES**

**Section 6.1 Common Expenses.** The cost of administration of the Association, utilities, insurance, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents, shall be considered Common Expenses and paid for by the Association. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with the Allocated Interest in the manner provided in the Bylaws.

The Assessment obligation appurtenant to a Unit shall commence upon conveyance to a Unit Owner. The percentage of the Common Expenses payable by the individual Units shall be the Percentage Interest of the Unit. The initial Common Expenses shall be payable in proportional to percentage ownership.

No Unit Owner may exempt itself or a Unit from liability for contribution toward the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by the abandonment of a Unit. No conveyance shall relieve the Unit Owner or the Unit of such liability, and he shall be jointly, severally and personally liable along with the grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to the Unit have been paid. A Unit, for purposes of this Section, shall exist and be made part of the Condominium only upon the recording of this Declaration, if the Unit is included in the Plat identified as Exhibit A. Declarant shall be obligated to pay all assessments for Units that it owns.

**Section 6.2 Payment of Assessments.** All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two (2) years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. The personal liability for the Assessment shall not pass to a successor in title to the Unit unless the successor agrees to assume the obligation. Any statement of lien shall be filed in the land records of the Clerk of Court of Sheboygan County, stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and

verified by an officer of the Association as specified in the Bylaws and then shall be filed on full payment of the Assessment for which the lien is claimed, the Unit owner shall be entitled to a recordable satisfaction of the lien. Any lien for delinquent assessments shall be subordinate to a first priority mortgage on the Unit if the mortgage was recorded before the delinquent assessment became due.

**Section 6.3 Assessment for Common Expenses.** Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in four (4) quarterly installments, in advance, on the first day of each quarter. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

**Section 6.4 Purchaser of Unit.** Any Purchaser of a Unit is entitled to a statement from the Association setting forth the amount of unpaid Assessments against the Seller. The statement shall be supplied to the Purchaser within ten (10) business days after such a request. The Purchaser shall not be personally liable for, however the Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement. In the event of a foreclosure of a first mortgage on a Unit with a delinquent assessment lien, the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Unit owner from paying further assessments.

**Section 6.5 Enforcement of Lien.** The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.16(8) of the Act, as amended, and shall exercise those rights and remedies as the Association deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment and reasonable attorneys' fees.

**Section 6.6 Real Estate Taxes.** Subject to Section 2.4(g), real estate taxes shall be taxed separately to each Unit Owner for its Unit. The Declarant shall be responsible for paying all real estate taxes assessed against any Unit which it owns. In the event the Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes.

**Section 6.7 Common Expense Limitations.**

a. Anything to the contrary notwithstanding, Common Expenses shall not include: (1) the cost of environmental remediation, (2) compensation or benefits for employees, (3) any costs or expenses in connection with any land which is added to the Condominium, whether for acquisition, repair, maintenance, or any other purpose, including without limitation costs or expenses of buildings or improvements located on such land, (4) any cost or expense which should have been incurred by a Unit Owner rather than by the Association or would be more

properly charged to a Unit as a special assessment since it relates to only to one building Unit under paragraph 2.4.b. or 2.4.c. or is for an Individual Unit Service Element, (5) reserves for future repairs, contingent accounts or sinking funds, unless consented to by all Unit Owners, (6) attorneys or consultant's fees, unless consented to by all Unit Owners, (7) any surcharges or excess charges, whether for contract administration or any other purpose, (8) reconstruction after casualty paid for other than by insurance proceeds under Section 11.2, unless consented to by all Unit Owners, (9) capital improvements or replacements in the amount of more than \$19,000 in any one year, unless either consented to by all Unit Owners or necessary to keep the quality of the Condominium consistent with the competitive or comparable storage developments in the State of Wisconsin or (1) any management or administrative fees, costs, or expenses except as approved by the Association's annual budget.

b. Any reserves, contingent accounts, and sinking funds shall be held jointly by and under the control of all Unit Owners, rather than by the Association.

c. Any and all Common Expenses shall be incurred by the Association on a cost competitive basis, which shall not require a formal bidding process, but shall allow a Unit Owner to require the Association to obtain a contract at a lower cost as described below. The Association shall provide a written detailed line-item annual budget to all Unit Owners at least thirty (30) days prior to the annual meeting. In the event that the budget in total or a particular line item has been approved unanimously by the United Owners and that item of Common Expense was incurred on an annualized basis in an amount less than or equal to the amount listed on the budget, then the United Owner shall not have a right to dispute the obligation incurred by the Association. If the annual budget is not approved unanimously and the particular line item was not approved unanimously, or if the obligation was not specifically listed on the annual budget, then a Unit Owner shall have the right to direct the Association to use, as applicable, the different materials, different insurance policy, or different supplier, service provider, contractor, or other agent, than the one selected by the Association if the cost is materially less and the quality is consistent with or better than the quality of similar materials, policies or services provided to the shopping center now known as Washington Square Shopping Center in Sheboygan. The Association and all other Unit Owners shall comply with and adhere to such direction from a Unit Owner unless the approving Unit Owner agrees to pay for all costs and expenses in excess of the lower cost materials, policy, or services. A Unit Owner shall also have the right to direct the Association to use, as applicable, the different materials, different insurance policy, or different supplier, service provider, contractor, or other agent, than the one selected by the Association if the quality is materially better than that being provided and is consistent with the quality of similar materials, policies or services provided to the shopping center now known as Washington Square Shopping Center in Sheboygan. The Association and all other Unit Owners shall comply with and adhere to such direction from a Unit Owner, to the extent preferable.

d. In the event that there is a dispute regarding Common Expenses incurred, a billing for Common Expenses, or a budget, a Unit Owner shall have the right to audit the

Common Expenses not more than twice annually upon 30 days prior written notice to the Association and in the event such audit discloses an overstatement of the actual costs or charges or the improper inclusion of costs and charges in the Common Expenses, then, the event, the Association shall promptly refund the amount by which the costs or charges have been overstated or improperly included, and in the event the error is more than five (5%) percent, the Association shall also pay to the Unit Owner the reasonable costs of the audit.

e. Any claim by the Association for revision to any Common Expense statement submitted by the Association, which claim is not made within twelve (12) months after the end of the fiscal year, shall be deemed waived and discharged.

## **SECTION VII EASEMENTS**

**Section 7.1 Easements to Common Elements Located Inside of Unit.** Each Unit Owner shall have an easement to use all Service Elements which are Limited Common Elements or Individual Unit Service Elements appurtenant to such Unit and any other Common Elements which such Unit Owner is entitled to use and which is located in the other Unit. Each Unit shall be subject to an easement in favor of the Unit Owner of the other Unit to use such Service Elements, which are appurtenant to such other Unit Owner and any and other Common Elements which such other Unit Owner are entitled to use and which are located in such Unit and serving such other Unit.

**Section 7.2 Easements for Structural Support.** In addition to such other rights or easements granted in the Condominium Documents, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners, as necessary, and the Units are subject to mutual rights of support, except as expressly limited hereby in connection with Limited Common Elements.

**Section 7.3 Rights of Access.** Upon reasonable prior written notice (except in the case of emergency or other abatement as provided in the By-laws), each Unit Owner shall have a right of access to the other Unit to inspect the same, and, upon not less than ten (10) days prior written notice, to correct or remove therefrom violations of the Condominium Documents, or applicable laws. Upon reasonable prior written notice, a Unit Owner shall have the right to install, maintain, repair, replace and relocate the Service Elements which are Limited Common Elements and other Common Elements within or accessible from such other Unit. Where an emergency fire exit leads to a Unit, said Unit shall be subject to an access easement in favor of the other Unit Owner of the other Unit to reach the Common Elements in the event of emergency. Any installation, replacement or relocation of Common Elements within a Unit shall be located at or near previous locations (if any) or, to the extent feasible, above ceiling surfaces, below floor surfaces or within walls. Except in an emergency, any right of access to a Unit granted in this Article VII shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of such Unit. A Unit shall promptly be restored by the Unit Owner to its prior condition after completion of any work by



such Unit Owner in the Unit conducted pursuant to any right of access granted in this Article VII.

## SECTION VIII MANAGEMENT AND OWNERSHIP RIGHTS

**Section 8.1 Management.** The Association shall control the management of the Common Elements and Limited Common Elements.

**Section 8.2 Ownership.** The Owner of a Unit, including the Declarant, shall be a member of the Association and subject to its rules and regulations when a particular Unit is conveyed to the Owner.

## SECTION IX USE OF UNITS

**Section 9.1 Use.** All Units are restricted to storage and similar business uses, but not retail or other uses, along with ancillary office and storage use. Any storage areas are limited to INDOOR STORAGE and the uses set forth on Exhibit B attached hereto.

**Section 9.2 Lease of Unit.** An Owner may lease or rent its Unit for term(s) determined by such Owner subject to the terms of the Declaration, Bylaws, and applicable federal, state, and city regulations.

**Section 9.3 Prohibited Use.** No Unit shall be used for any purpose or use not permitted under any applicable law, code, rule, regulation, ordinance, or court decree in effect on the date the Declaration is recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, including any purpose or use which under such law, code, rule, regulation, ordinance, or court decree would require or would have required any amendment thereof, or variance, special use exception, exception, permit or approval thereunder, for such purpose or use.

**Section 9.4 Covenants and Restrictions as to Use and Occupancy.** The following covenants and restrictions herein shall apply in their entirety to each unit.

a. *No Sale of Goods or Services.* No Unit shall be used for the retail or wholesale sale of goods or services directly out of his unit.

b. *No Animals.* No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any Unit.

c. *No Offensive or Illegal Activities.* No noxious, offensive, boisterous or illegal activity shall be carried on or conducted in any unit or the common areas, nor shall anything be

done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit owners or occupants.

d. *Personal Property.* All personal property must be stored inside a Unit building. No personal property shall be stored or left outside of a Unit building.

e. *Refuse.* Each Unit owner is responsible for the proper disposal of garbage and rubbish either offsite, or if provided by the Association, in proper receptacles, in accordance with federal, state and local laws and regulations, including those applicable to recyclable materials.

f. *Hazardous Substances.* No hazardous substances or materials as defined by federal, state or local law shall be brought upon, kept or used in, on or about a unit or the common areas, or transported to or from the Property, except for small quantities of gasoline or motor oil necessary for motor vehicles or other motorized equipment, or small quantities of other common household products that are used, kept, stored and disposed of in a manner that fully complies with all laws, rules, statutes, ordinances, orders, requirements or policies of any governmental agency or authority.

g. *Use.* No Unit owner shall cause or permit the common elements to be used so as to deny the other Unit owners the full use of such portions of the common elements.

h. *No signs.* No Unit owner may erect, post or display posters, signs, or advertising materials on the outside of any unit, except one (1) sign of not more than for (4) square feet advertising the unit for sale, unless otherwise approved by the Association. Notwithstanding the foregoing, Declarant may erect such signs as it shall deem appropriate for purposes of marketing of units. Such exception shall expire upon the sale of all units of the Condominium by the Declarant.

i. *Occupants.* Any person using a Unit with the authority of a Unit owner or as a tenant shall comply with all restrictions covenants and conditions imposed hereunder upon a unit owner.

**Section 9.5 Retail Uses Prohibited.** In addition to the terms of Section 9.4 above, no part of the Condominium may be used for any retail business or sales to the public including but not limited to any of the following prohibited uses:

- a. Bingo, lotto or off track betting hall;
- b. Repair, sale, lease or display of cars, trucks, boats, recreational vehicles, trailers or mobile homes (new or used);
- c. Animal clinic;

- d. So-called "head shops" or shops for the procurement of drug paraphernalia (as defined by state or local law);
- e. Tattoo parlor;
- f. Any business or use that emits offensive odors, fumes, dust or vapors; or any business or use which emits loud noise or sounds which are reasonably objectionable;
- g. Massage parlor; adult bookstore or store selling or exhibiting pornographic materials; pornographic adult theater; or the display of male or female dancers or a so-called "strip-tease" establishment;
- h. Ballroom, dance hall or discotheque;
- i. Bailbondsman;
- j. Auction, liquidation, going out of business, fire or bankruptcy sales;
- k. Sale of tobacco products except as an incidental part of a business.
- l. Sale of alcoholic beverages for on or off site consumption except as an incidental part of a restaurant business.
- m. The advertisement of tobacco products or alcoholic products in any doors or windows within or on the exterior of the Condominium; or
- n. Flea market, "second-hand" store or army, navy or governmental "surplus" store.

**Section 9.6 Unit Owners Restriction on Limited Common and General Common Area Parking.**

- a. To enhance the aesthetics of the Condominium and in order to facilitate required maintenance and snow plowing of the driveway and parking lots, all vehicles of any type shall be parked in a designated parking stall. No vehicle of any type shall be placed in stall for storage.
- b. No boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design shall be stored or parked in any parking stall for a period of longer than twenty-four (24) hours in any one (1) week period. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property.
- c. No Unit Owner nor its family members, agents, employees, invitees or guests may use any of the parking areas for the purpose of repairing or restoring any motor vehicle.

**SECTION X**  
**REPAIR OR RECONSTRUCTION**

**Section 10.1 Repair or Reconstruction of Condominium.** In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by unanimous vote of the Unit Owners taken within thirty (30) days after such damage or destruction and by eligible mortgage holders who represent at least one hundred percent (100%) of the votes of the Units that are subject to mortgages held by eligible holders taken within thirty (30) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 6.4 of the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred percent (100%) of the cost of completing repair or reconstruction, shall be repaired or reconstructed. In the event of repair or reconstruction, such repair or reconstruction shall be pursuant to arrangement of the Association as provided in this Declaration and the By-laws.

**Section 10.2 Eminent Domain.** In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be awarded as provided in Section 703.19(3) of the Wisconsin Statutes, as the same is amended from time to time.

a. *Taking of Common Elements.* Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Percentage Interest. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the unanimous written consent of the Unit Owners. All Unit Owners whose Unit is subject to a mortgage shall first obtain the Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one (1) fund and shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

b. *Taking of Unit.* Following a taking of all or substantially all of one (1) or more Units, such that the restoration or reconstruction of the Unit or Units is not practical, the

affected Unit Owners and their Mortgagees, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Units. The affected Unit Owners shall thereupon release and relinquish any and all interests in their Units, the Condominium Property, and the Common Elements of the Condominium. The remaining Unit Owners shall thereafter file an amendment to this Declaration which would change the description of Property and improvements subject to the Declaration and the portion of the property designated as Units and Common Elements and change the Percentage Interest appurtenant to each Unit.

c. *Taking of a Portion of a Unit.* In the event that a portion of any Unit is taken and the Unit is repaired or reconstructed, the Percentage Interests and vote appurtenant to such Unit shall remain unchanged.

**Section 10.3 Association as Designated Agent.** Each Unit Owner shall act as the designated agent and/or attorney-in-fact for their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty or damage to the Condominium or eminent domain proceedings which involve the Condominium. Any proceeds or awards shall be made payable to the Association for the benefit of the Unit Owners and their mortgage holders. The distribution of such funds in connection with the termination of the Condominium shall be made based upon each Unit's Percentage Interest.

## **SECTION XI INSURANCE**

**Section 11.1 Insurance.** The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. To the extent reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, and their respective servants and agents, and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days prior written notice to the Association and which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance.

Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

**Section 11.2 Proceeds of Insurance.** In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the Buildings and/or Common Elements according to Section 10.1 hereof and Section 6.4.1 of the Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which were damaged. If it is determined (according to Section 10.1 of this Declaration and Section 6.4 of the Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Section 10.1 hereof and Section 6.4 of the Bylaws.

**Section 11.3 Public Liability Insurance.** The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Association from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide workmen's compensation insurance, directors, and officers, liability insurance in such amounts as are determined by the Association to be necessary from time to time.

**Section 11.4 Separate Insurance.** Each Unit Owner shall be responsible for obtaining liability insurance for its own Unit and casualty insurance for its personal property.

## **SECTION XII DISCLAIMER OF LIABILITY OF ASSOCIATION**

**Section 12.1 Disclaimer.** Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section XII and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section XII.

**Section 12.2 Parking Areas.** Each Unit Owner shall be responsible for its personal property located in the parking areas or Limited Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Association, any Unit Owner nor the Declarant shall be (i) considered a bailee of any personal property of a Unit Owner stored in the

Common Elements (including without limitation, property located in vehicles parked in the parking areas), whether exclusive possession of any particular area shall be given to any Unit Owner for parking purposes, or, (ii) responsible for the security of such personal property or for any loss or damage thereto.

### **ARTICLE XIII ADDITIONAL PROVISIONS**

#### **Section 13.1 Claims; Dispute Resolution.**

a. *Definition of a Claim.* A "Claim" is a demand or assertion by a party seeking, as a matter of right, adjustment or interpretation of terms, payment of money or other relief with respect to the terms of the Condominium Documents. The term "Claim" also includes other disputes and matters in question between any Unit Owner and Declarant, between Declarant and the Association, between the Association and any Unit Owner or between any Unit Owner and another Unit Owner arising out of or relating to the Condominium or the Condominium Documents. For purposes of this Section 13.1, the term "Declarant" shall include Declarant and Declarant's officers, directors, agents or employees.

b. *Procedure for Making Claims and Burden of Proof.* Claims must be made by written notice to the other interested party or parties hereto. The responsibility to substantiate Claims shall rest with the party making the Claim.

c. *Time Limits on Claims.* Claims by any party must be made within six (6) months after occurrence of the event giving rise to such Claim or six (6) months after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim once such Claim is recognized, and shall cooperate with the party against whom the Claim is made in any effort to mitigate the alleged or potential damages or other adverse consequences arising out of the condition which is the cause of such a Claim. Any additional Claim related to the initial Claim which is made after the initial Claim has been implemented will not be considered. Claims may also be reserved in writing within the time limits set forth in this Section 13.1(c). If a Claim is reserved, the procedures described in Sections 13.1(e) and (f) shall not commence until a written notice from the claimant is received by the other party. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

d. *Continuing Performance.* Pending final resolution of a Claim, no party shall be excused from the performance of any obligation under the Condominium Documents.

e. *Negotiation; Mediation.*

i. **Negotiation.** Prior to submitting any Claim to mediation or arbitration, the parties hereto shall diligently attempt, in good faith, to settle any Claim by negotiation between all of the parties to such Claim. If the parties are unable to reach a negotiated settlement with respect to such Claim within sixty (60) days after the commencement of negotiations, the parties may continue to diligently negotiate in good faith with respect to such Claim, or, at the option of any party to the Claim, the Claim may be submitted to mediation by written demand for mediation delivered to the other parties to such Claim. Such mediation shall be held pursuant Section 13.1(e)(2).

ii. **Mediation.** If the parties to a Claim are unable to reach a negotiated settlement with respect to any Claim pursuant to Section 13.1(e)(1), the Claim shall be submitted to mediation upon the delivery of a written demand therefore from one (1) party to the Claim to all the other parties to the Claim. Any mediation shall be conducted by a proprietary mediation service reasonably acceptable to the parties to the Claim. In the event the parties to the Claim are unable, within sixty (60) days after a written demand for mediation, to agree on a mutually acceptable mediation service, any party to the Claim may demand arbitration pursuant to Section 13.1(f) hereof. Upon selection of the mediation service by the parties to the Claim, the parties shall diligently attempt, in good faith, to settle any disputes by mediation. If the parties are unable to reach a mediated settlement with respect to such Claim within sixty (60) days after the commencement of mediation, the parties may continue to diligently mediate in good faith with respect to such Claim, or, at the option of any party to the Claim, the Claim may be submitted to arbitration by written demand therefore delivered to the other parties to such Claim. Arbitration shall be held pursuant Section 13.1(f) hereof.

**f. Arbitration.**

i. **All Controversies and Claims Subject to Arbitration.** The sole method of resolving disputes under the Condominium Documents will be by negotiation, mediation and arbitration as provided in this Section 13.1. Any controversy or Claim arising out of or related to any agreement between any Unit Owner, Declarant and the Association, shall be settled by negotiation, mediation and arbitration in accordance with this Section 13.1.

ii. **Commencement of Arbitration.** Any party to a Claim that remains unresolved after negotiation and mediation pursuant to Section 13.1(e) may commence arbitration by written demand therefore delivered to the other parties to such Claim. No Claim may be heard in arbitration if a Notice of Claim was not timely filed pursuant to Section 13.1(c), or if the Claim would otherwise be barred by an applicable statute of limitations.

iii. **Arbitration Procedures.** Except as otherwise expressly provided herein, arbitration shall be held in accordance with the applicable Arbitration Rules of the American Arbitration Association in effect from time to time.

iv. **Number and Selection of Arbitrators.** Arbitration panels shall consist of the following numbers of arbitrators, as the case may be:



A. in the event the Claim or Claims subject to arbitration are less than or equal to an aggregate of \$200,000.00, the arbitrator shall consist of one (1) person reasonably acceptable to all parties to the Claim or Claims; or

B. in the event the Claim or Claims subject to arbitration are more than \$200,000.00 in the aggregate, the arbitration panel shall consist of three (3) persons reasonably acceptable to all of the parties to the Claim or Claims.

In the event the parties to a Claim or Claims cannot, after thirty (30) days, agree upon on the arbitrator or arbitrators, the selection of the arbitrator or arbitrators shall be submitted to the American Arbitration Association, who shall be instructed to appoint the arbitrator or arbitrators from the American Arbitration Association's Large Complex Panel.

v. **No Authority to Award Punitive Damages.** The arbitrator or arbitrators shall have no authority to award punitive damages nor make any ruling, finding or award that does not conform to the terms and conditions of the Condominium Documents, the Act, and applicable law.

vi. **Award of Attorneys Fees and Costs.** The arbitrator or arbitrators are authorized to, but shall not be obligated to, award all or a part of the costs and fees, incurred by a party, including arbitration fees, administrative expenses, witness fees and reasonable attorneys' fees as the arbitrator or arbitrators shall deem to be just and equitable.

vii. **Non-Disclosure.** Neither a party to a Claim nor the arbitrator or arbitrators may publicly disclose the results of any arbitration hereunder, without the prior written consent of all of the parties, except as required by law or as may be required to conform to the Condominium Documents.

viii. **Site and Timing of Hearings.** Unless otherwise agreed to in writing by all of the parties to a Claim, all hearings will be held in Wisconsin if the Declarant is a party to the Claim, and if the Declarant is not a party to a Claim then at a mutually agreeable place.

ix. **Pre-Hearing Procedures.** The arbitrator or arbitrators shall order a pre-hearing exchange of information by the parties, which may include production of requested documents reasonably required by the parties, exchange of summaries of testimony of proposed witnesses, the deposition of any experts and limited depositions of the parties. All issues regarding conformation with discovery requests shall be decided by the arbitrator or arbitrators. The arbitrator or arbitrators shall require a pre-hearing meeting between the parties at which each party shall present a memorandum disclosing the factual basis of its Claim and defenses and disclosing all legal issues to be raised. It shall also disclose the names of any expert a party may present as a witness in the proceedings. Failure to disclose such experts shall bar their testimony at the arbitration. Any reports, calculations and other data used by an expert in reaching his opinion and who is called as a witness shall be provided at least ten (10) days prior to such expert's scheduled deposition. If such reports, calculations and other data

are not so presented, such reports, calculations and other data shall be precluded from being used at any arbitration.

x. **Compensation of the Arbitrators.** Payment for services of the arbitrator or arbitrators will be at the rates agreed to between the arbitrator or arbitrators and the parties to the Claim, and may include study time, panel conferences and actual hearing time. Direct expenses incurred by the arbitrator or arbitrators will be reimbursed at the actual cost incurred. Billing for such expenses shall be submitted within thirty (30) days of the conclusion of an arbitration and shall include an itemized listing supported by copies of the original bills, invoices and other relevant supporting data. Unless otherwise awarded by the arbitrator or arbitrators pursuant to Section 13.1(f)(6) hereof, each party to or included in any Claim submitted to arbitration shall bear an equal share of the costs incurred by the arbitrator or arbitrators with respect to the subject Claim.

xi. **Legal Relations.** The parties hereto agree that the arbitrator or arbitrators, in the performance of their duties, are acting in the capacity of an independent contractor and are not employees or agents of any party hereto.

xii. **Joinder or Consolidation.** Any arbitration hearing shall include by way of joinder or consolidation, any Unit Owner, contractor, developer, architect, subcontractors or separate contractors, and any other persons substantially or materially involved in a common question of fact or law if the presence of any such person is required in order that complete relief may be accorded in arbitration. The agreement to arbitrate and this agreement of joinder shall be specifically enforceable under Wisconsin State law and venue therefore shall be in any court having jurisdiction thereover and sitting in Sheboygan County, Wisconsin.

xiii. **Finality of Award.** The Award rendered by the arbitrator or arbitrators shall be final and binding upon the parties.

xiv. **Written Opinion.** The award of the arbitrator or arbitrators shall be accompanied by a written, reasoned opinion and shall be rendered no later than thirty (30) days from the date the subject arbitration is formally closed.

**Section 13.2 Compliance.** All present and future Owners and occupants, licensees, lessees, assignees, invitees of such Owners, employees of Owners, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the Articles and By-Laws of the Association and the rules and regulations adopted pursuant thereto, in a reasonable and nondiscriminatory matter, as those instruments may be amended from time to time, in a reasonable and nondiscriminatory matter. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended and in effect from time to time. The provisions contained in such instruments 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 in law or in equity, as well as by the provisions of the Wisconsin Condominium Ownership Act.

**Section 13.3 Future Easements.** Declarant hereby reserves for the Association, acting by and in its discretion, the right to grant to the City of Sheboygan, Sheboygan County, or public or semi-public utility companies, or any cable TV company serving the property, easements, and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes, cable and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that the Association may deem fit and proper for the improvement and benefit of the property. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes, cables, or other conduits, with the right to do whatever may be necessary to carry out the purposes for which this easement is created.

**Section 13.4 Perpetual Easements.** A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all utility companies legally designated representatives of the United States Postal Service for the performance of their duties.

**Section 13.5 Mortgages.** Each Unit Owner shall have the right to mortgage or encumber its own respective Unit, together with its respective Percentage Interest in the Common Elements. No Unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except its own Unit and its own respective Percentage Interest in the Common Elements and Limited Common Elements as aforesaid. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the making of the Assessment, mechanic's liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.80 of the Wisconsin Statutes, as the same is amended from time to time

**Section 13.6 Termination.** The Unit Owners by unanimous consent may remove this Condominium property from the provisions of the Wisconsin Condominium Ownership Act by an instrument to that effect duly executed and recorded in accordance with the provisions of Chapter 703 of the Wisconsin Statutes.

**Section 13.7 Liability for Common Expenses.** The costs of administration of the Association, liability insurance, repair and maintenance of the common elements (but not limited common elements except as provided at Paragraph 4) and common services provided to the unit owners, shall be paid by the Association. The Association shall make assessments

against the unit owners, as well as the units themselves, for such common expenses in accordance with the percentage of the undivided interest in the common elements relating to each unit, in the manner provided in the Bylaws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common elements or services or by the abandonment of his unit; and no conveyance shall relieve the unit owner or his unit of such liability, and he shall jointly, severally, and personally be liable, along with his grantee in any such conveyance, for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid. All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit owner to which charged, as provided in the Act, without the necessity of filing such a lien and this provision shall constitute notice to all successors in title to units.

**Section 13.8 Partition of Common Elements Prohibited.** 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 (2) or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided.

**Section 13.9 Conveyance to Include Interest in Common Elements and Facilities and Limited Common Elements.** The percentage of the undivided interest in the common and limited common elements shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest 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.

#### **SECTION XIV AMENDING DECLARATION**

**Section 14.1 Amendment of Declaration of Condominium.** Except as otherwise provided by law or as hereafter expressly provided, this Declaration may not be amended unless the proposed amendment is approved by all Unit Owners. As provided in Section 703.09(2) of the Act, a Unit Owner's consent to an amendment shall not be effective unless approved in writing by all Mortgagees, if any, of such Unit. No amendment shall be effective until signed and acknowledged and duly recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

**Section 14.2 Errors.** Notwithstanding the above, if any Unit Owner determines that a typographical error, misnomer, inadvertent omissions or any other error has been made in this

Declaration, the Declarant, without further authority, shall have the right to correct any such error by an instrument amending the Declaration of and recorded with the Register of Deeds for Sheboygan County, Wisconsin, provided, however, that no such amendment shall materially affect any substantive right or interest of any other Unit Owner in its Unit or the Common Elements.

**Section 14.3 Amendments to the Condominium Documents.** The Condominium Documents, other than the By-laws and this Declaration, may be amended only in accordance with the Act and the Condominium Documents.

**Section 14.4 Failure of Association to Insist on Strict Performance Not Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any 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 relinquishment for the future of such terms, covenants, conditions or restrictions, but such terms, covenants, conditions or restrictions shall remain in full force and effect. The receipt by the Association of payment of any assessment for 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.

**Section 14.5 Rights of Declarant.** All rights of the Declarant herein shall inure to the benefit of its successors and assigns.

**Section 14.6 Expanding the Condominium.** The Condominium shall not be expandable.

## **SECTION XV BOUNDARY RELOCATION; SUBDIVISION; PARTITION**

**Section 15.1 Relocation of Boundaries Between Adjoining Unit.** The owners of the Units may relocate the boundaries between their Units in accordance with the provisions of Section 703.13(6) of the Act. As provided in such Section of the Act, such subdivision shall become effective only upon the recording of (i) an amendment to this Declaration identifying the Units involved; stating that the boundaries between said Units are being relocated by agreement of the Unit Owners thereof; containing words of conveyance between those Unit Owners; reflecting any reallocation of the aggregated undivided interest in the Common Elements appertaining to said Units; and reflecting any liabilities for future common expenses not specially assessed appertaining to the Units; and (ii) an amendment to the Condominium Plat showing the altered boundaries and the dimensions thereof between the Units and their identifying number or letters, which shall be certified as to its accuracy by a civil engineer, architect or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

**Section 15.2 No Revocation or Partition.** Except as otherwise set forth herein or in the Bylaws, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the Condominium form of ownership is waived and terminated by agreement of all of the Unit Owners.

## **SECTION XVI MISCELLANEOUS**

**Section 16.1 Rights of Action.** In the event any Unit Owner or the Association fails to comply with any provision of this Declaration or any Condominium Document, then, the Declarant, the Unit Owner, or the Association, in addition to any other rights or remedies they may have hereunder or at law or equity, shall be entitled to recover their actual attorneys' fees expended in enforcing compliance with this Declaration or the Condominium Documents.

**Section 16.2. Waiver.** The failure of the Association to enforce any provision of this Declaration or any provision in the Condominium Documents or to exercise any right or option or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

**Section 16.3 Severability.** The provisions contained herein shall be construed as independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

**Section 16.4 Captions.** The captions and headings of various paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

**Section 16.5 No Obligations.** Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

**Section 16.6 Number and Gender.** Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

**Section 16.7 Registered Agent.** The registered agent for service of process shall be Gary Gartman or such other person or entity as may be designated by the Association and upon proper filing of said name with the Register of Deeds for Sheboygan County, Wisconsin, and with the Department of Financial Institutions of the State of Wisconsin.



**EXHIBIT A**

**Condominium Plat**



**EXHIBIT B**

**Uses**