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**DECLARATION OF CONDOMINIUM
OWNERSHIP AND COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LANDMARK SQUARE CONDOMINIUM**

THIS DECLARATION is made **by Landmark Square Condominium Owners Association, Inc.**, hereinafter referred to as **(LMSCOA, Inc. or The Association)**, the date hereinafter stated for the purposes of subjecting the following described real property and the appurtenances thereto to the provision of the Wisconsin Condominium Ownership act (Chapter 703, Wisconsin Statutes) and for the additional purpose of imposing certain covenants, conditions and restrictions upon such property.

RECITALS

Section 1. Ownership -- **Landmark Square Condominium Owners Association, Inc.**, a Wisconsin corporation, hereinafter referred to as (LMSCOA, Inc. or The Association), is the owner of the subject property.

Section 2. Name of Condominium -- The condominium shall be known as Landmark Square Condominium, located at 832 North 6th Street, City of Sheboygan, Sheboygan County, Wisconsin.

Section 3. Condominium is not Expandable -- The condominium shall consist of one (1) building. The building shall contain seventy (70) units. The condominium is not expandable.

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

Lot Two (2) of a Certified Survey Map recorded in Volume Twenty-two (22) of Certified Survey Maps on Pages 92/3 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1792732, being a part of Block One Hundred Four (104) of the Original Plat of the City of Sheboygan, and all of Lot One 91) of a Certified Survey Map recorded in Volume Twenty (20) of Certified Survey Maps on Page 183 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, City of Sheboygan, Sheboygan County, Wisconsin.

Section 5. Covenants, Conditions and Restrictions -- Certain covenants, conditions and restrictions upon the use or uses of the condominium property are set forth throughout this Declaration.

CONDOMINIUM PLAN, COVENANTS, CONDITIONS AND RESTRICTIONS

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

ARTICLE I

DEFINITIONS

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

Section 1.1 LMSCOA, Inc. -- Shall mean and refer to the LANDMARK SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC., a nonstock corporation organized under Chapter 181 of the Wisconsin statutes, its successors and assigns.

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

Section 1.3 Handicapped or Disabled -- A person is handicapped as defined in 45 U.S.C. No. 3604(f), Wis. Statutes 106.50(1m)(g) and in 24 C.F.R. Sec. 100.201(A)(2)(2001). For

purposes of this Declaration the term “handicap” under Wisconsin Law and “disability” under Federal Law shall have the same meaning.

Section 1.4 Condominium Property -- Shall mean and refer to the real property described herein, together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

Section 1.5 Building -- Shall refer to the single building containing seventy-two (72) units and depicted on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 1.6 Unit -- Shall mean, refer to and include those portions of the property to be owned by and used exclusively by the unit owner(s).

Section 1.7 Common Elements: -- Shall mean, refer to and include all of the condominium property except its units.

Section 1.8 Limited Common Elements: -- Shall mean, refer to and include those parts of the common elements designated in this Declaration or the condominium plat as reserved for a certain unit(s) to the exclusion of other units.

Section 1.9 Common Expenses and Common Surpluses -- Shall mean, refer to and include the expenses and surpluses of the Association.

ARTICLE II

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

Section 2.1 Description of Building -- The “building” shall contain seventy (70) units as more particularly set forth on Exhibit One (1) attached hereto.

Section 2.2 Description of Units -- Each of the seventy (70) units shall be separately designated by an identifying number as set forth on Exhibit One (1). Each unit is located on one floor. The number of units on the first or ground floor is nineteen (19), they are numbered 101 through 106 and 108 through 121. The number of units on the second floor is twenty (20), they are numbered 201 through 221. The number of units on the third floor is twenty (20), they are

numbered 301 through 315 and 317 through 321. The number of units on the fourth floor, eleven (11) in number, shall be numbered in odd numbers only, being units 401, 403, 405, 407, 409, 411, 413, 415, 417, 419 and 421. If any of the common or limited common elements shall encroach upon any unit, or any unit shall encroach upon any other unit whereupon any portion of the common or limited common elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist as long as the building stands. In interpreting the exhibit attached hereto, the existing physical boundaries of a unit or a unit which is constructed in substantial compliance with the plan thereof, shall be conclusively presumed to be within its boundaries rather than the dimensions expressed in the attached exhibit, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the attached plans and those of the building.

Section 2.3 Description of Common Elements -- The location of the common elements on the condominium property are shown on Exhibit One (1) attached hereto and are also designated on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, and the items of property and facilities included within the meaning of said term are as stated in Section 1.7 of this Declaration. The owners of each unit shall have an undivided interest as tenants in common in the common elements as hereinafter described in this Declaration.

Section 2.4 Description of Limited Common Elements -- The limited common elements are:

- The underground parking space assigned to each unit
- The storage room assigned to each unit
- Deck or patio
- Air conditioning condenser site

The limited common elements assigned to each unit shall be for the use of such unit and any subsequent conveyance of title of such unit shall pass with it, as an appurtenance, the use of the limited common elements provided for in this Declaration. The use of the limited

common elements aforescribed shall be restricted to the purposes for which are herein designated and no owner shall use, add to, alter, modify or in any way change such limited common element in any manner contrary to provisions of this Declaration or the By-Laws of the Association or any rules or regulations as may from time to time be adopted by the Association.

The limited common elements designated shall be subject to access under the provisions of this Declaration, by By-Laws of the Association or any rules and regulations as may from time to time be adopted by the Association, such access including but not being limited to the purposes of maintenance, inspection and repair.

ARTICLE III PROPERTY RIGHTS

Section 3.1 Percentage of Undivided Interest in Common Elements -- The fraction of undivided interest owned in the common elements by each unit shall be one-seventieth (1/70th) (or expressed as a percentage 1.43%) which shall include the limited common elements being a part thereof.

The LMSCOA, Inc. herein has taken account of the fact that the units vary in size and location within the common elements, but that the most equitable manner of assigning property rights is to assign an equal interest in the property to each unit regardless of size or location within the condominium property.

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

Section 3.3 Boundaries of the Unit -- The boundaries of each unit shall be the underside of the finished interior surfaces of its perimeter walls, floors and ceilings; such finished surfaces being included within the unit. This area may be used and improved as further set forth in Article 7, Section 7.2, below.

Section 3.4 Rights in Common Elements -- Each owner, together with his family and guests, shall use the common elements for all purposes for which it was designed and intended. No owner, his family and guests may hinder or encroach upon the lawful rights of any other owner, such owner's family and guests or tenants with respect to such use, with the exception of the limited common elements as described in this Declaration. Such rights to use the common elements shall be subject to all restrictions and limitations set forth in this Declaration or in the By-Laws of the Association, and the rules and regulations adopted pursuant thereto.

Section 3.5 Easement of Enjoyment -- Every owner shall have a nonexclusive right to an easement of enjoyment in and to the common elements, including, but not by way of limitation, a right and easement of ingress and egress over, upon and across the common elements (and shared limited common elements) necessary for access to such owner's unit. These rights and easement of enjoyment shall be appurtenant to and pass with the title to every unit, subject to the right of the unit owners to mortgage their interest in the common elements.

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

- a. Any utility easement present now or necessary in the future as may be granted for gas, water, electrical, telephone services, cable television services and/or sewer, whether or not evidenced by an instrument in writing of public record.
- b. Operable smoke detectors shall be maintained in all units.
- c. To the extent necessary, each unit shall have an easement as may be required through the common elements of the condominium to maintain utilities including electricity, gas, telephone, cable television, sewer and water connections servicing the unit.
- d. All the easements described in this section and all rights appurtenant thereto shall run with and bind the land in perpetuity and shall inure to the benefit and be binding upon the LMSCOA, Inc. their successors and assigns, and upon all parties

having any (legal or equitable) right, title or interest in the condominium property, their respective heirs, personal representatives, successors and assigns.

ARTICLE IV

MEMBERS AND THEIR VOTING RIGHTS

Section 4.1 Members -- Each record title owner of a unit, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title to a similar interest merely as security for the performance of an obligation) to a unit, whether existing or proposed (as described herein), shall be a member of the Association which shall administer the common elements.

Section 4.2 Voting Rights -- Each unit shall be entitled to one vote only. If an owner shall own more than one unit, such owner shall be entitled to one vote for each unit owned. If there exists more than one owner of a unit, then they shall determine between themselves who has the right to cast the one vote or may divide their vote in relationship to their ownership interest in the unit, but in no event shall the owners of any one unit, if there be more than one, have more than one vote.

ARTICLE V

COVENENT (AND LIEN) FOR ASSESSMENTS

Section 5.1 Assessments, and Lien and Personal Obligation Therefor -- Each future owner by acceptance of a Deed conveying an interest in the condominium is deemed to covenant and agree to pay the Association annual assessments, special assessments for capital improvements, statutory reserve account assessments (when, and if established by the Association) and any sum assessed for damages to the condominium property pursuant to this Declaration, the By-Laws thereof, and any rules and regulations established thereunder. These assessments shall be collected as hereinafter provided for in this Declaration. The aforementioned assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be and

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

Section 5.2 Purpose of Assessments -- The assessments levied by the Association shall be used to enhance the property value, to promote the recreation, health, safety and welfare of the unit residents, and for the maintenance and improvement of the condominium property. Subject to the provisions following, assessments shall be used to pay the common expenses of the Association for such items, but not by way of limitation, as: general maintenance services of the common elements (and facilities appurtenant thereto) and Association property; liability, fire and extended coverage insurance premiums for the common elements; utility charges for any part of the condominium property not individually metered to units; lawn care, landscaping, trash services, snow removal, repair, maintenance and operation of the common elements, facilities and Association property and pay for management fees. Subject to the provisions of Section 5.3 following, special assessments for capital improvements shall be used to defray, in whole or in part, the common expenses for the costs of reconstruction, repair or

replacement of capital improvements on the common elements or Association property, and the construction or purchase of new capital improvements, but may be levied only upon the affirmative vote of the unit owners at a meeting called for that purpose in accordance with the provisions of the By-Laws of the Association.

Section 5.3 Common Expenses (and Surplus); Payment of Monthly Assessments --

The common expenses under Section 5.2 above shall be charged to (and the common surplus shall be distributed among) the unit owners equally. Due regard is given by the Association herein to differences that may exist between the several units but believes that the equal burden of assessments assigned to each unit accurately reflects the distribution of common expenses among the respective unit owners.

Section 5.4 Date Assessments Commence -- The monthly assessment provided for herein shall commence on the date this Declaration is recorded as to every occupied unit and shall be due and payable to the Association each month thereafter, on the same date, or such other date as may be established by the Association herein. As to any unit conveyed after the date this Declaration is recorded, assessments, or the pro rata share thereof, shall be due and owing starting on the date of conveyance.

Section 5.5 Disposition of Excess Assessments -- In the event the Board of Directors determines that excess assessments have been made or assessed to the unit owners, the Board of Directors may repay those excessive assessments or credit all or a portion of excessive assessments to the next annual assessment. Excessive assessments would be those assessments collected or due for which there are no existing or projected common expenses within a one-year period, necessitating the payment of such funds or for which no specific contingency exists. The Board of Directors may make such repayments in their discretion, with due regard given for past payment patterns and the future needs of the condominium.

Section 5.6 Certification of Status of Assessments -- The Association shall furnish, upon request of a unit owner or such other persons who have a bona fide interest in the status of such assessments, a Certificate signed by an officer (other than an owner of the unit for

which requested) of the Association setting forth as a specified date the amount of unpaid or excess assessments on a specified unit.

Section 5.7 No Waiver of Assessments -- No owner may waive or otherwise escape liability for the payment of assessments by the non-use of any of the common elements, by rental of the unit(s) or by abandonment of the unit.

Section 5.8 Priority of Lien -- A lien for assessments shall be prior to all other liens except only (a) liens of general and special taxes, (b) all sums unpaid on a first mortgage recorded prior to the making of such assessments, and (c) mechanics' (construction) liens prior to the making of such assessments, as provided in Section 703.16 of the Wisconsin Statutes.

Section 5.9 Interest on Unpaid Assessment -- Any assessment not paid within ten (10) days of the date for payment, shall incur interest at the rate of one (1%) percent per month on the unpaid balance from the date the assessment was due, until paid in full.

ARTICLE VI

DAMAGE AND DESTRUCTION OF PROPERTY – INSURABLE RISKS

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

Section 6.2 Total Loss or Loss in Excess of Insurance Proceeds -- In the event the common elements of the condominium are damaged to an extent more than the available insurance proceeds or the condominium property is damaged to the extent that it is a total loss for insurance purposes, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having one hundred (75%) percent of the

votes. In the case of partition, the net proceeds of sale together with the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements, and shall be distributed in accordance with the priority of interests in each unit.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.1 Common Elements -- No building, fence, wall or other structure except those contemplated in this Declaration, the original plans and the original plat, shall be commenced, erected or maintained upon the common elements of the condominium. No addition, change or alteration may be made to the building exterior and the condominium grounds except by action of the Board of Directors of the Association.

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

ARTICLE VIII

MAINTENANCE AND REPAIR

Section 8.1 -- All maintenance and repair to the individual unit(s), including the limited common elements assigned thereto, shall be made by the individual unit owner unless otherwise provided herein, but such maintenance and repair shall not include structural alteration or repair to the buildings themselves. Included with the unit owner's responsibility for maintenance and repair are all windows, entry door and interior doors, appliances (whether included with the unit or added to the unit after purchase), furnaces, air conditioners, hot

water heaters, water softeners, interior surfaces of walls, ceilings and floors, light fixtures, smoke alarms, doorbells and locks. In addition, each unit owner shall be responsible for the maintenance of all utility connections located within the unit following the completion of construction of the unit.

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

Section 8.3 -- All maintenance, repairs and replacements to and within the common elements, shall be undertaken by action of the Board of Directions and shall be charged to all units as a common expense as set forth in Article V, above, unless necessitated by the negligence, misuse or neglect of a unit owner, his agents, invitees and lessees, in which case the expense for such maintenance, repair and replacement shall be charged to said unit owner.

ARTICLE IX

USE RESTRICTIONS

Section 9.1 Residential Units: Each residential unit is intended for and its use shall be restricted to a single family residence only. Each unit in the condominium must be owned and/or occupied by at least one person who is fifty-five (55) years of age or older, or who is disabled or handicapped as defined herein in Section 1.3, above. To ensure that the restrictions set forth in this subparagraph continue as required by this Declaration, each unit owner shall provide the Association at least thirty (30) days prior written notices of any sale, transfer, assignment or lease of the unit and a certification acceptable to the Association signed by the unit owner and the unit owner's purchaser, assignee, transferee or lessee certifying that the unit will be occupied by at least one person who is age fifty-five (55) years or older or who is

disabled or handicapped as defined herein after such sale, assignment, transfer or lease and shall be otherwise used and occupied in accordance with the requirements and restrictions of this Declaration, the By-laws and any rules adopted thereunder. Occupancy of the condominium unit is limited to persons over the age of eighteen (18) except for guests whose occupancy is for less than fourteen (14) consecutive days. No guest, regardless of age, shall occupy a condominium unit for more than fourteen (14) consecutive days. No unit shall be occupied by more than three (3) persons.

Section 9.2 -- No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the property by its residents.

Section 9.3 Additional Rules and Regulations -- In addition to the foregoing, the Association may, from time to time, adopt reasonable rules and regulation pursuant to the By-Laws of the Association which regulations impose additional use restrictions on the condominium property.

Section 9.4 Association's Right of First Refusal -- The Association, its successor or assigns shall have the right of first refusal to re-purchase a unit should the unit owner wish to sell, transfer, assign or convey the unit for any reason. The terms of the right of first refusal are as follows: any unit owner intending to sell, transfer, assign or convey the unit owner's unit shall provide the Association, its successor or assignee, written notice of such intention no later than thirty (30) days prior to the date of such sale, transfer, assignment or conveyance. The notice shall include the price of the unit and any contingency to sale set forth in the offer relating to the Buyer's obligation to conclude the transaction. Upon receipt of such notice and further notice from the Seller that all contingencies have been fulfilled, the Association, its successors or assigns shall have fifteen (15) days to notify the unit owner whether or not the Declarant, its successors or assigns, shall exercise its right of first refusal. Nothing contained in this subsection shall nullify any other use restriction set forth in this article. A right of first refusal shall not apply to any of the following transfers, provided however that such transfers do not result in a violation of any other provisions of this Declaration:

- A transfer by gift, device or inheritance
- Conveyance by unit owner to the unit owner or the unit owner's spouse's trust
- Any unit where the owner of the unit acquired the unit by foreclosure or a deed in lieu of foreclosure, or by a deed of the unit to a purchaser at a foreclosure sale

ARTICLE X

INSURANCE

Section 10.1 Property Insurance -- The Board of Directors shall be required to obtain and maintain insurance for property damage as required in Sec. 703.17(1), Wis. Stats. or any amendment thereto, insuring all condominium property, including the limited common elements thereof, but not including furniture or other personal property of the unit owner. In addition, the unit owner shall be responsible to insure all other personal property located on the condominium property whether located in a unit or in the common elements. Such insurance shall insure the Association and the unit owners as their interest may appear. Evidence of such insurance may be made available to the unit owner's mortgagee.

Section 10.2 -- Each policy shall provide that proceeds shall be payable to the Board of Directors or an insurance trustee as may be provided for in the By-Laws of the Association in trust for all unit owners and their mortgagees as their interest may appear.

Section 10.3 Policy Requirements -- All policies insuring the condominium property for physical damage shall contain a clause that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all the insureds. Prior to obtaining any policy of property insurance or any renewal thereof, the Board of Directors may obtain an appraisal from a property insurance company or a real estate appraiser to ascertain the replacement value of the buildings and all the common and limited common elements thereof for the purpose of determining the amount of property insurance to be put in place pursuant to this section.

Section 10.4 Public Liability Insurance -- The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least One Million (\$1,000,000.00) Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Such insurance shall provide liability coverage for all common and limited common elements set forth herein in the Exhibits hereto.

Section 10.5 Additional Insurance -- Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors. Each unit owner is responsible for obtaining such liability insurance as is necessary to insure his interest and liability for damages arising from the use and occupancy of his premises as may be made by third parties and is further responsible for obtaining such property insurance as may be necessary to insure his interest in personal or other property within the project.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Covenants and Enforcement -- All of the requirements imposed upon the owners of the condominium property by this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements which shall run with and bind the property submitted to condominium ownership until removed from the provisions of the Condominium

Ownership Act of Wisconsin, and shall be binding upon and inure to the benefit of such property and all present and future parties having any legal or equitable right, title or interest therein, their respective heirs, personal representatives, assignees and successors. The Association and/or any owner shall have the right to enforce all such covenants, conditions, restrictions or easements now or thereafter imposed by this Declaration and the By-Laws and the rules and regulations of the Association by any proceeding at law or in equity. Failure to proceed with such enforcement shall not be deemed or constitute a waiver of the right to therefore enforce the original or any subsequent violation.

Without limitation, the Association, acting through the Board of Directors, may in the absence of a unit owner, or owners, failing to maintain their unit or the limited common elements attached to such unit, complete such maintenance and repair as may be necessary and charge the cost of such maintenance and repair to the unit owner, collectable in the same manner as assessments as set forth in Article V above.

Section 11.2 Additional Rights of Mortgage Holders -- The holder of any mortgage of any unit or units which has notified the Association in writing delivered or mailed by certified mail to the place of service or process stated herein, shall have the right to receive written notice by mail of the call of any meeting of the membership of the Board of Directors of the Association to be held for the purpose considering any proposed amendment to this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association. Further, the Board of Directors of the Association shall give, if also requested as provided herein, a notice of any default of any unit owner as to any of the provisions of this Declaration, the Articles and the By-Laws thereunder, simultaneously with giving the required notice to any unit owner for such violation. Further, if requested, the Board of Directors shall give notice in writing to any mortgage holder of any damage in excess of Five Thousand (\$5,000.00) Dollars to the condominium property in the event of a casualty loss.

Section 11.3 Limitation on Enforcement -- No covenant, condition or restriction set forth in this Declaration and no By-Law, rule or regulation adopted by the Association pursuant to the authority granted to the Association under this Declaration, the Articles of Incorporation,

By-Laws, Rules or Regulations may be applied to discriminate against any individual in any manner, whether under Wisconsin law or as described in any other local, state or federal statute, ordinance, regulation or rule.

Section 11.4 Amendment of Declaration -- This Declaration may be amended by unit owners by sixty-seven (67%) percent of the unit owners joining in such amendment. Further, Section 11.2 relating to the rights of mortgage holders shall be complied with. All amendments to the Declaration shall be in writing, and shall be recorded in the Office of the Register of Deeds in the county in which the Condominium Declaration is originally recorded, and joined by the first mortgagee of the unit owner, or the holder of an equivalent security interest in the unit owner's property to be effective as to that unit. Notwithstanding the provisions of this Section 11.3, Section 9.1 may not be amended without a unanimous vote of all unit owners.

Section 11.5 Termination of Condominium Plan -- This condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Condominium Ownership Act.

Section 11.6 Other Assessments -- Should any local government unit levy an assessment for public improvements against any part of the condominium property, such assessments shall be paid by the Association as a common expense, and the share thereof allocated to each unit as provided in this Declaration shall become and be added to the assessments against each unit.

Section 11.7 Service of Process -- The members of the Association may from time to time designate a successor to receive service of process, which shall be in effect by compliance with statutory provisions of the State of Wisconsin therefor.

Section 11.8 Severability -- In the event any one or more of the covenants, conditions, restrictions or easements contained in this Declaration is declared invalid, such invalid provision shall in no way affect any other provision of this Amended Declaration which shall remain in full force and effect.

Dated at Sheboygan, Wisconsin this ____ day of _____, 2020.

Landmark Square Condominium Owners Association, Inc.

By: _____, Officer

_____, Title

By: _____, Officer

_____, Title

SHEBOYGAN COUNTY)

: SS.)

STATE OF WISCONSIN)

Personally came before me this _____ day of _____, 2020,
_____, President, and
_____, Secretary of the above named Corporation,
to me known to be the persons who executed the foregoing instrument, and to me known to
be such President and Secretary of said corporation, and acknowledged that they executed the
foregoing instrument for said Corporation by its authority.

Notary Public, Sheboygan County, WI
My Commission Is Permanent

Exhibits Floor Plans

Intentionally Left Blank