



DECLARATION OF  
CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5376832  
12/07/2017 03:13 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 44

Recording Area


Return this document to:  
Attorney Chris A. Jenny  
von Briesen & Roper, s.c.  
10 East Doty Street, Ste. 900  
Madison, WI 53703

Parcel Identification Number (PIN)

154/0610-032-2080-1

DANE COUNTY APPROVAL CERTIFICATE

There are no objections to this Condominium with respect to Chapter 703 Wis. Stats. and it is hereby approved for recording.

  
Dane County Planning & Development  
Print: TRAY EVERSON

12-7-17  
Date

## DECLARATON OF CONDOMINIUM

The undersigned, Beach House Properties, LLC, hereby declares that the lands legally described on Exhibit A attached hereto and made a part hereof, together with all improvements to be constructed thereon and all easements, rights, appurtenances pertaining thereto, is subjected to this Declaration and to the condominium form of ownership as provided in Chapter 703, Wis. Stats., the Wisconsin Condominium Ownership Act.

### ARTICLE I NAME AND DEFINITION

Section 1.1 Name and Address. The name of the Condominium is Waubesa Shores Condominiums, and has as its initial address 5020 Voges Road, Madison, Wisconsin.

Section 1.2 Definitions. As used in this Declaration or the exhibits and schedules attached hereto, capitalized terms not otherwise defined have the meanings set forth below:

*"Act"* means the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as amended or renumbered from time to time (and any successor statute).

*"Assessment"* means the General Assessments, Residential Assessments, Commercial Assessments, and Parking Assessments, all as hereinafter defined, and Special Assessments, as hereinafter defined, or charges from time to time assessed against a Unit and the respective Unit Owner by the Association, all in accordance with this Declaration and the Association Instruments.

*"Association"* means and refers to Waubesa Shores Condominium Association, Inc., a Wisconsin non-stock corporation.

*"Association Instruments"* mean the Association's Articles of Incorporation, Bylaws and Rules and Regulations, as adopted and amended from time to time.

*"Bike Parking Areas"* mean those areas designated on the Condominium Plat to be used exclusively for parking non-motorized bicycles.

*"Board"* or *"Association's Board"* means the Board of Directors of the Association.

*"Building"* means each of the two (2) physical structures having a foundation, roof supported by columns or walls, including patios and balconies, in which the Units, Parking Units, Storage Units, Limited Common Elements and Common Elements are situated.

*"Clubhouse"* means the multi-purpose area identified on the Plat and which is part of the Common Elements for use by all of the Residential Unit Owners subject to the Rules and Regulations.

*"Commercial Assessment Percentage"* means the percentage for each Commercial Unit of the Condominium set forth in Exhibit C which shall be used in calculating the percentage of Commercial Assessments that are assessed against each Commercial Unit.

*"Commercial Unit"* means the two (2) Units that are designated on the Condominium Plat as "112" and "113".

*"Commercial Unit Customers"* means the customers, patrons, invitees, licensees,

agents, and employees of the Commercial Unit Owners who are authorized or permitted to use, occupy or enter upon the Commercial Unit, Parking Units owned by a Commercial Unit Owner, the Limited Common Elements reserved for the exclusive benefit of the Commercial Unit and the Common Elements which are not reserved for use by the Residential Unit Owners.

*"Common Expenses"* mean those expenses for which Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or the Association. Common Expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements, and expenses of upkeep, lawn service, utility bills, janitor service, accounting and legal fees, wages and fees for managerial and other services, and a reasonable and adequate reserve, all as may be required in the maintenance and management of the Condominium. Common Expenses also includes reasonable insurance for officers and directors and security services which are reasonably related to the general benefit of the Owners, if such expenses do not attach to the Common Elements of the Condominium.

*"Condominium"* means the real estate subject to this Declaration and all improvements constructed thereon which shall be known as "Waubesa Shores Condominiums", together with all rights, obligations, easements and licenses appurtenant thereto which are by this Declaration made subject to the Act.

*"Condominium Instruments"* mean this Declaration, the Condominium Plat and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

*"Condominium Plat" or "Plat"* means Exhibit B attached hereto, as amended from time to time.

*"Declaration"* means this Declaration which subjects the real estate described in Exhibit A to the Act, and all exhibits and schedules attached hereto, as may be amended from time to time as herein provided.

*"Declarant"* means Beach House Properties, LLC, a Wisconsin limited liability company, its grantees, successors and assigns. Declarant shall include any assignee of Declarant who by written instrument recorded with the Dane County Register of Deeds is assigned Declarant's rights hereunder and accepts in such written instrument the rights and obligations of Declarant's rights hereunder.

*"Dog Wash Room"* means the dog wash room identified on the Plat and which is part of the Common Elements for use by all of the Residential Unit Owners subject to the Rules and Regulations.

*"Exercise Room"* means the exercise room identified on the Plat and which is part of the Common Elements for use by all of the Residential Unit Owners subject to the Rules and Regulations.

*"General Assessment Percentage"* means the percentage for each Residential and Commercial Unit of the Condominium set forth in Exhibit C which shall be used in calculating the percentage of General Assessments that are assessed against each Residential Unit and Commercial Unit.

*"Invitees"* mean Commercial Unit Customers and Owner's Guests.

*"Lease"* means any lease or other agreement of occupancy for the use or other occupancy of a Residential Unit by and between a Unit Owner and a person (whether one or more) which person or persons is not a Unit Owner.

*"Limited Common Elements"* means those Common Elements reserved for the exclusive use and enjoyment of, or service to, one or more but not all Unit Owners, all as identified on the Condominium Plat or in this Declaration.

*"Mortgage"* means a mortgage or land contract encumbering a Unit.

*"Mortgagee"* means the holder of any mortgage encumbering one or more of the Units or a land contract vendor under a land contract by which equitable title in a Unit was conveyed.

*"Owner's Guest"* or *"Guest"* means a Person who uses, occupies or comes upon the Common Elements with an Owner's consent, whether given expressly, impliedly or by acquiescence.

*"Parking Assessment Percentage"* means the percentage for each Parking Unit of the Condominium set forth in Exhibit C which shall be used in calculating the percentage of Parking Assessments that are assessed against each Parking Unit.

*"Parking Unit"* or *"Parking Units"* means the parking units identified on the Plat as 1 thru 75.

*"Percentage Interest"* means the appurtenant, undivided interest of each Unit and each Unit Owner in the Common Elements expressed as a percentage and described as the General Assessment Percentage in Exhibit C hereof.

*"Person"* means a natural person (individual), corporation, partnership, association trust or other legal entity, or any combination thereof.

*"Plaza"* means the two (2) patio areas located between the Buildings as identified on the Plat and which is part of the Common Elements for use by all of the Residential Unit Owners subject to the Rules and Regulations.

*"Pool"* means the pool area identified on the Plat and includes the spa/hot tub and patio surrounding the pool area which is part of the Common Elements for use by all of the Residential Unit Owners subject to the Rules and Regulations.

*"Public"* means individuals of the general populace.

*"Residential Assessment Percentage"* means the percentage for each Residential Unit of the Condominium set forth in Exhibit C which shall be used in calculating the percentage of Residential Assessments that are assessed against each Residential Unit.

*"Residential Unit"* means each of the Units of the Condominium numbered 101 thru 111, 201 thru 211, and 301 thru 307 on the Condominium Plat and which are limited to residential uses as further provided herein.

*"Rules and Regulations"* mean the rules and regulations adopted by the Association from time to time, and as amended from time to time, which govern the manner in which a Unit Owner may use, enjoy and occupy the Owner's Unit and the Common Elements.

*"Storage Unit"* or *"Storage Units"* means the storage units identified on the Plat as 401 thru 437.

*"Tenant"* means the person or persons that use or occupy a Residential Unit pursuant to a Lease.

*"Turnover of Control"* means the effective time when the Declarant relinquishes control of the Association as provided in Section 13.1.

*"Unit"* means that part of the Condominium designed and intended for the exclusive

and independent use, enjoyment and possession by, or under the authority of, its Owner, as further defined herein. A Unit shall be either a Residential Unit, Commercial Unit, Storage Unit, or Parking Unit as the context may require, and includes the Percentage Interest of such Residential Unit or Commercial Unit in the Common Elements of the Condominium.

"Unit Owner" or "Owner" means a Person who holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee.

## ARTICLE II DESCRIPTION OF BUILDING AND UNITS

Section 2.1 Descriptions of Building and Units. The Declarant intends that the Condominium shall be an owner occupied community. The Condominium shall consist of two (2) buildings, which shall contain three (3) above grade floors, together with: (i) underground parking consisting of fifty (50) Parking Units and two (2) handicap accessible stalls; (ii) above ground parking consisting of twenty-five (25) Parking Units and two (2) handicap accessible stalls; and (iii) thirty-seven (37) Storage Units located on the ground floor.

Section 2.2 Numerical Identification of the Units. The Units of the Condominium, their assigned unit numbers, and the Limited Common Elements reserved to each, are set forth on the Condominium Plat, which is Exhibit B attached hereto. The Condominium Plat also identifies the unit numbers of the Parking Units and Storage Units, as hereinafter defined.

Section 2.3 Boundaries of Residential Units. Each Residential Unit includes one or more contiguous or noncontiguous cubicles of air. The boundaries of each Residential Unit are as follows:

(a) Upper Boundary. The upper boundary is the lower surface of the members of the uncovered or unfinished structure supporting a ceiling extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary is the interior horizontal plane of the uncovered or unfinished surface of the floor.

(c) Perimetrical Boundary. The perimetrical boundaries of the Residential Unit shall be the vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

Section 2.4 Description of Residential Units. It is intended that the surface of each plane described above in Section 2.3 (be it drywall, tiles, wallpaper, paneling, carpeting or otherwise covered) is included as part of each defined Residential Unit. The Residential Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Finished surfaces, including paint, wallpaper, carpeting or other flooring, and all original equipment of the Residential Unit, including by way of illustration and not limitation, cabinets, appliances, plumbing and lighting fixtures and the like included at the time of the acquisition of the Residential Unit by the Unit Owner from the Declarant.

(b) All interior doors their casements and the opening, closing and locking mechanisms and hardware of such doors.

(c) All wall and ceiling-mounted electrical fixtures and recessed junction

boxes serving them.

(d) All floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them.

(e) The cable/satellite television, computer and telephone connections to the Residential Unit and the junction boxes serving them.

(f) All plumbing fixtures and the piping, valves and other connecting and controlling equipment, materials or devices that serve the Residential Unit exclusively.

(g) Any fireplace system serving the Residential Unit, including all transmitting, connecting and controlling equipment, materials or devices which are a part of said system.

(h) The controls for the heating, ventilation and air conditioning systems of the Residential Unit, all heat pumps serving the Residential Unit exclusively, and all ducts, vents, wires, cables, or conduits designed or used in connection with such system that serves the Residential Unit exclusively.

Not included as part of a Residential Unit are any structural components of the Building, corridors and hallways outside the Residential Unit, elevators, stairwells, janitor closets, mechanical rooms, all windows, all doors leading to Common Elements (as well as their casements), and any portions of the mechanical system of the Building (including the through wall heating, ventilating and air conditioning units), not specifically included in the Residential Unit as provided above, which lie within the cubicle or cubicles of air comprising the Unit. No Unit Owner shall own as part of his/her/its Residential Unit any pipes, wires, conduits, public utility lines or other structural components running through his/her/its Residential Unit and serving more than his/her/its Residential Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Residential Unit.

Section 2.5 Parking Units. Each of the Parking Units shall be a separate parking unit. Unit Owners and their Invitees shall not use any of the Parking Units which are not owned by the Parking Unit Owner. The boundaries of the Parking Units are as follows:

(a) Upper Boundary. For underground Parking Units the upper boundary is the plane formed by the lower face of the concrete ceiling of the parking garage, extended to an intersection with the perimetrical boundaries. There shall be no upper boundary for the above ground Parking Units.

(b) Lower Boundary. The lower boundary is the plane formed by the upper surface of the finished paved surface of the parking garage floor extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Parking Unit shall be the vertical planes having elevations that coincide with the finished surface of such walls and for all other sides of the Parking Unit the boundaries shall be the vertical planes extending from the outline of the Parking Unit as shown on the Condominium Plat.

Section 2.6 Commercial Units. The boundaries of the Commercial Units and what is included as a part thereof shall be the same as for a Residential Unit except as described herein and on the Condominium Plat.

Section 2.7 Storage Units. Each Storage Unit includes one or more contiguous or

noncontiguous cubicles of air which shall be used for storage purposes only and shall in no event be lived in. The boundaries of each Storage Unit are as follows:

(a) Upper Boundary. For Storage Units the upper boundary is the plane formed by the lower face of the concrete ceiling, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary is the plane formed by the upper surface of the finished paved surface of the concrete floor extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Storage Unit shall be the vertical planes of the inside surface of the walls extending to intersections with each other and with the upper and lower boundaries.

Section 2.8 Conveyance of Unit Owner's Interest. Any deed, mortgage, lease or other instrument purporting to affect a conveyance of a Residential Unit or Commercial Unit without including also the Unit Owner's interest in the Common Elements or Limited Common Elements shall be deemed and interpreted to include the interest so omitted even though the latter are not expressly mentioned or described therein.

Section 2.9 Sale of Parking Units and Storage Units. A Unit Owner may sell one or more of the Owner's Parking Units or Storage Units to another Unit Owner. The transfer of Parking Units or Storage Units shall be done by deed. No Parking Unit or Storage Unit may be owned by anyone except a Unit Owner or the Declarant.

Section 2.10 Discrepancies. Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may be affected. By accepting title to a Unit, the applicable Unit Owner shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of the Plat or Declarant's promotional materials or otherwise. Declarant does not make any representation or warranty as to the actual size, dimensions, or square footage of any Unit or the Common Elements and each Unit Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

### ARTICLE III THE ASSOCIATION OF UNIT OWNERS

Section 3.1 Membership. All Unit Owners are members of the Association. The operation, use and management of the Condominium shall be vested in the Association. No Unit Owner, except an authorized officer of the Association, or authorized member of its Board shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the Bylaws, the Act and this Declaration, subject to the rights reserved by Declarant herein, including but not limited to those rights reserved by Declarant in Sections 13.1 and 13.2.

Section 3.2 Administration of the Association. All Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of

this Declaration, the Bylaws of the Association and the Wisconsin Condominium Ownership Act. All Unit Owners, Guests, Invitees and other occupants shall comply with the provisions of this Declaration, the Bylaws and decisions and resolutions of the Association or its representatives, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover any sums that may be due and related to such failure, for other damages and, if applicable, for injunctive relief.

### Section 3.3 Votes of Unit Owners.

(a) All voting concerning the administration of the Condominium shall be in accordance with this Section 3.3(a). Each Residential Unit and Commercial Unit shall have 100 votes multiplied by that Unit Owner's Percentage Interest. There shall be no votes for any Parking Units or Storage Units. The vote for each Unit may be cast as agreed by the person(s) who have an ownership interest in the Unit and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that Unit. One who holds a land contract purchaser's interest or any other such equitable interest shall be considered the Unit Owner for voting purposes. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Dane County Register of Deeds' office.

(b) Voting rights are granted concurrent with the recording of this Declaration, excepting the Declarant's special rights as set forth elsewhere herein.

(c) In the event the Declarant is an owner of a Unit, said Declarant owner shall be entitled to cast the vote designated above. For the purpose of clarification, "Declarant" as used herein shall not include individual members of the Declarant who may purchase individual Units.

(d) In no event shall an owner of a Unit be entitled to vote in accordance with this Section 3.3 until the Unit is substantially constructed and ready for occupancy.

## ARTICLE IV COMMON ELEMENTS

Section 4.1 Definition. The common elements of the Condominium (the "*Common Elements*") include the land upon which the Buildings are located, all easements, rights, and appurtenances pertaining thereto and all other parts of the Condominium not contained within the Units, including, without limitation the following, whether now or in the future located in the Condominium: Bike Parking Areas, Dog Wash Room, Clubhouse, Pool, Plaza, Exercise Room, elevators, common lobbies, common restrooms, stairways, landings, driveways, sidewalks, paths, walkways, access ways, common hallways; landscaping; catch basins and mains; bioretention basins; trash enclosure; fences; gas and water mains; laterals, pipes, and conduits designed and intended for use in connection with the Condominium and not included as part of any Unit; Building-wide systems (including without limitation, security systems, security lighting, plumbing, electrical, fire protection, life safety, exhaust and fireplace venting, mechanical, telecommunications, telephone, and cable television) and all conduits, soffits, plenums, chases, and chimneys containing or designed to contain all or any part of such systems, to the extent such systems and containers are not included as part of any Unit; waste and recycling rooms, closets, and chutes; storage, electrical, mechanical, generator, equipment, utility, and janitor closets, rooms and vaults; balconies, patios, and outdoor roof top terraces; the foundations, columns, girders, beams, posts, pilasters, pillars,

supports, exterior walls and surfaces, structural walls, walls common to two (2) or more Units, common doors, entrance and exit doors to Units, windows, concrete slabs between floors of the Building, roof trusses, and the roof (except to the extent any of the foregoing are defined by this Declaration or the Condominium Plat to be a part of any Unit); all garage doors, garage door operating mechanisms, and all other parts of the parking facility that are not included as part of any Parking Unit; and all office spaces not contained within the Units, which are intended for the use of Condominium managerial or security personnel.

Section 4.2 Common Elements Not Part of Unit. No Unit Owner shall own any pipes, wires, cables, conduits, public utility lines or other structural components running through the Owner's Unit and serving more than the Owner's Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit.

Section 4.3 Use of Common Elements. Except as otherwise set forth in this Declaration, each Unit Owner may use the Common Elements in accordance with the purpose for which they were intended pursuant to this Declaration and the Association Instruments adopted by the Association without hindering or encroaching upon the lawful rights of the other Unit Owners. Notwithstanding the foregoing, the Dog Wash Room, Pool, Exercise Room, Clubhouse, and Plaza shall be reserved for the use by Residential Unit Owners and their Guest and the Commercial Unit Owners and Invitees shall have no right to use these areas.

Section 4.4 Repair and Maintenance. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Association Instruments and the Act.

Section 4.5 Easements. Except as provided in Section 4.5(d) below, each of the following easements and easement rights is reserved through the Condominium and is a covenant running with the land of the Condominium, and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easement.

(a) Utility and other Easements. The Association, through the Board, has the power, without joinder of any Unit Owner, to grant, modify or make easements such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the Common Elements as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agent.

(b) Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit then an easement shall exist to the extent of the encroachment as long as the encroachment exists.

(c) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portion of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such

portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

(d) No Easement Over Parking Units. The Parking Units may be used for pedestrian traffic only on an incidental basis by persons other than the Owner, but no easement over the Parking Units exists in favor of any other persons.

Section 4.6 Restraint Upon Separation and Partition. The undivided share of ownership on the Common Elements cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

Section 4.7 Common Elements to be Used by Residential Unit Owners Only. The Plaza, Pool, Dog Wash Room, Clubhouse, and Exercise Room shall be designated for use by the Residential Unit Owners and their Invitees only for recreational, entertainment and related purposes only subject to the Rules and Regulations.

Section 4.8 Piers. Any pier that currently exists or is constructed in the future which extends into Lake Waubesa shall be owned and managed by the Association. The use, rental, and maintenance of any pier and their slips shall be governed by Rules and Regulations adopted by the Association from time-to-time. Neither Declarant nor the Association guarantees the availability of slips to the Unit Owners. The Rules and Regulations adopted by the Association may require the payment of rent, the use of waiting lists, and procedures and restrictions governing the use of the piers and slips. The Association shall have the sole right to manage and control the pier, exercise all riparian rights, and represent the Association and Unit Owners in any proceeding pertaining to the riparian rights appurtenant to the Condominium.

## ARTICLE V LIMITED COMMON ELEMENTS

Section 5.1 Repair and Maintenance. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Elements which have been identified in the Condominium Instruments as belonging to such Unit Owner, including Limited Common Elements located outside of and/or adjoining their respective Unit, including but not limited to balconies. Unless and until such time as the Board determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the Limited Common Elements the exclusive use and possession whereof is extended hereby, at the Owner's own expense including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such Limited Common Element in any manner contrary to the Rules and Regulations.

Section 5.2 Use. Subject to the Rules and Regulations, and except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined by the Unit Owner or Owners who have the exclusive use of such Limited Common Elements.

## ARTICLE VI RESTRICTIONS ON USE

Section 6.1 Residential Units. The Residential Units and Limited Common Elements appurtenant to such Residential Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Board prior to commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include (i) persons related by birth, marriage or legal adoption, or (ii) a person and his or her foster children, or (iii) two unrelated adults and the minor children of each) plus no more than one unrelated person plus

up to one (1) personal attendant who provides personal care, housekeeping, meal preparation, laundry, or companionship services for family members who, because of advanced age or physical or mental disability, need assistance with activities of daily living. No Residential Unit may be divided into a smaller Residential Unit or Units, nor shall part of a Residential Unit be sold or otherwise transferred. Notwithstanding anything to the contrary contained herein, the use of the Residential Units, Parking Units, Storage Units, Common Elements, and Limited Common Elements shall comply with all applicable ordinances, statutes, rules or other validly imposed requirements of any governmental body or agency and any other restrictions as contained in the Association Instruments and any Rules and Regulations. No use may unreasonably interfere with the use and enjoyment of the Common Elements or a Unit by other Unit Owners.

Section 6.2 Commercial Unit. A Commercial Unit shall be used for only commercial, office or retail purposes. Notwithstanding anything to the contrary contained herein, the use of a Commercial Unit shall comply with all applicable ordinances, statutes, rules or other validly imposed requirements of any governmental body or agency and any other restrictions imposed by the Association Instruments.

(a) The Commercial Unit may be rented by a written lease. The rights of any tenant of the Commercial Unit shall be subject to, and each such tenant shall be bound by the covenants, conditions and restrictions set forth in the Condominium Instruments and a default thereunder shall constitute a default under the lease; provided, however that the foregoing shall not impose any direct liability on any tenant of the Commercial Unit to pay any General Assessment or Special Assessment on behalf of the Commercial Unit Owner. The lease shall also be subordinate to the Condominium Instruments.

(b) The Commercial Unit Owner shall have the right and easement to erect signage on the exterior portion of the Building to identify or advertise a business operating within the Commercial Unit, and to place signage in windows within the Commercial Unit that are visible from the exterior of the Commercial Unit, provided that in all such cases, such signage conforms to applicable Village ordinances and rules. All costs of installing, maintaining, repairing, and replacing such signage shall be borne solely by the Commercial Unit Owner.

Section 6.3 Enforcement. There shall be no storage of material which would increase the insurance rates on the Condominium. Any and all attorneys' fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Use is further restricted by any Rules and Regulations.

Section 6.4 Damage: Indemnity: and No Nuisance. No damage to, or waste of, the Common Elements or Limited Common Elements or any part thereof shall be committed by any Owner or any Invitee, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by it, him or her or its, his or her Invitee, to the Association or other Owners. No noxious, destructive, illegal or offensive activity shall be carried on in any Unit, on the Common Elements, or on the Limited Common Elements or any part thereof; nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Unit. Use of radios, stereos, television, musical instruments, mechanical equipment and other devices emitting sound shall be limited to volumes which are not audible to other Unit Owners in their Units.

Section 6.5 Lease of Residential Units. The Residential Units may be leased or rented by the Unit Owner provided that the Unit Owner and the Tenant comply with all of the terms and conditions of this Section 6.5:

(a) Rules and Regulations. The Association shall have the power and authority to make Rules and Regulations relating to the lease of the Residential Units.

- (b) Leases Must be in Writing. Leases must, without exception, be in writing.
- (c) Compliance with Condominium Instruments. The Lease shall provide that by entering into the Lease, the Tenant acknowledges receipt of, and agrees to be bound by and observe, all of the terms and conditions of the Condominium Instruments. Use of the Residential Unit shall comply with all of the terms, conditions and restrictions of the Condominium Instruments and applicable law.
- (d) Term Limit. The term of the Lease may not be less than sixty (60) days or more than two (2) years in duration.
- (e) Limit on the Number of Units and Wait List. At no time, shall more than twelve (12) Residential Units be subject to a Lease. A wait list may be established by the Association for the purpose of allowing a Residential Unit to be leased.
- (f) Default. A violation of any term or condition of the Condominium Instruments by the Tenant shall constitute a violation of the Lease, and the Unit Owner is required to take appropriate action for a violation of the Condominium Instruments or Lease, including, without limitation, termination of the Lease and eviction of the Tenant.
- (g) Lease Must be Approved by and Filed with the Association. A true and complete copy of the proposed Lease along with any other requested information shall be provided to the Association at least ten (10) days prior to execution. A Lease is not valid or binding on the Unit Owner, Tenant, or the Association until such time as the Lease is approved in writing by the Association. The Association's approval may be withheld upon any reasonable basis, including, but not limited to the failure of the Lease terms to comply with the terms of the Condominium Instruments, past failure of the Unit Owner or Tenant to abide by all provisions of the Condominium Instruments, and the past use by the Unit Owner or Tenant. A copy of the Lease executed by the Unit Owner and Tenant shall be filed with the Association within five (5) business days after written approval thereof by the Association. The Association may charge the Unit Owner a fee for services provided by the Association or its management company in connection with the Lease. The fee shall be uniformly applied to all Leases.
- (h) Liability for Violation by Tenant. If a Tenant commits any violation of the Condominium Instruments or Lease, which violation results in an Assessment imposed by the Association, the Tenant shall be directly liable to the Association for such Assessment. Any such Assessment shall be paid by the Tenant to the Association within ten (10) days of the date of such Assessment. The Association shall provide concurrent written notice to the Unit Owner of any notice to the Tenant hereunder. The Unit Owner acknowledges and agrees that the Unit Owner shall be responsible for the payment of any Assessment imposed by the Association against the Tenant which the Tenant does not pay within such ten (10) day period. The Unit Owner shall pay such Assessment to the Association within five (5) days after the date the Unit Owner receives notice from the Association that the Tenant has not paid such Assessment within the time allotted to the Tenant hereunder.
- (i) Notices. Any and all notices given by the Association to the Unit Owner and the Tenant pursuant to this Section 6.5 shall be deemed received by the Unit Owner and Tenant if delivered by the Association by certified mail, return receipt requested, to the Residential Unit covered by the Lease.
- (j) Separate Lease. No Limited Common Element appurtenant to a Unit, Parking Unit, or Storage Unit owned by the Unit Owner may be leased separately from the Residential Unit.
- (k) Declarant's Right to Lease Residential Units. The restrictions and limitations on the leasing of Residential Units described in this Section 6.5(a)-(c) and (f)-(j) shall not apply to the Declarant. The Declarant shall have the right, unrestricted by any leasing restrictions and limitations set forth in the Condominium Instruments other than Section 6.5(d) and (e) to lease Residential Units which right shall continue for so long as Declarant owns any Residential Units in the Condominium.

Section 6.6 Prohibition Against Business Uses in Residential Units. No business, whether or not for profit, including, without limitation, any animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may

be conducted from any Residential Unit, except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations, and orders: (i) personal professional libraries may be maintained in Residential Units; (ii) personal or business records and accounts may be maintained and handled in Residential Units; (iii) business or professional telephone calls and correspondence may be handled in or from Residential Units; and (iv) such other business may be conducted in or from Residential Units provided that no office or store is maintained within a Residential Unit at which clients or customers regularly call. In addition, Declarant shall be entitled to use all Residential Units owned by Declarant as models and for sales and leasing activities, and Declarant reserves the right to erect signs or other entryway features at the entrances to the Condominium and to erect appropriate signage within the Residential Units and elsewhere relating to the sale or leasing of the Residential Units.

Section 6.7 Parking Units. Each Parking Unit shall be used for the sole purpose of parking and for such other purposes as may be permitted under the Condominium Instruments.

Section 6.8 Signage. No sign of any kind shall be displayed on or in any Residential Unit which is visible to the public or any Unit Owner from outside of such Residential Unit other than those signs expressly permitted under Section 703.105 of the Act. Signage may be displayed on and in the Commercial Unit which is visible to the public; provided such signage complies with all applicable Village ordinances and rules. The Commercial Unit Owner or its tenant may install on the exterior of the Building a sign advertising the tenant's name or business; provided such signage complies with all applicable Village ordinances and rules.

Section 6.9 Use of Units by Declarant. Notwithstanding anything else contained in this Declaration, Declarant shall be entitled to use all Units owned by Declarant as models and for sales and leasing activities, and Declarant reserves the right to erect signs or other entryway features at the entrances to the Condominium and to erect appropriate signage within the Units and elsewhere relating to the sale or leasing of Units.

## ARTICLE VII COMMON EXPENSES

Section 7.1 Allocation of Common Expenses. The Association shall levy monthly Assessments against all Residential Units, Commercial Units, and Parking Units for the purpose of maintaining a fund from which Common Expenses may be paid. The Assessments to be levied shall include: (i) General Assessments against each Residential Unit and Commercial Unit which shall be assessed in proportion to the General Assessment Percentages set forth in Exhibit C; (ii) Residential Assessments against each Residential Unit shall be assessed in proportion to the Residential Assessment Percentages set forth in Exhibit C; (iii) Commercial Assessments against each Commercial Unit shall be assessed in proportion to the Commercial Assessment Percentages set forth in Exhibit C; and (iv) Parking Assessments against each Parking Unit shall be assessed in proportion to the Parking Assessment Percentages set forth in Exhibit C. All Assessments not paid when due shall bear interest until paid as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Assessment becomes due as provided in the Act.

Section 7.2 Allocation of Expenses to Benefited Unit(s). Because the Commercial Unit will not make use of various Common Elements such as hallways and lobbies, and stairs above the first floor, Pool, Dog Wash Room, Clubhouse, Exercise Room, Plaza, and elevators, the Commercial Units will not be assessed for various items that make up the Common Expenses and the cost of maintenance, repair, and replacement of those Common Elements and others that are predominantly for the use and benefit of the Residential Units will be a part of the Residential Assessments. The cost of maintenance, repair and replacement of those Common Elements (including but not limited to exterior windows and doors on the first floor where the Commercial Unit is located) that are determined by the

Board to be predominantly for the use and benefit of the Commercial Unit, shall be assessed to the Commercial Unit and will be a part of the Commercial Assessments. The cost of maintenance, repair and replacement of those Common Elements that are determined by the Board to not be predominantly for the use and benefit of the either the Commercial Units or the Residential Units, shall be a part of the General Assessments of Common Expenses to all Residential Units and Commercial Units based upon their General Assessment Percentages set forth in Exhibit C. The cost of snow and ice removal, maintenance, repair and replacement of the Parking Units including the handicapped accessible stalls shall be a part of the Parking Assessments assessed to each Parking Unit. Each Parking Unit's share of the Parking Assessments shall be levied monthly against the Parking Units in the Parking Assessment Percentages set forth in Exhibit C.

All determinations by the Board, and all changes of existing determinations of the Board, with regard to whether certain Common Elements are predominantly for the benefit of the Commercial Unit, or are predominantly for the benefit of Residential Units (such determinations by the Board shall be referred to as "*Predominance Decisions*"), shall be subject to an affirmative vote of not less than four (4) of the five (5) members of the Board, including the affirmative vote of the Commercial Unit Owner. If there are operating deficits with regard to certain Common Expenses that are assessed against only the Commercial Units, Residential Units, or only the Parking Units, then any such operating deficits shall be charged against only the type of Units (Commercial, Residential, or Parking) with regard to which the Common Expense which gave rise to the operating deficit was assessed. Likewise, if there is an operating surplus with regard to certain Common Expenses that are assessed against only the Commercial Units, Residential Units, or only the Parking Units, then any such surplus shall be credited to only the type of Units (Commercial, Residential, or Parking) with regard to which the Common Expense which gave rise to the surplus was assessed against.

Section 7.3 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "*Special Assessments*") against the Units for deficiencies in the case of destruction or condemnation as set forth in Articles VIII and IX; against any Unit or Units for defraying the cost of improvements to the Common Elements; against any Unit for Common Expenses arising from the acts or omissions of any Unit Owner, tenant, or occupant of such Unit, or any employee, guest, contractor, agent, or invitee of a Unit Owner or tenant or occupant of such Unit (including, without limitation, increases in the premiums for insurance policies maintained by the Association); against any Unit to remedy any violation by such Unit's Unit Owner of this Declaration, the Association Articles of Incorporation or Bylaws, or Rules and Regulations; or against any Unit or Units for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Any Special Assessments shall be paid at such time and in such manner as the Association may determine. Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Act.

Section 7.4 Lien. The General Assessments, Residential Assessments, Commercial Assessments, and Parking Assessments, together with such interest as the Association may impose in the Bylaws for delinquencies and with costs of collection and actual attorneys' fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wis. Stats., as amended. Provided, however, that any such lien shall be inferior and subordinate to the lien for all sums payable to any first mortgagee of record.

Section 7.5 Suspension of Voting Rights. If any General Assessment of Common Expenses is delinquent and a statement of condominium lien as described in Section 703.16(9), Wis. Stats., as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing

of a statement of Condominium lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

Section 7.6 Joint and Several Liability. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit or a Parking Assessment shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit.

Section 7.7 Foreclosure of Lien. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he or she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any Assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all Assessments pending resolution of any dispute. In the event the mortgagee of a first mortgage of record or any other purchaser of the Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for the total share of Common Expenses or Assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expenses or Assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners except the mortgagee or any other purchaser of a Unit who obtained title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure.

Section 7.8 Payment of Assessments. Except for items such as insurance premiums which must be prepaid, Assessments shall be paid in advance, in the form of a monthly maintenance fee determined by a budget of Common Expenses prepared by the Association. Special Assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Association may determine.

Section 7.9 Assessments Against Units Owned by Declarant. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes after the expiration of the Declarant's control under Section 703.15(2) of the Wisconsin Statutes, (a) no reserve fund Assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund Assessments against any unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

Section 7.10 Surplus Funds. Surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may in the discretion of the Board either (i) be credited, in proportion of each Unit Owner's obligation to pay Common Expenses, to the next monthly installments due from the Unit Owners, or (ii) refunded among the Unit Owners who paid General Assessments in proportion to their payments, or (iii) added to reserves until exhausted.

Section 7.11 Election Not to Establish Statutory Reserve Account. Declarant hereby elects, pursuant to Section 703.163(3)(c) of the Wisconsin Statutes, not to establish a statutory reserve account during the period of Declarant control.

## ARTICLE VIII INSURANCE

Section 8.1 Casualty Insurance to be Maintained by the Association. Subject to the discretion of the Board as provided for in the immediately following sentence, the Association shall obtain and maintain property and casualty insurance coverage using the special perils form, or its equivalent, equal to 100% of the full replacement value of the Building, the Residential Units, the Commercial Units, the Limited Common Elements, the Parking Units, Storage Units and any personal property owned by the Association. The amount of such insurance coverage, the nature of hazards insured against, and the amount of any deductibles with respect to such insurance shall be reviewed by the Board and adjusted annually, if necessary, to reflect changes in the replacement value of the property being insured and after due consideration of such other matters as the Board deems appropriate in its reasonable discretion. Individual Unit Owners may request the Association to obtain on their behalf, and at their cost, additional insurance coverage with regard to their Unit(s). Such insurance coverage shall be written in the name of, losses covered thereby shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustees for each of the Unit Owners in their respective Percentage Interests. The proceeds of the insurance shall be applied and disbursed by the Board for the repair, replacement and reconstruction of the Condominium.

Section 8.2 Liability Insurance to be Maintained by Association. The Association shall obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, property damage and such other similar events commonly insured against, arising out of or in connection with the use, ownership or maintenance of the Condominium. The limits of such insurance shall be as determined from time to time by the Board, and such insurance shall name as insureds the Declarant, Unit Owners, the Association and its Board, and the officers of the Association and such other Persons as deemed appropriate by the Board.

Section 8.3 Fidelity Coverage. To the extent commercially reasonable and available in the Board's discretion, the Association shall obtain and maintain fidelity insurance against dishonest acts by any person, whether such person is compensated or uncompensated, responsible for handling the funds belonging to or administered by the Association. In the alternative, the Association may require such persons to obtain said fidelity insurance or to provide the Association with a fidelity bond at such person's expense or the expense of the Association, as the Board may determine. The Association shall be a named insured or obligee under such insurance or bond, as the case may be. The amount of such insurance or bond shall be determined by the Board from time to time.

Section 8.4 Certificates. The Association shall, upon demand by a Unit Owner, furnish the Unit Owner certificates evidencing the insurance coverages to be obtained and maintained by the Association pursuant to Sections 8.1, 8.2 and 8.3 above.

Section 8.5 Other Insurance Coverages. The Association may maintain such other insurance coverages as its Board deems appropriate, including, by way of illustration, worker's compensation insurance (to the extent necessary to comply with any applicable laws).

Section 8.6 Premiums. Premiums for the insurance coverages maintained by the Association pursuant to Sections 8.1, 8.2 and 8.5 (or the cost of any bond as provided in Section 8.3) shall be assessed to each individual Unit Owner as part of its Common Expenses, with the amount to be assessed to each Unit to be determined by the Board within its reasonable discretion, based upon the available underwriting criteria of the insurance companies providing the applicable coverage. The determination of the Board with regard to such Assessments shall be final and binding upon all Unit Owners.

Section 8.7 Insurance Regarding Commercial Unit. The Owner of each Commercial Unit is individually responsible for obtaining and maintaining (i) fire, casualty and extended coverage insurance on all personal property within the Owner's Commercial Unit and on all improvements and betterments to such Commercial Unit; and (ii) personal public liability insurance in adequate amounts covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Owner's Commercial Unit and the interests appurtenant thereto. The insurance coverages referred to in this Section 8.7 shall be in the name of the Owner of the Commercial Unit, and the premiums therefore shall be such Owner's individual responsibility and expense. The Owner of the Commercial Unit shall provide to the Association upon request a certificate evidencing the insurance coverages to be maintained by such Owner pursuant to this Section 8.7. The Board shall have the right to maintain the insurance set forth in this Section 8.7 as part of its overall coverage and include said premium in the annual Assessment to the Commercial Unit Owner as provided in Section 7.1.

Section 8.8 Other Insurance Obtained by Unit Owners. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with regard to risks not insured by it.

Section 8.9 Damage or Destruction. In the event of damage to or destruction of all or part of the Condominium, seventy-five percent (75%) of the Unit Owners must affirmatively vote to repair the damage or rebuild the destroyed property. Unit Owners are hereby advised that the coverages and limits of the insurance to be maintained by the Association under this Article VIII for the Unit Owners' benefit may not be sufficient to fully insure against any actual claims made or losses suffered. Upon the repair or reconstruction, the original "as built" architectural design, plans and specifications for the Condominium as it was originally constructed and finished by the Declarant shall be observed as nearly as practicable, including, without limitation, fixtures, interior partitions, interior doors, (including hardware), floors and stairways, built-in cabinets, built-in appliances, kitchen and bathroom tile, plumbing, wiring, heating and air-conditioning systems, floor coverings, wall coverings, and painting which comprise a part of the Condominium within the individual Units, and including changes required by all applicable governmental building codes, unless the Association authorizes a variance; provided, however, that, regardless of any authorized variance, the number of interior square feet of any Unit may not vary by more than five percent (5%) from the number of interior square feet of such Units as originally constructed. The number of Units shall remain the same. In the event of any variance, an amendment to the Declaration and an addendum to the Condominium Plat shall be recorded. All insurance proceeds received by the Association as a result of any damage or destruction to the Condominium shall be applied to the cost of repair or reconstruction. In the event the available insurance proceeds are insufficient to pay in full the cost of repairs or reconstruction, then in such event the shortfall shall be assessed to the Unit Owners as a Special Assessment in the manner provided in the Association Instruments.

#### ARTICLE IX CONDEMNATION

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award of proceeds of settlement for a taking of part of all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the Condominium shall be that set forth in Section 703.19, Wis. Stats., as the same may be amended from time to time.

ARTICLE X  
ALTERATION AND DECORATION OF UNITS

Section 10.1 Alterations. A Unit Owner may make improvements or alterations within the Owner's Unit; provided however, that such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Condominium or the Unit, do not reduce the value of the Condominium, and do not impair any easement. No exterior additions or alterations to the Buildings, Pool, Plaza, fences, shrubs and trees, hedges, walkways, windows and other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction or modification of the Units until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the Building by an Architectural Control Committee composed of the entire Board of Directors of the Association. The Architectural Control Committee may in its sole discretion appoint a representative or representatives to act on behalf of the committee. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval shall be deemed to have been refused. If no application has been made to the Architectural Control Committee or their representatives or approval has not been obtained, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this Section 10.1, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee. During the time in which the Declarant controls the Association, the Architectural Control Committee's decisions must have the written approval of the Declarant. Any improvements or alteration which changes the floor plan of a Unit as designated on the original Condominium Plat or amendments thereto must be evidenced by the recording of an amendment, addendum, or modification to the Condominium Plat before it shall be effective and must comply with the then legal requirements for such a purpose. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of other Units, Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

Section 10.2 Prohibition on Combining Adjacent Residential Units. Residential Unit Owners shall not be permitted to combine adjacent units, relocate boundaries, merge, or subdivide Units.

Section 10.3 Combining Adjacent Commercial Units. The following provisions shall apply only to the Commercial Units:

(a) Commercial Units that Share Demising Walls. If the perimetrical boundaries of the Commercial Units coincide with each other separated only by all or a portion of the demising wall between the two Commercial Units (which wall or portion thereof shall be referred to as the "Shared Wall"), and the same Unit Owner owns both adjacent Commercial Units, the Owner may remove or alter all or a portion of the Shared Wall provided that the plans and specifications for such removal or alteration are first approved by the Association. If the Shared Wall is so removed, or if an alteration to a Shared Wall removes any portion of the Shared Wall or the studs supporting the drywall of the Shared Wall, the portion of the perimetrical boundaries of each affected Unit which coincides with the Shared Wall or portion thereof removed or altered shall be defined to the imaginary vertical plane extending from the outline of such Unit as shown on the Plat upward from the lower boundary of the Unit as defined in this Declaration to the upper boundary of the Unit as defined in this Declaration.

(b) Restoration Required Before Transfer of Commercial Unit. No Commercial Unit Owner may sell or otherwise transfer ownership in any manner if such

Unit then has any boundary or portion thereof defined as provided in subsection (a) following the removal of, or an alteration to, a Shared Wall unless either (i) the adjacent Unit which coincides with the Shared Wall is sold, transferred, or leased at the same time to the same party or parties, or (ii) the removed or altered portion of the Shared Wall is first restored completely to its condition prior to the removal or alteration by the Owner of both affected adjacent Units in accordance with plans and specifications approved by the Association. Following any such restoration, all portions of the boundaries of the affected adjacent Commercial Units that were redefined in accordance with subsection (a) shall again be defined with respect to their original boundaries.

(c) Relocating Unit Boundaries. Boundaries between Commercial Units may be relocated upon compliance with Section 703.13(6) of the Act and with the written consent of the Association. A Commercial Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Act and with the written consent of the Association. Two or more Commercial Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Act and with the written consent of the Association. No boundaries may be relocated, no Commercial Unit may be separated, and no Commercial Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Commercial Unit or Commercial Units affected. Any Commercial Unit Owner applying for a boundary relocation, separation, or merger shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a licensed structural engineer certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the Building. Each Unit Owner applying for a relocation, separation, or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(i) In the case of a boundary, the percentage interests that were formerly appurtenant to the Commercial Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the two Commercial Units whose boundary is being reallocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The new product is the new percentage interest for the Resulting Unit. Votes in the Association that were formerly appurtenant to the Commercial Units whose boundaries are being adjusted shall be determined in the same manner.

(ii) In the case of a Commercial Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the Original Unit from which the Resulting Unit is created shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner.

(iii) In the case of the merger of two or more Commercial Units, the percentage interests appurtenant to the resulting Unit shall be combined percentages of the Commercial Units from which the resulting Unit was created. Votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(iv) An amendment to the Declaration or the Plat pursuant to these procedures shall require only the signatures of the Association and the Owners and mortgagees of the affected Commercial Units.

10.4 Expenses. All expenses involved in such improvements or alterations, including expenses to the Association, which it may charge as a Special Assessment to the affected Units, shall be borne by the Unit Owners involved.

## ARTICLE XI EASEMENTS

Section 11.1 Grant of Easements. In addition to existing easements of record, easements are reserved over, through and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, electrical wires, television wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units, Common Elements and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from such easements and any costs related thereto shall be regarded as a Common Expense.

Section 11.2 Easements Run with the Land. All easements and rights set forth in this Declaration run with the land and are subject to the control of the Association. No Unit Owner shall commit any act which would jeopardize the soundness or safety of the property subject to this Declaration, reduce the value thereof, or impair any easement or hereditament.

## ARTICLE XII MAINTENANCE

Section 12.1 Association Maintenance. The maintenance, repair and replacement of all Common Elements, Parking Units, and Association property shall be performed by the Association, and the cost is a Common Expense (allocated in accordance with Sections 7.1 and 7.2). The Association's maintenance responsibilities includes, without limitation; all electrical conduits located outside the Unit; plumbing fixtures and installations located outside the Unit, other installations located within a Unit but serving another Unit, or located outside the Unit for the furnishing of utilities to more than one Unit or the Common Elements. The Association shall be responsible for the maintenance and repair of the drywall constituting the Common Elements of the Condominium, including the interior surface of the exterior boundary walls, as well as the drywall ceiling of the Unit. The Association shall also be responsible for the maintenance of the Parking Units. Decorations of such surfaces, (including but not limited to paint, wallpapering, paneling, etc.) are the responsibility of the Unit Owner. The Association's responsibility does not include interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium property which the Unit Owner is required to maintain, repair, and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e. excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium property as originally installed by the Declarant, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner.

Section 12.2 Unit Owner Maintenance. Each Unit Owner shall furnish, at the Owner's own expense, and be responsible for all decoration, furnishing, housekeeping, maintenance,

repairs and replacement of interior surfaces of each Unit, together with utility lines, mechanical equipment, heating, ventilation and air-conditioning equipment and fixtures which serve only one Unit, electrical fixtures and equipment which serve only one Unit, and such fixtures and equipment which are located within one Unit; and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, storm doors, windows, door and window hardware appurtenant to each Unit. Each Unit Owner is also responsible for the general cleanliness and presentability of the Limited Common Elements appurtenant to the Owner's Unit. Except as otherwise provided herein, the expense of such maintenance, repairs and replacement shall be borne solely by each such Unit Owner. No Unit Owner, except as otherwise provided herein or in the Bylaws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement of hereditament. In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of the Owner or Invitees, the cost of such maintenance, repairs or replacement shall be added to and become a part of the Assessment to which such Unit is subject. In the event an Owner fails to properly maintain and repair the Owner's Unit, then the Association, at the discretion of the Board, may make such repairs and do such maintenance as it may deem necessary to properly maintain that Unit. The cost thereof shall be assessed against the Unit Owner and the Association shall have a lien against the Unit for that cost as provided in this Declaration for Common Expenses. The Association may enter any Unit, and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. Prior notice to the Unit Owners shall be attempted, and the entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances.

Section 12.3 Utilities. Each Unit Owner shall pay for Owner's own telephone, cable television, electrical 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 Expense.

Section 12.4 Negligence of Owner. If, due to the negligent act or omission of a Unit Owner, or a member of the Owner's family, a household pet, or an Invitee of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as maybe determined by the Board of Directors, subject to the Rules and Regulations and Bylaws of the Association.

#### ARTICLE XIII RESERVED RIGHTS OF DECLARANT: TURNOVER OF CONTROL

Section 13.1 Declarant Control. Except as provided in section 703.15(2)(d), Wis. Stats., or as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members and its directors until the earlier of either of the following shall occur: (i) expiration of three (3) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance to purchasers of Units entitled to cast Seventy-five Percent (75%) of the votes available in the Association. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) make contracts and agreements on behalf of the Association for maintenance, operation, and management of the Condominium, (b) determine, levy, and collect Assessments, (c) grant easements, and (d) enact and enforce rules and regulations of the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for

termination by either party without cause and without payment of a termination fee upon ninety (90) days' prior written notice.

Section 13.2 Reservation of Rights. Notwithstanding any provision to the contrary, including the Turnover of Control, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit, and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefore); (ii) to conduct promotional and sales activities using unsold Units, the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

Section 13.3 Delegation of Rights. The Declarant may assign or delegate some or all of the Declarant's rights and duties (including the rights granted pursuant to this Article XIII) hereunder by recording an instrument reciting such assignment or delegation with the Register of Deeds of Dane County, Wisconsin.

Section 13.4 Reservation of Easement. Declarant, and persons it may select, shall have the right of ingress and egress over, upon, and across the Common Elements and Limited Common Elements and facilities, and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, and sales of the Units and operation of the Units and Common Elements and facilities in connection with the Condominium and the overall development of which the property is a part. Declarant and its agent shall retain the right to use the sales office and model Residential Unit, if any, and the Common Elements and Limited Common Elements and facilities in connection therewith during the period of development and sale of the Condominium.

#### ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 14.1 Association Rules and Regulations. The Association may from time to time promulgate such reasonable rules and regulations as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements, and to cause each Unit Owner to be free from any unreasonable interference with the peaceful use of the Owner's Unit and its appurtenances.

Section 14.2 Agent for Service of Process. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Kristopher Sturman at 5020 Voges Road, Madison, Wisconsin 53718. The Board may, however, at any time designate a different person to receive service of process. The designation of a different person to receive service of process shall become effective upon being filed with the Wisconsin Department of Financial Institutions.

Section 14.3 Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber the Owner's own respective Unit, together with the Owner's respective ownership interests in the Limited Common Elements and 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 the Owner's Unit and the Owner's respective ownership interest in the Limited Common Elements and the Common Elements.

Section 14.4 Separate Real Estate Taxes. Real estate taxes are to be separately taxed to each Unit Owner for the Owner's Unit and the Owner's corresponding percentage of ownership 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 the Owner's proportionate share thereof, allocated in accordance with the Owner's respective percentage of ownership interest in the Common Elements.

Section 14.5 Impairment of Structural Integrity of Building. Nothing shall be done in any Unit, Limited Common Elements or in, on, or to the Common Elements which will impair the structural integrity of a Building or which would structurally change any Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the property or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

Section 14.6 Compliance. Each Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration or in the deed to the Owner's Unit, and with the Bylaws and with the Rules and Regulations, as either of the same are amended from time to time. Failure to comply with any of the same shall be grounds for action to recover sums due, for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or, in a proper case, by an aggrieved Unit Owner. Furthermore, all Unit Owners, employees of owners, or any other persons that in any manner use the property or any part thereof shall be subject to the Act and to this Declaration, the Articles of Incorporation of the Association and its Bylaws.

Section 14.7 Display of Model by Declarant. Until all Residential Units are sold, Declarant may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant, one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not unreasonably interfere with the quiet enjoyment of any other Unit Owner or occupant.

Section 14.8 Severability and Interpretation. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration. The intent of this Declaration is to comply with Wisconsin Statutes and the provisions hereof shall be interpreted in the light of this expressed indication of intent.

Section 14.9 Certificates. All certificates stating facts in regard to the Condominium or any of its Units, including statements of condominium lien, statements regarding unpaid Assessments against any Unit or the then-current status of documents related to the Condominium, shall be signed on behalf of the Association by an officer thereof.

Section 14.10 Encroachments. If any portion of a Unit, Limited Common Element, or Common Element encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

Section 14.11 Amendments. Except as otherwise specifically provided herein, this Declaration may only be amended with the written consent of at least Seventy-five Percent (75%) of the Residential Unit and Commercial Unit Owners and with the written consent of at least Seventy-five Percent (75%) of the first mortgagees of the Residential Units and Commercial Units; provided, however, that no such amendment may substantially impair the security of any Unit mortgagee. No amendment to this Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the

amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. Notwithstanding the foregoing, no amendment to this Declaration that affects the Owner of a Commercial Unit or its tenant may be made without the Commercial Unit Owner's written consent, which consent may be withheld in the Owner's absolute sole discretion.

Section 14.12 Remedies. If any Unit Owner fails to comply with any provisions of the Act, this Declaration, the Association's Bylaws, the Articles of Incorporation, or the Rules and Regulations, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred dollars (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

Section 14.13 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the other Condominium Instruments, the Association Instruments, or any administrative Rules and Regulations, or between any of them, this Declaration shall be considered the controlling document.

Section 14.14 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as maybe specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes or other charges made by the Declarant and provided to any person shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

Section 14.15 Declarant Bound. So long as the Declarant, its successors and assigns, owns one or more of the Units, the Declarant and its successors and assigns shall be subject to the provisions of this Declaration.

Section 14.16 Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

Section 14.17 Pet Rules and Regulations.

(a) Livestock (including rabbits, poultry, and other animals) shall not be kept in any Unit or any part of the Buildings, nor on terraces, balconies or upon any Common Elements or Limited Common Elements, or other part of the Condominium. The only pets that are permitted are dogs, cats and fish. The number of and weight of the pets is set forth in the Rules and Regulations. For the purposes of keeping pets, the term "Unit" shall not include a patio, deck, Storage Unit, Parking Unit, or other Limited Common Element.

(b) Dogs and cats shall be carried or kept on a leash at all times when not in the Units. Household pets shall not be permitted to commit or cause a nuisance or any unreasonable disturbance.

(c) Pets shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for IMMEDIATE clean-up of their pets, regardless of the circumstances.

(d) Unit Owners are pecuniarily liable for any damage to the Common Elements and other property of the Association or the property or other Unit Owners and any of their guests or Invitees including but not limited to carpeting, doors, walls, plantings or lawns committed or caused by their pets.

Section 14.18 Limitation on Enforcement of Some Conditions. No covenant, condition or restriction set forth in this Declaration, the Association Instruments or any Rules or Regulations adopted by the Association pursuant to the authority granted to the Association pursuant to this Declaration or the Association Instruments may be applied to discriminate against any individual in any manner described in Section 106.04, Wisconsin Statutes, or as described in any other Village, state or federal statutes, ordinances, regulations or rules.

## ARTICLE XV MORTGAGEES

Section 15.1 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's registered agent for a service of process shall be entitled to receive notice of the following matters:

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

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration or Bylaws.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

Section 15.2 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Section 14.11 of this Declaration, neither Section 15.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

Section 15.3 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

Section 15.4 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and Assessments accrued before the date on which the holder acquired title.







EXHIBIT A

Legal Description

Lot 1, Certified Survey Map No. 14604, recorded in Volume 101 of Certified Survey Maps of Dane County, on pages 99-105, as Document No. 5357398, Dane County Registry, Village of McFarland, Dane County, Wisconsin.

EXHIBIT B

Condominium Plat

[See Attached.]


NOTE: Please be advised that the Declarant, Beach House Properties, LLC, hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit B. Only the spatial relationships of the illustrations on the maps and floor plans are being presented for your information.

DECLARANT

BEACH HOUSE PROPERTIES, LLC, a  
Wisconsin limited liability company

Date: December 1, 2017

By:

  
Kristopher Sturman, Member

# WAUBESA SHORES CONDOMINIUMS, A CONDOMINIUM PLAT

LOT 1, CERTIFIED SURVEY MAP NUMBER 14604, AS RECORDED IN VOLUME 101 OF CERTIFIED SURVEY MAPS, ON PAGES 99-105, AS DOCUMENT NUMBER 5357398, DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO CERTIFIED SURVEY MAP NUMBER 14604

0 40 80  
SCALE: ONE INCH = FORTY FEET

### LEGEND

- FOUND 3/4" # IRON ROD
- ⊗ FOUND 1-1/2" # IRON PIPE (I.P.) (UNLESS NOTED OTHERWISE)

**PREPARED FOR:**  
Beach House Properties, LLC  
5020 Veges Road  
Madison, WI 53718

**PREPARED BY:**  
Vierbicher Associates, Inc.  
By: Paul R. Knudson  
999 Fourier Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pknu@vierbicher.com

Drafted by: MZE  
Checked by: PKNU  
Date: 11/15/2017  
FW: 150252  
Sheet 1 of 11

### DANE COUNTY APPROVAL CERTIFICATE

There are no objections to this condominium or condominium amendment with respect to Sec. 703 Wisconsin Statutes and it is hereby approved for recording.

Date: December 1, 2017

*Cheryl Zilmer*  
Dane County Planning & Development

### CERTIFICATE OF REGISTER OF DEEDS

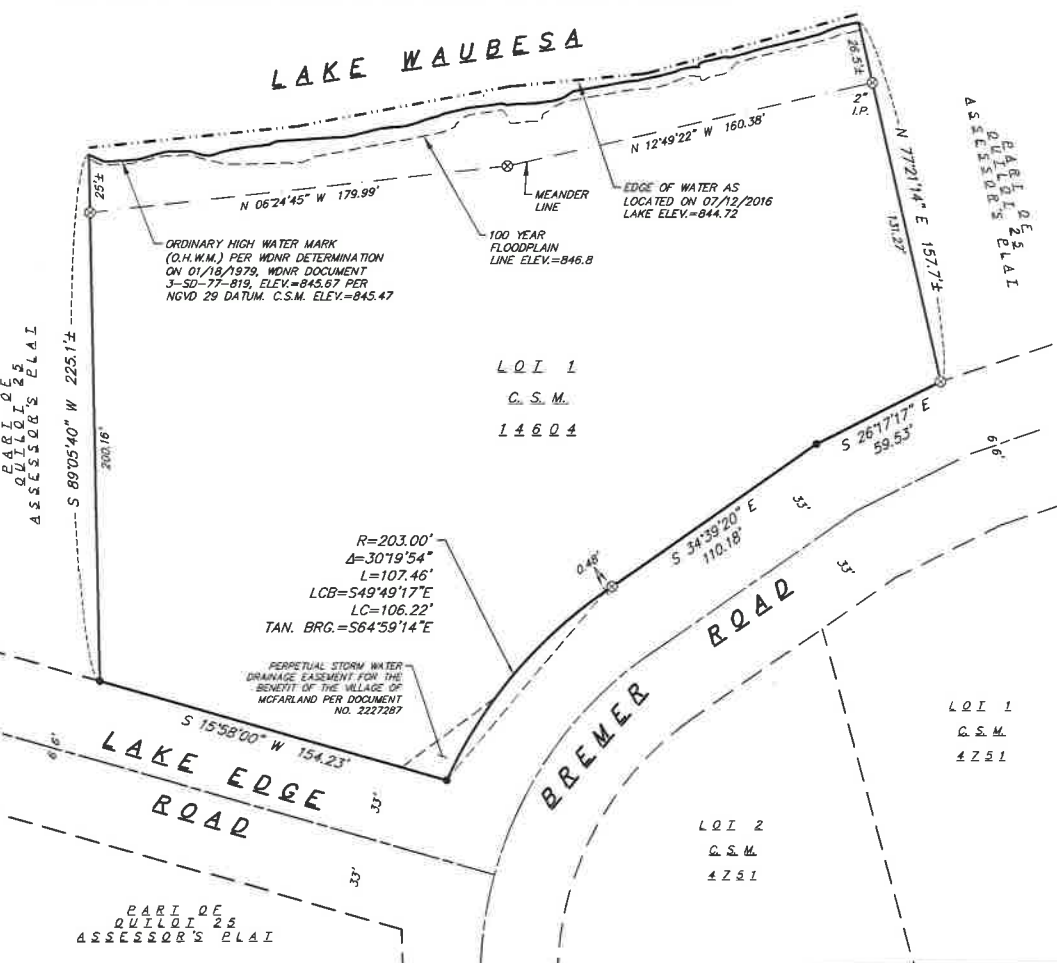
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at \_\_\_\_ o'clock \_\_\_\_ M. and recorded in  
Volume \_\_\_\_\_ of Condominium  
Plats on Pages \_\_\_\_\_ as  
Document Number \_\_\_\_\_

Kristi Chiodowski,  
Dane County Register of Deeds

**vierbicher** |   
planners | engineers | advisors

FREDSBURG - MADISON - PEARLE DU CHEN  
999 Fourier Drive, Suite 201, Madison, Wisconsin 53717  
Phone: (608) 826-0532 Fax: (608) 826-0530

## LAKE WAUBESA



### LEGAL DESCRIPTION:

Lot 1, Certified Survey Map Number 14604, as recorded in Volume 101 of Certified Survey Maps, on Pages 99-105, as Document Number 5357398, Dane County Registry. Located in Government Lot 1, the Fractional NW 1/4 of the NW 1/4 of Section 3, Township 08 North, Range 10 East, Village of McFarland, Dane County, Wisconsin. Containing 78.125 square feet or 1.79 acres more or less to the ordinary high water mark.

### SURVEYOR'S CERTIFICATE:

I, Paul R. Knudson, Professional Land Surveyor No. 1556, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, Dane County's Subdivision Regulations and the Village of McFarland's ordinance requirements regarding condominium plat review, I have surveyed and mapped the above described lands in accordance with the information furnished; I further certify that this condominium plat correctly represents the condominium described and to be constructed; The identification and location of the units, the common elements and limited common elements can be determined from the condominium plat.

Vierbicher Associates Inc.  
By: Paul R. Knudson

Dated this 15th day of November, 2017

Signed: *Paul R. Knudson*  
Paul R. Knudson, P.L.S. No. 1556



L O I 1  
C. S. M.  
1 4 6 0 4

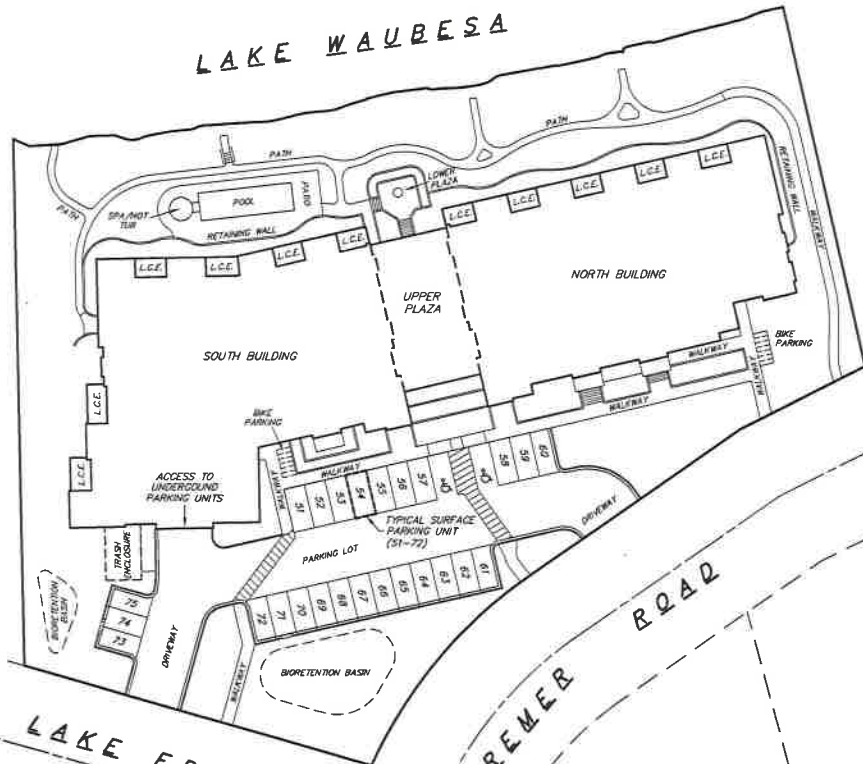
L O I 1  
C. S. M.  
4 2 5 1

L O I 2  
C. S. M.  
4 2 5 1

# WAUBESA SHORES CONDOMINIUMS, A CONDOMINIUM PLAT

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DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.

LAKE WAUBESA



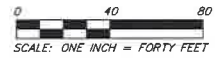
SURFACE PARKING UNIT DETAIL  
51-72  
1"=40'



SURFACE PARKING UNIT DETAIL  
73-75  
1"=40'



BEARINGS ARE REFERENCED  
TO CERTIFIED SURVEY MAP  
NUMBER 14604



**LEGEND**

LIMITED COMMON ELEMENT (L.C.E.)

**NOTES:**

EVERYTHING OUTSIDE OF THE  
UNITS, PARKING UNITS AND  
STORAGE UNITS WHICH ARE NOT  
DESIGNATED AS LIMITED COMMON  
ELEMENTS (L.C.E.) CONSTITUTE  
COMMON ELEMENTS (C.E.).

SURFACE PARKING UNITS ARE  
DESIGNATED AS 51-75.

**PREPARED FOR:**  
Beach House Properties, LLC  
5020 Voges Road  
Madison, WI 53718

**PREPARED BY:**  
Vierbicher Associates, Inc.  
By: Paul R. Knudson  
999 Fourier Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pknu@vierbicher.com

Drafted by: MZE  
Checked by: PKNU  
Date: 11/15/2017  
FN: 150252  
Sheet 2 of 11



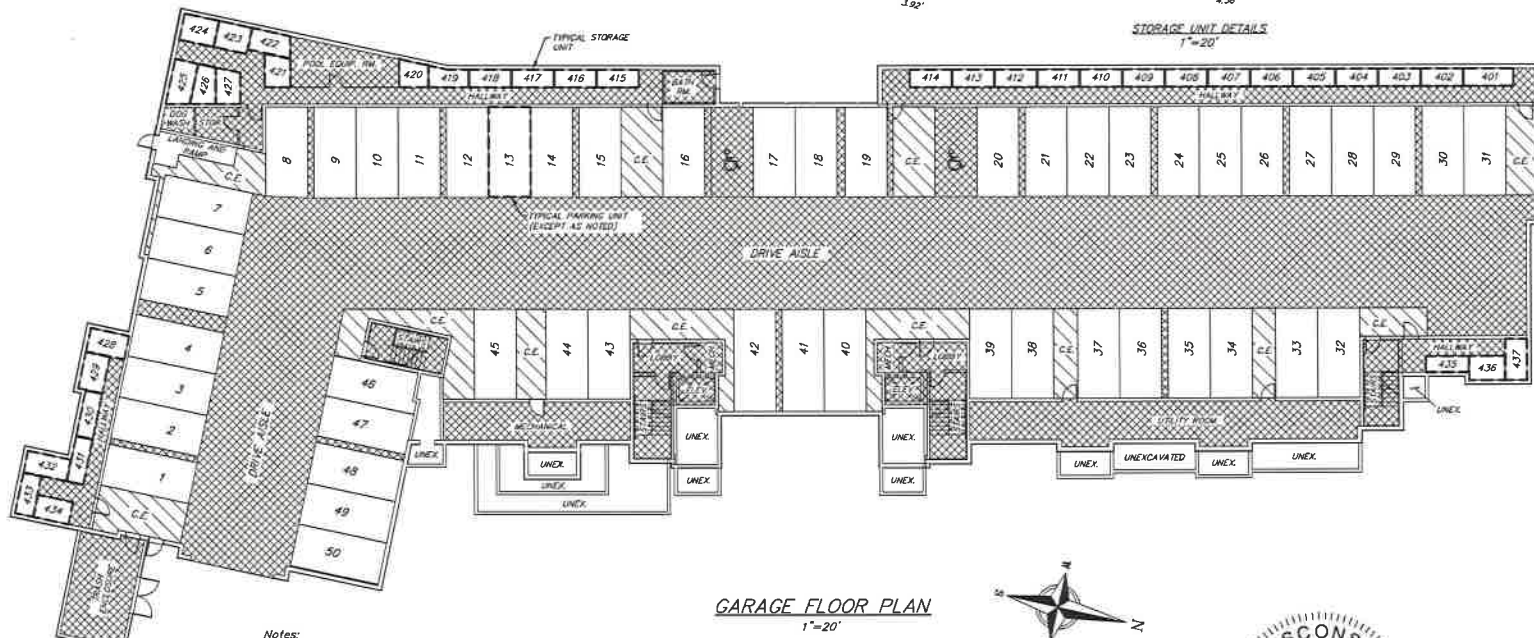
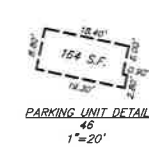
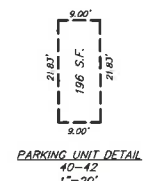
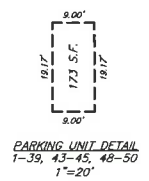
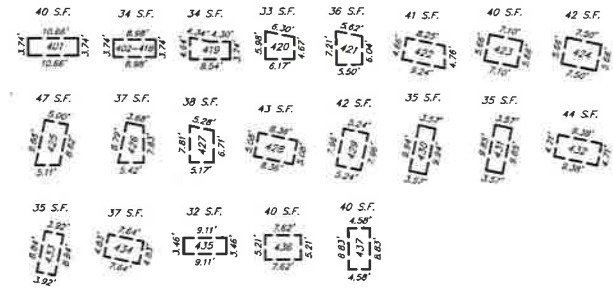
11-15-2017

**vierbicher** |   
planners | engineers | advisors  
HEADQUARTERS: 999 FOURIER DRIVE, SUITE 201, MADISON, WISCONSIN 53717  
PHONE: (608) 826-0532 FAX: (608) 826-0500

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# WAUBESA SHORES CONDOMINIUMS, A CONDOMINIUM PLAT

LOT 1, CERTIFIED SURVEY MAP NUMBER 14604, AS RECORDED IN VOLUME 101 OF CERTIFIED SURVEY MAPS, ON PAGES 99-105, AS DOCUMENT NUMBER 5357398, DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.



GARAGE FLOOR PLAN  
1"=20'



**LEGEND**

- COMMON ELEMENT (C.E.)
- NO PARKING

**Notes:**

- 1) The parking unit and storage unit dimensions and areas shown on this condominium plat are approximate and do not supersede the parking unit and storage unit boundaries as set forth in the condominium declaration.
- 2) The floor plans shown hereon are approximate and are based on drawings provided by the Architect.
- 3) Underground parking units are designated as 1-50. Storage units are designated as 401-437.



11-15-2017

PREPARED FOR:  
Beach House Properties, LLC  
5020 Voges Road  
Madison, WI 53718

PREPARED BY:  
Vierbicher Associates, Inc.  
By: Paul R. Knudson  
999 Fourier Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pknu@vierbicher.com

Drafted by: MZE  
Checked by: PKNU  
Date: 11/15/2017  
FN: 150252  
Sheet 3 of 11

**vierbicher**  
planners | engineers | advisors

199 Fourier Drive, Suite 201, Madison, Wisconsin 53717  
Phone: (608) 826-0532 Fax: (608) 826-0532

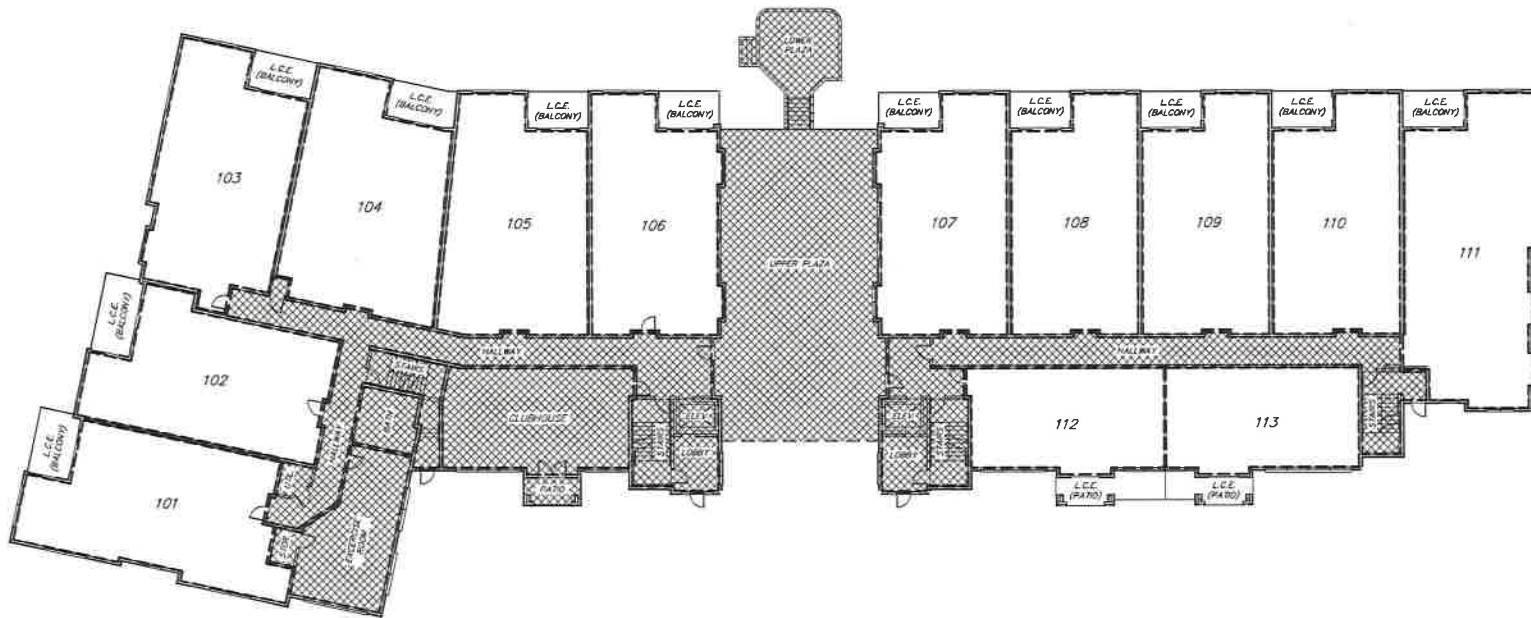
Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.  
Authorized by:

*PKNU*

A:\Newport Design Studio, LLC\150252-Beach House\CAD\DWG\150252-Canada Plat.dwg by: pknu

# WAUBESA SHORES CONDOMINIUMS, A CONDOMINIUM PLAT

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DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.



FIRST FLOOR PLAN  
1"=20'

**Note.**

- 1) The floor plans shown hereon are approximate and are based on drawings provided by the Architect.

**LEGEND**

☒ COMMON ELEMENT (C.E.)



11-15-2017

**PREPARED FOR:**  
Beach House Properties, LLC  
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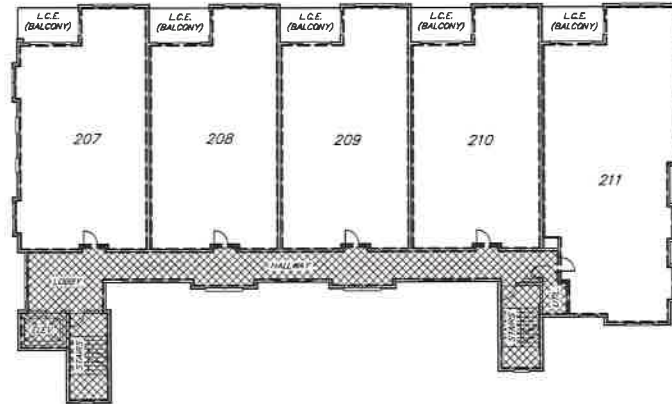
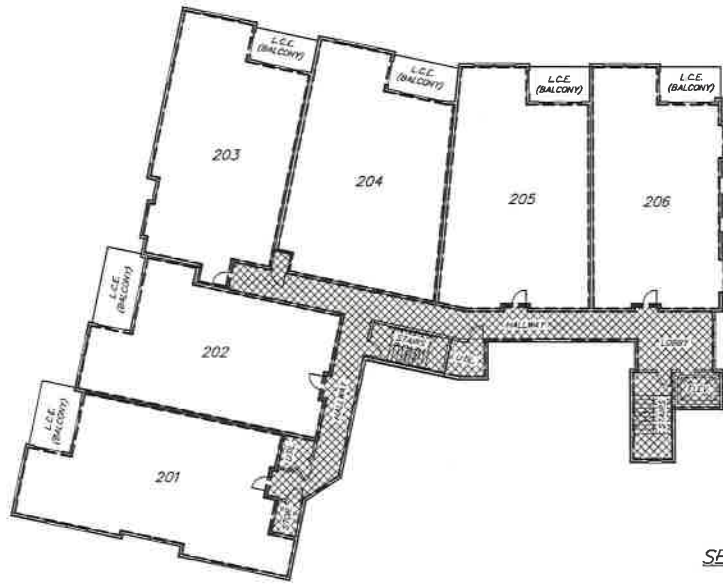
**PREPARED BY:**  
Vierbicher Associates, Inc.  
By: Paul R. Knudson  
599 Fourier Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pknu@vierbicher.com

Drafted by: MBE  
Checked by: PKNU  
Date: 11/15/2017  
FN: 150252  
Sheet 4 of 11

**vierbicher** |   
planners | engineers | advisors  
REEDSBURG • MADISON • PRAIRIE DU CHIEN  
999 Fourier Drive, Suite 201, Madison, Wisconsin 53717  
Phone: (608) 826-0532 Fax: (608) 826-0533

**WAUBESA SHORES CONDOMINIUMS,  
A CONDOMINIUM PLAT**

LOT 1, CERTIFIED SURVEY MAP NUMBER 14604, AS RECORDED IN VOLUME 101 OF  
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DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.



**SECOND FLOOR PLAN**  
1"=20'

**Note:**

- 1) The floor plans shown hereon are approximate and are based on drawings provided by the Architect.

**LEGEND**

☒ COMMON ELEMENT (C.E.)



11-15-2017

**PREPARED FOR:**  
Beach House Properties, LLC  
5020 Voges Road  
Madison, WI 53718

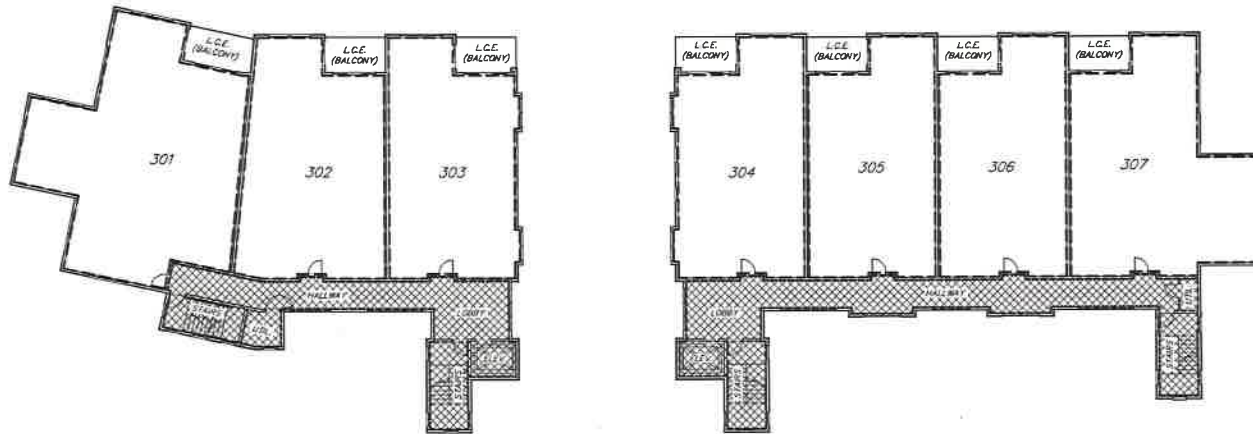
**PREPARED BY:**  
Vierbicher Associates, Inc.  
By: Paul R. Knudson  
999 Fourier Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pknu@vierbicher.com

Drafted by: NZF  
Checked by: PKNU  
Date: 11/15/2017  
FN: 150252  
Sheet 5 of 11

**vierbicher** |   
planner | engineer | advisor  
NEEDS/AVG - MADISON - FRANKIE DU CHIEFF  
999 Fourier Drive Suite 201 Madison, Wisconsin 53717  
Phone: (608) 826-0532 Fax: (608) 826-0530

# WAUBESA SHORES CONDOMINIUMS, A CONDOMINIUM PLAT

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DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.



**THIRD FLOOR PLAN**  
1"=20'

**Note:**

1) The floor plans shown hereon are approximate and are based on drawings provided by the Architect.

**LEGEND**

☒ COMMON ELEMENT (C.E.)



**PREPARED FOR:**  
Beach House Properties, LLC  
5020 Voges Road  
Madison, WI 53718

**PREPARED BY:**  
Vierbicher Associates, Inc.  
By: Paul R. Knudson  
999 Fourier Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pknu@vierbicher.com

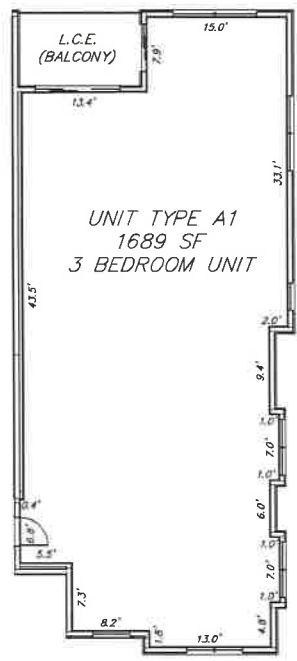
Drafted by: MZE  
Checked by: PKN  
Date: 11/15/2017  
FN: 150252  
Sheet 6 of 11

**vierbicher**  
planners | engineers | advisors

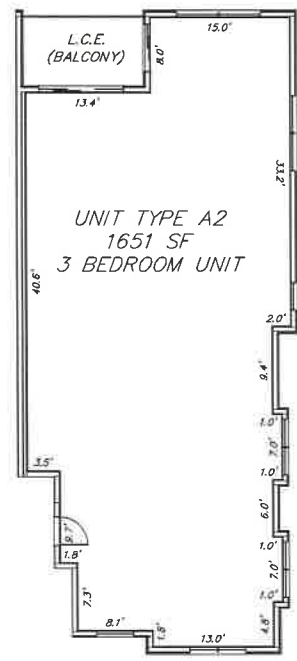
REGISTERED PROFESSIONAL ENGINEERS  
999 FOURIER DRIVE, SUITE 201, MADISON, WISCONSIN 53717  
PHONE: (608) 826-0532 FAX: (608) 826-0533

# WAUBESA SHORES CONDOMINIUMS, A CONDOMINIUM PLAT

LOT 1, CERTIFIED SURVEY MAP NUMBER 14604, AS RECORDED IN VOLUME 101 OF  
CERTIFIED SURVEY MAPS, ON PAGES 99-105, AS DOCUMENT NUMBER 5357398,  
DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.



UNIT 111



UNIT 211



- UNIT 108
- UNIT 109
- UNIT 110
- UNIT 208
- UNIT 209
- UNIT 210
- UNIT 305
- UNIT 306

**Notes:**

- 1) The Unit dimensions and Unit areas shown on this condominium plat are approximate and do not supersede the Unit boundaries as set forth in the condominium declaration.
- 2) The Unit floor plans shown hereon are approximate and are based on drawings provided by the Architect.
- 3) All balconies attached to the Units shown hereon are Limited Common Element (L.C.E.) and are appurtenant to their respective residential Unit.

**PREPARED FOR:**  
Beach House Properties, LLC  
3020 Voges Road  
Madison, WI 53718

**PREPARED BY:**  
Vierbicher Associates, Inc.  
By: Paul R. Knudson  
999 Fourier Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pknu@vierbicher.com

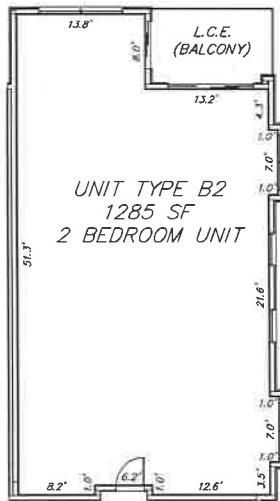
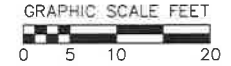
Drafted by: SCHR  
Checked by: PKNU  
Date: 11/15/2017  
FN: 150252  
Sheet 7 of 11

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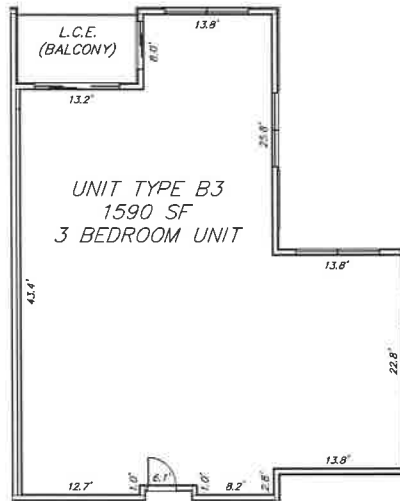
**vierbicher** |   
planners | engineers | advisors  
REGISTERED PROFESSIONAL ENGINEERS  
999 Fourier Drive, Suite 201 | MADISON, WISCONSIN 53717  
Phone: (608) 826-0532 | FAX: (608) 826-0532

## WAUBESA SHORES CONDOMINIUMS, A CONDOMINIUM PLAT

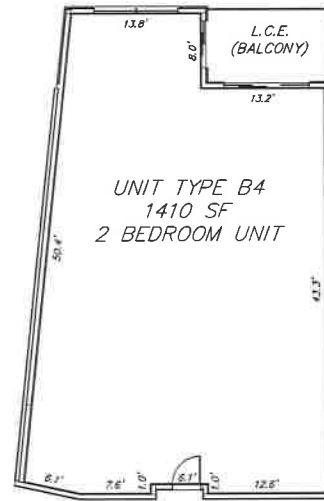
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CERTIFIED SURVEY MAPS, ON PAGES 99-105, AS DOCUMENT NUMBER 5357398,  
DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.



UNIT 106  
UNIT 107  
UNIT 206  
UNIT 207  
UNIT 303  
UNIT 304



UNIT 307



UNIT 105  
UNIT 205  
UNIT 302

**Notes:**

- 1) The Unit dimensions and Unit areas shown on this condominium plat are approximate and do not supersede the Unit boundaries as set forth in the condominium declaration.
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Beach House Properties, LLC  
5020 Voges Road  
Madison, WI 53718

**PREPARED BY:**  
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By: Paul R. Knudson  
598 Faurier Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pknu@vierbicher.com

Drafted by: SCHR  
Checked by: PKNU  
Date: 11/15/2017  
FW: 150252  
Sheet 8 of 11

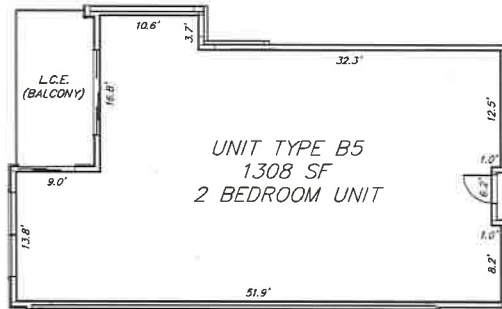
**vierbicher**  
planners | engineers | architects

KEESLING • HADSON • FRIEDRICH  
699 FLOWER DRIVE, SUITE 200 • MADISON, WISCONSIN 53717  
PHONE: (608) 554-1111 FAX: (608) 554-1111

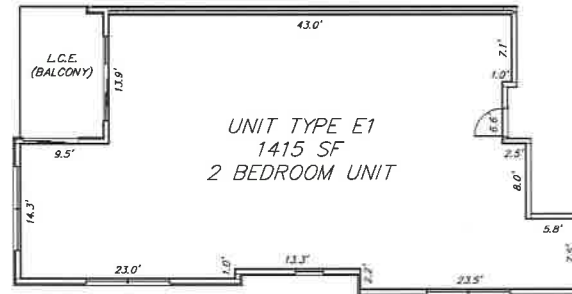
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# WAUBESA SHORES CONDOMINIUMS, A CONDOMINIUM PLAT

LOT 1, CERTIFIED SURVEY MAP NUMBER 14604, AS RECORDED IN VOLUME 101 OF  
CERTIFIED SURVEY MAPS, ON PAGES 99-105, AS DOCUMENT NUMBER 5357398,  
DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.



UNIT 102  
UNIT 202



UNIT 101  
UNIT 201

**Notes:**

- 1) The Unit dimensions and Unit areas shown on this condominium plat are approximate and do not supersede the Unit boundaries as set forth in the condominium declaration.
- 2) The Unit floor plans shown hereon are approximate and are based on drawings provided by the Architect.
- 3) All balconies attached to the Units shown hereon are Limited Common Element (L.C.E.) and are appurtenant to their respective residential Unit.

**PREPARED FOR:**  
Beach House Properties, LLC  
5020 Vages Road  
Madison, WI 53718

**PREPARED BY:**  
Vierbicher Associates, Inc.  
By: Paul R. Knudson  
999 Fourier Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pkn@vierbicher.com

Drafted by: SCHR  
Checked by: PKNU  
Date: 11/15/2017  
PN: 150252  
Sheet 9 of 11

**vierbicher**  
planners | engineers | advisors

NEEDSBURG - MADISON - PRINCE DU CHEN  
999 Fourier Drive, Suite 201 - Madison, Wisconsin 53717  
Phone: (608) 826-0532 Fax: (608) 826-0532

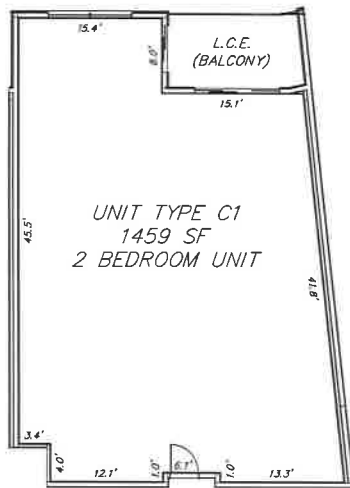
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**WAUBESA SHORES CONDOMINIUMS,  
A CONDOMINIUM PLAT**

LOT 1, CERTIFIED SURVEY MAP NUMBER 14604, AS RECORDED IN VOLUME 101 OF  
CERTIFIED SURVEY MAPS, ON PAGES 99-105, AS DOCUMENT NUMBER 5357398,  
DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.

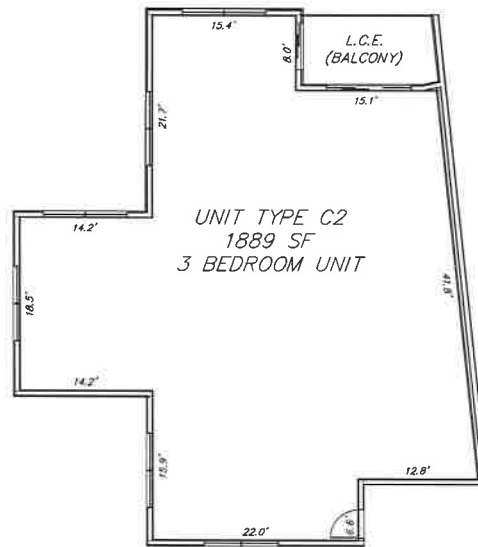


GRAPHIC SCALE FEET



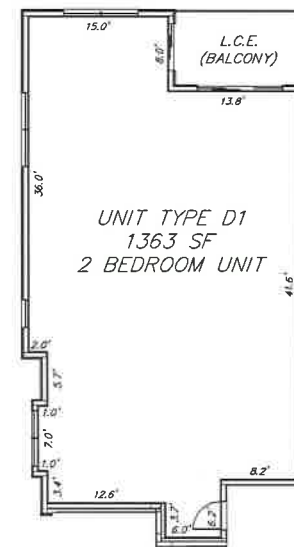
UNIT TYPE C1  
1459 SF  
2 BEDROOM UNIT

UNIT 104  
UNIT 204



UNIT TYPE C2  
1889 SF  
3 BEDROOM UNIT

UNIT 301



UNIT TYPE D1  
1363 SF  
2 BEDROOM UNIT

UNIT 103  
UNIT 203

**Notes:**

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Beach House Properties, LLC  
5020 Voges Road  
Madison, WI 53718

**PREPARED BY:**  
Vierbicher Associates, Inc.  
By: Paul R. Knudson  
889 Foutler Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pkn@vierbicher.com

Drafted by: SCHR  
Checked by: PKNU  
Date: 11/15/2017  
PW: 130232  
Sheet 10 of 11



WEDDABURG - MADISON - FRANCE DU CHEN  
999 FOURIER DRIVE SUITE 201 MADISON, WISCONSIN 53717  
PHONE (608) 836-0532 FAX (608) 836-0530

**WAUBESA SHORES CONDOMINIUMS,  
A CONDOMINIUM PLAT**

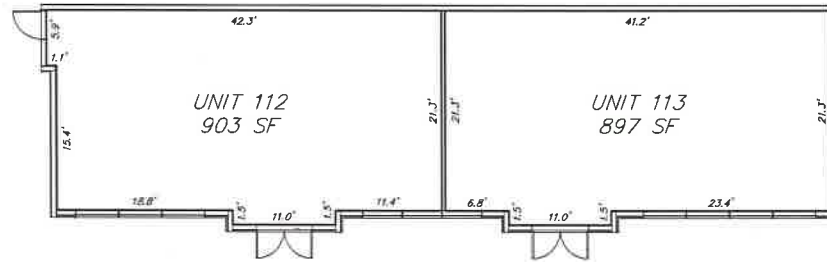
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CERTIFIED SURVEY MAPS, ON PAGES 99-105, AS DOCUMENT NUMBER 5357398,  
DANE COUNTY REGISTRY, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.



GRAPHIC SCALE FEET



11-15-2017



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899 Fourier Drive,  
Suite 201  
Madison, WI 53717  
(608) 826-0532  
pknu@vierbicher.com

Drafted by: SCHR  
Checked by: PKNU  
Date: 11/15/2017  
PK: 150292  
Sheet 11 of 11

**vierbicher**  
planners | engineers | advisors



RECORDED - MADISON - PERMITS DU CHEN  
BY: PAUL R. KNUDSON, SURV. 11566 - DANE COUNTY REGISTRY  
PHONE: 608.826.0532 FAX: 608.826.0531

EXHIBIT C

General Assessment Percentage

<u>Unit</u>	<u>General Assessment Percentage</u>
101	3.38%
102	3.13%
103	3.26%
104	3.49%
105	3.37%
106	3.07%
107	3.07%
108	3.04%
109	3.04%
110	3.04%
111	4.04%
201	3.38%
202	3.13%
203	3.26%
204	3.49%
205	3.37%
206	3.07%
207	3.07%
208	3.04%
209	3.04%
210	3.04%
211	3.95%
301	4.51%
302	3.37%
303	3.07%
304	3.07%
305	3.04%
306	3.04%
307	3.80%
112	2.16%
113	2.14%

Residential Assessment Percentage

<u>Unit</u>	<u>Residential Assessment Percentage</u>
101	3.53%
102	3.27%
103	3.40%
104	3.64%
105	3.52%
106	3.21%
107	3.21%
108	3.18%
109	3.18%
110	3.18%
111	4.22%
201	3.53%
202	3.27%
203	3.40%
204	3.64%
205	3.52%

206	3.21%
207	3.21%
208	3.18%
209	3.18%
210	3.18%
211	4.12%
301	4.72%
302	3.52%
303	3.21%
304	3.21%
305	3.18%
306	3.18%
307	3.97%

### Commercial Assessment Percentage

<u>Unit</u>	<u>Commercial Assessment Percentage</u>
112	50.17%
113	49.83%

### Parking Assessment Percentage

<u>Unit</u>	<u>Parking Assessment Percentage</u>
1	1.34%
2	1.34%
3	1.34%
4	1.34%
5	1.34%
6	1.34%
7	1.34%
8	1.34%
9	1.34%
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74	1.25%
75	1.25%

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