

for Exhibit.
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DECLARATION OF CONDOMINIUM OWNERSHIP AND
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE WINDEPOINT ON PIGEON RIVER CONDOMINIUM 5558 889479 L00060.00 JR

THIS DECLARATION is made by Frederick L. Stone, the date hereinafter stated for the purpose of subjecting certain real property and the improvements thereon to the provisions of the Condominium Ownership Act (Chapter 703, Wisconsin Statutes), and for the additional purpose of imposing certain covenants, conditions and restrictions upon such property.

RECITALS

Section 0.1 Ownership: Frederick L. Stone, 927-A Plaza 8, Sheboygan, Sheboygan County, Wisconsin, hereinafter referred to as "Declarant" and or "Developer" is the owner of the subject property.

Section 0.2 Name of Condominium: The project shall be known as Windepoint on Pigeon River Condominium, and may hereinafter be referred to as the "Project" and shall consist of eleven (11) phases being located on North 40th Street, in the City of Sheboygan, Sheboygan County, Wisconsin.

Section 0.3 Condominium is Expandable: The Declarant shall construct the Project in eleven (11) phases. Ten (10) phases shall consist of one (1) building each. The remaining phase shall consist of a conservancy area which shall not contain a building. Six (6) of the planned phases shall consist of a four (4) unit building in each phase. Three (3) of the phases shall consist of a six (6) unit building in each phase. One (1) phase shall consist of a one (1) forty-four (44) unit building in the phase. The remaining phase shall be the conservancy area. The maximum number of living units in the Project shall be eighty-six (86).

Section 0.4 Legal Description of Property: The real property subject to the condominium ownership by this Declaration is:

Phase I, Building 1

Beginning at a point 300.37 feet South and 404.66 feet East of the Northwest Corner of Section 16, T. 15 N., R. 23 E.; thence S. 88°-41'-W., 135.00 feet; thence South 120.00 feet; thence N. 88°-41'-E., 120.00 feet; thence N. 49°-37'-E., 41.35 feet on the chord of a curved line of Windepoint Court; thence N. 10°-00'-W., 95.00 feet to the point of beginning; containing 16,990 square feet of land and being a part of the NW¼ of the NE¼ of Section 16, T. 15 N., R. 23 E., City of Sheboygan, Wisconsin.

-ALSO-

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A part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, T. 15 N., R. 23 E., City of Sheboygan, Wisconsin, containing 0.718 acres of land and described as: commencing at the NW corner of said Sec. 16; thence S. 00°-15'-24" E. 819.85'; thence N. 88°-41'-10" E. 30.00'; thence N. 00°-15'-24" W. 105.00' to the point of beginning; thence continuing N. 00°-15'-24" W. 50.00'; thence N. 88°-42'-E. 186.56'; thence Northeasterly 132.30' along the arc of a 169.58 foot radius curve to the left, said curve having a chord which bears N. 66°-21'-E. 128.97'; thence Northeasterly 103.08' along the arc of a 236.24 foot radius curve to the left, said curve having a chord which bears N. 31°-30'-E. 102.26'; thence N. 00°-47'-W. 100.29' along the chord of a curved line; thence S. 49°-37'-E. 41.35' along the chord of a curve line; thence S. 61°-46'-E. 78.36' along the chord of a curved line; thence S. 26°-01'-W. 118.26 feet along the chord of a curved line; thence Southwesterly 124.90' along the arc of a 236.24 foot radius curve to the right, said curve having a chord which bears S. 31°-30'-W. 123.91 feet; thence Southwesterly 171.31' along the arc of a 219.58 foot radius curve to the right, said curve having a chord which bears S. 66°-21'-W. 166.99'; thence S. 88°-42'-W. 187.46' to the point of beginning.

Area Subject to Phased Construction

See attached Exhibit "A" which is incorporated herein as if set forth in full.

Conservancy Area

See attached Exhibit "B" which is incorporated herein as if set forth in full.

CONDOMINIUM PLAN AND COVENANTS, CONDITIONS AND RESTRICTIONS

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

ARTICLE I

DEFINITIONS

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

Section 1.1 "Association": shall mean and refer to the Windpoint on Pigeon River Condominium Owners Association, Inc., which association shall be an incorporated, nonprofit association, its successors and assigns.

Section 1.2 "Unit Owners": shall mean, refer to and include every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including Land Contract vendees, but excluding those

holding record title or a similar interest merely as security for the performance of an obligation) to any unit described in this Declaration, and may also be referred to in this Declaration as "Owner".

Section 1.3 "Condominium Property": shall mean and refer to the real property described herein, together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

Section 1.4 "Building": shall mean, refer to and include each of the detached structures as identified herein, and also as depicted on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 1.5 "Unit": shall mean, refer to and include each part of the condominium property designated as and intended for residential uses, including one or more cubicles of air at one or more levels in a building, and for which a Certificate of Occupancy has been issued.

Section 1.6 "Living Area": shall mean, refer to and include all that part of a unit excluding the garage, attic and basement portions thereof.

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

Section 1.8 "Limited Common Elements": shall mean, refer to and include those common elements designated in this Declaration or the condominium plat as reserved for the use of a certain unit or units to the exclusion of other units.

Section 1.9 "Common Expenses" and "Common Surpluses": shall mean, refer to and include the expenses and surpluses of the Association.

ARTICLE II.

PHASED CONSTRUCTION

Section 2.1 Declarant Reserves Right to Expand: Phase I of Windpoint on Pigeon River Condominium shall consist of one (1) four (4) unit building as depicted on Exhibits "C", "D", and "E", which are attached hereto and incorporated herein as if set forth in full. The building in Phase I shall be designated as Building 1. All proposed buildings are shown on Exhibit "C" in their approximate location, depicting their relative size, and outlined as to their general shape and designated with a separate building number. Except as to the numbering of Building 1 in Phase I, the numbers on the buildings in Exhibit "C" do not necessarily correspond with the order in which the buildings will be constructed. (EXAMPLE: Phase II could contain Building 4 and Phase IV could contain Building 2.) In any event, no phase of construction will consist of more than one building.

Declarant shall complete Phase II by May 1, 1985. Each Phase shall contain one building of the Declarant's choice subject to the conditions of this Declaration. The Declarant shall add to the project the designated conservancy area when fifty-one (51%) percent of the units in the Project are completed and ready for occupancy or May 24, 1983, whichever date comes first. As to any of the remaining phases proposed herein, the Declarant specifically reserves the right to initiate construction of said phases and does not by this Declaration or this reservation commit to initiate or complete construction of any of the remaining phases, except as set forth in this paragraph.

Section 2.2 Declarant Control Over Phased Development: Declarant shall have ten (10) years from the date of the recording of this Declaration in the office of the Register of Deeds for Sheboygan County, Wisconsin, to complete construction of the Project. The Declarant exercises the right to add any of the proposed phases as designated in Exhibit "C", attached hereto, to the Project by filing an amendment to the plat of the Project with the office of the Register of Deeds for Sheboygan County, Wisconsin.

ARTICLE III.

DESCRIPTION AND IDENTIFICATION OF BUILDING,

UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Description of Buildings: Building 1 in Phase I shall consist of a four (4) unit building with two (2) units being located on the first floor and two (2) units being located on the second floor which shall be of frame construction with no basement and shall include a two stall garage for each unit.

Each of the subsequent buildings in the Project shall be of substantially the same exterior, design and construction, although the location of the living units, the square footage of the living units, the inclusion of a basement and the number of garage units may vary from building to building, provided, however, that the building in which the forty-four (44) units are projected shall be a combination height building with one, two and three story sections which may be completed in several steps. The units in the several buildings may be located on one or more floors within the building in which they are located, except for the proposed forty-four (44) unit building. The buildings shall be architecturally compatible with each other.

Section 3.2 Description of Units: Each of the four (4) units situated in Building 1 of Phase I of the Project shall be separately designated by an identifying

letter (A, B, C and D) as set forth in Exhibits D and E. The living area of each unit shall be wholly located on one floor with two (2) units located on each floor. In addition, each unit shall consist of a two (2) stall garage and any area that may be designated for storage outside the living area of the unit. Access to the unit shall be through the immediate limited common element to which each unit has access.

Each unit shall have gas-forced heat, gas hot water, separately metered electricity and shall include a range, dishwasher, refrigerator, garbage disposal and central air conditioning. In addition, the unit shall be carpeted throughout, except that there may be vinyl or ceramic tiles in the kitchen, utility, foyer and/or bathroom areas of the unit. Further, the garage portion of said unit shall contain an electric garage door opener. In addition, the unit may include a washer, dryer, a hood fan out of the range and a fireplace.

The boundaries of each unit shall be as set forth in Article IV, Section 4.3 below. If any of the common or limited common elements shall encroach upon any unit, or any unit shall encroach upon any other unit whereupon any portion of the common or limited common elements as a result of the construction of the building, or as a result of the settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist as long as the building stands. In interpreting the exhibits attached hereto, the existing physical boundaries of a unit or a unit which is constructed in substantial compliance with the plan thereof, shall be conclusively presumed to be within its boundaries rather than the dimensions expressed in the attached exhibits, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the attached plans and those of the building.

Section 3.3 Description of Common Elements: The location of the common elements on the condominium property are shown on Exhibit "C" and also designated on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin; and the items of property and facilities included within the meaning of said terms are as stated in Section 1.7 of this Declaration. The owner of each unit shall have an undivided interest as tenants in common in the common elements of the Project. The common elements located within those phases not yet a part of the condominium project shall be held and treated identically. Further, the conservancy phase of the Project is to be considered a common element of the Project reserved for the uses as set forth herein in the By-Laws of the Association.

and any rules adopted thereunder. It is not a part of the development plan of the Declarant to include in the proposed phases any further shared common facility, such as a clubhouse, tennis court or swimming pool or other such item.

The Declarant, having filed a general landscaping plan with the City of Sheboygan Planning Department, shall provide initial landscaping in the common elements. Further, an easement road known as Windepoint Court shall be laid out, graded, a gravel base installed and paved by the Declarant.

Section 3.4 Description of Limited Common Elements Building 1, Phase 1:

The limited common elements are part of the common elements of the Project, but are permanently assigned and limited to the exclusive use of the designated unit(s) as follows:

- Area A: The Driveway area in front of the respective unit's garage which shall be for the exclusive use and benefit of that unit for driveway purposes as designated on Exhibits "C" and "D".
- Area B: The patios for units A and B are shown on Exhibit "D" and the deck-balcony for units C and D as shown on Exhibit "E". See below for possible special treatment for patios for units A and B.
- Area C: The entryways, stairways, hallways and adjacent areas as designated on Exhibits "D" and "E", which shall be limited to the exclusive use of the unit to which they give access.
- Area D: The planters located adjacent to the entryways of units A and B as shown on Exhibit "D" which shall be for the exclusive use and benefit of said units A and B.

The limited common elements designated herein shall be assigned to the exclusive use of the particular unit and units designated and limited common elements shall be assigned by the Declarant to a unit purchaser and such conveyance shall designate such assignment. Thereafter, the unit to which each of the limited common areas was assigned shall have the exclusive use thereof and any subsequent conveyance of title to such unit shall pass with it as an appurtenance thereto to the exclusive (mutual) use herein provided for. The use of the limited common elements aforesaid shall be restricted to the purpose for which they are herein designated and no owner shall use, add to, alter, modify or in any way change such limited common elements in any manner contrary to the provisions of this Declaration or the By-Laws of the Association or any rules or regulations as may from time to time be adopted by the Association. See special treatment for use of patio area for glass enclosed greenhouse as set forth in Article IV, Section 4.5 below.

The limited common elements designated shall be subject to access under the provisions of this Declaration, the By-Laws of the Association or any rules

and regulations as may from time to time be adopted by the Association, such access including but not limited to the purpose of maintenance, inspection and repair.

The limited common elements which are a part of the common element of the Project, but which are to be permanently assigned and limited to the exclusive use of units in buildings which may be added to the condominium project shall be described and/or designated on the amended plat or in an amendment to the Declaration, whichever means is able to clearly show the extent and character of said common elements.

ARTICLE IV.

PROPERTY RIGHTS

Section 4.1 Percentage of Undivided Interest in Common Elements: The fraction of undivided interest owned in the common elements (including the limited common elements, being a part thereof) and facilities appertaining to each unit and its owners in Phase I is to be based upon the square footage of the units in said phase. The square footage of Unit A is 2,357.50, the square footage of Unit B is 2,136.50, the square footage of Unit C is 2,358.25, and the square footage of Unit D is 2,134.25. To determine the square footage to be used for computation purposes, the square footage is to be rounded off to the nearest one-hundred feet (EXAMPLE: 949 square feet equals 900 square feet or 951 square feet equals 1,000 square feet). Therefore, a rounded square footage shall be determined and based upon said square footage and square footage for the purposes of determining the fractions in this section shall be for the units in Building 1, Phase I as follows:

Unit A - 2,400 square feet or 24/90 interest in common elements.

Unit B - 2,100 square feet or 21/90 interest in common elements.

Unit C - 2,400 square feet or 24/90 interest in common elements.

Unit D - 2,100 square feet or 21/90 interest in common elements.

Upon the addition of each phase or phases of the Project, (excluding the conservancy phase) new fractions for each unit, including the existing units and units added, shall be determined. The effective date for determining the new fractions shall be the date the phase is added to the Project, which date shall be for the purpose of this sub-paragraph, the date an occupancy permit is issued for the building in the Project. The recomputation of the percentage shall be

done each time a building is added to the Project and notice shall be given to all unit owners of the new fractions of ownership to be applied to their unit. Declarant acknowledges that the various units may be of different construction, of different market values, constructed for different costs, but believes that the ownership interest designated as being attributable to each unit herein is equitable and fair.

Section 4.2 Status and Ownership of Units: Each unit, together with its undivided interest in the common elements and facilities shall constitute real property for all purposes, and the owner(s) of each unit shall be entitled to the exclusive ownership and possession thereof.

Section 4.3 Boundaries of Unit: The boundaries of the residential living elements of each unit shall be the underside of the finished interior surface of its perimeter walls, floors and ceilings, such finished surfaces being included within the unit.

Section 4.4 Rights in Common Elements: Each owner, together with his family, guests, and tenants shall use the common elements for all purposes for which they were designed and intended. No owner, his family, guests or tenants may hinder or encroach upon the lawful rights of any other owner, such owner's family, guests or tenants with respect to such use, with the exception of the limited common elements as described in this Declaration. Such rights to use the common elements shall be subject to all restrictions and limitations set forth in this Declaration, in the By-Laws of the Association, and the rules and regulations adopted pursuant thereto.

Section 4.5 Patio Greenhouse: The owner of a unit having a designated limited common element patio may construct on said patio an attached glass-enclosed greenhouse-type structure occupying all or part of said patio. Said greenhouse unit shall be architecturally compatible with the Project and the plans for any such greenhouse shall be submitted to the Board of Directors for architectural approval prior to the commencement of construction. In the event that a patio greenhouse is constructed, the patio greenhouse shall be added to the unit and shall no longer be considered a limited common element. Thusly, the square footage of the unit and the square footage of the living area of the unit will be increased and all matters affected by said change in the square footage shall be appropriately adjusted. The time for adjustment shall, in the event of an existing unit, be at the time a building permit issued.

Section 4.6 Easement of Enjoyment: Every owner shall have a non-exclusive right to an easement of enjoyment in and to the common elements, including but not by way of limitation, a right and easement of ingress and egress over, upon and across the common elements necessary for access to such owner's unit. These rights and easement of enjoyment shall be appurtenant to and pass with the title to every unit, subject to the right of the unit owners to mortgage their interest in the common elements.

Section 4.7 Association Easement for Utilities and Services: At the time of execution of this Declaration it is known that a cable T.V. franchise will be capable of providing cable T.V. to this Project. Appropriate provisions will be made for installation of the cable within the condominium property, but no provisions have been made for connection with each individual unit. However, each unit owner shall have the necessary easement necessary to make such connection with the cable T.V. utility and for service and maintenance of said cable connection.

A sump pump or a sump bottle may be located in each building in the Project and in the case of a sump pump, it shall be connected to the utilities for only one of the units in said building. It is anticipated that the cost of operation of the sump pump shall be minimal, therefore, shall not be a shared expense.

The Association shall have all other necessary easements for installation, maintenance and repair of common services, including water service for the condominium grounds, power for lighting the condominium grounds and any other similar common utility and expense for the benefit of the condominium in general.

Section 4.8 Other Easements: The condominium project designated as Building I, Phase I, shall have the benefit of or be subject to the following easements and all rights and obligations appurtenant thereto:

- a. Any utility easement present now or necessary in the future shall be granted for gas, water, electric, telephone services, cable T.V. and sewer, whether or not evidenced by an instrument in writing of public record.
- b. An easement for ingress and egress to Building I, Phase I over Windepoint Court as designated on Exhibit "C".
- c. The rights of the City of Sheboygan caused by the conveyance of sewer and water service for the Project to said city and specifically as the easements necessary for service and maintenance said easements are designated on Exhibit "F".

which is attached hereto and incorporated herein as if set forth in full.

d. Should any easement hereafter be required to be evidenced by written instrument, Declarant reserves the right to convey same in its name alone, which conveyance shall be binding upon each owner of any unit on the condominium property by the acceptance of any right, title or interest therein.

e. All the easements described in this section and all rights appurtenant thereto shall run with and bind the land in perpetuity and shall inure to the benefit and be binding upon the Declarant, its successors and assigns, and upon all parties having any (legal or equitable) right, title or interest in the condominium property, their respective heirs, personal representatives, successors or assigns.

f. The condominium property as may be expanded by future development by addition of the phases, proposed herein, shall be the subject to such additional easements as may appertain to said property and as may be necessary to expand said condominium property.

ARTICLE V.

MEMBERS AND THEIR VOTING RIGHTS

Section 5.1 Members: Every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including Land Contract vendees, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to a unit shall be a member of the Association, which shall administer the common elements.

Section 5.2 Voting Rights: The voting rights appertaining to each unit shall be determined on the basis of the square footage of the living area of the unit. The square footage of the living area of Unit A is 1,898.50; the square footage of the living area of Unit B is 1,674.50; the square footage of the living area of Unit C is 1,896.25; and the square footage of the living area of Unit D is 1,672.75. To determine the square footage to be used for computation purposes the square footage is to be rounded off to the nearest 100 feet (EXAMPLE: 949 square feet equals 900 square feet or 951 square feet equals 1,000 square feet). Therefore, a rounded square footage shall be determined and based upon said square footage, square footage for the purpose of determining the fractions in this section shall be for the units in Building 1, Phase I as follows:

Unit A - living area - 1,900 square feet or 19/72 votes.

Unit B - living area - 1,700 square feet or 17/72 votes.

Unit C - living area - 1,900 square feet or 19/72 votes.

Unit D - living area - 1,700 square feet or 17/72 votes.

Voting rights thus determined by the square footage of the living units of the eligible unit shall be a fraction of the whole with the owner with a larger square footage of the living area having a greater vote than the unit having a lesser square footage in the living area of his unit.

If an owner shall own more than one unit his vote shall be separately determined as to each unit. If there exists more than one owner of a unit, then they shall determine between themselves who has the right to cast the vote appertaining to said unit or they may divide their vote in relationship to their ownership interest in the unit, but in no event shall the owners of any one unit, if there be more than one, have more than the vote appertaining to that unit. When the interest in the common elements changes pursuant to Article IV, Section 4.1, then shall the voting rights appertaining to the units be recalculated pursuant to the formula set forth above.

The Declarant recognizes that there may be units having varying locations in the Project, different configurations, different unit square footage and different values, but believes that the square footage of the living unit as a standard for voting rights and as set forth hereinafter for assessments, provides the fairest and most efficient administration of the condominium and its property.

Section 5.3 Proxy on behalf of Owner or Owners: In addition to the owner or owners exercising their voting rights under Section 5.2 above, the owner or owners may designate a proxy on his or their behalf who need not be an owner and such proxy shall be entitled to cast the vote appurtenant to such unit or units at all meetings of unit owners. The designation of any proxy shall be made in writing to the Secretary of the Association and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating.

Section 5.4 Owners' Voting Rights and Declarant Control over Phased Development: In the event the unit owners seek to remove all or any part of the condominium property from the provisions of the Condominium Ownership Act during the term of the Declarant control, the Declarant shall be considered the owner of a unit and shall be entitled to vote on said proposal for removal of all or any part of the property from the provisions of the Condominium Ownership Act, but shall

not share in any distribution of property, except as said Declarant may already be an owner as defined elsewhere in this Declaration.

ARTICLE VI.

COVENANTS (AND LIENS) FOR ASSESSMENTS

Section 6.1 Assessments, Liens and Personal Obligations: Declarant for and on behalf of each unit hereby covenants and agrees that the owner of any unit by acceptance of any rights, title and interest therein, is deemed to covenant and agree to pay to the Association monthly assessments, special assessments for capital improvements and building assessments, which shall be established and collected as hereinafter provided in this Declaration. The aforementioned assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorneys' fees incurred in the collection thereof shall be and constitute a continuing lien in favor of the Association upon the unit(s), the undivided interest in the common elements and facilities appurtenant thereto, against which such assessment is made, which lien shall arise from time to time a Certificate for Lien is filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, or other appropriate place according to law, by authority of and at the direction of the Board of Directors of the Association. Such Certificate for Lien shall contain such information as is necessary to properly identify the unit against which the lien exists, the record owners thereof, and the amount of the lien claim, and shall be signed by any officer of the Association. A lien for assessments as provided herein, may be foreclosed as provided in Chapter 703 of the Wisconsin Statutes. In addition to the foregoing, such assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorneys' fees incurred in the collection thereof, shall be a personal obligation of the owner(s) of the unit against which assessed at the time such assessment (or any installment thereof) is due, and such personal obligation shall pass to the successors in title (except for mortgages, their successors and assigns, other purchasers who obtain title to the unit as a result of a first mortgage foreclosure) to such unit, and each owner of any unit, by acceptance of any right, title or interest therein, is deemed to assume the obligation to make such payment.

Section 6.2 Purpose of Assessment: The assessment levied by the Association shall be used to enhance the property value, to promote the recreation, health, safety and welfare of the unit residents, and for the maintenance and

improvement of the condominium property. Subject to the provisions following, assessments shall be used to pay the common expenses of the Association for such items, but not by way of limitation, as: general maintenance services of the common elements (and facilities thereto) and Association property; liability, fire and extended coverage insurance premiums for the common elements; utility charges for any part of the condominium property not individually metered to units; lawn care, maintain landscaping, trash services, snow removal, repair, maintenance and operation of the common elements, facilities and Association property, and capital improvements when necessary.

Section 6.3 Common Expenses (and Surplus); Payment of the Annual

Assessment: The common expenses under Section 6.2 above, shall be charged to (and the common surplus shall be distributed among) the unit owners according to the same formula as their voting rights, which rights are set forth in Article V, Section 5.2 above.

Section 6.4 Date Annual Assessments Commence:

The annual assessment provided for above shall be paid monthly, and payment shall commence as to all units in Building 1, Phase I on the first day of the first month following the date an occupancy permit is issued for the first unit of said building. As to Building 1, Phase I, Developer shall be subject to the assessments set forth in this Article as to each unit not conveyed to an initial purchaser after the date an occupancy permit is issued for the first unit in said building. The annual assessment (or pro-rata share) shall commence on the first day an occupancy permit is issued for the first unit in said building and shall apply to all units in said building, except that the assessment commencement date applying to the forty-four (44) unit building proposed herein shall be in four (4) unit blocks. (EXAMPLE: When an occupancy permit is issued for the first unit in the building, the assessment shall commence as to the first four units in the building, and when an occupancy permit is issued for the fifth unit in the building the assessment shall commence as to additional four (4) units until the building is completed.)

Section 6.5 Change in Assessment Date:

While the assessment appertaining to each unit shall be considered an annual assessment, payment date may be adjusted by the Association any time after fifty-one (51%) percent of the total proposed units are occupied or conveyed. In the event of said readjustment, the pro-rata portion of any assessments previously applied shall be determined in determining such adjusted assessment.

Section 6.6 Increase in Annual Assessments: Should the annual assessment be determined insufficient to pay the common expenses of the condominium, then the Board of Directors of the Association may increase the amount thereof and thereupon shall give written notice of such action to the unit owners.

Section 6.7 Installment Payment Plan: The Board of Directors may provide an installment payment plan for the payment of assessments. Such installment payment plan shall bear relationship to the needs of the Association to pay common expenses so it is not necessary for the Association to borrow funds for such purposes. It is anticipated that a monthly payment plan shall be put into effect as to Building 1 in Phase I.

Section 6.8 Declarant Adjustment of Annual Assessment: Declarant understands that during the several early phases of construction it may be difficult to ascertain or predict the annual assessment which will apply to any particular unit for a complete year and, therefore, annual assessments may be estimated by the Declarant based upon the Declarant's estimate of units which will be subject to assessment as provided herein during the assessment year. It is further possible that this estimate may change, thereby making the estimate for subsequent unit owners either more or less than the estimate for unit owners subject to assessment at an earlier date. As provided herein and as may otherwise be provided, adjustments may be made on an equitable basis.

Section 6.9 Disposition of Excess Assessments: In the event the Board of Directors determines that excessive assessments have been made or assessed to the unit owners, the Board of Directors may repay those excessive assessments or credit all or a portion of excessive assessments to the next annual assessment to those unit owners whose payments have created such excess. Excessive assessments would be those assessments collected or due for which there are no existing or projected common expenses within a one-year period, necessitating the payment of such funds or for which no specific contingency exists. The Board of Directors may make such repayments in their discretion, with due regard for past payment patterns and future needs.

Section 6.10 Certification of Status of Assessments: The Association shall furnish, upon request of a unit owner or such other persons who have a bona fide interest in the status of such assessments, a Certificate signed by an officer (other than an owner of the unit for which requested) of the Association certifying the amount of unpaid or excess assessments on each specific unit on a specified date.

Section 6.11 Remedies of Association for Non-Payment of Assessments: In addition to the right of the Association to foreclose a lien for non-payment of assessments due and owing, an action at law against the owner(s) personally obligated to pay same may be brought by the Association. No owner may waive or otherwise escape liability for the payment of assessments by non-use of any of the common elements or by abandonment of his, her or its units.

Section 6.12 Priority of Lien: A lien for assessment shall be prior to all other liens except (a) liens of general and special taxes, (b) all sums unpaid on a first mortgage recorded prior to the making of such assessments, and (c) mechanics' (construction) liens prior to the making of such assessments, as provided in Section 703.16 of the Wisconsin Statutes.

ARTICLE VII.

DAMAGE AND DESTRUCTION OF PROPERTY

Section 7.1 Repair and Reconstruction After Damage: In the event of any damage to or destruction of the property of the condominium as a result of fire or other casualty, and the damage is less than a total loss to all of the constructed common elements of the condominium property, repairs shall promptly be undertaken by the Association to reconstruct the property to a condition comparable and compatible with the remainder of the condominium not so damaged. Any cost of repair or reconstruction in excess of the available insurance proceeds shall be a common expense.

Section 7.2 Total Loss or Loss in Excess of Insurance Proceeds: In the event the common elements of the condominium are damaged to an extent that the damage exceeds available insurance proceeds by Fifty Thousand Dollars (\$50,000.00) or more, or all the condominium property is damaged to the extent that it is a total loss for insurance purposes, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having seventy-five percent (75%) or more of the votes. In the case of partition, the net proceeds of sale together with the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements and shall be distributed in accordance with the priority of interests in each unit.

Section 7.3 Incidental Damage: For the purpose of this Declaration, any damage to condominium property from whatever source, whether covered by insurance or not, that does not exceed Ten Thousand Dollars (\$10,000.00), shall be considered

incidental damage and shall be repaired as is necessary subject to the provisions of this Declaration and the By-Laws of the Association concerning maintenance and keeping of the grounds and buildings by the Association.

ARTICLE VIII.

ARCHITECTURAL CONTROL

Section 8.1 Architectural Control During Construction of the Condominium Property: The Declarant shall have architectural control during construction of the buildings and units upon the condominium property as provided for herein, but Declarant shall construct all the buildings upon the condominium property so that each is architecturally compatible to the other and that all are architecturally compatible to the development as a whole. The developer, however, shall not be specifically limited as to its choice of materials, building shape and size, and exterior decoration, except as specifically limited in this Declaration. No Board of Directors' approval shall be necessary under this paragraph.

Section 8.2 Architectural Control After Completion of Construction: No building, fence, wall or other structure (except those contemplated in this original Declaration, the original plans and the original plat) shall be commenced, erected or maintained upon the condominium property, nor shall any addition, change or alteration be made to or on the building exteriors, until the plans and specifications showing the nature, kind, shape, height, materials, color and location thereof shall have been submitted to and approved by the Board of Directors of the Association. In the event the Board of Directors fails to disapprove such plans and specifications within thirty (30) days of their submission, such plans and specifications shall be deemed to have been approved.

ARTICLE IX.

MAINTENANCE AND REPAIR

Section 9.1 Ordinary Maintenance and Repair: The unit owners shall be responsible for all maintenance and repair to the unit owner's unit and shall additionally be responsible for the replacement of any glass in windows or doors that may adjoin his unit even though said windows and doors might otherwise be considered condominium property. In addition, each unit owner shall be responsible for all uninsured damages to any other unit or the common or limited common elements and facilities resulting from misconduct, negligence or misuse on the part of said unit owner, the occupants of his unit or his invitees.

Section 9.2 Maintenance and Repairs to Common Elements: All maintenance

and repairs and replacements as provided herein affecting the common and limited common elements, whether located inside or outside the building, or the units (unless necessitated by the negligence, misuse or neglect of the unit owner, in which case said expense shall be charged to said unit owner) shall be made by the Board of Directors and shall be charged to all unit owners as a common expense as set forth herein.

Section 9.3 Damage to Value: Damaged referred to in this Article caused or necessitated by negligence, misuse, misconduct or neglect on the part of the unit owner may include damage to the value of the condominium property or the unit owner's property.

Section 9.4 Damage During Construction: Declarant (Developer) shall bear the responsibility of maintenance and repair as to any building (unit) under construction for which an occupancy permit has not yet been issued by the responsible municipality and to which the annual assessments do not yet apply.

ARTICLE X.

USE RESTRICTIONS

Section 10.1 Residential Use: Each unit is intended for and its use shall be restricted to a single family residence only. Special rules relating to occupancy are set forth in detail in the By-Laws of the Association and may be further set forth in any rules established by the Association as are permitted by said By-Laws.

Section 10.2 Nuisances: No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the property by its residents.

Section 10.3 Signs: No signs of any kind shall be displayed to public view on the condominium property except those approved and authorized in advance by the Board of Directors of the Association.

Section 10.4 Additional Rules and Regulations: In addition to the foregoing, the Association may from time to time adopt reasonable rules and regulations pursuant to the By-Laws of the Association which regulations impose additional use restrictions on the condominium property, including but not limited to restrictions relating to the keeping of pets upon the condominium property and the placement of furniture or other items within the limited common or common elements.

ARTICLE XI.INSURANCE

Section 11.1 Property Insurance: The Board of Directors shall be required to obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, or other appropriate insurance coverage, insuring all condominium property, but not including furniture, furnishings, personal property or improvements to the unit only owned by unit owners or located in units. Such insurance shall cover the property and shall name as insureds the Association, the Board of Directors, the unit owners and their mortgagees as their interest may appear and such insurance shall be in an amount equal to the full replacement value of the buildings without deduction for depreciation.

Section 11.2 Payment of Insurance Proceeds: Each policy shall provide that proceeds shall be payable to the Board of Directors or an insurance trustee as may be provided for in the By-Laws of the Association in trust for all unit owners and their mortgagees as their interest may appear.

Section 11.3 Policy Requirements: All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least 30 days prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

Section 11.4 Public Liability Insurance: The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall

review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be at least One Million Dollars (\$1,000,000.00) per person and Three Million Dollars (\$3,000,000.00) per occurrence, covering all claims for bodily injury or property damage. Such insurance shall provide liability coverage for all common and limited common elements as set forth herein in the Exhibits hereto.

Section 11.5 Additional Insurance: Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carrier's insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors. Each unit owner is responsible for obtaining such liability insurance as is necessary to insure his interest and liability for damages arising from the use and occupancy of his premises as may be made by third parties and is further responsible for obtaining such property insurance as may be necessary to insure his interest in personal or other property within the project.

Section 11.6 Declarant (Developer) shall maintain and provide property and liability insurance on condominium property until such time as the condominium property is subject to the annual assessment as provided herein.

ARTICLE XII.

GENERAL PROVISIONS

Section 12.1 Covenants and Enforcements: All of the requirements imposed upon the rights conferred upon the owners of the condominium property by this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements which shall run with and bind the property submitted to condominium ownership until removed from the provisions of the Condominium Ownership Act of Wisconsin, and shall be binding upon and inure to the benefit of such property and all present and future parties having any legal or equitable right, title or interest therein, their respective heirs, personal representatives, assignees and successors. The Association and/or any owner shall have the right to enforce all such covenants, conditions, restrictions or easements now or thereafter imposed by this Declaration and the By-Laws and the rules and regulations of the Association by

any proceeding at law or in equity. Failure to proceed with such enforcement shall not be deemed or constitute a waiver of the right to therefore enforce the original or any subsequent violation.

Section 12.2 Additional Rights of Mortgage Holders: The holder of any mortgage of any unit or units which has notified the Association in writing delivered or mailed by Certified Mail to the place of service of process stated herein, shall have the right to receive written notice by mail of the call of any meeting of the membership of the Board of Directors of the Association to be held for the purposes considering any proposed amendment to this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association. Further, the Board of Directors of the Association shall give, if also requested as provided herein, a notice of any default of any unit owner as to any of the provisions of this Declaration, the Articles and the By-Laws thereunder, simultaneously with giving the required notice to any unit owner for such violation. For the purpose of this section, Land Contract vendors shall be considered to be mortgage holders and shall have the same rights of notice as provided herein. Further, if requested, the Board of Directors shall give notice in writing to any mortgage holder of any damage in excess of Ten Thousand Dollars (\$10,000.00) to the condominium property in the event of a casualty loss.

Section 12.3 Amendment of Declaration: This Declaration may be amended solely in order to correct any errors or omissions herein by written consent of the owners of seventy-five percent (75%) of the percentage interest in the common elements of the condominium and written consent of the holders of mortgages on units comprising or representing seventy-five percent (75%) of the percentage interest in the common elements of the condominium, provided, however, that Section 703.13(4) of the Wisconsin Condominium Ownership Act shall apply to any change or alteration in the percentage of ownership in the common or limited common elements, which requires all owners to join in such change, and further provided that any amendment comply with Section 12.2 above relating to the rights of mortgage holders. For the purpose of this section, it shall be assumed that each unit is mortgaged to determine the percentage of consents necessary as to mortgage holders. As to any unit that has been constructed and which Declarant owns, the normal determination of the vote of such unit owner shall be determined as set forth herein above for determination of voting rights as to unit owners. For the purpose of this subsection a Land Contract vendor shall be considered a mortgage holder.

Section 12.4 Termination of Condominium Plan: This condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Condominium Ownership Act.

Section 12.5 Other Assessments: Should any local government unit levy an assessment for public improvements against any part of the condominium property, such assessment shall be paid by the Association as a common expense, and the share thereof allocated to each unit as provided in this Declaration shall be an assessment against each unit.

Section 12.6 Nondiscrimination: Declarant shall not discriminate against any person or persons because of race, color, religion, sex or national origin or other reasons as may be prohibited by law, nor shall this Declaration, the By-Laws of the Association or any rules thereunder, so discriminate. This section shall be for the benefit of all prospective or actual owners of an interest in this Project.

Section 12.7 Determination of Square Footage: The square footage of a unit or the square footage of the living area of a unit shall be designated by the Developer and/or the Association for each unit in the Project and shall be that square footage contained either by the interior walls of the unit or the interior walls of the living area of the unit as the case may be.

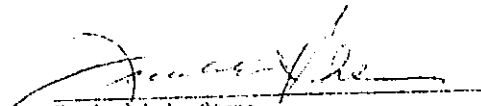
Section 12.8 Service of Process: The person to receive service of process upon the Association shall be Frederick L. Stone, 927-A Plaza 8, Sheboygan, Wisconsin 53081. The member of the Association may from time to time designate a successor to receive service or process, which shall be effected by compliance with statutory provisions of the State of Wisconsin therefor.

Section 12.9 Warranty by Declarant: The land described in Section 0.4 of this Declaration, together with the building located thereon, which land and building are collectively referred to as Phase I of the Project, and the land on which Windepoint Court is constructed, are free and clear of all mortgages and other encumbrances except contractor lien rights and accruing 1982 real estate taxes on the date set forth herein below. Declarant shall be at liberty to mortgage or otherwise encumber Units A, B, and D in Phase I.

Section 12.10 Severability: In the event one or more of the covenants, conditions, restrictions or easements contained in this Declaration is declared

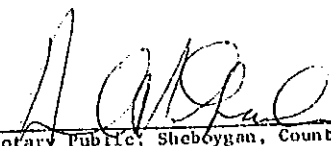
invalid, such invalid provision shall in no way affect any other provision of this Declaration which shall remain in full force and effect.

Dated this 8th day of October, 1982.


Frederick L. Stone

STATE OF WISCONSIN)
) S.S.
SHEBOYGAN COUNTY)

Personally came before me this 8th day of October, 1982,
the above named Frederick L. Stone, to me known to be the person who executed the
foregoing instrument and acknowledged the same.


Notary Public, Sheboygan, County, Wisconsin
My Commission Expires: is permanent.

This Instrument was Drafted by:

Chase, Olsen, Kloet & Gunderson
By: Attorney John N. Gunderson

A part of the NW1/4 of the NW1/4 of Section 16, T. 15N., R. 23E.,
City of Sheboygan, Sheboygan County, Wisconsin, containing 2.2588 acres
and described as:

Commencing at the Northwest Corner of said Section 16; thence S.
00°-15'-24" E., 819.85 feet along the west line of said NW1/4; thence N.
88°-41'-10" E., 50 feet to the point of beginning; thence N. 00°-15'-24" W.,
105.00 feet; thence N. 88°-42'-E., 187.46 feet; thence Northeasterly 171.31
feet along the arc of a 219.58 foot radius curve to the left, said curve
having a chord which bears N. 66°-21'-E., 106.99 feet; thence Northeasterly
124.90 feet along the arc of a 236.24 foot radius curve to the left said curve
having a chord which bears N. 31°-30'-E., 123.91 feet; thence N. 26°-01'-
E., 116.26 feet along the chord of a curved line; thence N. 61°-46'-W.,
78.36 feet along the chord of a curved line; thence N. 10°-00'-W., 95.00
feet; thence N. 33°-41'-E., 190.00 feet; thence S. 0°-15'-E., 235.00 feet;
thence S. 40°-00'-W., 126.38 feet; thence N. 50°-00'-W., 109.51 feet;
thence Southwesterly 50.33 feet along the arc of a 286.24 foot radius
curve to the right, said curve having a chord which bears S. 26°-25'-W.,
30.86 feet; thence S. 50°-00'-E., 102.26 feet; thence S. 40°-00'-W.,
210.00 feet; thence S. 88°-41'-10" W., 326.55 feet to the point of beginning.

Subject to easements of record.

-ALSO-

Commencing at the Northwest Corner of said Section 16; thence
S. 00°-15'-24" E., 289.85 feet along the west line of said NW1/4; thence
N. 88°-41'-10" E., 30.00 feet; thence S. 00°-15'-24" E., 19.79 feet to
the point of beginning; thence continuing S. 00°-15'-24" E., 355.21 feet; thence
N. 88°-42'-E., 136.54 feet; thence Northeasterly 132.30 feet along the arc
of a 169.58 foot radius curve to the left, said curve having a chord which
bears N. 66°-21'-E., 123.97 feet; thence Northeasterly 103.08 feet along
the arc of a 233.24 foot radius curve to the left, said curve having a chord
which bears N. 31°-30'-E., 102.26 feet; thence N. 00°-47'-W., 100.29 feet
along the chord of a curved line; thence S. 88°-41'-W., 120.00 feet; thence
South 120.00 feet; thence S. 33°-41'-W., 46.00 feet; thence North 240.00 feet;
thence S. 88°-41'-W., 198.38 feet to the point of beginning.

Subject to easements of record.

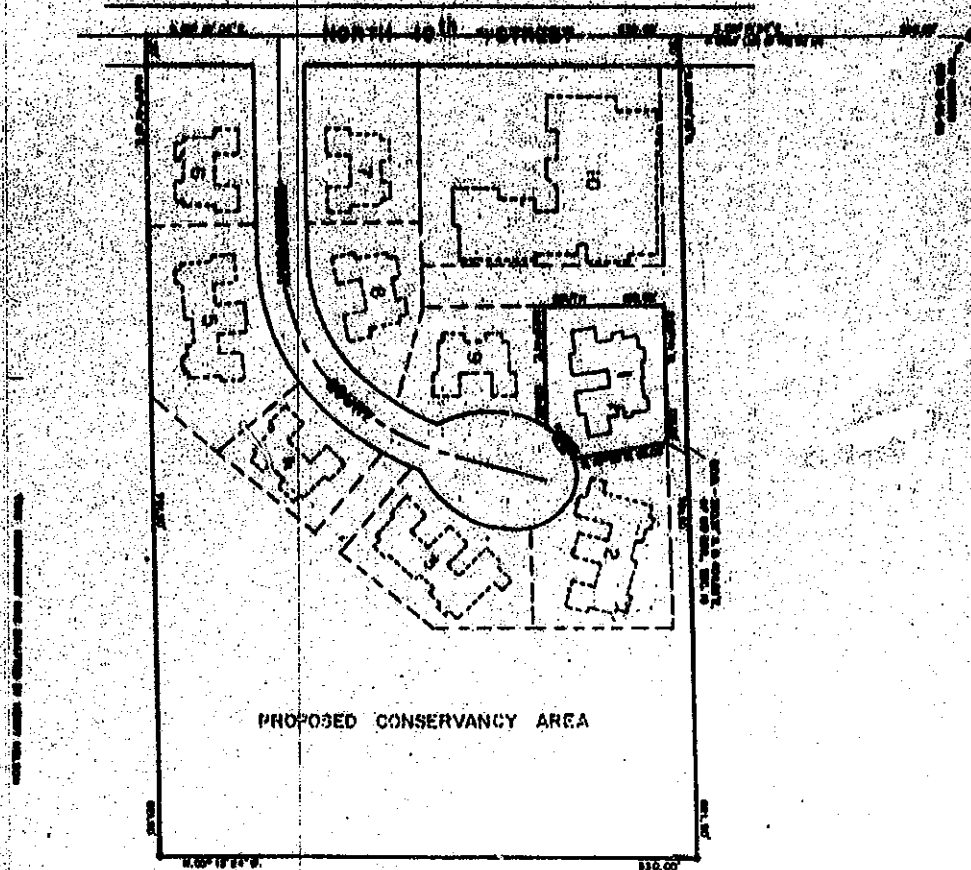
EXHIBIT "A"

A part of the NW1/4 of the NW1/4 of Section 16, T. 15N., R. 23, City of Sheboygan, Sheboygan County, Wisconsin, containing 4.0772 acres and described as:

Commencing at the Northwest Corner of said Section 16; thence S. $00^{\circ}-15'-24''$ E., 239.85 feet along the west line of said NW1/4; thence N. $88^{\circ}-41'-13''$ E., 50.36 feet to the point of beginning; thence S. $00^{\circ}-15'-24''$ E., 19.79 feet; thence N. $88^{\circ}-41'$ E., 198.38 feet; thence South 240.00 feet; thence N. $88^{\circ}-41'$ E., 40.00 feet; thence North 240.00 feet; thence N. $88^{\circ}-41'$ E., 325.00 feet; thence S. $00^{\circ}-15'$ E., 235.00 feet; thence S. $40^{\circ}-00'$ W., 126.33 feet; thence N. $50^{\circ}-00'$ W., 109.51 feet; thence S. $26^{\circ}-23'$ W., 30.66 feet; thence S. $50^{\circ}-00'$ E., 102.26 feet; thence S. $40^{\circ}-00'$ W., 216.60 feet; thence N. $88^{\circ}-41'-10''$ E., 465.35 feet; thence N. $00^{\circ}-15'-21''$ W., 550.00 feet; thence S. $88^{\circ}-41'-10''$ W. 791.00 feet to the point of beginning.

Subject to easements of record.

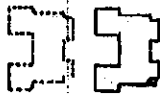
EXHIBIT "B"



- • • SECURITY CLEARANCE
- • • 100% PAY SET
- • • PROPOSED WORK UNIT



**WHITEPOINT CONDOMINIUM
PHASE I**



1. Introduction

THIS IS AN ORIGINAL FROM ONLY
IF SEAL IS IMPRINTED IN RED
Edward J. McNamee
July 7, 1962



EXHIBIT "C"

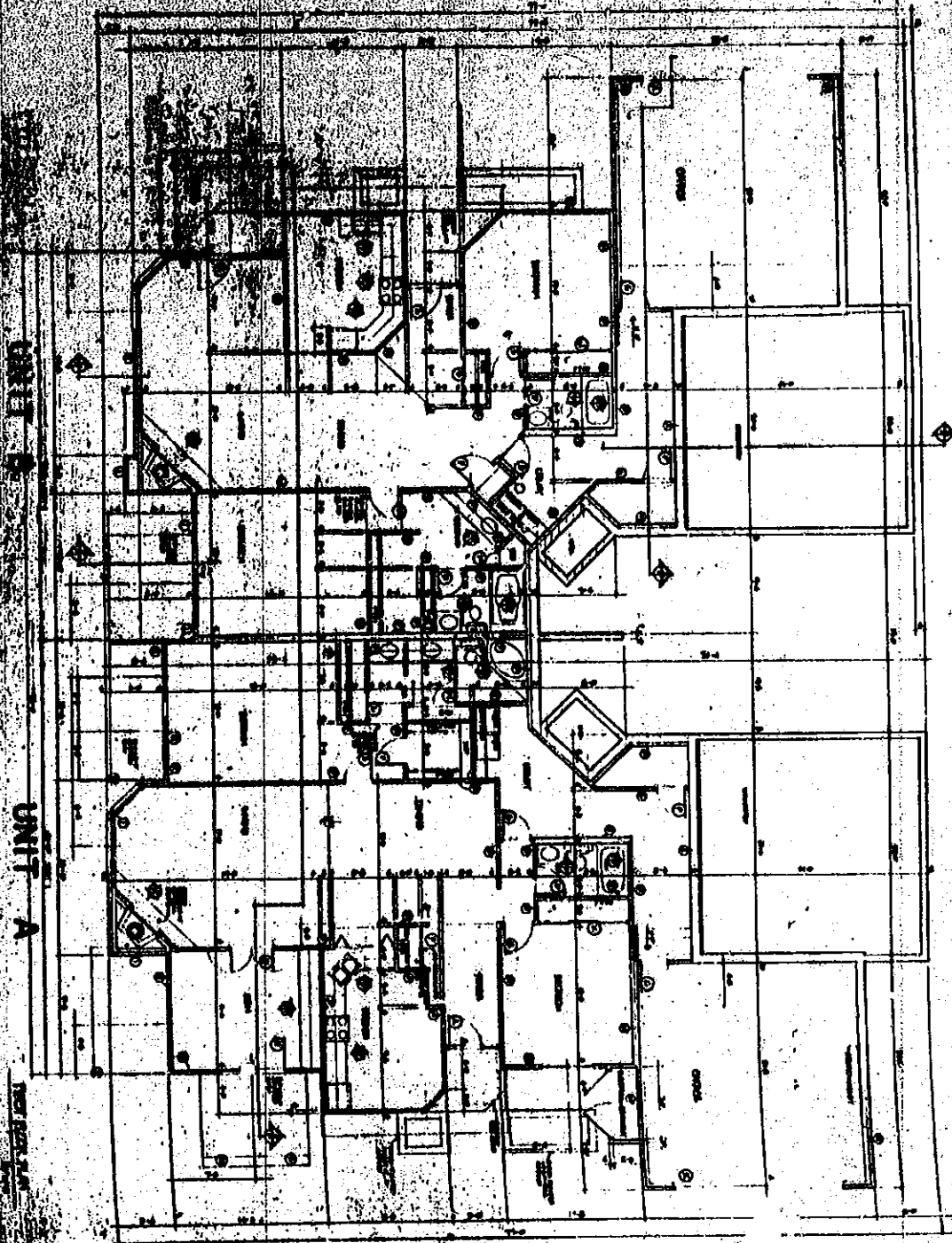


EXHIBIT "D"

