

**THE WOODLANDS OF KOHLER, WISCONSIN CONDOMINIUM  
KOHLER, WISCONSIN**

**DISCLOSURE MATERIALS**

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONDUCT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

## INDEX

In compliance with disclosure requirements of the Wisconsin Condominium Law, this book is provided to each prospective purchaser of a Unit in The Woodlands of Kohler, Wisconsin Condominium (a Condominium) and contains the following documents and exhibits:

1. **EXECUTIVE SUMMARY.** The Executive Summary highlights for a buyer of a unit essential information regarding the condominium. The executive summary is set forth at Tab A.
2. **DECLARATION.** The Declaration establishes and describes the condominium, the units, and the common areas constituting Phase I of The Woodlands of Kohler, Wisconsin Condominium. The Declaration is set forth at Tab B.
3. **ARTICLES OF INCORPORATION.** The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation is set forth at Tab C.
4. **BY-LAWS.** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws is set forth at Tab D.
5. **ANNUAL OPERATING BUDGET.** The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget is set forth at Tab E.
6. **MANAGEMENT OR EMPLOYMENT CONTRACTS.** Certain services may be provided to the condominium through contracts with individuals or private firms. There are no management or employment contracts. The association may from time to time enter into agreements for certain services. Copies of any such agreements are available for review upon request of the Association.
7. **LEASES.** Units in condominiums may be sold subject to one or more leases of property or facilities which are not a part of the condominium. There are no such leases to date involving The Woodlands of Kohler, Wisconsin Condominium. Units may be rented in accordance with the Declaration and subject to applicable municipal ordinances and rules & regulations established by the Board of Directors from time to time.
8. **EXPANSION PLANS.** The Declarant has not reserved the right to expand the condominium in the future.
9. **FLOOR PLAN AND MAP.** The Declarant has provided floor plans of the units being offered for sale and a map of the condominium which shows the location of the units and all facilities and common areas which are part of the condominium. The floor plans and maps are contained in the exhibits which begin as set forth at Tab F.
10. **ASSOCIATION LIEN FOR ASSESSMENTS.** A copy of form to be used by the Association in the event it files a lien for assessments is attached at Tab G.
11. **RULES AND REGULATIONS OF THE ASSOCIATION.** No Rules and Regulations of the Association have been adopted by the Board of Directors at this time.

**TAB A**

**The Woodlands of Kohler, Wisconsin Condominium  
Executive Summary**

1. Condominium Identification. The name of the condominium is The Woodlands of Kohler, Wisconsin Condominium.
2. Expansion Plans. The Declarant has no plans to expand the condominium in the future.
3. Governance. The Association is currently self-managed and has not hired or retained management at this time. Questions regarding the management of the Association should be directed to the members of the Board of Directors of the Association or an officer designated by the Board of Directors.
4. Special Amenities. There are no special amenities located within the common elements of the condominium.
5. Maintenance and Repair of Units and Limited Common Elements. A description of a Unit Owner's responsibility for repair and maintenance of the owner's Unit and the Limited Common Elements assigned to that Unit is set forth in Section 11 of the Declaration.
6. Maintenance, Repair, and Replacement of Common Elements and Limited Common Elements. The description of the maintenance, repair, and replacement of Common Elements is more specifically described in Section 11 of the Declaration and Article VII of the By-Laws. Repairs and replacements will be initially funded from unit owner assessments. The Association may establish reserve funds for purposes of funding repairs and replacements which are either capital improvements or of significant cost and expense.
7. Rental of Units. The Unit owners may rent their units, subject to use limitations specified in Section 9 of the Declaration.
8. Unit Alterations. The rules, restrictions, or procedures governing a unit owner's authority to alter the unit or use limited common elements are described in the Declaration and the By-Laws.
9. Parking. Parking is available in the indicated parking areas. Parking is without any additional fee.
10. Pets. Pets shall be allowed subject to reasonable restrictions as determined by the Association.
11. Statutory Reserve Account. The Declarant has not established a Statutory Reserve Account for future expenditures relating to repair and replacement of the common elements of the condominium, and has filed a Statutory Reserve Account Statement in the Office of the Register of Deeds for Sheboygan County, Wisconsin, a copy of which is set forth at this Tab A as page A-3. Non-routine maintenance and replacement of common elements will be by assessment as determined by the Association as set forth in Section 15 of the Declaration.
12. Fees on New Units. There are currently no provisions exempting the Declarant or modifying the Declarant's obligations to pay assessments on the Declarant's unsold units during the period of the Declarant's control.
13. Amendments. A unit purchaser's rights and responsibilities may be altered by an amendment to the Declaration (as described in Section 20) or the By-Laws (as described in Article IX).

14. Disclosure Material Fee. The Association may charge a fee for providing the disclosure materials as established by the Board of Directors from time to time.

ANY CHANGE MADE BY THE DECLARANT OR THE ASSOCIATION TO THE DISCLOSURE MATERIALS CONTAINED IN THIS EXECUTIVE SUMMARY, OR THOSE MATTERS REFERENCED IN THE EXECUTIVE SUMMARY, SHALL REQUIRE A REVISION OF THE EXECUTIVE SUMMARY BY THE DECLARANT OR THE ASSOCIATION, WHICHEVER IS IN CONTROL OF THE CONDOMINIUM WHEN THE CHANGE TAKES PLACE.



**TAB B**

DECLARATION OF  
CONDOMINIUM

Document Number

Document Title



DocId:8638185

Tx:4475103

2149759

SHEBOYGAN COUNTY, WI

RECORDED ON

04/28/2023 11:06 AM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #

Cashier ID: 3

PAGES: 25

Recording Area

Name and Return Address

David Gass

Rohde Dales LLP

909 N. 8<sup>th</sup> St., Suite 100

Sheboygan, WI 53081

See list below legal description

Parcel Identification Number (PIN)

Legal Description:

Lot 1 of Certified Survey Map recorded with the Sheboygan County Register of Deeds on August 30, 2022 as Document Number 2141021, consisting of a redivision to combine Lots 1 through 6 of the Clearings – Phase 1, being part of the Northeast ¼ of the Northwest ¼ of Section 30, Township 15 North, Range 23 East, Village of Kohler, Sheboygan County, Wisconsin.

Parcel Nos.:

59141691001

FOR EXHIBIT SEE  
VOL. 15 PAGES 59-63  
DOC# 2149758

59141691002

59141691003

59141691004

59141691005

59141691006

Document Drafted By:

David Gass

Rohde Dales LLP

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**CONDOMINIUM DECLARATION OF CONDITIONS,  
COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
THE WOODLANDS OF KOHLER, WISCONSIN CONDOMINIUM**

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**CONDOMINIUM DECLARATION**  
**OF**  
**CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**THE WOODLANDS OF KOHLER, WISCONSIN CONDOMINIUM**

**THIS DECLARATION IS MADE PURSUANT TO THE Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 11<sup>th</sup> day of April, 2023, by Woodlands Kohler Wisconsin LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").**

**1. STATEMENT OF DECLARATION**

The purpose of this Declaration is to submit the lands located in the Village of Kohler, Wisconsin hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2 hereof, except as to easement areas specified therein, together with all buildings and improvements thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

**2. LEGAL DESCRIPTION AND EASEMENTS.**

The following described real estate, also described in the Condominium Plat attached hereto as Exhibit A, is hereby subjected to the provisions of this Declaration:

Lot 1 of Certified Survey Map recorded with the Sheboygan County Register of Deeds on August 30, 2022, as Document Number 2141021, consisting of a redivision to combine Lots 1 through 6 of the Clearings – Phase 1, being part of the Northeast ¼ of the Northwest ¼ of Section 30, Township 15 North, Range 23 East, Village of Kohler, Sheboygan County, Wisconsin.

**3. NAME.**

The aforesaid real estate and all buildings and improvement thereon and thereto shall be known as The Woodlands of Kohler, Wisconsin Condominium ("The Woodlands").

**4 DESCRIPTION AND LOCATION OF BUILDINGS.**

There shall be eight (8) main buildings in The Woodlands as shown in the Condominium Plat attached hereto as Exhibit A, each of which buildings shall contain two (2) Units. The construction details of the various buildings constructed or to be constructed upon the Property may vary; the buildings will

generally be multi-level, have a full basement, and be constructed principally as a wood frame building with wood siding exterior with roofs covered with asphalt composition roofing shingles. A garage constituting a part of the Unit and providing two (2) indoor parking space for each Unit shall be of similar construction. The building and garage are to be located on the real estate as indicated in the Condominium Plat marked Exhibit A attached hereto and made a part of this Declaration. The building and Units are more fully described in the building and floor plans attached hereto as Exhibit B and made a part hereof. Declarant reserves the right to change the layout, location, dimensions and construction details of the building, Units and common areas shown on Exhibits A and B which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the building and Units. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the layout, location, Unit numbers and dimensions of the building and Units as finally located and erected.

## **5 DEFINITION AND IDENTIFICATION OF UNITS.**

**5.1 Definition.** A Unit is that part of the Condominium intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors in a building, having boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the Units, including the basement area within a Unit and the garage, as said boundaries are shown on the building and floor plans attached hereto as Exhibit B, together with all fixtures and improvements therein contained.

**5.2 Identification.** The Units are designed by street number and by identifying Unit numbers; the various Units and their respective designations and locations are all as set forth on Exhibits A and B attached hereto. The approximate area of each Unit, number of rooms, immediate common elements to which the Units have access and further details identifying and describing the Units are as set forth in Exhibits A and B attached hereto.

**5.3 Ownership.** The Unit Owner shall mean and refer to the person, combination of persons, partnership or corporation who holds legal title to a Condominium Unit or has equitable ownership as a land contract vendee.

## **6. COMMON ELEMENTS AND FACILITIES.**

**6.1 Description.** The common elements and facilities shall consist of all of The Woodlands, improvements and appurtenances, except the individual Units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the buildings are located; building exteriors, perimeter and bearing walls, floors, and ceilings (except the interior surfaces thereof, which form the outer boundaries of a Unit); roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; water and sewer laterals; outside walls; girders, beams and supports; and the roads, walks, driveways, outdoor parking areas, and landscaping comprising the Condominium Property.

**6.2 Easements.** Each Unit Owner shall have a valid, exclusive easement to the space between the interior and exterior walls and to the center of the common walls with adjoining Units for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the buildings or the soundproofing of common walls between the Units, and provided further that the common elements and facilities be restored to their

former condition by the Unit Owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements of Units.

## **7. LIMITED COMMON ELEMENTS.**

**7.1 Description.** A portion of the common elements and facilities are designated as "Limited Common Elements," as shown on Exhibit B. Such Limited Common Elements shall be reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units in the Condominium. Such Limited Common Elements consist of the balconies, patios, porches, decks, attics, Unit entrance areas, and such other Limited Common Elements as may be identified on Exhibit B.

**7.2 Parking.** Two (2) indoor parking spaces, constituting a Limited Common Element shall be assigned and designated for the exclusive use of each Unit, as shown on Exhibit B.

**7.3 Use.** The manner of use of the Limited Common Elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall alter, remove, repair, decorate, landscape or adorn any limited common area, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

## **8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.**

Each Unit Owner shall own an undivided interest in the common elements and facilities and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and Limited Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his Unit.

The percentage of such undivided interest in the common elements and facilities and Limited Common Elements relating to each Unit and its owner for all purposes, including proportionate payments of common expenses, shall be determined by a fraction the numerator of which is one and the denominator is the number of total Units constructed and available for occupancy. As buildings are constructed pursuant to this Declaration, the percentage of such ownership of the common elements and facilities and Limited Common Elements shall be subject to change and adjustment as additional Units are available for occupancy.

## **9. RESIDENTIAL PURPOSE.**

All buildings and the Units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the By-Laws of the Association. Unit Owners shall be permitted to rent a Unit subject to applicable municipal ordinances and rules & regulations established by the Board of Directors from time to time. No unlawful use may be made of the Units and Unit Owners shall strictly comply with all laws, orders, rules and regulations of all government agencies having jurisdiction.

## 10. ASSOCIATION OF UNIT OWNERS.

**10.1 Membership, Duties and Obligations.** All Unit Owners shall be entitled and required to be a member of an association of Unit Owners to be known as The Woodlands Condominium, Inc. (hereinafter, the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and Limited Common Elements. Such Association may be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

**10.2 Voting Rights.** Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each Unit; if title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. The vote pertaining to the Unit may be shared pro rata among the owners, but unanimous agreement is conclusively presumed if any one of them purports to cast the one vote without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary stating that thereafter votes must be cast pro rata. The respective rights, qualifications and obligations of the members shall be set forth in the By-Laws of the Association.

**10.3 Declarant Control.** Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant, or (b) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a Condominium Unit in The Woodlands shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

**10.4 Association Personnel.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for common services or utilities as may be required for each Unit.

## 11. REPAIRS AND MAINTENANCE.

**11.1 Individual Units.** Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures, and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, doors and windows (including replacement of broken glass), screens and screening, lighting fixtures, refrigerators, heating and air conditioning equipment, including appurtenant compressor and equipment, dishwashers, disposals, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit.

**11.2 Common Elements and Facilities.** The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged and specially assessed to such Unit Owner). Without in any way limiting the foregoing, this shall include all painting, repair and maintenance of building and garage exteriors, walls and roofs, maintenance and repair of walks, drives and access roads, and maintenance and repair of all lawns, landscaping and recreational areas.

**11.3 Limited Common Elements.** Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit, as defined in Section 8 hereof and as described in Exhibit B, in a good, clean, sanitary, and attractive condition.

**11.4 Prohibition Against Structural Changes by Owner.** A Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his Unit, or in or to the exterior of any building or any common or Limited Common Elements and facilities. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of any building, or the safety of the Property, or impair any easement or hereditament, without the prior written consent of the Association.

**11.5 Entry for Repairs.** The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units.

## **12. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.**

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

## **13. DESTRUCTION AND RECONSTRUCTION.**

In the event of a partial or total destruction of a building or buildings, or any other part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built so as to be compatible with the remainder of the Condominium, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote of at least seventy-five percent (75%) of the total number of members of the Association entitled to vote, it is determined not to rebuild or repair. In such event, the provisions of Section 703.18 of the Wisconsin Statutes shall be applicable.

On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage

or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 14 hereof. The Association shall have the right to levy assessments as a common expense against all Unit Owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or construction.

#### **14. INSURANCE.**

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any other common elements and any portion thereof in an amount equal to the replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgages as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interests may appear, in manner provided by the Act.

If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his own expense, to provide any additional insurance coverage on his improvements which will not duplicate any insurance provided by the Association of Unit Owners.

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the Limited Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees and in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

#### **15. LIABILITY FOR COMMON EXPENSES.**

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities and Limited Common Elements, including common services provided to the Unit Owners such as trash removal, snow removal, and repair of walks and drives plus an overhead cost equal to 10% of the total of all of the foregoing, shall be paid for by the Association. The

Association shall make assessments against the Unit Owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the common and Limited Common Elements and facilities relating to each Unit, in the manner provided in the By-Laws of the Association. No Unit Owner may exempt himself or his Unit ownership from liability for his contribution toward the common expenses by waiver of the use of enjoyment of any of the common or Limited Common Elements and facilities or by abandonment of his Unit; and no conveyance shall relieve the Unit Owner-grantor or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his Unit have been paid.

All assessments, when due, together with interest on them and actual costs of collection, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid monthly, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure by the Association.

**16. PARTITION OF COMMON ELEMENTS PROHIBITED.**

There shall be no partition of the common elements and facilities and Limited Common Elements through judicial proceedings or otherwise, except as provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided or separated.

**17. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.**

The percentage of the undivided interest in the common and Limited Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the common and Limited Common Elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

**18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.**

**18.1 Utilities.** Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common areas and facilities, to service the Condominium Property or any annexation thereto. The attached Condominium Plat identifies certain utility easements. In particular, a 15' utility easement on

the eastern side of the Condominium Property contains a landscape buffer. If this landscape buffer is disturbed by a utility provider, the Association will be responsible for restoration of the landscape buffer. If it is disturbed by a Unit Owner and not restored to its pre-existing condition, the Association will be responsible for restoration of the landscape buffer and will be entitled to assess the responsible Unit Owner for the same.

**18.2 Encroachments.** In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the common elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing and Unit and common element boundaries shall be provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the common elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful conduct of said owner or owners.

**18.3 Binding Effect.** All easements and rights described in this Section 18 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

**19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.**

The failure of the Association to insist, in, any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

**20. AMENDMENTS TO DECLARATION.**

Except as otherwise provided by the Act or this Declaration, this Declaration may be amended by the agreement of the Unit Owners having at least seventy-five percent (75%) of the votes in the Association. Each Unit Owner whose Unit is subject to a mortgage shall first obtain his mortgagee's written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors of the Association. The failure of any Unit Owner or mortgagee to respond to any notice of a proposed amendment within thirty (30) days after the notice is delivered to it, shall be deemed implied consent by the Unit Owner or the mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with return receipt requested. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the Office of the Register of Deeds of Sheboygan County, Wisconsin

and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at his address as stated on the membership roster. So long as Declarant owns one or more Units, this Declaration shall not be amended in any manner which would prevent or unreasonably interfere with the sale, lease or other disposition of such Units.

**21. NOTICES:**

All notices and other documents required to be given to a Unit Owner by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as on file with him.

**22. SERVICE OF PROCESS.**

The person to receive service of process shall be David Gass, Rohde Dales LLP, 909 N. 8<sup>th</sup> St., Suite 100, Sheboygan, WI 53081, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State for the State of Wisconsin.

**23. NUMBER AND GENDER.**

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

**24. CAPTIONS.**

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions hereof.

**25. SEVERABILITY.**

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

**26. RIGHTS OF MORTGAGE HOLDER**

**26.1 Separate Mortgages of Units.** No Unit Owner shall have the right or authority to mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to mortgage or encumber his own Unit subject to the Condominium Documents.

**26.2 Mortgagees.** When a mortgage is delivered by a Unit Owner to the mortgagee, the Unit Owner shall simultaneously notify, in writing, the Association of the name and address of such mortgagee. Upon receipt of such notice, the Secretary of the Association shall notify the insurer providing the insurance for the Association.

**26.3 Liens.** The liens for Assessments created under the Act or pursuant to the Declaration or the bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on any mortgage recorded prior to the making of the

assessment, including, but not limited to, the Declarant's mortgagee, and mechanic's liens filed prior to the making of the assessment.

**26.4 Restrictions on Actions of the Association.** The Association may not take any of the following actions:

**26.4.1** encumber the common elements;

**26.4.2** assign the future income of the Association, including its right to receive any assessments; or

**26.4.3** take any other action prohibited by the Condominium Documents.

No provision contained herein shall be deemed to limit the Association's power to grant any easements over the common elements to effectuate the obligations of the Association provided in, and so long as, such easements comply with the requirements of the Condominium Documents.

**26.6 Amendment to Restated Declaration.** No amendment to this Declaration shall affect the rights of a mortgagee whose interest was recorded prior to the recordation of any such amendment, except as provided in this Agreement.

## **27. ASSIGNMENT OF DECLARANT'S RIGHTS**

Declarant may assign its rights and obligations as Declarant of the Condominium under the Act, this Declaration, and the bylaws by recording an amendment to the Declaration that includes the assignment and an acceptance of the assignment that is signed by the assignee and acknowledged. Declarant may not assign less than all of its rights and obligations as Declarant.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Declarant has caused this document to be executed at Sheboygan, Wisconsin, as of the date first set forth above.

WOODLANDS KOHLER WISCONSIN  
LLC

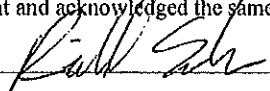
By:



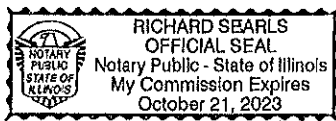
**ACKNOWLEDGMENT**

STATE OF ILLINOIS            )  
  ) ss.  
WILL COUNTY                    )

Personally came before me on APRIL 11,  
2023 the above-named JOHN SEARLS, to me  
known to be the person who executed the foregoing  
instrument and acknowledged the same.



Notary Public, WILL County, Illinois.  
My Commission (is permanent) (expires: OCT. 21, 2023)



This instrument was drafted by:  
David Gass  
Rohde Dales LLP

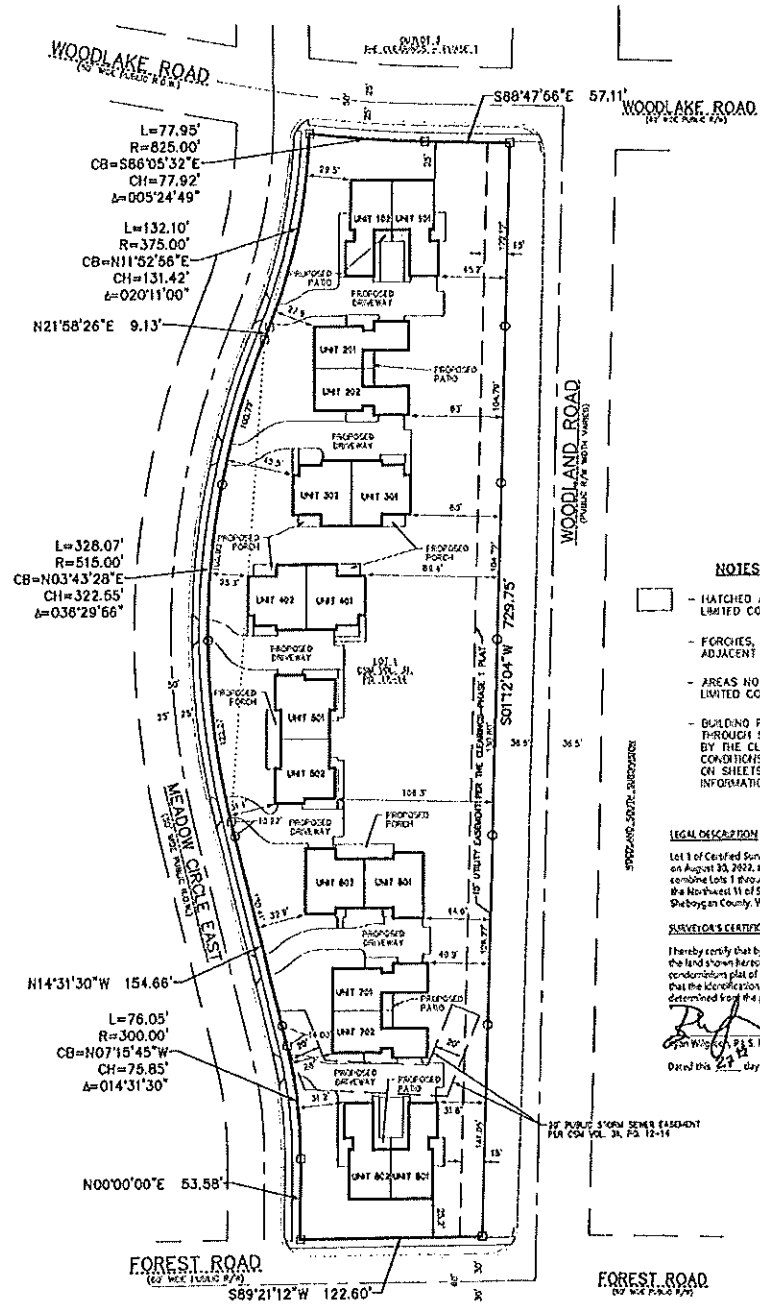
**EXHIBIT A**  
**CONDOMINIUM PLAT**

See attached.

# THE WOODLANDS OF KOHLER, WISCONSIN CONDOMINIUM

SHEBOYGAN COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP RECORDED WITH THE SHEBOYGAN COUNTY REGISTER OF DEEDS ON AUGUST 30, 2022, AS DOCUMENT NUMBER 2141021, CONSISTING OF A REDVISION TO COMBINE LOTS 1 THROUGH 6 OF THE CLEARINGS - PHASE I, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 23 EAST, VILLAGE OF KOHLER, SHEBOYGAN COUNTY, WISCONSIN.



**TOTAL AREA**  
2.728 ACRES  
118,843 SQ. FT.

**NOTES:**

- HATCHED AREA REPRESENTS AREAS OF LIMITED COMMON ELEMENTS.
- PORCHES, PATIOS, WALKWAYS AND DRIVEWAYS DIRECTLY ADJACENT TO A UNIT ARE LIMITED COMMON ELEMENTS.
- AREAS NOT RESERVED FOR A UNIT OR DESIGNATED AS A LIMITED COMMON ELEMENT ARE COMMON ELEMENTS.
- BUILDING PLANS AND DIMENSIONS SHOWN ON SHEETS 2 THROUGH 5 WERE PROVIDED TO EXCEL ENGINEERING, INC. BY THE CLIENT AND DO NOT REPRESENT AS-BUILT CONDITIONS. ALL DIMENSIONS AND UNIT AREAS SHOWN ON SHEETS 2 THROUGH 5 OF THIS PLAT ARE BASED ON INFORMATION PROVIDED TO EXCEL ENGINEERING, INC.

**LEGAL DESCRIPTION**

Lot 1 of Certified Survey Map recorded with the Sheboygan County Register of Deeds on August 30, 2022, as Document Number 2141021, consisting of a redvision to combine Lots 1 through 6 of the Clearings - Phase I, being part of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 15 North, Range 23 East, Village of Kohler, Sheboygan County, Wisconsin.

**SURVEYOR'S CERTIFICATE**

I hereby certify that by direction of the declaration, I have surveyed and mapped the lot shown hereon and that this is a true and correct representation of the condominium plat of The Woodlands of Kohler, Wisconsin Condominium and that the identification and location of each unit and common elements can be determined from this plat.

*[Signature]*  
Ryan Wilgreen, P.L.S. No. 52647  
Dated this 27th day of April, 2023.



27' PUBLIC STORM SEWER EASEMENT PER CSM VOL. 34, PG. 12-14

**LEGEND**

- - INDICATES A 3/4" REBAR FOUND
- - INDICATES A 2-3/8" REBAR FOUND

NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY. THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 30 HAS A BEARING OF SOUTH 83°-04'-09" EAST.



**DECLARANT:**  
WOODLANDS KOHLER WISCONSIN, LLC  
909 N. 8TH STREET, SUITE 100  
SHEBOYGAN, WI 53081

**SHEET 1 OF 5 SHEETS**

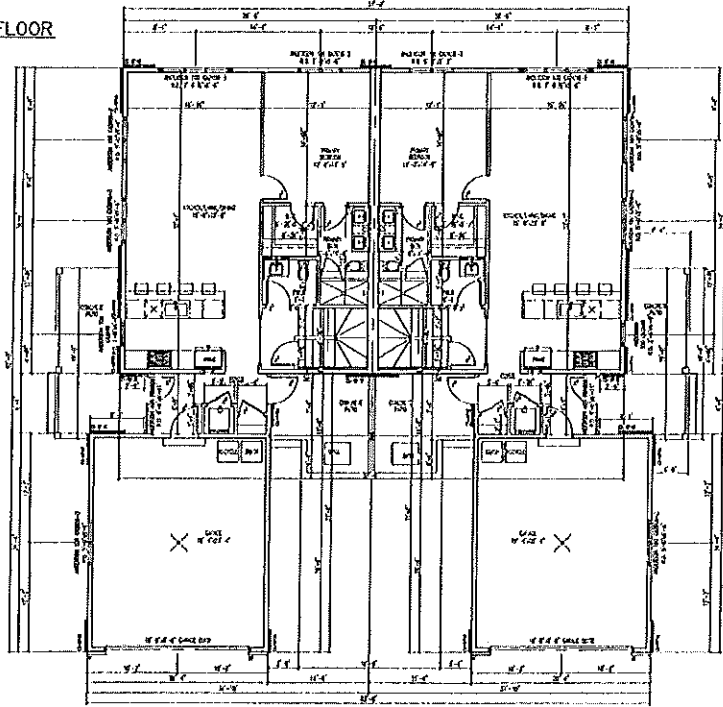
Excel  
180 Campbell Drive  
Madison, WI 53713  
Phone: (608) 533-2922  
www.EXCELENGINEERING.com  
JOB NO. 2144180

# THE WOODLANDS OF KOHLER, WISCONSIN CONDOMINIUM

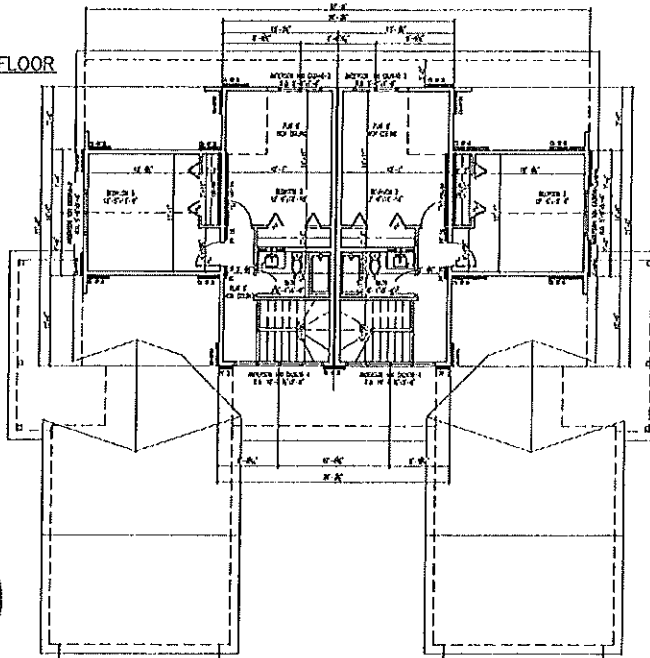
SHEBOYGAN COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP RECORDED WITH THE SHEBOYGAN COUNTY REGISTER OF DEEDS ON AUGUST 30, 2021, AS DOCUMENT NUMBER 211021, CONSISTING OF A REDVISION TO COMBINE LOTS 1 THROUGH 8 OF THE CLEARINGS - PHASE 1, BEING PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 23 EAST, VILLAGE OF KOHLER, SHEBOYGAN COUNTY, WISCONSIN.

FIRST FLOOR



SECOND FLOOR



DECLARANT:

WOODLANDS KOHLER WISCONSIN, LLC  
509 N. 8TH STREET, SUITE 100  
SHEBOYGAN, WI 53081

BUILDING TYPE A (MAPLE)  
UNITS 101, 102, 201, 202, 701, 702, 801, 802



AREAS:  
1ST FLOOR = 1,664 SQ. FT.  
2ND FLOOR = 507 SQ. FT.  
TOTAL DWG. AREA = 1,621 SQ. FT.  
GARAGE = 455 SQ. FT.

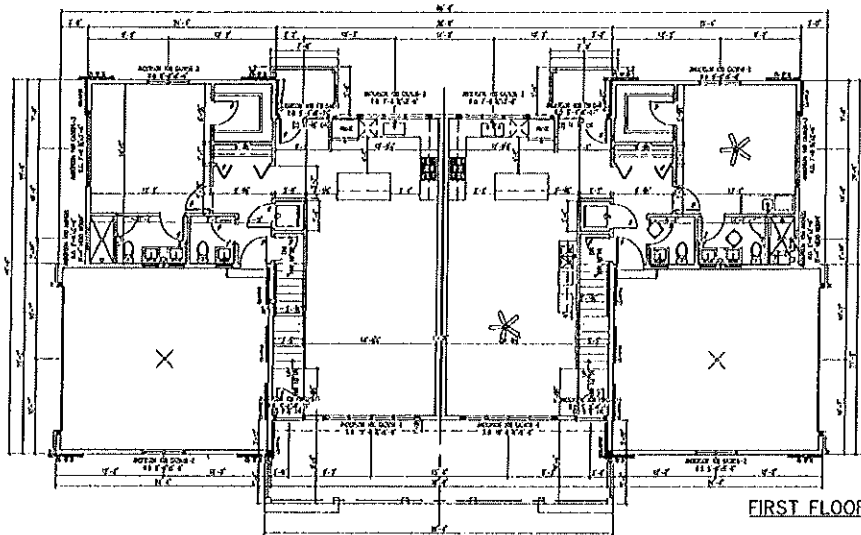
SHEET 2 OF 5 SHEETS



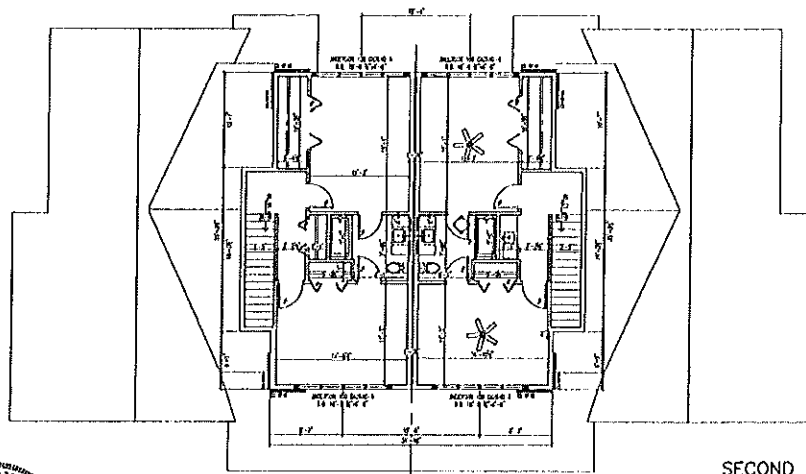
# THE WOODLANDS OF KOHLER, WISCONSIN CONDOMINIUM

SHEBOYGAN COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP RECORDED WITH THE SHEBOYGAN COUNTY REGISTER OF DEEDS ON AUGUST 30, 2022, AS DOCUMENT NUMBER 2141021, CONSISTING OF A REDVISION TO COMBINE LOTS 1 THROUGH 8 OF THE CLEARINGS - PHASE 1, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 23 EAST, VILLAGE OF KOHLER, SHEBOYGAN COUNTY, WISCONSIN.



FIRST FLOOR



SECOND FLOOR

AREAS:  
1ST FLOOR = 1,101 SQ. FT.  
2ND FLOOR = 577 SQ. FT.  
TOTAL LIVING AREA = 1,678 SQ. FT.  
GARAGE = 515 SQ. FT.

BUILDING TYPE B1 (BIRCH)  
UNITS 501, 502



DECLARANT:

WOODLANDS KOHLER WISCONSIN, LLC  
909 N. 8TH STREET, SUITE 100  
SHEBOYGAN, WI 53081

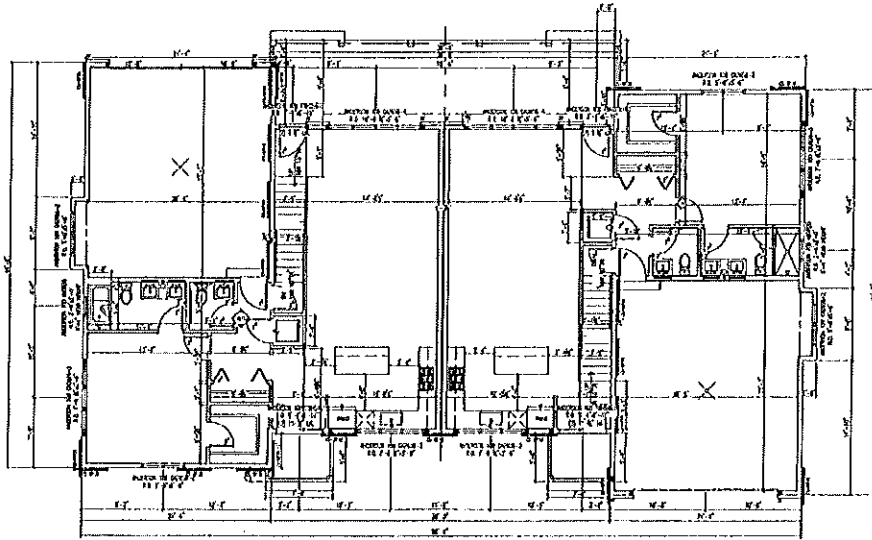
SHEET 3 OF 5 SHEETS

**EXCEL**  
280 Executive Drive  
2400 Du Sable, WI 53125  
Phone: (262) 228-1800  
www.EXCELCONCRETE.com  
JOB NO. 2119180

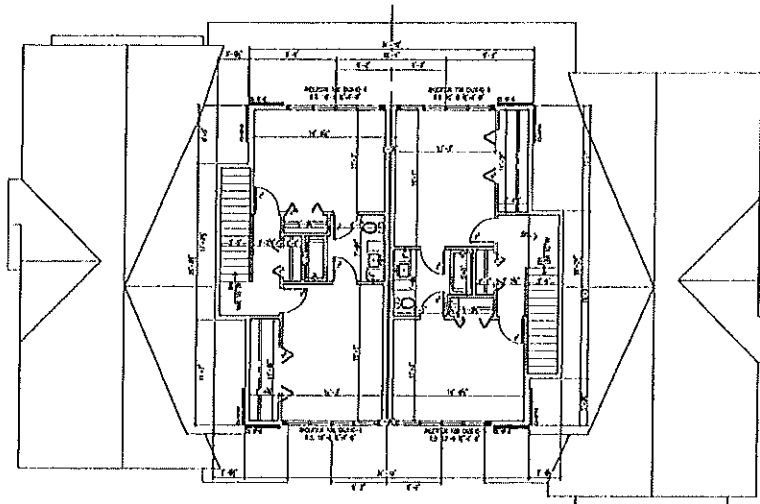
# THE WOODLANDS OF KOHLER, WISCONSIN CONDOMINIUM

SHEBOYGAN COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP RECORDED WITH THE SHEBOYGAN COUNTY REGISTER OF DEEDS ON AUGUST 30, 2023, AS DOCUMENT NUMBER 2141021, CONSISTING OF A REVISION TO COMBINE LOTS 1 THROUGH 8 OF THE CLEARINGS - PHASE 1, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 23 EAST, VILLAGE OF KOHLER, SHEBOYGAN COUNTY, WISCONSIN.



FIRST FLOOR



SECOND FLOOR

AREAS:  
1ST FLOOR = 1,101 SQ. FT.  
2ND FLOOR = 577 SQ. FT.  
TOTAL LIVING AREA = 1,678 SQ. FT.  
GARAGE = 515 SQ. FT.



DECLARANT:

WOODLANDS KOHLER WISCONSIN, LLC  
909 H 8TH STREET, SUITE 100  
SHEBOYGAN, WI 53091

BUILDING TYPE B2 (OAK)  
UNITS 601, 602



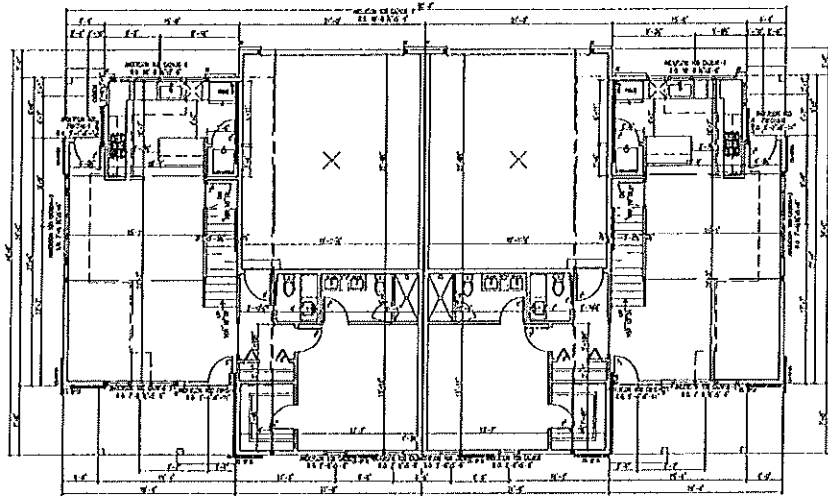
SHEET 4 OF 5 SHEETS

1300 Campbell Drive  
Fond Du Lac, WI 54633  
Phone: (920) 923-9800  
www.EXCELINCORP.com  
JOB NO. 2140180

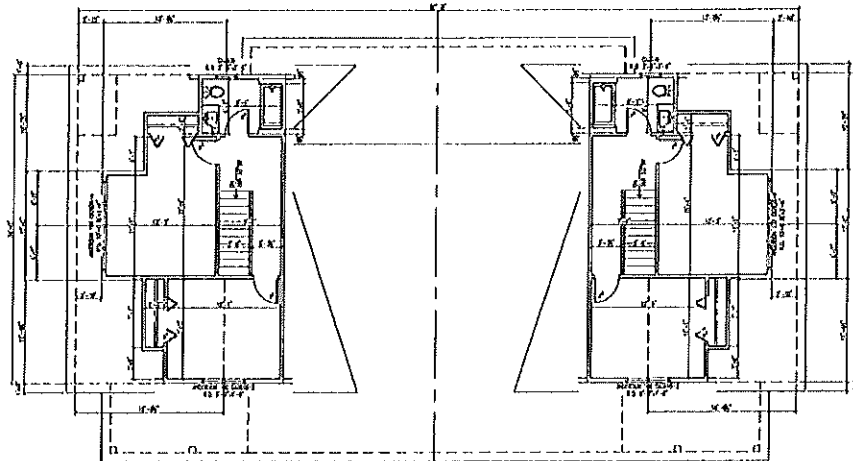
# THE WOODLANDS OF KOHLER, WISCONSIN CONDOMINIUM

SHEBOYGAN COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP RECORDED WITH THE SHEBOYGAN COUNTY REGISTER OF DEEDS ON AUGUST 30, 2022, AS DOCUMENT NUMBER 2141021, CONSISTING OF A REVISION TO COMBINE LOTS 1 THROUGH 8 OF THE CLEARINGS - PHASE 1, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 23 EAST, VILLAGE OF KOHLER, SHEBOYGAN COUNTY, WISCONSIN.



FIRST FLOOR



SECOND FLOOR

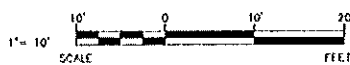
ACTUAL AREAS:  
1ST FLOOR = 1,664 SQ. FT.  
2ND FLOOR = 574 SQ. FT.  
TOTAL ABOVE GROUND = 2,238 SQ. FT.  
GARAGE = 493 SQ. FT.



**DECLARANT:**

WOODLANDS KOHLER WISCONSIN, LLC  
903 N. 8TH STREET, SUITE 100  
SHEBOYGAN, WI 53081

BUILDING TYPE C (CEDAR)  
UNITS 301, 302, 401, 402



SHEET 5 OF 5 SHEETS

**EXCEL**  
ARCHITECTURE & INTERIOR DESIGN  
Always a Better Plan

1000 Corporate Blvd  
Madison, WI 53703  
Phone: (608) 784-4444  
www.excelarch.com  
JOB NO. 2141021

**EXHIBIT B**  
**FLOOR PLANS**

See attached.

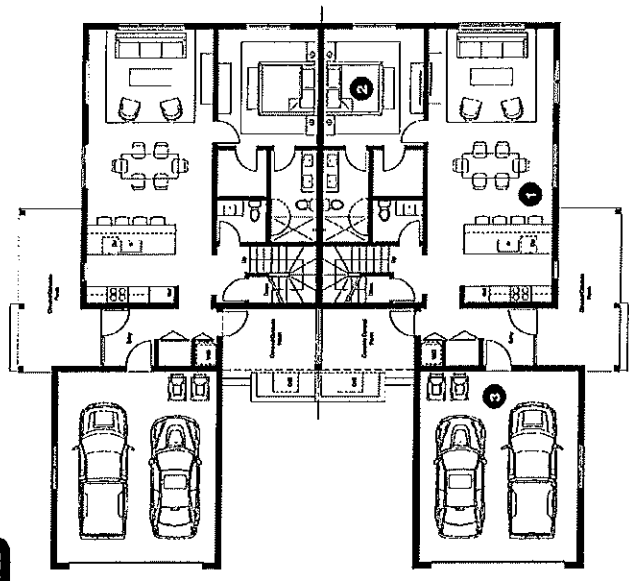
# MAPLE



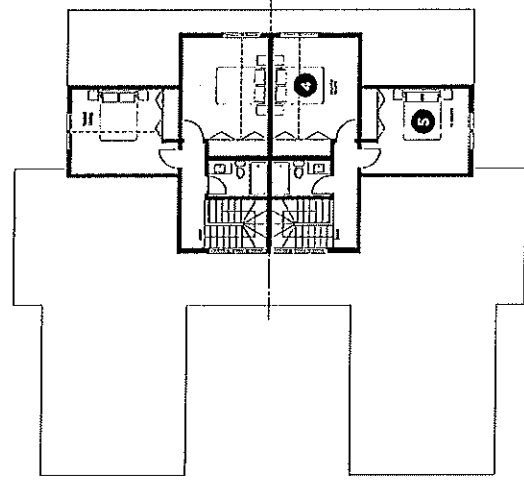
- 1. Kitchen, Living + Dining 33'0" x 15'0"
- 2. Primary Bedroom 14'5" x 12'0"
- 3. Garage 23'4" x 19'4"
- 4. Bedroom 2 14'10" x 12'0"
- 5. Bedroom 3 13'0" x 12'5"

**3 BED / 2.5 BATH**  
 Village Homes 1, 2, 7, 8  
 Exterior: Fall, Spring, Winter, Summer  
 Village Home 6. Unit 2 location shown below  
 Village Homes 2 and 7. Garage door on perpendicular wall

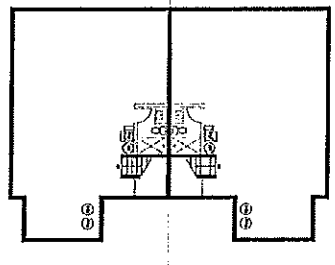
**FIRST LEVEL**



**SECOND LEVEL**



**LOWER LEVEL**



All specifications, features, designs, prices and materials are subject to change. Rooms, dimensions and square footages are only approximations based on architectural measurements and subject to modification without notice. Disputed floor plans and architectural renderings are only an artist's impression. Location of basement bath rough-in, furnace, sump pump, electric panel and hot water heater subject to change based on final mechanical layout.

# CEDAR



3 BED / 2.5 BATH

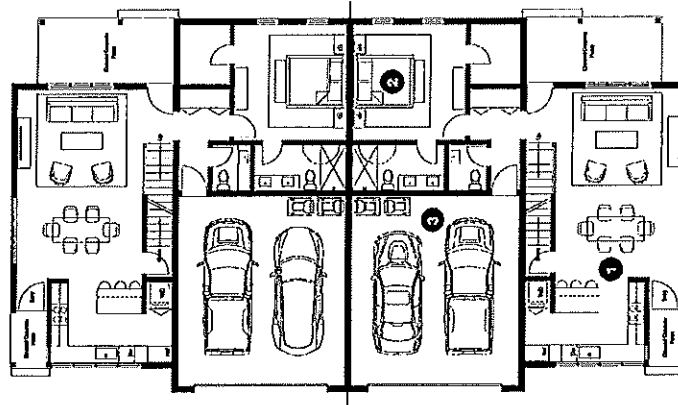
Village Homes 3, 4

Exterior: Summer, Winter

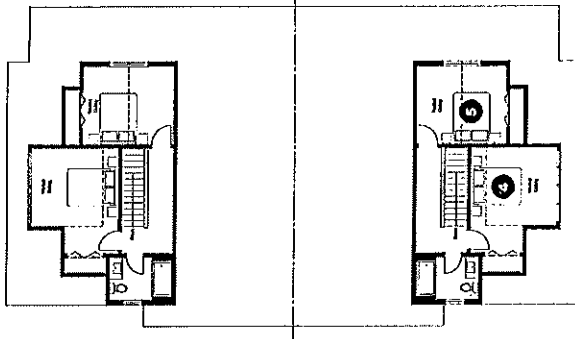
Village Homes 3, Unit 2 floorplan shown below

1. Kitchen, Living + Dining 33'0" x 15'3"
2. Primary Bedroom 13'10" x 13'6"
3. Garage 19'11" x 23'8"
4. Bedroom 2 15'0" x 12'0"
5. Bedroom 3 11'0" x 12'8"

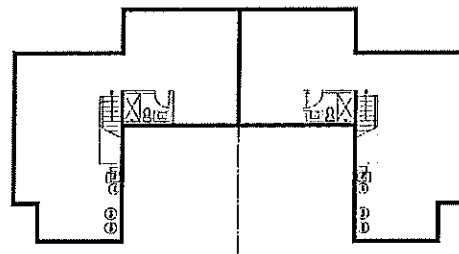
FIRST LEVEL



SECOND LEVEL



LOWER LEVEL



All indications, fixtures, designs, prices and materials are subject to change. Rooms, dimensions and square footages are only approximations based on architectural measurements and subject to modification without notice. Detailed floor plans and architectural renderings are only on artist's impression. Location of basement bath, kitchen, furnace, sump pump, vector pump and hot water heater subject to change based on the mechanical layout.

# BIRCH



**3 BED / 2.5 BATH**

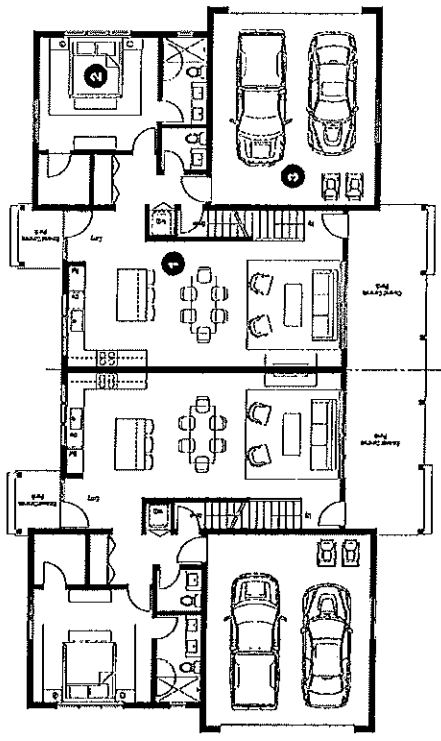
Village Home 5

Exterior: Spring

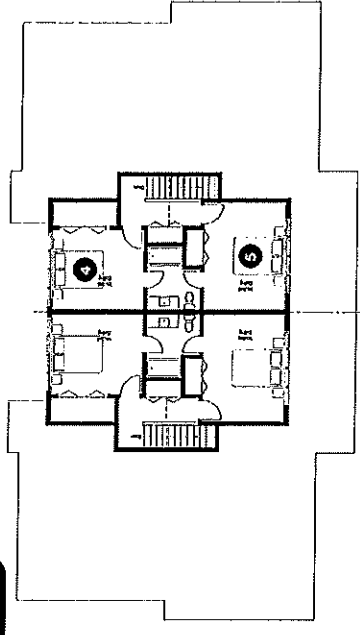
*Village Home 5, Unit 2 floorplan shown below*

1. Kitchen, Living + Dining 14'10" x 33'0"
2. Primary Bedroom 14'4" x 13'6"
3. Garage 23'4" x 20'2"
4. Bedroom 2 11'4" x 13'8"
5. Bedroom 3 14'10" x 11'2"

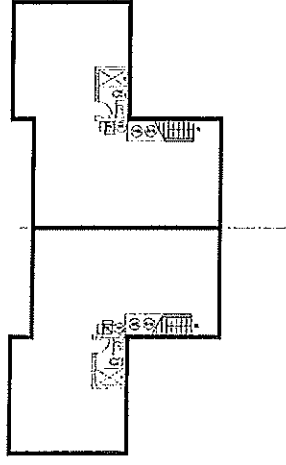
**FIRST LEVEL**



**SECOND LEVEL**



**LOWER LEVEL**



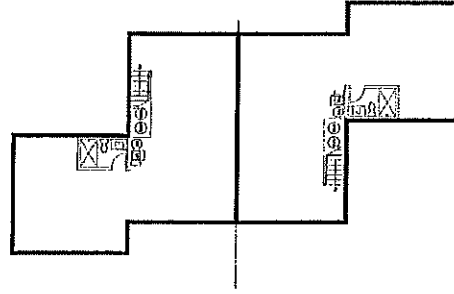
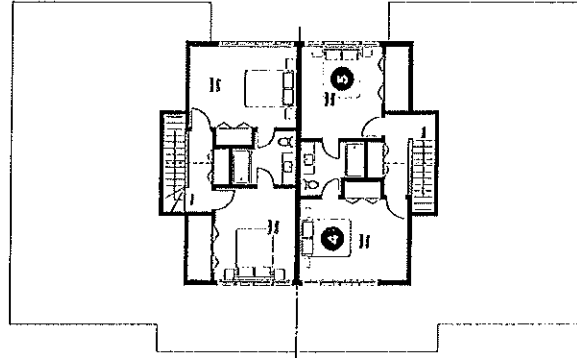
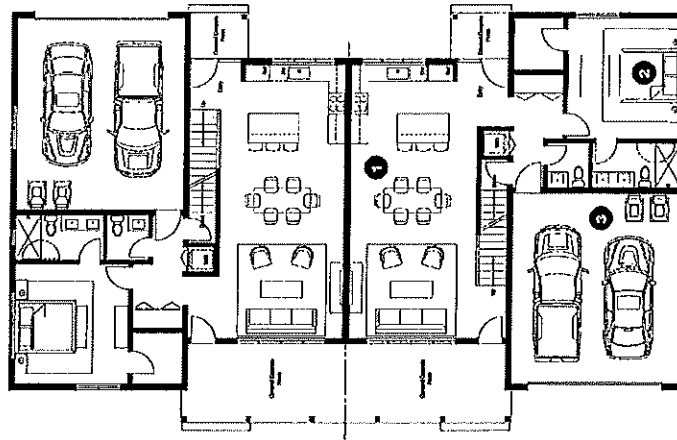
All specifications, features, designs, prices and materials are subject to change. Rooms, dimensions and square footages are only approximations based on architectural measurements and subject to modification without notice. Depicted floor plans and architectural renderings are only an artist's impression. Additional basement bath rough-in, vents, sump pump, ejector pump and hot water heater subject to change based on final mechanical layout.

# OAK

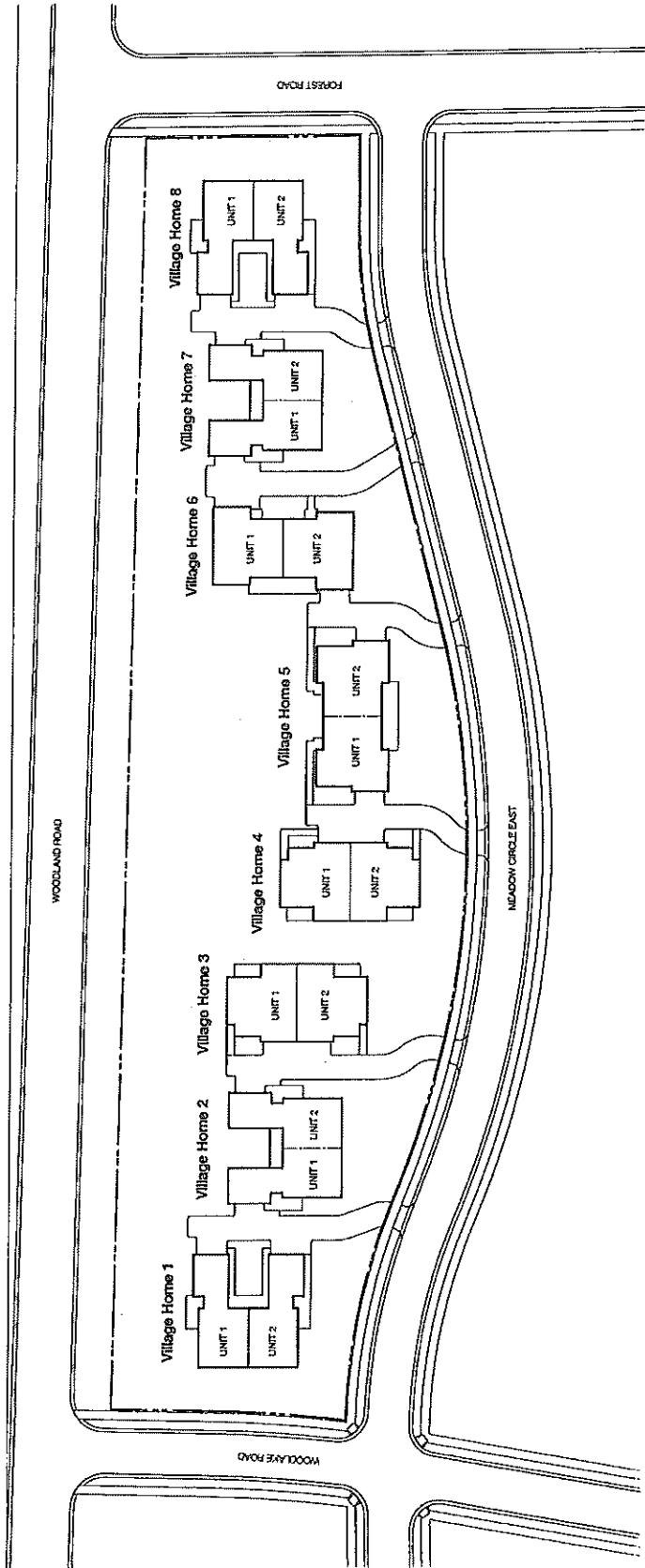


- 1. Kitchen, Living + Dining 14'10" x 33'0"
- 2. Primary Bedroom 14'4" x 13'6"
- 3. Garage 23'4" x 20'2"
- 4. Bedroom 2 11'4" x 13'8"
- 5. Bedroom 3 14'10" x 11'2"

**3 BED / 2.5 BATH**  
 Village Home 6  
 Exterior: Full  
 Village Home 6, Unit 2 floorplan shown below



All specifications, features, drawings, prices and materials are subject to change. Rooms, dimensions and square footages are only approximations based on architectural measurements and subject to modification without notice. Depicted floor plans and architectural renderings are only an artist's impression. Location of basement bath, rough-in, furnace, sump pump, elevator, pump and hot water heater subject to change based on final mechanical layouts.



Village Home 1    Village Home 2    Village Home 3    Village Home 4    Village Home 5    Village Home 6    Village Home 7    Village Home 8

Floorplan: Maple Exterior: Fall	Floorplan: Maple Exterior: Spring	Floorplan: Cedar Exterior: Summer	Floorplan: Cedar Exterior: Winter	Floorplan: Birch Exterior: Spring	Floorplan: Oak Exterior: Fall	Floorplan: Maple Exterior: Winter	Floorplan: Maple Exterior: Summer
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**TAB C**

**ARTICLES OF INCORPORATION  
OF  
THE WOODLANDS CONDOMINIUM, INC.**

These Articles of Incorporation of The Woodlands Condominium, Inc. are executed by the undersigned pursuant to Section 703.15 of the Wisconsin Statutes. The Declarant of The Woodlands Condominium, Inc. (the "Condominium") forms a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79 to govern the Condominium.

**Article I.  
Name**

The name of the Corporation shall be The Woodlands Condominium, Inc.

**Article II.  
Statute**

The Corporation is organized under Ch. 181 of the Wisconsin Statutes.

**Article III.  
Initial Registered Agent**

The name of the initial registered agent shall be David Gass.

**Article IV.  
Initial Registered Office**

The street address of the initial registered office shall be 909 N. 8<sup>th</sup> St., Sheboygan, Wisconsin 53083. The email address of the initial registered agent is dgass@rohdedales.com.

**Article V.  
Principal Office**

The mailing address of the initial principal office shall be 2822 W. Chicago Ave., Chicago, IL 60622.

**Article VI.  
Members**

The Corporation will have members.

**Article VII.  
Purposes**

The purposes of this Corporation shall be to provide for the administration, maintenance preservation and control of certain property situated in the Village of Kohler, Sheboygan

County, Wisconsin, and subject to the provisions of the Declaration of Condominium Ownership, Covenants, Conditions and Restrictions for The Woodlands of Kohler, Wisconsin (the "Declaration"), a condominium organized pursuant to Chapter 703, Wisconsin Statutes. This Corporation is organized and operated exclusively for the stated purposes and for other non-profit purposes and no part of any net earnings shall be for the benefit of any member of the Corporation.

**Article VIII.  
Powers**

In furtherance of the purposes described above, but not in limitation thereof, the corporation shall have all the powers given to it under the Declaration and any Bylaws established by the Corporation hereunder and as may further be allowed pursuant to Chapter 703, Wisconsin Statutes.

**Article IX.  
Membership and Voting Rights**

Every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendee, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) of any Unit described in the Declaration aforesaid, shall be a member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership. Further membership provisions shall be set forth in the Declaration or Bylaws.

**Article X.  
Board of Directors**

The Board of Directors shall be fixed by the Bylaws, but shall not be less than three (3). The Bylaws shall further state how directors are elected and the composition of the Board of Directors.

**Article XI.  
Amendment to Articles**

These Articles may be amended or repealed, in whole or in part, by a majority vote of the members voting at any duly called meeting of the Corporation.

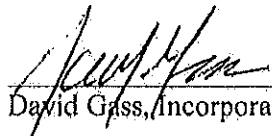
**Article XII.  
Dissolution of Corporation**

This Corporation shall be dissolved only under circumstances consistent with the Declaration and Chapter 703 of the Wisconsin Statutes.

**Article XIII.  
Incorporator**

The name and address of the incorporator is David Gass, 909 North 8<sup>th</sup> Street, Suite 100,  
Sheboygan, Wisconsin, 53081.

Executed at Sheboygan, Wisconsin, this 13<sup>th</sup> day of April, 2023.

  
\_\_\_\_\_  
David Gass, Incorporator

Drafted by:  
David Gass  
Rohde Dales LLP  
909 North 8<sup>th</sup> St., Suite 100  
Sheboygan, WI 53081



For Office



**State of Wisconsin**

**Department of Financial Institutions**

*Endorsement*

**ARTICLES OF INCORPORATION - DOMESTIC NONSTOCK CORPORATION - FORM 102**

**THE WOODLANDS CONDOMINIUM, INC.**

**Received Date: 4/13/2023**

**Filed Date: 4/14/2023**

**Filing Fee: \$35.00**

**Expedited Fee: \$25.00**

**Entity ID#: T102590**

**Total Fee: \$60.00**

**TAB D**

**BYLAWS  
OF  
THE WOODLANDS CONDOMINIUM, INC.**

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**BY-LAWS  
OF  
THE WOODLANDS CONDOMINIUM, INC.**

**ARTICLE I**

**Name and Purpose**

Pursuant to the Articles of Incorporation of The Woodlands Condominium, Inc. and the Condominium Declaration for The Woodlands of Kohler, Wisconsin Condominium ("The Woodlands") recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of The Woodlands Condominium, Inc. (hereinafter sometimes referred to as the "Association"), which is a non-profit, non-stock corporation formed and organized to serve as an Association of Unit Owners who own real estate and Improvements (hereinafter the Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors, and assigns.

**ARTICLE II**

**Members, Voting, and Meetings**

2.1 **Members.** The rights and qualifications of the members are as follows:

a) **Defined.** Members of the Association shall be all unit owners, and members shall have one vote for each unit owned, every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

b) **One Membership and Vote Per Unit.** One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to

that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. The vote pertaining to the unit may be shared pro rata among the owners, but unanimous agreement is conclusively presumed if any one of them purports to cast the one vote without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary stating that thereafter votes must be cast pro rata.

c) **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each unit and the address to which notice of meetings of the Association shall be sent. Only the persons shown in the Membership List shall be entitled to cast a vote in person or by proxy.

d) **Transfer of Membership.** Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 **Quorum and Proxies for Members' Meetings.** A quorum for members' meetings shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 **Act by Majority.** The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Wisconsin Condominium Law.

2.4 **Time, Place, Notice, and Calling of Members' Meetings.** Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 **Annual and Special Meetings.** The annual meeting shall be held in the month of December of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (A) or more of all votes entitled to be cast.

### ARTICLE III

#### Board of Directors

3.1 **Initial Board of Directors.** The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until control of the Association passes to the unit owners pursuant to the terms of the Declaration. Notwithstanding the foregoing, after the conveyance of twenty-five percent (25%) of the units in The Woodlands, an Association meeting shall be held and unit owners other than Declarant shall elect at least twenty-five percent (25%) of the Board of Directors. After the conveyance of fifty percent (50%) of the units by Declarant, an Association meeting shall be held and the unit owners other than Declarant shall elect at least one-third (1/3) of the Board of Directors.

**3.2 Number and Qualifications of Directors.** After control of the Association passes to the unit owners pursuant to the Declaration, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

**3.3 Powers and Duties of the Board of Directors.** The affairs of the Association including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

**3.4 Election and Term of Directors.** At the first meeting of the Association after control of the Association passes to the unit owners pursuant to the Declaration, which meeting shall be held not later than forty-five (45) days after the expiration of Declarant control, the members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

- a) Two (2) directors whose term will expire at the next annual meeting of the Association.
- b) Two (2) directors whose term will expire at the second annual meeting of the Association after their election.
- c) One (1) director whose term will expire at the third annual meeting of the Association after his election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

**3.5 Vacancies on Board.** Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

**3.6 Removal of Directors.** At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members present or represented at the meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

**3.7 Regular Meetings and Notice.** A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

**3.8 Special Meetings and Notice.** Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days' prior written notice to each director, given personally or by mail, which notice shall state the time, place, and purpose of the meeting.

**3.9 Waiver of Notice.** Before, at, or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**3.10 Quorum of Directors, Adjournments.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such

adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

**3.11 Fidelity Bonds.** The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

## ARTICLE IV

### Officers

**4.1 Designation, Election, and Removal.** The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice President, may be held by the same person.

**4.2 President.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors and shall count votes at meetings of the Association. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such authority as are delegated by the Board of Directors.

**4.3 Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to

do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary.

4.5 **Treasurer.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association.

4.6 **Liability of Directors and Officers.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 **Compensation.** No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

## ARTICLE V

### Declarant Control

Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant, or (b) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a condominium unit in The Woodlands shall be deemed by acceptance of any deed to any unit to agree, approve, and consent to the right of Declarant to so control the Association.

## ARTICLE VI

### Operation of the Property

6.1 **The Association.** The Association, acting through the Board of Directors, shall be responsible for administration, management, and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these By-Laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

6.2 **Rules and Regulations.** The Board of Directors may from time to time adopt rules and regulations governing the operation, maintenance, and use of the units and the common areas and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration.

The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be altered and amended or repealed by the Board of Directors from time to time.

**6.3 Common Expenses.** The Board of Directors shall determine the common expenses of the Association and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the common areas and facilities of the Condominium as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due monthly. If not paid on or before the due date, the assessments shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

**6.4 Operating Budget.** The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with at least annual frequency, such as amounts required for the cost of maintenance and repair of the common areas, management services, insurance, common services, administration, materials, and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation, in the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the unit owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the unit owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefor.

The Board of Directors shall prepare an annual budget for each calendar year and advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such assessments, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

**6.5 Default and Liens.** All assessments, until paid, together with interest and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. If a member of the Association is in default in payment of

any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

## ARTICLE VII

### Repairs and Maintenance

7.1 **Individual Units.** Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures, and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall be responsible for such maintenance and repair with respect to his unit and certain of its appurtenant limited common areas as is more fully set forth hereinafter.

7.2 **Common Areas and Facilities.** The Association shall be responsible for the management and control of the common and limited common areas and facilities and shall cause the same to be maintained, repaired, and kept in good, clean, attractive, and sanitary condition, order, and repair, except to the extent individual unit owners are responsible therefor as provided hereinafter with respect to certain limited common areas. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a unit owner, in which case such expense shall be charged and specially assessed to such unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the common and limited common areas:

- All painting, repairing, restoration, maintenance, and decorating of building exteriors and roofs, but not including doors, windows, and screens or screened-in areas.

- General repair, maintenance, repair or replacement of exterior fixtures including gutters, downspouts, and mail boxes.
- Landscaping, tree pruning, grass cutting, edging, and trimming, except with respect to limited common areas.
- Fertilizing, water, and weed control as required.
- Repair, replacement, or restoration of drives, sidewalks, driveways, and retaining walls.
- Repair and maintenance of exterior gas lights and associated equipment.
- Snow removal and salting of drives.
- Maintenance, repair, and restoration as necessary of sanitary sewer tile systems and storm sewer systems.
- Maintenance and repair of water systems.
- Provision, maintenance, and storage of equipment and materials required to accomplish the foregoing.

**7.3 Owner Maintenance and Limited Common Elements.** Each unit owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his unit, as defined in the Declaration and interior of his unit and all of its equipment, fixtures, and appurtenances in good order, condition, and repair and In a clean and sanitary condition, and shall be responsible for any repair, maintenance, decorating, painting, and varnishing which may at any time be necessary to maintain the good appearance and condition of the interior of his unit and the limited common area appurtenant to his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heaters, furnaces, doors, and windows (including replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and

air-conditioning equipment (including compressor), dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the unit or the limited common area appurtenant to the unit. Each unit owner shall be responsible for snow and ice removal from the sidewalk constituting a part of the limited common area appurtenant to his unit.

7.4 **Association Services.** The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common areas that the Association is able and willing to provide or perform and shall specially assess such requesting owner or owners therefor.

## ARTICLE VIII

### Duties and Obligations of Unit Owners

8.1 **Rules and Regulations.** The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following:

a) **Use.** No unit owner shall occupy or use his unit or the limited common areas appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private or recreational residence for the owner, the owner's family, or the owner's lessees or guests. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion to use and occupy a unit, selected by the Declarant, as a "model" unit and sales office until such time as all annexations provided for in the Declaration have been completed by Declarant, or until such earlier time as may be determined by Declarant.

b) **Obstructions.** There shall be no obstruction of the commons.

c) **Increase of Insurance Rates.** Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior

consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.

d) **Signs.** No sign of any kind shall be displayed to the public view on or from any unit or the commons without the prior consent of the Association.

e) **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in the commons, except that dogs, cats, or other household pets may be kept in units, subject to the rules and regulations which may be adopted by the Association regarding the same. Pets shall not be permitted to become public nuisances by barking, running loose, or fouling streets, lawns, or sidewalks. Unit owners shall provide for pets' waste.

f) **Noxious Activity.** No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

g) **Alteration, Construction, or Removal.** Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association.

h) **Vehicle Parking.** Unit owners shall park motor vehicles in those spaces designated for the unit. Unit owners shall not park, store, or repair motor homes, trailers, boats, or motorcycles in the commons. Bicycles, skateboards, and vehicles other than automobiles shall not remain unattended nor be allowed to remain outside overnight.

i) **Conflict.** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

**8.2 Maintenance and Repair of Units.** Every unit owner must perform properly or cause to be performed all maintenance and repair work within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining unit owners, as the case may be, for any damages caused by his failure to do so.

## **ARTICLE IX**

### **Amendment of Bylaws**

These Bylaws may be amended by the majority vote of the members at a meeting of the members.

# TAB E

# HOA Budget

The Woodlands of Kohler, Wisconsin Condominium

4-20-23

Total Annual Revenue (16 Units)	\$57,600
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## EXPENSES

Reserves (10%)	\$5,760
Landscape Maintenance	\$20,000
Snow Removal	\$10,080
Insurance	\$13,000
Legal	\$3,000
Property Management (10%)	\$5,760

**TAB F**

# MAPLE



## 3 BED / 2.5 BATH

Village Homes 1, 2, 7, 8

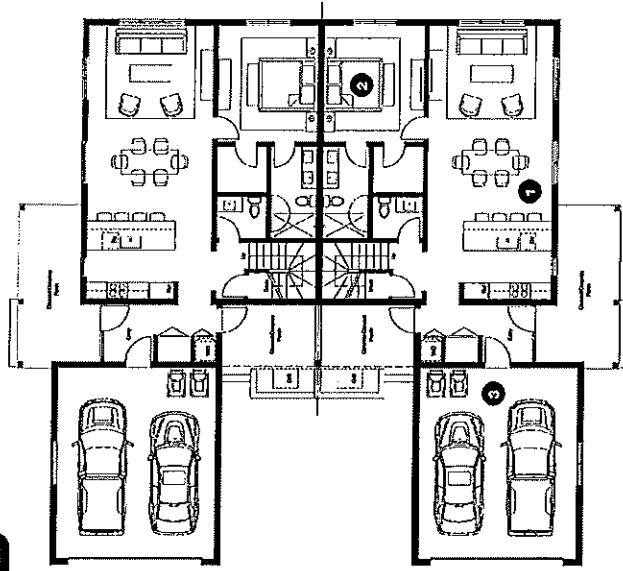
Exterior: Fall, Spring, Winter, Summer

Village Home 8, Unit 2 (coplan shown below)

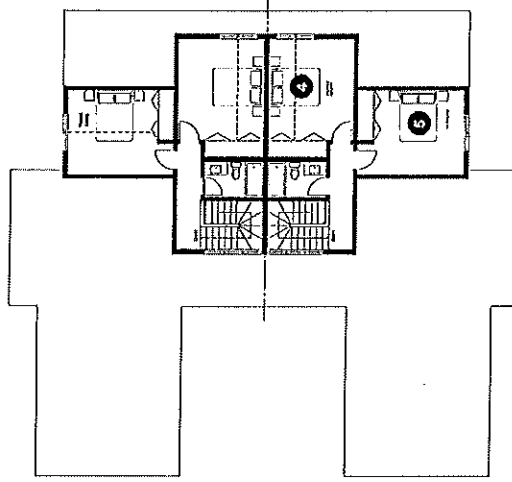
Village Homes 2 and 7: Garage door on perpendicular wall

1. Kitchen, Living + Dining 33'0" x 15'0"
2. Primary Bedroom 14'5" x 12'0"
3. Garage 23'4" x 19'4"
4. Bedroom 2 14'10" x 12'0"
5. Bedroom 3 13'0" x 12'5"

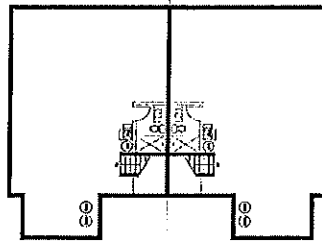
### FIRST LEVEL



### SECOND LEVEL



### LOWER LEVEL



All specifications, features, designs, prices and materials are subject to change. Rooms, dimensions and square footages are only approximations based on architectural measurements and subject to modification without notice. Depicted floor plans and architectural renderings are only an artist's impression. Location of basement bath rough-in, furnace, sump pump, ejector pump and hot water heater subject to change based on final mechanical layouts.

# CEDAR



3 BED / 2.5 BATH

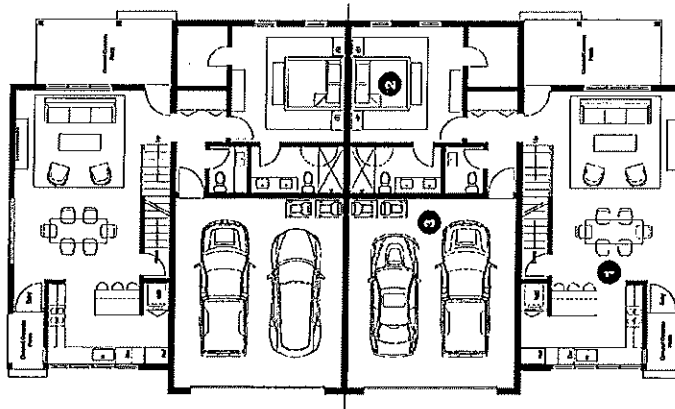
Village Homes 3, 4

Exterior: Summer, Winter

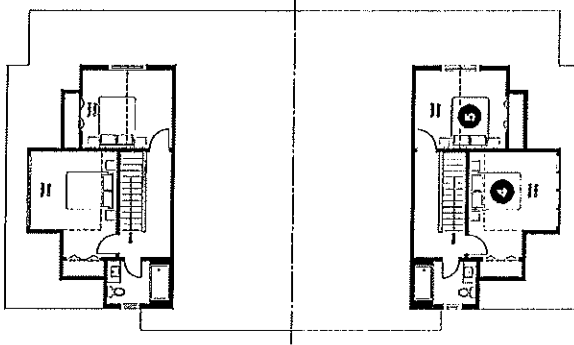
Village Home 3, Unit 2 floorplan shown below

1. Kitchen, Living + Dining 33'0" x 15'3"
2. Primary Bedroom 13'10" x 13'6"
3. Garage 19'11" x 23'8"
4. Bedroom 2 15'0" x 12'0"
5. Bedroom 3 11'0" x 12'8"

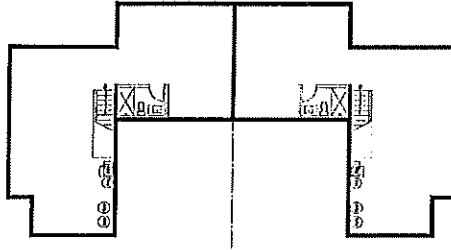
FIRST LEVEL



SECOND LEVEL



LOWER LEVEL



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Location of basement bath rough-in, furnace, sump pump, ejector pump and hot water heater subject to change based on final mechanical layout.

# BIRCH



3 BED / 2.5 BATH

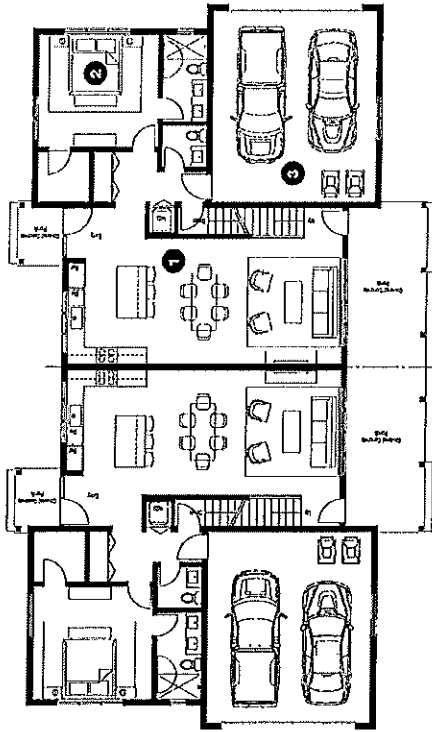
Village Home 5

Exterior: Spring

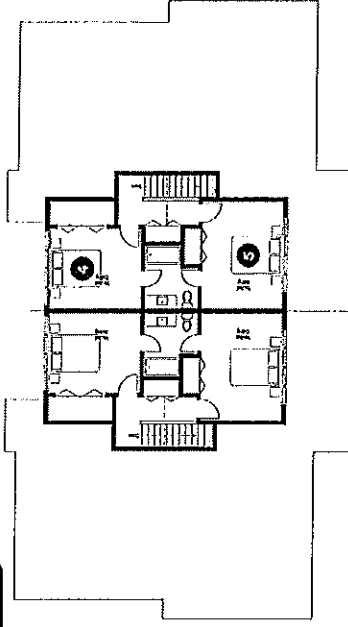
*Village Home 5, Unit 2 (option shown below)*

1. Kitchen, Living + Dining 14'10" x 33'0"
2. Primary Bedroom 14'2" x 13'6"
3. Garage 23'4" x 20'2"
4. Bedroom 2 11'4" x 13'8"
5. Bedroom 3 14'10" x 11'2"

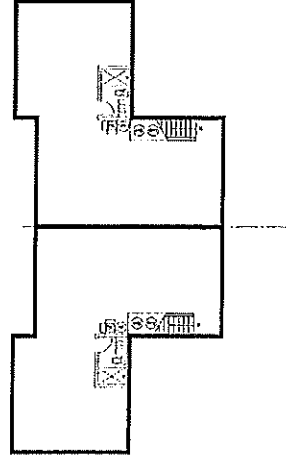
FIRST LEVEL



SECOND LEVEL



LOWER LEVEL



All specifications, features, designs, prices and materials are subject to change. Rooms, dimensions and square footages are only approximations based on architectural measurements and subject to modification without notice. Dependent floor plans and architectural renderings are only an artist's impression. Location of basements, bath rough-ins, furnaces, sump pump, ejector pump and hot water heater subject to change based on final mechanical layout.

# OAK



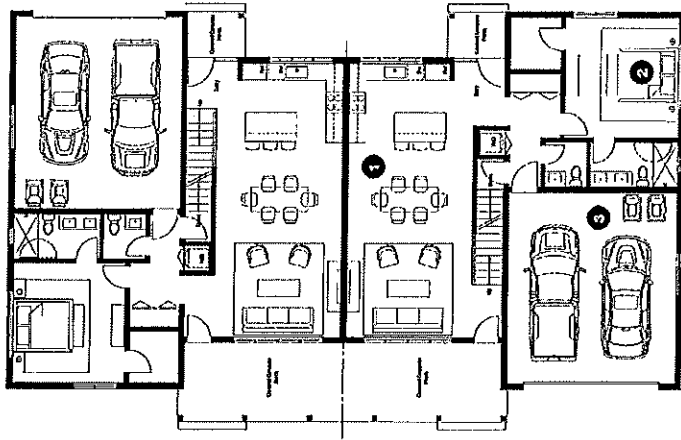
3 BED / 2.5 BATH

Village Home 6

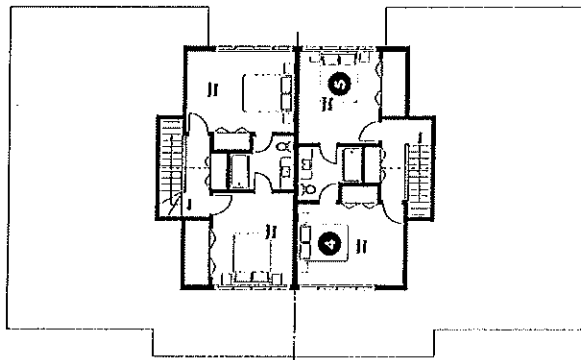
Exterior: Fall

Village Home 6, Unit 2 floorplan shown below

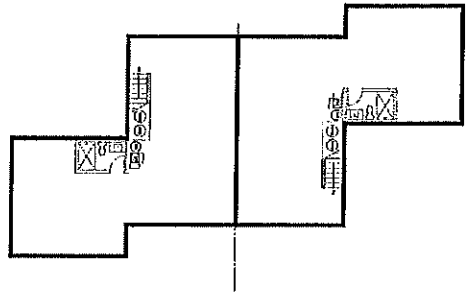
1. Kitchen, Living + Dining 14'10" x 93'0"
2. Primary Bedroom 14'4" x 13'6"
3. Garage 23'4" x 20'2"
4. Bedroom 2 11'4" x 13'8"
5. Bedroom 3 14'10" x 11'2"



FIRST LEVEL

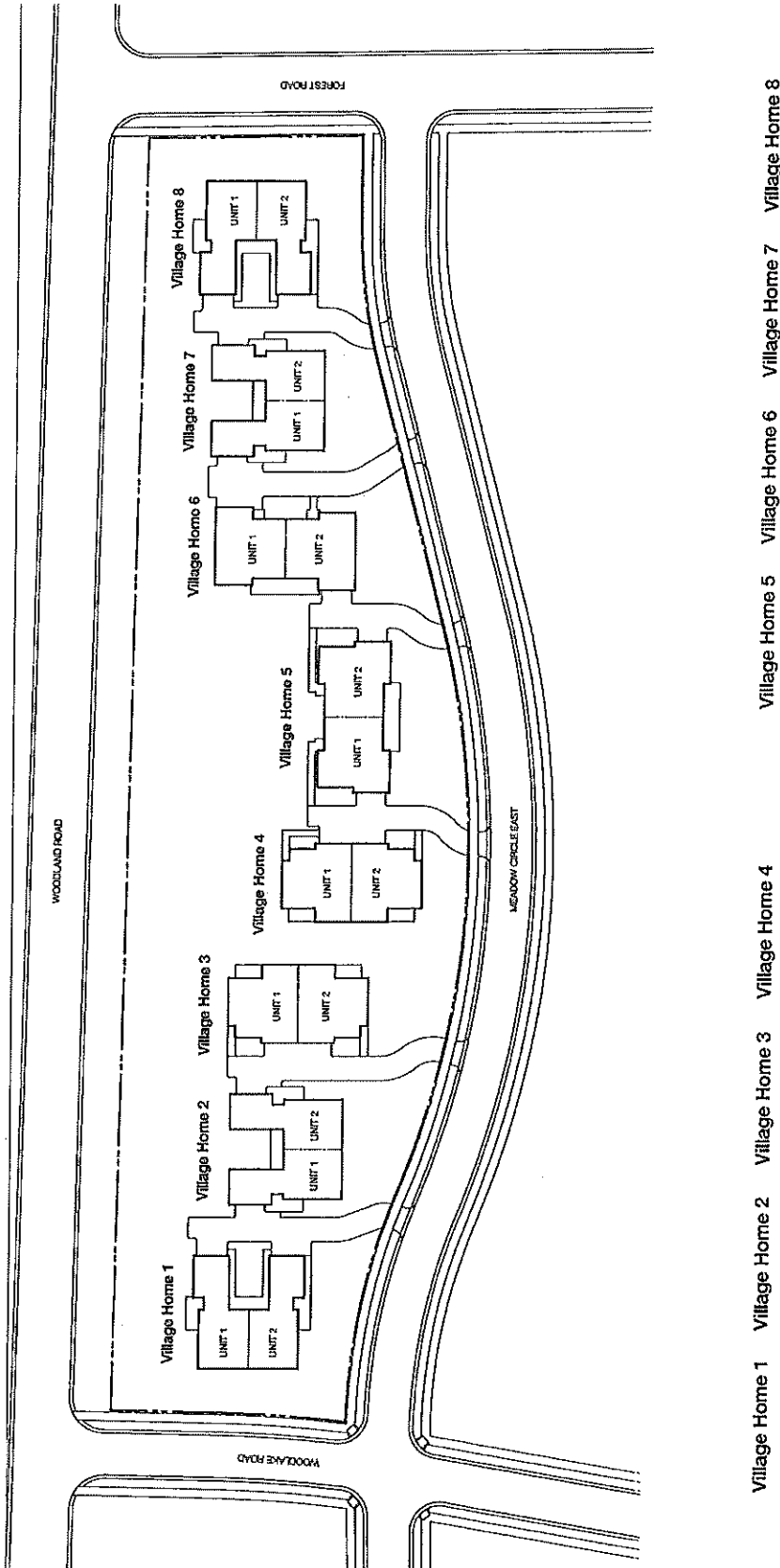


SECOND LEVEL



LOWER LEVEL

All specifications, features, finishes, fixtures, materials and inclusions are subject to change. Rooms, dimensions and square footages are only approximate based on architectural measurements and subject to modification without notice. Complete floor plans and architectural drawings are only an artists impression. Location of basement bath rough-in, furnace, sump pump, exterior pump and hot water heater subject to change based on final mechanical layout.



Village Home 1	Village Home 2	Village Home 3	Village Home 4	Village Home 5	Village Home 6	Village Home 7	Village Home 8
Floorplan: Maple Exterior: Fall	Floorplan: Maple Exterior: Spring	Floorplan: Cedar Exterior: Summer	Floorplan: Cedar Exterior: Winter	Floorplan: Birch Exterior: Spring	Floorplan: Oak Exterior: Fall	Floorplan: Maple Exterior: Winter	Floorplan: Maple Exterior: Summer

**TAB G**

**STATEMENT OF CONDOMINIUM LIEN**

This is to certify that \_\_\_\_\_ is the record owner of a condominium unit commonly known as \_\_\_\_\_, Kohler, WI 53044. The condominium unit is legally described as follows:

Insert legal description.

\_\_\_\_\_ is indebted to The Woodlands Condominium, Inc. for its proportionate share of common expenses of the Condominium in the amount of \$ \_\_\_\_\_ as of \_\_\_\_\_, 20\_\_ for the following:

Amount	Item
\$	
\$	
\$	Total Amount Due

This amount is for the period from \_\_\_\_\_, 20\_\_ to present, plus interest thereon at the rate of 12% per annum, costs of collection, and actual attorney's fees.

THE WOODLANDS CONDOMINIUM, INC.

By: \_\_\_\_\_

I hereby affirm under penalties of perjury that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_  
(name and title)  
The Woodlands Condominium, Inc.

STATE OF WISCONSIN    )  
  ) ss.  
SHEBOYGAN COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument as \_\_\_\_\_ of The Woodlands Condominium, Inc. and acknowledged the same.

\_\_\_\_\_  
\*  
Notary Public, State of Wisconsin  
My Commission is permanent. (If not, state expiration date: \_\_\_\_\_)