CITY OF STOUGHTON

RESOLUTION OF THE COMMON COUNCIL			
Resolution by the Common Council of the City of Stoughton Conditionally approving the Final Condo Plat for Lot 6 at 51 West Development			
Committee Action:	Plan Commission recommends approval 6 - 0		
Fiscal Impact:	N/A		
File Number:	R -186 - 23	**Date Introduced:**	November 28, 2023

The City of Stoughton, Wisconsin, Common Council does proclaim as follows:

RECITALS

A. A final plat titled "Wild Oak Stoughton Condominium", (the "Plat")(Exhibit A) was submitted by Ron Klaas (the "Applicant") to the City of Stoughton (the "City") on October 4, 2023 for review and action, and the statutory review period for Plan Commission review and recommendation to the Common Council will expire on December 3, 2023.

B. The Plat was referred to the Plan Commission for review and recommendation to the City Council. The statutory period for Common Council action on this final plat request is January 2, 2024

C. The Plan Commission has reviewed the Plat, and determined that the Plat will only be consistent with the City of Stoughton ordinances, Chapter 236 of Wisconsin Statutes, and the City of Stoughton Comprehensive Plan if all of the conditions set forth below are satisfied. The Plan Commission recommends approving the Plat subject to the conditions set forth below.

D. The Common Council has reviewed the Plat, and agrees with the Plan Commission recommendations.

RESOLUTION

The Common Council of the City of Stoughton hereby approves the Final Condo Plat named "Wild Oak Stoughton Condominium", as presented.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
207 S. Forrest Street, Stoughton, WI. 53589

(608) 873-6619 www.cityofstoughton.com

RODNEY J. SCHEEL
DIRECTOR

Date: September 1, 2023

To: Plan Commission and Common Council

From: Rodney J. Scheel
Director of Planning & Development

Michael P. Stacey
Zoning Administrator/Assistant Planner

Subject: Agenda Item for the November 13, 2023 Plan Commission Meeting and November 28, 2023 Common Council meeting

Final Condominium Plat for property at Lot 6 within the 51 West Subdivision.
The applicant is seeking to create 20 twin home condominium units. The Common Council approved the preliminary plat on September 26, 2023.

The application materials and resolution are provided. A recommendation to the Common Council is necessary.

CITY OF STOUGHTON
DEPARTMENT OF PLANNING & DEVELOPMENT
CERTIFIED SURVEY MAP/PLAT APPLICATION
FEES EFFECTIVE 1.12.23

Date of Application OCTOBER 4, 2023

Applicant Name RONALD R. KLAAS, D'ONOFRIO KOTTKE **Phone** (608) 833-7530

Applicant Email RKLAAS@DONOFRIO.CC

Owners Name (if different than applicant) DAVID WEST, DRW 51 WEST **Phone** (310) 997-7504

Subject Property Address 2884 WILD GOOSE WAY

Application for: CSM _____ **PRELIMINARY PLAT** _____ **FINAL PLAT** X

CURRENT FEES

CERTIFIED SURVEY MAP:	**$185 AND $45/LOT***
PRELIMINARY PLAT FEE:	**$485 AND $45/LOT***
FINAL PLAT FEE:	**$290 AND $45/LOT***

Number of Lots: 1.

Fee Amount: $ 335.

Owner/Applicant Signature _____ Date 10-4-23

ANY QUESTIONS, CALL THE DEPT. OF PLANNING & DEVELOPMENT AT 608-646-0421.

***ANY ADDITIONAL COST INCURRED OVER THE PERMIT FEE AMOUNT WILL BE BILLED TO THE PROPERTY OWNER AND/OR RESPONSIBLE PARTY. DWELLING UNITS INCLUDE EXISTING AND PROPOSED DWELLINGS.**

WILD OAK STOUGHTON CONDOMINIUM

CONDOMINIUM PLAT
LOT 6, 51 WEST PLAT
LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 1, T5N, R10E, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

There are no objections to this condominium with respect to Sec. 703 Wis. Stats and is hereby approved for recording.

Dated this ____ day of _____ , 20_____

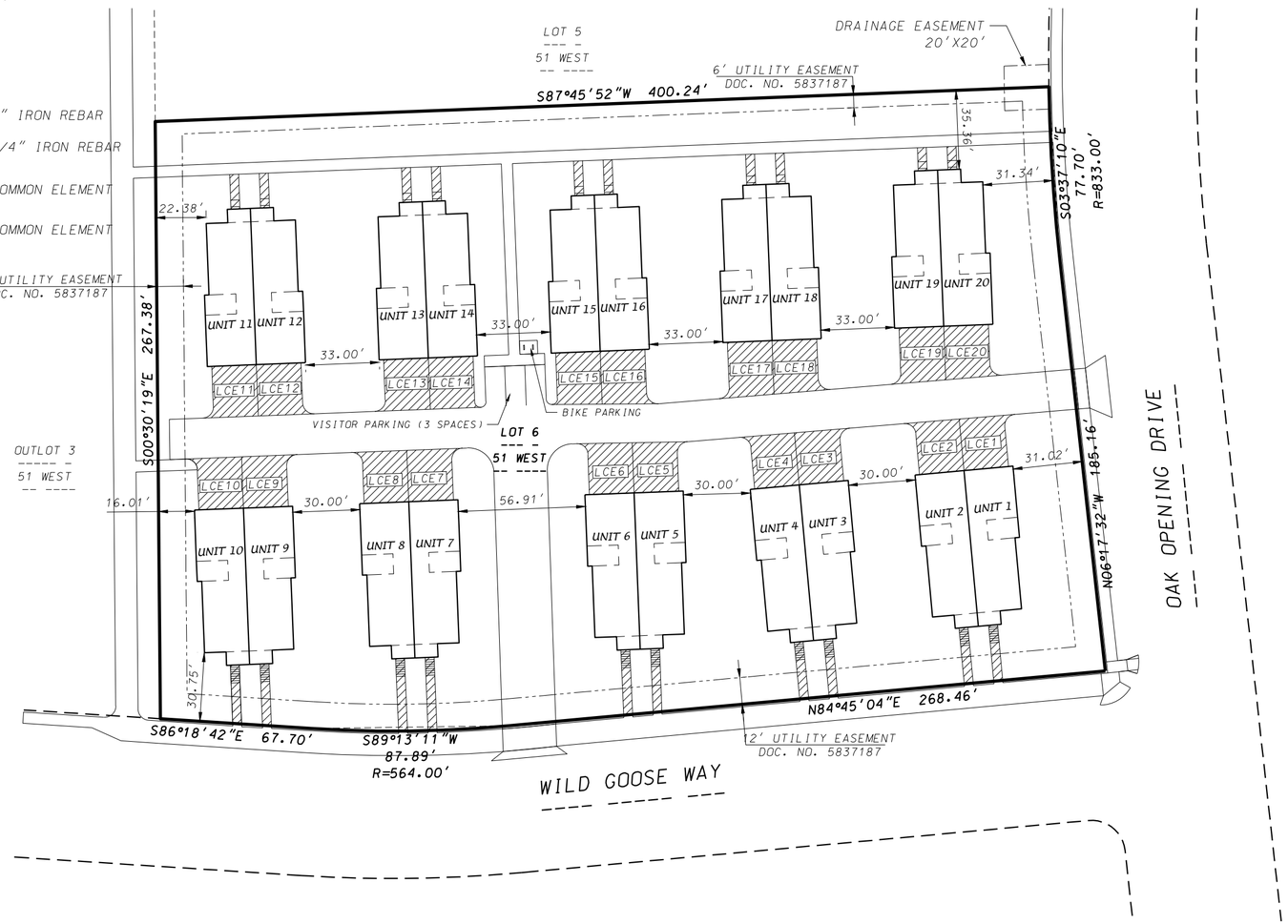
_____
Dane County Planning and Development

0 50' 100'

1"=50'

LEGEND

- FOUND 3/4" IRON REBAR
- FOUND 1 1/4" IRON REBAR
- LIMITED COMMON ELEMENT
- LCE11 LIMITED COMMON ELEMENT UNIT 11



LEGAL DESCRIPTION

Lot 6, 51 West Plat, recorded in Vol 61-0638 of Plats on Pages 377-379, as Document No. 5837187, Dane County Registry, located in the NE1/4 of the NE1/4 of Section 1, T5N, R10E, City of Stoughton, Dane County, Wisconsin. Contains 111,330 sf (2.556 AC).

SURVEYOR'S CERTIFICATE

I, Brett T. Stoffregan, Professional Land Surveyor, S-2742, do hereby certify that to the best of my knowledge and belief, that, in accordance with Chapter 703.11(4) of Wisconsin Statues, this plat is a correct representation of the condominium herein described and that the identification and locations of each unit and the common elements can be determined for the plat, and survey of the property is in compliance with the requirements of Chapter A-E7 of Wisconsin Administrative Code.

Dated this_____day of_____, 2023

_____
Brett T. Stoffregan, Professional Land Surveyor, S-2742

REGISTER OF DEEDS CERTIFICATE

Received for recording this_____day of_____, 2023 at ___o'clock___.M. and recorded in Volume _____ of Condominium Plats on Pages _____ as Document Number _____.

_____
Kristi Chlebowski, Dane County Register of Deeds

NOTES:

1. All of this condominium except units and areas labeled limited common elements are common elements.
2. Limited common elements are assigned to the unit they directly abut.
3. Building dimensions based on plans provided by the owner.
4. Plat prepared for David West, DRW 51 West LLC.
5. Field work completed on June 28, 2023.
6. Units 1-20 each have a total area of 1,790 sf.
7. Park improvement fees are to be paid to the city at the time of building permit issuance.

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

FN:22-03-101

WILD OAK STOUGHTON CONDOMINIUM

CONDOMINIUM PLAT
LOT 6, 51 WEST PLAT
LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 1, T5N, R10E, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

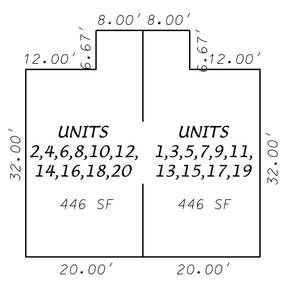
0 20' 40'

1"=20'

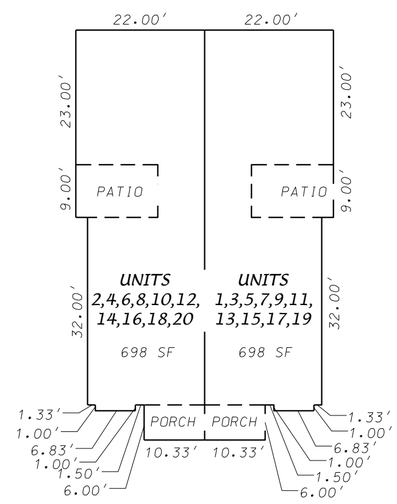
There are no objections to this condominium with respect to Sec. 703 Wis. Stats and is hereby approved for recording.

Dated this ____ day of _____ , 20_____

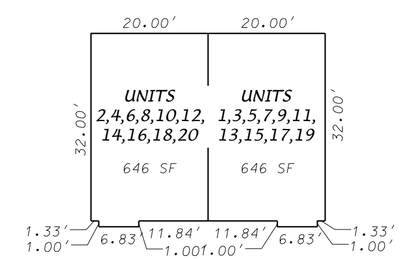
_____
Dane County Planning and Development



LOWER LEVEL



FIRST FLOOR LEVEL



SECOND FLOOR LEVEL

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

FN:22-03-101

CITY OF STOUGHTON

RESOLUTION OF THE COMMON COUNCIL

Resolution by the Common Council of the City of Stoughton
Conditionally Approving the Preliminary Condo Plat for Lot 6 at 51 West Development

Committee Action:	Plan Commission recommends approval 6 - 0
Fiscal Impact:	N/A

File Number:	R -151- 23	**Date Introduced:**	September 26, 2023

The City of Stoughton, Wisconsin, Common Council does proclaim as follows:

RECITALS

A. A preliminary plat titled "Wild Oak Stoughton Condominium", (the "Plat")(Exhibit A) was submitted by Ron Klaas (the "Applicant") to the City of Stoughton (the "City") on June 22, 2023 for review and action, and the statutory review period will expire on September 20, 2023.

B. The Plat was referred to the Plan Commission for review and recommendation to the City Council.

C. The Plan Commission has reviewed the Plat, and determined that the Plat will only be consistent with the City of Stoughton ordinances, Chapter 236 of Wisconsin Statutes, and the City of Stoughton Comprehensive Plan if all of the conditions set forth below are satisfied. The Plan Commission recommends approving the Plat subject to the conditions set forth below.

D. The Common Council has reviewed the Plat, and agrees with the Plan Commission recommendations.

RESOLUTION

The Common Council of the City of Stoughton hereby approves the Preliminary Condo Plat named "Wild Oak Stoughton Condominium", subject to the following conditions:

1. A final plat shall not be approved unless the following conditions are satisfied:

2. The final plat shall include a notation that "park improvement fees are to be paid to the City at the time of building permit issuance".

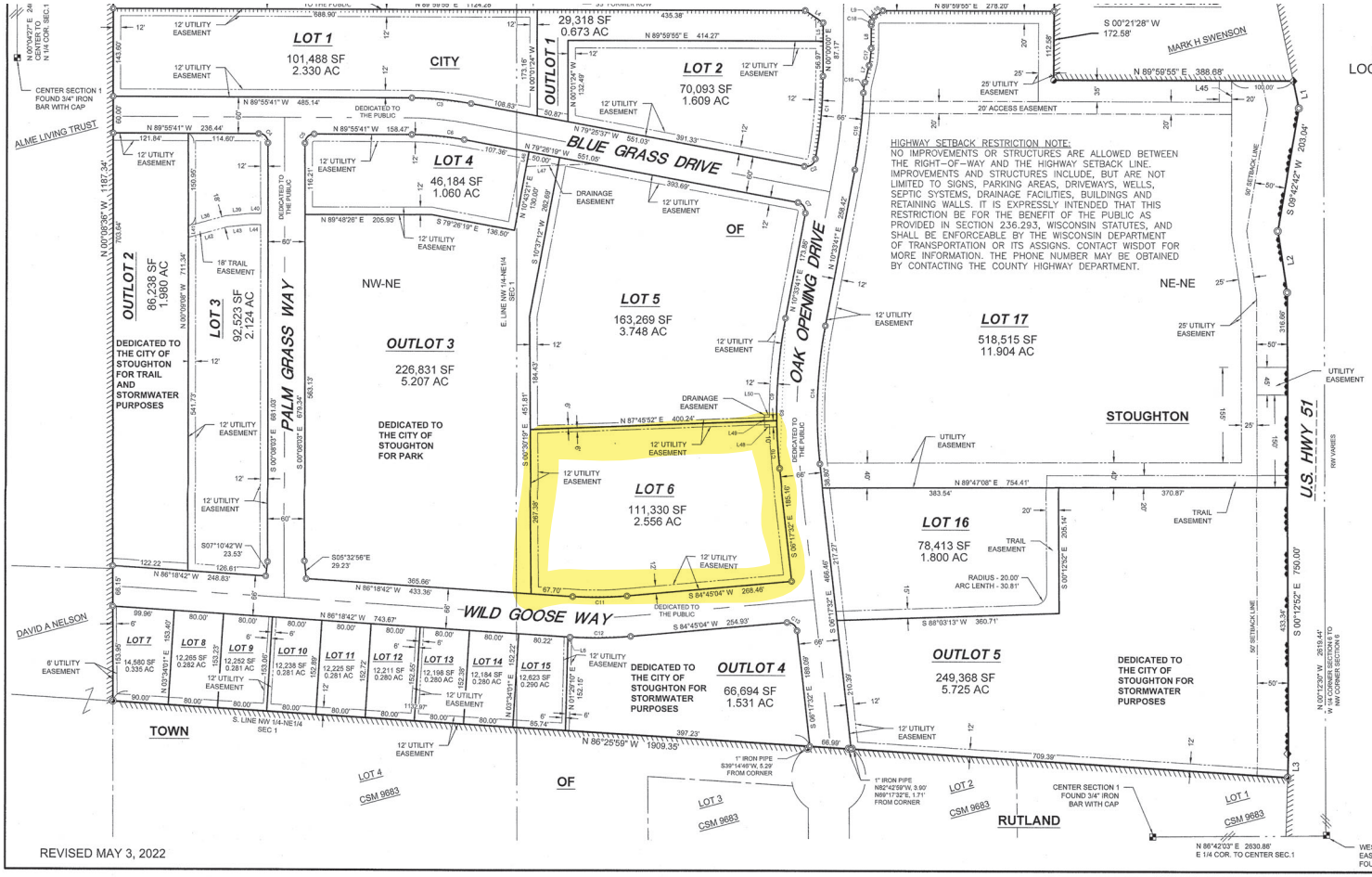
3. Before the City will sign a Final Plat, Developer must reimburse the City for all expenses incurred by the City in connection with its review and processing of the Plat, a Final Plat, and the development of the lands within the Plat. Such reimbursement shall include all fees the City has paid to legal, planning, engineering, financial and other consultants.

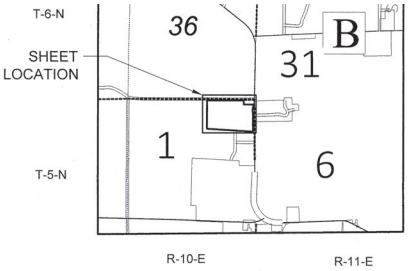
Council Action: ☑ **Adopted** ☐ **Failed** **Vote** 11-0

Mayoral Action: ☑ **Accept** ☐ **Veto**

Tim Swadley, Mayor — Date 9/26/2023

Council Action: _____ ☐ **Override** **Vote** _____





LINE TABLE

LINE	BEARING	LENGTH
L1	S11°44'15"E	45.74'
L2	S08°44'43"E	101.12'
L3	S01°41'41"W	38.72'
L4	S55°35'19"E	35.04'
L5	S00°00'00"E	30.20'
L6	S88°18'42"E	3.49'
L7	N13°44'58"E	28.39'
L8	N00°00'00"E	37.98'
L9	N22°30'00"E	8.14'
L10	N56°29'19"E	17.30'

LINE	BEARING	LENGTH
L38	N74°32'07"E	62.55'
L39	N84°20'28"E	39.52'
L40	N89°51'57"E	17.46'
L41	S00°09'08"E	18.66'
L42	N74°32'07"E	65.93'
L43	N84°20'28"E	37.01'
L44	N89°51'57"E	17.07'
L45	S00°00'00"E	55.00'
L46	S10°47'21"W	24.26'
L47	S87°42'46"W	109.10'

LINE	BEARING	LENGTH
L48	S87°40'52"W	20.00'
L49	N00°00'46"W	20.00'
L50	N87°40'52"E	20.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE	TANGENT IN	TANGENT OUT
C1	138.95'	767.00'	10°39'26"	N5°04'41"E	138.77'	N00°00'00"E	N10°39'26"E
C2	23.67'	15.00'	90°25'00"	N58°21'51"E	21.29'	S10°39'23"W	N79°26'19"W
C3	97.03'	530.00'	10°29'21"	N84°41'02"W	96.89'	N89°55'41"W	N79°26'19"W
C4	23.96'	14.09'	97°23'55"	N45°01'52"W	21.18'	S86°18'12"W	N03°40'06"E
C5	23.62'	15.00'	90°12'22"	S44°58'08"W	21.25'	S00°08'03"E	N89°55'41"W
C6	86.04'	470.00'	10°29'21"	N84°41'00"W	85.92'	N89°55'41"W	N79°26'19"W
C7	23.56'	15.00'	90°00'00"	N34°26'19"W	21.21'	N79°26'19"W	N10°33'41"E
C8	245.02'	833.00'	16°51'13"	S2°08'04"W	244.15'	S08°17'32"E	S10°33'41"W
C9	167.30'	833.00'	11°30'27"	S4°46'27"W	167.02'	S02°56'47"E	S10°33'41"W
C10	77.72'	833.00'	5°20'46"	S3°37'10"E	77.70'	S06°17'32"E	S02°56'47"E
C11	87.98'	564.00'	8°56'15"	N89°13'11"E	87.89'	N84°45'04"E	S86°18'42"E
C12	98.27'	630.00'	8°56'15"	N89°13'11"E	98.17'	N84°45'04"E	S86°18'42"E
C13	23.29'	15.00'	88°57'24"	N50°46'14"W	21.02'	S84°45'04"W	N39°17'32"W
C14	225.61'	767.00'	16°51'13"	S2°08'04"W	224.80'	S08°17'32"E	S10°33'41"W
C15	126.61'	833.00'	08°42'31"	N09°12'25"E	126.49'	N03°51'10"E	N10°33'41"E
C16	17.44'	84.00'	11°53'46"	N07°46'04"E	17.41'	N13°44'58"E	N01°51'10"E
C17	27.84'	116.00'	13°44'59"	N05°52'28"E	27.77'	N00°00'00"E	N13°44'58"E
C18	5.69'	14.50'	22°30'01"	N11°15'01"E	5.66'	N22°30'01"E	N00°00'00"E

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified May 23, 2022

Department of Administration

MSA
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
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REVISED MAY 3, 2022

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102 - Nonstock Corporation Articles of Incorporation

Name of Corporation

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

Article 1 Name of Corporation:	Wild Oak Stoughton Condominium Association, Inc.

Article 2 Principal Office

Mailing Address:	2525 Via La Selva
City:	Palos Verdes Estates
State:	CA
Zip Code:	90274

Article 3 Registered Agent

Registered Agent Individual:	Robert C. Procter
Name of Entity:	
Street Address:	2 East Mifflin Street #200
City:	Madison
State:	WI
Zip Code:	53703
Email:	rprocter@axley.com

Select Statement

Article 4 Select one statement:	The corporation will have members
Article 5 Is this corporation authorized to make distributions under the statute?:	No
This document was drafted by:	Robert C. Procter

Article 6 Incorporator

Name:	Robert C. Procter
Street Address:	2 East Mifflin Street #200
City:	Madison
State:	WI
Zip Code:	53703

Incorporator Signature

I understand that checking this box constitutes a legal signature:	Yes
Incorporator Signature:	Robert C. Procter

Article 7 Optional Articles

The purpose(s) for which the	Condominium Association

corporation is incorporated:

Delayed Effective date:

Article 8 Directors

Name:	David West
Street Address:	2525 Via La Selva
City:	Palos Verdes Estates
State:	CA
Zip Code:	90274
Name:	Charles L. Elliot
Street Address:	2 East Mifflin Street #200
City:	Madison
State:	WI
Zip Code:	53703
Name:	Timothy J. Burke
Street Address:	2 East Mifflin Street #200
City:	Madison
State:	WI
Zip Code:	53703

Optional Contact Information

Name:	Robert C. Procter
Address:	2 East Mifflin Street #200
City:	Madison
State:	WI
Zip Code:	53703
Phone Number:	608-283-6762
Email Address:	rprocter@axley.com

Endorsement

	FILED
Received Date:	08/16/2023
Entity ID:	W083105

Draft 8.24.2023

DECLARATION OF
WILD OAK STOUGHTON, A CONDOMINIUM

This Document was drafted by and should be returned to:

Robert C. Procter, Esq.
Axley Brynelson, LLP
2 East Mifflin Street, Suite 200
Post Office Box 1767
Madison, WI 53701-1767

281/0510-011-8165-2

Tax Parcel Identification Numbers

There are no objections to this condominium with respect to Sec. 703 Wis. Stat. and it is hereby approved for recording.

Dated this _____ day of _____, 2023

Dane County Planning and Development

Draft 8.24.2023

DECLARATION OF WILD OAK STOUGHTON, A CONDOMINIUM

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Draft 8.24.2023

DECLARATION
OF
WILD OAK STOUGHTON, A CONDOMINIUM

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin (the "***Act***"), Chapter 703, Wisconsin Statutes, by DRW 51 WEST, LLC, a Wisconsin limited liability company (the "***Declarant***").

ARTICLE I
DECLARATION AND STATEMENT OF PURPOSE

The Declarant declares that the lands legally described in Section 2.2 and shown on the Condominium Plat attached as **Exhibit A**, together with all improvements to be constructed thereon and all easements, rights, and appurtenances pertaining thereto (the "***Condominium***"), is subjected to this Declaration and to the condominium form of ownership as provided in the Act.

ARTICLE II
LEGAL DESCRIPTION, NAME/ADDRESS, RESTRICTIONS AND DEFINITIONS

2.1 Name/Address. The name of the Condominium is Wild Oak Stoughton, a Condominium. The address of the Condominium is 2860 Wild Goose Way, Stoughton, WI 53589.

2.2 Legal Description. The real estate subject to this Declaration is Lot 6 of the Plat of 51 West, recorded in Volume 61-0638 of Plats on Pages 377-379 as Document Number 377-379 in the Office of the Dane County Register of Deeds and as shown on the Condominium Plat attached as **Exhibit A** (the "***Land***").

2.3 Covenants, Conditions, Restrictions, and Easements. On the date this Declaration is recorded, the Condominium shall be subject to:

(a) General taxes not yet due and payable;

(b) Easements and rights in favor of gas, electric, telephone, water, cable and other utilities;

(c) All other easements, covenants, and restrictions of record;

(d) All municipal, zoning, and building ordinances;

(e) All other governmental laws and regulations applicable to the Condominium; and

(f) All mortgages of record.

2.4 Definitions. Except as modified herein, the definitions contained in the Act shall govern the interpretation of this Declaration.

ARTICLE III
UNITS

3.1 Definition. "***Unit***" shall mean the part of the Condominium intended for independent living use located within a Building, including the attached garage space assigned to that Unit, as shown on the Condominium Plat. The buildings shown on the Condominium Plat may be referred to individually as a "***Building***" and collectively as the "***Buildings***".

3.2 Description/Boundaries of Unit. A Unit in the Condominium shall include:

(a) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress and egress thereto. The parametrical boundaries of the cubicles shall be the inside face of the studs or concrete forming the walls, extended to an intersection with the upper and lower boundaries. The upper boundary of each Unit shall be the inside face of the studs or joists forming the ceiling. Any attic storage area shall be part of the Unit. The lower boundary of each Unit shall be the horizontal plane of the uncovered or unfinished upper surface of the floor, including concrete surfaces. The cubicles of air shall include the attached garage space.

(b) Any and all appliances and other fixtures contained in the Unit, which items may include, but not be limited to, refrigerator, dishwasher, disposal, laundry equipment including dryer ducting, range, range hoods, intake and exhaust fans, compactor, cabinets, carpeting, floor covering, wall coverings, electric baseboard heaters, electric wall heaters, furnaces including ducts, radiators including piping, controls for heating system, air conditioning equipment including any external components and including ducts, humidifier and dehumidifier systems, controls for air conditioning systems, and security systems.

(c) All improvements attached to the Unit (to serve that specific Unit only) by the prime contractor or subcontractor, or subsequently attached by the Unit Owner or at his or her direction together with any improvements or alterations thereto, although said items may be outside the defined cubicle of air, and shall include but are not limited to the following:

(1) All drywall;

(2) The patio, screen porch, and concrete stoop for each Unit as shown on the Plat;

(3) All doors, including garage doors, windows and glass, if any, their casements, and all of their opening, closing, and locking mechanisms and hardware;

(4) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them and all floor, wall, baseboards or ceiling electrical

outlets and switches and junction boxes serving them; and all internal wiring between the foregoing and the main fuse or breaker box.

(5) All cable including but not limited to telephone, fax, television, video, and audio computer, and internet cable and related inlets and outlets, together with all antennae, if any, to the Unit and the junction box serving it;

(6) All plumbing and natural gas fixtures and piping, valves and other connecting and controlling materials and devices lying between the fixtures and the main water, sewage lines and natural gas exterior connection (prior to any utility meter) at the lowest level of the Unit including, but not limited to, utility meters, water heaters, water softeners, and water filters;

(7) Any free standing fireplace, including its chimney and chimney flue serving the Unit;

(8) The stairway and stairwells located within a Unit;

(9) Any heating, ventilation, and air conditioning system that only serve a Unit.

(d) Specifically not included as part of the Unit are the driveways and sidewalks leading to any Unit and the patios, which items shall be Limited Common Elements as set forth in the Condominium Plat. Also specifically not included as part of the Unit are those structural components of each building and any portion of the plumbing, electrical or mechanical systems of the building serving more than one Unit or serving another Unit, even if located within the Unit, which shall be Common Elements. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit or serve another Unit are Common Elements.

3.3 Improvements and Alterations to Unit. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written approval of the Association, which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.4 Common Ingress/Egress Between Adjoining Units; Removal of Common Wall. Unit Owner(s) of two adjoining Units which are located within a single building may construct so as to provide and maintain ingress and egress between said adjoining Units, either through a common wall, or by removing all or part of any common wall which separates said adjoining Units, provided that all construction is performed so as to: (i) not change the exterior appearance or outside dimensions of either of said adjoining Units, (ii) not remove, change or relocate any load bearing wall(s) or otherwise weaken the support structure of either of said adjoining Units, and (iii) not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements, and further provided that the expenses incurred in connection therewith, and for restoration of any such changes made, so as to conform said Units to the original floor plans as shown on the Condominium Plat, when necessary, are paid by the (respective) Unit Owner(s) of said adjoining Units. In addition, notwithstanding any such interior changes made as herein provided, all adjoining Units shall remain as individual condominium Units for all purposes as herein defined including, but not limited to, voting, payment of required common expenses, condominium dues, fees and assessments. Such modification shall require the approval of the Association which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee. The creation of such common ingress/egress or removal of common wall does not constitute a relocation of the boundaries of the Units or the merger of Units. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.5 Relocation of Unit Boundaries, Merger of Units, Separation of Merged Units. Subject to the provisions of Section 703.13(6), (7) and (8) of the Act, the Owner or Owners of adjoining Units may relocate the boundaries between the adjoining Units, merge adjoining Units, and separate a merged Unit to adjoining Units. Such modification shall require the approval of the Association which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.6 Identification. Units shall be identified by Unit number as specified on the Condominium Plat of the Condominium, which shall be recorded contemporaneously with this Declaration.

ARTICLE IV
COMMON ELEMENTS

4.1 Definition. "***Common Elements***" shall mean all of the Condominium except the Units. The Common Elements include, without limitation, the following:

(a) The Land;

(b) The foundations, columns, pilasters, girders, beams, supports, and main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(c) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

(d) The part of any utilities such as natural gas, electricity, sewer, or water that service more than one Unit;

(e) Cluster mailbox islands;

(f) Outdoor parking stalls; and

(g) Any other portion of the improvements to the Land that is not part of a Unit as described above.

4.2 Use. Except as otherwise provided herein, and subject to the Bylaws of the Association, as hereinafter defined, and subject to any Rules and Regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to the Owners of the Units.

4.3 Percentage Interest. There shall be appurtenant to the Units an undivided interest in the Common Elements (the ***"Percentage Interest"***) equal to five percent (5%).

4.4 Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referenced therein. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of a Unit Owner's individual interest in the Common Elements shall be void unless the Unit to which it is attached is also transferred.

ARTICLE V
LIMITED COMMON ELEMENTS

5.1 Definition. "***Limited Common Elements***" shall mean those Common Elements reserved for the exclusive use of one or more but less than all of the Owners of Units.

5.2 Description. The Limited Common Elements and the Unit or Units to which their use is reserved are identified in this Declaration and on the Condominium Plat, including without limitation, the walkways and driveway extending from a Unit to the main drive thoroughfare, and any other improvements as permitted in Section 5.4 below.

5.3 Use. Except as otherwise provided herein or in the Bylaws of the Association or as may be regulated by the Association, pursuant to its adopted Rules and Regulations, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements. Each Unit Owner shall have the perpetual unrestricted right of ingress and egress from his or her Unit over said Limited Common Elements associated with the Unit.

5.4 Improvements to Limited Common Elements. Subject to the provisions herein provided, a Unit Owner may improve, including the enclosure of the limited common elements appurtenant exclusively to that Owner's Unit if all of the following conditions are met:

(a) A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.

(b) The improvements will not interfere with the use and enjoyment of the Units of the other Unit Owners nor the Common Elements or Limited Common Elements of the Condominium.

(c) The improvement will not impair the structural integrity of the Condominium.

(d) Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association.

(e) All costs and expenses of the improvement and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit Owners from liens on property of the Association or of other Unit Owners that otherwise might result from the improvement.

(f) A copy of any required building permit must be provided to the Association prior to the commencement of any construction.

5.5 Temporary Limited Common Elements. During the original construction of a building that will, when finished, contain one (1) or more Units or other improvements, the building site or site of improvements shall be designated as a Temporary Limited Common Element. The building/improvement site shall be more specifically determined by the Declarant or its assigns, which shall have the exclusive use of such area during the construction period (for the Declarant and the Declarant's contractors and subcontractors and respective employees and agents) and shall be responsible for all costs of the original construction, road and parking improvements, and landscaping within the building site. Upon the issuance of an occupancy permit for the Unit or Units within the Building by the municipality in which the Condominium is located, the temporary Limited Common Element for the building site shall terminate and the building site shall then become a Unit or Units, Common Element or Limited Common Element, as hereinbefore defined and as shown on the Condominium Plat.

ARTICLE VI
USES

6.1 Residential Purposes Only. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential purposes only and shall not be used for any trade or business, whether for profit or not for profit, except for "home

occupation" as that term or such similar term is defined in the ordinances of the City of Stoughton. Each Unit shall be used for single-family purposes. The term "family" shall have the meaning set forth in the zoning code of the City of Stoughton, as such provision may be amended from time to time. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements and Common Elements shall comply with all Ordinances of the municipality in which the Condominium is located, and any other restrictions as contained in the Association Bylaws and any Rules and Regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity that would increase the insurance rates on the Condominium.

6.2 Leasing.

(a) No Unit shall be rented or leased for short term rental (e.g., Airbnb, Vrbo, etc.), hotel, or transient purposes.

(b) No Unit Owner may rent or lease its Unit unless the Unit Owner is facing a hardship approved by the Association, which approval shall not be unreasonably withheld. The Association may impose reasonable conditions on such approval beyond those set forth in this Declaration, its Bylaws, and its Rules and Regulations. Examples of hardships that the Association may consider include, without limitation, the sudden transfer of a Unit Owner to a new out-of-state job location, illness of the Unit Owner or relative that would require a temporary absence, or the deployment of a soldier on a tour of duty. The Association's approval will be subject to this Section, its Bylaws, and any Rules and Regulations adopted by the Association.

(c) No Unit Owner may have more than one Unit that the Unit Owner leases or rents at any one time.

(d) To meet Fannie Mae and Freddie Mac lending guidelines, the Association shall not approve the leasing of more than thirty-five percent of the Units at any given time. The Association may make exceptions to this provision based on changes to the Fannie Mae and Freddie Mac lending guidelines, other similar, applicable government-sponsored enterprise or program, or for any other reasonable reason so long as it will not cause an economic detriment to the other Unit Owners.

(e) The restrictions against renting and leasing of a Unit do not apply to the renting or leasing to a member of the Unit Owner's Immediate Family. The term ***"Immediate Family"*** shall mean the Unit Owner's lineal ascendants, lineal descendants, siblings, or spouse of siblings whether by blood or by adoption. The restrictions shall not be construed to prohibit a Unit Owner from having a person or persons who provide living assistance to the Unit Owner living with the Owner, regardless of the contractual arrangement, or prohibit any rental necessary to comply with any applicable law.

(f) Requirements For Leasing Units. Subject to Section 6.2(a)-(e), a Unit approved for renting shall have a lease that provides that:

(1) the term of any such lease shall not be less than twelve (12) months;

(2) the lease shall not automatically renew (i.e., after expiration of the initial lease there would need to be a new lease subject to approval of the Association under this Section 6.2);

(3) the Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(4) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(5) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

(g) Violations / Remedies. In addition to those remedies set forth in Article XVII, the Association shall have the following remedies available for any violation of this Section 6.2.

(1) During the term of any lease of all or any part of a Unit, the Unit Owner shall remain liable for the compliance by its tenants with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association.

(2) In the event that a Unit Owner leases out its Unit or any portion of its Unit in violation of this provision, the Association may impose a daily fine up to the greater of: (i) an amount equal to the daily rental amount being charged by Owner to its tenant, and (ii) $100 (this daily fine shall be increased every five years by 15%).

(3) In addition to any fines imposed under this Section, the Unit Owner shall reimburse the Association for all costs incurred by the Association, including attorneys' fees incurred to enforce this Section, any action the Association takes against the Unit Owner's tenant, and for the collection of any outstanding amounts owed by the Unit Owner to the Association under this Section.

(h) The restrictions contained in this Section 6.2 shall not apply to the rental or leasing of any Units by the Declarant, and the Association may not adopt any Bylaw or Rule or Regulation that would restrict the Declarant's rights in any way to lease or rent the Declarant's Units.

6.3 Sign Restriction. Except for Condominium Association identification signs, traffic control signs, maintenance building identification signs and building address signs, and such other signs as approved in the Rules and Regulations, no signs, advertisement, notice, or other lettering shall be exhibited on any portion of any Unit or on any other portion of the Condominium property, except the Declarant shall have the right to exhibit one or more temporary project identification signs and sale office signs with related marketing information and ''For Lease" or "For Sale" signs in Units owned by the Declarant. In lieu of individual "For Sale Signs" in front of the individual Units, the Association shall maintain, and the Unit Owners shall utilize a common "For Sale" sign for the complex.

6.4 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All receptacles for storage and disposal of garbage and waste material (e.g., garbage cans) shall follow all City of Stoughton requirements and directions and shall be kept in a clean and sanitary condition and suitably screened from view from the street, except on collection day.

6.5 Trash. Trash containers shall be kept inside garages and may be placed upon the curb only on days of trash collection. No garbage, refuse or cuttings shall be placed upon the curb unless in a suitable container.

6.6 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

6.7 Animal Restriction. Only animals as permitted in the Association Rules and Regulations shall be allowed in the Condominium and its Units and only if such animal(s) does (do) not unreasonably disturb the other residents. Owners of such animal(s) shall abide by all applicable ordinances and regulations and shall be responsible for any inconvenience or damage caused by such animals. All such animals must be housed in their respective Owner's Unit and may not be housed, kenneled, or in any way kept on the Common Elements or Limited Common Elements. Furthermore, the owner of any such animal shall be responsible for the immediate removal of his or her animal's excrement from the Common Elements or Limited Common Elements. No pet shall be permitted upon any part of the Common Elements except on a leash and accompanied by a Unit Owner.

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

6.9 Enforcement. This Article VI shall be binding upon all Unit Owners and shall be enforced in the Remedies set forth in Article XVI. Any and all attorneys' fees and other expenses incurred by the Declarant or the Association in the enforcement of this article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE VII
UNIT OWNER

A "***Unit Owner***" shall mean a person, combination of persons, partnership, corporation or other legal entity, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units for which an occupancy permit has been issued by the municipality in which the Condominium is located.

ARTICLE VIII
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

8.1 Definition. "***Association***" shall mean Wild Oak Stoughton Condominium Association, Inc., a Wisconsin nonstock corporation organized and existing under and pursuant to Wis. Stat. Chapter 181.

8.2 Membership. Every Unit Owner shall be a member of the Association and shall be subject to its Articles of Incorporation, Bylaws, and Rules and Regulations adopted by it for use and management of the Condominium. By becoming members of the Association, each Unit Owner automatically assigns the management and control of the Common Elements of the Condominium to the Association. If title to a Unit is held by more than one person, each of such persons shall be a member. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by such Unit Owner(s). Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person(s) or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

8.3 Voting Rights. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the way the vote is to be cast, no vote may be accepted from the Unit. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and current mailing address of the Mortgagee of the Unit, if any, has been provided to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a

statement of condominium lien on the Unit and the amount necessary to release the lien or to pay such obligation has not been paid at the time of voting. Further, one who holds a land contract purchaser's interest or other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Dane County Register of Deeds.

8.4 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, the Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 8.5, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing such period of Declarant control is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, or (c) thirty (30) days after the Declarant's election to waive its right of control.

8.5 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33⅓%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 8.4 and this Section 8.5, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the total number of Units under this Declaration and the Condominium Plat.

8.6 Termination of Control. Upon termination of the above specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (iii) to do all other acts Declarant

shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

8.7 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers and obligations by a written recorded instrument to any other party who assumes such rights, powers and obligations. Upon the recording of any such assignment, such assignee shall become the "***Declarant***" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and the assignee named therein.

8.8 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or to effectuate any such right or privilege.

8.9 Rules and Regulations. The Association may, by action of its Board of Directors taken in accordance with the Bylaws, adopt such reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

ARTICLE IX
REPAIRS AND MAINTENANCE

9.1 Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all improvements constructed within the Unit, except to the extent any repair cost is paid by any Association's insurance policy described in Article X. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.2 Limited Common Elements. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness and presentability of the Limited

Common Elements which use is reserved to the Unit. If the Unit Owner fails to maintain the general cleanliness and presentability of a Limited Common Element, the Association, upon fifteen days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.3 Common Elements. Except as provided in Section 9.2, the Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. Unless otherwise undertaken by the Association, each Unit Owner shall be responsible for snow and ice removal from the patio or balcony serving his or her Unit.

9.4 Entry By Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of Units as set forth in Sections 9.1 and 9.2, or of public utilities, or for any other matter for which the Association is responsible. Except in the case of emergency, no entry may be had by the Association until the expiration of twenty-four hours from the date written notice is provided to the Unit Owner that maintenance, construction or repair is necessary and, in any event, entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. In the event the Association reasonably believes that an emergency situation exists, the Association may enter an Owner's Unit without prior notice to said Owner. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense as hereinafter defined.

9.5 Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements, Limited Common Element or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Limited Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements, Limited Common Element or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

ARTICLE X
INSURANCE

10.1 Fire and Extended Loss Insurance for the Common Elements. The Association shall obtain and maintain fire, casualty, and extended coverage / all-risk / special form insurance coverage for the Common Elements, and for the Association's service equipment, supplies and personal property. Insurance coverage shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in this Article X.

10.2 Public Liability Insurance. The Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $500,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

10.3 Fidelity Insurance. The Association may maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than one hundred percent (100%) of the Association's annual operating expenses and reserves.

10.4 Unit Owners' Insurance. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for his or her Unit for not less than the full replacement value thereof. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units.

10.5 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and

disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers qualified to do business in the State of Wisconsin.

10.6 Disbursement. Insurance proceeds for damage or destruction of the Common Elements shall first be disbursed by the trustees for the repair or restoration of the damaged Common Elements, and the Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless a court has ordered partition of the Condominium property or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

10.7 Commencement. All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE XI
RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

11.1 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to $10,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

11.2 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable and unless otherwise required due to changes in the building or zoning code, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the Board of Directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an addendum to Condominium Plat or amendment to Condominium Declaration as necessary shall be recorded by the Association setting forth such authorized variance.

11.3 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Article X shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no

responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.6. (Any insurance purchased by the Association pursuant to Section 10.4 shall be held by the Association as trustee for the subject Unit Owner(s) and used to pay for Unit Owner repairs to the extent that insurance funds are available. The Association shall not be liable for any deficiencies.)

11.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association (other than deficiencies in funds available to make repairs to a Unit or Units), a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's Percentage Interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

11.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements.

11.7 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case, within two hundred seventy days of the damage or destruction.

ARTICLE XII
EMINENT DOMAIN/CONDEMNATION

12.1 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interest in the Common Elements.

12.2 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

12.3 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless approved by the Board of Directors of the Association and a majority of the first Mortgagees shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an addendum to the Condominium Plat or an amendment to the Condominium Declaration shall be recorded as necessary by the Association setting forth such authorized variances.

12.4 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. Each Unit Owner shall be responsible for rebuilding his or her Unit.

12.5 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest in the Common Elements and shall constitute a Common Expense.

12.6 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

12.7 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XIII
COMMON EXPENSES/GENERAL AND SPECIAL ASSESSMENTS

13.1 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association shall be deemed to be common expenses (the "***Common Expenses***"), including, without limitation, expenses incurred for landscaping and lawn care, snow shoveling and plowing; improvements to the Common Elements, common grounds security lighting, municipal utility services provided to the Common Elements, trash collection, and maintenance and management salaries and wages.

13.2 General Assessments. The Association shall levy monthly general assessments (the "***General Assessments***") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests in the Common Elements, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover the total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

13.3 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "***Special Assessments***") against the Unit Owners, or any of them, for deficiencies in the case of Unit or Limited Common Element maintenance as required of the Unit Owner or destruction or condemnation as set forth in this Declaration; for defraying the cost of improvements to the Common Elements; for the collection of moneys owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit.

13.4 Payment of General and Special Assessments by Automatic Withdrawal. The Association may require payment of general and special assessments by each Unit Owner by automatic withdrawal from a depository account. Upon the Association requiring payment by automatic withdrawal, each Unit Owner shall open the necessary depository account and shall provide the Association such information, forms and authorization as necessary to facilitate such automatic withdrawal.

13.5 Common Surpluses. If the surpluses of the Association (the "***Common Surpluses***") should be accumulated, other than surpluses in any construction fund, such Common Surpluses may be credited against the Unit Owners' General Assessments in

proportion to their respective Percentage Interests in the Common Elements or may be used for any other purpose as the Association may determine.

13.6 Certificate of Status. The Association shall, upon the written request of an Owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

13.7 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "***Manager***"), including one or more affiliates of Declarant, under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes. The Association may obtain, contract and pay for legal and accounting services necessary or desirable in connection with the operation, management and control of the Condominium community or the enforcement of the provisions of the Declaration.

13.8 Enforcement. The assessments, both general and special, of Common Expenses, together with such interest as the Association may impose hereunder or in the Bylaws for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Wisconsin Statutes.

13.9 Suspension of Voting Rights. If any assessment, both general and special, of Common Expenses is delinquent and a statement of Condominium lien as described in Section 703.165(8) of the Wisconsin Statutes has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

13.10 Responsibility of Transferees for Unpaid Assessments. Unless otherwise provided by law, with regard to transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit accruing up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments due and payable by the transferor, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid Assessments made by the Association against the transferor in excess of the amount therein set forth. The Association shall have the right to charge reasonable fees for providing such statements.

13.11 Foreclosure. In the event the Mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the

Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expenses or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners.

13.12 Reserve Fund. The Declarant has not established a statutory reserve Account. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual Condominium budget shall include funding for the reserve fund at a level determined appropriate by the Association. This reserve fund shall not be a Statutory Reserve Account under Section 703.163 of the Wisconsin Statutes; provided, however, that nothing herein prohibits the Association from creating a Statutory Reserve Account.

ARTICLE XIV
AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended by the written consent of at least seventy-five percent (75%) of the Unit Owners, provided, however, that no such consent is effective until approved in writing by each of the consenting Unit Owners' underlying Mortgagee and, further provided, that no such amendment may substantially impair the security of any nonconsenting Unit Mortgagee. For purposes of this provision and Declaration, each Unit shall have one vote. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at such Unit Owner's address on file with the Association.

Notwithstanding the foregoing, each Unit Owner and Mortgagee hereby makes, constitutes, and appoints the Declarant, by its authorized agent, as their true and lawful attorney for them and in their name, place and stead, to execute, deliver and record amendments to the Declaration, provided such amendments are only intended to (a) correct errors or omissions or clarify ambiguities, (b) cause the Declaration to be in compliance with the Act, or (iii) cause the Declaration to include provisions regarding Mortgagee rights which, in the reasonably exercised discretion of Declarant, will encourage lenders to make, purchase, insure or guarantee Mortgages. No amendment executed pursuant to this Article XIV may change the definition of a Unit, increase the number of Units, alter the boundaries of Common Elements or Limited Common Elements, or increase the Assessments otherwise provided for herein. The power of attorney hereby granted is coupled with an interest and shall survive the death or incompetency of a Unit Owner and the effective time when the Declarant relinquishes control of the Association as provided in Section 8.6.

ARTICLE XV
NOTICES

15.1 Notices to Resident Agent. The person to receive service of process for the

Condominium or the Association shall be Robert C. Procter, Axley Brynelson, LLP, 2 East Mifflin Street, #200, Madison, WI 53703 or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions or successor office.

15.2 Notices to Unit Owners. All notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

15.3 Notices to Mortgagees/Land Contract Vendor. Any first mortgagee (including the holder, insurer or guarantor thereof) or land contract vendor of a Unit, upon written request to the secretary of the Association stating the name and address of the requesting entity and the name of the Unit Owner, Unit number and Unit address on which the entity holds its interest, shall be entitled to notice of (a) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing the mortgage or land contract, (b) any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of a Unit secured by said mortgage or land contract of any obligation under the Condominium Declaration, Bylaws, Rules and Regulations, and related documents, (c) a lapse, cancellation or material modification of any insurance policy maintained by the Association and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. Notice shall be given by personal delivery or sent by first class mail to the Mortgagee at the address provided for in said written request.

ARTICLE XVI
REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple Owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Stoughton or the County of Dane to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period thereafter, petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article XIII), to the extent that he or she so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the

violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the Owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article XIII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations. In the event that the Declarant becomes subject to litigation relating to this Declaration and the Declarant is the prevailing party in said litigation, the Declarant shall have the right to recover in addition to all other damages and relief, its costs and reasonable attorney fees incurred in such litigation.

ARTICLE XVII
EASEMENTS / STORMWATER MANAGEMENT

17.1 Blanket Easement. A blanket easement is hereby reserved over, through and underneath the Units, the Limited Common Elements, and the Common Elements for ingress and egress for present and future utility services, including but not limited to, easements for natural gas pipes, drainage, water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable TV wires, security wires, street lights, and for police, fire and emergency vehicles, and for any other purposes for which a blanket easement is created upon, across, over, through or under the herein described real estate for the purposes set forth above, whether or not any such (blanket) easement or easements are shown on the Plat or any exhibits attached hereto. Specific easements for drainage, utility service, including but not limited to installation, replacement, repair and maintenance of all utility and service lines and systems as set forth above, are hereby reserved to the Declarant and the Association. Specific easements for ingress and egress, other than as set forth above, are reserved to the Declarant and the Association for the purpose of installation or making any repairs and/or maintenance to any utility such service lines and/or systems, including drainage, which are the obligation of the Association. The Declarant or Association may grant such easements to public or private utilities as necessary. The Association shall be responsible for any damage resulting from such installation, maintenance and/or repairs as set forth above. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Declarant and the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result

in delayed entry. Such entry shall be done with as little inconvenience to the Unit 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 for cause in the discretion of the Board of Directors.

17.2 Stormwater Management Measures.

(a) The Declarant has caused or will cause there to be constructed on the Condominium stormwater management measures to the extent necessary to effectuate the planned drainage and flow of stormwater for the Condominium as required by applicable governmental authorities. These stormwater management measures may include, without limitation, grading, swales, and stormwater ponds. All stormwater management measures shall be Common Elements, and shall be maintained by the Association. No Unit Owner shall take any action that would obstruct or hinder the operation of the stormwater management measures.

(b) In the event that the Association fails to maintain any of the stormwater management measures, and such failure continues for a period of thirty (30) days following delivery of written notice to the Association, the City and its agents, employees, and contractors shall have the right, but not the obligation, to enter upon the Condominium at any time for purposes of maintenance, replacement, and repairs and is hereby granted a permanent, non-exclusive easement over the Condominium's Common Elements to conduct such maintenance, replacement and repairs. These rights and remedies include, but are not limited to, ultimately contracting to perform such maintenance or repairs as it shall deem necessary and charging the costs incurred by the City as a special assessment or a special charge upon the next tax roll equally against all of the Unit Owners. The City shall have the right, but not the obligation, to enter upon the Condominium's Common Elements at any time for purposes of inspection and undertaking necessary maintenance and repairs. In accordance with Wis. Stat. § 66.0703(7)(b), the Unit Owners hereby waive all special assessment notices and hearings required by Wis. Stat. § 66.0703, and further agree and admit that the assessed property receives a benefit from the work, which is equal to or greater than the total cost of the work.

ARTICLE XVIII
GENERAL

18.1 Utilities. Each Unit Owner shall pay for his or her telephone, electrical, cable, natural gas, and other utility services, including sewer and water, which are separately metered or billed for each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses. The Association shall have the right to use any outside water connections billed to a Unit Owner's water meter to provide water for maintenance of exterior Common Elements (lawn, trees and shrubs) adjacent to and in the vicinity of the Unit.

18.2 Encroachments. If any portion of a Unit, Limited Common Elements or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and

subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist. The Declarant or Association may record an amended Condominium plat showing such as built Units, Limited Common Elements or Common Elements.

18.3 Nuisances. No nuisances shall be allowed upon the property comprising the Condominium, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an unreasonable increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition.

18.4 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's Bylaws, or of any Rules and Regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions shall not be affected.

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

18.6 Non-waiver. No covenant, restriction, condition, obligation, right or other provision contained in this Declaration shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any lapse of time.

18.7 Severability. The invalidity of any covenant, restriction, condition, limitation, easement, reservation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid or unenforceable by a court of competent jurisdiction.

EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF, this Declaration has been executed this ___ day of ____, 2023.

DRW 51 WEST, LLC

By: _____
David R. West, Managing Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on _____ by David R. West, the Managing Member of DRW 51 WEST, LLC.

EXHIBIT A

WILD OAK STOUGHTON CONDOMINIUM

CONDOMINIUM PLAT
LOT 6, 51 WEST PLAT
LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 1, T5N, R10E, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

There are no objections to this condominium with respect to Sec. 703 Wis. Stats and is hereby approved for recording.

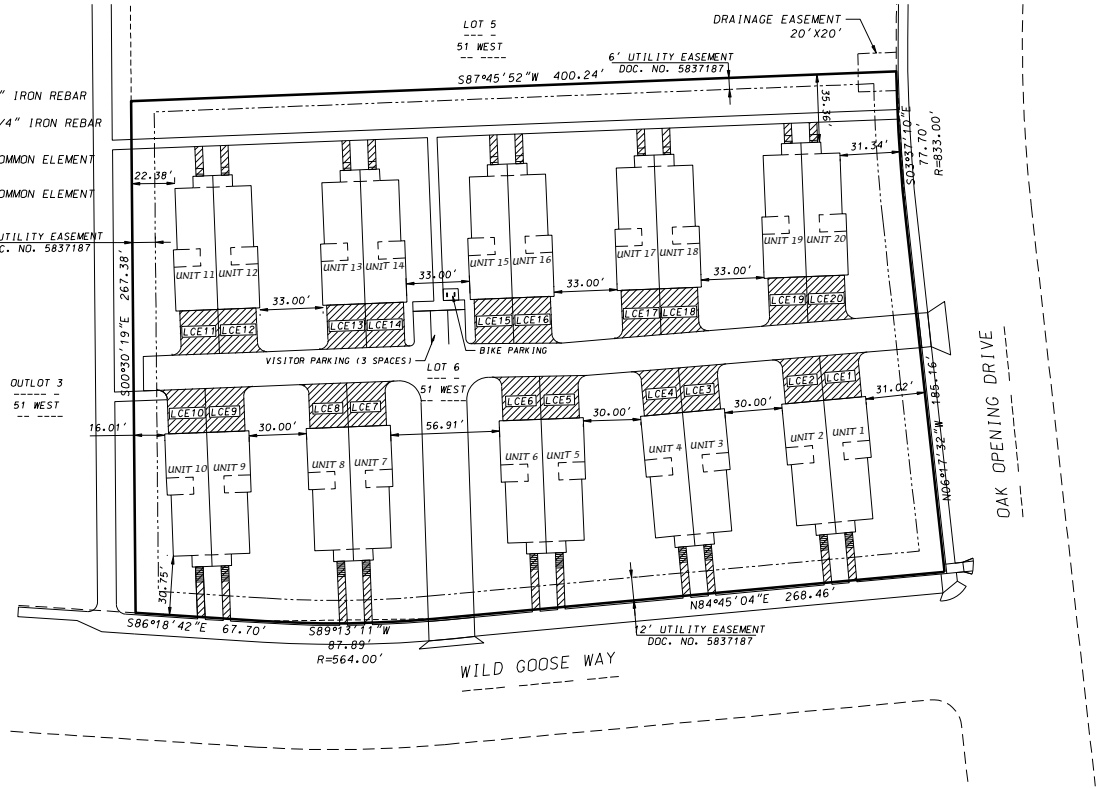
Dated this ____ day of _____ , 20_____

_____
Dane County Planning and Development

0 50' 100'
1"=50'

LEGEND

- FOUND 3/4" IRON REBAR
- FOUND 1 1/4" IRON REBAR
- LIMITED COMMON ELEMENT
- LCE11 LIMITED COMMON ELEMENT UNIT 11



LEGAL DESCRIPTION

Lot 6, 51 West Plat, recorded in Vol 61-0638 of Plats on Pages 377-379, as Document No. 5837187, Dane County Registry, located in the NE1/4 of the NE1/4 of Section 1, T5N, R10E, City of Stoughton, Dane County, Wisconsin. Contains 111,330 sf (2.556 AC).

SURVEYOR'S CERTIFICATE

I, Brett T. Stoffregan, Professional Land Surveyor, S-2742, do hereby certify that to the best of my knowledge and belief, that, in accordance with Chapter 703.11(4) of Wisconsin Statues, this plat is a correct representation of the condominium herein described and that the identification and locations of each unit and the common elements can be determined for the plat, and survey of the property is in compliance with the requirements of Chapter A-E7 of Wisconsin Administrative Code.

Dated this_____day of_____, 2023

_____
Brett T. Stoffregan, Professional Land Surveyor, S-2742

REGISTER OF DEEDS CERTIFICATE

Received for recording this_____day of_____, 2023 at ___o'clock___.M. and recorded in Volume _____ of Condominium Plats on Pages _____ as Document Number _____.

_____
Kristi Chlebowski, Dane County Register of Deeds

NOTES:

1. All of this condominium except units and areas labeled limited common elements are common elements.
2. Limited common elements are assigned to the unit they directly abut.
3. Building dimensions based on plans provided by the owner.
4. Plat prepared for David West, DRW 51 West LLC.
5. Field work completed on June 28, 2023.
6. Units 1-20 each have a total area of 1,790 sf.

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

FN:22-03-101

EXHIBIT A

WILD OAK STOUGHTON CONDOMINIUM

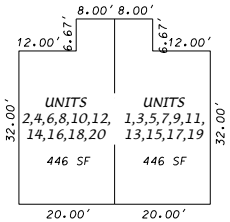
CONDOMINIUM PLAT
LOT 6, 51 WEST PLAT
LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 1, T5N, R10E,
CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

0 20' 40'
1"=20'

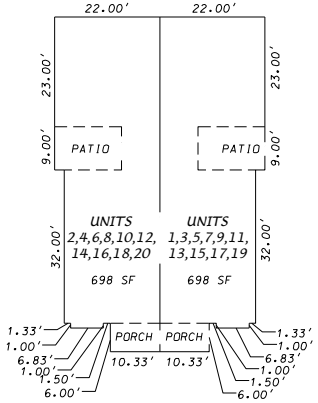
There are no objections to this condominium with respect to Sec. 703 Wis. Stats and is hereby approved for recording.

Dated this ____ day of _____ , 20_____

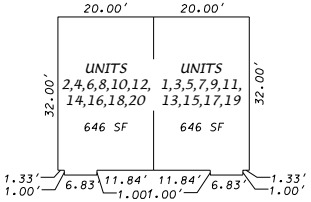
_____
Dane County Planning and Development



LOWER LEVEL



FIRST FLOOR LEVEL



SECOND FLOOR LEVEL

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

FN:22-03-101

EXECUTIVE SUMMARY

Condominium Name: Wild Oak Stoughton, a Condominium

This Executive Summary was prepared or revised on August 24, 2023 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an 🕮 icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name Wild Oak Stoughton Condominium Association, Inc.
- Association address 2525 Via La Selva, Palos Verdes Estates, CA 90724
- The association is managed:
  - ☐ By the Unit Owners (self-managed)
  - ☐ By a management agent or company
  - ☒ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium David R. West
- Address, phone number, and other contact information for the contact person 2525 Via La Selva, Palos Verdes Estates, CA 90724; (310) 997-7504; davidrowlandwest@gmail.com

🕮 For condominium document references regarding association governance and a condominium contact person, see David R. West

2. Parking

- Number of parking spaces assigned to each Unit: 2 Number Outside 2 Inside _____
  - ☐ Common Element ☒ Limited Common Element ☒ Included as part of the Unit
  - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, $_____ per _____
  Other (*specify*): _____
- Parking assignments reserved or designated on the plat or in the condominium documents:
  ☐ No ☒ Yes -- Where? Plat
- Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
- Describe parking available for visitors There are three designated visitor parking stalls. Unit Owners may allow visitors to park in their driveways.
- Describe any other parking restrictions There is no parking on the shared driveways.

🕮 For condominium document references to parking, see Condominium Rules and Regulations

3. Pets

- Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: _____

Axley Brynelson, LLP 2 E. Mifflin Street, Suite 200 Madison, WI 53703 Phone: 608 283-6760 Fax:
Axley Brynelson

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- Pet rules and restrictions: **Pets must be on a leash. Owners must pick up after pets. Pets may not be a nuisance. The Association may adopt future rules and regulations regarding pets.**

📖 For condominium document references regarding pet rules, see **Section 6.7 of the Declaration**

4. Unit Rentals

- May Unit Owners rent out their condominium units? ☐ No ☒ Yes -- describe the limitations and restrictions on unit rentals: **Units may be rented only if the Unit Owner is facing a hardship. Even if there is a hardship, leasing a unit may be restricted for other reasons.**

📖 For condominium document references regarding unit rentals, see **Section 6.2 of the Declaration.**

5. Special Condominium Amenities or Features

None

(describe any special amenities and features)

- Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes -- cost:

📖 For condominium document references regarding special amenities, see **N/A**

6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: **the maintenance, repair, and replacement of all improvements constructed within the Unit**

📖 For condominium document references regarding unit maintenance and repair responsibilities, see **Section 9.1 of the Declaration.**

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- Person(s) responsible for common element maintenance, repair and replacement: **The Association**
- Repair and replacement of the common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other (*specify*):
- Person(s) responsible for limited common element maintenance, repair and replacement:
- Repair and replacement of the limited common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other (*specify*):

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see **Sections 9.2, 9.3, 9.4, and 9.5 of the Declaration**

8. Reserve Funds

- Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☒ Yes
- Does the association have a Statutory Reserve Account*? ☒ No ☐ Yes

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Total condominium reserve funds balance is $ _____

Note: This amount is current as of the date this Executive Summary was prepared or revised.

📖 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see **See Section 13.2 and 13.3**

***Note:** A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?
  ☐ Not applicable (no developer-owned units or declarant control has ended)
  ☐ No
  ☒ Yes -- describe in what way: **Each Unit owner pays its proporational share of the budgeted expenses, and the Declarant pays the balance.**
- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: **See Sections 13.1, 13.2, and 13.3**

📖 For condominium document references to condominium fees during the declarant control period, see **See Section 13.2 of the Declaration**

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?
  ☒ No ☐ Yes -- number of additional units that may be added through the expansion: _____ units
- Expansion period ends: _____
- Condominium management during the expansion period is by: **n/a**

📖 For condominium document references regarding condominium expansion plans, see **n/a**

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements ☐ No ☒ Yes
- Describe the rules, restrictions and procedures for altering a unit: **Can alter a unit but may not impair the structural soundness or integrity of any portion of the Condo**
- Describe the rules, restrictions and procedures for enclosing limited common elements: **must be approved by the Association, and all costs to be paid by the Unit Owner**

📖 For condominium document references to unit alterations and limited common element enclosures, see **See Sections 3.3 and 5.4 of the Declaration**

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale ☒ No ☐ Yes

📖 For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: ☒ No
  ☐ Yes -- amount charged: $ _____

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For condominium document references to fees charged in connection with a unit ownership transfer, see _____

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: [X] No [ ] Yes -- amount charged: $ _____

For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: [X] No [ ] Yes-- amount charged: $_____

For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

16. Other restrictions or features (optional): _____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

For condominium document references regarding condominium document amendment procedures and requirements, see **Article XIV of the Declaration**

This Executive Summary was prepared on the date stated on page one by **the Declarant** _____ (print name and title or position).

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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WILD OAK STOUGHTON CONDOMINUM

ESTIMATED ANNUAL BUDGET AND MONTHLY GENERAL ASSESSMENTS

Snow Removal	$	9,000.00
Lawn Care And Landscaping	$	16,000.00
Pest Control	$	1,000.00
Utilities For Common Elements	$	-
Stormwater Utility Fee	$	-
Annual Repairs And Maintenance	$	1,500.00
Sewer Lateral Maintenance	$	500.00
Miscellaneous / Contingency	$	360.00
Insurance	$	16,000.00
Accounting Fees	$	600.00
Legal Fees	$	1,000.00
Office Supplies	$	150.00
Social Functions	$	400.00
Contribution To Reserve	$	8,400.00
Subtotal	$	54,910.00
Management Fees @ 15% of Annual Budget	$	8,236.50
Total Estimated Annual Budget	**$**	**63,146.50**
Estimated Budget Per Unit Per Month	$	263.11
Total Monthly Assessment Per Unit	**$**	**275.00**
Total Expected Income 2024 (8 Units)	$	26,400.00
Total Expected Income On An Annual Basis After Completely Built	**$**	**66,000.00**

BYLAWS OF
WILD OAK STOUGHTON
CONDOMINIUM ASSOCIATION, INC.

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BYLAWS OF
WILD OAK STOUGHTON CONDOMINIUM
ASSOCIATION, INC.

ARTICLE I
NAME AND ADDRESS

1.01. Name; Purpose. The name of the corporation shall be Wild Oak Stoughton Condominium Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Wis. Stat. ch. 181.

1.02. Address. The initial principal office of the Association shall be located at 2 East Mifflin Street #200, Madison, Wisconsin 53703. This address shall also be the mailing address of the Association. The Association may change the principal office address from time to time.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium of Wild Oak Stoughton and recorded in the office of the Dane County Register of Deeds (the "Declaration") by DRW 51 WEST, LLC (the "Declarant").

1.05. Nonprofit Status. No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member or individual. Following the Association's winding up of its affairs and upon its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member's membership interest. Furthermore, following the wind-up of the Association's affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees, or assessments) following the wind-up of its affairs shall, at the time of the Association's liquidation, be distributed to a religious, scientific, educational, benevolent, or other corporation or association that is organized and conducted not for pecuniary profit.

ARTICLE II
MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. Land contract vendees but not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw from membership in the Association, nor may any Unit Owner be expelled from such membership.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit.

2.12. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III
MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place in Dane County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday of the first December after the Declarant has ceased to control the Association. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of December of each succeeding year.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the

purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Calling the meeting to order;
(b) Calling the roll of Unit Owners and certifying the proxies;
(c) Proof of notice of meeting or waiver of notice;
(d) Reading and disposal of any unapproved minutes;
(e) Reports of officers;
(f) Reports of committees (if appropriate);
(g) Election of directors (if appropriate);
(h) Unfinished business;
(i) New business; and
(j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which

the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV
BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a Board of Directors composed of three directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.02. Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall serve until the Declarant has conveyed fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall serve until the next election upon expiration of the period of Declarant control as provided in the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03. Election of Directors. One (1) month before each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate

and may nominate themselves. Only Unit Owners entitled to vote on the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due before the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05. Removal. Before the expiration of the period of Declarant control as described the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V
MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Until the expiration of Declarant control as described in the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary

to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

(a) Calling the meeting to order;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of officers;
(e) Reports of committees (if appropriate);
(f) Election of officers (if appropriate);
(g) Unfinished business;
(h) New business; and
(i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI
POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

(a) Adopt budgets for revenues, expenditures, and reserves;

(b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person on or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations that are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks that the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII
OFFICERS AND THEIR DUTIES

7.01. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, and have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary

or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence or inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require any officers, agents, or employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII
BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX
BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02. Budget. Throughout the period of Declarant control as described in Section 7.02 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors before the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under Wis. Stat. § 703.163, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;

2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;

3. The estimated remaining useful life of the Common Elements; and

4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners

in proportion to their respective Percentage Interest. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments that shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and on the date or dates designated by the Board of Directors.

9.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days after the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list before the third Thursday in February.

ARTICLE X
USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XI
ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors, or any committees of the Association

that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In case of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors, or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorney fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII
LIABILITY AND INDEMNITY

12.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association; (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise; (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; or (iv) who is or was a member of a committee created by the Association. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and that is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorney fees, and any other expenses incurred in connection with a proceeding, including a

proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action by which he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification that shall designate one of the following means for determining his or her right to indemnification: (a) by a

majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.02(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days after the Association's receipt of the written request required hereunder.

12.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all the following: (a) a written affirmation of his or her good-faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05. Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a

defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.07. Limited Liability of Directors and Officers.

(a) Except as provided in Subsections 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law when the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wis. Stat. §§ 181.0832 and 181.0833.

(c) The provisions of Wis. Stat. § 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09. Nonexclusivity of Rights. The rights to indemnification, defense, and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association that constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can

be secured by the Association at rates and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based on occurrences that take place before such amendment or repeal.

ARTICLE XIII
GENERAL PROVISIONS

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

13.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or the Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association; or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV
AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, no

amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

Plan Commission Meeting Minutes
Monday, November 13, 2023 at 6:00 pm
Hybrid Meeting

Members Present: Mayor Swadley, Chair; Brett Schumacher; Dorann Bradford; Tom Robinson; Phil Caravello, Vice-Chair; and Al Farrow
Members Absent: Tom Majewski
Staff: Director of Planning & Development, Rodney Scheel
Guests: Dr. Keyser, MaClain Schramm, Andre Rosteing, David West, Ryan Harkins, Adrianne Neinow

1. **Call to Order.** Mayor Swadley called the meeting to order at 6:00 pm.

2. **Roll call and verification of quorum.** Mayor Swadley verified a quorum is present.

3. **Certification and compliance with open meetings law.** Mayor Swadley certified compliance with open meetings law.

4. **Plan Commission meeting minutes of October 9, 2023.**
   Motion by **Schumacher** to approve the minutes as presented, 2nd by **Bradford**. Motion carried unanimously.

5. **Council Representative Report.**
   Caravello reported the Common Council approved R-165-2023 and postponed R-164-2023.

6. **Status of Current Developments.**
   Scheel introduced the status of developments as outlined in the packet of materials. He highlighted that the Gingerbread Daycare is nearing completion and will have their Occupancy Permit issued this week.

7. **Final Condominium Plat for Lot 6 at 51 West Subdivision.**
   Scheel introduced the request.

   Motion by **Bradford** to recommend the Common Council approve the condominium plat as presented, 2nd by **Schumacher**.

   Motion carried unanimously

8. **Site Plan review for a solar array project at United Methodist Church, 525 Lincoln Avenue**.
   Scheel explained the request.

   Motion by **Caravello** to approve the site plan for a solar array as presented, 2nd by **Bradford**.

   Motion carried unanimously.

10. Zoning Ordinance Amendment Request for Section 78-206(4)(g) related to In-Vehicle Sales and Service uses.

The applicant has requested the application to change the zoning code be withdrawn.

Attorney Dregne reported the Commission could decide to take no action or proceed by making a recommendation to Council deny or approve an ordinance change.

Schumacher reported he met with the applicant group after they submitted their application. It was suggested that they may discuss this topic with the Sustainability Committee.

By consensus, the Commission decided to take no action.

11. Future agenda items.

Plans for proposed maintenance facility at 900 W. Wilson Street.

12. Adjournment.
Motion by **Schumacher** to adjourn at 7:34 pm, 2nd by **Caravello**. Motion carried unanimously.

Respectfully Submitted,

Rodney J. Scheel