

CONDOMINIUM DECLARATION
OF CONDITIONS, COVENANTS, RESTRICTIONS, AND EASEMENTS
THE OVERDRIVE MOTOR CONDOMINIUM

This Declaration is made pursuant to the Condominium Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this ____ day of _____ by Blue Reef Storage LLC, a Wisconsin limited liability company ("Declarant").

1) STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements thereon to the condominium form of use and ownership as provided in the Act and this Declaration. The rights and obligations of the party named as "Declarant" may be assigned pursuant to Section 703.09(4) of the Wisconsin Statutes.

2) LEGAL DESCRIPTION

The real estate subject to the provisions of this Declaration is described in the Condominium Plat (the "Plat") marked Exhibit A and attached to and made part of this Declaration.

3) NAME

The aforesaid real estate and building and improvements thereon shall be known as The Overdrive Motor Condominiums (the "Condominium").

4) DEVELOPMENT PLAN

The Declarant contemplates construction of ____ private storage use Units as depicted on the Plat. The Declarant retains the right to amend this Declaration and the Plat for the purpose of implementing this Development Plan, notwithstanding the lack of Declarant's control as provided below. The Declarant may create an adjacent condominium if he acquires adjacent land which may be granted ingress-egress easements over certain Common Elements with the Condominium.

5) FLOOR PLANS; UNITS

The floor plans and design for the Units are depicted in the Plat, subject to the final approval of the Declarant and any amendments or revisions by the Declarant. Each Unit shall have a designated Unit Number, as shown on the Plat. A Unit shall include the Percentage Interest of such Unit in the Common Elements.

The Units are intended for private storage use, with each having a lower boundary fifty (50) feet below the surface, an upper boundary thirty (30) feet above and parallel to the surface, and parametrical boundaries consisting of the outside surfaces of all exterior walls and unit doors.

The following items serving or within a specific Unit shall also be part of the Unit:

- (a) All interior floor, wall, and ceiling mounted electrical fixtures and conduits and recessed junction boxes serving them;
- (b) All floor, wall, baseboard, or ceiling electrical outlets and switches and conduits and junction boxes serving them;
- (c) The controls of the heating, ventilation, and air conditioning systems of the Unit, and all ducts, vents, wires, cables, or conduits designed or used in connection with such systems that serve the Unit exclusively; and
- (d) The garage door and any garage opener and/or related hardware.

Each Unit Owner is responsible for payment of the cost of all utilities used within the Unit or furnished to the Unit.

Each Unit shall be taxed separately as provided for in the Act. In the event that real estate taxes in any year are not taxed separately to each Unit but instead to the Condominium in its entirety, each Unit owner shall pay that portion of the real estate taxes equal to its Percentage Interest multiplied by the tax bill for the entire Condominium.

The Declarant reserves the right to approve plans for construction and to change the layout and dimensions of the Units as shown on the Plat, including the right to alter the number of Units. The Declarant also reserves the right to amend this Declaration at its sole discretion for the purposes of recording a plat or survey depicting the layout, location, Unit numbers, and dimensions of the Units as constructed.

6) COMMON ELEMENTS

Each Unit owner shall own an undivided interest in all Common Elements as tenants-in-common with all other Unit owners, equal to his or her Percentage Interest, and each Unit owner shall have the right, appurtenant to their Unit, to use the Common Elements for purposes necessary for the use and occupancy of such Unit as permitted by this Declaration, the Association Bylaws, or Rules and Regulations of the Condominium. The Common Elements may not be partitioned unless this Declaration is terminated and the property is removed from the Provisions of the Act.

The Common Elements shall be all parts of the Condominium except the Units and Limited Common Elements, including the studs of the common walls, the exterior covering of the walls, green spaces, the drive or drives to and from [STREET NAME], driving areas, and all other areas designated as Common Elements on the Plat. Major repair or replacement of the roof or exterior of the building or a portion thereof shall be made upon receipt of opinions from two licensed professionals by one or all Unit owners, said costs to be shared between the Unit owners consistent with their respective Percentage Interests. Minor repairs not affecting the appearance of the roof or exterior walls shall be

made by the owner of the Unit beneath or surrounded by the area requiring such repair. The exterior of the buildings shall be maintained and repaired so as to maintain at all times a uniform appearance.

The management, repair, alteration, and improvement of the Common Elements shall be the responsibility of the Association. Each Unit owner shall pay as an Assessment in the same proportion as the Unit owner's Percentage Interests its share of the Common Expenses for maintenance, repair, replacement, administration, and operation of the Common Elements. Payment shall be in such amount and at such times as may be established by the Board of Directors in accordance with this Declaration and the Bylaws. If a Unit owner fails to pay such Assessment when due, the amount thereof shall constitute a lien on the respective Unit.

7) LIMITED COMMON ELEMENTS

The Limited Common Elements shall include the driveways, walkways, and immediate entrance ways adjacent to and serving each respective Unit, as well as all other areas designated as Limited Common Elements on the Plat. Limited Common Elements are reserved for the exclusive use of one or more but less than all Unit owners. Each Unit owner shall be responsible, at his or her expense, for the maintenance, repair, and replacement of his or her driveway, including snow removal. That portion of a shared wall between two Units consisting of the studs and any vapor barrier shall be a Limited Common Element appurtenant to the Units sharing that wall.

8) ASSOCIATION OF UNIT OWNERS

Following the conveyance of the first Unit to any third party other than the Declarant, all Unit owners shall be entitled and required to be a member of an association of Unit owners known as The _____ Condominium Association (hereinafter "The Association"), which shall be responsible for carrying out the purpose of this Declaration, including the exclusive management and control of the Common Elements.

The Association shall be incorporated as a nonprofit corporation under the laws of the state of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation (the "Articles") and the Bylaws of the Association (the "Bylaws"), the Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit owners, tenants of Units, and all other persons and entities that in any manner use the Condominium or any part of the Condominium shall abide by and be subject to all of the provisions of the Condominium Association Rules and Regulations, this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Condominium Association Rules and Regulations from time to time and shall distribute to each Unit owner the updated version of such Condominium Association Rules and Regulations upon any amendment or modification to the Condominium Association Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

Membership and voting rights shall be set forth in the Bylaws of The Association.

The Association may obtain or pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other persons as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for lighting, trash collection, snow removal, utility metering and billing, and such other common services as may be required for each Unit.

Notwithstanding anything to the contrary contained in this Declaration, 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. After any Unit has been sold to any person other than the Declarant, 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 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: (i) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (ii) thirty (30) days after the conveyance of seventy-five percent (75%) of the Units to purchasers, or (iii) thirty (30) days after the Declarant's election to waive its right of control.

9) ENTRY FOR REPAIRS

The Association may enter the Units at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Whenever possible and except for emergencies, such entry shall be made with no less than 12 hours' prior notice to the Unit owner and with as little inconvenience to the owner as practical, and any damage cause thereby shall be repaired by the Association and treated as a Common Expense.

10) MAINTENANCE

The Unit owners shall be responsible for repair, maintenance, or replacement of their individual Units. Said units shall be repaired at the cost of each individual Unit owner and they shall keep their Units in good repair subject only to normal wear and tear. All Limited Common Elements of each unit shall be repaired, maintained and replaced by the owner of the Unit(s) benefiting from said Limited Common Element. All Common Elements shall be maintained by the Association and at the expense of the Unit owners consistent with each of their respective Percentage Interests, i.e. each Unit owner shall be responsible for ___% of the cost of such maintenance. However, to the extent that any cleaning, maintenance, repair, or replacement of all or any part of any Common Element is required as the result of the negligent, reckless, or intentional act or omission of any Unit owner or occupant or tenant of a Unit, or any employee, guest, contractor, agent or invitee of a Unit Owner, the Unit owner that committed the act or omission, or is responsible for the individual committing such act or omission, shall pay the cost of such cleaning, maintenance, repair, or replacement.

11) RESTRICTIONS ON USE, OCCUPANCY, AND TRANSFER OF UNITS

In addition to any other limitations or restrictions set forth in the Bylaws or Condominium Association Rules and Regulations, each Unit and every Unit Owner shall be subject to the following restrictions, covenants, and conditions:

(a) Any Occupant of a Unit with the authority of a Unit owner or as a lessee shall comply with all restrictions, covenants, and conditions imposed by this Declaration upon a Unit owner.

(b) No Unit owner (other than the Declarant) may subdivide a Unit, nor may a Unit owner alter two or more contiguous Units to create a larger unit, without the consent of the Board of Directors.

(c) No Unit owner shall cause or permit the Common Elements to be used so as to deny the other Unit owners the full use of the Common Elements. Entries, exits, walkways, and driveways shall be kept clean and orderly. Junked, inoperative, or unlicensed vehicles shall not be permitted anywhere on the Common Elements, including the Limited Common Elements, nor shall vehicles licensed as trailers, vans, campers, camping trucks, house trailers, motorcycles, snowmobiles, boats or similar be stored, parked, or placed on the Common Elements, including the Limited Common Elements, without approval of the Board of Directors.

(d) The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials, or trash is prohibited. Garbage containers shall be situated only in designated locations.

(e) The Unit owners shall not be deemed to own any pipes, wires, conduits, or public utility lines running through the Units that are utilized for or serve more than one Unit, except as a tenant in common with the other Unit owners.

(f) A Unit owner shall not, without first obtaining the written consent of the Association Board, make or permit to be made any structural alterations, changes, or improvements to his or her Unit, or in or to the exterior of any Building or any Common Elements or Limited Common Elements. A Unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building or the safety of the Condominium property, or impair any easement or without the prior written consent of the Board.

(g) Units shall only used for personal storage and not for commercial purposes, and other than leasing to a tenant for the tenant's storage of personal items, no business or commercial enterprise may be operating in any Unit. Any issue with respect to whether a Unit complies with this provision shall be determined by the Board of the Association.

(h) No nuisances or hazards shall be allowed in or about any Unit, any Common Element, or any Limited Common Element, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of Units, Common Elements, or Limited Common

Elements by Unit owners or that would cause an increase in the insurance premiums paid by the Association.

12) LEASE OF UNITS

Units may be rented by written lease, provided that:

(a) The lease is in writing and for an initial term of no less than six (6) months, and contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, and providing that the lease is subject and subordinate to the same; and

(b) 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 violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

(c) During the term of any lease of all or any part of a Unit, each Unit owner of such Unit shall remain liable for the compliance of the Unit, such Unit owner and all tenants of the Unit 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 of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

13) ASSESSMENTS, COMMON EXPENSES, AND MAINTENANCE FUND

(a) **General Assessments.** The Association shall levy yearly general assessments (the "General Assessments") against the Units for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Unit shall consist of two components: (1) the Common Expenses ("Common Expenses"), which shall be assessed against the Units and Unit Owners in accordance with the Percentage Interests; and (2) all other Common Expenses which shall be assessed against all Unit Owners in accordance with their Percentage Interests. Any General Assessment not paid when due shall bear interest at the rate of 12% per annum until paid and, together with collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

(b) **Special Assessments.** The Association may, whenever necessary or appropriate, levy Special Assessments (i) against the Units for deficiencies in the case of destruction or condemnation; (ii) against any Unit or Units for defraying the cost of improvements to the Common Elements; (iii) against any Unit for Common Expenses arising from the acts or omissions of any Unit Owner or Occupant of such Unit, or any employee, guest, contractor,

agent, or invitee of a Unit Owner or tenant or occupant of such Unit (including, without limitation, increases in the premiums for insurance policies maintained by the Association); (iv) against any Unit to remedy any violation of this Declaration, the Articles or Bylaws, or rules and regulations promulgated hereunder or to collect any fines levied thereunder; or (v) for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Any Special Assessments shall be paid at such time and in such manner as the Association may determine. Special Assessment or installments not paid when due shall bear interest until paid at the rate of 12% per annum and together with collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

(c) **Common Expenses.** The costs of administration of the Association, insurance, repair, maintenance, landscaping, and other expenses of the Common Elements and common services provided to the Unit owners shall be paid for by the Association. The Association shall make Assessments against the Unit owners and the Units themselves for such Common Expenses in the manner provided in the Bylaws of the Association. No Unit owner may exempt himself or herself or his or her Unit from liability for its contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Element or Limited Common Elements and facilities or services or by the abandonment of its Unit, and no conveyance shall relieve the Unit owner grantor, or its Unit of such liability, and it shall jointly, severally, and personally be liable along with his or her grantee in any such conveyance, for the Common Expenses incurred up to the date of sale, until all Common Expenses charged to its Unit have been paid. All Common Expenses and Assessments, when due, shall immediately become a personal debt of the Unit owner and also a lien, until paid, against the Unit to which charged, as provided in the Act, without the necessity of filing, such lien, and this provision shall constitute notice to all successors of title to Units.

(d) **Estimated Budget.** Each year, on or before October 15, the Board shall estimate the Common Expenses which shall consist of the total amount necessary to pay the costs of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, any common utilities which will be required during the ensuing fiscal year (the "Estimated Cash Requirements") for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements (whether allocated to a statutory reserve account or non-statutory reserve account), and shall, on or before November 1, notify each Unit owner in writing of the Common Expenses and the applicable Unit owner's assessment, with a reasonable itemization. The Estimated Cash Requirements shall be assessed to the Unit owners in accordance with the Unit Owner's Percentage Interest.

Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited toward the reserves of the Association, and any net shortage shall be allocated to the Unit owners in accordance with their Percentage Interests and billed to the Unit owners as part of the next regular installment of Assessment falling due.

The failure or delay of the Board in preparing or serving the annual or adjusted estimated budget on the Unit owners shall not constitute a waiver or release in any manner of such Unit owner's obligation to pay the maintenance costs and necessary reserves as herein provided whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Unit owners shall continue to pay the monthly maintenance charge at the then-existing monthly rate established for the previous period.

(e) **Reserve.** The Board shall accumulate and maintain a reasonable reserve for contingencies and replacements. If such Estimated Cash Requirement proves inadequate for any reason, including nonpayment of any Unit owner's Assessment, the Board may, at any time, levy a further Assessment, special or otherwise, which shall be assessed to all Unit owners, depending on the nature of the shortfall, in the same manner as General Assessments.

(f) **Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Condominium and the Common Elements. These records shall be available for inspection by any Unit owner or any representative of a Unit owner duly authorized in writing at such reasonable time or times during normal business hours of weekdays as may be required by the Unit owner. Upon ten (10) days' notice to the Board, any Unit owner shall be furnished a statement of account showing the amount of any unpaid assessments or other charges due and owing from such Unit owner.

(g) **Collection.** Unit owners shall be personally obligated to pay all Assessments that shall become due and payable against their respective Unit. Annual Assessments shall be paid quarterly unless the Board determines a different periodic payment. If any Assessment or installment or any other sum owing to the Association is not paid on or before the due date (the "Delinquency Date") then all such indebtedness shall be delinquent. Thereafter, on written demand by the Association to the Unit owner, the entire unpaid balance of all Assessments and the entire unpaid balance of any other sum owing to the Association shall also become delinquent and shall be immediately due and payable in full. Delinquent Assessments and any other delinquent sums owing to the Association and charged against a Unit shall be a continuing lien on such Unit as an equitable charge running with the land and shall be binding upon the Unit owner and the grantees, heirs, administrators, personal representatives, executors, legal representatives, successors and assigns of such Unit owner; provided, however, said lien for delinquent assessments shall be subject and subordinate to the lien of any first mortgage lender recorded against the Unit. If more than one person is the owner of record of a Unit, than all such persons shall be jointly and severally liable for all assessments against the Unit and for all other sums owing to the Association and charged against the Unit. The lien of any delinquent Assessment and any other delinquent sums owing to the Association shall attach to rents due and owing to a Unit owner from tenants in possession of such a Unit, provided that such lien shall be subordinate to an assignment of rents held by a first mortgagee of such Unit delivered in connection with such mortgage loan secured by such Unit.

If Assessments or other sums owed to the Association are not paid, the Association may (i) bring an action against the Unit owner(s) personally obligated to pay such Assessment and any other sum owing to the Association; (ii) bring an action to foreclose the lien against such Unit; and (iii) intervene as a third party in any action to foreclose any other lien against the Unit;

or (iv) any one or more of (i), (ii), or (iii), and there shall be added to the amount of such Assessment all the costs of collecting the Assessment and any other sum owing to the Association, including, but not limited to, attorneys' fees and title report costs and other costs associated with preparing and filing a complaint and maintaining and concluding such action.

(h) **Assessments against Declarant's Unit(s).** During the period of Declarant Control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant Control, however, the Assessments payable by any Unit owner other than Declarant shall not exceed the amount that Unit owner would be charged if Declarant's Units were subject to full Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total Assessments payable by Unit owners other than Declarant do not cover total Common Expenses.

(i) **Statutory Reserve Account.** The Declarant has elected not to establish a statutory reserve account in accordance with Section 703.163(3)(c) of the Act. The establishment of a statutory reserve account in accordance with Section 703.163 of the Act shall be addressed at the first annual meeting of the Association, or at a special meeting of the Association held within one year after the expiration of the Declarant's Control.

14) OTHER RIGHTS RESERVED BY THE DECLARANT

Notwithstanding anything to the contrary in this Declaration, the Bylaws, or the Rules and Regulations, and in addition to other rights of the Declarant under these documents, the Declarant reserves the right to (a) conduct promotional and sales activities in or about the Condominium; (b) continue construction work on unsold units; (c) pass through common elements to complete unfinished units; and (d) unilaterally correct errors in the Declaration. Furthermore, no amendment to this Declaration may take effect until such time as the amendment has been approved in writing by the Declarant.

15) 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 \$1,000,000 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 interests 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, except those Units that have a shared party wall, shall obtain and maintain fire and broad form insurance coverage for full replacement value of their Unit and all improvements to the Unit made after issuance of the original certificate of occupancy, as well as specific coverage as to a

particular use. In addition, Unit owners are responsible for obtaining liability and property damage and public general liability insurance for all conditions and event occurring within he Unit. 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.

The Association shall obtain and maintain fire and broad form insurance coverage for full replacement value of the exterior of those Units with shared walls after the issuance of the original certificate of occupancy. Therefore, the Association shall have a separate insurance policy for the coverage of the exterior structure of those shared party wall Units. The additional cost for this insurance for the shared party wall Units' exterior structure shall be shared equally between those shared party wall Unit Owners and levied accordingly by the Association via the yearly General Assessment.

The cost for premiums for all insurance maintained by the Association shall be a Common Expense.

Nothing in this Declaration shall be construed to authorize or permit any insurer of the Association or a Unit owner to be subrogated to any right of the Association or a Unit owner arising under this Declaration. The Association and each Unit owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the By-laws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence of the waiver precludes either the Association or a Unit owner from obtaining such insurance.

16) SALE OR TRANSFER OF UNITS

Neither the Declarant nor the Association shall have a right of first refusal against any Unit or Unit owner.

In a voluntary transfer of a Unit, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit as of the time of transfer. Any Unit owner of prospective Unit owner may request a statement setting forth the amount of unpaid Assessments due to the Association. The Board may charge a reasonable fee for producing such a statement.

It is anticipated that the Association or its managing agent will be required to assist the selling Unit owner and his or her real estate agent, including providing an Executive Summary and completing a Request for Condominium Disclosure Documents/Information. The Association may charge a reasonable fee for such services, not to exceed \$250.00 during the period of Declarant's control, at the closing of the Unit sale. If this fee is not paid, it shall be considered a Special Assessment and a lien on the Unit.

17) BOUNDARY ADJUSTMENTS, DIVISIONS, AND MERGERS

The Board of Directors of the Association must approve any request for a boundary adjustment between Units, or any division or merger of Units.

18) EASEMENTS

Easements are hereby declared and granted for utility purposes as said easements may exist and appear of record now or in the future. The Declarant reserves for itself and its successors and assigns a right of access over, across, and through the Condominium property and any roadways for the purposes of transporting construction materials, for making underground or above ground utility connections, and for any other reasonable use or purpose related to construction of buildings, Units, improvements, and amenities during any phase of construction.

19) INDEMNITY

The members of the Board and officers of the Association shall not be liable to the Unit owners for any mistake of judgment or any acts or omissions made in good faith. The Unit owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit owners and the Association. The liability of any Unit owner arising out of any contract made by such members of the Board and/or the Board and officers or arising out of the aforesaid indemnity shall be limited to the Percentage Interest of such Unit owner.

20) COVENANTS TO RUN WITH THE LAND

All easements and rights described herein are easements appurtenant to running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit owners, purchasers and mortgages and their heirs, executors, administrators, successors, and assigns. Acceptance of a deed by a Unit owner shall constitute an acceptance of the provision of this Declaration, the Bylaws, and other rules and regulations adopted pursuant thereto.

21) REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

The violation or breach of any covenant, condition, or restriction contained in this Declaration, or the violation of any Bylaw or any of Association Rules and Regulations or any provision of the Act, shall give the Association the following rights:

- (a) Upon any part of the Condominium Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit owner, any structure, thing, or condition that may exist thereon contrary to the intent and

meaning of the provisions of this Declaration, and the Declarant, the Board or its agents, shall not be deemed guilty in any manner of trespass; and

(b) To enjoin, abate, or remedy the continuance of any breach by appropriate legal proceedings.

These remedies are not exclusive, as all remedies available to the Association at law or equity shall be cumulative.

22) SERVICE OF PROCESS

Service of process is to be had upon each of the respective Unit owners. Service upon one individual Unit owner shall be considered service upon all owners if ownership is joint tenancy, tenancy in common, or any other multiple form of ownership. The Registered Agent for service of process upon the Association during the period of Declarant control is Edward Cox IV, 443 N. St. Bernard Drive, De Pere, WI 54115.

23) NUMBER AND GENDER

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

24) CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference and in no way define nor limit the scope or intent of the various provisions hereof.

25) SEVERABILITY

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

26) AMENDMENT

This Declaration may only be amended pursuant to the requirements of Section 703.09 of the Wisconsin Statutes.

27) NO WAIVER

No covenant, restriction, condition, obligation, or provision contained in this Declaration shall be deemed to have been abrogated or waived 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.

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by the Declarant to the undersigned recorded in the office of the Register of Deeds of _____ County, Wisconsin on _____, as Document No. _____, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this ____ day of _____.

NAME OF LENDER

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, the above named _____, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

This document drafted by
and should be returned to:
Attorney Deron J. Andre
Andre Law Offices, LLC
400 Security Blvd. Ste. 2
Green Bay, WI 54313

