

FOURTH AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM

**589924**

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SUNSET CONDOMINIUMS AT NORTHERN BAY

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Name and Return Address:  
Lydia J. Chartre, Esq.  
Kaman & Cusimano, LLC  
111 E. Kilbourn Avenue,  
Suite 1700  
Milwaukee, WI 53202

(See Exhibit B for Parcel  
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:  
LYDIA J. CHARTRE

Sunset Condominiums at Northern Bay (the "Condominium") was created by a Declaration of Condominium, recorded on January 27, 2004 with the Register of Deeds for Adams County as Document No. 430632, as amended on November 12, 2004 as Document No. 438863, as amended on February 7, 2005 as Document No. 441027, as amended on August 8, 2005 as Document No. 446286 (as amended, the "Declaration").

## ARTICLE I

### DECLARATION

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to Sunset Condominiums at Northern Bay Owners Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

## ARTICLE II

### NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "Sunset Condominiums at Northern Bay."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the Town of Strong's Prairie, County of Adams, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is 1841 20th Avenue, Arkdale, WI 54613.

## ARTICLE III

### DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium has thirty-one buildings (individually, a "Building" and collectively, the "Buildings") each of which shall contain eight (8) units (individually a "Unit" and collectively the "Units") as identified on the condominium plat made a

part hereof by reference (as amended, the "Condominium Plat"). The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. The boundaries of each Unit (except the Community Clubhouse Unit, as described in Sections 6.01 below) shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the undecorated finished ceiling extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the exterior walls (in the case of exterior walls) or the vertical planes measured from the midpoint of the interior walls (in the case of walls separating Units), in either case extending to intersections with each other and with the upper and lower boundaries.

3.03 Description of Units. It is intended that the surface of each plane described above (be it tiles, papered, paneled, carpeted or otherwise covered), as well as all drywall, is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows and doors (with hardware) which provide direct access to or within the Unit, with the exception of exterior doors to common hallways in a Building which shall be Limited Common Elements as defined below.

(b) Interior lights and light fixtures.

(c) Cabinets.

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

(e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating and air conditioning system, including the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents

for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections, thereto serving each Unit.

Specifically not included as part of a 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 (1) Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

3.04 Adjustment of Unit Boundaries; Separation of Units. Boundaries between Units may be reallocated only by a duly-enacted amendment to this Declaration meeting the requirements of Article XIII and only upon compliance with Section 703.13(6) of the Act. A Unit may be separated into two or more units only by a duly-enacted amendment to this Declaration meeting the requirements of Article XIII and only upon compliance with Section 703.13(7) of the Act. No boundaries of any Units may be reallocated and no Unit may be separated hereunder without the consent of all Mortgagees (as defined in Article XII) having an interest in the Unit or Units affected.

3.05 Future Addition of Garage. If a Unit Owner desires to erect a garage to be attached to its Unit or expand an existing garage, such Unit Owner shall present its request to the Association together with plans and specifications for such garage addition. The Association shall, in good faith, consider such request and shall make such accommodations to the Unit Owner as the Association, in its sole discretion, deems to be in the best interest of the Condominium. The Association may condition approving such request upon the Unit Owner entering into a lease, easement or other agreement with the Association to allow the garage or expansion to exist upon the Land and within the Common Elements without further amendment to this Declaration. Any such garage or expansion shall be treated as part of the Unit for all purposes. The Association shall have no obligation to accommodate any such request of any Unit Owner. Any approved garage or expansion shall not affect the Unit Owners' percentage interests in the Common Elements.

## ARTICLE IV

### COMMON ELEMENTS; LIMITED COMMON ELEMENTS; HARBOR AREA

4.01 Common Elements. The common elements (the "Common Elements") include the following:

- (a) The Land;
- (b) The paved driveway, private streets, pedestrian walkways, if any, bicycle pathways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses and roofs;

(d) Any mechanical or utility mechanism, connection or service that serves more than one (1) Unit such as power, gas, LP, hot and cold water, heat, water softeners and water heaters.

(e) Elevators and elevator operating mechanisms, if any;

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

(g) The common hallways, corridors, lobbies, entrances, exits, stairwells and stairways serving more than one Unit;

(h) Smoke detectors; and

(i) Any other portion of the improvements to the Land which is not included within the boundary of a Unit as described above.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, stairwells, landings, porches, common hallways, lobbies, elevators, if any, balconies, decks and patios attached to, leading directly to or from, or adjacent to each Unit.

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit.

(c) The mailbox appurtenant to each Unit.

(d) The designated planter situated adjacent to each Unit (the "Planter Area"). The Planter Areas shall not be required to be shown or located on the Condominium Plat.

(e) All storage lockers, if any, identified on the Condominium Plat as designated and reserved for any Unit, and all entrance and exit doors and windows and all appurtenant locking mechanisms and hardware relating to such storage lockers.

4.03 Harbor Area as Common Element. A portion of the Common Elements designated as the Harbor Area on the Condominium Plat shall be subject to the following terms and conditions, in addition to the terms and conditions affecting the Common Elements set forth herein (unless expressly excepted therefrom). The Harbor Area shall include all driveways, private streets, common grounds, parking areas, pedestrian walkways, bicycle paths, landscaping, security lighting, beaches, piers, boat slips, boat launches and buildings and improvements located within the Harbor Area, if any.

(a) Harbor Rules and Regulations. The Association shall promulgate rules and regulations to be included as part of the Rules and Regulations (as defined below). All rules and regulations relating to the Harbor Area shall be posted on the Association's website and shall apply to all users of the Harbor Area.

(b) Harbor Permits. All permits and approvals associated with the Harbor (the "Harbor Permits") shall be held in the name of the Association; and the Association shall use commercially reasonable efforts to maintain such permits and approvals.

(c) Use of Piers and Boat Slips. The use of any piers and boat slips constructed within the Harbor Area shall be made available on a nonexclusive basis to the Unit Owners in common with members of the public in accordance with the Harbor Permits, the Rules and Regulations and applicable federal, state and local laws. The Association may lease certain designated piers and boat slips pursuant to leases under which such piers or boat slips shall be for the exclusive use of the lessee during the term of such lease. All such leases of piers and boat slips shall comply with all Harbor Permits, the Rules and Regulations and all applicable federal, state and local laws, and shall in every way be administered in a uniform manner and not in a manner so as to award a pier or boat slip to the highest bidder. The Association shall give preference to Unit Owners over members of the general public subject to the obligation to observe all terms of the Harbor Permits, which may include a reservation of a percentage of boat slips and piers for the general public.

#### 4.04 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Section 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall

continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

## ARTICLE V

### PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit for all purposes other than those set forth in Section 5.02 shall be a percentage equal to one divided by the total number of Units.

5.02 Percentage Interest for Condemnation or Insurance Proceeds. For the purposes of establishing a Unit Owner's percentage of insurance proceeds or condemnation awards in the event the Condominium is completely destroyed or taken by eminent domain and is not reconstructed, as set forth in Articles X and XI, each Unit Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the percentage assigned to such Unit under Exhibit C

5.03 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 referred to therein.

5.04 Voting. The vote of each Unit at meetings of the Association (as defined in Article VII) shall be equal to the percentage of interest in the Common Elements pertaining to such Unit.

5.05 Multiple Owners. If there are multiple owners of any Unit, it shall be necessary for those owners participating in the vote to act unanimously with respect to the vote pertaining to their Unit in order for the vote to be counted. In the alternative, the multiple owners may designate a single owner to exercise the vote pertaining to their Unit and shall file written notice of such designation with the secretary of the Association. Any vote cast by a person so designated shall be deemed to be the unanimous act of the multiple owners.

5.06 Limitations on Voting Rights. 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 email/electronic address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. In the case of a Unit with multiple owners, no Unit Owner shall be entitled to vote on any matter submitted to a vote of Unit Owners until the designation described in Section 5.05 shall have also first been furnished 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 has not been paid at the time of the voting.

## ARTICLE VI

### COMMUNITY CLUBHOUSE

6.01 Community Clubhouse. There shall be a community clubhouse (herein referred to as the "Community Clubhouse") within the Condominium which shall be a Common Element and shall replace Building 26, Units 2601 through 2608, as shown on Plat, as amended. The Community Clubhouse shall be a part of the Common Elements. The Community Clubhouse includes the area around the building, on which recreational facilities, including but not limited to, swimming pools, sports courts and playgrounds may be constructed. The Community Clubhouse may be used for the operation of a spa, restaurants and banquet hall available to Owners, guests, invitees and members of the general public. The use of the Community Clubhouse consistent with these intended uses shall not be considered a nuisance. In addition, the Association shall have the authority to make reasonable rules and regulations for the use of the Community Clubhouse, including the recreational facilities, and charge such fees for use of the Community Clubhouse and associated facilities as in its sole discretion the Association shall deem reasonable. The cost of cleaning, maintenance, repair and replacement of the Community Clubhouse and associated facilities shall be Common Expenses.

## ARTICLE VII

### CONDOMINIUM ASSOCIATION

7.01 General. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as the "Sunset Condominiums at Northern Bay Owners Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-stock 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 bylaws (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 Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "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 Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the 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.

7.02 Board of Directors. The affairs of the Association shall be governed by a board of directors, to be elected as set forth in the Bylaws.



7.03 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the 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 janitorial service for all indoor Common Elements and Limited Common Elements (excluding Planter Areas), for snow plowing all sidewalks, driveways, private street, parking areas, the maintenance, repair and replacement of all outdoor amenities, whether or not they lie within the boundaries of a Unit, including lawns, landscaping (excluding Planter Areas), sidewalks, bicycle paths, driveways and parking areas. The Association shall not be responsible for any under-decking or epoxy-type coatings owners have installed with respect to decks and patios; the Unit Owner will be responsible for the maintenance, repair, and replacement of such items.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), exterior patio areas or balconies appurtenant to the Unit and the Planter Areas appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit or Limited Common Elements referenced in this Section (b) 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 Section 7.06.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements 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 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 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 pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.04 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 7.03 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; maintenance and management salaries and wages; maintenance of reserves for future capital costs, and for paying debt service in connection with the acquisition, construction or financing of the Community Clubhouse.

7.05 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. 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 late fees and interest until paid, as set forth in the Bylaws and, together with late fees, interest, collection costs, and the actual attorneys' fees incurred by the Association, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

7.06 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 destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Sections 7.03 and Article XIV, 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 late fees and interest until paid, as set forth in the Bylaws and, together with the late fees, interest, collection costs and actual attorneys' fees incurred by the Association, 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.

7.07 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, 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.

7.08 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.09 Management Services. The Association shall have the right to enter into a long-term management contract with a manager selected by the Association (the “Manager”) under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. 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.

## ARTICLE VIII

### ALTERATIONS AND USE RESTRICTIONS

#### 8.01 Unit Alterations.

(a) 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 does 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 permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration, which 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.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner’s percentage interest in the Common Elements shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

#### 8.02 Relocation of Boundaries.

(a) If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments.

(b) An amendment to the Declaration and an addendum to the Condominium Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. If not stated, the prior allocation shall govern, unit such time as the Unit Owners shall record an amendment to that effect with the Adams County Register of Deeds.

(c) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Wisconsin Statutes, by civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(d) After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded with the Adams County Register of Deeds. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium documents.

#### 8.03 Separation of Units.

(a) A Unit may be separated into two (2) or more Units upon compliance with the provisions of this Section, provided that the Association approves the separation of such Unit (which approval may be denied in the sole discretion of the Association). The Association's President, upon written application of a Unit Owner proposing the separation of a Unit (the "Separator") and after thirty (30) days' written notice to all of the Unit Owners shall promptly present the matter to the Association's Board of Directors. If approved, the President of the Association shall promptly prepare and execute appropriate instruments under this Section. An amendment to this Declaration and an addendum to the Condominium Plat shall assign a new identifying number to each new Unit created by the separation of a Unit, shall allocate to those Units, on a reasonable basis acceptable to the Separator and the other Unit Owners, all of the undivided interest in the Common Elements and right to use the applicable Limited Common Elements. The vote in the Association formerly appertaining to the separated Unit will be allocated among the resulting Units. For this purpose, a fractional vote shall be permitted. The amendment shall reflect a proportionate allocation to the new Unit(s) of the liability for Common Expenses and right to Common Surpluses formally appertaining to the separated Unit.

(b) Plats and plans showing the boundaries and dimensions separating the new Units together with their other boundaries and their new identifying numbers or letters shall be prepared. The plats and plans shall be certified as to their accuracy and compliance with Subsection 703.13(7), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(c) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Separator upon payment by it of all reasonable costs for their

preparation. Those instruments are effective when the Association, the Separator and the new Unit Owners have executed them and they are recorded with the Adams County Register of Deeds. The recording of the instruments shall be conclusive evidence that the separation did not violate any restrictions or limitations specified by this Declaration and that any reallocations were reasonable.

8.04 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Units in accordance with Section 7.07.

8.05 Use and Restrictions on Use of Unit. Each Unit, except for the Community Clubhouse Unit (as defined in Section 6.01) shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include (a) persons related by birth, marriage or legal adoption, or (b) a person and his or her foster children, or (c) two unrelated adults and the minor children of each) plus more than one unrelated person plus up to two (2) personal attendants who provide personal care, housekeeping, meal preparation, laundry or companionship services for family members who, because of advanced age or physical or mental disability, need assistance with activities of daily living. Except for business permitted with respect to the Community Clubhouse Unit as set forth in Section 6.01, no business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Unit, except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders: (i) Units may be leased as permitted under this Declaration, the By-Laws and the Rules and Regulations; (ii) personal professional libraries may be maintained in Units; (iii) personal or business records and accounts may be maintained and handled in Units; (iv) business or professional telephone calls and correspondence may be handled in or from Units; and (v) such other business may be conducted in or from Units provided that no office or store is maintained within a Unit at which clients or customers regularly call. Except for signage permitted with respect to the Community Clubhouse Unit as set forth in Section 6.01, no sign of any kind shall be displayed on or in any Unit which is visible to the public or any Unit Owner from outside of such Unit except as set forth in the Rules and Regulations.

8.06 Nuisances. No nuisances shall be allowed upon the Property, 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 increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.07 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that (a) the Unit Owners have followed all procedures required by the Rules and Regulations as provided therein and (b) the lease (i) contains a statement obligating all tenants to

abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations, (ii) providing that the lease is subject and subordinate to the same, (iii) authorizing the Association as a third-party beneficiary to the lease and (iv) permitting the Association to evict the tenant should the tenant violate any provision of the Declaration, the Articles, the Bylaws and the Rules and Regulations and such violation continues for a period often (10) days after notice from the Association. 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, 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.

8.08 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers.

8.09 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile 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.

8.10 Animals. Animals shall not be permitted in the Condominium except as provided in the Rules and Regulations.

8.11 Planter Areas. The Planter Area may be used only for growing and cultivating decorative plants, vegetables and shrubbery. Plants or shrubs growing to an average of more than five (5) feet in height shall be prohibited and all plants or shrubs in the Planter Area must be kept trimmed to a height not to exceed five (5) feet in height. Notwithstanding anything else stated in this Declaration to the contrary, each Unit Owner shall be responsible, at such Unit Owner's sole cost and expense, for the maintenance and upkeep of the designated Planter Area adjacent to such Unit Owner's Unit. Such maintenance and upkeep shall be performed at the discretion of the Unit Owner to the standards required by this Section and by the Association, from time to time, in its rules and regulations. In the event the Planter Area is not maintained by the Unit Owner to the standards required by this Section or the standards promulgated by the Association from time to time, the Association may give written notice to the Unit Owner that the Planter Area is not being properly maintained. If the Unit Owner does not correct the deficiencies, as alleged by the Association, within thirty (30) days of the date of the Association's notice to the Unit Owner, the Association shall be permitted to undertake, at the cost and expense of the Unit Owner, the required maintenance activities. Any such costs and expenses incurred by the Association in conjunction with such maintenance work shall be subject to assessment under Article VII above.

## ARTICLE IX

### INSURANCE

9.01 Fire and Extended Loss Insurance. The Association shall obtain and maintain fire, casualty, and multi-peril insurance on a full replacement basis, with code upgrades, and without deduction for depreciation. Such insurance shall cover the entire Condominium including the

Units, Unit upgrades or betterments, Common Elements, Limited Common Elements, fixtures, building service equipment and supplies, personal property of the Association, and the following types of property contained in Units, regardless of the ownership thereof: (a) fixtures, improvements and alterations that are attached to or part of the building or structure; and (b) cabinetry and appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundry, security or housekeeping. The insurance required under this Section shall include a standard mortgage clause and shall name the Mortgagees as additional insureds. All premiums for such insurance shall be Common Expenses. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured. 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 Article X.

9.02 Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

- (a) Worker's compensation insurance;
- (b) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;
- (c) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;
- (d) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and
- (e) Such other insurance, including cyber or automobile insurance, as it deems necessary.

9.03 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium

Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

9.04 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

- (a) The personal property within the Unit;
- (b) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);
- (c) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);
- (d) Special perils contents coverage; and
- (e) Sewer backup and sump pump failure coverage.

9.05 Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

## ARTICLE X

### RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01 Determination to Reconstruct or Repair. If all or any part of the Condominium Property become damaged or are destroyed by any cause, the damaged Condominium Property 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 \$50,000 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 the cost of such repair or reconstruction exceeds \$50,000 times the number of Units then making up the Condominium, 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 unless the votes appurtenant to seventy-five percent (75%) of the Units are cast opposing such repair or reconstruction.



10.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Condominium Property, 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 Condominium Property. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

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

10.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Condominium Property. 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 10.06.

10.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, 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 Condominium Property 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. Notwithstanding the foregoing, with respect to insurance proceeds relating to any part of the Harbor Area, all deficiencies shall be assessed as a Harbor Area Special Assessment as provided in Section 7.08 above.

10.06 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 Condominium Property or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies 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. Notwithstanding the foregoing, if such there is a surplus of Construction Funds with respect to any portion of the Harbor Area, such balance shall be divided among all Unit Owners and Estates Owners in proportion to their respective interests in the Harbor Area.

10.07 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 (270) days of the damage or destruction.

## ARTICLE XI

### CONDEMNATION

11.01 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) In the event 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. Notwithstanding the foregoing, any award for the taking of any portion of the Harbor Area shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Harbor Area.

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

11.03 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 portion unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04 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.

11.05 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. Notwithstanding the foregoing, with respect to a condemnation award for the taking of any part of the Harbor Area, all deficiencies shall be assessed as a Harbor Area Special Assessment as provided in Section 7.08 above.

11.06 Surplus in Construction Fund. It shall be presumed that the first monies 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. Notwithstanding the foregoing, if such there is a surplus of Construction Funds with respect to any portion of the Harbor Area, such balance shall be divided among all Unit Owners and Estates Owners in proportion to their respective interests in the Harbor Area.

11.07 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.

## ARTICLE XII

### MORTGAGEES

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

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

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

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

12.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

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

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

## ARTICLE XIII

### AMENDMENT

Except as otherwise provided by the Act with respect to termination of the Condominium form of ownership, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least

seventy-five percent (75%) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit to the extent set forth in the Act. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Adams County, and a copy of the amendment shall also be mailed or personally or electronically delivered to each Unit Owner at its address on file with the Association.

## ARTICLE XIV

### CLAIMS AND REMEDIES

**Owner Claims: Mediation and Arbitration Requirements.** In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

**Attorney's Fees.** The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

**Damages.** The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

## ARTICLE XV

### GENERAL

15.01 Utility Easements. The Association, acting by and in the discretion of its board of directors, has the rights to grant to the Town of Strongs Prairie and County of Adams or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to 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 and other areas as described in Section 7.03. 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.

15.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.05. All owners shall provide the secretary of the Association with an address for the mailing or service (personal and electronic) of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally or electronically to such address as is on file with him or her.

15.04 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 unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05 Agent for Service of Process. The agent for service of process in any action against the Association or brought under the Act shall be the Association's registered agent, as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the Association's registered agent is Gregory Downey, 1843A E. 20<sup>th</sup> Ct. PVT., Arkdale, WI 54613.

15.06 Conflicts. In the event a conflict exists among any provision of this Declaration, the Articles, the Bylaws, the Rules and Regulations, between any of them, this Declaration shall be considered the controlling document.

This Fourth Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

[Execution Page Follows]

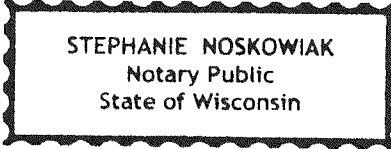
IN WITNESS WHEREOF, the Association has executed this Fourth Amended and Restated Declaration for Sunset Condominiums at Northern Bay this 6<sup>th</sup> day of March, 2025.

SUNSET CONDOMINIUMS AT NORTHERN BAY OWNERS ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: [Signature] (President)  
Gregory G. Downey (Print)

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Dane )

This document was acknowledged before me by Gregory G Downey, as President of Sunset Condominiums at Northern Bay Owners Association, Inc., on this 6<sup>th</sup> day of March, 2025.



[Signature]  
Notary Public, State of Wisconsin  
Name: Stephanie Noskowiak  
My Commission Expires: 10-26-25

ATTEST:

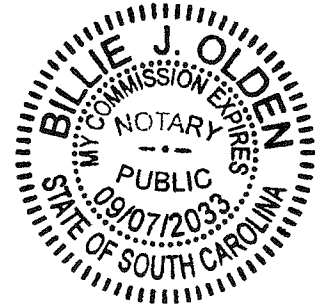
SUNSET CONDOMINIUMS AT NORTHERN  
BAY OWNERS ASSOCIATION, INC., a  
Wisconsin Non-Stock Corporation,

By: *Gary B. Dole* (Secretary)  
Gary B. Dole (Print)

STATE OF WISCONSIN )  
SOUTH CAROLINA ) ss.  
COUNTY OF Horry )

This document was acknowledged before me by Gary B. Dole, as Secretary of  
Sunset Condominiums at Northern Bay Owners Association, Inc., on this 4<sup>th</sup> day of  
March, 2025.

*Billie J. Olden*  
Notary Public, State of ~~Wisconsin~~ SOUTH CAROLINA  
Name: BILLIE OLDEN  
My Commission Expires: 9-7-2033





## EXHIBIT A

### Legal Description

Units 1701-1708 in Building 17, Phase 1, Units 1801-1808 in Building 18 Phase 1, Units 1901-1908 in Building 19, Phase 1, Units 2001-2008 in Building 20, Phase 1, Units 3101-3108 in Building 31, Phase 1, Units 0101-0108 in Building 1, Phase 2, Units 0201-0208 in Building 2, Phase 2, Units 0301-0308 in Building 3, Phase 2, Units 0401-0408 in Building 4, Phase 2, Units 0501-0508 in Building 5, Phase 2, Units 0601-0608 in Building 6, Phase 2, Units 0701-0708 in Building 7, Phase 2, Units 0801-0808 in Building 8, Phase 2, Units 0901-0908 in Building 9, Phase 2, Units 1001-1008 in Building 10, Phase 2, Units 1101-1108 in Building 11, Phase 2, Units 1201-1208 in Building 12, Phase 2, Units 1401-1408 in Building 14, Phase 2, Units 1601-1608 in Building 16, Phase 2, Units 2101-2108 in Building 21, Phase 2, Units 2201-2208 in Building 22, Phase 2, Units 2301-2308 in Building 23, Phase 2, Units 2401-2408 in Building 24, Phase 2, Units 2501-2508 in Building 25, Phase 2, Units 2701-2708 in Building 27, Phase 2, Units 2801-2808 in Building 28, Phase 2, Units 2901-2908 in Building 29, Phase 2, Units 3001-3008 in Building 30, Phase 2, Units 3201-3208 in Building 32, Phase 2, Units 3301-3308 in Building 33, Phase 2, Units 3401-3408 in Building 34, Phase 2 in the Sunset Condominiums at Northern Bay, created by a "Declaration of Condominium" recorded on January 27, 2004 in the Office of the Register of Deeds for Adams County, Wisconsin, as Document No. 430632, as amended on November 12, 2004, as Document No. 438863, as amended on February 7, 2005, as Document No. 441027, as amended on August 8, 2005, as Document No. 446297, and by its Condominium Plat and any Amendments and/or corrections thereto. Said land being in the Town of Strongs Prairie, Adams County, Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
034-02819-0400	1831-1 20 <sup>th</sup> Court, Unit 1701
034-02819-0401	1831-2 20 <sup>th</sup> Court, Unit 1702
034-02819-0402	1831-3 20 <sup>th</sup> Court, Unit 1703
034-02819-0403	1831-4 20 <sup>th</sup> Court, Unit 1704
034-02819-0404	1831-5 20 <sup>th</sup> Court, Unit 1705
034-02819-0405	1831-6 20 <sup>th</sup> Court, Unit 1706
034-02819-0406	1831-7 20 <sup>th</sup> Court, Unit 1707
034-02819-0407	1831-8 20 <sup>th</sup> Court, Unit 1708
034-02819-0408	1833-1 20 <sup>th</sup> Court, Unit 1801
034-02819-0409	1833-2 20 <sup>th</sup> Court, Unit 1802
034-02819-0410	1833-3 20 <sup>th</sup> Court, Unit 1803
034-02819-0411	1833-4 20 <sup>th</sup> Court, Unit 1804
034-02819-0412	1833-5 20 <sup>th</sup> Court, Unit 1805
034-02819-0413	1833-6 20 <sup>th</sup> Court, Unit 1806
034-02819-0414	1833-7 20 <sup>th</sup> Court, Unit 1807
034-02819-0415	1833-8 20 <sup>th</sup> Court, Unit 1808
034-02819-0416	1835-1 20 <sup>th</sup> Court, Unit 1901
034-02819-0417	1835-2 20 <sup>th</sup> Court, Unit 1902
034-02819-0418	1835-3 20 <sup>th</sup> Court, Unit, 1903
034-02819-0419	1835-4 20 <sup>th</sup> Court, Unit 1904
034-02819-0420	1835-5 20 <sup>th</sup> Court, Unit 1905
034-02819-0421	1835-6 20 <sup>th</sup> Court, Unit 1906
034-02819-0422	1835-7 20 <sup>th</sup> Court, Unit 1907
034-02819-0423	1835-8 20 <sup>th</sup> Court, Unit 1908
034-02819-0424	1837-1 20 <sup>th</sup> Court, Unit 2001
034-02819-0425	1837-2 20 <sup>th</sup> Court, Unit 2002
034-02819-0426	1837-3 20 <sup>th</sup> Court, Unit 2003
034-02819-0427	1837-4 20 <sup>th</sup> Court, Unit 2004
034-02819-0428	1837-5 20 <sup>th</sup> Court, Unit 2005
034-02819-0429	1837-6 20 <sup>th</sup> Court, Unit 2006
034-02819-0430	1837-7 20 <sup>th</sup> Court, Unit 2007
034-02819-0431	1837-8 20 <sup>th</sup> Court, Unit 2008
034-02819-0432	1839-1 20 <sup>th</sup> Court, Unit 2101
034-02819-0433	1839-2 20 <sup>th</sup> Court, Unit 2102
034-02819-0434	1839-3 20 <sup>th</sup> Court, Unit 2103
034-02819-0435	1839-4 20 <sup>th</sup> Court, Unit 2104
034-02819-0436	1839-5 20 <sup>th</sup> Court, Unit 2105
034-02819-0437	1839-6 20 <sup>th</sup> Court, Unit 2106
034-02819-0438	1839-7 20 <sup>th</sup> Court, Unit 2107
034-02819-0439	1839-8 20 <sup>th</sup> Court, Unit 2108
034-02819-0440	1841-1 20 <sup>th</sup> Court, Unit 2201

Tax KeyStreet Address

034-02819-0441	1841-2 20 <sup>th</sup> Court, Unit 2202
034-02819-0442	1841-3 20 <sup>th</sup> Court, Unit 2203
034-02819-0443	1841-4 20 <sup>th</sup> Court, Unit 2204
034-02819-0444	1841-5 20 <sup>th</sup> Court, Unit 2205
034-02819-0445	1841-6 20 <sup>th</sup> Court, Unit 2206
034-02819-0446	1841-7 20 <sup>th</sup> Court, Unit 2207
034-02819-0447	1841-8 20 <sup>th</sup> Court, Unit 2208
034-02819-0448	1843-1 20 <sup>th</sup> Court, Unit 2301
034-02819-0449	1843-2 20 <sup>th</sup> Court, Unit 2302
034-02819-0450	1843-3 20 <sup>th</sup> Court, Unit 2303
034-02819-0451	1843-4 20 <sup>th</sup> Court, Unit 2304
034-02819-0452	1843-5 20 <sup>th</sup> Court, Unit 2305
034-02819-0453	1843-6 20 <sup>th</sup> Court, Unit 2306
034-02819-0454	1843-7 20 <sup>th</sup> Court, Unit 2307
034-02819-0455	1843-8 20 <sup>th</sup> Court, Unit 2308
034-02819-0456	1848-1 E. 20 <sup>th</sup> Court, Unit 2401
034-02819-0457	1848-2 E. 20 <sup>th</sup> Court, Unit 2402
034-02819-0458	1848-3 E. 20 <sup>th</sup> Court, Unit 2403
034-02819-0459	1848-4 E. 20 <sup>th</sup> Court, Unit 2404
034-02819-0460	1848-5 E. 20 <sup>th</sup> Court, Unit 2405
034-02819-0461	1848-6 E. 20 <sup>th</sup> Court, Unit 2406
034-02819-0462	1848-7 E. 20 <sup>th</sup> Court, Unit 2407
034-02819-0463	1848-8 E. 20 <sup>th</sup> Court, Unit 2408
034-02819-0464	1844-1 E. 20 <sup>th</sup> Court, Unit 2501
034-02819-0465	1844-2 E. 20 <sup>th</sup> Court, Unit 2502
034-02819-0466	1844-3 E. 20 <sup>th</sup> Court, Unit 2503
034-02819-0467	1844-4 E. 20 <sup>th</sup> Court, Unit 2504
034-02819-0468	1844-5 E. 20 <sup>th</sup> Court, Unit 2505
034-02819-0469	1844-6 E. 20 <sup>th</sup> Court, Unit 2506
034-02819-0470	1844-7 E. 20 <sup>th</sup> Court, Unit 2507
034-02819-0471	1844-8 E. 20 <sup>th</sup> Court, Unit 2508
034-02819-0480	2017-1 S. Czech Xing, Unit 2701
034-02819-0481	2017-2 S. Czech Xing, Unit 2702
034-02819-0482	2017-3 S. Czech Xing, Unit 2703
034-02819-0483	2017-4 S. Czech Xing, Unit 2704
034-02819-0484	2017-5 S. Czech Xing, Unit 2705
034-02819-0485	2017-6 S. Czech Xing, Unit 2706
034-02819-0486	2017-7 S. Czech Xing, Unit 2707
034-02819-0487	2017-8 S. Czech Xing, Unit 2708
034-02819-0488	2015-1 S. Czech Xing, Unit 2801
034-02819-0489	2015-2 S Czech Xing, Unit 2802
034-02819-0490	2015-3 S. Czech Xing, Unit 2803
034-02819-0491	2015-4 S. Czech Xing, Unit 2804
034-02819-0492	2015-5 S. Czech Xing, Unit 2805
034-02819-0493	2015-6 S. Czech Xing, Unit 2806

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034-02819-0494	2015-7 S. Czech Xing, Unit 2807
034-02819-0495	2015-8 S. Czech Xing, Unit 2808
034-02819-0496	2013-1 S. Czech Xing, Unit 2901
034-02819-0497	2013-2 S. Czech Xing, Unit 2902
034-02819-0498	2013-3 S. Czech Xing, Unit 2903
034-02819-0499	2013-4 S. Czech Xing, Unit 2904
034-02819-0500	2013-5 S. Czech Xing, Unit 2905
034-02819-0501	2013-6 S. Czech Xing, Unit 2906
034-02819-0502	2013-7 S. Czech Xing, Unit 2907
034-02819-0503	2013-8 S. Czech Xing, Unit 2908
034-02819-0504	2011-1 S. Czech Xing, Unit 3001
034-02819-0505	2011-2 S. Czech Xing, Unit 3002
034-02819-0506	2011-3 S. Czech Xing, Unit 3003
034-02819-0507	2011-4 S. Czech Xing, Unit 3004
034-02819-0508	2011-5 S. Czech Xing, Unit 3005
034-02819-0509	2011-6 S. Czech Xing, Unit 3006
034-02819-0510	2011-7 S. Czech Xing, Unit 3007
034-02819-0511	2011-8 S. Czech Xing, Unit 3008
034-02819-0512	2009-1 S. Czech Xing, Unit 3101
034-02819-0513	2009-2 S. Czech Xing, Unit 3102
034-02819-0514	2009-3 S. Czech Xing, Unit 3103
034-02819-0515	2009-4 S. Czech Xing, Unit 3104
034-02819-0516	2009-5 S. Czech Xing, Unit 3105
034-02819-0517	2009-6 S. Czech Xing, Unit 3106
034-02819-0518	2009-7 S. Czech Xing, Unit 3107
034-02819-0519	2009-8 S. Czech Xing, Unit 3108
034-02819-0520	Unit 3201
034-02819-0521	Unit 3202
034-02819-0522	Unit 3203
034-02819-0523	Unit 3204
034-02819-0524	Unit 3205
034-02819-0525	Unit 3206
034-02819-0526	Unit 3207
034-02819-0527	Unit 3208
034-02819-0528	Unit 3301
034-02819-0529	Unit 3302
034-02819-0530	Unit 3303
034-02819-0531	Unit 3304
034-02819-0532	Unit 3305
034-02819-0533	Unit 3306
034-02819-0534	Unit 3307
034-02819-0535	Unit 3308
034-02819-0536	Unit 3401
034-02819-0537	Unit 3402
034-02819-0538	Unit 3403

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Street Address

034-02819-0539	Unit 3404
034-02819-0540	Unit 3405
034-02819-0541	Unit 3406
034-02819-0542	Unit 3407
034-02819-0543	Unit 3408
034-02819-0550	1841-1 20 <sup>th</sup> Boulevard, Unit 0101
034-02819-0551	1841-2 20 <sup>th</sup> Boulevard, Unit 0102
034-02819-0552	1841-3 20 <sup>th</sup> Boulevard, Unit 0103
034-02819-0553	1841-4 20 <sup>th</sup> Boulevard, Unit 0104
034-02819-0554	1841-5 20 <sup>th</sup> Boulevard, Unit 0105
034-02819-0555	1841-6 20 <sup>th</sup> Boulevard, Unit 0106
034-02819-0556	1841-7 20 <sup>th</sup> Boulevard, Unit 0107
034-02819-0557	1841-8 20 <sup>th</sup> Boulevard, Unit 0108
034-02819-0558	1839-1 20 <sup>th</sup> Boulevard, Unit 0201
034-02819-0559	1839-2 20 <sup>th</sup> Boulevard, Unit 0202
034-02819-0560	1839-3 20 <sup>th</sup> Boulevard, Unit 0203
034-02819-0561	1839-4 20 <sup>th</sup> Boulevard, Unit 0204
034-02819-0562	1839-5 20 <sup>th</sup> Boulevard, Unit 0205
034-02819-0563	1839-6 20 <sup>th</sup> Boulevard, Unit 0206
034-02819-0564	1839-7 20 <sup>th</sup> Boulevard, Unit 0207
034-02819-0565	1839-8 20 <sup>th</sup> Boulevard, Unit 0208
034-02819-0566	1837-1 20 <sup>th</sup> Boulevard, Unit 0301
034-02819-0567	1837-2 20 <sup>th</sup> Boulevard, Unit 0302
034-02819-0568	1837-3 20 <sup>th</sup> Boulevard, Unit 0303
034-02819-0569	1837-4 20 <sup>th</sup> Boulevard, Unit 0304
034-02819-0570	1837-5 20 <sup>th</sup> Boulevard, Unit 0305
034-02819-0571	1837-6 20 <sup>th</sup> Boulevard, Unit 0306
034-02819-0572	1837-7 20 <sup>th</sup> Boulevard, Unit 0307
034-02819-0573	1837-8 20 <sup>th</sup> Boulevard, Unit 0308
034-02819-0574	1828-1 Parkland Drive, Unit 0401
034-02819-0575	1828-2 Parkland Drive, Unit 0402
034-02819-0576	1828-3 Parkland Drive, Unit 0403
034-02819-0577	1828-4 Parkland Drive, Unit 0404
034-02819-0578	1828-5 Parkland Drive, Unit 0405
034-02819-0579	1828-6 Parkland Drive, Unit 0406
034-02819-0580	1828-7 Parkland Drive, Unit 0407
034-02819-0581	1828-8 Parkland Drive, Unit 0408
034-02819-0582	1826-1 Parkland Drive, Unit 0501
034-02819-0583	1826-2 Parkland Drive, Unit 0502
034-02819-0584	1826-3 Parkland Drive, Unit 0503
034-02819-0585	1826-4 Parkland Drive, Unit 0504
034-02819-0586	1826-5 Parkland Drive, Unit 0505
034-02819-0587	1826-6 Parkland Drive, Unit 0506
034-02819-0588	1826-7 Parkland Drive, Unit 0507
034-02819-0589	1826-8 Parkland Drive, Unit 0508

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Street Address

034-02819-0590	1824-1 Parkland Drive, Unit 0601
034-02819-0591	1824-2 Parkland Drive, Unit 0602
034-02819-0592	1824-3 Parkland Drive, Unit 0603
034-02819-0593	1824-4 Parkland Drive, Unit 0604
034-02819-0594	1824-5 Parkland Drive, Unit 0605
034-02819-0595	1824-6 Parkland Drive, Unit 0606
034-02819-0596	1824-7 Parkland Drive, Unit 0607
034-02819-0597	1824-8 Parkland Drive, Unit 0608
034-02819-0598	1822-1 Parkland Drive, Unit 0701
034-02819-0599	1822-2 Parkland Drive, Unit 0702
034-02819-0600	1822-3 Parkland Drive, Unit 0703
034-02819-0601	1822-4 Parkland Drive, Unit 0704
034-02819-0602	1822-5 Parkland Drive, Unit 0705
034-02819-0603	1822-6 Parkland Drive, Unit 0706
034-02819-0604	1822-7 Parkland Drive, Unit 0707
034-02819-0605	1822-8 Parkland Drive, Unit 0708
034-02819-0606	1820-1 Parkland Drive, Unit 0801
034-02819-0607	1820-2 Parkland Drive, Unit 0802
034-02819-0608	1820-3 Parkland Drive, Unit 0803
034-02819-0609	1820-4 Parkland Drive, Unit 0804
034-02819-0610	1820-5 Parkland Drive, Unit 0805
034-02819-0611	1820-6 Parkland Drive, Unit 0806
034-02819-0612	1820-7 Parkland Drive, Unit 0807
034-02819-0613	1820-8 Parkland Drive, Unit 0808
034-02819-0614	2009-1 S. Czech Court, Unit 0901
034-02819-0615	2009-2 S. Czech Court, Unit 0902
034-02819-0616	2009-3 S. Czech Court, Unit 0903
034-02819-0617	2009-4 S. Czech Court, Unit 0904
034-02819-0618	2009-5 S. Czech Court, Unit 0905
034-02819-0619	2009-6 S. Czech Court, Unit 0906
034-02819-0620	2009-7 S. Czech Court, Unit 0907
034-02819-0621	2009-8 S. Czech Court, Unit 0908
034-02819-0622	2011-1 S. Czech Court, Unit 1001
034-02819-0623	2011-2 S. Czech Court, Unit 1002
034-02819-0624	2011-3 S. Czech Court, Unit 1003
034-02819-0625	2011-4 S. Czech Court, Unit 1004
034-02819-0626	2011-5 S. Czech Court, Unit 1005
034-02819-0627	2011-6 S. Czech Court, Unit 1006
034-02819-0628	2011-7 S. Czech Court, Unit 1007
034-02819-0629	2011-8 S. Czech Court, Unit 1008
034-02819-0630	2013-1 S. Czech Court, Unit 1101
034-02819-0631	2013-2 S. Czech Court, Unit 1102
034-02819-0632	2013-3 S. Czech Court, Unit 1103
034-02819-0633	2013-4 S. Czech Court, Unit 1104
034-02819-0634	2013-5 S. Czech Court, Unit 1105

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034-02819-0635	2013-6 S. Czech Court, Unit 1106
034-02819-0636	2013-7 S. Czech Court, Unit 1107
034-02819-0637	2018-8 S. Czech Court, Unit 1108
034-02819-0638	2015-1 S. Czech Court, Unit 1201
034-02819-0639	2015-2 S. Czech Court, Unit 1202
034-02819-0640	2015-3 S. Czech Court, Unit 1203
034-02819-0641	2015-4 S. Czech Court, Unit 1204
034-02819-0642	2015-5 S. Czech Court, Unit 1205
034-02819-0643	2015-6 S. Czech Court, Unit 1206
034-02819-0644	2015-7 S. Czech Court, Unit 1207
034-02819-0645	2015-8 S. Czech Court, Unit 1208
034-02819-0646	2017-1 S. Czech Court, Unit 1401
034-02819-0647	2017-2 S. Czech Court, Unit 1402
034-02819-0648	2017-3 S. Czech Court, Unit 1403
034-02819-0649	2017-4 S. Czech Court, Unit 1404
034-02819-0650	2017-5 S. Czech Court, Unit 1405
034-02819-0651	2017-6 S. Czech Court, Unit 1406
034-02819-0652	2017-7 S. Czech Court, Unit 1407
034-02819-0653	2017-8 S. Czech Court, Unit 1408
034-02819-0654	2020-1 S. Czech Court, Unit 1601
034-02819-0655	2020-2 S. Czech Court, Unit 1602
034-02819-0656	2020-3 S. Czech Court, Unit 1603
034-02819-0657	2020-4 S. Czech Court, Unit 1604
034-02819-0658	2020-5 S. Czech Court, Unit 1605
034-02819-0659	2020-6 S. Czech Court, Unit 1606
034-02819-0660	2020-7 S. Czech Court, Unit 1607
034-02819-0661	2020-8 S. Czech Court, Unit 1608