VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

PLAN COMMISSION MEETING

TUESDAY, MARCH 12, 2024 AT 6:30 PM

Village Hall Council Room
250 Williams Street
Williams Bay, WI 53191

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Minutes

A. Plan Commission Meeting Minutes of February 13, 2024

V. Recommendation and Possible Action for a Preliminary Condominium Plat

A. APPLICANT: NSH 146 Clover Street, LLC (Owner), Troy A. Witt, DeWitt, LLC (Agent)
TAX KEY: WA 432100001
STREET ADDRESS: 146 Clover St and 116 Cherry St, Village of Williams Bay
Applicant is requesting approval of a Preliminary Condominium Plat per Section 375-0302 "Preliminary plat/condominium plat review procedure".

VI. Adjournment

Bill Duncan
Chairman

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 03/05/2024 5:00 PM

VILLAGE OF WILLIAMS BAY

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Phone: 262-245-2700

UNOFFICIAL MINUTES
PLAN COMMISSION MEETING 2/13/2024 MEETING
TUESDAY, FEBRUARY 13, 2024 AT 6:30 PM
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

I. Call to Order

President Dunacn called the meeting to order at 06:30pm.

II. Roll Call

Present: President Bill Duncan, Trustee Lowell Wright, Commissioners Pat Watts, Maggie Gage, Jess Haak, Marianne Klemke, James Killian
Also Present: Zoning Administrator Bonnie Schaeffer, Clerk Tina Kolls
Excused: Matt Robbins

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Minutes

A. Plan Commission Meeting Minutes of January 16, 2024

The motion to approve the Plan Commission Meeting Minutes of January 16, 2024 was initiated by Commissioner Watts and seconded by Commissioner Killian. Unanimously carried.

V. Recommendation and Possible Action for Site Plan and Architectural Design Review Amendment

A. APPLICANT: Casey Tormoen, Upscale Lodging, LLC (Owner)
TAX KEY: WOP 00067
STREET ADDRESS: 47 W. Geneva St, Village of Williams Bay
The applicant is requesting approval of an amendment to site plan and architectural design review for building additions using asphalt roofing material rather than metal roofing material in an existing commercial development in the Village Center District per Section 390-1206 *Site Plan* and Section 390-0705 *VCO Village Center Design Overlay District*.

The motion to recommend Village Board approval of the amendment to site plan and architectural design review for building additions using asphalt roofing material rather than metal roofing material in an existing commercial development in the Village Center District per Section 390-1206 *Site Plan* and Section 390-0705 *VCO Village Center Design Overlay District* with the conditions that a more detailed landscape plan is provided to and approved by Village Staff and the Village Engineers recommendations for WDOT approval to be obtained to work in the West Geneva Street right-of-way and that verification is received that having one set of plans for all buildings is allowed by the Building Inspector are met was initiated by Commissioner Killian and seconded by Trustee Wright. Unanimously carried.

VI. Recommendation and Possible Action for an Extraterritorial Condominium Plat Addendum

A. APPLICANT: John Berget, North by Northwest Storage, LLC (Owner)
TAX KEY: FNNW 00001 through FNNW 00034
STREET ADDRESS: 4954 Hwy. 50, Town of Delavan
The applicant is requesting approval of a condominium plat addendum to convert on of the existing rental storage buildings into an owner-occupied condominium building.

The motion to approve a condominium plat addendum to convert on of the existing rental storage buildings into an owner-occupied condominium building was initiated by Trustee Wright and seconded by Commissioner Gage. Unanimously carried.

VII. Adjournment

The motion to adjourn was initiated by Commissioner Watts and seconded by Commissioner Gage at 06:43pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

These are not official Minutes until approved by the Governing Body.

DeWitt LLP Law Firm

Direct line: 608-252-9327
Email: tam@dewittllp.com

January 31, 2024

Village of Williams Bay
Attn: Bonnie Schaeffer
Zoning Administrator
250 Williams Street
P.O. Box 580
Williams Bay, WI 53191

RE: Condominium Plat Application
146 Clover / 116 Cherry

Dear Ms. Schaeffer:

Enclosed please find the following documents for filing in connection with the above-referenced property:

1. Planning Request form;
2. Firm check in the amount of $120 ($100 & $20/Unit);
3. Twelve (12) copies of a preliminary condominium plat for Sherwood Williams Bay Condominium;
4. Twelve (12) copies of the Declaration of Condominium of Sherwood Williams Bay Condominium; and
5. Twelve (12) copies of the Declaration of Covenants, Conditions, Restrictions & Easements for Sherwood Williams Bay Condominium.

By email, I will also send you electronic copies of each of the above-referenced documents.

Very truly yours,

DeWitt LLP

Troy A. Mayne

TAM:sf
Enclosures
0048596.0000

MADISON : GREATER MILWAUKEE : MINNEAPOLIS
2 East Mifflin Street, Suite 600, Madison, WI 53703-2865 • Ph: 608.255.8891 • F: 608.252.9243
dewittllp.com

Planning Request Application
Village of Williams Bay

250 Williams Street • PO Box 580 • Williams Bay, WI 53191
Phone: 262-245-2700 • Fax: 262-245-2705

Date application was received:

Fee Paid:

Request:
Please check all that apply.

- ☐ **Site Plan** [§390.1206] - $200.00 plus $.04/sf floor area
- ☐ **Conditional Use Permit (CUP)** [§390.1207] - $500.00
- ☐ **Certificate of Compliance** [§390.1211] - $200.00
- ☐ **Temporary Use Permit** [§390.1208] - $200.00
- ☐ **Preliminary Plat** - $200.00 plus $20.00 per lot
- ☐ **Certified Survey Map (CSM)** - $200.00 plus $20.00 per lot
- ☐ **Final Plat** - $100.00 plus $10.00 per lot
- ☐ **Planned Development Overlay (PDO)** [§390.0709] - $500.00
- ☐ **Planned Development Amendment** - $500.00
- ☐ **Zoning Text or Map Amendment** [§390.1204] - $500.00
- ☐ **Project Concept Review** - $200.00
- ☐ **Land Use Plan Amendment** - $500.00
- ☐ **Interpretation** [§390.1216] - $200.00
- ☐ **Appeal** [§390.1217] - $500.00
- ☒ **Other:** Condominium Plat per Code 375-0308 Fee: ________

Physical Address of Site: 116 Cherry & 146 Clover

Tax Parcel Number: WA-4321-1

Project or Development Name: Williams Bay Health / Sherwood Lodge

Applicant
Name: NSH 146 Clover Street LLC c/o Brian Purtell
Mailing Address: 640 N Vel R Phillips Ave, Suite 700
eMail: bpurtell@nshorehc.com
Phone: 414-690-6315

Owner of Site
Name: NSH 146 Clover Street LLC c/o Brian Purtell
Mailing Address: 640 N Vel R Phillips Ave, Suite 700
eMail: bpurtell@nshorehc.com
Phone: 414-690-6315

Legal Representative
Name: Troy A. Mayne, DeWitt, LLC
Mailing Address: 2 E. Mifflin Street, Suite 600
Madison, WI 53703
eMail: tam@dewittllp.com
Phone: 608-252-9327

Architect, Engineer, Contractor
Name: Travis Plantico (Surveyor - POB)
Mailing Address: 4941 Kirschling Court
Stevens Point, WI 54481
eMail: travis@pobinc.com
Phone: 715-570-2045

Legal Description of Site (Attach separate sheet if additional space is needed):

Lot 1, CSM 4321, Village of Williams Bay, Walworth County, WI

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Current Zoning of Site: P&I **Current Overlay Districts of Site:** ____________

Proposed Zoning of Site: ____________

Proposed type of structure of use: Current structures to remain as is

Proposed use of structure or site: Current uses to remain as is

Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):

Application is made for condominium plat approval under Section 375-0308 of municipal code. Condominium would separate the assisted living and skilled nursing facilities into separate condominium units to facilitate financing and potentially separate ownership.

Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

Zoning, uses and site improvements would not change

Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

Zoning, uses and site improvements would not change

Proposed Condominium Plat, Declaration of Condominium and Declaration of Covenants, Conditions, Restrictions and Easements are attached.

Print Applicant's Name: Troy A. Mayne, Legal Representative **Date:** 1/31/24

Signature of Applicant: [signature]

DeWitt LLP

Vendor ID: 038925 Payee: Village of Williams Bay

Check #: 206373

Check Date: Jan 31, 2024

Reference	Invoice Num	Invoice Date	Inv Amt	Invoice Description	Amt Paid
	31-JAN-24	Jan 31, 2024	$120.00	0048596.0000	$120.00
				A/P Total:	$120.00

DeWitt LLP Law Firm

Corporate Headquarters
Two East Mifflin Street
Suite 600
79-46/759
Madison, WI 53703-2865
Tel 608-255-8891
Fax 608-252-9243

206373

Date: January 31, 2024

PAY ONE HUNDRED TWENTY AND 00/100 $120.00

VOID AFTER 90 DAYS

TO THE ORDER OF Village of Williams Bay

Authorized Signature

⑈00206373⑈ ⑆075911852⑆ 1002231663⑈

SHERWOOD WILLIAMS BAY CONDOMINIUM

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4321 AS RECORDED IN VOLUME 28 OF CERTIFIED SURVEY MAPS, PAGE 20 AS DOCUMENT NO. 797134, ALL IN PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 16 EAST, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JORDAN G. BROST, PROFESSIONAL LAND SURVEYOR, IN ACCORDANCE WITH STATE STATUTE 703.365, DO HEREBY CERTIFY THAT I HAVE SURVEYED ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4321, AS RECORED IN VOLUME 28 OF CERTIFIED SURVEY MAPS, PAGE 20 AS DOCUMENT NO. 797134, ALL IN PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 16 EAST, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED UPON THE PROPERTY.

THIS PLAT IS A CORRECT REPRESENTATION OF "SHERWOOD WILLIAMS BAY CONDOMINIUM" AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

DATED THIS ________ DAY OF ________________________, 2024.

____
JORDAN G. BROST, PLS #3009

VILLAGE BOARD APPROVAL CERTIFICATE

RESOLVED, THAT THIS CONDOMINIUM PLAT FOR NORTH SHORE HEALTHCARE IN THE VILLAGE OF WILLIAMS BAY, IS HEREBY APPROVED BY THE VILLAGE BOARD.

APPROVED THIS ________ DAY OF ________________, 2024.

______________________________ __________
WILLIAM DUNCAN, VILLAGE PRESIDENT — *DATE*

______________________________ __________
TINA KOLLS, VILLAGE CLERK — *DATE*

CLIENT

NORTH SHORE HEALTHCARE
640 NORTH VEL R. PHILLIPS AVE., SUITE 200
MILWAUKEE, WI 53203

OWNER

NSH 146 CLOVER STREET LLC
640 NORTH VEL R. PHILLIPS AVE., SUITE 200
MILWAUKEE, WI 53203

BASIS FOR BEARINGS

THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 16 EAST, BEARS S 03°37'07" E. RECORDED TO BEAR S 03°37'07" E PER CSM NO. 4321.

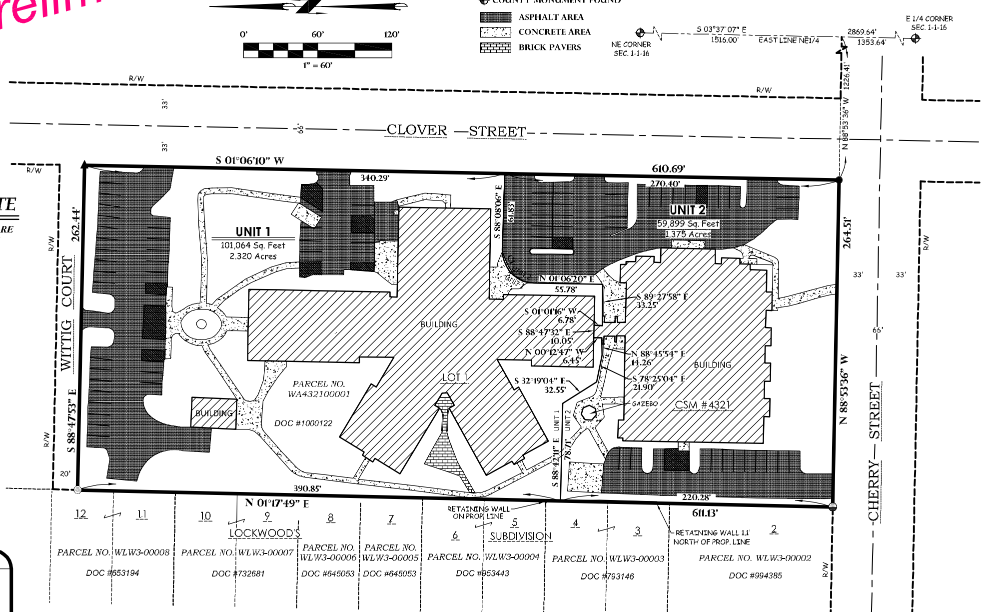
0' 60' 120'
1" = 60'

LEGEND

- 1-1/4" O.D. IRON PIPE FOUND
- 3/4" IRON REBAR FOUND
- 1-1/4" IRON REBAR FOUND
- MAG NAIL FOUND
- COUNTY MONUMENT FOUND
- ASPHALT AREA
- CONCRETE AREA
- BRICK PAVERS

SURVEYOR'S NOTES

1. *THIS MAP DOES NOT TRANSFER PROPERTY OWNERSHIP. SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED, EXCEPTING PUBLIC DEDICATIONS.*
2. *PLAT WILL BE SUBJECT TO CROSS EASEMENTS FOR ACCESS, STORM WATER, PARKING, SANITARY SEWER, WATER MAIN, AND OTHER UTILITIES PURSUANT TO OTHER RECORDED AGREEMENTS.*
3. *SEE SHEET 2 FOR BUILDING DETAILS.*
4. *SEE SHEET 3 FOR UNIT DETAILS.*

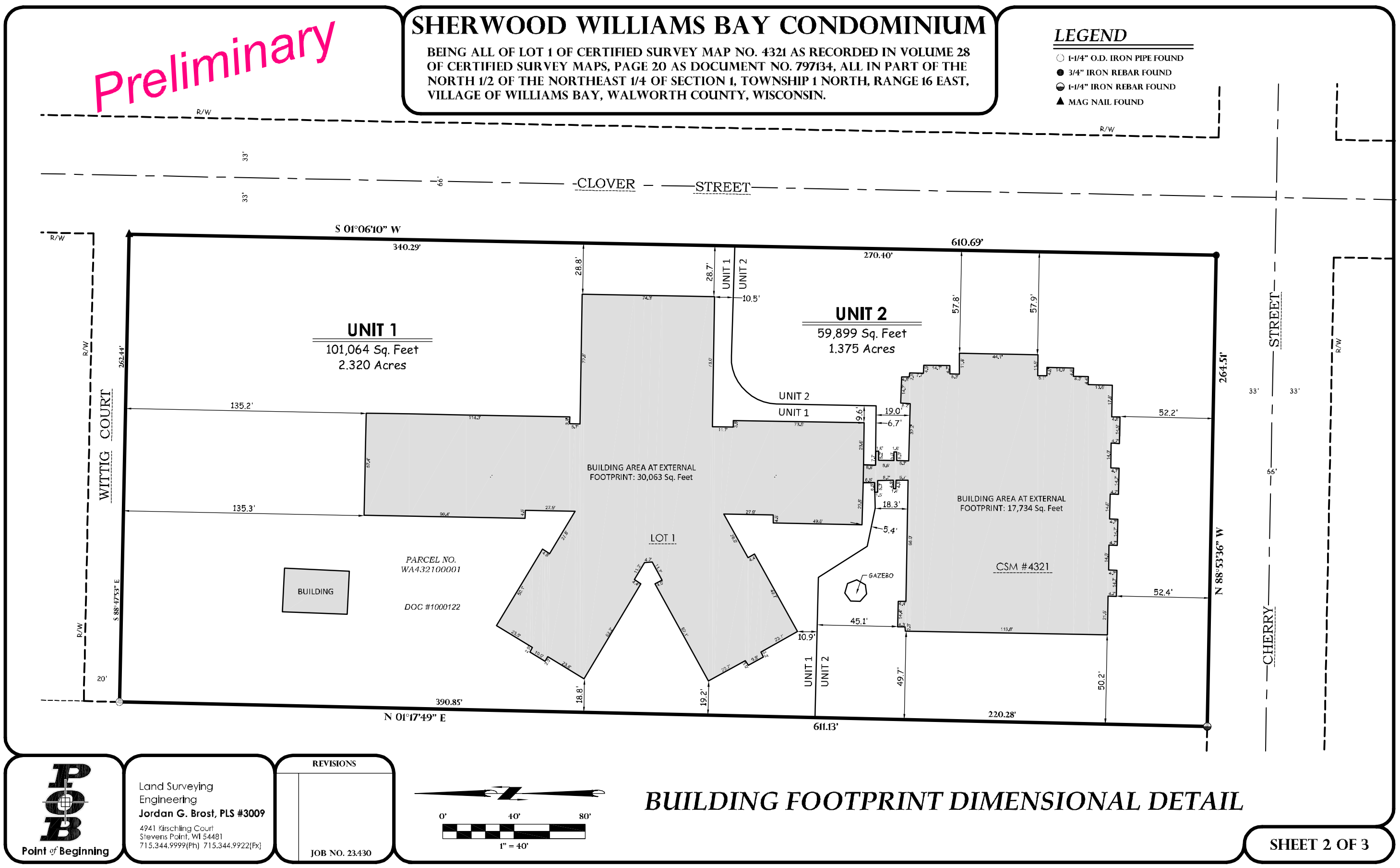


Point of Beginning
Land Surveying
Engineering
Jordan G. Brost, PLS #3009
4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999(Ph) 715.344.9922(Fx)

REVISIONS

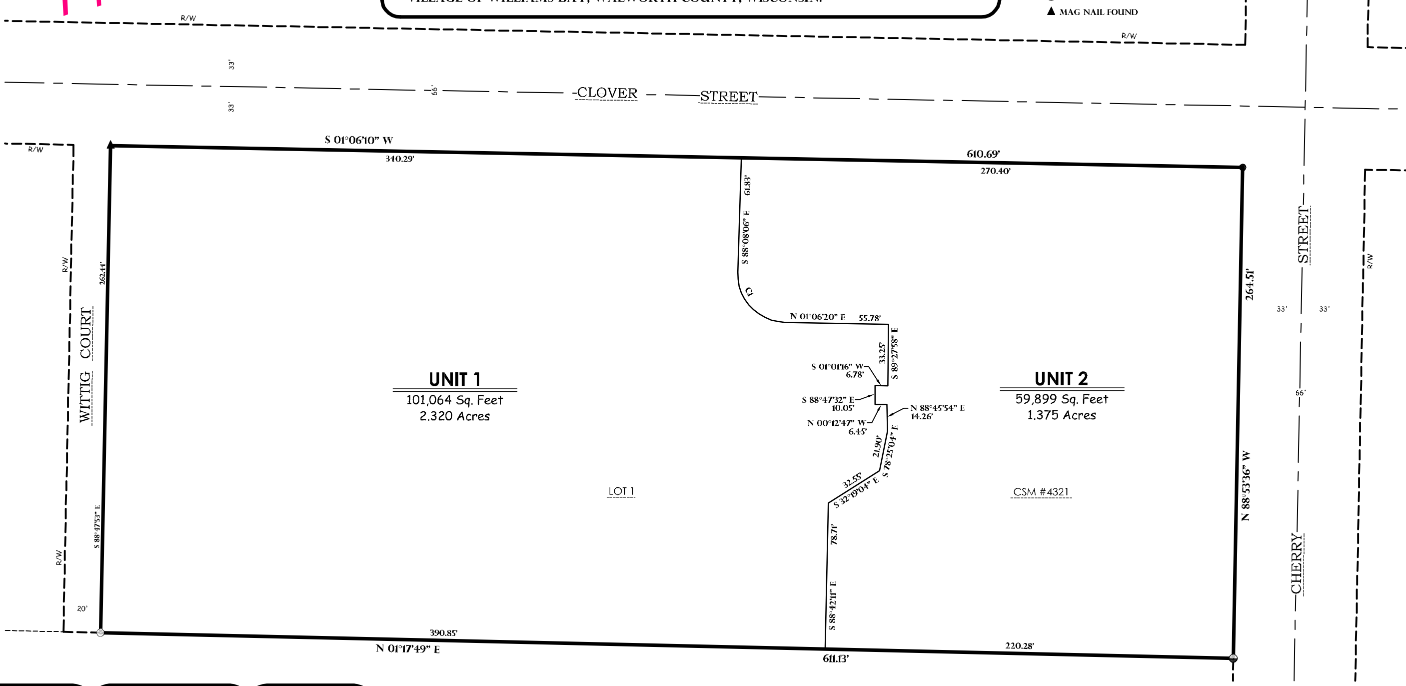
JOB NO. 23430

SHEET 1 OF 3


Preliminary
SHERWOOD WILLIAMS BAY CONDOMINIUM
BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4321 AS RECORDED IN VOLUME 28 OF CERTIFIED SURVEY MAPS, PAGE 20 AS DOCUMENT NO. 797134, ALL IN PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 16 EAST, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.
LEGEND
1-1/4" O.D. IRON PIPE FOUND
3/4" IRON REBAR FOUND
1-1/4" IRON REBAR FOUND
MAG NAIL FOUND
CLOVER STREET
WITTIG COURT
CHERRY STREET
S 01°06'10" W
340.29'
270.40'
610.69'
264.51'
N 88°53'36" W
N 01°17'49" E
390.85'
220.28'
611.13'
262.44'
S 88°47'53" E
UNIT 1
101,064 Sq. Feet
2.320 Acres
UNIT 2
59,899 Sq. Feet
1.375 Acres
BUILDING AREA AT EXTERNAL FOOTPRINT: 30,063 Sq. Feet
BUILDING AREA AT EXTERNAL FOOTPRINT: 17,734 Sq. Feet
LOT 1
CSM #4321
PARCEL NO. WA432100001
DOC #1000122
BUILDING
GAZEBO
135.2'
135.3'
28.8'
28.7'
10.5'
57.8'
57.9'
19.0'
6.7'
18.3'
5.4'
52.2'
52.4'
45.1'
10.9'
18.8'
19.2'
49.7'
50.2'
Land Surveying
Engineering
Jordan G. Brost, PLS #3009
4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999(Ph) 715.344.9922(Fx)
Point of Beginning
REVISIONS
JOB NO. 23430
1" = 40'
BUILDING FOOTPRINT DIMENSIONAL DETAIL
SHEET 2 OF 3

SHERWOOD WILLIAMS BAY CONDOMINIUM

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4321 AS RECORDED IN VOLUME 28 OF CERTIFIED SURVEY MAPS, PAGE 20 AS DOCUMENT NO. 797134, ALL IN PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 16 EAST, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



Land Surveying
Engineering
Jordan G. Brost, PLS #3009
4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999(Ph) 715.344.9922(Fx)

Point of Beginning

REVISIONS

JOB NO. 23430

1" = 40'

UNITS 1 AND 2 AREA AND DIMENSIONAL DETAIL

SHEET 3 OF 3

Document Number

Declaration of Condominium for SHERWOOD WILLIAMS BAY CONDOMINIUM

Name and Return Address

Attorney Troy A. Mayne
DeWitt LLP
2 E. Mifflin Street, Suite 600
Madison, WI 53703

DECLARATION OF CONDOMINIUM

FOR

SHERWOOD WILLIAMS BAY CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR SHERWOOD WILLIAMS BAY CONDOMINIUM (**"Declaration"**) is made and entered into as of the ___ day of January 2023 (the "**Effective Date**"), by the NSH 146 Clover Street LLC, a Wisconsin limited liability company ("**NSH**"), in accordance with the terms and provisions of Chapter 703 of the Wisconsin Statutes (the **"Act"**).

RECITALS:

WHEREAS, NSH owns fee simple title to the land containing approximately 3.695 acres described on **Schedule 1**, along with all buildings and related improvements located thereupon (the "**Campus**"); and

WHEREAS, NSH desires to submit the Campus, together with all rights, title, easements and interests appurtenant thereto, to a condominium form of ownership as provided in the Act and this Declaration; and

WHEREAS, Midcap [CONFIRM LENDER ENTITY] holds a mortgage on the Campus and consents to this Declaration of Condominium.

NOW THEREFORE, for the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NSH does agree and declare as follows:

ARTICLE I
PURPOSE, LEGAL DESCRIPTION, NAME, ADDRESS, AND DEFINITIONS

1.1 Statement of Purpose. The purpose of this Declaration is to subject the Campus, and all rights, title, easements, and interests appurtenant to all or a portion thereof (collectively, the "**Condominium Property**") to a condominium form of ownership as provided in the Act and this Declaration (the **"Condominium"**). All of the provisions of this Declaration shall run with the land, shall constitute benefits and burdens with respect to the Units (as defined below), and shall be binding on NSH and its heirs, successors and assigns, including, without limitation, all subsequent owners and occupants of the Condominium.

1.2 Legal Description. The real property subject to this Declaration is the Condominium Property (as defined above) as described in **Schedule 1** and all rights, title, easements and interests appurtenant to all or a portion thereof.

1.3 Name and Address. The name of the Condominium is Sherwood Williams Bay Condominium and its addresses are 116 Cherry Street and 146 Clover Street, Village of Williams Bay, Walworth County, Wisconsin 53191.

1.4 Encumbrances. The Condominium is subject to the matters described on **Schedule 2** (collectively, the "**Permitted Encumbrances**").

ARTICLE II
DEFINITIONS

2.1 Defined Terms. In addition to the terms defined in the other section of this Declaration, each of the following terms, when used herein, shall have the meaning ascribed to it in this Section 2.1:

“Affiliates” means, with respect to any party (a “Designated Party”), all Persons that, directly or indirectly, control, are controlled by, or are under common control with the Designated Party. As used in the preceding sentence, the terms “control”, “controlled by” and “under common control with” mean the possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Laws” means all applicable laws, ordinances, codes, regulations, rules, orders, decrees and requirements of any government or any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“Architectural Committee” means the Architectural Committee established under (and as defined in) the CCR&Es.

“Articles of Incorporation” means the Articles of Incorporation for the Association filed with Wisconsin Department of Financial Institutions on ____________, 2023.

“Association” means the Sherwood Williams Bay Condominium Unit Owners Association, Inc. and its successors and assigns.

“Board” means the Board of Directors of the Association, as defined in Section 7.1 below.

“Building” means, individually, any building located on the Campus, from time to time. “**Buildings**” means, collectively, all of the buildings located on the Campus, from time to time.

“By-Laws” means the By-Laws for the Association attached hereto as **Schedule 3**, as may thereafter be amended from time to time.

“Campus” shall have the meaning ascribed to the same in the first (1st) recital above.

“CCR&Es” means the Declaration of Covenants, Conditions, Restrictions and Easements of record as in the office of the Register of Deeds for Walworth County, Wisconsin on or about the date of this Declaration, a copy of which are attached hereto as **Schedule 6**, as may thereafter be amended from time to time.

“Village” shall mean Village of Williams Bay, Wisconsin.

“Common Elements” means all of the land or improvements expressly identified as Common Element in this Declaration or on the Condominium Plat.

“Common Expenses” means, subject to the other terms hereof, (i) costs incurred by the Association to maintain, repair and replace the Common Elements in accordance with this Declaration, (ii) the cost of insurance maintained by the Association pursuant to this Declaration, (iii) the cost of any utilities furnished to the Common Elements, and (iv) any real property taxes and governmental assessments levied against the Common Elements directly, but not taxes and assessed levied against any Unit, (iv) costs incurred by the Association to maintain, repair and replace Shared Facilities, as that term is defined under the CCR&Es, (v) costs incurred by the

Association for the maintenance, repair, replacement or management of the Units as a matter of convenience to the Unit Owners (i.e., landscaping, snow removal).

"Condominium Instruments" means this Declaration, the Condominium Plat, the Articles of Incorporation and By-laws of the Association

"Condominium Rules" means those reasonable rules and regulations adopted and amended from time to time by the Board governing the use and enjoyment of the Condominium; provided, (i) such rules and regulations shall not conflict with the Act or the Condominiums Instruments, (ii) such rules and regulations shall not materially increase the obligations or materially decrease the rights of any Unit Owner or any of its Permittees, and (iii) such rules and regulations (or any amendment, modifications or supplements to the same) shall not take effect until the Association has notified all of the Unit Owners of the same, in writing.

"County" shall mean the County of Walworth, Wisconsin.

"Declarant" means NSH.

"Default Rate" means an annual interest rate equal to eighteen percent (18%).

"Environmental Laws" means all applicable federal, state, or local environmental laws, ordinances, rules and regulations and all amendments thereto, together with all applicable common law requirements which relate to pollution, Hazardous Substances or other environmental matters, as the same shall be in existence while the Condominium is in effect.

"Existing Hazardous Substances" means any Hazardous Substances that are located on, under or about the Campus (including, without limitation, the Units and the Common Elements) prior to the Effective Date.

"Hazardous Substances" means all hazardous or toxic substances, materials, wastes, pollutants and contaminants that are listed, defined or regulated under Applicable Laws pertaining to health, safety or the environment, including, but not limited to, Medical Waste, polychlorinated biphenyls, asbestos, radon, urea formaldehyde, petroleum products and petroleum derived constituents (e.g. gasoline, diesel fuel, oil and hydrocarbons).

"Major Exterior Alteration Threshold" initially means an amount equal to Twenty-Five Thousand Dollars ($25,000.00); provided, on each January 1 after the Effective Date, such amount shall be increased (but not decreased) by three percent (3%).

"Major Exterior Alteration" means, subject to the other terms hereof, any material alterations, additions, changes and/or improvements to the exterior of any Building or the exterior areas of any Unit located outside a Building that (i) are a single project or group of related projects, and (ii) cost more than the Major Exterior Alteration Threshold, including, without limitation, any the construction of any new building or exterior structure that costs more than the Major Exterior Alteration Threshold. Repairs, maintenance, and replacements shall not be considered a Material Exterior Alteration so long as the same utilize materials of substantially similar (or better) quality to the existing materials and the results of the repair, maintenance or replacement are substantially similar appearance to the items being replaced. In addition, any repainting of a Building shall not be considered a Material Exterior Alteration.

“Medical Waste” means waste generated from any medical services, procedures, operations and/or treatments, including, without limitation, (i) pathological waste, (ii) blood, (iii) sharps, (iv) wastes from surgery or autopsy, (v) dialysis waste and related contaminated disposable equipment and supplies, (vi) cultures and stocks of infectious agents and associated biological agents, (vii) contaminated equipment, (viii) laboratory waste, and (ix) other biological waste and discarded materials contaminated with or exposed to blood, excretions, secretions or tissue from human beings or animals.

“Mortgage” means a mortgage or other similar security interest encumbering a Unit or Units.

“Mortgagee” means the holder of a Mortgage. “**Mortgagees**” means, collectively, each and every Mortgagee.

“Permittees” means, with respect to any Person, all officers, directors, employees, agents, contractors, customers, visitors, patients, guests, invitees, licensees, tenants, subtenants, and concessionaires of such Person.

“Person” means any natural person, partnership, limited partnership, joint venture, corporation, limited liability company, trust, governmental authority, or other entity.

“Plat” or **“Condominium Plat”** means the Plat of the Condominium attached hereto as **Schedule 4**, being recorded pursuant to the Act simultaneously herewith and constituting a part of this Declaration.

“Proportionate Share” or “Percentage Interest” means, with respect to any Unit, the percentage set forth as such Unit’s Proportionate Share on **Schedule 5**, which shall also be treated as the percentage interests appurtenant to each Unit.

“Unit Owner” shall mean a person, combination of persons, partnership, limited partnership, limited liability partnership, limited liability company, corporation or other entity who holds legal title to a Unit; provided, however, in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, “Unit Owner” shall mean the purchaser under such land contract or similar agreement so long as the Association has been notified, in writing, of such land contract or similar document. An option to purchase shall not be deemed to be a land contract or similar document. In no event will any Mortgagee be considered a Unit Owner by virtue of holder or being the beneficiary of a mortgage encumbering a Unit, unless and until it acquires such Unit by foreclosure or conveyance in lieu thereof.

“Unit Occupant” means any tenant, subtenant, licensee, or person who is lawfully occupying any Unit.

2.2 Definitions. If any capitalized term used in this Declaration is not defined herein but is defined in the Act, then such term shall have the meaning ascribed to the same in the Act. If any capitalized term used in this Declaration is not defined in this Declaration or the Act and is defined in the Articles of Incorporation or By-laws of the Association, then such term shall have the meaning ascribed to the same in the Association’s Articles of Incorporation or By-laws.

ARTICLE III
TERM

3.1 **Term**. The term of the Condominium (the "**Term**") shall be perpetual.

ARTICLE IV
DESCRIPTION AND DESIGNATION OF UNITS AND UNIT BOUNDARIES

4.1 **Units**. The Condominium shall have two (2) units as shown on the Plat (collectively, the "**Units**"). The Units shall be as described herein and as depicted on the Plat. The Units contain land and improvements located within the area forming such Unit on the Plat. For purposes of this Declaration, each Unit is referred to by its numerical designation on the Plat (i.e., Unit 1).

4.2 **Unit Boundaries**. Each Unit is an individual lot with improvements thereon. Each Unit has no horizontal boundaries, and the vertical boundaries for each unit shall be a vertical plane running from the ground straight upwards and downwards from the Unit boundary lines indicated on the Plat. Expressly included as part of each Unit are:

(i) all portions of land located with the boundaries of the Unit, as shown on the Plat;

(ii) all improvements now existing or constructed in the future within the boundaries of such Unit, as shown on the Plat; except for (A) any improvements expressly identified on the Plat as Common Element(s) and (B) any utility lines (including, without limitation, water, gas, electricity, telephone, sanitary sewer, storm sewer, cable television, data transmission and internet) and related facilities belonging to a public utility provider; and

(iii) all heating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, ducts, cables, conduits, antennae, communication lines, utility lines, utility meters, fire prevention installations, security installations, stairwells and other facilities, whether existing or installed in the future, located within the boundaries of such Unit, except for any such items expressly identified on the Plat as Common Element(s) and any utility mains and related facilities belong to a public utility company.

4.3 **Major Exterior Alteration Approval.** No Major Exterior Alterations shall be commenced until plans and specifications showing the nature, kind, shape, height, materials and location of the same ("Plans") shall have been submitted to and approved, in writing, by the Architectural Committee or shall have been deemed approved by the Architectural Committee in accordance with the CCR&Es. The Unit Owner of each Unit may make alterations, additions, changes and improvements to its Unit other than Major Exterior Alterations, without obtaining the approval of the Architectural Review Committee, the Association, or the Declarant, so long as such alterations, additions, changes and improvements comply with Applicable Laws and are completed in a manner that does not materially damage the other Units.

ARTICLE V
DESCRIPTION AND DESIGNATION OF COMMON ELEMENTS

5.1 **Identification**. The Common Elements shall consist of the following:

(i) The land expressly identified as Common Element on the Plat.

(ii) The improvements expressly identified as Common Element on the Plat.

(iii) Any other land or improvements, or any rights, benefits or obligations accruing and appurtenant to the Condominium, which are identified as Common Elements by the Unit Holders in writing.

5.2 Unit Ownership of Common Elements. There shall be appurtenant to the Units in the Condominium an undivided interest in the Common Elements.

5.3 Use of Common Elements. The use of the Common Elements shall be limited to the Unit Owners, the Unit Occupants, and their respective Permittees. The use of the Common Elements shall be governed by the Condominium Instruments, the Condominium Rules, and the Permitted Encumbrances.

5.4 No Revocation, Abandonment or Partition. The Common Elements shall remain undivided and shall not be abandoned by act or omission, and no Unit Owner or other person may bring any action for partition or division of the Common Elements.

5.5 Suspension and Limitation of Use. The Association may suspend or limit the right of any Unit Owner, or any other person or entity, to use any part of the Common Elements upon failure of such Unit Owner, person, or entity to observe the provisions of the Condominium Instruments and the Condominium Rules governing the use of the Common Elements.

ARTICLE VI
USES

6.1 General. The Units and Common Elements of the Condominium may be used for any purpose, except that uses may be limited by the CCR&Es and Applicable Laws. No Unit shall be used in a manner that causes unreasonable interference with the use and enjoyment of the Common Elements or other Units by the other Unit Owners, Unit Occupants, and their respective Permittees.

6.2 Compliance with Condominium Instruments. All present and future Unit Owners, Unit Occupants and their respective Permittees shall be subject to, and shall comply with, the provisions of the Condominium Instruments and the Condominium Rules.

6.3 Leasing. Leasing of all or part of a Unit is expressly permitted. Any lease, license or other rental agreement (each, a "**Lease**") must provide that the Unit Occupant's rights under such Lease (including, without limitation, its leasehold estate or possessory rights thereunder) are subject, in all respects, to the provisions of the Condominium Instruments, the CCR&Es, and the Condominium Rules and that any failure by the Unit Occupant under the Lease to comply with the terms of the Condominium Instruments, the CCR&Es, or Condominium Rules shall be a default under such Lease. If any Lease does not contain the foregoing provisions, the provisions shall, nevertheless, be deemed to be a part of the Lease and binding upon the Unit Occupant under such Lease. Every Lease must be in writing. If any Unit Occupant violates or permits the violation by any of its Permittees of any provision of the Condominium Instruments, the CCR&Es, or the Condominium Rules and the Association determines and a prior written notice to cease such violation has been given to the Unit Owner, then the Association may, in addition to any other remedy or remedies available at law or in equity, seek court-ordered injunction to enforce the Condominium Instruments and Condominium Rules.

6.4 **Quiet Enjoyment**. No Unit Owner or Unit Occupant shall permit anything to be done in its Unit that materially interferes with the right of quiet enjoyment of the other occupants of the Condominium.

6.5 **Disposal of Refuse**. Each Unit Owner shall be responsible for removing all trash or garbage from the Unit Owner's Unit and placing it in proper receptacles for pickup.

6.6 **Hazardous Substances**. No Hazardous Substances shall be generated, processed, stored, transported, handled, or disposed of on, under, in or through a Unit or the Common Elements by any Unit Owner or Unit Occupant in violation of the provisions of the Applicable Laws or the CCR&Es. Each Unit Owner and Unit Occupant shall comply with all applicable provisions governing its use, generation, storage, handling and/or disposal of Hazardous Substances. Subject to the other terms hereof, except to the extent caused by another Unit Owner, another Unit Owner's Unit Occupants or any of their respective Permittees, each Unit Owner shall indemnify, defend and hold harmless the other Unit Owners from all third party claims and resulting liabilities, losses, demands, actions, suits, damages, and injuries (including, but not limited to, reasonable attorneys', consultants' and experts' fees and costs) arising out of or related to (i) the introduction, use, manufacture, handling, management, storage, disposal or release of any Hazardous Substances by such Unit Owner, any of such Unit Owner's Unit Occupants or any of their respective Permittees on, under or about the Units or the Common Elements; or (ii) any actual or alleged violation of Environmental Laws by such Unit Owner or any of such Unit Owner's Unit Occupants on or about the Units or the Common Elements. In addition, each Unit Owner shall complete any investigation, repair, cleanup, remediation or detoxification of the Units or the Common Elements required by any applicable governmental authority under Applicable Law as a result the introduction, use, manufacture, handling, management, storage, disposal or release of any Hazardous Substances on, under or about the Units or the Common Elements by such Unit Owner or any of its Unit Occupants in violation of Applicable Laws. Notwithstanding anything to the contrary, no Unit Owner shall be liable or responsible under this Declaration for, nor shall it be required to indemnify, defend or hold harmless any other Unit Owner pursuant to this Declaration from and against, (i) any Hazardous Substances not introduced, stored, transported or released on or about the Units or the Common Elements by such Unit Owner, any of such Unit Owner's Unit Occupants, or any of their respective Permittees, or (ii) the Existing Hazardous Substances, except to the extent directly caused by such Unit Owner or Unit Occupant's actions.

6.7 **CCR&Es.** Each Unit Owner shall be bound by and comply with the terms of the CCR&Es.

ARTICLE VII
GOVERNANCE

7.1 **Association**. All Unit Owners shall be members of the Association and subject to its Articles of Incorporation and By-Laws, and the Condominium Rules. Except as otherwise expressly provided in this Declaration, the Act, the Articles of Incorporation or the By-Laws, the Association shall be managed and controlled by its Board of Directors (the "**Board**"); provided the Association exists solely for the purposes of satisfying its obligations and duties under this Declaration and the Board shall not cause the Association to take any actions or incur any liabilities that are outside the scope of such obligations or duties. The members of the Board (the "**Board Members**") shall be appointed by the Unit Owners in accordance with the terms of the By-Laws. Unless otherwise expressly provided in this Declaration, the Articles of Incorporation, or the By-Laws, the affirmative vote of a majority of the Board Members (or written consent of a majority of the Board Members) shall be required for the Board to take action or approve any matter that is properly within the powers of the Board. The composition of the Board and the provisions governing the appointment, term, removal, resignation, and replacement of the Board Members are set forth in the By-Laws.

7.2 Voting by Members. With respect to decisions and other matters reserved to the Members under this Declaration, the Articles of Incorporation, the By-Laws, or the Act, each Unit Owner shall be entitled to one (1) vote in the Association, which shall be appurtenant to each Unit, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person or entity, the Unit must cast its vote or votes as a whole. No fractional voting will be allowed or considered. As provided in Article II hereof, the purchaser under a land contract or similar document may be considered the Unit Owner; provided, for purposes of being eligible to vote as a member of the Association, the purchaser under a land contract or other similar agreement establishing the required equitable interest in a Unit must have recorded an instrument giving notice of such land contract or similar document in the office of the Register of Deeds for Walworth County, Wisconsin. An option to purchase shall not be deemed to be a land contract or similar document.

ARTICLE VIII
REPAIR AND MAINTENANCE

8.1 Units. Except to the extent otherwise expressly provided in this Declaration or the CCR&Es, each Unit Owner shall be responsible, at such Unit Owner's sole cost and expense, for the maintenance, repair, replacement, landscaping, and cleaning of its Unit in accordance with the terms of this Declaration, the Permitted Encumbrances (including, without limitation, the CCR&Es) and Applicable Laws.

8.2 Common Elements. The Association shall be responsible for performing all maintenance, repairs, replacements, landscaping, and cleaning of the Common Elements required to keep the same in a reasonably good, safe, clean, and attractive condition and in compliance with Applicable Laws.

8.3 Entry by Association. Provided that twenty-four (24) hours prior notice is given, duly authorized officials or agents of the Association may enter any Unit, at reasonable times and under reasonable conditions, when, in the opinion of the Association, entry is necessary in connection with any maintenance or repair of Common Elements and for any other matter that is the Association's responsibility under this Declaration or the CCR&Es; provided, (i) the entry shall be made with as little inconvenience to the Unit Owner, its Unit Occupants and their respect Permittees as possible under the circumstances, (ii) the entry shall be made during normal business hours, if possible, (iii) the entry shall be made in a manner that complies with Applicable Laws, (iv) the Association or its officials or agents shall not enter into any patient rooms, patient treatment rooms or residential apartments without the prior approval of the Unit Owner of the Unit where the same are located, except in cases of emergency. Any damage caused to a Unit by any entry by the Association or its officials or agents shall be repaired by the Association and shall be a Common Element Cost, unless the same is covered by the insurance maintained by the Association. Notwithstanding the foregoing, in the event of an emergency, the twenty-four (24) hour prior notice requirement shall not apply, provided, the Association shall endeavor to give prior notice to any affected Unit Owners or Unit Occupants before entering its unit.

8.4 General Requirements. All work done in connection with any repairs, maintenance, alterations, additions, changes or improvements to a Unit or the Common Elements, including, without limitation, landscaping, shall be completed in a good and workmanlike manner, in accordance with this Declaration, the CCR&Es and all Applicable Laws, and in a manner that does not result in any mechanic's, materialmen's or other liens attaching to or otherwise being imposed upon any other Unit or the Common Elements. Any Unit Owner who makes any repairs, maintenance, alterations, additions, changes or improvements to a Unit shall: (i) indemnify, defend and hold harmless the other Unit Owners and the Association from and against all third party claims and resulting liabilities, losses, demands, actions, suits, damages and injuries (including, but not limited to, reasonable attorneys', consultants' and experts' fees and costs) caused by such repairs, maintenance, alterations, additions, changes or improvements, except to the extent caused by the acts, negligence or willful misconduct of any other Unit Owner, any other Unit Owner's Unit Occupants, the Association or any of their respective Permittees; and (ii) use reasonable efforts to minimize disruption of the use of the portions of the Condominium outside its Unit caused by such maintenance, repairs, replacements, alterations, additions, changes or improvements. A Unit Owner shall not do any act nor undertake any work that will impair the structural integrity of any Building outside its Unit.

8.5 Association Management. The Association may hire or contract with one of more managers or contractors to assist with the management of the Condominium and perform services that may be required or appropriate under this Declaration or the CCR&Es, the expenses of which shall be regarded as Common Expenses. Unit Owners may also elect to have the Association, through its managers or contractors, perform or provide services on behalf of all electing Unit Owners, with each Unit Owner paying a fairly allocated share of the costs, which share may differ from the Proportionate Share allocation. Repair, maintenance, and management expenses arising from or addressed within the CCR&Es shall, to the extent possible, be allocated on the basis provided in the CCR&Es.

ARTICLE IX
ASSESSMENTS AND COMMON EXPENSES

9.1 Liability of Unit Owners. Each Unit Owner shall be liable for fairly allocated share of Common Expenses (if any). Common Expenses arising from maintenance, repair, replacement, landscaping, and cleaning of Common Element, Association insurance or general Association administrative and management services shall be allocated according to Proportionate Share. Common Expenses arising from the CCR&Es shall be allocated as provided in the CCR&Es. Common Expenses arising from services rendered at the election of Unit Owners shall be fairly allocated according to the services being provided, in the reasonable judgment of the Association. Amounts due shall be paid by the Unit Owner within thirty (30) days after its receipt of a written invoice for the same from the Association. Nothing contained herein shall be deemed to modify any Unit Owner's obligation to pay amounts that it owes under the CCR&Es.

9.2 Administration of CCR&Es. Notwithstanding the fact that the CCR&Es address usage, maintenance, repair, replacement, and cost allocations relating to Units (as opposed to Common Element), the Association may at its discretion, enforce and administer the CCR&Es. The Association may, through agents and property managers, contract for the usage, maintenance, repair, or, if required under the CCR&E, the replacement of Shared Facilities that are located within Units and allocate and collect expenses from the Unit Owners and may at its discretion treat the expenses in the same manner as Common Expenses and assess to Unit Owners. The Association may also manage other matters on behalf of the Unit Owners that are not addressed in the CCR&Es and may at its discretion treat the expenses in the same manner as Common Expenses and assess to Unit Owners.

9.3 Payment and Lien. If any Unit Owner fails to pay any amounts it owes the Association under Section 9.1, 9.2 or the CCR&Es and such Unit Owner does not cure such failure within thirty (30) days after it is notified, in writing, of such failure, then the Association may charge such Unit Owner a late payment penalty equal to Fifty Dollars ($50.00) and such unpaid amounts shall bear interest at the Default Rate until paid in full. In addition, the Association shall have the right and duty to attempt to recover any such unpaid amounts, together with interest thereon as provided above and any costs incurred by the Association to collect such unpaid amounts from the applicable Unit Owner (including, without limitation, reasonable attorneys' fees), in an action brought against such Unit Owner and/or by foreclosure of the lien on such Unit granted by Section 703.165 of the Act; provided, any such lien shall be subordinate to the lien of any senior in priority mortgage, deed of trust, deed to secure debt or other security interest. Subject to any senior mortgage, deed of trust, deed to secure debt or other security interest. The Association shall have power to purchase a Unit at the foreclosure sale resulting from such lien and to acquire, hold, lease, mortgage, convey, vote the votes appurtenant to, or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

9.4 Liability/No Waiver. No Unit Owner may exempt itself or its Unit from liability for its contribution toward the Common Expenses under this Article IX by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of its Unit. Notwithstanding anything to the contrary contained herein, if any Unit Owner transfers all of its right, title and interest in a Unit, such Unit Owner shall cease to have any responsibility for satisfying obligations or liabilities related to such Unit that first arise and relate to periods after the date of such transfer (including, without limitation, any liabilities arising under this Article IX); provided, such Unit Owner shall not be released from and shall remain responsible for satisfying liabilities arising prior to the date of such transfer.

9.5 Suspension of Voting Rights. If a Unit Owner fails to pay its share of Common Expenses under this Article VIII, a "Statement of Condominium Lien," as described in Section 703.165 of the Act, is filed against such Unit, and the amount necessary to release the lien has not been paid at the time of the meeting, the Association may, upon notice to such Unit Owner, suspend the voting rights of such Unit Owner until it pays the delinquent Common Expenses that it owes hereunder.

9.6 Statutory Reserve Account. Pursuant to the authority granted to the Declarant under Section 703.163(3)(c) of the Act, the Declarant hereby elects not to establish a statutory reserve account ("**Statutory Reserve Account**"), as the term "Statutory Reserve Account" is defined in Section 703.163(1)(b) of the Act. The Declarant is hereby authorized to execute and record a Statutory Reserve Account Statement, as required by Section 703.163(11) of the Act. Nothing herein shall prohibit the Declarant or the Association from making a later determination to establish a Statutory Reserve Account pursuant to the procedures set forth in Section 703.163 of the Act.

ARTICLE X
REPAIR AND RECONSTRUCTION OF CONDOMINIUM IN THE EVENT OF CASUALTY OR EMINENT DOMAIN

10.1 Casualty.

(a) In the event any Unit is damaged or destroyed, in whole or in part, by a fire or other casualty, the Unit Owner of such Unit shall be required to comply with the provisions of the

CCR&Es in connection therewith. Each Unit Owner shall have the right to supervise the refurbishment and redecoration its own Unit.

(b) In the event any of the Common Elements are damaged or destroyed, in whole or in part, by a fire or other casualty, the Association shall fully restore the damaged portions of the Common Elements to the condition existing immediately prior to such damage, using new materials that are of substantially similar (or better) quality to the items being restored or replaced and that are of substantially similar appearance to the items being restored or replaced; provided, Association may make changes to the Common Elements as part of such restoration work required to comply with Applicable Laws. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their mortgagees for the purpose of representing, negotiating, and settling any insurance claim under the Association's insurance related to damage to the Condominium's Common Elements. Any proceeds or awards shall be made payable to the Association for the benefit of the Unit Owners and their mortgage holders.

(c) Notwithstanding the provisions of this Section, the decision not to rebuild, repair, restore or sell the Condominium's Common Elements in the event of damage or destruction of all or part of the Condominium shall be made only upon the affirmative vote of one hundred percent (100%) of the Proportionate Share of the Unit owners.

10.2 Eminent Domain.

(a) In the event there is a taking of all or a portion of any Unit under the power of eminent domain, any awards paid on account of such taking shall be equitably divided with any other Unit Owners whose Units are served by such Shared Facilities unless such Shared Facilities are restored or replaced to the extent required under this Section 10.2(a). If there is a taking of any Shared Facilities forming a part of a Unit under power of eminent domain (a "Shared Facilities Taking"), the Unit Owner of such Unit shall restore or replace such Shared Facilities to the extent reasonably possible, whether or not such Unit Owner restores other components of its Unit; provided, (i) such Unit Owner shall not be required to spend more to restore or replace such Shared Facilities than the awards it actually receives on account of such Shared Facilities Taking, and (ii) such Unit Owner may make modifications to such Shared Facilities (including, without limitation, electing not to restore or replace portions thereof) so long as such modifications do not have a material adverse effect on the other Units served by such Shared Facilities. Each Unit Owner shall comply with the provisions of the CCR&Es in connection with a taking of all or a portion of its Unit under power of eminent domain.

(b) In the event there is a taking of all or part of the Common Elements under the power of eminent domain, any awards paid on account of such taking shall be allocated as provided in Section 703.19(3) of the Act, as the same is amended from time to time, except the Association shall be entitled to such awards to the extent necessary to pay the cost its incurs to restore such Common Elements in accordance with this section. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Campus; provided, any costs incurred by the Association to complete such restoration of the Common Elements in excess of the condemnation award paid to the Association on account of such taking must be approved by the Board and shall be part of the Common Expenses payable by the Unit Owners in proportion to their Proportionate Share. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their mortgagees for the purpose of representing, negotiating, and settling any awards to be made to the Association or any Unit Owner on account of a taking of the Common Elements under power of eminent domain. Any such awards shall be made payable to the Association for the benefit of the Unit Owners and their mortgage holders. The distribution of such funds shall be made based upon each Unit's Proportionate Share.

ARTICLE XI
INSURANCE

11.1 **Unit Owner Insurance**. Each Unit Owner shall maintain insurance in accordance with the requirements of the CCR&Es.

11.2 **Association Property Insurance**. The Association shall maintain property insurance covering the Common Elements and any other property owned by the Association (collectively, the "**Association Property**"), written on a Causes of Loss - "Special Form" basis or its equivalent and containing a laws and ordinances endorsement, in an amount not less than one hundred percent (100%) of the replacement value of the Common Elements and any Association Property, from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. In the event of partial or total destruction of the Common Elements, the proceeds of such property insurance shall be paid to the Association, as trustee to be applied by the Board to the cost of repairing and reconstructing the Common Elements which were damaged. If it is determined not to reconstruct or repair any particular Common Element, then the proceeds shall be distributed to the Unit Owners in accordance with their Proportionate Shares. To the extent reasonably possible, such property insurance shall provide that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Unit Occupants, the Association, the Board and their respective Permittees.

11.3 **Association Liability Insurance**. The Association shall maintain commercial general liability insurance, written on an occurrence basis, covering personal injury, death and property damage occasioned by or arising out of the condition, use or occupancy of the Common Elements and containing contractual liability coverage, with liability limits of not less than Two Million and No/100 Dollars ($2,000,000.00) per occurrence for personal injury and death and One Million and No/100 Dollars ($1,000,000.00) per occurrence for property damage; provided the Association may increase the limits of such liability insurance, from time to time, to such amount as is then commercially reasonable, as determined by the Board. The Association may also obtain worker's compensation insurance and directors and officers errors and omissions and liability insurance (if available at commercially reasonable rates) in such amounts as are determined by the Board to be necessary from time to time.

11.4 **Fidelity Bonds**. If the anticipated Common Expenses during any year or the Association's annual budget exceeds One Hundred Thousand and No/100 Dollars ($100,000.00), the Association shall provide a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association. In no event shall the face value of the bond be for an amount less than the sum of the budgeted Common Expenses for the current calendar year, plus any reserve funds held by the Association. The bond shall include a provision that calls for ten (10) days' written notice to the Association and the Unit Owners before the bond can be canceled or substantially modified. Any third party that handles funds for the Association shall carry a fidelity bond with the same coverage as stated above.

11.5 Waiver. Notwithstanding anything to the contrary contained herein, the Association, the Unit Owners and the Unit Occupants waive all claims and rights of recovery that it may have against each other and their respective Permittees for loss and damage that are covered by its insurance or that would have been covered had it maintained the insurance required under this Declaration, the CCR&Es. The Association shall cause its insurers to waive all subrogation rights against the Unit Owners, the Unit Occupants and their respective Permittees, and the Unit Owners and Unit Occupants shall cause their insurers to waive all subrogation rights against the other Unit Owner and Unit Occupants, the Association, and their respective Permittees. For the purposes hereof, a Person shall be deemed to be insured against losses and damages that are within the deductible of any of its insurance policies. The provisions of this section shall apply to claims regardless of their cause or origin, including, without limitation, claims arising due to negligence.

ARTICLE XII
NOTICES AND AGENT FOR SERVICE OF PROCESS

The initial resident agent for service of process is Troy A. Mayne, with an address of 2 E. Mifflin Street, Suite 600, Madison, WI 53703, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions. Such agent (at the Association's cost and expense) shall provide copies of all correspondence as soon as practicable to the Board and/or the Unit Owners as applicable.

ARTICLE XIII
AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended with the written consent of two-thirds (2/3) of the Unit Owners; provided, however, no such amendment may substantially impair the security of any Mortgage or the rights of the Mortgagee thereunder. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Walworth County Register of Deeds Office, as required by the Act.

ARTICLE XIV
REMEDIES

Subject to the other terms hereof, if a Unit Owner fails to comply with this Declaration, the CCR&Es, the By-Laws, the Articles of Incorporation or any of the Condominium Rules (a "**Defaulting Unit Owner**") and does not cure such failure within a reasonable time after it is notified of the same, in writing, by the Association or another Unit Owner, then such Defaulting Unit Owner may be sued for damages and/or any other remedies available at law or in equity, including, but not limited to, injunctive relief or specific performance, by the Association or by another Unit Owner. If the Association fails to comply with this Declaration, the CCR&Es, the By-Laws, the Articles of Incorporation, or any Condominium Rules and does not cure such failure within a reasonable time after it is notified of the same, in writing, the Association may be sued for damages and/or any other remedies available at law or in equity, including, but not limited to, injunctive relief or specific performance, by any Unit Owner. Notwithstanding anything to the contrary, in no event shall the Association or any Unit Owner be liable for consequential, punitive, or exemplary damages or lost profits as a result of its default under this Declaration, the By-Laws, the Articles of Incorporation or the Condominium Rules.

ARTICLE XV
GENERAL

15.1 **No Right of Partition**. No Unit Owner or other Person (including, without limitation, the Association) may bring any action for partition or division of any portion of the Condominium Property.

15.2 **Utilities**. Each Unit Owner shall pay its water, gas, electrical, and other utility services which are separately metered or billed to each Unit Owner by the respective utility company provider. Each Unit Owner shall pay or reimburse utility bill or usage charges as provided in the CCR&Es, whether administered privately among Unit Owners or by the Association in a manner similar to and treated as part of Common Expenses. Utilities that serve any Common Elements, whether or not separately metered or billed, shall be treated as part of the Common Expenses.

15.3 **Mortgagee Protection**. No Mortgagee shall be bound by the terms of this Declaration, the CCR&Es, the Articles of Incorporation, or the By-Laws, unless and until its Mortgage is foreclosed or title to the Units encumbered by its Mortgage is transferred to such Mortgagee.

15.4 **Invalidity of a Provision**. If any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, or any Condominium Rules shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

15.5 **Conflict in Condominium Documents**. In the event of a conflict between the provisions of this Declaration and the Act, the Act shall prevail. In the event a conflict exists among any provision of this Declaration, the CCR&Es, the Articles of Incorporation, the By-Laws, or any Condominium Rules, or between or among any of them, this Declaration shall be considered the controlling document.

15.6 **Governing Law**. This Declaration shall be governed by and construed in accordance with the laws of the State of Wisconsin.

15.7 **Waiver of Jury Trial**. THE ASSOCIATION, THE UNIT OWNERS AND THE UNIT OCCUPANTS EACH EXPRESSLY WAIVES ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM ARISING UNDER OR RELATED TO THIS DECLARATION, WHETHER NOW EXISTING OR HEREAFTER ARISING. A PARTY MAY FILE AN ORIGINAL OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE FOREGOING WAIVER.

15.8 **Attorneys' Fees**. In the event any lawsuit is commenced related to this Declaration, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs (including, without limitation, expert witness fees) from the non-prevailing parties in such lawsuit. As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought. If the party which commenced or instituted the lawsuit shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

15.9 **Successors & Assigns**. This Declaration shall be binding on and inure to the benefit of Declarant and its successors and assigns, and any references to Declarant shall be deemed to mean and include its respective successors and assigns as though they had been original parties to this Declaration. Notwithstanding anything to the contrary contained herein, if a Unit Owner transfers all of its right, title and interest in a Unit (a "**Transferred Unit**") to another Person, such Unit Owner shall cease to have any responsibility for satisfying obligations or liabilities related to such Unit first arising with respect to the Transferred Unit that first arise and relate to periods after the date of such transfer. A Mortgagee shall not be bound by the terms of this Declaration unless and until its Mortgage is foreclosed or title to the Unit encumbered by its Mortgage is otherwise transferred to such Mortgagee.

15.10 No Waiver. No waiver of any provision of this Declaration shall be deemed to have been made unless expressed in writing and signed by the party charged with making the waiver. No delay or omission in the exercise of any right or remedy accruing upon any breach of this Declaration shall impair such right or remedy or be construed as a waiver of such breach, and the waiver of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Condominium of Sherwood Williams Bay Condominium to be executed as of the date set forth above.

[SIGNATURE APPEARS ON NEXT PAGE]

[SIGNATURE PAGE TO DECLARATION OF CONDOMINIUM FOR SHERWOOD WILLIAMS BAY CONDOMINIUM]

NSH 146 Clover Street LLC
a Wisconsin limited liability company

By:_______________________________________
____________________, Member

STATE OF _____________)
) ss.
_________ COUNTY)

Personally came before me this ___ day of December, 2022, the above-named [________________________], in his/her capacity as ____________ of NSH 146 Clover Street LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

____

Notary Public, ____________County, ________.
My Commission__________________________

Drafted By:
Troy A. Mayne, Esq.
DeWitt LLP
2 E Mifflin Street
Suite 600
Madison, WI 53703

CONSENT OF MORTGAGEE

Pursuant to Wisconsin Statutes Section 703.09(1c), Midcap [INSERT PROPER NAME], as holder of a mortgage on the Property, does hereby consent and agree to submit this property to the condominium form of ownership as provided in Chapter 703.

Midcap [INSERT PROPER NAME]

By:________________________________

Name:______________________________
Title:_______________________________

STATE OF __________)
) ss.
__________ COUNTY)

Personally came before me this ___ day of ______________, 2022, the above-named [________________________], in his/her capacity as ____________ of Midcap [INSERT PROPER NAME], to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

____
Notary Public, ____________County, ___________.
My Commission_____________________________

Condominium Declaration

Schedule 1

Legal Description of Property Subjected to Condominium

Schedule 2

Permitted Encumbrances

1. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Certified Survey Map No. 4321 recorded on September 08, 2010 in Volume 28, Page 20 as Document No. 797134 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.

2. Right-of-way as set forth in Deed recorded on May 13, 1985 in Volume 343, Page 391 as Document No. 114786.

3. Right-of-way as set forth in Warranty Deed recorded on December 03, 1987 in Volume 417, Page 850 as Document No. 156114.

4. Right-of-way as set forth in Warranty Deed recorded on October 01, 1997 in Volume 649, Page 8668 as Document No. 364763.

5. Right-of-way as set forth in Quit Claim Deed recorded on December 27, 2000 in Volume 675, Page 7518 as Document No. 458690.

6. Right-of-way as set forth in Quit Claim Deed recorded on December 27, 2000 in Volume 675, Page 7520 as Document No. 458691.

7. Right-of-way as set forth in Warranty Deed recorded on February 27, 2004 as Document No. 594684.

8. Nonexclusive Installation and Service Agreement upon the terms, conditions and provisions contained therein:
   Dated: March 26, 2010
   Parties: Charter Cable Partners, LLC and Williams Bay Real Estate LLC dba Sherwood Lodge LLC
   Recorded: April 29, 2010
   Instrument No.: 787704

9. Nonexclusive Installation and Service Agreement upon the terms, conditions and provisions contained therein:
   Dated: November 01, 2016
   Parties: Charter Cable Partners, LLC and Williams Bay Care Center, LLC dba Atrium Post Acute Care of Williams Bay
   Recorded: December 27, 2016
   Instrument No.: 938728

10. Nonexclusive Installation and Service Agreement upon the terms, conditions and provisions contained therein:
    Dated: September 01, 2016

Parties:	Charter Cable Partners, LLC and Sherwood Lodge, LLC dba Atrium Senior Living of Williams Bay at Sherwood Lodge
Recorded:	January 24, 2017
Instrument No.:	940311

11. Mortgage dated December 27, 2014 and recorded January 05, 2015 as Document No. 897492, made by Williams Bay Real Estate LLC, a Wisconsin limited liability company, to MidCap Funding VII, LLC, a Delaware limited liability company, its successors and assigns, to secure an indebtedness in the amount of $50,000,000.00, and the terms and conditions thereof.

    The above identified Mortgage was assigned from MidCap Funding VII Trust (formerly known as MidCap Funding VII, LLC), a Delaware statutory trust to MidCap Funding XLII Trust, a Delaware statutory trust, its successors and assigns, filed for record January 10, 2019 as Document No. 981142.

    Modification and/or amendment by instrument: Amendment, Ratification and Confirmation of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing Recording Information: December 06, 2019 as Document No. 1000123.

    Further assigned to MidCap Financial Trust, a Delaware statutory trust, its successors and assigns, for the benefit of MidCap Funding XXXVIII Trust by assignment recorded March 26, 2021 as document number 1033274.

    Further assigned to CIBC Bank USA, an Illinois banking corporation by assignment recorded March 29, 2021 as document number 1033445.

12. Assignment of Rents made by Williams Bay Real Estate LLC, a Wisconsin limited liability company to MidCap Funding VII, LLC, a Delaware limited liability company recorded January 05, 2015 as document no. 897493.

    The above identified Assignment of Rents was assigned from MidCap Funding VII Trust (formerly known as MidCap Funding VII, LLC), a Delaware statutory trust to MidCap Funding XLII Trust, a Delaware statutory trust, its successors and assigns, filed for record January 10, 2019 as Document No. 981143.

    Modification and/or amendment by instrument: Amendment, Ratification and Confirmation of Assignment of Leases and Rents
    Recording Information: December 06, 2019 as Document No. 1000124.

    Further assigned to MidCap Financial Trust, a Delaware statutory trust, its successors and assigns, for the benefit of MidCap Funding XXXVIII Trust by assignment recorded March 26, 2021 as document number 1033275.

13. A financing statement recorded December 02, 2019 as Document No. 999543 of Official Records.

Debtor:	NSH 146 Clover Street LLC
Secured party:	MidCap Funding XLII Trust, as Agent

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According to the public records, the security interest of the secured party was assigned to MidCap Financial Trust, as Agent by document recorded March 24, 2021 as Document No. 1033082 of Official Records.

14. A financing statement recorded January 13, 2020 as Document No. 1002199 of Official Records.
    Debtor: NSH 146 Clover Street LLC
    Secured party: MidCap Funding IV Trust, as Agent

15. Mortgage dated January 06, 2020 and recorded January 13, 2020 as Document No. 1002270, made by NSH 146 Clover Street LLC, a Wisconsin limited liability company, to MidCap Funding IV Trust, a Delaware statutory trust, its successors and assigns, to secure an indebtedness in the amount of $7,000,000.00, and the terms and conditions thereof.

16. Rights of tenants in possession under unrecorded leases.

Schedule 3

Initial Bylaws of Sherwood Williams Bay Unit Owners Condominium Association, Inc.

Are attached.

BYLAWS

OF

SHERWOOD WILLIAMS BAY CONDOMINIUM

UNIT OWNERS ASSOCIATION, INC.

(a Wisconsin nonstock corporation)

TABLE OF CONTENTS

BYLAWS
OF
SHERWOOD WILLIAMS BAY CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.
(a Wisconsin nonstock corporation)

ARTICLE I. OFFICES

1.1 Principal and Business Offices. The principal office of Sherwood Williams Bay Condominium Unit Owners Association, Inc. (the "Association") shall be located at 146 Clover Street, Williams Bay, WI 53191. Such address shall be the Association's mailing address and is subject to change to another location within Walworth County, Wisconsin as the Board of Directors may designate.

1.2 Registered Office. The registered office of the Association required by the Wisconsin Statutes to be maintained in the State of Wisconsin may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Board of Directors. The business office of the registered agent of the Association shall be identical to such registered office. The initial registered agent shall be Troy A. Mayne. The initial registered office shall be 2 E. Mifflin Street, Suite 600, Madison, WI 53703.

ARTICLE II. MISCELLANEOUS

2.1 Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Sherwood Williams Bay Condominium, a condominium located in Walworth County, Wisconsin (the "Declaration").

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

2.3 Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles of Incorporation, the Condominium Ownership Act and Chapter 181 of the Wisconsin Statutes. In the case of any conflict Chapter 181 of the Wisconsin Statutes shall control. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

ARTICLE III. MEMBERS

3.1 Membership. The members of the Association shall be the Unit Owners. The membership of the Association shall include land contract vendees but shall not include land contract vendors. Persons holding an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) shall not be members of the Association.

3.2 Commencement and Termination. Membership shall commence upon acquisition by a Unit Owner of an ownership interest in a Unit of the Condominium. Membership shall terminate upon such Unit Owner's conveyance of the ownership interest. If a Unit Owner dies and such Unit Owner's ownership interest passes to the Unit Owner's personal representative or to a Trustee, the personal representative or Trustee receiving such interest shall become a member of the Association.

3.3 Withdrawal or Expulsion. A Unit Owner may not voluntarily withdraw or be expelled from membership in the Association.

3.4 Membership Certificates. Membership certificates shall not be issued by the Association.

3.5 Membership List. The Association shall maintain a current membership list which shall contain the following information: (i) the name and address of each Unit Owner, (ii) the Mortgagee of each Unit, if any, and (iii) in the case of multiple owners of a Unit, the person, if any, designated to vote on behalf of such Unit under Section 7.1 of the Declaration.

3.6 Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon transfer of the Unit. Any Unit Owner causing a transfer of a Unit shall, as soon as possible thereafter, provide the Association with written notice of the transfer. The notice shall identify the Unit so transferred and shall state the following (i) the name and address of the new owner, (ii) the date of transfer, (iii) the name of the person designated to vote on behalf of the Unit, if any, (iv) in the case of multiple owners, the percentage of ownership for each owner, and (v) the mortgagee of the Unit, if any. The Association shall, upon receipt of the foregoing information, make appropriate changes to the membership list. 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 has been furnished to the secretary of the Association.

3.7 Effect of Condominium Lien. A Unit Owner shall not be entitled to vote on any matter submitted to a vote of the Unit Owners if a statement of condominium lien on the Unit has been recorded by the Association and the amount necessary to release the lien has not been paid by the Unit Owner prior to the vote.

3.8 Annual Meeting. The first annual meeting of the Unit Owners shall be held on the third Monday of January 2024. The meeting shall be at a time determined by the Board of Directors and shall be for the purpose of electing directors and for the transaction of such other business as may come before the meeting. Thereafter, annual meetings of the Unit Owners shall be held on the third Monday of January of each succeeding year. Such meetings shall be for the purpose of electing directors and for the transaction of such other business as may come before the meetings.

3.9 Special Meetings of Unit Owners. Special meetings of the Unit Owners may be called at any time by the President of the Association and shall be called by the President or Secretary upon receipt of a written request for a meeting by Unit Owners holding at least one-third (1/3) of the votes entitled to be cast at such meeting. The business to be transacted at a special meeting of the Unit Owners shall be limited to the objects stated in the notice of such meeting.

3.10 Notice; Waiver. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be communicated or sent not less than 10 nor more than 50 days before the date of the meeting, unless a different time is provided in Chapter 181 of the Wisconsin Statutes, the Articles of Incorporation or these Bylaws. The notice shall be delivered either personally or by mail, by or at the direction of the President or the Secretary to each Unit Owner. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the Unit Owner at the Unit Owner's address as it appears on the records of the Association, with postage thereon prepaid. Whenever any notice is required to be given to a Unit Owner under the Articles of Incorporation, these Bylaws or any provision of law, a waiver thereof, in writing, signed at any time, whether before or after the time of meeting, by the Unit Owner entitled to such notice, shall be deemed equivalent to the giving of such notice. Such waiver shall contain the same information as would have been required in such notice, except that the time and place of the meeting need not be stated. The attendance of a Unit Owner at a meeting shall constitute a waiver of notice of such meeting, except where a Unit Owner attends a meeting solely to object to the holding thereof because the meeting has not been lawfully called or convened.

3.11 Quorum; Voting Rights. Unit Owners holding two-thirds (2/3) of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of Unit Owners. Each Unit shall have one vote on any matter submitted to a vote of the Unit Owners.

3.12 Manner of Acting. The act of two-thirds (2/3) of the votes entitled to be cast by Unit Owners present in person or represented by proxy at a meeting at which a quorum is present shall be the act of the Unit Owners, unless a greater proportion is required by the Articles of Incorporation, Chapter 181 or Chapter 703 of the Wisconsin Statutes, or these Bylaws.

3.13 Conduct of Meetings. The President or, in his or her absence, any Unit Owner chosen by a majority of the Unit Owners present, shall call meetings of the Unit Owners to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any Unit Owner to act as Secretary of the meeting. The Secretary of the meeting shall be responsible for, among other things, counting the votes cast by Unit Owners on matters voted upon.

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

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

3.15 Presumption of Assent. A Unit Owner who is present at a meeting of the Unit Owners at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof and shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Unit Owner who voted in favor of such action.

3.16 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation, these Bylaws, or any provision of law to be taken by the Unit Owners at a meeting may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the Unit Owners.

ARTICLE IV. BOARD OF DIRECTORS

4.1 Powers and Duties. Except for those powers and duties specifically given to or required of the Unit Owners, all of the powers and duties of the Association under the Declaration, the Articles of Incorporation, these Bylaws, the Condominium Ownership Act and Chapter 181 of the Wisconsin Statutes shall be delegated to and exercised by the Board of Directors. The powers and duties of the Board of Directors shall include, without limitation, the power or duty to:

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

(b) Manage, enforce, and administer, for the convenience of the Unit Owners, such cost allocations and reimbursements between and among Unit Owners as may be necessary or convenient in accordance with that certain Declaration of Covenants, Conditions, Restrictions and Easements for Sherwood Williams Bay Condominium (“CCR&Es”), which may include treating CCR&E cost allocations and reimbursements as General or Special Assessments and to perform such other services or functions as are provided in the CCR&Es.

(c) Levy and collect General Assessments and Special Assessments against Unit Owners and disburse funds in payment of the Association's expenses.

(d) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements.

(e) Grant easements through or over the Common Elements.

(f) Hire and supervise any manager, managing agent, agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate.

(g) Sue on behalf of all Unit Owners.

(h) Make contracts and incur liabilities.

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

(j) Sell, convey, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any interest in real or personal property; provided the Board of Directors shall not by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements without prior written approval of all of the Unit Owners other than the Declarant.

(k) Receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements.

(l) Adopt and amend rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having two-thirds (2/3) or more of the votes of the Association. Rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board of Directors.

(m) Insure the Condominium Common Elements, if any, against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable.

(n) Keep all of the books and records and prepare accurate reports of all transactions of the Association.

(o) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate.

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

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

4.2 Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the Board to perform such duties and services as the Board shall have authorized including, without limitation, the duties enumerated in Section 4.1.

4.3 Number and Membership in Association. The initial Board of Directors shall be composed of three (3) directors selected by Declarant. No more than one director at any given time may be a person who is not a Unit Owner; provided, however, that any person named by the Declarant or a Unit Owner to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only. At no time shall the number of directors be less than three (3).

4.4 Term of Office. The initial board of directors shall serve until the Declarant has conveyed one or more Units of the Condominium to one or more purchasers. Thereafter, each Unit Owner shall appoint one director for each Unit that it owns, and each of the Unit Owners shall agree upon a third director. Upon the conveyance of a Unit by Declarant, the purchaser of a conveyed Unit shall appoint a director, with the Declarant determining which of its appointed directors the appointed director should replace. Each of the three directors shall thereafter be appointed at an annual meeting and shall serve for staggered terms of three (3) years, with the director appointed at the time of the conveyance of a Unit by Declarant serving a full three (3) year term and the other two directors serving one or two year staggered terms as determined by the Declarant. A director shall be appointed until his or her prior death, resignation or removal.

4.5 Election of Directors. No less than three (3) days prior to an annual meeting for which a Director's term expires, the Unit Owner that appointed the Director with the expiring term shall submit the same or different name as a Director appointee, in its discretion. If the expiring term is for a Director who was agreed upon and appointed by both Unit Owners, then both Unit Owners shall agree upon and submit the same or different name as a Director appointee, in their discretion.

4.6 Vacancy and Replacement. Any vacancy occurring on the Board of Directors by reason of death, resignation, disqualification, or removal from office shall be filled until the next election of directors by appointment of the Unit Owner(s) that appointed the vacating Director.

4.7 Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners and the Unit Owner(s) that appointed the removed Director shall appoint a different person as Director.

4.8 Compensation. A director shall not receive any compensation for his or her services as director of the Association other than reimbursement for out-of-pocket expenses incurred in the performance of such director's duties.

4.9 Annual Meeting. The annual meeting of the Board of Directors shall be held annually on the first Monday of January at the time and place designated in the notice of such meeting. Thereafter, annual meetings of the board of directors shall be held, without other notice than this bylaw, following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to adjourn the meeting. The purpose of each annual meeting shall be to elect officers and to transact such other business as may come before the meeting.

4.10 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings without other notice than such resolution.

4.11 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President and shall be called by the President or Secretary at the request of any two directors. The business to be transacted at a special meeting shall be limited to the subjects stated in the notice of such meeting.

4.12 Notice; Waiver. Notice of annual and special meetings of the Board of Directors shall be given by telephone or by written notice delivered personally or by mail or email to each director at his/her business address or at such other address as the director shall have designated in a writing filed with the Secretary. Notice in the case of telephone, personal delivery or email shall be given not less than forty-eight (48) hours prior to the time of the meeting. If mailed, such notice shall be delivered at least ninety-six (96) hours prior to the meeting and shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any director of the Association under the Articles of Incorporation, these Bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends the meeting solely to object to the holding thereof because the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. No notice need be given for a regular meeting when the time and place of such regular meeting has been fixed by a duly adopted resolution of the Board of Directors.

4.13 Quorum. Except as otherwise provided by law, by the Articles of Incorporation or these Bylaws, a majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of directors present (though less than a quorum) may adjourn the meeting from time to time without further notice.

4.14 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation or these Bylaws.

4.15 Conduct of Meeting. The President and, in the President's absence, any director chosen by the directors present shall call meetings of the Board of Directors to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any director or other person to act as Secretary of the meeting.

4.16 Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof and shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4.17 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the directors then in office.

4.18 Telephonic Meetings. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting may be taken through the use of any means of communication by which (a) all participating directors may simultaneously hear each other during the meeting, or (b) all communication during the meeting is immediately transmitted to each participating director and each participating director is able to immediately send messages to all other participating directors.

4.19 Committees. The Board of Directors, by resolution adopted by a majority of the number of directors fixed pursuant to these bylaws, may establish such committees as it deems necessary or desirable to enable the Corporation to carry out its business. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of its activities as the Board may request.

ARTICLE V. OFFICERS

5.1 Number and Qualifications. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer (the "Principal Officers") and such other officers as determined by the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary, or President and Vice President.

5.2 Election and Term of Office. The initial officers of the Association shall be elected by a majority vote of the Board of Directors contemporaneously with the adoption of these Bylaws; or as soon thereafter as practicable. Successor officers shall be elected by a majority vote of the Board of Directors at each annual meeting of the Board. Officers shall hold office for a period of one (1) year and until their successors are duly elected and qualified or until their prior death, resignation or removal. An officer may serve consecutive terms in the same office.

5.3 Resignation or Removal. Any officer may resign at any time by filing a written resignation with the Secretary of the Association. Officers may be removed by the Board of Directors whenever in the Board's judgment the best interests of the Association will be served thereby.

5.4 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by the Board of Directors for the unexpired portion of the term.

5.5 President. The President shall be the chief executive officer of the Association and shall perform all business and duties customarily pertaining to the office of President and such other duties as he or she may be directed to perform by the Board of Directors. The President shall sign and/or countersign all bank checks or orders (or delegate the signing of such documents to subordinates under his or her direction and control), and shall execute, in the name of the Association, other significant documents and papers concerning the business of the Association.

5.6 Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, or in the event for any reason it shall be impracticable for him or her to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors. The execution of any instrument of the Association by the Vice President shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the President.

5.7 Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors in books provided for that purpose, and shall keep the Bylaws, and such other books and papers as the Board of Directors may direct. The Secretary shall attend to the giving and serving of notices of all meetings of the Board of Directors and otherwise. When required, the Secretary shall execute with the President, in the name of the Association, all contracts and instruments which have been first approved by the Board of Directors. The Secretary shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Secretary and as directed by the President or the Board of Directors.

5.8 Treasurer. The Treasurer shall receive and deposit all funds of the Association in the depository institution or institutions selected by the Board of Directors, which funds shall be withdrawn only by checks or orders executed in the name of the Association by the Treasurer and President (or subordinates under their direction and control). The Treasurer shall also account for all receipts, disbursements and balance on hand and report regarding the same when and as requested by the President or Board of Directors. The Treasurer shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Treasurer and as directed by the President or the Board of Directors.

5.9 Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as assistant to any officer, or as agent for the Association in his or her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the Board of Directors shall have the power to perform all the duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

5.10 Salaries. No salaries shall be paid to any of the Principal Officers.

ARTICLE VI. INDEMNIFICATION

6.1 Indemnification for Successful Defense. Within 20 days after receipt of a written request pursuant to Section 6.3, the Association shall indemnify a director or officer, to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because he or she is a director or officer of the Association.

6.2 Other Indemnification.

(a) In cases not included under Section 6.1, the Association shall indemnify a director or officer against all liabilities and expenses incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the Association, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owes to the Association and the breach or failure to perform constitutes any of the following:

(1) A willful failure to deal fairly with the Association in connection with a matter in which the director or officer has a material conflict of interest.

(2) A violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or conduct was unlawful.

(3) A transaction from which the director or officer derived an improper personal profit.

(4) Willful misconduct.

(b) Determination of whether indemnification is required under this Section shall be made pursuant to Section 6.5.

(c) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this Section.

6.3 Written Request. A director or officer who seeks indemnification under Section 6.1 or 6.2 shall make a written request to the Association.

6.4 Nonduplication. The Association shall not indemnify a director or officer under Sections 6.1 or 6.2 if the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceedings. However, the director or officer shall have no duty to look to any other person for indemnification.

6.5 Determination of Right to Indemnification.

(a) Unless otherwise provided by the Articles of Incorporation or by written agreement between the director or officer and the Association, any director or officer seeking indemnification under Section 6.2 shall select one of the following means for determining his or her right to indemnification:

(1) By a majority vote of a quorum of the Board of Directors consisting of directors who are not at the time parties to the same or related proceedings. If a quorum of disinterested directors cannot be obtained, by majority vote of a committee duly appointed by the Board of Directors and consisting solely of two or more directors who are not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of members of the committee.

(2) By independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in sub. (1) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings.

(3) By a panel of three arbitrators consisting of one arbitrator selected by those directors entitled under sub. (2) to select independent legal counsel, one arbitrator selected by the director or officer seeking indemnification and one arbitrator selected by the two arbitrators previously selected.

(4) By an affirmative vote of the members at a meeting of the members in which a quorum is present.

(5) By a court under Section 6.8.

(6) By any other method provided for in any additional right to indemnification permitted under Section 6.7.

(b) In any determination under sub. (a), the burden of proof shall be on the Association to prove by clear and convincing evidence that indemnification under Section 6.2 should not be allowed.

(c) A written determination as to a director's or officer's right to indemnification under Section 6.2 shall be submitted to both the Association and the director or officer within 60 days of the selection made under sub. (a).

(d) If it is determined that indemnification is required under Section 6.2, the Association shall pay all liabilities and expenses not prohibited by Section 6.4 within 10 days after receipt of the written determination under sub. (c). The Association shall also pay all expenses incurred by the director or officer in the determination process under sub. (a).

6.6 Expenses as Incurred. Within 10 days after receipt of a written request by a director or officer who is a party to a proceeding, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following:

(a) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association.

(b) A written undertaking executed personally or on his or her behalf, to repay the allowance to the extent that it is ultimately determined under Section 6.5 that indemnification under Section 6.2 is not required and that indemnification is not ordered by a court The undertaking under this subsection shall be an unlimited, general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

6.7 Nonexclusivity.

(a) Except as provided in sub. (b), Sections 6.1, 6.2 and 6.6 do not preclude any additional right to indemnification or allowance of expenses that a director or officer may have under any of the following:

(1) The Articles of Incorporation;

(2) A written agreement between the director or officer and the Association;

(3) A resolution of the Board of Directors; and

(4) A resolution of the members of the Association.

(b) Regardless of the existence of an additional right under (a), the Association shall not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 6.2(a)(1), (2), (3) or (4). A director or officer who is a party to the same or related proceedings for which indemnification or an allowance of expenses is sought may not participate in a determination under this subsection.

(c) Sections 6.1 to 6.11 do not affect the Association's power to pay or reimburse expenses incurred by a director or officer in any of the following circumstances:

(1) As a witness in a proceeding to which he or she is not a party.

(2) As a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, director or officer of the Association.

6.8 Court-Ordered Indemnification. Except as provided otherwise by written agreement between the director or officer and the Association, a director or officer who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Application may be made for an initial determination by the court under Section 6.5(a)(5) or for review by the court of an adverse determination under Section 6.5(a)(1), (2), (3), (4), or (6).

6.9 Indemnification of Employees or Agents. The Association may indemnify and allow reasonable expenses of an employee or agent who is not a director or officer to the extent provided by the Articles of Incorporation or Bylaws by general or specific action of the Board of Directors or by contract.

6.10 Insurance. The Association may purchase and maintain insurance on behalf of an individual who is an employee, agent, director or officer of the Association against liability asserted against or incurred by the individual in his or her capacity as an employee, agent, director or officer, or arising from his or her status as an employee agent, director or officer, regardless of whether the Association is required or authorized to indemnify or allow expenses to the individual against the same liability under Sections 6.1, 6.2, 6.5, 6.7 and 6.9.

6.11 Liberal Construction. In order for the Association to obtain and retain qualified directors and officers, the foregoing provisions shall be liberally administered in order to afford maximum indemnification of directors and officers and, accordingly, the indemnification above provided for shall be granted in all cases unless to do so would clearly contravene applicable law, controlling precedent or public policy.

ARTICLE VII. CONTRACTS AND FINANCIAL MATTERS

7.1 Contracts. The Board of Directors may authorize any officer or officers, agent, or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances. No contract or other transaction between the Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors or officers are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies the contract or transaction, if (1) the fact of such relationship or interest is disclosed or known to the Board of Directors which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (2) the fact of such relationship or interest is disclosed or known to the Unit Owners, which authorize, approve or ratify such contract or transaction; or (3) the contract or transaction is fair and reasonable to the Association. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves, or ratifies such contract or transactions, but such interested directors shall abstain from any vote to authorize, approve or ratify such contract or transaction.

7.2 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Association, and no evidences of such indebtedness shall be issued in its name, unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances. Such resolution shall specifically authorize two officers of the Association to execute any necessary instruments of indebtedness on behalf of the Association.

7.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by any officer of the Association or an agent of the Association duly appointed for the purpose.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

7.5 Audit. The Board of Directors shall cause to be conducted, no less frequently than annually, an audit of the Association's books and records. The Board of Directors shall select the auditors.

7.6 Budget. The Board of Directors shall cause to be prepared for the Board's approval, prior to the start of each fiscal year of the Association, an annual budget for the Association.

ARTICLE VIII. CORPORATE SEAL

The Association shall not have a corporate seal.

ARTICLE IX. AMENDMENTS

9.1 By Unit Owners. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Unit Owners if such amendment or other change in the Bylaws is adopted by affirmative vote of not less than two-thirds (2/3) of the votes of all Unit Owners entitled to vote represented at an annual or special meeting of the Unit Owners at which a quorum is in attendance.

9.2 By Directors. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors if such amendment or other change in the Bylaws is adopted by affirmative vote of two-third (2/3) of the number of directors present at or participating in any meeting at which a quorum is in attendance. Notwithstanding the foregoing, no Bylaw adopted by the Unit Owners shall be amended or repealed by the Board of Directors unless such authority is conferred by the Unit Owners on the Board.

ARTICLE X. BOOKS AND RECORDS

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

10.2 Report of Unit Owner Defaults. The Association shall, within ten (10) days of a request by a prospective Unit Purchaser, report to such person the amount of any due and unpaid assessments against the Unit being purchased.

10.3 Current Roster. Each Unit Owner shall promptly notify the Secretary upon (i) acquisition of an ownership interest in any Unit, (ii) any change in such Unit Owner's name or address, and (iii) any transfer of ownership interest in the Unit. In the event that a Unit Owner mortgages its Unit (or any interest therein), such Unit Owner shall notify the Secretary of the name and mailing address of the Mortgagee. The Unit Owner shall also notify the Secretary upon a release of such mortgage. The Secretary shall maintain all information contemplated by this section in the current roster of the Association.

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

ARTICLE XI. BUDGET, ASSESSMENT, AND ANNUAL REPORT

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

11.2 Budget. The Board of Directors shall adopt a projected annual operating budget for the Association, which budget shall be subject to approval by the Unit Owners. The budget shall be effective for the fiscal year designated by the Board of Directors.

11.3 Levying and Payment of General Assessments. Based on the projected annual operating budget the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective percentage interest set forth in the Declaration in compliance with the Declaration. On or before the last day of December of each year, the Secretary or a manager under the supervision of the Secretary shall mail or deliver a copy of the projected annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments, or such other period as may be determined by the Board of Directors, which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association, manager, or other address determined by the Board of Directors and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

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

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

11.6 Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, Common surpluses and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner.

ARTICLE XII. RULES OF CONSTRUCTION

Should there be any conflict between the terms of the Declaration, the Articles of Incorporation and these Bylaws, the terms of the Declaration shall prevail over the Articles of Incorporation and these Bylaws, and terms of the Articles of Incorporation shall prevail over these Bylaws.

[END]

Schedule 4

Sherwood Williams Bay Condominium Plat

Schedule 5

Schedule of Unit's Proportionate Share or Percentage Interest

Each Unit's Proportionate Share or Percentage Interest shall be one-half (1/2) of the total Share.

Schedule 6

Declaration of Covenants, Conditions, Restrictions and Easements

A copy of the Declaration of Covenants, Conditions, Restrictions and Easements recorded on or about the same date as this Declaration of Condominium is attached.

Declaration of Covenants, Conditions, Restrictions and Easements

Document Number

Name and Return Address

Attorney Troy A. Mayne
DeWitt LLP
2 E. Mifflin Street, Suite 600
Madison, WI 53703

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Agreement") is made and entered into as the ___ day of _______________, 2023 (the "Effective Date"), by NSH 146 Clover Street LLC, a Wisconsin limited liability company ("NSH").

WITNESSETH:

WHEREAS, NSH owns fee simple title to the parcel of improved real property described on **Schedule 1** (the "Campus"); and

WHEREAS, the Campus presently consists of a skilled nursing facility (the "SNF Facility") and an assisted living facility (the "AL Facility"), each of which is located on a portion of the Campus; and

WHEREAS, simultaneous with the execution of this Agreement, NSH is entering into a Declaration of Condominium for Sherwood Williams Bay Condominium (the "Condominium Declaration"), that will separate the SNF Facility and AL Facility into distinct condominium units (the "Units"), including, without limitation, the buildings, structures, fixtures and other improvements located within unit as depicted on the Condominium Plat on **Schedule 2** (the "Plat"); and

WHEREAS, the Condominium Declaration contemplates a condominium owners association (the "Association") that will undertake certain responsibilities in connection with the Condominium Declaration and will also be assigned responsibilities in connection with this Agreement; and

WHEREAS, portions of the Campus within an individual Unit may contain equipment, systems, facilities, structures and improvements that serve the other Unit, including, but not limited to, access drives, sidewalks, parking areas, tunnels, corridors, utility laterals, utility lines, utility control systems, utility meters, heating systems, plumbing systems, telecommunications systems, information technology systems, fire alarm systems, security systems, trash facilities, dumpsters, loading docks, storage areas, generators, recycling facilities, linen rooms and other shared items, the use of which are necessary or convenient for the operation of the other Units; and

WHEREAS, NSH desires to execute and record into this Agreement, which (among other things) grants easements over, under, through and across the equipment, systems, facilities, structures and improvements on the Campus serving the Units and establishes covenants, conditions and restrictions governing the operation, use, maintenance, repair and replacement of the Campus; and

NOW, THEREFORE, for the covenants and benefits contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NSH dedicates and agrees as follows:

1. Defined Terms. In addition to the terms defined in the other provisions of this Agreement, when used herein (with an initial capital letter), each of the following terms shall have the meaning ascribed to it in this section:

"Affiliates" means, with respect to any party (the "Designated Party"), all Persons that, directly or indirectly, control, are controlled by, or are under common control with the Designated Party. As used in the preceding sentence, the terms "control", "controlled by" and "under common control with" mean the possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"AL Unit" or "Unit 2" means Unit 2 as defined in the Condominium Declaration.

"Applicable Laws" means all applicable laws, ordinances, codes, rules, regulations, orders, decrees and requirements of any government or any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

"Architectural Committee" means the Association. However, if the Association elects to do so, an Architectural Committee may be formed consisting of one representative appointed by each of the Units; provided, (i) if any party fails to appoint its representative to such committee within five (5) days after its receipt of a written request from any other party, then the representatives appointed by the other parties shall comprise the committee until such failure is rectified. A party may remove and replace its representative at any time upon written notice to the other parties.

"Association" means Sherwood Williams Bay Condominium Unit Owners Association, Inc.

"Building" means, individually, any building located on the Campus, from time to time. "Buildings" means, collectively, all of the buildings located on the Campus, from time to time. For purposes of this Agreement, each Building may be referred to by its name or alphabetical designation on the Site Plan if such designations exist.

"Condominium Declaration" means the Declaration of Condominium for Sherwood Williams Bay Place Condominium, intended to be executed and recorded simultaneous with this Agreement.

"Default Rate" means an annual interest rate equal to eighteen percent (18%); provided, (i) the Default Rate shall never exceed the maximum rate permitted under Applicable Laws.

"Directional Signs" means directional signs, banners and maps located on the Campus that are designed to help individuals navigate the Campus, including, without limitation, freestanding signs, banners on the light poles, and signs with directional arrows.

"Easements" means the easements created by this Agreement for the benefit of the Units.

"Hazardous Substances" means all hazardous or toxic substances, materials, wastes, pollutants and contaminants that are listed, defined or regulated under Applicable Laws pertaining to health, safety or the environment, including, but not limited to, Medical Waste, polychlorinated biphenyls, asbestos, radon, urea formaldehyde, petroleum products and petroleum derived constituents (e.g., gasoline, diesel fuel, oil and hydrocarbons).

"Major Exterior Alteration" means any material alteration, addition, change or improvement to the exterior of one or more Buildings that is a single project or group of related projects and that costs more than the Major Exterior Alteration Threshold, including, without limitation, any new building or structure constructed on the Campus that costs more than the Major Exterior Alteration Threshold; provided, (i) repairs, maintenance and replacements shall not be considered a Material Exterior Alteration so long as the same utilize materials of substantially similar (or better) quality and the result of the repair, maintenance or replacement is substantially similar appearance to the items being replaced, or (ii) any repainting of a Building shall not be considered a Material Exterior Alteration.

"Major Exterior Alteration Threshold" initially means an amount equal to Twenty-five Thousand Dollars ($25,000.00); provided, on each January 1 after the Effective Date, such amount shall be increased (but not decreased) by three percent (3%) from that of the immediately preceding twelve (12) months.

"Medical Waste" means waste generated from any medical services, procedures, operations and/or treatments, including, without limitation, (i) pathological waste, (ii) blood, (iii) sharps, (iv) wastes from surgery or autopsy, (v) dialysis waste and related contaminated disposable equipment and supplies, (vi) cultures and stocks of infectious agents and associated biological agents, (vii) contaminated equipment, (viii) laboratory waste, and (ix) other biological waste and discarded materials contaminated with or exposed to blood, excretions, secretions or tissue from human beings or animals.

"Party" means NSH and the respective successors and assigns of individual Units, collectively.

"Permitted Maintenance Costs" means amounts paid or payable to unaffiliated third parties for maintenance, repairs and replacements performed in accordance with the terms of this Agreement, including, without limitation, the cost of materials, supplies and labor (including costs incurred by the Association's management company to schedule, organize or oversee parties performing the maintenance, repair or replacement activity), insurance, and the cost of inspections and testing required to comply with Applicable Laws or the terms of this Agreement; provided, Permitted Maintenance Costs shall not include (i) costs of repairing or restoring damage caused by fire, casualty, or a taking by eminent domain (or conveyance in lieu thereof), (ii) overhead and internal administrative costs unrelated to the maintenance, repair and replacement, including, without limitation, the cost of employee compensation and benefits, insurance costs, rent for office space or owned equipment, or office supplies, (iii) depreciation and other non-cash costs, (iv) costs of snow and ice removal; (v) costs of salt, sand and other measures to address snow and ice, (vi) costs of repairs, maintenance or replacements to the roof, foundation or structural elements of any building.

"Permittees" means, with respect to any Person, all officers, directors, employees, agents, contractors, customers, visitors, patients, guests, invitees, licensees, tenants, subtenants, and concessionaires of such Person.

"Person" means any person, partnership, limited partnership, joint venture, corporation, limited liability company, trust, association, joint stock association, joint venture, firm, business trust, land trust, cooperative, foreign association, governmental authority, or other entity.

"Shared Facilities" means any and all equipment, fixtures, facilities, systems, structures and improvements that are located within the boundaries of a Unit, but share uses that are necessary or convenient for the operation of another Unit and are thereby subject to the easements granted under the terms of this Agreement, including, without limitation, all of the items described on **Schedule 3** and all replacements of such equipment, fixtures, facilities, systems, structures and improvements that continue to serve more than one Unit after such replacement.

"Shared IT Facilities" means all equipment, fixtures, transmitters, receivers, controls, conduits, wires, cables, lines, servers, facilities, and systems, providing computer, data or voice transmission or networking and serving more than one of the Units, including those that are described on **Schedule 3**, including, without limitation, all replacements thereof.

"Shared Parking Facilities" means ___________________________________.

"Site Plan" means the Plat and other survey or site plan of the Campus attached as **Schedule 2**.

"SNF Unit" or "Unit 1" means Unit 1 as defined in the Condominium Declaration.

"Unit" means a condominium unit identified on the Plat and intended to be created by means of the Declaration and includes the SNF Unit and Unit 2.

"Utilities" means water, steam, chilled water, sanitary sewer, electric, natural gas, telecommunications, data transfer/internet, television, storm water drainage and other utility services.

2. Duration. The term of this Agreement (the "Term") shall commence on the Effective Date and shall be perpetual. If this Agreement terminates or expires NSH shall, upon written request, enter into a written agreement, in recordable form, acknowledging the expiration or termination hereof.

3. Use.

(a) Use of AL Unit. Subject to the other terms of this Agreement, the Unit 2 may be used only for the following purposes (or any combination thereof): (i) an assisted living facility, a skilled nursing facility, a facility for patients suffering from Alzheimer's disease, dementia and other types of memory problems, a hospice, a nursing home, a facility for patients recovering from medical treatments or procedures, and/or a facility offering post-acute care or palliative care; (ii) a senior living facility, an independent living facility and/or a residential facility primarily serving individuals over the age of fifty-five (55); (iii) residential purposes and activities incidental thereto, including, without limitation, the operation of the residential facility and activities and operations incidental thereto, including without limitation, dining rooms, meeting rooms, tutoring rooms, learning centers, libraries, media centers, indoor and outdoor recreation centers, and a salon; (iv) general multifamily residential purposes without age restriction or activities; (v) a health center, an adult daycare facility or a facility providing outpatient therapy (including, without limitation, physical therapy, occupational therapy, cardiac rehabilitation services, and other injury rehabilitation services); (vi) general office uses; (vii) medical uses; (viii) educational, charitable or religious institutional uses; (ix) activities incidental to any of the foregoing uses, including, without limitation, offices and other support services; (x) any other legal use in compliance with zoning and land use restrictions, however, any use not described in (i) through (ix) above shall require the unanimous consent of all Unit owners. Unit 2 shall not be used in a manner that violates the other terms of this Agreement.

(b) Use of SNF Unit. Subject to the other terms of this Agreement, the SNF Unit may be used only for the following purposes (or any combination thereof): (i) an assisted living facility, a skilled nursing facility, a facility for patients suffering from Alzheimer's disease, dementia and other types of memory problems, a hospice, a nursing home, a facility for patients recovering from medical treatments or procedures, and/or a facility offering post-acute care or palliative care; (ii) a senior living facility, an independent living facility and/or a residential facility primarily serving individuals over the age of fifty-five (55); (iii) residential purposes and activities incidental thereto, including, without limitation, the operation of the residential facility and activities and operations incidental thereto, including without limitation, dining rooms, meeting rooms, tutoring rooms, learning centers, libraries, media centers, indoor and outdoor recreation centers, and a salon; (iv) general multifamily residential purposes without age restriction or activities; (v) a health center, an adult daycare facility or a facility providing outpatient therapy (including, without limitation, physical therapy, occupational therapy, cardiac rehabilitation services, and other injury rehabilitation services); (vi) general office uses; (vii) medical uses; (viii) educational, charitable or religious institutional uses; and (ix) activities incidental to any of the foregoing uses, including, without limitation, offices and other support services; and (x) any other legal use in compliance with zoning and land use restrictions, however, any use not described in (i) through (ix) above shall require the unanimous consent of all Unit owners. The SNF Unit shall not be used in a manner that violates the other terms of this Agreement.

(c) Specific Use Restrictions. Unless expressly approved by NSH, no portion of the SNF Unit or AL Unit shall be used or occupied for any of the purposes or activities described on **Schedule 4** (collectively, the "Prohibited Uses").

(d) No Nuisances or Offensive Activity. The SNF Unit and AL Unit shall not be used in a manner that constitutes a nuisance under Applicable Laws or that involves obnoxious or offensive activity that materially interferes with the peaceful possession and enjoyment of the Campus; provided, the use of each Unit for the purposes permitted under Sections 3(a) and 3(b) in a usual and customary manner, shall not violate the terms of this section. Without limiting the generality of the foregoing, in no event shall any of the following be permitted: (i) any unreasonably loud music or noise effects that are discernible by volume, duration, pounding beat, frequency or shrillness outside of the Building in which the same are being generated; (ii) unusual fire or explosive hazards; (iii) the accumulation of rubbish, trash or garbage, except between regular garbage pickups and then only if properly stored in dumpsters or other suitable containers; and (iv) the discharge of firearms, firecrackers and other fireworks.

(e) Environmental Protection. No Hazardous Substances shall be used, stored, generated, released or discharged on or about the SNF Unit or AL Unit by any Party or its Permittees, except for Hazardous Substances used, stored, generated, released or discharged on the SNF Unit or AL Unit, as applicable, in connection with a use permitted under Section 3, in quantities that are normal and customary for such uses, and in compliance with all Applicable Laws.

4. Architectural Controls & General Maintenance Standards.

(a) Approval of Plans. No Major Exterior Alterations shall be commenced until plans and specifications showing the nature, kind, shape, height, materials, and location of the same ("Plans") shall have been submitted to and approved, in writing, by the Architectural Committee or shall have been deemed approved by the Architectural Committee pursuant to this section. The Architectural Committee shall review any Plans and assess the harmony of the external design, aesthetics and location of the Major Exterior Alterations set forth therein in relation to the surrounding buildings and landscaping on the Campus; provided, the Architectural Committee's approval of any Plans shall not be unreasonably withheld, qualified, or delayed. Approval of any Plans by the Architectural Committee must be unanimous; provided, however, if the Architectural Committee fails to notify the Party who submitted any Plans (the "Submitting Party"), in writing, that it is disapproving or rejecting such Plans within thirty (30) days after such Plans were delivered to the other Parties in accordance with Section 4(b), then such Plans will be deemed to have been approved. At the time the Architectural Committee disapproves or rejects any Plans, the Architectural Committee shall furnish the Submitting Party with a detailed summary of its objections to such Plans together with a list of revisions that would make such Plans acceptable. The representatives on the Architectural Committee shall act in good faith and use reasonable efforts to meet in a timely fashion upon submission of any Plans by a Submitting Party to the other Parties. The representatives on the Architectural Committee shall not be entitled to compensation for services performed pursuant to this section.

(b) Meetings of Architectural Review Committee. If a Submitting Party sends Plans to the other Parties in accordance with Section 4(a), the members of the Architectural Committee shall use their best efforts to schedule a meeting (in person or via videoconference) to review such Plans within fifteen (15) days thereafter. Each of the Parties shall, upon request, notify the other Parties (in writing) of the name and address (including, without limitation, telephone number and email address) of its representative to the Architectural Committee. If the Architectural Committee fails to schedule a meeting to review any Plans within such fifteen (15) day period, then the Submitting Party may schedule such meeting by giving five (5) days advance written notice of the date of such meeting to (i) the other Parties in accordance with Section 20 and (ii) the representatives appointed to the Architectural Committee by the other Parties to the extent the Submitting Party has been provided their names and addresses, in writing.

(c) Maintenance of Units. Except as otherwise expressly provided herein, the owner of each Unit shall be responsible for the performance of all repairs, maintenance and replacements required to keep the exterior of its Unit (including, without limitation, the exterior of all Buildings and all landscaped areas, driveways, sidewalks and parking areas thereon) in good working order and in a reasonably good, clean, attractive and sanitary condition, subject to reasonable wear and tear, damage caused by fire or other casualty, and alterations, additions and improvements undertaken in compliance with this Agreement (including, without limitation, demolition and removal).

5. Access.

(a) AL Unit Access Easement. SNF Unit hereby grants, transfers and conveys unto the owner of AL Unit, for the benefit of the AL Unit a non-exclusive access easement (the "AL Unit Access Easement") on, over, through and across: (i) the entrance and internal circulation driveways and lanes ("Driveways") on the Campus, including, without limitation, any fire drive (the "Fire Drive"); and (ii) the exterior of the Units (i.e., areas outside of Buildings) to the extent reasonably necessary for Unit 2 to perform its obligations under Section 5(d) or Section 6(d) or exercise any of its rights under this Agreement. The owner of the AL Unit and its Permittees shall have the right to use the Driveways on the Campus for purposes of vehicular and pedestrian ingress to and egress from AL Unit. The Driveways and any Fire Drive shall remain open at all times, and the owner of the AL Unit shall not cause or permit any material obstructions thereto, except for temporary obstructions resulting from repairs, maintenance and replacements that are completed in accordance with Section 5(d) below. The Owner of AL Unit shall use reasonable efforts to exercise its rights under this section in a manner that does not materially interfere with the use of the SNF Unit. Subject to Section 16(c), owner of the AL Unit shall be responsible for repairing all material damage to the SNF Unit that it directly causes through the exercise of such rights granted to AL Unit under this Section 5(a), excluding ordinary wear and tear and damage resulting from the negligence or willful misconduct of SNF Unit or any of its Permittees.

(b) SNF Unit Access Easement. AL Unit hereby grants, transfers and conveys unto the owner of SNF Unit, for the benefit of the SNF Unit a non-exclusive access easement (the "SNF Access Easement") on, over, through and across: (i) the entrance and internal circulation driveways and lanes ("Driveways") on the Campus, including, without limitation, any fire drive (the "Fire Drive"); and (ii) the exterior of the Units (i.e., areas outside of Buildings) to the extent reasonably necessary for SNF to perform its obligations under Section 5(d) or Section 6(d) or exercise any of its rights under this Agreement. The owner of the SNF Unit and its Permittees shall have the right to use the Driveways on the Campus for purposes of vehicular and pedestrian ingress to and egress from the SNF Unit. The Driveways and any Fire Drive shall remain open at all times, and the owner of the SNF Unit shall not cause or permit any material obstructions thereto, except for temporary obstructions resulting from repairs, maintenance and replacements that are completed in accordance with Section 5(d) below. The Owner of the SNF Unit shall use reasonable efforts to exercise its rights under this section in a manner that does not materially interfere with the use of AL Unit. Subject to Section 16(c), owner of the SNF Unit shall be responsible for repairing all material damage to AL Unit that it directly causes through the exercise of such rights granted to SNF Unit under this Section 5(a), excluding ordinary wear and tear and damage resulting from the negligence or willful misconduct of AL Unit or any of its Permittees.

(c) Modification.

(i) No Unit owner shall modify, relocate, close, reconfigure, remove, or otherwise alter (excluding maintenance, repairs and replacements) the Driveways or the Fire Drive without the prior written approval of the other Unit owner. In addition, no Unit owner shall modify, relocate, close, reconfigure, remove or otherwise alter (excluding maintenance, repairs and replacements) portions of an Access Easement outside the Driveway and the Fire Drive in a manner that has a material adverse effect on a Facility.

(d) Maintenance & Repair.

(i) Subject to the other terms hereof, including, without limitation, Section 5(d)(ii), the owner of a Unit shall be responsible for the performance, at its sole cost and expense, of all maintenance, repairs and replacements necessary to keep the Driveway and Fire Lane on the Campus that are located on its Unit in a good condition, in good working order and in compliance with Applicable Laws.

(ii) Prior to performing any maintenance, repairs or replacements to the Driveways or the Fire Drive that cost more than Twenty-Five Thousand and No/100 Dollars ($25,000.00) individually or that are part of a group of related maintenance, repairs or replacements that cost more than Twenty-Five Thousand and No/100 Dollars ($25,000.00) in the aggregate (collectively, "Major Shared Road Repairs"), the owner of the Unit upon which the Driveway or Fire Lane is located, as applicable, shall notify the other Unit owner of the need for such Major Shared Road Repair, in writing, and obtain the other Unit's approval of the such Major Shared Road Repairs (including, without limitation, the cost of the same), which approval shall not be unreasonably withheld. In connection with any Major Shared Road Repairs, the other Unit owners, as applicable, shall consult with the notifying party and implement any reasonable suggestions that reduce the cost of such Major Shared Road Repairs or minimize the interference that the same cause to the use and enjoyment of the other Units. In the event a Unit owner does not give written notice of its objections to any proposed Major Shared Road Repairs within thirty (30) days after receipt of a written request that it approve such Major Shared Road Repairs (which request shall include a written summary setting forth, in reasonable detail, the scope of such Major Shared Road Repairs and the cost thereof), then the party that failed to timely object shall be deemed to have approved such Major Shared Road Repairs. If a Unit owner notifies the other Unit owner that it disputes the need for any Major Shared Road Repairs or the cost thereof, then the Parties shall endeavor, in good faith, to resolve such dispute through negotiations within fifteen (15) days thereafter; provided, if the Parties are unable to agree upon the need for or the cost of any Major Shared Road Repairs within such fifteen (15) day period, then any Party may retain a qualified civil engineer that is reasonably acceptable to the others to determine whether such Major Shared Road Repairs are necessary and the proper method for completing the same. In the event a civil engineer is retained to resolve any dispute regarding the need for or cost of any Major Shared Road Repairs pursuant to this section, (A) such engineer's determination shall be final and binding, and (ii) the Party who appointed such engineer and the other Unit owner shall each pay one-half (1/2) of the fee charged by such engineer in connection therewith. Notwithstanding the foregoing, if any Major Shared Road Repairs must be immediately completed to avoid a material risk of personal injury or property damage, then a Unit owner may perform such Major Shared Road Repairs, without obtaining the approval of other Unit owner; provided that the Party performing the work shall endeavor, in good faith, to complete such Major Shared Road Repairs at a reasonable cost.

(iii) In connection with any repairs, maintenance and replacements that are its responsibility under this Agreement, a Unit owner shall (i) use commercially reasonable efforts and due diligence to minimize the amount of interference that such repairs, maintenance and replacements cause to other Unit owners and their Permittees' use of the Access Easements, and (ii) ensure reasonable vehicular access is available to the other Facilities at all times, including, but not limited to, access for ambulances, fire trucks and other emergency vehicles.

(iv) Notwithstanding anything to the contrary contained herein, except for damage that is caused by fire or other casualty or that is subject to the waiver set forth in Section 16(c), if a Party or any of its Permittees causes material damage to the Driveways or the Fire Drive, excluding ordinary wear and tear, then such Party shall promptly and diligently repair such damage, at its sole cost and expense.

6. Shared Facilities.

(a) AL Unit Shared Facilities Easement. SNF Unit hereby grants, transfers, and conveys unto AL Unit, for the benefit of the AL Unit, the following easements (collectively, the "AL Unit Shared Facilities Easement"):

(i) a non-exclusive easement on, over, through and across the SNF Unit and for any Shared Facilities serving AL Unit, including, without limitation, the Shared Facilities identified on **Schedule 3**; and

(b) SNF Shared Facilities Easement. AL Unit hereby grants, transfers, and conveys unto SNF Unit, for the benefit of the SNF Unit, the following easements (collectively, the "SNF Shared Facilities Easement"):

(i) a non-exclusive easement on, over, through and across AL Unit for any Shared Facilities serving the SNF Unit, including, without limitation, the Shared Facilities identified on **Schedule 3**; and

(c) Modification.

(i) No Unit owner shall modify, relocate, close, reconfigure or otherwise alter (excluding maintenance, repairs and replacements) the Shared Facilities located on its Unit without the prior written consent of the other Unit owners, which consent shall not be unreasonably withheld, qualified or delayed; provided, a Unit owner may withhold its approval of any proposed modification, relocation, closure, reconfiguration, removal or alteration of the Shared Facilities if the same will or is reasonably likely to (A) materially interfere with the operation of the Unit owner's Facility or increase the cost of operating the same, (B) materially and adversely affect the Unit Owner's Facility, or (C) materially decrease the utility of or convenience of any of the Shared Facilities to Unit owner and its Permittees.

(d) Maintenance & Repair.

(i) Subject to the other terms hereof, including, without limitation, Section 6(d)(ii) and 6(d)(iii), a Unit owner shall have the ultimate responsibility to perform, at its sole cost and expense, all maintenance, repairs and replacements necessary to keep the Shared Facilities located upon its Unit in a good condition, in good working order, and in compliance with Applicable Laws. A Unit owner shall perform all testing and inspections of the Shared Facilities reasonably requested by other Unit owners, at the requesting Unit owner's reasonable expense, including, without limitation, all testing and inspections required under any governmental permits, licenses or approvals that would not otherwise be required due to the Unit Owner's use or operation of the Shared Facilities. The cost of usage, maintenance, repairs, and replacements may be subject to cost-sharing by other Unit owners as provided in **Schedule 3**, and in such instance the other Unit owners shall reimburse the Unit owner incurring the usage charge or performing the maintenance, repairs, or replacements.

(ii) In the alternative, the Association, through agents or property managers, may undertake to perform maintenance, repairs, and replacements on the Shared Facilities, allocate the cost thereof in accordance with **<u>Schedule 3</u>**, and bill the responsible Unit owners under this Agreement or as an assessment under the Condominium Declaration.

(iii) Prior to performing any maintenance, repairs or replacements to the Shared Fire Protection System (including, without limitation, the Shared Fire Pump) that cost more than Twenty-Five Thousand and No/100 Dollars ($25,000.00) individually or that are part of a group of related maintenance, repairs or replacements that cost more than Twenty-Five Thousand and No/100 Dollars ($25,000.00) in the aggregate ("Major Shared Facility Repairs"), a Unit owner, as applicable, shall notify the other Parties of the need for such Major Shared Facility Repairs, in writing, and obtain the other Parties' approval of such Major Shared Facility Repairs (including, without limitation, the cost of the same), which approval shall not be unreasonably withheld, qualified or delayed. In connection with any Major Shared Facility Repairs, the Party undertaking such Major Shared Facility Repairs shall consult with the other Parties and implement any reasonable suggestions of the other Parties that will reduce the cost of such Major Shared Facility Repairs or minimize the interference which the same cause to the use and enjoyment of the respective Units. In the event a Party (the "Recipient Party") does not give written notice to the Party proposing to undertake any Major Shared Facility Repairs (the "Repairing Party") of the Recipient Party's objections to such Major Shared Facility Repairs within thirty (30) days after its receipt of a written request from the Repairing Party to approve the same, which request shall be accompanied by a written summary setting forth (in reasonable detail) the scope of such Major Shared Facility Repairs and the cost thereof, then the Recipient Party shall be deemed to have approved such Major Shared Facility Repairs. If the Recipient Party notifies the Repairing Party that it disputes the needs for any Major Shared Facility Repairs or the cost thereof, then the parties shall endeavor, in good faith, to resolve such dispute through negotiations within fifteen (15) days thereafter; provided, if the parties are unable to agree upon the need for or cost of any Major Shared Facility Repairs within such fifteen (15) day period, then the Repairing Party may retain a qualified civil engineer that is reasonably acceptable to the Recipient Party to determine whether such Major Shared Facility Repairs are necessary and the proper method for completing the same. In the event the Repairing Party retains a civil engineer to resolve any dispute regarding the need for or cost of any Major Shared Facility Repairs pursuant to this section, (A) such engineer's determination shall be final and binding, and (ii) the Unit owner requesting the civil engineer and the other Unit owners shall each pay one-half (1/2) of the fee charged by such engineer in connection therewith. The Repairing Party shall use reasonable efforts to minimize the interference that any Major Shared Facility Repairs cause to the operations being conducted on the other Units. Notwithstanding the foregoing, in the event any Major Shared Facility Repairs must be immediately completed in order to avoid a material risk of personal injury or property damage or a material interference with the operation of any of the Buildings on the Units, then the Party responsible for such Major Shared Facility Repairs may perform such Major Shared Facility Repairs, without obtaining the other Unit owners' approval; provided it shall endeavor, in good faith, to complete such Major Shared Facility Repairs at a reasonable costs.

(iv) Notwithstanding anything to the contrary contained herein, except for damage that is caused by fire or other casualty or that is subject to the waiver set forth in Section 16(c), if a Party or any of its Permittees causes material damage to the Shared Facilities, excluding ordinary wear and tear, then such Party shall promptly and diligently repair such damage, at its sole cost and expense.

7. <u>Existing Improvements</u>. SNF Unit and AL Unit hereby grant, transfer and convey unto each other, for the benefit of the other Facilities, a non-exclusive easement on, over, through and across its Unit for purposes of operating, using, inspecting, testing, maintaining, repairing, replacing and removing

any improvements located on its Unit as of the Effective Date that serve the other Facility and are not covered by an Access Easement, a Shared Facilities Easement or the other easements granted under this Agreement (collectively, the "Existing Facilities"), including, but not limited to, any footings, foundations, slabs, roofs, support columns and other structural systems forming a part of or serving a Facility and any transmitters, receivers, controls, meters, sub-meters, monitoring equipment, conduits, wires, lines, pipes, valves, gauges, structures, systems and other facilities serving the Facility. A Unit owner shall use reasonable efforts to exercise its rights under this section in a manner that does not materially interfere with the use of the other Facility. Subject to Section 16(c), a Unit owner shall be responsible for repairing all material damage to the Existing Facilities that it causes through the exercise of such rights granted to under this Section 7, excluding ordinary wear and tear and damage resulting from the negligence or willful misconduct of the other Unit owner or any of their respective Permittees.

8. Additional Facilities. The Parties acknowledge and agree that it may be necessary or desirable for a Unit owner to install additional facilities serving its Facility on the Unit of another. Accordingly, SNF Unit and AL Unit hereby grant, transfer and convey unto each other, for the benefit of the other, a non-exclusive easement on, over, through and across its Unit for purposes of operating, using, maintaining, repairing, replacing and removing the following (collectively, the "Additional Facilities"): additional transmitters, receivers, controls, meters, sub-meters, monitoring equipment, conduits, wires, lines, pipes, valves, gauges and other facilities providing Utilities and other services to a Facility, whether now or hereafter developed. Prior to installing any Additional Facilities, a Unit owner shall obtain the approval of the other Unit owners of the location of such Additional Facilities, which approval shall not be unreasonably withheld, qualified, or delayed. If all other Unit owners do not give written notice to the proposing Unit owner of their objections to any proposed Additional Facilities within thirty (30) days after their receipt of a written request to approve the installation of such Additional Facilities, then the Unit owners shall be deemed to have approved such Additional Facilities. The requesting Unit owner shall promptly repair, at its sole cost and expense, any damage caused by the Unit owner's or any of its Permittees' installation, maintenance, repair, replacement, or removal of Additional Facilities pursuant to this section. In the event the provider of any Utilities to the requesting Facility requires a separate agreement granting such provider an easement over one or more Units in order for it to (i) allow the continued use of any Shared Facilities or Existing Facilities or (ii) install and operate, or allow the installation and operation, of any Additional Facilities permitted under the section, the other Unit owners shall promptly execute and deliver such agreement, in the form reasonably required by the provider.

9. Temporary Construction. SNF Unit and AL Unit hereby grant, transfer and convey unto each other, for the benefit of each other's Facility, a non-exclusive temporary construction easement on, over, through and across the exterior portions of its Unit (but not in any Building) that are located within twenty-five (25) feet of the benefitted Unit for purposes of completing repairs, maintenance, replacements, renovations, restorations and alterations to a Facility (the "Temporary Construction Easement"), from time to time; provided, the Temporary Construction Easement shall not encumber any portions of the Unit where Buildings are located. The Unit owner and its Permittees shall use their best efforts to utilize the Temporary Construction Easement in a manner that does not materially damage the Unit or Facility or materially interfere with the use and enjoyment of the Unit or Facility; provided, normal and typical construction activities and related noise, dust and debris shall not be deemed to violate the terms of this section. The benefitted Unit owner shall promptly repair, at its sole cost and expense, any damage to the Unit or Facility caused by the Unit owner's or any of its Permittees' use of the Temporary Construction Easement.

10. Signage. SNF Unit and AL Unit 2 hereby grant, transfer, and convey unto each, for the benefit of each other's Facility, a non-exclusive sign easement on, over, through and across the for purposes of installing, maintaining, repairing, replacing, and removing the following signs (the "Sign Easement"): (i) Directional Signs; (ii) a shared monument or similar sign (the "Shared Monument Sign"); and (iii) any existing signs relating to a Unit Facility (the "Existing Signs"). Prior to installing any new

Directional Signs, the Shared Monument Sign or any replacements of the Existing Signs, a Unit owner shall obtain the approval of the other Unit owners of the location and design of thereof, which approval shall not be unreasonably withheld, qualified, or delayed. In addition, a Unit owner shall cause any new Directional Signs, the Shared Monument Sign or any replacements of the Existing Signs installed to comply with Applicable Laws and shall obtain all necessary municipal approvals and other governmental permits required for the installation thereof. If other Unit owners do not give written notice to proposing Unit owner of their objections to the location or design of any proposed Directional Signs, the Shared Monument Sign, or any replacement of any Existing Sign within thirty (30) days after their receipt of a written request to approve the same, then approval shall be deemed to have been given for the design and location thereof.

11. Parking Easement.

(a) AL Unit Parking Easement. SNF Unit hereby grants, transfers and conveys unto the owner of AL Unit, for the benefit of the AL Unit a non-exclusive parking easement (the "AL Unit Parking Easement") to allow Permittees of the AL Unit to park vehicles in any available parking locations on the SNF Unit ("SNF Unit Shared Parking Areas"). The SNF Shared Parking Areas shall remain open at all times, and the owner of the AL Unit shall not cause or permit any material obstructions thereto, except for temporary obstructions resulting from repairs, maintenance and replacements that are completed in accordance with Section 5(d). The Owner of AL Unit shall use reasonable efforts to exercise its rights under this section in a manner that does not materially interfere with the use of the SNF Unit. Subject to Section 16(c), owner of the AL Unit shall be responsible for repairing all material damage to the SNF Unit that it directly causes through the exercise of such rights granted to AL Unit under this Section 5(a), excluding ordinary wear and tear and damage resulting from the negligence or willful misconduct of SNF Unit or any of its Permittees.

(b) SNF Unit Parking Easement. AL Unit hereby grants, transfers and conveys unto the owner of SNF Unit, for the benefit of the SNF Unit a non-exclusive parking easement (the "SNF Parking Easement") to allow Permittees of the SNF Unit to park vehicles in any available parking locations on the AL Unit ("AL Unit Shared Parking Areas" and together with the SNF Unit Shared Parking Areas, the "Shared Parking Areas"). The AL Unit Parking Areas shall remain open at all times, and the owner of the SNF Unit shall not cause or permit any material obstructions thereto, except for temporary obstructions resulting from repairs, maintenance and replacements that are completed in accordance with Section 5(d). The Owner of the SNF Unit shall use reasonable efforts to exercise its rights under this section in a manner that does not materially interfere with the use of AL Unit. Subject to Section 16(c), owner of the SNF Unit shall be responsible for repairing all material damage to AL Unit that it directly causes through the exercise of such rights granted to SNF Unit under this Section 5(a), excluding ordinary wear and tear and damage resulting from the negligence or willful misconduct of AL Unit or any of its Permittees.

(c) Modification.

(i) No Unit owner shall modify, relocate, close, reconfigure, remove, or otherwise alter (excluding maintenance, repairs and replacements) the Shared Parking Areas without the prior written approval of the other Unit owner. In addition, no Unit owner shall modify, relocate, close, reconfigure, remove or otherwise alter (excluding maintenance, repairs and replacements) portions of the Shared Parking Areas in a manner that has a material adverse effect on a Facility.

(d) Maintenance & Repair.

(i) Subject to the other terms hereof, including, without limitation, Section 5(d)(ii), the owner of a Unit shall be responsible for the performance, at its sole cost and expense, of all maintenance, repairs and replacements necessary to keep the Shared Parking Areas that are located on its Unit in a good condition, in good working order and in compliance with Applicable Laws.

(ii) Prior to performing any maintenance, repairs or replacements to the Shared Parking Areas that cost more than Twenty-Five Thousand and No/100 Dollars ($25,000.00) individually or that are part of a group of related maintenance, repairs or replacements that cost more than Twenty-Five Thousand and No/100 Dollars ($25,000.00) in the aggregate (collectively, "Major Shared Parking Area Repairs"), the owner of the Unit upon which the Shared Parking Area is located, as applicable, shall notify the other Unit owner of the need for such Major Shared Parking Area Repair, in writing, and obtain the other Unit's approval of the such Major Shared Parking Area Repairs (including, without limitation, the cost of the same), which approval shall not be unreasonably withheld. In connection with any Major Shared Parking Area Repairs, the other Unit owners, as applicable, shall consult with the notifying party and implement any reasonable suggestions that reduce the cost of such Major Shared Parking Area Repairs or minimize the interference that the same cause to the use and enjoyment of the other Units. In the event a Unit owner does not give written notice of its objections to any proposed Major Shared Parking Area Repairs within thirty (30) days after receipt of a written request that it approve such Major Shared Parking Area Repairs (which request shall include a written summary setting forth, in reasonable detail, the scope of such Major Shared Parking Area Repairs and the cost thereof), then the party that failed to timely object shall be deemed to have approved such Major Shared Parking Area Repairs. If a Unit owner notifies the other Unit owner that it disputes the need for any Major Shared Parking Area Repairs or the cost thereof, then the Parties shall endeavor, in good faith, to resolve such dispute through negotiations within fifteen (15) days thereafter; provided, if the Parties are unable to agree upon the need for or the cost of any Major Shared Parking Area Repairs within such fifteen (15) day period, then any Party may retain a qualified civil engineer that is reasonably acceptable to the others to determine whether such Major Shared Parking Area Repairs are necessary and the proper method for completing the same. In the event a civil engineer is retained to resolve any dispute regarding the need for or cost of any Major Shared Parking Area Repairs pursuant to this section, (A) such engineer's determination shall be final and binding, and (ii) the Party who appointed such engineer and the other Unit owner shall each pay one-half (1/2) of the fee charged by such engineer in connection therewith. Notwithstanding the foregoing, if any Major Shared Area Repairs must be immediately completed to avoid a material risk of personal injury or property damage, then a Unit owner may perform such Major Shared Parking Area Repairs, without obtaining the approval of other Unit owner; provided that the Party performing the work shall endeavor, in good faith, to complete such Major Shared Parking Area Repairs at a reasonable cost.

(iii) In connection with any repairs, maintenance and replacements that are its responsibility under this Agreement, a Unit owner shall (i) use commercially reasonable efforts and due diligence to minimize the amount of interference that such repairs, maintenance and replacements cause to other Unit owners and their Permittees' use of the Access Easements, and (ii) ensure reasonable vehicular access is available to the other Facilities at all times, including, but not limited to, access for ambulances, fire trucks and other emergency vehicles.

(iv) Notwithstanding anything to the contrary contained herein, except for damage that is caused by fire or other casualty or that is subject to the waiver set forth in Section 16(c), if a Party or any of its Permittees causes material damage to the Shared Parking Areas, excluding ordinary wear and tear, then such Party shall promptly and diligently repair such damage, at its sole cost and expense.

12.

13. [Omitted.]

14. Assessments.

(a) Specific Reimbursements. Subject to the other terms of this Agreement, each Unit owner agrees to pay its allocable share of usage, repair, maintenance, or replacement costs in accordance with the Cost Allocation section of the **Schedule 3**, which may include fees and costs for the Association's management company related to the project or costs giving rise to the reimbursement. Reimbursements shall be paid with thirty (30) days of receipt of a written statement (in reasonable detail) the work completed with reliable evidence from the Unit owner that incurred the reimbursable charge that the costs have been incurred (such as, by illustration and not limitation, purchase orders, contracts, invoices, and receipts).

(b) Other Reimbursements. Subject to the other terms of this Agreement, each Unit owner agrees to pay its fair and equitable share of usage, repair, maintenance, or replacement costs that are not listed in the Cost Allocation section of the **Schedule 3**, which may include fees and costs for the Association's management company related to the project or costs giving rise to the reimbursement. Unless another method of determining a "fair and equitable share" is agreed upon, then the allocation shall occur on a pro rata basis of the square footage of the Buildings of the respective affected Units.

(c) Association Allocations. In the alternative, the Association, through its agents and property managers can perform the repair, maintenance, or replacements and (along with the allocable share of an ongoing usage charges) bill the Unit owners their allocable share, either by means of a direct bill or an assessment under the Condominium Declaration, which may include fees and costs for the Association's management company related to the project or costs giving rise to the reimbursement.

15. Sub-Metered Utilities.

(a) Water, Gas and Electric Service. The parties acknowledge that water, gas and electric service to the Shared Facilities are provided under an account maintained by a respective Unit owner and that **Schedule 3** contemplates the amount of water, gas or electricity furnished by a Shared Facility may be measured by submeters (each, a "Submeter"). Except as otherwise expressly provided herein, the Unit owner of the Unit where the Shared Facility is located shall maintain the water, gas and electric accounts providing service to the Shared Facility active and in good standing at all times, and the Unit owner shall not permit the same to be cut-off, terminated or suspended.

(b) Billing and Payment. The Unit owner responsible for the account, the Association's agent or property manager shall read the Submeters measuring the amount of water, gas or electric furnished to the Shared Facility on a monthly basis. A written record of any reading that it takes of a Submeter shall be maintained for at least two (2) years after the date of such reading. Usage reimbursements for the actual cost of the water, gas or electric furnished shall be based upon the measurements taken by the Submeters and the actual per unit amount charged by the applicable utility provider

(c) Testing, Replacement and Disputes. A Unit owner may cause a Submeter to be tested, at its expense, to ensure the same is properly calibrated and is correctly measuring the water, gas or electricity as applicable, being furnished to the Shared Facility. In the event a Unit owner desires to test any Submeter, it shall notify the other party, in writing, and afford the other party's representative a reasonable opportunity to observe such testing. A Unit owner may, at its expense, replace any Submeter; provided it receives the other affected Unit Owners' written approval of the replacement Submeter, which approval shall not be unreasonably withheld, qualified or delayed. absent manifest error, each reading of a Submeter shall be deemed correct.

16. Insurance and Waiver.

(a) SNF Unit and AL Unit Insurance. SNF Unit owner and AL Unit owner shall, collectively, maintain the following insurance at all times during the Term:

(i) commercial general liability insurance, written on an occurrence basis, covering personal injury, death and property damage occasioned by or arising out of the condition, use or occupancy of the Unit and containing contractual liability coverage, with liability limits of not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence for personal injury and death and One Million and No/100 Dollars ($1,000,000.00) per occurrence for property damage, provided the Parties shall increase the limits of such liability insurance, from time to time, to such amount as is then commercially reasonable, as determined by the Parties in good faith;

(ii) property insurance covering the buildings, structures, fixtures and improvements located with a Unit, including, without limitation, the Shared Facilities located thereon, and all of the Parties' personal property on the Unit, in an amount equal to one hundred percent (100%) of their replacement cost, written on a Causes of Loss - "Special Form" basis or its equivalent and containing a laws and ordinances endorsement;

(iii) worker's compensation insurance if and to the extent required to maintain the same under Applicable Laws; and

(iv) builder's risk insurance covering the Unit while any construction work is being conducted thereon, in an amount sufficient to cause the buildings, structures, improvements and personal property located on Unit to be fully insured against loss and damage during the completion of such construction work.

(b) General Insurance Requirements. All insurance required under this Section 16 shall be issued by reputable companies licensed in the State of Wisconsin with an A.M. Best's rating of at least A, IX, shall be primary, and shall not call into contribution any policy of another Party. Each Party shall name the each of the other Parties as additional insureds on all of its liability insurance policies required hereunder. Such insurance may be under a blanket policy so long as it satisfies all applicable requirements of this Agreement. Upon request, each Party shall provide the other Parties with certificates evidencing that the insurance it is required to maintain under this Section 16 is in full force and effect.

(c) Waiver. Notwithstanding anything to the contrary contained herein, SNF Unit owner and SNF Unit owner each hereby waives all claims and rights of recovery that it may have against the other Parties and their respective Permittees for loss and damage that is covered by its insurance or that would have been covered had it maintained the insurance required under this Agreement. Each of the Parties shall cause the insurers issuing their insurance to waive all subrogation rights against the other Parties and their respective Permittees, and each Party shall, upon written request, supply the other Parties with appropriate evidence confirming that such waiver is in effect. For the purposes of this section, each Party shall be deemed to be insured against losses and damages that are within the deductible of any of its insurance policies. The provisions of this section shall apply to claims regardless of their cause or origin, including, without limitation, claims arising due to negligence.

17. Restoration.

(a) Campus Improvements.

(i) Except as otherwise provided in Section 17(a)(ii) or otherwise waived in writing by the other Unit owner, if any of the buildings, structures and/or other improvements on the Campus (the "Campus Improvements") are damaged or destroyed by fire or other casualty, the owner of the Unit where the Improvements were located shall fully restore the damaged portions of the Campus Improvements to the condition existing immediately prior to such damage, using new materials that are of substantially similar (or better) quality to the items being restored or replaced and that are of substantially similar appearance to the items being restored or replaced; provided, (i) if **Schedule 3** contemplates the separation of Shared Facilities at the time of replacement, then the restoration or replacement shall be consistent with **Schedule 3**, (ii) the Unit owner may make changes to the exterior of the Campus Improvements as a part of such restoration work so long as it complies with Section 4, (iii) the Unit owner may make changes to the exterior of the Campus Improvements as part of such restoration work required to comply with Applicable Laws, (iv) the Unit owner may make changes to the Shared Facilities on the Campus as part of such restoration work so long as it complies with Section 6(c) and **Schedule 3**, and (v) the Unit owner may make any alterations, additions, changes and/or improvements to the interior that the Unit owner desires as a part of such restoration work so long as such alterations, additions, changes and/or improvements (A) do not have a material adverse effect on the Shared Facilities, the Existing Facilities or any other Unit owner's rights or easements hereunder and (B) do not materially increase the amounts payable by other Unit owners under Section 14 or materially decrease the utility of or convenience of the Shared Facilities or the Existing Facilities to the other Unit owners and their Permittees.

(ii) Notwithstanding anything to the contrary contained herein, if any Building on Campus is damaged by fire or other casualty, then the Unit owner that owns the Building may elect not to restore such Building, in which case: (i) Unit owner shall demolish such Building and remove all resulting debris from the Campus, (ii) Unit owner shall grade, sod and landscape the area where such Building was located so such area is substantially level with surrounding areas, properly drains, and is in a good and attractive condition, and (iii) Unit owner shall replace any Shared Facilities and Existing Facilities located in such Building in a manner consistent with the treatments of replacements provided in **Schedule 3,** as approved by the other Unit owners, in writing, which approval shall not be unreasonably withheld, qualified or delayed, except other Unit owner(s) may withhold approval of any such replacement Shared Facilities or Existing Facilities if the same will (A) materially increase the amounts payable by the Unit owner under Section 14, or (B) materially and adversely affect the Unit owner's Facility or the operation thereof.

(iii) All the restoration work required under this Section 17(a) shall be commenced by Unit owner as soon as reasonably practicable and completed with due diligence. Unit owner shall use commercially reasonable efforts to complete such restoration work in a manner that does not materially interfere with the use and enjoyment of the other Unit owners. If any damage to the Campus Improvements caused by fire or casualty creates an imminent risk of material injury to persons using or occupying the other Units or material damage to the other Unit's Facilities or its contents or results in a material interference with the operation thereof, then the Unit owner completing the restoration work shall use commercially reasonable efforts to eliminate such risk or interference as quickly as reasonably possible, including, without limitation, providing temporary replacements for any damaged portions of the Shared Facilities to the extent required to supply necessary utilities, services or facilities to the affected Facility

18. [Omitted.]

19. <u>Self-Help</u>.

(a) If a Unit owner fails to make any repairs, maintenance or replacements that are its responsibility under Section 5 or Section 6 of this Agreement within thirty (30) days after it receives written notice from another Unit owner of the need for such repairs, maintenance or replacements, then the Unit owner receiving notice may (but shall not be obligated to) complete such repairs, maintenance or replacements; provided, (i) if the notifying Unit owner commences to make any such repairs, maintenance or replacements within the aforementioned thirty (30) day period and thereafter diligently completes the same, then the Unit owner receiving notice shall not have the right to perform such repairs, maintenance or replacements, (ii) the notifying Owner may immediately perform any such repairs, maintenance or replacements to the extent the same are necessary to correct a condition that creates an imminent risk of material injury to persons or material damage to property, prior to giving advance notice to the failing Owner, and (iii) notifying Owner may immediately perform any such repairs, maintenance or replacements to the extent the same are necessary to correct a condition that materially interferes with the operation of the notifying Owner's Facility unless failing Owner commences such repairs, maintenance or replacements within twenty-four (24) hours after receiving written notice of the need for the same and thereafter diligently completes such repairs, maintenance or replacements. The failing Owner shall reimburse notifying Owner for the reasonable cost of any repairs, maintenance or replacements that notifying Owner performs pursuant to this section, within thirty (30) days after it receives a written invoice from notifying Owner setting forth such costs.

20. Past Due Amounts. If a Party fails to pay any amount that it owes under this Agreement within thirty (30) days after it receives a written invoice for such amount, then such amount shall (i) bear interest at the Default Rate, and (ii) be secured by a continuing lien on such Party's interest in its Unit, as applicable, which lien shall be prior to all other liens except the lien of any first in priority mortgage, deed of trust, deed to secure debt or other security interest.

21. Notices. Any and all notices, demands, requests, submissions, approvals, consents, invoices and other communications (collectively, "Notices") required to be given, delivered or served or which may be given, delivered or served under the terms of this Agreement shall be in writing and sent to the address specified below (as the same are modified in accordance with terms of this section). All Notices shall be either (i) sent by overnight delivery using a nationally recognized overnight courier, (ii) sent by U.S. Certified Mail (Return Receipt Requested), or (iii) sent by personal delivery.

If to NSH:

Jeff Hoehn
NSH 146 Clover Street LLC
640 N Vel R Phillips Ave Suite 200
Milwaukee, WI 53203

with copy to:

Attorney Troy A. Mayne
DeWitt LLP
2 E. Mifflin Street, Suite 600
Madison, WI 53703

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received upon actual receipt by the receiving party and its counsel. Confirmation of delivery by an overnight courier service or execution of certified mail receipt, shall each be deemed to constitute actual receipt when the Notice is properly addressed and sent in accordance with this Section 21 (taking into account any modification of a Unit owner's or their respective counsel's addresses made in accordance with the terms hereof). If any Party is unwilling or refuses to accept any Notice or sign a delivery confirmation in connection with any Notice, the Notice shall be deemed to have been received on the date of such refusal.

22. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(b) Remedies. In the event of a breach of this Agreement, the non-breaching party or parties shall be entitled to all remedies available at law or in equity; it being specifically agreed by the Parties that they shall have the right to obtain specific performance of this Agreement and to enjoin any violation or threatened violation of the terms hereof; provided in no event shall this Agreement be terminated as a result of any default under or breach hereof.

(c) Waiver of Jury Trial. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING. A PARTY MAY FILE AN ORIGINAL OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE FOREGOING WAIVER.

(d) Attorneys' Fees. In the event any lawsuit is commenced related to this Agreement, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs (including, without limitation, expert witness fees) from the non-prevailing parties in such lawsuit. As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought. If the party which commenced or instituted the lawsuit shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(e) Successors & Assigns. This Agreement shall be binding on and inure to the benefit of NSH, as owner of each of the respective Units, and their respective successors and assigns, and any references to a Unit owner shall be deemed to mean and include their respective successors and assigns as though they had been original parties to this Agreement. Notwithstanding anything to the contrary contained herein, if any Party transfers all of its right, title and interest in a Unit, as applicable, such Party shall cease to have any responsibility for satisfying obligations or liabilities related to such interest that first arise and relate to periods after the date of such transfer. The holder (a "Mortgagee") of any mortgage, deed of trust, deed to secure debt or other similar security interest encumbering NSH's interest in all or any portion of the Campus or NSH's interest in all or any portion of the SNF Unit or AL Unit 2 (a "Mortgage") shall not be bound by the terms of this Agreement unless and until its Mortgage is foreclosed or title to such interest is otherwise transferred to such Mortgagee.

(f) No Merger. The Easements shall not terminate as a result of the merger of estate or merger of title of the Campus and the Units under the same ownership, unless the holder of the merged estates expressly terminates this Agreement.

(g) No Waiver. No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged with making the waiver. No delay or omission in the exercise of any right or remedy accruing upon any breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach, and the waiver of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

(h) No Liens. Notice is hereby given that no Unit Owner will be liable for any work, services, materials or labor furnished to or at the request of another Party, and no mechanics', materialmen's or other lien related to any work, services, materials or labor furnished to another Party shall attach to or affect a Unit owner's interest in a Unit other than the Unit to which the work, service, material or labor was furnished. If any mechanics' lien, materialmen's lien or other lien shall at any time be filed against or attach to a Unit as a result of another Unit owner's failure, or alleged failure, to pay for any work, services, materials or labor furnished to or at the request of the Unit owner or any of its Permittees, or alleged to have been so furnished, the Unit owner that was furnished or requested the work shall cause such lien to be discharged of record (by payment, posting a bond or other means) within thirty (30) days after it receives written notice of such lien.

(i) Estoppel Certificates. Upon request, each Party (a "Certifying Party") shall execute and deliver to the other Parties an estoppel certificate certifying, to its knowledge, that: (i) the other Unit owners are in compliance with the terms of this Agreement (or stating any then existing violations known to the Certifying Party); (ii) the Certifying Party is not owed any amounts under this Agreement by the other Parties (or stating the amounts then owed to the Certifying Party by the other Parties under this Agreement); and (iii) none of the other Parties or its Permittees is in default under this Agreement and no matter exists that with the giving of notice, the passage of time or both would constitute such default (or stating any such defaults or matters then known to the Certifying Party).

(j) Construction. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Agreement. In the event any provision hereof shall be prohibited by or invalidated under applicable laws, the remaining provisions of this Agreement shall remain fully effective.

(k) Counterparts. This Agreement may be signed in counterparts, each which shall be deemed an original, and when taken together shall constitute one instrument.

(l) Covenants that Run with Land. The Easements and all the other covenants, conditions, restrictions and agreements contained in this Agreement shall run with the land and shall be binding upon the original parties to this Agreement and all Persons claiming by, through or under them.

(m) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Campus, the Units, the Facilities or the Easements to the general public or for any public use. NSH shall have the right to temporarily close or restrict access to the Easements in order to prevent the general public from acquiring any rights therein, provided NSH shall use reasonable efforts to minimize the interference that such closure causes to the other Parties' (and their respective Permittees') use of such Easement or operations on the other Units.

(n) Modification. This Agreement may only be amended, modified or terminated by a written agreement executed by the owner of each Unit and duly recorded in the real property records for Walworth County, Wisconsin. In no event shall it be necessary to obtain the consent or approval of any Permittees of Unit owners to an amendment, modification, or termination of this Agreement.

(o) Exhibits. The parties acknowledge that all schedules and exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS]

IN WITNESS WHEREOF, NSH 146 Clover Street LLC has executed this Agreement as of the date first set forth above.

NSH:

NSH 146 Clover Street LLC

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF ______________)
) ss.
COUNTY OF ____________)

This instrument was acknowledged before me on __________________, 2022, by _________________, the _____________________ of the NSH 146 Clover Street LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

____
Notary Public
____________________County,

My Commission ________________________________

THIS INSTRUMENT PREPARED BY:

TROY A. MAYNE
DEWITT LLP
2 E. MIFFLIN STREET, SUITE 600
MADISON, WI 53703

CONSENT OF MORTGAGEE

The undersigned (the "Existing Mortgagee") joins in this Agreement for purposes of (i) certifying to the Parties that it is the holder and beneficiary of that certain ____________________ recorded as Document #_________________ at the Walworth County Register of Deeds (the "Existing Mortgage") that encumbers Campus, (ii) consenting to this Agreement, including, without limitation, all of the covenants, conditions and restrictions granted herein, (iii) agreeing that this Agreement shall be superior (not subordinate) to the Existing Mortgage and will not be terminated as a result of the foreclosure of the Existing Mortgage, or a conveyance in lieu of foreclosure, and (iv) the Existing Mortgage and anyone claiming by, through or under the Existing Mortgage will be bound by this Agreement in the event it acquires NSH's interest.

LENDER: MIDCAP FINANCIAL HOUSING CAPITAL, INC.

By: ______________________________________
Name: ____________________________________
Title:_____________________________________

STATE OF ___________)
) ss.
COUNTY OF ____________)

This instrument was acknowledged before me on _________________, 2022, by ________________, the ____________________ of ____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

____
Notary Public
___________________County,

My Commission _______________________________

Schedule 1
Legal Description of Parcel

[To be added]

Schedule 2
Site Plan/Condominium Plat

Item	Condition 1/2024	Cost Allocations
Shared IT, cabling, phone and other Shared Transmission Facilities	Telephone and IT service head located in Unit 1 is connected to and serves Unit 2. Cabling runs from Unit 1 to Unit 2 for that purpose.	[TO BE CLARIFIED]
Shared Driveway and Ingress/Egress	Shared Driveway and Ingress/Egress among Unit 1 and 2 users.	Shared Driveway and Ingress/Egress rights are granted by this Agreement. Maintenance and repair are paid for by the Unit upon which the Shared Driveway and Ingress/Egress Area is located.
Shared Parking	All parking spaces located on Units 1 and 2 are shared among Unit 1 and 2 users.	Shared Parking Easement rights are granted by this Agreement. Maintenance and repair are paid for by the Unit upon which the Shared Parking Area is located.
Shared Fire Lane	Shared as needed.	Each Unit shall maintain, repair, and replace all fire lane improvements located on its Unit at its own cost, notwithstanding common usage

Schedule 3
List of Specifically Known Shared Facilities and Cost Allocations

Schedule 4
Prohibited Uses

1. Any uses in violation of federal, state, or local laws, regulations or ordinances.
2. Any uses inconsistent with local zoning regulations affecting the Campus.

From: Brett D. Biwer <BBiwer@baxterwoodman.com>
Sent: Wednesday, February 7, 2024 5:42 PM
To: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Subject: RE: 46 Clover/116 Cherry, Williams Bay Condominium Review

Condo Plat Comments

Provide Per Village Ordinance:

- Client and Owner telephone numbers on plat.
- Date.
- Location map
- Vicinity map on Section map
- Name and addresses of adjacent property owners

Provide Per State Stature:

- 3"x3" blank space in upper right corner for recording

Brett Biwer, P.E.
Project Manager

BAXTER & WOODMAN
Consulting Engineers

Office: 815.444.3326 | Cell:262.939.0520
email:bbiwer@baxterwoodman.com
www.baxterwoodman.com
256 S. Pine Street, Burlington, WI 53105

VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report
Plan Commission Meeting
March 12, 2024

March 5, 2024

APPLICANT: NSH 146 Clover Street, LLC (Owner), Troy A. Witt, DeWitt, LLC (Agent)
TAX KEY: WA432100001
STREET ADDRESS: 146 Clover St and 116 Cherry St, Village of Williams Bay

Applicant is requesting approval of a Preliminary Condominium Plat per Section 375-0302 "Preliminary plat/condominium plat review procedure".

The Village Engineer e-mail dated February 7, 2024, has several items that will need to be added to the Final Condominium Plat.

Village Attorney Mark Schroeder has reviewed and has no objection to the Declaration of Condominium and Declaration of Covenants, Conditions, Restrictions, and Easements.

Based on the application, the applicant has met all the requirements of Section 375-0308 *Condominium Plats* and conditional approval is recommended subject to a Final Condominium Plat addressing all the Village Engineer comments be submitted for approval.

Respectfully submitted,

Bonnie M. Schaeffer
Zoning Administrator