

DECLARATION OF CONDOMINIUM

Document Number

Document Name

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Name and Return Address
Theodore N. Johnson, Esq.
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121

Parcel Identification Number (PIN)

1 THIS DECLARATION OF CONDOMINIUM
2 ("Declaration"), is made this 6th day of December, 2024, by
3 SHOP SPACE WISCONSIN LLC, a Wisconsin limited liability
4 company ("Declarant").

ARTICLE 1
DECLARATION

5
6
7
8
9 Declarant hereby declares that it is the sole owner of
10 the Land (as defined in Section 2.2, below), together with all
11 improvements located thereon and all easements, rights, and
12 appurtenances pertaining thereto (collectively, "Property"), and further
13 declares that the Property is hereby submitted to the condominium
14 form of ownership as provided in Wis. Stat. ch. 703 ("Condominium
15 Ownership Act" or the "Act").

ARTICLE 2
NAME; DESCRIPTION OF PROPERTY

16
17
18
19
20
21 2.1 Name. The name of the condominium created by this Declaration is "Shop Space
22 Wisconsin-Reedsburg Condominium" ("Condominium").

23
24 2.2 Legal Description. The land comprising the Property ("Land") is located in the City
25 of Reedsburg, County of Sauk, State of Wisconsin, and is legally described on the attached Exhibit A
26 incorporated herein.

27
28 2.3 Address. The address of the Condominium is 407 S. Wengel Drive, Reedsburg,
29 Wisconsin 53959.

ARTICLE 3
DESCRIPTION OF UNITS

30
31
32
33
34
35 3.1 Identification of Units. The Condominium shall consist of Six ( 6) Buildings
36 and Twelve (12) units (individually, "Unit"; collectively, "Units") identified on the condominium plat
37 attached hereto as Exhibit B and incorporated herein ("Condominium Plat"). The Units shall be
38 identified as Units 1 through 12, inclusive, as numbered on the Condominium Plat. Each owner of a
39 Unit is referred to as a "Unit Owner." The Condominium shall be subject to expansion as described

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40 in Article 6. Where a Unit is sold under a land contract, the purchaser (and not the vendor) shall be the  
41 Unit Owner.

42  
43 3.2 **Boundaries of Units.** The boundaries of each Unit shall be as follows:

44  
45 3.2.1 Upper Boundary. The upper boundary of the Unit shall be the interior  
46 lower surface of the supporting members of the roof above the highest  
47 level of the Unit, extended to an intersection with the perimetrical  
48 boundaries.

49  
50 3.2.2 Lower Boundary. The lower boundary of the Unit shall be the upper  
51 surface of the unfinished floor of the lowest level of the Unit, extended  
52 to an intersection with the perimetrical boundaries.

53  
54 3.2.3 Perimetrical Boundary. The perimetrical boundaries of the Unit shall be  
55 vertical planes of the inside surface of the studs supporting the interior  
56 walls, in either case extending to intersections with each other and with  
57 the upper and lower boundaries.

58  
59 3.3 **Additional Items Included as Part of Unit.** The Unit shall also include each  
60 of the following items that serve such Unit exclusively, regardless of whether located within the  
61 boundaries described in Section 3.2, above:

62  
63 3.3.1 Windows, doors, and garage doors (with all opening, closing, and  
64 locking mechanisms and all hardware) that provide direct access to or  
65 within the Unit.

66  
67 3.3.2 Interior lights, exterior light on front of Unit, and light fixtures.

68  
69 3.3.3 Cabinets.

70  
71 3.3.4 Floor, wall, baseboard, or ceiling electrical outlets and switches and the  
72 junction boxes serving them.

73  
74 3.3.5 Telephone, fax, cable television, computer, Internet, stereo, or other  
75 sound systems, if any, including outlets, switches, hardware, and other  
76 appurtenances serving them.

77  
78 3.3.6 Plumbing fixtures, hot water heaters, fire sprinklers, if any, water  
79 softeners, if any, and the piping, valves, and other connecting and  
80 controlling mechanisms and devices lying between the fixture and water  
81 or sewage lines serving more than one (1) Unit.

82  
83 3.3.7 The heating, ventilating, and air conditioning system, including the  
84 furnaces, air conditioning equipment, the control mechanisms, all vents  
85 from the Unit to the exterior of the Condominium, including vents for

86 furnaces, all other exhaust fans, and such other vents appurtenant to each  
87 Unit, condensers and all connections thereto serving each Unit.  
88

89 Specifically not included as part of a Unit are those structural components of each Building and any  
90 portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1)  
91 Unit or another Unit, even if located within the Unit. Any structural components and all plumbing,  
92 electrical, mechanical, and public or private utility lines running through a Unit that serve more than  
93 one (1) Unit or another Unit are Common Elements.  
94  
95

96 **ARTICLE 4**  
97 **COMMON ELEMENTS; LIMITED COMMON ELEMENTS**  
98

99 4.1 **Common Elements.** The common elements (collectively, "Common Elements")  
100 are all of the Condominium except for the Units. The Common Elements include, without limitation,  
101 the following:  
102

- 103 4.1.1 The Land;
- 104
- 105 4.1.2 The paved driveway, monument sign, corridor, parking areas, and  
106 pedestrian walkways, if any, situated on the Land;
- 107
- 108 4.1.3 The foundations, columns, pilasters, girders, beams, supports, main  
109 walls (which shall be defined as exterior walls and surfaces, structural  
110 walls, roof trusses, and roofs) of each building containing Units on the  
111 Land (individually, "Building");  
112
- 113 4.1.4 That part of the fire sprinkler system, if any, and its associated piping  
114 and operating mechanisms serving more than one (1) Unit;
- 115
- 116 4.1.5 The stormwater management system of the Condominium, which shall  
117 be maintained by the Association pursuant to the Operation and  
118 Maintenance Plan attached hereto as Exhibit D and incorporated herein;  
119 and  
120
- 121 4.1.6 Any other portion of the improvements to the Land that is not part of a  
122 Unit as described above.  
123

124 4.2 **Limited Common Elements.** Certain Common Elements as described in this  
125 section shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all  
126 of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements."  
127 The following Common Elements shall be reserved for the exclusive use of one (1) or more Unit  
128 Owners but less than all as described herein:  
129

- 130 4.2.1 All doors, interior and exterior serving one or more, but not all, Units;
- 131

- 132 4.2.2 The two (2) parking spaces in front of each unit;  
133  
134 4.2.3 The water shutoff valve for the unit;  
135  
136 4.2.4 The assigned mailbox for the unit; and  
137  
138 4.2.5 The entry ways identified on the Condominium Plat as designated and  
139 reserved for Unit(s), if any.  
140  
141

142 **ARTICLE 5**  
143 **PERCENTAGE INTERESTS; VOTING**  
144

145 5.1 **Percentage Interest.** The undivided percentage interest in the Common  
146 Elements appurtenant to each Unit shall be a percentage equal to 1/12th of the total ownership.  
147

148 5.2 **Conveyance, Lease, or Encumbrance of Percentage Interest.** Any deed,  
149 mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed  
150 to include the Unit Owner's undivided percentage interest in the Common Elements and in the  
151 insurance proceeds or condemnation awards even though such interest is not expressly described or  
152 referred to therein.  
153

154 5.3 **Voting.** The vote of each Unit at meetings of the Association (as defined in  
155 Article 7, below) shall be equal to the percentage of interest in the Common Elements pertaining to  
156 such Unit.  
157

158 5.4 **Multiple Owners.** If there are multiple owners of any Unit, their votes shall be  
159 counted in the manner provided in the Bylaws.  
160

161 5.5 **Limitations on Voting Rights.** No Unit Owner shall be entitled to vote on any  
162 matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address,  
163 and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of  
164 the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner  
165 from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a  
166 statement of condominium lien on the Unit and the amount necessary to release the lien has not been  
167 paid at the time of the voting.  
168  
169

170 **ARTICLE 6**  
171 **RIGHT TO EXPAND**  
172

173 6.1 **Reservation of Right.** Declarant hereby reserves the right to expand the  
174 Condominium by adding all or a portion of the property described on the attached Exhibit C  
175 incorporated herein. Such right to expand may be exercised from time to time within Ten (10) years  
176 from the date of recording of this Declaration in the Office of the Register of Deeds for Sauk County,  
177 Wisconsin. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or

178 other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit,  
179 acknowledges that the expansion area or parts thereof may be developed for uses other than as part of  
180 the Condominium.  
181

182           **6.2     Number, Location, and Style of Units.** The maximum number of Units  
183 in the Condominium as expanded shall be Forty-eight (48). Declarant currently anticipates that the  
184 Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change  
185 the location if required to achieve the best development in the opinion of Declarant. The Units shall  
186 consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right  
187 to change the size of the Units in order to meet market requirements. The additional improvements  
188 shall be compatible with and shall be of the same or similar quality of construction and materials as the  
189 existing improvements. All Units constructed within the expansion area shall be used for storage and  
190 small non-retail commercial businesses, such as, but not limited to, contractors, small engine and/or  
191 appliance repair, hobbying, light assembly, and light fabrication. Notwithstanding the forgoing, no unit  
192 shall be used for auto mechanic or body repair or for the storage, sale or production of fireworks.  
193

194           **6.3     Effect on Percentage Interest in Common Elements.** Upon any  
195 expansion as described in this article, the Percentage Interest in the Common Elements appurtenant to  
196 each Unit and calculated under Section 5.01, above, shall change to be the Percentage Interest for each  
197 Unit recalculated in the proportion of the approximate interior square footage of the Unit to the  
198 approximate total interior square footage of all Units as so expanded.  
199

200           **6.4     Effective Date of Expansion.** The Condominium shall be deemed  
201 expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of  
202 the Register of Deeds for Sauk County, Wisconsin, which amendment shows the new Percentage  
203 Interests of the Unit Owners and the votes that each Unit Owner may cast in the Condominium as  
204 expanded, and when an amendment to the Condominium Plat is recorded as required in Wis. Stat.  
205 § 703.26, Declarant reserves the right to amend this Declaration, its exhibits, and the Condominium  
206 Plat, without any other consent or approval, for the purpose of effecting an expansion of the  
207 Condominium.  
208

209           **6.5     Effect of Expansion.** Upon the recording of an amendment to the  
210 Declaration and an addendum to the Condominium Plat, each Unit Owner, by operation of law, shall  
211 have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as  
212 defined below), and shall have the number of votes set forth in the Declaration amendment. Following  
213 any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new  
214 Percentage Interests appurtenant to the Unit on which it has a lien. Declarant shall have an easement  
215 over, through, and under the existing Common Elements to facilitate the expansion; provided, however,  
216 any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's  
217 responsibility.  
218  
219

220  
221  
222  
223  
224

**ARTICLE 7**  
**CONDOMINIUM ASSOCIATION**

225           7.1     **General.** Following the conveyance of the first Unit to any person other than  
226 Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit  
227 Owners known as “**Shop Space Wisconsin-Reedsburg Condominium Owners Association, Inc.**”  
228 (“Association”), which shall be responsible for carrying out the purposes of this Declaration, including  
229 exclusive management and control of the Common Elements and facilities of the Condominium, which  
230 may include the appointment and delegation of duties and responsibilities hereunder to a committee or  
231 subcommittee commissioned by the Association for that purpose. The Association shall be  
232 incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and  
233 duties of the Association shall include those set forth in the Association’s Articles of Incorporation  
234 (“Articles”) and Bylaws (“Bylaws”), the Condominium Ownership Act, this Declaration, and Wis. Stat.  
235 ch. 181 (“Wisconsin Nonstock Corporation Law”). All Unit Owners, tenants of Units, and all other  
236 persons and entities that in any manner use the Property or any part thereof shall abide by and be subject  
237 to all of the provisions of all rules and regulations of the Association (collectively, “Rules and  
238 Regulations”), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive  
239 right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to  
240 time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon  
241 any amendment or modification to the Rules and Regulations. Any new rule or regulation or any  
242 revision to an existing rule and regulation shall become effective immediately upon distribution to the  
243 Unit Owners unless otherwise stated in such amendment or modification.

244           7.2     **Declarant Control.** Notwithstanding anything contained in this Declaration to  
245 the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses  
246 thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise  
247 any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration  
248 through its duly authorized agent. After a Unit has been sold to any person other than the Declarant,  
249 except as provided in Section 7.3, below, the Declarant shall have the right to appoint and remove the  
250 officers of the Association and to exercise all of the powers and responsibilities assigned to the  
251 Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration,  
252 and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is  
253 conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years  
254 from such date, unless the statute governing expansion of condominiums is amended to permit a longer  
255 period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of  
256 seventy-five (75) percent of the Common Element interest to purchasers; or (c) thirty (30) days after  
257 the Declarant’s election to waive its right of control.

258  
259           7.3     **Board of Directors.** The affairs of the Association shall be governed by a board  
260 of directors. Prior to the conveyance of twenty-five (25) percent of the Common Element interest of  
261 the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than  
262 the Declarant shall elect at least twenty-five (25) percent of the directors on the board of directors. Prior  
263 to the conveyance of fifty (50) percent of the Common Element interest of the Condominium to  
264 purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall  
265 elect at least thirty-three and one-third (33-1/3) percent of the directors on the board of directors. For

266 purposes of calculating the percentages set forth in Section 5.2, above, and this Section 7.3, the  
267 percentage of Common Element interest conveyed shall be the ratio of the total square footage of the  
268 Units conveyed by the total square footage of all Units.

269  
270 **7.4 Maintenance and Repairs.**

271  
272 **7.4.1 By Association.** The Association shall be responsible for the  
273 management and control of the Common Elements and Limited  
274 Common Elements and shall maintain the same in good, clean,  
275 and attractive order and repair, and shall have an easement  
276 over the entire Condominium for the purpose of carrying out  
277 these responsibilities. In addition, the Association shall be  
278 responsible for providing and maintaining all Limited Common  
279 Elements; for snow plowing all sidewalks, driveway, and  
280 parking areas; and the maintenance, repair, and replacement of  
281 all outdoor amenities, including lawns, landscaping, sidewalks,  
282 driveway, and parking areas. The Association shall be  
283 responsible for repairing and replacing when necessary any  
284 Common Elements and Limited Common Elements.

285  
286 **7.4.2 By Unit Owner.** Each Unit Owner shall be responsible for the  
287 maintenance, repair, and replacement of all other improvements  
288 constructed within the Unit (including the electrical, heating, and  
289 air conditioning systems serving such Unit, and including any  
290 ducts, vents, wires, cables, or conduits designed or used in  
291 connection with such electrical, heating, or air conditioning  
292 systems), except to the extent any repair cost is paid by the  
293 Association's insurance policy described in Section 9.1, below.  
294 Each Unit shall at all times be kept in good condition and repair.  
295 If any Unit or portion of a Unit for which a Unit Owner is  
296 responsible falls into disrepair so as to create a dangerous,  
297 unsafe, unsightly, or unattractive condition, or a condition that  
298 results in damage to the Common Elements, the Association,  
299 upon fifteen (15) days prior written notice to the Unit Owners of  
300 such Unit, shall have the right to correct such condition or to  
301 restore the Unit to its condition existing prior to the disrepair, or  
302 the damage or destruction if such was the cause of the disrepair,  
303 and to enter into such Unit for the purpose of doing so, and the  
304 Unit Owners of such Unit shall promptly reimburse the  
305 Association for the cost thereof. All amounts due for such work  
306 shall be paid within ten (10) days after receipt of written demand  
307 therefor, or the amounts may, at the option of the Association, be  
308 levied against the Unit as a Special Assessment under Section  
309 7.12, below.

311 7.4.3

**Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

331 7.5 **Common Expenses.**

332 Any and all expenses incurred by the Association in  
333 connection with the management, maintenance, repair, and replacement of the Condominium,  
334 maintenance of the Common Elements and other areas described in Section 5.4, above, and  
335 administration of the Association shall be deemed to be common expenses (collectively, "Common  
336 Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow  
337 shoveling and plowing; improvements to the Common Elements; common grounds security lighting;  
338 municipal utility services provided to the Common Elements; trash collection; and maintenance and  
339 management salaries and wages.

340 7.6 **Annual Budget, Assessment and Collection of Common Expenses:**

341 The Board shall each year, on or before June 1<sup>st</sup>, estimate the total amount of all anticipated Common Expenses  
342 and any amounts to be allocated to reserves, whether statutory or designated, and shall prepare an  
343 annual budget for the following fiscal year, taking into account any other anticipated Association  
344 expenses, the amount and source of any income other than Unit Owner assessments, surpluses, amounts  
345 in reserve (statutory or designated) and the anticipated Unit Owner assessment, and shall, on or before  
346 June 15<sup>th</sup>, notify each Unit Owner in writing as to the Unit Owner's share of such assessment. The  
347 assessment for each Unit shall be assessed to the Unit Owner in accordance with the Unit's Percentage  
348 Interest. On July 1<sup>st</sup> of the first fiscal year, and the first of each and every month of such year, each Unit  
349 Owner shall be obligated to pay the Unit Owner's assessment made pursuant to this section.

351 7.7 **Reserve for Contingencies; Special Assessments.**

352 7.7.1

353 The Board shall build up and maintain a reasonable reserve for  
354 contingencies and replacements for Common Elements;  
355

356 7.7.2 Replacement of the siding, roof, and gutters when necessary  
357 shall first be paid by levy of a special assessment.  
358

359 7.7.3 Extraordinary expenditures not originally included in the annual  
360 estimate that may become necessary during the year shall be  
361 charged first against such reserve. If said estimated cash  
362 requirement proves inadequate for any reason, including  
363 nonpayment of any Unit Owners assessment, the Board may, at  
364 any time, levy a further assessment, special or otherwise, which  
365 shall be assessed to the Unit Owners in accordance with their  
366 Percentage Interest. The Board shall serve notice of such further  
367 assessment on all Unit Owners by a statement in writing, giving  
368 the amount and reasons therefore, and such further assessment  
369 shall become effective with the first monthly maintenance  
370 payment which is due Ten (10) days after the delivery or mailing  
371 of such notice of further assessment. All Unit Owners shall be  
372 obligated to pay the adjusted monthly amount. At the time each  
373 Unit is first sold by Declarant, the initial Unit Owners shall pay,  
374 in addition to the first monthly assessment to the Association, an  
375 amount equal to three (3) times the first full monthly regular  
376 assessment for such Unit Owner, which amount shall be used  
377 and applied as an operating reserve for Common Expenses in the  
378 manner provided by the Act.  
379

380 7.8 **Budget Review.** Any proposed expenditure or action for the repair, maintenance  
381 or upkeep of the Property, or for the operation of the Property, shall be subject to review or challenge  
382 as provided under the Act.  
383

384 7.9 **Records.** The Board shall keep full and correct books recording the receipts,  
385 expenses and reserves of the Association. The books shall be available for inspection by a Unit Owner  
386 or representative of the Unit Owner identified in writing during normal business hours upon written  
387 request. The Board may require a written notice of the request to inspect the books and may levy a  
388 reasonable charge, not to exceed Twenty-five and no/100 Dollars (\$25.00), to be prepaid prior to any  
389 inspection. The Board shall furnish the Unit Owner upon written request a statement of the current  
390 amount due from the Unit Owner for any assessments.  
391

392 7.10 **Remedies for Failure to Pay Assessments:** If any Unit Owner shall default in  
393 the payment of any charge or assessment imposed by the Board, the Board shall have the authority for  
394 and on behalf of itself and the Association and as the representative of all Unit Owners, to exercise and  
395 enforce any and all rights and remedies as may be provided by the Act, by the By-Laws, this Declaration  
396 or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments.  
397

398 7.11 **General Assessments.** The Association shall levy monthly general assessments  
399 (“General Assessments”) against the Unit Owners for the purpose of maintaining a fund from which  
400 Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed  
401 in proportion to their Percentage Interests. General Assessments shall be due in advance on the first

402 day of each month, or in such other manner as the Association may set forth in the Bylaws. Any  
403 General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and,  
404 together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit  
405 on which it is assessed if a statement of condominium lien is filed within two (2) years after the  
406 assessment becomes due as provided in the Condominium Ownership Act.

407  
408 Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to  
409 General Assessments. If, however, during the period of Declarant control the General Assessments  
410 against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit  
411 (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a  
412 document to cause its Units to be subject to General Assessments, or (b) pay to the Association the  
413 amount necessary to cause the General Assessments against the Units not owned by Declarant to be  
414 reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments  
415 used to fund reserves). Furthermore, if the Association has established a statutory reserve account  
416 under Wis. Stat. § 703.163, (i) no reserve fund assessments shall be levied against any Unit until a  
417 certificate of occupancy has been issued for that Unit, and (ii) payment of any reserve fund assessments  
418 against any Unit owned by Declarant may be deferred until the earlier to occur of (a) the first  
419 conveyance of such Unit, or (b) five years from the date exterior construction of the Building in which  
420 the Unit is located has been completed.

421  
422 7.12 **Special Assessments.** The Association may, whenever necessary or appropriate,  
423 levy special assessments (“Special Assessments”) against the Unit Owners, or any of them, for  
424 deficiencies in the case of destruction or condemnation as set forth in Section 10.5 and Section 11.5,  
425 below; for defraying the cost of improvements to the Common Elements; for the collection of monies  
426 owed to the Association under any provision of this Declaration, including, without limitation, Section  
427 7.4, above, and Article 10, below, or for any other purpose for which the Association may determine  
428 a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium.  
429 Special Assessments shall be paid at such time and in such manner as the Association may determine.  
430 Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in  
431 the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute  
432 a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2)  
433 years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

434  
435 7.13 **Common Surpluses.** If the surpluses of the Association (“Common Surpluses”)  
436 should be accumulated, other than surpluses in any construction fund as described in Sections 10.6 and  
437 11.6, below, such Common Surpluses may be credited against the Unit Owners’ General Assessments  
438 in proportion to their respective Percentage Interests or may be used for any other purpose as the  
439 Association may determine.

440  
441 7.14 **Certificate of Status.** The Association shall, upon the written request of an  
442 owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any  
443 such party may conclusively rely on the information set forth in such certificate.

444  
445 7.15 **Management Services.** The Association shall have the right to enter into a  
446 management contract with a manager selected by the Association (“Manager”) under which services  
447 may be provided to the Unit Owners to create a community environment for the entire Condominium

448 community. Such services may include, without limitation, provision of activity programs, community  
449 lounges, and housekeeping services. Certain of such services may be available only on a fee-for-  
450 services basis by agreement between the Manager and individual Unit Owners. All amounts payable  
451 by the Association to the Manager under the management contract shall be chargeable to the Owners  
452 as a Common Expense. The management contract shall be subject to termination by the Association  
453 under Wis. Stat. § 703.35.

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456 **ARTICLE 8**  
457 **ALTERATIONS AND USE RESTRICTIONS**  
458

459 **8.1 Unit Alterations.** A Unit Owner may make improvements and alterations within  
460 its Unit; provided, however, that such improvements or alterations shall not impair the structural  
461 soundness or integrity or lessen the structural support of any portion of the Condominium, and do not  
462 impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of  
463 a Unit or any portion of the Common Elements without obtaining the prior written permission of the  
464 Association, which permission may be denied in the sole discretion of the Association. Any approved  
465 improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by  
466 recording a modification to this Declaration and the Condominium Plat before it shall be effective and  
467 must comply with the then applicable legal requirements for such amendment or addendum.  
468 Furthermore, any approved improvements or alterations must be accomplished in accordance with  
469 applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the  
470 other Units and the Common Elements, and must not be in violation of any underlying mortgage, land  
471 contract, or similar security interest.

472  
473 **8.1.1** A Unit Owner acquiring an adjoining part of another Unit may  
474 remove all or any part of the intervening partition wall or create  
475 doorways or other apertures therein. This may be done even if  
476 the partition wall may, in whole or in part, be a Common  
477 Element, provided that those acts do not impair the structural  
478 integrity or lessen the support of any portion of the  
479 Condominium, do not reduce the value of the Condominium,  
480 and do not impair any easement. The creation of doorways or  
481 other apertures is not deemed an alteration of boundaries.

482  
483 **8.1.2** If a Unit Owner acquires all of one (1) or more adjoining Units,  
484 the Unit Owner's Percentage Interest shall be equal to the  
485 number of Units so combined divided by the total number of  
486 Units, and as otherwise provided in Section 5.1, above.

487  
488 **8.2 Separation, Merger, and Boundary Relocation.** Boundaries between Units  
489 may be relocated upon compliance with § 703.13(6) of the Condominium Ownership Act and with the  
490 prior written consent of the Association. A Unit may be separated into two (2) or more units only upon  
491 compliance with § 703.13(7) of the Condominium Ownership Act and with the prior written consent  
492 of the Association. Furthermore, two (2) or more Units may be merged into a single unit only upon  
493 compliance with § 703.13(8) of the Condominium Ownership Act and with the prior written consent

494 of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no  
495 Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest  
496 in the Unit or Units affected.

497  
498 Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units  
499 shall provide to the Association for review complete plans and specifications for the relocation,  
500 separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural  
501 engineer or professional engineer specializing in structural engineering certifying that the alteration  
502 described by the plans and specifications will not impair the structural integrity or strength of the  
503 building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger  
504 shall pay the Association's cost of application review and documentation, including, without limitation,  
505 any and all engineering, surveying, and legal fees incurred by the Association in considering such  
506 application and preparing any documentation, whether or not the application is ultimately approved.  
507 Where any boundary relocation, unit separation, or merger would require the approval of the  
508 municipality in which the Condominium is located, the applicant shall obtain such approval. The  
509 Association may recover any unpaid costs by imposing a Special Assessment against the applicant's  
510 Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be  
511 reallocated as follows:

512  
513 8.2.1 In the case of a boundary relocation, the Percentage Interests that  
514 were formerly appurtenant to the Units whose boundaries are  
515 being adjusted shall be determined as follows: for each resulting  
516 Unit ("Resulting Unit"), the Percentage Interests of the two (2)  
517 Units whose boundary is being relocated shall be added together,  
518 and multiplied by a fraction, the numerator of which is the  
519 square footage of the Resulting Unit, and the denominator of  
520 which is the square footage of both Resulting Units. The  
521 product is the new Percentage Interest for the Resulting Unit.  
522 Furthermore, votes in the Association that were formerly  
523 appurtenant to the Units whose boundaries are being adjusted  
524 shall be reallocated in the same manner.

525  
526 8.2.2 In the case of a Unit separation, the Percentage Interests  
527 appurtenant to each Resulting Unit shall be determined as  
528 follows: for each Resulting Unit, the Percentage Interest in the  
529 original Unit from which the Resulting Unit is created ("Original  
530 Unit") shall be multiplied by a fraction, the numerator of which  
531 is the total square footage of the Resulting Unit, and the  
532 denominator of which is the total square footage of all Resulting  
533 Units that were originally part of the Original Unit. The product  
534 shall be the new Percentage Interest for the Resulting Unit.  
535 Furthermore, votes in the Association that were formerly  
536 appurtenant to the Original Unit that are to be assigned to the  
537 Resulting Units shall be reallocated in the same manner.

538



585 provided under the Declaration, the Articles, the Bylaws and the  
586 Rules and Regulations, the right to evict the tenant and/or  
587 terminate the lease should any such violation continue for a  
588 period of ten (10) days following delivery of written notice to the  
589 tenant specifying the violation.  
590

591 The Association may withhold approval upon any reasonable basis, including, but not  
592 limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles,  
593 the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all  
594 provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use  
595 by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or  
596 objectionable to the Association or other occupants of the Condominium by reason of noise, odors,  
597 vibrations, or nuisance.  
598

599 During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit  
600 shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all  
601 provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall  
602 be responsible for securing such compliance from the tenants of the Unit. The Association may require  
603 that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions  
604 against leasing contained in this Section 8.5 shall not apply to leases of the Units by the Declarant or  
605 leases of the Units to the Association, and may not be amended to impose further restrictions on the  
606 right to lease or be deleted without the prior written consent of the Declarant.  
607

608 **8.6 Signs.** No sign of any kind shall be displayed to the public view on any Unit  
609 without the prior written consent of the Association and, if Declarant owns at least one Unit, the  
610 Declarant. Each Building shall have its Unit number posted on the exterior thereof by the Association.  
611

612 **8.7 Garbage and Refuse Disposal.** No Unit shall be used or maintained as a  
613 dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in  
614 containers. The community dumpster is for use by Unit Owners for everyday garbage and waste.  
615

616 **8.8 Storage.** No outdoor storage of disabled vehicles or any other personal property  
617 shall be permitted. No firewood or wood pile shall be kept outside a structure. No vehicles shall be  
618 parked on any yard or private drive at any time. All vehicles shall be parked within the Unit, or  
619 temporarily and not overnight in the area in front of the Unit Owner's Unit.  
620

621 **8.9 Pets.** Pets are permitted in accordance with the current applicable Rules and  
622 Regulations.  
623

624 **8.10 Landscaping.** Unit Owners may not plant any decorative plants, vegetables, and  
625 shrubbery outside of their Unit.  
626

627 **8.11 Use of Units by Declarant.** Notwithstanding anything else contained in this  
628 Declaration, the Declarant shall be entitled to use all Units owned by the Declarant as models and for  
629 sales and leasing activities, and the Declarant reserves the right to erect signs or other entryway features  
630 at the entrances, including, without limitation, landscaping, to the Condominium and to erect

631 appropriate signage on the exterior of the Buildings and elsewhere relating to the sale or leasing of  
632 Units.

633  
634 **ARTICLE 9**  
635 **INSURANCE**  
636

637 9.1 **Fire and Extended Loss Insurance.** The board of directors of the Association  
638 shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements,  
639 and for the Association's service equipment, supplies and personal property. Each Unit Owner shall  
640 obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the  
641 Unit, including, without limitation, the Building, and all improvements located therein for not less than  
642 the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed  
643 and adjusted by the board of directors of the Association from time to time to ensure that the required  
644 coverage is at all times provided. The insurance maintained by the Association shall be written on the  
645 Condominium's Common Elements in the name of the Association as insurance trustee for the  
646 individual Unit Owners in their respective percentage interests in the Common Elements, and may list  
647 each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard  
648 mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association,  
649 as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums  
650 for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part  
651 of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association,  
652 as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article 9,  
653 below.

654  
655 9.2 **Public Liability Insurance.** The board of directors of the Association shall  
656 obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers,  
657 directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership,  
658 or use of the Common Elements. Liability coverage shall be for at least One Million Dollars  
659 (\$1,000,000.00) per occurrence for personal injury and/or property damage or such higher limit as may  
660 be adopted from time to time by the Association. The insurance coverage shall be written on the  
661 Condominium in the name of the Association as insurance trustee for the Association, its directors and  
662 officers, and for the individual Unit Owners in their respective percentage interests in the Common  
663 Elements. Such insurance policy shall contain a "severability of interest" or cross-liability  
664 endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the  
665 negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be  
666 Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

667  
668 9.3 **Fidelity Insurance.** Subsequent to the sale by Declarant of the first Unit, the  
669 Association shall require or maintain fidelity coverage against dishonest acts by any person responsible  
670 for handling the funds belonging to or administered by the Association. The Association shall be  
671 named insured and the insurance shall be in an amount of not less than fifty (50) percent of the  
672 Association's annual operating expenses and reserves. All premiums for such insurance shall be  
673 Common Expenses.

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675 9.4 **Mutual Waiver of Subrogation.** Nothing in this Declaration shall be construed  
676 so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right



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10.1.2

**Damage Equal to or Greater than Five Percent (5%) of Replacement Cost; Insurance Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

10.1.3

**Damage Equal to or Greater than Five Percent (5%) of Replacement Cost; Insurance Not Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.1.3 shall be deemed to be consent to subject the Condominium to an action for partition.

10.2 **Plans and Specifications.**

Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the

769 damaged Units authorized the variance. If a variance is authorized from the maps, plans, and  
770 specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded  
771 by the Association setting forth such authorized variance.

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773           10.3   **Responsibility for Repair.** In all cases after a casualty has occurred to the  
774 Condominium (except as otherwise provided in Section 9, above), the Association has the responsibility  
775 of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to  
776 rebuild or repair.

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778           10.4   **Insurance Proceeds and Construction Fund.** Insurance proceeds held by the  
779 Association as trustee pursuant to Section 9.1, above, shall be disbursed by the Association for the  
780 repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees  
781 shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a  
782 surplus of insurance proceeds after the damaged portion of the Condominium has been completely  
783 restored or repaired as set forth in Section 10.6, below.

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785           10.5   **Assessments for Deficiencies.** If the proceeds of insurance are not sufficient  
786 to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made  
787 against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such  
788 assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's  
789 Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the  
790 Unit Owners and Mortgagees involved.

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792           10.6   **Surplus in Construction Funds.** All insurance proceeds, condemnation awards,  
793 and Special Assessments held by the Association as trustee for the purpose of rebuilding or  
794 reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall  
795 be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are  
796 insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of  
797 reconstruction or repair, such balance shall be divided among the Unit Owners according to their  
798 respective Percentage Interests.

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800           10.7   **Partition and Sale Upon Consent.** If following damage or destruction  
801 described in Section 10.1.3, above, the Unit Owners having seventy-five percent (75%) or more of the  
802 votes consent to subject the Condominium to an action for partition, the Association shall record with  
803 the office of the Register of Deeds for Sauk County, Wisconsin, a notice setting forth such facts, and  
804 upon the recording of such notice, the Condominium shall be subject to an action for partition, in which  
805 event the net proceeds of sale together with any amounts held by the Association as Construction Funds  
806 shall be considered as one (1) fund and shall be divided among the Unit Owners according to the  
807 Percentage Interest that is appurtenant to each Unit.

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809           10.8   **Mortgagees' Consent Required.** No approval, consent, or authorization given  
810 by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if  
811 any) holding the first lien against the Unit

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**ARTICLE 11  
CONDEMNATION**

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

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11.1.1 If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

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11.1.2 If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.2. below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

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11.1.3 If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.2, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

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11.1.4 If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

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11.2 **Determination to Reconstruct Condominium.** Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

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11.3 **Plans and Specifications for Condominium.** Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

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11.4 **Responsibility for Reconstruction.** In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be



906 of, any of the provisions of this Declaration, the Articles, or  
907 Bylaws or any rules and regulations by the Unit Owner whose  
908 Unit is subject to the mortgage or land contract.  
909

910 12.1.3 Any physical damage to the Condominium in an amount  
911 exceeding five percent (5%) of its replacement value.  
912

913 12.2 **Amendment of Provisions Affecting Mortgages.** Notwithstanding the  
914 provisions of Article 13 of this Declaration, neither Section 12.1, above, nor any section of this  
915 Declaration requiring the approval of any Mortgagee to any action shall be amended unless all  
916 Mortgagees have given their prior written approval.  
917

918 12.3 **Owners of Unmortgaged Units.** Whenever any provision contained in this  
919 Declaration requires the consent or approval (whether by vote or in writing) of a stated number or  
920 percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be  
921 considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.  
922

923 12.4 **Condominium Liens.** Any Mortgagee who obtains title to a Unit under the  
924 remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be  
925 liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date  
926 on which the holder acquired title.  
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929 **ARTICLE 13**  
930 **AMENDMENT**  
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932 Except as otherwise provided by the Condominium Ownership Act, or as otherwise  
933 provided in this Declaration, this Declaration may be amended with the written consent of not less than  
934 the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held  
935 by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first  
936 mortgagee of such Unit. So long as Declarant owns any Unit, the consent in writing of Declarant, its  
937 successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of  
938 Declarant as contained in this Declaration. Copies of amendments shall be certified by the president  
939 and secretary of the Association in a form suitable for recording. A copy of the amendment shall be  
940 recorded in the Office of the Register of Deeds for Sauk County, Wisconsin, and a copy of the  
941 amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with  
942 the Association. Until the initial conveyance of all Units, this Declaration may be amended by  
943 Declarant alone for purposes of clarification and correction of errors and omissions.  
944

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946 **ARTICLE 14**  
947 **REMEDIES**  
948

949 The Association shall have the sole right to enforce the provisions hereof or any of its  
950 orders by proceedings at law or in equity against any person or persons violating or attempting to violate  
951 any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both,

952 for a period that shall include thirty (30) days from the date of the filing with the Association of a  
953 petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing,  
954 petitioning the Association to redress the violation or attempted violation of any of the provisions of  
955 this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and  
956 several. Nothing herein shall be deemed to limit the rights of the City of Reedsburg to enforce any  
957 zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the  
958 requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for  
959 the consideration of the petition by the Association and if the Association denies or fails to act upon  
960 the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner  
961 shall have the right to enforce the provisions hereof (except for the collection of charges and  
962 assessments under Article 7, above), to the extent that he or she shall so have petitioned, by proceedings  
963 at law or in equity against any person or persons violating or attempting to violate the provisions of this  
964 Declaration, either to restrain the violation or to recover damages, or both; provided, however, that any  
965 such person shall be a Unit Owner and commence such proceedings against such other person or  
966 persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition,  
967 or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the  
968 Association.

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970 The Association or the petitioning Unit Owner(s), as the case may be, shall have the  
971 right to recover court costs and reasonable attorney fees in any successful action brought against another  
972 Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected  
973 by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the  
974 owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit  
975 Owner fails to comply with the terms and conditions of this Declaration, and such failure continues  
976 beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit  
977 Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten  
978 (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of  
979 the Association, levy such amounts against the Unit as a Special Assessment under Article 7, above.  
980 In addition to all other remedies available to the Association, the Association shall have the right to  
981 collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration,  
982 the Articles, or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such  
983 violation continues in such amount as is from time to time set forth in the Bylaws or Rules and  
984 Regulations.

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987 **ARTICLE 15**  
988 **GENERAL**  
989

990 15.1 **Utilities.** Each Unit Owner shall pay for his or her own telephone, electricity and  
991 other utilities which are separately metered or billed to each user by the respective utility company.  
992 Utilities which are not separately billed or metered shall be treated as part of the Common Expenses.  
993

994 15.2 **Utility Easements.** The Declarant hereby reserves for the Association  
995 acting by and in the discretion of its board of directors, the rights to grant to the City of Reedsburg,  
996 or public or semi-public utility companies, easements and rights-of-way for the erection,  
997 construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of

998 electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains,  
999 water pipes and mains, and similar services and for performing any public or quasi-public utility  
1000 function that the board of directors may deem fit and proper for the improvement and benefit of the  
1001 Condominium. Such easements and rights-of-way shall be confined, so far as possible in  
1002 underground pipes or other conduits, with the necessary rights of ingress and egress and with the  
1003 rights to do whatever may be necessary to carry out the purposes for which the easement is created.  
1004

1005           **15.3 Right of Entry.** By acceptance of a Condominium Deed, each Unit Owner  
1006 shall have granted a right of entry and access to its Unit and Building to the Association to correct  
1007 any condition originating in its Unit or Building and threatening another Unit or the Common  
1008 Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in  
1009 the Condominium, and to maintain and repair Common Elements and other areas as described in  
1010 Section 7.4, above. Such entry shall be made with prior notice to the Unit Owners, and shall be  
1011 scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency  
1012 when injury or property damage will result in delayed entry. Such entry shall be done with as little  
1013 inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by  
1014 the Association and treated as a Common Expense, except as allocable to an individual Unit or  
1015 Units for cause in the discretion of the board of directors.  
1016

1017           **15.4 Notices.** All notices and other documents required to be given by this  
1018 Declaration or by the Bylaws of the Association shall be sufficient if given to one registered owner  
1019 of a Unit regardless of the number of owners who have an interest therein. Notices and other  
1020 documents to be served upon Declarant shall be given to the agent for service of process specified  
1021 in Section 15.6, below. All owners shall provide the secretary of the Association with an address  
1022 for the mailing or service of any notice or other documents and the secretary shall be deemed to  
1023 have discharged his or her duty with respect to the giving of notice by mailing it or having it  
1024 delivered personally to such address as is on file with him or her.  
1025

1026           **15.5 Severability.** The provisions hereof shall be deemed independent and  
1027 severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion  
1028 thereof shall not affect the validity or unenforceability of the remaining portion of said provision or  
1029 of any other provision hereof.  
1030

1031           **15.6 Access to Condominium by Declarant and Owners of Unbuilt Units.**  
1032 During any period in which (a) Declarant is constructing any Building or other improvements on the  
1033 Property; (b) all Unit Owners of units within a Building are constructing such Building and Limited  
1034 Common Elements appurtenant to such units; or (c) Declarant is replacing or repairing any  
1035 Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the  
1036 case may be, and their respective contractors, subcontractors, agents, and employees, shall have an  
1037 easement for access to all parts of the Condominium as may be required in connection with the  
1038 work.  
1039

1040           **15.7 Resident Agent.** The name and address of the resident agent under Wis. Stat.  
1041 § 703.23 is Devin Coyle, 1124 Quinn Drive, Waunakee, WI 53597 . The resident agent may be  
1042 changed by the Association in any manner permitted by law.  
1043

1044                   15.8    **Assignment of Declarant's Rights**. The rights, powers, and obligations of  
1045 the party named as "Declarant" may be assigned by a written, recorded amendment to any other  
1046 party who assumes such rights, powers and obligations. Upon the recording of any such  
1047 amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all  
1048 such rights, powers and obligations. Such amendment need be signed only by the assignor and  
1049 assignee named therein.

1050  
1051                   15.9    **Conflicts**. If a conflict exists among any provisions of this Declaration, the  
1052 Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles,  
1053 Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and  
1054 Regulations; and the Bylaws shall prevail over the Rules and Regulations.  
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IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first written above.

DECLARANT:

SHOP SPACE WISCONSIN LLC, a Wisconsin limited liability company

By: *Devin Coyle*  
Devin Coyle, Director

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Sauk )

Personally came before me this 16<sup>th</sup> day of December, 2024, the above-named Devin Coyle, a Director of Shop Space Wisconsin LLC, who acknowledged the foregoing document for the purposes recited therein on behalf of said limited liability company.

*Melody A. Rehr*  
Notary Public, Sauk County, Wisconsin  
My Commission Expires: 06-08-2025



This instrument was drafted by:  
Theodore N. Johnson, Esq.  
GODFREY, LEIBSLE, BLACKBOURN &  
HOWARTH, S.C.  
354 Seymour Court  
Elkhorn, Wisconsin 53121  
Telephone: (262) 723-3220  
Facsimile: (262) 723-5121

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot One (1) of Certified Survey Map No. 7493 as recorded in Volume 49 of Certified Survey Maps on Page 7493, as Document No. 1265612, located in and being part of Southeast Quarter of the Southwest Quarter (SE1/4-SW1/4), Section Twelve (12), Township Twelve (12) North, Range Four (4) East, City of Reedsburg, Sauk County, Wisconsin.

*For Informational Purposes Only, the above described lands are designated with the following:*  
Tax ID Number: 276 2245-11000 (Parent)

Property Address: Vacant Land on South Wengel Drive, Reedsburg, WI 53959

**EXHIBIT B**  
**CONDOMINIUM PLAT**



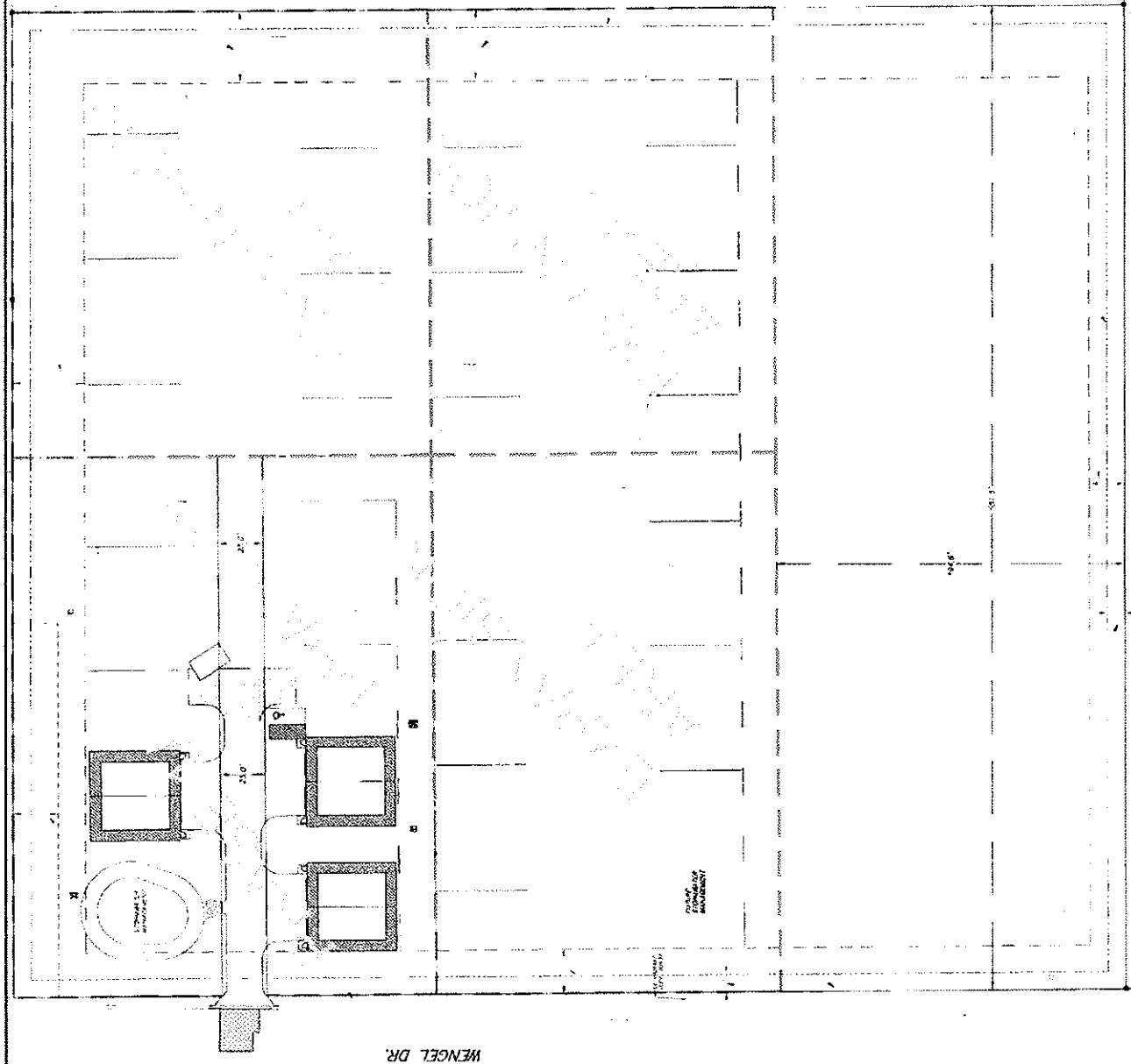
**EXHIBIT C**

**EXPANSION AREA- DEPICTION**

**Verbicher**  
 ARCHITECTS ENGINEERS DESIGNERS

**SITE PLAN LEGEND**  
 PROPERTY BOUNDARY  
 PROPOSED CONCRETE  
 PROPOSED ASPHALT  
 PHASE BOUNDARY  
 GRAVE

PHASE	ACRES
PHASE 1	1.63
EXPANSION AREA 2	1.33
EXPANSION AREA 3	1.33
EXPANSION AREA 4	1.10



**EXHIBIT D**  
**OPERATION AND MAINTENANCE PLAN**

See Attached.

**BUSINESS PARK CONDOMINIUMS, REEDSBURG, WI  
LONG-TERM STORMWATER MANAGEMENT  
MAINTENANCE PROVISIONS**

---

**SITE NAME**

Reedsburg Business Park Condominiums

**PROPERTY LEGAL DESCRIPTION**

SW ¼ NE ¼ Section 02 Township 12N Range 4E City of Reedsburg, Sauk County, Wisconsin

**RESPONSIBLE PARTY**

Owner and its successors and assigns are responsible for satisfying the provisions of this agreement throughout the duration of construction. Upon completion of all construction phases and accepted by the City of Reedsburg, the Owner will own all stormwater system facilities. The landowner is responsible for satisfying the provisions of this agreement throughout the plat for the duration of the construction period.

**PERMANENT COMPONENTS OF THE STORMWATER SYSTEM**

The stormwater system consists of the following components:

- + (1) Bioretention Basin
- + Storm Sewer & Outlets

**INSPECTION AND MAINTENANCE**

All components of the stormwater system shall be inspected at least semiannually in early Spring and early Autumn. Repairs will be made whenever the performance of a stormwater control structure is compromised.

**PROHIBITIONS**

**BIORETENTION BASIN/RAIN GARDEN**

Owner shall install a Bioretention Basin in accordance with plans approved by City Engineer. Bioretention for infiltration shall also be installed in accordance with WDNR Conservation Practice Standard #1004. Owner shall maintain records of installation, inspections, cleaning and any other maintenance all in accordance with the City of Reedsburg applicable ordinance. Visual Inspection of the Bioretention Basin shall be performed, at a minimum, twice annually. Maintenance shall be required when the system shows standing water beyond 72 hours of a rain event. Cleaning shall consist of removal of sediment, two (2) foot undercut, undercut replacement with material consisting of 30% compost and 70% sand and restoration in-kind. Restoration of plant material shall be by plugging, not seeding alone. Regular mowing is prohibited in Bioretention Basin, except that vegetation shall be cut down and removed once a year in the spring or fall. Mowing height shall be 6 inches in height or higher to promote filtration. Mowing shall occur infrequently (ideally twice annually) in order to retain taller vegetation. Snow shall not be dumped directly onto the infiltration surface. Pedestrian traffic is prohibited from crossing basin. All vehicular or equipment is prohibited from driving onto or across basin. Any alterations to the approved Bioretention Basin shall be approved by the City Engineer. The owner shall maintain records of installation, inspections, cleaning, replacement, and any other maintenance of the Bioretention Basin all in accordance with the City of Reedsburg applicable ordinance.

**STORM SEWER & OUTLETS**

- Visual inspection of components shall be performed, and debris removed from inlets and storm sewer manholes.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Rip-rap shall be replaced as necessary.
- Repairs must restore the component to the specifications of the original plan.

**SIGNATURE**

The undersigned agrees to the provision set forth in this agreement.

For the Landowner/Developer:

Devin Coyle  
Name

Manager  
Title

8/7/24  
Date

For the Municipality:

Tom T. Glin  
Name

DPW/City Engineer  
Title

10-14-2024  
Date