

712734
Document Number

Clarifications to Acadia Ave
West Bend, WI Condominium
disclosure materials
Document Title

Document # 1631375
WASHINGTON COUNTY WISCONSIN
2026-04-02 12:56:00 PM

Lisa Budish

LISA BUDISH
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: \$30.00

Return via MAIL (REGULAR)
Pages: 5

Recording Area

5

Name and Return Address

Barbara Sauer
780 Acadia Ave
West Bend, WI
53095

Acadia Avenue Condominium Disclosure
materials #712734-Document number

(1) The land which is subject of this Declaration
is described as follows:

Lots Two (2) and Three (3) of Block One (1) in
SCHOENENHOF, part of the South west,
Fractional $\frac{1}{4}$ of the Southwest Fractional
 $\frac{1}{4}$ of Section 18, Town 11 North, Range 20 East,
City of West Bend, Washington County,
Wisconsin.

(2) The land on which this condominium may
be expanded is described as follows:

Lot One (1) of Block One (1) and Lots Two (2),
Three (3) and Four (4) of Block Two in
SCHOENENHOF, part of the Southwest Fractional
 $\frac{1}{4}$ of the Southwest Fractional $\frac{1}{4}$ of Section 18, town 11 North,
Range 20 East, City of West Bend, Washington County, Wisconsin.

Parcel Identification Number (PIN)

Unit Identification

Street Address

Tax Key No.

D-I

770 Acadia Ave.

7652-1

D-II

772 Acadia Ave.

7652-2

E-I

780 Acadia Ave.

7651-1

E II

782 Acadia Ave

7651-2

Drafted by Barbara Sauer

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

1 (from Page 1-13 in the original Declaration)

ARTICLE X Now states:

Section 10.01 Insurance by association

The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property [as defined in 703.02(14) of the Act] against loss or damage by fire or other hazard and against liability claims. The amount of protection and types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. The insurance provided by the Association shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provide, however, that no owner shall be entitled to exercise his or her right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 10.02 Assessment of Premiums.

Premiums for policies of insurance obtained by the Association shall be common expenses assess-established by Section 4.02 of this Declaration. The cost of insurance is included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.05 of this Declaration which is payable on a monthly basis.

Section 10.3 Coverage.

The Association shall provide the following typer of insurance coverage:

- (1) **Property insurance** The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.02 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risks) endorsement. To the extent possible, such insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time.
- (2) **Liability Insurance** Public liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.
- (3) **Workers Compensation** Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.
- (4) **Other Insurance** The Board of Directors may provide such other insurance as it determines is necessary of desirable.

Section 10.4 Use of proceeds.

Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Deletion of Sections

The previous Sections 10.01, 10.02, 10.03, 10.04, have been decided by the Association and its members, are no longer applicable. Obtaining insurance for an entire Association, has become extremely difficult if not impossible to find. Therefore, each unit owner shall provide their own insurance for their unit, inside and outside. Liability will be each unit owner's responsibility as well as any additional insurance the unit owner my want to purchase. No Workers Compensation will be provided by the Association. Any claims made will be by the unit owner and the unit owner will receive any compensation paid by the insurance company.

Before, Section 10.5 and Section 10.6 will remain as printed in the Declaration (see below)

Section 10.05 Insurance by Unit Owners

Unit owners shall be responsible to provide policies of insurance covering their respective unit and following items:

- (1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the fixtures, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.
- (2) Public liability coverage to the extent not insured by the liability insurance carried previously by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.06 Limitation on Liability.

No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

Signature by the unit owner designates an agreement of the statement of deletion of Sections 10.01, 10.02, 10.03, 10.04 from the Disclosure Material of Acadia Avenue Condominium.

Signed _____
770 Acadia Avenue, West Bend, WI 53095

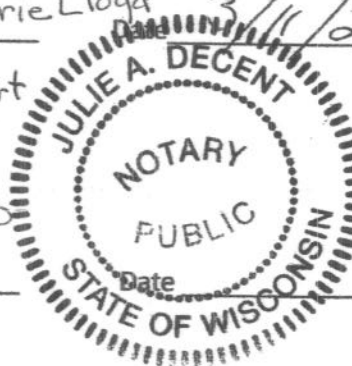
Date _____

Notary _____

Signed Margorie Lloyd Margorie Lloyd
772 Acadia Avenue, West Bend, WI 53095

Date 3/11/26

Notary Julie A. Decent 3/11/26
ID # 62676 Exp 01/04/2030



Signed _____
780 Acadia Avenue, West Bend, WI 53095

Date _____

Notary _____

Signed _____
782 Acadia Avenue, West Bend, WI

Date _____

Notary _____

Therefore, Section 10.5 and Section 10.6 will remain as printed in the Declaration (see below)

Section 10.05 Insurance by Unit Owners

Unit owners shall be responsible to provide policies of insurance covering their respective unit and following items:

- (1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the fixtures, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.
- (2) Public liability coverage to the extent not insured by the liability insurance carried previously by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.06 Limitation on Liability.

No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

Signature by the unit owner designates an agreement of the statement of deletion of Sections 10.01, 10.02, 10.03, 10.04 from the Disclosure Material of Acadia Avenue Condominium.

Signed Katherine (Kathy) Keehn
770 Acadia Avenue, West Bend, WI 53095
Katherine (Kathy) Keehn

Date 2/18/2026

ID # 266936

Exp. 1-8-2030

Notary [Signature]



Signed _____
772 Acadia Avenue, West Bend, WI 53095

Date _____

Notary _____

Signed _____
780 Acadia Avenue, West Bend, WI 53095

Date _____

Notary _____

Signed _____
782 Acadia Avenue, West Bend, WI

Date _____

Notary _____

Therefore, Section 10.5 and Section 10.6 will remain as printed in the Declaration (see below)

Section 10.05 Insurance by Unit Owners

Unit owners shall be responsible to provide policies of insurance covering their respective unit and following items:

- (1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the fixtures, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.
- (2) Public liability coverage to the extent not insured by the liability insurance carried previously by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.06 Limitation on Liability.

No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

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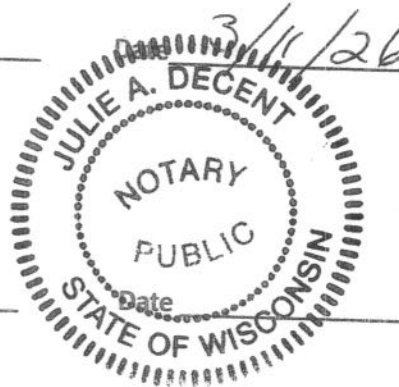
Signed _____
770 Acadia Avenue, West Bend, WI 53095

Date _____

Notary _____

Signed Margaret Lloyd
772 Acadia Avenue, West Bend, WI 53095

Notary Julie A. Decent 3/11/26
DPOA



Signed _____
780 Acadia Avenue, West Bend, WI 53095

Notary _____

Signed _____
782 Acadia Avenue, West Bend, WI

Date _____

Notary _____

Therefore, Section 10.5 and Section 10.6 will remain as printed in the Declaration (see below)

Section 10.05 Insurance by Unit Owners

Unit owners shall be responsible to provide policies of insurance covering their respective unit and following items:

- (1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the fixtures, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.
- (2) Public liability coverage to the extent not insured by the liability insurance carried previously by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.06 Limitation on Liability.

No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

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Signed _____
770 Acadia Avenue, West Bend, WI 53095

Date _____

Notary _____

Signed _____
772 Acadia Avenue, West Bend, WI 53095

Date _____

Notary _____

Signed Barbara Sauer
780 Acadia Avenue, West Bend, WI 53095
Barbara Sauer

Notary Lori Bottoni
Lori Bottoni, ID 258048 My commission expires 03-19-26



Signed Gregory Blommel
782 Acadia Avenue, West Bend, WI
Gregory Blommel

Date Feb 24, 2026

Notary [Signature]

My commission Expires 12-28-2026
ID # 169397

Appeared before me Gregory
G. Blommel 2-24-2026