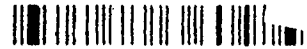


DECLARATION OF WINGATE COVE CONDOMINIUMS

Document Number

Document Title

DOC#: 88203

Recorded
APR. 11, 2001 AT 01:45PMDOROTHY C. GONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$92.00

Recording Area

Name and Return Address

WILLIAM E. PASCHKE, JR.
2415B WALNUT GROVE CT.
BROOKFIELD, WI 53005

Parcel Identification Number (PIN)

Lot One (1) of Certified Survey Map No. 5237, Recorded in the Washington County Registry on June 8, 2000 at 11:00 a.m. in Volume 36 of Certified Survey Maps, on pages 351-355, as Document No. 858027, located in part of the NE 1/4 of the SE 1/4 of Section 7, Town 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin, excepting therefrom those portions thereof, if any, dedicated to the City of West Bend for public purposes and road purposes.

DRAFTED BY ATTY. PHILLIP J. ECKERT
AT O'MEARA LAW FIRM, LLP
622 ELM STREET, WEST BEND, WI 53095

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DECLARATION
WINGATE COVE CONDOMINIUMS
WEST BEND, WISCONSIN

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by William E. Paschke, Jr., hereinafter referred to as "Declarant".

ARTICLE I
ESTABLISHMENT

Section 1.01 - Intent. The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration and the By-Laws of the association of unit owners created under Article XII of this Declaration (hereinafter the "Association").

Section 1.02 - Name and Address. The name by which this condominium shall be known is "Wingate Cove Condominiums" and its street addresses are as set forth in Exhibit A of this Declaration.

Section 1.03 - Description of Land. The land which is the subject of this Declaration is described as follows:

Lot One (1) of Certified Survey Map No. 5237 recorded in Volume 36 of Maps, pages 351 through 355 as Document No. 858027, Washington County Register of Deeds.

Section 1.04 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County, a condominium plat entitled "Wingate Cove Condominiums, consisting of GNE (1) sheet, certified on APRIL 4, 2001, by JAMES R. ELDER S-902. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.05 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the sole purpose of recording the actual location of any unit or any building or other common

element improvement, the planned location of which was shown on the original plat, and for the purpose of recording the location of units created by the Declarant pursuant to Article XIV of this Declaration.

Section 1.06 - Developer's Agreement. The condominium property is subject to the terms and conditions of that certain Developer's Agreement entered into by and between William E. Paschke, Jr., and the City of West Bend and recorded in the Washington County Registry as Document No. 858026.

ARTICLE II **CONDOMINIUM BUILDING**

Section 2.01 - Location of Building. The buildings are located on the property as depicted on the condominium plat.

Section 2.02 - Building Identification System. The buildings containing the condominium living units have been assigned a post office street address and tax key numbers. See Exhibit A.

Section 2.03 - Description of Building. The buildings will be single units and will be substantially the same in size, style and configuration. (The method and materials of construction have not been finalized.) Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE III **CONDOMINIUM UNITS**

Section 3.01 - Number of Units. The condominium, when completed, will have a total of 17 units.

Section 3.02 - Unit Defined. A condominium unit is that portion of a building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or enclosed spaces on one or more levels and having outer boundaries formed:

- (i) as to finished areas, by and including the interior surface materials (i.e., drywall, paneling, tiling and floor coverings) of the perimeter and internal structural walls, floors and ceilings; and
- (ii) as to any unfinished areas (such as garage), by the following:
 - (a) upper boundaries shall be the horizontal plane created by the undersurface of the ceiling/floor joists or the undersurface of the chords of the roof trusses, as the case may be;

- (b) lower boundaries shall be the upper surface of the basement floor; and
- (c) vertical boundaries shall be the vertical plane created by the inner surface of perimeter and structural walls.

Each unit includes its attached garage, windows, window frames, entry doors, door frames and unit fixtures. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.05 of this Declaration.

Section 3.03 - Description of Units. Each unit contains approximately 1357 square feet of living space. Units include kitchen, 2 bedrooms, 2 bathrooms, living room, storage area and attached garage. Details of the unit floor plans are available for inspection at the office of the Declarant or the Association. (This is subject to change based upon final design.)

Section 3.04 - Unit Fixtures. Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include the following: interior non-load bearing walls, interior doors, cabinetry, electric wiring and lighting fixtures, wall to wall floor coverings, plumbing fixtures and pipes, heating and air conditioning systems, water heater, exhaust fans and such other built-in or permanent improvements or appliances which may be within the unit.

Section 3.05 - Unit Identification System. Each unit has a unit identification number, a street address and a real estate tax key number as set forth in Exhibit A to this Declaration. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes.

Section 3.06 - Completion of Units. All units, whether owned by the Declarant or a successor to the Declarant, shall be constructed and completed within 5 years of the date this Declaration is recorded. Units not completed within said 5 years shall be removed from the condominium in accordance with the Act unless the time period is extended in accordance with the Act.

Section 3.07 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.04 of this Declaration.

Section 3.08 - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding that unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the soundproofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE IV
COMMON ELEMENTS AND FACILITIES

Section 4.01 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration. The common elements include, without limitation, the following:

- (1) the land described in Section 1.03 of this Declaration;
- (2) the building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, foundations, structural support systems, exterior finish materials, entry stoops, porches, decks, patios, exterior entrance doors, windows, and garage doors;
- (3) the electric, telephone, communication, gas, water, sanitary sewer and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls and which are not owned and maintained by a public or private utility company;
- (4) the driveways, sidewalks, private roadways and exterior lighting fixtures;
- (5) the lawn and landscape areas and improvements; and
- (6) all other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners;

Some common elements may, depending upon their location and use, be classified as Type-I or Type-II limited common elements under Article V of this Declaration.

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/17th equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

Section 4.03 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.04 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is

terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE V

LIMITED COMMON ELEMENTS

Section 5.01 - Type-I Limited Common Elements. Certain common elements which are contiguous to a unit shall be known as Type-I limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

- (1) those common areas, if any, identified as limited common areas on the condominium plat;
- (2) the electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the service board or service connection to and within each unit;
- (3) patios immediately adjacent to and having access directly from a unit;
- (4) such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit;

Section 5.02 - Type-II Limited Common Elements. Certain common elements which are contiguous to a building or which otherwise relate to the use and occupancy of the building shall be known as Type-II limited common elements and shall be reserved for the exclusive use and benefit of the occupants of the building. They include, without limitation, the following:

- (1) those common elements, if any, identified as Type-II limited common elements on the condominium plat;
- (2) the electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the utility or public easement, or from the point of separation to each building (as the case may be), to the service board or service connection in the building;
- (3) the portions of each building not included within the definition of a unit;
- (4) the Certified Survey Map lot upon which the building is located;
- (5) the driveways and sidewalks;
- (6) shrubbery and other landscaping improvements which are located within the Certified Survey Map lot; and

- (7) such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building;

Section 5.03 - Transfers. The use of limited common elements shall not be separated from the unit to which such use appertains and shall be deemed transferred with the unit when it is leased, conveyed or encumbered, even though such interest is not expressly mentioned or described in the conveyance instrument.

ARTICLE VI **REPAIRS AND MAINTENANCE**

Section 6.01 - Common Elements. The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements (including the Type-I and Type-II limited common elements) and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.04 of this Declaration.

Section 6.02 - Individual Units. Each unit owner shall be responsible to maintain his or her unit in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures.

Section 6.03 - Limitations on Changes. No unit owner shall alter the floor plan or otherwise modify his/her unit without first obtaining, during the period of Declarant control as defined in Section 12.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement.

Section 6.04 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE VII ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.02 - Common Expenses. Common expenses are defined as follows:

- (1) all sums lawfully assessed against the unit owners by the Association for the management, control, maintenance, repair and replacement of common elements;
- (2) expenses declared common expenses by the Act, by this Declaration or the By-Laws;
- (3) amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements (including Type-I and Type-II limited common elements such as building roofs, driveways and parking lots, other building components and landscaping improvements). The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.03 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.02 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owner responsible therefor as a special charge.

Section 7.04 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for the maintenance, repair or replacement of Limited common elements in accordance with Section 6.01 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge. Penalties assessed by the Board of Directors for infractions of Association rules and regulations and pet registration fees shall also be special charges.

Section 7.05 - Annual Assessments. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment

which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 7.06 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration.

Section 7.07 - Special Assessments. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or unpredicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for which the same was levied.

Section 7.08 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.02 of this Declaration.

Section 7.09 - Covenant to Pay. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.10 - Liability for Assessments upon Conveyance.

- (1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.

- (2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.11 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.11 hereof prior to the request for the statement.

Section 7.11 - Lien for Assessments. All assessments, regular or special, and special charges levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The Lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium Lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.12 - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

- (1) liens of general and special taxes;
- (2) liens of a first mortgage recorded prior to the making of the assessment;
- (3) construction liens filed prior to the making of the assessment; and
- (4) all sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to Liens of the Association for any assessment, whether or not so specifically set forth in the instruments creating such Liens.

Section 7.13 - Enforcement of Lien. A Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit

owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 7.14 - Additional Remedies. Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment fee for each month, or fraction thereof, that such assessment is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

Section 7.15 - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant is not required to pay annual or special assessments under this Article for unoccupied units owned by the Declarant. Declarant shall, however, pay a charge sufficient to cover the costs of Association insurance attributable to such units plus a standby charge of \$10.00 per unit per month. The standby charge shall accrue as to each such unit from the date an occupancy permit is issued for the unit by the governmental agency having jurisdiction to issue such permits.

ARTICLE VIII

COVENANTS ON USE AND OCCUPANCY

Section 8.01 - Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for residential dwelling purposes consistent with the size and facilities of the units. During the period in which initial sales of units by the Declarant are in progress, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.02 - Construction Activities. During the initial period of construction of the building and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said building and all common elements of the condominium as may be required in connection with such construction.

Section 8.03 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be

conducted, maintained or permitted on any part of the condominium; nor, except as permitted by Association rules or regulations, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the sale of unsold units.

Section 8.04 - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be operated and maintained as an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.05 - Occupancy Restrictions. No unit shall be occupied by more than five (5) persons.

Section 8.06 - Fences Regulated. No fence of any kind and no visual screen, barrier, hedge or other device or structure of any type may be erected within the condominium unless it has been approved by the Association as an integral part of the landscaping plan.

Section 8.07 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except two (2) neutered cats or one (1) dog of ten (10) pounds or less may be kept in units in strict compliance with Association rules and regulations of the Association.

Section 8.08 - Motor Vehicles. The number of motor vehicles, including motorcycles, which may be kept on the condominium property may be limited by Association rules and regulations and all vehicles shall be kept and parked in strict compliance with such rules and regulations. Except for the vehicles of guests of unit occupants, and except as provided in Section 8.08 hereof, the parking of all other vehicles of any kind on the condominium property is prohibited. All motor vehicles must be licensed and operable and not in one location more than one (1) month.

Section 8.09 - Commercial and Recreation Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, campers, trucks over one-ton capacity, snowmobiles, all-terrain vehicles or other commercial or recreation-type vehicles, except as permitted by Association rules and

regulations. One (1) permitted motor vehicle may be parked on the garage apron of each condo unit by the owner of the unit or occupant.

Section 8.10 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Board of Directors, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.11 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.12 - Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device, unless approved by the Association.

Section 8.13 - Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association.

Section 8.14 - Leasing of Units. The Declarant may lease units which he owns, upon such terms and conditions as he determines. After a unit has been sold by the Declarant, the unit owner may not thereafter lease the unit for a term of less than six (6) months. The owner of a leased unit shall notify the Association of the tenant's name and telephone number.

Section 8.15 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached. Unoccupied units are to be heated to a minimum of 50°F by the unit owner at all times.

Section 8.16 - Garages. Garages are to be kept clean and free of dangerous and toxic substances. Gasoline may be kept in a container meeting State of Wisconsin standards and not exceeding 6 gallons. Garage doors are to be kept closed whenever possible. When outside temperatures are 40°F or less, garage doors are to be open only while entering or exiting. Exterior hose bibs are to be shut off and drained for winter months by owner of the unit.

Section 8.17 - Trash and Garbage. The trash, garbage and recyclables shall be stored in containers specified by the City of West Bend inside of each unit. The unit owner or occupant shall be responsible to move the container outside the unit for collection by the City of West Bend at the day and location specified by the City. Containers will be supplied by the City of West Bend.

ARTICLE IX
REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS

Section 9.01 - Compliance Required. Every unit occupant shall comply strictly with every rule, restriction, regulation adopted by the Association under the By-Laws, covenants, conditions and restrictions set forth in the Act, this Declaration, By-Laws or in the deed to the unit.

Section 9.02 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the building or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.03 - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE X
INSURANCE

Section 10.01 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property against loss or damage by fire or other hazard and against liability claims. For purposes of this Declaration the term "condominium property" includes fixtures, improvements and alterations which are a part of the condominium buildings or structures such as those used for water service or other housekeeping functions. The amount of protection and the 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 provided, 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 assessable to the unit owners in accordance with the percentage of interest 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 10.03 - Coverage. The Association shall provide the following types 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 risk) 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 in an amount of not less than \$1,000,000 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 or desirable.

Section 10.04 - 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.

Section 10.05 - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering their respective units 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 and all items not identified as Common Elements herein.

- (2) Public liability coverage to the extent not insured by the liability insurance carried 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.

ARTICLE XI **RECONSTRUCTION**

Section 11.01 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75%) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.02 - Variances. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction.

Section 11.03 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of this Declaration, be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XII **ASSOCIATION OF UNIT OWNERS**

Section 12.01 - Legal Entity. The affairs of this condominium shall be governed by an incorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the Wingate Cove Condominium Owners' Association, Inc. (herein the "Association").

Section 12.02 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised (and may be restricted) as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 12.03 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

- (1) adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;
- (2) employ and dismiss employees and agents;
- (3) sue on behalf of the unit owners;
- (4) make contracts and incur liabilities;
- (5) cause additional improvements to be made as a part of the common elements;
- (6) grant easements through or over the common elements;
- (7) grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;
- (8) enforce the obligation of unit owners to maintain and repair limited common elements;
- (9) obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the condominium, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;
- (10) obtain and pay for legal and accounting services necessary or desirable in connection with the operation and administration of the condominium;

- (11) acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;
- (12) establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;
- (13) contract for snow and ice removal, lawn and landscaping care, common area maintenance and other common services;
- (14) exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Section 12.04. - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

- (1) The Association shall maintain a roster of names and addresses of the current unit owners to whom the notice of meetings of the Association shall be sent.
- (2) Each unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.
- (3) No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by unit owners.

Section 12.05 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration or the By-Laws to the Association or to its officers for a period ending ten (10) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interests to purchasers, whichever shall first occur. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws.

Section 12.06 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to

others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.02 of this Declaration. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

ARTICLE XIII **EASEMENTS AND ENCROACHMENTS**

Section 13.01 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted to such utility company by the Declarant or the Association.

Section 13.02 - Easements to Run with the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, the Declarant's successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.03 - Encroachments. In the event that, by reason of the construction, settling or shifting of the building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this section relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XIV BUILDING CONSTRUCTION REQUIREMENTS

Section 14.01 - Type of Construction. The building shall be constructed or erected on the building site and no previously used building shall be moved onto or reassembled within the condominium.

Section 14.02 - Building Construction Materials. A list of building construction materials and exterior finishes shall be submitted with the floor plan and building elevations to the Declarant for review and approval.

Section 14.03 - First Floor Elevation and Site Grading. The first floor of the building shall be set to the elevation established by the Declarant. The building site shall be graded to harmonize with the finished or proposed grade of the common areas. The building site shall also be graded so that there will be a natural waterway along the side and rear boundaries of such site to provide for the flowage of surface water in the direction of the natural flow of such water. The Declarant shall review and approve all grading plans.

Section 14.04 - Removal of Excess Ground. Excavation spoil and excess ground or fill accumulated on the building site may not be moved elsewhere within the condominium or to adjacent lands without the express approval of the Declarant and if such approval is granted, the removal of such excess materials shall be without cost to the owners of the lands on which the same is deposited.

Section 14.05 - Surface Drainageways. Waterways shall be sodded or immediately seeded and mulched unless drainage is provided by underground drain tile and no obstruction of any kind shall be erected or placed in such waterways. All of such work shall be done as directed or approved by the Declarant.

Section 14.06 - Completion of Construction. Exterior construction of a building shall be substantially completed within six months from the beginning thereof and all construction shall be completed within 12 months from the start thereof, provided that the Declarant may extend such times when, in its opinion, conditions warrant such extension. All landscaping shall be completed in a timely manner, weather permitting.

ARTICLE XV MUNICIPAL SERVICES AND UTILITIES

Section 15.01 - Sewer and Water Charges. Each unit will have its own water meter. Each unit owner is responsible for the timely payment of sanitary sewer and water user charges imposed upon the unit by the City of West Bend. There shall be one water meter which shall be a common element and the use of the water therefrom shall be exclusively for the watering of common elements. The charges for the use of said water shall be a common expense and paid per the provisions of Article VII hereof.

Section 15.02 - Property Taxes. In accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 15.03 - Utilities. Each unit shall have its own electric and gas meter and each unit owner is responsible for the timely payment of his or her electric and gas utility bills.

ARTICLE XVI **MISCELLANEOUS PROVISIONS**

Section 16.01 - Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 16.02 - Covenants to Run with Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 16.03 - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 16.04 - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) is asserted by the unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) is made on account of injury to person or damage to or loss of property, wherever located and however caused.

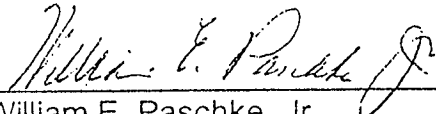
Section 16.05 - Amendment of Declaration. This Declaration may be amended with the written consent of at least two-thirds (2/3) of the unit owners, provided, however,

that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Amendments become effective when recorded in the office of the Register of Deeds of Washington County, Wisconsin.

Section 16.06 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity enforceability or effect of the remainder of this Declaration.

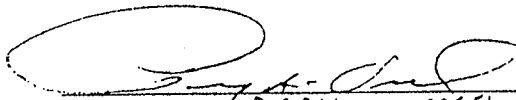
Section 16.07 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be William E. Paschke, Jr., 2415B Walnut Grove Court, Brookfield, Wisconsin 53005. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Clerk of the municipality in which the condominium is located.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 11TH day of APRIL, 2001.


William E. Paschke, Jr.

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this 11th day of APRIL, 2001, William E. Paschke, Jr., to me known to be such person who executed the foregoing instrument and acknowledge the same.


PERRY A. VOGEL

Notary Public, Washington Co., Wis.
My Commission 1/2/2005

CONSENT OF MORTGAGEE

The undersigned, State Financial Bank, by its authorized representative, hereby agrees and consents to this Condominium Declaration by William E. Paschke, Jr.

IN WITNESS WHEREOF, the Mortgagee has executed this Declaration on this 10 day of April, 2001.

STATE FINANCIAL BANK

By [Signature]

Its Authorized Representative

STATE OF WISCONSIN)
Milwaukee) SS
WASHINGTON COUNTY)

Personally came before me this 10TH day of April, 2001, THAYLE
WILKINS, the authorized representative of State Financial Bank, to me known to be such person who executed the foregoing instrument and acknowledge the same.

[Signature]
DANIEL VICTORSON
Notary Public, Washington Co., Wis.
My Commission Aug. 11, 2002

Exhibit A

Unit Identification Number	Street Address	Tax Key Number
1	1050 Wingate Court	C13.09860.1050.0000
2	1051 Wingate Court	C13.09860.1051.0000
3	1030 Wingate Court	C13.09860.1030.0000
4	1031 Wingate Court	C13.09860.1031.0000
5	1010 Wingate Court	C13.09860.1010.0000
6	1011 Wingate Court	C13.09860.1011.0000
7	2750 Wingate <u>Lane East</u> ✕	C13.09860.2750.0000
8	2770 Wingate <u>Lane East</u> ✕	C13.09860.2770.0000
9	2785 Wingate <u>Lane East</u> ✕	C13.09860.2785.0000
10	2775 Wingate <u>Lane East</u> ✕	C13.09860.2775.0000
11	2755 Wingate <u>Lane East</u> ✕	C13.09860.2755.0000
12	2670 Wingate <u>Lane West</u> ✕	C13.09860.2670.0000
13	2660 Wingate <u>Lane West</u> ✕	C13.09860.2660.0000
14	2650 Wingate <u>Lane West</u> ✕	C13.09860.2650.0000
15	2651 Wingate <u>Lane West</u> ✕	C13.09860.2651.0000
16	2655 Wingate <u>Lane West</u> ✕	C13.09860.2655.0000
17	2671 Wingate <u>Lane West</u> ✕	C13.09860.2671.0000 <i>our</i>

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OWNERS ASSOCIATION, INC.
WEST BEND, WISCONSIN

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BY-LAWS
WINGATE COVE CONDOMINIUM
OWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL PROVISIONS

Section 1.01. - Incorporated Association. The affairs of this condominium shall be governed by an incorporated association of its unit owners known as "Wingate Cove Condominium Owners Association, Inc."

Section 1.02 - Mailing Address. The Association's mailing address shall be the home address of its President.

Section 1.03 - Declarant Control. The affairs of the condominium and the Association shall be subject to control by the Declarant as set forth in Section 12.05 of the Declaration.

Section 1.04 - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of recording of the Declaration.

Section 1.05 - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control.

Section 1.06 - Corporate Law. The provisions of Wisconsin corporate law shall govern the organization and administration of the Association unless a clear contrary intent is evident from the Declaration or these By-Laws.

Section 1.07 - Corporate Seal. The Association shall have a corporate seal which shall be kept by the Secretary and affixed to all papers requiring the seal.

ARTICLE II
ASSOCIATION MEMBERSHIP

Section 2.01 - Roster of Unit Owners. The Association shall maintain a current roster of the names and addresses of every unit owner to whom notice of meetings of the Association shall be sent. The roster shall also include the name and address of each mortgagee of a unit and the name and address of each person designated pursuant to Section 2.02 hereof.

Section 2.02 - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a partnership, corporation, trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owners(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the unit owner(s) as the voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

Section 2.03 - Certificate of Membership. The Board of Directors may issue membership certificates to the persons or entities owning units, but such certificates shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any unit shall not supersede or affect the validity of the membership roster of the Association.

ARTICLE III **ASSOCIATION MEETINGS**

Section 3.01 - Initial Meetings. (1) Prior to the conveyance of seventy-five percent (75%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and unit owners, other than the Declarant, shall elect at least one hundred percent (100%) of the Directors. Prior to the conveyance of seventy-five percent (75%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect one hundred percent (100%) of the Directors.

(2) The calculation of the percentage of common element interest conveyed by the Declarant to purchasers under (1) shall be determined by dividing the total number of units which have been conveyed by the total number of units declared in the Declaration.

(3) Not later than forty-five (45) days after the expiration of the period of Declarant control, the Association shall hold a meeting and the unit owners shall elect all of the Directors of the Association.

Section 3.02 - Annual Meetings. The first annual meeting shall be held in the month of October of the year in which the meeting convened in accordance with Section 3.01(3) of these By-Laws is held. Each subsequent annual meeting shall, as determined by the first annual meeting, be held on the same day of the same month of each year thereafter.

Section 3.03 - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3.04 - Place of Meetings. All meetings shall be held at the condominium or at such other place in Washington County, Wisconsin, as the Board of Directors may designate.

Section 3.05 - Notice of Meetings. No regular or special meeting of the Association may be held except on at least ten (10) days' written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.06 - Quorum. The presence at an Association meeting of owners and proxies entitled to cast a majority of the Association votes shall constitute a quorum for any action except as otherwise provided in the Act, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote there at shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 3.07 - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with his or her name and current mailing address for the roster of unit owners. Further, a unit owner may not vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3.08 - Proxies. At all Association meetings owners may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event, a proxy is effective only for a maximum period of 180 days following its issuance unless it is granted to a mortgagee or lessee.

Section 3.09 - Controlling Vote. Unless otherwise provided in the Act, the Declaration, or these By-Laws, decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

ARTICLE IV **BOARD OF DIRECTORS**

Section 4.01 - Number. The affairs of this Association shall be managed by a Board of three (3) Directors.

Section 4.02 - Term of Office. The Directors shall take office upon election and shall serve terms on the following basis: one (1) Director shall serve for a term of one (1)

year, one (1) Director shall serve for a term of two (2) years and one (1) Director shall serve for a term of three (3) years. Thereafter, Directors shall be elected for three (3) year terms.

Section 4.03 - Removal. Any Director may be removed from the Board with or without cause, by a vote of two-thirds (2/3) of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.04 - Compensation. No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties.

Section 4.05 - Nomination. Nominations for Director shall be made by a Nominating Committee of three (3) voting members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations for Directors may also be made from the floor at the annual meeting.

Section 4.06 - Election. Election to the Board of Directors shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected.

Section 4.07 - Limitations. Not more than one (1) Director may be a non-unit owner.

ARTICLE V **MEETING OF DIRECTORS**

Section 5.01 - Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.02 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than ten (10) days notice to each Director.

Section 5.03 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.04 - Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.05 - Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any business that may come before the meeting. Such waiver can be given before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE VI **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 6.01 - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act, [the Articles of Incorporation] or the Declaration, except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.02 - Specified. The Board of Directors shall have the specified power and duty to:

- (1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners representing sixty-seven percent (67%) of the units at any annual or special meeting if written notice thereof is given to all members at least ten (10) days before the date of such meeting.
- (2) Employ a manager, managing agent, independent contractor or such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.
- (3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.

- (4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.
- (5) Prepare on or before October 1 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.
- (6) Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.
- (7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of interest which has been fixed by the Board of Directors to be charged on unpaid assessments.
- (8) Sue to recover a money judgment for unpaid assessments and charges or foreclose the lien against any unit for which assessments or charges are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.
- (9) Secure and maintain adequate policies of insurance as required by the Declaration.
- (10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.
- (11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair.
- (12) Levy special assessments as authorized by the Declaration, provided that:
 - (a) a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with

the notice of the special Association meeting at which such special assessment will be considered; and

- (b) such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes.
- (13) Designate by resolution, from time to time, one or more banks to act as depository for the funds of the Association.
- (14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.
- (15) Suspend for not more than 60 days, after notice and hearing before the Board, the voting rights of any unit owner, tenant or occupant who is in default in the payment of any assessment levied by the Association or who is charged with a substantial infraction of the Rules and Regulations.

Section 6.03 - Acquiring and Conveying Property. The Board of Directors may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required purchase or mortgage payments. Decisions respecting the acquisition or conveyance of Association property shall require the approval of sixty-seven percent (67%) of the unit owners.

Section 6.04 - Borrowing Money. The Board of Directors shall not borrow money on behalf of the Association unless authorized to do so by at least sixty-seven percent (67%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

ARTICLE VII **OFFICERS AND THEIR DUTIES**

Section 7.01 - Enumeration of Officers. The Officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02 - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

Section 7.03 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.04 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.05 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.07 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

Section 7.08 - Duties. The duties of the officers are as follows:

- (1) **President.** The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all checks and promissory notes.
- (2) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium liens; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.
- (3) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

ARTICLE VIII COMMITTEES

Section 8.01 - General Committees. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Association and the Board of Directors and to provide for the proper operation of the Association.

Section 8.02 - Nominating. The Board of Directors shall appoint a Nominating Committee having the number of members and the responsibilities as specified in Section 4.05 of these By-Laws.

ARTICLE IX COMMON EXPENSES

Section 9.01 - Illustrative List. The common expenses set forth in Section 9.02 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.02 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Section 9.02 - Typical Expenses. Common expenses may include, but are not limited to, the cost of:

- (1) maintaining the grounds which are part of the common elements, including cutting of grass, care of shrubs and trees.
- (2) snow removal from all of the sidewalks and parking areas and private drives of the condominium.
- (3) providing water, electrical and other utility services for the project, except to the extent that any part of the same are separately metered or billed to individuals.
- (4) property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.
- (5) the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium.
- (6) providing such legal and accounting services as may be considered necessary to the operation of the condominium.

- (7) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper.
- (9) any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.
- (10) any amount necessary to discharge any lien or encumbrance levied against the condominiums, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

ARTICLE X AMENDMENTS

Section 10.01 - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or specified Association meeting at which they will be considered.

Section 10.02 - Vote Required. These By-Laws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

ANNUAL BUDGET

Insurance	\$180.00
Snow Removal (8 times/yr. X \$30/time)	\$240.00
Grass Cutting & Maintenance (1/wk. X 12 wks. X \$40/time)	<u>\$480.00</u>
	<u>\$900.00/yr.</u>

$$(900 \div 12 = \$75.00)$$

Recorded

APR. 11, 2001 AT 01:45PM

DOROTHY C. BONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$50.00

Condominium Plat #400

WINGATE COVE CONDOMINIUMS

Situated in the City of West Bend, Washington County

ADDRESSES:

- UNIT 1 - 1050 WINGATE COURT
- UNIT 2 - 1051 WINGATE COURT
- UNIT 3 - 1052 WINGATE COURT
- UNIT 4 - 1053 WINGATE COURT
- UNIT 5 - 1054 WINGATE COURT
- UNIT 6 - 1055 WINGATE COURT
- UNIT 7 - 1056 WINGATE COURT
- UNIT 8 - 1057 WINGATE COURT
- UNIT 9 - 1058 WINGATE COURT
- UNIT 10 - 1059 WINGATE COURT
- UNIT 11 - 1060 WINGATE COURT
- UNIT 12 - 1061 WINGATE COURT
- UNIT 13 - 1062 WINGATE COURT
- UNIT 14 - 1063 WINGATE COURT
- UNIT 15 - 1064 WINGATE COURT
- UNIT 16 - 1065 WINGATE COURT
- UNIT 17 - 1066 WINGATE COURT

DECLARANT: Mr. William E. Paschke, Jr.
2415 B. Walnut Grove Court
Brookfield, WI 53005
(262)789-9788

PREPARED BY: Elder Engineering Co.
3782 Overlook Dr. West
Hubertus, WI 53033

SURVEYOR'S CERTIFICATE:

I, James R. Elder, Registered Land Surveyor, do hereby certify that I have surveyed the Condominium described and the map, as shown, is a true representation thereof and above the exterior boundary line and the location of the building on said property.

I further certify that I am a Licensed Land Surveyor, and that I am qualified to practice in this state and that the Condominium Plat to which the certificate is affixed is a correct representation of the Condominium described and that the identification and location of each unit of the Condominium and common elements thereof can be determined from the plat.

Dated this 4th Day of April, 2001
James R. Elder, Registered Land Surveyor JS-902

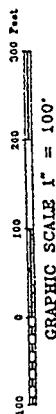


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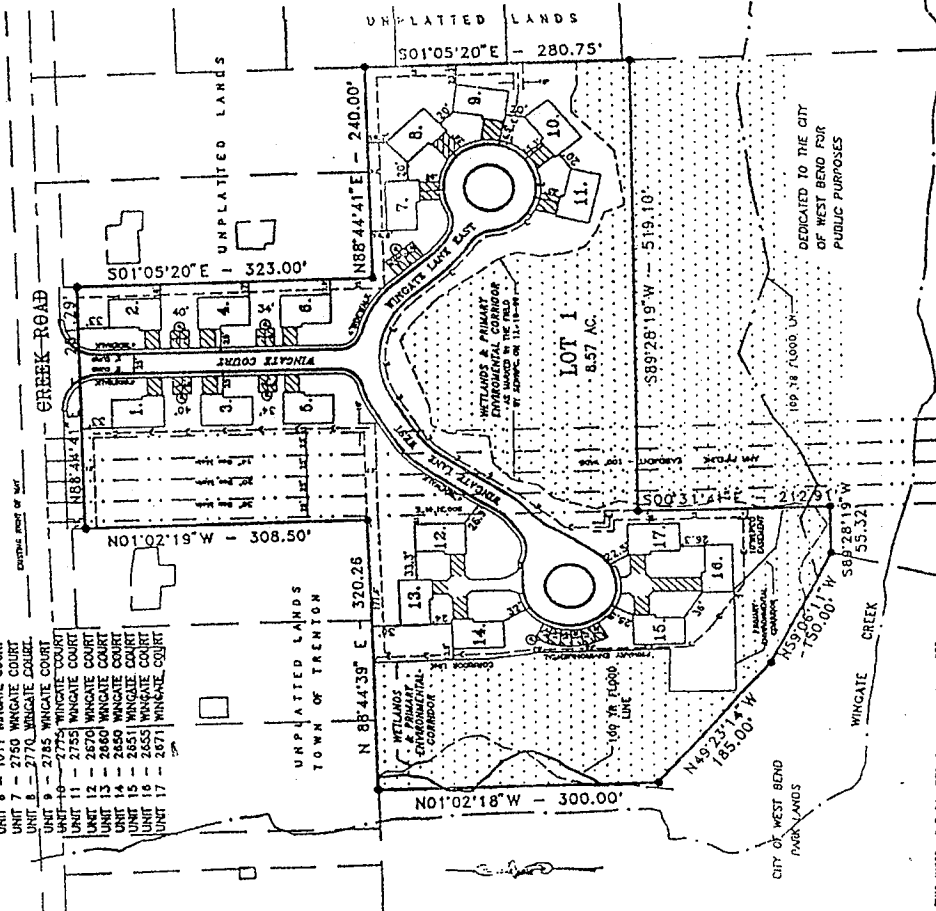
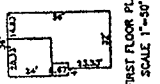
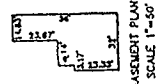
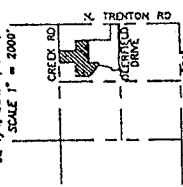
All of Lot 1 of Certified Survey Map No. 5237, recorded in the Washington County Registry of Deeds, Volume 351, Page 353, 354 & 355 of the County of Washington, Wisconsin, located in part of the SE 1/4 of Section 7, Town 11 North, Range 20 East, in the City of West Bend, Washington County, Wisconsin. Said Lot 1 contains 8.57 Acres of land. Subject to all rights, reservations and easements of record.

LEGEND:

- Denotes 1" iron pipe, found.
- Denotes UNITED COMMON ELEMENTS, concrete slopes, patios, driveways and sidewalks.
- Denotes Parking area.
- Denotes AMR PIPELINE ESMT
- EE DENOTES CENTERLINE OF 6" WIDE WEPCO ESMT
- E DENOTES CENTERLINE OF 10" WIDE WEPCO ESMT
- E DENOTES 12" WIDE WEPCO ESMT



LOCATION MAP



There are no objections to this plat with respect to Sec. 703.115 Wis. Stats.
Brian Breitbreite, Washington County Real Property Administrator