

**DECLARATION OF CONDOMINIUM
FOR CITY EAST CONDOMINIUM**

3067563

**CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI**

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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this 27th day of JUNE, 2024 by City East Apartments, LLC, a Wisconsin limited liability company (the "Declarant").

ARTICLE I.

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements to be constructed thereon and all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II.

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "City East Condominium."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the City of Green Bay, County of Brown, State of Wisconsin, and is legally described on Exhibit A attached hereto, and made part hereof.

2.03 Address. The address of the Condominium is 1165 East Walnut Street, Green Bay, Wisconsin. 54301.

ARTICLE III.

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall consist of two (2) units (individually a "Unit" and, together, the "Units") located in one (1) building (the "Building") identified on the condominium plat attached hereto as Exhibit B, and made part of this Declaration (the "Condominium Plat"), together with the Common Elements described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The Units are identified as Unit 1 and Unit 2, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. The boundaries of each Unit is as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the ceiling above the highest

level of the interior usable area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit is the upper surface of the unfinished floor of the lowest level of the Unit, extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

The surface of each plane described above (be it concrete, trusses, drywall, tiles, wallpaper, paneling, carpeting or otherwise covered) is included as part of each Unit. Each Unit shall include, without limitation, all fixtures and other improvements now or hereafter located within such boundaries.

3.03 Additional Items Included as Part of Unit. The Unit shall include, without limitation, all improvements now or hereafter located within the boundaries described in Section 3.02:

(d) Windows, doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.

(e) Cabinets; millwork.

(f) Floor, wall, baseboard, or ceiling electrical outlets and switches exclusively serving the Unit or the Limited Common Elements appurtenant to the Unit, and the junction boxes serving them.

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

(h) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving both Units.

(i) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit, exclusively.

(j) Interior lights and lighting fixtures exclusively serving the Unit or the Limited Common Elements appurtenant to the Unit.

3.04 Exclusions from Definition of "Unit." Specifically not included as part of a Unit are those structural components of the Building and the exterior surfaces thereof, the insulation systems, and any portion of the plumbing, electrical or mechanical systems of the Building serving the Common Elements exclusively, both Units or any Unit and the Common Elements, even if located within the boundaries described in Section 3.02. Any such structural components, insulation systems, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve the Common Elements exclusively, both Units or any Unit and the Common Elements, are Common Elements.

ARTICLE IV.

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. "Common Elements" means all of the Condominium except the Units, including, without limitation:

- (a) That part of the Property that is land;
- (b) The paved driveway, vehicular access areas, and pedestrian walkways, if any, situated on the Property.
- (c) Five (5) parking stalls located near the Building shall be Common Elements and shall be reserved for use by Unit 2 during the hours of its operation plus one hour before and one hour after, but otherwise, may be used by Unit 1. The Unit 2 Owner shall have the right to erect signage so identifying such stalls as reserved at its sole cost and expense, and in such case, shall be responsible for maintaining such signage in a neat and sightly condition and in a manner which accurately reflects the hours of the Unit 2 Unit Owner's operations;
- (d) Bike racks, if any, located on the Property adjacent to the paved driveway, vehicular access areas, and pedestrian walkways, if any.
- (e) Lighting features within the Common Elements such as those serving the parking area;
- (f) Trash receptables and any screening surrounding the same;
- (g) All portions of the Building not included within the definition of "Unit," including, without limitation, the foundations, columns, pilasters, girders, beams, supports, exterior walls, structural walls between Units, roof trusses and roofs;
- (h) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving the Common Elements exclusively, both Units or any Unit and the Common Elements;
- (i) Interior corridors serving both Units or serving any Unit and the Common Elements, which are not contemplated upon initial construction;

(j) Those items described in Section 3.04; and

(k) Any other portion of the improvements to the Property which is not included within the boundaries of a Unit as described above.

4.02 Limited Common Elements. Certain Common Elements are reserved for the exclusive use of the Unit Owners of one Unit. These Common Elements are referred to collectively as "Limited Common Elements."

(l) All sidewalks, access ways, steps, stoops, balconies, decks and patios attached to, leading directly to or from, or adjacent to each Unit are Limited Common Elements appurtenant to that Unit.

(m) All entrances to individual apartment units within Unit 1 shall be Limited Common Elements appurtenant to Unit 1.

(n) All parking spaces identified on the Condominium Plat other than the five (5) parking spaces identified as Common Elements as described in Section 4.01(c) above are Limited Common Elements appurtenant to Unit 1.

(o) The mailboxes that exclusively serve any Unit are Limited Common Elements appurtenant to that Unit.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(p) If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, such that all of the actual as-built boundaries of the Units and Common Elements are located within six (6) inches of the locations of the corresponding boundaries of the Units and Common Elements as described in Section 3.02 or elsewhere in this Declaration or as shown on the Condominium Plat, then the existing physical boundaries of the Units or Common Elements shall be conclusively presumed to be the boundaries of the Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of the Units or Common Elements.

(q) If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if the encroachment or easement materially impairs any Unit Owners enjoyment of its Unit or of the Common Elements in the judgment of the board of directors of the Association (as defined in Section 6.01 below), the encroachment shall be removed or just compensation

shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(r) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of the affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V.

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest of ownership in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be as follows:

Unit 1: 91.74%

Unit 2: 8.26%

5.02 Conveyance or Encumbrance of Percentage Interest. Any deed, mortgage, or other instrument purporting to convey or encumber any Unit shall be deemed to include the Unit Owner's Percentage Interest and in the insurance proceeds or condemnation awards, even though such interest is not expressly described or referred to therein.

5.03 Voting. Each Unit has the following votes:

Unit 1: 91.74

Unit 2: 8.26

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05 Limitations on Voting Rights. No Unit Owner is entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, and Investor (as defined below) has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has sent a notice of default to the Unit Owner under Section 14.01 and the Unit Owner has not timely cured the default.

ARTICLE VI.

CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "City East Condominium Association, Inc," (the "Association"). The Association shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of the Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners. The Association is entitled to promulgate a fine structure to use in connection with the enforcement of any covenants under this Declaration, the Bylaws and the Rules and Regulations.

6.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in the Condominium Ownership Act, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years from such date; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interests; or (c) thirty (30) days after the Declarant's election to waive its right of control.

6.03 Board of Directors. The affairs of the Association shall be governed by a board of directors (the "Board of Directors"), which shall be selected in accordance with the Association's bylaws. Notwithstanding the foregoing, two (2) of the members of the

Board of Directors shall be held by individuals elected by the Unit Owner of Unit 1; and one (1) of the members of the Board of Directors shall be held by an individual elected by the Unit Owner of Unit 2. Notwithstanding the foregoing, in the event that an Investor removes the managing member of a Unit Owner, such Investor shall have the right to remove and replace the Member(s) appointed by such Unit Owner.

6.04 Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair and replacement of the Condominium or any part thereof, the creation of reserves, and of administration of the Association, are common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management fees, salaries and wages. "Common Expenses" shall not include the costs of initial construction of a Building.

6.05 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments are due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due bears interest until paid, as set forth in the Bylaws. The General Assessment, together with interest and other charges set forth in the Association's bylaws, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, any Unit for which an occupancy permit has not been issued shall be exempt from General Assessments until the occupancy permit is issued.

6.06 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners and their Units. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest and other charges set forth in the Association's bylaws, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act. Special Assessments may be levied for the following purposes only:

(s) For deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05. In such cases, the Special Assessments shall be levied in accordance with each Unit Owner's Percentage Interest, shall constitute a Common Expense, and shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees.

(t) For payment of actual Common Expenses that exceed budgeted Common Expenses. In such cases, the Special Assessments shall be levied in the same manner in which General Assessments are levied.

(u) For defraying the costs of improvements to the Common Elements. In such cases:

(i) If the improvements benefit only one Unit, the Special Assessments shall be levied only against that Unit.

(ii) If the improvements benefit both Units, then the Special Assessments shall be levied in the same manner in which General Assessments are levied.

(v) Against individual Unit Owners for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.01 and Article XIV and any fines which are charged by the Association in connection with a violation of any covenant or rule.

6.07 Common Surpluses. If the surpluses of the Association (the "Common Surpluses") are accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, the Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

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

6.09 Personal Liability. Each Unit Owner shall be personally liable for all assessments levied during the Unit Owner's ownership of the Unit, as well as all interest, costs and attorneys' fees.

6.10 Liens Subordinate to First Mortgages. Each lien in favor of the Association securing any Common Expense, General Assessment or Special Assessment which became payable after the date of recordation of any first mortgage against a Unit shall be subordinate to the lien of the first mortgage.

6.11 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

6.12 Master Association. Pursuant to Section 703.155 of the Wisconsin Statutes, the Association shall have the right to delegate one (1) or more of its powers, to the extent permitted by law, to a master association. On the date of this Declaration, no master association exists.

6.13 Investor Notice and Cure. In addition to the rights included below, until the end of the Compliance Period (as defined in Section 42 of the Internal Revenue Code), if any assessment due pursuant to this Article VI is not paid within thirty (30) days after its due date, then the Association shall provide notice to the Investor of the following: (i) that the assessment is delinquent; (ii) the action required to cure the default; and (iii) a date, not less than thirty (30) days after the date of the notice, by which the default must be cured. Investor shall be afforded the opportunity, but shall not be obligated, to cure the default in accordance with the foregoing.

ARTICLE VII.

REPAIRS, REPLACEMENTS AND MAINTENANCE

7.01 General. Responsibilities for maintenance, repair and replacement of specific components of the Condominium are set forth on the table attached hereto as Exhibit C. The term "maintenance," with respect to any component, shall mean keeping such component in a clean, orderly and presentable condition, but shall not include repair or replacement. In case of any component not specifically identified on Exhibit C, the Unit Owner shall be responsible for the maintenance, repair and replacement of any component that is part of such Unit Owners Unit, and the Association shall be responsible for the maintenance, repair and replacement of any component that is part of the Common Elements, including Limited Common Elements.

7.02 Association's Right to Repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, odors emanating into the Common Elements, the Association, upon fifteen (15) days prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.06.

7.03 Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, then, to the extent the cost of any cleaning, maintenance, repair or replacements is not covered by the Association's or the Unit Owner's insurance policies, the Unit Owner that committed the act or omission or that caused the alteration, or the

Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

ARTICLE VIII.

ALTERATIONS AND USE RESTRICTIONS

8.01 Unit Alterations.

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

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

8.02 Relocation of Boundaries.

(y) If the Unit Owners desire to relocate their mutual boundary, the Unit Owners shall prepare and execute appropriate instruments.

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

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

(bb) No boundaries of any Units may be relocated without the written consent of the Mortgagees of the Units.

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

8.03 Separation of Units.

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

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

(ff) No Unit may be separated without the written consent of the Mortgagees of the Unit.

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

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

8.04 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a Special Assessment to the affected Units in accordance with Section 6.06.

8.05 Use and Restrictions on Use of Unit. Unit 1 shall be used for multi-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. Unit 1 shall be deemed to be used for "multi-family residential purposes" if each apartment located within the Unit is leased to and occupied by no more than one family (defined to include persons related by birth, marriage or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any apartment located within Unit 1. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an occupant of an apartment from:

- (hh) maintaining his or her personal professional library in his or her apartment;
- (ii) keeping his or her personal business or professional records or accounts in his or her apartment;
- (jj) handling his or her personal or business records or accounts in his or her apartment; or
- (kk) handling his or her personal business or professional telephone calls or correspondence from his or her apartment.

Nothing in this Section 8.05 shall authorize the maintaining of an office or other business destination at which customers or clients customarily visit and the same is prohibited.

Unit 2 shall be used for purposes of providing certain services to the general public which are affordable to those making at or below sixty percent (60%) of the Brown County, Wisconsin median income for a period of at least 15 years from the date hereof. Thereafter, Unit 2 shall have no such restriction. This provision is intended to cause Unit 2 to comply with the general requirements of a "community service facility" under Section 42 of the Internal Revenue Code of 1986, as amended from time to time, which use shall be designed to serve primarily individuals whose income is 60 percent or less of area median income and that any fees charged for the services provided at Unit 2 must be affordable to individuals whose income is 60 percent or less of area median income.

Further, without the prior written consent of the Unit Owner of Unit 1 and its Investor, no business or commercial activity shall be maintained or conducted within the Condominium which (i) constitutes a pawn or junk shop business; (ii) involves title loans, payday loans, check cashing or similar operations or activities; (iii) involves the exhibition, sale, rental or other distribution of pornographic materials, adult books or films or the like; (iv) is an on-premises dry cleaners; (v) is a game arcade or massage parlor; (vi) involves the sale or distribution of drug paraphernalia of any kind; (vii) involves issuing bail bonds; (viii) involves gambling (other than the sale of Wisconsin lottery tickets and related games); (ix) involves auction or flea market businesses; (x) involves the sale or distribution of medical or recreational marijuana; (xi) derives more than ten percent (10%) of gross revenues from the sale of alcoholic beverages for off-premises consumption; (xii) derives more than thirty percent (30%) of its gross revenues from the sale of alcoholic beverages for on-premises consumption; (xiii) derives more than ten percent (10%) of gross revenues from the sale of tobacco products and/or vaping products and accessories; (xiv) involves vehicle repair services, (xv) is a 24/7 convenience store or any other 24-hour establishment, (xvi) involves providing dating or escort services, (xvii) involves any industrial or manufacturing uses, (xviii) is a hot tub facility or suntan facility, (xix) involves any parole, juvenile detention or similar services, or (xx) involves food service before 6:00 a.m. or after midnight, (xxi) is a sports bar, (xxii) is anything that produces noise pollution or is otherwise incompatible with residential uses, or (xxiii) materially interferes with the use and enjoyment of the Condominium by the residential tenants thereof.

8.06 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.07 Lease of Units. Unit 1 shall be used for residential apartments and the apartments may be operated as a low-income housing project subject to restrictions promulgated by Wisconsin Housing and Economic Development Authority and other governmental authorities. Units 2 may be leased to commercial tenants subject to the use restrictions set forth in Section 8.05 above.

8.08 Signs. Each Unit Owner shall be entitled to have tasteful signage, maintained in good condition, advertising the business of each of Unit 1 and Unit 2 respectively, subject to applicable laws. If the signage is illuminated, then the applicable Unit Owner shall pay for the utilities related thereto. Each Unit Owner's signage shall consider the impacts on the other Unit Owner (i.e., illuminated signs impact on residential tenants). No other sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium, identifying the Condominium.

8.09 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. The Association shall provide a screened dumpster for rubbish, trash, garbage and waste, which shall be serviced regularly. The Unit Owners shall each be responsible for any excess rubbish, trash, garbage or waste generated by its use of its Unit, at such Unit Owner's sole cost and expense.

8.10 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted.

8.11 Pets. Pets are permitted in accordance with the current applicable Rules and Regulations. Any pets which are permitted by such rules shall be deemed "grandfathered" if the Rules and Regulations change in a manner which would make a previously permitted pet thereafter unpermitted. Notwithstanding the foregoing, no pet shall be permitted if it has demonstrated aggressive behavior, regardless of whether it would otherwise be a permitted pet.

8.12 Landscaping. All landscaping within the Condominium shall be the responsibility of the Association. Unit Owners may not plant any decorative plants, vegetables and shrubbery outside of their Unit without the prior written consent of the Association.

ARTICLE IX.

INSURANCE

9.01 Fire and Extended Loss Insurance. The Board of Directors shall, obtain and maintain fire, casualty, and special form insurance coverage for the Units, the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Units and Common Elements shall be reviewed and adjusted by the Board of Directors from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominiums Units and Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02 Public Liability Insurance. The Board of Directors shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage

shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

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

9.04 Directors and Officers Insurance. After the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

9.05 Unit Owners Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein, and shall also maintain in effect at all times a comprehensive commercial liability policy. Each such policy shall name the Association as an additional insured. The commercial liability policy shall provide for coverage in the minimum amount of at least \$2,000,000 per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owners own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 9.01, shall at all times be primary coverage. Unit Owners are encouraged to submit copies of the disclosure materials for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages and to consider using the same insurance company as the insurance company used by the Association to cover any portion of the Unit itself which may not be covered by the Association, including, without limitation, floor coverings, drywall, paneling surfaces, cabinetry, and fixtures, in order to avoid the possibility of gaps or gores in coverage.

9.06 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this

Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

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

ARTICLE X.

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT DAMAGE OR DESTRUCTION

10.01 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or are destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01. Any decision not to repair or reconstruct shall be subject to any and all then-existing easement rights.

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

(mm) Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds

the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(nn) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged portion of the Condominium, unless (a) the Unit Owners having at least a majority of the votes, together with their first Mortgagees, approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorize the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03 Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 10.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee under Section 9.01 shall be disbursed by the Association first, for the repair or reconstruction of the damaged portion of the Condominium, and next, if there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired, to the Unit Owners in accordance with their respective Percentage Interests.

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

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

10.07 Partition and Sale Upon Consent. If (a) following damage or destruction described in Section 10.01(c), the Unit Owners having One Hundred Percent (100%) of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of the mortgaged Units agree to an action for partition, the Association shall record with the Register of Deeds a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

10.08 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against such Unit Owner's Unit and in the case of Unit 1, the Investor.

ARTICLE XI.

CONDEMNATION

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

(oo) If all of a Unit is taken, and the Association determines that it shall not repair or restore the Condominium as described in Section 11.02 below, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures or improvements located therein, and for consequential damages to the Unit or the improvements located therein.

(pp) If all or a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.02 below, the award for the partial taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the

award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(qq) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

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

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

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

11.04 Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05 Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

11.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interests appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.08 Partition and Sale Upon Consent. If (a) pursuant to Section 11.02, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having One Hundred Percent (100%) of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of the mortgaged Units agree to an action for partition, the Association shall record with the Register of Deeds a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XII.

MORTGAGES

12.01 Notice. Any holder, insurer or guarantor of a recorded mortgage, any vendor under a recorded land contract encumbering a Unit (a "Mortgagee"), and until December 31, 2039 (the "Compliance Period"), any investor member of the Unit Owner of Unit 1 (the "Investor"), or any guarantor of a recorded mortgage or land contract encumbering a Unit, which in any of the foregoing cases, has so requested of the Association in a writing received by the Association's agent for service of process, shall be entitled to receive timely written notice of the following matters:

(ss) The call of any meeting of the membership or the Board of Directors to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;

(tt) After 30 days, any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract;

(uu) Any physical damage to the Common Elements in an amount exceeding five percent (5%) of their replacement value;

(vv) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract;

(ww) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under Article VI above by the owner of any Unit securing the mortgage or land contract;

(xx) A lapse, cancellation, or material modification of any insurance policy maintained by the Association;

(yy) Any proposed action that requires the consent of a specified percentage of Mortgagees; and

(zz) Any proposed amendment of this Declaration, the Articles or Bylaws that would affect a change in:

(i) The boundaries of any Unit subject to the mortgage or land contract, or the exclusive easement rights appertaining thereto;

(ii) The Percentage Interests appurtenant to any Unit subject to the mortgage or land contract;

(iii) The number of votes in the Association appertaining to any Unit subject to the mortgage or land contract; or

(iv) The purposes to which any Unit subject to the mortgage or land contract or the Common Elements are restricted.

12.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval and the Investor has given its approval if prior to the expiration of the Compliance Period. The Mortgagees of at least Fifty-one Percent (51%) of the mortgaged Units must consent to an amendment that is materially adverse to the Mortgagees interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a "return receipt" requested.

12.03 Owners of Unmortgaged Units. Except as otherwise set forth in Section 12.02 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

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

ARTICLE XIII.

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least sixty-seven percent (67%) of the total voting interests held by all Unit Owners. With respect to any amendments that would result in a dissolution of the Condominium, increasing the percentage interest assigned to Unit 2 or changing the permitted use of either Unit shall require the written consent of not less than the number of Unit Owners who together hold

one hundred percent (100%) of the votes. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIV.

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that it shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata in proportion to each such Unit's percentage interest. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI.

ARTICLE XV.

GENERAL

15.01 Easements.

(aaa) Ingress and Egress for Unit Owners. Each Unit shall have a perpetual easement over the Common Elements for ingress and egress to a public street. The Owner of Unit 2 shall have an easement through Unit 1, to the extent required, for access to the water riser room, on an as needed basis. The Owner of Unit 1 shall ensure that the Owner of Unit 2 has such access, including, without limitation, provide the Owner of Unit 2 with a key, key card, pass code or other access feature if necessary for such access, subject to (d) below.

(bbb) Ingress and Egress for Association. The Association shall have a perpetual easement over the Units, Limited Common Elements and Common Elements for ingress and egress are reserved to the Association for the purpose of performing any maintenance, repairs or replacements which are the obligation of the Association, to correct any condition originating in a Unit and threatening another Unit or the Common Elements, and to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium.

(ccc) Easements through the Common Elements for Utility Service. Easements shall exist over, through, across and underneath the Common Elements for the presence, installation, maintenance, repair and replacement of present (and, the case of the Association, future) utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm water drainage pipes, electrical wires, television cables, computer cables, security wires, street lights, traffic signals and signs, appurtenances thereto and the like, whether or not shown on the exhibits attached hereto. All outdoor utility conduits shall be located underground. Easements for such utility services are reserved to the Association and the Unit Owners; provided, however, in the case of any easement in favor of the Unit Owner, the precise location of the easement over the Common Elements shall be subject to the Association's prior approval, which shall not be unreasonably withheld.

(ddd) Entries Under Easements. Any entries into a Unit made by the Association or another Unit Owner shall be made with prior notice to such Unit's Unit Owner (the "Servient Owner"), and shall be scheduled for a time reasonably convenient to the Servient Owner. Notwithstanding the foregoing, the Association shall not be required to give prior notice to the Servient Owner in the case of an emergency when injury or property damage will result in delayed entry. Any entry shall be done with as little inconvenience to the Servient Owner as practical. Any damage caused by any entry shall be repaired by the party making the entry at such party's cost. In the case of a repair of damage caused by the Association, the cost thereof shall be treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.02 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.03 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.04 Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

15.05 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving Marissa Downs at 3912 North Lightning Drive, Appleton, Wisconsin 54913; provided, however, that the Board of Directors may at any time by duly-adopted resolution designate a successor registered agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

15.06 Assignment of Declarants Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, provided that the party also assumes the obligations imposed upon declarants by Chapter 703, Wis. Stas. Upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

15.07 Conflicts. In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.08 Disclosure Regarding Warranties. In this Section, "Developer" means the Declarant and any Unit Owner who constructs a Building. The Developer shall assign to the Association upon substantial completion of each phase of construction all warranties

held by the Developer and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Developer to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any other implied warranties created by common law, including, without limitation, the Developer's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07, Wis. Stats.

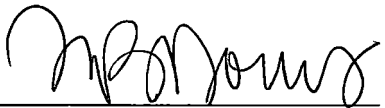
[Execution Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Condominium as of the day and year set forth above.

CITY EAST APARTMENTS, LLC

By: City East Managing Member, LLC, its
Managing Member

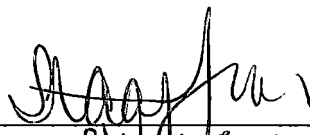
By: Nonscareil Management, LLC, its
Manager

By: 
Marissa Downs, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF Ottawa

Personally came before me this 12th day of June, 2024, Marissa Downs, Manager of Nonscareil Management, LLC, the Manager of City East Apartments, LLC, a Wisconsin limited liability company, who executed the foregoing instrument and acknowledged the same.

STACY JENS
Notary Public
State of Wisconsin

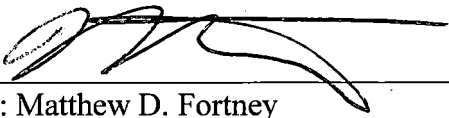

Name: Stacy Jens
Notary Public, State of Wisconsin
My Commission: April 19, 2027

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Wisconsin Housing and Economic Authority to the undersigned recorded in the office of the Register of Deeds of Brown County, Wisconsin on July 31, 2023 as Document No. 3041557, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 11th day of June, 2024.

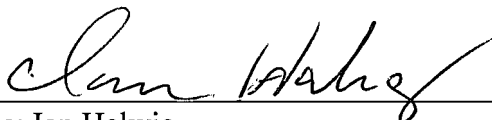
WISCONSIN HOUSING AND
ECONOMIC DEVELOPMENT
AUTHORITY

By: 
Name: Matthew D. Fortney
Title: General Counsel

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 11th day of June, 2024, the Matthew D. Fortney, General Counsel of Wisconsin Housing and Economic Development Authority, who executed the foregoing instrument and acknowledged the same.

IAN HALWIG
Notary Public
State of Wisconsin


Name: Ian Halwig
Notary Public, State of Wisconsin
My Commission: expires March 15, 2025

This document drafted by
and should be returned to:
Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
22 E. Mifflin St., Suite 700
Madison, Wisconsin 53703

EXHIBIT A

LEGAL DESCRIPTION

All of Lots 748-753, Plat of Navarino, in Volume 1, Page 35 of Plats, located in Private Claim 2, East side of Fox River, City of Green Bay, Brown County, Wisconsin.

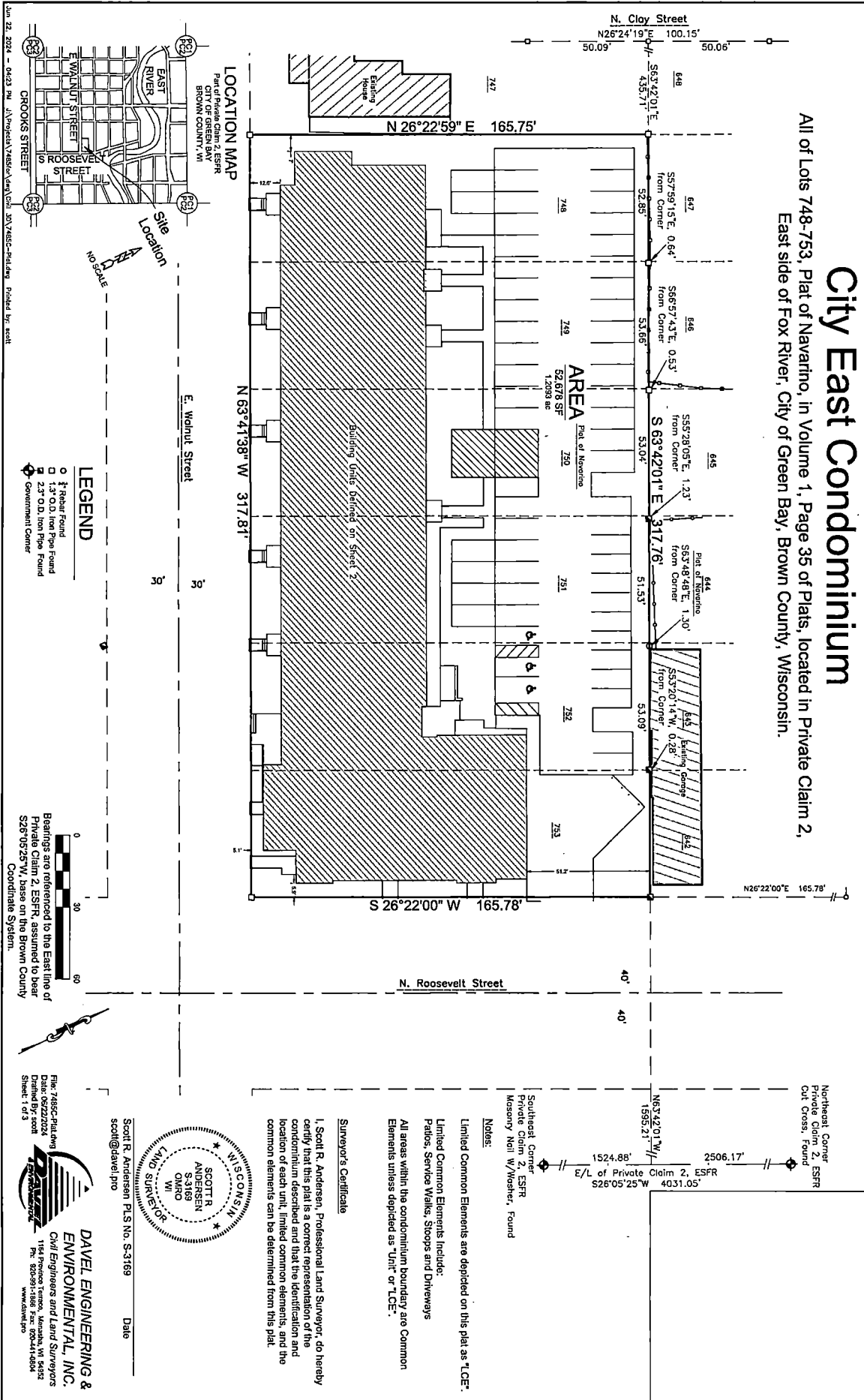
EXHIBIT B

CONDOMINIUM PLAT

[DRAFTERS NOTE: FINAL CONDO PLAT TO BE INSERTED.]

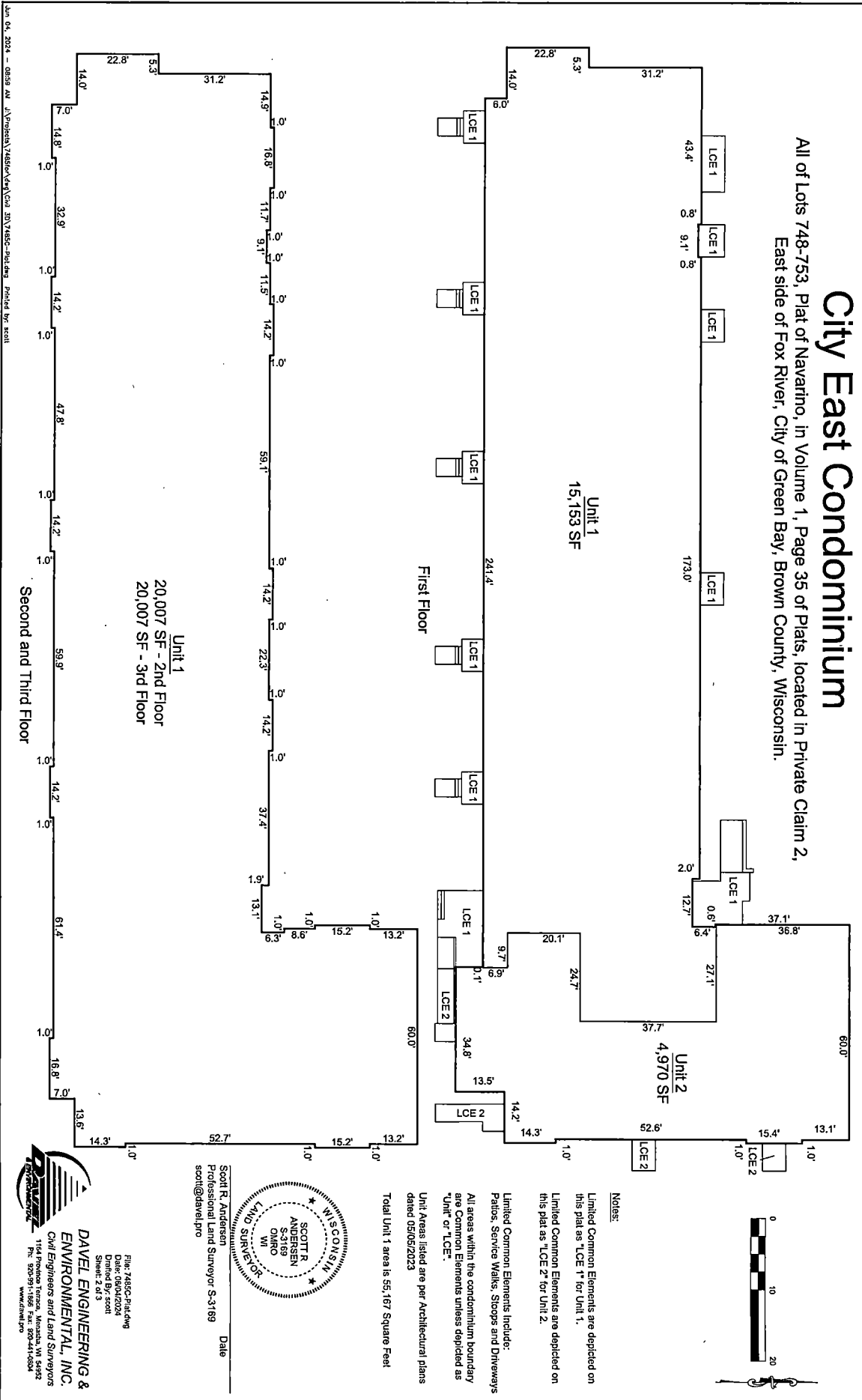
City East Condominium

All of Lots 748-753, Plat of Navarino, in Volume 1, Page 35 of Plats, located in Private Claim 2, East side of Fox River, City of Green Bay, Brown County, Wisconsin.



City East Condominium

All of Lots 748-753, Plat of Navarino, in Volume 1, Page 35 of Plats, located in Private Claim 2,
East side of Fox River, City of Green Bay, Brown County, Wisconsin.



Notes:

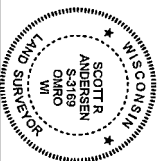
Limited Common Elements are depicted on this plat as LCE 1* for Unit 1.
Limited Common Elements are depicted on this plat as LCE 2* for Unit 2.

Limited Common Elements include:
Patios, Service Walks, Stoops and Driveways
All areas within the condominium boundary are Common Elements unless depicted as "Unit" or "LCE".

Unit Areas listed are per Architectural plans dated 05/05/2023
Total Unit 1 area is 55,167 Square Feet

Scott R. Andersen
Professional Land Surveyor S-3169
scott@daveipro

Date



DAVEI ENGINEERING &
ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Preston Terrace, Winnetka, WI 54992
Ph: 920-591-1666 Fax: 920-441-0064
www.daveipro

All of Lots 748-753, Plat of Navarino, in Volume 1, Page 35 of Plats, located in Private Claim 2, East side of Fox River, City of Green Bay, Brown County, Wisconsin.

All of Lots 748-753, Plat of Navarino, in Volume 1, Pages 35 of Plats, located in Private Claim No. 2, East side of Fox River, City of Green Bay, Brown County, Wisconsin, containing 52.678 Square Feet (1.2093 Acres) of land more or less subject to all easements and restrictions of record.

Resolved, that this Condominium Plat, in the City of Green Bay, Brown County, City East Apartments, LLC, the property owner, is hereby approved by the City of Green Bay.

Date _____
Sector _____

Being the duly elected, qualified and acting Treasurer of Brown County, do hereby certify that in accordance with the records in my office, there are no unretained tax sales and unpaid taxes, or special assessments on any of the land included in this Condominium Plat.

Date _____



Date _____

There are no objections to this Condominium Plat with respect to Sec. 703.115 W.S. Stats. and it is hereby approved for the Brown County Planning Commission.

Dates this _____ day of _____, 20____

Ryan L. Duckart, Brown County Property Listener

As the property owner, I hereby certify that we caused the land described on this Condominium Plat to be surveyed and mapped all as shown and represented on this map.

Dated this _____ day of _____, 20_____.

By: City East Managing Member, LLC
A Wisconsin limited liability company, its manager

By: MF Holdings, LLC,
A Wisconsin limited liability company, its manager

**By: Nonscarell Management, LLC,
A Wisconsin limited liability company, its manager**

**Marissa Downs, Manager
City East Apartments, LLC**

State of Wisconsin

)SS
_County)

Personally came before me on the _____ day of _____, 20____, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Wisconsin

My Commission Expires

This Condominium is contained wholly within the property described in the following recorded instruments:

The property owners of record:	Recording Information:	Parcel Number(s)
City East Apartments, LLC	Doc. 3041552	14-198

File: 7485C-Platdw
Date: 06/04/2024
Drafted By: scott
Sheet: 3 of 3

EXHIBIT C

ALLOCATION OF REPAIR, REPLACEMENT AND MAINTENANCE RESPONSIBILITIES

COMPONENT	RESPONSIBILITY	
	UNIT OWNER	ASSOCIATION
Concrete Footings, Exterior Slabs and Exterior Walls		Responsible
Foundation Walls		Responsible
Floor Framing Systems		Responsible
Exterior Wall Framing		Responsible
Interior Non-Load Bearing Wall Framing	Responsible	
Exterior Insulation		Responsible
Interior Demising Insulation		Responsible
Exterior Siding		Responsible
Roofing		Responsible
Windows and screens (maintenance, repair and replacement)	Responsible	
Front Entry Door, patio operating doors and deck operating doors (excluding door hardware in all cases and also excluding stationary patio and deck panels and door frames) (painting, repair and replacement)	Responsible	
Hardware for Front Entry Door, Patio and Deck Door (maintenance, repair, replacement)	Responsible	
Interior Doors and all entry doors other than the Front Entry, patio and deck access doors	Responsible	
Base, Door, Window and Crown-Trim Moldings	Responsible	
Storm Doors and Screen Doors	Responsible	
Upgraded Moldings and Trim	Responsible	
Wall and Ceiling Texture	Responsible	
Built-In Cabinets & Countertops	Responsible	
Drywall	Responsible	
Exterior Electric Fixtures, Light Fixtures (other than those that exclusively serve a particular Unit or such Units Limited Common Elements).		Responsible
Exterior Electrical Fixtures (including GFI outlets) and Exterior Light Fixtures that exclusively serve and are a part of the electrical system of, a particular Unit or such Units Limited Common Elements	Responsible	
Interior Electric Fixtures, Fans, Light Fixtures	Responsible	
Unit Electric Wiring Serving Unit Only (including GFI outlets)	Responsible	
Flooring-Unfinished		Responsible
Floor Finish (staining, pickling, staining, etc.)	Responsible	
Vinyl or Ceramic Tile	Responsible	
Floor coverings (such as carpeting, hardwood, tile, and linoleum)	Responsible	
Furnace	Responsible	
HVAC-Air Conditioning Units	Responsible	
HVAC-Distribution Duct Work	Responsible	
HVAC-Diffusers	Responsible	
HVAC-Condensing Units	Responsible	
Plumbing Fixtures Serving Unit and Units Limited Common Elements Only, whether interior or exterior	Responsible	
Appliances	Responsible	
Window Treatments, Curtains, Drapes, Blinds and Related Hardware	Responsible	

COMPONENT**RESPONSIBILITY**

	UNIT OWNER	ASSOCIATION
Wallpaper	Responsible	
Interior Painting-Prime Coat	Responsible	
Interior Painting-Finish Coat	Responsible	
Exterior Painting		Responsible
Staircases-Interior	Responsible	
Limited Common Element Driveways		Responsible
Mailboxes (repair and replacement)	Responsible	
Patios; Decks (maintenance only)	Responsible	
Patios; Decks (painting, staining, repair and replacement)	Responsible	
Snowplowing of Pedestrian Walkways, Driveways		Responsible
Snowplowing of Private Sidewalks (where snowfall is more than the minimum amount established for snowplowing by the Board)		Responsible
Snow Removal of Private Sidewalks (where snowfall is less than the minimum amount established by the Board for Association snowplowing)	Responsible	