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**AMENDED AND RESTATED
CONDOMINIUM DECLARATION OF
CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR THE WOODS RESERVES
CONDOMINIUM**

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Attorney Christopher J. Pahl
Ruder Ware, L.L.S.C.
130 N. Adams Street
Green Bay, WI 54301

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DOCUMENT PREPARED BY:
Attorney Christopher J. Pahl
Ruder Ware, L.L.S.C.
130 N. Adams Street
Green Bay, WI 54301

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**AMENDED AND RESTATED
CONDOMINIUM DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR THE WOODS RESERVES CONDOMINIUM**

THIS AMENDED AND RESTATED CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE WOODS RESERVES CONDOMINIUM (this “**Declaration**”), is made this 4th day of November 2024 (the “**Effective Date**”) by Green Viper Inc., a Wisconsin corporation (the “**Declarant**”).

BACKGROUND

WHEREAS, the Declarant was the owner in fee simple of certain real property located in the City of Green Bay, County of Brown, State of Wisconsin, as more specifically described on **Exhibit A** attached hereto (the “**Land**”); and

WHEREAS, to evidence the contribution of the Land, together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind which were then, are now, or which at any time hereafter will be located thereon, and all rights and privileges belonging or pertaining thereto (collectively with the Land being referred to herein as the “**Property**”) to the condominium form of ownership, the Declarant executed that certain Condominium Declaration of Conditions, Covenants, Restrictions and Easements for The Woods Reserves Condominium dated March 7, 2023, and recorded with the office of the Register of Deeds for Brown County, Wisconsin, on March 21, 2023, as Document No. 3031298 (the “**Original Declaration**”); and

WHEREAS, the Declarant also recorded the condominium plat titled The Woods Reserves Condominium with the office of the Register of Deeds for Brown County, Wisconsin, on March 21, 2023, as Document No. 3031297, a true and correct copy of which is attached hereto as **Exhibit B** (the “**Condominium Plat**”); and

WHEREAS, the recording of the Plat and the Original Declaration subjected the Property to the provisions of Chapter 703 of the Wisconsin Statutes, being the Condominium Ownership Act of the State of Wisconsin, as amended from time to time (the “**Condominium Ownership Act**”); and

WHEREAS, upon the recording of the Original Declaration and the Condominium Plat, the Property was thereafter legally described as set forth on **Exhibit C** attached hereto; and

WHEREAS, as of the date of this Declaration, the Declarant is the sole owner of all of the Units (defined below) of the Condominium (defined below); and

WHEREAS, the Declarant desires to amend certain provisions of the Original Declaration, and to restate the Original Declaration, in its entirety.

NOW, THEREFORE, the Declarant does hereby amend the Original Declaration, and re-state the Original Declaration, in its entirety, as set forth herein.

ARTICLE I DECLARATION

Pursuant to the recording of the Original Declaration and the Condominium Plat, Declarant submitted the Property to the condominium form of use and ownership as provided in the Condominium Ownership Act. The Property shall be held, conveyed, divided, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements contained in this Declaration and the Condominium Ownership Act. All provisions contained herein shall be deemed to run with the land and shall continue as benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

ARTICLE II NAME; ADDRESS OF PROPERTY; RESTRICTIVE COVENANTS

2.01 Name. The name of the condominium is The Woods Reserves Condominium (the “**Condominium**”).

2.02 Address. The address of the Condominium is the 300 block of Erie Road, Green Bay, WI 54311, and the Property is located on the west side of Erie Road. The addresses of the individual Units of the Condominium are set forth on **Exhibit C** attached hereto.

2.03 Restrictive Covenants. In addition to the conditions, covenants, restrictions, and easements set forth in this Declaration, certain restrictive covenants and utility easements are set forth and/or identified on the Condominium Plat. The general purposes of this Declaration and the restrictive covenants set forth on the Condominium Plat are:

- (a) to ensure that the Property will become and remain an attractive, safe, healthy, and family-friendly residential community;
- (b) to provide the Unit Owners (defined below) with the benefits and services set forth in this Declaration, and any such additional benefits and services as the Association (defined below) may desire to make available to the Unit Owners;
- (c) to preserve and maintain aesthetic standards for all improvements to the Property, as well as the natural beauty of certain undeveloped spaces that are a part of the Property;
- (d) to ensure the best use and most appropriate development of each Unit;
- (e) to protect Unit Owners from uses of any part of the Property that may detract from the residential value or enjoyment of their respective Units;

(f) to ensure residential development of the Property consistent with high aesthetic standards;

(g) to encourage and secure the construction of attractive residences with appropriate locations within the boundaries of the Units; and

(h) to otherwise secure mutual enjoyment and benefit for all Unit Owners and occupants of residences constructed within the boundaries of the Units.

ARTICLE III DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall consist of thirty-five (35) units (individually, a “**Unit**” and, collectively, the “**Units**”), consisting of one (1) or more cubicles of air at one (1) or more levels of space intended for independent use, identified on the Condominium Plat, together with the Common Elements as described below. The Condominium Plat shows the perimetrical boundaries of each Unit. The Units shall be identified as Units One (1) through Thirty-five (35), inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a “**Unit Owner**.” When 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. Each Unit shall consist of a cubicle of air whose perimetrical boundaries shall be as set forth for such Unit on the Condominium Plat; whose lower boundary is an imaginary horizontal plane located parallel to and fifty (50) feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and fifty (50) feet above the surface of the ground, extended to the perimetrical boundaries.

3.03 Description of Units. Each Unit shall include, without limitation, all improvements now or hereafter located within the boundaries of such Unit (including landscaping), and all improvements located outside of the boundaries of such Unit but solely serving or providing access to the improvements within the boundaries of the Unit to which they are appurtenant (collectively the “**Unit Improvements**”), including but not limited to:

(a) Piping, valves and other connecting and controlling mechanisms and devices lying between the fixtures serving the improvements constructed within the boundary of the Unit and those parts of the water system or septic system serving more than one (1) Unit;

(b) Telephone and electrical wiring, junction boxes and other connecting and controlling mechanisms and devices lying between the improvements constructed within the boundaries of the Unit and the electrical lines, telephone lines or other utility lines serving more than one (1) Unit.

(c) Driveways and walkways providing access to the Unit and lying between the boundary of such Unit and those driveways and walkways providing access to more than one (1) Unit.

3.04 Rights Appurtenant to Units. The Unit Owner of each Unit shall have an exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove, and replace Unit Improvements, including but not limited to buildings, structures, access driveways, walkways, building foundations, foundation pilings, and basements for the use and enjoyment of such Unit in accordance with this Declaration. The foregoing right and easement is subject to the architectural standards and use restrictions contained in Article VII of this Declaration.

3.05 Right to Modify Location and Layout of Units. Declarant reserves the right to change the location, size, and layout of any Unit owned by the Declarant at the time such change is made, if required to achieve the best development, in the reasonable discretion of the Declarant.

ARTICLE IV COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the “**Common Elements**”) include the following:

- (a) That part of the Land outside the boundaries of the Units as described above;
- (b) Any private roads situated on that part of the Land outside the boundaries of the Units described above;
- (c) Those parts of the sanitary sewer, storm sewer, and water systems that are not publicly owned and which serve more than one (1) Unit;
- (d) The components of any stormwater detention system now or hereafter situated on the Land that is not publicly owned, and the components of the storm sewer system servicing the Property that are not publicly owned, even if located within the boundaries of a Unit;
- (e) Mailbox islands; and
- (f) Any other improvements to the Land that are not part of a Unit as described above.

4.02 Limited Common Elements. Certain Common Elements as described in this Section and/or identified on the Condominium Plat shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all Units. Such Common Elements shall be referred to collectively as “**Limited Common Elements**”. The mailboxes designated and reserved for each Unit, if located outside the boundary of such Unit, shall constitute a Limited Common Element reserved for the exclusive use of the Unit Owner of such Unit.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair, or as a result of settling or shifting, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described above or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of Unit Improvements, or as a result of settling or shifting of Unit Improvements, then a valid easement for the encroachment and for its maintenance shall exist so long as such Unit Improvements stand; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days after the discovery of the encroachment.

ARTICLE V PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements (the “**Percentage Interest**”) appurtenant to each Unit shall be a percentage equal to one (1) divided by the total number of Units. Accordingly, each Unit's Percentage Interest shall be 1/35 or approximately 2.85%.

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 undivided Percentage Interest in the Common Elements appurtenant to such Unit, 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 shall have one (1) vote appurtenant to such Unit at meetings of the Association, except that during the Period of Declarant Control (defined below), there shall be ten (10) votes for each Unit owned by the Declarant.

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

5.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee (defined below) of the Unit, if any, have been furnished

to the Secretary of the Association. The Bylaws 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 recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI CONDOMINIUM ASSOCIATION

6.01 General. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as The Woods Reserves Condominium Association (the “**Association**”), which 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 nonprofit corporation under Chapter 181 of the Wisconsin Statutes (the “**Wisconsin Nonstock Corporation Law**”).

6.02 Powers and Duties. 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 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 the provisions of all rules and regulations of the Association (collectively, the “**Rules and Regulations**”), this Declaration, the Articles, and the 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 such 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 shall have all rights and responsibilities set forth in the Agreement for Municipal Services.

6.03 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. Subject to the succeeding section regarding the appointment of directors of the Association upon the conveyance of certain percentages of the Common Element interest of the Condominium, the Declarant shall have the right to appoint and remove the directors and 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 the 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 Common Element interest to purchasers; or (c) thirty (30) days after the Declarant’s election to waive its right of control (such period of time being hereinafter referred to as the “**Period of Declarant Control**”). The percentage of Common

Element interest conveyed shall be calculated by dividing the number of Units conveyed by the total number of Units of the Condominium, that being thirty-five (35).

6.04 Board of Directors. The affairs of the Association shall be governed by a board of directors (the “**Board of Directors**”). Initially, the Board of Directors shall be composed of three (3) directors selected by the Declarant. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. The percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the total number of Units of the Condominium, that being thirty-five (35).

6.05 Maintenance, Repair, and Replacement.

(a) By Association. The Association shall be responsible for:

1. the management, control, maintenance, repair, and replacement of the Common Elements, including the Limited Common Elements, and shall maintain the same in good, clean, and attractive order and repair;
2. the removal of snow and ice from all sidewalks, driveways, private roads, and parking areas. The Association shall have an easement over the entire Property for the purpose of carrying out these responsibilities;
3. the maintenance of the grass lawn located within the boundaries of each Unit; specifically excluding, however, watering of the grass lawn and maintenance, repair, or replacement of any sprinkler system serving the Unit; and
4. the maintenance of landscaping located within the boundaries of each Unit in the front of the Residence (defined below) constructed within the boundaries of such Unit (the “**Front Yard Landscaping**”); specifically excluding, however, any watering of the Front Yard Landscaping.

(b) By Unit Owners. Each Unit Owner shall be responsible for:

1. the maintenance, repair, and replacement of all Unit Improvements within and appurtenant to the Unit owned by such Unit Owner, except to the extent paid by the Association’s insurance policy or otherwise the responsibility of the Association pursuant to this Declaration;
2. the maintenance of the landscaping located within the boundaries of each Unit and to the sides of the Residence constructed within the boundaries of

such Unit (the “**Side Yard Landscaping**”); provided, however, that the Unit Owner may contract with the Association, or the landscaping company retained by the Association, at the Unit Owner’s sole cost and expense, to maintain the Side Yard Landscaping;

3. the maintenance of the landscaping located within the boundaries of each Unit and to the rear of the Residence constructed within the boundaries of such Unit (the “**Back Yard Landscaping**”); provided, however, that the Unit Owner may contract with the Association, or the landscaping company retained by the Association, at the Unit Owner’s sole cost and expense, to maintain the Back Yard Landscaping;

4. the repair and replacement of the grass lawn, Front Yard Landscaping, Side Yard Landscaping, and Back Yard Landscaping located within the boundaries of the Unit;

5. watering of all grass lawn, Front Yard Landscaping, Side Yard Landscaping, and Back Yard Landscaping located within the boundaries of the Unit; and

6. the maintenance, repair, and replacement of any sprinkler system serving the Unit; provided, however, that the Unit Owner may contract with the Association, or the landscaping company retained by the Association, at the Unit Owner’s sole cost and expense, to maintain, repair, or replace any sprinkler system serving the Unit.

(c) Association’s Right to Correct Conditions. Each Unit and all Unit Improvements constructed within and appurtenant to such Unit shall at all times be kept in good condition and repair. If any Unit or Unit Improvements 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, the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit or the Unit Improvements to their condition existing before 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 Owner 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.

(d) Damage Caused by Unit Owners. If either: (1) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or a Unit or any Unit Improvement 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 (2) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or a Unit or any Unit Improvement 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), then the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner 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.

6.06 Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 6.05, and administration of the Association shall be deemed to be 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; and maintenance and management salaries and wages.

6.07 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. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be 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 shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney 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.

6.08 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the “**Special Assessments**”) against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.05(c) and Article XIII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. 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, collection costs, and reasonable attorney 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.

6.09 Common Surpluses. If the surpluses of the Association (the “**Common Surpluses**”) should be accumulated, other than surpluses in any Construction Fund (defined below) as described in Section 9.06 and Section 10.06, such 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.

6.10 Certificate of Status. The Association shall, upon the written request of a Unit Owner, purchaser of a Unit, or Mortgagee (defined below) of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.11 Foreclosure. In the event of the foreclosure of a lien for unpaid General Assessments or Special Assessments, the Unit Owner, who is the defendant in such proceeding, shall be required to pay to the Association all General Assessments or Special Assessments levied during any such period after the entry of a judgment for foreclosure and prior to the confirmation of the sheriff's sale of the Unit.

6.12 Fines. In addition to all other remedies available to the Association under this Declaration, the Bylaws, the Rules and Regulations or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under this Declaration, to impose against any Unit Owner, if such Unit Owner or other occupants of the Unit owned by such Unit Owner are in violation of this Declaration, the Articles, the Bylaws or the Rules and Regulations, a fine against such Unit Owner and the Unit owned by the Unit Owner in such amounts as set forth from time to time in the Bylaws or the Rules and Regulations. Fines are to be paid immediately to the Association. Any fine not paid within ten (10) days after billing therefor by the Association shall accrue interest at the rate of eighteen percent (18.00%) per annum. The Association shall have the right following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner, as provided in this Declaration or the Bylaws.

ARTICLE VII ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

7.01 Purpose; Applicability. The general purpose of this Article VII is to assure that the Property will become and remain an attractive, safe and healthy residential area; to preserve and maintain aesthetic standards for all improvements to the Property; to help assure the best use and most appropriate development of each Unit; to protect Unit Owners against use of other Units which may detract from the residential value or enjoyment of their property; to guard against the erection or maintenance of poorly designed or proportioned improvements; to obtain a harmonious and aesthetically pleasing blend of materials, structures and color schemes in Unit Improvements; to assure residential development of the Property consistent with high aesthetic standards; to encourage and secure the construction of attractive Unit Improvements with appropriate locations within the Units; to prevent construction of Unit Improvements which may adversely affect the aesthetic appearance of any part of the Property; to secure and maintain a proper and aesthetically appropriate spatial relationship of Unit Improvements; and to otherwise secure mutual enjoyment of benefits for Unit Owners and occupants of Units within the Property.

7.02 Architectural Control.

(a) Authority. The Declarant shall have the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions

established herein, and to grant variances therefrom, as set forth in this Declaration. Unless stated specifically to the contrary herein, the Declarant shall retain such right and authority until Declarant either voluntarily transfers such right and authority to the Association or Declarant no longer holds title to any Unit, at which time the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances therefrom shall automatically vest in the Association.

(b) Submission of Plans; Written Approval. No Unit Improvement of any kind shall be installed, erected, constructed, or placed on or appurtenant to any Unit (or altered or changed with respect to layout, location, exterior design, appearance, elevation, color, or material composition) without prior submission of detailed plans and specifications to the Declarant or the Association, as the case may be, for its review and prior written approval with respect thereto. Unless the Declarant or the Association advises a Unit Owner in writing to the contrary materials to be considered appropriate for review by the Declarant or the Association must include the following (collectively the “**Plans**”): construction drawings, plans and specifications (prepared by a qualified home designer or architect) showing dimensions, composition and color of exterior material and equipment, if any; and a plot plan showing the location of the Unit Improvements with respect to set-backs from the boundary lines of the Unit as set forth on the Condominium Plat and finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the Declarant or the Association as it may reasonably request.

The Declarant or the Association, as the case may be, may deny or withhold approval of any proposed Unit Improvement based upon any one or more of the following factors, in its sole judgment and discretion: (1) any one or more of the general purposes specified in Section 7.01 will not be satisfied; (2) the material composition and quality of the exterior components is inadequate; (3) the design, appearance, and/or color is not aesthetically pleasing; (4) coordination with other existing or contemplated Unit Improvements is not achieved; (5) the location with respect to topography and existing surroundings detracts from the natural beauty of the Property; (6) the set-backs are not consistent with other Unit Improvements; (7) the finished grade elevations are not consistent with Unit Improvements constructed or to be constructed on adjacent Units; (8) the proposed access to the Unit and the Unit Improvements interferes with the use or occupancy of other Units or the Common Elements; (9) the drainage or landscaping are not appropriate for the topography of the Unit and adjacent areas of the Property; and (10) the general aesthetics are not desirable or consistent with the other Unit Improvements constructed on the Property. Any Unit Owner who causes or allows any Unit Improvements to be constructed, installed, placed, or altered without prior written approval of the Declarant or the Association, as the case may be, shall be required to remove such Unit Improvement (or restore such alteration) in its entirety at the Unit Owner's expense. All Unit Owners acknowledge the reasonableness of this provision and agree not to challenge the same, in any forum, subsequent to becoming a Unit Owner. Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a Unit Improvement may not be modified without the prior written approval of the Declarant or the Association, as the case may be.

(c) Failure to Act on Submitted Plans. If either: (1) the Declarant or the Association, as the case may be, fails to act upon Plans within sixty (60) days following receipt of such Plans, and the Declarant or the Association has not issued to the Unit Owner a written notice stating that said Plans are not adequate for purposes of its review (including the specific deficiencies of such Plans) (a “**Deficiency Notice**”); or (2) no suit to enjoin the erection, installation or change of the proposed Unit Improvement or to require removal thereof has been commenced within one (1) year following completion thereof, then no right shall exist thereafter to enforce the foregoing rights of architectural control insofar as approval by the Declarant or the Association is required as to such particular matter. If a Deficiency Notice has been issued regarding such Plans, the Unit Owner shall promptly rectify such deficiency, and the sixty (60) day period described above shall commence on the date that the Declarant receives such revised Plans and acknowledges that they are adequate for the purpose of its review of the same.

(d) Approval Must Be in Writing. To be binding and effective, any approval or permission of the Declarant or the Association, as the case may be, under this Section 7.02, **MUST BE IN WRITING** and signed by an authorized representative of the Declarant or the Association. No oral statements, representations, or approvals by the Declarant or the Association, or any of their officers, members, or agents, shall be binding on the Declarant or the Association, as the case may be, under any circumstances, regardless of any reliance thereon by any Unit Owner.

(e) Conformity with Established Grade. Construction of all Unit Improvements shall conform to the established grade of the surface of the ground within the boundaries of the Unit.

(f) Substantial Completion of Unit Improvements. The words “**Substantially Complete**” shall mean the issuance of an occupancy permit for the Unit Improvements being constructed; provided, however, that if the nature of the Unit Improvements does not require that an occupancy permit be issued upon completion, then Substantially Complete shall mean completion of the Unit Improvements in the determination of the Declarant or the Association, as the case may be, with the exception of punch list items, which punch list items will be addressed no more than thirty (30) days following such determination.

1. Residences. Unit Improvements consisting of a single-family residential structure and related mechanical and utility components (collectively a “**Residence**”) constructed within the boundaries of a Unit shall be Substantially Complete within thirty-six (36) months following the date the Unit is conveyed by the Declarant to the initial Unit Owner.

2. All Unit Improvements. All Unit Improvements shall be Substantially Complete within twenty-four (24) months following the later of (A) receipt of written approval for such Unit Improvements from the Declarant or the Association, as the case may be, and (B) the issuance of the required building permit for such Unit Improvements from the applicable municipality, if a building

permit is so required. If a building permit is not required, then all Unit Improvements shall be Substantially Completed within twenty-four (24) months following receipt of written approval for such Unit Improvements from the Declarant or the Association, as the case may be.

3. Exterior of Unit Improvements. The exterior of any Unit Improvements, including installation of all doors and windows, shall be completed within eighteen (18) months following the later of (A) receipt of written approval for such Unit Improvements from the Declarant or the Association, as the case may be, and (B) the issuance of the required building permit for such Unit Improvements from the applicable municipality, if a building permit is so required. If a building permit is not required, then the exterior off any Unit Improvements shall be completed within eighteen (18) months following receipt of written approval for such Unit Improvements from the Declarant or the Association, as the case may be.

4. Extension of Deadlines. The Declarant or the Association, as the case may be, may, in its discretion, extend any of the foregoing completion deadlines if delays have been caused by factors beyond control of the Unit Owner and his or her contractors.

5. Failure to Comply with Completion Deadlines. If a Unit Owner fails to comply with any of the foregoing completion deadlines, then the Declarant or the Association, as the case may be, may assess fines against the Unit Owner pursuant to Section 6.12 above, in an amount not to exceed \$500.00 per day.

(g) Vacant Units. A Unit within which a Residence has not been constructed (a “**Vacant Unit**”): (1) may not be used for permanent storage of any kind, and may not be used for temporary vehicle or equipment parking for more than 5 days; (2) may not be used for dumping garbage, waste, debris, or yard waste; (3) shall not allow mud or dirt to coat adjacent streets and any mud or dirt that does accumulate must be removed from adjacent streets in a timely basis; and (4) shall not be allowed to fall into a state of disrepair or unsightliness.

(h) Landscaping. Upon the purchase of a Unit from the Declarant, each Unit Owner shall receive, or select from among, the following landscaping options.

1. Landscaping Option No. 1. Landscaping Option No. 1 includes the initial installation of Front Yard Landscaping, which Front Yard Landscaping shall be selected by the Declarant and consistent with the Front Yard Landscaping of all Units of the Condominium. The cost of Landscaping Option No. 1 is included the purchase price of each Unit.

2. Landscaping Option No. 2. Landscaping Option No. 2 includes: (i) the initial installation of Front Yard Landscaping, which Front Yard Landscaping shall be selected by the Declarant and consistent with the Front Yard Landscaping of all Units of the Condominium; and (ii) the installation of Side Yard Landscaping,

to include plantings selected by the Unit Owner (subject, however, to approval by the Declarant or the Association pursuant to Section 7.02 above). If a Unit Owner selects Landscaping Option No. 2, such Unit Owner shall be responsible for the increase in the actual cost of landscaping the Unit due to the installation of the Side Yard Landscaping.

3. Landscaping Option No. 3. Landscaping Option No. 3 includes: (i) the initial installation of Front Yard Landscaping, which Front Yard Landscaping shall be selected by the Declarant and consistent with the Front Yard Landscaping of all Units of the Condominium; and (ii) the installation of Back Yard Landscaping, to include plantings selected by the Unit Owner (subject, however, to approval by the Declarant or the Association pursuant to Section 7.02 above). If a Unit Owner selects Landscaping Option No. 3, such Unit Owner shall be responsible for the increase in the actual cost of landscaping the Unit due to the installation of the Back Yard Landscaping.

4. In-Ground Sprinkler Option. The In-Ground Sprinkler Option includes the installation of an in-ground sprinkler system within the boundaries of a Unit. The Unit Owner shall be solely responsible for all costs of the installation of the in-ground sprinkler system.

7.03 Construction of Improvements.

(a) Residences shall be single-story, and between 1,500 sq. ft. and 2,200 sq. ft. on the main living floor (exclusive of basement, attic, porches, patios, and storage areas) with options for a walk-out basement or exposed or partially exposed lower level where applicable.

(b) Residences shall include a minimum two-stall, attached garage.

(c) Residences shall be constructed to be consistent with the plans and specifications identified and pre-authorized by the Declarant for the Condominium.

(d) Exteriors of the Residences shall consist of a combination of ledgerstone, masonry, and maintenance free siding.

(e) Residences shall have an aggregate maximum of 600 square feet of open porch or deck area.

(f) Residences shall have a roof pitch between 5/12 and 8/12.

7.04 Suitability.

(a) No Representations or Warranties. Declarant makes no representations or warranties whatsoever, express, or implied, regarding the physical condition of any Unit or its suitability for any particular Unit Improvements. Declarant recommends that

prospective buyers have the Unit they wish to purchase inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.

(b) Environmentally Sensitive Areas. Declarant discloses that areas within the boundaries of certain Units may contain wetlands, environmental corridors, or other sensitive areas subject to laws and regulations restricting use and development.

7.05 Approval Not a Guarantee. Approval of Plans by the Declarant or the Association, as the case may be, shall in no event be construed as representing or guaranteeing to any Unit Owner that any Residence or other Unit Improvements built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant, nor the Association shall be responsible or liable for: (a) any defects in Plans submitted, revised, or approved pursuant to the terms of this Article VII; (b) any loss or damage arising out of the approval or disapproval of any Plans; (c) any loss or damage arising from the non-compliance of such Plans and specifications with any governmental ordinances, laws, or regulations; or (d) any defects in construction undertaken pursuant to such Plans.

7.06 Building Restrictions. All Residences and other Unit Improvements shall be constructed in compliance with any and all applicable state, county and municipal zoning and building codes and restrictions.

7.07 Location of Unit Improvements. Residences and all other Unit Improvements will be located within the boundaries of the Units by considering the topography of each Unit and the Common Elements, the location of trees, vegetation, and other aesthetic and environmental considerations, and the location of other Residences and Unit Improvements upon the Property. Notwithstanding the foregoing, no Unit Owner is guaranteed or entitled to a particular viewshed.

7.08 Single-Family Use and General Restrictions.

(a) Single-Family Residential Purpose. Each Unit and the Unit Improvements constructed within the boundaries of such Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is 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. Special permission shall be required from the Declarant (during the Period of Declarant Control) or the Association (following the Period of Declarant Control) for any business activities that may be conducted in or from any Unit or appurtenant Unit Improvements if confined solely to unobtrusive transactions. The granting or withholding of such permission shall be in the sole discretion of the Declarant or Association, as the case may be.

(b) Appearance of Yard. Each Unit, including all Front Yard Landscaping and all Side and Back Yard Landscaping shall be kept clean and free of debris and clutter by the Unit Owner so as to be neat in appearance when viewed from any street or other Unit and, if not so maintained, the Declarant or Association may correct any such deficiencies

and charge the costs thereof to the Unit Owner and levy a Special Assessment against the Unit with respect thereto.

(c) No Unlawful Activities. No Unit or any appurtenant Unit Improvements shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Unit or any Residence or other Unit Improvement appurtenant to a Unit, nor shall any activity be permitted or engaged in from or upon the Property which constitutes a public or private nuisance.

7.09 Use of Unit and Appurtenant Unit Improvements. No more than one Residence shall be constructed within the boundaries of a Unit. No garage, tent, shed, pool house, mobile home, or Unit Improvement (other than the Residence) may be used for temporary or permanent living or sleeping.

7.10 Leasing. No Unit and no Residence or other Unit Improvement may be rented or leased to any third party, without the prior written approval of the Declarant (during the Period of Declarant Control) or the Association (following the Period of Declarant Control), which approval may be withheld for any reason, or for no reason whatsoever. If the Declarant or the Association, as the case may be, approves a Unit Owner's request to rent or lease his or her Unit, then the rental or lease agreement shall be documented in writing, and prior to the commencement of such rental or lease agreement, the Unit Owner shall provide a copy of such rental or lease agreement to the Secretary of the Association. All lessees and tenants shall in all respects be subject to the terms and conditions of the Condominium Ownership Act, this Declaration, the Articles, the Bylaws, and the Rules and Regulations.

7.11 No Modification of Natural Areas. No removal of vegetation, altering of natural terrain, or construction of improvements of any kind whatsoever shall occur within the Common Elements or within any wetlands, floodplains, or environmental corridors located within the boundaries of the Property. Any activities within such areas may be undertaken only by the Association and shall comply with all applicable laws and ordinances.

7.12 Signs. No signs or advertising posters of any kind shall be maintained or permitted on the Common Elements, on any Unit, within any windows, or on the exterior of any Unit Improvements located within the Property without the express written permission of the Declarant (during the Period of Declarant Control) or the Association (following the Period of Declarant Control). The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such considerations as may be from time to time determined by the Declarant or the Association, as the case may be, in its sole and absolute discretion. Notwithstanding the foregoing: (a) the restrictions of this Section 7.12 shall not apply to the Declarant; (b) the Declarant (during the Period of Declarant Control) and the Association (following the Period of Declarant Control) shall have the right to erect such signs as they deem necessary, appropriate, or desirable, in their sole and absolute discretion, on any portion of the Common Elements; and (c) each Unit Owner shall be permitted to place one "FOR SALE" sign in the front yard of his or her Unit if the Unit is being actively marketed for sale. The sign at the entrance to the Property advertising the

development shall be removed upon completion of the construction of Residences within all Units of the Condominium, or at such earlier time as the Declarant may determine, in its sole discretion.

7.13 Antennas and Satellite Dishes. Except for those antennas and satellite dishes that must be permitted under federal, state, or local law, no television or radio antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed within the boundaries of any Unit, upon any Unit Improvements, or anywhere upon the Property without the prior written consent of the Declarant (during the Period of Declarant Control) or the Association (following the Period of Declarant Control). Neither the Declarant (during the Period of Declarant Control) nor the Association (following the Period of Declarant Control) shall be prohibited from installing equipment necessary for a master antenna, security systems, cable television systems, mobile radio, or other similar systems within or upon the Property.

7.14 Utility Lines. All utility lines, wires, conduits, and pipes for gas, electric, telephone and cable television services to a Residence or other Unit Improvement shall be installed underground, unless otherwise permitted in writing prior to installation by the Declarant (during the Period of Declarant Control) or the Association (following the Period of Declarant Control).

7.15 Pets. No exotic animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Unit Owner upon any portion of the Property or within the boundaries of any Unit, provided that generally recognized house pets may be kept in the Residences, subject to the Rules and Regulations adopted by the Association, and provided that such pets are kept or maintained solely as domestic pets and not for any commercial purpose, or in any manner that may be contrary to applicable law. No more than two (2) dogs and/or cats are permitted in each Residence. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance and no pet shall be outside of the boundaries of a Unit without a leash. Upon the written request of any Unit Owner, the Association may conclusively determine, in its sole and absolute discretion, whether for purposes of this Section 7.15, a particular pet is a generally recognized house pet or whether such pet is a nuisance. The Association may require the owner of a particular pet to remove such pet from the Property if such pet is found by the Association to be a nuisance or to be in violation of these restrictions. No structure for the housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements. Pets shall be under control at all times when walked or exercised in any portion of the Common Elements, and no pet excrement shall be left on any portion of the Common Elements but shall be promptly removed by the owner of such pet.

7.16 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Property, nor shall any nuisance or odors be permitted to exist or arise from any Unit so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons occupying any other portions of the Property. Noxious or offensive activities shall not be carried on anywhere on the Property.

7.17 Motor Vehicles, Trailers, Boats, Etc. All automobiles owned or used by Unit Owners or occupants other than temporary guests shall be parked inside garages, or in such other areas as may be established by the Association. The Association shall have the authority to promulgate Rules and Regulations to govern or prohibit the outside storage or parking anywhere

within the Property of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, campers, motorized campers, boats or other watercraft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, golf carts or any other related forms of transportation devices; provided, however, that such Rules and Regulations shall not prohibit the parking of trailers, campers, or motor homes for a period of two weeks or less for the purpose of loading and unloading.

No Unit Owners or occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within the Property except: (a) within enclosed garages or workshops; or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

7.18 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the development, completion, improvement, and sale of the Units and other real estate business conducted by the Declarant or any affiliate of the Declarant, including, without limitation, the installation and operation of sales offices, signs and model Units, all as may be approved by the Declarant from time to time. The right to maintain and carry on such facilities and activities shall include specifically the right to use Residences as model residences, and to use any Residence as an office for the sale of Units of the Condominium and for related activities.

7.19 Multiple Ownership. No Unit may be sold or owned under any time-sharing or time-interval ownership, or similar right-to-use programs.

7.20 Traffic Regulations. All vehicular traffic on any private streets and roads within the Property shall be subject to the provisions of the laws of the State of Wisconsin and Brown County concerning operation of motor vehicles on public streets and roads. The Association is hereby authorized to promulgate, administer, and enforce reasonable Rules and Regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits, and including modifications of those in force on private drives, within the Property. Only drivers licensed to operate motor vehicles by the State of Wisconsin or by any other state in the United States may operate any type of motor vehicle within the Property. All vehicles of any kind or nature which are operated on the streets in the Property shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the right of all residents of the Condominium.

ARTICLE VIII INSURANCE

8.01 Fire and Extended Loss Insurance.

(a) Association Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, and for the Association's service equipment, supplies, and personal property.

Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the 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 IX.

(b) Unit Owner Insurance. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all Unit Improvements for not less than the full replacement value thereof.

8.02 Public Liability Insurance. The Board of Directors of the Association 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.

8.03 Fidelity Insurance. 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 income. All premiums for such insurance shall be Common Expenses.

8.04 Directors' and Officers' Insurance. 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 \$100,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

8.05 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 VIII 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.

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

ARTICLE IX RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 9.01.

(a) Damage Less Than Five Percent of Replacement Cost. If the cost to repair or reconstruct the damaged portion of the Common Elements is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Common Elements 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 Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if the vote appurtenant to any one (1) Unit is cast in favor of such repair or reconstruction.

(b) 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 Common Elements 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 Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a

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

(c) 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 Common Element 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 Common Element shall be repaired or reconstructed unless within thirty (30) days after 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 Common Elements. Delivery of such written consent under the circumstances described in this Section 9.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

9.02 Plans and Specifications. Any reconstruction or repair of the Common Elements shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; and (b) the Board of Directors authorizes the variance. If a variance from the maps, plans, and specifications contained in the Condominium Plat or this Declaration is authorized, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repairing of such Common Elements, and shall immediately obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Common Elements has been completely restored or repaired as set forth in Section 9.06.

9.05 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 Common Elements 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.

9.06 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 Common Elements are referred to herein as "**Construction Funds**." It shall be presumed that the first funds 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.

9.07 Partition and Sale Upon Consent. If following damage or destruction described in Section 9.01(c), the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Brown County, Wisconsin, 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.

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

ARTICLE X CONDEMNATION

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

(a) Taking of Unit. If all or any part of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit or part thereof, including any equipment, fixtures, or Unit Improvements located therein, and for consequential damages to the Unit or Unit Improvements located therein.

(b) Taking of Common Elements. If part of the Common Elements is taken, then, if the Association determines that it shall repair or restore such Common Elements as described in Section 10.02, 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.

(c) Taking of Entire Condominium. 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.

10.02 Determination to Reconstruct Common Elements. Following the taking of any part of the Common Elements, then, if the Association determines that the Common Elements can be restored to a usable whole, the Common Elements shall be restored or reconstructed.

10.03 Plans and Specifications for Common Elements. 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 Common Elements.

10.04 Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction of the Units and appurtenant Unit Improvements shall be that of the respective Unit Owners, and the responsibility for restoration and reconstruction of the Common Elements shall be that of the Association, which shall immediately obtain reliable and detailed estimates of the cost to rebuild such Common Elements.

10.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements 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.

10.06 Surplus in Construction Funds. It shall be presumed that the first funds disbursed in payment of costs of reconstruction or restoration of the Common Elements 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.

10.07 Partition and Sale Upon Consent. If, pursuant to Section 10.02, 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 seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Brown County, Wisconsin, 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 XI MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage encumbering a Unit (a "**Mortgagee**") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

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

(b) Default. Any default under, any failure to comply with, or any violation of any of the provisions of this Declaration, the Articles, the Bylaws, or any of the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage.

(c) Damage. Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01 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.

11.03 Owners of Unmortgaged Units. 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.

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

ARTICLE XII 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 two-thirds (2/3) of the total voting interests held by all Unit Owners in the Association. No Unit Owner's consent shall be effective without the consent of the first Mortgagee of the Unit titled in the name of such Unit Owner. 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 for Brown County, Wisconsin, 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.

ARTICLE XIII REMEDIES

The Association shall have the sole right to enforce the provisions here of 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 this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that 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. Nothing herein shall be deemed to limit the rights of the City of Green Bay or Brown County to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association. If the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter the petitioner shall have the right to enforce the provisions hereof (except for the collection of charges, assessments, or fines under Article VI), to the extent that he or she 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 (a) the date of the Association's denial of such petition, or (b) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

The Association or the petitioning Unit Owner, as the case may be, shall have the right to recover court costs and reasonable attorney 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 all costs of enforcement, and second, to the Unit Owners of the Units damaged by the violation pro rata. Furthermore, 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 XIV GENERAL

14.01 Easements.

(a) Utility Easements. Existing utility easements are set out on the Condominium Plat. Declarant hereby reserves for itself (during the Period of Declarant Control) and for the Association (following the Period of Declarant Control) the right to grant to public or semi-public utility companies easements and rights-of-way upon and within the Property (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television and for other purposes for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi-public utility function that the Declarant or the Association, as the case may be, may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress, and

with the right to do whatever may be necessary to carry out the purposes for which the easement is created. Declarant further reserves for itself and for the Association the right to connect with any of the above-described utility lines, underground pipes, or other conduits together with access to the Property for such connection.

(b) Easement for Construction Access and Maintenance. Declarant hereby reserves for itself and its successors and assigns a right of access over, across and through the Property for the purpose of transporting construction materials, for making underground or above ground utility connections and any other reasonable use related to the construction of Unit Improvements and amenities in any phase of the development of the Condominium and construction of the Unit Improvements. In addition, Declarant reserves for itself and its successors and assigns a non-exclusive easement for ingress and egress over and across the Property.

(c) Easements to Run with the Land. All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant, the Association, and any Unit Owner, purchaser, Mortgagee, and other person having any interest in the Property or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Property to the rights and easements contained in this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, Mortgagees and trustees named as though such rights and easements were set forth in their entirety in such instrument.

14.02 Right of Entry. By acceptance of a deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Element; to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere within the Property; and to maintain and repair Common Elements and other areas, including those described in Section 6.05. Such entry shall be made with prior notice to the Unit Owner and shall be scheduled for a time reasonably convenient to the Unit Owner, except in the case of an emergency when delayed entry will result in injury or property damage. Such entry shall be done with as little inconvenience to the Unit Owner as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

14.03 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. All Unit 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.

14.04 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion

thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

14.05 Access to Condominium by the Association. During any period in which the Association is replacing or repairing any Common Elements, the Association and its contractors, subcontractors, agent , and employees shall have an easement for access to all parts of the Property as may be required in connection with such work.

14.06 Resident Agent. The name and address of the resident agent under Wis. Stat. §703.23 is Goldfinch, Inc., 2611 Libal Street, Green Bay, Wisconsin 54301. The resident agent may be changed by the Association in any manner permitted by law.

14.07 Conflicts. If 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, the Bylaws, and the 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.

14.08 Time Is of the Essence. Time is of the essence in the performance of all rights and obligations set forth in this Declaration.

[Signature page follows.]

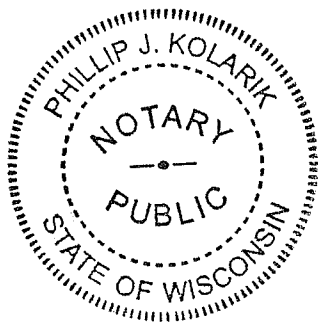
IN WITNESS WHEREOF, Green Viper Inc. has caused this Declaration to be executed at Green Bay, Wisconsin, as of the Effective Date.

GREEN VIPER INC.

By: Karen Young
Karen Young
President

STATE OF WISCONSIN :
: SS.
COUNTY OF Brown :

Personally came before me this 28 day of October 2024, Karen Young, to me known to be the President of Green Viper Inc., who acknowledged the foregoing document for the purposes recited therein on its behalf.



Phillip J. Kolarik
Phillip J. Kolarik
Notary Public, State of Wisconsin
My Commission: 4/1/2028
expires

THIS DOCUMENT DRAFTED BY:

Attorney Christopher J. Pahl
Ruder Ware, L.L.S.C.
130 N Adams Street
Green Bay, WI 54301
(920) 435-9393

EXHIBIT A

Legal Description of Land (Prior to Contribution to Condominium Form of Ownership)

All of Lot 2 of Certified Survey Map No. 9319, Document No. 2960641, Brown County Records, located in part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 23 North, Range 21 East, in the City of Green Bay, Brown County, Wisconsin.

Parcel contains 577,172 square feet / 13.25 acres, more or less. Parcel subject to easements and restrictions of record.

Tax Parcel No. 21-40-6-1.

EXHIBIT B
Condominium Plat

See attached.

THE WOODS RESERVES CONDOMINIUM

ALL OF LOT 2 OF CERTIFIED SURVEY MAP 9319 (DOCUMENT #2960541), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

100 50 0 100 200 300

GRAPHIC SCALE

SCALE 1"=100'

BEARINGS REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SECTION 2, T23N-R21E, WHICH BEARS, S80°26'04"W. COORDINATES BASED ON THE CURRENT COUNTY COORDINATE SYSTEM OF RECORD.

THE ADDRESS OF THE UNITS IS: ERIE ROAD, GREEN BAY, WI 54311. INDIVIDUAL UNIT ADDRESSES WILL BE DETERMINED BY THE CITY OF GREEN BAY AFTER THE FINAL PLAT IS RECORDED.

ENVIRONMENTALLY SENSITIVE AREA (ESA) NOTE: ENVIRONMENTALLY SENSITIVE AREA AS DEFINED IN THE CURRENT EDITION OF THE BROWN COUNTY SEWAGE PLAN, PORTIONS OF THE LANDSCAPE, INCLUDING VALUABLE NATURAL RESOURCE FEATURES THAT SHOULD BE PROTECTED FROM INTENSIVE DEVELOPMENT. ESAS SHALL ALSO INCLUDE A SETBACK OR BUFFER FROM THESE FEATURES. FURTHERMORE, AREAS OF STEEP SLOPES (SLOPES 12% OR GREATER) WHEN LOCATED WHOLLY OR PARTIALLY WITHIN THESE NATURAL RESOURCE FEATURES SHALL ALSO BE INCLUDED AS AN ESA.

BROWN COUNTY PLANNING COMMISSION	
THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM PLAT WITH RESPECT TO SEC. 703.115 WIS. STATS. AND IS HEREBY APPROVED FOR THE BROWN COUNTY PLANNING COMMISSION.	
DATED THIS _____ DAY OF _____, 2023.	
NOTES:	
1) ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS, UNLESS NOTED.	
2) UNIT OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE CITY HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.	
3) THE FIELDWORK WAS COMPLETED MAY 16, 2022.	
4) UNITS 3, 4, 7, 8, 31, 32, 33 & 34 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2020 BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES THE WETLANDS, DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED WITHIN THE ESA, UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.	
<div> <div> <div>GREEN VIPER, LLC</div> <div>THE WOODS RESERVES CONDOMINIUM</div> <div>CONDOMINIUM PLAT</div> </div> <div> <div>MACH</div> <div>ENGINEERING • SURVEYING • ENVIRONMENTAL</div> <div>2260 Saleschulte Court Green Bay, WI 54313</div> <div>P: 920-568-5765; F: 920-568-5767</div> <div>www.mach-wi.com</div> </div> </div>	

THE WOODS RESERVES CONDOMINIUM

NOTES:

1) ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS, UNLESS NOTED.

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3) THE FIELDWORK WAS COMPLETED MAY 18, 2022.

4) UNITS 3, 4, 7, 8, 31, 32, 33 & 34 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2003 BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES THE WETLANDS, DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED WITHIN THE ESA, UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

ALL OF LOT 2 OF CERTIFIED SURVEY MAP #9319 (DOCUMENT #2960641), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

NE CORNER
SECTION 2,
T23N-R21E
(1"=39.37' F.S.D.)
CAP FD)

GRAPHIC SCALE
SCALE 1"=60'

LEGEND

- 1" IRON PIPE FOUND
- 1.32"x18" IRON PIPE WITH CAP,
- WEIGHING 1.13 # / L.F. SET
- MONUMENT FOUND, TYPE NOTED

WETLAND-SURVEYED (E.S.A.) ENVIRONMENTALLY SENSITIVE AREA, (SEE NOTE 4 ON SHEETS 2 & 3).

WETLAND PER DELINEATION

UNPLATTED LANDS
S88°57'34"E 838.68'

S88°57'34"E 838.68'

COMMON ELEMENT

UNIT 10
6300 SF.

UNIT 9
6300 SF.

CL 20' DRAINAGE EASEMENT
(DCC 1358327)

SURVEYED ESA LINE (SEE NOTE 4)

UNIT 8
6678 SF.

UNIT 7
6720 SF.

UNIT 6
6720 SF.

UNIT 5
6717 SF.

UNIT 4
6720 SF.

UNIT 3
6720 SF.

UNIT 2
6720 SF.

UNIT 1
6720 SF.

UNIT 11
6720 SF.

UNIT 12
6720 SF.

UNIT 13
6720 SF.

UNIT 14
6720 SF.

UNIT 15
6720 SF.

UNIT 16
6300 SF.

UNIT 17
6720 SF.

UNIT 18
6656 SF.

UNIT 31
6720 SF.

UNIT 32
6720 SF.

UNIT 33
6720 SF.

UNIT 34
6720 SF.

UNIT 28
6300 SF.

UNIT 26
6274 SF.

DOVEWOOD TRAIL

QUAILWOOD TRAIL

S BRANCH BURD CREEK

O.L. 2
CSM #9319

ENVIRONMENTALLY SENSITIVE AREA (ESA) NOTE:
ENVIRONMENTALLY SENSITIVE AREA AS DEFINED IN THE CURRENT EDITION OF THE BROWN COUNTY SEWAGE PLAN, PORTIONS OF THE LANDSCAPE, INCLUDING VALUABLE NATURAL RESOURCE FEATURES THAT SHOULD BE PROTECTED FROM INTENSIVE DEVELOPMENT. ESAs SHALL ALSO INCLUDE A SETBACK OR BUFFER FROM THESE FEATURES. FURTHERMORE, AREAS OF STEEP SLOPES (SLOPES 12% OR GREATER) WHEN LOCATED WHOLLY OR PARTIALLY WITHIN THESE NATURAL RESOURCE FEATURES SHALL ALSO BE INCLUDED AS AN ESA.

GREEN VIPER, INC.
THE WOODS RESERVES CONDOMINIUM
CONDOMINIUM PLAT

MACH
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salescheller Court Green Bay, WI 54313
PH: 920-568-5765 Fax: 920-568-5767
www.mach-inc.com

DATE	REVISION	DESCRIPTION
REVISED FEBRUARY 6, 2022	(REVIEW COMMENTS)	
MAY 10, 2022	(UNIT ADJUSTMENT)	
NOVEMBER 2022	(REVISION DETAIL)	

2

NOTES:

1) ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS, UNLESS NOTED.

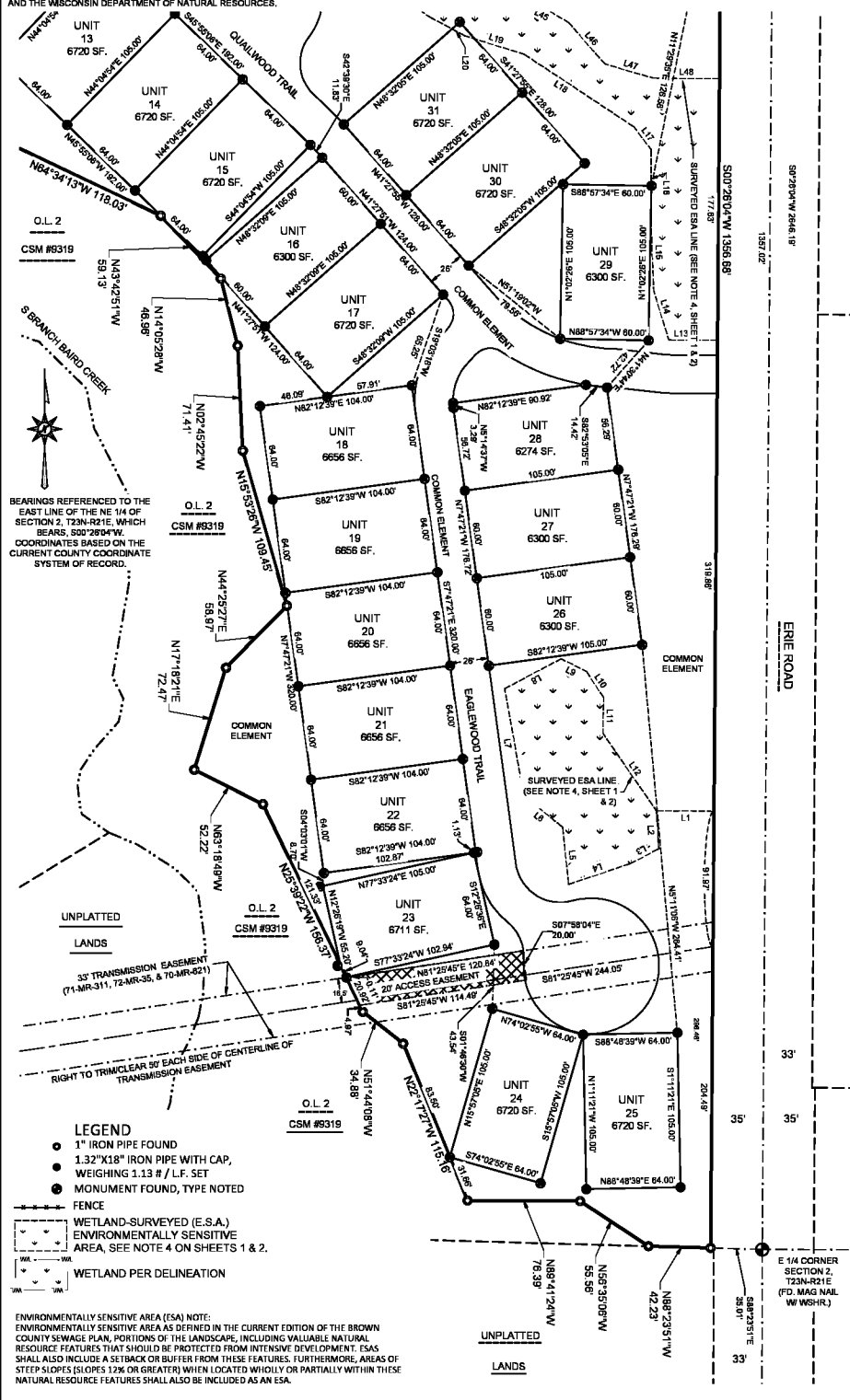
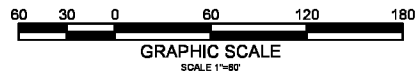
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3) THE FIELDWORK WAS COMPLETED MAY 16, 2022.

4) UNITS 3, 4, 7, 8, 32, 33, 34 & 36 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2003 BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES THE WETLANDS, DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED WITHIN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

THE WOODS RESERVES CONDOMINIUM

ALL OF LOT 2 OF CERTIFIED SURVEY MAP #9319 (DOCUMENT #2960641), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



Line #	Length	Direction
L1	38.95'	N89°33'56"W
L2	25.79'	N31°14'33"W
L3	22.18'	N62°33'31"E
L4	43.84'	N71°20'15"E
L5	39.05'	S6°03'28"E
L6	33.74'	S51°18'53"E
L7	74.09'	S10°03'09"E
L8	43.28'	S62°01'13"W
L9	19.32'	N63°16'06"W
L10	21.15'	N33°30'26"W
L11	24.40'	N1°06'48"E
L12	63.85'	N34°38'53"W
L13	33.05'	S89°33'56"E
L14	35.12'	S17°00'09"E
L15	51.32'	S2°10'17"E
L16	44.39'	S0°24'11"W
L17	19.27'	S37°17'01"E
L18	89.84'	S56°31'22"E
L19	41.99'	S72°48'52"E
L20	26.94'	S81°42'09"E
L21	46.53'	S56°07'07"E
L22	23.52'	S51°28'55"E
L23	34.32'	S55°19'21"E
L24	26.78'	S63°58'10"E
L25	25.44'	S59°53'01"E
L26	57.18'	S27°48'39"E
L27	23.43'	S23°48'05"E
L28	22.74'	S20°56'50"E
L29	38.48'	S72°04'36"E
L30	18.69'	S56°10'47"E
L31	44.14'	S46°10'35"E
L32	35.52'	S63°14'22"E
L33	14.56'	S44°56'49"W
L34	39.74'	N65°12'45"W
L35	43.10'	N48°53'32"W
L36	31.87'	N82°24'31"W
L37	20.22'	N57°13'56"W
L38	20.86'	N40°56'14"W
L39	76.87'	N20°17'21"W
L40	4.40'	N10°24'48"E
L41	42.02'	N48°18'50"W
L42	24.30'	N68°32'40"W
L43	86.44'	N57°37'54"W
L44	60.22'	N83°26'05"W
L45	36.42'	N59°55'49"W
L46	37.53'	N41°08'11"W
L47	34.42'	N73°44'29"W
L48	44.81'	N89°33'56"W
L49	40.52'	S08°53'07"W
L50	41.34'	N80°33'22"W
L51	34.42'	N08°53'56"E
L52	41.75'	S0°56'45"E
L53	138.10'	S32°35'33"E
L54	56.44'	S73°33'02"W
L55	74.23'	S54°22'08"E
L56	30.32'	S71°00'10"E
L57	48.76'	S81°02'42"E
L58	52.34'	S77°58'03"E
L59	71.68'	S88°57'07"E
L60	49.59'	S65°38'44"E
L61	44.53'	S48°08'56"E
L62	55.22'	S31°44'04"E
L63	56.13'	S74°35'47"E
L64	44.82'	S47°11'44"E
L65	27.46'	S16°20'31"E
L66	42.41'	S17°45'37"E
L67	48.40'	S22°06'50"E
L68	67.02'	S0°07'56"W
L69	39.27'	S30°44'55"E
L70	68.88'	N32°15'25"W
L71	89.01'	N12°30'28"W
L72	37.13'	N23°44'27"E
L73	60.41'	N53°38'36"E
L74	23.95'	S34°23'28"E
L75	65.87'	S42°22'45"E
L76	35.66'	S37°38'45"E
L77	61.17'	S25°02'09"E
L78	66.35'	S10°56'55"E

LEGEND

- 1" IRON PIPE FOUND
- 1.32"x18" IRON PIPE WITH CAP, WEIGHING 1.13 # / L.F. SET
- MONUMENT FOUND, TYPE NOTED
- FENCE
- WETLAND-SURVEYED (E.S.A.)
- ENVIRONMENTALLY SENSITIVE AREA, SEE NOTE 4 ON SHEETS 1 & 2.
- WETLAND PER DELINEATION

ENVIRONMENTALLY SENSITIVE AREA (ESA) NOTE: ENVIRONMENTALLY SENSITIVE AREA AS DEFINED IN THE CURRENT EDITION OF THE BROWN COUNTY SEWAGE PLAN, PORTIONS OF THE LANDSCAPE, INCLUDING VALUABLE NATURAL RESOURCE FEATURES THAT SHOULD BE PROTECTED FROM INTENSIVE DEVELOPMENT. ESAS SHALL ALSO INCLUDE A SETBACK OR BUFFER FROM THESE FEATURES. FURTHERMORE, AREAS OF STEEP SLOPES (SLOPES 12% OR GREATER) WHEN LOCATED WHOLLY OR PARTIALLY WITHIN THESE NATURAL RESOURCE FEATURES SHALL ALSO BE INCLUDED AS AN ESA.

DATE	BY	REVISION DESCRIPTION
2022-05-16	GREEN VIPER, INC.	INITIAL SURVEY
2022-05-16	GREEN VIPER, INC.	REVISION 1: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 2: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 3: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 4: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 5: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 6: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 7: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 8: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 9: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 10: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 11: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 12: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 13: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 14: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 15: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 16: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 17: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 18: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 19: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 20: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 21: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 22: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 23: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 24: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 25: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 26: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 27: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 28: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 29: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 30: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 31: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 32: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 33: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 34: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 35: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 36: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 37: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 38: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 39: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 40: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 41: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 42: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 43: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 44: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 45: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 46: UNIT ADJUSTMENTS
2022-05-16	GREEN VIPER, INC.	REVISION 47: UNIT ADJUSTMENTS
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2022-05-16	GREEN VIPER, INC.	REVISION 100: UNIT ADJUSTMENTS

GREEN VIPER, INC.

THE WOODS RESERVES CONDOMINIUM

CONDOMINIUM PLAT

MACH

ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salschelder Court Green Bay, WI 54313
PH: 820-568-5765; Fax: 820-568-5767
www.mach-inc.com

EXHIBIT C

Legal Description of Property (Following Contribution to Condominium Form of Ownership)

The following described real estate, together with the rents, profits, fixtures and other appurtenant interests, located in Brown County, State of Wisconsin:

Units 1 to 35, inclusive, all in The Woods Reserves Condominium, created by a Condominium Declaration of Conditions, Covenants, Restrictions and Easements for The Woods Reserves Condominium dated March 7, 2023, and recorded with the office of the Register of Deeds for Brown County, Wisconsin, on March 21, 2023, as Document No. 3031298, and by its Condominium Plat.

Tax Parcel Nos. and Addresses:

Unit No.	Tax Parcel No.	Address
1	21-8490	300 Erie Road, Green Bay, WI 54311
2	21-8491	308 Erie Road, Green Bay, WI 54311
3	21-8492	316 Erie Road, Green Bay, WI 54311
4	21-8493	3497 Dovewood Trail, Green Bay, WI 54311
5	21-8494	3487 Dovewood Trail, Green Bay, WI 54311
6	21-8495	3483 Dovewood Trail, Green Bay, WI 54311
7	21-8496	3479 Dovewood Trail, Green Bay, WI 54311
8	21-8497	3475 Dovewood Trail, Green Bay, WI 54311
9	21-8498	3469 Dovewood Trail, Green Bay, WI 54311
10	21-8499	3463 Dovewood Trail, Green Bay, WI 54311
11	21-8500	3466 Quailwood Trail, Green Bay, WI 54311
12	21-8501	3468 Quailwood Trail, Green Bay, WI 54311
13	21-8502	3470 Quailwood Trail, Green Bay, WI 54311
14	21-8503	3472 Quailwood Trail, Green Bay, WI 54311
15	21-8504	3476 Quailwood Trail, Green Bay, WI 54311
16	21-8505	3482 Quailwood Trail, Green Bay, WI 54311
17	21-8506	3484 Quailwood Trail, Green Bay, WI 54311
18	21-8507	356 Eaglewood Trail, Green Bay, WI 54311
19	21-8508	360 Eaglewood Trail, Green Bay, WI 54311
20	21-8509	366 Eaglewood Trail, Green Bay, WI 54311
21	21-8510	372 Eaglewood Trail, Green Bay, WI 54311
22	21-8511	380 Eaglewood Trail, Green Bay, WI 54311
23	21-8512	386 Eaglewood Trail, Green Bay, WI 54311
24	21-8513	392 Eaglewood Trail, Green Bay, WI 54311
25	21-8514	396 Eaglewood Trail, Green Bay, WI 54311
26	21-8515	367 Eaglewood Trail, Green Bay, WI 54311
27	21-8516	361 Eaglewood Trail, Green Bay, WI 54311

28	21-8517	357 Eaglewood Trail, Green Bay, WI 54311
29	21-8518	3495 Quailwood Trail, Green Bay, WI 54311
30	21-8519	3485 Quailwood Trail, Green Bay, WI 54311
31	21-8520	3483 Quailwood Trail, Green Bay, WI 54311
32	21-8521	3480 Dovewood Trail, Green Bay, WI 54311
33	21-8522	3486 Dovewood Trail, Green Bay, WI 54311
34	21-8523	3490 Dovewood Trail, Green Bay, WI 54311
35	21-8524	3496 Dovewood Trail, Green Bay, WI 54311