

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
SAND BEACH COMMONS CONDOMINIUM

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Unit 1 (Tax Parcel No. GB-1029)

Unit 2 (Tax Parcel No. GB-1030)

Unit 3 (Tax Parcel No. GB-1031)

Unit 4 (Tax Parcel No. GB-1032)

Unit 5 (Tax Parcel No. GB-1033)

Unit 6 (Tax Parcel No. GB-1034)

Unit 7 (Tax Parcel No. GB-1035)

Unit 8 (Tax Parcel No. GB-1036)

(Parcel Identification Number)

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Drafted by:

Daniel J. Fiorenza, Esq.

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111 E. Wisconsin Avenue, Suite 1800

Milwaukee, WI 53202

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
SAND BEACH COMMONS CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF SAND BEACH COMMONS CONDOMINIUM (“Amended and Restated Declaration”) is made this 22nd day of January, 2024, pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (the “Act”) and Article XII (previously Article XIII) of the Declaration.

WITNESSETH:

WHEREAS, Sand Beach Commons Condominium (“SBCC”), a condominium declared and existing under and by virtue of the Act, was established pursuant to that Condominium Declaration of Sand Beach Commons Condominium, recorded at Jacket 28145, Image 43, as Document No. 1533320 in the Office of the Register of Deeds of Brown County, Wisconsin on December 31, 1996, as amended by that Amendment to Remove a Part of Sand Beach Commons Condominium, recorded as Document No. 1541533 in the Office of the Register of Deeds of Brown County, Wisconsin on March 12, 1997, as amended by that Second Amendment to Condominium Declaration and Plat of Sand Beach Commons Condominium, recorded as Document No. 1906647 in the Office of the Register of Deeds of Brown County, Wisconsin on June 17, 2002, as amended by that Third Amendment to Condominium Declaration and Plat of Sand Beach Commons Condominium, recorded as Document No. 2197699 in the Office of Register of Deeds of Brown County, Wisconsin on June 23, 2005, as amended by that Fourth Amendment to Condominium Declaration and Fifth Addendum to Plat of Sand Beach Commons Condominium, recorded as Document No. 2325391 in the Office of Register of Deeds of Brown County, Wisconsin on July 31, 2007, as amended by that Fifth Amendment to Condominium Declaration and Sixth Addendum to Plat of Sand Beach Commons Condominium, recorded as Document No. 3027341 in the Office of Register of Deeds of Brown County, Wisconsin on January 19, 2023, and as further amended by this Amended and Restated Declaration (collectively, the “Declaration”);

WHEREAS, the land which is subject to the Declaration, as amended from time to time, is located in the Town of Green Bay, County of Brown, State of Wisconsin, and is legally described on **Exhibit A** which is attached hereto and incorporated herein by reference, and herein referred to as the “Real Estate Parcel”; and

WHEREAS, Lyle R. Tielens, Diane M. Tielens, Charles P. Growe and Dolores M. Growe were the Declarant under the Declaration, no longer holds any ownership interest in the Property, and all time periods and rights of Declarant have lapsed; and

WHEREAS, the Declaration created the following Units within the Condominium:

Unit 1	(Tax Parcel No. GB-1029)
Unit 2	(Tax Parcel No. GB-1030)
Unit 3	(Tax Parcel No. GB-1031)
Unit 4	(Tax Parcel No. GB-1032)
Unit 5	(Tax Parcel No. GB-1033)
Unit 6	(Tax Parcel No. GB-1034)
Unit 7	(Tax Parcel No. GB-1035)
Unit 8	(Tax Parcel No. GB-1036)

WHEREAS, the Declaration established Sand Beach Commons Condominium Owner's Association, Inc., a Wisconsin nonprofit corporation, of which all Unit Owners are members of (the "Association"); and

WHEREAS, pursuant to Article XII (previously Article XIII) of the Declaration and Section 703.09 of the Wisconsin Statutes, the Declaration may be amended upon the written consent of the Unit Owners holding at least seventy-five percent (75%) of the aggregate votes of the Association; and

WHEREAS, to clarify and conform the terms and conditions of the Declaration to the current operations of SBCC and the Association, the Unit Owners desire to amend and restate the Declaration in its entirety in accordance with the terms and conditions of this Amended and Restated Declaration; and

WHEREAS, the Unit Owners holding at least seventy-five percent (75%) of the aggregate votes of the Association have executed and approved this Amended and Restated Declaration, and such written consent has been confirmed by the Association; and

WHEREAS, the Association has followed mortgage lender consent procedures described in Section 703.09 of the Wisconsin Statutes and has obtained all necessary approvals.

NOW THEREFORE, the Declaration is hereby amended and restated in its entirety as follows:

ARTICLE I

DEFINITIONS

When used in this Declaration, unless the context shall otherwise expressly require, the following words shall have the respective meanings, and all definitions shall be applicable to the singular and plural forms of such terms:

1.01 Act. The Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

1.02 Assessment. A share of the Common Expenses and other charges from time to time assessed against a Unit and the respective Unit Owner by the Association in accordance with the terms of this Declaration.

1.03 Association. The Sand Beach Commons Condominium Owner's Association, Inc., a Wisconsin non-profit corporation, formed pursuant to this Declaration which all Unit Owners are members of and hold an equal Percentage Interest in.

1.04 Board. The Board of Directors of the Association acting pursuant to the Act, this Declaration, and the Rules and Regulations.

1.05 Building. Any Structure having a roof supported by columns or walls used or intended for the shelter or protection of persons or property of any kind.

1.06 Building Set Back. That part of a Limited Common Element for a Unit which is shown on the Plat and within which no Improvements, excepting only an access driveway, may be constructed, placed, erected, or installed.

1.07 Common Elements. All of the Property except the Units.

1.08 Common Expenses. All sums assessed against a Unit and the respective Unit Owner by the Association, and all expenses declared to be Common Expenses by the Act or by this Declaration.

1.09 Declaration. This instrument by which the Real Estate Parcel is subject to the provisions of the Act, and all amendments and supplements hereof recorded in the office of the Register of deeds for Brown County, Wisconsin.

1.10 Improvements. Any Building, any Structure, or any alteration whatsoever to the exterior of any Building or any Structure, or any alteration whatsoever of the surface, grade, or contour of any land within the Property.

1.11 Limited Common Elements. Those Common Elements designated in this Declaration as reserved for the exclusive use of a Unit and its Unit Owners. The Unit Owner of each Unit shall have an exclusive and perpetual right and easement appurtenant to the Limited Common Element for a Unit to construct, use, maintain, remove and replace surface and sub-surface improvements including, but not limited to, access driveways, walkways, and accessory buildings, upon and in such Limited Common Element as defined on the Plat for the use and enjoyment of such Unit Owner, in accordance with this Declaration. Such right and easement to construct, use, maintain and remove improvements is subject to the use restrictions contained in Article VIII of this Declaration.

1.12 Occupant. A Person in lawful possession of a Unit other than the Unit Owner of such Unit.

1.13 Percentage Interests. The appurtenant, undivided interest of all Units in the Common Elements and Association, expressed as a percentage, with all Units Owners have an equal percentage interest and one vote per Unit Owner.

1.14 Person. A natural person, corporation, partnership, association, trust, or other legal entity or any combination or thereof.

1.15 Plat. The Condominium Plat of Sand Beach Commons Condominium recorded in Volume 2 of Condominium Plats, Page 110, as Document Number 1533319 in the Office of the Register of Deeds for Brown County, Wisconsin, on December 31, 1996, as amended by that Amended Plat recorded in Volume 2 of Condominium Plats, Page 114, as Document Number 1541534 in the Office of the Register of Deeds for Brown County, Wisconsin, on March 12, 1997, as further amended by that Third Addendum to the Sand Beach Commons Condominium Plat recorded in Volume 4 of Condominium Plats, Page 4, as Document Number 1906646 in the Office of the Register of Deeds for Brown County, Wisconsin, on June 17, 2002, as further amended by that Fourth Addendum to the Sand Beach Commons Condominium Plat recorded in Volume 4 of Condominium Plats, Page 232, as Document Number 2197698 in the Office of the Register of Deeds for Brown County, Wisconsin, on June 23, 2005, as further amended by that Fifth Addendum to the Sand Beach Commons Condominium Plat recorded in Volume 5 of Condominium Plats, Page 62, as Document Number 2325390 in the Office of the Register of Deeds for Brown County, Wisconsin, on July 31, 2007, as further amended by that Sixth Addendum to the Sand Beach Commons Condominium Plat recorded as Document Number 3027341 in the Office of the Register of Deeds for Brown County, Wisconsin, on January 19, 2023, and as further amended by that Seventh Addendum to the Sand Beach Commons Condominium Plat recorded as Document Number 3029048 in the Office of the Register of Deeds for Brown County, Wisconsin, on February 15, 2023 (collectively, the “Plat”) and made a part hereof reflecting the Property, the Units, the Limited Common Elements, and the Common Elements of SBCC.

1.16 Property. The Real Estate Parcel designated on the Plat and all buildings structures improvements and other permanent fixtures of whatsoever kind now or at any time hereafter placed upon the Real Estate Parcel, together with all rights, obligations, and easements appurtenant thereto which are by this Declaration made subject the provisions of the Act.

1.17 Residence. One or more rooms within a Building designed to be used by one family exclusively as an independent dwelling and for purposes accessory thereto.

1.18 Rules and Regulations. Those rules and regulations provided for herein and those additional rules and regulations, as may be adopted from time to time by the Board and approved by the Unit Owners holding at least seventy-five percent (75%) of the aggregate votes of the Association, regulating the use and operation of the Property, including Units, Common Elements, and Limited Common Elements.

1.19 Structure. Anything whatsoever which is either constructed, erected, placed, or installed in or upon the Property including, but not limited to, Buildings, sidewalks and driveways providing access thereto.

1.20 Unit. A part of the Property as shown on Plat being a cubicle of air having vertical sides formed by the planes extending upward from the surface boundary lines of the respective Unit,

having a lower side formed by the surface of such Unit, and having an upper side thirty-five (35) feet above and parallel to the surface of such Unit. 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 surface and sub-surface improvements including, but not limited to, buildings, access driveways, walkways, building foundations and pilings, upon and in such Unit as defined on the Plat for the use and enjoyment of such Unit Owner, in accordance with this Declaration. Such right and easement to construct, use, maintain and remove improvements is subject to the use restrictions contained in Article VIII of this Declaration. A Unit shall include the Percentage Interest of such Unit in the Common Elements.

1.21 Unit Number. The number or number combination designating and assigned to a specific Unit, as appearing on the Plat.

1.22 Unit Owner. The record owner of a Unit and the percentage interest in the Common Elements associated with said Unit. If there is more than one record owner of a Unit, the record owners shall be deemed to be collectively referred to as the Unit Owner and shall collectively be entitled to one vote with respect to such Unit.

1.23 Unit Owner Improvement. Any Building, any Structure and any other surface or sub surface improvement including, but not limited to, any access driveway, walkway, building foundation and basement located within a Unit or located in the Limited Common Element for the respective Unit.

1.24 Voting Member. The one person with respect to each Unit entitled to vote at any meeting of the Unit Owners.

ARTICLE II **SMALL CONDOMINIUM**

2.01 Condominium Ownership. By and pursuant to this Declaration, the Property shall be subject to the Act until such time as this Declaration is terminated by all the Unit Owners and the Property is removed from the provisions of the Act. Further, SBCC shall be designated and constitute a small condominium as defined under the Act and SBCC elects for Section 703.365(8) of the Act to apply to SBCC

2.02 Legal Description. The legal description of each Unit shall consist of the Unit Number of such Unit as shown on the Plat. Every deed, mortgage, or other instrument shall legally describe a Unit by its Unit Number as shown on the Plat, and every such description shall be good and sufficient for all purposes, as provided in this Declaration. The exterior boundaries of a Unit (as shown on the Plat) may not be expanded or modified except by or with the written consent of at least 75% of the Unit Owners, and then only as provided in this Declaration.

2.03 Single-Family Residences. All dwellings constructed within the Property shall be constructed on or within a Unit and shall be used as a single-family Residence only.

2.04 Unit Owner Improvements. Each Unit Owner is hereby granted the exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove, and replace Unit Owner Improvements in, upon and within the Limited Common Element for their respective Unit.

ARTICLE III **COMMON ELEMENTS**

3.01 Ownership of Common Elements. Each Unit Owner shall own an undivided interest in all Common Elements as a tenant-in-common with all other Unit Owners. Each Unit Owner shall have the right, appurtenant to their respective Unit, to use the Common Elements for all purposes necessary for the use and occupancy of such Unit as permitted by this Declaration. The interest of each Unit Owner in the Common Elements appurtenant shall be equally proportioned to each Unit Owner.

3.02 No Partition of Common Elements. There shall be no partition of the Common Elements unless this Declaration is terminated by all the Unit Owners and the Property is removed from the provisions of the Act.

ARTICLE IV **GENERAL PROVISIONS FOR UNITS AND COMMON ELEMENTS**

4.01 No Severance of Unit Ownership. No Unit Owner shall execute any deed, mortgage, lease, or other instrument affecting any Unit without including therein the interest in such Unit and its Percentage Interest in the Common Elements. Any such deed, mortgage, lease, or other instrument purporting to include the one without including the other shall be deemed and taken to include the interest so omitted.

4.02 Use of the Common Elements. Subject to the exclusive rights of each Unit Owner to the use and enjoyment of the respective Limited Common Element appurtenant to its Unit, each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, and the Rules and Regulations.

4.03 Maintenance of Common Elements. Except for Limited Common Elements appurtenant to a Unit and Unit Owner Improvements which shall be the responsibility of the respective Unit Owner, the management, repair, alteration, and improvement of the Common Elements shall be the responsibility of the Association. Each Unit Owner shall pay as an assessment a share of the common expenses for maintenance, repair, replacement, administration, and operation of the Common Elements equally proportioned for each Unit. Payment therefore shall be in such amount and at such times as may be established by the Association through its Board. If a Unit Owner fails to pay such assessment when due, the amount thereof shall constitute a lien on the respective Unit.

4.04 Easements.

- (a) Encroachments. If by any reason of the settling or shifting of any Unit Owner Improvements, any part of the Common Elements shall encroach upon any part of any Unit, or if any part of any Unit Owner Improvements shall encroach upon any part of the Common Elements or any other Unit, then valid easements for the maintenance and continuation of such encroachment are hereby established and shall exist for the benefit of and be appurtenant to such Unit, Unit Owner Improvements and the Common Elements, as the case may be, for the period of time any such encroachment or any replacement thereof shall remain. Notwithstanding, if any Unit Owner Improvement shall encroach upon any easement granted herein, within the Plat, or prior to the construction of the Unit Owner Improvement, then such Unit Owner shall be responsible for all costs in the removal of such Unit Owner Improvement from the easement area and agrees to indemnify the association from any claims or costs relating to such encroachment.
- (b) Easements for Unit Owners. The Unit Owner of each Unit is hereby granted an exclusive and perpetual right and easement appurtenant to such Unit or Units to construct, use, maintain, remove and replace surface and sub-surface and sub-surface improvements, including, but not limited to, buildings, access driveways, walkways, building foundations and basements, upon and in the Unit and the respective Limited Common Element for such Unit, in accordance with and subject to this Declaration.
- (c) Easements for Utilities. The Association shall have the right to grant to public or semi-public utility companies, easements and rights-of-way (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 Board may deem fit and proper for the improvement and benefit of SBCC. Such easements and rights of shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.
- (d) Easement for Construction Access and Maintenance. The Association shall have the right of access over, across and through the Property including over and across the roadways described in the Plat 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 buildings, Units, improvements, and amenities.
- (e) 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 Association, 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 fully as though such rights and easements were set forth in their entirety in such instrument.

4.05 Separate Mortgages of Unit. No Unit Owner shall have the right or authority to mortgage or otherwise encumber, in any manner whatsoever, the Property or any part thereof, except only that each Unit Owners all have the right to mortgage or encumber the Unit owned by such Unit Owner, and the Percentage Interest applicable thereto.

4.06 Separate Real Estate Taxes. Each Unit shall be taxed separately to each respective Unit Owner, as provided in the Act. In the event that, for any year, such taxes are not taxed separately to each Unit Owner but are taxed on the Property in its entirety, then each Unit Owner shall pay that portion of such taxes equal of each Unit Owner's Percentage Interest multiplied by the real estate tax bill for the Property in its entirety.

4.07 Utilities. Each Unit Owner shall be responsible for payment of the cost of telephone, electricity, gas, water, sanitary sewer, and all other services and utilities used within or furnished to the Unit. All utilities installed by a Unit Owner such as telephone, cable television, electricity, gas, sewer, water, and any other utility service lines, wires, laterals, or pipes serving a Unit shall be installed underground.

4.08 Insurance; Unit Owners. Each Unit Owner shall be responsible for obtaining (i) fire, casualty, and extended coverage insurance, at full insurable replacement cost on the Unit Owners Improvements for such Unit and on all personal property within the Unit, and (ii) personal liability insurance for all conditions and events occurring within the Unit. Each Unit Owner hereby waives and releases any and all claims which may arise against any other Unit Owner, the Association including Board and its officers, for damage to the Common Elements, the Units, the Unit Owner Improvements or any personal property located in the Common Elements or Units caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

4.09 Maintenance Repairs, and Replacements of Unit Owner Improvements. Each Unit Owner shall be responsible for all maintenance, repair, and replacement of the Unit Owner's Improvements. The Association shall have no obligation to maintenance, repair or replace any Unit Owner Improvements provide, however, the Association may maintain, repair, or replace any such improvement in the event the Unit Owner violates any of the architectural standards set forth in Article VIII. The Unit Owner of any Unit Owner Improvements that are maintained, repaired, or replaced by the Association shall be assessed for the expenses incurred by the Association in performing said services.

4.10 Maintenance of Landscaping. Each Unit Owner shall be responsible for maintaining the landscaping on the Limited Common Element for such Unit. In the event that any Unit Owner fails to properly maintain the landscaping on the Limited Common Element for such Unit in accordance with the approval granted pursuant to Section 8.06 after notice from the Association and a reasonable opportunity to cure, the Association may undertake the required maintenance and all costs incurred by the Association shall be assessed against the Unit payable within thirty (30) days following the assessment in accordance with the provisions of Section 6.07 hereof.

4.11 Negligence of Unit Owner. If, due to the willful or negligent act or omission of a Unit Owner, a guest, a member of the family or a household pet of such Unit Owner, or of an occupant of such Unit, any damage shall be caused to the Common Elements or to a Unit or Unit Owner Improvements owned by others, then such Unit Owner shall pay for such damage, including repair and replacement, as may be determined by the Association through its Board.

ARTICLE V **ASSOCIATION**

5.01 Bylaws of the Association. The provisions of this Article V and the succeeding Article VI shall constitute the bylaws of the Association as referred to in the Act. Every Unit Owner in the Association shall comply strictly with Article V-VI herein and with the Rules and Regulations as amended from time to time by the Association's Board. Failure to so comply with the Rules and Regulations and provisions of this Declaration shall be grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved Unit Owner.

5.02 Formation of the Association. The Association is known as the Sand Beach Commons Condominium Owner's Association, Inc., a Wisconsin nonprofit corporation. The address of the Association and SBCC shall be 5346 Sand Beach Drive, Luxemburg, Wisconsin 54217 or such other address as shall be adopted by the Board from time to time and filed with the Wisconsin Department of Financial Institutions. The membership thereof shall always include all the Unit Owners. Further, all correspondence, notices, and mailings, including legal notices and service of process, to the Association or SBCC shall be delivered or made to the registered agent for the Association at such agent's office as shall be designated with the Wisconsin Department of Financial Institutions from time to time.

5.03 Election/Removal of the Board and Officers. At the Association's annual meeting of Unit Owners, the Unit Owners shall elect, from the members of the Association, a President, Vice President, Secretary and Treasurer of the Association. These officers shall also serve as the Board for the Association. One Unit Owner may hold both offices of Vice President and Secretary or Treasurer. Once elected, officers shall serve for a one (1) year term or until a successor is duly elected and qualified or until such officer is removed, resigns or is unable to serve. Upon an affirmative vote of a majority of the Unit Owners, any officer/member of the Board may be removed, either with or without cause and his or her successor shall then, at a special meeting, thereafter, be elected.

5.04 Powers of the Board. All actions taken and all powers exercised on behalf of the Association shall be so taken and so exercised by the Board upon an affirmative vote of at least sixty-six percent (66%) of the Board. The Board shall exercise the powers provided in this Section in the best interests of the Association. The Board shall have the following specified duties, powers, and responsibilities:

- (a) To administer the affairs of the Limited Common Elements which are in the Common Element area of the Property pursuant to the terms of this Declaration.

- (b) To formulate policies for the administration, management, and operation of the Property and the Common Elements.
- (c) To adopt Rules and Regulations governing the administration, management, operations, and use of the Property and Common Elements, and to amend the Rules and Regulations from time to time, provided that the Board has obtained the written consent and approval for such amendment or additional Rules and Regulations from the Unit Owners holding at least seventy-five percent (75%) of the aggregate votes of the Association.
- (d) To provide for the maintenance, repair and replacement of the Common Elements and payment, therefore.
- (e) To prepare annual budgets and provide for the assessment and collection of the Assessments from each Unit Owner in equal proportions.
- (f) To keep books and records with respect to all monies collected and expended.
- (g) To borrow funds for a term not exceeding one (1) year, but only for such Association purposes and only for such terms as are approved by the unanimous vote of the Board.
- (h) To acquire or provide or pay for out of the maintenance fund any capital additions and improvements but only for such terms as are approved by the affirmative vote of no less than sixty-six percent (66%) of the Board.
- (i) To establish committees to study and advise the Board on Association or Property matters.
- (j) To consult with the Unit Owners from which and on behalf of which each such member is elected on all matters related to the Property and to communicate such concerns to the other members of the Board.
- (k) To keep all Unit Owners informed as to the actions of the Board as such actions relate to those Unit Owners.
- (l) To exercise all other powers and duties necessary or convenient to fulfill its purpose and responsibilities hereunder.
- (m) To act as the Architectural Standards Committee and exercise all powers and discretion thereof.
- (n) To procure and maintain liability insurance to protect the Board for its service hereunder, the premiums for which shall be considered a Common Expense.
- (o) To procure and maintain general comprehensive public liability insurance, in such reasonable amounts as it shall deem desirable, insuring the Unit Owners, and their

mortgagees, if requested, and the Association (including its Board, officers and members) in connection with all liability which may arise within the Common Elements. All premiums related to the above insurance shall be paid by the Association as a Common Expense. The Board shall not be responsible for obtaining insurance on any Improvements within the Property unless said Improvements are owned or used by the Association as a Common Element, in which event the Association shall also obtain casualty insurance on said Improvements in addition to general comprehensive public liability insurance.

- (p) To hire or contract with contractors, accountants, attorneys, consultants, management companies and agents for the purpose of managing and operating the Association and SBCC.

The Board shall meet as frequently as required to efficiently handle the matters of the Association, but in no event, less frequently than annually. The presence of sixty-six percent (66%) of the Board shall constitute a quorum and, unless otherwise provided, the vote of sixty-six percent (66%) of the Board shall be required for the Board to act on any matter. Special meetings of the Board shall be called on the order of the President or upon the motion in writing (including via electronic methods) of most of the Board. At least three (3) days' notice of such a special meeting, specifying its purpose, time, and location, shall be given to each member of the Board, unless said notice is waived in writing. Any member of the Board may consent to hold a meeting without notice or consent to action to be taken by the Board without a meeting. Each member of the Board shall be entitled to one (1) vote on any matter coming before the Board.

Members of the Board may participate in any regular or special meeting or conduct the meeting by any means of communication allowed under chapter 181, Wis. Stats., and according to the requirements therein stated. Further, any regular or special meeting may be conducted via any electronic method in which each member of the Board may simultaneously hear and speak to one another.

5.05 Determination of Board to be Binding. Matters of dispute or disagreement between Unit Owners relating to the Property with respect to interpretation or application of this Declaration or the Rules or Regulations shall be determined by the Board, which determination shall be final and binding upon the Association and all Unit Owners.

5.06 Duties of the Officers:

- (a) President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. He or she shall have all the general powers and duties which are usually vested in the office of the President, including but not limited to, the power to sign, together with any other officers designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association.
- (b) Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. The Vice President shall

also perform such other duties as shall from time to time be imposed upon him or her by the Board.

- (c) Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association, shall count votes at meetings of the Association and Board, shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary.
- (d) Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He or she shall be responsible for the deposit of all monies and all valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall also be responsible for the billings and collection of all common charges and assessments made by the Association.

5.07 Liability of the Board and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a member of the Board or Officer of the Association if such person exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used in the circumstances in the conduct of his or her own affairs, or took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers, agents, or consultants of the Associations which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

5.08 Compensation. No Officer or member of the Board shall receive any fee or other compensation for services rendered to the Association unless by specific resolution of the Unit Owners holding at least seventy-five percent (75%) of the aggregate votes of the Association.

5.09 Meetings of Unit Owners:

- (a) Annual Meeting. The Unit Owners as members of the Association shall meet annually during the month of June of each year, at a date, time and location to be designated by the Board, or at such other reasonable date or place, not more than sixty (60) days before or after such date, as may be designated in the written notice to be served by the Board no less than ten (10) days prior to the date established for said meeting.
- (b) Special Meetings. A special meeting of the Unit Owners may be called by the vote of sixty-six percent (66%) of the Board, or upon the motion of the majority of the Unit Owners, upon written notice served on all Unit Owners at least fourteen (14) days prior to such special meeting, which notice shall state the purpose of the meeting and also the date, time; and place of the meeting.
- (c) Voting Rights. A vote for a Voting Member may be cast by either the Unit Owner, one designee of all the Unit Owners of a Unit, or a Person designated by such Unit Owner, in

a form satisfactory to the Board, to act as proxy on behalf of such Unit Owner, and such proxy need not be a Unit Owner. Such designation shall be made in writing to the Board and shall be revocable at any time prior to the casting of a vote by such proxy on any matter brought before any meeting of the Unit Owners for a vote, or by actual notice to the Board of such revocation, or by actual notice to the Board of the death or judicially-declared incompetence of any designator. Further, proxies shall be valid for a period of time not exceeding 180 days following execution thereof and must be filed with the Board. Any or all such Unit Owners may be present at any meeting of the Unit Owners and, subject to the limitations herein, may vote or take any other action as a Voting Member, either in person or by proxy. There shall be only one (1) vote cast with respect to each Unit. In the event that there is more than one record owner of a Unit, the vote with respect to that Unit shall be cast as such record owners agree. Further, no Unit Owner may vote at a meeting of the Association if the Association has recorded a statement of condominium lien on the Unit Owner's Unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

5.10 Quorum Procedure. The presence, in person or by proxy, of the Unit Owners having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting. Any voting member may waive, in writing, notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Association without a meeting.

5.11 Action Without a Meeting. Any action required or permitted by the Articles of Incorporation, this Declaration, or any applicable law to be taken by the Board at a Board meeting may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the Board of Directors members entitled to vote on the subject matter of the action and retained in the Association's records. Action taken pursuant to such written consent shall be effective when the last member of the Board signs the consent or upon such other effective date as is specified in the consent. Further, in lieu of signature, written consent may also be given via email by a member of the Board provided such consent is given from an email address associated with such member of the Board and a record of such correspondence is retained by the Association.

5.12 Indemnity of the Board and Officers. Every person who is or was a member of the Board or an officer of the Association, together with the heirs, executors, and administrators of such person shall be indemnified by the Association against all liability, loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by, or imposed upon, him or her in connection with or resulting from any claim, action, suit, or proceedings, including criminal proceedings, to which he or she is made or threatened to be made a party by reason of his or her being or having been such a member of the Board or officer, except as to matters as to which he or she shall be finally adjudged in such action, suit, or proceedings to be liable for recklessness or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of recklessness or willful misconduct in the performance of his or her duty as such a member of the Board or officer in relation to the matter involved. The foregoing rights of indemnification shall be in addition to all rights to which

officers or members of the Board may be entitled as a matter of law. All liability, loss, damage, costs, and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a Common Expense; provided, however, that nothing contained in this Section shall be deemed to obligate the Association to indemnify any member or Unit Owner who is or has been member of the Board, or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him or her as a Unit Owner or member of the Association under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, or the Articles of Incorporation for the Association. The Association may purchase appropriate liability insurance, with limits of liability to be decided upon by the Board, to cover the possible errors and omissions of the said members of the Board and officers of the Association. The cost of said insurance shall be borne by the Association as a Common Expense.

ARTICLE VI

ASSESSMENTS; MAINTENANCE FUND

6.01 Preparation of Budget. Each year, (10) ten days before the annual meeting, the Board shall budget the total amount necessary for materials, insurance, services, fees, supplies, maintenance, repairs, landscaping, any common utilities and the Common Expenses which, will be required during the ensuing fiscal year (the "Cash Requirements") for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve or contingencies and replacements, and shall, present the budget to the Unit Owners in writing ten (10) days before the annual meeting, with reasonable itemization thereof. The Cash Requirements shall be assessed equally to the Unit Owners. On July 1, each Unit Owner shall be obligated to pay 100% of the Assessment made pursuant to this Section. A Unit Owner may pay the Assessment in three (3) equal payments, the first one by July 1, second by September 1, and the third by January 1 of each year. Not less than ten (10) days prior to the date of the annual meeting specified in Section 5.09, the Board shall furnish to all Unit Owners an itemized accounting of the Common Expenses for the previous fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures, plus reserves. If within fifteen (15) days after the annual meeting, a petition is presented to the Board protesting such charges or the budget upon which they are based and the petition is signed by Unit Owners representing more than fifty percent (50%) of the Unit Owners entitled to vote with respect to such charges, then the Board shall notify all Unit Owners of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the Unit Owners entitled to vote may revise the budget and charges; and such revised budget and corresponding charges shall replace for all purposes the one previously established. Any amount accumulated more than the amount required for actual expenses and reserves shall be credited toward the reserves of the Association, and any net shortage shall be allocated to the Unit Owners equally and billed to the Unit Owners as part of the next regular installment of Assessment falling due.

6.02 Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. The reserve and contingencies will not be less than \$7,000 in any fiscal year. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year shall be charged first against such reserve. If

such estimated cash requirement proves inadequate for any reason, including nonpayment of any Unit Owner's Assessment, the Board may, at any time, levy a further Assessment, special or otherwise, which shall be assessed equally to the Unit Owners. The Board shall serve notice of such further Assessment on all Unit Owners by a statement in writing, giving the amount and reasons therefor, and such further Assessment.

6.03 Failure to Prepare Annual Budget. The failure or delay of the Board in preparing or serving the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves as herein provided whenever the same shall be determined, and in the absence of any annual or adjusted estimate, the Unit Owners shall continue to pay in accordance with Section 6.01 after such new annual or adjusted budget shall have been mailed, delivered or by electronic means.

6.04 Book and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying, and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing at such reasonable time or times during normal business hours of weekdays as may be required by the Unit Owner. Upon ten (10) days' notice to the Board, any Unit Owner shall be furnished a statement of account showing the amount of any unpaid assessments or other charge due and owing from such Unit Owner. Any encumbrancer from time to time may request, in writing, a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by such encumbrance, and, unless the request shall be complied with within thirty (30) days, all unpaid Common Expenses shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien to Unit may pay any unpaid Common Expenses payable with respect to such Unit, and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of such encumbrance.

6.05 Status of Collected Funds. All funds collected hereunder shall be held and expended, for the purposes designated herein and (except for such special Assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners equally.

6.06 Collection of Assessments and other Charges. A Unit Owner shall be obligated to pay all Assessments which shall become due and payable against the respective Unit for the period commencing on such date the Unit Owner became the record owner for such Unit and continuing until a successor-in-title becomes the record owner of such Unit. Assessments shall be paid in accordance with Section 6.01. If any assessment or installment thereof or any other sum owing to the Association is not paid on or before the date when due, which date is herein referred to as the "Delinquency Date," then all such indebtedness shall be delinquent. Thereafter, on written demand by the Association to the Unit Owner, the entire unpaid balance of all Assessments and the entire unpaid balance of any other sum owing to the Association shall also become delinquent and thereupon shall be immediately due and payable in full. Delinquent Assessments and any other delinquent sums owing to the Association and charged against a Unit shall be a continuing lien on

such Unit as an equitable charge running with the land and shall be binding upon the Unit Owner and the grantees, heirs, administrators, personal representatives, executors, legal representatives, successors and assigns of such Unit Owner; provided, however, said lien for delinquent Assessments shall be subject and subordinate to the lien of any first mortgage lender recorded against said Unit. The obligation to pay an Assessment against a Unit and to pay any other sum owing to the Association and charged against a Unit shall also be a personal obligation to the Unit Owner. In the event more than one person is the record owner of a Unit, then all such persons shall be jointly and severally liable for all Assessments against such Unit and for all other sums owing to the Association and charged against such Unit.

If any Assessment and any other sum owing to the Association is not paid within thirty (30) days after the Delinquency Date, the Assessment and any such other sum shall bear interest from and after the Delinquency Date at the rate of Eighteen Percent (18%) per annum or the maximum rate of interest per annum permitted by the usury laws of the State of Wisconsin, whichever is less, and the Association may (i) bring an action against the Unit Owner personally obligated to pay such Assessment and any other sum owing to the Association; (ii) bring an action to foreclose the lien against such Unit; and (iii) intervene as third party in any action to foreclose any other lien against the Unit; or any one or more of (i), (ii), or (iii), and there shall be added to the amount of such Assessment all the costs of collecting the Assessment and any other sum owing to the Association, including, but not limited to, attorneys fees and title report costs and other costs associated with preparing and filing a complaint and maintaining and concluding such action. In the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the Assessment and other sum owing to the Association, together with reasonable attorney's fees to be fixed by the court and all costs of the action. The Association shall have the power to bid on and acquire a Unit at any sale resulting from the foreclosure of any Assessment and any other sum owing to the Association or resulting from the foreclosure of any mortgage or other lien against any Unit. No Unit Owner is exempt from liability for payment of such Unit Owner's Assessment for Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of such Unit.

6.07 Foreclosure. In the event of the foreclosure of a lien for unpaid Assessments, the Unit Owner who is the defendant in such proceeding shall be required to pay to the Association all charges and Assessments for Common Expenses during any such period after the entry of a judgment for foreclosure and prior to the eviction or: vacation of the Unit by such Unit Owner.

ARTICLE VII

RULES AND REGULATION'S

7.01 Rules and Regulations. The Units, Common Elements, and Limited Common Elements shall be occupied and used in accordance with and subject to the following Rules and Regulations:

- (a) Use. No part of the Property shall be occupied or used for other than residential purposes and for the purpose's accessory to such residential purposes. Further, except for a Limited Common Element, no event or other organized gathering shall be held on a Common Element without the prior approval of the Board.

- (b) Improvements. A Unit Owner may change the exterior appearance of such Unit Owner Improvements and the appearance of such Unit and its Limited Common Element only with the approval of the Board/Architectural Standards Committee.
- (c) Alterations of Common Elements. Nothing shall be altered or constructed in or upon, or removed from, the Common Elements, excluding the Limited Common Elements, except upon the written permission of the Board/Architectural Standards Committee.
- (d) Pier. The pier is a Common Element that is managed by the Association and subject to the following regulations:
1. Each Unit Owner, family of Unit Owner, and their guests, that uses the pier, assumes the sole responsibility for his or her property, including, without limitation, vessels. The Association shall not be responsible for any loss or damage to vessels or any other private property in regard to the use of the pier.
 2. Any damage to the pier and any pier improvements caused by a Unit Owner or its guests' negligence must be repaired at the Unit Owner's expense. Normal repairs due to wear from weather, tides, water, etc. will be paid by the Association.
 3. Vessels docked at the pier shall strictly comply, at all times, with the regulations, rules, directives, laws, statutes and ordinances of all appropriate governmental, or quasi-governmental, bodies, now existing or subsequently promulgated or in force.
 4. No vessel shall be permitted to use the pier which shall be used for purposes other than the recreation of its owner and its owner's invitees, guests and family. This restriction does not apply to the Association.
 5. Each Unit Owner, family of Unit Owner's, and their guests are solely responsible for the proper mooring of their vessels. The alteration of or attachment of any device to the pier is prohibited. Nothing is to be left on the pier. All vessels (boats, canoes, kayaks, etc.) must be properly moored in the water.
 6. Vessels can only dock/moored on the long side of the pier. No vessels can dock/moored on the tee portion of the pier.
 7. Vessels can load and unload individuals and materials on the tee portion of the pier.
 8. Each Unit Owner, family of Unit Owner's, and their guests will only be allowed one vessel docked/moored at the pier unless no other Owners are docked/moored at the pier. If another Unit Owner would want to dock/moored

at the pier, the Unit Owner having more than one vessel shall move the appropriate vessels.

9. Vessels may dock/moored overnight, provided such docking/mooring shall not exceed two consecutive nights in a week or over a weekend unless prior approval is provided by the Board.

10. Vessels docking/mooring will be on a first-come basis. No Unit Owner can reserve an area on the pier in anticipation of wanting to dock/moored a vessel.

7.02. Additional/Amendment to the Rules and Regulations. The Board may adopt additional reasonable Rules and Regulations, or amend the above Rules and Regulations, as it may deem advisable for the maintenance, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of the Unit Owners, provided that prior to such amendment or additional Rules and Regulations becoming effective, (i) written notice of such amendment or additional Rules and Regulations shall have been given to all Unit Owners and (ii) the Board has obtained the written consent and approval for such amendment or additional Rules and Regulations from the Unit Owners holding at least seventy-five percent (75%) of the aggregate votes of the Association.

ARTICLE VIII ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

8.01 Purpose. In order to preserve the integrity of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the value of the Property, the Units and their Limited Common Elements, and all Improvements located therein or thereon shall be subject to the restrictions set forth in this Article VIII. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest agrees to be bound by the revisions of this Article VIII.

8.02 Architectural Standards Committee. The Architectural Standards Committee shall consist of the Board. The Architectural Standards Committee shall meet as required to carry out its duties, as well as upon call of the President of the Board, and all meetings shall be held at such places as mutually agreed. Members of the Architectural Standards Committee may participate in any regular or special meeting or conduct the meeting by any means of communication allowed under Wis. Stats. Section 181.24(3)(a) and (b), and according to the requirements therein stated. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Standards Committee shall constitute the action of the Architectural Standards Committee on any matter before it.

8.03 Permitted Improvements Standards.

- (a) No Improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except (i) such Improvements as are approved by the Architectural Standards Committee in accordance with this Article VIII, or (ii)

Improvements which pursuant to this Article VIII do not require the consent of the Architectural Standards Committee. In the event that the Architectural Standards are changed or amended following the purchase of a Unit by a Unit Owner, but prior to the time that said Unit Owner commences the construction of Improvements on said Unit, the architectural standards in effect at the time of commencement of construction of the Improvements shall govern said construction, rather than those architectural standards which were in effect at the time of purchase.

(b) The Architectural Standards Committee cannot change standards, policies, and guidelines (the "Standards") governing the construction, location, landscaping, and design of Improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 8.05, 8.06, and 8.08 hereof without the approval of the Unit Owners holding at least seventy-five percent (75%) of the aggregate votes of the Association.

(c) Architectural Standards.

1. Each Unit Residence shall have at least 1700 square feet of finished space, excluding the basement and the garage.
2. In accordance with the Zoning Ordinance of the Town of Green Bay, the maximum height of a Unit Residence is thirty-five (35) feet.
3. Each Unit Residence shall include an attached two (2) or three (3) car garage.
4. The front side of any Residence for a Unit that does not abut the water (Units 1, 6, 7, and 8) and all sides of any Residence for a Unit that abuts or located along the water (Units 2, 3, 4, and 5) shall be fully faced with brick, stone or hard three (3) coat stucco system ground to roof, including gables.
5. No attached structures are allowed on a Unit Residence.
6. All parts of the Unit Residence, including a porch, shall be set back at least twenty-five (25) feet from the Sand Beach Drive and at least ten (10) feet from other boundaries of that Unit.
7. The Unit Residence, driveway, sidewalks, and any other non-porous material (such as concrete or black top) may not cover more than fifty percent (50%) of the combined area of the Unit and its Limited Common Element.

(d) Grandfathered Improvements. Notwithstanding anything to the contrary in this Declaration, any Improvement located or constructed upon the Property as of the date first written above in this Amended and Restated Declaration shall be construed as to comply with this Declaration and the Standards set forth herein for as long as such Improvement

remains constructed upon the Property and is unaltered. Any alteration or modification of such Improvement from its current condition or design shall require compliance with the Standards set forth in this Declaration.

8.04 Construction of Improvements. No construction of Improvements on any Unit or Limited Common Element shall be undertaken or conducted on Sundays, except for emergency situations involving the potential loss, injury, or damage to persons or property. No temporary house, shack, tent, barn, or other outbuilding shall be permitted on any Limited Common Element at any time, except for temporary structures for social functions as may be permitted by Rules and Regulations promulgated by the Board, nor shall any stable, poultry house or yard, rabbit hutch, or other similar yard structure be constructed or allowed to remain on any Unit or Limited Common Element. In case of reconstruction of a single-family Residence, such construction shall be completed within one (1) year of the commencement date of said construction.

8.05 Architectural Approval. To preserve the architectural and aesthetic appearance of the Property, no construction of Improvements of any nature whatsoever shall be commenced or maintained by any Unit Owner, with respect to the construction or affecting the exterior appearance of any single-family Residence, or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, playhouses, walls, fences, exterior lights, garages, guest or servant's quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the Architectural Standards Committee. The Architectural Standards Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, inspectors, or attorneys retained in accordance with the terms hereof. The fee shall consist of actual costs only.

Notwithstanding the foregoing, a Unit Owner may make interior improvements and alterations within its Residence that do not affect the exterior appearance without approval or review by the Architectural Standards Committee.

8.06 Landscape Approval. To preserve the aesthetic appearance of the Property, no hedge or shrubbery plant or tree which obstructs sight-lines of streets and roadways within the Property shall be placed or permitted to remain on any Limited Common Element where such hedge, shrubbery, or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street on the Property. Unless located within ten (10) feet of a building or a recreational or parking facility, no Unit Owner shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level, without obtaining the prior approval of the Architectural Standards Committee, except as set forth in the preceding sentence and provided further that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Standards Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Limited Common Element by the

Unit Owner of such Unit that the Limited Common Element is appurtenant to. All landscaping within the Common Elements must be completed in accordance with a landscaping schedule approved by the Architectural Standards Committee.

8.07 Approval Not a Guarantee. No approval of plans and specifications and no publication of Standards shall be construed as representing or implying that such plans, specifications, or Standards will, if followed, result in properly designed Improvements. Such approval and Standards shall in no event be construed as representing or guaranteeing that any Residence, or other Improvement built in accordance therewith will be built in a good and workmanlike manner. The Association nor the Architectural Standards Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article VIII, any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

8.08 Building Restrictions. All Residences and other Structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions.

8.09 Service Yards. Each Unit Owner shall visually screen any areas on or within the Limited Common Element for its Unit that will serve as a service yard in which garbage receptacles, fuel tanks, woodpiles, materials, supplies, and/or equipment are stored outside the Unit in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing (but not cyclone fencing) or landscaping and planting which is approved by the Architectural Standards Committee in accordance with the terms of this Article VIII.

8.10 Use of Single-family Residences. Each Unit shall be used for residential, owner-occupied purposes only, and no trade or business of any kind may be carried on therein nor shall the Unit be rented or leased to any third party. The use of a portion of a Residence as an office by a Unit Owner shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. The use of a Residence or a portion thereof for business meetings, entertainment, or the enjoyment or business of the Unit Owner's employees, clients, or customers shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic.

8.11 Exterior Appearance. No chain-link fences shall be permitted within the Property. Further, no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purposes, nor shall any window-mounted heating or air-conditioning units be permitted. Except within screened service yards, outside clotheslines, or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall. When not in use,

all garage doors shall be kept closed. No projection of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys vent stacks.

8.12 Signs. No signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any Improvements located within the Property. Further, no Unit owner shall install, maintain, or erect any flag pole on or within the Property.

8.13 Antennas. No television antenna , radio receiver, satellite dish greater than 24 inches in diameter, or other similar device shall be attached to or installed on any portion of the Property if visible from the Residence of another Unit and larger than 24 inches in diameter, unless contained entirely within the interior of a Building or other Structure, nor shall radio or television signals, nor any other form of electromagnetic radiation be permitted to originate from any Unit or its Limited Common Element which may unreasonably interfere with the reception of television or radio signals within the Property; provided, however, that the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Property.

8.14 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Unit Owner upon any portion of the Property, provided that generally recognized house pets may be kept in a Unit Residence subject to Rules and Regulations adopted by the Association, through its Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements. Pets shall be always under control when walked or exercised in any portion of the Common Elements, and no pet shall be permitted to leave its excrement on any portion of the Common Elements, and the Unit Owner of such pet shall immediately remove the same. Upon the written request of any Unit Owner, the Board may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 8.14, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Property if such pet is found to be a nuisance or to be in violation of these restrictions. The Board shall have the further right, subject to Article VIII hereof, to fine any Unit Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Unit Owner or an occupant of its Unit, and a Unit Owner shall be liable to the Association for the cost of repair of any damage to the Common Elements caused by the pet of such Unit Owner or of an occupant of such Unit. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such a Unit and its Unit Owner are subject.

8.15 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 operate upon or arise from the Property so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on or in any Unit, its Limited Common Element, or in

any part of the Common Elements, and each Unit Owner, its family, guests, invitees, servants, and agents shall refrain from any act or use of a Unit, its Limited Common Element or the Common Elements which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Property or which could result in a cancellation of any insurance for any portion of the Property, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Property. Any Unit Owner, or its family, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Unit Owner and its Unit is subject.

8.16 Motor Vehicles, Trailers, Boats, etc. All Automobiles owned or used by Unit Owners or occupants other than temporary guests and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. Further, without Board prior written approval, no Unit Owner or its occupants shall store or park any mobile home, trailer (either with or without wheels), motor home, tractor, vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices on (i) any Common Element other than a Limited Common Element or (ii) on any Limited Common Element outside of a garage, including in any driveway, for more than five (5) days (collectively or consecutively) in a one month basis. Further, no Unit Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Unit, its Limited Common Element, or within any portion of the Common Elements, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

8.17 Multiple Ownership & Rental. No Unit may be sold or owned under any time-sharing, time-interval, or similar right to use programs. Further, no Unit or its Limited Common Element may be rented or leased to any third party. This restriction shall be absolute and all Units shall be owner-occupied for residential purposes only. In addition to injunctive remedies, any violation of this restriction shall be grounds for assessment of fines against the Unit Owner and its Unit by the Association in such amounts as reasonably determined by the Board.

8.18 Traffic Regulations. All vehicular traffic on the 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 (including modifications of those in force on public streets), within the Property. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate,

including levying fines for the violation thereof. All vehicles of any kind and nature which are operated on the streets within the Property shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Property. Further, the speed limit on any road within the Property shall not exceed 10 miles per hour.

ARTICLE IX

SALE OR OTHER ALIENATION

In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefore. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Board setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid Assessments made by the Association against the transferor in excess of the amount therein set forth. The Board shall have the right to charge a reasonable fee for such statements.

ARTICLE X

SALE OR RESTORATION OF DAMAGED OR DESTROYED COMMON ELEMENTS

Notwithstanding any language in this Declaration to the contrary, in the event that all or any part of the Common Elements are damaged or destroyed by fire, casualty or any other act, the Association shall be required to rebuild, repair, restore or sell such property upon the affirmative vote of the Unit Owners holding at least seventy-five percent (75%) of the aggregate votes of the Association voting in favor of the same at any meeting called for such purpose.

ARTICLE XI

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

The violation or breach of any covenant, condition or restriction contained in this Declaration, or the violation of any Rules and Regulations or any provision of the Act, shall give the Board the following rights:

- (a) Upon any part of the Property upon which, or as to which, such violation breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist thereon contrary to the meaning of the provisions of this Declaration, and the Board or its agents shall not thereby be deemed guilty in any manner of trespass; and
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

The foregoing provisions shall also apply to the breach of any restriction of record and shall empower the holder of the enforceable interest under said restriction to act in the manner hereinbefore provided.

ARTICLE XII

AMENDMENT TO DECLARATION

This Declaration may be changed, modified, or rescinded only by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the Board and by of the Unit Owners holding at least seventy-five percent (75%) of the aggregate votes of the Association, provided that the consent of a Unit Owner is not effective unless such consent is approved by the mortgagee of record with respect to such Unit. Such change, modification or rescission shall be effective upon recording of such instrument in the Office of the Register of Deeds for Brown County, Wisconsin; provided, however, that no provision in this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the Act.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Notice to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage, land contract or trust deed which is a lien upon any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage land contract or trust deed. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

13.02 Services of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

13.03 Non-Waiver of Covenant. No covenants, restrictions conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any lapse of time.

13.04 Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.

13.05 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rule restricting restraints on

alienation; or (c) any other statutory or common law rules imposing time limits, then any such provision shall continue only until twenty (20) years after the death of the last survivor of the now-living lawful descendants of the President of the United States of America holding office on the date of this Declaration.

13.06 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential condominium.

13.07 Indemnity. The members of the Board and the officers of the Association, as well as the members of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners, or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners and the Association. The liability of any Unit Owner arising out of any contract made by such members of the Board and officers or arising out of the aforesaid indemnity shall be limited to the Unit Owner. Each agreement made by such members of the Board or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members of the Board or the Association.

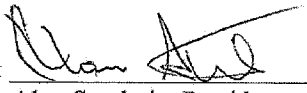
13.08 Counterparts. This Amended and Restated Declaration may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument.

(SIGNATURE PAGES TO FOLLOW)

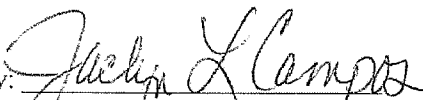
IN WITNESS WHEREOF, the Association, and the Unit Owners holding at least seventy-five percent (75%) of the aggregate votes of the Association, have executed this Amended and Restated Declaration as of the date set forth above.

ASSOCIATION:

Sand Beach Commons Condominium Owner's Association, Inc.

By: 
Alan Stock, its President

ATTESTED BY:

By: 
Jaclyn L. Campos, its Treasurer

AUTHENTICATION

Signatures of Alan Stock and Jaclyn L. Campos, as President and Treasurer of Sand Beach Commons Condominium Owner's Association, Inc., respectively, authenticated this 22nd day of January, 2024.


Atty. Daniel J. Fiorenza; SBN 1103384

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

(SIGNATURE PAGES OF UNIT OWNERS AND MORTGAGE HOLDERS TO FOLLOW)

**UNIT NUMBER 2 SIGNATURE PAGE TO AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
SAND BEACH COMMONS CONDOMINIUM**

UNIT 2 OWNER



Kevin G. Derenne, as Co-Owner of Unit 2

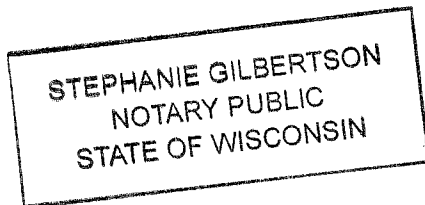


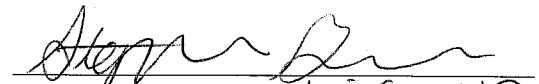
Renee S. Derenne, as Co-Owner of Unit 2

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Kewaunee) SS
COUNTY)


On this 18 day of December, 2023, before me personally came, Kevin G. Derenne and Renee S. Derenne, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes described therein expressed.

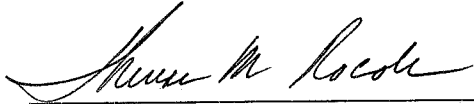



Notary Public, State of WISCONSIN
My Commission Expires: 4/6/2026

**UNIT NUMBER 3 SIGNATURE PAGE TO AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
SAND BEACH COMMONS CONDOMINIUM**

UNIT 3 OWNER


Larry D. Rocolo, as Co-Owner of Unit 3

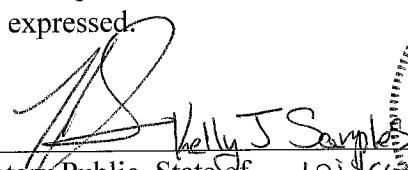

Therese M. Rocolo, as Co-Owner of Unit 3

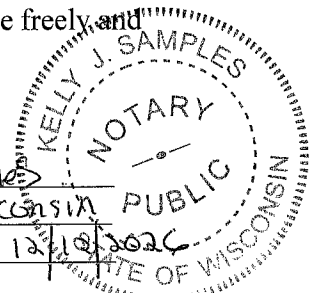
ACKNOWLEDGMENT

STATE OF Wisconsin)
)SS
Brown COUNTY)

On this 28th day of November, 2023, before me personally came, Larry D. Rocolo and Therese M. Rocolo, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes described therein expressed.

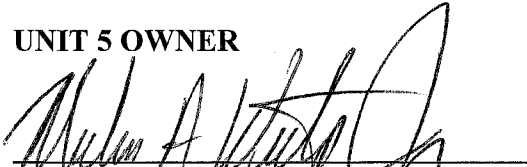
State of Wisconsin
County of Brown
My Commission Expires
12/12/2026

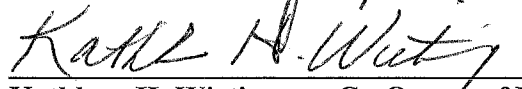

Notary Public, State of Wisconsin
My Commission Expires: 12/12/2026



**UNIT NUMBER 5 SIGNATURE PAGE TO AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
SAND BEACH COMMONS CONDOMINIUM**

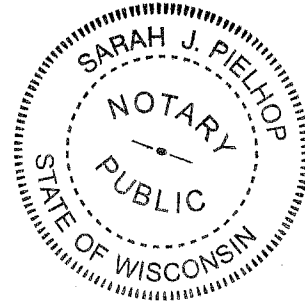
UNIT 5 OWNER


Merlin A. Wieting, Jr. as Co-Owner of Unit 5

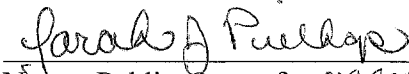

Kathleen H. Wieting., as Co-Owner of Unit 5

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
CAUMMET COUNTY)



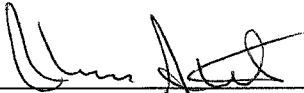
On this 28 day of NOVEMBER, 2023, before me personally came, Merlin A. Wieting, Jr. and Kathleen H. Wieting, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes described therein expressed.


Notary Public, State of WISCONSIN
My Commission Expires: JUNE 7, 2026

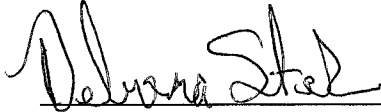
UNIT 6 OWNER

**UNIT NUMBER 7 SIGNATURE PAGE TO AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
SAND BEACH COMMONS CONDOMINIUM**

UNIT 7 OWNER



Alan Stock, as Co-Owner of Unit 7

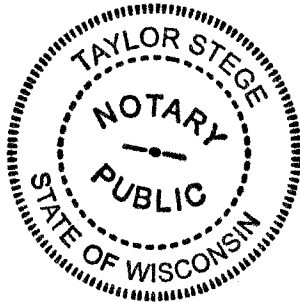


Debora Stock, as Co-Owner of Unit 7

ACKNOWLEDGMENT

STATE OF Wisconsin)
)SS
Brown COUNTY)

On this 4th day of December, 2023, before me personally came, Alan Stock and Debora Stock, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes described therein expressed.



Notary Public, State of Wisconsin

My Commission Expires: 8/7/27

UNIT 8 OWNER

Barry S. Canagaratne

Jaclyn L Campos
Jaclyn L. Campos, as Co-Owner of U

Jaclyn L. Campos, as Co-Owner of Unit 8

STATE OF Wisconsin)

)SS

Brown COUNTY)

CARLEE REESE
NOTARY PUBLIC
STATE OF WISCONSIN

Carla Rose

Notary Public, State of WV

My Commission Expires: 10/11/2025

CONSENT OF MORTGAGE HOLDER

Bank First, a national banking association, organized and existing under and by virtue of the laws of the State of Wisconsin, being the holder of a mortgage on Unit Number 2 of Sand Beach Commons Condominium, does hereby consent to the terms and provisions of this Amended and Restated Declaration of Condominium for Sand Beach Commons Condominium, and does hereby consent to the Unit Owner(s) approval thereof.

Dated as of the 27th day of November, 2021. 3

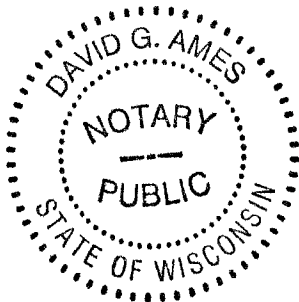
Mortgage Holder Name: Bank First, N.A.

Kelly M. Dvorak
By: Kelly M. Dvorak
Its: Chief Legal Counsel

ACKNOWLEDGMENT

STATE OF Wisconsin)
)SS
Manitowoc COUNTY)

On this 27th day of November, 2023, before me personally came Kelly M. Dvorak, on behalf of Bank First, N.A., to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes described therein expressed.



[Signature]
Notary Public, State of Wisconsin
My Commission Expires: 9/19/2026

CONSENT OF MORTGAGE HOLDER

Citizens Bank, a Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, being the holder of a mortgage on Unit Number 3 of Sand Beach Commons Condominium, does hereby consent to the terms and provisions of this Amended and Restated Declaration of Condominium for Sand Beach Commons Condominium, and does hereby consent to the Unit Owner(s) approval thereof.

Dated as of the 11 day of December, 2021: 2023

Mortgage Holder Name:

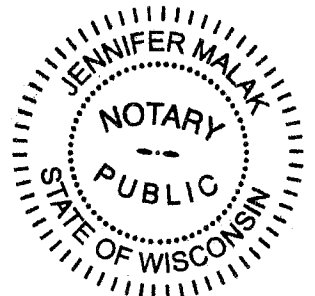
Melley Jensen
By: Melley Jensen
Its: Sup Mortgage & Consumer

ACKNOWLEDGMENT

STATE OF Wisconsin)
)SS
Waushara COUNTY)

On this 11 day of December, 2023, before me personally came Melley Jensen, on behalf of Citizens Bank, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes described therein expressed.

Jennifer Malak
Notary Public, State of Wisconsin
My Commission Expires: 8-07-2025



CONSENT OF MORTGAGE HOLDER

Associated Bank, a National Association duly organized and existing under and by virtue of the laws of the State of Wisconsin, being the holder of a mortgage on Unit Number 8 of Sand Beach Commons Condominium, does hereby consent to the terms and provisions of this Amended and Restated Declaration of Condominium for Sand Beach Commons Condominium, and does hereby consent to the Unit Owner(s) approval thereof.

Dated as of the 29 day of November, 2023.

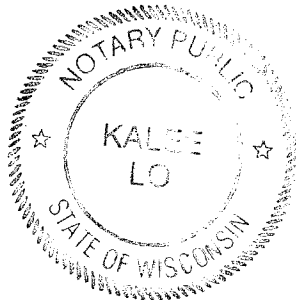
Mortgage Holder Name:

By: Jacob Jahnke
Its: VP

ACKNOWLEDGMENT

STATE OF Wisconsin)
)SS
Portage COUNTY)

On this 29th day of November, 2023, before me personally came Jacob Jahnke, on behalf of Associated Bank, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes described therein expressed.



Kalee Lo
Notary Public, State of Wisconsin
My Commission Expires: 05/01/2027

Exhibit A

Units 1 through 8, Sand Beach Commons, a Condominium, according to the Declaration of Condominium recorded in Jacket 28145, Image 43, as Doc. No. 1533320 and amendments and addendums thereto, together with said Units appurtenant undivided interest in and to the common elements and limited common elements, if any, thereto, in the Town of Green Bay, Brown County, Wisconsin.

For Reference Purposes:

<i>Unit 1</i>	<i>(Tax Parcel No. GB-1029)</i>
<i>Unit 2</i>	<i>(Tax Parcel No. GB-1030)</i>
<i>Unit 3</i>	<i>(Tax Parcel No. GB-1031)</i>
<i>Unit 4</i>	<i>(Tax Parcel No. GB-1032)</i>
<i>Unit 5</i>	<i>(Tax Parcel No. GB-1033)</i>
<i>Unit 6</i>	<i>(Tax Parcel No. GB-1034)</i>
<i>Unit 7</i>	<i>(Tax Parcel No. GB-1035)</i>
<i>Unit 8</i>	<i>(Tax Parcel No. GB-1036)</i>