

**DECLARATION OF THE
PROMENADE CONDOMINIUM**

Document Number

Document Title

3064352

**CHERYL BERKEN
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GREEN BAY, WI
RECORDED ON
05/20/2024 03:48 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #**

PAGES: 31

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DECLARATION OF THE PROMENADE CONDOMINIUM

THIS DECLARATION OF THE PROMENADE CONDOMINIUM (this “**Declaration**”) is made this 20th day of May, 2024, by **BAY AREA LUTHERAN HOMES, INC., A WISCONSIN CORPORATION D/B/A WOODSIDE SENIOR COMMUNITIES** (the “**Declarant**”).

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.01), together with all improvements located thereon and easements, rights and appurtenances pertaining thereto (the “**Property**”), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes, as amended from time-to-time (the “**Condominium Ownership Act**”). The Declarant hereby elects to operate the Condominium (as defined in Section 2.03) as a Small Condominium pursuant to Section 703.365 of the Condominium Ownership Act and hereby elects to apply Sections 703.365(3), (3m), (5), (6), (7), and (8).

ARTICLE II

DESCRIPTION OF PROPERTY; CONDOMINIUM NAME

2.01 Legal Description. The land comprising the Property (the “**Land**”) is located in the Village of Ashwaubenon, Brown County, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.02 Address. The address of the Condominium is 2305 San Luis Place, Ashwaubenon, Wisconsin, 54304.

2.03 Name of Condominium. The name of the condominium created by this Declaration (the “**Condominium**”) is “The Promenade Condominium.”

ARTICLE III

DESCRIPTION OF UNITS

3.01 Units. The Condominium shall consist of five (5) units (individually a “**Unit**” and collectively the “**Units**”) located in the buildings (the “**Buildings**”) identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the “**Condominium Plat**”), as well as the Common Elements (as defined in Article IV).

3.02 Identification of Units. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The Units shall be identified as “**Unit 100**,” “**Unit 200**,” “**Unit 300**,” “**Unit 400**,” and “**Unit 500**” as numbered on the Condominium

Plat. Each owner of a Unit is referred to as a “**Unit Owner**.” Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.03 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) The upper boundary of each Unit shall be the interior horizontal plane of the ceiling of that Unit to an intersection with the perimetrical boundaries.

(b) The lower boundary of each Unit shall be the interior horizontal plane of the floor of the Unit extended to an intersection with the perimetrical boundaries.

(c) The perimetrical boundary of each Unit shall be the vertical planes that correspond with the interior face of the exterior walls (including, without limitation, glass walls, if any) of the Unit.

3.04 Description of Units. It is intended that the surface of each plane described above (be it concrete, glass, drywall, tiles, wallpaper, paneling, carpeting or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Interior plane of windows and doors, and elevators and stairwells that provide direct access to or within the Unit, if any.

(b) Floor, wall, baseboard, or ceiling, electrical outlets and switches and the junction boxes serving them.

(c) Telephone, telefax, cable television, computer, data, internet, security, stereo, public address or other systems, if any, including outlets, conduit, switches, hardware and other appurtenances serving a Unit exclusively.

(d) Plumbing fixtures, hot water heaters, fire sprinklers, and similar water related fixtures (collectively, “**Water Fixtures**”) serving a Unit exclusively, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between such Water Fixtures and the water or sewage lines serving more than one Unit.

(e) The heating, ventilating and air conditioning system (“**HVAC**”), including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryers, range hoods, all other exhaust fans, and such other vents appurtenant to each Unit, and condensers and all connections thereto serving each Unit.

Specifically, not included as part of a Unit are any portions of the plumbing, electrical, HVAC or mechanical systems of the Buildings serving more than one Unit, even if located within or running through a Unit. The Buildings’ structural components are Common Elements (as defined in Section 4.01). Any public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

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

- (a) Any portion of the Land not otherwise designated as part of a Unit.
- (b) Any portion of the improvements to the Land that is not included within the boundary of a Unit as described above.
- (c) Any support columns located within the Units.
- (d) The surface parking spaces, driveways, and walkways identified on the Condominium Plat (the “**Surface Parking Area**”).

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of one or more, but not all, Unit Owners (the “**Limited Common Elements**”). The following Common Elements shall be reserved for the exclusive use of one or more, but not all, Unit Owners as described herein and shall be Limited Common Elements:

- (a) All access ways, steps or stoops attached to, leading directly to or from each Unit are hereby reserved for the exclusive use of such Unit;
- (b) Any Water Fixtures, HVAC or mechanical systems running through one or more Units, but serving less than all Units shall be Limited Common Elements appurtenant to the Unit they serve.
- (c) Unit 400’s exterior programming space, including the retaining wall, identified on the Condominium Plat shall be a Limited Common Element appurtenant to Unit 400.
- (d) Unit 400’s drive up window mechanism shall be a Limited Common Element appurtenant to Unit 400.
- (e) All exterior elements enclosing a Unit, including but not limited to the exterior plane of windows and doors, the exterior portion of any wooden beams, and exterior siding, walls, facade and roof, shall be a Limited Common Element appurtenant to that Unit.
- (f) All items designated on the Condominium Plat as Limited Common Element to a Unit or Units shall be Limited Common Elements for that Unit or those Units, as applicable.

Notwithstanding any provision herein to the contrary, no Unit Owner may replace, modify, or alter any Limited Common Element or in any way affect the exterior appearance of the Unit without the prior written consent of the Association (as defined in Article VI), as determined in the Association’s sole discretion.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of the Buildings, or as a result of settling or shifting of the Buildings, 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 in Section 3.03 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 upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of the Buildings, or as a result of settling or shifting of the Buildings, then a valid easement for the encroachment and for its maintenance shall exist so long as such Buildings stands; 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 in Section 6.01, below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

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

ARTICLE V

PERCENTAGE INTERESTS

5.01 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to Unit 100 shall be seventy-one and 54/100 percent (71.54%); the undivided percentage interest in the Common Elements appurtenant to Unit 200 shall be 90/100 percent (0.90%); the undivided percentage interest in the Common Elements appurtenant to Unit 300 shall be fourteen and 65/100 percent (14.65%); the undivided percentage interest in the Common Elements appurtenant to Unit 400 shall be ten and 02/100 percent (10.02%); and the undivided percentage interest in the Common Elements appurtenant to Unit 500 shall be two and 89/100 percent (2.89%).

5.02 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements 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 Owner will have one vote as provided in the Bylaws (as defined in Section 6.01).

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "The Promenade Association, Inc." (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 through the Association's Board of Directors (the "**Board of Directors**"). The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "**Articles**"), bylaws or agreement in lieu of bylaws as permitted by Section 703.365(3m) of the Condominium Ownership Act (the "**Bylaws**"), this Declaration, the Condominium Ownership Act and Chapter 181, Wisconsin Statutes (the "**Wisconsin Nonstock Corporation Law**"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "**Rules and Regulations**"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of 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 Declaration, Articles, Bylaws, Rules and Regulations are sometimes collectively referred to herein as the "**Condominium Documents**."

6.02 Board of Directors. Pursuant to the Bylaws, the management, operation and duties of the Association are delegated to its Board of Directors pursuant to Section 703.365(3)(a) of the Condominium Ownership Act. The Board of Directors shall be composed of one representative from each Unit appointed by the Unit Owner of that Unit (each a "**Director**"). A Director must be a Unit Owner or, if the Unit Owner is not a natural person, then a shareholder, partner, member, officer, director, trustee, agent, or employee of such Unit Owner.

6.03 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements (except as set forth in Section 6.03(b) with respect to Limited Common Elements) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for maintaining all Common Elements (except as set forth in Section 6.03(b) with respect to Limited Common Elements) and the maintenance, repair and replacement of all structural elements of the Buildings and all utility lines serving more than one Unit and shall maintain all of the foregoing in good, clean and attractive order and repair.

(b) Units. Each Unit Owner shall, at its sole cost, be responsible for the cleaning, maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems exclusively serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used solely in connection with such electrical, heating or air conditioning systems) and all Limited Common Elements appurtenant to its Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01 or as otherwise provided herein. Each Unit and the Limited Common Elements shall at all times be kept in good condition and repair. If any Unit or portion of a Unit, or if any Limited Common Element or portion of a Limited Common Element, for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unclean, unsightly or unattractive condition, a condition that is inconsistent with the condition of the other Units or a condition that results in damage to the Common Elements, then the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit or Limited Common Element, as applicable, to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit or Limited Common Element for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.06.

(c) Damage Caused by Unit Owners. If a Unit Owner's, or a Unit Owner's tenant's or occupant's, negligent, reckless, or intentional act or omission, including, without limitation, any alteration or removal of an alteration to a Unit necessitates any cleaning, maintenance, repair or replacement of all or any part of any Common Element, Limited Common Element or any Unit or Units, then such Unit Owner shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

6.04 Common Expenses. Any and all expenses incurred by the Association in connection with the management and control of the Condominium, the maintenance, repair and replacement of the Common Elements (other than certain costs relating to the Limited Common Elements as described below) and administration of the Association shall be deemed to be common expenses (the "**Common Expenses**"), including, without limitation, expenses incurred for: insurance premiums, reserve funds for maintenance, repairs and replacement of the Common Elements, and improvements to the Common Elements. All expenses incurred by the Association in connection with the cleaning, maintenance, repair and replacement of the Limited Common Elements shall be assessed against the owner of the Unit to which such Limited Common Element is appurtenant.

6.05 General Assessments. The Association may 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 in the Common Elements. 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 attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement

of condominium lien is filed within two years after the assessment becomes due as provided in the Condominium Ownership Act.

6.06 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, Sections 6.04 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 attorneys’ fees, shall constitute a lien on the Unit, on which it is assessed if a statement of condominium lien is filed within two years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.07 Common Surpluses. In the event that the surpluses of the Association (the “**Common Surpluses**”) should be accumulated, other than surpluses in any construction fund 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 in the Common Elements or may be used for any other purpose as the Association may determine.

6.08 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee (as defined in Section 11.01) of a Unit, issue a certificate of status of lien and an estoppel certificate indicating whether a Unit Owner is in default of this Declaration, the Bylaws, Articles or Rules and Regulations. Any such party may conclusively rely on the information set forth in such certificate of status and such estoppel certificate.

6.09 Management Services. The Association, through its Board of Directors, shall have the right to enter into a management contract with a manager selected by the Association (including, without limitation, a management contract with any Unit Owner, Director, or party related to any Unit Owner or Director, provided that such management contract includes commercially reasonable rates and terms) (the “**Manager**”) under which the Manager provides all or a portion of the Association’s and/or the Board of Director’s duties hereunder. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes. In addition, Unit Owners may, in their discretion, enter into separate management contracts for the operation and management of each of their Units, respectively.

ARTICLE VII

ALTERATIONS AND USE RESTRICTIONS

7.01 Unit Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural

soundness or integrity or lessen the structural support of any portion of the Condominium, nor impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration, which changes the exterior dimensions of a Unit, must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

7.02 Use and Restrictions on Use of Unit. Unit 100 shall be used for residential apartments. Unit 200 shall be used for any legally permissible use. Unit 300 shall be used for parking. Unit 400 shall be used for a public library for Brown County and municipal uses and for no other purposes unless authorized by the Board of Directors of the Association prior to the commencement of such use. Unit 500 shall be used for any legally permissible use.

7.03 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist.

7.04 Lease of Units. The apartments in Unit 100 may be leased to residential tenants. Unit 200 and Unit 500 may be leased to a commercial tenant. For only so long as Unit 400 is owned by the Brown County Library Board (the “**Library**”), Unit 200 and Unit 500 may not be leased for the following activities or types of use: adult retail, adult entertainment establishment or animal services. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

7.05 Signs. The owner of Unit 100 shall be permitted to install signage identifying the apartments and the availability of apartments. The owners of Unit 200, Unit 300 and Unit 500 shall be permitted to install signage in or on each of their Limited Common Element. The owner of Unit 400 shall be permitted to install a monument sign at the location identified on the Condominium Plat identifying the library and an electronic or similar message board within such monument sign to promote library events, services and activities. No other sign of any kind shall be displayed to the view of the public from outside the Unit on or within any Unit without the written consent of the Association.

7.06 Garbage and Refuse Disposal. All garbage and refuse shall be disposed in accordance with the Association’s Rules and Regulations.

7.07 Storage. Outdoor storage shall not be permitted, except as authorized in writing by the Association.

7.08 Landscaping. The Association shall be responsible for the installation and maintenance of all landscaping.

7.09 Utilities. Unit 100, Unit 200 and Unit 400 shall be serviced by separate utilities, and shall be responsible for payment of their respective utility costs. Unit 300 and Unit 500 shall be serviced by common utilities, and Unit 300 shall be responsible for payment of eighty three and 51/100 percent (83.51%) and Unit 500 shall be responsible for payment of sixteen and 49/100 percent (16.49%) of the common utilities shared between Unit 300 and Unit 500.

ARTICLE VIII

INSURANCE

8.01 Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and Units and for the Association's service equipment, supplies and personal property (collectively, the "**Association Casualty Insurance**"). Each Unit Owner shall obtain and maintain insurance coverage for all of the improvements and personal property owned by the Unit Owner located within their Unit for not less than insurance coverage for all of the full replacement value thereof, minus a commercially reasonable deductible. The Association Casualty 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 Association Casualty Insurance covering the Common Elements and maintained by the Association shall be written in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements. 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. Each Unit Owner shall have the right to insure its own Unit for its own personal benefit beyond the minimum requirements stated herein.

8.02 General Commercial Liability Insurance. The Board of Directors of the Association shall obtain and maintain a general commercial 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 \$5,000,000 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 in the Common Elements. 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 maintain in effect a policy of commercial liability insurance with a face amount as may from time to time be required by the Association, naming the Association as an additional insured. Any lessees or tenants of any Unit shall be required as part of their lease to obtain commercial liability insurance and to name the Association as an additional insured.

8.03 Fidelity Insurance. The Association may 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. All premiums for such insurance shall be Common Expenses.

8.04 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

8.05 Mortgagee Insurance Requirements. If the Mortgagee (as defined in Section 11.01) of any Unit requires insurance coverage that the Board of Directors of the Association has not elected to carry, the Association shall obtain the additional required insurance and the cost of such additional insurance shall be assessed against the Unit on which the Mortgagee requiring the additional insurance holds a mortgage.

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 are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed unless 100% of the Unit Owners' consent in writing not to repair or reconstruct the damaged or destroyed Common Elements. Delivery of such written consent under the circumstances described in this Section 9.01 shall be deemed consent to subject the Condominium to an action for partition.

9.02 Plans and Specifications. Any reconstruction or repair of items shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged improvements, 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 of the Association authorizes the variance; and (c) in the case of reconstruction or repair to any of the Units, the Unit Owners of the damaged Units authorize the variance. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, then, if permitted by law, 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, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04 Insurance Proceeds and Construction Fund. Association Casualty Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall first be disbursed by the Association for the repair or reconstruction of the damaged Common Elements and Limited Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any improvements which were made to any Unit. Further, the Association shall have no responsibility to repair, reconstruct, or replace any personal property of any Unit Owner or tenant or occupant of a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to repair or reconstruct pursuant to Section 9.01 and the Condominium is partitioned, or unless there is a surplus of insurance proceeds after the damaged Property or Buildings have been completely restored or repaired as set forth in Section 9.06.

9.05 Assessments For Deficiencies. If the proceeds of Association Casualty 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 Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. 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 and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "**Construction Funds.**" It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

9.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case, within two hundred seventy (270) days of the damage or destruction, subject to Acts of God and other matters outside the reasonable control of such Unit Owner.

9.08 Partition and Sale Upon Consent. If the Unit Owners having 100% of the votes consent in writing to subject the Condominium to an action for partition as provided in Section 9.01, the net proceeds of sale together with any net insurance proceeds shall be considered as one fund and shall be divided among all Unit Owners in proportion to the percentage interest in the Common Elements that is appurtenant to each Unit.

9.09 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (as defined in Section 11.01), 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) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

10.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements (including the Limited Common Elements), the Common Elements shall be restored or reconstructed unless within thirty (30) days of the date the Association receives reconstruction cost estimates, the Unit Owners having 100% of the votes shall consent in writing not to reconstruct the Common Elements taken or unless the extent of the taking, as determined by the Board of Directors of the Association, makes reconstruction or restoration impractical. Delivery of the written consent described herein shall be deemed to be consented to subject the Condominium to an action for partition.

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 portion damaged. All Unit Owners whose Unit will be altered from the original plans and specifications and their first Mortgagees shall authorize a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

10.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements 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 in the Common Elements and shall constitute a Common Expense.

10.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements, prior to any adjustment in the percentage interests under Section 10.07.

10.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units.

10.08 Partition. If the Unit Owners having 100% of the votes consent in writing to subject the Condominium to an action for partition as provided in Section 10.02, the net proceeds of sale together with any condemnation proceeds shall be considered as one fund and shall be divided among all Unit Owners in proportion to the percentage interest in the Common Elements that is appurtenant to each Unit.

ARTICLE XI

MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the “**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) 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) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations.

(c) Any physical damage to the Common Elements in an amount exceeding \$100,000.

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 land contract 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

12.01 Approval of All Unit Owners Required. Except as otherwise provided by this Declaration or by the Condominium Ownership Act, this Declaration may be amended with the written consent of all of the Unit Owners. No Unit Owner's written consent provided under this Article XII shall be effective unless it is approved by each Mortgagee (if any) of such Unit. So long as the Declarant or Declarant's successors or assigns own any interest in any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required to any amendment to the Declaration, the Bylaws, the Articles or the Rules and Regulations. No amendment to the Declaration, the Bylaws, the Articles or the Rules and Regulations shall alter or abrogate the rights or obligations of Declarant or Declarant's successors or assigns as contained therein unless Declarant consents in writing to such amendment. Furthermore, no amendment to the Declaration, the Bylaws, the Articles or the Rules and Regulations shall alter or abrogate the rights of any Mortgagee unless 100% of the Mortgagees consent in writing to such amendment. 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, 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.

12.02 Approval of All Unit Owners Not Required. Furthermore, this Declaration can be amended with the consent of less than the number of Unit Owners and Mortgagees required under 12.01, above, as follows:

- (a) This Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.
- (b) This Declaration and the Condominium Plat can also be amended pursuant to Section 7.01 to provide for relocation of boundaries between adjacent Units, unit separation or merger of Units.
- (c) This Declaration can be amended pursuant to Section 703.09(4) of the Wisconsin Statutes.

ARTICLE XIII

REMEDIES

13.01 The Association shall have the first right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or entity violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period (the "**Consideration Period**") which shall include thirty (30) days from the date of the filing with the Association of a petition by any person or entity who shall be a Unit Owner subject to this Declaration on the date of the filing (the "**Petitioner**"), petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other person or entity. Nothing herein shall be deemed to limit the rights of the

Village of Ashwaubenon or any other governmental authority having jurisdiction to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration. The Consideration Period shall be a period for the consideration of the petition by the Association. In the event the Association denies or fails to act upon the petition to the satisfaction of the Petitioner within the Consideration Period, thereafter the Petitioner shall have the right to enforce the provisions of this Declaration (except for the collection of charges and assessments under Article VI), to the extent that the Petitioner shall so have petitioned, by proceedings at law or in equity against any person or entity violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both; provided, however, that the Petitioner and each such person or entity against which the proceedings are to be brought shall be a Unit Owner at the time of commencement of such proceedings and that the Petitioner shall commence the proceedings within a period of 60 days from the earlier to occur of (i) the date of the Association's denial of such petition, or (ii) the passage of the Consideration Period. The Association or the Petitioner, as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration in which the Association or the Petitioner is the prevailing party. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the Unit Owners of the Units damaged by the violation pro rata based upon the extent to which each Unit has been damaged. Notwithstanding anything to the contrary in this Declaration, if a Unit Owner, in good faith, determines in its reasonable discretion that delaying its enforcement of the provisions of this Declaration as contemplated by this Section 13.01 could negatively affect such Unit Owner or its Unit, then such Unit Owner, after providing written notice of such determination to the Association, may immediately enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or entity violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages.

ARTICLE XIV

GENERAL

14.01 Easements.

(a) The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the Village of Ashwaubenon and Brown County or utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services and for performing any utility function that the Board of Directors of the Association may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as practical in underground pipes or other conduits, along with the any other rights deemed acceptable to the Board of Directors of the Association.

(b) By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to: (i) correct any condition originating in its Unit and threatening another Unit or the Common Elements; (ii) install, alter or

repair mechanical systems, plumbing systems, or HVAC Systems, electrical systems or other Common Elements serving or affecting other Units; and (iii) maintain and repair Common Elements, Limited Common Elements and other areas as described in Section 6.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result from delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners 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.

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

(d) The Association, and any committee of the Association, person and property manager which the Association may appoint, may enter any Unit upon reasonable prior notice to the Unit Owners of such Unit (or upon no notice, if an emergency exists or such access is necessary to prevent damage to the Common Elements, Limited Common Elements or other Units) for the purpose of curing a dangerous condition, or gaining access to any Common Element or Limited Common Element in order to inspect, install, maintain, replace or repair the same. Further, any insurance inspector permitted by the Association may enter any Unit for the purpose of gaining access to such Common Element or Limited Common Element to inspect the same. The Association shall repair at its expense any damage caused by access to any Unit by any person in accordance with this Section.

14.02 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 14.04. 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.

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

14.04 Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Bay Area Lutheran Homes, Inc., a Wisconsin Corporation, d/b/a Woodside Senior Communities whose address is 1040 Pilgrim Way, Green Bay, Wisconsin 54304. The resident agent may be changed by the Association in any manner required by law.

14.05 Assignment of Declarant's Rights. The rights and powers granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded amendment to any other party who assumes such rights and powers in accordance with Section 703.09(4) of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration to the extent of the rights and powers assigned and shall succeed to all rights and powers granted to "Declarant" under this Declaration that were the subject of the amendment. Such amendment need be signed only by the assignor and assignee named therein.

14.06 Conflicts.

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

(b) The Property is also subject to that certain Developer's Performance Agreement Between the Village of Ashwaubenon and Woodside Senior Communities dated August 29, 2023 and recorded October 4, 2023 at the Brown County Register of Deeds Office as Document No. 3047471, as amended by that First Amendment to Developer's Performance Agreement Between the Village of Ashwaubenon and Woodside Senior Communities dated and recorded January 4, 2024 at the Brown County Register of Deeds Office as Document No. 3054382 (collectively, the "**Development Agreement**"). In the event a conflict exists among any provisions of this Declaration and the Development Agreement, the Articles, the Bylaws or the Rules and Regulations, this Declaration shall prevail over the Development Agreement, the Articles, the Bylaws and the Rules and Regulations.

14.07 Continuing Right of First Refusal. By accepting the conveyance of Unit 400 from Declarant, the Library shall thereby be deemed to have granted Declarant a continuing right of first refusal on Unit 400 in accordance with the terms below (the "**Right of First Refusal**"). In the event that the Library receives either a bona fide written offer by a bona fide third party to purchase all or part of Unit 400 which the Library intends to accept, or a purchase agreement which the Library intends to enter into (collectively, "**Offer**"), the Library shall give written notice to the Declarant accompanied by a copy of such Offer prior to acceptance of such Offer. Within fifteen (15) business days after Declarant's receipt of such written notice, Declarant shall have the right to notify the Library that it is exercising its Right of First Refusal and will purchase Unit 400 pursuant to a purchase agreement which incorporates the terms and conditions of the Offer. If Declarant fails to exercise its Right of First Refusal within the time stated above, this Right of First Refusal shall have no more force and effect as to the Offer; provided that if the purchase price under the Offer is reduced by five percent (5%) or more, the Library shall give written notice to the Declarant of the change in purchase price, and Declarant shall have the right to notify the Library, within fifteen (15) business days after Declarant's receipt of such written notice, that it is exercising its Right of First Refusal and will purchase Unit 400 at the reduced purchase price. Notwithstanding any provision herein to the contrary, should the Library fail to sell and convey Unit 400 pursuant to an Offer for which Declarant has not exercised its Right of First Refusal within ninety (90) days of Declarant first receiving notice of such Offer, then Declarant's rights

under the Right of First Refusal shall be reinstituted with respect to such Offer and shall retain the Right of First Refusal as to any future offers.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 20th
day of May, 2024.

BAY AREA LUTHERAN HOMES, INC., a
Wisconsin corporation d/b/a Woodside Senior
Communities

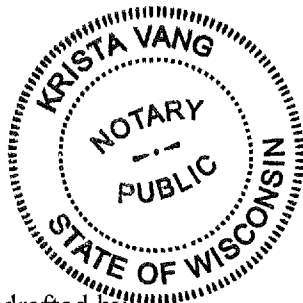
By: [Signature]
Jessica Atkinson
Executive Director of Campus Living

By: [Signature]
Polly Gretzinger
Executive Director of Campus Operations

STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, Jessica Atkinson, Executive Director of Campus Living, and Polly Gretzinger, Executive Director of Campus Operations, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Bay Area Lutheran Homes, Inc., a Wisconsin corporation d/b/a Woodside Senior Communities and that they executed the same as the act of said entity with full authority for the purposes and consideration therein expressed, and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Krista Vang
Print Name: Krista Vang
Notary Public, State of Wisconsin
My Commission expires: 6/10/28

This document drafted by:
Amanda Kerr
Quarles & Brady LLP

DECLARATION OF CONDOMINIUM SIGNATURE PAGE

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of CERTIFIED SURVEY MAP NO. 1351 recorded in the office of the register of deeds for Brown County, Wisconsin on October 9, 1974, in Volume 5 of Certified Survey Maps, Page 139, as Document No. 799626, said certified survey map being a redivision of Private Claim 19, West Side of the Fox River, in the Village of Ashwaubenon, County of Brown, State of Wisconsin.

ALSO

The Northerly 50 feet of Lot 3 of CERTIFIED SURVEY MAP NO. 1351 recorded in the office of the register of deeds for Brown County, Wisconsin on October 9, 1974, in Volume 5 of Certified Survey Maps, Page 139, as Document No. 799626, said certified survey map being a redivision of Private Claim 19, West Side of the Fox River, in the Village of Ashwaubenon, County of Brown, State of Wisconsin.

EXHIBIT A-1

EXHIBIT B

CONDOMINIUM PLAT

(Attached)

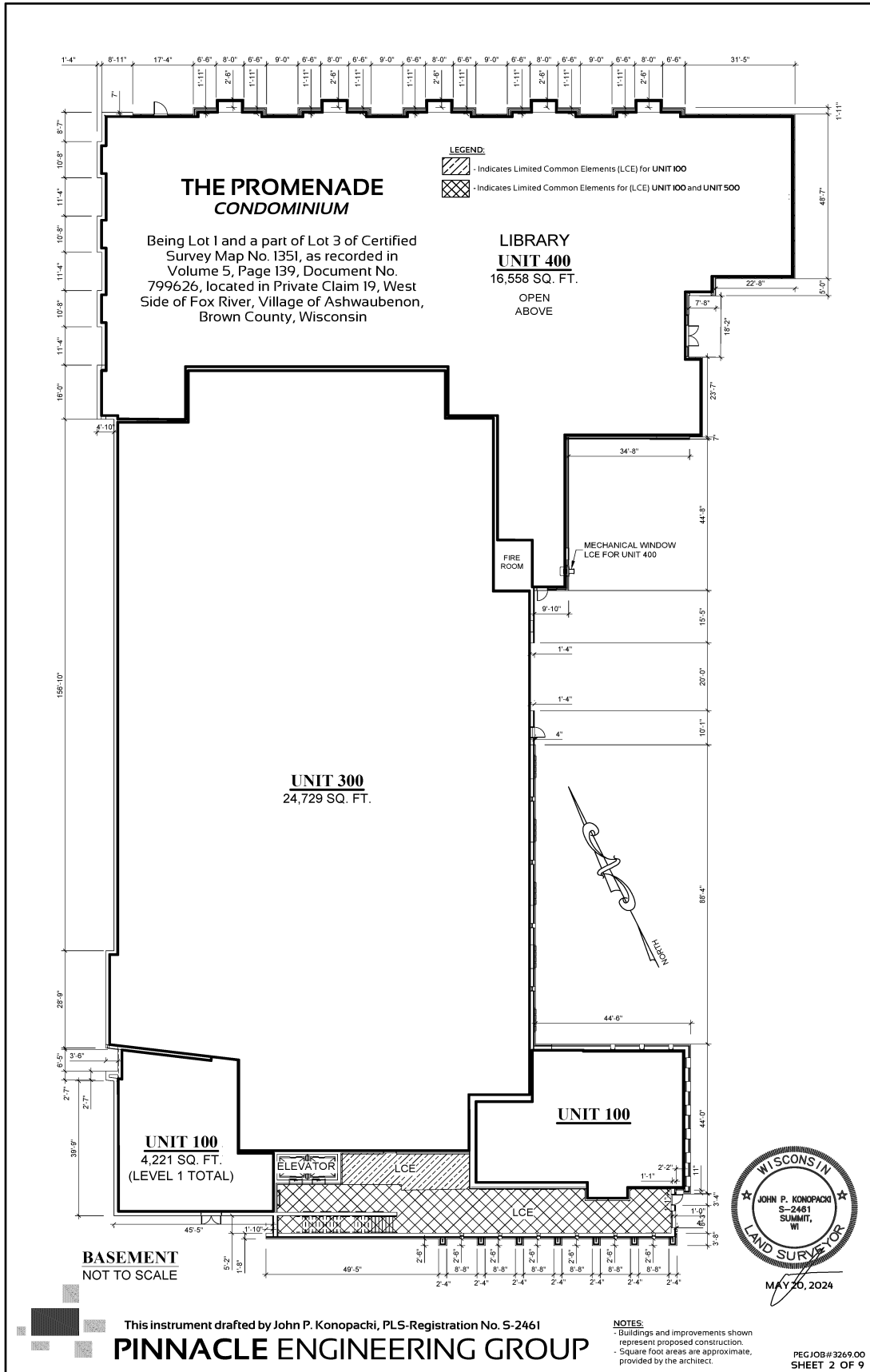
EXHIBIT B-1

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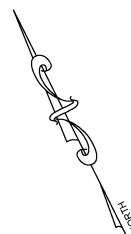
PINNACLE ENGINEERING GROUP



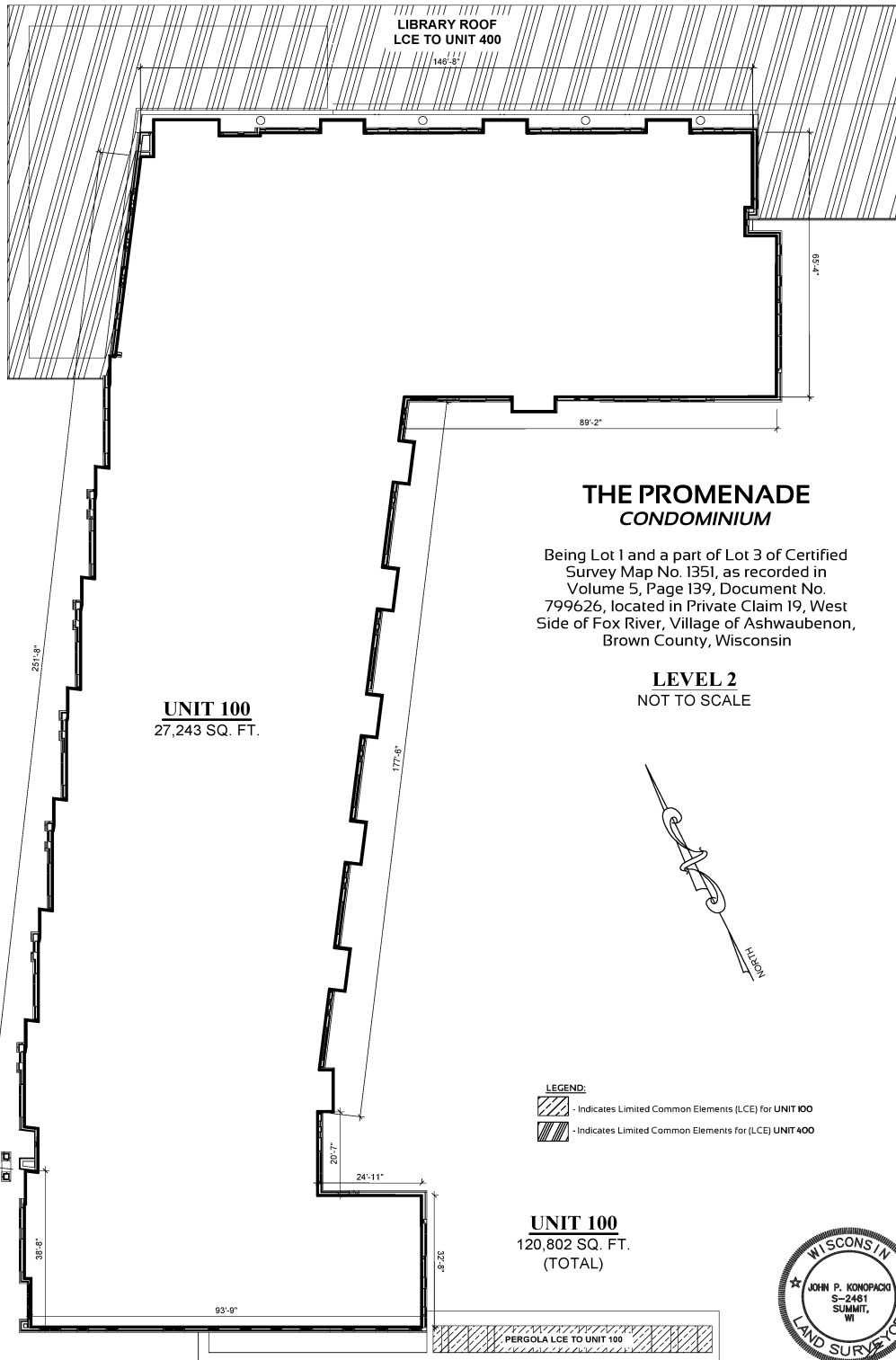
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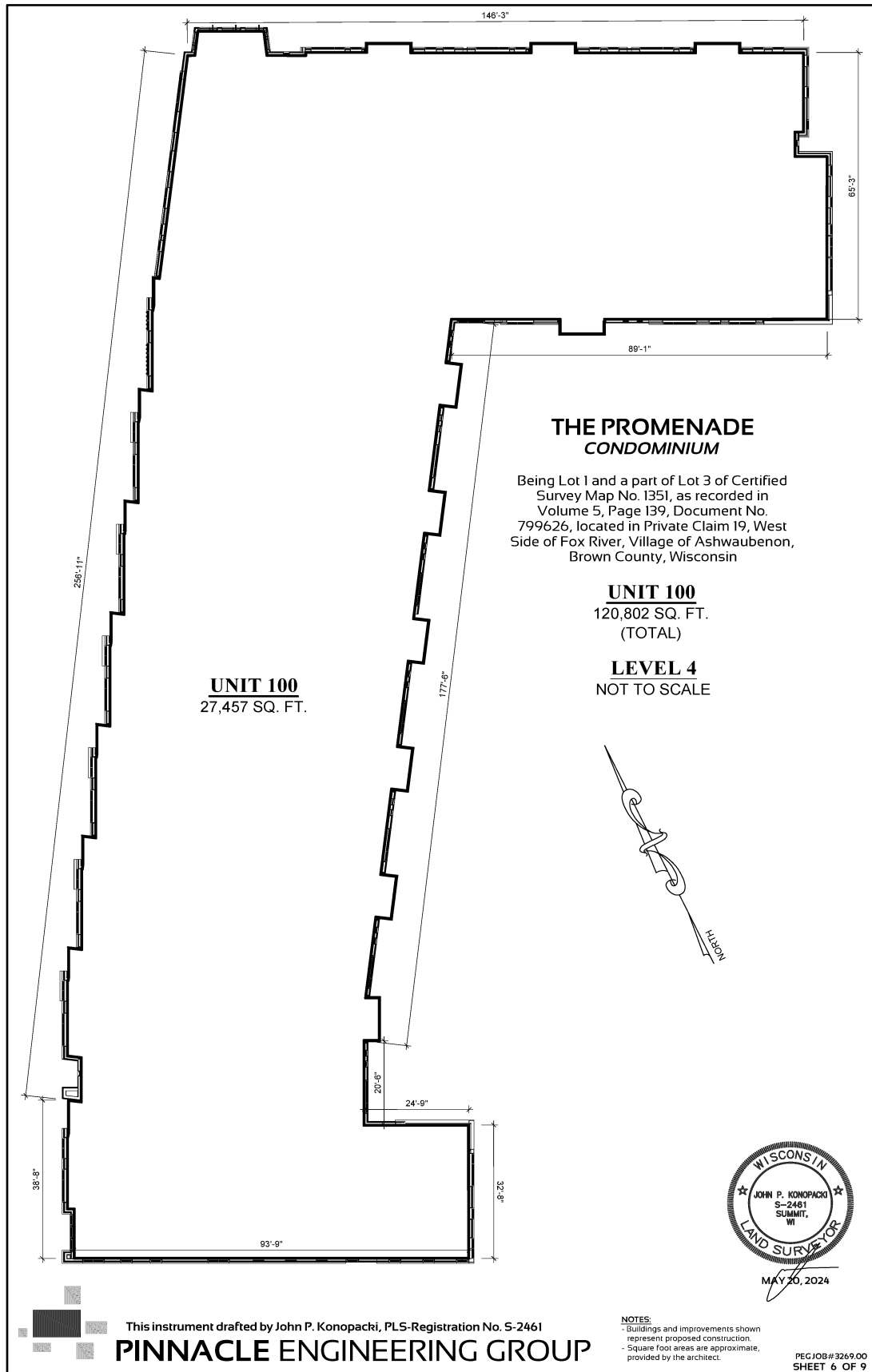
MAY 20, 2024



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

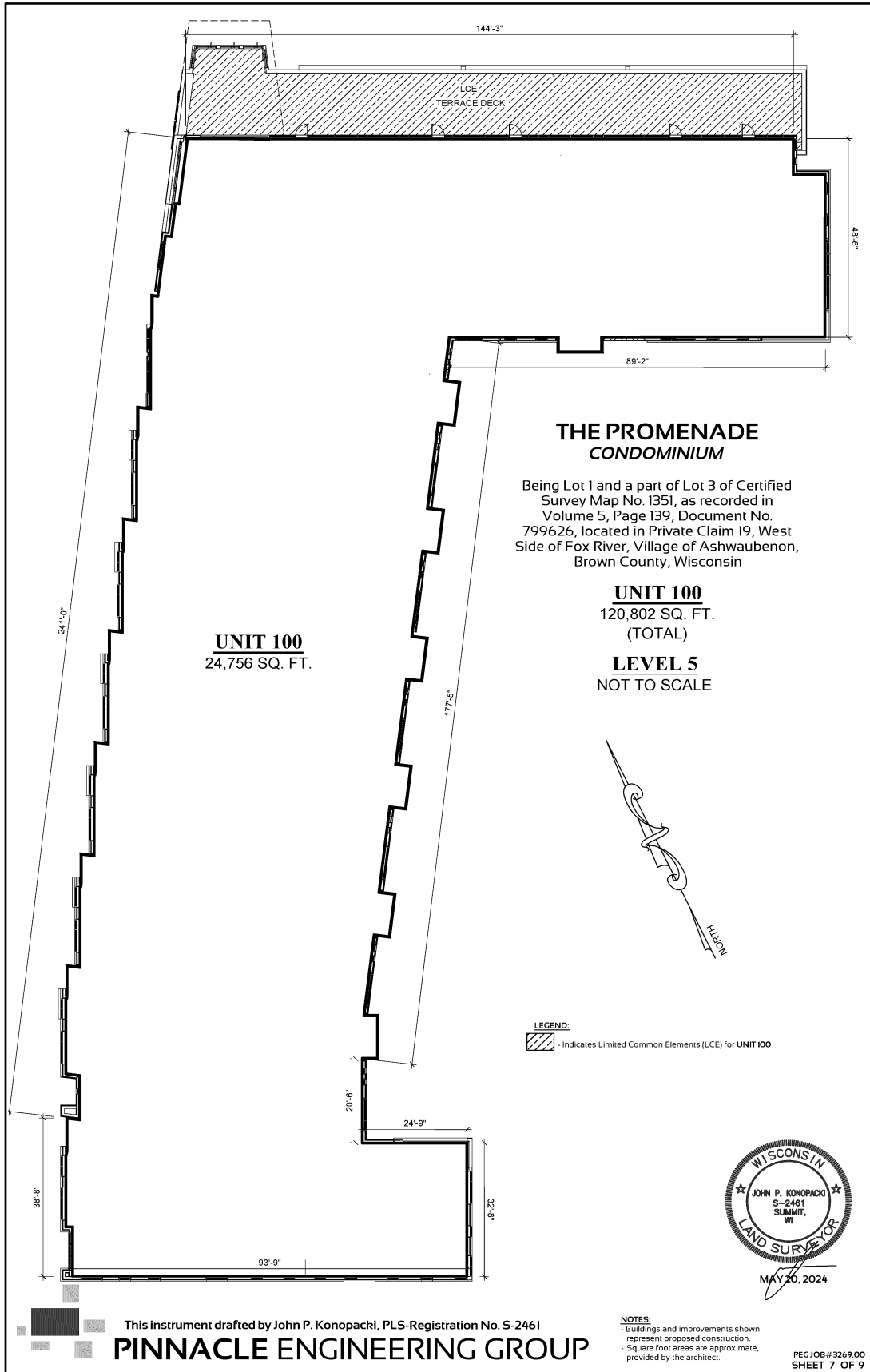
PEG JOB # 3269.00
SHEET 4 OF 9

PEG JOB#3269.00
SHEET 5 OF 9



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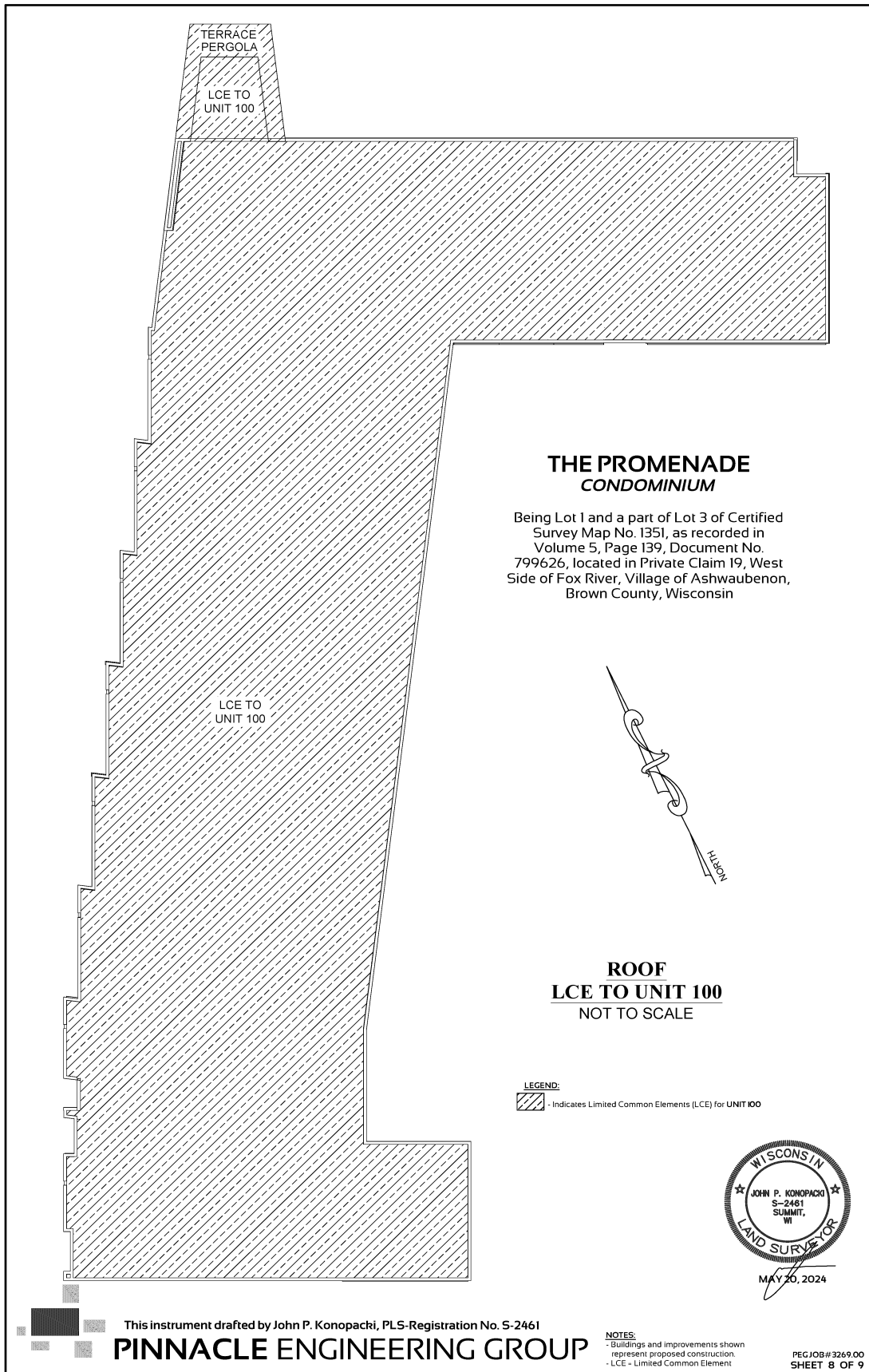
PINNACLE ENGINEERING GROUP



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PINNACLE ENGINEERING GROUP

NOTES:
- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate, provided by the architect.

PEG JOB # 3269.00
SHEET 7 OF 9



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

PEGJOB# 3269.00
SHEET 8 OF 9

THE PROMENADE CONDOMINIUM

Being Lot 1 and a part of Lot 3 of Certified Survey Map No.
1351, as recorded in Volume 5, Page 139, Document No.
799626, located in Private Claim 19, West Side of Fox River,
Village of Ashwaubenon, Brown County, Wisconsin

LEGAL DESCRIPTION:

Being Lot 1 of CERTIFIED SURVEY MAP NO. 1351 recorded in the office of the register of deeds for Brown County, Wisconsin on October 9, 1974, in Volume 5 of Certified Survey Maps, Page 139, as Document No. 799626, said certified survey map being a redivision of Private Claim 19, West Side of the Fox River, in the Village of Ashwaubenon, County of Brown, State of Wisconsin.

AND

The Northerly 50 feet of Lot 3 of CERTIFIED SURVEY MAP NO. 1351 recorded in the office of the register of deeds for Brown County, Wisconsin on October 9, 1974, in Volume 5 of Certified Survey Maps, Page 139, as Document No. 799626, said certified survey map being a redivision of Private Claim 19, West Side of the Fox River, in the Village of Ashwaubenon, County of Brown, State of Wisconsin.

BROWN COUNTY PLANNING COMMISSION APPROVAL

There are no objections to this condominium plat with respect to 703.115 Wis. Stats. and is hereby approved for the Brown County Planning Commission.

5/20/2024

Date

Ryan L. Duckart

Ryan L. Duckart
Brown County Property Lister

BROWN COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
BROWN COUNTY) SS

I, Charles T. Mahlik, being qualified and acting Treasurer of Brown County, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of 20th day of May, 2024 on any of the lands in THE PROMENADE CONDOMINIUM.

5-20-24

Date

Charles T. Mahlik

County Treasurer



MAY 20, 2024

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP