

Document No.

**ST. THOMAS LANE
CONDOMINIUM**

DECLARATION

The following affects the real estate located in Winnebago County, Wisconsin and described as follows:

Lot 7 of Scholar Ridge Estates, being part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Address: 2601 – 2603 St. Thomas Lane, Neenah, Wisconsin.

Return to:

Olson Legal Group LLC
146 Algoma Blvd – Suite A
Oshkosh, WI 54901

Tax Parcel ID #:

006-1802

This Document Drafted By:

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ST. THOMAS LANE CONDOMINIUM

2601 St. Thomas Lane
2603 St. Thomas Lane
Neenah, Wisconsin 54956

DECLARATION

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**DECLARATION OF CONDOMINIUM FOR
ST. THOMAS LANE CONDOMINIUM
("Declaration")**

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin ("Act"), by Jacobs Design Homes LLC ("Declarant").

1. Statement of Intent.

The purpose of this Declaration is to submit the real estate and improvements hereafter described and the improvements thereon to the condominium form of ownership in the manner provided in the Act and by this Declaration. Declarant declares that they are the owner in fee simple of the real property described in Paragraph 2 (hereinafter "Property"), which is held and shall be held, conveyed, devised, leased, encumbered, used, improved and in any other manner affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration and the Act. All provisions hereof shall be deemed to run with land and shall constitute benefits and burdens to the Declarant, their successors and assigns, and to all parties hereinafter having any interest in the Property. Notwithstanding anything hereinafter contained, all provisions set forth herein shall be deemed to incorporate the provisions of the Act and nothing herein contained shall be deemed contrary thereto with this Declaration in all manner to be deemed consistent therewith, including consistent with the provisions of Wisconsin Statute 703.365 relating to small residential condominiums.

2. Description of Condominium and Name of Condominium.

The following-described real estate, together with improvements, is hereby submitted to, and shall be subject to, the provisions of this Declaration:

Lot 7 of Scholar Ridge Estates, being part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

This above-described real estate may, on occasion, be referred to as "Real Estate" or, together with the improvements thereon may be referred to as "Property".

Said Real Estate and Property, including the building, garages, and all improvements thereon, shall be known as **ST. THOMAS LANE CONDOMINIUM** ("Condominium").

The street address of the Condominium is known as 2601 St. Thomas Lane (Unit 1) and 2603 St. Thomas Lane (Unit 2), Neenah, Wisconsin 54956.

A duplex-type building of wood construction and vinyl siding has been constructed on the Property. Also constructed on the Property are two (2) garages which adjoin each other, and are attached to, each of the residential dwelling areas. These are more specifically shown on the Condominium Plat of St. Thomas Lane Condominium, which is attached to and made a part hereof as Exhibit "A" ("Condominium Plat"). This duplex building contains the two (2) separate self-contained residential dwelling units, together with appurtenant garage, described in Paragraph 3,

below. Each of these separate dwelling units with garage may be referred to herein as a “Unit” and the two (2) units may be collectively referred to herein as “Units”.

3. Description of the Units.

Each Unit, Unit 1 and Unit 2, will consist of the separate residential dwelling (including a basement and the first floor), **and** also including the garage, which is immediately adjacent to each Unit and which is accessed by that Unit, all as shown on the Condominium Plat. The boundaries of each Unit shall be described as that part of the Property identified as Unit 1 and Unit 2 respectively, which contain the following:

a. The contiguous cubicle of air and including the perpetual right of ingress and egress thereto as set forth herein. The exterior vertical boundary of each of the Units shall be the vertical plane of the walls (including foundation wall), exclusive of wall covering or paint, of the building constructed upon the property. The upper boundary of each of such separate Unit shall be the lower face of the drywall or other material which forms the ceiling. In the case of the basement and the garage, or other area which has no such drywall, then the upper boundary of each floor shall be formed by the horizontal plane formed by the lower face and interior face of the joists, except those areas where the floors are pierced by stairwells and in those areas, the cubicles of air shall be thereby continuous. The lower boundary of each separate Unit shall be the horizontal plane formed by the lower face of the concrete floor or wooden floor of the structure, exclusive of floor covering except where the floors are pierced by stairwells, and in those cases the contiguous cubicle of air shall be thereby continuous.

b. Notwithstanding the above description of each of the separate Units, the following items serving the particular Unit shall also be part of such separate Unit, whether located inside or outside the defined cubicle of air and shall be the responsibility of the owner of each unit (the “Unit Owner”).

i. All doors and windows, together with their interior casements, and all of the opening, closing, and locking mechanisms and hardware associated therewith, including the garage door and associated equipment as to the garage which is part of that Unit.

ii. All wall and ceiling mounted electrical fixtures and recessed junction boxes serving each of the separate Units.

iii. All floor, wall, baseboard, ceiling, electrical outlet switches and junction boxes that serve the separate units.

iv. All plumbing fixtures, piping valves, and other connecting and controlling materials and devices lying between the fixtures and the water main or sewage main.

v. Individual furnaces or ducting, together with radiators associated therewith and piping providing heating to the Unit and controls for the heating system for the Unit.

vi. All air conditioning equipment and ducting providing air conditioning to each of the Units and the controls associated therewith.

vii. All lines bringing electricity, telephone and natural gas to the Unit, and all lines bringing water to the Unit, together with meters associated therewith from a point at which such services are intended exclusively for the use of each of the separate Units.

Those items which shall not be deemed a part of the Unit, except for those items set forth above, shall be the structural components of the building, including foundations, walls, ceiling, roofing, exterior siding, insulation, and other structural or mechanical systems servicing the building, and other improvements which may be located within the Limited Common Element.

4. Description of Building.

The duplex building known as 2601 St. Thomas Lane (Unit 1) and 2603 St. Thomas Lane (Unit 2), Neenah, Winnebago County, Wisconsin, is the structure within which Unit 1 and Unit 2 are located. The size and configuration of the building is shown on the Condominium Plat and also shown in the Floor Plans, which are made a part of this Declaration and Condominium Plat. This is a multilevel duplex building with partial basement and wood frame construction with vinyl siding and two (2) attached garages.

Each of the Units has a self-contained mechanical system which provides gas, water, electricity, telephone, and its own separate mechanical system with heating and air conditioning. Each of the Units has its own separate basement.

By virtue of this Declaration, the garages are defined as part of the Units and each Unit Owner will be solely responsible for those portions of the garages which are described in Paragraph 3.b.

5. Common Element.

The "Common Element" will be maintained jointly through the Association. This will consist of the structure of the building and other parts not defined as the Units or as being the responsibility of the Unit Owner.

Other parts of the Condominium which would typically be a Common Element are, in the case of this Condominium, defined as Limited Common Elements in Paragraph 6. The Common Element will be maintained through the Association.

6. Limited Common Elements/Maintenance of Limited Common Elements/Deck or Patio

a. *Description of Limited Common Elements.* “Limited Common Elements” are portions of the Condominium which are owned by the Unit Owners. However, in the case of this Condominium, the Declaration has identified them as Limited Common Elements, meaning that they will be used by their respective Unit Owner. The Limited Common Elements which are created in the Condominium are described as follows:

i. *Limited Common Element 1.* Limited Common Element 1 consists of the balance of the Condominium excluding Unit 1 and Unit 2 and excluding the main structure of the duplex which is defined as a Common Element and excluding Limited Common Element 2.

ii. *Limited Common Element 2.* Limited Common Element 2 consists of the balance of the Condominium excluding Unit 2 and Unit 1 and excluding the main structure of the duplex which is defined as a Common Element and excluding Limited Common Element 1.

b. *Maintenance of Common Elements.* Each Unit Owner will be responsible for landscaping and snow removal, including lawn care, in a manner which would be equal to that which is typical in the neighborhood as to other adjoining property owners. In addition, each Unit Owner shall be responsible for the improvements within the Limited Common Element appurtenant to that Unit including the driveways and sidewalks.

c. *Deck or Patio.* Each Unit Owner shall be granted permission to cause a patio or deck to be installed within the Limited Common Element appurtenant to that Unit Owner’s Unit. This shall be installed in accord with all applicable laws, codes, and ordinances, and the Unit Owner causing such installation shall be responsible for all payments and shall allow no liens to attach to the Property. Such deck or patio shall be installed in a manner which allows the Unit Owner responsible for its maintenance to maintain landscaping without trespassing or infringing on the Limited Common Element of the neighboring Unit Owner. All costs associated with any such deck or patio shall be borne by the party installing it and shall not be considered a common expense of the Association.

d. *Fence or Shrubbery.* Upon the mutual agreement of both Unit Owners, a privacy fence or shrubbery may be placed between the deck or patio of the two (2) Unit Owners. At such time, the parties must mutually agree on the cost of placing such fence or shrubbery along the boundary of the two (2) Limited Common Elements and the responsibility for maintenance thereafter shall be paid for equally through the Association.

If the Unit Owners are not able to reach a mutual agreement, either Unit Owner may install a fence or shrubbery along the boundary line of the two (2) Limited Common Elements and the responsibility for maintenance thereafter shall be that of the Unit Owner installing the fence or shrubbery.

7. Percentage of Ownership Interest.

The percentage ownership interest of each Unit Owner in the Common Element and Limited Common Elements shall be as follows:

- a. Unit 1 – An undivided Fifty percent (50%)
- b. Unit 2 – An undivided Fifty percent (50%)

8. Use.

The Property, including the Units, are intended and restricted exclusively to residential use and shall be governed by the terms and conditions contained in this Declaration, together with Bylaws adopted pursuant hereto. Any restrictions with regard to use contained in the Declaration or Bylaws shall be in addition to any restrictions which may be imposed by any other governing municipality through applicable laws, codes, and ordinances.

No Unit Owner shall allow any nuisance upon the property nor shall a Unit Owner allow a use or practice which could be reasonably calculated to be the source of annoyance to the other Unit Owner, or which would interfere with the peaceful possession and proper use of the property by the Unit Owners, their guests, and invitees. No Unit Owner shall allow any immoral, improper, offensive, or unlawful use, and all use of the property shall be in accord with all laws, ordinances, restrictions, and regulations of governing bodies, including zoning regulations, all of which shall be deemed in addition to Rules and Regulations which may be set forth herein or adopted pursuant to the Bylaws.

No dogs, animals, livestock or poultry of any kind may be raised, bred or kept on the property or within the Units, except that each Unit Owner shall be allowed to maintain one (1) dog or two (2) cats subject to the further conditions that:

- a. Such animals are not kept or maintained for breeding or commercial purposes.
- b. Such animals are kept and housed within the Units and not kenneled outside the Units.
- c. In the case of a dog, such dog shall not be allowed outside of the Unit including in the Limited Common Elements, except when the same is on a leash and under the direction supervision and control of the Unit Owner or representative.
- d. None of such animals shall be allowed to cause a nuisance or a disturbance.

A Unit Owner may maintain other small indoor household pets, such as birds or fish, on the condition that they not be held for breeding purposes and not create a nuisance or disturbance to the other Unit Owner.

No boats, recreational vehicles or equipment, trucks with lettering, trucks having a load capacity of more than one (1) ton may be stored or parked outside upon either of the Limited Common Elements without the written consent of the other Unit Owner. This will not apply to third party delivery or repair vehicles parked in the ordinary course.

No industry, business, trade, occupation, or profession, whether commercial, religious, educational, or otherwise, and whether designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted upon the Property.

A sign advertising a Unit "For Sale" or "For Rent" is permitted but shall be of a type and size customarily displayed in the local real estate market for residential sales.

Leases of Units shall be permitted, but any such Lessee shall be bound by all of the terms, restrictions, and conditions contained herein. The Unit Owner shall be responsible for all guests, invitees, and tenants. There shall be no lease of Units for periods of less than thirty (30) consecutive days without the written consent of the other Unit Owner, which consent will not be unreasonably withheld.

No Unit Owner or occupant, except as allowed by Wisconsin Statutes, shall place upon the roof or upon any of the Property, any antenna, tower, solar collector, satellite dish over two (2) feet in diameter, basketball backboard and hoop, or otherwise device or accessory without the written permission of the other Unit Owner, which consent will not be unreasonably withheld.

No Unit Owner shall construct or place any accessory structure or device, or landscaping material, upon the Property, including the Limited Common Elements, without the written permission of the other Unit Owner, which permission shall not be unreasonably withheld. This prohibition will include, but not be limited to, storage sheds and fences. All such devices, structures, or landscaping materials which are permitted to be installed herein shall thereafter be the sole responsibility of the Unit Owner causing such installation.

However, each Unit Owner shall be allowed to place lawn or patio furniture on the rear deck and in the rear yard and to place outdoor barbecue or cooking equipment associated therewith within the Limited Common Elements provided that the same shall be kept in appearance which is consistent with the neighborhood in which the Property is located.

Notwithstanding anything else contained in this Declaration, the restrictions contained in the Declaration, Bylaws, and/or Rules and Regulations relating to the Condominium shall be in addition to any restrictions resulting from the recorded Restrictive Covenants of the respective Subdivision.

9. Service of Process.

The person to receive service or process shall initially be Jacobs Design Homes LLC, Attn: Ben Jacobs, 5788 I-Ah-Maytah Road, Oshkosh, Wisconsin 54901. In the event he is unwilling or unable to serve in that capacity, then the Association shall elect a successor to serve in that capacity.

10. Administration and Management.

The administration and management of this condominium property shall be governed by the Bylaws of ST. THOMAS LANE CONDOMINIUM ASSOCIATION, a Wisconsin unincorporated association of Unit Owners ("Association"). Each Unit Owner, upon becoming an owner, shall become member of the Association by virtue of such ownership and shall remain a member for the period of ownership. The owners may appoint an agent for operation and management through act of the Association.

The initial Bylaws of the Association shall be those Bylaws which will be adopted by the Declarant at the time of recording of this Declaration. These Bylaws will govern the affairs of the Association and may only be amended in the manner set forth therein.

Each Unit Owner shall be entitled to one (1) vote at any meeting of the Association. The person exercising the right to vote for each Unit shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the owner or some person designated in writing by such owner through proxy to act on behalf of the owner. In the absence of written direction to the Association, it shall be presumed that any person having record title to a Unit may cast a vote in the affairs of the Association. In the case of multiple owners of Units, the first person to so cast a vote, in the absence of written direction by any other Unit Owner, shall be deemed to have the authority to do so.

11. Reservation for Access/Maintenance, Repair & Emergencies/Easements.

Each Unit Owner shall have the irrevocable right, through the Association, to have access to each Unit and to Limited Common Elements associated therewith during reasonable hours or as may be necessary in the case of emergency for the making of emergency repairs or necessary to prevent damage to Common Elements or Limited Common Elements, or to the Units contained with the Property.

Each Unit Owner shall grant easements as are reasonably necessary upon the Property, including areas designated as Limited Common Elements, for purposes of providing mechanical services, utilities, or cable television to the Units, and each Unit Owner will execute any such documents as are necessary in connection therewith.

12. Owners' Maintenance Responsibility of Unit.

For purposes of maintenance, repair, alteration, and remodeling, a Unit Owner shall be deemed to own the cubicle of air previously described, together with windows, window casings, doors, door casings, door hardware, carpeting or floor covering, paint, wallpaper, and wall covering and those items described in Paragraph 3.b.

13. Destruction and Reconstruction.

In the event of a partial or total destruction of a Unit or Units, and unless both Unit Owners agree to the contrary, such damaged or destroyed Unit(s) shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan, and specifications as originally built, unless within thirty (30) days of the date of the damage or destruction, both of the owners of the units agree in writing not to rebuild or repair. Then, in such event, the provisions of Wisconsin Statute 703.18(2) shall govern.

14. Insurance.

The Unit Owners shall maintain fire and extended comprehensive insurance coverage of their Unit and improvements. Additionally, Unit Owners shall maintain fire and extended comprehensive insurance coverage proportionate to their share (50%) of the cost to replace Limited Common and Common Elements. Additionally, the Board of Directors of the Association may (but is not obligated) to provide and maintain fire and extended comprehensive insurance coverage of the buildings and improvements, including Limited Common Elements and Common Elements, in the amount of full insurable value (replacement value) thereof. Such insurance shall be obtained in the name of the Association who shall act as trustee for each of the Unit Owners and their respective mortgagees as their interests may appear.

In the event of partial or total destruction, and in the event of repair or reconstruction, then the proceeds of the insurance shall be applied to the cost of such repair or reconstruction. If it is determined not to reconstruct or repair, then the proceeds shall be held in a trust by the Association to be then distributed to the Unit Owners and their mortgagees, if any, as their respective interests may appear. Unit Owners will be responsible for insuring their own personal property.

The Board of Directors of the Association may (but is not obligated) to provide public liability insurance covering the Board of Directors and the Unit Owners for liability relating to Common Elements and Limited Common Elements as may be determined by the Board of Directors from time to time in its discretion. The cost for such insurance shall be a Common Expense of the Association accessible to Unit Owners in the manner provided herein.

No Unit Owner will engage in any activity which would increase the cost of such insurance to the other Unit Owner. Each Unit Owner shall obtain insurance on such owner's personal property as deemed appropriate and shall, in such Unit Owner's discretion, obtain individual liability insurance.

15. Liability for Common Expenses.

The costs of administration of the Association, including costs associated with repair, maintenance, and other expenses of Common Elements and Limited Common Elements, together with expenses for insurance as provided above shall be deemed "Common Expenses" of the Association to be shared by the Unit Owners as follows:

Unit 1 - Fifty Percent (50%)

Unit 2 - Fifty Percent (50%)

Assessments shall be made against each of the Unit Owners for such expenses, together with reserves for contingencies, replacements or capital improvements, as may be determined by the Board of Directors of the Association from time to time.

Unless agreed by both Unit Owners routine maintenance of the Limited Common Elements, including snow removal and lawn and landscape maintenance shall be the responsibility of each Owner individually and not the Association.

All Common Expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner of record and shall also, in the event not paid, become a lien against the Unit and the undivided rights appurtenant thereto in the manner provided by the Act until the same is paid, all of which shall be deemed to occur without the necessity of filing any such lien and all of which shall be deemed sufficient notice to all successors of title to Units.

The provisions of Wisconsin Statute 703.365 relating to and defining small residential condominiums shall apply in all respect to this Declaration.

In the event that either:

a. A proposed expenditure or action for the repair, maintenance, or upkeep of the Property, or for the operation of the Property, is not approved by the Board of Directors and any Unit Owner believes the expenditure or action is necessary for the safety and proper use of the Property or of the owner's Unit, or

b. An expenditure or action is approved by the Board of Directors and any Unit Owner believes the expenditure or action is contrary to the safety and proper use of the Property or the owner's Unit, then:

i. The Unit Owner challenging a decision of the Board of Directors described under Paragraphs a. and b. above shall give written notice of the objection to the other Unit Owner and mortgagees within forty-five (45) days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse, or modify the decision, and

ii. The Unit Owner may challenge the decision after reconsideration by the Board of Directors under Paragraph a. only in an arbitration proceeding under Chapter 788. Acceptance of a conveyance of the small residential condominium Unit is deemed to constitute an agreement by the Unit Owner to submit challenges to decisions of the Board of Directors to arbitration.

The Board of Directors, upon submission of the matter to arbitration as provided herein shall name a proposed arbitrator. The Unit Owner may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the two (2) arbitrators shall select a third person and the three (3) shall serve as an arbitration panel chaired

by the third person. The expense of the arbitration shall be shared equally by the Association and the Unit Owner challenging the decision of the Board of Directors.

The arbitration award by the arbitrator or arbitration panel hereunder shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it.

16. Partition of Common Elements Prohibited.

There shall be no partition of the Common Elements and facilities and Limited Common Elements through judicial proceeds or otherwise until this Declaration is terminated and the Property is withdrawn from its terms.

17. Conveyance to Include Interests in Common Elements and Facilities and Limited Common Elements.

No Unit Owners shall execute any deed, mortgage, lease, or other instrument affecting title to such unit ownership without including therein both their interest in the Unit and their corresponding percentage of ownership in the Common Elements and Limited Common Elements and facilities, it being the intention hereby to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. Failure of Association to Insist on Strict Performance; No Waiver.

The failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration and Bylaws, or to exercise any right or option herein contained or to serve any notice or to institute any action shall not be constructed as a waiver or a relinquishment for the future of such terms, covenants, conditions, or restrictions, but shall remain in full force and effect.

19. Amendments to Declaration.

Except as otherwise provided by the Act, this Declaration may be amended only by an affirmative vote of both Unit Owners. The Declarant shall be allowed to continue to be a Unit Owner and shall be accorded a vote as a result of such ownership.

Copies of any Amendments to the Declaration shall be prepared and executed in a manner which are suitable for recording and a copy of any such Amendment shall be recorded with the office of the Register of Deeds for Winnebago County, and thereafter shall be binding upon subsequent purchasers of Units and other parties of interest.

20. Mechanic's Lien Rights and Indemnification.

No labor performed or materials furnished and incorporated in a Unit at the request of an owner or their agent, including contractor or subcontractor, shall be the basis for filing of a

lien against the Unit of any other owner not consenting thereto, nor shall any such activity result in a lien against the Common Elements or a lien against the Limited Common Elements.

21. Mortgage of a Condominium Unit.

Any owner of a Unit shall have the right, from time to time, to mortgage or encumber their interest in St. Thomas Lane Condominium by mortgage or other security agreement. Such mortgage or encumbrance may apply to the Unit and to the undivided interest of the owner in the Common Elements and Limited Common Elements as a tenant in common and subject to the restriction against partition as herein contained. Rights of mortgagees, grantees, assignees, or other successors to the rights of Unit Owners shall be subject to the terms of this Declaration, and Bylaws and Rules and Regulations adopted pursuant hereto.

22. Notices.

All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered Unit Owner of a Unit regardless of the number of owners who have an interest therein. Personal delivery or delivery in a manner reasonably calculated to provide notice to the party to who such notice is given shall be deemed sufficient. A notice mailed to a Unit Owner by first class United States mail, postage prepaid, and addressed to the Unit Owner at the last address given to representatives of the Association, shall be deemed sufficient notice hereunder.

23. Easements, Reservations, and Encroachments.

a. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association, and are reserved thereto for utility purposes, including the right to install, lay, install, maintain, repair, and replace water mains and water laterals, sewer lines, sewer laterals, gas mains, telephone wires and equipment, cable systems, wires and equipment, including power transformers, or other reasonably necessary utilities or services to be located within the Property for the benefit of Unit Owners.

b. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building or the design or construction of any Unit, any part of the Common Elements or facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of the Common Elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful conduct of said owner or owners.

c. All easements and rights described herein are easements appurtenant to the Property, running with the land, and are subject to the reasonable control of the Unit Owners. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and

on all Unit Owners, purchasers, and mortgagees and their heirs, executors, administrators, successors and assigns. The Unit Owners have the authority to execute all documents necessary to carry out the intent of this paragraph.

24. Utilities.

Each Unit Owner shall pay their own telephone, electricity, gas, and other utilities which are separately metered or billed to each user by a utility company.

25. Acceptance of Declaration and Bylaws.

Any purchaser(s) or their successors in interest shall be deemed to have accepted this Declaration as may be hereafter amended in the manner provided by law. Similarly, such purchaser(s) or their successors in interest shall be deemed to have accepted the Bylaws of the Association as then amended and adopted pursuant to this Declaration and the Act.

26. Severability.

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

All provisions of this Declaration shall be deemed consistent with the Act, including those provisions applicable to "small residential condominiums" as that term is defined in the Act. If any provision hereof is deemed inconsistent or contrary to the provisions of the Act, such provision shall be deleted, amended, revised or reformed in a manner so as to include and incorporate all of the provisions and requirements of the Act relating thereto.

27. Arbitration.

In the case of a dispute concerning application or interpretation of this Declaration, and except as otherwise expressly provided herein, any such dispute shall be submitted to binding arbitration pursuant to the Rules of the American Arbitration Association. The costs of such arbitration shall be borne equally unless the arbitrator shall, in his/her discretion, determine that a party has acted in bad faith, in which case all costs, including a reasonable attorney's fees, may be ordered to be paid by such party.

28. Exhibits.

Exhibit "A" is incorporated by reference. This being the Condominium Plat.

Dated this ____ day of April, 2024.

DECLARANT:

JACOBS DESIGN HOMES LLC

Benjamin Jacobs
Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF WINNEBAGO)

This instrument was acknowledged before me on April _____, 2024 by Benjamin Jacobs.

Notary Public, State of Wisconsin
My commission expires: _____

This Document Drafted By:

Attorney Nathan P. Olson
Olson Legal Group LLC
146 Algoma Blvd. Suite A
Oshkosh, WI 54901
(920) 230-7020

EXHIBIT "A"