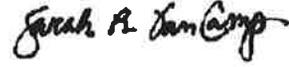


CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR  
FINALE CONDOMINIUM,  
an expandable condominium

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**SARAH R VAN CAMP, REGISTER OF DEEDS**  
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Recording Area

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Part of 111040106 & 111040507

Parcel Identification Number (PIN)

Drafted by:

William S. Woodward, Esq.  
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**CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
FINALE CONDOMINIUM,  
an expandable condominium**

This Declaration of Condominium Ownership and of Easements, Restrictions, Conditions and Covenants for Finale Condominium herein referred to as the "Declaration," is made this 6<sup>th</sup> day of September, 2024 by APEX PROPERTIES GROUP, LLC, a Wisconsin limited liability company, herein referred to as the "Declarant";

**WITNESSETH:**

WHEREAS, Declarant is the owner in fee simple of certain real estate located in the Village of Greenville, County of Outagamie, State of Wisconsin, legally described in Exhibit "A" attached hereto and incorporated herein and herein referred to as the "Real Estate Parcel"; and

WHEREAS, Declarant intends by this Declaration to subject the Real Estate Parcel, together with all buildings, structures, Improvements, and other permanent fixtures of whatsoever kind which are now, or which at any time hereafter will be located thereon, and all rights and privileges belonging or pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time, herein referred to as the "Act"; and

WHEREAS, Declarant intends:

1. To establish certain rights with respect to the Real Estate Parcel for the benefit of the Declarant and for the benefit of all future owners and occupants of the Real Estate Parcel and any part thereof; and
2. To create a Condominium pursuant to the Act which shall be known as Finale Condominium herein referred to as the "Condominium", with rights appurtenant to each Unit, as herein defined, in the Condominium; and
3. To provide for the harmonious, beneficial and proper use of the Real Estate Parcel and each Unit in the Condominium with mutually beneficial rights and obligations for each Unit Owner, as herein defined; and

WHEREAS, Declarant intends that the several owners, mortgagees, and occupants of Units and all other persons herein acquiring any interest in the Real Estate Parcel shall at all times enjoy the benefits of, and shall hold their interest subject to, the easements, restrictions, conditions, and covenants herein set forth, all of which are declared to be in furtherance of a plan to promote, enhance, and protect the value, desirability, appearance and aesthetics of the Real Estate Parcel and all Improvements thereon.

NOW, THEREFORE, Declarant, as owner in fee simple of the Real Estate Parcel and for the purposes herein set forth declares as follows:

## ARTICLE I. DEFINITIONS

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

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

**Section 1.02 Assessment.** A share of the Common Expenses, as herein defined, and other charges from time to time assessed against a Unit and the respective Unit Owner by the Association in accordance with the terms of this Declaration, including any Special Assessment.

**Section 1.03 Association.** Finale Condominium Owner's Association, Inc., a Wisconsin non-stock corporation, formed pursuant to this Declaration.

**Section 1.04 Board of Directors.** "Board of Directors" or "Board" shall mean and refer to the Board of Directors of Finale Condominium Owner's Association, Inc.

**Section 1.05 Building.** Any structure, as herein defined, having a roof supported by columns or walls used or intended for the shelter or protection of persons or property of any kind.

**Section 1.06 Common Elements.** All of the Condominium except the Units, as herein defined as well as the Limited Common Elements and Share Common Elements as herein defined.

**Section 1.07 Common Expenses:**

- (a) All sums assessed against a Unit, as herein defined, and the respective Unit Owner, as herein defined, by Association, as hereinafter defined; and,
- (b) All expenses declared to be Common Expenses by the Act or by this Declaration.

**Section 1.08 Condominium Associations Rules and Regulations.** Those rules and regulations adopted from time to time by the Board of Directors of the Association.

**Section 1.09 Condominium Property.** The Real Estate Parcel designated on the attached Exhibit "A" and all Buildings, Structures, Improvements, and other permanent fixtures of whatsoever kind now or at any time hereafter placed upon the Real Estate Parcel, together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the provisions of the Act.

**Section 1.10 Declarant.** APEX PROPERTIES GROUP, LLC, a Wisconsin limited liability company, any successor in title to Declarant's interest in the Condominium property, and any other assignee or successor of the Declarant who (1) as an assignee of the Declarant, accepts the

assignment therein made by the Declarant of those rights and powers of Declarant contained in this Declaration, and (2) assumes and agrees to be bound and perform those obligations of the Declarant contained in this Declaration with respect to all or such of those Units within the Condominium as may be legally described in any such interest of assignment, acceptance and assumption. If, for any reason, Declarant ceases to exist as a legal entity, then the powers, rights, duties and obligations of Declarant, as provided in this Declaration, shall be exercised and discharged by the Association.

**Section 1.11 Declaration.** This instrument by which the Real Estate Parcel is subject to the provisions of the Act, and all amendments and supplements hereof recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin.

**Section 1.12 Designated Unit Site.** That parcel of land, including the surface and subsurface thereof, within the Condominium Property upon which a Unit or Units are located, the exclusive use of which is restricted to" the Unit or Units and Unit Owner or Unit Owners of the Unit or Units upon such land, which land shall have surface boundary lines lying beneath the vertical planes of the respective Unit or Unit boundary lines shown on the Plat. The Declarant only, as the owner of a Unit located on a Designated Unit Site shall have the right to, separate the Unit into two (2) or more Units pursuant to the terms and conditions hereinafter set forth in this Declaration and pursuant to the provisions of the Condominium Act of Wisconsin.

**Section 1.13 Improvements.** Any Building, any Structure, as herein defined, or any alteration whatsoever to the exterior of any Building or any Structure, or any alteration whatsoever of the surface, grade or contour of any land within the Condominium Property.

**Section 1.14 Limited Common Elements.** Those Common Elements designated in this Declaration as reserved for the exclusive use of one or more but less than all Unit Owners, as herein defined, in the Condominium and as set forth on the Plat.

**Section 1.15 Member.** Each Unit Owner who, upon acquiring title to a Unit, is automatically a member in the Association and shall remain as such until such time as he or she ceases to be a Unit Owner, at which time his or her membership in the Association shall automatically cease.

**Section 1.16 Occupant.** A person, as herein defined, in lawful possession of a Unit, as herein defined, other than the Unit Owner, as herein defined, of such Unit.

**Section 1.17 Percentage Interests.** The appurtenant, undivided interest of Unit Ownership, as herein defined, in the Common Elements, as herein defined, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Units, as herein defined, in the Condominium as set forth on the Plat. For purposes of this Declaration, the percentage interest of all Unit Owners will be equal.

**Section 1.18 Person.** A natural person, corporation, partnership, association, trust, or other legal entity or any combination thereof.

**Section 1.19 Plat.** The Condominium Plat attached hereto as Exhibit “B” and made a part hereof reflecting the Condominium Property, the Units, the Floor Plans and the Common Elements of the Condominium.

**Section 1.20 Real Estate Parcel.** The parcel of real estate subject to this Declaration and legally described in Section 2.01 below.

**Section 1.21 Special Assessment.** Assessments levied against a Unit and Unit Owners, or any of them, whenever necessary or appropriate as provided in the Bylaws of the Association. Collection of monies owed to the Association under any provision of this Declaration or for any other purpose for which the Association may determine an assessment is necessary or appropriate for the improvement or benefit of the Condominium.

**Section 1.22 Structure.** Anything whatsoever which is either constructed, erected, placed, or installed in or upon the Condominium Property, including, but not limited to, a building and a sidewalk and a driveway providing access thereto.

**Section 1.23 Unit.** A part of the Condominium Property as shown on the Plat being a cubicle of air having vertical sides formed by the planes extending upward from the surface boundary lines of the Designated Unit Site (defined below), whose lower boundary is an imaginary horizontal plane located parallel to and 50 feet below the surface of the ground, extended to the perimeter boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 35 feet above the surface of the ground, extended to the perimeter boundaries, of the Designated Unit Site. The Unit Owner of each Unit shall have an exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove and replace surface and sub-surface. Improvements, including, but not limited to, Buildings, access driveways, walkways, building foundations and foundation pilings, upon and in such Designated Unit Site for the use and enjoyment of such Unit, in accordance with this Declaration. Such right and easement to construct, use, maintain and remove Improvements is subject to the use restrictions contained in this Declaration and the Act. A Unit shall include the percentage interest of such Unit in the Common Elements as herein defined.

**Section 1.24 Unit Number.** The number or number combination designating a specific Unit made up of the Condominium number assigned to the respective Unit, as appearing on the Plat.

**Section 1.25 Unit Owner.** The record owner of a Unit and the percentage interest in the Common Elements associated with said Unit. If there is more than one record owner, the record owner shall be deemed to be collectively referred to as the Unit Owner.

**Section 1.26 Unit Owner Improvements or Improvements.** Any Building, any Structure, and any other surface or sub-surface Improvement, including, but not limited to, any access driveway, walkway, building foundation and basement, located within a Unit, located in the respective Designated Unit Site or within the Limited Common Element appurtenant to each Unit as set forth on the Plat.

**Section 1.27 Voting Member.** The one person with respect to each Unit entitled to vote at any meeting of the Unit Owners.

## **ARTICLE II. DESCRIPTION OF DEVELOPMENT**

**Section 2.01 Description.** The land that is the subject of this Declaration upon which the Buildings and Improvements are and will be located is in Outagamie County, Wisconsin, more particularly described on Exhibit "A" hereto.

**Section 2.02 Ownership of Common Elements and Unit Owner Improvements.** Each Unit Owner shall own an undivided interest in all Common Elements as a tenant-in-common with all other Unit Owners in the Condominium. There shall be no partition of the Common Elements unless this Declaration is terminated by all the Unit Owners and the Condominium Property is removed from the provisions of the Act.

**Section 2.03 Identification.** The legal description of each Unit shall consist of the Unit number of such Unit as shown the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its Unit number as shown on the Plat, and every such description shall be good and sufficient for all purposes; as provided in the Act. No Unit boundaries may be relocated except by or with the written consent of the Unit Owners, and then only as provided in the Act. Declarant hereby grants each Unit Owner the exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove and replace Unit Owner Improvements in, upon and within the Designated Unit Site.

**Section 2.04 Expanding Condominium.** The Declarant reserves the right to expand the Condominium as set forth herein pursuant to Wisconsin Statutes Section 703.26 for a period of ten (10) years from the date of recording this Declaration. A maximum of 27 Units are planned for the Condominium, provided the Declarant expands the Condominium as presently contemplated. The right to so amend this Declaration for the purpose of expanding the Condominium is reserved to the Declarant and shall not require the consent of any Unit Owner or the Association. By acceptance of a deed for a Unit, each Unit Owner waives any claim for compensation resulting from the conversion of Common Elements as a result of the expansion of the Condominium.

**Section 2.05 Approval of Plans.** For so long as Declarant holds title to a Unit, Declarant reserves the right to approve all plans and specifications for Unit Owner Improvements prior to commencement of any construction as more fully provided in Article VII below.

**Section 2.06 Unit Ownership Formula.** Subject to the voting rights of the Declarant as herein provided and as set forth in the By-Laws of the Association, the ownership interest and voting rights formula shall be 1/26<sup>th</sup> interest for each Unit; provided, however, the voting interest shall be 1/27<sup>th</sup> if the Condominium is expanded.

## **ARTICLE III. SUBJECTING THE REAL ESTATE PARCEL AND THE CONDOMINIUM PROPERTY TO THE ACT**

**Section 3.01 Subjecting the Real Estate to the Act.** The Declarant hereby subjects the Condominium Property described on in paragraph 2.01 above to the provisions of the Act and to this Declaration.

**Section 3.02 Number, Location, and Style of Units.** Initially, there shall be shall be twenty-six (26) Units as positioned and shown on the Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. If the Declarants expands the Condominium, there shall be twenty-seven (27) Units as positioned and shown on the Plat, subject to the reservation set forth in this Section 3.02 by Declarant.

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

**Section 4.01 Common Elements.** The Common Elements shall consist of the Real Estate Parcel except the individual Units.

**Section 4.02 Ownership of Common Elements.** Each Unit Owner shall own an undivided interest in all Common Elements as a tenant-in-common with all other Unit Owners. Except for Limited Common Elements, if any, each Unit Owner shall have the right, appurtenant to their respective Unit, to use the Common Elements for all purposes necessary for the use and occupancy of such Unit as permitted by this Declaration, the Bylaws of the Association and the Association Rules and Regulations. The interest of each Unit Owner in the Common Elements appurtenant to each respective Unit shall be equal to the Unit Owner's Percentage Interest. Percentage Interests may be changed by the amendment of this Declaration upon written approval of the Declarant and/or the Unit Owners in accordance with the terms of this Declaration. The undivided interest in the Common Elements shall not be separated from the Unit with which such undivided interest is appurtenant and shall be deemed to be conveyed, encumbered and leased with such Unit even though such undivided interest is not expressly mentioned or described in the conveyance or other instrument of transfer. All Unit Owner Improvements shall be and remain the exclusive property of each respective Unit Owner and the heirs, successors and assigns of such Unit Owner.

**Section 4.03 No Partition of Common Elements.** There shall be no partition of the Common Elements unless this Declaration is terminated by all the Unit Owners and the Condominium Property is removed from the provisions of the Act.

**Section 4.04 Limited Common Elements.** A portion of the Common Elements are designated on the Plat as "Limited Common Elements." Such Limited Common Elements shall include, but not be limited to that area surrounding each Unit as shown on the Plat. Such Limited Common Elements shall be reserved for the exclusive use of the Unit Owner or Occupant of the Unit to which they are appurtenant.

#### **ARTICLE V. GENERAL PROVISIONS FOR UNITS AND COMMON ELEMENTS**

**Section 5.01 No Severance of Unit Ownership.** No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting any Unit without including therein both the interest in such Unit and the corresponding Percentage Interest. Any such deed, mortgage, lease or other instrument purporting to include the one without including the other shall be deemed and taken to include the interest so omitted.

**Section 5.02 Use of Common Elements.** Subject to the exclusive rights of each Unit Owner to the use and enjoyment of the respective Limited Common Elements, if any, as provided in this Declaration, each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Units Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Bylaws and the Associations Rules and Regulations.

**Section 5.03 Use of the Common Elements.** Subject to the exclusive rights of each Unit Owner to the use and enjoyment of the respective Designated Unit Sites and other Limited Common Elements, if any, as provided in this Declaration, each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Bylaws, and the Condominium Rules and Regulations.

**Section 5.04 Maintenance of Common Elements.** Except for Designated Unit Site and Unit Owner Improvements, which shall be the responsibility of each Unit Owner, the management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Condominium Association. Each Unit Owner shall pay as an assessment a share of the common expenses for maintenance, repair, replacement, administration and operation of the Common Elements in the same proportion as the Unit Owner's Percentage Interests. Payment thereof shall be in such amount and at such times as may be established in this Declaration. If a Unit Owner fails to pay such assessment when due, the amount thereof shall constitute a lien on the respective Unit.

**Section 5.05 Easements.**

- (a) **Encroachments.** If, by any reason of the settling or shifting of any structure, any part of the Common Elements shall encroach upon any part of any Unit, or if any part of any structure Improvements shall encroach upon any part of the Common Elements or any other Unit, then valid easements for the maintenance and continuation of such encroachment are hereby established and shall exist for the benefit of and be appurtenant to such Unit, and the Common Elements, as the case may be, for the period of time any such encroachment or any replacement thereof shall remain.
- (b) **Declarant's Reservation and Right to Grant Easements for Utilities and Right to Connect to Utilities.** Declarant hereby reserves for itself and for the Association the right to grant to public or semi-public utility companies, easements and rights-of-way (and any and all Improvements contained therein) for the erection,

construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Declarant further reserves for itself and its successors and assigns the right to connect with any of the above-described utility lines, underground pipes, or other conduits together with access to the Condominium Property for such connection, whether or not the benefitted parcel is contributed to this Condominium.

- (c) **Easement for Construction, Access and Maintenance.** Declarant hereby further reserves for itself and its successors and assigns a right of access over, across and through the Real Estate Parcel including over and across any Common Element for the purpose of transporting construction materials, for making underground or above ground utility connections and any other reasonable use related to the construction of Buildings, Units, Improvements, and amenities in any phase of the Condominium, or the development of the Expansion Parcel whether or not contributed to this Condominium. In addition, Declarant reserves for itself, its successors and assigns, and for the benefit of purchasers of Units in future phases of the Condominium, non-exclusive easement for ingress and egress over and across any drive or paved way shown on the Plat.
- (d) **Easements Identified on the Plat.** Declarant hereby further reserves the right for itself, the Association and future Unit Owners, certain easements identified on the Plat within the Common Area, both for public and private purposes.
- (e) **Additional Easements.** During the period of Declarant's control of the Association, the Declarant reserves the right to grant additional easements over the Condominium Property, including the Common Elements, in the name of the Association.

**Section 5.06 Easements for Unit Owners of Units Located on Designated Unit Sites.**

- (a) Declarant hereby grants to the Unit Owner of each Unit located on a Designated Unit Sites an exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove, and replace surface and subsurface Improvements, including, but not limited to, buildings, access driveways, walkways, building foundations, and basements upon and in the respective Designated Unit Sites for the use and enjoyment of such Unit, in accordance with the Declaration.
- (b) Declarant hereby grants to the combined Unit Owners of Units located on Designated Unit Sites an exclusive and perpetual right and easement appurtenant to such Units to use,

maintain, remove and replace surface and sub-surface Improvements, including, but not limited to, Buildings, access driveways, walkways, Building foundations and basements, upon and in the respective Designated Unit Sites for the use and enjoyment of such Units, in accordance with this Declaration.

**Section 5.07 Easements to Run With the Land.** All rights and easements described herein are perpetual rights and, easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant and any Unit Owner, purchaser, mortgagee, and other person having any interest in the Condominium Property or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium Property to the rights and easements contained in this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as fully as though such rights and easements were set forth in their entirety in such instrument.

**Section 5.08 Separate Mortgages of Units.** No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof, except only that each Unit Owner shall have the right to mortgage or encumber the Unit owned by such Unit Owner, and the Percentage Interest applicable thereto.

**Section 5.09 Separate Real Estate Taxes.** Each Unit shall be taxed separately to each respective Unit Owner, as provided in the Act. In the event that, for any year, such taxes are not taxed separately to each Unit Owner but are taxed on the Condominium Property in its entirety, then each Unit Owner shall pay that portion of such taxes equal to its Percentage Interest multiplied by the real estate tax bill for the Condominium Property in its entirety.

**Section 5.10 Insurance; Unit Owners.** Each Unit Owner shall be responsible for obtaining (i) fire, casualty and extended coverage insurance on Unit Owner Improvements within such Unit and on all personal property within the Unit, and (ii) personal liability insurance for all conditions and events occurring within the Unit. Each Unit Owner hereby waives and releases any and all claims which may arise against any other Unit Owner, the Association and its Board, officers, agents and employees, the Declarant and its respective employees and agents for damage to the Common Elements, the Units, the Unit Owner Improvements or any personal property located in the Common Elements or Units caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

**Section 5.11 Negligence of Unit Owner.** If, due to the willful or negligent act or omission of a Unit Owner, a guest, a member of the family or a household pet of such Unit Owner, or of an Occupant of such Unit Owner Improvements, any damage shall be caused to the Common Elements, or to a Unit owned by others, then to the extent not covered by the Association's insurance, such Unit Owner shall pay for such damage, including repair and replacement, as may be determined by the Board.

**Section 5.12 Maintenance, Repair, and Replacement of Unit Owner Improvements – Designated Unit Site.**

- (a) By the Condominium Association. The Condominium Association shall have no obligation to maintain, repair or replace any Unit Owner Improvements located on a Designated Unit Site.
- (b) By the Unit Owner of a Residence. Each Unit Owner shall be responsible for all maintenance, repair, and replacement of the Unit Owner's Improvements located thereon.

**Section 5.13 Joint Facilities.** To the extent that equipment, facilities, and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance repairs, or replacements or fixtures affecting or serving other Units or the Common Elements.

**Section 5.14 Maintenance of Landscaping.** Each Unit Owner shall be responsible for maintaining the landscaping on a Designated Unit Site and the Limited Common Element associated with each Unit.

**Section 5.15 Maintenance and Operation of Sewage Systems.**

- (a) **Purpose.** This article of the Declaration is included as expressly required by the Bureau of Plumbing, Division of Safety and Buildings, Wisconsin Department of Industry, Labor and Human Relations (hereafter the "Department"), for the Department's initial and continuing approval of a condominium (or other common ownership) sewerage system as required under Ch. 145, and Ch. H 63, Wis. Adm. Code.
- (b) **Description.** The sewerage system for this condominium is described in general terms as follows: The Condominium is connected to the municipal sewage system. The sanitary sewer lines located within the Condominium but retained by the Village of Greenville shall be maintained, repaired, and replaced by the Village of Greenville. Any sewer lines within the Condominium which are located within the Common Element and which do not belong to the Village of Greenville sanitary sewer system shall be a Common Element and maintained as such by the Association except the following. Lateral sanitary sewer lines running from Common Element main sewer lines to a Unit Owner Improvement shall be maintained, repaired, and replaced by the Unit Owner.

**Section 5.16 Entry for Repairs.** The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit Owners and with as little inconvenience to the Unit Owners as is practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense.

**ARTICLE VI. ASSOCIATION OF UNIT OWNERS**

**Section 6.01 Association of Unit Owners.** 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 the Association which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and Bylaws, the Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, Occupants, and all other persons and entities that in any manner use the Condominium or any part thereof shall abide by and be subject to all of the provisions of all Rules and Regulations of the Association, 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 unless otherwise stated in such amendment or modification.

**Section 6.02 Voting Rights.** Each Unit Owner shall have one vote for each Unit owned. If a Unit is owned by more than one person, the owners thereof are entitled collectively to only one vote. Each Unit shall designate by written notice to the Association the name and address of the person or persons (primary and alternate) entitled to cast the vote on behalf of the Unit. The Declarant shall have five (5) votes for each Unit as provided in the Association Bylaws, which are incorporated herein by reference until said Unit is conveyed to a third party.

**Section 6.03 Association Personnel.** The Association may obtain or pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other persons as it shall determine to be necessary or advisable for the proper operation of the condominium.

**Section 6.04 Declarant Control of Board.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been conveyed to any third party. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been conveyed to a third party, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Unit or Common Element interest, or (c) thirty (30) days after the Declarant's election to waive its right of control.

**Section 6.05 Limitations on Voting Rights.** No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the mortgagee of the Unit, if any, have been furnished to the secretary of the Association. The Bylaws may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

## **ARTICLE VII. ALTERATION AND USE RESTRICTIONS**

**Section 7.01 Use and Restrictions on Use of Unit.** Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit, except: (1) the lease of a Unit by the Unit Owner; or (2) the use of a Unit as a real estate sales/management office by the Declarant, shall not for this purpose be considered to be a trade or business. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or,
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.
- (e) Nothing in this Section shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

**Section 7.02 Nuisances.** No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

**Section 7.03 Plan Approval Required.** No person shall construct, install, erect, place, or alter any Unit Owner Improvement on any Unit until Declarant for so long as the Declarant holds title to any Unit, and thereafter, the Association (for purposes of the remainder of this Section 7.03 and Sections 7.04 through 7.06, Declarant or Association, as the case may be, shall be referred to as “Association”), has approved or is deemed to have approved a site plan and/or building plans for the proposed Unit Owner Improvement in accordance with this Article VII. Such approval right shall also apply to any material change or alteration to an approved Unit Owner Improvement after construction thereof. Unit Owner shall submit to Association, a full size (scale not less than one inch equals 50 feet) and two reduced size (11 inches by 17 inches) copies of the following documents (the Plans) for the proposed Improvement: (i) a site plan; (ii) a landscape plan; (iii) a building elevation plan; and (vi) an architectural rendering, including exterior materials and colors. Association shall approve, conditionally approve, or deny each submission within fifteen (15) days after its receipt by Association. If Association does not so act in writing within that fifteen (15) days, the submission shall be deemed approved. Association shall not unreasonably delay action. Any decision of Association shall be in writing.

**Section 7.04 Review.** Association shall have the right to reject any submission that, in the opinion of Association, is not in keeping with the development of the balance of the Condominium as a high-quality residential condominium, or which is contrary to the purposes of this Declaration or which is not compatible with the architectural design and quality of Unit Owner Improvements already constructed within the Condominium. Any decision made by Association in good faith shall be final. Each Unit Owner, shall and hereby does release Association from any liability based upon Association’s good faith exercise of its duties. Association’s anticipated role is general oversight, not detailed imposition of design criteria. If Association in the future develops any specific design criteria, it shall furnish the criteria to any interested party upon request.

**Section 7.05 No Liability.** None of the Association, the directors, members, officers, and agents of Association, shall be liable in damages or otherwise, to anyone submitting Plans for approval to Association or to any Unit Owner by reason of Association’s approval or disapproval or failure to approve or to disapprove any submitted Plans. Every person submitting Plans to Association for approval agrees, by submission of the Plans, and every Unit Owner agrees, by acquiring title in a Unit, that the person or Owner will not bring any action or suit against Association, the officers, directors, members and agents of Association, to recover damages or other relief.

**Section 7.06 Failure to Obtain Approval.** Any Unit Owner who causes or allows any Building, Structure, or Improvements to be constructed, installed, erected, or altered on a Unit without Association’s approval may be required to remove such Building, Structure, or Improvement (or restore such alteration) in its entirety at Unit Owner’s expense. If the Association elects not to require the removal of the Building, Structure or Improvement, the Association shall levy a fine against the Unit Owner and Unit in such amount as determined by the Association.

## ARTICLE VIII. COMMON EXPENSES

**Section 8.01 Liability for Common Expenses.** The costs of administration of the Association, insurance and other expenses of the Common Elements and common services provided to the Unit Owners shall be paid for by the Association. The Association shall make Assessments or Special Assessments against the Unit Owners as well as the Units themselves, for such Common Expenses in accordance with the Unit Owner's Percentage Interest in the manner provided in the Bylaws of the Association. No Unit Owner may exempt himself or herself or his or her Unit ownership from liability for his or her contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Element or Limited Common Elements and facilities or services or by the abandonment of his or her Unit, and no conveyance shall relieve the Unit Owner, grantor or his or her Unit of such liability, and he or she shall jointly, severally, and personally be liable along with his or her grantee in any such conveyance for the Common Expenses incurred up to the date of sale, until all Common Expenses charged to his or her Unit have been paid. All Common Expenses and Assessments (including Special Assessments), when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act, without the necessity of filing such lien, and this provision shall constitute notice to all successors of title to Units.

**Section 8.02 Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements. Upon ten (10) days' notice to the Board, any Unit Owner shall be furnished a statement of account showing the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

**Section 8.03 Foreclosure.** In the event of the foreclosure of a lien for unpaid Common Expenses, the Unit Owner who is the defendant in such proceeding shall be required to pay to the Association all charges and Assessments for Common Expenses during any such period after the entry of a judgment for foreclosure and prior to the eviction or vacation of the Unit by such Unit Owner.

**Section 8.04 Assessments Against Units Owned by Declarant.** During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, payment of any reserve fund Assessments against any Unit owned by Declarant may be deferred until the first conveyance of such Unit.

**Section 8.05 Statutory Reserve Account.** The Declarant has elected not to establish a statutory reserve account in accordance with Section 703.163(3)(c) of the Act. The establishment of a statutory reserve account in accordance with Section 703.163 of the Act shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after the expiration of the Declarant's control of the Association as provided in Section 6.04 above.

## ARTICLE IX. INSURANCE

**Section 9.01 Public Liability Insurance.** The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests 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 have the right to insure its own Unit for personal benefit.

**Section 9.02 Fidelity Insurance.** Subsequent to the sale by Declarant of the first Unit, 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. With respect to any such insurance, the Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. Any premiums for such insurance shall be Common Expenses.

**Section 9.03 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.

**Section 9.04 Standards for All Insurance Policies.** All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

## ARTICLE X. RESTRICTIONS, RULES AND REGULATIONS

**Section 10.01 Units Subject to Rules and Regulations.** The Units, Common Elements and Limited Common Elements shall be occupied and used in accordance with and subject to the following and such other Association Rules and Regulations established by the Board, which may be amended from time to time as provided in the Bylaws of the Association and shall also be subject to the restrictions contained in this Article X.

**Section 10.02 Nuisances.** No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Common Areas or a Designated Unit Site, nor shall any nuisance or odors be permitted to exist or operation upon or arise from any Designated Unit Site so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Condominium Property. Noxious or offensive activities shall not be carried or anywhere on the Condominium Property.

## **ARTICLE XI. SALE OR OTHER ALIENATION**

**Section 11.01 Responsibility of Transferees for Unpaid Assessments.** In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefore Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Board and Board or the managing agent of the Association , as the case may be, setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. The Board shall have the right to charge a reasonable fee for such statements.

**Section 11.02 Repurchase Option.** During the period of Declarant's control as provided in Section 6.04, Declarant hereby reserves for itself, its successors and assigns the right and option to purchase any Unit within the Condominium which is offered for sale by the Owner thereof, such option to be at the price and on the terms and conditions of any bona fide offer for such Unit which is acceptable to such Owner and which is made to such Owner by a third party (or any offer made by such Owner that is acceptable to a third party). Upon the receipt (or making) of any such offer by an Owner, such Owner shall promptly submit a copy of the same to the Declarant, and the Declarant shall have a period of fourteen (14) days from and after Declarant's actual receipt of such copy from such Owner in which to exercise its purchase option by giving such Owner written notice of such exercise. If Declarant fails to respond or to exercise such purchase option within said fourteen (14) day period, Declarant shall be deemed to have waived such purchase option. If Declarant declines to exercise such option, Declarant shall execute an instrument evidencing its waiver of such purchase option, which instrument shall be in recordable form. In the event that Declarant does not exercise its purchase option and such sale to a third party is not consummated on such terms within six (6) months of the date on which the offer is transmitted to the Declarant, the terms and limitations of this Section 11.02 shall again be imposed upon any sale by such Owner. If Declarant shall elect to purchase such Unit, the transaction shall be consummated within sixty (60) days following delivery of written notice by Declarant to such Owner of Declarant's decision to so purchase such Unit.

**ARTICLE XII.        REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS  
AND REGULATIONS**

**Section 12.01 Abatement and Enjoyment.** The violation or breach of any covenant, condition or restriction contained in this Declaration, or the violation of any Bylaw or any of Association Rules and Regulations or any provision of the Act, shall give the Board the following rights:

- (a) Upon any part of the Condominium Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any Unit Owner Improvement or other structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Declarant, the Board or its agents, shall not thereby be deemed guilty in any manner of trespass; and,
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The foregoing provisions shall also apply to the breach of any restriction of record and shall empower the holder of the enforceable interest under said restriction to act in the manner hereinbefore provided.

**Section 12.02 Remedies.** The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Village of Greenville or the County of Outagamie to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and Assessments), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association

shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a special Assessment which shall be subject to lien on not only the Unit, but all Unit Owner Improvements if not paid. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

### **ARTICLE XIII. AMENDMENTS TO DECLARATION**

**Section 13.01 Amendments.** Except for terms of this Declaration that the Act requires the consent of all Unit Owners and first mortgage holders this Declaration may be amended or rescinded by an instrument setting forth the amendment or rescission signed and acknowledged by an affirmative vote of not less than three-fourths (3/4ths) of all votes entitled to be cast by the Unit Owners and/or Declarant, provided that the affirmative vote of a Unit Owner is not effective unless such affirmative vote is approved by the first mortgagee of record with respect to such Unit and further provided that this Article XIII may not be amended without the written consent of the Declarant for so long as the Declarant holds title to any Unit. For so long as the Declarant holds title to any Unit, no amendment shall alter or abrogate the rights of the Declarant as contained in this Declaration without the written consent of the Declarant. Copies of the 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 Outagamie County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his or her address on file with the Association. Any change, modification or rescission shall be effective upon recording of such instrument in the Office of the Register of Deeds for Outagamie County, Wisconsin; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

**Section 13.02 Amendments for Alteration of Plans.** Notwithstanding any provision in this Declaration to the contrary, this Declaration may be amended by the Declarant as provided in this Declaration.

### **ARTICLE XIV. RIGHT OF DECLARANT TO DISPOSE OF UNITS**

**Section 14.01 Right of Declarant to Dispose of Units.** Declarant shall have the right to sell or otherwise dispose of Units by deed, land contract, or other form of installment sale, or by such other means of conveyance as they may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of a purchaser under a land contract, installment sale, or mortgage, Declarant shall be free to dispose of any such Unit by any means whatsoever.

### **ARTICLE XV. GENERAL PROVISIONS**

**Section 15.01 Services of Notices on Devisees and Personal Representatives.** Notices required or desired to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

**Section 15.02 Covenants to Run With Land.** Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under an agreement for a Condominium Deed or under any land contract or contract for any deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

**Section 15.03 Non-Waiver of Covenant.** No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any lapse of time.

**Section 15.04 Waiver of Damages.** The Declarant shall not be liable for any claim whatsoever arising out of, or by reason of, any actions performed pursuant to any authority reserved, granted or delegated to Declarant by, or pursuant to, this Declaration or in any other capacity in which Declarant may act, whether or not such claim (a) shall be asserted by any Unit Owner, Occupant, the Association, the Board or by any person claiming through any of them; or (b) shall be asserted on account of any alleged injury to person or damage to or loss of property wherever located and however caused. The foregoing enumeration includes, but is not limited to, all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any act or neglect of Declarant or of any Unit Owner, the Association, the Board, the managing agent or their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function, or disrepair of, any utility services.

**Section 15.06 Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.

**Section 15.07 Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then any such provision shall continue only until twenty (20) years after the death of the last survivor of the now-living lawful descendants of the President of the United States of America holding office on the date of this Declaration.

**Section 15.08 Interpretation of Declaration.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential condominium. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, or any Rules and Regulations of the Association, or between or among any of them, this Declaration shall be considered the controlling document, followed in order by the Articles, the Bylaws, and any rules and regulations of the Association.

**Section 15.09 Indemnity.** The members of the Board and the officers of the Association, as well as the Members of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners, the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners and the Association. The liability of any Unit Owner arising out of any contract made by such members of the Board and officers or arising out of the aforesaid indemnity shall be limited to the Percentage Interest of such Unit Owner. Each agreement made by such members of the Board or officers or by the managing agent on behalf of the Unit Owners, the Association shall be executed by such members of the Board or the Association.

**Section 15.10 Partition of Common Elements Prohibited.** There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that, if any Unit is owned by two or more co-owners as tenants in common or as joint tenants, nothing contained here shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided.

**Section 15.11 Service of Process.** The name and address of the registered agent under Section 703.23 of the Wisconsin Statutes is: Michael Blank, 26 Duchess Ct, Appleton, WI 54914 or at the home address of the President of the Board as may be reflected on the records of the Association from time to time. The Board may designate any successors as may be required to the aforementioned party at any Board meeting.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed at Menasha, Wisconsin, this 6 day of September, 2024.

**Declarant:**

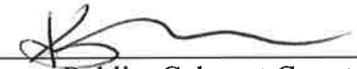
APEX PROPERTIES GROUP, LLC

By:   
Its: Managing Member

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF CALUMET    )

Personally came before me this 6<sup>th</sup> day of SEPTEMBER, 2024, MIKE BLANK, Managing Member of APEX PROPERTIES GROUP, LLC to me known to be the person who executed the foregoing instrument and to me known to be such managing member of the above named limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said company by its authority.



  
Notary Public, Calumet County, WI  
My Commission Expires: 9/20/2027

**THIS INSTRUMENT WAS DRAFTED BY:**

**Attorney William S. Woodward  
von Briesen & Roper, s.c.  
300 N Broadway, Suite 2B  
Green Bay, WI 54303  
Office: (920) 713-7800  
E-Mail: [william.woodward@vonbriesen.com](mailto:william.woodward@vonbriesen.com)**

**EXHIBIT A**

**Legal Description**

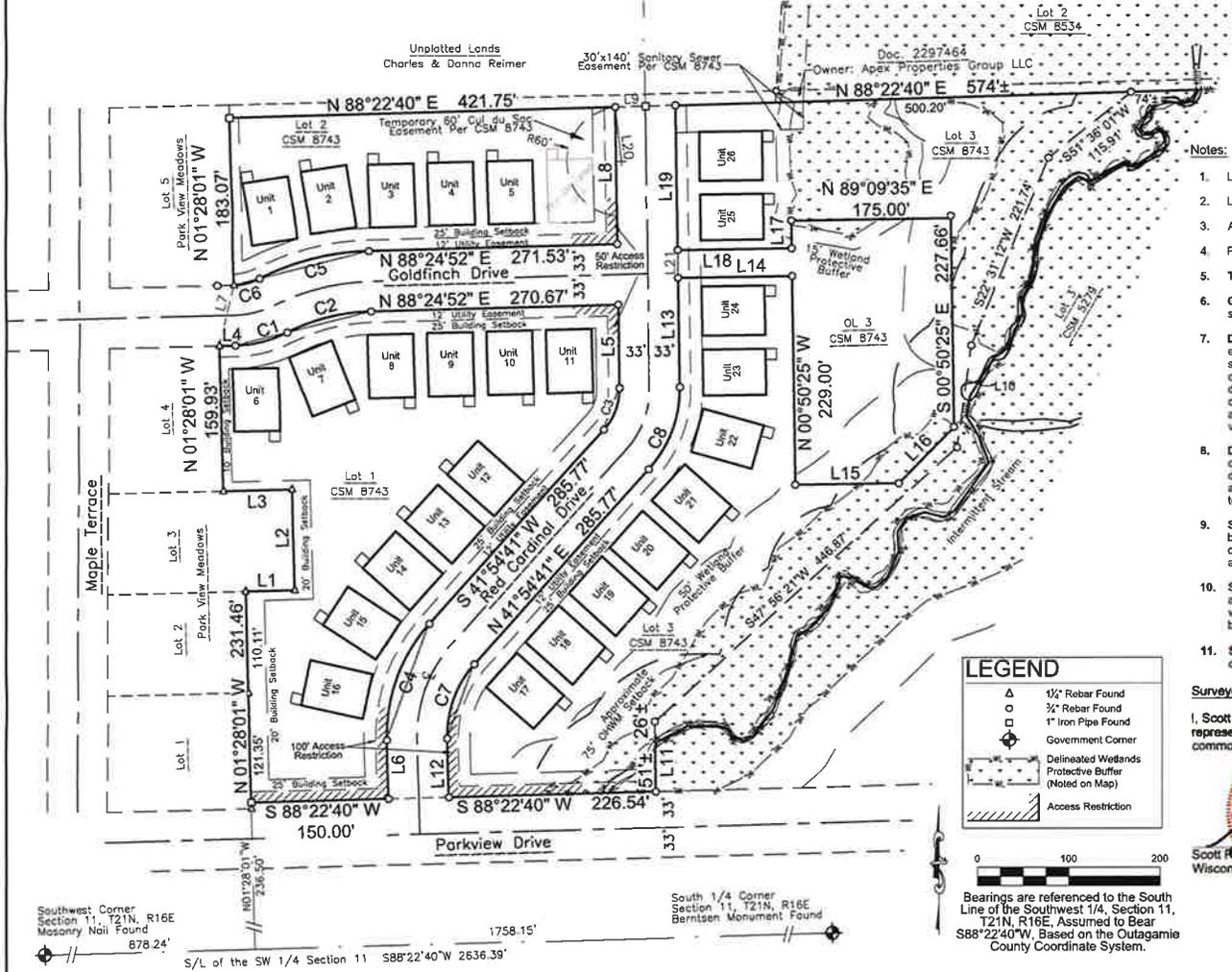
All of Lot 1, Lot 2 and Lot 3, Certified Survey Map 8743, Document No. 2320683, being part of the Southwest 1/4 of Section 11, Township 21 North, Range 16 East, Village of Greenville, Outagamie County, Wisconsin, containing 434,780 SF (9.9812 Acres) more or less of land, including all land between the meander line and the center line of the intermittent stream and is subject to all easements and restrictions of record.

**EXHIBIT B**  
**The Plat**

See Attached

# Finale Condominium, An Expandable Condominium

All of Lot 1, Lot 2 and Lot 3, Certified Survey Map 8743, being part of the Southwest 1/4 of Section 11, Township 21 North, Range 16 East, Village of Greenville, Outagamie County, Wisconsin



- Notes:**
- Limited Common Elements are depicted on this plat as "LCE".
  - Limited Common Elements Include: Patios, Service Walks, Stoops and Driveways
  - All areas within the condominium boundary are Common Elements unless depicted as "Unit" or "LCE".
  - Parkview Drive is Access Restricted Right-of-Way. No vehicular access is allowed.
  - Total land Area for the condominium is: 435,450± SF (9.9966± Acres)
  - Grading Statement:** All grading and final grades for the construction of any public or private improvement shall conform to the surface water drainage plan as approved by Greenville.
  - Drainage Easement Restrictions.** The following uses, structure, and activities are prohibited in any easement or outlet used for drainage: filling, grading, and excavation except for the construction of public streets, utility crossings, and drainage improvements and facilities; construction or placement of any building or structure, including fences; the cultivation of crops, fruits, or vegetables; the planting of trees or shrubs; the dumping or depositing of ashes, waste, compost, temporary fill, or materials of any kind or nature; the storage of vehicles, equipment, materials, or personal property of any kind. These restrictions may be enforced by any unit owner, homeowners association, or Greenville by proceedings in law or equity against any person violating or attempting to violate the restriction.
  - Drainage Maintenance Easement.** Greenville shall have an unqualified right to enter upon any easement or outlet used for drainage for inspection and to maintain and repair all drainageways, drainage facilities, and drainage improvements. Greenville may equally assess all units for maintenance and repair and Greenville administrative costs. The purchase of any unit constitutes a waiver of objection to assessment and agreement to pay assessments which will be placed on the annual tax bill as a special assessment.
  - Stormwater Assessment Statement:** Units within this plat shall be subject to assessments on an annual basis for operation and maintenance of detention pond area and the purchase of any lot constitutes a waiver of objection and agreement to pay said annual assessments which shall be placed upon the annual tax bill as a special assessment.
  - Street Lighting Statement:** Units within this plat on an equal basis shall be subject to assessments on an annual basis for the operation and maintenance of street lights and the purchase of any unit constitutes a waiver of objection and agreement to pay said annual assessment which shall be placed upon the annual tax bill as a special assessment.
  - Sidewalks.** All units in the plat will have sidewalks as specified in the approved engineering plans for this development. Greenville may assess for damage to sidewalks and curb and gutter.

**LEGEND**

- △ 1/2" Rebar Found
- 3/4" Rebar Found
- 1" Iron Pipe Found
- ⊕ Government Corner
- ▭ Delineated Wetlands Protective Buffer (Noted on Map)
- ▨ Access Restriction



Bearings are referenced to the South Line of the Southwest 1/4, Section 11, T21N, R16E, Assumed to Bear S88°22'40"W, Based on the Outagamie County Coordinate System.

**Surveyor's Certificate**

I, Scott R. Andersen, Professional Land Surveyor, do hereby certify that this plat is a correct representation of the condominium described and that the identification and location of each unit, limited common elements, and the common elements can be determined from this plat.



scott@davel.pro  
2024.09.05 19:45:03-05'00"

Date

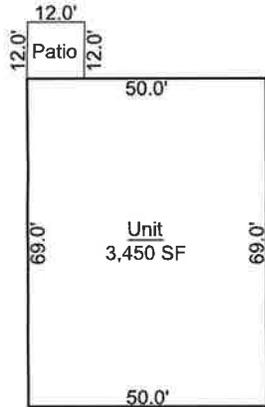
**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
Civil Engineers and Land Surveyors  
1164 Phoenix Terrace, Menasha, WI 54952  
Ph: 920-961-1866 Fax: 920-441-0604  
www.davel.pro

File: 7726CPlat.dwg  
Date: 09/05/2024  
Drawn By: scott  
Sheet: 1 of 2

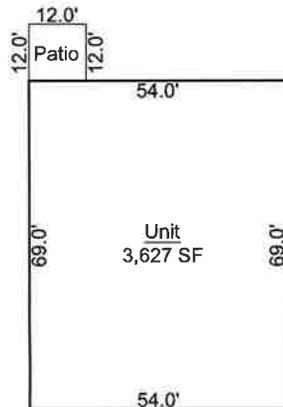
Building Envelopes are temporary Unit definition until such time as the building is constructed. At that time the Unit will be defined by the exterior wall of the building, with the L.C.E. being the driveway, patio and stoop adjacent to the corresponding Unit. Patio is approximate size and location and may vary from what is shown. Any lands within the Building Envelope that not used for building will revert to being a common element.

# Finale Condominium, An Expandable Condominium

All of Lot 1, Lot 2 and Lot 3, Certified Survey Map 8743, being part of the Southwest 1/4 of Section 11, Township 21 North, Range 16 East, Village of Greenville, Outagamie County, Wisconsin



**Building Envelope 1**  
Single Unit Residence  
Units: 1-12, 15-17, 22, 23, & 25



**Building Envelope 2**  
Single Unit Residence  
Units: 13, 14, 18-21, 24, & 26

CURVE TABLE							
Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle	Tangent Bearing-In	Tangent Bearing-out
C1	133.00'	N 75°55'13" E	58.08'	58.56'	25°13'33"	N 88°31'59" E	N 63°18'26" E
C2	217.00'	N 75°51'39" E	94.33'	95.09'	25°06'26"	N 63°18'26" E	N 88°24'52" E
C3	67.00'	S 20°32'08" W	48.84'	49.99'	42°45'06"	S 00°50'25" E	S 41°54'41" W
C4	183.00'	S 20°08'40" W	135.72'	139.04'	43°32'01"	S 41°54'41" W	S 01°37'20" E
C5	283.00'	N 75°51'39" E	123.02'	124.01'	25°06'26"	N 63°18'26" E	N 88°24'52" E
C6	67.00'	N 75°55'13" E	29.26'	29.50'	25°13'33"	N 88°31'59" E	N 63°18'26" E
C7	117.00'	N 20°08'40" E	86.77'	88.90'	43°32'01"	N 01°37'20" W	N 41°54'41" E
C8	133.00'	N 20°32'08" E	96.95'	99.24'	42°45'06"	N 41°54'41" E	N 00°50'25" W

### Village Board Approval Certificate

Resolved, that Finale Condominium, an expandable condominium plat, in the Village of Greenville, Outagamie County, Apex Properties Group, LLC, the property owner, is hereby approved and accepted by the Village Board of the Village of Greenville.

Chairman \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Greenville.

Clerk \_\_\_\_\_ Date \_\_\_\_\_

### Treasurers' Certificate

We, being the duly elected, qualified and acting Treasurers' of the Village of Greenville and Outagamie County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this certified survey map.

Village Treasurer \_\_\_\_\_ Date \_\_\_\_\_

County Treasurer \_\_\_\_\_ Date \_\_\_\_\_

### Legal Description

All of Lot 1, Lot 2 and Lot 3, Certified Survey Map 8743, Document No. 2320683, being part of the Southwest 1/4 of Section 11, Township 21 North, Range 16 East, Village of Greenville, Outagamie County, Wisconsin, containing 434,780 SF (9.9812 Acres) more or less of land, including all land between the meander line and the center line of the intermittent stream and is subject to all easements and restrictions of record.

### Owner's Certificate of Dedication

Apex Properties Group, LLC, a limited liability company duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as the property owner, does hereby certify that we caused the land above described to be surveyed, divided, and mapped all as shown and represented on this map.

We do further certify this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of Greenville

in the presence of: Apex Properties Group, LLC

Managing Member \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

State of Wisconsin )  
 )SS  
 \_\_\_\_\_ County)

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

\_\_\_\_\_, My Commission Expires \_\_\_\_\_

Notary Public, Wisconsin

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

The property owners of record: Recording Information: Parcel Number(s):  
Apex Properties Group, LLC Doc. 2285014 Part of 111040106 & 111040507  
Doc. 2320683 - CSM 8743

### Surveyor's Certificate

I, Scott R. Andersen, Professional Land Surveyor, do hereby certify that this plat is a correct representation of the condominium described herein, that the identification and location of each unit, limited common elements, and the common elements can be determined from this plat.

  
Scott R. Andersen  
Wisconsin Professional Land Surveyor No. S-3169

scott@davel.pro  
2024.09.05 19:44:42-05'00'

Date \_\_\_\_\_  
  
**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
Civil Engineers and Land Surveyors  
1164 Providence Terrace, Menasha, WI 54952  
Ph: 920-951-1856 Fax: 920-481-0854  
www.davel.pro

File: 1728CPlat.dwg  
Date: 09/05/2024  
Drafted By: scott  
Sheet: 2 of 2