

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR END OF
THE ROAD GARAGES CONDOMINIUM

Document Number

Document Title

Part of the NW 1/4 of the SW 1/4 all in Section 13,
Township 29 North, Range 20 West, Village of North
Hudson, St. Croix County, Wisconsin, being described as
follows: Lot 8 of Certified Survey Map recorded in Volume
34, page 7577, as Document No. 1193426

ALSO KNOWN AS:

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111,
112, 113, 114, 115, 116, 117, 118, 119, 120, 201, 301, 302,
303, 304, 305, 306, 307, 308 and 309, End of the Road
Garages Condominium, St. Croix County, Wisconsin

Recording Area

Name and Return Address

Rory O'Sullivan
Attorney at Law
219 N. Main Street
River Falls, WI 54022

161-2022-90-000

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR END OF THE ROAD GARAGES CONDOMINIUM

THIS DECLARATION is made on this _____ day of _____, 2026 by End of the Road Garages, LLC, a Wisconsin limited liability company, by Stephen J. McFarland, its president (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant are the fee simple owners of certain real estate being located in the Village of North Hudson, County of St. Croix, State of Wisconsin described as follows:

Part of the NW 1/4 of the SW 1/4 all in Section 13, Township 29 North, Range 20 West, Village of North Hudson, St. Croix County, Wisconsin, being described as follows: Lot 8 of Certified Survey Map recorded in Volume 34, page 7577, as Document No. 1193426.

B. A copy of the Plat of End of the Road Garages Condominium is attached hereto and incorporated herein as Exhibit A.

C. Declarant desires to subject the Property to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes and to the covenants, restrictions, easements, charges and liens hereinafter set forth.

D. Declarant has caused to be incorporated as a non-profit corporation under the laws of the State of Wisconsin, End of the Road Owner's Association, Inc., for the purpose of exercising the powers and duties hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the property shall be held, built upon, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, charges and liens which are for the purpose of protecting the value and desirability of, and the benefits and burdens of which shall run with, the property and shall be binding in all parties having any right, title or interest in the property or any part thereof, and their heirs, successors and assigns.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to End of the Road Owners' Association, Inc., a Wisconsin non-profit corporation, its successors and assigns, which has been created pursuant to Chapter 181 of the laws of the State of Wisconsin, the members of which are all Owners as defined herein.

Section 2. "Unit Owner" shall mean and refer to the holder of the fee simple title to or to a contract for deed vendee of a Unit which is part of the property, or any combination thereof, whether one or more persons or entities, but excluding contract for deed vendors and others having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described hereunder, and such additions thereto, as may hereafter be brought within the jurisdiction of the

Association in accordance with the provisions hereof and subject the property to the condominium form of ownership pursuant to Chapter 703 of the Wisconsin statutes.

Section 4. “Common Elements” shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Unit Owners and such other persons to whom the Unit Owners may delegate this right pursuant to the Declaration. The Common Elements owned or to be owned by the Association at the time of the conveyance are shown on the Plat attached hereto as Exhibit A and shall include, but is not limited to, the following: hallway, grassy areas, paved area (exclusive of the Limited Common areas), bathrooms, conference room, stairway, and clubhouse (on main level).

Section 5. “Unit” shall mean each of those units shown on the Plat of End of the Road Garages Condominium attached hereto as Exhibit A, including the perpetual right of ingress and egress thereto. The side boundaries of the cubicles shall be the inside face of the studs or concrete forming the walls. The upper boundary of each Unit shall be the inside face of the studs or joists forming the ceiling. (The attic or crawlspace, if any, is not part of the Unit but are part of the Common Elements.) The lower boundary of each Unit shall be the horizontal place of the uncovered or unfinished upper surface of the floor, including concrete surfaces. Units refers to all units shown on the Plat of End of the Road Garages Condominium attached hereto as Exhibit A, including 100 Units, the 200 Unit and the 300 Units.

Section 6. “Declarant” shall mean and refer to End of the Road Garages, LLC, a Wisconsin limited liability company, its successors and assigns if (i) any such heir, successor or assign should acquire more than one undeveloped Unit from the Declarant for the purpose of development and the instrument of conveyance recites that such heir, successor or assign has acquired all of the rights and obligations of the Declarant, or (ii) such rights and obligations pass to such successor or assign by operation of law.

Section 7. “Declaration” shall mean and refer to this Declaration of Covenants, Restrictions, Conditions and Easements, as from time to time amended in accordance with the provisions hereof.

Section 8. “Limited Common Elements” shall mean that portion of the Common Element identified on the Plat which is assigned to one or more but less than all of the Unit Owner(s) for the Unit Owners’ exclusive use. Limited Common Elements include, but are not limited to, the following:

- A. Parking Area. Each parking area shown on the Plat and identified as “LCE” shall be reserved for the exclusive use of the Condominium Unit to which it is adjacent and/or adjoining to and as depicted on the Plat, and shall be maintained as described in Article V.

Section 9. “Registered Agent” shall be Stephen J. McFarland and the address of registered agent is 1121 70th Avenue, Roberts, WI 54023.

Section 10. “Condominium Address” shall be 207 Monroe Street North, Hudson, WI 54016.

Section 11. The “100 Units” shall be those units shown on the Plat of End of the Road Garages Condominium attached hereto as Exhibit A numbered from Unit 101 to Unit 120, inclusive.

Section 12. The “200 Unit” shall be that unit shown on the Plat of End of the Road Garages Condominium attached hereto as Exhibit A numbered Unit 201.

Section 13. The “300 Units” shall be those units shown on the Plat of End of the Road Garages Condominium attached hereto as Exhibit A numbered from Unit 301 to Unit 309, inclusive. Each 300 Unit shall be owned by the owner of one of the adjacent 100 Units and joined with or linked with that 100 Unit and shall be transferred or conveyed simultaneously with the transfer or conveyance of that 100 Unit. For instance, Unit 301 shall be joined with or linked with either Unit 101 or Unit 102 and owned by the owner of either Unit 101 or Unit 102 and transferred with either Unit 101 or Unit 102, whereas Unit 302 shall be similarly joined with or linked with either Unit 103 or Unit 104, and so on.

ARTICLE II **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Unit Owner of a Unit which is subject to assessment by the Association shall be a member of the Association. There shall be thirty (30) membership units, one for each Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Each Unit’s percentage shall be 3.33%

Section 2. The right of any member to vote shall be suspended during any period in which such member shall be in default in the payment of any assessment levied by the Association or a violation as defined in Article VIII, Section 1. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for any infraction of any rules or s published by the Association.

Section 3. **Voting.** At meetings of the Association each 100 Unit shall have one (1) vote. The 200 Unit and the 300 Units shall have no votes at meetings of the Association.

Section 4. **Multiple Owners.** If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

Section 5. **Limitations on Voting Rights.** No 100 Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the 100 Unit Owner’s name and current mailing address, and the name and address of the Mortgagee of the 100 Unit, if any, has been furnished to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any 100 Unit Owner from voting on any matter submitted to a vote of the 100 Unit Owners if the Association has recorded a statement of condominium lien on the 100 Unit and the amount necessary to release the lien has not been paid at the time of voting.

ARTICLE III **PROPERTY RIGHTS IN THE COMMON ELEMENTS**

Section 1. **Easements in Favor of All Unit Owners.** Subject to the provisions hereinafter contained, there shall exist the following easements in favor of each Unit Owner of a Unit and appurtenant to such Unit Owner’s Unit over, across and upon the following:

A. A non-exclusive easement over all Common Elements for ingress and egress to and from such Unit over and across designed pedestrian or vehicular passageways or access areas in the Common Elements and to and from dedicated or public street, highways, or rights of way.

B. A non-exclusive easement for the use of the enjoyment of those portions of the Common Elements developed for open space, recreational or vehicular parking purposes. Provided, however, that Unit Owners, their guests and invitees are prohibited from parking in Common Elements unless the Unit Owner, their guests and invitees are onsite and are able to move the vehicle upon request. Trailers, whether attached or detached from vehicles shall not be parked in Common Elements unless the Unit Owner, their guests or invitees are in the immediate process of loading or unloading the trailer. Overnight parking outside of a Unit and off-site street parking are prohibited.

Section 2. Extent of Member's Easements. The right and easement in favor of the Unit Owners created hereby in the Common Elements, shall be subject to the following as further provided herein:

A. The right of the Association, as provided in its Articles and Bylaws, to borrow monies for the purpose of improving, repairing and maintaining the Common Elements, or any improvements thereon, and in aid thereof to mortgage said properties, provided that the rights of such mortgagee in said properties shall be subordinate to the rights of the members hereunder, and provided, further, that any requisite consent shall have been first obtained.

B. The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure.

C. The right of the Association, as provided in its Bylaws, to suspend the voting and enjoyment rights of any member for any period during which any assessment remains unpaid; provided, however, that nothing contained in this paragraph C shall be deemed to deny a Unit Owner access to and from his or her Unit.

D. The right of the Association, as provided in its Bylaws, and from time to time to adopt reasonable regulations regarding the use and enjoyment of the Common Elements.

E. The right of the Association so long as construction on, and initial sales of, Units shall continue, to create easements for ingress, egress, installation, replacing, repairing and maintaining cable television antenna systems, security and similar systems, and all utilities, including but not limited to, water, sewer, telephone, gas and electricity. The Board of Directors shall, upon written request of the Declarant, grant such easements as may be reasonably necessary for the development of any part of the property.

F. The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility (including, without limitation, utilities furnishings gas, electricity, water, telephone or cable television) or grant permits, licenses and easements over such Common Elements for utilities, road and other purposes reasonably necessary or useful for the proper maintenance or operation of the property, provided that, except as otherwise provided herein, no dedication or transfer of any portion of the Common Elements, nor any easements, license or permit over or with respect to any portion thereof of more than 180 days duration, shall be effective unless an instrument signed by two-thirds (2/3) of the Members has been recorded agreeing to such dedication, transfer, grant permit, license or easements, and unless written notice of the proposed agreement and action thereunder is sent to every member at lease ninety (90) days in

advance of any action taken. The consent requirements of Article IX, if applicable, must be also satisfied with respect to any transaction of the nature therein described.

G. Notwithstanding any provisions contained herein to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Elements or upon any Unit owned by Declarant such facilities and activities which, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such Units, including, without limitations, vehicular ingress and egress, vehicular parking, material storage and the maintenance of business offices, signs, model units and sale offices, and Declarant shall have an easement for access to such facilities; provided, however, that Declarant shall promptly store any damage to the Common Elements by reason any construction incident to the foregoing. This Section may not be amended without the express written consent of Declarant. Nothing herein contained shall be construed as a dedication of any part of the Common Elements to the public or to public use.

Section 3. Delegation of Use. Any Unit Owner may delegate such Unit Owner's property rights in the Common Elements to his or her family and his or her tenants who reside on the property, Subject to all the provisions herein contained.

Section 4. Taxes and Municipal Special Assessments on Common Elements. Real estate taxes and special assessments attributable to the Common Elements shall not be levied directly against the Common Elements, but shall instead to be levied against each Unit or in such other proportionate amounts as the governmental taxing authorities shall determine. All levies of real estate taxes and special assessments so levied shall be a lien against said individual Units. The Unit Owner of each Unit, by acceptance and recording of the deed to such Unit, agrees and acknowledges that such equal or otherwise proportionate share of real estate taxes and special assessments attributable to the Common Elements shall be levied against the Unit Owner's Unit. The Village of North Hudson, St. Croix County, Wisconsin, is a third-party beneficiary of this provision. The provisions of this Section 4 shall be perpetual, and may not be amended or altered in any way, and Common Elements may not be added or removed from the Property or altered in any way, without the express written consent of the Village, which may be withheld by the Village in its sole discretion.

Section 5. Electricity. The Association shall install one master meter and individual unit meters. Individual meters will be read each month and the individual Unit Owners shall then pay directly for the use of their electricity that is used each month for their individual Unit. The Association shall be responsible for that portion of the electricity that is being used for the Common Elements which shall be assessed to the Unit Owners in their condominiums dues. Each Unit will be separately metered by the utility and in the event that a Unit Owner fails to pay for their portion of the electricity on a timely basis their electric services may be disconnected by the utility.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS** **LIMITED COMMON ELEMENTS**

Section 1. Percentage Interest. The undivided percentage interest in the Limited Common Elements appurtenant to each Unit shall be a percentage equal to one divided by twenty.

There shall be twenty (20) membership units in the Limited Common Elements, one for each 100 Unit, excluding the 200 Unit and the 300 Units and each such Unit's percentage shall be 5.00%.

Section 2. Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber or lease any 100 Unit shall be deemed to include the Unit Owner's interest in the Limited Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

ARTICLE V LIMITED COMMON ELEMENTS

Section 1. Repair and Maintenance. Each 100 Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Element which has been identified on the Plat as belonging to such 100 Unit Owner, including Limited Common Elements located adjacent and/adjacent to their respective Unit, including, but not limited to, parking areas. Unless and until such time as the Association determines to the contrary, each 100 Unit Owner(s) shall be responsible for the repair, maintenance and appearance of the Limited Common Elements, the exclusive use and possession whereof is extended hereby, at his or her own expense including, without limitation, responsibility for breakage, damage, malfunction and ordinary wear and tear, except that the Association may maintain the yard and parking areas, including, but not limited to, lawn care and snow removal and include those expenses in the 100 Unit Owner(s) association dues.

A 100 Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of its Limited Common Element in any manner contrary to such rules and regulations as may be established by the Association or the Declarant.

Section 2. Use. Subject to rules and regulations established by the Association, and except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined by the 100 Unit Owner(s) who have the exclusive use of such Limited Common Elements.

Section 3. Improvements. Pursuant to Sec. 703.13(5m), a 100 Unit Owner may make any repairs, maintain and/or improve its Limited Common Element as long as the following conditions are met:

- A. A statement describing the repair, maintenance and/or improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the condominium and identifying the project contractor is submitted to the Board of Directors of the Association.
- B. The repair, maintenance and/or improvement will not interfere with the use and enjoyment of the units of other Unit Owners or the common elements or limited common elements of the condominium.
- C. The repair, maintenance and/or improvement will not impair the structural integrity of the condominium.
- D. Any change to the exterior appearance of the condominium is approved by the Board of Directors of the Association.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit now or hereafter owned by it within the property, hereby covenant, and each subsequent Unit Owner of any Unit, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such deed, or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges with respect to maintenance or improvements of the Common Elements; (b) special assessments for capital improvements to the Common Elements, including, but not limited to all private roadways, and other areas that the Association is obligated to maintain; and (c) the annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Unit and shall not be affected by the sale or transfer of any Unit except to a first mortgagee of such Unit as provided in Section 8 below. Recording of this Declaration shall constitute record notice of such lien and no further recordation of any claim for such lien shall be required. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Unit Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a Unit Owner's successor in title unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the property, to promote the aesthetics, improvement and maintenance of the Common Elements, and other areas that the Association is obligated to maintain, as elsewhere provided herein.

Section 3. Annual Assessments. Annual assessments shall be levied on each Unit based on the square footage of each Unit.

A. Initial Annual Assessment. The Annual Assessment for all Units conveyed to a person or entity by the Declarant shall be determined by the Association at least 30 days prior to the first Unit being sold by the Declarant.

B. Commencing January 1, 2026, the Board of Directors shall have the authority to fix the Annual Assessment provided, however, that any increase in the Annual Assessment over the initial assessment provided for above shall not be greater than 20% of the Annual Assessment for the previous year. Any increase greater than the stated 20% increase shall require approval by a vote of two-thirds of the Members of the Association.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of two-thirds (2/3) of all the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Collection of Assessment. Annual assessment may be collected on a monthly basis, unless agreed to by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments: Due Date. The annual assessment provided for herein shall commence as to all Units on the first day of the month

following the conveyance of a Unit to a Unit Owner. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every Unit Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 7. Effect on Non-Payment of Assessment; Remedies of Association.

A. If any Assessment provided for herein is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on such Unit or Units, which shall be enforceable in the manner hereinafter set forth. Such lien shall run in favor of the Association and shall be superior to all other liens and encumbrances on such Unit except for the following:

- (i) Liens for general real estate taxes and special assessments levied by any governmental authority.
- (ii) The lien of any first mortgage as provided in Section 8 hereof.

B. All other lienors acquiring on any Unit after this Declaration shall have been filed or recorded and whose liens shall also have been filed or recorded, shall be deemed to consent that their liens shall be and remain inferior to future liens provided for herein whether or not such consent has been expressed in the instruments creating their liens.

C. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Unit Owner of the Unit and a description of the Unit and file or record the same, but such notice of lien shall not be failed or recorded until such Assessment has been wholly or partially unpaid for at least thirty (30) days from the date due. Such lien may be enforced and foreclosed whether by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin or by foreclosing the lien in the manner prescribed by Wisconsin Statutes for the foreclosure of a mechanic's lien. All persons or parties holding a record interest in the Unit shall be served with notice of the foreclosure. Each Unit Owner, by acceptance of a deed for any Unit, does further hereby give full and complete power of sale to the Association and if the Association shall prevail in any such foreclosure, the person personally obligated to pay the same shall be required to pay all costs of foreclosure, including, but not limited to, reasonable attorney's fees. All such costs and expenses shall be further secured by the lien being foreclosed. The person personally obligated to pay such lien shall also be required to pay the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Unit Owner thereof. A release

or satisfaction of the notice of lien shall be executed by an officer of the Association and recorded or filed upon payment of all sums secured by such lien.

D. Any encumbrancer holding a lien on any Unit may pay, but shall not be required to pay, any amounts secured by the lien created and authorized by this Section and, upon payment of such sums, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including but not limited to, priority as to any other lien or interest in such Unit.

E. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum. No Unit Owner may waive or otherwise escape personal liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit. Suit to recover a money judgment for such assessments, with costs of collection and interest as provided for herein, shall be maintained by the Association without foreclosing or waiving the lien securing the same.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on any Unit subject to assessment; provided that such subordination shall apply only to the assessments which have become due prior to the sale or transfer of a Unit pursuant to the remedies provided in a first mortgage on such Unit or pursuant to mortgage foreclosure or any deed or proceedings in lieu thereof and the expiration of any applicable period of redemption. Accordingly, the sale or transfer of any Unit pursuant to the remedies provided in a first mortgage on such Unit, or pursuant to mortgage foreclosure or any deed or proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer and the expiration of any applicable redemption period, and any first mortgagee who so obtains title to a Unit or any purchaser at any such foreclosure sale will not be liable for any unpaid assessments which accrue prior to the acquisition of title to such Unit by the mortgagee or purchaser and the expiration of any applicable redemption period. No such sale or transfer, however, shall relieve such Unit from liability for any assessment thereafter becoming due or from the lien thereof. Nor shall any such sale or transfer relieve a Unit Owner from the personal obligation for assessments coming due prior to any such sale or transfer and the expiration of any applicable redemption period and the same may be collected by the Association by civil action or by such other lawful method or methods as the Association shall deem fit, and all such rights and remedies of the Association shall be cumulative and not exclusive of one another. The foregoing provisions of this Section 8 shall not prevent the Association from reallocating any assessments, the lien of which has been extinguished as above provided in this Section 8, to all Units including that sold or transferred as described in this Section 8.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

A. All properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use.

B. All properties exempt from taxation by the laws of the State of Wisconsin upon the terms and to the extent of such legal exemption.

C. All Common Elements.

D. All Limited Common Elements.

ARTICLE VII **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 1. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable as well as such other personnel as the Association shall determine to be necessary or desirable for the property operation of the Property whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, snow removal, sewer service and other common services to each Unit. An agreement entered into by the Association for the management of all or a portion of the affairs of the Association or any other agreement providing for services by Declarant shall be of a duration which does not exceed one year, shall be terminable by the Association or the other party thereto without cause and without payment of a termination fee upon not more than 90 days written notice and shall be terminable by the Association for cause upon not more than 30 days written notice.

Section 2. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 3. Association's Easement. The Association shall have an easement over each Unit, for the maintenance, repair and replacement for the purpose of performing any emergency repairs or other duty of the Association. The Association's use of this easement is subject to reasonable notice to affected Unit Owners and performance of work at reasonable hours. Notice is hereby waived from the Association in the event of emergency repairs being required. If work performed by the Association shall damage real or personal property of Unit Owner, such loss or damage shall be repaired or replaced by the Association as a common expense.

Section 4. Legal Proceedings. If any Unit Owner or his or her family, tenants or guests shall not comply with the provisions of this Declaration, or with rules and regulations adopted by the Association, such person(s) shall be subject to legal action for damages, for injunctive relief, foreclosure of liens, or any combination thereof, without limited or election of remedies, which relief may be sought by the Association or by one or more aggrieved Unit Owners, or both. In any proceeding arising from an alleged failure to comply with this Declaration, or rules and regulations, of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees as may be determined by the Court.

Section 5. Parking. Parking is only allowed in designated spaces only. Parking is prohibited on the lawns or non-paved grounds of the Property and any and all fire lanes.

ARTICLE VIII **USES**

Section 1. Personal Storage Purposes Only. The Units (except for the 200 Unit), Common Elements and Limited Common Elements of the Condominium shall be used for personal or business storage purposes only and shall not be used for dwelling. "Storefront" commercial business where customers actively attend is prohibited.

The 200 Unit shall be used for private or community functions. The 200 Unit may be reserved by members in good standing for such use. A rental agreement, deposit, and proof of insurance may be required of any member using the 200 Unit for such use. Use of the space shall comply with all applicable laws and regulations, including occupancy limits and noise ordinances. The reserving member shall be responsible for the conduct of all attendees, for any damage to the premises, and for restoring the space to its original condition.

The use of the Units, Common Elements and Limited Common Elements shall comply with all ordinances of the Village of North Hudson in which the Condominium is located, and any other restrictions as contained in the Association Bylaws and any rules and regulations adopted by the Association. No use may unreasonable interfere with the use and enjoyment of the Common Elements, Limited Common Elements or other Units by the Unit Owners. There shall be no storage or use of hazardous material, and there shall be no storage of any other material or activity, which would increase the insurance rates on the Condominium.

No noxious, offensive, dangerous or unsafe activity shall be conducted in or on any Unit or the Common Elements and Limited Common Elements, nor shall anything be done, either willfully or negligently, which may be or become an unreasonable annoyance, or nuisance to the other Unit Owners or guests. No Unit Owner or guest shall make or permit any disturbing noises or smells nor do or permit anything to be done by others that will unreasonable interfere with the rights, comforts or convenience of other Owners or guests. Children under the age of 16 must be supervised at all times. Determination of whether an activity violates this covenant shall be at the discretion of the Association.

The Association is granted a private right to monitor the use of each Unit for purposes of this Section. In the event a Unit Owner is violating this Section, the Association may give notice to the Unit Owner of such violation, and, except as to hazardous substances which shall be removed immediately, the Unit Owner shall have 30 days to correct such violation. If the same is not corrected in a timely manner, the Association may assess the Unit Owner as follows:

- A. First Violation: Written warning issued.
- B. Second Violation: Formal written warning and record of violation maintained.
- C. Third Violation: \$100.00 *per* day and temporary suspension of access to the Common Elements for up to 30 days.
- D. Subsequent Violations: Escalating fines starting at \$200.00 *per* day and possible suspension of voting rights, Common Element privileges or initiation of legal proceedings.

Provided, however, the Association reserves the right to bypass the warning process and impose immediate fines or legal action in cases of severe or hazardous violations. The Unit Owners have the right to appeal enforcement actions at the next scheduled Association meeting.

Section 2. Leasing. A unit may be leased or rented. However, a Unit Owner, other than the Declarant, may not rent or lease a Unit except as provided below (Declarant shall not be subject to these restrictions):

- A. The rental agreement or lease ("Lease"), and any amendments, extensions or renewals, shall be in writing and a copy given to the Association President. Prior to the Unit Owner entering into said Lease or amending, extending or renewing same, the proposed tenant or assignee shall enter into a written agreement agreeing to be bound by

the terms and conditions of this Declaration, the Bylaws and all other regulations of the Association and such lessee or assignee agrees to subject themselves to the governing jurisdiction of the Association.

B. The Association may further limit the renting or leasing of Units pursuant to its rule/regulation making authority.

C. The Association shall be granted the right, in full authority and substitution as if it were the Landlord, in order to institute and process eviction proceedings against a Tenant who fails to comply with the provision and restrictions of this Declaration, provided due notice and opportunity to cure is afforded to Tenant.

Any restrictions again leasing contained in this Section shall not apply to leases of the Units by the Declarant or leases of the Units by the Association.

Section 3. Sign Restriction. Declarant may display any and all signs in order to, but not limited to, advertise the project, provide marketing information, market the units "For Sale" or "For Lease", etc. Unit Owners shall have the right to exhibit one or more "For Lease" or "For Sale" signs on Units owned by them on the door of the Unit only. Unit Owners are prohibited from displaying any business and/or marketing signs on the outside of their Unit without written Association approval. Unit Owners are further prohibited from displaying any and all signs on the Common Elements of the Condominium Plat. The Association may remove any such signs. The Association Board of Directors is granted full and broad discretion in adopting rules and regulations as to any such signs.

Section 4. Enforcement. This Article shall be binding upon all Unit Owners and shall be enforcement in the remedies set forth herein, including the private right of the Association to enforce zoning and building code violations. Any and all attorney's fees and other expenses incurred by the Declarant or the Association in the enforcement of this Article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

Section 5. Dumpster. No dumpster is provided to any Unit and no dumpster of any Unit shall be located outside of the Unit; except that Declarant or the Association may provide on the Common Elements a dumpster or dumpsters for all Units.

Section 6. Motor Vehicles. Motor vehicles cannot be stored or repaired unless proper exhaust is provided. If the unit owner wishes to store or repair motor vehicles, owner must provide minimum garage exhaust ventilation in the amount of $\frac{1}{2}$ cfm/sf of floor area, as well as sufficient make-up air to maintain minimum inside temperature if the exhausts are continuous. If intermittent exhausts are to be used as allowed by IMC 404 & SPS 364.0404, then the minimum garage exhaust ventilation at full operation shall be $\frac{3}{4}$ cfm/sf. Also review SPS Table 364.0403 footnote I, in accordance with IMC 403 & 404/SPS Table 364.0403 & 364.0404.

Section 8. Heating of Individual Units. Each Unit Owner shall maintain a minimum temperature in their individual Units of 50 degrees to protect the plumbing in their Unit and all adjacent Units. The Association is granted a private right to monitor the use of each Unit for purposes of this Section. In the event a Unit Owner is violating this Section, the Association may give notice to the Unit Owner of such violation, the Unit Owner shall immediately correct such violation. If the same is not corrected immediately, the Association may assess the Unit Owner a penalty between \$25.00 to \$100.00 per day for a continued violation of this Section, which assessments shall be applied in ultimate good faith by the Association and may become a lien again

said Unit. In addition to said penalty, the Unit shall be responsible for the cost of any repairs that may be necessary to said Unit(s).

Section 9. Mechanical and Electrical. All mechanical and electrical fixtures installed in a Unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Association.

Section 10. Subdivision Prohibited. No Unit may be subdivided or partitioned without the prior written approval of the Association, any government authorities having jurisdiction over the Property, and any secured parties holding first mortgages on any Units affected. The dedication of a portion of the Property for the Common Elements and Limited Common Elements shall not be deemed a subdivision or participation.

Section 11. Traffic Regulations. All vehicular traffic on the Property shall be subject to federal, state and local laws and regulations. All vehicles operated on the Property shall be operated in a careful, prudent, and safe manner, and with due consideration for the rights of all Unit Owners and Occupants.

Section 12. Quiet Enjoyment; Interference Prohibited. All Unit Owners and Occupants and their guests and invitees shall have a right of quiet enjoyment in their respective Units. The Units and the Common Element and Limited Common Element shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, or interfere with the use and quiet enjoyment of the Units, the Common Element and the Limited Common Element by other Unit Owners and Occupants and their guests and invitees, and by the Declarant and Declarant's members, officers, employees, tenants and invitees. Any loud activities are limited to the hours of 8:00 a.m. and 8:00 p.m.

Section 13. Common Elements on First-Come-First Served Basis. The Common Elements shall be available and used on a first-come-first served basis and so as not to cause a nuisance, nor unduly restrict, or interfere with the use and quiet enjoyment of such Common Elements by other Unit Owners, occupants and their guests and invitees, and by Declarant and Declarant's members, officers, employees, tenants and invitees. The use of the Common Clubhouse shall be governed by the Rules and Regulations of the Association.

Section 14. Compliance with Law. No use shall be made of the Units, the Common Elements or the Limited Common Elements which would violate any than existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Units, to the Common Elements or Limited Common Elements, cause a material increase in insurance rates on the Units, the Common Elements or Limited Common Elements, or otherwise cause any unusual liability, health or safety risk, or expense, for Declarant or any Unit Owner or Occupant.

Section 15. Grounds and Landscaping. The removal of refuse or litter left on the Common Elements and Limited Common Elements by a Unit Owner, Occupant or his or her guests and invitees will be the responsibility of such Unit Owner or Occupancy. Unit Owners and Occupants will use their best efforts to prevent the Common Elements or Limited Common Elements from becoming unsightly.

A. No driving on the lawns or non-paved grounds of the Property will be permitted at any time.

B. No one may harm, mutilate, destroy, alter or litter any of the landscaping work or improvements on the Common Elements or Limited Common Elements, including grass, trees and flower beds.

Section 16. Enforcement. This Article shall be binding upon all Unit Owners and shall be enforced as per the remedies set forth herein, including the private right of the Association to enforce zoning and building code violations. Any and all attorney's fees and other expenses incurred by the Declarant or the Association in the enforcement of this Article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except as provided herein to the contrary, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy five percent (75%) of the Unit Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of the Unit Owners. Any amendment shall also require the consent of the holders of fifty-one percent (51%) of the first mortgages of record with respect to Units (based on one vote for each Unit mortgaged). Any amendment must be recorded to be effective.

Section 4. Encroachment. If any portion of a dwelling unit or any Unit shall actually encroach upon any other Unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Owner of the encroaching dwelling unit to the extent of such encroachment so long as the same still exist.

Section 5. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the member or e-mailed to the last known e-mail address as shown on the records of the Association at the time of such mailing or e-mailing. Any notice to the Association shall be deemed to have been properly sent when mailed postage prepaid to the address of the Secretary of the Association at the time of such mailing.

Section 6. Total or Partial Condemnation, Loss or Destruction: Termination of Declaration. In the event of taking of any of the Common Elements by eminent domain or any action or proceeding in lieu of eminent domain (hereinafter "condemnation"), the Association shall represent the Owners in any such condemnation, or in negotiations, settlements and agreements with the condemning authority, and each Owner hereby appoints the Association as his or her

attorney-in-fact, irrevocably, for such purposes. If deemed necessary by the Association, it may obtain the services of a trustee to act on behalf of the Owners in carrying out any functions under this Section. In the event of a condemnation of part or all of the Common Elements, the award of proceeds of settlement shall be payable to the Association, or any trustee, for the use and benefit of the Owners and their mortgagees as their interest may appear. All proceeds payable with respect to any condemnation of Common Elements shall be applied to the restoration or repair of such Common Elements remaining after such condemnation or, subject to the provisions of Article XI hereof, to such other purposes as may be in accordance with the functions and powers of the Association and the welfare of the Owners. Any proceeds of any condemnation with respect to a Unit shall belong and be paid to the Owner thereof and his or her mortgagee, as their interests may appear. In the event of any termination or abandonment of this Declaration, and the dissolution of the Association pursuant thereto, the Common Elements shall be disposed of as provided in the Articles of Incorporation.

Section 7. No Discrimination in Sale, Lease, etc. Neither the Declarant nor any Owner shall discriminate in the sale, lease, rental or in the use of a Unit because of religion, race, color, creed, national origin, sex, marital status, or status with respect to public assistance or disability or, in furtherance of such covenant, in contravention of the provision of applicable Wisconsin Statues and of Title VI of the Civil Right Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order II 063, and regulations thereunder, which relate to civil rights and discrimination.

Section 8. Transfer of 300 Units. Each 300 Unit shall be joined with or linked with one of the two adjacent 100 Units to that 300 Unit at the time of the initial conveyance by Declarant of that 300 Unit. Thereafter, each 300 Unit shall remain joined with or linked with that same 100 Unit and any transfer or conveyance of that 100 Unit shall include a simultaneous transfer or conveyance of that 300 Unit and the same Owner shall own both that 300 Unit and that 100 Unit.

ARTICLE X EASEMENTS

Section 1. Additional Easements. In addition to the easements, covenants, restrictions and conditions described elsewhere in this Declaration, all Units shall be subject to easements and covenants hereinafter specifically described for the benefit of the property or for the limited benefit of specified adjoining Units, all as more fully set forth in this Article.

Section 2. Utility Easements. Each Unit over which a public or private utilities easement has been dedicated, and as may be shown in the recorded plat of the property, shall be subject to a right and easement for underground general utility purposes over that portion of such Unit which is burdened with such dedicated public or private utility easement. Such utility purposes shall include, but not be limited to, sewer, water, gas, electrical, telephone and cable television purposes, including the right to build, construct, reconstruct, rebuild, repair, maintain and operate underground sewer, water, gas, electrical mains and telephone or television cables, and any surface connections to such underground mains, along with the right to enter upon, and open the ground for such purposes providing that all such opening shall be filled and the surface restored to its former condition.

Section 3. Priority. The utility easements described hereinabove in Section 2, are and shall continue to be superior to any other easements; provided, however, in the event that it shall be necessary to install, repair or maintain any utility facilities crossing any Limited Common

Element, such repairs and maintenance shall be undertaken so as to cause, the extent practicable, minimal interference with the use of such areas, and any and all damage to the driveway, driveway apron surfaces, walkway or yard area shall be repaired and the surface facility restored.

Section 4. Easements Perpetual and Appurtenant. The easements described herein shall be perpetual in duration and shall be appurtenant to the Units which are burdened and benefitted by such easements.

Section 5. Easement Rights of Association. Notwithstanding anything herein to the apparent contrary, all the easements created herein which run in favor of the Association may only be used by the Association in connection with the exercise of those rights and obligations of the Association which are more fully described elsewhere in this Declaration.

ARTICLE XI **INSURANCE, RECONSTRUCTION AND IMPROVEMENTS**

Section 1. Liability Insurance; Fidelity Bonds. The Board of Directors of the Association, or its duly authorized agent shall obtain a broad form of public liability insurance covering all of the Common Elements insuring the Association, with such coverages and limits of liability as to the Association shall determine to be necessary, but in no event less than \$1,000,000.00, covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance policy shall, if reasonably available contain a "severability of interest" clause which shall preclude the insurer from denying the claim of an Owner because of the negligence of the Association or other Owner. The Board of Directors shall, to the extent such coverage is available and affordable at what the Board of Directors determines to be reasonable rates, also provide fidelity bonds providing protection to the Association against loss by reason of acts of fraud or dishonesty on the part of the Association's directors, managers, officers, employees or volunteers who are responsible for handling funds of the Association in an amount sufficient to provide no less protection than one and one-half (1 ½) times the estimated annual operating expenses of the Association, including reserves. Any policy or bond obtained hereunder shall provide that it may not be canceled or modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice of First Mortgagees. The expense of the liability insurance and fidelity bonds, if any, maintained by the Association under this Section I shall be borne by all Members through annual general assessments.

Section 2. Casualty Insurance on Insurable Common Elements. Except as such requirements shall be modified by Federal National Mortgage Association ("F.N.M.A."), or Federal Home Loan Mortgage Corporation ("F.H.L.M.C."), the Association shall keep all insurable improvements and fixtures of the Common Elements, if any, insured as follows:

A. Against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage (if applicable), debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage, as well as other risks customarily covered in similar projects for an amount equal to the full replacement value (i.e., 100% of current "replacement costs") excluding land, foundation, excavating and other items normally excluded from coverage, such insurance to cover all common facilities owned by the Association (including all fixtures and building service equipment to the extent they are a part of the Common Elements, as well as common personal property and supplies), together which such endorsements as may be required by F.N.M.A., OR F.H.L.M.C.

B. If any portion of the Common Elements is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (“NFIP”), the Association shall obtain flood insurance on buildings in the Common Elements and any other common property covered by the required form of policy (herein, “Insurable Property”), in an amount deemed appropriate, but not less than the lesser of (i) the maximum coverage available under any portion of the Common Elements; or (ii) 100% of the current “replacement cost” of such buildings and other Insurable Property.

C. Against such other hazards and casualties as the Association may deem desirable. All insurance coverage with respect to the Common Elements shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the annual general assessment made by the Association under Article VI hereof. Any policy herein described may not be canceled or substantially modified within at least thirty (30) days prior written notice to the Association.

Section 3. Casualty Insurance on Units. Each Unit Owner shall provide, maintain and solely pay for his or her own casualty, property and liability insurance on his or her Unit. Such insurance shall not be bought into contribution with any insurance maintained by the Association.

Notwithstanding this, however, in addition to casualty insurance on the Common Elements, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners of Units, adequate blanket casualty insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsements, and against loss or damage by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage and other risks customarily covered in similar projects, in such form as the Board of Directors deems appropriate, or in such form (and with such further coverage) as may be required by F.N.M.A. or F.H.L.M.C., in an amount equal to the full replacement value (i.e., 100% of current “replacement cost”), without deduction for depreciation or co-insurance, of all of the Units, insurance the structural portion and fixtures thereof, owned by such Owners. Insurance premiums for any such blanket insurance coverage shall be included in the annual general assessments of the Association. The insurance coverage shall, if the Association has elected to obtain such blanket casualty insurance, be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for the Owners, and mortgagees of record.

Section 4. Maintenance of Insurance By Owners of Units. In the event the Association shall not maintain the master policy of casualty insurance referred in Section 3 above, each Owner of any Unit, by his or her acceptance of a deed thereof, whether or not it shall be expressed in any such deed or other conveyance, covenants to carry, maintain and timely pay the premium or premiums on the policy of fire and extended coverage insurance, with the coverages included in the standard “all risk” endorsement. Such insurance shall cover at all minimum the full insurable replacement cost of the Unit located on such Unit, shall be in a form satisfactory to the Association and, as applicable, F.N.M.A, F.H.L.M.C., or any governmental or provide purchaser, insurer or guarantor of any mortgage on a Unit, shall provide that such policy may not be canceled or substantially modified by any part without at least thirty (30) days prior written notice to the Association. Each Unit Owner shall furnish the Association satisfactory evidence of the maintenance of such insurance. The Association may, but shall not be required to, make payments

of casualty insurance premiums on behalf of any Owner who so paid by the Association shall be immediately due and payable by such Owner and may be included on the exterior maintenance assessment against such Owner's Unit.

Section 5. Replacement or Repair of Common Elements. In the event of damage to or destruction of any part of the Common Elements, the Association shall repair or replace the same and may make a reconstruction assessment against all Owners to cover the cost of such repair or replacement (or, if the Association has maintained a policy of casualty insurance, as herein described, the additional cost of such repair and replacement not covered by the proceeds of such insurance). Any assessment under this Section 5 shall be in addition to any other assessment made against such Owners. First Mortgagees shall receive notice from the Association in the event of any damage or destruction to Common Elements in excess of \$10,000.00. Any reconstruction assessment adopted hereunder shall be adopted in accordance with the procedures set forth in Article VI of this Declaration with respect to annual assessments and special assessments, as therein provided, and the lien of any reconstruction assessment levied hereunder shall be subordinate to the lien of any First Mortgage, in the same manner and to the same extent as to the subordination of annual assessments and special assessments, as provided in Article VI, Section 8, of this Declaration.

Section 6. Repair or Replacement of Units: Association as Insurance Trustee. In the event that any Unit or Units are destroyed or damaged by causes covered by the insurance referred to in Sections 3 and 4 above, and in the event the Association has elected, pursuant to Section 3 above to maintain policy of blanket casualty insurance therein described, all proceeds of such insurance coverage shall be payable to the Association as insurance trustee for the Owner or Owners of said Unit or Units and the First Mortgagee or First Mortgagees of record of said Unit or Units. Said insurance proceeds shall be applied and administered as follows:

A. In the event of an insured loss to a Unit or Units, all insurance proceeds paid to the trustee and First Mortgagee or Mortgagees of record shall be deposited by said trustee and First Mortgagees in escrow with a title insurance company acceptable to them, as hereinafter provided.

B. In the event of an insured loss of a Unit, the Unit Owner with respect to which the insured loss occurred shall, within thirty (30) days after the insurance proceeds are deposited with a title insurance company in accordance with Paragraph A above, enter into a firm contract with a qualified builder providing for the reconstruction or remodeling of the Unit to substantially the same condition as existed immediately prior to the insured loss; provided, however, that no contract shall be entered into by the Owner for an amount in excess of the insurance proceeds then held by the title insurance company for said Unit, until additional funds are deposited by the Owner sufficient to cover all construction costs as determined by the title insurance company. Said reconstruction or remodeling shall be commenced and completed with due diligence and in no event shall said work be completed later than 180 days after said insurance proceeds are deposited in escrow as aforesaid. The Association and First Mortgagee of record of the Unit affected shall have the right, but not the obligation, to deposit such additional funds in excess of insurance proceeds as may be required to permit construction as herein provided.

C. In the event the Owner fails to enter into a contract as provided in Paragraph B above, for the reconstruction or remodeling of the Unit as provided above; or in the event

that reconstruction or remodeling is not commenced or completed as provided above, then the trustee, or the First Mortgagee or record, with the consent of the trustee, shall have the right, but not the obligation, to enter into those contracts which it deems necessary to complete said reconstruction or remodeling of the Unit, and the trustee or First Mortgagee shall have the right to have said insurance proceeds applied in satisfaction of any obligations incurred pursuant to the said contracts, without liability of any kind to the Owner, including, but limited to, without liability for interest on said insurance proceeds. The Association may employ any bonded party or parties as its agents in exercising those functions given to it in this Section. The Association shall be empowered to pay said agent a reasonable fee for the services rendered by said agent and to collect said charge from the Owner or Owners, as the case may be, and in the same manner as that which is provided in Article VI with respect to exterior maintenance assessments.

D. Disbursement of funds on deposit pursuant to Paragraph A above, for contracts for reconstruction or remodeling entered into Paragraphs B and C above, shall be made by the title insurance company selected as hereinabove provided, subject to the following:

- (i) Receipt by the title insurance company of written consent of any party holding a lien or encumbrance on the Unit.
- (ii) Receipt by the title insurance company of such sworn construction statements, lists of subcontractors, lien waivers and receipts as it shall determine to be appropriate. Disbursements may be by periodic or progress payments, and the title insurance company may make such inspections and withhold such payments as it deems necessary to ensure completion in compliance with plan and specifications. The title insurance company shall be entitled to charge and the trustee shall be empowered to pay reasonable fee for the services rendered by the title insurance company, and the trustee may collect such charge from the Owner or Owners, as the case may be, and in the same manner as that provided for in Article VI with respect to exterior maintenance assessments.
- (iii) In the event a contact is entered into pursuant to Paragraph B above, the written consent of the Owner to such payment or payments.

E. Nothing contained in this Section shall be construed to make the Association or its Board of Directors, or the First Mortgagee or Mortgagees of record, if any, responsible for collection or non-collection of any insurance proceeds; said Association or Board of Directors or First Mortgagees being responsible solely for the insurance proceeds which come into their hands, the Owner of each Unit damaged or destroyed by cause referred to above shall collect or cause to be collected from the insurance carrier involved, the proceeds of the policy covering his or her Unit for the use of the trustee as hereinabove provided.

F. In the event that a remodeling or construction contract is, for any reason, not entered into pursuant to the provisions of Paragraphs B and C above, within 180 days after deposit of insurance proceeds with the title insurance company for a damaged or destroyed Unit, as herein provided, said title insurance company shall disburse said proceeds in the following order of priority:

- (i) To the Association for the sole purpose of restoration of any exterior surface caused to be exposed to the elements and to be restored in accordance herein.
- (ii) To each Mortgagee of the affected Unit as its interest appears to retire the indebtedness secured under its mortgage.
- (iii) The remaining deposit, if any, to the Unit Owner or Unit Owners of the destroyed Unit(s) as their interests may appear.

Section 7. Waiver of Subrogation. To the extent permitted by the standard Wisconsin form of fire and extended coverage insurance with all risk endorsements and to the extent benefits are paid under such a policy, each Unit Owner and the Association do hereby mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction of their respective physical properties if such damage or destruction results from one or more of the perils covered by the standard Wisconsin form of fire and extended coverage.

Section 8. Other Insurance. The Association may maintain such other insurance as the Board deems appropriate.

Section 9. Improvements and Alterations to Unit. Any and all improvements made to the interior of a Unit and not performed by the Declarant, must be approved by the Board of Directors prior to the work being commenced, which would include, but is not limited to, the installation of car lifts, car hoists, affixing items to the interior of the walls, etc. The Unit Owner shall be solely responsible for all costs for engineering and review. The Unit Owner is prohibited from making any changes to the exterior of the Unit, which would also include, but is not limited to, the installation of satellite dishes, radio antennas and television antennas, without prior written approval from the Association.

Section 10. Exterior Damage to Unit(s). In the event that any damage is done to the exterior face of a Unit or Units, Unit Owner(s) will be solely responsible to repair said damage within four (4) weeks of identifying said damage at their sole cost. In the event that damage is identified on the side walls of the Unit(s) and it is unclear who is responsible for such damage, the Association will be responsible for the cost of the repair(s) and shall make the necessary repair(s) within four (4) weeks of receiving notification of such damage. In the event that the damage is on the side walls and the Unit Owner(s) or individual(s) are identified who caused said damage, the Unit Owner(s) or individual(s) shall solely be responsible for the cost of repair(s) and such repair(s) shall be completed within four (4) weeks of receiving notification of such damage.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

End of the Road Garages, LLC

By: _____
Stephen J. McFarland, its President

STATE OF WISCONSIN)
) ss.
COUNTY OF PIERCE)

Personally came before me this _____ day of _____, 2026, the above named
End of the Road Garages, LLC, a Wisconsin limited liability company by Stephen J. McFarland,
its President, to me known to be the person who executed the foregoing instrument and
acknowledged the same.

Notary Public
State of Wisconsin
My commission expires _____

CONSENT OF MORTGAGEE

Citizens Community Federal National Association, the owner and holder of a Mortgage upon the real property described in the foregoing instrument herewith joins and consents therein.

Dated this _____ day of _____, 2026.

Citizens Community Federal National Association

By: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF PIERCE)

Personally came before me this _____ day of _____, 2026, the above named
Citizens Community Federal National Association, by _____ its

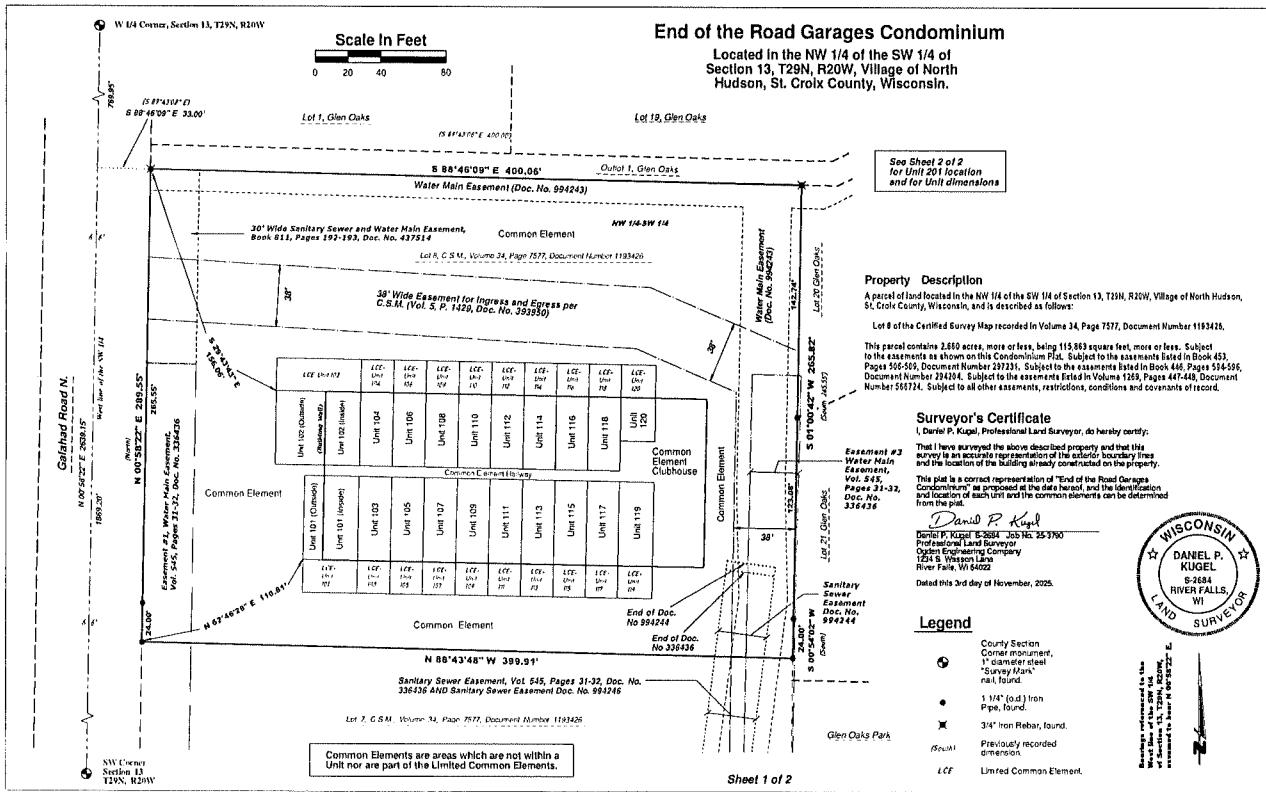
to me known to be the person who executed the foregoing instrument
and acknowledged the same.

Notary Public
State of Wisconsin
My commission expires _____

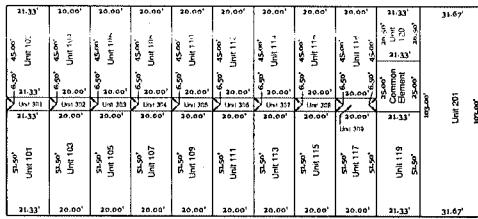
THIS INSTRUMENT WAS DRAFTED BY:

Rory O'Sullivan
Rodli, Beskar, Neuhaus, Murray & Pletcher, S.C.
219 N. Main Street
River Falls, WI 54022.

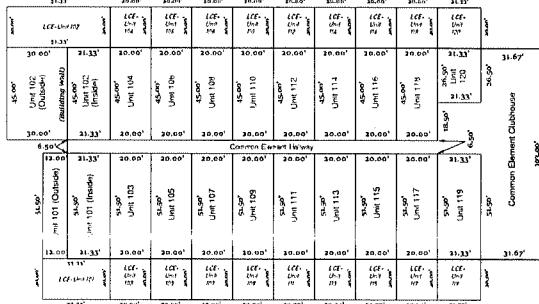
EXHIBIT A



Sheet 1 of 2



Common Element Location and Dimensions (on the Second Floor)



First Floor Dimensions

End of the Road Garages Condominium

Located in the NW 1/4 of the SW 1/4 of Section 13, T29N, R20W, Village of North Hudson, St. Croix County, Wisconsin.

Notes

1. The representations of the First Floor and the Second Floor are oriented in the same direction.

2. Units 104-120 extend from the First Floor to the Second Floor. There is not a ceiling between them.

David P. Kuehl

David P. Kuehl S2887, G2887
Professional Land Surveyor
Ogema Engineering Company
1254 Main Street
River Falls, WI 54022
Dated the 3rd day of November, 2023.



Sheet 2 of 2

Unit Areas	
Unit Number	Area (square feet)
100	4974
101 (Inside)	1099
101 (Outside)	518
102 (Inside)	960
102 (Outside)	1350
103	1030
104	900
105	1030
106	900
107	1030
108	900
109	1030
110	900
111	1030
112	900
113	1030
114	900
115	1030
116	900
117	1030
118	900
119	1099
120	585
201	3262
301	139
302	130
303	130
304	130
305	130
306	130
307	130
308	130
309	130