

**DECLARATION OF CONDOMINIUM**  
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47

E-Z LIVIN' CONDOMINIUM  
DECLARATION OF CONDOMINIUM  
TABLE OF CONTENTS

1. INTENT
  2. DESCRIPTION OF LAND
  3. NAME AND ADDRESS
  4. DESCRIPTION OF UNITS
  5. EXPANDABLE CONDOMINIUM
  6. INTERPRETATION OF PLANS
  7. UNITS
  8. COMMON ELEMENTS
  9. LIMITED COMMON ELEMENTS
  10. PERCENTAGE INTEREST IN COMMON ELEMENTS
  11. RESERVE FUND
  12. RESTRICTION OF USE
  13. EXPANSION OF CONDOMINIUM
  14. PETS, NUISANCES
  15. AGENT FOR SERVICE OF PROCESS
  16. INSURANCE
  17. REPAIR OR RECONSTRUCTION
  18. EASEMENTS
  19. MAINTENANCE AND REPAIR OF UNITS
  20. MAINTENANCE AND REPAIR OF COMMON ELEMENTS
  21. COMMON EXPENSES AND SURPLUSES
  22. ASSOCIATION OF UNIT OWNERS
  23. VOTES OF UNIT OWNERS
  24. DECLARANT CONTROL
  25. AMENDMENT
  26. REVOCATION
  27. CONVEYANCE AND DISPOSITION
  28. SEPARATE TAXATION
  29. UTILITIES
  30. RULES AND REGULATIONS
  31. COMPLIANCE
  32. SEVERABILITY AND INTERPRETATION
  33. CONDEMNATION
- EXHIBIT 'A'
- EXHIBIT 'B'

**DECLARATION OF CONDOMINIUM  
FOR  
E-Z LIVIN' CONDOMINIUM**

The Declaration of Condominium is made under the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by Ronald D. Graves and Shari Ripley, hereinafter referred to collectively as the "Declarants".

1. **INTENT.** It is the intent of the Declarant, pursuant to this Declaration of Condominium, to submit the land and improvements described herein to condominium ownership and use in the manner provided by the Wisconsin Condominium Ownership Act.
2. **DESCRIPTION OF LAND.** The land subject to this Declaration is owned by the Declarant and is more fully described in Exhibit 'A', attached hereto and incorporated herein by reference as though fully set forth. It is located in the Township of Georgetown, County of Polk, State of Wisconsin.
3. **NAME AND ADDRESS.** The name of the condominium is E-Z Livin' Condominium, and has as its initial address the following: 1075 238<sup>th</sup> Avenue, Luck, Wisconsin 54853.
4. **DESCRIPTION OF UNITS.** The condominium shall initially consist of six buildings (101 through 106) and 23 travel trailer pads (201 through 223) for a total of 29 units. A survey plan of the land showing the location and diagrammatic floor plans, showing the approximate dimensions and floor area of each building on the land is attached as Exhibit 'B'. Exhibit 'B' shall hereinafter be referred to as the "Condominium Plat".
5. **EXPANDABLE CONDOMINIUM.** This Declaration contemplates an "expandable" condominium, which may include a maximum of thirty (30) additional travel trailer pad units ("The Expansion Units").
6. **INTERPRETATION OF PLANS.** If there is any minor variance between (a) any existing physical boundaries of any unit, common element or limited common element and (b) this Declaration or Condominium Plat as recorded, the former shall be conclusively presumed to be its boundary. The same presumption shall apply to any authorized repair or reconstruction. However, in the event of a significant variance, the Condominium Plat or Declaration shall control.
7. **UNITS.** Units are that part of the condominium intended for the exclusive use of each units owner, his, her, or their family, and those persons authorized to use or occupy each unit. Units are identified on the Condominium Plat by numerical designation. The boundaries of each unit are as follows:

- (a) For the travel trailer pad units (201 through 223), one or more contiguous or noncontiguous cubicles of air rising vertically from the ground at the outlying boundary of the travel trailer pad, including the perpetual right of ingress and egress thereto.
- (b) The boundaries of the building units (101 through 106) are as follows:
  - (i) The upper boundary shall be the exterior surface of the roof, including a second level that could be added as future expansion if allowed by the Polk County Zoning Office.
  - (ii) The lower boundary shall be the surface of the ground situated beneath the first floor, excavated to a depth sufficient to permit the installation of a basement, together with an outside entrance, if any alterations would be allowed by the Polk County Zoning Office.
    - (1) The side boundary shall be the vertical plains of the exterior wall surfaces of each unit, and shall include all windows and doors, window and door frames and accessories, roof overhangs, gutters, decks and deck railings.
    - (2) The foregoing boundaries extended to the intersection with each other shall constitute a building unit (101 through 106).
- (c) In addition, included within each building unit shall be the following items even though all or part of the item may be outside of the above-mentioned cubicle of interior space:
  - (i) All floor, baseboard, wall and ceiling mounted electrical switches, outlets and fixtures, junction boxes serving them, wiring connecting such junction boxes and switches, outlets and fixtures, but excluding electric supply wire.
  - (ii) All plumbing fixtures and pipes situated within the perimeter of each unit, but expressly excluding the water shutoff valve, which may be installed under each unit.
  - (iii) All heating devices located within each unit and all appurtenant pipes, wires and valves.
  - (iv) Future common sanitary system. E-Z Livin' Condominium may determine that it is in the best interest of the membership to create a common sanitary system to provide sanitary service to the units in the condominium. Said system shall be constructed in accordance with the sanitary codes of Polk County and the State of Wisconsin. The sanitary system would be financed by an assessment established by the E-Z Livin' Condominium Association and be

paid in a manner established by the E-Z Livin' Condominium Association.

- (v) The cable television outlets, if any, to the unit and the junction box serving it (unless owned by the provider of the service).
- (vi) The fireplace and the fireplace flues, if any, serving the unit.

8. **COMMON ELEMENTS.** The "Common Elements", without intending to limit the term, include:

- (a) The land described in Exhibit "A" (including that land upon which each building is located, including walkways, driveways, parking areas not designated as "Limited Common Elements" and fences located thereon).
- (b) All utility components not expressly designated either as part of a "Unit" or "Limited Common Element", including appurtenant plumbing and mechanical systems for well water, water and electric lines and appurtenant components thereto which serve more than one unit, and expressly including the water shut-off valve. (Above may be added if not presently existing).
- (c) All tangible personal property and fixtures used in the operation and management of the Condominium, including the boathouse, fish shack and well house.
- (d) All other parts of the property, necessary or convenient to the existence, maintenance and safety of the Condominium as a whole that are normally of common use or benefit.
- (e) The Common Elements are owned by the Unit Owners, each having an undivided fractional interest therein as provided in paragraph no. 10. Each Unit Owner, his, her or their assigns, successors in interest, agents, employees, lessees, sub-lessees, mortgagees or licensees may use the Common Elements in accordance with the purpose for which they were intended, according to this Declaration, the Bylaws of the Association of Unit Owners (hereinafter referred to as the "Association"), rules and Regulations adopted by the Association, and the Wisconsin Condominium Ownership Act. The maintenance, repair and replacement, as well as any additions or improvements of the Common Elements shall be carried out as provided for in this Declaration, in the Bylaws of the Association and the Wisconsin Condominium Ownership Act.
- (f) There shall be four docks containing a total of 24 slips to provide a location for mooring watercraft. The owners of Units 101-106 shall each be entitled to one slip, the initial assignment of which shall be made by the Declarant. Six slips shall be reserved for use by those persons purchasing Units 201-223, the initial assignment of the slip to be made by the Declarant. Finally, six slips shall also be reserved by the Declarant for use by purchasers of units in the expansion area of the Condominium (Declarant shall be entitled to the use of an expansion area

slip for a period of five (5) years from the recording of this Declaration). All boat slips will assigned based upon a yearly rental of said boat slip. The remaining six slips shall be for use by all unit owners during the daytime only, with the unit owners removing their boats from the six general slips by sundown of each day. After Declarant has relinquished control of the condominium as set forth in paragraph 24 below, the Condominium Association shall determine which unit owners are assigned a boat slip each year, and the cost, if any, associated therewith. However, the assignment of slips to the respective categories of units (i.e., 101-106, 201-223, and the expansion units) may be amended only with the written consent of 100% of all unit owners. Declarant shall be entitled to retain all rental income from said slips for Declarant's own use until Declarant relinquishes control as set forth in paragraph no. 24.

9. **LIMITED COMMON ELEMENTS.** The "Limited Common Elements", without intending to limit the term, include parking areas located adjacent to the units as well as designated areas outside each unit for purposes of placing a deck and/or patio. The Limited Common Elements are reserved for the primary use and possession by the Unit Owner of the unit to or for which each Element is affixed, attached, leading to or associated with, and their assigns, successors in interest, lessees, sub-lessees, invitees, licensees, agents or employees. Each Unit Owner shall be responsible for the repair, maintenance and appearance of such Unit Owner's Limited Common Elements.
10. **PERCENTAGE INTEREST IN COMMON ELEMENTS.** Each unit and its owner or owners shall have a one twenty-ninth (1/29) undivided interest (approximately 3.448%) in the Common Elements of the Condominium. This interest may not be separated from the unit to which it appertains and shall be permanent in nature. This percentage interest may be modified only upon the written consent of the Owners and first mortgagees of all units. Such modifications of percentage interest shall be evidenced by an amendment to this Declaration and recorded with the Register of Deeds for Polk County. Any deed, mortgage, lease or other document purporting to effect a conveyance of a unit which does not expressly include the Unit Owner's interest in the Common Elements shall be deemed to include the interest omitted.
11. **RESERVE FUND.** Pursuant to Wis. Stats. § 703.163(3)(c), the Declarant herein elects not to establish a statutory reserve account at the creation of this condominium and is having filed with the Polk County Register of Deeds a statutory reserve account statement identifying said opting out. It is anticipated that future expenditures for the repair and replacement for the common elements will be funded by the yearly condominium dues or special assessments made by the then members of the E-Z Livin' Condominium Association.
12. **RESTRICTION ON USE.** The units are intended for residential use as presently or hereafter defined and permitted by applicable zoning ordinances and are restricted to that use. Units may be rented to tenants; however, if there rented use is limited to that of the unit, slip, and the common areas. The purpose is to maintain the private nature of the condominium.

Declarant reserves the right to rent any unsold units. Five years from the date of this instrument the Association shall have the right to terminate rental usage of condominium units provided that all units have been sold by Declarant with the exception of the unit occupied by Declarant.

The use and operation of trail bikes, dirt bikes, three or four-wheel vehicles, all terrain vehicles and similar vehicles on the subject property shall be prohibited, except for purposes of ingress and egress. Similar vehicles used for maintenance of the grounds are exempt from said restriction.

13. **EXPANSION OF CONDOMINIUM.**

- (a) Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the condominium, without the consent or approval of any unit owner, at any time and from time to time on or prior to the expiration of five years from the date of recording this Declaration, by subjecting all or any portion of the real estate described as expansion real estate on Exhibit A appended hereto ("The Expansion Real Estate") to this Declaration and by including an additional maximum of 30 units ("Expansion Units"). However, Declarant shall be under no obligation to and makes no representation that it will expand the condominium or include any expansion units, as such rights are reserved herein. The Expansion Units on the Expansion Real Estate and their owners and any common elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.
- (b) Affects of Expansion. Upon such expansion:
- i. The percentage of undivided interest in the common elements pertaining to each unit shall be adjusted as follow:
    1. Each of the units (101-106, 201-223 and the Expansion Units) shall have a percentage of undivided interest in the common elements, except the limited common elements, equal to 1/total number of units.
    2. Each owner of a unit shall be a member of the Association, and one vote shall appertain to each unit.
- (c) Method of Expansion. The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the exhibits appended hereto in the office of the Register of Deeds for Polk County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of Declarant, its successors and assigns, to, in fact, affect such expansion. The Condominium Plat attached hereto as Exhibit B shows only the outline of the Expansion Real Estate. Each time that Declarant desires to subject any portion of the Expansion Real Estate to this Declaration, Declarant shall record an amendment to the Declaration, to the Exhibits hereto, and to the Condominium Plat, which shall show the location

of the buildings, units, other improvements and common elements of that portion of the Expansion Real Estate being so subjected, in the same manner as of the above were to be shown on the original, recorded Condominium Plat.

14. **PETS, NUISANCES.** No animals of any kind shall be raised, bred or kept in any unit or in the Common Elements except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. Any animal waste deposited anywhere in the Common Elements shall be promptly removed and the area cleaned by the owner of the offending pet. The Unit Owners may restrict pets in their respective units altogether when rented to third parties.
15. **AGENT FOR SERVICE OF PROCESS.** The initial Registered Agent for service of legal process, as well as for the condominium generally shall be Ronald D. Graves at 1075 238<sup>th</sup> Avenue, Luck, WI 54853. The Registered Agent shall also serve, as required by law, as the Registered Agent of the unincorporated Association of Unit Owners.

The Association, may, at any time, designate a successor agent, upon resolution of its Board of Directors. Such substitution shall be effective when duly filed with the Wisconsin Secretary of State.

16. **INSURANCE.** Each Unit Owner shall obtain fire, casualty, and extended coverage insurance for his unit, including Limited Common Elements, insuring it against loss or damage by fire and other hazards for not less than the full replacement value of the property, including premises liability coverage. A Unit Owner shall provide a copy of said policy upon request of the Association. The Association shall obtain appropriate liability insurance, insuring Unit Owners, their assigns, successors in interest, agents and employees, against claims arising out of their ownership of, use, presence on or any other association with the Units, Common Elements, or Limited Common Elements of the Condominium. Such coverage shall be written on the property in the name of the Association as Trustee for each of the Unit Owners, both collectively and individually, as their interests appear. The proportions for common assessments set forth in paragraph 21 above shall govern Association insurance charges. The fact that this insurance is required and obtained shall not in any way affect the right of each Unit Owner to insure his, her, its or their own unit for personal benefit.

Insurance proceeds derived from fire and other hazards insurance shall first be disbursed for the repair or restoration of the damaged Common Elements, the Limited Common Elements and Units. Neither Unit Owners nor Mortgagees shall be entitled to receive payment of any portion of such insurance proceeds unless and until the Association has determined not to rebuild, as provided in the following paragraph, or a court of competent jurisdiction has ordered the partition of the

condominium property, or there is a surplus of insurance proceeds after complete restoration or repair of the Common Elements.

17. **REPAIR OR RECONSTRUCTION.** In the event of damage or destruction to all or part of any unit or Common Elements, Limited Common Elements or Special Limited Common Elements of the Condominium, the Association shall promptly undertake its repair or reconstruction to its former condition or one compatible with the remainder of the Condominium. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be an expense of the Unit Owner and not a common expense. Similarly, any surplus in insurance proceeds over construction costs shall belong to the Unit Owner. In addition, if any building is partially or totally destroyed, the building must be repaired or rebuilt. All plans for repair or reconstruction must be submitted to the Board of Directors of the Association prior to the commencement of construction for review and approval. If any plans so submitted are not objected to within 45 days of submission to the Board of Directors, they will be deemed approved, and repair or construction may begin. If no plans for reconstruction are submitted to the Board of Directors within 90 days of the damage, the Board of Directors may prepare its own plans, deliver them to the Unit Owner and commence construction. Such plans shall call for reconstruction of the Unit to its former condition to the extent possible. In the event zoning or other applicable codes prevent the reconstruction of a building on its former site, then the Board of Directors is authorized to dedicate a portion of the Common Elements as a replacement site for reconstruction. Any costs or repair or construction which exceed insurance proceeds which are paid by the Unit Owners Association shall constitute a special assessment against the unit owner.
18. **EASEMENTS.**
- (a) **For Utilities.** The Unit Owners, the Association, and the Declarant shall each have easements for utility purposes over, under, along and on any part of the Limited Common Elements and Common Elements. This easement shall expressly include access to the water shut-off valves and electric power shut-off switch for each unit.
- (b) **For Decoration.** Each Unit Owner shall have an easement over and into the surfaces of the Limited Common Elements and Common Elements abutting his, her, its or their unit for the purpose of maintenance, alteration and decoration provided that this easement shall not be construed so as to allow the owner to impair the structural integrity of any portion of the property or to change the boundaries of the unit, except as permitted elsewhere in this Declaration, or to interfere with the rights of the other Unit Owners in the Limited Common Elements or Common Elements.
- (c) **Easements Run with the Land.** All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No Unit Owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any

casement or hereditament without first obtaining, in every such case, the consent of seventy (70%) of the other Unit Owners.

19. **MAINTENANCE AND REPAIR OF UNITS.** Each Unit Owner shall be responsible for the maintenance, repair and appearance of his, her or their unit. Each unit shall be maintained in good condition, appearance and repair at all times. This responsibility shall extend to and include the Limited Common Elements associated with each unit. In the event any unit or Limited Common Element is not properly maintained, the Association may perform such maintenance and assess the Unit Owner the reasonable cost thereof. Any repair or reconstruction of the exterior of a Unit or Limited Common Element must be completed within one (1) year of commencement.

The exterior of each unit shall be maintained in a color or colors conducive to the condominium as a whole. This should be interpreted to mean that all colors and/or decorations shall be in harmony with the outdoors, natural setting and that no bright exterior colors will be permitted without the consent of the Board of Directors of the E-Z Livin' Condominium Association.

20. **MAINTENANCE AND REPAIR OF COMMON ELEMENTS.** The Association shall be responsible for the maintenance, repair and appearance of all Common Elements. The Association shall have the power to determine precisely how and in what manner this responsibility shall be performed. However, regardless of the manner or means chosen by the Association, it shall have and retain the right of access to each unit for the maintenance, repair or replacement of any Common Element or for the purposes of making emergency repairs necessary to prevent damage to any Common Element, Limited Common Element or other unit. For this purpose, each Unit Owner agrees to provide a current set of keys to each unit, which will be retained by the Association.

21. **COMMON EXPENSES AND SURPLUSES.** The expenses incurred by the Association in performing its responsibilities or otherwise duly incurred shall be called "Common Expenses". The Common Expenses shall be charged to the Unit Owners according to the fractional interest of each in the Common Elements as set forth in paragraph 10 and/or 13 above, except for insurance premiums, which shall be separately determined as provided for in paragraph 16 above. For purposes of this declaration, the Declarant shall not be considered a unit owner for purposes of assessments and common expenses, until a date following three (3) years from the recording of this declaration, or two (2) years following the recording of an amended declaration as it pertains solely to the expansion units.

Once a sale, transfer, or conveyance occurs, the new owner or owners shall then be responsible for common expenses on the basis herein stated. The Association shall levy assessments from time to time for the purpose of maintaining a fund from which Common Expenses are to be charged. Such assessments shall be payable, in regular installments, which assessments shall include an adequate reserve fund for maintenance, repair or replacement of those common elements which must be replaced on a periodic basis.

All Unit Owners shall be liable for all assessments, or installments thereof, coming due while owning a unit. Liability for assessments may not be avoided by waiver of the use and enjoyment of any Common Elements or by abandonment of the unit for which the assessments are made. All assessments, until paid, together with interest thereon at the highest rate then permitted by law and the actual costs of collection, shall constitute a lien on the unit on which it is assessed. The assertion and release of such lien shall be governed by Section 703.16 of the Wisconsin Condominium Ownership Act. However, this lien shall not apply to the interest of a first mortgage lender or a buyer in foreclosure proceedings who acquired his, her, its or their interest pursuant to foreclosure proceedings or at a foreclosure sale. In addition, the interest of any purchase money mortgagee shall be prior to the creation of the purchase money mortgage interest.

Any Common Surpluses of the Association may be distributed among the Unit Owners or credited against any assessments outstanding against a Unit Owner in the same percentage governing the assessment.

22. **ASSOCIATION OF UNIT OWNERS.** All Unit Owners shall be members of the E-Z Livin' Condominium Association, an unincorporated association. The operation of the condominium shall be vested in the association, subject, initially however, to Declarant's control as set forth in paragraph 24 below. The powers and duties of the association shall include those set forth in the Association Bylaws, the Wisconsin Condominium Ownership Act, and this Declaration. No Unit Owner, except an officer of the Association, or member of its Board of Directors shall have any authority to act for the Association. Notwithstanding any express or implied powers given to the Unit Owners Association pursuant to its Bylaws as adopted, the Unit Owners Association shall not be entitled to do any of the following acts, except as provided by statute in cases of condemnation or substantial loss to the units of the condominium project, unless at least three-quarter (3/4) of the first mortgagees (based upon 1 vote for each first mortgage owned), or Unit Owners of the individual condominium units shall have given their prior written approval;
- (a) By act or omission, seek to abandon or terminate the condominium project;
  - (b) Change the pro rata interest or obligations of any individual condominium unit for the purpose of:
    - (i) Levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or,
    - (ii) Determining the pro rata share of ownership of each condominium unit in the Common Elements;
  - (c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements.

(d) Use hazard insurance proceeds for losses to any condominium property, whether to units or to Common Elements, for other than the repair, replacement or reconstruction of such condominium property.

23. **VOTES OF UNIT OWNERS.** There shall be one (1) and only one (1) vote attributable to each unit of the condominium in the affairs of the Association. If more than one person owns a unit, the vote or votes attributable to that unit must be cast unanimously by all of that unit's owners or it shall not be counted. There shall be no fractional vote.

24. **DECLARANT CONTROL.** Except as provided below, the Declarant hereby expressly reserves the right to exercise all powers and responsibilities of the Unit Owners Association as assigned to it by this Declaration, the Association Bylaws and Chapter 703 of the Wisconsin Statutes. The period of Declarant control shall begin on the date the first condominium unit is conveyed by Declarant to any person or entity other than the Declarant. The period of Declarant control shall end upon the earlier of the following two events:

- (a) The expiration of three (3) years following commencement of Declarant control.
- (b) The expiration of thirty (30) days after the conveyance of seventy-five (75%) percent of the Common Element Interest to purchasers, including the expansion units.

Notwithstanding the above, Unit Owners, other than the Declarant, shall be permitted to elect directors of the Unit Owners Association as expressly granted in Section 703.15(d)(2)-(f) of the Wisconsin Statutes.

25. **AMENDMENT.** This Declaration may be amended only with the written consent of Seventy-five (75%) percent of all Unit Owners and their first mortgagees, provided; however, that so long as the Declarant or its successors retain control of the condominium and the Association, no amendment shall be effective without their written consent. Any amendment so adopted shall be certified by the President and Secretary of the Association in a form suitable for recording and shall become effective upon recording with the Polk County Register of Deeds.

26. **REVOCATION.** This Declaration may be revoked and the property removed from the provisions of the Wisconsin Condemnation Ownership Act by a duly recorded instrument to that effect. Section 703.28 of the Wisconsin Condominium Ownership Act shall govern such removal.

27. **CONVEYANCE AND DISPOSITION.** The legal description of each unit for all conveyancing purposes shall consist of a numerical designation as shown on the Condominium Plat, recorded with this Declaration. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided by the Act. Each unit shall consist of the space enclosed and bounded as described in paragraph 7 above.

Each Unit Owner shall have the right to mortgage or encumber his respective unit, together with this respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own unit and his respective ownership interest in the Common Elements as aforesaid.

28. **SEPARATE TAXATION.** Every unit and its percentage interest in the Common Elements shall be deemed to be a separate parcel and subject to separate assessments and taxation for all types of taxes authorized by law including, but not limited to, special ad valorem levies and special assessments. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole then each Unit Owner shall pay his proportionate share thereof in accordance with the relative value of his or her unit, determined by the purchase price compared to the aggregate value of all units, determined by the aggregate purchase prices. In the event that for any one year not all units have been sold, the asking price shall be used in lieu of the purchase price. During the period in which the Declarant's reservations of initial rights are in effect, the Declarant shall be responsible for the taxes attributable to each unit which remains unsold.
29. **UTILITIES.** Each unit owner shall pay for their own telephone, cable television, electrical and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as common expenses.
30. **RULES AND REGULATIONS.** The Association may from time to time promulgate such reasonable Rules and Regulations as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements and to cause each Unit Owner to be free from any unreasonable interference with the use of such owner's unit.
31. **COMPLIANCE.** Each Unit Owner and any person using the property in any manner shall comply strictly with the terms of this Declaration, the Articles of Incorporation of the Unit Owners Association, the Bylaws and the Rules adopted pursuant thereto, as either of the same are amended from time to time, as well as the Wisconsin Condominium Ownership Act. All decisions, contracts, agreements and determinations duly made by the Association in accordance with its Articles and Bylaws shall be binding on all Unit Owners whether they participated in such action or not. Failure to comply shall be grounds for an action to recover damages or to obtain injunctive relief, or both, maintainable by the Association or in a proper case, by an aggrieved Unit Owner. In addition, water may be terminated for any unit whose owner is in violation of the Declaration, Articles of Incorporation or Bylaws.
32. **SEVERABILITY AND INTERPRETATION.** The invalidity of any provision of this Declaration or any part thereof, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Declaration. The intent of this Declaration is to comply with Chapter 703 of the Wisconsin Statutes. It shall be liberally construed in favor of enforceability.



**EXHIBIT A**

**Parcel 1:** A parcel of land in Government Lot One (1), Section Five (5), Township Thirty-five (35) North, Range Sixteen (16) West, Town of Georgetown, Polk County, Wisconsin, described as follows: Beginning at an iron pipe on the South line of said Government Lot One (1), this being 350.00 feet East of the Southwest corner of said Government Lot One (1), this being the iron pipe stake called for on the East line of the exception in the description recorded in Volume 356, page 243 of Deeds in the Register of Deeds Office in said Polk County; thence North along the East line of said exception 257.90 feet to the South line of that property described in said Register of Deeds Office in Volume 419, page 412; thence East along said South line, 447.00 feet; thence North 144.00 feet to the North line of that property described in said Volume 419, page 412; thence East along said North line, 112.00 feet to the Northeast corner of that property described in said Volume 419, page 412; thence continuing East 144.00 feet; thence South 401.9 feet to the South line of said Government Lot One (1); thence West along last said South line 703.00 feet to the point of beginning.

**Parcel 2:** A parcel of land in Government Lot Two (2), Section Five (5), Township Thirty-five (35) North, Range Sixteen (16), Town of Georgetown, Polk County, Wisconsin, beginning at a point on North boundary of Government Lot Two (2), and 1428 links West of the Quarter/Quarter stake between the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ), Section Five (5), Township Thirty-five (35) North, Range Sixteen (16); thence West 966 links to Government meander and lake shore; thence Southerly 227.27 links on lake shore to stake; thence East 151.50 links; thence South 75.75 links; thence East 253.50 links along public road; thence North 65° 30' East 362 links along public road; thence North 51° 30' East 300 links along public road to stake and point of beginning, all in Northwest corner of Government Lot Two (2), Section Five (5), Township Thirty-five (35) North, Range Sixteen (16) West, Town of Georgetown, Polk County, Wisconsin.

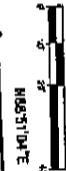
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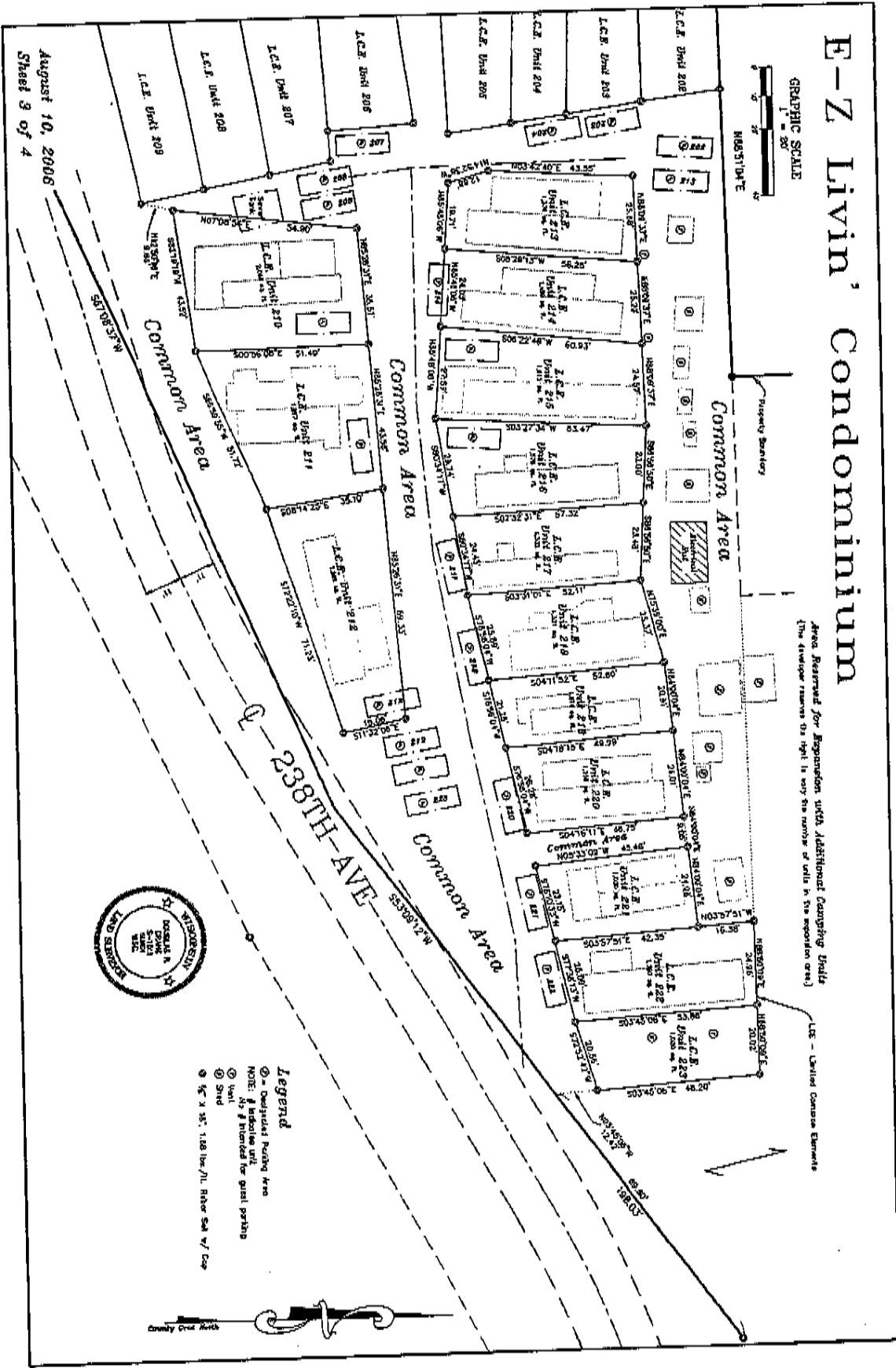


# E-Z Livin' Condominium

GRAPHIC SCALE  
1" = 20'



Area Reserved for Appurtenant with Adjacent Garaging Units  
(This drawing reserves the right to vary the number of units in the reservation area.)



August 10, 2006  
Sheet 3 of 4



**Legend**  
① - Designated Parking Area  
② - Indicates unit  
③ - Vent  
④ - Shed  
⑤ - 6" x 3" x 3" 1/8" dia. All. Riser Set w/ Cap

