

## DECLARATION OF CONDOMINIUM

### OWNERSHIP OF

#### EDGEWATER CABIN ASSOCIATION CONDOMINIUM

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Sections 703.01 through 703.38, Wisconsin Statutes, hereinafter sometimes referred to as the "Act", this 16<sup>th</sup> day of ~~February~~ April, 2008, by Edgewater Cabin Association, hereinafter referred to as "Declarant".

**1. Statement of Declaration.** The purpose of this Declaration is to submit the lands hereinafter described and the improvements heretofore or hereafter to be constructed thereon to the Condominium form of Ownership in the manner provided by the Act and by this Declaration. Declarant hereby declares that the Declarant is the sole owner of the real property described herein and further set forth on Exhibit "A" attached hereto which is made a part thereof with all buildings and improvements thereon (hereinafter referred to as "the property") and known as Edgewater Cabin Association Condominium which is held and shall be held, conveyed, devised, encumbered, used, improved and in any manner otherwise affected subject to this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, their successors and assigns, and all parties hereafter having any interest in the property. Said property is located in part of Block Two (2) Village of Edgewater and Government Lot One (1), Section Twenty-seven (27), Township Thirty-eight (38) North, Range Nine (9) West, Town of Edgewater, Sawyer County, State of Wisconsin, more accurately described in Exhibit "A" attached hereto. Exhibit "A", attached hereto, shall hereinafter be referred to as the "Condominium Plat".

**2. Description and Locations of Units.** There are Seven (7) buildings, designated by number, on the land referred to in Exhibit "A". Each building contains one (1) Condominium Unit (hereinafter "Unit"). The buildings are located on the real estate as indicated in the survey marked Exhibit "A" which is referred to above as the Condominium Plat.

a. Survey. A survey plan of the land showing the location, perimeter,

approximate dimensions and approximate square footage of each Unit is attached to this Declaration as Exhibit "B".

b. Reconstruction of Unit 4. Unit 4 was destroyed by fire and razed. Declarant hereby reserves the right to rebuild Unit 8 in the location shown on the Condominium Plat. The reconstruction of Unit 4 shall comply with all local, state and federal regulations applicable at the time of reconstruction.

c. Interpretation of Plans. If there is any minor variance between (1) any existing physical boundaries of any Unit, or common element and (2) this Declaration or Condominium Plat as recorded, the former shall be conclusively presumed to be its boundary. The same presumption applies to any authorized repair or reconstruction. However, in the event of a significant variance, the Condominium Plat or Declaration shall control.

**3. Identification of Units.** A Unit is that part of a building intended for the exclusive use of each Unit Owner, his, her, or their family, and those persons authorized to use or occupy each Unit. Units are identified on the Condominium Plat by a number designation. The Units are identified as follows:

- Unit 1
- Unit 2
- Unit 3
- Unit 4
- Unit 5
- Unit 6
- Unit 7
- Unit 8

The boundaries of each Unit are as follows:

- a. The upper boundary shall be the exterior surface of the roof.
- b. 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 crawl space foundation, together with an outside entrance.
- c. The side boundaries shall be the vertical planes of the exterior wall

surfaces of each Unit, and shall include all windows and doors, door frames and accessories, and roof overlaps and gutters.

d. The foregoing boundaries extended to the intersection with each other shall constitute a Unit.

e. In addition, included within each Unit shall be the following items even though all or part of the items may be outside of the above described cubicle of interior space:

1. All floor, baseboard, wall and ceiling mounted electrical switches, outlets and fixtures, junction boxes serving them and wiring connecting such junction boxes and switches, outlets and fixtures, but excluding electric supply wire.

2. All plumbing fixtures and pipes situated within the perimeter of each Unit, including all piping connecting the components of the septic system which extend outside of the perimeter of each Unit.

3. All heating devices located within each Unit and all appurtenant pipes, wires, and valves.

4. Decks attached to Units

**4. Common Elements.** The "Common Elements", without intending to limit the terms, include:

- a. The driveways and parking areas, within the boundaries of the condominium, as designated by the notation "common drive" as shown on the Condominium Plat.

- b. All utility components not expressly designated either as part of the "Unit", including appurtenant plumbing and mechanical systems for well water, sewage disposal, electrical and telephone lines and appurtenant components thereof.

- c. Easements are hereby granted and declared for the benefit of the Unit Owners and the Association for the installation, maintenance,

repair or replacement of common utility services in and on any part of the Units, as described below;

d. The waterfront area along the entire southern boundary of the Condominium.

e. Common boat and fish house.

f. Common storage buildings.

g. The common well as set forth on the Condominium Plat and the water supply system which supplies all Units.

h. Common septic disposal system. At present, the Units are serviced as follows:

Unit 1 is serviced by a steel septic tank of unknown age, capacity and condition located just to the north of Unit 1.

Units 2 and 3 are serviced by a steel septic tank of unknown age, capacity and condition located just north of the northeast corner of Unit 2; in addition there is a septic drain pipe located just north of the common well and well house which empties into the septic tank servicing Units 2 and 3, as shown on the Condominium Plat, Exhibit A.

Unit 5 is serviced by a steel septic tank of unknown age, capacity and condition located just west of the southeast corner of Unit 5.

Units 6, 7 and 8 are serviced by a steel septic tank believed to be 2,000 gallon capacity, age and condition unknown, which is located just south of the southeast corner of Unit 6.

In addition to the above, there is a steel septic tank of unknown age, capacity and condition located north of Unit 5 and south of the common storage building lying to the north of Unit 5. There is also a septic drain pipe located to the immediate northeast of said tank which empties into the

tank. It is believed that this septic system served a building on the premises that no longer exists.

In consideration of the age, unknown capacities and unknown conditions of the various septic disposal systems and the likelihood that the same will have to be replaced in the near future with a modern holding tank system which will service all Units, the present systems and appurtenant plumbing are deemed common elements rather than limited common elements, and the new system, when established, shall be a common element.

i. Generally, all areas on the Plat which are not designated as Units or as limited common elements, either in the Plat, Declaration or By-Laws.

j. The Common Elements are owned by the Unit Owners, each having an undivided fractional interest therein as provided herein. Each Unit Owner, his, her or their assigns, successors in interest, agents, employees, mortgagees or licensees may use the Common Elements in accordance with the purpose for which they were intended, according to this Declaration, the By-Laws 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 operation, repair and replacement, as well as any additions or improvements of the Common Elements shall be carried out as provided for in this Declaration, the By-Laws of the Association and the Wisconsin Condominium Ownership Act.

k. All tangible personal property used in the operation, maintenance and management of the Condominium.

l. 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.

m. The common electrical distribution system, which supplies all Units.

n. Easements are hereby granted and declared for the benefit of

the Unit owners and the Association for the installation, maintenance and repair of the common utility services in and on any part of the Units as described above.

**5. Percentage of Interest in Common Elements.** Each Unit shall have one-seventh (1/7) undivided interest 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. Upon the rebuilding of Unit 4 as provided for herein, each Unit shall have a one-eighth (1/8) undivided interest in the common elements of the Condominium. This percentage interest may be modified only upon the written consent of the Owners and first mortgagees of all Units. Such modification of percentage interest shall be evidenced by an amendment to this Declaration and recorded with the Register of Deeds for Sawyer County. Any deed, mortgage, or other document purporting to effect a conveyance of a Unit which does not expressly include the interest shall be deemed to convey the fractional interest in the Common Elements so omitted. All buildings and the Units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the By-Laws of the Association.

**6. Nuisances.** No division fences or bushes are permitted which would obstruct the view of the lake or view of the adjoining Unit or Units. No nuisance shall be permitted to exist or operate within or on any Unit or Common Elements, and the Board of Directors of the Association is expressly empowered to determine whether any nuisance exists (including any pet) and to abate that nuisance.

**7. Service of Process.** The initial Resident Agent for service of legal process, as well as for the Condominium generally, shall be **Michael W. Nelson**. The address of the Registered Agent is 286 North Cordovia Avenue, LeCenter, MN, 56057. The Registered Agent shall also serve as required by law as the Registered Agent of the Unincorporated Association of the Unit Owners. The Association may, at any time designate a Successor Agent, upon Resolution of its Board of Directors of the Association. Such substitution shall be effective when duly filed with the Secretary of State of the State of Wisconsin pursuant to Section 703.28, Wisconsin Statutes.

**8. Edgewater Cabin Association Condominium Association.** The Edgewater Cabin Association Condominium Declaration is being recorded to create an Association of all Unit Owners in this Condominium. The Condominium shall be operated by an unincorporated Association of which each Unit Owner is a member so long as he remains a Unit Owner and successors in title automatically become members. All member Unit Owners are subject to and have all the rights, benefits and obligations of members under the Association Declaration and are subject to assessment by said Association as in said Declaration provided. Each Unit Owner by acceptance of his/her deed agrees that assessment of this Association shall be common expenses as provided in the Condominium Ownership Act and in this Declaration. The Association shall hold the assessment funds so collected and its right to a lien for non-payment as provided in the Condominium Ownership Act, in trust for the benefit of the Association.

**9. Association of Unit Owners.**

(1) **Duties and obligations.** All Unit Owners shall be entitled to and required to be a member of an Association of Unit Owners to be known as Edgewater Cabin Association Condominium Unit Owners Association (hereinafter referred to as the "Association") which shall be responsible for carrying out the purpose of this Declaration including the exclusive management and control of the common areas and facilities and limited common areas. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and regulations of the Association.

**(2) Voting Rights.**

(a) **Class A Members.** Class A members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one vote for each Unit owned. Every Unit Owner upon acquiring his Unit automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association shall automatically cease. One Class A Membership and one vote shall exist for each Unit, excepting those Units owned by the Declarant. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such Owners in the same proportionate interest and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split,

and shared membership interests must be voted pursuant to the nomination contained in the Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each Unit and the person designated to cast the one vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

(b) **Class B Member(s).** Class B Member(s) shall be the Declarant and shall be entitled to two (2) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership or three (3) years from the date hereof whichever occurs first.

**10. Right of Declarant to Dispose of Units.** Declarant shall have the right to dispose of Units by any means, including land contracts or other forms of installment sales, as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of a purchaser under such an installment sale Declarant shall be free to dispose of any such Unit by means whatsoever.

**11. Unit Owner's Rights with Respect to Repairs, Remodeling.** Each Unit Owner shall have the exclusive right to paint, repaint, refurnish, and decorate the interior and exterior walls of his or her Unit. All repairs and remodeling are the responsibility of each Unit Owner. Earth tone materials (no reflective material or "tar paper") shall be used for exterior alteration, provided that such Unit Owner shall take no action which in any way will materially alter the structural integrity of the Unit or materially change any common walls if any exist. All proposed exterior alteration, major repair, remodeling and painting is subject to the approval of the Association.

(a) **Common areas and facilities.** The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good clean, attractive and sanitary condition, order and repair.

(b) **Prohibition Against Structural Changes by Owner.** A Unit Owner shall not, without first obtaining the written consent of the

Association, make or permit to be made any structural alterations, changes, or improvements to his Unit, or any common or limited common areas and facilities. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

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

(d) **Association Personnel.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary and advisable for the proper operation of the Association. The Association may arrange with others to furnish light, heating, water, trash collection, sewer service and such other common services as may be required to each Unit.

**12. Destruction and Reconstruction.** In the event of partial or total destruction to all or part of any Unit of the Condominium the Unit Owner shall promptly undertake its repair or reconstruction to its former condition as soon as practicable and substantially to the same design, plan and specifications as originally built. 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 Unit is partially or totally destroyed, the building must be repaired or rebuilt. All plans for repairs 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 twenty (20) days of submission to the Board of Directors, they will be deemed approved, and repair or construction may begin. In the event of partial or total destruction to all or part of the common or limited common elements of the Condominium, the Association shall build and repair the same as soon as practicable and substantially to the same design,

plan and specifications as originally built. The cost repair or reconstruction of a limited common area which exceeds available insurance proceeds shall be an expense of the Unit Owner to whom the use of the limited common area is dedicated and not a common expense. Notwithstanding anything to the contrary in Paragraph 18 below and in the event zoning or other applicable codes prevent the reconstruction of a Unit on its former site, the Board of Directors is authorized to dedicate a portion of the common area as a replacement site for the reconstruction of the Unit.

**13. Insurance.** The Association shall obtain fire, casualty, and broad form extended coverage insurance for all Units, including the limited common elements associated with that Unit, insuring it against loss or damage by fire and other hazards for not less than the full replacement cost of the property. The insurance premium for each Unit shall be assessed to the Unit owner, and shall become a personal debt of the Unit owner and also a lien as provided in the "Act" until paid, against the Unit to which charged without the necessity of filing such a lien.

In the event that a building or improvement exists which is designated as common area, the Association shall provide and maintain fire and broad form extended coverage insurance on the building and any portion thereof in the amount of the full insurable value (replacement value) of the building. Such insurance shall be obtained in the name of the Association as trustee for all Unit Owners and their respective mortgagees as their interest may appear. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests that the insurance cannot be canceled, invalidated or suspended on account of conduct of any or one or more Unit Owners, or the Association, or their servants, agents and guests, within thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Association to conform to the requirements of full insurable value.

Nothing contained herein shall be deemed to prohibit any Unit owner, at his or her own expense, from providing any insurance coverage on his or her improvements, betterments, or personal property which will not

duplicate the insurance provided by the Association of Unit Owners.

The Association may also provide public liability insurance covering the common areas and facilities and general common areas in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Association to be necessary from time to time. The Association may also provide "additional living expense" insurance for the benefit of the Unit Owners.

**14. Liability for Common Expenses.** The costs of administration of the Association, repairs, maintenance and other expenses for the common areas and facilities and limited common areas, shall be paid for by the Association and assessments shall be made against the Unit Owners, as well as the Units themselves, for such expenses as provided in the By-Laws of said Association. No Unit Owner may exempt himself or his Unit ownership from liability for his or her contribution toward the common expenses by waiver of the use of enjoyment of any of the common, or limited common areas and facilities or by the abandonment of his or her Unit; and no conveyance shall relieve the Unit Owner grantor therein, or his or her Unit for such common expenses along with this or her grantee in any such conveyance until all expenses charged to his or her Unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, as provided in the "Act", until paid, against the Unit to which charged without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to Units.

**15. Common Expenses.** Common expenses are defined as follows:

(a) All sums lawfully assessed against the Unit Owners by the Association.

(b) Expenses declared common expenses by the Declaration, or by the By-Laws.

**16. Excess Funds.** After the payment of all common expenses, the balance of all income, rents, profits and revenues from the common areas shall constitute the funds of the Association, to be held in its general or

statutory reserve accounts.

**17. Partition of Common Elements Prohibited.** There shall be no partition of the common areas and facilities and limited common areas through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit Ownership or Condominium Ownership; provided, however, that any Unit shall be owned by two or more co-owners as tenants in common or joint tenants, nothing contained shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners.

**18. Conveyance to Include Interest in Common and Limited Common Areas and Facilities.** When Unit Owners shall execute any deed, mortgage, or other instrument affecting title to such Unit Ownership without including therein both their interest in the Unit and their corresponding percentage of ownership in the common and limited common areas and facilities, it is the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

**19. Failure of Association to Insist on Strict Performance, No Waiver.** The failure of the Association to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver of a relinquishment for the future, of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

**20. Condemnation.** In case of taking or damaging by exercise of the power of eminent domain or in the event of damage to or destruction of less than all of the Condominium buildings, only Owners of Units in buildings

so affected by condemnation, damage or destruction shall participate in the award or insurance proceeds among the Unit holders in the building so affected according to their percentage share of the common elements increased as aforesaid to a total of 100 percent. Where buildings are permanently eliminated from the Condominium as a result of condemnation or destruction, the interests of the remaining Unit holders in the remaining common elements are increased pro tanto to 100 percent according to their respective percentage of the common elements as so increased. An Amended Declaration shall be filed of record reflecting the changes in the percentage of the common elements. Such Amended Declaration when filed of record shall relate back to a time immediately prior to taking or destruction aforesaid. In any event, the allocation of any award shall be governed by Section 703.19 (3) of the Wisconsin Statutes, except that before a Unit Owner shall be paid any portion of the award, any unpaid first mortgage shall be paid in full.

**21. Amendments to Declaration.** Except as otherwise provided by the "Act" and paragraph 30 hereof, with respect to percentage of interest as provided in this Declaration, this Declaration may be amended with the written consent of at least two-thirds (2/3) of the aggregate of the votes established under Paragraph 10 herein and entitled to be cast by Unit Owners and mortgagees in the Condominium project following the initial sale of all the Units by the Declarant herein. Prior to such time the consent in writing of the Declarant, his successors or assigns shall also be required. Copies of such amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the Amendment shall be recorded with the Register of Deeds for Sawyer County, Wisconsin and a copy of the Amendment shall also be mailed or personally delivered to each Unit Owner at his or her address on file with the Association. This Declaration shall not be revoked except as provided by law.

**22. Declarant Control.** Except as provided below, the Declarant hereby expressly reserves the right to exercise all powers and responsibilities of the Owners Association as assigned to it by this Declaration, the Association By-Laws, and Chapter 703 of the Wisconsin Statutes. The period of Declarant control shall begin on the date 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.

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 (2) (d, e, and f) of the Wisconsin Statutes.

**23. Conveyance and Disposition.** The legal description of each Unit for all conveyancing purposes shall consist of the identifying number of each Unit 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 three (3) above.

Each Unit Owner shall have the right to mortgage or encumber his or her respective Unit, together with his or her 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 or her own Unit and his or her own respective ownership interest in the common elements as aforesaid.

**24. 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 one 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 or her 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 purchase price. In the event that for any one (1) 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.

**25. Rules and Regulations.** The Association from time to time promulgates 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 cause each Unit Owner to be free from any unreasonable interference with the use of such Owner's Unit.

**26. Utilities.** All utilities are common elements as set forth in Paragraph 4 above.

**27. Compliance.** Each Unit Owner and any person using the property in any manner shall comply strictly with the terms of this Declaration, the By-Laws of the Unit Owners Association, 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 By-Laws 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.

**28. Notices.** All notices and other documents required to be given by this Declaration and the By-Laws of the Association shall be sufficient if given to one registered Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent specified for receipt of process herein. All Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and such secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

**29. Easements, Reservations and Encroachments.**

(a) Easements are hereby declared and granted for the benefit of the Unit Owners and the Association for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any

part of the limited common area and facilities and over, under, along and on any part of the common areas and facilities.

(b) In the event that by reason of the constructions, reconstructions, settlement, or shift of any building, or the design or construction of any Unit, any part of the common areas and facilities, or limited common areas, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the common areas and facilities, or limited common areas, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing; provided however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owner or Owners of the common areas or facilities, or limited common areas, if such encroachment occurred due to the willful conduct of said Owner or Owners.

(c) All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this paragraph numbered thirty-two (32).

**30. Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

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

**32.** Pursuant to the provisions of Section 703.365, Wisconsin Statutes, the provisions of Wisconsin Statutes Sections 703.365 (8) shall apply to this

Condominium in that the disclosure materials required for this Condominium under Section 703.33 shall be limited to the disclosure required under Section 703.33 (1)(a) to (e), if applicable, and a copy of the Condominium Plat.

Dated this 16th day of <sup>April</sup>~~February~~, 2008, at Bruce, Wisconsin.

Michael W Nelson

Edgewater Cabin Association, Declarant, By: Michael W. Nelson

Brad O'Keefe

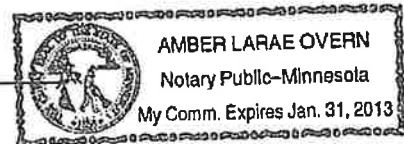
The First National Bank of LeCenter Kilkeny, By Brad O'Keefe

#### ACKNOWLEDGMENT

STATE OF MINNOSOTA )  
COUNTY OF LeSueur ) SS.

Personally came before me this 16th day of <sup>April</sup>~~February~~, 2008, the above named Michael W. Nelson and Brad O'Keefe, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Amber L. Overn



THIS DOCUMENT DRAFTED BY:  
Gordon K. Morris  
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Bruce, WI 54819  
(715) 868-5851