

**CONDOMINIUM DECLARATION**  
**OF**  
**CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS**  
**FOR DIAMOND MEADOWS CONDOMINIUM, A LAND ONLY**  
**CONDOMINIUM**

This Declaration of Condominium and of Easements, Restrictions, Conditions and Covenants for DIAMOND MEADOWS CONDOMINIUM, A LAND ONLY CONDOMINIUM (herein referred to as the "Declaration") is made this 20<sup>th</sup> day of April, 2023, by Rouse Real Estate LLC, a Wisconsin Limited Liability Company (herein referred to collectively as the "Declarant").

**WITNESSETH**

**WHEREAS**, Declarant is the owner in fee simple of certain real estate located in the Village of Howard, County of Brown, State of Wisconsin, legally described in Exhibit A attached hereto and incorporation herein and herein referred to as the "Real Estate Property"; and

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

**WHEREAS**, Declarant intends:

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

**WHEREAS**, Declarant intends that the several owners, mortgagees and occupants of Units (as herein defined) and all other persons herein acquiring any interest in the Real Estate Parcel shall at all times enjoy the benefits of, and shall hold their interest subject

to, the easements, restrictions, conditions and covenants herein set forth, all of which are declared to be in furthermore of a plan to promote, enhance and protect the value, desirability, appearance and aesthetics of the Real Estate Parcel and all improvements thereon.

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

## **ARTICLE I** **DEFINITIONS**

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

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

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

**1.03 Association.** Diamond Meadows Condominium Association, Inc. (the "Association"), a Wisconsin non-stock corporation formed pursuant to this Declaration.

**1.04 Association Rules and Regulations.** Those rules and regulations adopted from time to time by the Board of Directors of the Association.

**1.05 Board of Directors.** "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

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

**1.07 Building Setback Area.** That part of a Unit (as herein defined) which is shown on the Condominium Plat and within which no improvements (as herein defined), excepting only an access driveway, may be constructed, placed, erected or installed.

**1.08 Common Elements.** All of the Condominium except the Units (as herein defined), and specifically, including, any and all common elements as designated on the Condominium Plat.

**1.09 Common Expenses.**

- a. All sums assessed against a Unit and the respective Unit Owner but the Association; and

- b. All expenses declared to be Common Expenses by the Act or by this Declaration.

**1.10 Condominium Property.** The Real Estate Parcel designated on the Condominium Plat and all buildings, structures, improvements, and other permanent fixture of whatsoever kind now or at any time hereafter placed upon the Real Estate Parcel, together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the provision of that Act.

**1.11 Declarant.** Rouse Real Estate LLC, a Wisconsin Limited Liability Company, any successor in title to Declarant's interest in the Condominium Property, and any other assignee or successor of the Declaration who (1) as an assignee of the Declarant, accepts the assignment therein made by the Declarant of those rights and powers of Declarant contained in this Declaration, and (2) assumes and agrees to be bound and perform those obligations of the Declarant contained in this Declaration with respect to all or such of those Units within the Condominium as may be legally described in any such interest of assignment, acceptance and assumption. If, for any reason, Declarant ceases to exist as a legal entity, then the powers, rights, duties and obligations of Declarant, as provided in this Declaration, shall be exercised and discharged by the Association.

**1.12 Declaration.** This instrument by which the Real Estate is being subjected to the provisions of the Act, and all amendments and supplements hereof recorded in the Office of the Register of Deeds for Brown County, Wisconsin.

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

**1.14 Occupant.** A Person (as herein defined) in lawful possession of a Unit other than the Unit Owner of such Unit.

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

**1.16 Person.** A natural person, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof.

**1.17 Plat.** The Condominium Plat attached hereto as Exhibit A and made a part hereof reflecting the Condominium Property, the Units and the Common Elements of the Condominium.

**1.18 Single-Family Residence.** A Building containing only one (1) residence, which is occupied by no more than one family (defined to include only individuals related by birth, marriage or legal adoption).

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

**1.20 Unit.** A part of the Condominium Property as shown on the Condominium Plat hereto being a cubicle of air having vertical sides formed by the planes extending parallel to and upward from the lower boundary, which is an imaginary horizontal plane located parallel to and forty (40) feet below the surface of the Unit extended to the perimetrical boundaries, and whose upper boundary is a horizontal plane located parallel to and forty (40) feet above the surface of such Unit, extended to the perimetrical boundaries. The Unit Owner of each Unit shall have an exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove, and replace surface and sub-surface improvements, including, but not limited to, Buildings, Structures, access driveways, walkways, building foundations, foundation pilings and basements upon and in such Unit, as defined on the Condominium Plat, for the use and enjoyment of such Unit in accordance with this Declaration. Such Architectural Standards and use restrictions contained in Article IX of this Declaration. A Unit shall include the Percentage Interests of such Unit in the Common Elements.

**1.21 Unit Number.** The number or numbers combination designating a specific Unit made up of the Condominium number assigned to the respective Unit, as appearing on the Condominium Plat, being thirty-three (33) Units.

**1.22 Unit Owner.** The record owner of a Unit and the Percentage Interest in the Common Elements associated with said Unit. If there is more than one record owner, the record owners shall be deemed to be collectively referred to as the Unit Owner.

**1.23 Unit Owner Improvements.** Any Building, any Structure, and any other surface or sub-surface improvement, including, but not limited to, any access driveway, walkway, building foundation and basement, located within a Unit.

**1.24 Voting Member.** The one Person with respect to each Unit entitled to vote at any meeting of the Unit Owners.

## **ARTICLE II**

### **LEGAL DESCRIPTION**

**2.01 Legal Description.** The legal description of each Unit shall consist of the Unit number of such Unit as shown of the Plat. Every deed, lease, mortgage, or other instrument shall legally describe a Unit by its Unit number as shown on the Plat, and every such description shall be good and sufficient for all purposes, as provided in the

Act. No Unit boundaries may be relocated except by or with the written consent of the Declarant, and then only as provided in the Act.

Two (2) Units may be joined to create a single Unit. In such event, the Percentage Interests in the Common Elements, voting rights and the responsibility for maintenance for each of the Units which are so combined shall be added together.

All dwelling constructed on a Unit shall be used as a Single-Family Residence only.

Declarant hereby grants each Unit Owner the exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove and replace Unit Owner Improvements in, upon and within such Unit.

The following described real estate is subject to the provision of this Declaration: All of Lot 13, Rouse Pointe, Document No. 3013662, Brown County Records, being located in part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and in part of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all being in Section 1, T24N-R19E, Village of Howard, Brown County, Wisconsin.

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

**3.01 Subjecting the Real Estate Parcel and the Condominium Property to the Act.** The Declarant hereby subjects the Condominium Property described in the Condominium Plat and Real Estate Parcel to the provisions of the Act. The Condominium referenced herein shall be a "land" or "building pad" condominium.

**ARTICLE IV**  
**COMMON ELEMENTS**

**4.01 Ownership of Common Elements and Unit Owner Improvements.** Each Unit Owner shall own an undivided interest in all Common Elements as a tenant-in-common with all other Unit Owners in the Condominium. Each Unit Owner shall have the right, appurtenant to their respective Unit, to use the Common Elements for all purposes necessary for the use and occupancy of such Unit as permitted by this Declaration. The interest of each Unit Owner in the Common Elements appurtenant to each respective Unit shall be equal to the Unit Owner's Percentage Interests.

Percentage Interests may be changed by an amendment of the Declaration upon written approval of the Declarant and all of the Unit Owners. The percentage ownership in the Common Elements and appurtenant to each Unit shall change as a result of the combination of two (2) Units into a single Units as herein provided. The undivided interest in the Common Elements shall not be separated from the Unit to which such undivided interest is appurtenant and shall be deemed to be conveyed, encumbered and leases with such Unit even though such undivided interest is not expressly mentioned or

described in the conveyance or other instrument. All Unit Owner Improvements shall be and remain the exclusive property of each respective Unit Owner and the heirs, successors and assigns of such Unit Owner.

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

## **ARTICLE V**

### **GENERAL PROVISIONS FOR UNITS AND COMMON ELEMENTS**

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

**5.02 Use of the Common Elements.** Each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the Association Rules and Regulations.

**5.03 Maintenance of Common Elements.** The Unit and Unit Owner Improvements shall be the sole responsibility of the respective Unit Owner, except for the Unit's snow removal and lawn care. (See Section 5.09(d)). The management, maintenance, repair, replacement, alteration, and improvement of the Common Elements, including, without limitation, all grounds and lawn care, snow removal and landscaping, shall be the sole responsibility of the Association. Each Unit Owner shall pay as an assessment (as determined pursuant to Article VII below) a share of the Common Expenses for maintenance, repair, replacement, administration, and operation of the Common Elements, and with the snow removal and lawn care of the Units, in the same proportion as the Unit Owner's Percentage Interests. Payment thereof shall be in such amount and at such times as may be established in this Declaration. If a Unit Owner fails to pay such assessment when due, the amount thereof shall constitute a lien on the respective Unit, as herein provided.

**5.04 Easements.**

**(a) Encroachments.** If, by any reason of the settling or shifting of any Unit Owner Improvements, any part of the Common Elements shall encroach upon any part of any Unit, or if any part of any Unit Owner Improvements shall encroach upon any part of the Common Elements or any other Unit, then valid easements for the maintenance and continuation of such encroachment are hereby established and shall exist for the benefit of and be appurtenant to such Unit, Unit Owner Improvements and the Common

Elements, as the case may be, for the period of time any such encroachment or any replacement thereof shall remain.

**(b) Easements for Unit Owners of Units.** Declarant hereby grants to the Unit Owners of Units as exclusive and perpetual right and easement appurtenant to such Unit or Units to construct, use, maintain, remove, and replace surface and sub-surface improvements, including, but not limited to, Buildings, Structures, access driveways, walkways, building foundations and basements, upon and in the respective Units for the use and enjoyment of such Unit or Units, in accordance with this Declaration.

**(c) Declarant's Reservation and Right to Grant Easements for Utilities and Right to Connect to Utilities.** Declarant hereby reserves for itself and for the Association the right to grant to public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services and for performing any public or quasi public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

Declarant further reserves for itself and its successors and/or assigns, the right to connect with any of the above-described utility lines, underground pipes or other conduits together with access to the Condominium Property for such connection.

**(d) Easement for Construction, Access, and Maintenance.** Declarant hereby further reserves for itself and its successors and assigns a right of access over, across and through the property, including over and across the roadway described in the Condominium Plat, for the purpose of transporting construction materials, for making underground or above ground utility connections and any other reasonable use related to the construction of Buildings, Structures, Units, Improvements, and amenities in the Condominium.

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

**5.05 Separate Mortgages of Units.** No Unit Owners shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof, except, however, each Unit Owner shall have the right to mortgage or encumber the Unit owner by such Unit Owner, and the Percentage Interests applicable thereto.

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

**5.07 Utilities.** Each Unit Owner shall be responsible for payment of the cost of telephone, electric, gas, water, sanitary sewer and all other services and utilities used within or furnished to the Unit. All utilities installed by a Unit Owner such as telephone, cable television, electricity, gas, sewer, water and any other utility service lines, wires, laterals or pipes serving a Unit shall be installed underground.

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

**5.09 Maintenance, Repair and Replacement of Unit Owner Improvements on a Unit.** The Unit Owner of a Unit shall furnish or be responsible to the Association for furnishing, at the Unit Owner's sole expense, the following:

(a) All of the maintenance, repairs and replacements of any Buildings or Structures located within his/her own Unit and all of the doors and windows appurtenant thereto, and all internal installations in such Unit such as refrigerators, ranges or other kitchen appliances, lighting fixtures of other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any utility service facilities located within the Unit boundaries specified on the floor plans, provided, however, that such maintenance, repairs and replacements as may be required for the bringing of gas, electricity and sewer service to each of the Units in common shall be furnished by each of the Unit Owners as Common Expenses, which shall be shared equally by each of the Unit Owners.

(b) All of the decorating on the exterior and interior of any Buildings or Structures located within his/her Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings. The interior and exterior surfaces of all windows, screens and louvred windows shall be cleaned or washed at the expense of each respective Unit Owner

(c) The Unit Owner of each Unit shall furnish, at such Unit Owner's expense, all maintenance, cleaning, repair and replacement within such Unit and on and to such Unit and shall keep such Unit in good and sightly condition and repair, excluding: See (e) below.

(d) The Unit Owner of each Unit shall be responsible for all landscaping within the Unit, including the installation of that Unit's lawn, in which said landscaping is subject to Declarant's or Association approval to maintain uniformity of all the Units' landscaping.

(e) The Association shall be responsible for the maintenance of the lawn and snow removal of the Unit's driveway and walkways from the driveway to the front door of said Unit. The Association shall be responsible for all snow removal of snow of more than two (2) inches per occasion. Otherwise, snow removal of less than two (2) inches per occasion shall be the Unit Owners' responsibility.

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

**5.11 Negligence of Unit Owner.** If, due to the willful or negligent act of omission of a Unit Owner, a guest, a member of the family or a household pet of such Unit Owner, or of an occupant of such Unit, any damage shall be caused to the Common Elements or for such damage, including repair and replacement, as may be determined by the Board.

## **ARTICLE VI**

### **DIAMOND MEADOWS CONDOMINIUM ASSOCIATION, INC.**

**6.01 Association of Unit Owners.** Each Unit Owner shall be a member of the Association to be know as "Diamond Meadows Condominium Association, Inc.", which shall be responsible, unless indicated otherwise as set forth in this Declaration, for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Condominium Property. The Association will be incorporated as a non-stock corporation under the laws of the State of Wisconsin. 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 Bylaws and Rules and Regulations of the Association.

**6.02 Voting Rights.** Each Unit Owner shall have one vote for each Unit owned. If a Unit is owned by more than one Person, the owners thereof are entitled collectively to only one vote. Each Unit shall designate by written notice to the Association the name and address of the Person entitled to cast the vote on behalf of the Unit. The Declarant shall have five votes for each Unit until such time as the Unit is sold.

**6.03 Association Personnel.** The Association may obtain or pay for the services of any Person or entity to manage its affairs to the extent it deems advisable and may hire such other persons as it shall determine to be necessary or advisable for the property operation of the condominium. Unless provided by the Village of Howard, the Association may contract for lighting, trash collection, snow removal and such other common services as may be required for each Unit and any Common Elements.

**6.04 Declarant Control of Board.** Notwithstanding anything contained in the Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any Person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any Person other than the Declarant, the Declarant shall have the right to appoint and remove the officers and directors (subject to Section 6.05 below) of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any Person other than Declarant until the earliest of: (a) three (3) years from such date, unless the Act is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Units or Common Element Interest to purchasers; or (c) thirty (30) days after the Declarant's elective to waive its right of control.

**6.05 Board of Directors.** The affairs of the Association shall be governed by a Board of Directors. Initially, there shall be five (5) members of the Board of Directors. Until the time hereinafter set forth, the Declarant shall have the exclusive right to appoint all members of the Board of Directors. Within thirty (30) days after the conveyance of twenty percent (20%) or more of the Percentage Interests to Persons other than Declarant, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect no more than twenty percent (20%) of the directors. The Declarant shall appoint the remaining directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interests to Persons other than the Declarant, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect no more than forty percent (40%) of the directors. The Declarant shall appoint the remaining directors. Notwithstanding anything contained herein to the contrary, Declarant may, at any time elect to turn over to the Association the authority to appoint all or a portion of the

members of the Board of Directors and any or all other rights, powers, and obligations of Declarant set forth in this Declaration.

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

## **ARTICLE VII**

### **ASSESSMENTS: MAINTENANCE FUND**

**7.01 Preparation of Estimated Budget.** Each year, on or before October 1<sup>st</sup>, the Board shall estimate the total amount necessary to pay the costs, of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, any common utilities and the Common Expenses which will be required during the ensuing fiscal year (the "Estimated Cash Requirements") for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before November 1<sup>st</sup>, notify each Unit Owner in writing as to the Unit Owner's percentage share of such Estimated Cash Requirements, with reasonable itemization thereof. The Estimated Cash Requirements shall be assessed to the Unit Owners as a general assessment in accordance with the Unit Owner's Percentage Interests ("General Assessment"). Each Unit Owner shall be obligated to pay the General Assessment made pursuant to this Section on a monthly basis by the first (1<sup>st</sup>) day of each month or in such other manner as determined by the Board. Not less than thirty (30) days prior to the date of the annual meeting of the Unit Owners, the Board shall furnish to all Unit Owners an itemized account of the Common Expenses for the previous fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures, plus reserves.

If within fifteen (15) days after the annual meeting, a petition is presented to the Board protesting such charges or the budget upon which they are based and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the Board shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the one previously established, provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two (2) years and provided further that if a budget and charges have not been established and made for any two (2) preceding years, then the budget and charges may not be revised downward until two (2) years of experience exist.

As determined by the Association, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited toward the reserves of the Condominium or may be credited against the Unit Owner's General Assessments in proportion to their respective Percentage Interests and any net shortage shall be allocated to the Unit Owners in accordance with their respective Percentage Interests and billed to the Unit Owners as part of the next regular installment of General Assessments falling due.

**7.02 Reserve for Contingencies and Replacements.** The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate that may become necessary during the year shall be charged first against such reserve. If the Estimated Cash Requirement proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Board may, at any time, levy a further assessment, special or otherwise, which shall be assessed to the Unit Owners in accordance with their Percentage Interest ("Special Assessments"). The Board shall serve notice of such Special Assessments on all Unit Owners by a statement in writing, giving the amount and reasons thereof, and such further Special Assessment shall become effective with the monthly General Assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of further Special Assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

**7.03 Intentionally Deleted.**

**7.04 Intentionally Deleted.**

**7.05 Budget for First Year.** When the initial Board elected hereunder takes office, it shall determine the Estimated Cash Requirements for the period commencing thirty (30) days after said election and ending on the date which is the end of the fiscal year in which said election occurs. General Assessments shall be levied against the Unit Owners during such period as provided in Section 7.01 of this Article.

**7.06 Failure to Prepare Annual Budget.** The failure or delay of the Board in preparing or serving the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserve as herein provided whenever the same shall be determined, and, in the absence of any annual estimated or adjusted estimate, the Unit Owners shall continue to pay the monthly General Assessment amount at the then-existing monthly rate established for the previous period until the monthly General Assessment amount which is the more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

**7.07 Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing at such reasonable time or times during normal business hours of weekdays as may be required by the Unit Owner. Upon ten (10) days notice to the Board, any Unit Owner shall be furnished a statement of account showing the amount of any unpaid assessments or other charges due and owing from such Unit Owner. Any encumbrancer from time to time may request, in writing, a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by such encumbrances, and, unless the request shall be complied with within thirty (30) days, all unpaid Common Expenses shall be subordinate to the lien of such encumbrance. Any encumbrances holding a lien to a Unit may pay any unpaid Common Expenses payable with respect to such Unit, and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of such encumbrance.

**7.08 Status of Collected Funds.** All funds collected hereunder shall be held and expended, for the purposes designated herein and (except for such Special Assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to held for the benefit, use and account of all the Unit Owners in accordance with their Percentage Interests.

**7.09 Collection of Assessments and Other Charges.** A Unit Owner shall be obligated to pay all assessments which shall become due and payable against the respective Unit for the period commencing on such Unit Owner's Record Owner Date for such Unit and continuing until a successor-in-title becomes the record owner of such Unit. All assessments shall be paid monthly unless and until the Association determines a different periodic payment. If any assessment or installment thereof or any other sum owing to the Association is not paid on or before the date when due, which date is herein referred to as the "Delinquency Date", then all such indebtedness shall be delinquent. Thereafter, on written demand by the Association to the Unit Owner, the entire unpaid balance of all assessments and the entire unpaid balance of any other sum owing to the Association shall also become delinquent and thereupon shall be immediately due and payable in full. Delinquent assessments and any other delinquent sums owing to the Association and charged against a Unit shall be a continuing lien on such Unit as an equitable charge running with the land and shall be binding upon the Unit Owner and the grantees, heirs, administrators, personal representative, executors, legal representatives, successors and assigns of such Unit Owner; provided, however, said lien for delinquent assessments shall be subject and subordinate to the lien of any first mortgage lender recorded against said Unit. The obligation to pay an assessment against a Unit and to pay any other sum owing to the Association and charged against a Unit shall also be a personal obligation to the Unit Owner. In the event more than one Person is the Record Owner of a Unit, then all such persons shall be jointly and severally liable for all assessments against such Unit and for all other sums owing to the Association and charges against such Unit. The lien of any delinquent assessment and any other delinquent sums owing to the Association shall attach to rents due and owing to a Unit Owner from tenants in possession of such a Unit, provided that such lien shall be subordinate to an assignment

of rents held by a first mortgage of such Unit delivered in connection with such mortgage loan secured by such Unit.

If any assessment and any other sum owing to the Association is not paid within thirty (30) days after the Delinquency Date, the assessment and any such other sum shall bear interest from and after the Delinquency Date at the rate of eighteen percent (18%) per annum or the maximum rate of interest per annum permitted by the usury laws of the State of Wisconsin, whichever is less, and the Association may (i) bring an action against the Unit Owner personally obligated to pay such assessment and any other sum owing to the Association; (ii) bring an action to foreclose the lien against such Unit; and (iii) intervene as a third party in any action to foreclose any other lien against the Unit; or any one or more of (i), (ii) or (iii), and there shall be added to the amount of such assessment all the costs of collecting the assessment and any other sum owing to the Association, including, but not limited to, attorneys' fees and title report costs and other costs associated with preparing and filing a complaint and maintaining and concluding such action. In the event a personal judgement or decree of foreclosure is obtained, such judgement or decree shall include interest on the assessment and any other sum owing to the Association, together with reasonable attorneys' fees to be fixed by the court and all costs of the action. The Association shall have the power to bid and acquire a Unit at any sale resulting from the foreclosure of any assessment and any other sum owing to the Association or resulting from the foreclosure of any mortgage or other lien against any Unit. No Unit Owner is exempt from liability for payment of such unit Owner's assessment for Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of such Unit.

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

**7.11 Waiver of Assessments Pending Commencement of Construction.** The Declarant and the Board may defer or waive the levy of assessments against any Unit upon which no construction has commenced. Furthermore, during the period of Declarant control of the Association under Section 6.04 above, if any Unit owned by the Declarant is deemed exempt from assessments for Common Expenses until the Unit is sold; the total amount assessed against Units that are not exempt from assessment may not exceed the amount that equals the nonexempt Units' budgeted percentage share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget for the Association. The Declarant shall be liable for the balance of the actual Common Expenses.

## **ARTICLE VIII**

### **RULES AND REGULATIONS**

**8.01 Restrictions.** The Units and Common Elements shall be occupied and used in accordance with and subject to the Association Rules and Regulations, which may be

amended from time to time as provided in the Bylaws, and shall also be subject to the following restrictions:

**(a) Use.** Except as otherwise set forth in this Declaration, no part of the Condominium Property shall be occupied or used for any purpose other than residential purposes and for the purpose's accessor to such residential purposes.

**(b) Improvements.** A Unit Owner may place on such Unit only those Unit Owner improvements which have been approved by the Architectural Review Committee and as provided in Article IX herein.

**(c) Alternations of Common Elements.** Nothing shall be altered or constructed in or upon, or removed from, the Common Elements except upon the written permission of the Board.

## **ARTICLE IX**

### **ARCHITECTURAL STANDARDS AND USE RESTRICTIONS**

**9.01 Purpose.** In order to preserve the natural setting and beauty of the Condominium Property, to establish and preserve a harmonious aesthetically pleasing design for the Condominium Property, and to protect and promote the value of the Condominium Property, the Single-Family Residences, the Units and all improvements located therein or thereon shall be subject to the restrictions as set forth in this Article IX. Every grantee of any interest in the Condominium Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provision of this Article IX.

#### **9.02 Architectural Control.**

**(a)** The Declarant shall have sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances therefrom, as set forth in this Declaration. Unless stated specifically to the contrary herein, the Declarant shall retain such right and authority until either Declarant voluntarily transfers such right and authority to the Association or Declarant, Declarant no longer holds title to any Unit, at which time the authority shall automatically transfer to the Association.

**(b)** No Building, Structure or improvement of any kind shall be installed, erected, constructed or placed on any Unit or altered or changes with respect to layout, location or exterior design, appearance, elevation, color or material composition) without (1) prior submission of detailed plans and specifications to the Declarant for its review; and (2) acquisition of prior written approval by the Declarant with respect thereto. Plans to be considered appropriated for review by the Declarant must include the following (unless the Declarant advises a Unit Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Building, Structure or addition or change to either) showing dimension, composition and color of exterior material equipment, if any;

and a plot plan showing the location of the improvement with respect to set-backs from the boundary lines of the Unit as set forth on the Plat and other buildings and improvements, finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the Declarant as it may reasonably request. The Declarant may deny or withhold approval of any proposed improvement based upon any one or more of the following factors: (i) in the Declarant's sole judgement, any one or more of the general purposes specified in Section 9.01 will not be satisfied; (ii) material composition and quality; (iii) existing design and appearance and color; (iv) coordination with other existing or contemplated improvements; (v) location with respect to topography and existing surroundings; (vi) set-backs; (vii) finished grade elevations; (viii) access; (ix) drainage or landscaping; and (x) general aesthetics. ANY UNIT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENT TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE UNIT WITHOUT PROPER WRITTEN APPROVAL OF THE DECLARANT OR THE ASSOCIATION SHALL BE REQUIRED TO REMOVE SUCH IMPROVEMENT (OR RESTORE SUCH ALTERATION) IN ITS ENTIRETY AT THE UNIT OWNER'S EXPENSE. ALL UNIT OWNERS ACKNOWLEDGE THE REASONABLENESS OF THIS PROVISION AND AGREE NOT TO CHALLENGE THE SAME, IN ANY FORUM, SUBSEQUENT TO BECOMING A UNIT OWNER. Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a Building, Structure or other improvement may not be changes in any significant respect without the prior written approval of the Declarant.

(c) Construction of all Buildings and Structures will be in conformance with the established grade.

(d) Upon approval by the Declarant of plans for a proposed improvement and upon receipt of the applicable municipal and other government approvals or permits, construction of installation of the improvement may commence and once commenced, shall be substantially completed within twenty-four (24) months following either acquisition of declarant approval or issuance of any required building permit by the relevant municipality, whichever is later. The exterior finish, including installation of all doors and windows shall be substantially completed within eighteen (18) months of issuance of a building person for the Building or Structure. The Declarant may, in its discretion, extend such completion deadline in the event the delay has been caused by factors beyond control of the Unit Owner and his/her contractors. For its own benefit to ensure compliance, the Declarant may, at its discretion, require performance bonds from the contractors responsible for construction of the improvement.

(e) Notwithstanding anything to the contrary contained in the Declaration, the Building or Structure shall be constructed and substantially completed within forty-eight (48) months following the date the Unit is conveyed by the Declarant, time being of the essence. The term "substantial" completion shall mean issuance of any occupancy permit for the Building and Structure by the municipality. The Declarant may extend this time period in its sole discretion.

**(f) A Vacant Unit/unbuilt Unit Rules;**

(i) A Vacant Unit/unbuilt Unit cannot be used for permanent storage of any kind, and may not be used for temporary vehicle or equipment parking for more than 5 days;

(ii) A Vacant Unit/unbuilt Unit may not be used for dumping debris;

(iii) Vacant Unit/unbuilt Unit cannot allow mud or dirt to coat adjacent sidewalks or streets and all mud/dirt buildup must be removed on a timely basis;

(iv) A Vacant Unit/unbuilt Unit otherwise shall not be allowed to be in disrepair or unsightly.

**(g)** In the event the Declarant fails to act upon proposed plans within sixty (60) days following written acknowledgement by the Declarant that it has received such plans and that the Declarant has not issued to the Unit Owner a written notice stating that said plans are not adequate for purposes of its review (including the specific deficiencies of such plans) or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one (1) year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the Declarant is required as to such particular matter. In the event that a notice of deficiency has been issued regarding such plans, the Unit Owner shall promptly rectify such deficiency and the sixty (60) day period described above shall commence on the date that the Declarant receives such revised plans and acknowledges that they are adequate for the purpose of its review of same.

**(h)** An approval or permission of the Declarant under this Section, to be binding or effective, MUST BE IN WRITING signed by an authorized representative of Declarant. No oral statements, representations, or approvals of the Declarant or any of its members or agents shall be binding on the Declarant under any circumstances, regardless of any reliance thereon by a Unit Owner.

**9.03 Construction of Improvements.**

**(a)** Each single-family residence shall have a minimum square footage of 1400 sq. ft for a ranch and 2300 sq. ft. for a two-story, multi-level residence.

**(b)** Each residence shall have a minimum of a two-stall attached garage.

**(c)** No pre-constructed buildings or residences shall be moved onto any lot and temporary structures are not permitted.

**(d)** All residences are required to have full basements.

**(e)** All lots, after construction, shall be graded in such a manner as to provide storm water runoff not to interfere with neighboring lots.

**(f)** The roof pitch of the residence shall be a minimum of 4/12.

#### **9.04 Suitability.**

(a) Declarant makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Unit. Declarant recommends that prospective buyers have their Unit inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.

**9.05. Approval Not a Guarantee.** Approval of plans and specifications by the Declarant shall in no event be construed as representing or guaranteeing to a Unit Owner that any Single-Family Residence or other improvements built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant, nor the Association shall be responsible or liable for any defects in an plans or specifications submitted, revised, or approved pursuant to the terms of this Article IX, any loss or damage to any Person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising form the non-compliance of such plans and specifications.

**9.06 Building Restrictions.** All Single-Family Residences, Buildings and other Structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions.

To assure that Single-Family Residences, Buildings and other Structures will be located so that the maximum view and privacy will be available to each Single-Family Residence, all Single-Family Residences, Buildings and Structures will be located with regard to the topography of each Unit and Common Element areas taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Single-Family Residences, Buildings or Structures within the Condominium Property.

#### **9.07 Single Family Use and General Restrictions.**

(a) Each Unit shall be used solely for residential purposes by a single family. The term "residential purposes" shall include only those activities necessary for or normally associated with limited recreation. Special permission shall be required from the Declarant or the Association for any business activities that may be conducted in or from any Single-Family Residence if confined solely to unobtrusive transactions. The granting or withholding of such permission shall be in the sole discretion of the Declarant or the Association.

(b) Only one Single-Family Residence may be constructed on each Unit and no garage, tent or other improvement (except for the Single-Family Residence) shall be used for temporary or permanent living or sleeping for family or guests.

(c) Each Unit and all front, side and rear yards shall be maintained by the Unit Owner so as to be neat in appearance when viewed from any street or other Unit and, if not properly maintained, the Declarant or Association may perform yard maintenance and

charge the costs thereof to the Unit Owner and levy an assessment against the Unit with respect thereto. Except that the Association shall be responsible for the lawn care of the Units as stated in Section 5.09 (a).

(d) No Unit shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Single-Family Residence or Unit nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

#### **9.08 Restrictions on Use of Recreational Vehicles.**

(a) Recreational vehicles (which shall include snowmobiles, ice shanties, boats or other watercraft, trail bikes, travel trailers, horse trailers, and vans, motor homes and dune buggies, and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Unit outside an enclosed garage, except for temporary storage for loading and unloading purposes for a period of not more than five (5) consecutive days. Such recreational vehicles shall also not be used on or operated on any Unit or otherwise within the Condominium Property or on dedicated streets in accordance with applicable traffic laws.

(b) Declarant and the Association may operate necessary vehicles for maintenance and supervision purposes.

#### **9.09 Location and Set-Back.**

(a) All Structures, Buildings, or Improvements, including eaves, steps, overhangs and attached porches, patios and other appurtenances, shall be located in conformance with applicable zoning and building codes. Each corner Unit shall be determined by the Declarant to have one rear line, one side lot line, one front lot line and a side street based on the proposed orientation of the Single-Family Residence and other improvements.

(b) The orientation and precise location of each Single-Family Residence and garage, as well as all other improvements on the Unit, must be approved in writing by the Declarant prior to any construction; it being intended that the Declarant may, in its discretion, impose greater setback requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Condominium Property or any portions thereof which the Declarant deems advisable. Additionally, the approval of the exact location of the Single-Family Residence by the Declarant may be for the purpose of ensuring a proper and consistent set-back of Structures and Buildings. Location of Building sites will be indicated on each plot plan.

(c) Subject to terms of this Article IX, the Declarant may permit improvements (other than the Single-Family Residence and garage) to be constructed, installed and located within the set-back areas described above; provided such permission is in writing to be effective and it is in the sole discretion of Declarant, and can only be granted after notice to all adjoining and adjacent Unit Owners advising them of the proposed

improvements and affording them an opportunity to be heard with respect to the proposed improvement.

(d) Each Unit Owner acknowledges and agrees that notwithstanding the reviews and approvals made or required under this Declaration, each Unit Owner has the responsibility for selecting and hiring its own architect or other design professional, construction contractor, subcontractors, material supplies, inspection professionals and parties associated with the design and construction of the applicable Single-Family Residence, and the Declarant has not responsibility whatsoever for such parties or for the quality or suitability of any design, materials, workmanship or foundation location, it being understood that the function of the Declarant pursuant to the reviews and approvals require hereunder is solely to attempt to ensure compliance with the covenants and restrictions in the Declaration and the intent thereof, and that no Unit Owner shall be entitled to rely upon any such review or approvals other than as expressly provided under Section 9.02(g).

#### **9.10 Intentionally Deleted.**

**9.11 Service Yards.** Each Unit Owner of a Single-Family Residence shall provide visually-screened areas to serve as service yards in which garbage receptacles, wood piles, gas and electric meters, and vehicles, materials, supplies and equipment which are stored outside by Unit Owners must be placed or stored in order to conceal them from view from road and adjacent properties. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the Declarant in accordance with the terms of this Article IX.

**9.12 Use of Unit and Single-Family Residences.** Not more than one (1) Single-Family Residence shall be located on any Unit.

No Unit or any Building, Structure, Single-Family Residence or other improvement may be leased to any third party, without the prior written approval of the Association, which may not be unreasonably withheld. In the event the Association approves any such lease, all leases shall be required to be in writing, and, prior to the commencement of any such lease, the Unit Owner shall provide the Secretary of the Association with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.

**9.13 Exterior Appearance.** No structural fences shall be permitted within the Condominium Property, except about maintenance areas within the Common Element Areas and those fences erected by the Declarant, unless otherwise approved by the Association. No other fences, ornamental screens, awnings, walls, hedges or other landscaping shall be used on any windows for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning be permitted.

Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or

maintained, nor shall any clothing, rugs or other item be hung on any railing, fence, hedge or wall. When not in use, all garage doors shall be kept closed. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.

#### **9.14 Intentionally Deleted.**

**9.15 Signs.** No signs or advertising posters of any kind shall be maintained or permitted on any Unit or within any windows or on the exterior of any improvements located within the Condominium, without the express written permission of the Declarant. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such considerations as may be from time to time determined by the Declarant and such approval may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section 9.15 shall not apply to the Declarant. In addition, the Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Elements.

#### **9.16 Wires, Antenna, Solar Panels and Fire Protection.**

(a) No television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed on any portion of the Condominium if visible from a Single-Family Residence on another Unit and larger than eighteen (18) inches in diameter, unless contained entirely within the interior of a Building or other Structure. Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio or other similar systems within the Condominium, and should cable television services be unavailable and adequate television reception is not otherwise available, then a Unit Owner may make written application to the Declarant for permission to install a television antenna.

(b) All utility lines and wiring for gas, electric, telephone and cable television service to a Single-Family Residence, garage or other improvement shall be installed underground, unless otherwise permitted by the Declarant in writing prior to installation.

(c) Sustainability and clean/off grid energy use are part of the values and guiding principles of the Condominium; therefore, solar panels are permitted and encouraged. Solar panel installation and location are encouraged to be harmonious with the structures on the property, installation and location are subject to prior written approval of the Declarant or the Association, which approval may be denied in the Declarant's sole discretion.

**9.17 Mailboxes.** Except for the portion of the Common Elements designated for such purposes as identified on the Plat, no mailbox or other delivery receptacle shall be installed unless location size, materials and appearance are approved in writing by the Declarant or approved supplier and be uniform.

**9.18 Pets.** No livestock, reptile or other animal of any kind shall be raised, bred or kept on any Unit except that dogs, cats and other small animals (rabbits, etc.) and normal household pets as may be approved by the Declarant or Association from time to time may be kept so long as not kept, bred or maintained for any commercial purposes or in an unreasonable number of dogs or cats (no more than two (2) dogs and /or cats permitted per Unit) or manner, or which may be contrary to applicable law. The right of any Unit Owner to keep such a pet on any Unit is subject to the condition that the pet is not allowed to unreasonably annoy another Unit Owner and is not allowed to run at large. Each Unit Owner shall be liable to each and all other Unit Owners, their guests, licensees, invitees, lessees and tenants for any unreasonable noise or damage to persons or property caused by any animal brought or kept within or upon any portion of the Condominium Property by such Unit Owner or his guest, licensees, invitees, lessees and tenants, and it shall be the absolute duty and responsibility of such Unit Owner to remove any waste deposited by such animal upon any portion of the Condominium property.

**9.19 Landscaping, Grading and Drainage.**

(a) Landscaping plans, including mature shrubbery, must be submitted for approval in conjunction with building plans and any changes to landscaping shall require Declarants or Association approval to maintain uniformity between all Units.

(b) All landscaping shall be performed in accordance with the plan approved by the Declarant and shall be completed within twenty-four (24) months following the issuance of the building permit for the Single-Family Residence. For its own benefit to be sure of compliance, the Declarant may, at its discretion, require performance bonds from the applicable contractors.

(c) All grading and excavation activities shall be conducted in conformance with the applicable ordinances and regulations of the applicable municipality, as well as the then most current version of the Wisconsin Construction Site Handbook, published by the Wisconsin Department of Commerce. Except as may be expressly approved in writing by the Declarant prior to the commencement of any work, there shall be no grading, excavation, cut or fill or other alterations to the surface of any portion of the Unit (together "Surface Alterations"). All Surface Alterations shall be conducted in conformance with the master grading plan for the Condominium Property, if any, on file with the municipality or Declarant's engineer. No Surface Alterations shall be conducted in a manner which causes erosion or instability of soils within an adjacent Unit or alters the patterns of storm and surface water drainage in a manner which has a material adverse effect on another Unit. The Unit Owners proposing the work shall have the burden of demonstrating conformance with the foregoing. No consent shall be deemed given hereunder except in reference to a detailed grading plan specifically disclosing all aspects of the work for which approval is requested.

(d) No swimming pools shall be installed.

(e) Front yards, including side yards, on common boundary lines for any Unit, shall be maintained as clipped lawns and only wooded Units may be left natural, however, some grass areas are preferred, subject to the approval of the Declarant.

**9.20 Driveway.** Each Unit shall be improved by the Unit Owner with a concrete driveway extending from the street to the garage within six (6) months following issuance of any occupancy permit of the Single-Family Residence. During the construction of the Single-Family Residence, the driveway must be graveled. A plat plan showing the location of the driveway shall be submitted to the Declarant for its prior approval.

**9.21 Construction Materials – Storage.** No building or construction materials shall be stored on any Unit outside of the Single-Family Residence or garage, other than during periods of actual construction or remodeling and then only for as long as may be necessary. Excess excavated materials shall not be stored on any Unit after construction without the prior approval of the Declarant, unless required for back filling, finish grading or landscaping.

**9.22 Nuisances.** No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Condominium Property, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Condominium Property so as to render any portion hereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Condominium Property. Noxious or offensive activities shall not be carried on anywhere on the Condominium Property.

**9.23 Motor Vehicles, Trailers, Boats, Etc.** No Unit Owners or other occupants of any portion of the Condominium shall repair or restore any vehicle of any kind upon or within the Condominium, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

**9.24 Sales and Construction Activities.** Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the development, completion, improvement and sale of Units, including without limitation, the installation and operation of sales offices, signs and model Units, all as may be approved by the Declarant from time to time. The right to maintain and carry on such facilities and activities shall include specifically the right to use Single-Family Residences as model residences, and to use any Single-Family Residence as an office for the sale of Units within the Condominium and for related activities.

**9.25 Multiple Ownership.** No Single-Family Residences or Units may be sold or owned under any time-sharing, time-interval ownership, or similar right-to-use programs.

**9.26 Traffic Regulations.** All vehicular traffic on the private street and roads in the Condominium Property shall be subject to the provision of the laws of the State of Wisconsin and Brown County concerning operation of motor vehicles on public streets and roads. The Board is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits, including modifications of those in force on public streets, within the Condominium Property. Only drivers licensed to operate motor vehicles by the State of Wisconsin or by any other state in the United States may operate any type of motor vehicle within the Condominium Property. All vehicles of any kind or nature which are operated on the streets in the Condominium Property shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Condominium Property.

## **ARTICLE X**

### **SALE OR OTHER ALIENATION**

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

## **ARTICLE XI**

### **SALE OR RESTORATION OF DAMAGED OR DESTROYED COMMON ELEMENTS**

**11.01 Sale or Restoration of Damaged or Destroyed Common Elements.** Notwithstanding any language in this Declaration to the contrary, in the event that all or any part of the Common Elements are damaged or destroyed by fire, casualty or any other act, the Association shall be required to rebuild, repair, restore or sell such property upon the vote of seventy-five percent (75 %) of the Unit Owners voting in favor of the same at any meeting called for such purpose.

## **ARTICLE XII**

### **REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS, AND REGULATIONS**

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

(a) To enter upon any part of the Condominium Property or Unit upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Declarant or the Board or its agents, shall not thereby be deemed guilty in a manner of trespass; and

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

The foregoing provisions shall also apply to the breach of any restriction of record and shall empower the holder of the enforceable interest under said restriction to act in the manner hereinbefore provided.

#### **12.02 Enforcement.**

(a) Upon the violation of any one or all of any provision of this Declaration, the Declarant or the Association, as the case may be, shall have the sole and exclusive right to proceed at law or in equity against the Person or persons violating or attempting to violate the covenants, conditions and restrictions and shall be entitled to both equitable and legal relief, including reasonable attorney fees. Any failure of such enforcement shall not be deemed a waiver of the right to do or the acquiescence of any violation, subsequent or otherwise.

(b) The Declarant and the Association shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any Unit for any costs and expenses incurred by the Declarant and the Association in the enforcement of the provisions of the Declaration with respect to each Unit, and the actual consultants' and attorneys' fees, and whether or not litigation is commenced with respect thereto. The Declarant and the Association shall further have the right to levy and collect an assessment against all Units for reimbursement of costs and attorney's fees incurred by the Declarant and the Association in the enforcement of this Declaration, provided that (i) said assessment shall be equally allocated to all Units, including those owned by the Declarant, and (ii) any enforcement costs recovered from the violating Unit Owner shall be credited or refunded to Unit Owners (other than the violating Unit Owner) against which the assessments were made. Any such assessment not paid when due shall bear interest at eighteen percent (18 %) annum until paid in full, and such unpaid assessment, together with the interest thereon, shall constitute a continuing lien against the real estate for which the assessment was made. Said lien may be foreclosed in the same manner as real estate mortgages under Wisconsin law, provided that such liens shall be subordinate to any purchase money or obligation of the applicable Unit Owner.

(c) In the event of a default under Section 9.02 (e) hereof for any reason, then in addition to all of the other rights and remedies available under this Declaration the Declarant shall have the right and option upon written notice to applicable Unit Owner (the "Option Notice"), to repurchase said Unit for the amount of the purchase price

received by the Declarant at the time of the original conveyance by Declarant (the "Repurchase Price"). In the event Declarant exercises said option, then within thirty (30) days following issuance of the Option Notice, a closing of the repurchase transaction shall take place at the Declarant's office at which time, Declarant shall be responsible for payment of the Repurchase Price (subject to pro ration for real estate taxes and assessments as of the closing date), and the Unit Owner shall convey to Declarant the Unit (together with all improvements thereon not removed by Unit Owner) in fee simple, by good and sufficient warranty deed, free and clear of all liens, claims, and encumbrances, except those which existed immediately prior to Declarant's initial conveyance of the Unit to Unit Owner. At said closing, the Unit Owner shall further provide to Declarant a commitment to issue a title insurance policy (with all premiums prepaid) in the amount of the Repurchase Price insuring Declarant's title to the Unit in the condition required herein.

(d) Each remedy set forth in this Declaration shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Declarant to exercise any such right or remedy for any violation shall not be a waiver of such right to remedy under any circumstances unless a written waiver is obtained from the Declarant.

### **ARTICLE XIII**

#### **AMENDMENTS TO DECLARATION**

**13.01 Amendments.** Generally, the provisions of Article III, Article IV, Article XI and the Article XIII of this Declaration may be changes, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the Board, by all Unit Owners of the Condominium and by all mortgagees of any such Unit having bona fide liens of record against any such Unit.

Other provisions of this Declaration may be changed, modified or rescinded by an instrument setting forth such change, modification or rescission signed and acknowledged by the Board and by at least seventy-five percent (75 %) of the Unit Owners, provided that the consent of a Unit Owner is not effective unless such consent is approved by the mortgagee of record with respect to each Unit and further provided that Article XIII may never be changes without the written consent of the Declarant. Such change, modification or rescission shall be effective upon recording of such instrument in the Office of the Register of Deeds for Brown County, Wisconsin; provided, however, that no provision in this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the Act. No amendment, modification or rescission shall alter or abrogate the rights of the Declarant as contained in this Declaration. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purpose of clarification and correction of errors and omissions.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

**14.01 Notice to Mortgage Lenders.** Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following manners:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles of Incorporation, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles of Incorporation, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5 %) of its replacement value.

**14.02 Amendment of Provision Affecting Mortgagees.** Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

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

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

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

**14.06 Waiver of Damages.** The Declarant shall not be liable for any claim whatsoever arising out of, or by reason of, any actions performed pursuant to any

authority reserved, granted or delegated to Declarant by, or pursuant to, this Declaration or in any other capacity in which Declarant may act, whether or not such claim (a) shall be asserted by any Unit Owner, Occupant, the Board or the Association, or by any Person or damage to or loss of property wherever located and however caused.

The foregoing enumeration includes, but is not limited to, all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any act or neglect of Declarant or of any Unit Owner, Occupant, the Board, or the Association, the managing agent or their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function, or disrepair of, any utility services.

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

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

**14.09 Interpretation of Declaration.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential condominium.

**14.10 Indemnity.** The members of the Board and the officers of the Association shall not be liable to the Unit Owners for any mistake of judgement, or any acts or omissions made in good faith as such members or officers.

The Unit Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Association. The liability of any Unit Owner arising out of any contract made by such members of the Board and officers or arising out of the aforesaid indemnity shall be limited to the Percentage Interests of such Unit Owner. Each agreement made by such members of the Board or officers of the Association shall be executed by such members of the Board or officers of

the Association, as the case may be as agents for the Unit Owners or for the Board or the Association.

**14.11 Service of Process.** All legal notices and service of process which may be made or given to the Unit Owners, the Board or the Association shall be served upon Diamond Meadows Condominium Owner's Association, Inc., Attention: Brian E. Rouse, 225 S. Military Avenue, Green Bay, WI 54303 or at the home address of the President of the Board as may be reflected on the records of the Association from time to time.

**14.12 Address of Condominium.** The address of the Condominium is 4001 Antwerp Avenue, Green Bay, Wisconsin 54313.

**14.13 Assignment of Declarant's Rights.** The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations. Upon recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment needs to be signed only by the assignor and assignee named therein.

The Declarant, Rouse Real Estate, LLC, executes this Declaration. At the time of executing this Declaration, the Declarant is the owner of more than seventy-five percent (75 %) of all of the Units presently declared within this Condominium.

DECLARANT:  
Rouse Real Estate LLC

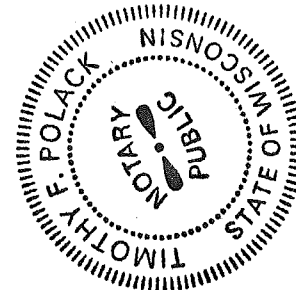
B. E. Rouse  
By: Brian E. Rouse, Member

J. M. Rouse  
By: Jill M. Rouse, Member

STATE OF WISCONSIN     )  
  ) SS  
BROWN COUNTY         )

Personally came before me this 20<sup>th</sup> day of April, 2023, the  
above named Brian Rouse and Jill M. Rouse to me known to be the persons who  
executed the foregoing instrument and acknowledge the same.

\* Timothy F. Polack  
NOTARY PUBLIC STATE OF Wisconsin  
My Commission ~~expires~~<sup>is</sup> permanent \_\_\_\_\_



Drafted By:


Atty. Timothy F. Polack  
Czachor, Polack + Borchardt, LLP  
107 North Broadway, Ste. II  
Green Bay, WI 54303

## CONSENT OF MORTGAGEE

The undersigned, being the holder of a Mortgage executed by Rouse Real Estate, LLC and Jill M Rouse aka Jill Rouse to Fox Communities Credit Union, recorded in the Brown County of Register of Deeds on November 3, 2021 @ 9:03 AM, as Document No. 2983010, in the original stated principal amount to \$1,200,000.00 does hereby consent to all of the terms and conditions of the foregoing to Declaration of Covenants and Restrictions, and agrees that its interest in the property described on Exhibit A, shall be subject in all respects to the terms thereof.

Dated this 13 of December, 2022.


Fox Communities Credit Union

  
By CHRISTOPHER J. CUMICEK  
Title: VP COMMERCIAL LENDING

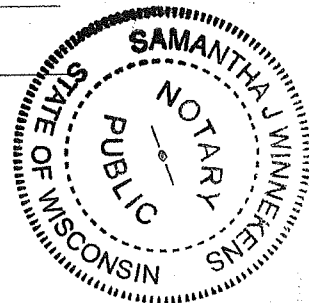
## ACKNOWLEDGMENT

STATE OF WI )  
 )SS  
COUNTY OF BROWN )

Personally came before me this 13<sup>th</sup> day of December, 2022 the above named Christopher Cumicek who acknowledged himself/herself to be a VP Commercial Lending of Fox Communities Credit Union, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
Name: Samantha J Winnickens  
Notary Public, State of Wisconsin  
My Commission: 12-14-23

This document was drafted by:  
Attorney Timothy F. Polack  
Czachor, Polack + Borchardt, LLP  
PO Box 2402  
Green Bay, WI 54306

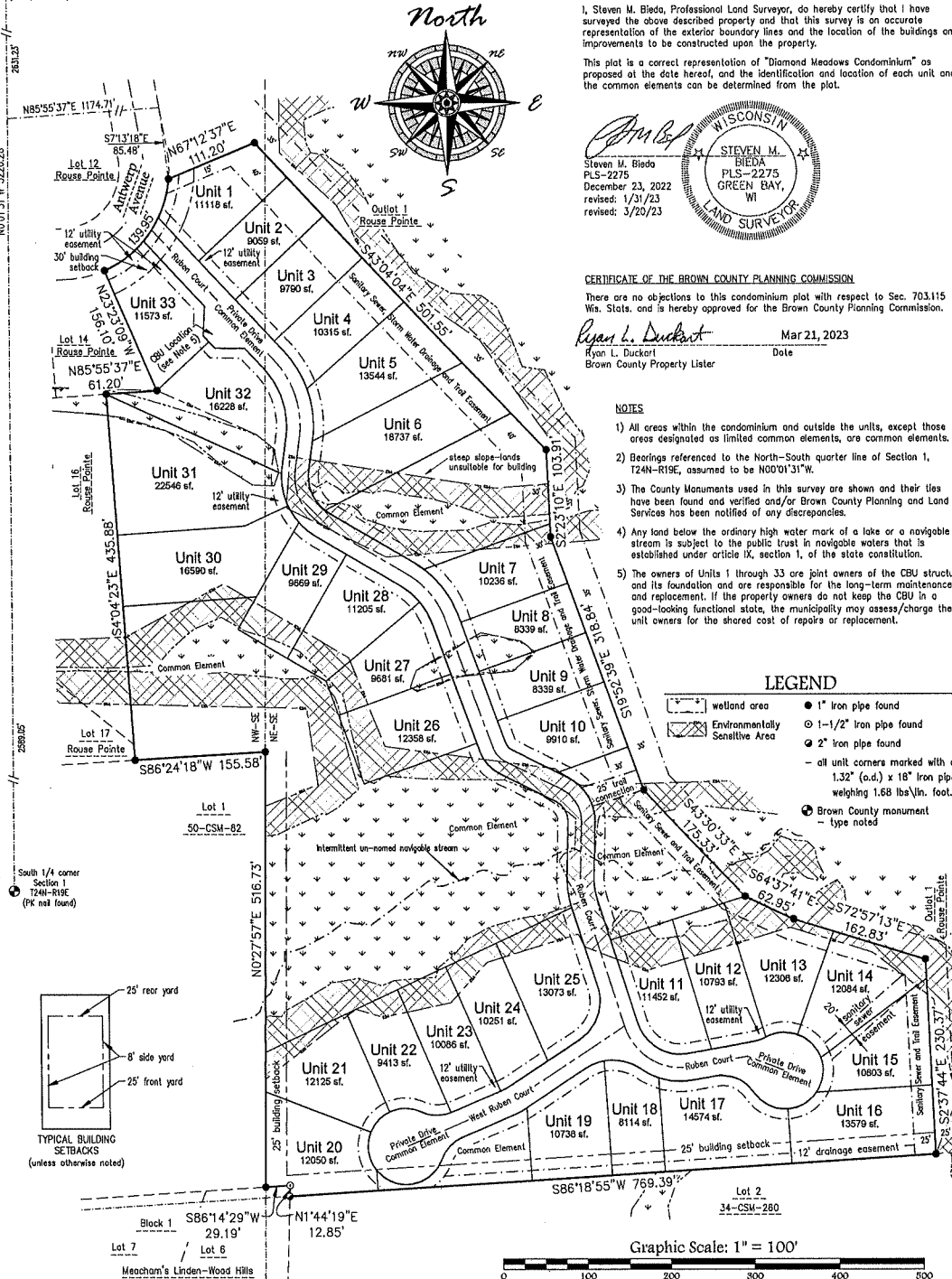


# Diamond Meadows Condominium

- A Land Only Condominium -

All of Lot 13, Rouse Pointe, (Document No. 3013662, Brown County Records), being located in part of the Northwest 1/4 of the Southeast 1/4 and in part of the Northeast 1/4 of the Southeast 1/4, all being in Section 1, T24N-R19E, Village of Howard, Brown County, Wisconsin.

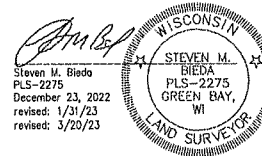
North 1/4 corner  
Section 1  
T24N-R19E  
(in spike found)



## SURVEYOR'S CERTIFICATE

I, Steven M. Bleda, Professional Land Surveyor, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements to be constructed upon the property.

This plot is a correct representation of "Diamond Meadows Condominium" as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plot.



## CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

There are no objections to this condominium plat with respect to Sec. 703.115 Wis. Stats. and is hereby approved for the Brown County Planning Commission.

Ryan L. Duckert  
Brown County Property Lister

Mar 21, 2023  
Date

## NOTES

- 1) All areas within the condominium and outside the units, except those areas designated as limited common elements, are common elements.
- 2) Bearings referenced to the North-South quarter line of Section 1, T24N-R19E, assumed to be N00°01'31"W.
- 3) The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.
- 4) Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
- 5) The owners of Units 1 through 33 are joint owners of the CBU structure and its foundation and are responsible for the long-term maintenance and replacement. If the property owners do not keep the CBU in a good-looking functional state, the municipality may assess/charge the unit owners for the shored cost of repairs or replacement.

## LEGEND

- wellhead area
- Environmentally Sensitive Area
- 1" iron pipe found
- 1-1/2" iron pipe found
- 2" iron pipe found
- all unit corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot.
- Brown County monument
- type noted

Scale: 1" = 100'  
PROJECT NO. D-3303  
SHEET NO. 1 of 5  
DRAWING NO. X-1406

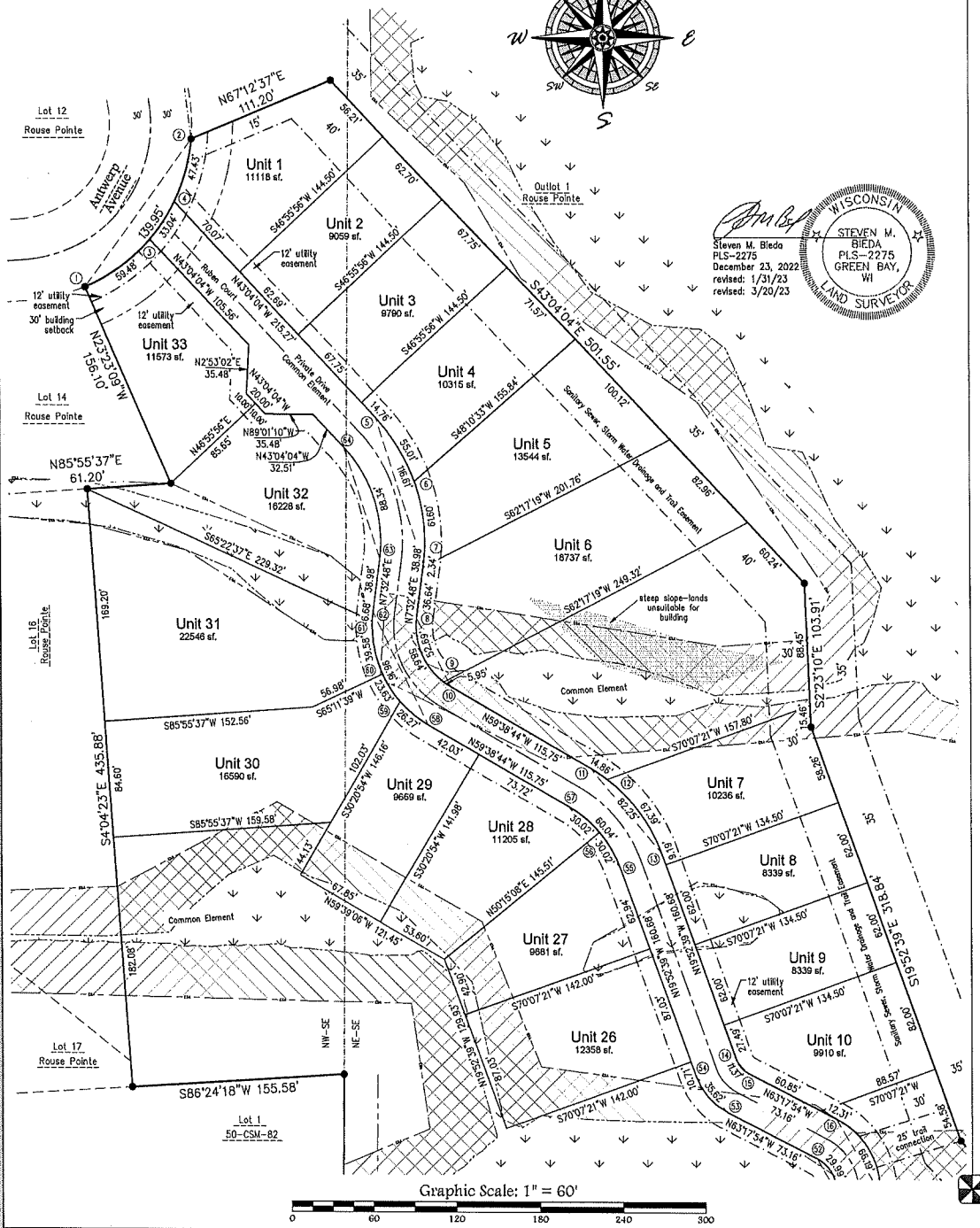
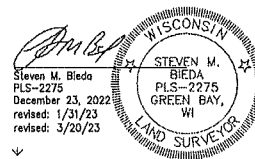
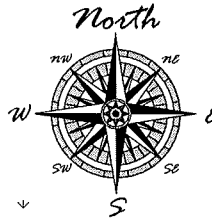
**Mau & Associates, LLP**

LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Website: www.mau-associates.com  
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

# Diamond Meadows Condominium

- A Land Only Condominium -

All of Lot 13, Rouse Point, (Document No. 3013662, Brown County Records), being located in part of the Northwest 1/4 of the Southeast 1/4 and in part of the Northeast 1/4 of the Southeast 1/4, all being in Section 1, T24N-R19E, Village of Howard, Brown County, Wisconsin.



DRAWING NO. <b>X-1406</b>	SHEET NO. <b>2 of 5</b>	PROJECT NO. <b>D-3303</b>	Scale: 1"=60' Date: 12/23/22 Drawn by: JMB/ABW Checked by: JMB/ABW File: D:\3303\Diamond Meadows\Diamond Meadows.dwg Plot: 12/23/22	<b>Mau &amp; Associates, LLP</b> LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-434-9670 Website: www.mau-associates.com 400 Security Blvd Ste 1, Green Bay, WI 54313-9712		Client: <b>Rouse Real Estate LLC</b> Tax Parcel: V14-070

# Diamond Meadows Condominium

- A Land Only Condominium -

All of Lot 13, Rouse Pointe, (Document No. 3013662, Brown County Records), being located in part of the Northwest 1/4 of the Southeast 1/4 and in part of the Northeast 1/4 of the Southeast 1/4, all being in Section 1, T24N-R19E, Village of Howard, Brown County, Wisconsin.



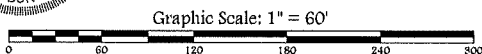
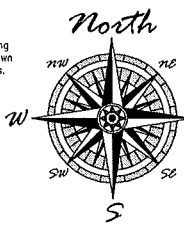
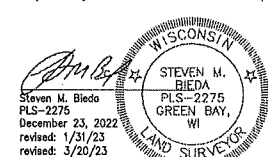
## NOTES

Lot 13 includes wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corps of Engineers, Brown County Planning Commission, or the Brown County Zoning Administrator's Office prior to any development activity.

A Shoreland Permit from the Village of Howard Zoning Administrator's office is required for Lot 13 prior to any construction, fill, or grading activity within 300 feet of a stream.

Lot 13 contains steep slopes that are unsuitable for building. No development shall occur in areas labeled 'Steep Slope-Lands Unsuitable for Building' unless a geotechnical study is submitted to and approved by Brown County Planning Commission.

Lot 13 contains an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, all land within 35 feet of wetlands 2 acres or greater, navigable waterways, all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.



DRAWING NO.  
X-1406

SHEET NO.  
3 of 5

PROJECT NO.  
D-3303

Scale: 1"=60'

File: D:\3303\Diamond Meadows\Diamond Meadows.dwg  
Date Plotted: 12/23/2022  
Plotted By: MHA/AB

**Mau & Associates, LLP**

LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Website: www.mau-associates.com  
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

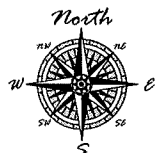
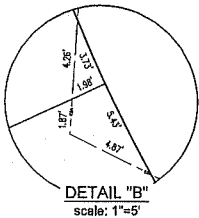
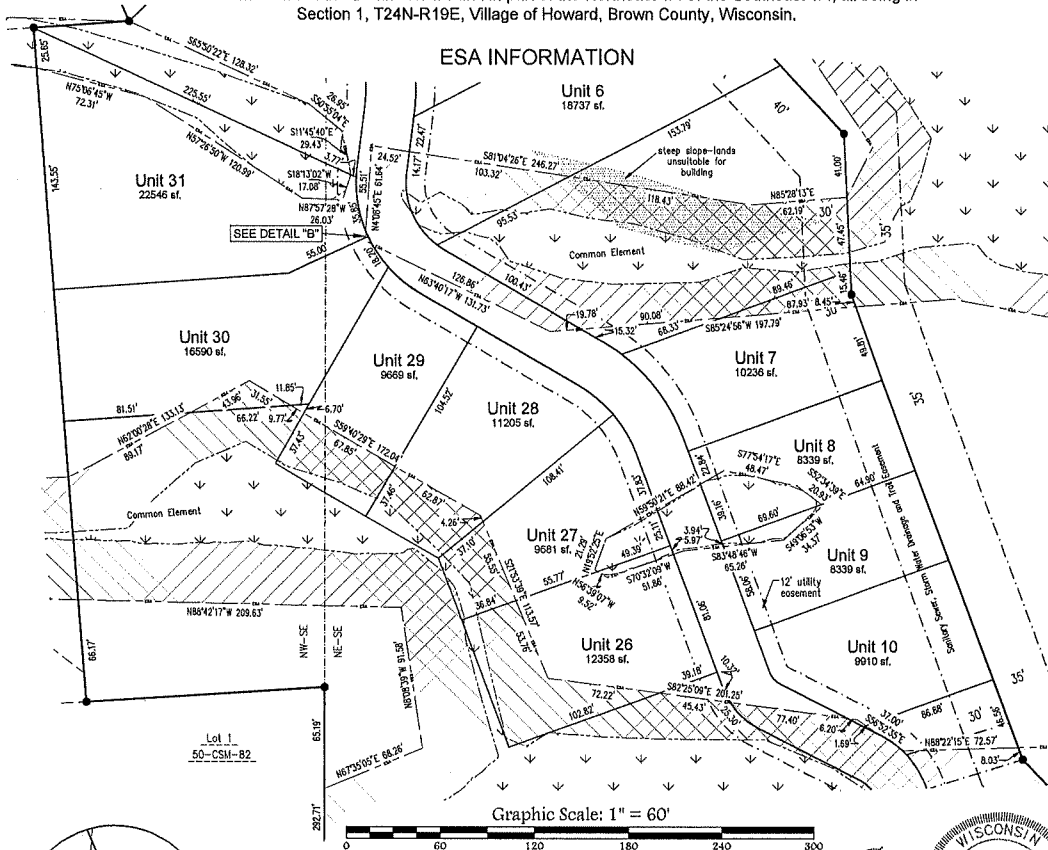
Client:  
Rouse Real Estate LLC  
Tax Parcel: VH-4070

# Diamond Meadows Condominium

- A Land Only Condominium -

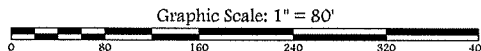
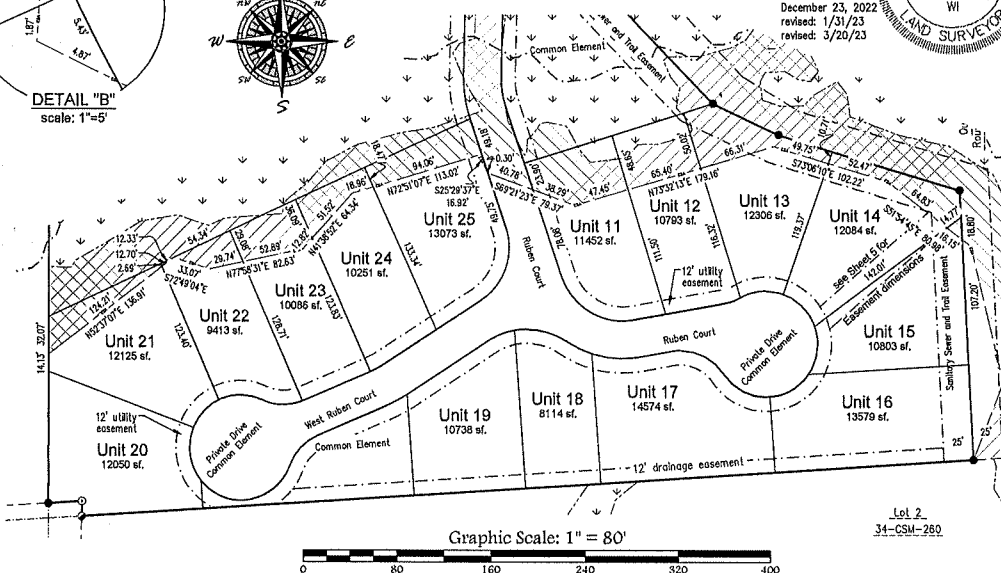
All of Lot 13, Rouse Pointe, (Document No. 3013662, Brown County Records), being located in part of the Northwest 1/4 of the Southeast 1/4 and in part of the Northeast 1/4 of the Southeast 1/4, all being in Section 1, T24N-R19E, Village of Howard, Brown County, Wisconsin.

## ESA INFORMATION



STEVEN M. BIEDA  
PLS-2275  
December 23, 2022  
revised: 1/31/23  
revised: 3/20/23

WISCONSIN  
LAND SURVEYOR



Lot 2  
31-CSM-280

**Mau & Associates, LLP**

LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Website: www.mau-associates.com  
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Client:  
Rouse Real  
Estate LLC  
Tax Parcel: V4-4070

File: D:\3000\Diamond Meadows\Diamond Meadows.dwg  
Date Plotted: 03/20/23  
Plotted By: JMB  
Scale: as noted  
PROJECT NO.: D-3303  
SHEET NO.: 4 of 5  
DRAWING NO.: X-1406

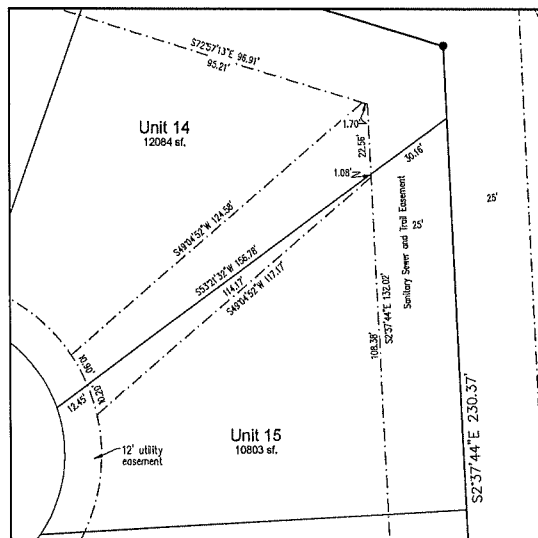
# Diamond Meadows Condominium

- A Land Only Condominium -

All of Lot 13, Rouse Pointe, (Document No. 3013662, Brown County Records), being located in part of the Northwest 1/4 of the Southeast 1/4 and in part of the Northeast 1/4 of the Southeast 1/4, all being in Section 1, T24N-R19E, Village of Howard, Brown County, Wisconsin.

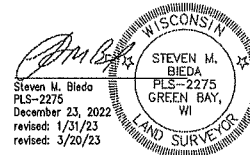
## Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	139.85	130.00	133.29	N35°46'24"E	61°40'54"	N66°36'51"E, N45°55'57"E
1-3	59.48	130.00	58.86	N53°30'22"E	28°12'58"	"
3-4	33.04	130.00	32.95	N33°07'00"E	14°33'48"	"
4-5	47.43	130.00	47.18	N16°23'02"E	20°54'10"	"
5-7	116.61	132.00	112.85	S17°45'38"E	50°38'52"	"
5-6	35.01	132.00	34.62	S31°07'43"E	23°52'44"	"
6-7	61.60	132.00	61.04	S5°49'16"E	26°44'08"	"
8-10	58.64	50.00	55.11	S28°02'57"E	67°11'32"	"
8-9	52.89	50.00	50.28	S22°36'18"E	60°22'14"	"
9-10	5.95	50.00	5.95	S66°14'03"E	6°49'18"	"
11-13	82.25	118.50	80.61	S38°45'42"E	39°48'04"	"
11-12	14.88	118.50	14.85	S65°03'11"E	7°11'08"	"
12-13	67.39	118.50	65.48	S36°10'07"E	32°34'56"	"
14-15	11.37	15.00	11.10	S41°35'18"E	43°25'14"	"
16-17	66.19	58.50	62.72	S30°52'58"E	64°48'52"	"
18-19	27.32	81.50	27.19	S8°04'09"E	18°12'17"	"
20-21	79.19	55.00	72.52	S58°55'00"E	82°28'24"	"
22-23	15.07	45.00	15.00	N70°14'40"E	19°11'16"	N60°39'01"E
23-28	208.08	45.00	86.40	S13°08'26"W	264°54'48"	N34°28'10"W
23-24	38.46	45.00	37.30	N85°08'13"E	48°58'24"	"
24-25	40.16	45.00	38.84	S44°48'32"E	51°08'08"	"
25-26	42.39	45.00	40.84	S74°43'39"W	53°58'16"	"
26-27	40.52	45.00	39.16	S60°31'21"W	51°35'08"	"
27-28	46.53	45.00	44.49	N64°03'38"W	58°14'54"	"
28-29	51.62	45.00	48.84	N67°17'56"W	65°43'32"	S80°20'18"W
30-32	88.80	87.00	85.18	N78°09'49"W	43°59'45"	N56°09'57"W
30-31	42.82	87.00	42.39	N88°03'45"W	28°11'53"	"
31-32	23.88	87.00	23.91	N64°03'52"W	15°47'52"	"
32-34	70.37	60.00	66.41	N89°45'53"W	67°11'53"	"
32-33	45.87	60.00	44.86	N78°07'01"W	43°54'10"	"
33-34	24.40	60.00	24.23	S68°17'03"W	23°17'43"	"
35-36	20.83	118.50	20.81	S61°40'24"W	10°04'25"	"
37-38	36.80	45.00	35.79	S43°16'46"W	46°51'40"	S18°50'56"W
38-42	215.71	45.00	61.00	N22°49'24"W	274°32'22"	S65°28'43"E
38-39	95.75	45.00	78.88	S80°48'27"W	121°55'03"	"
39-40	47.75	45.00	45.54	N75°00'09"W	69°47'46"	"
40-41	33.15	45.00	32.40	N43°39'56"E	42°12'24"	"
41-42	39.06	45.00	37.85	N89°38'13"E	49°44'10"	"
42-44	37.54	45.00	36.46	S89°23'33"E	47°47'42"	"
42-43	35.98	45.00	35.03	S88°24'12"E	45°48'59"	"
43-44	1.58	45.00	1.58	N67°42'00"E	1°58'49"	"
45-46	15.21	86.50	15.19	N61°40'24"E	10°04'25"	"
47-48	71.33	55.00	66.44	N19°28'56"E	74°18'28"	"
49-50	38.04	113.50	37.87	N8°04'09"W	18°12'17"	"
51-52	29.89	82.00	28.41	N30°52'56"W	64°48'52"	"
53-54	35.62	47.00	34.77	N41°35'18"W	43°25'14"	"
55-57	60.04	86.50	58.84	N39°45'42"W	39°48'04"	"
55-56	30.02	86.50	28.87	N29°48'10"W	19°53'02"	"
56-57	30.02	86.50	28.87	N49°42'13"W	19°53'02"	"
58-59	96.16	82.00	90.75	N28°02'57"W	67°11'32"	"
58-59	26.27	82.00	26.15	N60°28'09"W	18°21'11"	"
59-60	23.63	82.00	23.55	N33°02'08"W	16°30'50"	"
60-61	39.58	82.00	39.20	N10°57'03"W	27°38'20"	"
61-62	6.69	82.00	6.69	N51°12'42"E	4°40'11"	"
63-64	88.34	100.00	85.49	N17°45'36"W	50°38'52"	"



20' Sanitary Sewer Easement

Graphic Scale: 1" = 30'



Scale: 1"=n/a  
PROJECT NO. D-3303  
SHEET NO. 5 of 5  
DRAWING NO. X-1406

**Mau & Associates, LLP**  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Website: www.mau-associates.com  
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Client: Rouse Real Estate LLC  
Task Period: V14-079