

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

Plan Commission XXX

(Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 726-2736)

Will be held on **Monday, September 10, 2018 at 6:30 P.M.** in the City Hall **Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If unable to attend the meeting, please notify the Engineering Dept. by calling 726-2736.

1. Approve the minutes of the August 13, 2018 Plan Commission Meeting. *(Attachment)*
2. Consider Certified Survey Map prepared by Peter Gartman on behalf of Steve Frazer for Lots 16-18, Block 1, Zielie's Addition, located at the SE corner of Marilyn and Wisconsin Streets. Make recommendation to the Common Council. *(Attachment)*
3. Conduct a public hearing to consider Planned Development Conditional Use Permit Resolution No. 2018-05 to construct six eight-plex buildings, known as Palisades Condominiums (forty-eight 2900 square foot two-bedroom units), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street. *(Attachment)*
4. Consider Planned Development Conditional Use Permit Resolution No. 2018-05 to construct six eight-plex buildings, known as Palisades Condominiums (forty-eight 2900 square foot two-bedroom units), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street. *(Attachment)*
5. Consider Certified Survey Map of Palisades Condominiums submitted by Everyday Surveying on behalf of Craig Wurzer for Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street. Make recommendation to the Common Council. *(Attachment)*
6. Consider petition from Peter Pohl to rezone Parcels 4046.9100 and 4046.9200, Lots 5 & 6, replat of Block 5, Zielie's Addition. Make recommendation to the Common Council. *(Attachment)*
7. Consider Certified Survey Map submitted by Chippewa Surveying on behalf of Premium Waters and Allied Dies for a lot subdivision in 2nd Riverside Industrial Park. Make recommendation to the Common Council. *(Attachment)*
8. Consider addition to Planned Development Conditional Use Permit Resolution No. 2017-02 for a sign and canopy. *(Attachment)*
9. Adjournment

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION

I hereby certify that a copy of this agenda was placed in the Chippewa Herald mail box, 1st Floor, City Hall and also posted on the City Hall Bulletin Board on Wednesday, September 5, 2018 at 1:30 P.M. by Mary Bowe.

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, AUGUST 13, 2018 – 6:30 PM**

The Plan Commission met in City Hall on Monday, August 13, 2018 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Dennis Doughty, Dan Varga, Beth Arneberg, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Mike Tzanakis and Jerry Smith. Also present were City Inspector Paul Lasiewicz, City Planner Brad Hentschel, Chris Vetter from the Eau Claire Leader Telegram and persons on the attached attendance sheet.

1. **Motion** by Varga, seconded by Hubbard to approve the minutes of the July 9, 2018 Plan Commission meeting. **All present voting aye. Motion carried.**

2. Mike Cohoon appeared to support the attached petition for a Special Use Permit to place and operate two tiny homes for the homeless at Our Saviors Lutheran Church located at 1300 Mansfield Street. Mr. Cohoon noted that there are two existing tiny homes at Landmark Church in the Village of Lake Hallie (Fall of 2016), two at Trinity United Methodist Church in Chippewa Falls (Spring of 2017) and two at Chippewa Valley Bible Church in Chippewa Falls (Fall of 2017). He noted that about two thousand nights of service had been provided thus far for seventeen different people in the existing six tiny homes. Of the seventeen people, fourteen were able to find permanent housing while three weren't able to. He stated that a mens group, the Boy Scouts and other churches were in the process of constructing the tiny homes. He stated that the Trinity United Methodist Church location was close to downtown while the Chippewa Valley Bible Church, Landmark Church and the proposed Our Savior's Lutheran Church locations required rides for occupants needed services. He stated that the McDonell Area Catholic Schools and the Chippewa Falls Area United School District had provided support letters for the 1300 Mansfield Street location at Our Savior's Lutheran Church. He also noted that representatives had went door to door in the 1300 Mansfield Street neighborhood with an informational document and presentation. Good conversations with the neighbors were had and there were questions but no notable objections. Commissioner Arneberg stated as a member of Chippewa Valley Bible Church, that the guest at the Chippewa Valley Bible Church location was an asset to the congregation. Commissioner Misfeldt asked if a permanent ordinance change allowing tiny homes should be considered. Inspector Lasiewicz stated that the existing Special Use Permit process considering each on an individual basis was the best way to move forward. He also stated there weren't any complaints received concerning either the Trinity United Methodist Church or Chippewa Valley Bible Church tiny homes locations thus far. Mike Cohoon added that Police Chief Kelm was consulted about all potential tiny homes guests after the Hope Village background checks and screening process had occurred. Director of Public Works Rubenzer asked if the petition support documents could be revised to list Our Savior's Lutheran Church as the applicant instead of Trinity United Methodist Church.

Motion by Misfeldt, seconded by Hubbard to recommend the Common Council conduct a public hearing to consider granting a Special Use Permit to Our Savior's Lutheran

Church located at 1300 Mansfield Street, to place and operate two tiny homes on church property to shelter homeless people on a temporary basis with the same conditions as Special Use Permit Ordinance No. 2017-01 and Special Use Permit Ordinance No. 2017-16. Said public hearing to be scheduled upon receipt of the \$300 advertising fee and proper notification of adjacent property owners. **All present voting aye. Motion carried.**


3. Craig Wurzer of C&E Wurzer Builders and Mark Erickson of Everyday Engineering appeared to support the petition for a Planned Development Conditional Use Permit to construct six eight-plex buildings (forty-eight 2900 square foot two bedroom units) on Lot #'s 1 and 2, Block #4, Timber Terrace Addition, Lot #'s 3-5, 15-17, Block #4, Timber Terrace First Addition. The minimum square footage of a two bedroom unit in a R-3-8 Multi-Family 8-Plex zoning district is 3000 square feet. Director of Public Works Rubenzer requested that the zoning density (in dwelling units per acre) be listed on the conceptual site plan. He added that a building elevation drawing and floor plan needed to be submitted. A general development plan is also required as per city municipal code 17-26. The Plan Commission discussed the application and requested that a dumpster enclosure elevation also be included. Director of Public Works Rubenzer noted that the driveway to existing Marrs Street was in conflict with adjacent property and the existing Marrs Street curb radii and needed to be revised. Director of Public Works Rubenzer also noted that a trail plan and recreation plan for the development should be included with the application.

Motion by Hubbard, seconded by Cihasky that the Plan Commission conduct a public hearing to consider granting a Planned Development Conditional Use Permit to construct six eight-plex buildings (forty eight 2900 square foot two bedroom units) on lot #'s 1 and 2, Block #4, Timber Terrace Addition, Lot #'s 3-5, 15-17, Block #4, Timber Terrace First Addition. The public hearing to be scheduled upon submission of:

- 1) Stormwater Management Plans
- 2) Building Elevations
- 3) Building Floor Plans
- 4) General Development Plan
- 5) Dumpster Enclosure Elevation
- 6) Home Owner Agreement Documents
- 7) Revision of Marrs Street driveway access
- 8) \$300 Review Fee
- 9) Proper notification of adjacent property owners

All present voting aye. Motion carried.

4. **Motion** by Misfeldt, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 7:10 P.M.


Richard J. Rubenzer, P.E., Secretary
Plan Commission

PLAN COMMISSION ATTENDANCE SHEET

DATE: August 13, 2018

NAME	ADDRESS	COMPANY REPRESENTING	PHONE #	EMAIL
Mark Erickson	1818 BRACKETT AVE	E.S.F.	715-831-0654	mark@esellc.co
Angela Inghram	1118 Superior St	Hope Village	715-512-0129	angela@ahk.com
Wendy Schrodter	620 Superior St			
Doreen Felsa	622 Superior			
Becky Lipin	508 N. bridge st.	Hope Village OEC Outreach	(715) 205-1067	bbdmm.nrg@gmail.com
Dayle Ketzke	516 W Grand Ave	OSLC member	715 723-5053	gayleklitzke@hotmail.com
James Inghram	128 Glenn Pl E.C.	OSLC Member	715-577-5560	afred54@gmail.com
Bill Waldman	828 Bluff View Cir W	OSLC Member 3rd Res. Dist	715-644-8705	williams@thehomeplaceof.com
John Hoffman	828 Bluff View Cir W	OSLC Member	715-703-3266	j.m.hoffman@thehomeplaceof.com
Curt Rohland	10803 125th St Chp. Fls.	Our Saviour Lutheran Church - O.S.L.	715-894-0733	prrohland@gmail.com

PLAN COMMISSION ATTENDANCE SHEET

DATE: August 13, 2018

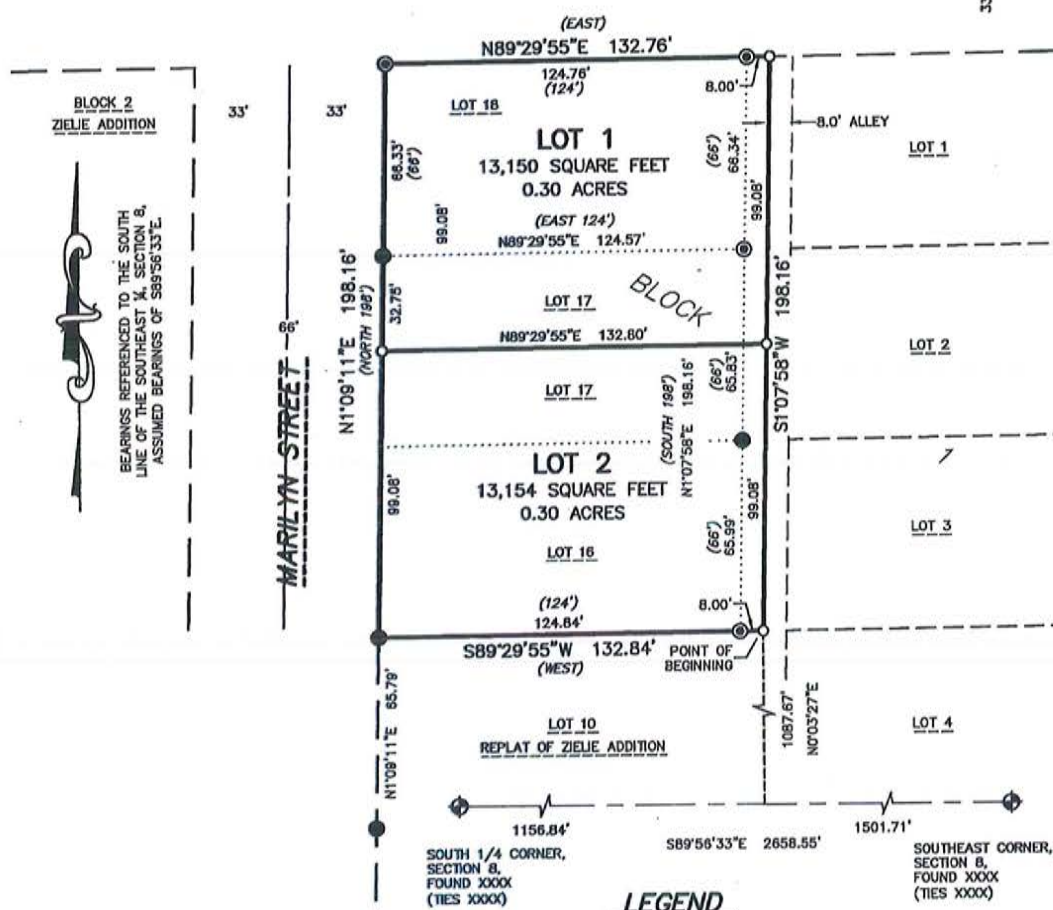
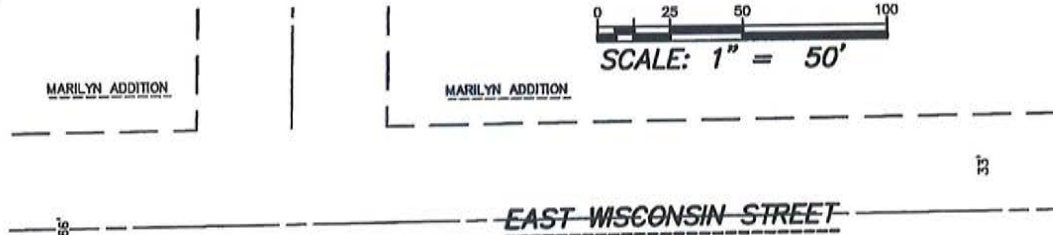
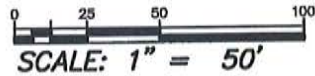
NAME	ADDRESS	COMPANY REPRESENTING	PHONE #	EMAIL
Mike Cohen	463 Glenwood Ct	Hope Village	715-810-5405	cohensus@yahoo.com
Gerald Storz	171 Amstundr	Hope Village	715-808-5230	r66b99@yahoo.com
Kend Shirley French	22940 City Hwy X Cadott	Hope Village	715-225-9591	
Anne Weiker	1131 Weathersburg Rd	Norge Village	715-723-2306	
Tiffany Wegman	110 N Grove	NORE Village	715-944-7797	
Rev Karel Hanhart	913 Bluffview Cir 1750 Hallie Rd	Hope Village	715-226-1505	
Craig Wiese		C&E WURZ BURR	715-271-4828	

CHIPPEWA COUNTY CERTIFIED SURVEY MAP NUMBER _____

RECORDED IN VOLUME _____ OF CERTIFIED SURVEY MAPS PAGE _____

REGISTER

LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4,
SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
INCLUDING ALL OF LOTS 16-18, BLOCK 1 OF ZIELIE ADDITION



BLOCK 2
ZIELIE ADDITION



BEARINGS REFERENCED TO THE SOUTH
LINE OF THE SOUTHEAST 1/4 SECTION 8,
ASSUMED BEARINGS OF S89°56'33"E.

SOUTH 1/4 CORNER,
SECTION 8,
FOUND XXXX
(TIES XXXX)

SOUTHEAST CORNER,
SECTION 8,
FOUND XXXX
(TIES XXXX)

LEGEND

- ----- FOUND 1-1/4" OUTSIDE DIAMETER IRON PIPE
- ⊙ ----- FOUND 1-1/4" OUTSIDE DIAMETER IRON PIPE WITH PINCHED TOP
- ----- SET 1" OUTSIDE DIAMETER x 18" IRON PIPE WEIGHING 1.13 POUNDS PER LINEAR FOOT
- () ----- RECORDED AS

FIELDWORK COMPLETED
ON: _____

DATE APPROVED _____
CHIPPEWA COUNTY PLANNING AGENCY
BY _____

REAL LAND SURVEYING
1360 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701
(715) 514-4116
CADD # 18228

SHEET 1 OF 2 SHEETS

PAGE _____

CHIPPEWA COUNTY CERTIFIED SURVEY
MAP NUMBER _____

RECORDED IN VOLUME _____ OF CERTIFIED SURVEY MAPS PAGE _____

LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼,
SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
INCLUDING ALL OF LOTS 16-18, BLOCK 1 OF ZIELIE ADDITION

SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY: THAT BY THE DIRECTION OF STEVE FRASER, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN; INCLUDING ALL OF LOTS 16-18, BLOCK 1 OF ZIELIE ADDITION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 8;
- THENCE S.89°56'33"E., ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 8, A DISTANCE OF 1156.84 FEET;
- THENCE N.00°03'27"E., A DISTANCE OF 1087.67 FEET TO THE POINT OF BEGINNING;
- THENCE S.89°29'55"W., ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 132.84 FEET TO THE EAST RIGHT OF WAY LINE OF MARILYN STREET;
- THENCE N.01°09'11"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 198.15 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST WISCONSIN STREET;
- THENCE N.89°29'55"E., ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 132.76 FEET;
- THENCE S.01°07'58"W., A DISTANCE OF 198.15 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO EXISTING EASEMENTS.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND DESCRIBED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN IN SURVEYING AND MAPPING THE SAME.

_____ DATED THIS _____ DAY OF _____, 2018
PETER J. GARTMANN, P.L.S. 2279

Prepared for:
Fraser Construction
Steve Fraser
4833 160th Street
Chippewa Falls, WI 54729

Prepared By:
Real Land Surveying
1360 International Drive
Eau Claire, WI 54701

DATE APPROVED _____
CHIPPEWA COUNTY PLANNING AGENCY
BY _____

SHEET 2 OF 2 SHEETS

**CITY OF CHIPPEWA FALLS PLAN COMMISSION PLANNED UNIT
DEVELOPMENT CONDITIONAL USE PERMIT RESOLUTION
NO. 2018-05 ALLOWING CONSTRUCTION OF SIX EIGHT-PLEX BUILDINGS,
HEREAFTER REFERRED TO AS PALISADES CONDOMINIUMS (FORTY-EIGHT
2900 SQUARE FOOT TWO-BEDROOM UNITS), ON LOTS 1 AND 2,
BLOCK 4, TIMBER TERRACE ADDITION, LOTS 3-5 AND 15-17, BLOCK 4,
TIMBER TERRACE FIRST ADDITION AND BOUND BY DUTCHMAN DRIVE,
MARRS STREET AND TERRENCE STREET,
CHIPPEWA FALLS, WISCONSIN**

WHEREAS, at its August 13, 2018 meeting, the Plan Commission heard a request from Craig Wurzer of C & E Wurzer Builders and Mark Erickson of Everyday Engineering to construct six eight-plex buildings, hereafter referred to as Palisades Condominiums (forty-eight 2900 square foot two-bedroom units), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street, Chippewa Falls, WI; and

WHEREAS, said lots are zoned R-3-8 Multi-Family 8-Plex Residential District; and

WHEREAS, as per City of Chippewa Falls Municipal Code 17.23.8(4), the minimum required floor area for two bedroom units is 3000 square feet per unit; and

WHEREAS, Mr. Wurzer has proposed constructing forty-eight 2900 square foot two bedroom units; and

WHEREAS, Mr. Wurzer has proposed to vary from Chippewa Falls Municipal Code 17.17(2) setbacks and 17.17(3)1 side to side requirements; and

WHEREAS, the Plan Commission has evaluated the request for a Planned Unit Development Conditional Use Permit to construct six eight-plex buildings, hereafter referred to as Palisades Condominiums (forty-eight 2900 square foot two-bedroom units), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street, Chippewa Falls, WI; and

WHEREAS, the Plan Commission conducted a public hearing on this request on Monday, September 10, 2018, after publication of a Class 2 legal notice and mailing of said notice to adjacent property owners, as required by Chapter 17.47 (5) of the Code of Ordinances of the City of Chippewa Falls, Wisconsin and hearing all comments and concerns.

THEREFORE, BE IT RESOLVED BY THE PLAN COMMISSION OF THE CITY OF CHIPPEWA FALLS, WISCONSIN that, pursuant to Chapters 17.27.5(7)(f) and 17.47 of the Code of Ordinances of the City of Chippewa Falls, Wisconsin, a Planned Unit Development Conditional Use Permit be and is hereby issued to construct six eight-plex buildings, hereafter referred to as Palisades Condominiums (forty-eight 2900 square foot two-bedroom units), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street, Chippewa Falls, WI under the following conditions:

- a) Six eight-plex buildings, (forty-eight 2900 square foot two-bedroom units), are allowed to be constructed according to the attached plans and details.
- b) That the eight-plex buildings be in conformance with the attached site plan and building floor plan and details and all attachments become part and parcel of this Conditional Use Permit.
- c) That a storm water management plan be submitted and approved as per City of Chippewa Falls Municipal Code.
- d) The attached General/Final Development Plan, Eight-Plex Development Standards, Typical Photos, Elevations, and Floor Plans, and zoning map become part and parcel of PD CUP No.2018-05 and are available for inspection in the City of Chippewa Falls Engineering and Inspection offices.
- e) That the attached Organizational Resolutions and Declarations of the Condominium Association be recorded at the Chippewa County Register of Deeds, with a copy provided to the City Engineer's Office.
- f) Except as specifically provided herein, all regulations of the City Zoning Code shall apply.
- g) That this permit shall become null and void by non-compliance with this permit or related Codes or by application to the Board of Appeals for any Code variance for this facility.
- h) Chapter 17.47 (13) shall apply and this permit shall terminate if the use for which this permit is issued shall cease for a continuous two year period.
- i) Modifications or changes to this permit may be made only by the Plan Commission after an application for amendment has been duly filed and notices and hearing requirements have been complied with.

MOTION: _____

SECONDED: _____

I hereby certify that the Plan Commission of the City of Chippewa Falls, Wisconsin, adopted the above Resolution on September 10, 2018, by a vote of _____ ayes, _____ nays and _____ abstentions.

Richard J. Rubenzer, PE, Secretary
Plan Commission



General / Final Development Plan

For

Palisades Condominium

By

C & E Lighthouse Properties, LLC.

Owners: Mr. Craig Wurzer & Mr. Earnest Wurzer

Address: 1750 U.S. 53 Business, Chippewa Falls, WI 54729

Phone: 715-839-8806

Statement of Development Concept:

The Palisades Condominium site is located between Marrs Street on the west, Dutchman Drive on the north, Terrence Street on the east and lies just north of Pumphouse Road. Please refer to Attachment A, city maps. The first step is to combine the eight (8) existing lots currently zoned R-3-8 Multi-Family 8-Plex and the recently vacated half (1/2) width of Marrs Street Right of Way and combine them all into a one (1) lot Certified Survey Map (CSM). Please refer to Attachment B, the preliminary "Palisades CSM". Upon the approval and recording of the CSM a Planned Development (PD) will be created via the device known as a condominium plat. Please refer to the Attachment C, the preliminary "Palisades Condominium" plat. This condominium plat (Condo Plat) will ultimately house six (6) Multi-Family 8-Plex buildings, with each being one of the units.

The planning objective and character of this Condo Plat is to create a modern, efficient and affordable housing for the community. The building's will be

Everyday Surveying and Engineering, LLC

dressed up having eye appealing earth tone colors. Landscaping for the Condo Plat will be installed and maintained by a professional local landscaping company.

The proposed land use will consist of the construction of six (6) 8-Plex buildings / units along with the associated driveways, parking areas, bike racks, garbage enclosures, walking path to the adjacent city park land, and the storm water management swales, ponds and features.

The six (6) building / units will be comprised of eight (8) two (2) bedroom places. Thus, making 48 total two (2) bedroom residences on this 139,282 square foot (3.20 acre) parcel of land. The density of this proposed PD is calculated to be 2,901.7 square feet per two (2) bedroom residences. The density of a standard R-3-8 Multi-Family zoning district is 3,000 square feet per two (2) bedroom residences. There are two ways to look at the standard zoning density as a comparison for this project site, the project is missing the density by 3.27% of the area allocation per residence or only 46 total two (2) bedroom residences could occupy the land area present.

Please note as it pertains to density, in the existing state of the original parcels, there were eight (8) parcels with the same zoning on average the original lots were 13,000 square feet each. In this case, if an 8-Plex was to occupy a Lot the area allocated would be around 1,625 square feet per residences or only four (4) one or two bedroom(s) building could be built on each of the original eight parcels.

The Condo Plat sits immediately adjacent to the east of approximately 2.5 acres of City Park land. There will be a walking path created to connect the residence to the city park. The city park land is considered the recreational space for the neighborhood.

This Condo Plat has fully developed the site's engineering plans. Please refer to the Attachment D, Engineering Plans.

The owners / builders of the proposed Building / Units have a fully developed floor plan for said structures. Please refer to Attachment E, Building Plans.

The Condo Plat and the associated Condo Plat Documentation has been created and will be fully executed upon the final approval of the City. Please refer to Attachment F, Condo Documents.

The timeline established for the build out of this project is as follows;

Everyday Surveying and Engineering, LLC

Buildings / Units 1, 2 & 3 will commence building this year, 2018 and finished for occupancy in 2019.

Buildings / Units 4, 5 & 6 will commence building in 2019 and should be finished for occupancy in either 2019 or the latest 2020.

The majority of the Condo Plat's exterior site work, including by not limited to earth work, utility work, installation of access and parking areas will be done in 2018.

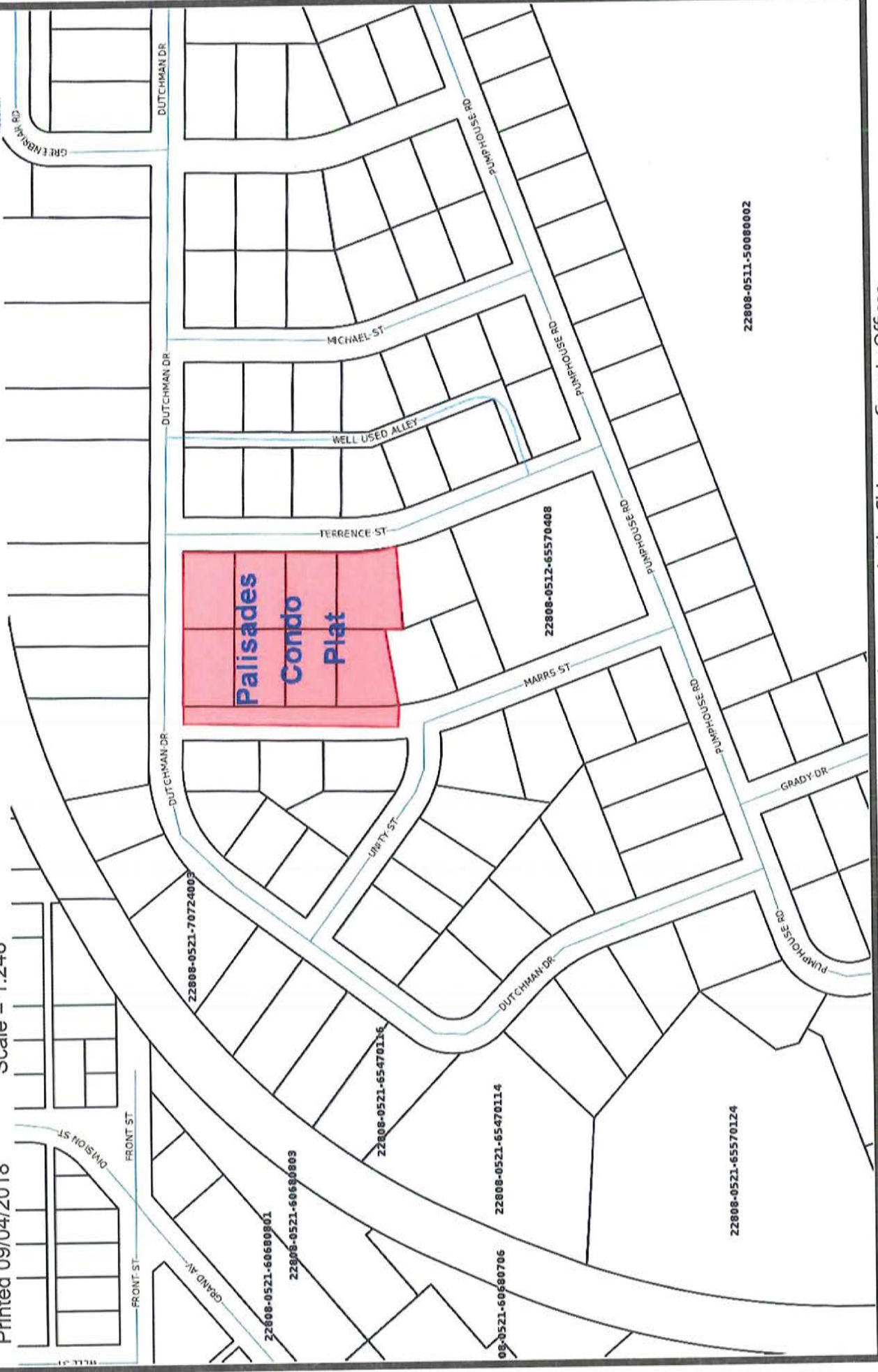
Project financing is currently set up with Winona National Bank for the land purchase that closes on Monday the 13th of August. The building unit owner's will have specific financing for each of the building units. Financing will also be provided by Winona National Bank in the amount of at least 80% of the appraised building unit/pad value which is estimated at \$800,000 for each building unit.

Attachment A
City Maps

Map

Printed 09/04/2018

Scale = 1:248'

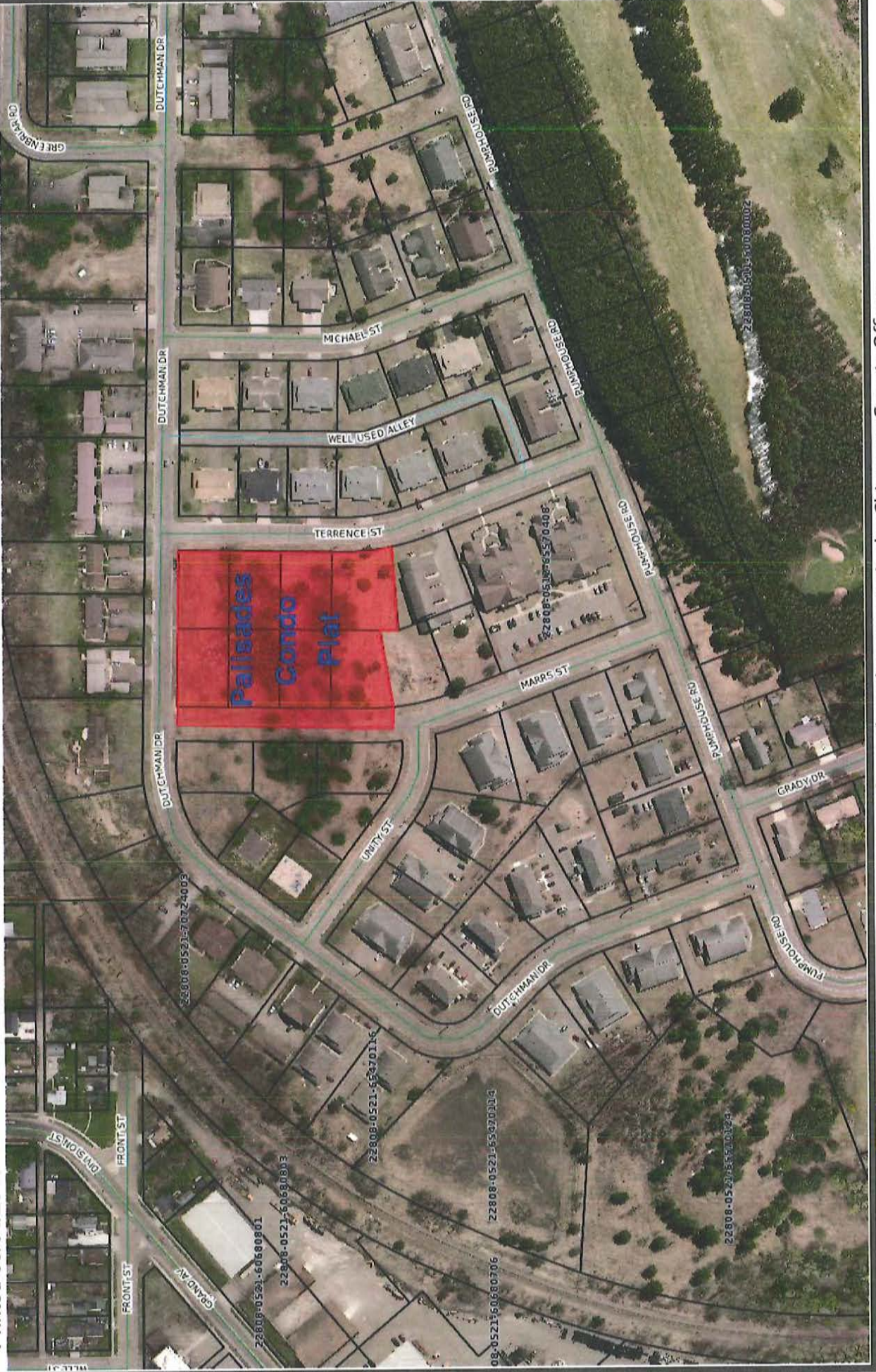


Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.

Map

Printed 09/04/2018

Scale = 1:248'



Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.

Map

Printed 09/04/2018

Scale = 1:105'



Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.

Map



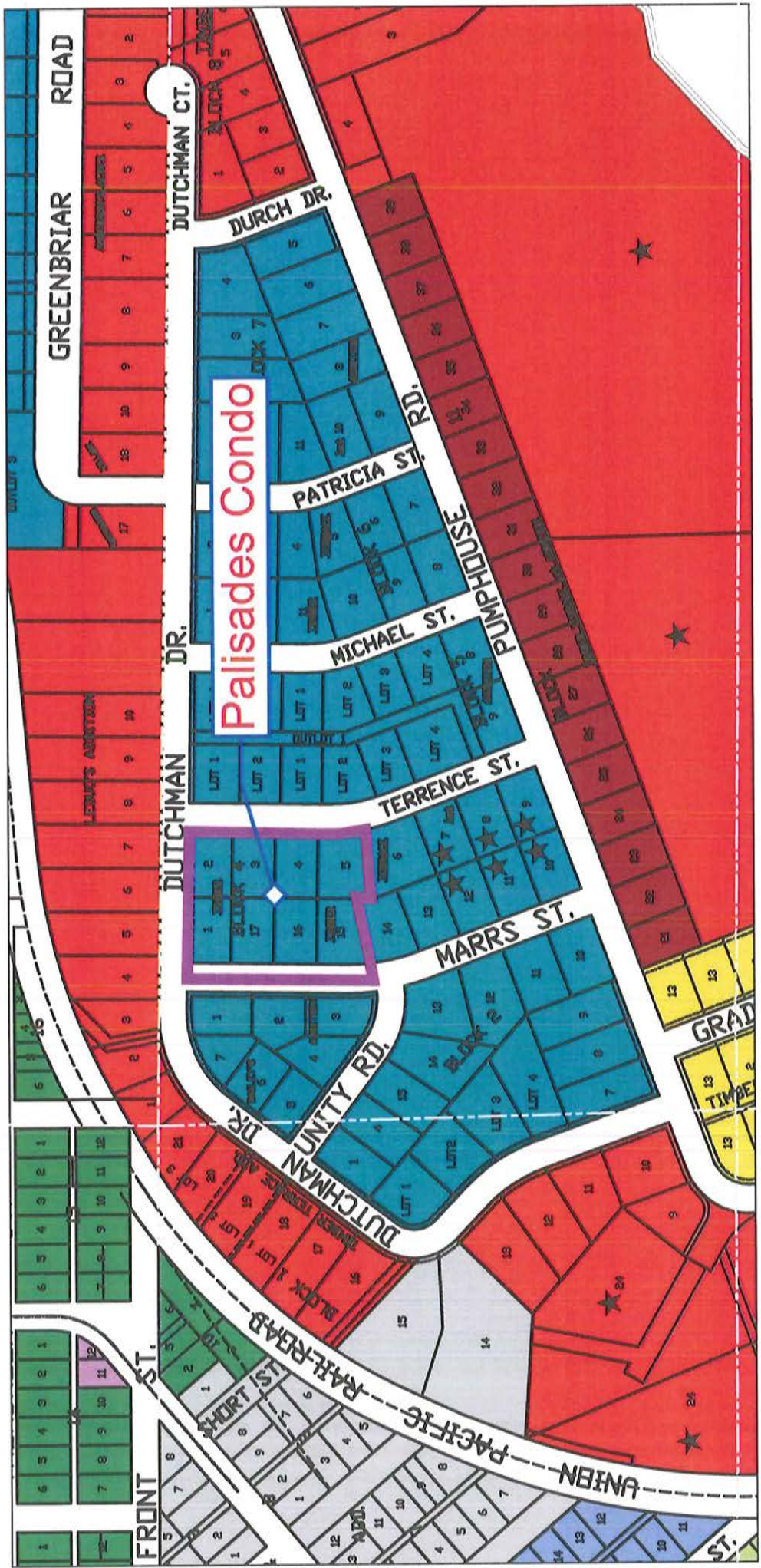
Chippewa County Contour Map

Printed 07/16/2018

Scale = 1:83'



Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.





C-1 NEIGHBORHOOD SHOPPING

C-2 GENERAL COMMERCIAL

C-3 CENTRAL BUSINESS

C-4 HIGHWAY COMMERCIAL

TND TRADITIONAL NEIGHBORHOOD DEVELOPMENT

R-1A SINGLE FAMILY

R-1B SINGLE FAMILY

R-1C SINGLE FAMILY

R-2 TWO FAMILY

R-3-4 MULTI-FAMILY 4-PLEX

R-3-8 MULTI-FAMILY 8-PLEX

R-3A MULTI-FAMILY

R-3B MULTI-FAMILY

R-3-M MULTIPLE FAMILY RESIDENCE

I-1 LIMITED INDUSTRIAL

I-2 LIGHT INDUSTRIAL

I-3 HEAVY INDUSTRIAL

O-1 OFFICE

O-2 OFFICE & INSTITUTIONAL

P-1 PUBLIC

CN CONSERVANCY

A-1 AGRICULTURE

★

C.U.P., S.U.P. OR PD

Attachment B
One (1) Lot Certified Survey Map

CHIPPEWA CO. CERTIFIED SURVEY

MAP NO. _____

RECORDED IN VOL. _____ OF THE CERTIFIED SURVEY MAPS PAGE _____

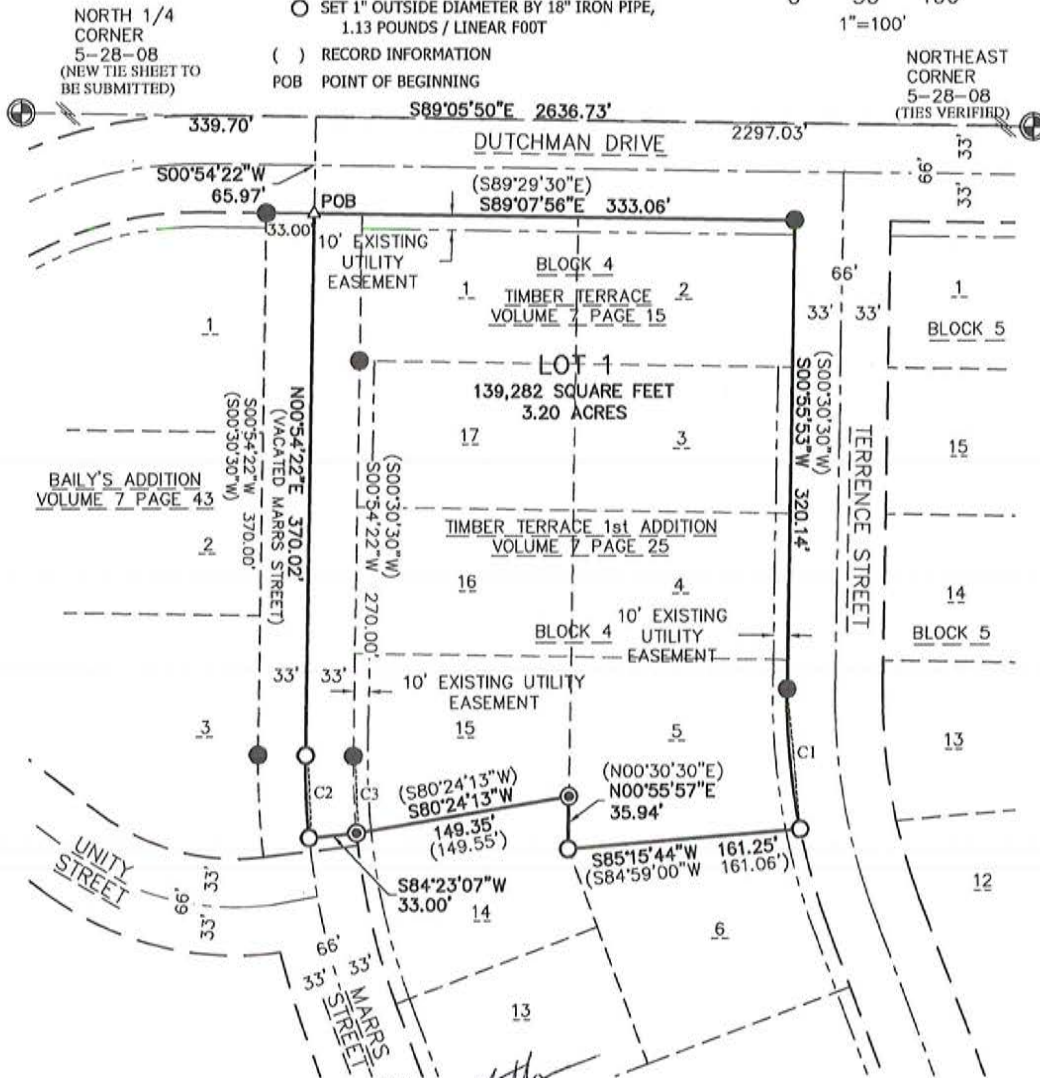
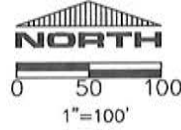
REGISTER

Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marris Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 5, WHICH IS ASSUMED TO BEAR S89°05'50"E.

LEGEND

- ⊕ FOUND 2 1/4" OUTSIDE DIAMETER IRON PIPE
- ⊙ FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" IRON BAR
- △ SET MAGNAIL
- SET 1" OUTSIDE DIAMETER BY 18" IRON PIPE, 1.13 POUNDS / LINEAR FOOT
- () RECORD INFORMATION
- POB POINT OF BEGINNING



- NOTES:
1. SEE SHEET 2 FOR CURVE TABLE.
 2. FIELDWORK COMPLETED 8/27/2018.

Owner:
C & E Lighthouse Properties LLC
1750 Hallie Road
Chippewa Falls, WI 54729

SHEET 1 OF 2 SHEETS



EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
 1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
 PH: (715) 831-0654 • EMAIL: INFO@KLD3.NET

CHIPPEWA CO. CERTIFIED SURVEY

MAP NO. _____

RECORDED IN VOL. _____ OF THE CERTIFIED SURVEY MAPS PAGE _____

Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Jeffrey C. Stockburger, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Craig Wurzer, I have surveyed Lot 1 and 2, Block 4 of "Timber Terrace", Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition", and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin. The parcel is more particularly described as follows:

Commencing at the North Quarter Corner of said Section 5;
 Thence S89°05'50"E, 339.70 feet along the north line of the Northeast Quarter;
 Thence S00°54'22"W, 65.97 feet to the northerly line of vacated Marrs Street and the point of beginning;
 Thence S89°07'56"E, 333.06 feet along said vacated Marrs Street and the southerly right-of-way line of Dutchman Drive to the westerly right-of-way line of Terrence Street;
 Thence S00°55'53"W, 320.14 feet along westerly right-of-way line of Terrence Street;
 Thence along said right-of-way line and the arc of a curve 96.25 feet, concave easterly, with a chord bearing of S05°17'35"E, a chord length of 96.06 feet, and a radius of 444.77 feet to the southeast corner of said Lot 5 "Timber Terrace 1st Addition";
 Thence S85°15'44"W, 161.25 feet along the southerly line of said Lot 5;
 Thence N00°55'57"E, 35.94 feet along the westerly line of said Lot 5 to the southeast corner of Lot 15 of said "Timber Terrace 1st Addition";
 Thence S80°24'13"W, 149.35 feet to the southwest corner of said Lot 15;
 Thence S84°23'07"W, 33.00 feet to the centerline of vacated Marrs Street;
 Thence along the centerline of vacated Marrs Street and the arc of a curve 56.41 feet, concave easterly, with a chord bearing of N02°21'15"W, a chord length of 56.37 feet, and a radius of 495.60 feet;
 Thence N00°54'22"E, 370.02 feet along said centerline of vacated Marrs Street to the point of beginning.

Said parcel contains 139,282 square feet or 3.20 acres of land, more or less.

I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter AE-7, and the City of Chippewa Falls Subdivision Ordinance. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.

Dated this _____ day of _____, 2018.

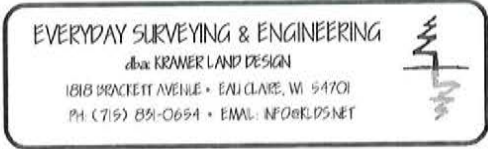
Jeffrey C. Stockburger, Wisconsin Professional Land Surveyor, S-2708
 Project Number: 18100

CURVE TABLE

CURVE	CHORD BEARING	CHORD	RADIUS	ARC	DELTA	TANGENT IN	TANGENT OUT
C1	S05°17'35"E	96.06'	444.77'	96.25'	12°23'55"	S00°54'23"W	S11°29'33"E
C2	N02°21'15"W	56.37'	495.60'	56.41'	6°31'15"	N05°36'53"W	N00°54'23"E
C3	N02°21'15"W (N02°45'06.5"W)	52.62'	462.60'	52.64'	6°31'13"		

Approved by the City of Chippewa Falls.

 Date



Attachment C
Proposed Condominium Plat

PRELIMINARY

PALISADES CONDOMINIUM

Lot 1 Certified Survey; Map Number XXXX recorded in Volume XX on Pages XXX-XXX, Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 25, and part of 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marris Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

LEGAL DESCRIPTION

All of Lot 1 Certified Survey; Map Number XXXX recorded in Volume XX on Pages XXX-XXX.

CURVE	CHORD BEARING	CHORD RADII	ARC	DELTA	TANGENT IN	TANGENT OUT
C1	S89°17'56"E	333.06'	180°	180°	S00°55'53"W	S11°08'43"E
C2	N00°54'22"E	370.02'	180°	180°	N00°54'22"E	N00°54'22"E

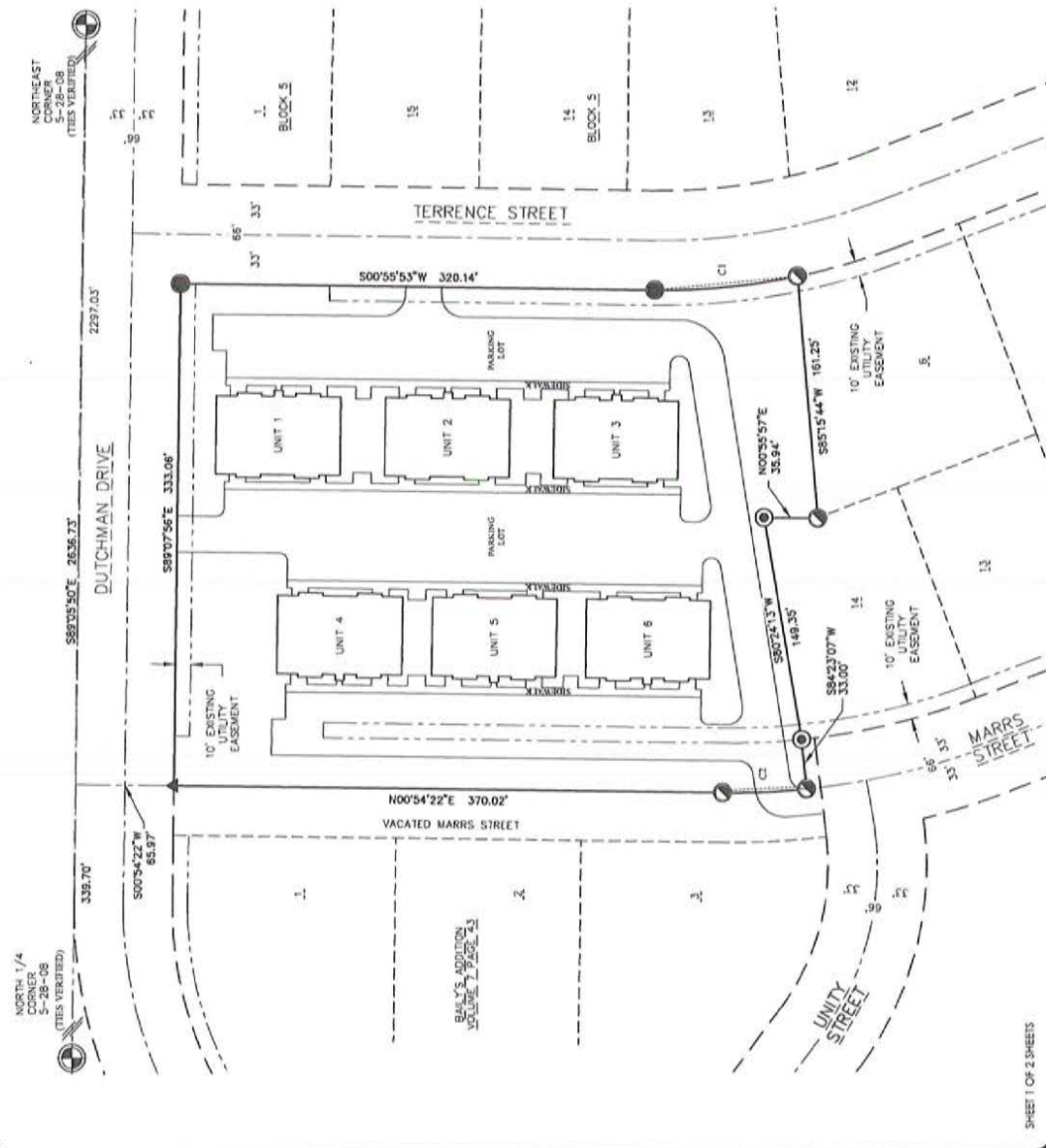
- Notes:**
- All areas that are not specified as a unit shall be considered a Common Element.
 - All sidewalks and access ways finished in, leading directly to or from, or adjacent to each Unit shall be considered a Limited Common Element.
 - Dimensions are given in feet and inches, and are not rounded.
 - Fieldwork was completed on 8-23-18.



- LEGEND**
- FOUND 2 1/4" OUTSIDE DIAMETER IRON PIPE
 - FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE
 - FOUND 1 1/4" IRON BAR
 - ▲ SET PINGUIN
 - FOUND 1" OUTSIDE DIAMETER IRON PIPE
 - () RECORD INFORMATION

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, WHICH IS ASSUMED TO BEAR S89°07'50"E.

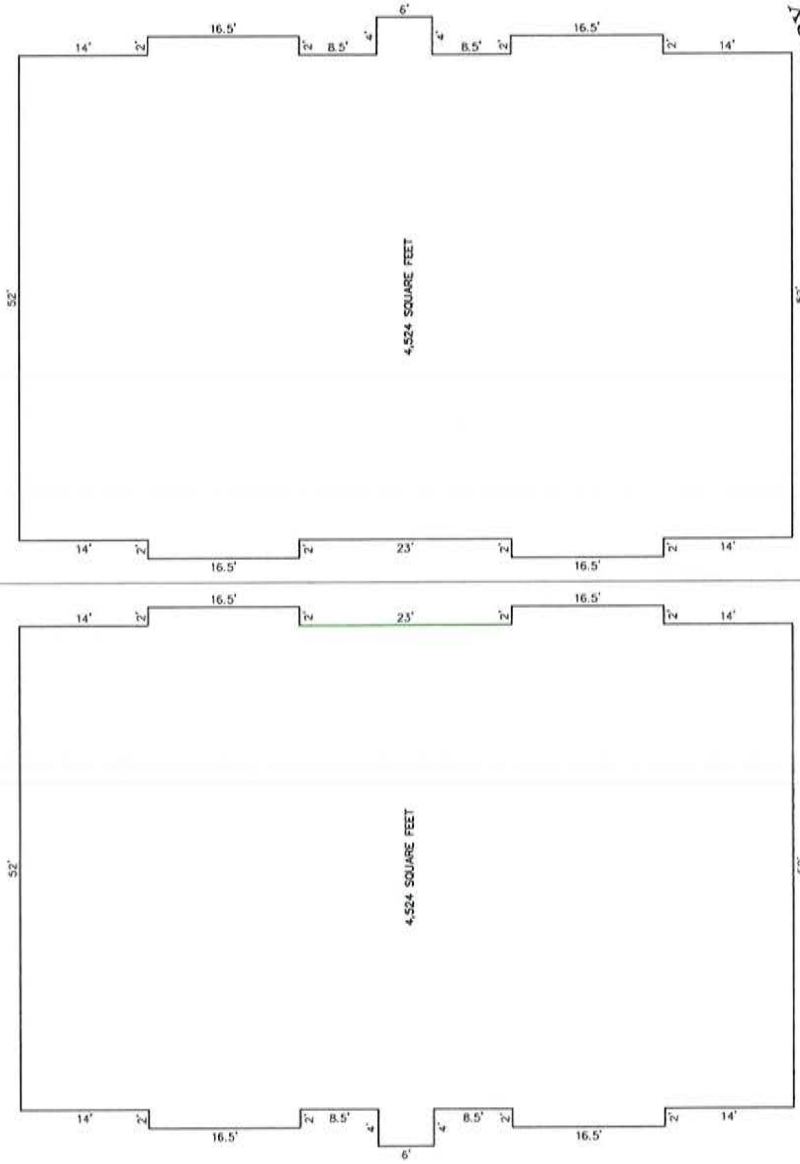
EVERYDAY SURVEYING & ENGINEERING
dba KRAMER LAND DESIGN
 1818 BRACKET AVENUE • EAU CLAIRE, WI 54701
 PH: (715) 891-0694 • EMAIL: INFO@UDS.NET



0 5 10
SCALE 1" = 10'

UNITS 1, 2, 3

UNITS 4, 5, 6



PRELIMINARY

PALISADES CONDOMINIUM

Lot 1 Certified Survey Map Number XXXX recorded in Volume XX on Pages XX-XX, Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marns Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

COMMON COUNCIL RESOLUTION

THE COMMON COUNCIL OF PALISADES CONDOMINIUM, IN THE CITY OF CHIPPEWA FALLS, IS HEREBY APPROVED BY THE COMMON COUNCIL.

APPROVED _____ (DATE) SIGNED _____

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL, CITY OF CHIPPEWA FALLS.

CITY CLERK _____

CHIPPEWA COUNTY CERTIFICATION

I, BRAD HENTSCHEL, CITY OF CHIPPEWA FALLS PLANNER HAVE REVIEWED THE PALISADES CONDOMINIUM AND CERTIFY PER WISCONSIN STATUTES 70.11(1)(I) THAT SUCH INSTRUMENT IS APPROVED FOR RECORDING.

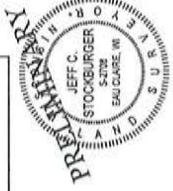
BRAD HENTSCHEL _____ DATED THIS _____ DAY OF _____, 2018.
CITY OF CHIPPEWA FALLS, PLANNER

SURVEYOR'S CERTIFICATE

I, Jeffrey C. Stockburger, Professional Land Surveyor, do hereby certify that I have surveyed the above described property at the request of Craig Wenzel and that this survey is an accurate representation of exterior boundary lines and the location of the building and improvements upon the property.

This plat is a correct representation of "Palisades Condominium" as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium building and units contained in the plat and the approximate dimensions and floor plan areas thereof.

Jeffrey C. Stockburger _____ Date _____
Jeffrey C. Stockburger



EVERYDAY SURVEYING & ENGINEERING

dba: KRAMER LAND DESIGN

1615 BRACKETT AVENUE • EAU CLAIRE, WI 54701

PH: (715) 891-0654 • EMAIL: INFO@EJUS.NET

Attachment D
Engineering Plans

C & E LIGHTHOUSE - PALISADES CONDO

RESIDENTIAL DEVELOPMENT

CITY OF CHIPPEWA FALLS

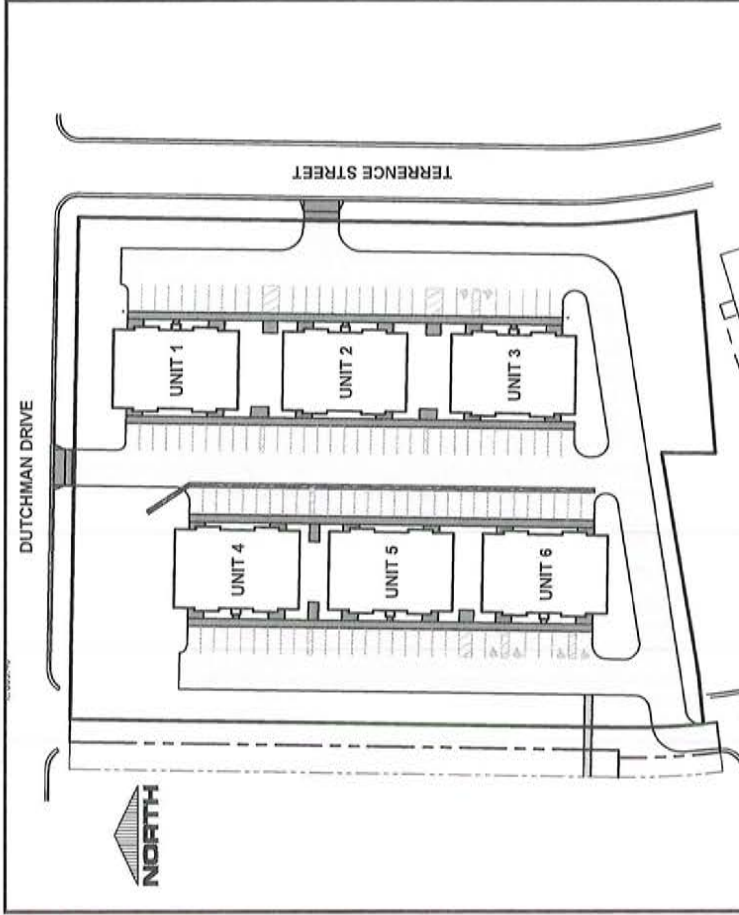
EVERYDAY SURVEYING & ENGINEERING

SHEET INDEX:

C100	TITLE SHEET
C101	EXISTING CONDITIONS PLAN
C102	SITE PLAN OVERVIEW
C103	SITE PLAN
C104	GRADING PLAN OVERVIEW
C105	UTILITY PLAN
C106	LANDSCAPE PLAN
C500	CONSTRUCTION DETAILS

OWNER:
 MR. CRAIG WURZER
 C & E WURZER
 1750 BUSINESS HIGHWAY "53"
 CHIPPEWA FALLS, WI 54729
 PHONE: 715-839-9701
 EMAIL: CRAIGWURZER@GMAIL.COM

ENGINEER:
 EVERYDAY SURVEYING
 & ENGINEERING, LLC
 MR. MARK ERICKSON, P.E.
 1818 BRACKETT AVENUE
 EAU CLAIRE, WI 54701
 EMAIL: MARK@ESELLC.CO
 PHONE: 715-831-0654



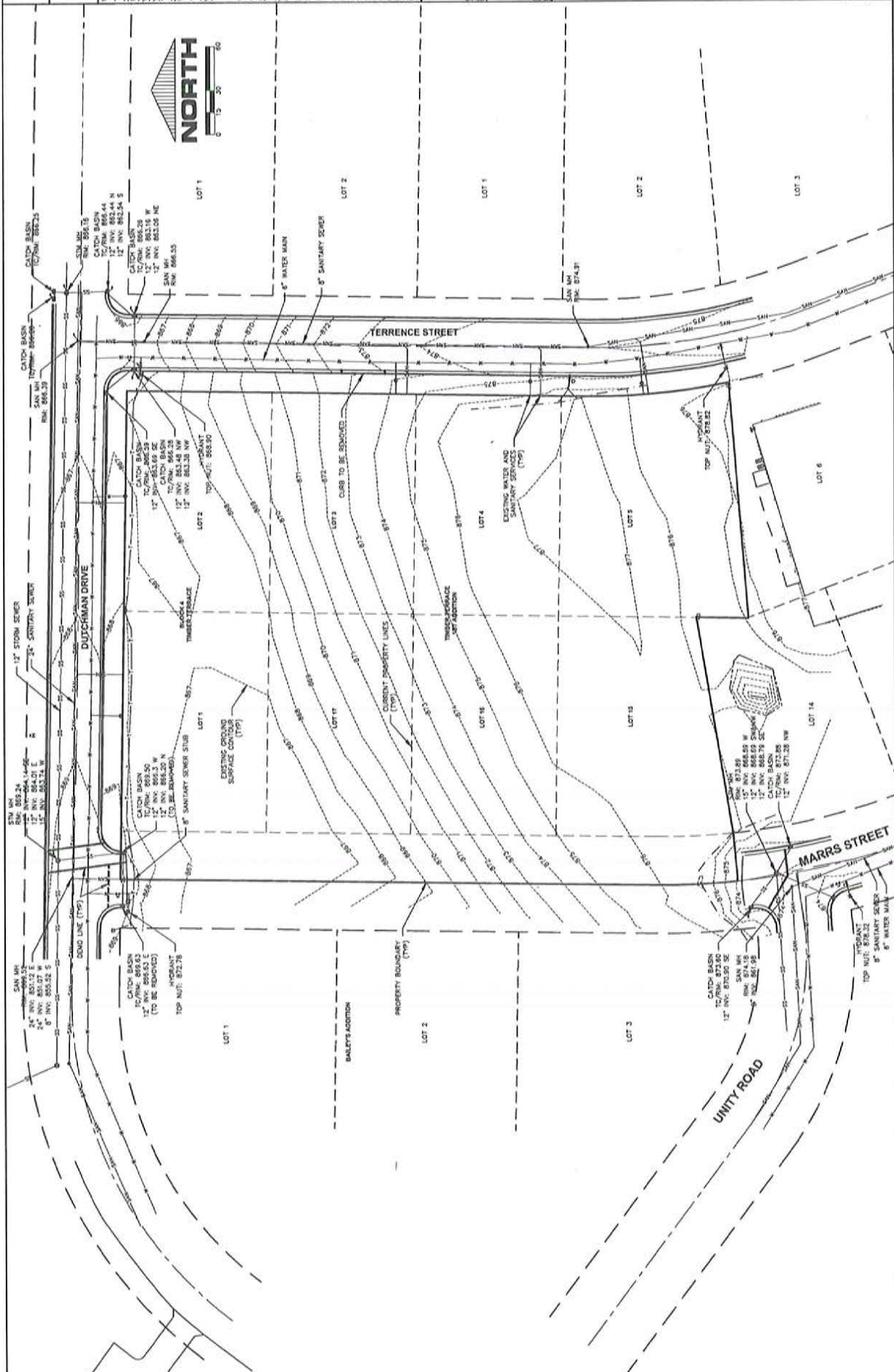
PROJECT SITE
 DUTCHMAN DRIVE AND TERENCE STREET
 CITY OF CHIPPEWA FALLS
 (N.T.S.)



VICINITY MAP
 (N.T.S.)



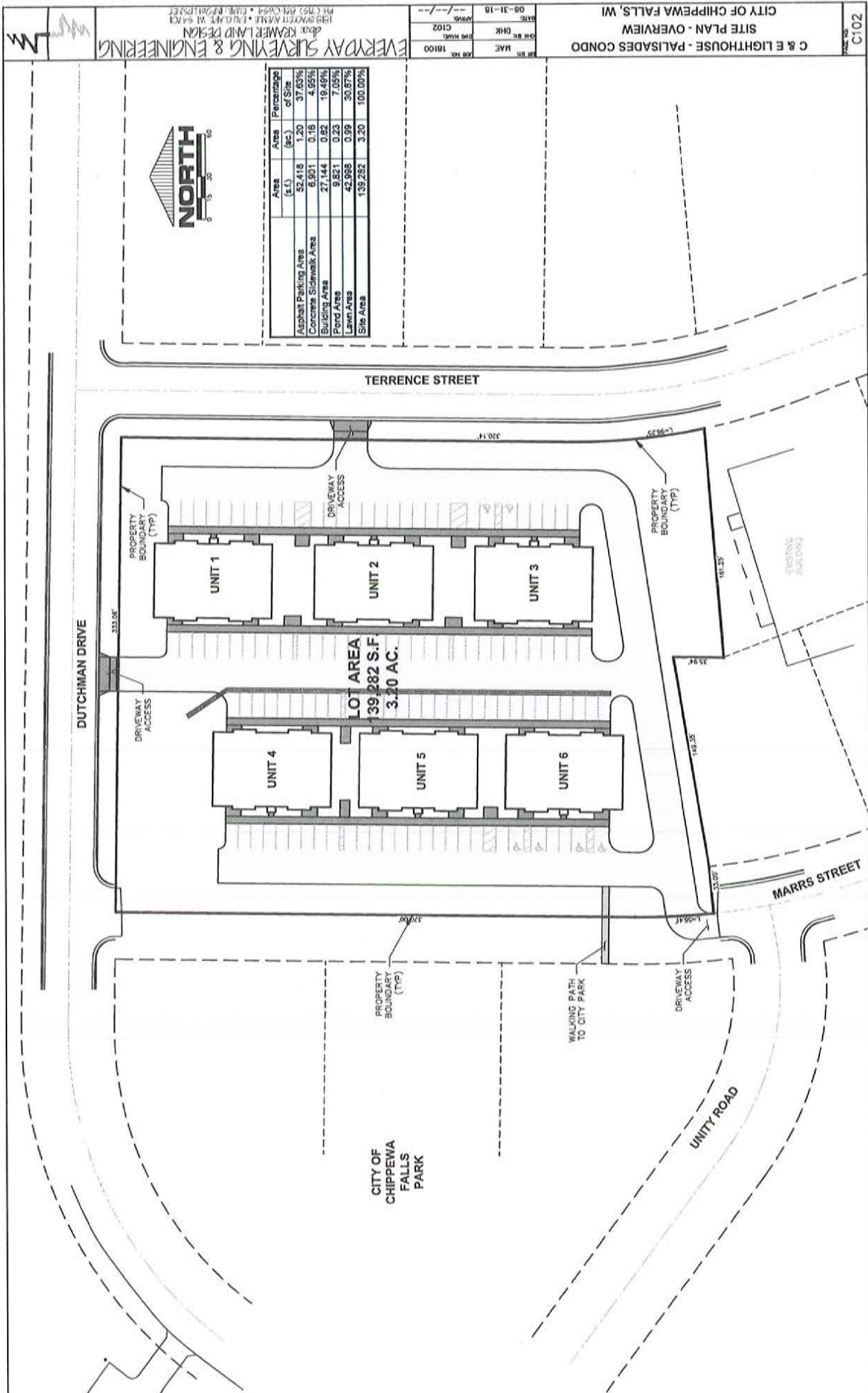
ESE PROJECT #: 18100
 DATE: 08-31-18



DATE	08-31-18
BY	DHK
PROJECT	C102
SCALE	1/8" = 1'-0"

EVERYDAY SURVEYING & ENGINEERING
 195 W. CENTER AVENUE • SUITE 101
 CHIPPewa FALLS, WI 54601
 PH: (715) 845-0054 • FAX: (715) 845-0057

Area	Area (sq. ft.)	Percentage of Site
Asphalt Parking Area	52,418	37.63%
Concrete Sidewalk Area	9,301	4.95%
Building Area	27,144	19.49%
Pond Area	9,821	7.05%
Lawn Area	42,988	30.87%
Site Area	139,282	100.00%



TERRENCE STREET

DUTCHMAN DRIVE

MARRIS STREET

UNITY ROAD

CITY OF CHIPPEWA FALLS PARK

LOT AREA
 139,282 S.F.
 3.20 AC.

UNIT 1

UNIT 2

UNIT 3

UNIT 4

UNIT 5

UNIT 6

CITY OF CHIPPEWA FALLS PARK

WALKING PATH TO CITY PARK

EXISTING SIDEWALK

PROPERTY BOUNDARY (TYP)

PROPERTY BOUNDARY (TYP)

PROPERTY BOUNDARY (TYP)

DRIVEWAY ACCESS

DRIVEWAY ACCESS

DRIVEWAY ACCESS

320.14'

1-58.25'

191.25'

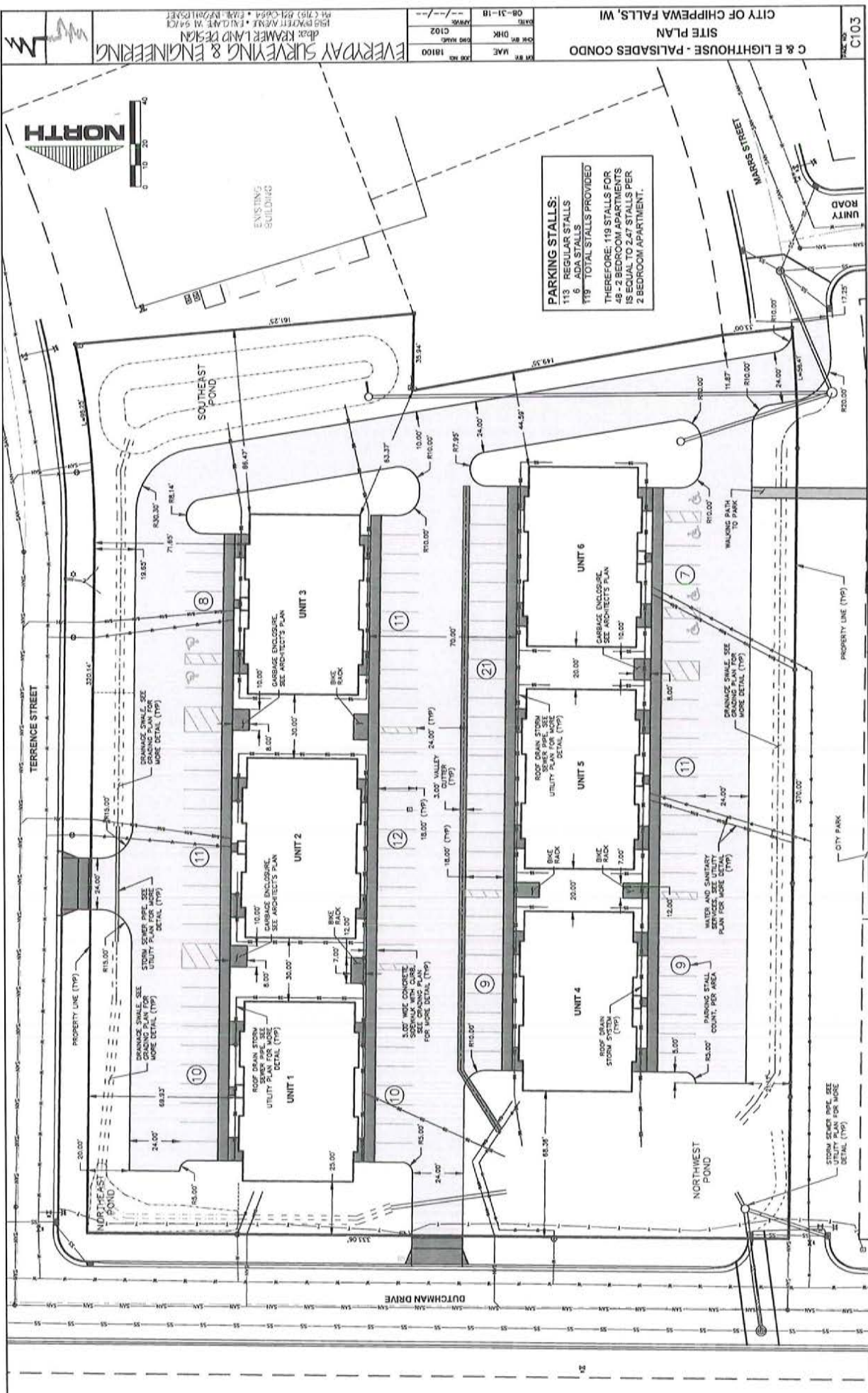
333.95'

35.94'

149.35'

13.00'

1-58.41'



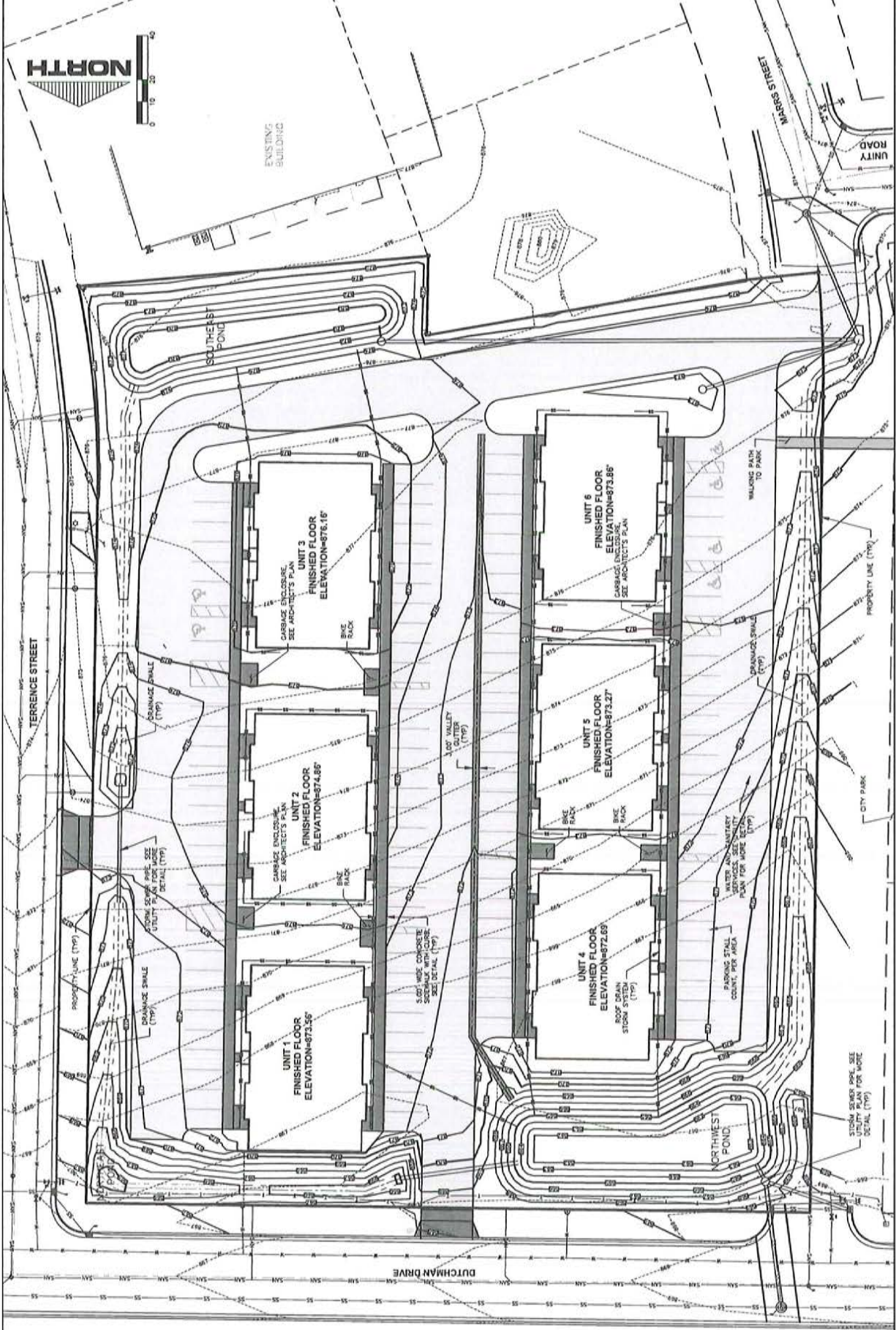
PARKING STALLS:
 113 REGULAR STALLS
 6 ADA STALLS
 119 TOTAL STALLS PROVIDED
 THEREFORE 119 STALLS FOR
 48 - 2 BEDROOM APARTMENTS
 IS EQUAL TO 2.47 STALLS PER
 2 BEDROOM APARTMENT.

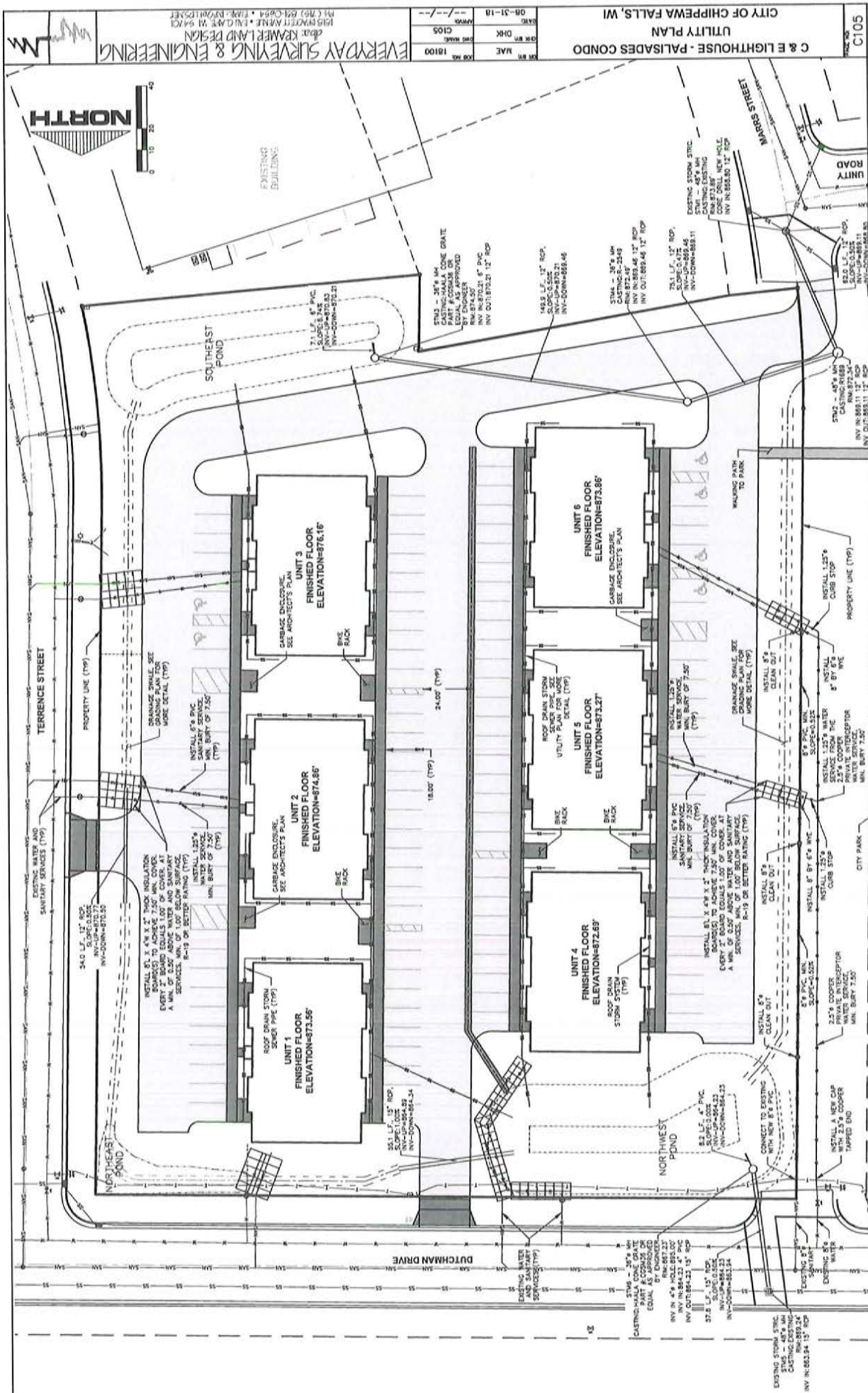
EVERYDAY SURVEYING & ENGINEERING
 dbx KRAMEL AND DESIGN
 1516 BRACKET AVENUE • ENCLAVE #104
 PH: (718) 251-0284 • FAX: (718) 251-0287

DATE	08-31-18
SCALE	AS SHOWN
DRW	DKH
DATE	0102
SCALE	AS SHOWN
DATE	18100

C & E LIGHTHOUSE - PALISADES CONDO
 SITE PLAN
 CITY OF CHIPPEWA FALLS, WI

PROJECT: CT103





EVERYDAY SURVEYING & ENGINEERING
 1815 BUCKINGHAM AVENUE, SUITE 100
 PALM BEACH, FLORIDA 33480
 TEL: (561) 833-1111 FAX: (561) 833-1112
 www.everydayse.com

C & E LIGHTHOUSE - PALISADES CONDO
 UTILITY PLAN
 DATE: 08-31-18
 DRAWN BY: DAK
 CHECKED BY: NAE
 SCALE: 1/8" = 1'-0"

CITY OF CHIPPEWA FALLS, WI

PROJECT NO: C105
 SHEET NO: 18100



EXISTING STORM STRIC
 STMS - 48" DIA
 CASTING EXISTING
 INV IN: 882.84 13' ROP

EXISTING 8" PVC
 WATER
 SERVICE
 INV IN: 882.84 13' ROP

EXISTING 8" PVC
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 INV IN: 882.84 13' ROP

EXISTING 8" PVC
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EXISTING 8" PVC
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 SERVICE
 INV IN: 882.84 13' ROP

EXISTING WATER AND
 SANITARY SERVICES (TYP)

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PROPERTY LINE (TYP)

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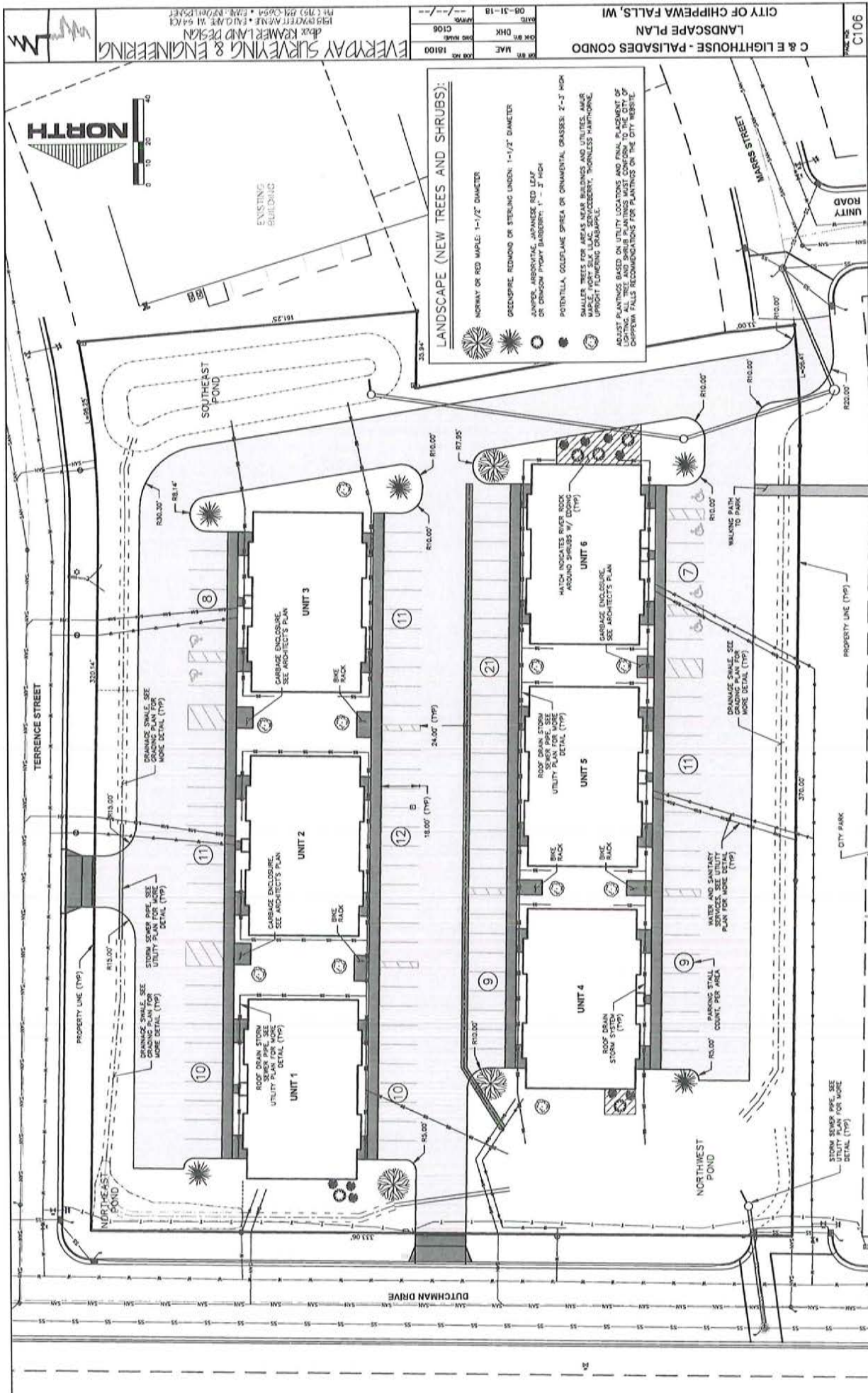
PROPERTY LINE (TYP)

PROPERTY LINE (TYP)

PROPERTY LINE (TYP)

PROPERTY LINE (TYP)

PROPERTY LINE (TYP)



LANDSCAPE (NEW TREES AND SHRUBS):

- NORWAY OR RED MAPLE: 1-1/2" DIAMETER
- GREENSPICE, REDWOOD OR STERLING LINDEN: 1-1/2" DIAMETER
- JAPANESE ARBORIZING, JAPANESE RED LEAF OR DRAGON PRONY BARBERRY: 1' - 3' HIGH
- POTENTILLA, GOLD-LAME SPIREA OR ORNAMENTAL GRASSES: 2'-3' HIGH
- SMALLER TREES FOR AREAS NEAR BUILDINGS AND UTILITIES: MAIZE MAPLE, HORT. SIA LIAL, SERVICEDRIFT, THORNLESS HAWTHORNE, UPRIGHT FLOWERING DRABAPPLE.

DO NOT PLANT TREES OR SHRUBS IN UTILITY LOCATIONS AND SHALL BE PLANTING IN ACCORDANCE WITH THE CITY OF CHIPPewa FALLS RECOMMENDATIONS FOR PLANTINGS ON THE CITY RESERVE.

EVERYDAY SURVEYING & ENGINEERING
 1915 GUYVERT AVENUE • FOND DU LAC, WI 54931
 PH: (715) 871-0254 • FAX: (715) 871-0257
 DEAN KRAMER, LAND DESIGN

DATE	18/100
BY	MAE
CHK	DHK
APP	C106
NO	08-31-18

C & E LIGHTHOUSE - PALISADES CONDO
 LANDSCAPE PLAN
 CITY OF CHIPPEWA FALLS, WI

SCALE: 1" = 10'-0"

NORTH

EXISTING BUILDING

TERRENCE STREET

DUTCHMAN DRIVE

MARKS STREET

UNITY ROAD

PROPERTY LINE (TYP)

CITY PARK

STORM SEWER PIPE, SEE UTILITY PLAN FOR MORE DETAIL (TYP)

ROOF DRAIN STORM UTILITY PLAN FOR MORE DETAIL (TYP)

ROOF DRAIN STORM UTILITY PLAN FOR MORE DETAIL (TYP)

ROOF DRAIN STORM UTILITY PLAN FOR MORE DETAIL (TYP)

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ROOF DRAIN STORM UTILITY PLAN FOR MORE DETAIL (TYP)

ROOF DRAIN STORM UTILITY PLAN FOR MORE DETAIL (TYP)

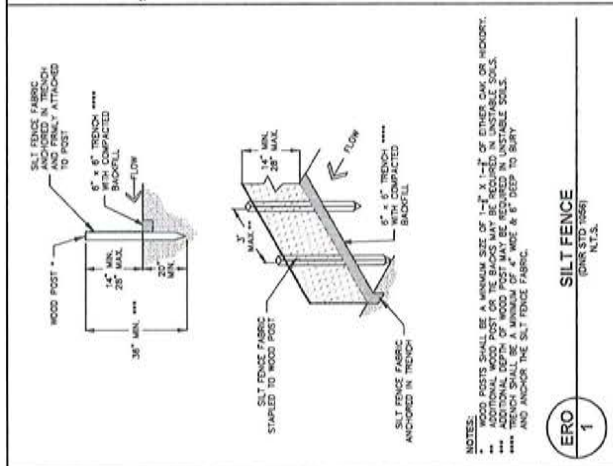
ROOF DRAIN STORM UTILITY PLAN FOR MORE DETAIL (TYP)

ROOF DRAIN STORM UTILITY PLAN FOR MORE DETAIL (TYP)

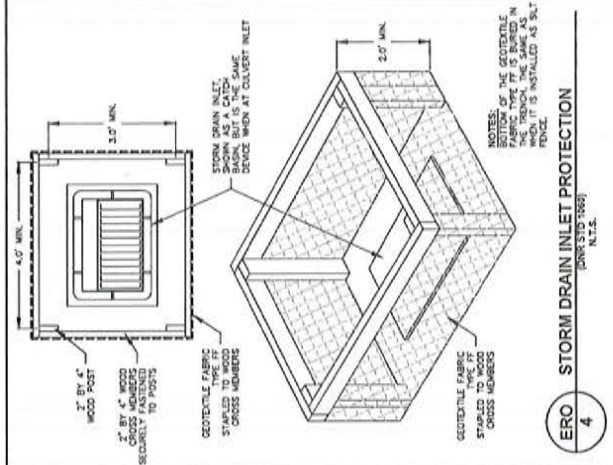
ROOF DRAIN STORM UTILITY PLAN FOR MORE DETAIL (TYP)

ROOF DRAIN STORM UTILITY PLAN FOR MORE DETAIL (TYP)

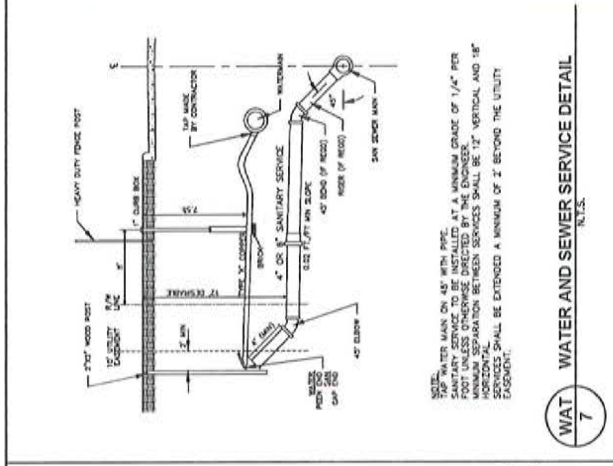
ROOF DRAIN STORM UTILITY PLAN FOR MORE DETAIL (TYP)



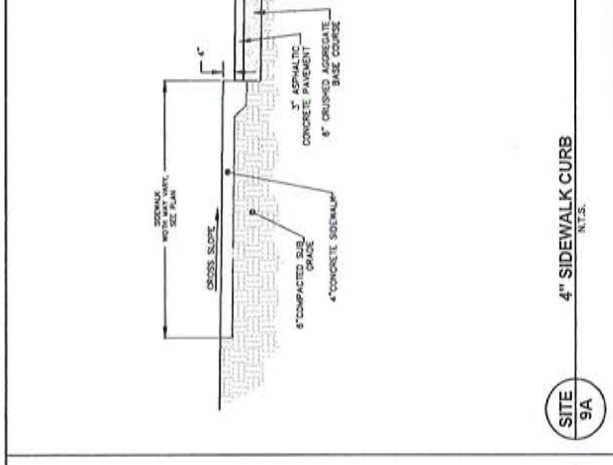
ERO 1
SILT FENCE
(SPECS 1008)
N.T.S.



ERO 4
STORM DRAIN INLET PROTECTION
(SPECS 310, 309)
N.T.S.



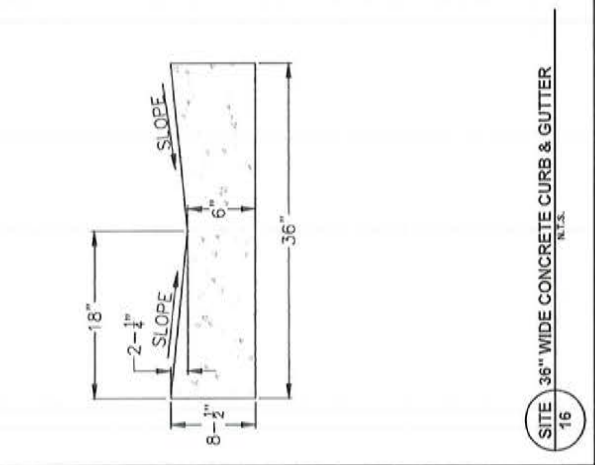
WAT 7
WATER AND SEWER SERVICE DETAIL
N.T.S.



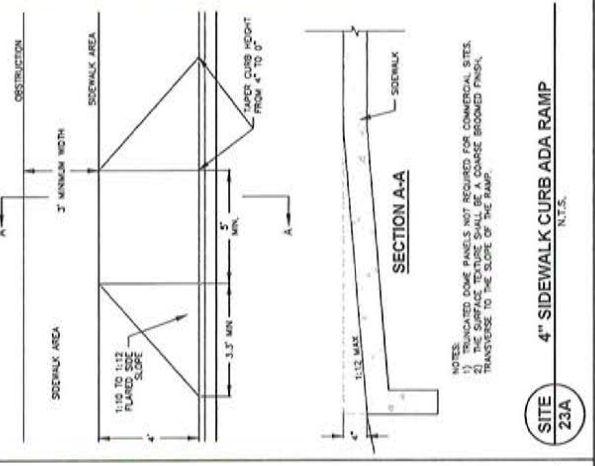
SITE 9A
4\"/>



SITE 16
36\"/>



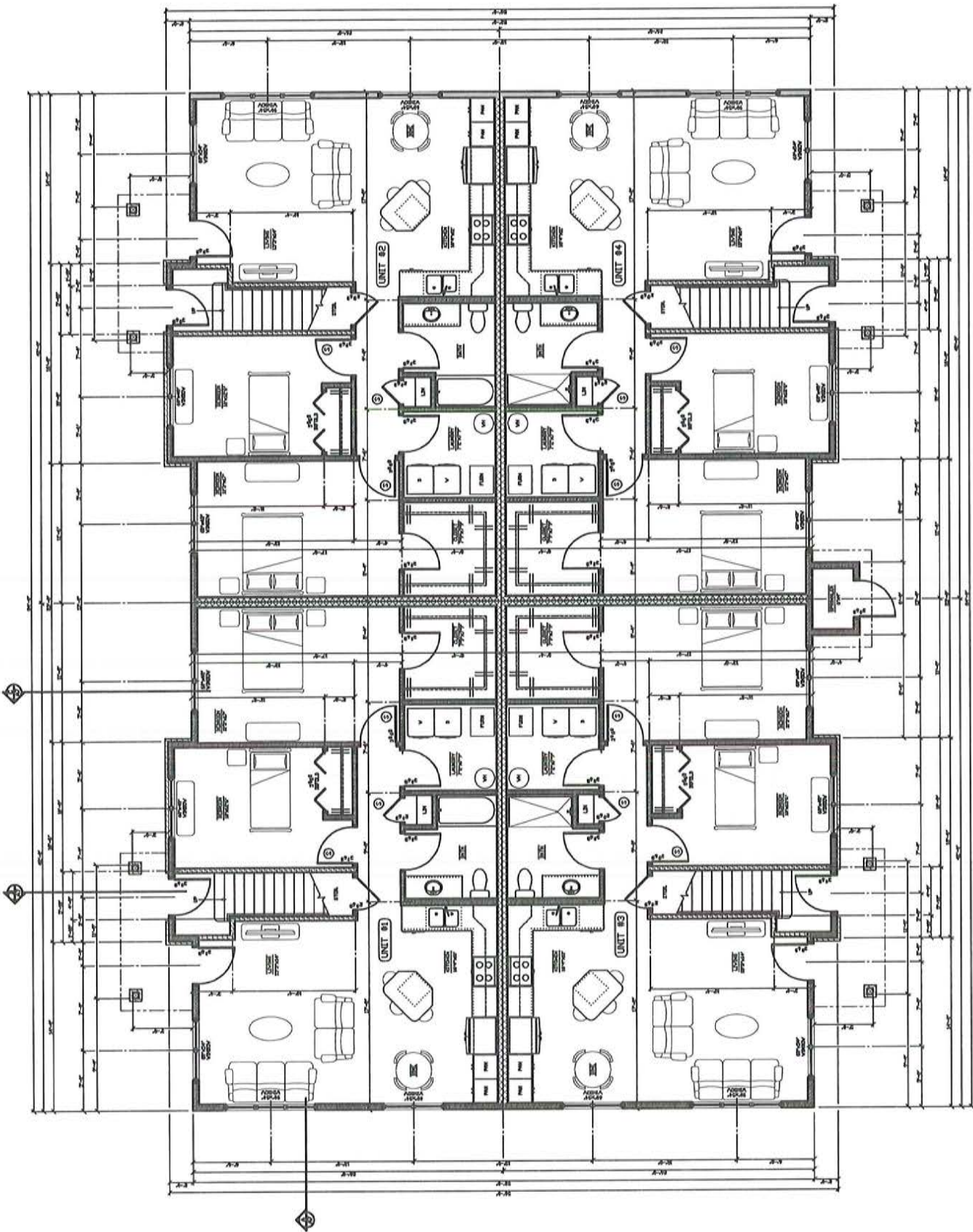
SITE 23A
4\"/>



SITE 34
PARKING LOT ASPHALT SECTION
N.T.S.

Attachment E

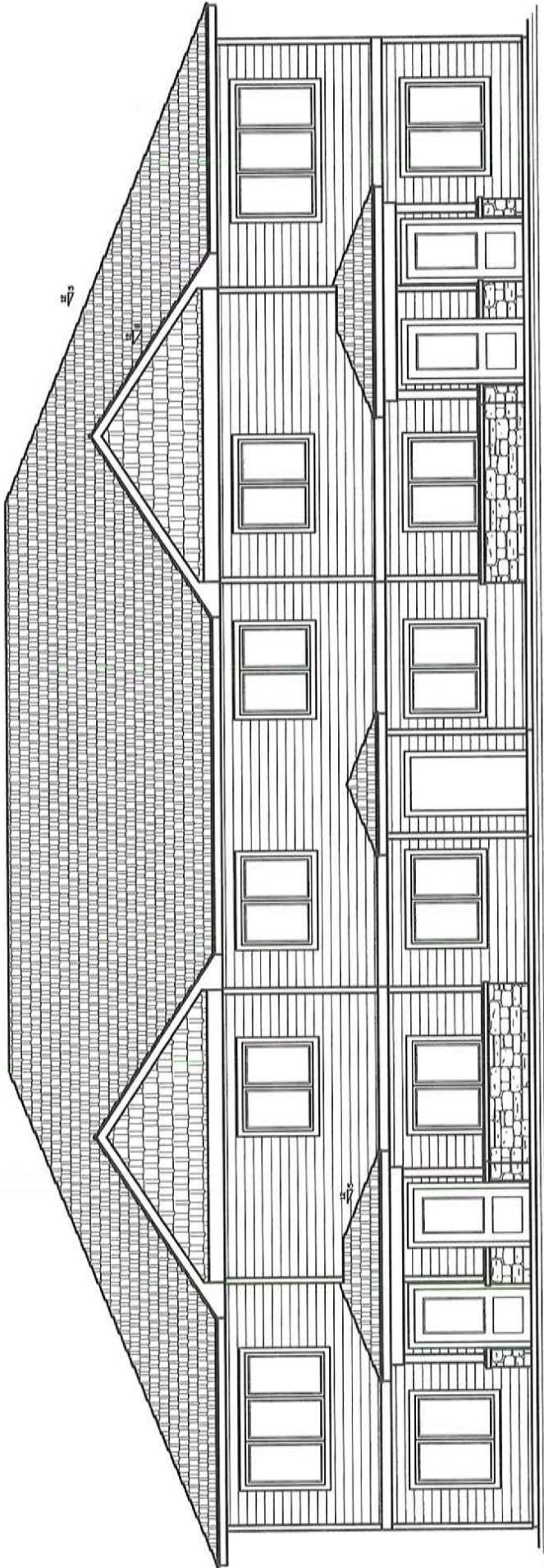
Building Plans



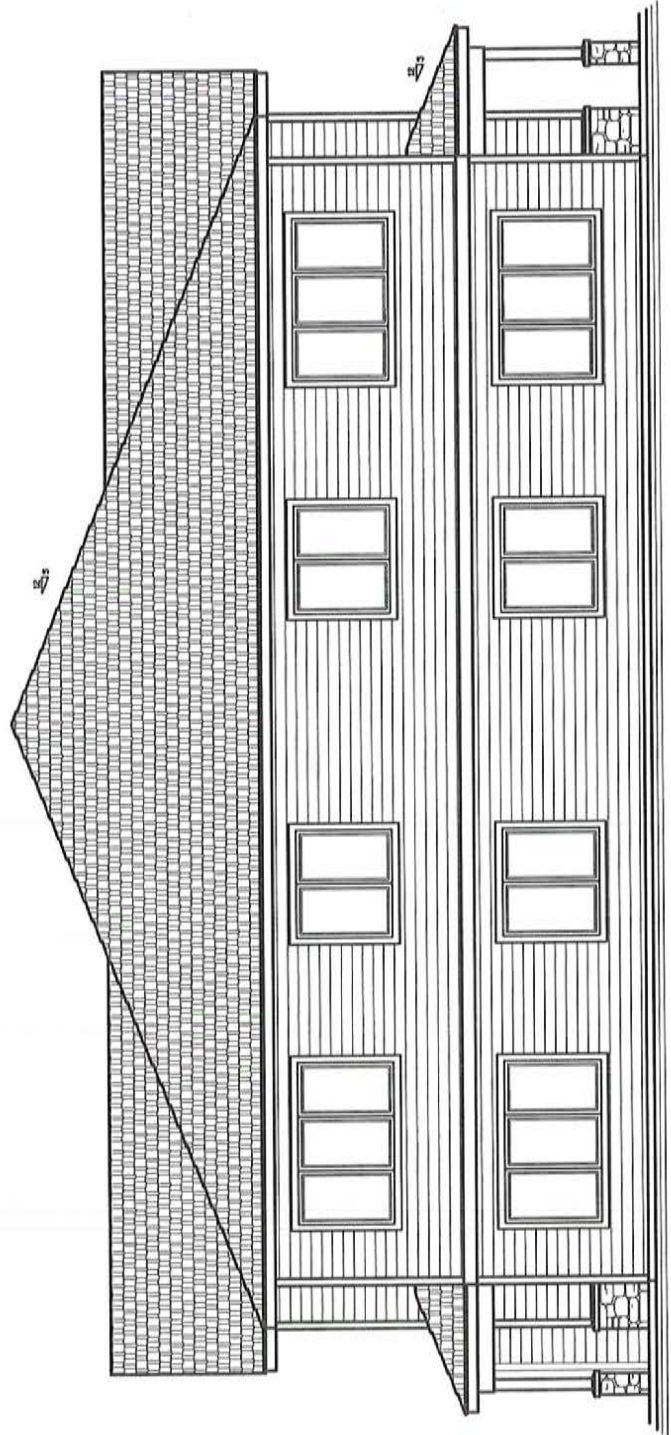
- WALL TYPES**
- IMPACT RESISTANT GLASS & SPIDER WALL FINISH
 - IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH
 - IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH - 3/4" CLEARANCE FROM FLOOR TO TOP OF GLASS
 - IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH - 3/4" CLEARANCE FROM FLOOR TO TOP OF GLASS
 - IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH - 3/4" CLEARANCE FROM FLOOR TO TOP OF GLASS
 - IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH - 3/4" CLEARANCE FROM FLOOR TO TOP OF GLASS
 - IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH - 3/4" CLEARANCE FROM FLOOR TO TOP OF GLASS
 - IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH - 3/4" CLEARANCE FROM FLOOR TO TOP OF GLASS

- (C) - INDICATED BY APPROVED BIDDING INSTRUMENT AS PER 02 91 20 00
- IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH
- IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH
- IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH
- IMPACT RESISTANT GLASS WITH SPIDER WALL FINISH





4 SOUTH ELEVATION
 1/4" = 1'-0"
 NORTH ELEVATION SW/LAND



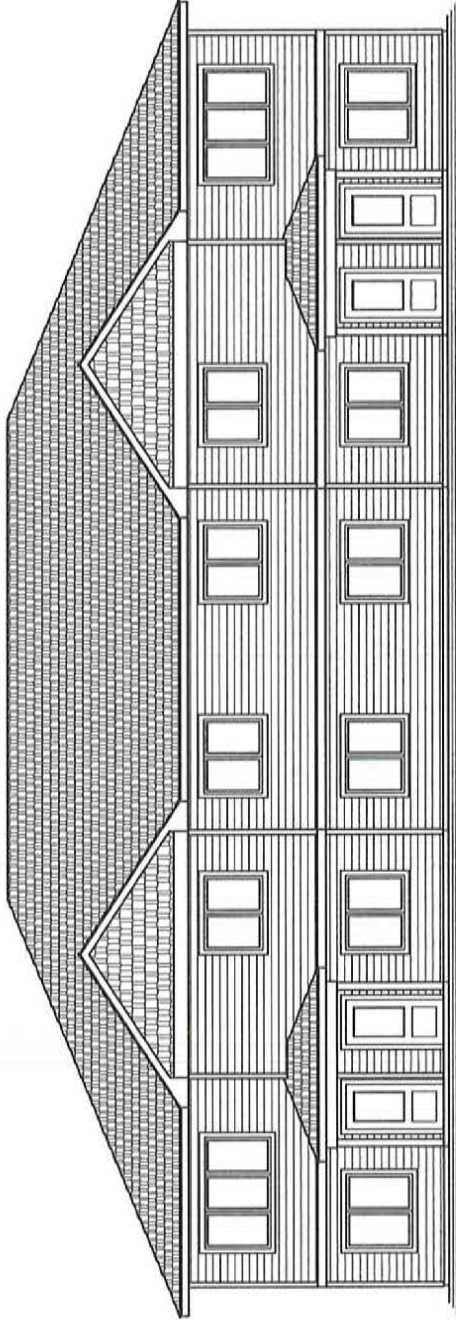
5 EAST ELEVATION
 1/4" = 1'-0"
 WEST ELEVATION SW/LAND

ROBERT JOHNSON
5201 STONEMOOD DRIVE
EAU CLAIRE, WI 54703
CELL: (715) 858-0330

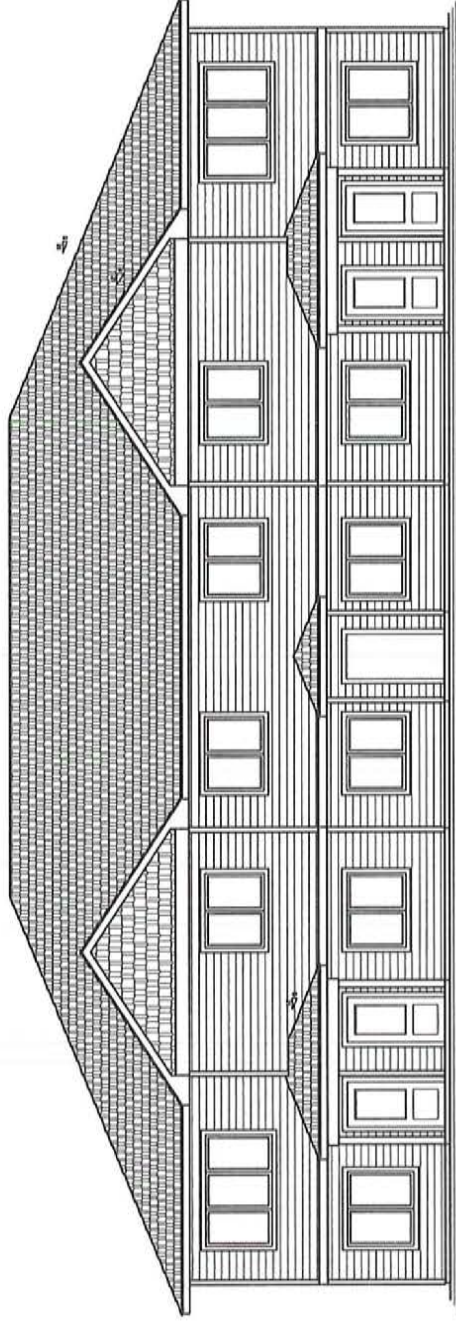
C&E LIGHTHOUSE PROPERTIES
CHIPPEWA FALLS, WI

ORIGINAL
8-21-08
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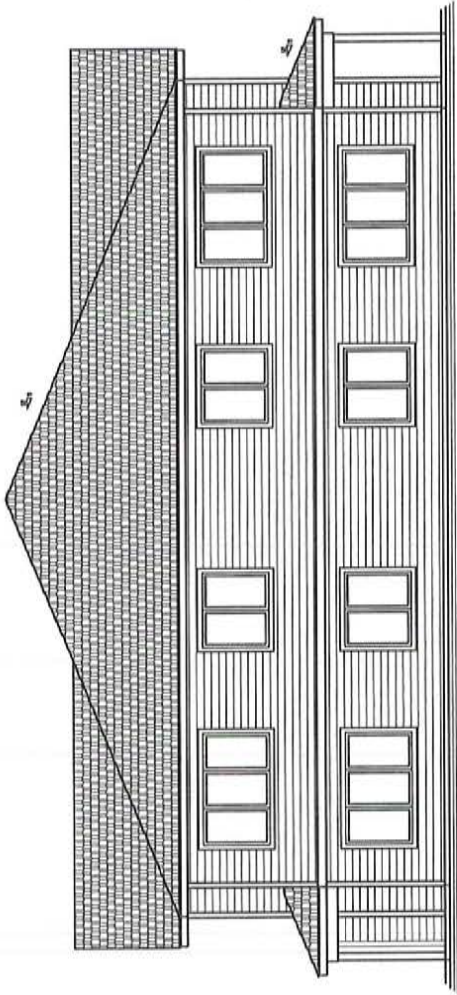
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1 of 2



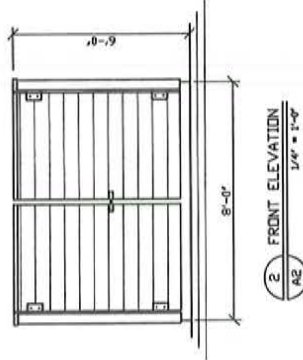
1 NORTH ELEVATION
1/8" = 1'-0"



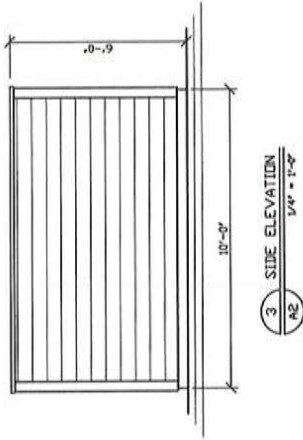
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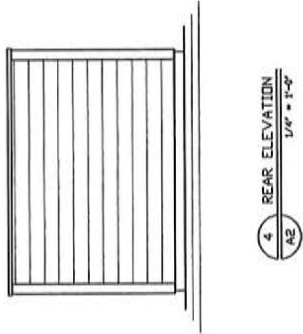
1 EAST ELEVATION
 1/4" = 1'-0"
 WEST ELEVATION SIMILAR



2 FRONT ELEVATION
 1/4" = 1'-0"



3 SIDE ELEVATION
 1/4" = 1'-0"



4 REAR ELEVATION
 1/4" = 1'-0"

TYPICAL RECYCLING CENTER ENCLOSURE

Attachment F
Condominium Documentation

Document No.

**DECLARATION OF
CONDOMINIUM**

RETURN TO:
Ruder Ware, L.L.S.C.
Attn: Paul J. Mirr
P.O. Box 187
Eau Claire, WI 54702-0187

See attached Exhibit A.
Parcel Numbers

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made effective as of August 29, 2018 (the "Effective Date"), by **CE LIGHTHOUSE PROPERTIES, LLC**, a Wisconsin limited liability company (the "Declarant").

1. DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.2), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

2. NAME, DESCRIPTION OF PROPERTY

2.1 Name. The name of the condominium created by this Declaration (the "Condominium") is **PALISADES CONDOMINIUM**.

2.2 Legal Description. The land comprising the Property (the "Land") is located in the City of Chippewa Falls, County of Chippewa, State of Wisconsin, and is legally described on **Exhibit A** attached hereto and made a part hereof.

2.3 Address. The address of the Condominium is 1750 Hallie Road, Suite #1, Chippewa Falls, WI 54729.

3. DESCRIPTION OF UNITS

3.1 Identification of Units. The Condominium shall initially consist of six (6) units (individually a “Unit” and collectively the “Units”) located in the buildings (individually, a “Building” and, collectively, the “Buildings”) identified on the condominium plat attached hereto as **Exhibit B** and made a part hereof (the “Condominium Plat”), together with the Common Elements as described in Article 4 below. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 through 6, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a “Unit Owner.” When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.2 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) **Upper Boundary.** The upper boundary of the Unit shall be the exterior surface of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the lower surface of the bottom of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be vertical planes of the exterior of the perimeter walls extending in either case to the intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. Furthermore and notwithstanding any provision to the contrary herein, all aspects inside and on the exterior of each Building are to be considered part of the Units of such Building, and not part of the Common Elements.

3.3 Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 3.2:

(a) Windows, balconies, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The foundations, columns, pilasters, girders, beams, supports, main walls within each Building (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(h) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

(i) Those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit.

Notwithstanding any provision to the contrary herein, all aspects inside and on the exterior of each Building are to be considered part of the Units of such Building, and not part of the Common Elements.

3.4 Unbuilt Units. The Unit Owners of all Units within any Building not yet constructed shall have the right, at their sole cost and expense, to construct such Building in accordance with the Condominium Plat. Until such Building has been substantially completed, such Unit Owners shall bear the entire cost of construction, maintenance, repair, and insurance of the Building, and shall maintain builder's risk insurance for such Building. Upon substantial completion of any Building, the Unit Owners thereof shall notify the Association, at which point such portions of the Building that are Common Elements shall be maintained, repaired, replaced, and insured by the Association, and the costs thereof shall be Common Expenses. A Building shall be considered "substantially complete" if it houses any Unit for which an occupancy permit has been issued.

4. COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.1 Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway, private streets, pedestrian walkways, if any, situated on the Land;
- (c) Underground water and sewer utilities serving multiple Units; and
- (d) Any other portion of the improvements to the Land that is not part of a Unit as described above.

4.2 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) All sidewalks and access ways attached to, leading directly to or from, or adjacent to each Unit; and

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any.

4.3 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.2 and 3.3 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.3, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

5. PERCENTAGE INTERESTS; VOTING

5.1 Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article 6, the Percentage Interest shall be recalculated. Initially, each Unit's Percentage shall be 16.67%.

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

5.3 Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article 8).

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

5.5 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has 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.

6. RIGHT TO EXPAND [INTENTIONALLY OMITTED]

7. CONDOMINIUM ASSOCIATION

7.1 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as **PALISADES CONDOMINIUM ASSOCIATION, INC.** (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonstock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

7.2 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.3, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership 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) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers, assuming that the Condominium has been fully expanded under Article 6; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.3 Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors.

7.4 Maintenance and Repairs.

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except patios and balconies) and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

(b) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas or balconies appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.11.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.7.

(c) **Damage Caused by Unit Owners or Occupants.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

7.5 Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 7.4, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.6 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, any Unit for which an occupancy permit has not been issued shall be exempt from General Assessments until the occupancy permit is issued. If, however, any Unit is so exempt, the General Assessments payable by the nonexempt Unit Owners shall not exceed the amount set forth in the budget per Unit that they would be charged if the Condominium were fully built out, with all Units and Common Elements completed, and all Units in the Condominium were subject to full General Assessments. If this results in the total General Assessments being insufficient to cover the total Common Expenses, the deficit shall be assessed pro rata (based on their respective interests in the Common Elements) to the Unit Owners of the exempt Units. Furthermore, if the Association has established a reserve account, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

7.7 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.5 and Section 11.5; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.4 and Article 14, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.8 Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.6 and Section 11.6, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

7.9 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the

Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

8. ALTERATIONS AND USE RESTRICTIONS

8.1 Unit Alterations.

(a) General Restrictions on Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) Alteration to Adjoining Units. A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) Percentage Interest Upon Acquisition of Adjoining Units. If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.1 above.

8.2 Separation, Merger, and Boundary Relocation.

(a) General Restrictions. Boundaries between Units may be relocated upon compliance with Wis. Stat. § 703.13(6) and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Wis. Stat. § 703.13(7) and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Wis. Stat. § 703.13(8) and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected.

(b) Procedure. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and

preparing any documentation, whether or not the application is ultimately approved. When any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

(1) In the case of a boundary relocation, the Percentage Interests formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the Percentage Interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association formerly appurtenant to the Units whose boundaries are being adjusted shall be reallocated in the same manner.

(2) In the case of a Unit separation, the Percentage Interests appurtenant to each Resulting Unit shall be determined as follows: for each Resulting Unit, the Percentage Interest appurtenant to the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be reallocated in the same manner.

(3) In the case of the merger of two or more Units, the Percentage Interests appurtenant to the resulting Unit shall be the combined Percentage Interests of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(4) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

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

- (a) keeping his or her personal business or professional records or accounts in his or her Unit;
- (b) handling his or her personal or business records or accounts in his or her Unit; or
- (c) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.3 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.4 Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.1. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.5 Lease of Units.

(a) Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

(1) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(2) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

(b) Liability of Unit Owner. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.5 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.6 Signs. Except as expressly permitted in Wis. Stat. § 703.105, no sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.7 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.8 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

8.9 Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

8.10 Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

9. INSURANCE

9.1 Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article 10.

9.2 Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.3 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.4 Directors' and Officers' Insurance. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

9.5 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the

Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.6 Standards for All Insurance Policies. All insurance policies provided under this Article 9 shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A", as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

10. RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.1 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.1.

(a) **Damage Less Than Five Percent of Replacement Cost.** If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) **Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) **Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is

equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.1(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.2 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.3 Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.1), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.1 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.6.

10.5 Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.6 Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.7 Partition and Sale Upon Consent. If following damage or destruction described in Section 10.1(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Chippewa County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund

and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

10.8 Mortgagees' Consent Required. No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

11. CONDEMNATION

11.1 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.2 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.2, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

11.2 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.3 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

11.4 Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.5 Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

11.6 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.7 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.8 Partition and Sale Upon Consent. If, pursuant to Section 11.2, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Chippewa County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

12. MORTGAGEES

12.1 Notice. 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 matters:

(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, or the Bylaws.

(b) After 30 days, any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, 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.

12.2 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.1 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.

12.3 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.4 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more

than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

13. AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article 6 (if applicable), the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Chippewa County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article 6.

14. REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Chippewa County Zoning Department to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article 7), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (a) the date of the Association's denial of such petition, or (b) the passage of the aforementioned 30-day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article 7. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of

this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

15. MISCELLANEOUS

15.1 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to any public or semi-public utility companies easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, 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, so far as 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.

15.2 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.4. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

15.3 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.6. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

15.5 Access to Condominium by the Declarant and Owners of Unbuilt Units. During any period in which (1) Declarant is constructing any Building or other improvements on the Property; (2) all Unit Owners of units within a Building are constructing such Building and Limited Common Elements appurtenant to such units; or (3) Declarant is replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

15.6 Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is **CRAIG WURZER**, 1750 Hallie Road, Suite 1, Chippewa Falls, Wisconsin 54729. The resident agent may be changed by the Association in any manner permitted by law.

15.7 Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the 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 need be signed only by the assignor and assignee named therein.

15.8 Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.9 Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

[Signature page follows.]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

DECLARANT:
CE LIGHTHOUSE PROPERTIES, LLC

By: _____
Craig Wurzer, its _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)
COUNTY OF _____)

 ss.

Personally came before me on August __, 2018, **CRAIG WURZER**, in his capacity as the _____ of **CE LIGHTHOUSE PROPERTIES, LLC**, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by **CE LIGHTHOUSE PROPERTIES, LLC** to the undersigned recorded in the office of the Register of Deeds of Chippewa County, Wisconsin on _____, 20__, as Document No. _____, does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated as of _____, 2018.

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
)
COUNTY OF _____) ss.

Personally came before me on _____, 2018, _____, in his/her capacity as the _____ of _____, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This document drafted by:
Ruder Ware L.L.S.C.
Attn: Paul J. Mirr
P.O. Box 187
Eau Claire, WI 54702-0187

EXHIBIT A
Legal Description of the Property

The Property is legally described as follows:

Lots 1, 2, 3, 4, 5, 15, 16 and 17 of Block 4, Timber Terrace 1st Addition, located in the City of Chippewa Falls, Chippewa County, Wisconsin.

PINs: 22808-0512-65470401
22808-0512-65470402
22808-0512-65470403
22808-0512-65470404
22808-0512-65470405
22808-0512-65570415
22808-0512-65570416
22808-0512-65570417

EXHIBIT B
Condominium Plat

[Attached.]

BYLAWS OF
_____ CONDOMINIUM ASSOCIATION, INC.

1. NAME AND ADDRESS

1.1 **Name; Purpose.** The name of the corporation shall be _____ **CONDOMINIUM ASSOCIATION, INC.** (the "Association"). The Association is incorporated as a nonstock corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.2 **Address.** The principal office of the Association shall be located at _____. This address shall also be the mailing address of the Association.

1.3 **Binding Effect.** These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.4 **Capitalized Terms.** Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for [NAME OF CONDOMINIUM] executed by **CE LIGHTHOUSE PROPERTIES, LLC**, a Wisconsin limited liability company (the "Declarant") and recorded in the office of the Chippewa County Register of Deeds (the "Declaration").

2. MEMBERSHIP

2.1 **Membership.** The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. Land contract vendees but not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.2 **Commencement and Termination.** Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.3 **Withdrawal or Expulsion.** No Unit Owner may voluntarily withdraw from membership in the Association nor may any Unit Owner be expelled from such membership.

2.4 **Membership Certificates.** Membership certificates shall not be issued.

2.5 **Membership List.** The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.6 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the

secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.6 Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.5 effective as of the date of transfer.

2.7 Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.8 Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.9 Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10 Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11 Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association before casting such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

2.12 **Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

3. MEETINGS OF MEMBERS

3.1 **Place.** All meetings of the Unit Owners shall be held at a place in Chippewa County, Wisconsin, that shall be stated in the notice of the meeting.

3.2 **Annual Meetings.** The first annual meeting of the Unit Owners shall be held on the [insert day – i.e., first Monday, second Saturday, etc.] of the first [month] after the Declarant has ceased to control the Association as provided in Section 7.2 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the [insert day – i.e., first Monday, second Saturday, etc.] of [month] of each succeeding year.

3.3 **Special Meetings.** Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.4 **Notice of Meetings.** No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.5 **Adjourned Meetings.** If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

3.6 **Duties of Officers at Meetings.** The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.7 **Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order;
- (b) Calling the roll of Unit Owners and certifying the proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees (if appropriate);
- (g) Election of directors (if appropriate);
- (h) Unfinished business;
- (i) New business; and

(j) Adjournment.

3.8 **Action Without a Meeting by Written Consent.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by Unit Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association. Written consent may be given in electronic form.

3.9 **Action Without a Meeting by Written Ballot.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

4. BOARD OF DIRECTORS

4.1 **Number and Membership in Association.** The affairs of the Association shall be managed initially by a Board of Directors composed of **three (3)** directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers, the number of directors on the Board of Directors shall be increased to **four (4)**. At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.3 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 7.2 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.2 **Term of Office.** The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one (1) director to serve on the Board of Directors. The Declarant shall elect the remaining three (3) directors. Such Board of Directors shall serve until the Declarant has conveyed fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one (1) director to serve on the Board of Directors. The Declarant shall elect the remaining two (2) directors. Such Board of Directors shall serve until the next election upon expiration of the period of Declarant control as provided in Section 7.2 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a

special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.2. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.3 **Election of Directors.** One (1) month before each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote on the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.9 with all written ballots due before the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.4 **Vacancy and Replacement.** If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.2 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.5 **Removal.** Before the expiration of the period of Declarant control as described in Section 7.2 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.6 **Compensation.** No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

5. MEETINGS OF THE BOARD OF DIRECTORS

5.1 **Regular Meetings.** Until the expiration of Declarant control as described in Section 7.2 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the [insert day] of [month] at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.2 **Special Meetings.** Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.3 **Notice of Special Meetings.** No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.4 **Quorum.** A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

5.5 **Order of Business.** The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.6 **Action Without a Meeting by Written Consent.** Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office. Written consent may be given in electronic form.

6. POWERS AND DUTIES OF BOARD OF DIRECTORS

6.1 **Powers and Duties.** All powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person on or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations that are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks that the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.2 **Manager.** The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.1 and 7.7.

7. OFFICERS AND THEIR DUTIES

7.1 **Officers.** The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 7.2 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.2 **Election of Officers.** The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.3 **Term.** Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.4 **Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.5 **Resignation and Removal.** Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.7 **Duties.** Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article 6, the duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) Vice President. The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.5; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.8 **Compensation**. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.9 **Fidelity Bonds**. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

8. BOOKS AND RECORDS

8.1 **Inspection**. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.2 **Audits**. The accounts and records of the Association may be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

9. BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.1 **Fiscal Year**. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.2 **Budget**. Throughout the period of Declarant control as described in Section 7.2 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors before the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 7.2 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their

annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under Wis. Stat. § 703.163, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

- (a) The reserve funds then in the reserve account;
- (b) The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
- (c) The estimated remaining useful life of the Common Elements; and
- (d) The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.3 Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective Percentage Interest. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments that shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.4 Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and on the date or dates designated by the Board of Directors.

9.5 Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.6 Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list before the third Thursday in February.

9.7 Statutory Reserve Account. All funds collected to fund a statutory reserve account as described in section 9.2, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing

common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

10. USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

11. ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors, or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors, or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

12. LIABILITY AND INDEMNITY

12.1 General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, “proceeding” means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and that is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, “expenses” means fees, costs, charges, disbursements, attorneys’ fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.2 **Mandatory Indemnification.**

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action by which he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.2(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article 12, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.3 Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.2 shall make a written request for indemnification that shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related

proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.3(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.4 Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all the following: (a) a written affirmation of his or her good-faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.3 that indemnification under Section 12.2 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.5 Partial Indemnification.

(a) it is determined pursuant to Section 12.3 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all circumstances.

(b) If it is determined pursuant to Section 12.3 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.6 Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.7 Limited Liability of Directors and Officers.

(a) Except as provided in Sections 12.7(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines,

penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.2(b).

(b) Except as provided in Section 12.7(c), this Section 12.7 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wis. Stat. §§ 181.0832 and 181.0833.

12.8 Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.9 Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association that constitutes conduct under Section 12.2(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12 Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based on occurrences that take place before such amendment or repeal.

13. MISCELLANEOUS

13.1 Seal. The Association shall not have a corporate seal.

13.2 Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

13.3 Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

14. AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

**ORGANIZATIONAL RESOLUTIONS
OF**

_____ CONDOMINIUM ASSOCIATION, INC.

Pursuant to sections 181.0205 and 181.0821 of the Wisconsin Nonstock Corporation Law, the undersigned, being the incorporator and initial directors of _____ **CONDOMINIUM ASSOCIATION, INC.**, a Wisconsin nonstock corporation (the "Corporation"), hereby adopts the following resolutions with the same effect as though adopted by vote at the organizational meeting of the Corporation's board of directors.

RATIFICATION OF ARTICLES OF INCORPORATION

RESOLVED, that the Corporation's Articles of Incorporation as filed with the Department of Financial Institutions and attached hereto as Exhibit A are hereby ratified and approved.

ELECTION OF INITIAL DIRECTORS

RESOLVED, that the following persons are hereby elected as the initial directors of the Corporation and whose terms of office each are as follows:

<u>Director</u>	<u>Term</u>
_____	1 year
_____	1 year
_____	1 year

APPROVAL OF BYLAWS

RESOLVED, that the Bylaws attached to these resolutions as Exhibit B are hereby approved and adopted as the Corporation's Bylaws.

APPOINTMENT OF OFFICERS

RESOLVED, that the following persons are hereby appointed as the Corporation's officers to serve until their successors are appointed in the offices set forth opposite their respective names:

<u>Name</u>	<u>Office</u>
_____	President
_____	Vice President
_____	Secretary
_____	Treasurer

SELECTION OF FISCAL YEAR

RESOLVED, that the Corporation's fiscal year shall be from January 1 to December 31 each year.

DESIGNATION OF FINANCIAL INSTITUTION AND APPROVAL OF DEPOSITORY RESOLUTIONS

RESOLVED, that Charter Bank of Eau Claire, Wisconsin (the "Financial Institution") is hereby designated as the depository of the Corporation in which the Corporation's funds may be deposited by its officers, agents, and employees; and that the Financial Institution is authorized to receive, certify, honor, or pay all instruments and documents signed or accepted in accordance with the immediately following resolution.

FURTHER RESOLVED, that any corporate resolutions in pre-printed form required by the Financial Institution to be adopted by the Corporation are hereby approved and adopted.

FURTHER RESOLVED, that a copy of the immediately preceding resolutions, certified by the Corporation's secretary to be correct, may be delivered to the Financial Institution, and that the Financial Institution may rely on these resolutions until notice in writing of any change in the resolutions is given by the Corporation to the Financial Institution.

PAYMENT OF EXPENSES OF INCORPORATION

RESOLVED, that all fees and expenses incurred in the Corporation's organization and in the preparation of the agreements and documents necessary to allow the Corporation to commence its business shall be paid out of the Corporation's funds.

COMPLETION OF INCORPORATION PROCESS

RESOLVED, that the Corporation's officers are hereby authorized and directed to take all appropriate action to complete the organization of the Corporation, and to cause the Corporation to be qualified to conduct its intended business operations and to be in compliance with all applicable government regulations.

EXECUTION IN COUNTERPARTS

RESOLVED, that these organizational resolutions may be executed in any number of counterparts, all of which, when executed and delivered, shall have the effect of an original. The resolutions shall be effective as of the date the last required signature is obtained on any counterpart.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed these Organizational Resolutions effective as of the ____ day of August, 2018.

INCORPORATOR:
CE LIGHTHOUSE PROPERTIES, LLC

By: _____
Craig Wurzer, _____

DIRECTORS:

Name: _____

Name: _____

Name: _____

EXHIBIT A
Copy of Articles of Incorporation

[Attached.]

EXHIBIT B
Copy of Bylaws

[Attached.]

CHIPPEWA CO. CERTIFIED SURVEY
 MAP NO. _____

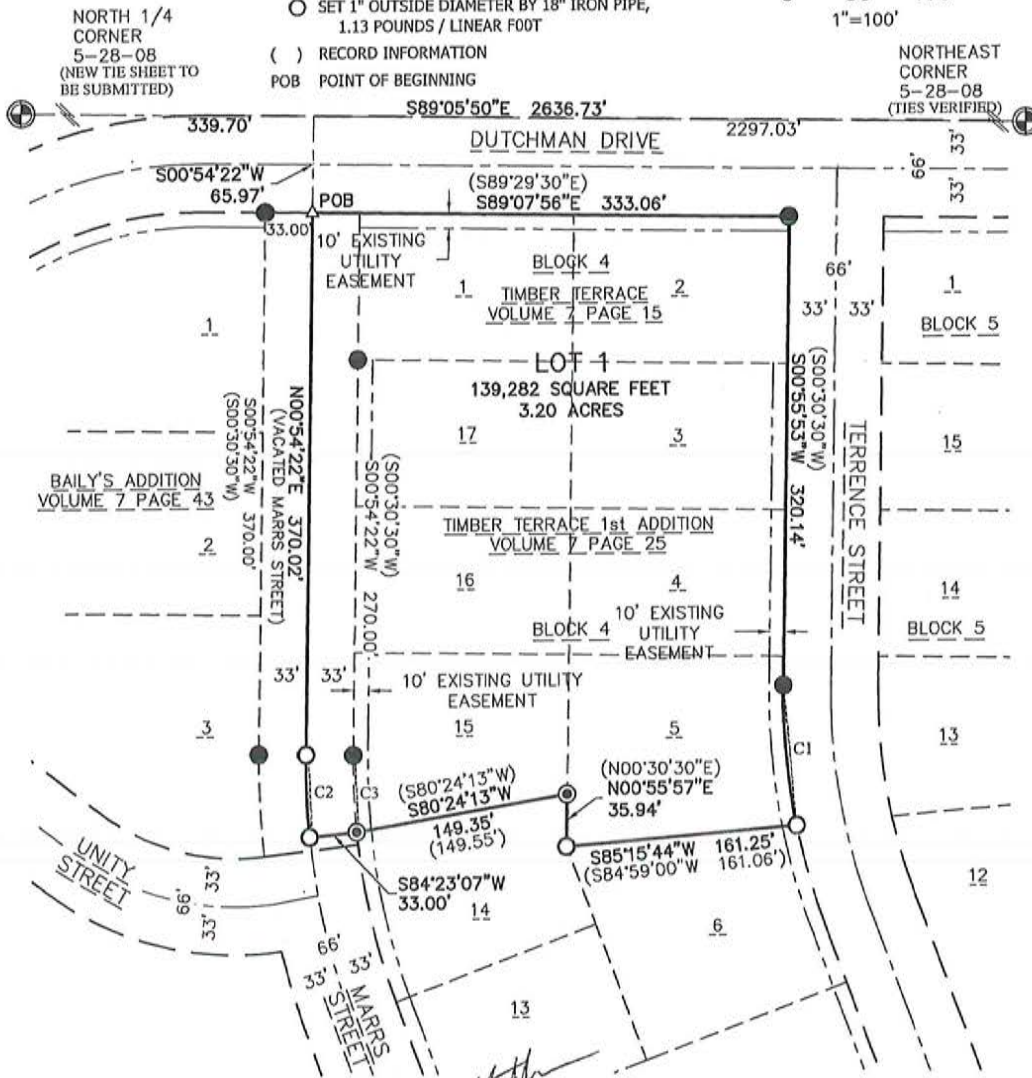
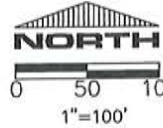
RECORDED IN VOL. _____ OF THE CERTIFIED SURVEY MAPS PAGE _____

REGISTER
 Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marris Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 5, WHICH IS ASSUMED TO BEAR S89°05'50"E.

LEGEND

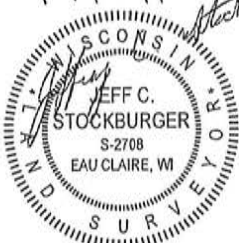
- FOUND 2 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" IRON BAR
- △ SET MAGNAIL
- SET 1" OUTSIDE DIAMETER BY 18" IRON PIPE, 1.13 POUNDS / LINEAR FOOT
- () RECORD INFORMATION
- POB POINT OF BEGINNING



- NOTES:
1. SEE SHEET 2 FOR CURVE TABLE.
 2. FIELDWORK COMPLETED 8/27/2018.

Owner:
 C & E Lighthouse Properties LLC
 1750 Hallie Road
 Chippewa Falls, WI 54729

SHEET 1 OF 2 SHEETS



EVERYDAY SURVEYING & ENGINEERING
 dba: KRAMER LAND DESIGN
 1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
 PH. (715) 831-0654 • EMAIL: INFO@KLD5.NET

CHIPPEWA CO. CERTIFIED SURVEY

MAP NO. _____

RECORDED IN VOL. _____ OF THE CERTIFIED SURVEY MAPS PAGE _____

REGISTER

Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Jeffrey C. Stockburger, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Craig Wurzer, I have surveyed Lot 1 and 2, Block 4 of "Timber Terrace", Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition", and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin. The parcel is more particularly described as follows:

Commencing at the North Quarter Corner of said Section 5;
 Thence S89°05'50"E, 339.70 feet along the north line of the Northeast Quarter;
 Thence S00°54'22"W, 65.97 feet to the northerly line of vacated Marrs Street and the point of beginning;
 Thence S89°07'56"E, 333.06 feet along said vacated Marrs Street and the southerly right-of-way line of Dutchman Drive to the westerly right-of-way line of Terrence Street;
 Thence S00°55'53"W, 320.14 feet along westerly right-of-way line of Terrence Street;
 Thence along said right-of-way line and the arc of a curve 96.25 feet, concave easterly, with a chord bearing of S05°17'35"E, a chord length of 96.06 feet, and a radius of 444.77 feet to the southeast corner of said Lot 5 "Timber Terrace 1st Addition";
 Thence S85°15'44"W, 161.25 feet along the southerly line of said Lot 5;
 Thence N00°55'57"E, 35.94 feet along the westerly line of said Lot 5 to the southeast corner of Lot 15 of said "Timber Terrace 1st Addition";
 Thence S80°24'13"W, 149.35 feet to the southwest corner of said Lot 15;
 Thence S84°23'07"W, 33.00 feet to the centerline of vacated Marrs Street;
 Thence along the centerline of vacated Marrs Street and the arc of a curve 56.41 feet, concave easterly, with a chord bearing of N02°21'15"W, a chord length of 56.37 feet, and a radius of 495.60 feet;
 Thence N00°54'22"E, 370.02 feet along said centerline of vacated Marrs Street to the point of beginning.

Said parcel contains 139,282 square feet or 3.20 acres of land, more or less.

I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter AE-7, and the City of Chippewa Falls Subdivision Ordinance. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.

Dated this _____ day of _____, 2018.

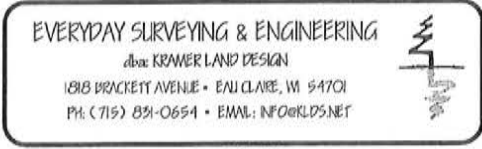
Jeffrey C. Stockburger, Wisconsin Professional Land Surveyor, S-2708
 Project Number: 18100

CURVE TABLE

CURVE	CHORD BEARING	CHORD	RADIUS	ARC	DELTA	TANGENT IN	TANGENT OUT
C1	S05°17'35"E	96.06'	444.77'	96.25'	12°23'55"	S00°54'23"W	S11°29'33"E
C2	N02°21'15"W	56.37'	495.60'	56.41'	6°31'15"	N05°36'53"W	N00°54'23"E
C3	N02°21'15"W (N02°45'06.5"W)	52.62'	462.60'	52.64'	6°31'13"		

Approved by the City of Chippewa Falls.

_____ Date



Date Filed: September 4, 2018

Fee Paid: \$25.00 Date: 9/4/2018 TR#: 56541

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR REZONING

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

I/We, the undersigned, hereby petition the Common Council of the City of Chippewa Falls, WI, for rezoning authorized by the Chippewa Falls Zoning Code, Section 17.46, for the following described property:

Address of Property: _____

Lot: _____ Block: _____ Subdivision: _____ Parcel# _____

Legal Description: Replot of ^{Block 5} Zielie Addition, lot's Land 6

PIN's 22808-0843-68100005 and 22808-0843-68100006
4046.9100 4046.9200

Present zoning classification of property: R1C

Zoning classification requested: R2 for Duplexes

Lot number of any real estate owned by the petitioner adjacent to the area proposed to be changed: -

Existing use of all buildings on such land: Vacant

Principal use of all properties within 300 feet of such land: Residential Duplexes
and single family homes

Purpose for which such property is to be used: For Duplexes

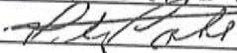
Recite any facts indicating that the proposed change will not be detrimental to the general public's interest and the purposes of this Chapter: These Duplexes will be built
the same as the ones currently on Chippewa Crossing Blvd.
They will be managed by the owner. These will be
well taken care of buildings with great tenants.

Attach a plot plan or survey plat, drawn to scale, showing the property to be rezoned, location of structures and property lines within 300 feet of the property to be altered.

Add any further information requested on the petition or which may be required by the Common Council to facilitate the making of a comprehensive report to the Council:

IN ORDER FOR THIS PETITION TO BE CONSIDERED, THE OWNER(S) OF THE PROPERTY MUST SIGN BELOW:

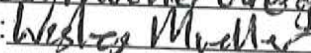
Owner(s)/Address(es):

Peter A. Dowl
3760 130th St.
Chippewa Falls, WI 54729
Phone #: 715-828-5673
Email: Pete@locanconstruction.com
Signature: 

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Petitioner(s)/Address(es):

Wes and Karen Mueller
3963 138th St.
Chippewa Falls, WI 54729
Phone #: 715-225-0053
Email: wes_mueller_06@gmail.com
Signature: 

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

GARDEN ST.

LOT 6 ZELIE ADDITION

85.00

39.219'

60.000'

85.00

72.000' BLDG #1

DRIVEWAY

16.000'

5.260'

137.00

MOVE EXISTING LOT LINE

LOT 45
ZELIE ADDITION

85.00

20' MIN. SETBACK

BLDG #2

DRIVEWAY

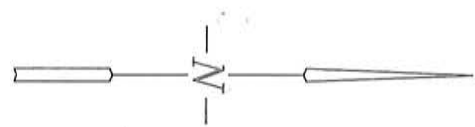
25' MIN. SETBACK

8' MIN. SETBACK

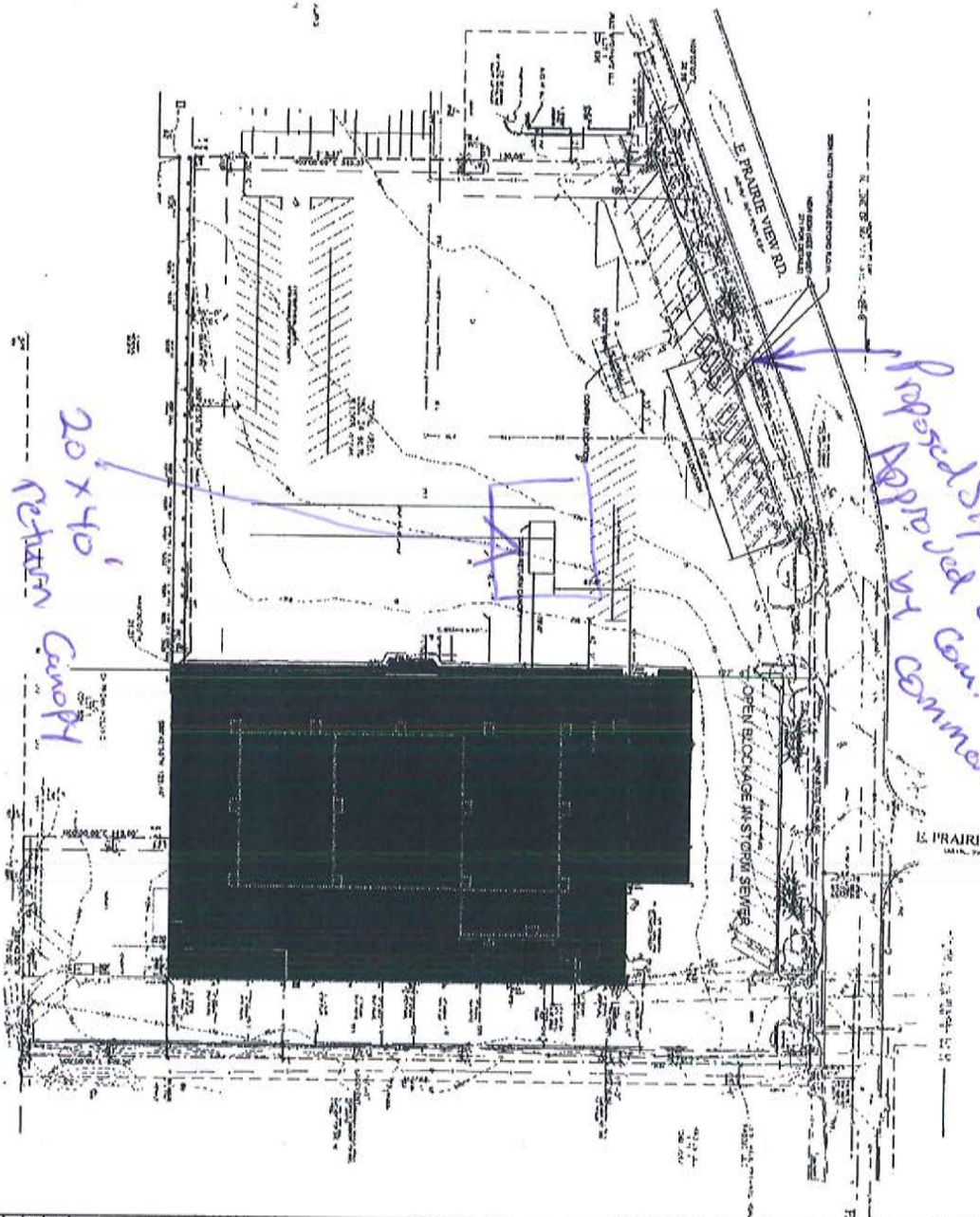
129.00

CHIPPEWA CROSSING BLVD

SCALE: 1:20



SCALE : 1" = 150'



© SITE PLAN

102	PROPOSED SITE	DATE: 02/20/18 11:00:00 AM
		PROJECT: 18-003-#868075
REVISIONS		1. 02/20/18 FOR DESIGN DOOR SCHED.

PROJECT
18-003-#868075
 PROPOSED BUILDING ALTERATION:
AMERCO REAL ESTATE COMPANY
 409 E. PRAIRIE VIEW RD.
 CHIPPEWA FALLS, WI 54720

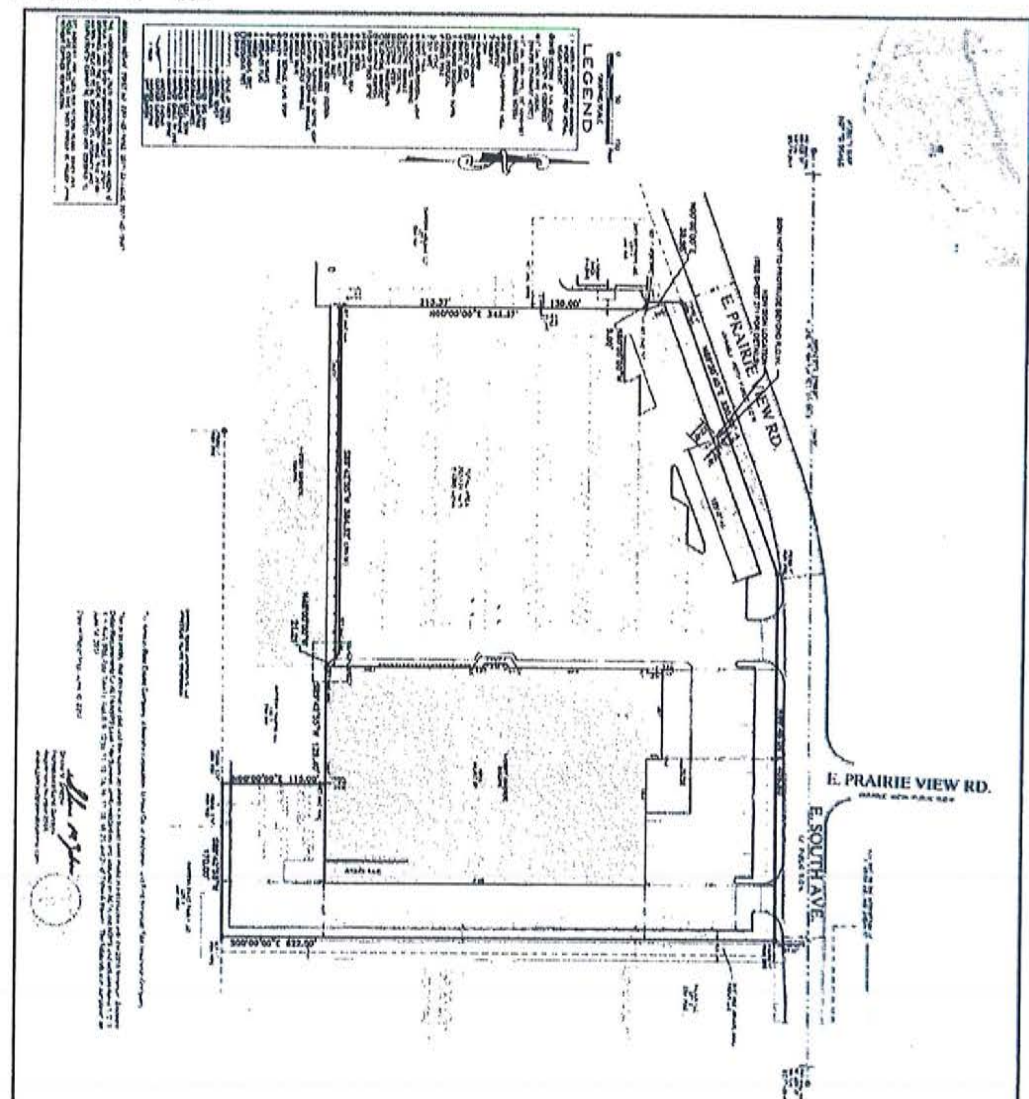
ARCHITECT OF RECORD:
OWNER

COMMERCIAL | INDUSTRIAL | DESIGN/BUILD

Alliance
 CONSTRUCTION & DESIGN

1000 W. WISCONSIN ST., WISCONSIN FALLS, WI 54989
 OFFICE: 920-376-1400 | FAX: 920-333-3401

1 SIGN LOCATION



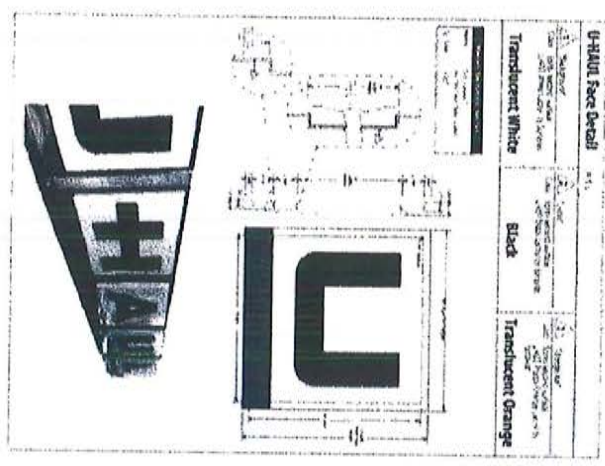
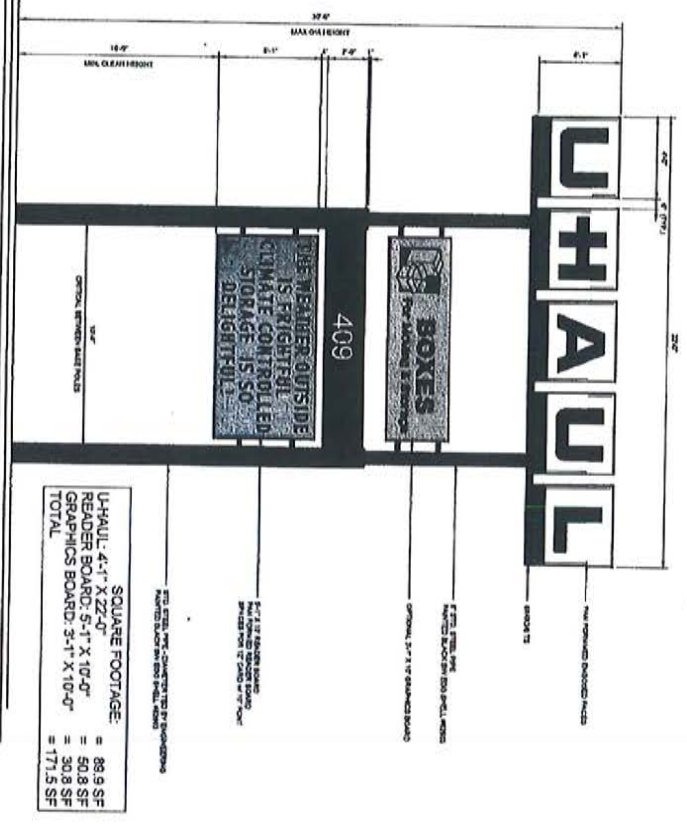
ALTANSPS LAND TITLE SURVEY
WITH TOPOGRAPHIC DATA

AMERCO REAL ESTATE COMPANY, Entry #868075

R.A. Smith National, Inc.

<p>REVISIONS</p> <p>DATE FOR</p> <p>BY</p> <p>REASON</p>	<p>PROJECT</p> <p>18-003 #868075</p> <p>PROPOSED BUILDING ALTERATION:</p> <p>AMERCO REAL ESTATE COMPANY</p> <p>409 E. PRAIRIE VIEW RD.</p> <p>CHIPPEWA FALLS, WI 54720</p>	<p>ARCHITECT OF RECORD:</p> <p>For</p>	<p>COMMERCIAL INDUSTRIAL DESIGN/BUILD</p> <p>Alliance</p> <p>CONSTRUCTION & DESIGN</p> <p>1000 W. Wisconsin Ave., Suite 200, Wausau, WI 54981</p> <p>Phone: 715-255-3100 Fax: 715-255-3401</p>
	<p>DATE: 02/09/11 11:45:28 AM</p> <p>DRAWN BY: MLD</p> <p>CHECKED BY: CDR</p> <p>SCALE: 1" = 80'</p>	<p>104</p> <p>SIGN LOCATION</p>	

① SIGN DETAIL
3/17/17



06001'S FOR 06001'S FLOOR SCHED.	PROJECT 18-003 #868075 PROPOSED BUILDING ALTERATION: AMERCO REAL ESTATE COMPANY 409 E. PRAIRIE VIEW RD. CHIPPEWA FALLS, WI 54720	ARCHITECT OF RECORD: Alliance CONSTRUCTION & DESIGN 916cc: 920-336-7410 fax: 920-324-7401
	THE DATE: 03/07/18 11:42:29 AM DRAWN BY: M.L.L. CHECKED BY: M.L.L. SCALE: 3/8" = 1'-0" SHEET: 271	COMMERCIAL INDUSTRIAL DESIGN/BUILD

