MAJESTIC WOODS SOUTH CONDOMINIMIS DECLARATION OF COMDOMINIUM

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## DECLARATION OF CONDOMINIUM OF MAJESTIC WOODS SOUTH CONDOMINIUMS

The Declaration of Condominium is made under the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by David K. Swan and Kevin L. Swan, Members of Majestic Woods, LLC, hereinafter referred to collectively as the "Declarants".

- 1. **INTENT.** It is the intent of the Declarants, pursuant to this Declaration of Condominium, to submit the land and improvements described herein to Condominium ownership and use in the manner provided by the Wisconsin Condominium Ownership Act; and to:
  - (a) Insure the best use and most appropriate development of each Lot.
  - (b) To protect owners of Lots against those uses of neighboring Lots which would detract from the value of their property.
  - (c) To preserve the natural beauty of said property.
- 2. **DESCRIPTION OF LAND.** The land subject to this Declaration is owned by the Declarants and is more fully described in Exhibit "A", attached hereto and incorporated herein by reference as though fully set forth. It is located in the Town of Eau Galle, Dunn County, Wisconsin.
- 3. **DESCRIPTION OF UNITS.** There are nine (9) Units on the land referred to in paragraph 2. A survey plan of the land showing the location of each Unit on the land is attached to this declaration as Exhibit "A". Exhibit "A" shall hereinafter be referred to as the "Condominium Plat".
- 4. <u>INTERPRETATION OF PLANS.</u> If there is any minor variance between (a) any existing physical boundaries of any Unit, common element or limited common element and (b) this Declaration of Condominium Plat as recorded, the former shall be conclusively presumed to be its boundary. The same presumption shall apply to any authorized repair or reconstruction. However, in the event of a significant variance, the Condominium Plat or Declaration shall control.
- 5. <u>UNITS.</u> Units are that part of the Condominium intended for the exclusive use of each Unit's owner, his, her, or their family, and those persons authorized to use or occupy each Unit. Units are identified on the Condominium Plat by a numerical designation.
  - a. All Units share a common sanitary system. The Majestic Woods South Association, of which each Unit Owner is also a Member, owns and is responsible for the costs, repairs, upkeep and maintenance of the said common sanitary

Declaration of Condominium

Majestic Woods South Condominiums

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- system with the costs shared equally by each Lot or Unit that has access to the system.
- b. Each Unit shall have its own well to provide water for that Unit, unless the owners of Units mutually decide to share a well. All costs for replacement, repair, upkeep and maintenance shall be the responsibility of the owner(s) of the Unit(s) served by the well.
- c. Each Unit owner shall maintain their Unit in a neat and orderly fashion compatible with the surrounding environment.
- 6. **COMMON ELEMENTS.** The "Common Elements", without intending to limit the term, include:
  - (a) The land described in Exhibit "A", specifically the twenty (20) foot wide common area along the shoreline, the common area set aside for the tram easement, the walkway to said easement, and the private road.
  - (b) The pier system. Upon approval by the DNR, the pier system will be installed, owned and paid for by the Association. The Association shall also be responsible for annual maintenance, upkeep, and annual removal and installation (if necessary) of the pier system. Only those Units who possess a slip privilege shall be obligated to share in the costs associated with the pier system.
  - (c) The tram. The tram shall be constructed by the Declarants at their expense and thereafter become the property of the Association and be fully maintained by the Association. The tram shall be located in the Common Easement area shown on the Condominium Plat lying between Unit 2 and Unit 3.
  - (d) The Common Elements are owned by the Unit Owners, each having an undivided fractional interest therein as provided in paragraph no. 8. Each Unit Owner, his, her or their assigns, successors in interest, agents, employees, lessees, sub-lessees, mortgagees or licensees may use the Common Elements in accordance with the purpose for which they were intended, according to this Declaration, the Bylaws of the Association of Unit Owners (hereinafter referred to as the "Association"), rules and Regulations adopted by the Association, and the Wisconsin Condominium Ownership Act. The maintenance, repair and replacement, as well as any additions or improvements of the Common Elements shall be carried out as provided for in this Declaration, in the Bylaws of the Association and the Wisconsin Condominium Ownership Act.
  - (e) The Association shall be responsible for maintaining all Common Elements in good working order. If there are any permits that need to be secured or held, the Association shall be responsible for securing these and performing the necessary activities required to maintain them. The Association shall be responsible for adhering to any regulatory requirements pertaining to the Common Elements and

shall be responsible for securing any insurance thereon and paying any real estate taxes associated therewith. The Association shall also be the legal entity that assumes all liability for the Common Elements and their use.

- 7. <u>LIMITED COMMON ELEMENTS.</u> The Limited Common Elements are reserved for the primary use and possession by the Unit Owner of the Unit to or for which each Element is affixed, attached, leading to or associated with, and their assigns, successors in interest, lessees, sub-lessees, invitees, licensees, agents or employees. Each Unit owner shall maintain their Unit's Limited Common Elements in a neat and orderly fashion compatible with the surrounding environment. The "Limited Common Elements", without intending to limit the term, include:
  - (a) The land for each Unit as described in Exhibit "A.".
  - (b) The Unit's assigned slip, should the Unit be awarded a slip privilege. The Declarants shall, following DNR approval and authorization of the pier and slips, award slip privileges and assign slip designations to individual Units. These slip privileges and slip designations may subsequently be changed by a majority vote of the Association, so long as the number of slip privileges does not exceed the maximum number specified by the DNR and no slip privilege is involuntarily taken away from a Unit owner.
- 8. PERCENTAGE INTEREST IN COMMON ELEMENTS. Each Unit and its owner or owners shall have a one-ninth (1/9th) undivided interest in the Common Elements of the Condominium. This interest may not be separated from the Unit to which it appertains and shall be permanent in nature. Any deed, mortgage, lease or other document purporting to effect a conveyance of a Unit, which does not expressly include the Unit Owner's interest in the Common Elements, shall be deemed to include the interest omitted.
- 9. **RESTRICTION ON USE.** The Units are intended for residential use as presently or hereafter defined and permitted by applicable zoning ordinances and are restricted to that use. Units may be rented to tenants; however, rental tenants shall be required to maintain the highest level of decorum while on the property and are expected to respect the right of other Unit owners to enjoy their property and common elements without disturbance.
- 10. AGENT FOR SERVICE OF PROCESS. The initial Registered Agent for service of legal process, as well as for the Condominium generally shall be David K. Swan at 700 East Lake Drive, Shell Lake, Wisconsin 54871. The Registered Agent shall also serve, as required by law, as the Registered Agent of the Majestic Woods South Condominium Association.

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

- 11. INSURANCE. Each Unit Owner shall obtain fire, casualty, and extended coverage insurance for his Unit insuring it against loss or damage by fire and other hazards for not less than the full replacement value of the property, including premises liability coverage. A Unit Owner shall provide a copy of said policy upon request of the Association. The Association shall obtain appropriate liability insurance, insuring Unit Owners, their assigns, successors in interest, agents and employees, against claims arising out of their ownership of, use, presence on or any other association with the Common Elements of the Condominium. Such coverage shall be written on the property in the name of the Association as Trustee for each of the Unit Owners, both collectively and individually, as their interests appear. The proportions for common assessments set forth in paragraph 8 above shall govern Association insurance charges. The fact that this insurance is required and obtained shall not in any way affect the right of each Unit Owner to insure his, her, its or their own Unit for personal benefit.
- 12. REPAIR OR RECONSTRUCTION. In the event of damage or destruction to all or part of any Common Elements, the Association shall promptly undertake its repair or reconstruction to its former condition or one compatible with the remainder of the Condominium. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be assessed to Unit Owners in the proportions set forth in paragraph 8 above.

### 13. EASEMENTS.

- (a) <u>For Utilities</u>. The Unit Owners, the Association, and the Declarant shall each have easements for utility purposes over, under, along and on any part of the Limited Common Elements and Common Elements. This includes, but is not limited to, underground electric power and the Community Septic System.
- (b) <u>Easements Run with the Land.</u> All easements and rights set forth in this Declaration are appurtenant to and run with the land and are subject to the reasonable control of the Association. No Unit Owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the consent of at least two thirds of the other Unit Owners.
- 14. MAINTENANCE AND REPAIR OF UNITS. Each Unit Owner shall be responsible for the maintenance, repair and appearance of his, her or their Unit. Each Unit shall be maintained in good condition, appearance and repair at all times. This responsibility shall extend to and include the Limited Common Elements associated with each Unit. In the event any Unit or Limited Common Element is not properly maintained, the Association may perform such maintenance and assess the

Unit Owner the reasonable cost thereof. Any repair or reconstruction of the exterior of a Unit or Limited Common Element must be completed within one (1) year of commencement.

- 15. MAINTENANCE AND REPAIR OF COMMON ELEMENTS. The Association shall be responsible for the maintenance, repair and appearance of all Common Elements. The Association shall have the power to determine precisely how and in what manner this responsibility shall be performed.
- 16. <u>COMMON EXPENSES AND SURPLUSES.</u> The expenses incurred by the Association in performing its responsibilities or otherwise duly incurred shall be called "Common Expenses". The Common Expenses shall be charged to the Unit Owners according to the fractional interest of each in the Common Elements as set forth in paragraph 8 above.

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

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

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

17. ASSOCIATION OF UNIT OWNERS. All Unit Owners shall be members of the Majestic Woods South Condominium Association, Ltd, a duly organized Wisconsin non-stock corporation. The operation of the Condominium shall be vested in the association, subject, initially however, to Declarants' control as set forth in paragraph 20 below. The powers and duties of the association shall include those set forth in the Association Bylaws, the Wisconsin Condominium Ownership Act, and

this Declaration. No Unit Owner, except an officer of the Association, or member of its Board of Directors shall have any authority to act for the Association. Notwithstanding any express or implied powers given to the Unit Owners Association pursuant to its Bylaws as adopted, the Unit Owners Association shall not be entitled to do any of the following acts, except as provided by statute in cases of condemnation or substantial loss to the Units of the Condominium project, unless at least three-quarter (3/4) of the first mortgagees (based upon 1 vote for each first mortgage owned), or Unit Owners of the individual Condominium Units shall have given their prior written approval;

- (a) By act or omission, seek to abandon or terminate the Condominium project;
- (b) Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of:
  - (i) Levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or,
  - (ii) Determining the pro rata share of ownership of each Condominium Unit in the Common Elements;
- (c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements.
- (d) Use hazard insurance proceeds for losses to any Condominium property, whether to Units or to Common Elements, for other than the repair, replacement or reconstruction of such Condominium property.
- 18. **EXPANDABILITY.** Any expansion of any Unit must conform to all Federal, State, County and Local rules and zoning regulations.
- 19. **VOTES OF UNIT OWNERS.** There shall be one (1) and only one (1) vote attributable to each Unit of the Condominium in the affairs of the Association. If more than one person owns a Unit, the vote or votes attributable to that Unit must be cast unanimously by all of that Unit's owners or it shall not be counted. There shall be no fractional vote.
- 20. **DECLARANT CONTROL.** Except as provided below, the Declarants hereby expressly reserves the right to exercise all powers and responsibilities of the Unit Owners Association as assigned to it by this Declaration, the Association Bylaws and Chapter 703 of the Wisconsin Statutes. The period of Declarants control shall begin on the date the first Condominium Unit is conveyed by Declarants to any person or entity other than the Declarants. The period of Declarants control shall end upon the earlier of the following two events:

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

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

- 21. <u>AMENDMENT.</u> This Declaration may be amended only with the written consent of at least two-thirds (66%) percent of all Unit Owners and their first mortgagees, provided; however, that so long as the Declarants or their successors retain control of the Condominium and the Association, no amendment shall be effective without their written consent. Any amendment so adopted shall be certified by the President and Secretary of the Association in a form suitable for recording and shall become effective upon recording with the Dunn County Register of Deeds.
- 22. **REVOCATION.** This Declaration may be revoked and the property removed from the provisions of the Wisconsin Condemnation Ownership Act by a duly recorded instrument to that effect. Section 703.28 of the Wisconsin Condominium Ownership Act shall govern such removal.
- 23. <u>CONVEYANCE AND DISPOSITION</u>. The legal description of each Unit for all conveyancing purposes shall consist of a numerical designation as shown on the Condominium Plat, recorded with this Declaration. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided by the Act. Each Unit shall consist of the space enclosed and bounded as described in paragraph 5 above.

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

24. **SEPARATE TAXATION.** Every Unit and its percentage interest in the Common Elements shall be deemed to be a separate parcel and subject to separate assessments and taxation for all types of taxes authorized by law including, but not limited to, special ad valorem levies and special assessments. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole then each Unit Owner shall pay his proportionate share thereof in accordance with the relative value of his or her Unit, determined by the purchase price compared to the aggregate value of all Units, determined by the aggregate purchase prices. In the event that for any one year not all Units have been sold, the

- asking price shall be used in lieu of the purchase price. During the period in which the Declarants' reservations of initial rights are in effect, the Declarants shall be responsible for the taxes attributable to each Unit, which remains unsold.
- 25. <u>UTILITIES</u>. Electrical service for the Common Element tram shall be provided from Unit 3's meter and infrastructure. The Association shall, with the help of the local electric utility, come up at its annual meeting with an estimated annual cost for the tram's electrical usage for the following year. This estimate shall then have a premium of 25% added to it, and the total amount shall then be deducted from Unit 3's annual assessment to the Association. Should this amount exceed the Association's annual assessment, the Association shall write a check to Unit #3 for the difference.
- 26. <u>RULES AND REGULATIONS.</u> The Association may from time to time promulgate such reasonable Rules and Regulations as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements and to cause each Unit Owner to be free from any unreasonable interference with the use of such owner's Unit.
- 27. COMPLIANCE. Each Unit Owner and any person using the property in any manner shall comply strictly with the terms of this Declaration, the Articles of Incorporation of the Unit Owners Association, the Bylaws and the Rules adopted pursuant thereto, as either of the same are amended from time to time, as well as the Wisconsin Condominium Ownership Act. All decisions, contracts, agreements and determinations duly made by the Association in accordance with its Articles and Bylaws shall be binding on all Unit Owners whether they participated in such action or not. Failure to comply shall be grounds for an action to recover damages or to obtain injunctive relief, or both, maintainable by the Association or in a proper case, by an aggrieved Unit Owner. In addition, water may be terminated for any Unit whose owner is in violation of the Declaration, Articles of Incorporation or Bylaws.
- 28. **SEVERABILITY AND INTERPRETATION.** The invalidity of any provision of this Declaration or any part thereof, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Declaration. The intent of this Declaration is to comply with Chapter 703 of the Wisconsin Statutes. It shall be liberally construed in favor of enforceability.
- 29. <u>CONDEMNATION.</u> In the event of condemnation proceedings commenced against the Condominium, including any Unit, Common Element or portion thereof, the allocation of any award shall be governed by Section 703.19(3) of the Wisconsin Statutes, <u>except that</u> before a Unit Owner shall be paid any portion of the award, any unpaid first mortgagee shall be paid in full.
- 30. <u>ADDITIONAL RESTRICTIONS</u>. Since each Unit Owner is also a member of the Majestic Woods South Association, the covenants and restrictions identified in the <u>Declaration of By-Laws of Majestic Woods South Association, Ltd and Covenants</u>

and Restrictions of Majestic Woods South Subdivision apply in their entirety to the Majestic Woods South Condominiums except for the following which uniquely applies to the Majestic Woods South Condominiums only:

A) Any dwelling (home) which is constructed on a Unit shall be required to have (1) a minimum foundation size of at least six hundred (600) square feet and (2) at least eight hundred (800) square feet of total living area above grade. An attached garage shall not count in the calculations of either of those figures

MAJESTIC WOODS SOUTH CONDOMINIUMS

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IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed this 17th day of MARCH, 2006.

	David K. Swan  Kevin L. Swan	3./4.06 Date 3/17/06 Date
STATE OF WISCONSIN ) ) ss. COUNTY OF WASHBURN )		
Personally came before me this 14th day of Condominium, by: David K. Swan, to me known acknowledged the same.	Jean J. Reimann  Washburn  My commission expires:  June  Zoo	TAA
STATE OF WT ) ss.	This OF MAIN	MSCOWN.
Personally came before me this	Dames S. Schuppel, Notary F.	g instrument and

Declaration of Condominium

Majestic Woods South Condominiums

Approved by: Shell Lake State Bank, Mortgagee of Declarants:

Ву:	$\neg$		
Dirk &	Inser	Mar. 14.	2001
Dirk Benzer	0	Date	106

STATE OF WISCONSIN	)
	) ss.
COUNTY OF <u>WASHBURN</u>	)

Personally came before me this 14th day of March, 2006, the above-named Dik Better, to me known to be the person who executed the foregoing instrument and acknowledged the same

Jean Jean Notary Public

Washburn County Wisconsin

My commission expire Jean Jean Notary Public

Wisconsin

Drafted by: Kevin Swan And Loberg Law Office

# EXHIBIT A

## MAJESTIC WOODS SOUTH CONDOMINIUMS A CONDOMINIUM PLAT

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 31, TOWNSHIP 26 NORTH, RANGE 13 WEST, TOWN OF EAU GALLE, DUNN COUNTY, WISCONSIN INCLUDING OUTLOT 1, CERTIFIED SURVEY MAP NO. 3262 AND LOTS 1 AND 40, MAJESTIC WOODS SOUTH.

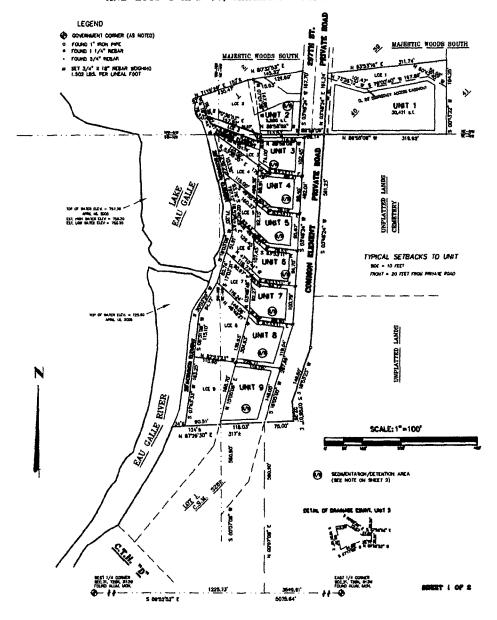




EXHIBIT A

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### SURVEYOR'S CERTIFICATE

I, DOMALD M. CLAIN, INSCORSA REGISTERD LAND SURVEYOR, HEREBY CERTEY THAT THIS PLAT IS A COMPRET REPRESENTATION OF THE COMPONIUM DESCRIBED AND THAT THE IDDITITIONING AND LICENTRY OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

DORAL	D W.	Q.MX.	ALS.	1880	
DATED	THYS		AY OF		 200

### NOTES

AS POR MASTER STORM WATER MANAGEMENT PLAN FOR THIS SUBDIVISION,
SCHEIDHATON/DECRYTON AREAS ON URTS 2-9 ARE TO GE CONSTRUCTIO AT TIME OF BUILDING.
SIZE AND COATON TO BE DEFENRED AT THE OF CONSTRUCTIO OF PRINCIPAL BUILDING.
SIZE COUNTY ZORNO DEPARTMENT AND LAND CONSERVATION OFFICIALS FOR ASSISTANCE.