

DECLARATION OF
WHISPERING HIGHLANDS II CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Section 703.01 to 703.38, Wisconsin Statutes (hereinafter sometimes referred to as the "Act") by Secluded Land Company, LLC, DeSoto, WI 54624 (hereinafter Referred to as "Declarant").

1 STATEMENT OF DECLARATION, NAME & ADDRESS

The purpose of this Declaration is to submit the lands hereinafter described and the improvements heretofore or hereafter to be constructed thereon to the Condominium form of Ownership in the manner provided by the Act and by this Declaration. Declarant hereby declares that Declarant is the Sole Owner of the following described real property:

See attached Exhibit "A"

to be known hereafter as **WHISPERING HIGHLANDS II CONDOMINIUM** with an address of Irish Ridge Road, R.R., Cassville, Wisconsin 54806. Said real property is held and shall be held, conveyed, devised, leased, encumbered, used, improved and in any manner otherwise affected subject to this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, their successors and assigns, and all parties hereafter having any interest in the property.

2 DESCRIPTION AND LOCATIONS OF UNITS.

There shall be twenty-three (23) Units on the land referred to as WHISPERING HIGHLANDS II CONDOMINIUM. The Units are located on the real estate as indicated in the survey marked as Exhibits B-1, B-2, B-3 and B-4 attached hereto and made a part of this Declaration. Exhibits B-1, B-2, B-3 and B-4 shall collectively hereinafter be referred to as the "Condominium Plat."

The Units shall be located in areas designated by the numbers 1 through 23 on Exhibits B-1, B-2, B-3 and B-4.

3 IDENTIFICATION OF UNITS.

A Unit is comprised of a cubicle of air above a limited common element having outer boundaries as shown on the Condominium Plat and is intended for the exclusive use of each Unit Owner, his, her, its, or their family, and those persons authorized to use or occupy each Unit. Units are identified on the Condominium Plat by a number designation. The boundaries of each Unit are shown on Exhibits B-1, B-2, B-3 and B-4. In addition:

- a. Each Unit shall be responsible for its own sanitary system.
- b. Each Unit shall be responsible for its own well or if a well is shared with another Unit or Units, for a pro-rata share of the total common well expenses.
- c. All Units are restricted to one (1) single family dwelling and appropriate non-habitable accessory structures.

4 COMMON ELEMENTS.

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

- a. The land described above in paragraph 1, excluding Units and any Limited Common Elements, established by the Condominium Association, and including the Common Elements as shown on the Condominium Plat.
- b. All utility components.
- c. The Common Elements are hereby granted and declared for the benefit of the Unit Owners and the Association for the installation, maintenance and repair of common utility services and the repair and maintenance of the storm water and erosion control features as specified in the approved Storm water Management and Erosion Control Plan in and on any part of the Units, as described above.
- d. The Common Elements are owned by the Unit Owners, each having an undivided fractional interest therein as provided herein. Each Unit Owner, his, her, it's or their assigns, successors in interest, agents, employees, lessees, sub lessees, mortgagees or licensees may use the Common Elements in accordance with the purposes for which they were intended, according to this Declaration, the By-laws of the Association of Unit Owners (hereinafter referred to as the "Association"), Rules and Regulations adopted by the Association, and the Wisconsin Condominium Ownership Act. The maintenance, repair and replacement, as well as any additions or improvements of the Common Elements shall be carried out as provided for in this Declaration, the By-laws of the Association and the Wisconsin Condominium Ownership Act.
- e. If space requirements are such that a sanitary system cannot be installed completely within a Unit then a Unit owner may install a sanitary system located in or partially within the Common Area immediately adjacent to his/her/its Unit, except those portions of said Common Element containing driving surfaces, ditches, trails or other constructed features, subject to approval by a 2/3 majority of all Unit Owners after all Unit Owners have reviewed a survey prepared by a licensed Wisconsin surveyor at the installing Unit Owner's expense of that portion of the Common Area onto which the sanitary system would encroach.

5 THE LIMITED COMMON ELEMENTS.

Limited Common Elements are shown on the Whispering Highlands II Condominium Plat. Each Unit owner shall have the exclusive right to use the Limited Common Element immediately adjacent to his, her or its Unit, intending to include the area beneath each individual Unit.

6 PERCENTAGE OF INTEREST IN COMMON ELEMENTS.

Each Unit and its Owner(s) shall have a one-twenty-third (1/23) 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. This percentage interest may be modified only upon the written consent of the Owners and first mortgagees of all Units. Such modification of percentage interest shall be evidenced by an amendment to this Declaration and recorded with the Register of Deeds for Grant County. Any deed, mortgage, lease or other document purporting to effect a conveyance of a Unit which does not expressly include the percentage interest is considered to include said interest.

7 PROTECTIVE COVENANTS.

The Protective Covenants set forth in Paragraph 31 herein apply to each Unit. In addition, no nuisance shall be permitted to exist or operate within or on any Unit, Limited Common Elements, or Common Element, and the Association is expressly empowered to determine whether any nuisance exists (including any pet) and to take action to abate that nuisance.

8 SERVICE OF PROCESS.

The initial Agent for service of legal process, as well as for the Condominium generally, shall be Frederick Balsley. The Agent shall serve as required by law as the Agent of the unincorporated Association of the Unit Owners. The Association may, at any time designate a Successor Agent, upon resolution of its members. Such substitution shall be effective when duly filed with the Register of Deeds of Grant County. The Post Office address of the initial Agent is 9986 State Highway 35, P.O. Box 10, DeSoto, WI 54624.

9 RECORDING OF DECLARATION.

This Declaration of WHISPERING HIGHLANDS II CONDOMINIUM is being recorded to create an Association of all Unit Owners in this Condominium. The WHISPERING HIGHLANDS II CONDOMINIUM shall be operated by an unincorporated Association of which each Unit Owner is a member so long as he remains a Unit Owner and successor(s) in title automatically become members. All member Unit Owners are subject to and have all the rights, benefits and obligations of members under this Declaration of WHISPERING HIGHLANDS II CONDOMINIUM and are subject to assessment by said Association as in this Declaration provided. Each Unit Owner understands that as a condition of purchasing a Unit within the WHISPERING HIGHLANDS II CONDOMINIUM assessments of this Association shall be common expenses as provided in the Condominium Ownership Act and in this Declaration. The Association shall hold the assessment funds so collected and its right to a lien for non-payment as provided in the Condominium Ownership Act, in trust for the benefit of the Association.

10 ASSOCIATION OF UNIT OWNERS.

a. Duties and obligations. All Unit Owners shall be entitled to and required to be a member of an unincorporated Association of Unit Owners to be known as the WHISPERING HIGHLANDS II CONDOMINIUM ASSOCIATION (hereinafter referred to as the "Association") which shall be responsible for carrying out the purpose of this Declaration including the exclusive management and control of the common areas and limited common areas. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and regulations of the Association, and any future amendments thereto.

b. Voting Rights.

(1) Class A Members. Class A Members shall be all Unit Owners, with the initial exception of the Declarant, or their assigns, and shall have one vote for each Unit owned. Every Unit Owner upon acquiring a Unit automatically becomes a member of the Association and shall remain a member thereof until such time as his, her or its Ownership of such Unit ceases for any reason, at which time his, her or its membership in the Association shall automatically cease. One Class A membership and one vote shall exist for each Unit, excepting those Units owned by the Declarant. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such Owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the nomination contained in the Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each Unit and the person designated to cast the one vote pertaining to such Unit. Only the person so designated shall be

entitled to cast a vote in person or by proxy. A designation may be changed by notice to the Chairperson of the Association signed by a majority of the persons having an ownership interest in the Unit.

(2) Class B Member (s). The Declarant shall be the sole Class B Member and shall be entitled to Eleven (11) votes for each Unit owned. Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, which occurs earlier:

- (a) When the total votes outstanding in the Class A Membership is equal to the total votes outstanding in the Class B Membership; or
- (b) Ten (10) years from the date the first Condominium Unit is conveyed to any person or entity other than the Declarant; or
- (c) At such a time as the Declarant voluntarily relinquishes its Class B Membership rights.

11 RIGHT OF DECLARANT TO DISPOSE OF UNITS.

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

12 MAINTENANCE AND REPAIRS.

The Unit Owner shall be responsible for maintaining and repairing their own Unit and the improvements thereon.

- a). Common areas and facilities. The Association shall be responsible for the management and control of the common areas and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include maintenance and repair of walks and the common roadway.
- b). Limited Common Areas. All cost for maintenance of the Limited Common Area shall be paid by the Unit Owner immediately adjacent to said Area.
- c). Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary and advisable for the proper operation of the Association.

13 DESTRUCTION AND RECONSTRUCTION.

- a) Units and/or Limited Common Elements. In the event of partial or total damage or destruction of a building upon a Unit and/or Common Element, the repair and restoration of same shall be the responsibility of the individual Unit owner, utilizing insurance upon the Unit and/or Limited Common Element maintained by the individual Unit and/or Limited Common Element owner. On reconstruction, the design, plan and specifications of any building may vary from that of the original upon approval of the Association.
- b) Common Elements. In the event of partial or total damage or destruction of any part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium, unless in the case of damage or destruction, the repair or reconstruction of which

would exceed the sum of \$100,000, by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction, it is determined not to rebuild or repair. In such event, the property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 15 hereof. The Association shall have the right to levy assessments as a common expense against all Unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

14 ARCHITECTURAL APPROVAL OF IMPROVEMENTS.

The design and placement of all improvements, with a value of \$500.00 or more, within a Unit, Common Element or Limited Common Element must be approved by the Declarant during the period of time that the Declarant owns Units in this condominium. After the time at which the Declarant has sold all Units the approval of the design of any improvements within a Unit, Common Element or Limited Common Element is assigned to the Chairperson of the Association, based on standards set forth in paragraph 31 herein "Covenants and Restrictions As To Use and Occupancy".

15 INSURANCE.

- a. Each Unit Owner shall be responsible for its own insurance coverage for the Unit itself, the Unit's contents and the Unit Owner's personal belonging(s); and provide liability coverage for any Limited Common Elements that may be Associated with any individual Unit.
- b. The Association shall provide Director's and Officer's coverage and maintain premises liability, fire and broad form extended coverage on any facilities which are located upon the Common Elements and Limited Common Elements in such amounts as may be determined at the discretion of the Association from time to time.

16 LIABILITY FOR COMMON EXPENSES AND LIMITED COMMON ELEMENTS.

- a) The costs of administration of the Association, repairs, maintenance and other expenses for the Common Elements shall be paid for by the Association and assessments shall be made against the Unit Owners, as well as the Units themselves, for such expenses as provided in the By-Laws of said Association. No Unit Owner may exempt himself, herself or itself or his, her or its Unit Ownership from liability for his, her or its contribution toward the common expenses by waiver of the use of enjoyment of any of the Common, or Limited Common Elements or by the abandonment of his, her or its Unit; and no conveyance shall relieve the Unit Owner grantor therein, or his, her or its Unit for such common expenses along with his, her or its grantee in any such conveyance until all expenses charged to his or her Unit have been paid.
- b) The total annual budget amount approved shall be collected by levy upon all members. The initial annual Association fee shall be \$125.00 per year, per Unit, and will be collected at closing. For each separate Unit a pro-rata fraction, in this case 1/23, of the amount of the total budget shall be levied; however, upon approval of a majority of the members the pro-rata fraction of the total budget paid by each member may be adjusted to reflect a particular member's extraordinary use and/or abuse of the easement areas. All approved fees levied shall be paid in full to the Treasurer of the Association on or before December 31 of each calendar year. The fees shall be retained in a bank account administered by the Association Chairperson. Declarant shall pay the yearly fee for each unsold Unit. All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, as provided in the "Act", until paid, against the

Unit to which they are charged without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to Units.

17 COMMON EXPENSES.

Common expenses are defined as follows:

- a. All sums lawfully assessed against the Unit Owners by the Association.
- b. Expenses declared common expenses by the Act, by this Declaration, or by the By-Laws.

18 EXCESS FUNDS.

After the payment of all common expenses, the balance of all income, rents, profits and revenues from the Common Elements shall constitute the funds of the Association, to be held in its general or special funds.

19 PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings consistent with §703.18 Wisconsin Statutes until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit Ownership or Condominium Ownership; provided, however, that any Unit may be owned by two or more Co-Owners as tenants in common or joint tenants.

20 CONVEYANCE TO INCLUDE INTEREST IN COMMON AND LIMITED COMMON AREAS.

When Unit Owners shall execute any deed, mortgage, lease or other instrument affecting title to such Unit Ownership without including therein both their interest in the Unit and their corresponding percentage of Ownership in the Common, and Limited Common Elements, it being the intention hereof to prevent any severance of such combined Ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without also including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

21 FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NO WAIVER.

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

22 AMENDMENTS TO DECLARATION.

Except as otherwise provided by the "Act" and paragraph 24 hereof, with respect to percentage of interest as provided in this Declaration, this Declaration may be amended by an

affirmative vote of not less than 70% of all votes entitled to be cast by Unit Owners in the condominium project. Copies of such amendments shall be certified by the Chairperson of the Association in a form suitable for recording. A copy of the Amendment shall be recorded with the Register of Deeds for Grant County, Wisconsin and a copy of the Amendment shall be mailed or personally delivered to each Unit Owner at his or her address on file with the Association. This Declaration shall not be revoked except as provided by law. *Replaces text below as of Amendment #4 filed May 14, 2017.*

~~Except as otherwise provided by the "Act" and paragraph 24 hereof, with respect to percentage of interest as provided in this Declaration, this Declaration may be amended by an affirmative vote of not less than 70% of all votes entitled to be cast by Unit Owners in the condominium project following the initial sale of all the Units by the Declarant herein. Prior to such time, consent in writing of the Declarant, its successors or assigns shall also be required. Copies of such amendments shall be certified by the Chairperson of the Association in a form suitable for recording. A copy of the Amendment shall be recorded with the Register of Deeds for Grant County, Wisconsin and a copy of the Amendment shall be mailed or personally delivered to each Unit Owner at his or her address on file with the Association. This Declaration shall not be revoked except as provided by law. Notwithstanding the foregoing, Declarant does hereby reserve the right, in its sole discretion to amend this Declaration for a period of ten years from the date of this Declaration, provided that such Amendment (s) shall not materially alter or change the rights of a member or mortgagee.~~

23 DECLARANT CONTROL

The period of Declarant control of the Whispering Highlands II Condominium, ceased in accordance with Association By-Laws and Chapter 703.15 (2)(c) on December 7, 2013. The original Declarant, Secluded Land Company, LLC, no longer holds Class B membership rights. It may exercise Class A Membership rights in proportion to the lots it has purchased, equal to the rights of any other property owner. *Replaces text below as of Amendment #4 filed May 14, 2017.*

~~Except as provided below, the Declarant hereby expressly reserves the right to exercise all powers and responsibilities of the Association as assigned to it by this Declaration, the Association By-Laws and Chapter 703 of the Wisconsin Statutes. The period of Declarant control shall begin on the date the first Condominium Unit is conveyed by Declarant to any person or entity other than the Declarant. The period of Declarant control shall end (transitional control date) upon the earlier of the following three events:~~

- ~~a. When the total votes outstanding in the Class A Membership is equal to the total votes outstanding in the Class B Membership; or~~
- ~~b. Ten (10) years from the date the first condominium Unit is conveyed to any person or entity other than the Declarant; or~~
- ~~c. At such time as the Declarant voluntarily relinquishes its Class B Membership rights.~~

~~Notwithstanding the above, Unit Owners, other than the Declarant, shall be permitted to elect directors of the Association as expressly granted in Section 705.15 (2) (f) of the Wisconsin Statutes.~~

24 CONVEYANCES AND DISPOSITION.

The legal description of each Unit for all conveyancing purposes shall consist of the identifying number of each Unit as shown on the 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 the Condominium Plat.

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

No Unit(s) may be leased to any non-Unit Owner without prior written permission of the Condominium Association.

(Policy Clarification Per Amendment 5, May 2018)

The association recognizes property rights of owners and the need to occasionally lease a property. The following policy, approved at the 2016 Annual Meeting, is applied to ensure that no undue burden is placed on other owners related to illegal commercial or frequent rental use.

- a. Leases for durations of 3 months or longer will be approved as long as a copy of the lease is provided to the association, and the tenant signs an acknowledgement of, and agrees to follow, the covenants and rules and regulations.
- b. The property owner remains liable for any violations, fines, and/or damage to common elements caused by their tenant.
- c. Short term commercial rentals for weeks, weekends or single nights will not be approved by the board.

25 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, her or its proportionate share thereof in accordance with the relative value of his, her or its Unit, by the local tax authority.

26 RULES AND REGULATIONS.

The Association may from time to time promulgate such reasonable Rules and Regulations as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common

Elements and cause each Unit Owner to be free from any unreasonable interference with the use of such Owner's Unit.

27 UTILITIES.

Each Unit must construct its own separate utilities which shall be the responsibility of the Unit Owner or, if utilities are shared, then each Unit Owner which shares utilities shall share equally in all costs of maintenance, repairs or replacement of the shared utility.

28 COMPLIANCE.

Each Unit Owner and any person using the property in any manner shall comply strictly with the terms of this Declaration, the By-Laws of the Association, and the Rules adopted pursuant thereto, as either of the same are amended from time to time, as well as the Wisconsin Condominium Ownership Act. All decisions, contract, agreements and determinations duly made by the Association in accordance with its By-Laws shall be binding on all Unit Owners whether

they participate 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 property case, by an aggrieved Unit Owner.

29 NOTICES.

All notices and other documents required to be given by this Declaration and the By-Laws of the Association shall be sufficient if given to one registered Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All Owners shall provide the Chairperson of the Association with an address for the mailing or service of any notice or other documents and such Chairperson 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 the Association.

30 EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

Easements are hereby declared and granted for the benefit of the Unit Owners, the Association and reserved for the benefit of the Declarant for uninterrupted and ungated vehicular and pedestrian ingress egress and the right to construct, improve and maintain a roadway and for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements, Limited Common Elements and the following described area.

EASEMENT DESCRIPTION:

A Seventy-six foot (76') wide non-exclusive easement for uninterrupted and ungated vehicular and pedestrian ingress-egress and the right to construct, improve and maintain a private roadway and to install and maintain public utilities in, over, and upon the following described easement area being located in the Southwest of the Northwest Quarter (SW $\frac{1}{4}$ -NW $\frac{1}{4}$) of Section Thirty-three (33) and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ -NE $\frac{1}{4}$) of Section Thirty-two (32), Town Three (3) North, Range Four (4) West of the 4th P.M., Waterloo Township, Grant County, Wisconsin, said easement being bounded and described as follows: Commencing at the West Quarter (W $\frac{1}{4}$) corner of said Section Thirty-three (33), Thence South 89° 31' 07" East 48.53' along the East-West Quarter (E-W $\frac{1}{4}$) line of said Section Thirty-three (33) to the Point of Beginning; Thence South 89° 31' 07" East 76.09' along said East-West Quarter (E-W $\frac{1}{4}$) line; Thence North 03° 12' 22" East 357.38'; Thence 129.38' on the arc of a curve to the left having a radius of 328.00' and a long chord bearing North 08° 05' 38" West 128.54'; Thence North 19° 23' 39" West 481.07'; Thence 200.93' on the arc of a curve to the right having a radius of 212.00' and a long chord bearing North 07° 45' 29" East 193.49' to a point in the centerline of a township road known as Irish Ridge Road; Thence 76.47' on the arc of a curve to the left having a radius of 716.00' and a long chord bearing North 62° 14' 43" West 76.44' along said centerline; Thence 263.44' on the arc of a curve to the left having a radius of 288.00' and a long chord bearing South 06° 48' 39" West 254.35'; Thence South 19° 23' 39" East 481.07'; Thence 99.40' on the arc of a curve to the right having a radius of 252.00' and a long chord bearing South 08° 05' 38" East 98.76'; Thence South 03° 12' 22" West 361.00' to the Point of Beginning."

Declarant desires to provide for the preservation of the values and amenities of Units 8, 9 and 10 by subjecting said Units to the following provisions which shall run with the land and apply to and bind each successor in interest of said Units 8, 9 and 10:

- a) The owner(s) of Unit 10 shall have the right to cut brush and woody vegetation within the Easterly 75' of Units 8 and 9 to maintain the quality of the view of the

Mississippi River from said Unit 10. Mature trees may not be cut without permission in writing from the owner of the lands on which those mature trees exist. The owner(s) of Unit 10 shall also have the right to cut brush and woody vegetation within the 100' wide Common Element immediately adjacent to the East line of Government Lot 1, Section 33, T3N, R4W, Waterloo Township, Grant County, Wisconsin to maintain the quality of the view of the Mississippi River from said Unit 10.

- b) The owner(s) of Unit 9 shall have the right to cut brush and woody vegetation within the Easterly 75' of Unit 8 to maintain the quality of the view of the Mississippi River from said Unit 9. Mature trees may not be cut without permission in writing from the owner of the lands on which those mature trees exist. The owner(s) of Unit 9 shall also have the right to cut brush and woody vegetation within the 100' wide Common Element immediately adjacent to the East line of Government Lot 1, Section 33, T3N, R4W, Waterloo Township, Grant County, Wisconsin to maintain the quality of the view of the Mississippi River from said Unit 9.
- c) The owner(s) of Unit 8 shall have the right to cut brush and woody vegetation within the 100' wide Common Element immediately adjacent to the East line of Government Lot 1, Section 33, T3N, R4W, Waterloo Township, Grant County, Wisconsin to maintain the quality of the view of the Mississippi River from said Unit 8.
- d) No buildings or structures of any kind shall hereafter be erected nor shall any trees be planted upon the Easterly 75' of Units 8 and 9 or the 100' wide Common Element immediately adjacent to the East line of Government Lot 1, Section 33, T3N, R4W, Waterloo Township, Grant County, Wisconsin to maintain the quality of the view of the Mississippi River from said Units 8, 9 and 10."

31 COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY.

- a) Each Unit shall be used for housing and related purposes for which the Property was designed or such other uses permitted by the Developer's Declaration of Condominium of Whispering Highlands and for no other purposes. That part of the Common Elements separating any two or more adjoining Units may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.
- b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Board. Each Owner shall be obligated to maintain and keep in good order and repair, his, her or its own Unit.
- c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on any other Unit, without the prior written consent of the Board. No Owner shall permit anything to be done or kept on their Unit or in the Common Elements which will result in the cancellation of insurance on any other Unit, or which would be in violation of any law.
- d) Each Owner shall be responsible for his, her or its own insurance on personal property on the Unit, personal property stored elsewhere on the property and personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinabove provided.
- e) No animals or livestock of any kind shall be raised, bred or kept on any Unit, Limited Common Element or Common Element, except that no more than two (2) dogs or two (2) cats or two (2) horses or two (2) of any animal or two (2) of any combination thereof may be kept, provided that they are not kept, bred or maintained for any commercial purpose. However, upon special or unique circumstances, the Declarant or the Association may grant a variance to this particular restriction. Any such animal shall be maintained within the boundaries of the owner's Unit and/or Limited Common Element or otherwise kept on a leash.
- f) No noxious or offensive activity shall be carried on within the boundaries of the Condominium, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

(Per Amendment V, May 2018) **Noxious/offensive activities are further defined as (but not limited to):**

- a. Excessive noise that can be heard inside neighboring residences.

- b. Excessive noise that can be heard outdoors between the hours of 11pm and 7am.
 - c. Noxious fumes from chemicals, outdoor fires, or other sources that can be smelled inside neighboring residences.
- g) The Units, Limited Common Elements and Common Elements shall be kept free and clear of rubbish and debris and other unsightly materials. The Common Elements may not be used for long term parking of vehicles or storage of any personal property.
- h) No vehicles of any nature shall block the access road common to all Units. A Unit Owner or guest shall have the right, without incurring liability, to remove at the vehicle owner's expense, any vehicle parked in violation of this paragraph. The Association shall have the authority to establish additional rules and regulations with respect to vehicle traffic and parking.
- i) Commercialization of any kind shall not be permitted on any Unit, unless there is no evidence of such commercial usage visible from any other Unit or any Common Element or Limited Common Element.
- j) Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.
- k) No firearms shall be discharged or used on the Condominium grounds. These items, however, may be stored by the individual Unit Owners in the individual Units.
- l) Any expansion of any Unit must comply with all federal, state, county and local rules and regulations. Any of these protective covenants may be superseded by previously recorded more restrictive covenants, and/or by more restrictive government regulations.
- m) No cutting, mowing or fertilizing is permitted within the boundaries of the Common Elements as shown on the Whispering Highlands II Condominium Plat except with written consent of the board.
- n) No manufactured homes, mobile homes or buses shall be placed upon any Unit, Common Element or Limited Common Element. Manufactured homes and mobile homes include any and all such trailers or structures having had wheels and/or axles attached at any time, whether placed on a foundation or not. Modular homes placed on a permanent foundation are acceptable if they meet the minimum square footage requirement and are approved by the Chairperson of the Association of Unit Owners. Modular Homes must be built using only high quality materials and must be constructed in a good and workmanlike manner.
- o) Campers, fifth-wheelers, motor coaches, motor homes and similar recreational vehicles are not permitted on any Unit, Common Element or Limited Common Element unless attended within a 48-hour period. **This covenant refers to various types of campers, trailers, and containers when parked outside. It does not apply to vehicles stored within enclosed garages.** (Per Amendment 5, May 2018)
- p) Unregistered or abandoned vehicles, trash, or junk may not remain on any Unit, Common Element or Limited Common Element.
- q) Any structure placed on any Unit, Common Element or Limited Common Element must be built using only high quality materials and must be constructed in a good and workmanlike manner.
- r) **No structures, except Private On-Site Waste Water Treatment System shall be located closer than 10' from a Unit boundary line or a limited common element boundary line unless such boundary line separates two or more adjoining Units or limited common elements that are owned by the same party.** *All structures erected on the property shall be promptly and expeditiously completed on their exterior, including paint or stain, on any exterior surface above the foundation within six months after construction is commenced. No structures, except Private On-Site Waste Water Treatment Systems shall be located closer than 10' from any Unit boundary line.* Changed per Amendment 2, filed on June 13, 2011.
- s) The main residential structure(s) erected must have a minimum of 1,800 square feet of living space. **The term 'Living Space' is defined as habitable, heated, non-vehicular space. Unfinished basements that can be finished in the future (not crawl spaces) are**

considered living space. **There is no timeframe designated for completion of interior spaces of the residence.** *(Per Amendment 5, May 2018)*

- t) Should any improvements on the Unit be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed or restored to a neat exterior appearance in line with the building requirements above set forth.
- u) ~~Until such time that Declarant has sold at least sixteen (16) Units in this condominium no advertising signs of any nature, including "For Sale" signs may be placed on the property except by the Declarant.~~ **Declarant control has ceased. Real estate For-Sale signs therefore are allowed. All other advertising is restricted. Exceptions may be granted by the Board on a case by case basis (garage sale, community picnic, etc).** *(Per Amendment 5, May 2018)*
- v) Any of these protective covenants may be amended, subject to the following: a) Such amendment shall be in writing; b) The amendment must be approved in writing by the owners of a two-thirds majority of the parcels in the condominium; c) The amendment shall be recorded.
- w) These protective covenants shall run with the land.
- x) Each Unit owner has standing to sue for enforcement of any of these protective covenants.
- y) In the event any portion of any of these protective covenants is judicially deemed invalid then the remaining portion of said protective covenants shall remain in full force and effect.
- z) Rain Gardens in accordance with the Department of Natural Resources approved Whispering Highlands II Condominium Stormwater Management and Erosion Control Plan must be constructed when structures, parking spaces or driveways are built on this Unit.
- aa) Owners of Units 1 through S (inclusive) may construct fences on their individual Units at a height reasonably necessary to provide safety and privacy along the southerly boundary of said Units.

32 SEVERABILITY.

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

33 EXPANSION OF CONDOMINIUM.

A. Right to Expand. The Whispering Highlands II Condominium is an expandable condominium project. The Whispering Highlands II Condominium established pursuant to this Declaration, consists of twenty-three (23) Units.

The Declarant, for itself or its heirs and assigns, hereby explicitly reserves the right to expand the Whispering Highlands II Condominium without the consent of any of the Co-owners. The additional land, all or any portion of which may be added to the Whispering Highlands II **Condominium** is specifically described on Exhibit C (herein referred to as the "Expansion Property").

B. Restriction upon Expansion. Expansion of the Whispering Highlands II Condominium shall occur without restriction under the following conditions:

- I. The Declarant's right to expand the Whispering Highlands II Condominium shall expire one (1) year from the date of recording of this Declaration.

2. All or any portion of the Expansion Property may be added, but none of it must be added.
3. A maximum of two (2) Units may be placed on the Expansion Property.
4. The nature, size, appearance and location of up to two (2) additional Units, placed upon the Expansion Property will be determined by the Declarant in its sole judgment.
5. The Whispering Highlands II Condominium shall be expanded, if it is expanded, by an amendment to the original Declaration, adding additional land to the Whispering Highlands II Condominium as now constituted.
6. By this Declaration, the Declarant also reserves the right to create easements within any portion of the Common Elements of the original Whispering Highlands II Condominium for the benefit of the Expansion Property.

C. Procedure for Expansion. Any increase in size of the Whispering Highlands II Condominium shall be given effect by an appropriate amendment to this Declaration in the manner provided by law, which amendment shall be prepared by and at the discretion of the Declarant or its successors or assigns.

1. The percentages of value set forth herein shall be adjusted proportionately in the event of such expansion in order to preserve a total value of one hundred percent (100%) for the entire Whispering Highlands II Condominium resulting from such amendment or amendments to this Declaration. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Declarant. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various Units and anticipated allocable expenses of maintenance.
2. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Whispering Highlands II Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Declaration to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Declarant its heirs and assigns may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Declarant its heirs and assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Declaration and all other documents necessary to effectuate the foregoing.

Such amendments may be effected without rerecording the entire Declaration or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Declaration and the Exhibits thereto. Nothing herein contained, however, shall in any way obligate Declarant to enlarge the Whispering Highlands II Condominium beyond the boundaries established by this Declaration.

34 RULES AND REGULATIONS.

A. ASSOCIATION MANAGEMENT.

- A-1. Rules and regulations specified are intended to clarify, not contradict the association bylaws. Changes to the bylaws need to follow an amendment process. Changes to the rules and regulations can be presented by the Board of Directors, or any voting member at the annual meeting. Changes are passed with a majority vote of all members (present or not present).
- A-2. Annual meetings will be scheduled every year to occur during the month of May or June. The date of the meeting will be established and communicated before April 1st of each year. Access to the meeting via conference call is available on request.

- A-3. Attendance and Voting Methods. Meeting and vote proxies may be submitted by US. Mail, Email, or Fax to any member of the Board of Directors. Should a member request remote access to the annual meeting, a conference call number will be provided.
- A-4. Board of Directors. The Board of Directors shall consist of a President, Treasurer and Secretary. Formal elections are held at the annual meeting of every even year. Retention votes are cast on odd years.

B. **ASSESSMENT COLLECTION POLICY.** The scope and designation of annual and special assessments are defined in sections 4, 5 and 6 of the Whispering Highlands II Condominium Bylaws. The association will pursue collection of all assessments, late fees, and all related costs of collection, including but not limited to lien fees, collection costs, and attorney's fees. Fines will be collected in the manner as authorized by law, the Whispering Highlands II Condominium Bylaws, and the Whispering Highlands II Condominium Rules and Regulations.

- B-1. **Designation of Assessment Amount** – The amount of the annual assessment will be confirmed at each annual meeting held in May or June each year. Special assessment amounts will be confirmed at the annual meeting or a special meeting of owners as defined in the bylaws.
- B-2. **Assessment Notification** – Owners will be notified of their required assessment payment no later than October 15th of each year by U.S. Post to the owner's address or via electronic notification if authorized by the owner. Owners are responsible for informing the association of any change in address.
- B-3. **Assessment Due Dates** – The due date for a given assessment shall be as prescribed in the applicable assessment billing notice and is referred to in this Assessment Collection Policy as the "due date." In normal practice, the due date for annual assessments is set as December 1st of the year.
- B-4. For imposition of late fees, assessments are delinquent if not paid within 15 days beyond the due date (the "delinquency date"). The association reserves the right to impose fines and interest on delinquent amounts in accordance with the terms of the Bylaws, Section 6.
- B-5. **Handling Charges and Returned Checks** – To recoup expenses incurred associated with collecting delinquent assessments, the following fees and charges are set forth, secured by the assessment lien and are the personal obligation of the delinquent unit owner:
 - a. Any handling charges, administrative fees, postage, or other collection costs or expenses incurred by the association related to the collection of any assessment or other outstanding amount owing beyond the delinquency date.
 - b. A Returned Check Fee, as determined by the board in the Rules and Regulations, will become due and payable for any check tendered to the association that is dishonored by the drawee of such check, the charge being in addition to any other fee or charge passed on by a financial institution.
 - c. Any other costs of collection including Attorney fees and Lien fees, if a notice of lien is prepared and/or recorded.
 - d. Any fee or charge becoming due and payable pursuant to this paragraph will be added to the amount outstanding and is collectible to the same extent and in the same manner as the delinquent assessment.
- B-6. **Application of Funds Received** - Unless otherwise directed in writing by the payee and unless otherwise subsequently changed by state statute, all moneys received by the association will be applied to amounts outstanding to the extent of and in the following order:
 - a. First, to assessments;
 - b. Next, to late fees and interest on those late assessments;
 - c. Then to collection fees and attorneys' fees and costs the association has incurred and related to the unpaid assessments;

- d. Next, to other unpaid fees, charges and fines or interest and late charges on any of those amounts

C. VIOLATION DETERMINATION & APPEALS PROCEDURE

- C-1. Establishment of a Violation.** Any activity or ongoing condition on any unit that is in direct opposition to the plat, declaration, articles of incorporation, bylaws, covenants, rules and regulations and/or guidelines (referred to as "association's governing documents"), which is not expressly authorized by the board, is deemed a "violation" under this enforcement policy for all purposes.
- C-2. Complaint Notice.** Noncompliance with the governing documents may be noted by any resident, owner, or board member by initially submitting a written notice to the Association Board. The notice shall specify the time, date, place, and nature of the violation. A complaint notice form is available on the association website.
- C-3. Complaint Investigation.** Upon receipt of such a notice, a board member shall investigate the alleged violation. If a violation is substantiated, the board member shall attempt to secure compliance by sending a written first notice to the owner stating the time, date, place, and nature of the violation. The notice will provide a time period for compliance, will enclose a copy of this policy, and will enclose copies of applicable section(s) of the governing documents that govern such violation. The board member will offer a chance to meet with the owner directly or by phone to further clarify the situation.

All complaints will be tracked by the board, along with a record and copy of all notices sent by the board and any related correspondence.

- C-4. Complaint Hearing & Determination** - If an owner fails to comply with the first notice, the Board shall send to the owner a Notice of Hearing before the board of directors. The owner shall have the opportunity to be heard and represented by counsel before the board. Notice of hearing shall be hand-delivered or mailed by certified mail, return receipt requested to the owner and, if applicable, to the resident at the address of record at least fourteen (14) days prior to the hearing. The notice shall specify the date, time, and location of the hearing. The notice shall additionally identify the specific provisions of the governing documents the owner or resident is alleged to have violated or to be in violation of, and shall contain allegations of fact sufficient to support a finding of such violations.

Hearings can be attended in person or by conference call by any participant. The hearing shall take place whether or not the owner chooses to attend.

If, after the hearing, the board determines that a violation of the governing documents has occurred, the board shall have the power to assess charges against any owner for any violation for which the owner or the owner's family members, tenants, guests, or other invitees are responsible. Charges and actions will follow the Remedy Schedule defined in the Rules and Regulations.

D. REMEDIES AND FEES

- D-1. Remedies.** Gross Negligence of Bylaws, Covenants and Rules and Regulations may result in fines imposed by the board. These penalties can be imposed with unanimous agreement of the board. Appeals may be made to the full membership and overturned on a majority vote of members. Penalties include but are not limited to:
 - a. *Late Fees* – Members that have not paid annual assessments or special assessments in accordance with the Assessment Collection Policy.
 - b. *Fines* – penalties defined for violations of specific covenants. Fines are added to the amount due by an owner and are collected in the same manner as assessments.
 - c. *Incurred Costs* – Any member violation that results in damage and repair costs to the association, attorney fees, or other administrative costs will be liable for 110% of the cost of all related repairs.
 - d. *Towing Fees* – Violations of covenants related to unauthorized vehicles other objects will be removed by the association using a towing and/or storage service at the expense of the owner.
 - e. *Removal Fees* – Violations of covenants related debris and other objects will be disposed of by the association at the expense of the owner.

- f. *Suspension of Services* – as designated by the Remedy schedule, some violations will result in suspension of any services provided by the association to the owner, and/or limitations on use for common areas.
- g. *Other Violations* – Violations related to offensive activity must be documented with the Board using a formal complaint form. A formal meeting will be held to attempt to resolve or address the complaint. Upon finding of a legitimate violation by the board, fines will be imposed. The owner may appeal to a meeting of the membership.

D-2. Remedy Schedule. The chart that follows identifies classes of fines and fees applicable to violations. The board may adjust this schedule upon 2/3 approval of members at the annual meeting. Fees are designed to increase with subsequent notices as shown in the chart. After a third notice, lien proceedings will begin. In all situations, the owner may use the complaint and appeal process to contest a finding of violation.

Violation Type	Description / Reference	First Notice <i>Upon finding of violation or delinquency</i>	Second Notice <i>30 days after first notice via registered letter</i>	Third Notice <i>30 days after second notice via registered letter</i>
Assessment Late Fee	Assessments not paid by Due Date	**Courtesy Notice	\$25	\$50 charged for each month the assessment remains unpaid, effective immediately.
Returned Check Fee	Applies to any payments to the Association that are rejected by a financial institution	\$25	\$50	\$100
Collection Costs	Handling, Postage, Registered Letters, and other Collection Costs	Costs Incurred	Costs Incurred	Costs Incurred
Damage to Common Area	Damage to roadways, common nature area, or other items in common.	**Courtesy Notice requesting owner to repair within 10 days	\$100 fine plus costs incurred by association to repair (damages amount)	\$100 fine for each month the damages amount is unpaid
Covenant O – Camper Violations	Fees related to violating the unattended camper Covenant O	**Courtesy Notice requesting owner to remove within 10 days	15 days after first notice via registered letter \$100 fine and notice of towing within next 15 days	15 days after second notice via registered letter \$200 fine, item is towed. Instructions are provided for retrieval of property. Subsequent violations receive NO grace period and proceed straight to towing.
Towing or Removal Fees	Fees related to removal of items in violation of covenants b, c, g, h, j, n, p	**Courtesy Notice requesting owner to remove within 10 days	\$100 fine and demand to remove	\$200 fine, plus costs incurred by association to remove/store.
Offensive Activity Complaints	Covenant violations that hinder the quality of living for other owners. Covenants c, f, I, k, q, and Rental Policy rules.	**Courtesy Notice	\$100 for second instance of violation	\$200 for each subsequent violation

Violation	Description /	First Notice	Second Notice	Third Notice
Construction Violations	Violations of dwelling size, construction, and repairs. Covenants q, r, s, t, and Construction Policy rules.	**Courtesy Notice plus inspection costs incurred	\$100 plus costs incurred	\$100 fine for each month unremedied, plus costs incurred
All other violations	Violations of any covenant or bylaw not specifically noted above.	**Courtesy Notice identifying pending fines and costs as determined by the board.	Fine plus costs previously warned by the board and notice of additional.	Fine plus costs as previously warned by the board.

D-3. Notification to Owner of Delinquency or Violation

- Late Notice.* A payment by a member is deemed delinquent if it is unpaid fifteen (15) or more days after the due date. A late notice may be sent, and fees will be imposed based on the Remedy Schedule defined in the Association's Rules and Regulations.
- Violation Notice.* Upon finding of a violation of covenants, the board, via registered letter, will notify the owner of the violation, finding and imposed fines based on the Remedy Schedule defined in the Association's Rules and Regulations.
- Pre-Lien Demand.* No sooner than thirty (30) days beyond the due date, the association may, but is not required to, send a demand letter to the delinquent owner making formal demand for immediate payment for all outstanding amounts ("Demand Lien Letter"). This action is taken when the Remedy Schedule has been exhausted. All fees and collection costs associated with the demand lien letter will be charged to the delinquent owner's account. Fees for this letter are a cost of collection and per the terms of the declaration, not only the personal obligation of the owner, but also secured by the assessment lien.
- Notice of Lien.* No sooner than thirty (30) days after the Pre-Lien Demand, where an owner has failed to pay in full the delinquency, the association may prepare and record a written notice of lien ("Notice of Lien") with the Grant County Recorder's Office against title to the owner's property. All assessments and charges, including fines and late charges and interest thereon, constitute a lien on the lot automatically under the Declaration and Wisconsin law. Any fees imposed for the recordation of the notice of lien are not only the personal obligation of the owner, but also secured by the assessment lien and will be charged to the delinquent owner's account.
- Other Notifications.* The association's legal counsel may, at the direction of the board, pursue other legal remedies available to collect delinquent assessments, including, without limitation, personal judgment suits and/or an action to foreclose the assessment lien. Prior to instituting litigation related to the delinquency, the association's legal counsel will send a letter to the delinquent owner's address of record with the association. A fee can be charged to the owner's account for transferring the collection file to the association's legal counsel, said fee not only the personal obligation of the owner, but also secured by the assessment lien and will be charged to the delinquent owner's account.

E – APPEALS. Violations are determined via a first notice from the Board, or the filing of a complaint by a property owner. In the case of an owner complaint, a is held to confirm a violation has occurred. Once a violation is determined in either case, the Board will proceed applying fees and remedies defined in Section D – Remedies & Fees.

- Appeal Request.* Once an first notice of violation has been issued, the owner cited has the opportunity to appeal. The appeal should be submitted to a board member, in writing, within 14 days of a first notice of violation or a complaint hearing. The owner must submit an Appeal Form which states why the determination should be overturned.
- The appeal form, along with the records of the hearing will be distributed electronically to all members. A meeting and/or conference call will be held within 10 days of the appeal receipt to allow the owner to state their case to the other owners. An online poll will be used to collect votes from members over the following 48 hour period. The board's determination is overturned only if 2/3 of the member units both participate and vote to overturn.

- E-3. Any fines or fine escalations will be suspended during the period from the receipt of the Appeal form through the completion of the vote. This period will not be counted against any notice periods. If the appeal is rejected, fees and escalation days will start to count again without including the appeal period.
- E-4. This appeal process can occur only ONCE for any specific violation instance. There is no appeal of an appeal decision.

F – BYLAW COVENANT CLARIFICATIONS. Whispering Highlands was developed under the Condominium Ownership Act of the State of Wisconsin, Condominium Ownership Act: 703.10 Bylaws (<https://docs.legis.wisconsin.gov/document/statutes/703>). The Covenants have the force of the law behind them. "Every unit owner shall comply strictly with the bylaws and with the rules adopted under the bylaws, as the bylaws or rules are amended from time to time, and with the covenants, conditions and restrictions set forth in the declaration or in the deed to the unit."

This section refers to covenants defined in **Section 31, Covenants and Restrictions As To Use and Occupancy**, of the Declaration of Whispering Highlands II Condominium. Clarifications here further refine the details of specific covenants, without altering the covenant itself.

- F-2. Covenant F – Noxious and Offensive Activity.** "No noxious or offensive activity shall be carried on within the boundaries of the Condominium, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants." Noxious/offensive activities are further defined as (but not limited to):
 - a. Excessive noise that can be heard inside neighboring residences.
 - b. Excessive noise that can be heard outdoors between the hours of 11pm and 7am.
 - c. Noxious fumes from chemicals, outdoor fires, or other sources that can be smelled inside neighboring residences.
- F-3. Covenant O – Campers.** "Campers, fifth-wheelers, motor coaches, motor homes and similar recreational vehicles are not permitted on any Unit, Common Element or Limited Common Element unless attended within a 48-hour period." This covenant refers to various types of campers, trailers, and containers when parked outside. It does not apply to vehicles stored within enclosed garages.
- F-4. Covenant S – Square Footage.** "The main residential structure(s) erected must have a minimum of 1,800 square feet of living space." The term 'Living Space' is defined as habitable, heated, non-vehicular space. Unfinished basements that can be finished in the future (not crawl spaces) are considered living space. There is no timeframe designated for completion of interior spaces of the residence.
- F-5. Covenant U – For Sale Signs.** "Until such time that Declarant has sold at least sixteen (16) Units in this condominium no advertising signs of any nature, including "For Sale" signs may be placed on the property except by the Declarant." Declarant control has ceased. Real estate For-Sale signs therefore are allowed. All other advertising is restricted. Exceptions may be granted by the Board on a case by case basis (garage sale, community picnic, etc).

G. OTHER RULES, REGULATIONS AND POLICIES

- G-1. Rental Unit Policy.** The declarations state "No Unit(s) may be leased to any non-Unit Owner without prior written permission of the Condominium Association." The association recognizes property rights of owners and the need to occasionally lease a property. The following policy, approved at the 2016 Annual Meeting, is applied to ensure that no undue burden is placed on other owners related to illegal commercial or frequent rental use.
 - d. Leases for durations of 3 months or longer will be approved as long as a copy of the lease is provided to the association, and the tenant signs an acknowledgement of, and agrees to follow, the covenants and rules and regulations.
 - e. The property owner remains liable for any violations, fines, and/or damage to common elements caused by their tenant.
 - f. Short term commercial rentals for weeks, weekends or single nights will not be approved by the board.
- G-2. Construction Equipment Policy.** Special activity is expected within the community as residences are built. This policy regulates the practices during such periods to respect existing

residences and the condition of common areas. Violations are subject to fines and other remedies as defined in the Remedy Schedule.

- a. Prior to any construction activity, a copy of the approved Grant County Zoning Permit must be submitted to the Board Secretary. The related site plan and contact information for the general contractor must also be provided.
- b. Construction equipment, containers, trailers, and campers may not be left on the site overnight until the zoning permit has been provided. All such equipment should be removed from the site upon expiration of the permit. Equipment left onsite outside of the permit dates may be removed by the association at the owner's expense.
- c. Construction noise should be limited to the hours of 7am – 6pm.
- d. Damage to common roads as a result of construction traffic will be assessed to the owner as costs are incurred. If multiple projects are in process when damage occurs, all owners under construction on that roadway will equally share the cost of repairs.
- e. The Unit Owner is responsible for construction debris and removal. No construction debris should extend beyond the property lines of the construction lot. Dumpster debris should not be allowed to overflow.

EXHIBIT "A"

DESCRIPTION:

A Parcel of land located in the Government Lot One (1), the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-three (33), Town Three (3) North, Range Four (4) West of the 4th P.M., Waterloo Township, Grant County, Wisconsin, containing 108.02 acres, more or less, and being described as follows:

Commencing at the West Quarter (W 1/4) corner of said Section Thirty-three (33), said corner being the point of beginning;

thence South 00° 12' 22" East 2087.70' along the West line of said Section Thirty-three (33) to the Northerly right of way of the Burlington, Northern, Santa Fe Railroad;

thence South 71° 31' 46" East 642.10' along said railroad right of way;

thence 284.72' on the arc of a curve to the left having a radius of 15900.00' and a long chord bearing South 72° 02' 33" East 284.72' along said railroad right of way;

thence South 72° 33' 19" East 445.71' along said railroad right of way to the East line of aforementioned Government Lot 1;

thence North 00° 09' 14" West 1177.85' along the East line of said Government Lot 1 to the Southwest corner of the Northeast Quarter (NE 1/4) of said Southwest Quarter (SW 1/4);

thence South 89° 12' 49" East 1084.46' along the South line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section Thirty-three (33) to a point in the centerline of County Highway "N";

thence 13.82' on the arc of a curve to the right having a radius of 307.44' and a long chord bearing North 27° 50' 29" East 13.82' along said centerline;

thence 92.26' on the arc of a curve to the right having a radius of 263.24' and a long chord bearing North 39° 10' 09" East 91.78' along said centerline;

thence North 49° 12' 33" East 209.93' along said centerline to a point on the East line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section Thirty-three (33);
thence North 00° 16' 48" West 1107.10' along the East line of the Northeast Quarter (NE 1/4) of said Southwest Quarter (SW 1/4);

thence North 89° 31' 07" West 2611.81' along the North line of the Southwest Quarter (SW 1/4) of said Section Thirty-three (33) to the point of beginning.

The above described parcel is subject to any and all easements of record and of use, including, but not limited to a Seventy-six foot (76') wide easement being described below:

EASEMENT DESCRIPTION:

A Seventy-six foot (76') wide non-exclusive for uninterrupted and ungated vehicular and pedestrian ingress-egress and the right to construct, improve and maintain a private roadway and to install and maintain public utilities in, over, and upon the following described easement area being located in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-two (32), Town Three (3) North, Range Four (4) West of the 4th P.M., Waterloo Township, Grant County, Wisconsin, said easement being bounded and described as follows:

Commencing at the West Quarter (W 1/4) corner of said Section Thirty-three (33),

thence South 89° 31' 07" East 48.53' along the East-West Quarter (E-W 1/4) line of said Section Thirty-three (33) to the point of beginning;

thence South 89° 31' 07" East 76.09' along said East-West Quarter (E-W 1/4) line;

thence North 03° 12' 22" East 357.38';

thence 129.38' on the arc of a curve to the left having a radius of 328.00' and a long chord bearing North 08° 05' 38" West 128.54';

thence North 19° 23' 39" West 481.07;

thence 200.93' on the arc of a curve to the right having a radius of 212.00' and a long chord

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