

MAN-CAVE CONDOMINIUM STORAGE UNITS DISCLOSURE MATERIALS

- 1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.**
- 2. THESE DISCLOSURE MATERIALS ARE GIVEN TO YOU AS REQUIRED BY LAW (WIS. STATUTE § 703.33) AND MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**
- 3. DECLARANT INFORMATION IS AS FOLLOWS:**

**DECLARANT NAME: JJJ2, LLC
1911 West Wisconsin Avenue
Appleton, WI 54914**

**DECLARANT'S AGENT: Jeffrey Day
1911 West Wisconsin Avenue
Appleton, WI 54914**

INDEX OF DISCLOSURE MATERIALS

Under Wis. Stats. § 703.33

The disclosure materials the seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

- A. DECLARATION. The Declaration establishes and describes the Condominium, the units, and the common areas. The Declaration appears on page 7.
- B. BY-LAWS. The By-Laws contain rules which govern the Condominium govern the day-to-day use of common elements and facilities as well as the units themselves. The By-Laws begin on page 21.
- C. OPERATING AND MAINTENANCE MANUAL FOR RETENTION BASIN. The Operating Manual establishes procedures for the maintenance and operation of the retention basin. The Operating Manual begins on page 36.
- D. RULES AND REGULATIONS. The Rules and Regulations of the Condominium govern the day-to-day use of the common elements and facilities, as well as the units themselves. The Rules and Regulations begin on page 41.
- E. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association of which each unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 44.
- F. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services may be provided to the Condominium through contracts with individuals or private firms. There are presently no contracts for this Condominium.
- G. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the Condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Annual Operating Budget begins on page 46.
- H. LEASES. None of the Units in this Condominium are presently subject to oral or month to month leases.
- I. EXPANSION PLANS. The declarant has reserved the right to expand the Condominium. It is contemplated that there will be a maximum of 97 units. There are currently 21 units.
- J. FLOOR PLAN AND MAP. The Declarant has provided a floor plan of the unit being offered for sale and a map of the Condominium which shows the approximate location of each anticipated Condominium Unit and all facilities and common areas which are part of the Condominium. The Floor Plan and Map begin on page 49.

EXECUTIVE SUMMARY

Condominium Name: Man-Cave Condominium Storage Units

This Executive Summary was prepared or revised on July 8, 2019.

This Executive Summary highlights some of the information prospective condominium purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium disclosure materials that discuss a topic in detail.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- ◆ Condominium association name: Man-Cave Storage Condominium Association, Inc.
- ◆ Association address: 1911 West Wisconsin Avenue Appleton, WI 54914
- ◆ The association is managed:
 - By the Unit Owners (self-managed)
 - By a management agent or company
 - By the declarant (developer) or the declarant's management company
- ◆ Person(s) to be contacted for more information about the condominium: Jeffrey Day
- ◆ Address, phone number, and other contact information for the contact person: 1911 West Wisconsin Avenue Appleton, WI 54914, (920)-378-0618 (Cell Phone), dayjeffamohd@yahoo.com

2. Parking

- ◆ Number of parking spaces assigned to each Unit: N/A Number Outside: N/A Number Inside: N/A
 - Common Element Limited Common Element Included as part of the Unit
 - Separate Non-voting Units Depends on Individual Transaction [check all that apply]
- ◆ Parking fees (include separate maintenance charges, if any) No Yes, \$ _____ per _____
- ◆ Parking assignments reserved or designated on the plat or in the condominium documents:
 - No Yes – Where? Each individual unit will have its own assigned parking space.
- ◆ Parking spaces assigned to a unit by a separate deed: No Yes
- ◆ Ability to transfer parking spaces between Unit Owners: No Yes
- ◆ Describe parking available for visitors: Restricted to unit driveway.
- ◆ Describe any other parking restrictions: No parking on streets or other common area. There is no overnight parking permitted.
For condominium document references to parking, see Section C Rules and Regulations.

3. Pets

- ◆ Are pets allowed? No Yes—describe the kinds of pets allowed: _____
- ◆ Pet rules and restrictions: Permitted pets during the daytime shall be limited to dogs and cats.
For specific rules about the condominium pet rules, see Section C Rules and Regulations.

4. Unit Rentals

- ◆ May Unit Owners rent out their condominium units? No Yes – describe the limitations and restrictions on unit rentals: Those individuals or entities renting from unit owners are subject to the same limitations and restrictions as the Unit Owner.
For condominium document references regarding unit rentals, see Section C Rules and Regulations.

5. Special Condominium Amenities or Features

- ◆ Does this condominium have any special amenities or features? No Yes – What are the major amenities and features?
- ◆ Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? No Yes – cost: _____

6. Unit Maintenance and Repair Responsibilities

- ◆ A Unit Owner must maintain and repair improvement on Unit (i.e., building). Association has right to make repair and assess cost to Unit owner.
For specific information about unit maintenance and repairs, see Section A Declaration.

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- ◆ Person(s) responsible for common element maintenance, repair and replacement: The Association is responsible.
- ◆ Repair and replacement of the common elements is paid for by:
 - Unit Owner Assessments
 - Reserve funds
 - Both
 - Other (*specify*): _____
- ◆ Repair and replacement of the limited common elements is paid for by:
 - Unit Owner Assessments
 - Reserve funds
 - Both
 - Other (*specify*): _____
 For specific information about unit maintenance and repairs, see.

8. Reserve Funds

- ◆ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? No Yes
- ◆ Does the association have a Statutory Reserve Account*? No Yes – reserve balance is \$ _____
- ◆ **Note:** This amount is current as of the date this Executive Summary was prepared or revised.
For condominium document references regarding this condominium’s reserve funds for repairs and replacements, see.

*Note: A “Statutory Reserve Account” is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- ◆ Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant’s obligation to pay assessments for the units still owned by the declarant during the period of declarant control?
 - Not applicable (no developer-owned units or declarant control has ended)
 - No
 - Yes -- describe in what way:
- ◆ Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: _____

10. Expansion Plans

- ◆ Has the Declarant (developer) reserved the right to expand this condominium in the future?
 No Yes – number of additional units they may be added through expansion: 76 units
- ◆ Expansion period ends: When the total number of condominium units reaches 97 units.
- ◆ Condominium management during the expansion period is by the condominium association.
- ◆ For condominium expansion plans, see Section I Expansion Plans/Floor Plan & Map.

11. Unit Alteration and Limited Common Element Enclosure

- ◆ Unit Owner may alter a unit or enclose limited common elements: No Yes
- ◆ Describe the rules, restrictions and procedures for enclosing limited common elements: Must obtain Association/Declarant approval for unit alterations and enclosure of limited common elements.

12. First Right of Purchase

- ◆ The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale: No Yes

13. Transfer Fee

- ◆ The condominium association charges a fee in connection with the transfer of ownership of a unit: No Yes – describe in what way: In the event the condominium association exercises its right of first refusal, it shall be the responsibility of the transferring party to satisfy all applicable transfer fees.

14. Payoff Statement Fee

- ◆ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: No Yes – amount charged: \$

15. Disclosure Materials Fee

- ◆ Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: No Yes – amount charged: \$

- 16. Other restrictions or features (optional):** Upon the approval of Declarant, each unit may be subject to an upsale, which would be reflected in the purchase price of the individual unit.

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner’s legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

For condominium document references regarding condominium document amendment procedures and requirements, see.

This Executive Summary was prepared on the date stated on page one by _____
(print name or title or position).

DISCLOSURE DOCUMENT A

DECLARATION

Document No.

**DECLARATION OF
CONDOMINIUM FOR
MAN-CAVE STORAGE
CONDOMINIUMS.**

*(Expandable, Multi-Building,
Commercial Project)*

*Drafted by:
Kevin Eismann
Epiphany Law, LLC
2800 East Enterprise Avenue
Appleton, WI 54913*

Return to:
Jeffrey Day
JJJ2, LLC
1911 West Wisconsin Avenue
Appleton, WI 54914

Now being part of Tax Key No.

006-0895-06
Parcel Numbers

**DECLARATION OF CONDOMINIUM
FOR
MAN-CAVE STORAGE CONDOMINIUM ASSOCIATION, INC.**

1. Statement of Owner's Intent

This Declaration of Condominium ("Declaration") is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, (hereafter referred to as the "ACT"), effective this 8th day of July, 2019, by JJJ2, LLC, the principal offices of which are located at 1911 West Wisconsin Avenue, Appleton, WI 54914 hereinafter referred to as the "Declarant."

The purpose of this Declaration is to submit the real property described below and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the ACT and by this Declaration. All of the Declarant's rights and obligations hereunder are fully assignable.

Declarant is the sole owner of the real property described under Section 3 below and incorporated into this section by reference, together with all improvements, if any, located thereon, which is hereby submitted to the Condominium in the form of use and ownership as provided for in the ACT and in this Declaration and which property shall be held, conveyed, divided, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the ACT. Declarant states that it is the sole owner of the Expansion Areas described under Section 5.1 below. All provisions hereof shall be deemed to run with the land and shall continue as benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property subject to this Declaration.

The term "Condominium" as used herein shall mean all property subject to this Declaration including, but not limited to, the real estate, the improvements on said real estate, the Condominium Units ("Units"), all common elements, and all limited common elements.

2. Name and Address

The name by which this Condominium is to be identified is Man-Cave Storage Condominium Association, Inc. (hereinafter referred to as "Man-Cave" or "Condominium") and its mailing address is initially 1911 West Wisconsin Avenue, Appleton, WI 54914, the Unit numbers of which is intended to include upon completion Units 1 through 21, but the location of this Condominium shall be controlled by the legal description of the real property set forth below. The specific address of the Condominium has not yet been assigned but it will be at or near Blacktop Way and State Highway 76 in Clayton, Wisconsin 54004, and until assigned, it will be in the care of JJJ2, LLC at the aforementioned mailing address.

3. Initial Legal Description of Real Property

The real property which the Declarant hereby initially submits to this declaration under the terms of the ACT has the following legal description:

Lot One (1), Certified Survey Map No. 7052, filed in the Office of the Register of Deeds for Winnebago County, Wisconsin, on January 26, 2016, in Volume 1 of Page 7052, as Document 1705862 said Survey Map being all of Lot Two (2) Certified Survey Map No. 5026, and being part of the West 1/2 of the Northwest 1/4 of Section 36, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

4. Condominium Plat

The Declarant has prepared for record with the Winnebago County Register of Deeds office a Condominium Plat, attached as **Exhibit A**, consisting of a boundary survey of the initial property described in this Declaration, showing the location of the units contemplated for sale in this Condominium, and common areas to the extent feasible. Floor plans for Buildings which are not yet constructed or designed will be provided by amendment upon completion of construction.

5. Description and Number of Condominium Units

A. Definition of Unit. The term "Unit" as referred to in this Declaration shall constitute that part of this Condominium intended for independent private use comprised of a cubicle of air whose parametrical boundaries shall be as set forth for such unit on the condominium plat, whose lower boundary is an imaginary horizontal plane located parallel to and 50 feet below the surface of the ground, extended to the parametrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 50 feet about the surface of the ground, extended to the parametrical boundaries. In the case of any Multi-Unit building, the outer boundaries of any Unit situated therein shall include the interior and exterior walls which are appurtenant only to that Unit, and such Unit shall extend to the middle of any wall which is shared by another Unit. The outer boundaries of any such Unit shall also include that part of the roof which is appurtenant only to that Unit, so that if two equally sized Units are contained in one Multi-Unit building, each Unit shall include the one-half of the roof which covers such Unit. Similarly, all windows, window frames, doors and door frames, including all glass, which are appurtenant to only one Unit situated in a Multi-Unit building, shall be considered part of that Unit. Condominium Unit Owners (hereinafter "Unit Owners" or "Owners") have exclusive and private use of their own Units.

B. Number of Units. The number of Units, which are the storage Units for this Condominium, shall be determined by the Declarant, in its sole discretion; however, there shall be a maximum total of ninety-seven (97) Units. There is no assurance that all ninety-seven (97) Units will be built. One or more Units shall exist in each building.

In the event the Declarant does not complete any portion of the originally projected maximum number of 97 Units within ten (10) years after recording this Declaration, the Declarant shall then comply with the provisions of Section 703.255, Wisconsin Statutes. The number of Units to be designated in each parcel of property made part of this Condominium now, or in the future pursuant to expansion plans, remains subject to the discretion of the Declarant, and the Condominium Plat may be modified by the Declarant accordingly.

C. Location and Description of Unit Style. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location and size if required to achieve the best development in the sole opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements.

D. Effect on Percentage Interest in Common Elements. Upon any expansion, the percentage interest in the Common Elements appurtenant to each Unit shall change as set forth in Section 11.

6. Description of Common Elements

The common elements shall consist of all the Condominium improvements and appurtenances, except for the individual Units as defined herein, including without limitation the surrounding land, the outer roadway, and other parts of the property, necessary or convenient to its existence, maintenance and safety or otherwise normally in common use. The Unit Owners have the right of access and use of all of the common elements in common with other Unit Owners. The common elements may be used only for the purposes for which they were intended, and such common elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners.

6.1 Detention Basin including inlet and outlet structures

Detention Basin, including inlet and outlet structures, will be maintained by the Association, as defined in Section 12. This will be done following the “Operating and Maintenance Manual” Procedures outlined in that document dated July 8, 2019, attached hereto and incorporated herein as **Exhibit C**. The Association will be responsible for all maintenance and repair of the basin and other permanent drainage structures. It will be the responsibility of the Association to maintain the Basin to the standards of Wisconsin Administrative Codes NR 216 and NR 151.

7. Description and Use of Limited Common Elements

A portion of the common elements and facilities to be used exclusively by the Unit Owners shall be designated as "Limited Common Elements". Such Limited Common Elements consist of public utility lines, electrical service, water services, driveways and sidewalks such as are intended for private use by specific Unit Owners. Use of Limited Common Elements is reserved to the Unit Owners to whose Unit these elements are appurtenant. However, maintenance of driveways and sidewalks, including snow plowing, shall be maintained by Unit Owners at their expense. No snow may be plowed onto the Common Area roads or streets. The Association will have performance authority for said maintenance. “Performance authority,” as used herein, shall mean that if a Unit Owner fails to perform according to his or her obligations, the Association has authority to perform on the Owner’s behalf and assess the Owner for the Association’s costs and expenses relating to such performance.

8. Construction Timetable

All Units, together with common and limited common elements, will be constructed in the number and at the rate that the Declarant determines in its sole discretion to be adequate for the available market demand. The Condominium Plat shown depicts the location of proposed Condominium Units; however, the Declarant is under no obligation to construct all or any specified minimum of the Units shown.

9. Authorized and Restricted Uses of Property

Each of the Units is intended to be used and is restricted for the construction of private

storage uses only. The terms of this Declaration, the By-Laws, and Rules and Regulations adopted by the Association shall further constitute the authorized and restricted uses for this Condominium. Other restrictions include the following:

(a) Each of the Units shall be occupied and used only for storage purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

(b) The Declarant may lease any Unit on such terms and conditions as it desires and in its sole discretion; but after such Unit has been conveyed by the Declarant to an Owner, any conveyances or leases shall be subject to the Rules and Regulations as promulgated by the Association in writing from time to time. Said Rules and Regulations are adopted by the Association pursuant to but separate from the Association's By-laws. Any person occupying a Unit with the authority of an Owner shall comply with all other restrictions, covenants, rules, and conditions imposed hereunder upon an Owner.

(c) No Owner shall cause or permit the common elements to be so used as to deny other Owners the full use and enjoyment of such portion of the common elements. Accordingly, there shall be no obstruction of any common elements.

(d) The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited.

(e) No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by the Declarant, shall be placed or maintained on any portion of the Condominium.

(f) No Unit Owner shall be deemed to own any supply line, waste lines, pipes, wires, conduits or public utility lines running through said units which are utilized for or serve more than one unit. Any repair and maintenance relating to any such items shall be allocated to the Unit which such items service. To the extent that any such items provide service to multiple Units, said Units shall divide the costs of repair and maintenance equally. No Unit Owner shall deny access for repairs or maintenance of such items provided that reasonable notice is given of the need for access and the request is reasonable.

(g) Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any common elements or with the enjoyment thereof by the other Unit Owners.

(h) No nuisances shall be allowed on the Condominium property, nor shall any use or practice be allowed which is immoral, improper or offensive in the opinion of the Board of Directors or in violation of the By-Laws or Rules and Regulations of the Association or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners or occupants, including the use of musical instruments, television, radios at such times or in such volumes of sound as to be objectionable or which requires any alteration of or addition to any common elements.

(i) No Unit Owner or occupant shall commit or permit any violation of the policies of

insurance taken out by the Board of Directors in accordance with the provisions of Section 17 hereof, nor do or permit anything to be done, nor keep or permit anything to be kept, or permit any condition to exist which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the provisions of Section 17 hereof, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay these increases.

(k) No unlawful use may be made of the Condominium or any part thereof, and all laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "legal requirements") shall be strictly complied with. Compliance with any legal requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any legal requirements affecting its Unit or any part of the Condominium.

(l) Despite the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair; and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

(i) Such Unit Owner shall be responsible for the costs associated with such a process, and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and,

(ii) Such Unit Owner shall keep the Board of Directors advised as to the status of such proceedings. (The foregoing conditions specified in (i) and (ii) above hereinafter collectively called the "Conditions as to Contest").

(m) Such Unit Owner need not comply with any legal requirements so long as it shall be so contesting the validity or applicability thereof, provided that (i) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (ii) no part of the building of which the Unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest (the foregoing conditions specified in (i) and (ii) of this sentence hereinafter called the "Conditions as to Deferral of Compliance"). The Board of Directors may also contest any legal requirements without being subject to the Conditions as to Contest and may also defer compliance with any legal requirements, but only subject to the Conditions as to the Deferral of Compliance. The costs and expenses of any contest by the Board of Directors shall be a common expense.

10. Prohibition against Structural Changes by Owner

Unit Owners may alter the interior of their Units, but all exterior construction and structural changes are subject to the express prior written consent of the Declarant or the Association via its architectural committee. Owners are prohibited from making any changes to the exterior visible portions of their Units without the prior written consent of the Association.

Changes to common elements and exterior visible portions of all Units may be made only under the express written authorization of the Association with rules established for that purpose.

11. Percentage Interest Appurtenant to Each Condominium Unit

The ownership percentage interest in common and limited common elements appurtenant to each Unit shall be the number one (1) divided by the number of Units built. For illustration, if six (6) Units are built, each Condominium will have a 1/6th interest in the Condominium, whereas if nine (9) Units are built, each Unit will have a 1/9th interest in the Condominium. The percentage interest appurtenant to each Unit shall change as additional Units are built, provided that the total number of Units shall not exceed ninety-seven (97).

12. Association of Condominium Unit Owners

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

13. Declarant Control

Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been

sold to any party other than the Declarant. The Declarant may exercise any rights granted to, or satisfy any obligations imposed upon the Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any party other than the Declarant, except as provided in the By-laws, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty days after the conveyance of seventy-five percent (75%) of the Common Element interest to Unit Owners, assuming that the Condominium has been fully expanded under Section 5; or (c) thirty (30) days after the Declarant's election to waive its right of control.

14. Resident Agent for Service of Process

The initial resident agent for the service of process shall be Jeffrey Day, 1911 West Wisconsin Avenue, Appleton, WI 54914. Change of the agent for service of process may be accomplished by resolution of the Board of Directors and upon filing the name of said resident agent with the Secretary of State for the State of Wisconsin.

15. Repairs and Maintenance

For purposes of this Condominium Declaration \$500 (five hundred dollars) shall be the extent of damage to be repaired before Section 16: Damage or Destruction of Property is applicable, giving the Association additional powers to maintain or repair the property.

The Association will be responsible for the management and control and maintenance of the common elements and will have performance authority for repair, maintenance, and replacement of exterior visible portions of individual units and limited common elements, and cause the same to be kept in a good, neat, attractive, and sanitary condition, orderly maintained and repaired if a Unit Owner fails to do so. Without in any way limiting the foregoing, this shall include all painting, repairing, and decorating of exteriors, maintenance and repair of buildings, drives, parking areas, access routes and maintenance of all grounds and landscaping. In addition, the Association may maintain all grounds and landscaping within a Unit. Under this performance authority, the Association may repair and maintain the Units, including the improvements thereon, if the Unit Owner fails to meet its primary responsibilities for doing so and pass the expense onto the repaired Unit's Owner. Similarly, the Association may perform snow plowing duties on behalf of the Unit Owners if the Owners fail to do so and assess the Owners for same.

The Association will give an Owner 60 days notice to repair any defect that affects the appearance of the property or in anyway diminishes the value of another Unit Owner's property. Failure to comply will result in the Association doing the necessary repair and assessing the Unit Owner.

The Association may enter any Unit, including any improvement thereon, at reasonable

times upon giving advance notice and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible or has authority to perform. Such entries shall be made under circumstances so as to provide as little inconvenience to the Owners as practical and any damage caused thereby shall be repaired by the Association and treated as a common expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors. In the case of an emergency when injury or property damage will result from delayed entry, no notice shall be required before entry. Owners agree to this right of entry by acceptance of a Condominium Deed.

All repair, maintenance, and replacement of the structural and exterior portions of any improvement upon individual Units and limited common elements for which individual Unit Owners are responsible are subject to written approval by the Association for purposes of assuring quality and appearance in harmony with the Condominium property and buildings constructed thereon.

16. Damage or Destruction of Property

The Association shall have performance authority to repair and/or reconstruct the common elements and the limited common elements and any improvement upon the individual Units, in the event of damage to all or part of the common elements, limited common elements, or individual Units of the Condominium. Each Unit Owner shall have primary responsibility to repair, maintain, and replace any improvement upon the individual Unit(s) and limited common elements, owned or reserved for the exclusive use and benefit of that Unit Owner. All repairs and reconstruction shall be promptly undertaken to restore the damaged common elements, limited common elements, and any improvement upon the individual Units to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be the responsibility of the Unit Owner. If, after 9 months following notice of the occurrence of damage or destruction, said damage or destruction has not been repaired; the Association, has two (2) available rights to cure:

1. The Association may repair the damage and assess the Unit Owner for the cost of repair.
2. The Association may demolish the remainder of the building, assessing the cost of demolition and disposal to the Unit Owner. The Unit Owner will have one (1) year to rebuild the building, from the date of demolition, to original Condominium specifications, or forfeit his interest in the Condominium including any and all interests in common or limited common elements, as well as the individual Unit.

The only exception to the repair and/or reconstruction of common elements under this section shall be such that upon affirmative vote of at least seventy-five (75) percent of the total votes of the Association entitled to vote, it is determined not to rebuild or reconstruct. Such vote shall be taken within ninety (90) days of the date of the damage or destruction. In the event of a seventy-five (75) percent vote determining that repair or reconstruction shall not take place, the provisions of Section 703.18 of the Wisconsin Statutes authorizing partition shall not apply.

17. Insurance

The Board of Directors shall provide on behalf of the Association, a liability policy for the Association in an amount of not less than \$1,000,000 or higher as the Board sees fit.

Unit Owners will maintain liability coverage for their individual Units in an amount of not less than \$250,000 per occurrence and \$500,000 aggregate. Additionally, Unit Owners will be responsible for any insurance necessary for property damage done to the improvements upon their individual Units or the contents therein. The Association will not be responsible for damage or loss to the Units or its improvements or the contents therein. The Board of Directors will be indemnified by the Association and the Unit Owners for any damage or loss that may occur on the property. Should a Unit Owner not carry sufficient insurance to replace or repair a damaged building Section 16, above, applies.

If any activity or use of a building causes the Association's insurance policy to be of a higher risk class, then the individual Unit Owner shall reimburse the Association for the extra cost of insurance.

18. Default

If any Unit Owner fails to perform according to the terms of this Declaration, or the terms of the By-laws or Rules and Regulations, the Association has the authority to perform on such Unit Owner's behalf and assess such Unit Owner for the Association's costs and expenses relating to such performance. If any defaulting Unit Owner fails to compensate the Association in full within thirty (30) days of written notice from the Association, the Association shall have the right to place a lien on such Unit Owner's Unit. If such failure persists, the Association may foreclose on said lien and repossess any such Unit. Such default shall include, but not be limited to, a Unit Owner's failure to repair and maintain the improvements upon a Unit, or a failure to rebuild the improvements to a Unit according to Section 16 above.

19. Common Expenses and Common Surpluses

(a) The cost of common expenses incurred by the Association for the Condominium including, but not limited to, administration of the Association, insurance, repair, maintenance, landscaping, and other expenses for the common elements and limited common elements (to the extent performed by the Association) and for common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessment against Unit Owners, other than the Declarant, for such common expenses, other than building repair, maintenance, and replacement, in accordance with the percentage of the undivided interest in the common elements and facilities relating to each Unit in the manner provided for in the By-Laws of the Association.

(b) Despite anything above to the contrary in paragraph 19(a), assessment for maintenance, repair, and replacement of buildings, Units, and limited common elements, owned by or reserved for the exclusive use and benefit of a specific Unit Owner will be allocated and assessed entirely to each such Unit Owner.

(c) Units with buildings not yet constructed, Units with buildings under construction, and Units with completed buildings which are owned by the Declarant but neither leased nor occupied shall not be subject to assessments, except for repair and replacement assessments. Despite the preceding sentence, Units with completed buildings owned by the Declarant which are neither leased nor occupied shall become subject to assessments on the earlier of the date they become leased or otherwise occupied or nine months from the date construction of the Unit is substantially completed. No Unit Owner may exempt himself or herself or his or her Unit Ownership from liability for his or her contribution toward the common expenses by waiver of use or enjoyment of any of the common or limited common elements and facilities or services or by the abandonment of his or her Unit. No conveyance shall relieve any Unit Owner, grantor or his or her Unit from such liability accruing prior to such conveyance. All Unit Owners shall be jointly, severally and personally liable, along with any grantee, involved in any conveyance for the common expenses incurred up to the date of sale, until all expenses either assessed or accrued through the date of conveyance have been paid.

(d) All assessments, until paid, together with interest and actual costs including reasonable fees for collection, constitute a lien on the Units on which they are assessed, if a Statement of Lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two (2) year period it is filed. A Statement of Condominium Lien is filed with the Clerk of Circuit Court of the county where the Unit is located stating the description of the Unit, the name of the record Owner, the amount due and the period for which the assessment was due. Such Statement of Condominium Lien and enforcement thereof shall be in accordance with Section 703.16, Wisconsin Statutes.

(e) Common surpluses of the Association shall be credited to the Unit Owners' assessments for common expenses of Unit Owners in proportion to their percentage interests in the common elements. Such surpluses may be otherwise distributed or used in any such manner as determined by the Association.

(f) The Declarant shall not be responsible for assessments attributable to any Units not yet constructed.

20. Easements

Easements are hereby declared and granted for the benefit of the Unit Owners, the Association, and the Declarant for utility purposes, including those locations necessary for the initial development of this Condominium, for all utility purposes and roads for ingress and egress including, but not limited to, the right to install, lay, maintain, repair and replace electrical lines, water mains and pipes, sanitary and storm sewer lines, gas mains, telephone wire and equipment, television cable systems, transformers, roads, driveways, mail service, walks, refuse pick up, water access for boat land and necessary appurtenances over, under, along and upon any part of the common elements and facilities.

21. Amendments

This Declaration may be amended with the written consent of at least two-thirds (2/3) of the Unit Owners. An amendment becomes effective when it is recorded in the same manner as the Declaration. A Unit Owner's written consent for an amendment to this Declaration is not effective unless it is approved by the mortgagee of the Unit, if any. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Section 5.1, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. If an amendment to this Declaration has the effect of reducing the value of any Unit Owner's interest in any common element, including any limited common element, it increases the value of the Declarant's or any other Unit Owner's interest in the common element or limited common elements, then the Declarant or other Unit Owner so benefited shall compensate the Unit Owner whose value of interest is reduced in the amount of the reduction in value either in cash or by other consideration acceptable to the affected Unit Owner. Such Unit Owner may waive the right to this compensation in writing. The provisions for compensation in this section do not apply to any amendments relating to the expansion of this Condominium as authorized herein. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Section 5.1.

22. Termination of Condominium Status

All Unit Owners may remove all or any part of the property from the provisions of Chapter 703, Wisconsin Statutes, also referred to herein as the ACT, by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to their percentage of undivided interest of the Unit Owner in the property. Upon the removal of any property from the ACT, the property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which pertains to each Unit Owner shall be the percentage of undivided interest previously owned by the owner in the common elements.

23. No Waiver

The failure of the Association or the Declarant, as the case may be, 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 or relinquishment for the future of such terms, covenants, conditions or restrictions, 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 term, covenant, condition or restriction herein, shall not be deemed a waiver of such breach; furthermore, no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.

24. Captions

The captions and section headings herein are inserted only as matters of convenience and for reference and in no way define nor limit the scope or intent of the various provisions hereof.

25. Severability

The provisions hereof shall be deemed independent and severable, and any invalidity or unenforceability of any one provision or portions hereof shall not affect the validity or enforceability of the remaining portion of this Declaration or its provisions.

26. Notices

All notices required to be given by this Declaration, the By-Laws of the Association or the ACT shall be sufficient if given to one registered Unit regardless of the number of owners who have an interest therein. Notices required to be given by this Declaration, the By-Laws of the Association or the ACT shall also be served upon the Declarant by giving said notice to the resident agent specified for receipt of process herein.

All Owners shall provide and update the Secretary of the Association with an address for mailing or service of any notice or other documents, and the Secretary shall be deemed to have discharged his or her duty with respect to the giving of notices by mailing said notice or having it delivered personally to such address as is on file with the Secretary's office.

27. Enforcement

In addition to any enforcement provisions authorized pursuant to the Rules and Regulations adopted by the Association, the provisions of this Declaration may only be enforced by the Circuit Court for Winnebago County to which all parties hereto consent to jurisdiction and venue, and said enforcement may be pursuant to either affirmative or negative injunctive relief in addition to any other remedy permitted by law or in equity. Owners consent to this jurisdictional restriction and all other provisions contained herein by acceptance of a Condominium Deed.

28. Transfer Requirements and Restrictions

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the Unit to which it pertains. No Unit Owners shall execute any deed, mortgage, lease or other instrument affecting title to such Unit Ownership without and including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the common and limited common elements and facilities, 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 including also the others shall be deemed and taken to include the interest so admitted, even though the latter is not expressly mentioned or described therein.

DISCLOSURE DOCUMENT B

BYLAWS

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**BY-LAWS
OF
Man-Cave Storage Condominium Association, Inc.**

ARTICLE I
Name, Address and Purpose

Pursuant to the Articles of Incorporation of Man-Cave Storage Condominium Association, Inc. (hereinafter referred to as “Association”), and the Condominium Declaration for Man-Cave Storage Condominium Association, Inc. recorded in the office of the Register of Deeds for Winnebago County, Wisconsin (hereinafter referred to as “Declaration”), the following are adopted as the BY-LAWS of the Association, which is a non-profit corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements (hereinafter called the “Property”) under the condominium form of use and ownership, as provided in the Condominium Ownership Act (hereinafter referred to as the “Act”) under the Laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These BY-LAWS shall be binding on the Unit Owners, their heirs, administrators, personal representatives, tenants, successors and assigns.

The address of the Association shall initially be 1911 West Wisconsin Avenue, Appleton, WI 54914, until changed by amendment of these By-Laws.

ARTICLE II
Member, Voting and Meetings

2.1 MEMBERS. The corporation shall have two (2) classes of members, and the rights and qualifications of the members are as follows:

A. Class A Members

1. Defined. Class A members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one (1) vote for each Storage Unit (“Unit”) owned. The term “Unit” is defined in the Condominium Declaration. Every Unit Owner upon acquiring title shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership of such Unit ceases for any reason, at which time his or her membership in the Association shall automatically cease.
2. One (1) Membership Per Unit. One (1) Class A membership and one (1) vote shall exist for each Unit, excepting those units owned by Declarant. If title to a Unit is held by more than one (1) person, the membership related to that Unit shall be shared by such owners in the same proportionate interest and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split and shares of membership interest must be voted pursuant to the nomination contained in the membership list.

3. Membership List. The Association shall maintain a current membership list showing the membership pertaining to each Unit and person designated to cast the one (1) vote pertaining to such unit. Only one (1) person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.
4. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. The date of transfer, name of the person designated to vote and any other information about the transfer which the Association may deem pertinent shall be provided to the Association upon such transfer. The Association shall make appropriate changes to the membership list, effective as of the date of transfer upon receipt of this information.

B. Class B Members

1. Defined. Class B members shall include the Declarant who shall be entitled to three (3) votes for each Unit contemplated by the Declaration, less Units sold. The Class B membership shall cease and shall be converted to Class A membership thirty (30) days after the conveyance of seventy-five (75) percent of the common element interest of purchasers or ten (10) years after the date the first Unit is conveyed by the Declarant to any person other than the Declarant, whichever occurs first.

2.2 DECLARANT'S INITIAL RIGHTS. Until selection of the initial Board of Directors of the Association, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Directors by the Act and in the Declaration and these By-Laws shall be held and performed by the Declarant.

2.3 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum shall exist when fifty-one (51) percent of the votes entitled to vote are present at the members' meeting. Votes may be cast in person or by proxy in accordance with the designation in the membership list. The act of a majority of votes presented in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated in the written notice provided by the individual or entity entitled to vote, unless sooner revoked, and such written notice must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn and reschedule the meeting from time to time until a quorum is present, without further notice. At such rescheduled meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.4 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and place and the purpose for which the meeting is called shall be

given by the President or Secretary, unless waived in writing, to each member at his or her address as it appears on the books of the Association and shall be mailed or personally delivered not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or at the time of meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the first Monday in May or such other time and date as may be established by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two (2) members of the Board of Directors and must be called by any officer upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III Board of Directors

3.1 Number and Qualifications of Directors. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of not more than five (5) directors selected by the Declarant. No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant Control as provided in Section 13 of the Declaration, any person named by the declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

3.2 Power and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-laws.

3.3 Nomination, Election and Term of Directors. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers. Upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one (1) director to serve on the Board of Directors at a special meeting called for such purpose, for a total of five (5) directors. The Declarant shall elect the remaining four (4) Directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers and shall serve until the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements to purchasers. Upon the conveyance of fifty percent (50%) of the percentage interest in the Common elements to purchasers, the Unit Owners rather than the Declarant shall elect two (2) directors to serve on the Board of Directors at a special meeting called for such purpose, for a total of five (5) Directors. The Declarant shall elect the remaining three (3) directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the percentage interest in the Common Elements to purchasers and shall serve until the next election upon expiration of the period of Declarant control as provided in Section 13 of the Declaration. Not

later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all five (5) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

- Three (3) directors whose terms will expire after one (1) year at the next annual meeting of the Association.
- Two (2) directors whose terms will expire after two (2) years, at the second annual meeting of the Association following their elections.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified or until any of said directors shall have been removed in the manner herein provided so that the term of one (1) class of directors shall expire in each year.

The Association may accept nominations for directors any time that vacancies exist or any time within sixty (60) days prior to the expiration of any term of office. Directors may not hold consecutive terms of office.

For purposes of computing the percentage interest in the Common Elements that has been conveyed to persons other than Declarant, it shall be presumed that the Condominium has been expanded to include the maximum number of Units described in Section 5 of the Declaration.

3.4 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal by a vote of the members or the expiration of a director's term shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until the successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 Removal of Directors. At any regular or special meeting duly called, any one (1) or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast, and a successor may then and there be elected by such a majority to fill the vacancy thus created.

3.6 Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of the members. Notice of the regular annual meetings of the Board of Directors shall not be required.

3.7 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by any two (2) directors on three (3) days' written notice to each director given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.8 Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving

of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof unless such waiver is expressly denied. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 Quorum of Directors and Adjournments. At all meetings of the Board of Directors, four (4) or more of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. With regard to meetings of the initial Board of Directors referenced in Section 3.1, all three (3) persons must be present to constitute a quorum, and the act of the majority of the directors present at such meeting shall be the act of the initial Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV Officers

4.1 Designation, Election and Removal. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer to be elected annually by the Board of Directors. Upon the affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor shall be elected at the regular meeting of the Board of Directors or at any special meeting called for that purpose. Any two (2) or more offices may be held by the same person, except a combination of the offices of President and Secretary, and a combination of the offices of President and Vice President.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the Chief Executive Officer ("CEO") of the Association. The CEO shall preside at all meetings of the Association and of the Board of Directors, and shall have all the general powers and duties which are usually vested in the office of the President including, but not limited to, the power to sign, together with the Secretary or any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Members of the Association and shall count votes at such meetings and shall have charge of the Association's books and records and shall, in general, perform all duties incidental to the office of the Secretary.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He or she shall be responsible for the deposit of all moneys and all valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association. Such charges and assessments are further detailed in the following Section 5.3.

4.6 Liability of Directors and Officers. No Director or Officer shall be liable to the Association for any loss or damage suffered by the Association on account of any action taken or omitted if such Director or Officer exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or took or omitted to take such action in reliance upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which the Association may be entitled as a matter of law.

4.7 Compensation. No director or officer of the corporation shall receive any fee or other compensation or reimbursement for services rendered or expenses incurred for or on behalf of the Association, except by specific resolution by a majority vote of the members.

ARTICLE V Operation of the Property

5.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property in accordance with the Declaration, the Articles of Incorporation and these By-Laws. The Association or the Declarant may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 Rules and Regulations. The Association, through the Board of directors, shall from time to time adopt Rules and Regulations governing the operation, maintenance and use of the Property by the Unit Owners and occupants. Such Rules and Regulations of the Association shall be created pursuant to these By-laws and shall not be inconsistent with the terms of the Declaration. The Association members, their lessees or any guests the Units shall conform to and abide by all such Rules and Regulations. The Association, through its Board of Directors, shall designate such means of enforcement thereof as it deems necessary and proper. The Rules and Regulations may be altered and amended or repealed in the same manner as these By-Laws. (See Article VIII).

5.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association for operation and maintenance of the Property and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Property as set forth in the Declaration. If not paid on or before the due date, the charges shall bear interest at the rate of one and one-half (1 ½) percent per month until paid in full. Units not yet constructed are not subject to assessment.

5.4 Operating Budget. The annual operating budget shall provide for one (1) mandatory and one (1) discretionary fund. The mandatory fund shall be designated the "Operating Fund" and the discretionary fund shall be designated the "Reserve Fund". The Operating Fund shall be used for all common expenses which occur with greater than annual frequency including, but not limited to, amounts required for the costs of maintenance of the common elements, management services, insurance, common services, administration, materials and supplies. The Reserve Fund, if implemented, is non-refundable and may contain accumulations of up to \$5,000 within five (5) years from the date of the Declaration. This amount may then be maintained until used for extraordinary maintenance and repair expenses. Thereafter assessments may be levied so as to re-establish this Reserve Fund. The Association may maintain the Reserve Fund at an amount deemed reasonable by the Board. Assessments may be modified accordingly.

The Reserve Fund may be used for painting, major repairs and renovation of the common elements. The Reserve Fund may be used for contingencies and periodic expenses such as painting and renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget; then such sums as may be required in addition to the Operating Fund shall be first charged against the Reserve Fund, if implemented. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each Owner in proportion to his or her Ownership Interest as set forth in the Declaration.

The Reserve Fund may be used to discharge mechanics' liens or other encumbrances levied against the Property, or against any Unit, if resulting from action by the Association. Any Unit Owner or Owners responsible for any lien which is paid by the Association shall be specially assessed for the amount thereof.

The Directors may also use the Reserve Fund for the maintenance and repair of any Unit if such maintenance and repair is necessary to protect the common elements. The full amount of the costs or any such maintenance or repair shall be specially assessed to any Unit Owner responsible therefore.

If, at any time, the Association decides against the use of a Reserve Fund, the above-mentioned expenses associated with such Reserve Fund may instead be withdrawn from the mandatory Operating Fund.

The annual budget shall be prepared and determined by June 1 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of the common charges payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

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

5.5 Borrowing Money and Acquiring and Conveying Property. The Association, by a 66% vote of the Unit Owners, may borrow money or purchase or convey property and direct any two (2) officers of the Association to execute such documents in connection therewith as is deemed necessary or appropriate by counsel for the Association.

5.6 Default. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors in the name of the Association may bring suit for and on behalf of the Association as representative of all members to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest together with reasonable attorney's fees.

5.7 Vote of Unit Owner in Default. No Unit Owner may vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the person's Unit, and the amount necessary to release the lien has not been paid at the time of the meeting. Such vote shall be subtracted from all outstanding votes for the purpose of establishing a quorum at members' meetings.

5.8 Capital Improvements. The Association may make capital improvements, such as the construction of additional amenities, costing in excess of \$4500.00 only upon a 66% vote of all Unit Owners. This paragraph is not intended to apply to repair or maintenance expenses which shall be controlled by the Board of Directors.

ARTICLE VI Duties and Obligations of the Unit Owners

6.1 Rules and Regulations. The Units and the common elements and facilities and limited common elements (hereinafter in these paragraphs sometimes collectively referred to as

“commons”) shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association.

The Rules and Regulations and those which may be hereafter adopted by the Association are in addition to the Declaration, and made pursuant to these Bylaws and in the event of conflict, the Declaration shall govern therein.

The Rules and Regulations may be moved, modified, annulled, waived, changed and or amended at any time and in any manner by a written declaration setting forth such amendment which has been executed by the Declarant or at least 51% of the voting members and recorded in the Register of Deeds Office for Winnebago County, Wisconsin; provided, however, that such changes shall require written approval, in recordable form, of the Declarant so long as the Declarant owns any Units. Provided further, so long as Declarant owns at least 10% of the Units (constructed or contemplated), Declarant (1) may add contiguous platted real estate to the covenants and restrictions hereof and (2) may amend the same with notice to the address of all known Unit Owners. If and when Units are added, the additional Units are to be included in the computation of all percentages from the date of such additions.

6.2 Maintenance and Repair of Units. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his or her own Unit which, if omitted, would affect the project in its entirety or a portion belonging to the other Owners, and such Owner shall be personally liable to the Association for any damages caused by his or her failure to so perform.

6.3 Limited Common Elements. Every Unit Owner must maintain the limited common elements appurtenant to his or her Unit in clean and proper condition. No objects or structures shall be placed thereon without prior written consent of the Board of Directors of the Association.

ARTICLE VII General

7.1 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

7.2 Corporate Seal. The Corporation shall have no seal.

ARTICLE VIII Amendments

8.1 By Members. These By-Laws may be altered, amended or released and new By-Laws may be adopted by the members at any meeting called for such purpose by an affirmative vote of 66% of all the votes entitled to be cast.

8.2 Rights of Declarant. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws or the Declaration.

ARTICLE IX
Miscellaneous

9.1 Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him or her of such Unit or other evidence of his or her title thereto and shall file such lease with and present such other evidence of his or her title to the Board of Directors, and the Secretary shall maintain all such information in the record of the ownership of the Association.

9.2 Mortgages. Any Unit Owner who mortgages his or her Unit or any interest therein shall notify the Board of Directors of the name and address of such mortgagee and also of any release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any Unit or interest therein shall report to such person the amount of any assessments against such Unit then due and unpaid.

9.3 Indemnity of Officers and Directors. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed in connection with or resulting from any claim, action suit or proceedings, including criminal proceedings, to which he or she is made or threatened to be made a party by reason of his or her status of current or former director or officer, except as to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, willful misconduct or criminal conduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence, willful misconduct or criminal conduct in the performance of his or her duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner or with any limitations any employee or former employee of the Association with respect to any action taken or not taken in his or her capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses provided, however, that nothing in this Article IX contained shall be deemed to obligate the Association to indemnify any member or Unit Owner who is or has been an employee, director or officer of the Association, beyond the extent set forth in this Article IX, with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of the Declaration, the Act, the Articles of Incorporation and By-Laws of the Association, as a member of the Association, or Unit Owner covered thereby.

9.4 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act under the laws of the State of Wisconsin,

which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration and said Act.

9.5 Interpretation. In case any provision of the By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

9.6 No Vested Interest in Operating or Reserve Funds. Owners shall have no vested interest in, nor shall they be entitled to withdrawals from, either the Operating Fund or the Reserve Fund created hereby. Upon sale or other disposition of a Unit, said funds shall remain intact, and a new Owner shall not be additionally assessed for improvements for which the prior Owner has been assessed and the assessment has been paid.

9.7 No Waiver. Failure of the Association or members to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of these By-Laws, or to exercise any right or options contained herein, or to serve any notice or institute any action, shall not be construed as a waiver or relinquishment for the future of such terms, covenants, conditions or restrictions, all of which shall remain in full force and effect.

9.8 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision of these By-Laws.

ARTICLE X
Association Mailing Address

The mailing address of the Association shall be:

Man-Cave Storage Condominium Association, Inc.
1911 West Wisconsin Avenue
Appleton, WI 54914

These By-Laws have been duly accepted and adopted by the initial Board of Directors this _____ day of _____, 2019.

Jeffrey Day, Director

Joseph West, Director

John Garrow, Director

Jason Garrow, Director

DISCLOSURE DOCUMENT C

DETENTION BASIN OPERATING AND MAINTENANCE MANUAL

OPERATING AND MAINTENANCE MANUAL
MAN-CAVE CONDOMINIUM STORAGE UNITS
DETENTION BASIN

July 8, 2019

This manual is established in accordance with the maintenance and operation of Man-Cave Condominium Storage Units wet detention basin.

Project: Man-Cave Condominium Storage Units

Location: Highway 76 in the Town of Clayton, Winnebago County, Wisconsin.

1. Maintenance and Inspection

- 1.1 Generally. The owner of the site is responsible for inspection and maintenance. If the owner fails to maintain the inspection and maintenance of the pond, the Town of Clayton will assume responsibility of maintenance of the pond at the owner's expense.
- 1.2 Sediment Removal. Sediment at the outlet pipes shall be removed when the sediment impedes the flow to the structure. The pond should be inspected annually to determine if sediment removal is necessary. If the permanent pool depth is 3 feet or less, then remove 2 feet of sediment. The sediment should be tested for toxicity prior to removal. Non-toxic material can be disposed of at an upland site. Toxic material must be disposed of in accordance to State regulations. The dredged material can be hauled in watertight trucks or stockpiled and hauled when the water drains/recedes. The work area should be restored after the removal process. During construction, inspect the basin weekly and remove sediment as necessary.
- 1.3 Inspection. Inspect the pond annually for sediment build-up and obstructions to the overflow areas. When necessary, repair the basin and outlet structure. Debris and litter should be cleaned up as necessary.
- 1.4 Undesirable Plant Control. The detention basin has a ground cover of grass, which if properly maintained will prevent erosion of the embankment and provide an easy surface for inspection. Grass mowing, brush cutting, and removal of weed vegetation will be necessary for the proper maintenance of the basin. Acceptable methods included the use of weed whips, power brush cutters, and mowers.
- 1.5 Outlet Structure Maintenance. Maintenance should include periodically checking the outlet structure for compromised or broken sections and repairing as needed. It should also include removal of debris and sediment from the outlet structure as needed. Inspection of the outlet structure should occur at a minimum after each storm and in the spring of each year.
- 1.6 Erosion Control. Erosion occurs when the water concentrates causing failure of the vegetation or when the vegetation dies and sets up the environment for rill erosion and eventually gullies from storm water runoff. Vegetation should be established and maintained to prevent erosion by overland flow. If erosion occurs, then re-seeding and straw mulching will be required as needed. In addition, the area may need re-grading to disperse concentration flow. Erosion control mats may be needed to

protect bare soil until vegetation is established. Erosion inspections should be made after major storms and in the spring of each year. General inspections should occur during plant control and other site visits. During construction, weekly inspections should be made for erosion and repaired immediately.

1.7 Rodent Control. Rodents such as ground hogs, muskrats, and beavers are attracted to dams and reservoirs and can be quite dangerous to structural integrity and proper performance of the embankment and spillway. Groundhog and muskrats burrow in manmade earth embankments, which in turn become pathways for seepage. In the event burrows are detected within the dam, then the rodents should be dealt with by immediate removal.

2. Detention Basin Inspection & Maintenance Checklist

Check/Circle Condition Noted	Observations	Recommended Action	Action Taken (i.e., repair, monitor, investigate)
Erosion/Settling		Repair immediately and re-vegetate	
Sediment Accumulation at Wet Detention Areas		Visually and physically measure depth of water to determine sediment buildup. If depth of water is 3 feet or less then remove 2 feet of sediment	
Clogged Storm Pipes		Remove and dispose of any debris blocking flow	
Debris/Litter		Remove and dispose immediately	
Tree Growth		Remove any tree growth immediately	
Grass Health		Mow at least 2 times per year. Re-seed areas as needed to maintain cover.	

Rodent Burrows		Retain the assistance of a professional pest removal service to prevent further destruction.	
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DISCLOSURE DOCUMENT D

RULES AND REGULATIONS

Rules and Regulations

of

Man-Cave Storage Condominium Association, Inc.

Any tenants or guests of unit owners must adhere to the Condominium Declaration, Association Bylaws, Association Rules, Town, County and State Ordinances or be subject to immediate removal from the premises by the Association. This Rule shall supersede any lease obligations any unit owner may owe a tenant and said unit owner shall indemnify and hold harmless Association for any damages arising from a lease dispute, including reimbursement of reasonable attorney's fees the Association incurs in enforcement of this rule. Additionally, all leases shall be approved by the Association.

It is the responsibility of the Unit owner to obtain necessary approvals to conduct certain commercial activities (e.g., mechanic shop). The Unit Owner will hold harmless and indemnify the Association for any claims or fines arising from noncompliance with Town of Clayton, Winnebago County, or any applicable state law or code relating to that certain commercial activity.

Absolutely, NO outside storage on property is allowed. This includes outside storage on Common Area, Limited Common Area and driveways. Outside storage includes, but is not limited to, licensed/unlicensed vehicles, building supplies, firewood, etc.

No parking on streets or other Common Areas.

No additions or modifications to the exterior of Buildings without Condominium Owner's Association approval.

No fences of any type will be allowed on the premises without Association approval.

Any auxiliary lighting on or around the building must be approved by the Association and designed in such a manner as to not disturb neighbors.

Any sign or advertisement for display on Building must be approved by Association. There will be absolutely no free-standing signs.

No woodburning stoves or fireplaces will be used as a heat source. This prohibition includes pellet stoves/corn stoves or similar devices.

No burning or burying of trash inside or outside of buildings. Storage of Hazardous/toxic materials on premises is forbidden.

No person can live or maintain living quarters in the Building.

No animals (i.e., dogs and cats) can be housed on the property at anytime. Those pets that are "visiting" a particular Unit Owner must be leashed and attended to at all times. Such pets must

be cleaned up after. At any particular time, each Unit Owner will be limited to two (2) pets, notwithstanding service animals.

No ATV's, minibikes, snowmobiles, or go-karts may be operated on the roads or Common Area.

No heavy machinery, heavy equipment, bulky matter, or fixtures ("Heavy Equipment") may be operated on the roads or Common Area.

Building height will be restricted to be no more than 18-foot sidewalls.

No Unit Owners shall occupy or use his Unit or the limited common elements appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than private storage for the owner, the owner's family or the owner's lessees or guests.

There shall be no obstruction of the common elements and facilities and nothing shall be stored therein without the prior consent of the Association.

Nothing shall be done or kept in any Unit or in the commons which will increase the rate of insurance on the commons without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in this Unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons or which would be in violation of any law or ordinance.

No noxious or offensive, nor any public or private nuisance, shall be carried on in any Units or in the commons nor shall anything be done therein which may be or become an annoyance or nuisance to others.

All Rules and Regulations contained herein are subject to Winnebago County and Town of Clayton ordinances. Invalidation of any one of the covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

Any changes to these Rules and Regulations will require approval by the Town of Clayton.

DISCLOSURE DOCUMENT E
ARTICLES OF INCORPORATION

DISCLOSURE DOCUMENT F

MANAGEMENT AND EMPLOYMENT CONTRACTS

[Currently, the condominium has no such management or employment contracts.]

DISCLOSURE DOCUMENT G
ANNUAL OPERATING BUDGET

DISCLOSURE DOCUMENT H

LEASES

[Currently, the condominium has no such leases.]

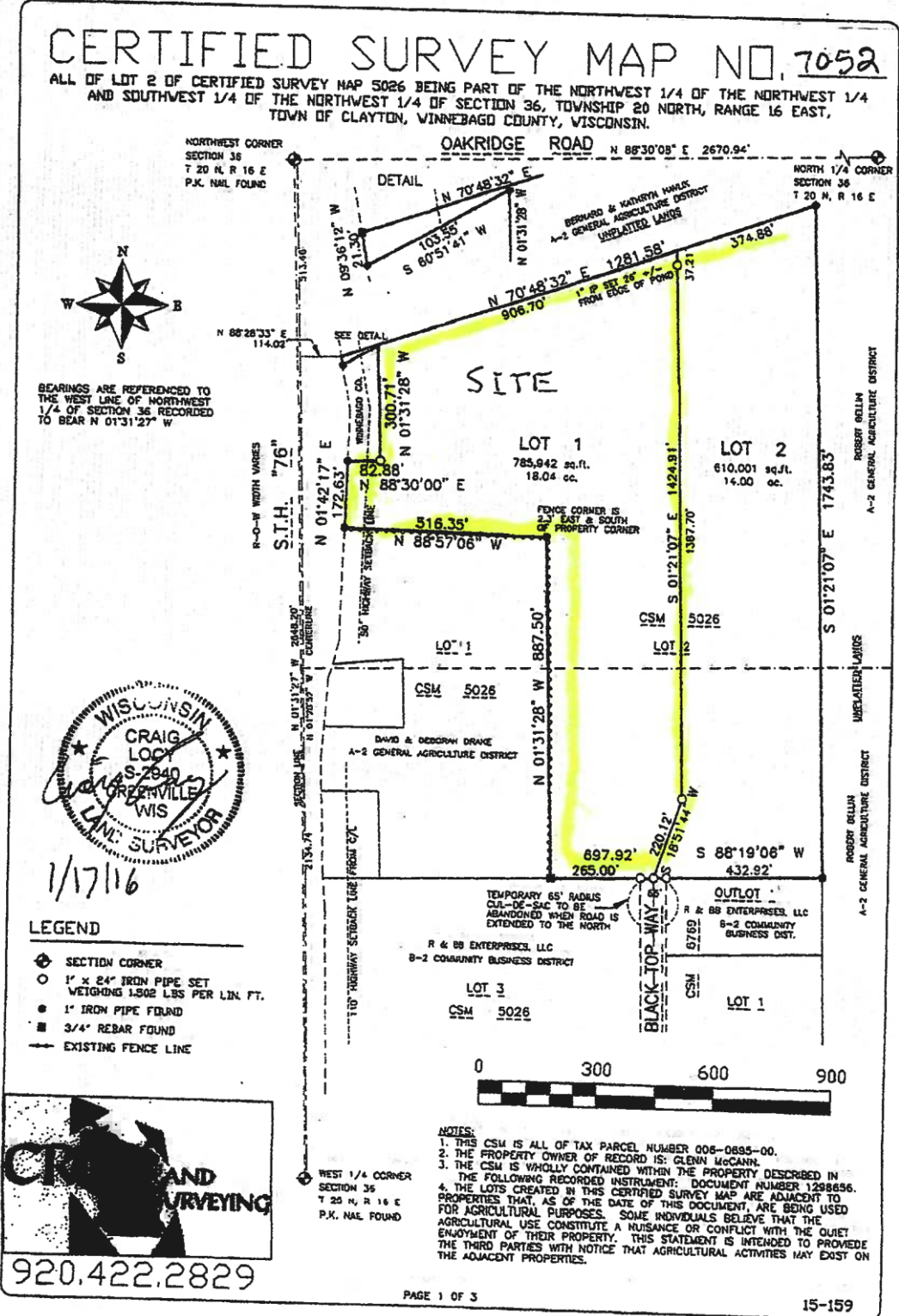
DISCLOSURE DOCUMENT I

EXPANSION PLANS/ FLOOR PLAN AND MAP

Exhibit "A"

CERTIFIED SURVEY MAP NO. 7052

ALL OF LOT 2 OF CERTIFIED SURVEY MAP 5026 BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE WEST LINE OF NORTHWEST 1/4 OF SECTION 36 RECORDED TO BEAR N 01°31'27" W



1/17/16

- LEGEND**
- SECTION CORNER
 - 1" x 24" IRON PIPE SET WEIGHING 1.502 LBS PER LIN. FT.
 - 1" IRON PIPE FOUND
 - 3/4" REBAR FOUND
 - EXISTING FENCE LINE



920.422.2829

- NOTES:**
- THIS CSM IS ALL OF TAX PARCEL NUMBER 005-0885-00.
 - THE PROPERTY OWNER OF RECORD IS: GLENN MCCANN.
 - THE CSM IS WHOLLY CONTAINED WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENT: DOCUMENT NUMBER 1288656.
 - THE LOTS CREATED IN THIS CERTIFIED SURVEY MAP ARE ADJACENT TO PROPERTIES THAT, AS OF THE DATE OF THIS DOCUMENT, ARE BEING USED FOR AGRICULTURAL PURPOSES. SOME INDIVIDUALS BELIEVE THAT THE AGRICULTURAL USE CONSTITUTE A NUISANCE OR CONFLICT WITH THE QUIET ENJOYMENT OF THEIR PROPERTY. THIS STATEMENT IS INTENDED TO PROVIDE THE THIRD PARTIES WITH NOTICE THAT AGRICULTURAL ACTIVITIES MAY EXIST ON THE ADJACENT PROPERTIES.

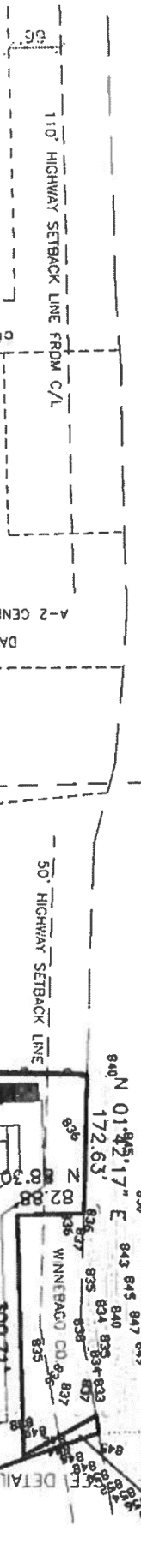


BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36, RECORDED TO BEAR N 01°31'27" W

S.T.H. "76"

R-O-W WITH VARIES

SECTION LINE N 01°31'27" W 2648.20' CENTERLINE N 01°28'52" W 2134.74' 110' HIGHWAY SETBACK LINE FROM C/L



WEST PROPERTY

LOT 3
R & BB ENTERPRISES, LLC
CSM 5026

TEMPORARY 65' RADIUS
CUL-DE-SAC TO BE
ABANDONED WHEN ROAD IS
EXTENDED TO THE NORTH

DAVID & DEBORAH DRAKE
A-2 GENERAL AGRICULTURE DISTRICT
CSM 5026

FENCE CORNER IS
20' FROM S&W CORNER
OF PROPOSED CORNER

50' HIGHWAY SETBACK LINE

DN
ION
I ELEVATION

LOT 1
OUTLOT 1
R & B ENTERPRISES, LLC
B-2 COMMUNITY
BUSINESS DIST.
CSM 6769

AREA INCLUDED IN
DETENTION DESIGN

LOT 2

N 88°28'33" E
114.02'

DETAIL

N 70°48' W