

**HIDDEN BAY CONDOMINIUM  
DECLARATION OF CONDOMINIUM  
TABLE OF CONTENTS**

1. INTENT
  2. DESCRIPTION OF LAND
  3. DESCRIPTION OF UNITS
  4. INTERPRETATION OF PLANS
  5. UNITS
  6. COMMON ELEMENTS
  7. PERCENTAGE INTEREST IN COMMON ELEMENTS
  8. RESTRICTION OF USE
  9. PETS, NUISANCES
  10. AGENT FOR SERVICE OF PROCESS
  11. INSURANCE
  12. REPAIR OR RECONSTRUCTION
  13. EASEMENTS
  14. MAINTENANCE AND REPAIR OF UNITS
  15. MAINTENANCE AND REPAIR OF COMMON ELEMENTS
  16. COMMON EXPENSES AND SURPLUSES
  17. ASSOCIATION OF UNIT OWNERS
  18. EXPANDABILITY
  19. VOTES OF UNIT OWNERS
  20. AMENDMENT
  21. REVOCATION
  22. CONVEYANCE AND DISPOSITION
  23. SEPARATE TAXATION
  24. UTILITIES
  25. RULES AND REGULATIONS
  26. COMPLIANCE
  27. SEVERABILITY AND INTERPRETATION
  28. CONDEMNATION
- EXHIBIT "A"

**DECLARATION OF CONDOMINIUM  
OF  
HIDDEN BAY CONDOMINIUM**

The Declaration of Condominium is made under the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by James E. Sogard and Carol L. Sogard, husband and wife, John F. Weinand, Jr., Jaye A. Smithknecht a/k/a Jaye A. Depew, and John M. Voegele, hereinafter referred to collectively as the "Declarants".

1. **INTENT.** It is the intent of the Declarants, pursuant to this Declaration of Condominium, to submit the land and improvements described herein to condominium ownership and use in the manner provided by the Wisconsin Condominium Ownership Act.
2. **DESCRIPTION OF LAND.** The land subject to this Declaration is owned by the Declarants and is more fully described as: Lot One (1) of Certified Survey Map No. \_\_\_\_\_ recorded in Volume \_\_\_\_ of Certified Survey Maps at Pages \_\_\_\_ in the office of the Burnett County Register of Deeds as Document No. \_\_\_\_\_. Said real estate is located in Government Lot Four (4), Section Twenty-six (26), Township Forty-one (41) North, Range Fourteen (14) West, Township of Webb Lake, Burnett County, Wisconsin.
3. **DESCRIPTION OF UNITS.** There are four (4) units on the land referred to in paragraph 2. A survey plan of the land showing the location and diagrammatic floor plans, showing the approximate dimensions and floor area of each building on the land is attached to this Declaration as Exhibit "A". Exhibit "A" shall hereinafter be referred to as the "Condominium Plat".

There are no expansion plans for the condominium.

4. **INTERPRETATION OF PLANS.** If there is any minor variance between (a) any existing physical boundaries of any unit or common element and (b) this Declaration of Condominium Plat as recorded, the former shall be conclusively presumed to be its boundary. The same presumption shall apply to any authorized repair or reconstruction. However, in the event of a significant variance, the Condominium Plat or Declaration shall control.
5. **UNITS.** Units are that part of the Condominium intended for the exclusive use of each unit's owner, his, her, or their family, and those persons authorized to use or occupy each unit. Units are identified on the Condominium Plat by a numerical designation. The boundaries of each unit are as follows:
  - (a) The upper boundary shall be the ceiling of the unit.
  - (b) The lower boundary shall be the floor of the unit.

(c) The side boundaries shall be the vertical planes of the exterior wall surfaces of each unit, and shall include all windows and doors, window and door frames and accessories, roof overhangs, gutter, decks and deck railings.

(d) In addition, included within each unit shall be the following items even though all or part of the item may be outside of the above-mentioned cubicle of interior space:

(1) All floor, baseboard, wall and ceiling mounted electrical switches, outlets and fixtures, junction boxes serving them wiring connecting such junction boxes and switches, outlets and fixtures, but excluding electric supply wire.

(2) All plumbing fixtures and pipes situated within the perimeter of each unit, but expressly excluding the water shut-off valve, which may be installed under each unit.

(3) All heating devices located within each unit and all appurtenant pipes, wires, and valves.

(4) All units share a common well. The Condominium Association shall be responsible for the costs, repairs, upkeep and maintenance of a common well with the costs shared equally by the four units served by said system.

The common well shall be operated only during the period between May 1 and November 1, weather permitting.

(5) Each unit has its own sanitary system. In the event that repair or replacement of an individual sanitary system is necessary, the responsibility for repairing or replacing that sanitary system shall be the responsibility of the unit owner served by that sanitary system. That easement is created herein in favor of each unit to provide adequate space in the common areas for repair and replacement of individual sanitary systems.

The necessary repair or replacement of a sanitary/septic system will always be permissible. If the only location option would encroach on a unit's individual well, that well will have to be relocated. The expense for well relocation and individual sanitary system installation will be the responsibility of the unit served by the sanitary system in need of repair.

(6) Each Unit Owner shall maintain the exterior of their unit in a neat and orderly fashion compatible with the surrounding environment.

6. COMMON ELEMENTS. The "Common Elements", without intending to limit the term, include:

- (a) The land described above in paragraph 2 (including that land upon which each building is located, including walkways, driveways, parking areas not designated as "Limited Common Elements" and fences located thereon).
- (b) All utility components not expressly designated either as part of a "Unit" or "Limited Common Element", including appurtenant plumbing and mechanical systems for well water, water and electric lines and appurtenant components thereto which serve more than one unit, and expressly including the water shut-off valve. (Above may be added if not presently existing).
- (c) All tangible personal property and fixtures used in the operation and management of the Condominium.

Slip assignments at the pier or piers for the condominium shall be made through the condominium association.

- (d) All other parts of the property, necessary or convenient to the existence, maintenance and safety of the Condominium as a whole that are normally of common use or benefit; specifically including the main shutoff for water and electricity now located within the main cabin. The shutoff shall be maintained in a manner so that they are accessible to the owners of all units.
  - (e) The Common Elements are owned by the Unit Owners, each having an undivided fractional interest therein as provided in paragraph no. 7. Each Unit Owner, his, her or their assigns, successors in interest, agents, employees, lessees, sub-lessees, mortgagees or licensees may use the Common Elements in accordance with the purpose for which they were intended, according to this Declaration, the By-Laws of the Association of Unit Owners (hereinafter referred to as the "Association"), rules and Regulations adopted by the Association, and the Wisconsin Condominium Ownership Act. The maintenance, repair and replacement, as well as any additions or improvements of the Common Elements shall be carried out as provided for in this Declaration, in the By-Laws of the Association and the Wisconsin Condominium Ownership Act.
7. PERCENTAGE INTEREST IN COMMON ELEMENTS. Each unit and its owner or owners shall have a (1/4) undivided interest in the Common Elements of the Condominium. This interest may not be separated from the unit to which it appertains and shall be permanent in nature. This percentage interest may be modified only upon the written consent of the Owners and first mortgagees of all units. Such modifications of percentage interest shall be evidenced by an amendment to this Declaration and recorded with the Register of Deeds for Burnett County. Any deed, mortgage, lease or other document purporting to effect a conveyance of a unit which does not expressly include the Unit Owner's interest in the Common Elements shall be deemed to include the interest omitted.

8. **RESTRICTION ON USE.** The units are intended for residential use as presently or hereafter defined and permitted by applicable zoning ordinances and are restricted to that use. Units may be rented to tenants; however, if they are rented, their use is limited to that of the unit, pier, and the common areas. The purpose is to maintain the private nature of the condominium.

The use and operation of trail bikes, dirt bikes, three or four-wheel vehicles, all-terrain vehicles, snowmobiles and similar vehicles on the subject property shall be restricted to the driveway, parking area, and garage. Similar vehicles used for maintenance of the grounds are exempt from said restriction.

The storage of trailers or campers will be restricted to the area designated on the Plat of Hidden Bay Condominium in the area behind the garage. Vehicles used for business purposes by the owners may be parked in that area. That area may also be used for guest parking.

There shall be no long-term rental of units. The maximum rental period shall be 14 days.

9. **PETS, NUISANCES.** No animals of any kind shall be raised, bred or kept in any unit or in the Common Elements except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. Any animal waste deposited anywhere in the Common Elements shall be promptly removed and the area cleaned by the owner of the offending pet. The Unit Owners may restrict pets in their respective units altogether when rented to third parties.

10. **AGENT FOR SERVICE OF PROCESS.** The initial Registered Agent for service of legal process, as well as for the condominium generally shall be \_\_\_\_\_ at \_\_\_\_\_.  
The Registered Agent shall also serve, as required by law, as the Registered Agent of the unincorporated Association of Unit Owners.

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

11. **INSURANCE.** Each Unit Owner shall obtain fire, casualty, and extended coverage insurance for his unit, insuring it against loss or damage by fire and other hazards for not less than the full replacement value of the property, including premises liability coverage. A Unit Owner shall provide a copy of said policy upon request of the Association. The Association shall obtain appropriate liability insurance, insuring Unit Owners, their assigns, successors in interest, agents and employees, against

claims arising out of their ownership of, use, presence on or any other association with the Units or Common Elements of the Condominium. Such coverage shall be written on the property in the name of the Association as Trustee for each of the Unit Owners, both collectively and individually, as their interests appear. The proportions for common assessments set forth in paragraph 7 above shall govern Association insurance charges. The fact that this insurance is required and obtained shall not in any way affect the right of each Unit Owner to insure his, her, its or their own unit for personal benefit.

Insurance proceeds derived from fire and other hazards insurance shall first be disbursed for the repair or restoration of the damaged Common Elements and Units. Neither Unit Owners nor Mortgagees shall be entitled to receive payment of any portion of such insurance proceeds unless and until the Association has determined not to rebuild, as provided in the following paragraph, or a court of competent jurisdiction has ordered the partition of the condominium property, or there is a surplus of insurance proceeds after complete restoration or repair of the Common Elements.

12. **REPAIR OR RECONSTRUCTION.** In the event of damage or destruction to all or part of any unit or Common Elements of the Condominium, the Association shall promptly undertake its repair or reconstruction to its former condition or one compatible with the remainder of the Condominium. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be an expense of the Unit Owner and not a common expense. Similarly, any surplus in insurance proceeds over construction costs shall belong to the Unit Owner. In addition, if any building is partially or totally destroyed, the building must be repaired or rebuilt. All plans for repair or reconstruction must be submitted to the Board of Directors of the Association prior to the commencement of construction for review and approval. If any plans so submitted are not objected to within 45 days of submission to the Board of Directors, they will be deemed approved, and repair or construction may begin. If no plans for reconstruction are submitted to the Board of Directors within 90 days of the damage, the Board of Directors may prepare its own plans, deliver them to the Unit Owner and commence construction. Such plans shall call for reconstruction of the Unit to its former condition to the extent possible. In the event zoning or other applicable codes prevent the reconstruction of a building on its former site, then the Board of Directors is authorized to dedicate a portion of the Common Elements as a replacement site for reconstruction. Any costs or repair or construction which exceed insurance proceeds which are paid by the Unit Owners Association shall constitute a special assessment against the unit owner.

13. **EASEMENTS.**

- (a) **For Utilities.** The Unit Owners, the Association, and the Declarant shall each have easements for utility purposes over, under, along and on any part of the Common Elements. This easement shall expressly include access to the water shut-off valves and electric power shut-off switch for each unit. The unit

owners and the association shall each have an easement for access to the main water and electrical system shutoffs wherever located. They are currently located in Unit 2. Additionally, included within this easement shall be that portion of the Common Elements reasonably required by a Unit Owner to drill and maintain a separate well as permitted in paragraph 7 above. This easement shall also expressly include an easement for access to the use of the well.

An easement for utility purposes shall also apply to any Unit Owner who installs his own well at his own expense.

(b) **For Decoration.** Each Unit Owner shall have an easement over and into the surfaces of the Common Elements abutting his, her, its or their unit for the purpose of maintenance, alteration and decoration provided that this easement shall not be construed so as to allow the owner to impair the structural integrity of any portion of the property or to change the boundaries of the unit, except as permitted elsewhere in this Declaration, or to interfere with the rights of the other Unit Owners in the Common Elements.

(c) **Easements Run with the Land.** All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No Unit Owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the consent of seventy (70%) percent of the other Unit Owners.

14. **MAINTENANCE AND REPAIR OF UNITS.** Each Unit Owner shall be responsible for the maintenance, repair and appearance of his, her or their unit. Each unit shall be maintained in good condition, appearance and repair at all times. In the event any unit is not properly maintained, the Association may perform such maintenance and assess the Unit Owner the reasonable cost thereof. Any repair or reconstruction of the exterior of a Unit must be completed within one (1) year of commencement.
15. **MAINTENANCE AND REPAIR OF COMMON ELEMENTS.** The Association shall be responsible for the maintenance, repair and appearance of all Common Elements. The Association shall have the power to determine precisely how and in what manner this responsibility shall be performed. However, regardless of the manner or means chosen by the Association, it shall have and retain the right of access to each unit for the maintenance, repair or replacement of any Common Element or for the purposes of making emergency repairs necessary to prevent damage to any Common Element or other unit. For this purpose, each Unit Owner agrees to provide a current set of keys to each unit, which will be retained by the Association.
16. **COMMON EXPENSES AND SURPLUSES.** The expenses incurred by the Association in performing its responsibilities or otherwise duly incurred shall be

called "Common Expenses". The Common Expenses shall be charged to the Unit Owners according to the fractional interest of each in the Common Elements as set forth in paragraph 7 above, except for insurance premiums, which shall be separately determined as provided for in paragraph 11 above.

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

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

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

17. **ASSOCIATION OF UNIT OWNERS.** All Unit Owners shall be members of the Hidden Bay Condominium Association, an unincorporated association. The operation of the condominium shall be vested in the association. The powers and duties of the association shall include those set forth in the Association By-Laws, the Wisconsin Condominium Ownership Act, and this Declaration. No Unit Owner, except an officer of the Association, or member of its Board of Directors shall have any authority to act for the Association. Notwithstanding any express or implied powers given to the Unit Owners Association pursuant to its By-Laws as adopted, the Unit Owners Association shall not be entitled to do any of the following acts, except as provided by statute in cases of condemnation or substantial loss to the units of the condominium project, unless at least three-quarter (3/4) of the first mortgagees (based upon 1 vote for each first mortgage owned), or Unit Owners of the individual condominium units shall have given their prior written approval;

- (a) By act or omission, seek to abandon or terminate the condominium project;



- (b) Change the pro rata interest or obligations of any individual condominium unit for the purpose of:
- (i) Levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or,
  - (ii) Determining the pro rata share of ownership of each condominium unit in the Common Elements;
- (c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements.
- (d) Use hazard insurance proceeds for losses to any condominium property, whether to units or to Common Elements, for other than the repair, replacement or reconstruction of such condominium property.
18. **EXPANDABILITY.** Any expansion of any unit must conform to all Federal, State, County and Local rules and zoning regulations.
19. **VOTES OF UNIT OWNERS.** There shall be one (1) and only one (1) vote attributable to each unit of the condominium in the affairs of the Association. If more than one person owns a unit, the one (1) vote attributable to that unit must be cast unanimously by all of that Unit's Owners, or it shall not be counted. There shall be no fractional vote.
20. **AMENDMENT.** This Declaration may be amended only with the written consent of Seventy-five (75%) percent of all Unit Owners and their first mortgagees, provided; however, that so long as the Declarant or its successors retain control of the condominium and the Association, no amendment shall be effective without their written consent. Any amendment so adopted shall be certified by the President and Secretary of the Association in a form suitable for recording and shall become effective upon recording with the Burnett County Register of Deeds.
21. **REVOICATION.** This Declaration may be revoked and the property removed from the provisions of the Wisconsin Condemnation Ownership Act by a duly recorded instrument to that effect. Section 703.28 of the Wisconsin Condominium Ownership Act shall govern such removal.
22. **CONVEYANCE AND DISPOSITION.** The legal description of each unit for all conveying purposes shall consist of a numerical designation as shown on the Condominium Plat, recorded with this Declaration. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided by the Act. Each unit shall consist of the space enclosed and bounded as described in paragraph 5 above.

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

23. **SEPARATE TAXATION.** Every unit and its percentage interest in the Common Elements shall be deemed to be a separate parcel and subject to separate assessments and taxation for all types of taxes authorized by law including, but not limited to, special ad valorem levies and special assessments. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole then each Unit Owner shall pay his proportionate share thereof in accordance with the relative value of his or her unit, determined by the purchase price compared to the aggregate value of all units, determined by the aggregate purchase prices. In the event that for any one year not all units have been sold, the asking price shall be used in lieu of the purchase price. During the period in which the Declarant's reservations of initial rights are in effect, the Declarant shall be responsible for the taxes attributable to each unit which remains unsold.

24. **UTILITIES.** Exterior yard lights shall be the responsibility of the condominium association.

Each unit owner shall install separate meters for gas and electricity within 180 days of the recording of the Declaration of Condominium. The total cost for installation of the separate meters shall be divided equally between the owners of the four units.

25. **RULES AND REGULATIONS.** The Association may from time to time promulgate such reasonable Rules and Regulations as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements and to cause each Unit Owner to be free from any unreasonable interference with the use of such owner's unit.

26. **COMPLIANCE.** Each Unit Owner and any person using the property in any manner shall comply strictly with the terms of this Declaration, the Articles of Incorporation of the Unit Owners Association, the By-Laws and the Rules adopted pursuant thereto, as either of the same are amended from time to time, as well as the Wisconsin Condominium Ownership Act. All decisions, contracts, agreements and determinations duly made by the Association in accordance with its Articles and By-Laws shall be binding on all Unit Owners whether they participated in such action or not. Failure to comply shall be grounds for an action to recover damages or to obtain injunctive relief, or both, maintainable by the Association or in a proper case, by an aggrieved Unit Owner. In addition, water may be terminated for any unit whose owner is in violation of the Declaration, Articles of Incorporation or By-Laws.

