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Condominium Declaration

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CONDOMINIUM DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR THE WOODS RESERVES CONDOMINIUM

THIS CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS (this "Declaration"), is made this 7th day of March, 2023, is made by Green Viper Inc., a Wisconsin corporation (the "Association").

ARTICLE I
DECLARATION

The purpose of this Declaration is to submit the land hereinafter described and the improvements constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration

Declarant hereby declares that it is the sole owner of the real property described in Section 2.2 following, together with the buildings and improvements located thereon (the "Property") which by this Declaration is submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which Property shall be held, conveyed, divided, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements contained in this Declaration and the Act. All provisions contained herein shall be deemed to run with the land and shall continue as benefits and burdens to the Declarant, successors and assigns, and to all parties hereafter having any interest in the Property.

ARTICLE II
NAME; DESCRIPTION OF PROPERTY

- 2.1. Name. The name of the condominium is THE WOODS RESERVES CONDOMINIUM.
- 2.2. Legal Description. The land comprising the Property (the "Land") is located in the city of Green Bay, County of Brown, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.
- 2.3. Address. The address of the Condominium is Erie Road, Green Bay, WI 54311. Individual unit addresses will be determined by the City of Green Bay after the final plat is approved and recorded.
- 2.4. Restrictive Covenants. The restrictive covenants and utility easements are set forth on the Condominium Plat of The Woods Reserves Plat of The Woods Reserves and recorded in the Register of Deeds for Brown County, Wisconsin.

ARTICLE 111
DESCRIPTION OF UNITS

3.1. Identification of Proposed Buildings and Units. There are thirty-five (35) proposed buildings containing one unit each. The square footage of the respective units is set forth on the Condominium Plat attached to this Declaration. The units are located upon the land described in the Condominium Plat filed for record in the office of the Register of Deeds for Brown County, Wisconsin, and incorporated herein by reference. Appurtenant Limited Common Elements to which the units have access are shown in the Condominium Plat attached hereto, each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

- 3.2. Boundaries of Units. The boundaries of each Unit shall be as shown on the Plat:

A part of the Condominium Property as shown on the Condominium Plat hereto being a cubicle of air having vertical sides formed by the planes extending parallel to and upward from the lower boundary, which is an imaginary horizontal plane located parallel to and forty (40) feet below the surface of the ground extended to the perimetrical boundaries, and whose upper boundary is a horizontal plane located parallel to and forty (40) feet above the surface of such Unit, extended to the perimetral boundaries. The Unit Owner of each Unit shall have an exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove, and replace surface and sub-surface improvements, including, but not limited to, Buildings, Structures, access driveways, walkways, building foundations, foundation pilings and basements upon and in such Unit, as shown on the Condominium Plat, for the use and enjoyment of such Unit in accordance with this Declaration. Such right and easement to construct, use, maintain and remove any such Improvements is subject to the Architectural Standards and use restrictions contained in Article VII of this Declaration. A Unit shall include the Percentage Interests of such Unit in the Common Elements.

3.3 Right to Change. Declarant reserves the right to change the location of the units if required to achieve the best development, in the opinion of the 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.

ARTICLE IV COMMON ELEMENTS; LIMITED COMMON ELEMENTS

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

- (a) The Land;
- (b) Any other portion of the improvements to the Land that is not part of a Unit as described above;
and
- (c) Mailbox islands.

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

- (a) All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and
- (b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any.
- (c) There shall be no enclosure of any area which is a limited common element to a Unit.

4.3. Conflict Between Unit Boundaries; Common Element Boundaries and Easements.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction,

reconstruction, or repair, or as a result of settling or shifting, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.2 and 3.3 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

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

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

(d) Easements for Unit Owners of Units. Declarant hereby grants to the Unit Owners of Units an exclusive and perpetual right and easement appurtenant to such Unit or Units to construct, use, maintain, remove and replace surface and sub-surface improvements, including, but not limited to, Buildings, Structures, access driveways, walkways, building foundations and basements, upon and in the respective Units for the use and enjoyment of such Unit or Units, in accordance with this Declaration.

(e) Declarant's Reservation and Rights to Grant Easements for Utilities and Right to Connect Utilities. Declarant hereby reserves for itself and for the Association the right to grant to public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Declarant further reserves for itself and its successors and assigns the right to connect with any of the above-described utility lines, underground pipes, or other conduits together with access to the Condominium Property for such connection.

(f) Easement for Construction Access and Maintenance. Declarant hereby further reserves for itself and its successors and assigns a right of access over, across and through the property described in the Plat for the purpose of transporting construction materials, for making underground or above ground utility connections and any other reasonable use related to the construction of Buildings, Structures, Units, Improvements, and amenities in any phase of the Condominium. In addition, Declarant reserves for itself, its successors and assigns a non-exclusive easement for ingress and egress over and across the property shown on the Plat.

(g) Easement for Access to Outlot 2 of CSM #9319. Declarant hereby further reserves for itself and its successors and assigns a right of access over, across and through the property described in the Common Element of the Plat shown as "Quailwood Trail and Eaglewood Trail" to the Common Element between Units 23 & 24, which is labeled a "20' Access Easement" for the purpose of access to Outlot 2 of Certified Survey Map #9319, Brown County Records. In addition, Declarant reserves for itself, its successors and assigns a non-exclusive easement for ingress and egress over and across the property shown on the Plat.

(h) Additional Easements. During the period of Declarant's control of the Association, the Declarant reserves the right to grant additional easements over the Condominium Property, including the Common Element(s), in the name of the Association.

(i) Easements to Run with the Land. All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant and any Unit Owner, purchaser, mortgagee, and other person having any interest in the Condominium Property or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium Property to the rights and easements contained in this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as though such rights and easements were set forth in their entirety in such instrument.

ARTICLE V PERCENTAGE INTERESTS; VOTING

5.1. Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. Accordingly, each Unit's Percentage Interest shall be 1/35 or approximately 2.85%.

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

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

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

5.5. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, have been furnished to the secretary of the Association. The Bylaws may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI CONDOMINIUM ASSOCIATION

6.1. General. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as The Woods Reserves Condominium Association (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 bylaws (the "Bylaws"), Wis. Stat. Ch. 703 (the "Condominium Ownership Act"), this Declaration, and Wis. Stat. Ch. 181 (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be

subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and the Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

The Association shall have all rights and responsibilities set forth in the Agreement for Municipal Services.

6.2. Board of Directors. The affairs of the Association shall be governed by a Board of Directors.

6.3. Maintenance and Repairs.

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

(b) By Unit Owner. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, sump pumps, or conduits designed or used in connection with such electrical, heating, or air conditioning systems, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.1.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.6.

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

6.4. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements

and other areas described in Section 6.3, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; and maintenance and management salaries and wages.

6.5. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

6.6. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.5 and Section 10.5; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.3 and Article XIII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.7. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.6 and Section 10.6, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

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

6.9. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-service basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Wis. Stat. 703.35.

6.10 Indemnification of Unit Owners. The Association shall indemnify and hold each Unit Owner harmless from all liabilities, costs, expenses, and damages which are determined to be the enforceable obligations of the Association; provided that each Unit Owner shall be liable to the Association for the Unit Owner's share of such Common Expenses based on the Unit Owner's Percentage Interest.

6.11 Indemnification of Association. In the event the Association is, for any reason, found liable for any damages, fines or penalties resulting, in whole or in part, from any unauthorized act of a Unit Owner or from any other act or omission of a Unit Owner in the management, operation, use or maintenance of his or her Unit

which violates the Condominium Ownership Act, this Declaration or the other Condominium Documents, or any applicable laws, ordinances or regulations, such Unit Owner shall indemnify and hold the Association harmless from all loss, liabilities, costs and expenses, including reasonable attorneys' fee incurred by the Association, except to the extent that such loss, liability, costs or expenses are covered by insurance maintained by the Association or arise from the good faith acts or omissions of such Unit Owner as an officer or director of the Association.

6.12 **Indemnification of Directors and Officers.** The directors and the officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as directors or officers. The Association and the Unit Owners shall indemnify and hold harmless each director and officer against all contractual liability to others arising out of contracts made by such director or officer on behalf of the Unit Owners and/or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners and/or the Association. The liability of any Unit Owner arising out of any contract made by such directors or officers or arising out of the aforesaid indemnity shall be limited to the Percentage Interest of such Unit Owner.

ARTICLE VII ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

7.01 **Purpose.** In order to preserve the natural setting and beauty of the Condominium Property and to establish and preserve a harmonious and aesthetically pleasing design for the Condominium Property, and to protect and promote the value of the Condominium Property, the Units and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article VII. Every grantee of any interest in the Condominium Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article VII.

7.02 Architectural Control.

(a) The Declarant shall have the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances therefrom, as set forth in this Declaration. Unless stated specifically to the contrary herein, the Declarant shall retain such right and authority until either Declarant voluntarily transfers such right and authority to the Association or Declarant, Declarant no longer holds title to any Unit, at which time the authority shall automatically transfer to the Association,

(b) No Building, Structure or improvement of any kind shall be installed, erected, constructed, or placed on any Unit (or altered or changed with respect to layout, location or exterior design, appearance, elevation, color, or material composition) without (1) prior submission of detailed plans and specifications to the Declarant for its review; and (2) prior written approval by the Declarant with respect thereto. Plans to be considered appropriate for review by the Declarant must include the following (unless the Declarant advises a Unit Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect) showing dimensions, composition and color of exterior material and equipment, if any; and a plot plan showing the location of the improvement with respect to set-backs from the boundary lines of the Unit as set forth on the Plat and finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the Declarant as it may reasonably request. The Declarant may deny or withhold approval of any proposed improvement based upon any one or more of the following factors: (i) in the Declarant's sole judgement, any one or more of the general purposes specified in Section 7.01 will not be satisfied; (ii) material composition and quality; (iii) existing design and appearance and color; (iv) coordination with other existing or contemplated improvements; (v) location with respect to topography and existing surroundings; (vi) set-backs; (vii) finished grade elevations; (viii) access; (ix) drainage or landscaping; and (x) general aesthetics. Any Unit Owner who causes or allow any improvements to be constructed, installed, placed, or altered on the Unit without prior written approval of the Declarant or the Association shall be required to remove such improvement (or restore such alteration) in its entirety at the Unit Owner's expense. All Unit

Owners acknowledge the reasonableness of this provision and agree not to challenge same, in any forum, subsequent to becoming a Unit Owner. Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a Building, Structure or other improvement may not be changed in any significant respect without the prior written approval of the Declarant.

(c) Construction of all Buildings and Structures shall be in conformance with the established grade.

(d) Upon approval by the Declarant of plans for a proposed improvement and upon receipt of the applicable municipal and other government approvals or permits, construction or installation of the improvement may commence and once commenced, shall be substantially completed within twenty-four (24) months following either acquisition of Declarant approval or issuance of any required building permit by the relevant municipality, whichever is later. The exterior finish, including installation of all doors and windows shall be substantially completed within eighteen (18) months of issuance of a building permit for the Building or Structure. The Declarant may, in its discretion, extend such completion deadline in the event the delay has been caused by factors beyond control of the Unit Owner and his/her contractors. For its own benefit to ensure compliance, the Declarant may, at its discretion, require performance bonds from the contractors responsible for construction of the improvement.

(e) Notwithstanding anything to the contrary contained in the declaration, the Building or Structure shall be constructed and substantially completed within thirty-six (36) months following the date the Unit is conveyed by the Declarant, time being of the essence. The term "substantial" completion shall mean issuance of any occupancy permit for the Building or Structure by the municipality. The Declarant may extend this time period in its sole discretion.

(f) A Vacant Unit/unbuilt Unit rules:

- (i) A Vacant Unit/unbuilt Unit cannot be used for permanent storage of any kind, and may not be used for temporary vehicle or equipment parking for more than 5 days;
- (ii) A Vacant Unit/unbuilt Unit may not be used for dumping debris;
- (iii) A Vacant Unit/unbuilt Unit cannot allow mud or dirt to coat adjacent streets and all mud/dirt buildup must be removed on a timely basis;
- (iv) A Vacant Unit/unbuilt Unit otherwise shall not be allowed to be in disrepair or unsightly.

(g) In the event the Declarant fails to act upon proposed plans within sixty (60) days following written acknowledgement by the Declarant that it has received such plans and that the Declarant has not issued to the Unit Owner a written notice stating that said plans are not adequate for purposes of its review (including the specific deficiencies of such plans) or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one (1) year following final completion thereof, no right shall exist thereafter to enforce these restrictions insofar as approval by the Declarant is required as to such particular matter. In the event that a notice of deficiency has been issued regarding such plans, the Unit Owner shall promptly rectify such deficiency and the sixty (60) day period described above shall commence on the date that the Declarant receives such revised plans and acknowledges that they are adequate for the purpose of its review of same.

(h) Any approval or permission of the Declarant under this Section, to be binding or effective, MUST BE IN WRITING signed by an authorized representative of Declarant. No oral statements, representations, or approvals of the Declarant or any of its members or agents shall be binding on the Declarant under any circumstances, regardless of any reliance thereon by any Unit Owner.

7.03 Construction of Improvements.

(a) Each Single-Family Residence will be single-story, and between 1,600 sq ft and 2,200 sq ft on the main living floor (exclusive of basement, attic, porches, patios, and storage areas) with options for a walk-out basement or exposed or partially exposed lower level where applicable

- (b) Unit Home Plans will include a minimum attached 2 stall garage; with option, where suitable, for up to an attached 3 stall garage
- (c) Each Unit Home Plan is to be one of the identified and authorized plans.
- (d) Exteriors may have a combination of ledgestone/masonry materials and maintenance free siding (reference Section I for additional material selections and requirements)
- (e) Deck/porch may have a maximum of 600 square feet of open deck area per unit (f) Roof Pitches shall range from 5, 6, or 8

7.04 Suitability.

- (a) Declarant makes no representation or warranty whatsoever, express, or implied, regarding the physical condition of any Unit. Declarant recommends that prospective buyers have their Unit inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.
- (b) Declarant discloses that a portion of certain Units may contain wetlands, environmental corridors, or other sensitive areas subject to laws and regulations further restricting use.

7.05 Approval Not a Guarantee. Approval of plans and specifications by the Declarant shall in no event be construed as representing or guaranteeing to any Unit Owner that any Single-Family Residence or other improvements built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant, nor the Association shall be responsible or liable for any defects in plans or specifications submitted, revised or approved pursuant to the terms of this Article VII, any loss or damage to any Person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances, laws or regulations, nor any defects in construction undertaken pursuant to such plans and specification.

7.06 Building Restrictions. All Single-Family Residences, Buildings and other Structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions.

To assure that Single-Family Residences, Buildings and other Structures will be located so that the maximum view and privacy will be available to each Single-Family Residence, all Single-Family Residences, Buildings and Structures will be located with regard to the topography of each Unit and Common Element areas taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Single-Family Residences, Buildings or Structures within the Condominium Property.

7.07 Single Family Use and General Restrictions.

- (a) Each Units shall be used solely for residential purposes by a single family. The term "residential Purposes" shall include only those activities necessary for or normally associated with limited recreation. Special permission shall be required from the Declarant or the Association for any business activities that may be conducted in or from any Single-Family Residence if confined solely to unobtrusive transactions. The granting or withholding of such permission shall be in the sole discretion of the Declarant or Association.
- (b) Only one Single-Family Residence may be constructed on each Unit Lot and no garage, tent, or other improvement (except for the Single-Family Residence) shall be used for temporary or permanent living or sleeping for family or guests.
- (c) Each Unit and all front, side and rear yards shall be maintained by the Unit Owner so as to be neat in appearance when viewed from any street or other Unit and, if not properly maintained, the Declarant or Association may perform yard maintenance and charge the costs thereof to the Unit Owner and levy an assessment against the Unit with respect thereto.

(d) Certain Units may be subject to wetland, conservancy, or environmental corridor restrictions.

(e) No Unit shall be used in whole or in part for conducting any unlawful activity or for any unlawful Purpose. No noxious odors or loud noises shall be permitted to escape from any Single-Family Residence or Unit nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

7.08 Use of Unit and Single-Family Residences. Not more than one (1) Single-Family Residence shall be located on any Unit.

No Unit or any Building, Structure, Single-Family Residence, or other improvement may be leased to any third party, without the prior written approval of the Association, which may be unreasonably withheld. In the event the Association approves such lease, all leases shall be required to be in writing, and, prior to commencement of any such lease, the Unit Owner shall provide the Secretary of the Association with copies of such lease. Any lessee or tenant shall in all respect be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.

7.09 Environmental Areas. No removal of vegetation, altering of natural terrain or construction of improvements shall occur within any Common Elements, wetlands, floodplains, or environmental corridors. All other activities therein shall be in compliance with all applicable laws and ordinances.

7.10 Signs. No signs or advertising posters of any kind (including realty "for sale" signs) shall be maintained or permitted on the Common Elements or Limited Common Elements or within any windows or on the exterior of any improvements located within the Condominium Property without the express written permission of the Declarant or the Board. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such considerations as may be from time to time determined by the Declarant and the Board and such approval may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section 7.08 shall not apply to Declarant. In addition, the Board, shall have the right to erect reasonable and appropriate signs on any portion of the Common Elements.

7.11 Antennas and Wires. Other than in compliance with Federal, State, or local rules or regulations prohibiting or limiting restrictions, no television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Condominium Property or a Unit without prior written consent of the Board. Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Condominium Property.

All utility lines and wiring for gas, electric, telephone and cable television service to a Single-Family Residence, garage or other improvement shall be installed underground, unless otherwise Permitted by the Declarant or the Board in writing prior to installation.

7.12 Mailboxes. Mailboxes will be located in mail areas located in the Common Elements on the Condominium Plat.

7.13 Pets. No exotic animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Unit Owner upon any portion of the Condominium Property or within any Unit, provided that generally recognized house pets may be kept in each of the Units only, subject to the Rules and Regulations adopted by the Board and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purposes or in an unreasonable number of dogs or cats (no more than two (2) dogs and/or cats permitted per Unit) or manner, or which may be contrary to applicable law. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance and is not allowed to run at large. Upon the written request of any Unit Owner, the Board may conclusively determine, in its sole and absolute discretion, whether for purposes of this Section, a particular pet is a generally recognized house pet or whether such pet is a nuisance. The Board shall require the owner of a particular pet to remove such pet from the Condominium Property if such pet is found by the Board to be a nuisance or to be a violation of these restrictions. No structure for the housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements or Limited Common Elements. Pets

shall be under control at all times when walked or exercised in any portion of the Common Elements, and no pet excrement shall be left on any portion of the Common Elements but shall be promptly removed by the owner of such pet.

7.14 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Condominium Property, Common Areas, or a Unit Lot, nor shall any nuisance or odors be permitted to exist or arise from any Unit so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons occupying any other portions of the Condominium Property. Noxious or offensive activities shall not be carried on anywhere on the Condominium Property.

7.15 Motor Vehicles Trailers Boats etc. All automobiles owned or used by Unit Owners or occupants other than temporary guests shall be parked in areas as established by the Association.

The Board shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking anywhere within the Condominium Property of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices.

Furthermore, although not expressly prohibited hereby, the Board may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them from being kept, placed, stored, maintained, or operated upon any portion of the Condominium Property if, in the opinion of the Board, such prohibition shall be in the best interests of the Condominium Property.

No Unit Owners or other occupants of any portion of the Condominium Property shall repair or restore any vehicle of any kind upon or within the Condominium Property except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Declarant hereby reserves the right (without any obligation to do so) to designate a portion of the Common Elements as a parking area for boat trailers, motor homes, and similar devices (golf cans).

7.16 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the development, completion, improvement, and sale of Units and other real estate and other business conducted by the Declarant or any affiliate of the Declarant, including, without limitation, the installation and operation of sales offices, signs and model Units, all as may be approved by the Declarant from time to time. The right to maintain and carry on such facilities and activities shall include specifically the right to use Single-Family Residences as model residences, and to use any Single-Family Residence as an office for the sale of Units within the Condominium and for related activities.

7.17 Multiple Ownership. No Single-Family Residences or Units may be sold or owned under any time-sharing, time-interval ownership, or similar right-to-use programs.

7.18 Traffic Regulations. All vehicular traffic on any private streets and roads in the Condominium Property shall be subject to the provisions of the laws of the State of Wisconsin and Brown County concerning operation of motor vehicles on public streets and roads. The Board is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits, and including modifications of those in force on private drives, within the Condominium Property. Only drivers licensed to operate motor vehicles by the State of Wisconsin or by any other state in the United States may operate any type of motor vehicle within the Condominium Property. All vehicles of any kind or nature which are operated on the streets in the Condominium Property shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Condominium Property.

ARTICLE VIII
INSURANCE

8.1. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

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

8.3. Fidelity Insurance. The Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual income. All premiums for such insurance shall be common expenses.

8.4. Directors' and Officers' Insurance. The Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$100,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

8.5. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that

they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

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

ARTICLE IX
RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION

9.1. Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 9.1.

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

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

(c) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days after the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 9.1 (c) shall be deemed to be consent to subject the Condominium to an action for partition.

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

9.3. Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 8.1), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.4. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.1 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 9.6.

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

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

9.7. Partition and Sale Upon Consent. If following damage or destruction described in Section 9.1 (c), the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Brown County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

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

ARTICLE X CONDEMNATION

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

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

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 10.2 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements is taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 10.2, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

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

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

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

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

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

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

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

10.8. Partition and Sale Upon Consent. If, pursuant to Section 10.2, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Brown County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XI
MORTGAGEES

11.1. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of any of the provisions of this Declaration, the Articles, or the Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

11.2. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.1 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

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

11.4. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XII
AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners in the Association. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Brown County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

ARTICLE XIII

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Green Bay or the County of Brown to

enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association. If the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (a) the date of the Association's denial of such petition, or (b) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and second, to the owners of the Units damaged by the violation pro rata. Furthermore, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIV GENERAL

14.1. Utility Easements. Utility Easements are set out on the Condominium Plat. The Association, acting by and in the discretion of its Board of Directors, reserves the rights to grant to any public or semipublic utility companies, additional easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.2. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements; to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium; and to maintain and repair Common Elements and other areas as described in Section 6.3. Such entry shall be made with prior notice to the Unit Owners and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when delayed entry will result in injury or property damage. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

14.3. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents, and the secretary shall be deemed to have discharged his or

her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

14.5. Access to Condominium by the Association. During any period in which the Association is replacing or repairing any Common Elements or Limited Common Elements, then the Association and its contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

14.6. Resident Agent. The name and address of the resident agent under Wis. Stat. § 703.23 is GoldFinch, Inc., 2611 Libal Street, Green Bay, Wisconsin 54301. The resident agent may be changed by the Association in any manner permitted by law.

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

IN WITNESS WHEREOF, Green Viper Inc. has caused this declaration to be executed at Green Bay, WI this 7th day of March, 2023.

Green Viper Inc.-Declarant

By: *Jeremy R. Dobbe*
Jeremy R. Dobbe
Director of Legal and Compliance

State of Wisconsin)
ss
County of Brown)

Personally, came before me this 7th day of March, 2023, Jeremy R. Dobbe, Director of Legal and Compliance of Green Viper Inc., to me known to be the person who executed the foregoing instrument.

Notary *Jennifer M. Collins*
Notary Expiration Date: 2-13-27



This document drafted by: Jeremy R. Dobbe

EXHIBIT A
Legal Description of Land

ALL OF LOT 2 OF CERTIFIED SURVEY MAP 9319 (DOCUMENT #2960641), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

BOUNDARY CONTAINS 577,172 SQUARE FEET / 13.25 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B
Condominium Plat

PLEASE SEE ATTACHED PAGES.

THE WOODS RESERVES CONDOMINIUM

ALL OF LOT 2 OF CERTIFIED SURVEY MAP 9019 (DOCUMENT #2500941), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T22N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



BEARINGS REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SECTION 2, T22N-R21E, WISCONSIN BEARS, 1875/2016, COORDINATES BASED ON THE CURRENT COUNTY COORDINATE SYSTEM OF RECORD.

THE ADDRESS OF THE UNITS IS: ERBE ROAD, GREEN BAY, WI 54311. INDIVIDUAL UNIT ADDRESSES WILL BE DETERMINED BY THE CITY OF GREEN BAY AFTER THE FINAL PLAT IS RECORDED.

ENVIRONMENTALLY SENSITIVE AREA (ESA) NOTE: ENVIRONMENTALLY SENSITIVE AREA AS DEFINED IN THE CURRENT EDITION OF THE BROWN COUNTY SEWAGE PLAN, PORTIONS OF THE LANDSCAPE, INCLUDING VALUABLE NATURAL RESOURCE FEATURES THAT SHOULD BE PROTECTED FROM INTENSIVE DEVELOPMENT, ESAS SHALL ALSO INCLUDE A SETBACK OR BUFFER FROM THESE FEATURES. FURTHERMORE, AREAS OF STEEP SLOPES (SLOPES 12% OR GREATER) WHEN LOCATED WHOLLY OR PARTIALLY WITHIN THESE NATURAL RESOURCE FEATURES SHALL ALSO BE INCLUDED AS AN ESA.



- LEGEND**
- 1" IRON PIPE FOUND
 - 1/2" x 1/2" IRON PIPE WITH CAP, WEIGHING 1.13 #/L.F. SET
 - MONUMENT FOUND, TYPE NOTED
 - FINCH
 - WETLAND SURVEYED (E.S.A.)
 - ENVIRONMENTALLY SENSITIVE AREA, SEE NOTE 4 ON SHEETS 1 & 2.
 - WETLAND PER DELINEATION

LEGAL DESCRIPTION

ALL OF LOT 2 OF CERTIFIED SURVEY MAP 9019 (DOCUMENT #2500941), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T22N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

BOUNDARY CONTAINS 577,172 SQUARE FEET / 13.25 ACRES, MORE OR LESS. PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR'S CERTIFICATE

I, RANDALL J. GETTINGER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES.

THIS PLAT IS A CORRECT REPRESENTATION OF THE WOODS RESERVES CONDOMINIUM, AS PROPOSED AT THE DATE HEREON, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

Randall J. Gettinger
 RANDALL J. GETTINGER PLS-2700
 FEBRUARY 17, 2022
 REVISED MAY 10, 2022 (UNIT ADJUSTMENT)
 REVISED FEBRUARY 6, 2023 (REVIEW COMMENTS)

BROWN COUNTY PLANNING COMMISSION

THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM PLAT WITH RESPECT TO SEC. 703.15 WIS. STATS., AND IS HEREBY APPROVED FOR THE BROWN COUNTY PLAN COMMISSION DATED THIS _____ DAY OF _____, 2023.

RYAN L. DUCKART
 BROWN COUNTY PROPERTY LISTER

CERTIFICATE OF THE CITY OF GREEN BAY
 APPROVED FOR THE CITY OF GREEN BAY, AS REQUIRED BY SEC. 703.15 WIS. STATS., AND THE CITY OF GREEN BAY MUNICIPAL CODE CHAPTER 14, SUBDIVISION AND PLATTING, ON THIS _____ DAY OF _____, 20____.

NEL STEIGERWALTE
 DEVELOPMENT DIRECTOR

NOTES:

- 1) ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS, UNLESS NOTED.
- 2) UNIT OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICES HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE CITY HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR DISTURBANCE RELATED ACTIVITIES.
- 3) THE FIELDWORK WAS COMPLETED MAY 16, 2022.
- 4) UNITS 3, 4, 7, 8, 21, 22, 23 & 24 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2010 BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES THE WETLANDS, SOIL EROSION AND LAND DISTURBANCE ACTIVITIES ARE RESTRICTED WITHIN THESE UNITS AND UNITS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

NO.	DATE	DESCRIPTION
1	1/15/23	REVISIONS
2	2/10/23	REVISIONS
3	2/10/23	REVISIONS
4	2/10/23	REVISIONS
5	2/10/23	REVISIONS
6	2/10/23	REVISIONS
7	2/10/23	REVISIONS
8	2/10/23	REVISIONS
9	2/10/23	REVISIONS
10	2/10/23	REVISIONS
11	2/10/23	REVISIONS
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41	2/10/23	REVISIONS
42	2/10/23	REVISIONS
43	2/10/23	REVISIONS
44	2/10/23	REVISIONS
45	2/10/23	REVISIONS
46	2/10/23	REVISIONS
47	2/10/23	REVISIONS
48	2/10/23	REVISIONS
49	2/10/23	REVISIONS
50	2/10/23	REVISIONS

GREEN VIPER, LLC
THE WOODS RESERVES CONDOMINIUM
 CONDOMINIUM PLAT

MACH
 ENGINEERING • SURVEYING • ENVIRONMENTAL
 2240 Schuchler Court Green Bay, WI 54303
 PH: 920-843-5755, Fax: 920-843-6767
 www.mach-wi.com

THE WOODS RESERVES CONDOMINIUM

NOTES:

- 1) ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS, UNLESS NOTED.
- 2) UNIT OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL MEASURES OBTAINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE CITY HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION RELATED ACTIVITIES.
- 3) THE FIELDWORK WAS COMPLETED MAY 14, 2022.
- 4) UNITS 3, 4, 7, 8, 31, 32, 33 & 34 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2003 BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES THE WETLANDS, DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED WITHIN THE ESA, UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY COUNTY COORDINATOR AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

ALL OF LOT 2 OF CERTIFIED SURVEY MAP 2019 (DOCUMENT #2805641), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T22N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



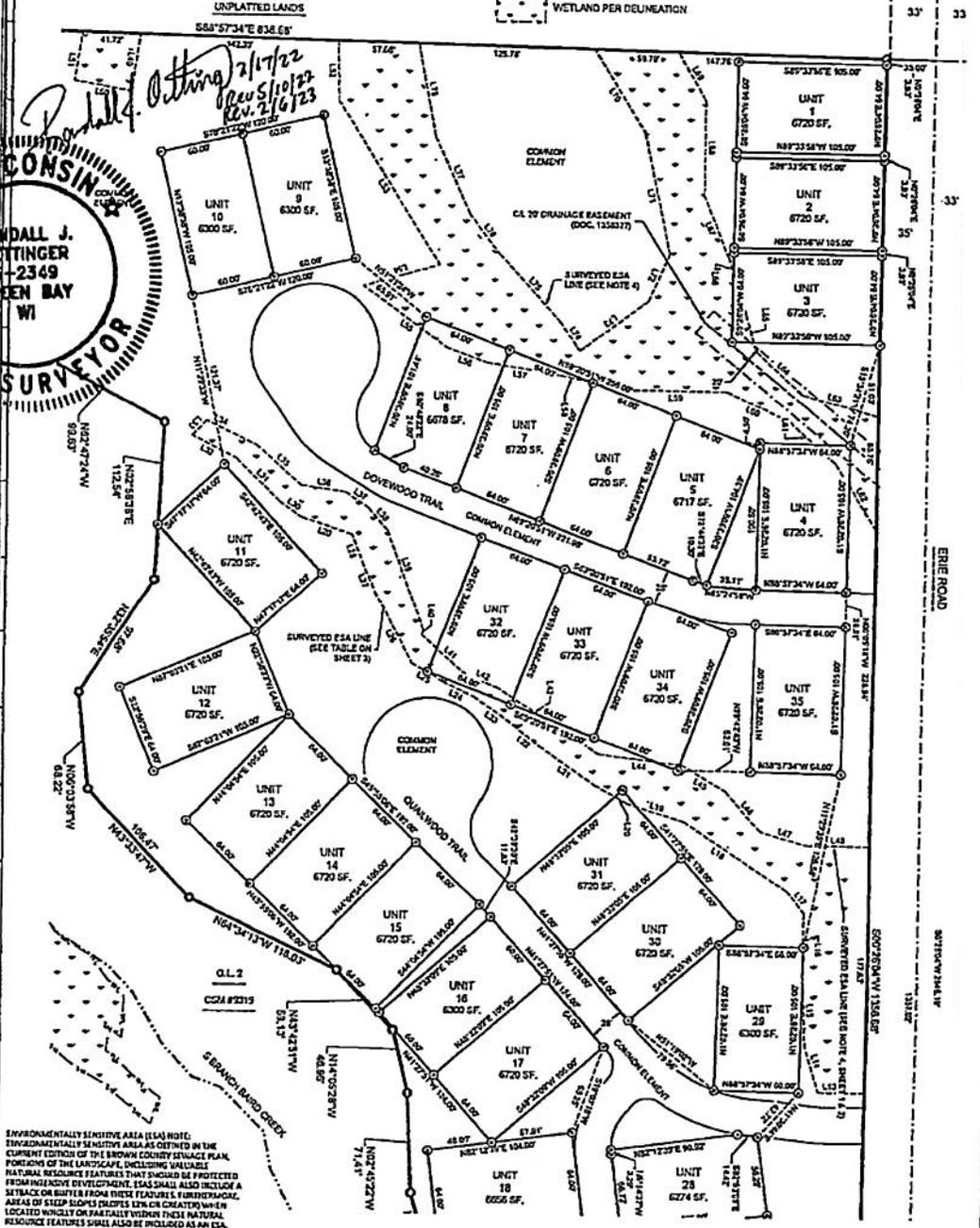
LEGEND

- ① 3" HIGH PIPE FOUND
- ② 1.327" I.D. IRON PIPE WITH CAP, WIDTH 8.13 W / I.D. 5.81
- ③ MONUMENT FOUND, TYPE NOTED
- WETLAND SURVEYED (E.S.A.) ENVIRONMENTALLY SENSITIVE AREA, SEE NOTE 4 ON SHEETS 2 & 3.
- WETLAND PER DELINEATION

RECORDS REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SECTION 2, T22N-R21E, WHICH BEARS S27°00'W COORDINATE S BASED ON THE CURRENT COUNTY COORDINATE SYSTEM OF RECORD.



Handwritten notes:
 Ottinger 2/17/22
 Rev 5/10/22
 Rev 2/16/23



ENVIRONMENTALLY SENSITIVE AREA (ESA) NOTE:
 ENVIRONMENTALLY SENSITIVE AREAS AS OBTAINED IN THE CURRENT EDITION OF THE BROWN COUNTY SEWAGE PLAN, PORTIONS OF THE LANDSCAPE INCLUDING VARIABLE NATURAL RESOURCE FEATURES THAT SHOULD BE PROTECTED FROM PROGRESSIVE DEVELOPMENT. THIS SHALL ALSO INCLUDE A SETBACK OR BUFFER FROM THESE FEATURES' FURBERSHOGE. AREAS OF STEEP SLOPES (DROPS 15% OR GREATER) WHEN LOCATED WHOLLY OR PARTIALLY WITHIN THESE NATURAL RESOURCE FEATURES SHALL ALSO BE INCLUDED AS AN ESA.

NO.	DATE	DESCRIPTION
1	10/14/21	PRELIMINARY PLAN
2	11/15/21	REVISED PERMITS & REVISIONS
3	12/15/21	REVISED PERMITS & REVISIONS
4	01/15/22	REVISED PERMITS & REVISIONS
5	02/15/22	REVISED PERMITS & REVISIONS
6	03/15/22	REVISED PERMITS & REVISIONS
7	04/15/22	REVISED PERMITS & REVISIONS
8	05/15/22	REVISED PERMITS & REVISIONS
9	06/15/22	REVISED PERMITS & REVISIONS
10	07/15/22	REVISED PERMITS & REVISIONS
11	08/15/22	REVISED PERMITS & REVISIONS
12	09/15/22	REVISED PERMITS & REVISIONS
13	10/15/22	REVISED PERMITS & REVISIONS
14	11/15/22	REVISED PERMITS & REVISIONS
15	12/15/22	REVISED PERMITS & REVISIONS
16	01/15/23	REVISED PERMITS & REVISIONS
17	02/15/23	REVISED PERMITS & REVISIONS
18	03/15/23	REVISED PERMITS & REVISIONS
19	04/15/23	REVISED PERMITS & REVISIONS
20	05/15/23	REVISED PERMITS & REVISIONS
21	06/15/23	REVISED PERMITS & REVISIONS
22	07/15/23	REVISED PERMITS & REVISIONS
23	08/15/23	REVISED PERMITS & REVISIONS
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25	10/15/23	REVISED PERMITS & REVISIONS
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27	12/15/23	REVISED PERMITS & REVISIONS
28	01/15/24	REVISED PERMITS & REVISIONS
29	02/15/24	REVISED PERMITS & REVISIONS
30	03/15/24	REVISED PERMITS & REVISIONS
31	04/15/24	REVISED PERMITS & REVISIONS
32	05/15/24	REVISED PERMITS & REVISIONS
33	06/15/24	REVISED PERMITS & REVISIONS
34	07/15/24	REVISED PERMITS & REVISIONS

GREEN VIFER, INC.
THE WOODS RESERVES CONDOMINIUM
 CONDOMINIUM PLAT

MACH
 ENGINEERING • SURVEYING • ENVIRONMENTAL
 2205 S. Johnson Road, Green Bay, WI 54303
 PH: 920-569-8763; FAX: 920-569-4787

NOTES:
 1) ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS, UNLESS NOTED.

2) UNIT OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL MEASURES OUTLINED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE CITY HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.

3) THE FIELDMARK WAS COMPLETED MAY 16, 2022.

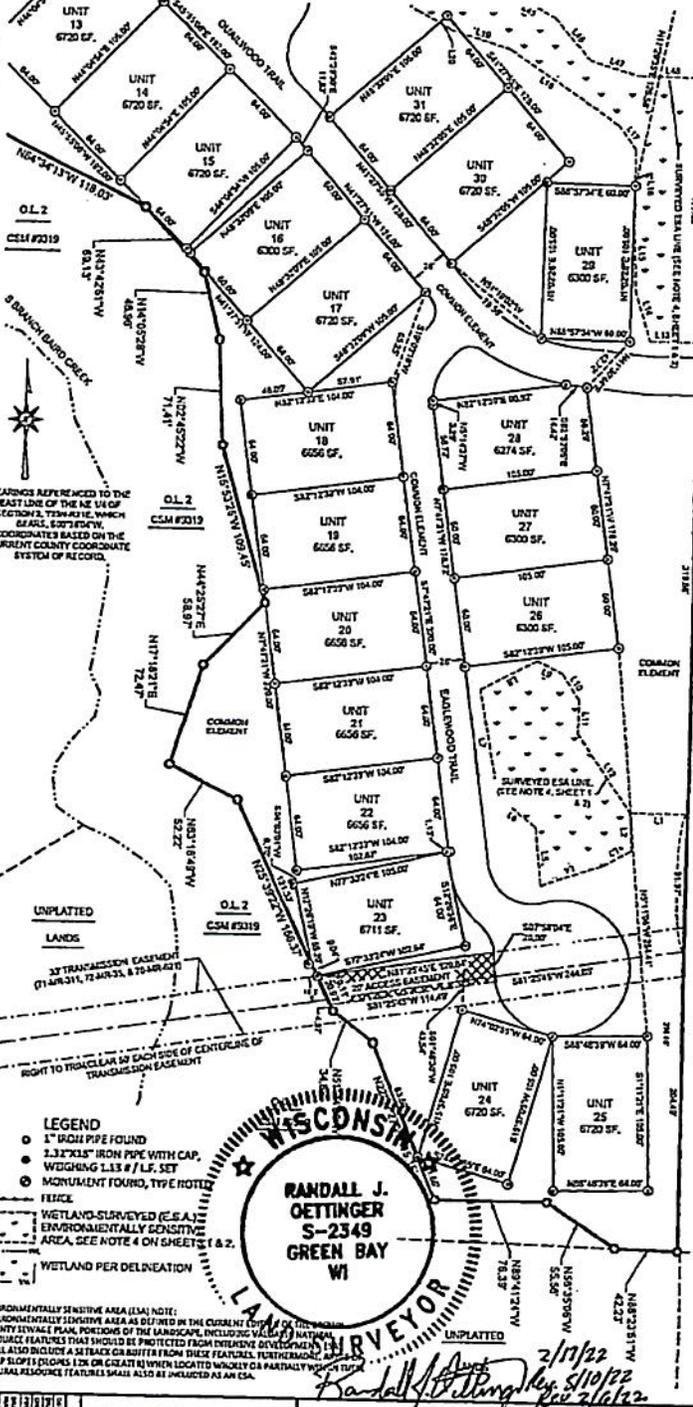
4) UNITS 2, 4, 7, 8, 31, 34 & 35 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2003 BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES THE WETLANDS, DEVELOPMENT AND LAND DISTURBANCE ACTIVITIES ARE RESTRICTED WITHIN THE ESA. UNLESS AGREEMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

THE WOODS RESERVES CONDOMINIUM

ALL OF LOT 3 OF CERTIFIED SURVEY MAP 2019 (DOCUMENT #2950641), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTH-EAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



Line #	Length	Direction
L1	28.85'	N89°33'56"W
L2	25.79'	N31°14'34"W
L3	22.18'	N62°33'31"E
L4	43.64'	N71°20'15"E
L5	39.05'	S6°03'28"E
L6	33.74'	S51°18'53"E
L7	74.09'	S10°03'09"E
L8	43.28'	S62°01'13"W
L9	19.32'	N53°16'06"W
L10	21.15'	N33°30'26"W
L11	24.40'	N10°04'48"E
L12	63.85'	N34°38'53"W
L13	33.05'	S89°33'56"E
L14	35.12'	S17°00'09"E
L15	51.32'	S21°10'17"E
L16	44.39'	S0°24'11"W
L17	19.27'	S37°17'01"E
L18	83.64'	S56°31'22"E
L19	41.99'	S72°48'52"E
L20	26.84'	S61°42'05"E
L21	46.53'	S56°07'07"E
L22	23.52'	S51°23'55"E
L23	34.32'	S55°19'21"E
L24	28.78'	S63°58'10"E
L25	25.44'	S59°53'01"E
L26	57.18'	S27°48'33"E
L27	23.43'	S23°46'05"E
L28	22.74'	S20°56'50"E
L29	38.48'	S72°04'36"E
L30	18.69'	S58°10'47"E
L31	44.14'	S46°10'35"E
L32	35.52'	S63°14'22"E
L33	14.56'	S44°56'48"W
L34	39.74'	N55°12'45"W
L35	43.10'	N48°53'22"W
L36	31.87'	N82°24'31"W
L37	20.22'	N57°13'56"W
L38	20.85'	N40°56'14"W
L39	78.87'	N20°17'21"W
L40	4.40'	N10°24'48"E
L41	42.02'	N48°18'50"W
L42	24.30'	N68°32'40"W
L43	68.44'	N57°37'54"W
L44	69.22'	N83°28'53"W
L45	36.42'	N59°55'48"W
L46	37.53'	N41°08'11"W
L47	34.42'	N73°44'20"W
L48	44.81'	N67°33'56"W
L49	40.52'	S68°53'07"W
L50	41.34'	N60°33'22"W
L51	34.42'	N68°53'56"E
L52	41.75'	S0°56'45"E
L53	139.10'	S32°35'33"E
L54	56.48'	S73°33'02"W
L55	74.23'	S54°22'06"E
L56	30.32'	S71°00'10"E
L57	48.76'	S81°02'42"E
L58	52.34'	S77°58'00"E
L59	71.83'	S89°57'07"E
L60	49.59'	S63°38'44"E
L61	44.53'	S48°00'56"E
L62	55.22'	S31°44'04"E
L63	56.17'	S74°35'47"E
L64	44.82'	S47°11'44"E
L65	27.46'	S18°20'15"E
L66	42.41'	S17°45'37"E
L67	48.40'	S22°06'50"E
L68	67.02'	S0°07'56"W
L69	39.27'	S30°44'55"E
L70	68.88'	N22°15'25"W
L71	89.01'	N12°30'28"W
L72	37.13'	N23°44'27"E
L73	60.41'	N53°38'36"E
L74	23.95'	S34°23'26"E
L75	65.87'	S42°22'45"E
L76	35.65'	S37°38'45"E
L77	61.17'	S26°02'09"E
L78	66.35'	S10°56'35"E



BEARINGS REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SECTION 2, T23N-R21E, WHICH IS AS SEEN, S07°07'07\"/>

UNPLANNED LANDS

- LEGEND**
- 1" IRON PIPE FOUND
 - 3.3"x3.3" IRON PIPE WITH CAP, WIDENING 1.13 # / L.F. SET
 - MONUMENT FOUND, TYP E NOTED
 - FACE
 - WETLAND-SURVEYED (E.S.A.) ENVIRONMENTALLY SENSITIVE AREA, SEE NOTE 4 ON SHEETS 1 & 2.
 - WETLAND PER DELINEATION

ENVIRONMENTALLY SENSITIVE AREA (ESA) NOTE:
 ENVIRONMENTALLY SENSITIVE AREA AS DEFINED IN THE CURRENT BROWN COUNTY SEWAGE PLAN, PORTIONS OF THE LANDSCAPE, INCLUDING VALLEYS, NATURAL RESOURCE FEATURES THAT SHOULD BE PROTECTED FROM INTENSIVE DEVELOPMENT. THIS SHALL ALSO INCLUDE A SETBACK OR BUFFER FROM THESE FEATURES. FURTHERMORE, ALL STEEP SLOPE AREAS 12% OR GREATER WHEN LOCATED WHOLLY OR PARTIALLY WITHIN THE NATURAL RESOURCE FEATURES SHALL ALSO BE INCLUDED AS AN ESA.



Randall J. Oettinger 2/17/22
 Surveyor
 GREEN VISTA, INC.

DATE	1984
REVISION	REVISION FEBRUARY 1, 2022 (PER PLAN COMMENTS)
DATE	MAY 16, 2022 (FIELD MARKING)
BY	REVISION DESCRIBED

THE WOODS RESERVES CONDOMINIUM
 CONDOMINIUM PLAT

MACH
 ENGINEERING • SURVEYING • ENVIRONMENTAL
 2345 Eckstein Court Green Bay, WI 54313
 PH: 920-548-8765; Fax: 920-548-4387
 www.mach-inc.com

THE WOODS RESERVES CONDOMINIUM

ALL OF LOT 2 OF CERTIFIED SURVEY MAP 9319 (DOCUMENT #2960641), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



BEARINGS REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SECTION 2, T23N-R21E, WHICH BEARS S00°26'04"W. COORDINATES BASED ON THE CURRENT COUNTY COORDINATE SYSTEM OF RECORD

THE ADDRESS OF THE UNITS IS: ERIE ROAD, GREEN BAY, WI 54311. INDIVIDUAL UNIT ADDRESSES WILL BE DETERMINED BY THE CITY OF GREEN BAY AFTER THE FINAL PLAT IS RECORDED.

ENVIRONMENTALLY SENSITIVE AREA (ESA) NOTE: ENVIRONMENTALLY SENSITIVE AREA AS DEFINED IN THE CURRENT EDITION OF THE BROWN COUNTY SEWAGE PLAN, PORTIONS OF THE LANDSCAPE, INCLUDING VALUABLE NATURAL RESOURCE FEATURES THAT SHOULD BE PROTECTED FROM INTENSIVE DEVELOPMENT. ESAS SHALL ALSO INCLUDE A SETBACK OR BUFFER FROM THESE FEATURES. FURTHERMORE, AREAS OF STEEP SLOPES (SLOPES 12% OR GREATER) WHEN LOCATED WHOLLY OR PARTIALLY WITHIN THESE NATURAL RESOURCE FEATURES SHALL ALSO BE INCLUDED AS AN ESA.

DECLARANT: GREEN VIPER INC 2929 WALKER DRIVE GREEN BAY, WI 54311

DRAINAGE EASEMENT AREA BY SEPARATE DOCUMENT

- LEGEND**
- 1" IRON PIPE FOUND
 - 1.37"X18" IRON PIPE WITH CAP, WEIGHING 1.13 # / L.F. SET
 - MONUMENT FOUND, TYPE NOTED
 - FENCE
 - WETLAND SURVEYED (E.S.A.)
 - ENVIRONMENTALLY SENSITIVE AREA. SEE NOTE 4 ON SHEETS 1 & 2.
 - WETLAND PER DELINEATION

LEGAL DESCRIPTION
 ALL OF LOT 2 OF CERTIFIED SURVEY MAP 9319 (DOCUMENT #2960641), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.
 BOUNDARY CONTAINS 577,172 SQUARE FEET / 13.25 ACRES, MORE OR LESS.
 PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SURVYOR'S CERTIFICATE
 I, RANDALL J. OETTINGER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES.

THIS PLAT IS A CORRECT REPRESENTATION OF "THE WOODS RESERVES CONDOMINIUM", AS PROPOSED AT THE DATE HEREON, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

Randall J. Oettinger
 RANDALL J. OETTINGER PLS-2349
 FEBRUARY 17 2022
 REVISED MAY 10, 2022 (UNIT ADJUSTMENTS)
 REVISED FEBRUARY 6, 2023 (REVIEW COMMENTS)



BROWN COUNTY PLANNING COMMISSION
 THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM PLAT WITH RESPECT TO SEC. 703.115 WIS. STATS. AND IS HEREBY APPROVED FOR THE BROWN COUNTY PLAN COMMISSION.
 DATED THIS 21ST DAY OF MARCH 2023.

Ryan L. Duckart
 RYAN L. DUCKART
 BROWN COUNTY PROPERTY LISTER

CERTIFICATE OF THE CITY OF GREEN BAY
 APPROVED FOR THE CITY OF GREEN BAY, AS REQUIRED BY SEC. 703.115 WIS. STATS., AND THE CITY OF GREEN BAY MUNICIPAL CODE CHAPTER 14, SUBDIVISION AND PLATTING, ON THIS 21ST DAY OF FEBRUARY 2023.

Neil Stechschulte
 NEIL STECHSCHULTE
 DEVELOPMENT DIRECTOR

- NOTES:**
- 1) ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS, UNLESS NOTED.
 - 2) UNIT OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE CITY HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.
 - 3) THE FIELDWORK WAS COMPLETED MAY 16, 2022.
 - 4) UNITS 3, 4, 7, 8, 31, 32, 33 & 34 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2003 BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES THE WETLANDS, DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED WITHIN THE ESA, UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

NO.	DATE	REVISION DESCRIPTION
1	2022 FEB 17	INITIAL SURVEY
2	2022 MAY 10	REVISION COMMENTS
3	2023 FEB 06	REVISION COMMENTS

GREEN VIPER, LLC
 THE WOODS RESERVES
 CONDOMINIUM
 CONDOMINIUM PLAT

MACH
 ENGINEERING • SURVEYING • ENVIRONMENTAL
 2260 Saltschneider Court Green Bay, WI 54313
 Ph 920-569-5765, Fax 920-569-5767
 www.machwi.com

CHERYL BERKEN
 BROWN COUNTY
 REGISTER OF DEEDS
 RECORDED ON
 03/21/2023 04:03 PM
 REC.FEE:50.00
 PAGES: 3

3031297

THE WOODS RESERVES CONDOMINIUM

NOTES:

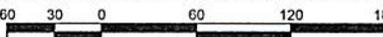
1) ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS, UNLESS NOTED.

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3) THE FIELDWORK WAS COMPLETED MAY 16, 2022.

4) UNITS 2, 4, 7, 8, 31, 32, 33 & 34 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2003 BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES THE WETLANDS, DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED WITHIN THE ESA. UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

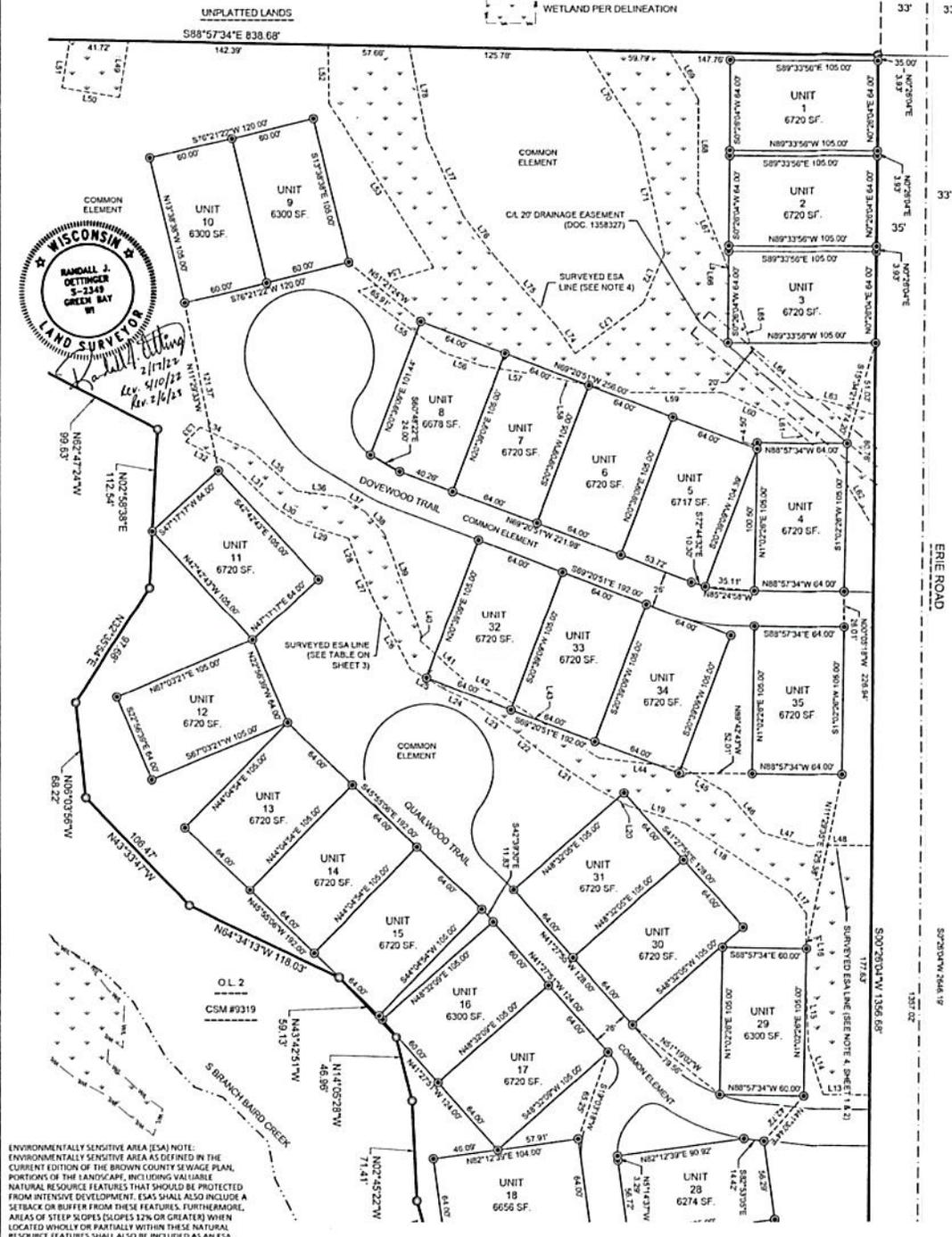
ALL OF LOT 2 OF CERTIFIED SURVEY MAP #319 (DOCUMENT #2900641), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



LEGEND

- 1" IRON PIPE FOUND
- 1.32"x18" IRON PIPE WITH CAP, WEIGHING 1.13 # / L.F. SET
- ⊙ MONUMENT FOUND, TYPE NOTED
- WETLAND SURVEYED (E.S.A.) ENVIRONMENTALLY SENSITIVE AREA - SEE NOTE 4 ON SHEETS 2 & 3
- - - WETLAND PER DELINEATION

BEARINGS REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SECTION 2, T23N R21E, WHICH BEARS S89°00'00"W. COORDINATES BASED ON THE CURRENT COUNTY COORDINATE SYSTEM OF RECORD.



ENVIRONMENTALLY SENSITIVE AREA (ESA) NOTE: ENVIRONMENTALLY SENSITIVE AREA AS DEFINED IN THE CURRENT EDITION OF THE BROWN COUNTY SEWAGE PLAN. POINTS OF THE LANDSCAPE, INCLUDING VALUABLE NATURAL RESOURCE FEATURES THAT SHOULD BE PROTECTED FROM INTENSIVE DEVELOPMENT. ESAS SHALL ALSO INCLUDE A SETBACK OR BUFFER FROM THESE FEATURES. FURTHERMORE, AREAS OF STEEP SLOPES (SLOPES 12% OR GREATER) WHEN LOCATED WHOLLY OR PARTIALLY WITHIN THESE NATURAL RESOURCE FEATURES SHALL ALSO BE INCLUDED AS AN ESA.

DATE OF THIS PLAN	2/2022
DATE OF PREVIOUS EDITION	1/2022
CONTRACT NO.	1544
PROJECT NO.	1544
DATE OF PREVIOUS EDITION	1/2022
REVISION DESCRIPTION	

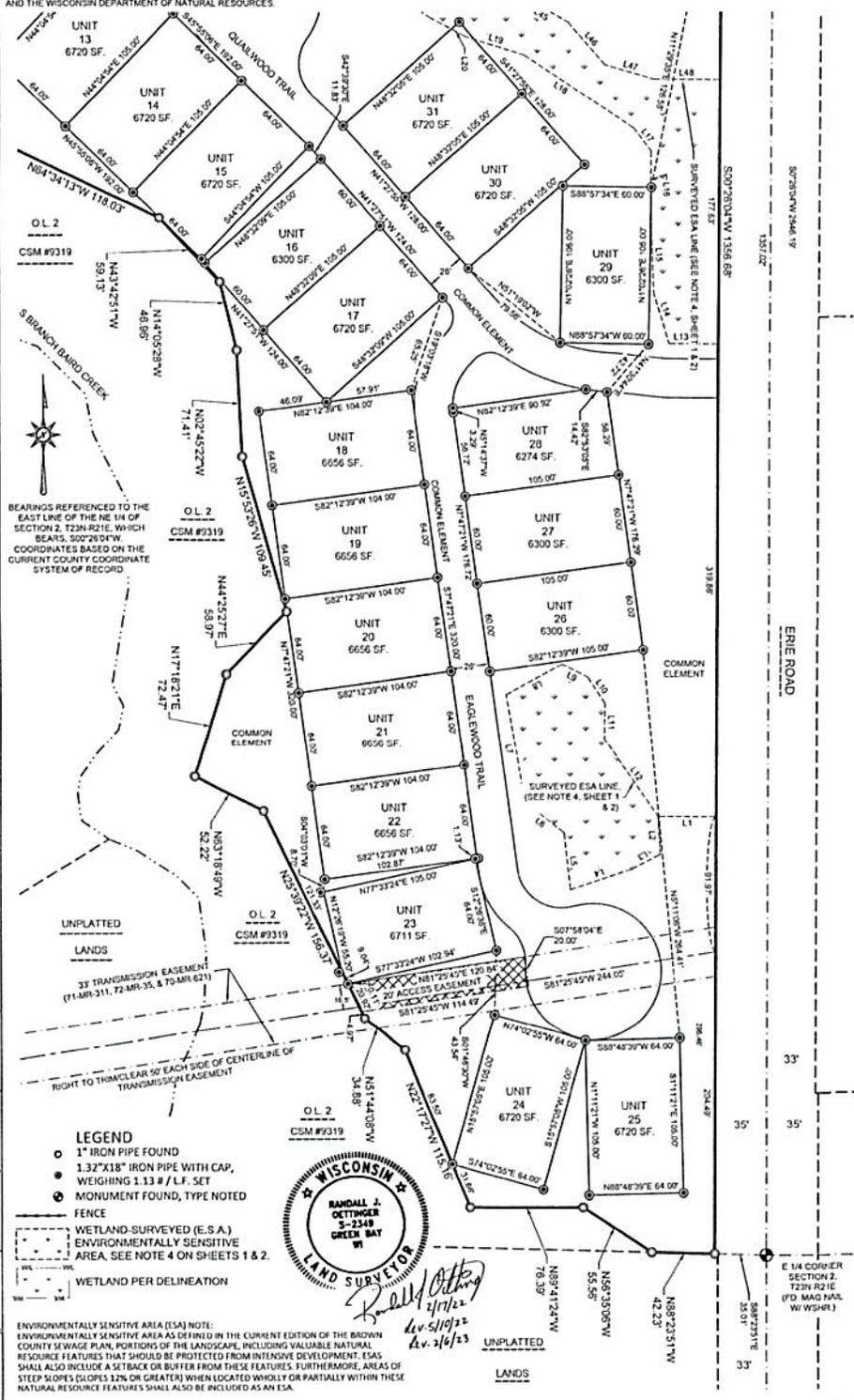
GREEN VIPER, INC.
THE WOODS RESERVES CONDOMINIUM
 CONDOMINIUM PLAT

MACH
 ENGINEERING • SURVEYING • ENVIRONMENTAL
 2280 Salschneider Court Green Bay, WI 54313
 PH: 920 569 5785, Fax: 920 569 5767
 www.mach-wi.com

NOTES:
 1) ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS, UNLESS NOTED.
 2) UNIT OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES' WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE CITY HAD AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION RELATED ACTIVITIES.
 3) THE FIELDWORK WAS COMPLETED MAY 18, 2022.
 4) UNITS 3, 4, 7, 8, 32, 33, 34 & 35 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2003 BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES THE WETLANDS, DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED WITHIN THE ESA, UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

THE WOODS RESERVES CONDOMINIUM

ALL OF LOT 2 OF CERTIFIED SURVEY MAP #9319 (DOCUMENT #2960641), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



Parcel Line Table		
Line #	Length	Direction
L1	38.95'	N89°33'56\"W
L2	25.79'	N31°14'33\"W
L3	22.18'	N02°33'31\"E
L4	43.64'	N71°20'15\"E
L5	39.05'	S6°03'28\"E
L6	33.74'	S51°18'53\"E
L7	74.09'	S10°03'09\"E
L8	43.28'	S62°01'13\"W
L9	19.32'	N63°16'06\"W
L10	21.15'	N33°30'26\"W
L11	24.40'	N1°06'48\"E
L12	63.85'	N34°38'53\"W
L13	33.05'	S89°33'56\"E
L14	35.12'	S17°00'09\"E
L15	51.32'	S2°10'17\"E
L16	44.39'	S0°24'11\"W
L17	19.27'	S37°17'01\"E
L18	89.64'	S56°31'22\"E
L19	41.99'	S72°48'52\"E
L20	26.94'	S61°42'09\"E
L21	46.53'	S56°07'07\"E
L22	23.52'	S51°28'55\"E
L23	34.32'	S55°19'21\"E
L24	26.78'	S03°58'10\"E
L25	25.44'	S59°53'01\"E
L26	57.18'	S27°48'39\"E
L27	23.43'	S23°46'05\"E
L28	22.74'	S20°56'50\"E
L29	38.48'	S72°04'36\"E
L30	18.69'	S56°10'47\"E
L31	44.14'	S46°10'35\"E
L32	35.52'	S63°14'22\"E
L33	14.56'	S44°56'49\"W
L34	39.74'	N05°12'45\"W
L35	43.10'	N48°53'32\"W
L36	31.87'	N82°24'31\"W
L37	20.22'	N57°13'56\"W
L38	20.86'	N40°56'14\"W
L39	76.87'	N20°17'21\"W
L40	4.40'	N10°24'48\"E
L41	42.02'	N48°18'50\"W
L42	24.30'	N68°32'40\"W
L43	86.44'	N57°37'54\"W
L44	60.22'	N83°26'05\"W
L45	36.42'	N59°55'49\"W
L46	37.53'	N41°08'11\"W
L47	34.42'	N73°44'29\"W
L48	44.81'	N89°33'56\"W
L49	40.52'	S08°53'07\"W
L50	41.34'	N80°33'22\"W
L51	34.42'	N08°53'56\"E
L52	41.75'	S0°56'45\"E
L53	138.10'	S32°35'33\"E
L54	56.44'	S73°33'02\"W
L55	74.23'	S54°22'06\"E
L56	30.32'	S71°00'10\"E
L57	48.76'	S81°02'42\"E
L58	52.34'	S77°58'03\"E
L59	71.69'	S89°57'07\"E
L60	49.59'	S65°33'44\"E
L61	44.53'	S48°08'50\"E
L62	55.22'	S31°44'04\"E
L63	56.13'	S74°35'47\"E
L64	44.82'	S47°11'44\"E
L65	27.46'	S16°20'31\"E
L66	42.41'	S17°45'37\"E
L67	48.40'	S22°06'50\"E
L68	67.02'	S0°07'56\"W
L69	39.27'	S30°44'55\"E
L70	68.88'	N32°15'25\"W
L71	89.01'	N12°30'28\"W
L72	37.13'	N23°44'27\"E
L73	60.41'	N53°38'36\"E
L74	23.95'	S34°23'26\"E
L75	65.87'	S42°22'45\"E
L76	35.66'	S37°38'45\"E
L77	61.17'	S25°02'09\"E
L78	66.35'	S10°56'55\"E

LEGEND
 ● 1\" IRON PIPE FOUND
 ● 1.32\"X18\" IRON PIPE WITH CAP, WEIGHING 1.13 # / L.F. SET
 ● MONUMENT FOUND, TYPE NOTED
 --- FENCE
 --- WETLAND-SURVEYED (E.S.A.) ENVIRONMENTALLY SENSITIVE AREA. SEE NOTE 4 ON SHEETS 1 & 2.
 --- WETLAND PER DELINEATION

ENVIRONMENTALLY SENSITIVE AREA (ESA) NOTE:
 ENVIRONMENTALLY SENSITIVE AREA AS DEFINED IN THE CURRENT EDITION OF THE BROWN COUNTY SEWAGE PLAN, PORTIONS OF THE LANDSCAPE, INCLUDING VALUABLE NATURAL RESOURCE FEATURES THAT SHOULD BE PROTECTED FROM INTERFERE DEVELOPMENT. ESAS SHALL ALSO INCLUDE A SETBACK OR BUFFER FROM THESE FEATURES. FURTHERMORE, AREAS OF STEEP SLOPES (SLOPES 12% OR GREATER) WHEN LOCATED WHOLLY OR PARTIALLY WITHIN THESE NATURAL RESOURCE FEATURES SHALL ALSO BE INCLUDED AS AN ESA.



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DATE	3
REVISION	
NO.	
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APPROVED	
DATE	
BY	

REVISIONS
 REVISION NO. DATE DESCRIPTION
 1 MAY 18, 2022 (FIRST ADJUSTMENT)
 2 FEBRUARY 8, 2023 (REVIEW CORRECTIONS)