

MARGO KATTERHAGEN  
BARRON COUNTY, WI  
REGISTER OF DEEDS

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CORRECTION INSTRUMENT  
(For an Error Other Than a Legal  
Description Error)

FAIRWAYS AT TAGALONG CONDOMINIUM  
**flka** FAIRWAYS AT TAGALONG MOTEL, A  
CONDOMINIUM

Record this document with the Register of  
Deeds

Name and Return Address:

Lydia J. Chartre, Esq.

Husch Blackwell LLP

33 East Main Street, Suite 300

PO Box 1379

Madison, WI 53701-1379

**See Attached Exhibit B**

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:  
LYDIA J. CHARTRE

**CORRECTION INSTRUMENT**  
**(FOR AN ERROR OTHER THAN A LEGAL DESCRIPTION ERROR)**

The undersigned, Lydia J. Chartre, being first duly sworn, depose(s), state(s) and warrant(s), that:

1. This correction instrument is to correct or amend that certain Fifth Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions recorded in the Office of the Register of Deeds for Barron County on August 6, 2021, as Document No. 879878, a true and correct copy of which is attached as **Exhibit 1** ("Recorded Document").

2. The *Grantor and Grantee* on the Recorded Document is: Fairways at Tagalong Condition fka Fairways at Tagalong Motel, A Condominium

3. The undersigned is:

- |   |   |
|---|---|
| <input type="checkbox"/> the grantor on the Recorded Document         | <input type="checkbox"/> the grantee on the Recorded Document   |
| <input type="checkbox"/> the person who drafted the Recorded Document | <input type="checkbox"/> the person who acted as the settlement agent in the transaction that is the subject of the Recorded Document |

XX -- A person having personal knowledge of the circumstances of the conveyance that is the subject of the Recorded Document based on being the drafter of document/Attorney for Grantee/Grantor.

4. The Recorded Document contained the following type of error:

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Party's Name                            | <input type="checkbox"/> Party's Marital Status | <input type="checkbox"/> The date on which the conveyance was executed | <input type="checkbox"/> Identification of property as homestead or non-homestead |
| <input type="checkbox"/> Lack of Mortgagee consent/subordination | <input type="checkbox"/> Tax parcel number      | <input type="checkbox"/> Identity of drafter                           | <input type="checkbox"/> Recording data referenced                                |
| <input type="checkbox"/> Nature/purpose of instrument            | <input type="checkbox"/> Title of Conveyance    | <input type="checkbox"/> Acknowledgment/Authentication                 | <input type="checkbox"/> Disclaimer by Grantee                                    |

X Other (describe in detail): Omission of Exhibit C

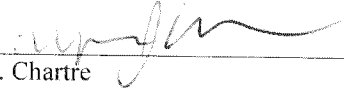
5. The Recorded Document is corrected or amended as follows: Exhibit C has been added

6. This Correction Instrument is being recorded in accordance with §706.085, Wis. Stats., and should be recorded and indexed against the property described on **Exhibit B** attached hereto and in the appropriate grantor/grantee index.

7. Pursuant to §706.085(2)(c), Wis. Stats., the undersigned certifies that a copy of this document has been mailed by 1<sup>st</sup> class mail to all parties to the transaction that was the subject of the Recorded Document, as follows:

- Grantor Address: c/o Husch Blackwell LLP, 511 North Broadway, Suite, 1100, Milwaukee WI 53202
- Grantee Address: c/o Husch Blackwell LLP, 511 North Broadway, Suite, 1100, Milwaukee WI 53202


Dated as of September 9, 2021

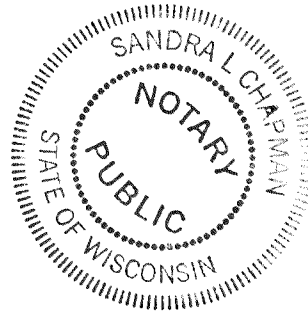
  
Lydia J. Chartre

**ACKNOWLEDGMENT**

STATE OF WISCONSIN        )  
  )    SS  
COUNTY OF WAUKESHA    )

Signed and sworn to before me on February 9, 2021, the above named Lydia J. Chartre, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

  
Sandra L. Chapman  
Notary Public, State of Wisconsin  
My commission expires 9/13/2023



**Drafted by:**  
Lydia J. Chartre  
Husch Blackwell LLP

EXHIBIT 1 – RECORDED DOCUMENT

SEE ATTACHED



8 1 3 8 7 7 8  
Tx:4104446

FIFTH AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS,  
EASEMENTS AND RESTRICTIONS

MARGO KATTERHAGEN  
BARRON COUNTY, WI  
REGISTER OF DEEDS

**879878**

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FAIRWAYS AT TAGALONG CONDOMINIUM  
fka FAIRWAYS AT TAGALONG MOTEL, A  
CONDOMINIUM

Record this document with the Register of  
Deeds

Name and Return Address:

Lydia J. Chartre, Esq.

Husch Blackwell LLP

33 East Main Street, Suite 300

PO Box 1379

Madison, WI 53701-1379

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:  
LYDIA J. CHARTRE

HB: 4814-7803-4418.1

EXHIBIT 1

FIFTH AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS

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FIFTH AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS

Fairways at Tagalong Motel, A Condominium (the "Condominium") was created by a Declaration of Covenants, Conditions, Easement and Restrictions, recorded on April 25, 2003 in the Barron County Register of Deeds Office as Document No. 673771, as amended by the First Amended Declaration of Condominium for Fairways at Tagalong Motel, a Condominium recorded on June 5, 2003 in the Barron County Register of Deeds Office as Document No. 676232, as further amended by the Second Amended Declaration of Condominium for Fairways at Tagalong Motel, a Condominium recorded on September 13, 2004 in the Barron County Register of Deeds Office as Document No. 698964, as further amended by the Third Amended Declaration of Fairways at Tagalong Motel, a Condominium recorded on September 19, 2006 in the Barron County Register of Deeds Office as Document No. 727358, as further amended by the Fourth Amended Declaration of Covenants, Conditions, Easements and Restrictions recorded on August 9, 2016 in the Barron County Register of Deeds Office as Document No. 829562 (as amended, the "Declaration").

**WITNESSETH:**

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Fairways at Tagalong Condominium Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium;

WHEREAS, the Association desires to change the name of the Condominium to "Fairways at Tagalong Condominium";

WHEREAS, the Association desires to remove thirty (30) units that were never built from the Condominium and its Condominium Plat (as more fully described herein); and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.



## ARTICLE I

### Definitions

The following definitions shall be applicable.

Section 1. **"Act"** shall mean the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as amended.

Section 2. **"Association"** shall mean and refer to Fairways at Tagalong Condominium Association, Inc., a Wisconsin corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 3. **"Board"** or **"Board of Directors"** shall mean the Board of Directors of the Association.

Section 4. **"Book of Regulations"** shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors of Fairways at Tagalong Condominium Association, Inc., as same may be from time to time amended.

Section 5. **"Bylaws"** shall mean the code of rules adopted for the administration, regulation and management of the affairs of the Association adapted under Wisconsin Statute Sections 181.0206 and 703.10, as same may be from time to time amended.

Section 6. **"Common Elements"** shall mean and refer to all of the Property except for the Units. The Common Elements also include improvements other than the buildings such as parking areas, walks, landscaping and all other underground structures and improvements which are not a part of or located within the buildings such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

Section 7. **"Common Expenses"** shall mean all expenses incurred to maintain, repair and/or replace the Common Elements and Limited Common Elements that are not for the benefit of a single Unit Owner and/or a limited group of Unit Owners including but not limited to: the structure maintenance and repair; all budgeted items necessary to meet the obligations in this Declaration; all contractual obligations and any non-common expenses that cannot be clearly delineated as part of a Unit.

Section 8. **"Common Surpluses"** shall mean surpluses of the Association.

Section 9. **"Condominium"** shall now refer to the renamed Fairways at Tagalong Condominium (fka Fairways at Tagalong Motel, A Condominium).

Section 10. **"Condominium Plat"** shall refer to the Plat of Fairways at Tagalong Motel, a Condominium, originally recorded with and attached as Exhibit B to the original Declaration, and as same may from time to time be amended. Attached hereto as Exhibit C is the 4<sup>th</sup> Amended Plat of Fairways at Tagalong Condominium (fka Fairways at Tagalong Motel, A Condominium).

Section 11. **"Declaration"** shall mean the covenants, conditions, and restrictions and all other provisions herein set forth in this document, as same may from time to time be amended.

Section 12. **"Limited Common Elements"** shall mean that part of the Common Elements as described in Article II, Section 6 hereof, and reserved for a Unit's exclusive use.

Section 13. **"Mortgage"** shall mean any recorded mortgage or recorded other security agreement by which a Unit or any part thereof is encumbered.

Section 14. **"Mortgagee"** shall mean any person or firm named as the Mortgagee under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person or firm under such Mortgage.

Section 15. **"Non-common Expenses"** "Non-common Expenses" shall include expenses that are incurred for the benefit of a single Unit Owner and/or a limited group of Unit Owners including but not limited to: repair and maintenance of a Unit(s) or property located inside the Unit(s). Non-common Expenses and delegation of the responsibility for payment for Non-common Expenses shall be determined by the sole and absolute discretion of the Board of Directors.

Section 16. **"Occupant"** shall mean and refer to the occupant of a Unit who shall be either the Owner or a third party who occupies the unit with the consent of the Owner or Owner's agent.

Section 17. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, except that as to any Unit that is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

Section 18. **"Property"** shall mean and refer to all real property that is subject to this Declaration, as described on Exhibit A attached hereto, and as shown in the Condominium Plat.

Section 19. **"Unit"** shall mean and refer to any portion of a structure situated upon the Property described in Section 18 above and designed and intended for use and occupancy by a Unit Owner or authorized third party.

## ARTICLE II

### Property Subject To This Declaration

#### Section 1. Real Property.

The real property, which is and shall be held, transferred, sold, conveyed, and occupied subject to the Act and this Declaration, is located in Barron County, Wisconsin, and is more particularly described in Exhibit A and the Condominium Plat.

Section 2. Units.

The total number of Units subject to this Declaration is seventy-three (73)). Each Unit will own a 1/73 interest in all Common Elements, Limited Common Elements, Common Expenses, and Common Surplus, if any. Each Owner shall have one (1) vote for each Unit owned as provided in the Bylaws of the Association. If any Unit is owned by the Association, the Board of Directors shall cast the vote for that Unit.

Section 3. Description of Buildings.

There are seventy-three (73) Units constructed on the land referred to in Exhibit A, as shown on the Plat Amendment attached as Exhibit C. The seventy-three (73) Units consist of eight separate buildings. Building 100 consists of Fourteen (14) Units; Building 200 consists of ten (10) Units; Building 300 consists of twenty-five (25) Units; Building 400 consists of sixteen (16) Units; and Buildings 700 and 900 each consist of two (2) sets of twin homes. There are seventy-two (72) Units restricted to residential use and one (1) Unit restricted to non-residential use. The Unit restricted to non-residential use is Unit 325, which consists of general business space for use as determined by the Association.

The Condominium Plat, as amended, shows the relative location of the buildings and the approximate dimensions of floor area of each building.

There are twenty-eight (28) unattached garages currently built, numbered 201G-208G and TS1-TS10, and GG1-GG10. These garage spaces are Limited Common Elements, and as the Plat depicts, there may be up to twenty (20) more garage spaces, which, when built, will be designated as GG11-30. Should the Association build any additional unattached garage spaces, they shall also be considered Limited Common Elements. All Unit Owners agree to waive compensation (under Wis. Stat. Section 703.09(3)(b)) for any prior or future reductions in any unit owner's interest in any common element associated with these Limited Common Element garage spaces. There are eight (8) attached garages that are a part of Units 701, 702, 703, 704, 901, 902, 903 and 904. These garages are considered part of the Unit as defined in this Declaration.

The identification of the Units shall be by number so that no Unit bears the same designation as any other Unit. The Condominium Plat shows the location of the buildings, a graphic description of the building contents, the Units and the buildings, the Common Elements and the Limited Common Elements in sufficient detail to reflect their approximate respective locations and dimensions prepared and certified by a registered land surveyor in the manner required by the Condominium Act.

Section 4. Description of Units.

(a) The boundaries of each unit shall consist of that part of the cubic area of each building that is enclosed as follows:

(i) The vertical boundaries of the Unit shall be the plane of the outer surfaces of the redecorated drywall and the plane of the outside faces of doors and windows

bounding a dwelling extended in each case to an intersection with the upper and lower boundaries, and

(ii) The upper and lower boundaries shall be (a) lower boundary – the plane of the underside of the floor of the lowest level of living space, and (b) upper boundary – the plane of the top surfaces of the redecorated drywall ceiling of the highest level of living space.

(iii) Building 100, 200, 700 and 900 Units contain air conditioning and heating equipment and fixtures, appurtenant thereto, situated in and/or on Common Elements or Limited Common Elements. These are considered part of the Unit and are individually owned by the Unit Owner. These are not considered Common Elements or Limited Common Elements of the Association.

(b) The attic, patio, deck, sidewalk, mailboxes, storage areas, if any, and unattached garage spaces, if any, to which each Unit has direct access shall not be considered part of that Unit but shall be Limited Common Elements. Individual, unattached, garage spaces may be sold or conveyed to other Unit Owners. Garage spaces are for the exclusive use and ownership of Owners of the Association. Garage spaces for Buildings 700 and Buildings 900 as described below are considered a part of the appurtenant Unit.

(c) If any portion of the Common Elements or Limited Common Elements or facilities shall encroach upon any Unit, or upon any of the Common Elements or Limited Common Elements or facilities as a result of the construction of the building or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the Unit or adjoining Unit, or any adjoining Common Elements or Limited Common Elements or facility shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, any resulting encroachment of a part of the Common Elements or Limited Common Elements or facilities upon any Unit or upon any part of the Common Elements or Limited Common Elements or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist so long as the building stands. In interpreting the attached exhibits, the existing physical boundaries of a building or of a Unit which is reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the dimension expressed in the attached exhibits regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the attached plans and those of the building.

(d) Unit 325 is for the nonexclusive use of the Association, subject to availability and subject to any lease agreement that may be in place related to Unit 325.

#### Section 5. Description of Common Elements and Facilities.

The Common Elements and facilities shall include those items described in Section 703.02(2) of the Act and shall include all of the condominium except the Units. Parking facilities which are not specifically and permanently assigned to a Unit, as provided in Section 6

below shall be equally available to all Unit Owners; provided, however, that if the Board of Directors of the Association shall deem it to be in the best interest of the Association, said Board of Directors may rent all or any portion of such non-assigned parking facilities on whatever terms and conditions it chooses.

Section 6. Description of Limited Common Elements and Appurtenances.

The following Common Elements and appurtenances are permanently assigned to and limited to the use of Units as follows (hereinafter called "Limited Common Elements"):

The term "Limited Common Elements" as used herein, shall mean those Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of all other Units, consisting of unattached garage spaces, patios, and/or decks abutting each first floor Unit and balconies abutting each second and third floor Unit. The unattached garage spaces assigned to Unit Owners consist individually of the space within the vertical boundaries of each garage unit which shall be defined as the plane of the outer surfaces of the interior walls of each garage unit, and the plane of the outside faces of the doors and windows bounding the garage unit extended in each case to the inner section with the upper and lower boundaries. The upper and lower boundaries shall be (A) lower boundary – the lower plane of the underside of the concrete floor, and (B) upper boundary – the plane of the top surface of the interior ceiling on the highest level of the garage space exclusive of the roof surface.

The Limited Common Elements shall be appurtenant and pass with title to each Unit together with the rights, shares and interests provided by the Condominium Act that shall be deemed to include, without limitation, the following:

(a) An undivided share in the Common Elements based on an equal fractional basis. The undivided share in the Common Elements of the Condominium appurtenant to each Unit shall be determined by a calculation based upon the total number of Units in accordance with the same formula utilized in Article II, Section 2 hereof.

(b) The exclusive right to use such portions of the Common Elements and Limited Common Elements designated and/or reserved herein and/or granted elsewhere or assigned by the Association including the right to transfer such right to other Units or Unit Owners, and

(c) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on the Condominium Plat) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space permanently vacated from time to time, and

(d) Irrevocable, perpetual, non-exclusive easements, to be used and enjoyed in common with the Owners of all Units in the Condominium for use of those Common Elements not designated elsewhere herein, including without limitation, easements for:

(i) The furnishing and maintenance of public utility services to all parties of the real property of the condominium over, across, upon, in and through the land,

buildings and other improvements, as the fixtures and equipment therefore now exist and/or may be modified or relocated, and

(ii) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions, of any of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium, and

(iii) Recreational purposes, pedestrian access, over, across, upon, in and through to drives, entries, gates, walks, grounds and other portions of the Condominium Property, and

(iv) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions in the paved surfaces, green and open areas throughout the Condominium Property.

(e) An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Elements, or vice-versa for any reason not caused by or resulting from the willful or negligent act of any Owner, including without limitation, encroachments caused by or resulting from the original construction or subsequent repair of improvements, which exclusive easement shall exist at all times during the continuance of such encroachments as easements appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment, and

(f) An exclusive easement for the use of the area of land and air space occupied by air conditioning compressors, and the equipment and fixtures, appurtenant thereto, situated in and/or Common Elements of the condominium but exclusively servicing and individually owned by the Owner of a Unit, as the same exist in and on each building and/or Unit, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressors, and the equipment and the fixtures appurtenant thereto, provided however, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies and

(g) Membership in the Association designated in the Declaration with the full voting rights thereto.

Section 7. Percentage Interest in Common Elements and Limited Common Elements.

The Unit Owner's percentage interests shall be determined in accordance with the same formula utilized in Article II, Section 2 hereof.

## ARTICLE III

### Membership and Voting Rights

#### Section 1. Members.

Every person or entity who is an Owner shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation such as a land contract vendor whose purchaser is in possession. Such membership shall be appurtenant to and may not be separated from ownership of any Unit that is subject to assessment by the Association. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit.

#### Section 2. Voting Rights.

The Association has one class of voting membership. Members shall be Owners of Units and shall be entitled to one (1) vote for each Unit owned. Additionally, voting shall be in accordance with Chapter 181 of Wisconsin Statutes.

## ARTICLE IV

### Common Elements and Limited Common Elements

#### Section 1. Obligation of the Association.

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and Limited Common Elements and all improvements thereon, and shall keep the same in good, clean, attractive, and sanitary condition, order and repair.

#### Section 2. Owners' Easement of Enjoyment.

Subject to the provisions of this Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Elements, which right shall be appurtenant to and shall pass with the title to every Unit, and every member of the Association shall have a right of enjoyment in the Common Elements.

#### Section 3. Extent of Owners' and Members' Easement.

The Owners' and Association Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules for the use of the Common Elements and Limited Common Elements.

(b) The right of the Association to mortgage any of its Property, the Common Elements and the facilities constructed on the Common Elements, if any, for the purposes of

improvement or repair to Association land or facilities pursuant to approval of two-thirds of the votes of members who are voting in accordance with the Bylaws at a regular meeting of the Association or at a meeting duly called for this purpose.

(c) The Board of Directors may assign, lease or otherwise convey property described in Article I, Section 6 and Section 18 in accordance with Wisconsin Statutes Chapter 181.0302(4).

Section 4. Delegation of Use.

Any member of the Association may delegate the right of enjoyment to the Common Elements, Limited Common Elements, and facilities to the members of the member's family and guests, and to occupants subject to such general regulations as may be established from time to time by the Association, and included within the Book of Regulations.

Section 5. Limited Common Elements.

The Owner or Occupant shall have the exclusive right to the use and enjoyment of the Limited Common Elements as defined in Article II, Section 6, hereof, subject to any easements, regulations within the Book of Regulations, and other rights granted herein.

Section 6. Driveways Easement.

Notwithstanding any other provisions in this Declaration, there is granted to each Owner and Occupant a perpetual easement for the right to ingress and egress over and across that part of any Common Elements or Limited Common Elements used for driveway purposes, extending from all Units to the street serving the Property.

## ARTICLE V

### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation.

Each Owner of a Unit by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (i) general assessments and charges, and (ii) special assessments, and (iii) any other charges and fees authorized by this Declaration, the Bylaws, the Book of Regulations, and the Act.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees and interest thereon and costs of collection thereof, including actual attorneys' fees, shall also be the personal obligation of the person who is or was the Owner of such property at the time when the assessment fell due.



Section 2. General Assessment

(a) **Purpose of Assessment.** The general assessment levied by the Association shall be used exclusively for the purposes of:

(i) Improvement, maintenance, repair and replacement of Common Elements, Limited Common Elements, the Property and real and personal property otherwise owned by the Association.

(ii) Purchasing group services including but not limited to insurance, trash collection and utilities. In no event shall the Association be obligated to purchase fire or casualty insurance insuring the personal property of Unit Owners.

(iii) Preservation of property values within the Property through exterior maintenance of Units, to include exterior painting, exterior repairs, replacement and care of roofs, gutter, down spouts, exterior building surfaces, walks, driveways, fences, and patios (except gardens and items placed in patios by persons other than the Association). Such exterior maintenance shall include lawn mowing and care, tree and shrub planting, maintenance and replacement. However, all insurance proceeds received by Owner in payment of damage necessitating repair or replacement by the Association shall be paid to the Association and applied to payment for such repairs and replacement.

(iv) Repairs to sewer laterals and water lines outside Unit boundaries.

(v) Snow Plowing and snow removal, where required.

(b) **Basis for Assessment.**

(i) Each Residential Unit shall be assessed an equal share of Common Expenses. As long as Unit 325 is owned by the Association, it shall be exempt from paying Common Expenses. In the event Unit 325 is no longer owned by the Association, Unit 325 will be assessed based on an agreement with the Association.

(ii) Non-common Expenses shall be assessed in equal shares to the Unit or Units for which they were incurred.

Section 3. Annual Assessment.

By a vote of not less than two-thirds of the Board, the Board shall fix the annual general assessment to meet the obligations imposed by this Declaration. The Board shall set the date(s) such assessment shall become due. The Association Bylaws describe the manner of assessing against and collecting from Unit Owners their respective shares of the common expenses.

Section 4. Special Assessment.

In addition to the annual assessment authorized above, the Association may levy in any assessment year a special assessment for the purpose of meeting any deficiency or anticipated

deficiency over the annual assessment. The Board of Directors may approve a special assessment in an amount not to exceed the amount established in the Association Bylaws.

Section 5. Effect of Nonpayment of Assessments and Remedies of the Association.

(a) **Definition of Assessments:** In this section, "Assessments" has the definition set forth in Section 703.165(1) of the Act and means regular and special assessments for Common Expenses as provided in Section 2(a) above, and in Article I, Section 15, and all other charges, fines, and Assessments against specific Units or Unit Owners for damages to the Condominium and for penalties for violation of the Declaration, Bylaws, or Association rules. Assessments shall also include costs and actual attorney fees incurred in enforcing the Declarations, Bylaws, Book of Regulations and collection of unpaid assessments. This definition is consistent with Chapter 703, of Wisconsin Statutes.

(b) **Liability for Assessments:** A Unit Owner shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association and during any period in which the Unit is not occupied by the Unit Owner or is leased or rented to any other person. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the assessments are made. In the case of default in the payment of any one or more installments, the Board may accelerate and declare the entire balance of the assessment due and payable in full. For the purposes of this subsection, if a Unit Owner is a limited liability company, corporation, trust, or other entity, the owners, members, shareholders and trustees of such entity shall be personally liable for the obligations of the entity.

(c) **Interest and Late Fees on Unpaid Assessment:** Any assessment, or installment thereof, not paid when due shall bear interest at a rate determined by the Bylaws and/or Book of Regulations of the Association from the date when due until paid. The interest rate shall not exceed the highest rate permitted by law. The Association may also charge a late fee for any delinquent assessment or installment thereof in an amount set for the in the Bylaws and/or Book of Regulations.

(d) **Assessments Constitute Lien:** The provision of Section 703.165 of the Act shall apply. All assessments, until paid, together with late fees and interest on them and actual costs of collection, constitute a lien on the Units on which they are assessed, if a statement of lien is filed within two (2) years of the date the assessment becomes due. The lien is effective against a Unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed.

(e) **Enforcement of Lien:** A lien may be enforced and foreclosed by the Association or any other person specified in the Bylaws and the Act, in the same manner, and subject to the same requirements as a foreclosure of mortgages on real property in the State of Wisconsin. The Association may bid on the Unit at foreclosure sale and acquire, hold, lease, mortgage and convey the Unit.

Section 6. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, to the extent set forth in the Act. Sale or transfer of any Unit shall not affect the assessment lien. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Exempt Property.

The following property subject to the Declaration shall be exempted from the assessments, charges, and liens created herein (i) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use, (ii) the Common Elements, and (iii) the Limited Common Elements. Notwithstanding any provisions herein, no land or Units or improvements subject to this Restated Declaration shall be exempt from said assessments, charges, or liens.

Section 8. Annual Budget.

By a two-thirds (2/3) vote of the Board, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

Section 9. Statutory Reserve Account.

The Association acknowledges the election to establish a statutory reserve account and the requirements thereof in accordance with the Act 703.163. The Association may, at any time with the written consent of a majority of the votes as described in the Bylaws, establish or terminate a statutory reserve account. Upon the establishment or termination of a statutory reserve account, the Association shall execute a statutory reserve account statement in compliance with the Act.

Section 10. Joint and Several Liability of Grantor and Grantee.

Upon a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth.

## ARTICLE VI

### Architectural Control

Section 1. Alterations prohibited.

No Unit Owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, or change the exterior appearance of a Unit or any other portion of the condominium not part of the Unit without written consent of the Association.

Section 2. Architectural Control, Association Bylaws and Book of Regulations.

Architectural control responsibilities and requirements are contained in the Association Bylaws and Book of Regulations.

## ARTICLE VII

### Use of Property

Section 1. Protective Covenants.

(a) **Unit Use.** The number of occupants permitted to use a Unit shall be controlled by the Owner so as not to overburden the Common Elements or to interfere with the quiet enjoyment of the other Unit Owners. Any restrictions on the number of occupants in the respective Units shall be subject to control by the Association and shall be part of the Book of Regulations as developed from time to time. To the extent the same is allowed the Bylaws, and Book of Regulations, a Unit Owner may be able to lease a Unit. No Owner shall occupy or use the Owner's Unit or the Limited Common Element appurtenant thereto, or permit the same or any part thereof to be occupied or used, for any purpose other than the use of the Owner, the Owner's family, or the Owner's lessees (to the extent leasing is permitted) or guests.

(b) **Increase of Insurance Rates.** Nothing shall be done or kept in any Unit or in the Common or Limited Common Elements that will increase the rate of insurance on the Condominium Property without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in the Owner's Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements, or which would be violation of any law or ordinance.

(c) **Motor Vehicles and Parking.** The Book of Regulations defines the use of motor vehicles and parking.

(d) **Alteration, Construction, or Removal.** Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

(e) **Other Restrictions.** The Board of Directors shall adopt general rules to implement the purposes set forth in Article VI, Section 2, and interpret the covenants in this

section. Such general rules may be amended by an affirmative vote of two-thirds (2/3) of the Board of Directors following a hearing of Association members of which due notice has been given in writing to such members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Regulations.

(f) **Exceptions.** The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board of Directors can show good cause and acts in accordance with adopted guidelines and procedures.

Section 2. Maintenance of Property.

To the extent that maintenance is not provided for in this Declaration, each Owner shall keep all Units owned by such Owner, and all improvements therein or thereon, in good order and repair and free of debris, all in a manner as is consistent with good property management.

Section 3. Utility Easements.

There is hereby created a perpetual blanket easement upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems, providing the utility or service company restores disrupted areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other service utility lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Board of Directors. By virtue of this easement, it shall be expressly permissible for the utility or a service provider to install and maintain facilities and equipment of said property and to excavate for such purposes. This easement shall in no way affect any other recorded easements on said premises.

Section 4. Encroachment.

If any portion of any structure shall encroach upon any Unit or upon any portion of the Common Elements or Limited Common Elements as a result of settling or lateral movement or as a result of initial error in alignment or in construction between the surveyed lot line and the physical structure, a valid easement for such encroachment shall exist so long as the structure stands.

Section 5. Damage or Destruction by Owner.

In the event that any Common Elements or Limited Common Elements are damaged or destroyed by an Owner or any of the Owner's guests, tenants, licensees, agents, or members of the Owner's family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall repair said damaged area in good workmanlike manner in conformance with the original plan and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Unit of said Owner, to the extent the same is not covered by insurance. In the event that there is damage to the Limited Common Elements described as the garage spaces 201G-208G,

TS1-TS10, GG1-GG10, and any additional garages that may be built, the Association shall see to the repair of said damage in accordance herewith. Any uninsured damage shall be the responsibility, on a prorated basis, of the Owners who have title to the garage spaces.

Section 6. Damage or Destruction of the Property.

With the exception of damage or destruction of a party wall or fence covered by Article IX, Section 3, in the event of damage or destruction of Common Elements and Limited Common Elements covered by Article IV, Section 5, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense. However, if the Condominium Property is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having 75 percent or more of the votes. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interests in the Common Elements, and shall be distributed in accordance with the priority of interests in each Unit.

## ARTICLE VIII

### Insurance

Section 1. Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors may obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

Section 2. Additional Insurance.

In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

- (a) Worker's compensation insurance;

(b) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

(c) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

(d) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

### Section 3. Unit Owner Insurance.

The Unit Owners shall be responsible for and shall obtain insurance coverage for:

(a) The personal property within the Unit;

(b) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

(c) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

(d) Special perils contents coverage; and

(e) E. Sewer backup and sump pump failure coverage.

### Section 4. Insurance Deductible.

In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

## ARTICLE IX

### Party Walls

#### Section 1. General Rules of Law to Apply.

Each wall that is built as a part of the original construction of the Units upon the Property and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Each wall that is built as part of the original construction of the garage spaces 201G-208G, and TS1-TS10, and any other unattached garage spaces that may be built and placed on the dividing line between the respective garage spaces shall constitute a party wall. The same rules of law regarding party walls and liability for property damage due to negligent or willful acts or admissions shall apply thereto as well as to the Units as previously recited.

#### Section 2. Rights of Owners.

The Owners of contiguous Units who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

#### Section 3. Damage or Destruction.

In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time).

(a) Through the act of an Owner or any of the Owner's agents or members of the Owner's family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Owner or Owners.

(b) Other than by the act of an adjoining Owner, the Owner's agents, guests, or family, it shall be the obligation of all Owners whose Units adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

#### Section 4. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

#### Section 5. Arbitration.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional



arbitrator, and the decision shall be by a majority of all the arbitrators, which decision shall be binding on all affected parties.

## ARTICLE X

### General Provisions

#### Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless prior to the expiration of the twenty-year term or of any ten-year extension period the covenants and restrictions are expressly terminated by an instrument signed by all of the Owners.

#### Section 2. Amendment.

This Declaration may be amended at any time by affirmative vote of not less than two-thirds (2/3) of the Owners. An Owner's consent is not effective unless approved by the Mortgagee, if any, of the Unit, to the extent the same is required by the Act. Any amendment shall be recorded.

#### Section 3. Enforcement.

The Association or any Owner shall have the right to enforce, by assessing fines, and/or any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens, and charges now or thereafter imposed by the provisions of this Declaration. Failure to enforce any such restriction, condition, covenant, reservation, lien or charge as provided herein shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover reasonable attorney fees and costs incurred by it in any successful action to enforce the terms of this Declaration, its Bylaws, or any rules properly adopted by it, and may assess such amounts as a special assessment against the Owner or Owners opposing the Association in such action or in violation of such rules.

#### Section 4. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

#### Section 5. Registered Agent.

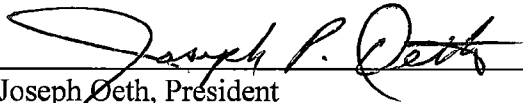
The Registered Agent for the Association is the President of the Board of Directors. The President is designated to receive service of process on behalf of the Association. The address of the Association is 2853 29th Avenue, Suite 3, Birchwood, WI 54817. Alternatively, service of process may be made on the Registered Agent listed on file with the Wisconsin Department of Financial Institutions.

This Fifth Amended and Restated Declaration complies with the requirements of the Declaration at Article X, Section 2, and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by:

(a) the written consent of all (100%) the Unit owners and their mortgagees with respect to the change in percentage interest that has occurred concurrent with the removal of 30 originally declared Units, such that each Unit will now have a 1/73 interest in the Common Elements rather than the 1/103 interest originally assigned; and

(b) the written consent of not less than 2/3 of the Unit Owners in the Association with respect to all other amendments noted herein, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

**Fairways at Tagalong Condominium Association, Inc.**



Joseph Oeth, President  
Fairways at Tagalong Condominium Association, Inc.

State of Wisconsin )  
County of Washburn ) ss.

Personally came before me this 5<sup>th</sup> day of August, 2021, Joseph Oeth to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin  
My Commission expires: 6-23-24

This instrument was drafted by:  
Lydia J. Chartre, Esq.  
Husch Blackwell LLP  
511 North Broadway, Suite 1100  
Milwaukee, WI 53202

## EXHIBIT A

### Legal Description

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113 and 114 in Building 100, Units 201, 202, 203, 204, 205, 206, 207, 208, 209 and 210 in Building 200, Units 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324 and 325 in Building 300, Units 410, 411, 412, 413, 414, 415, 420, 421, 422, 423, 424, 425, 430, 431, 432 and 433 in Building 400, Units 701, 702, 703 and 704 in Building 700, Units 901, 902, 903 and 904 in Building 900, Garage Units 201G, 202G, 203G, 204G, 205G, 206G, 207G, 208G, TS1, TS2, TS3, TS4, TS5, TS6, TS7, TS8, TS9, TS10, GG1, GG2, GG3, GG4, GG5, GG6, GG7, GG8, GG9 and GG10 all in the Fairways at Tagalong Condominium f/k/a Fairways at Tagalong Motel, A Condominium created by a "Declaration of Condominium" recorded on April 25, 2003, in the Office of the Register of Deeds for Barron County, Wisconsin, as Document No. 673771, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Cedar Lake, County of Barron, Wisconsin.

## EXHIBIT B

### Tax Key Numbers

<b>Tax Key</b>	<b>Street Address</b>
010-4126-01-000	2856 29 <sup>th</sup> Avenue, Unit 101
010-4126-02-000	2856 29 <sup>th</sup> Avenue, Unit 102
010-4126-03-000	2856 29 <sup>th</sup> Avenue, Unit 103
010-4126-04-000	2856 29 <sup>th</sup> Avenue, Unit 104
010-4126-05-000	2856 29 <sup>th</sup> Avenue, Unit 105
010-4126-06-000	2856 29 <sup>th</sup> Avenue, Unit 106
010-4126-07-000	2856 29 <sup>th</sup> Avenue, Unit 107
040-4126-08-000	2856 29 <sup>th</sup> Avenue, Unit 108
010-4126-09-000	2856 29 <sup>th</sup> Avenue, Unit 109
010-4126-10-000	2856 29 <sup>th</sup> Avenue, Unit 110
010-4126-11-000	2856 29 <sup>th</sup> Avenue, Unit 111
010-4126-12-000	2856 29 <sup>th</sup> Avenue, Unit 112
010-4126-13-000	2856 29 <sup>th</sup> Avenue, Unit 113
010-4126-14-000	2856 29 <sup>th</sup> Avenue, Unit 114
010-4126-15-000	Garage Unit 201G
010-4126-15-010	Garage Unit 202G
010-4126-15-020	Garage Unit 203G
010-4126-15-030	Garage Unit 204G
010-4126-15-040	Garage Unit 205G
010-4126-15-050	Garage Unit 206G
010-4126-15-060	Garage Unit 207G
010-4126-15-070	Garage Unit 208G
010-4126-16-000	2851 29 <sup>th</sup> Avenue, Unit 201
010-4126-17-000	2851 29 <sup>th</sup> Avenue, Unit 202
010-4126-18-000	2851 29 <sup>th</sup> Avenue, Unit 203

**Tax Key****Street Address**

010-4126-19-000	2851 29 <sup>th</sup> Avenue, Unit 204
010-4126-20-000	2851 29 <sup>th</sup> Avenue, Unit 205
010-4126-21-000	2851 29 <sup>th</sup> Avenue, Unit 206
010-4126-22-000	2851 29 <sup>th</sup> Avenue, Unit 207
010-4126-23-000	2851 29 <sup>th</sup> Avenue, Unit 208
010-4126-24-000	2851 29 <sup>th</sup> Avenue, Unit 209
010-4126-25-000	2851 29 <sup>th</sup> Avenue, Unit 210
010-4126-26-000	2853 29 <sup>th</sup> Avenue, Unit 301
010-4126-27-000	2853 29 <sup>th</sup> Avenue, Unit 302
010-4126-28-000	2853 29 <sup>th</sup> Avenue, Unit 303
010-4126-29-000	2853 29 <sup>th</sup> Avenue, Unit 304
010-4126-30-000	2853 29 <sup>th</sup> Avenue, Unit 305
010-4126-31-000	2853 29 <sup>th</sup> Avenue, Unit 306
010-4126-32-000	2853 29 <sup>th</sup> Avenue, Unit 307
010-4126-33-000	2853 29 <sup>th</sup> Avenue, Unit 308
010-4126-34-000	2853 29 <sup>th</sup> Avenue, Unit 309
010-4126-35-000	2853 29 <sup>th</sup> Avenue, Unit 310
010-4126-36-000	2853 29 <sup>th</sup> Avenue, Unit 311
010-4126-37-000	2853 29 <sup>th</sup> Avenue, Unit 312
010-4126-38-000	2853 29 <sup>th</sup> Avenue, Unit 313
010-4126-39-000	2853 29 <sup>th</sup> Avenue, Unit 314
010-4126-40-000	2853 29 <sup>th</sup> Avenue, Unit 315
010-4126-41-000	2853 29 <sup>th</sup> Avenue, Unit 316
010-4126-42-000	2853 29 <sup>th</sup> Avenue, Unit 317
010-4126-43-000	2853 29 <sup>th</sup> Avenue, Unit 318
010-4126-44-000	2853 29 <sup>th</sup> Avenue, Unit 319
010-4126-45-000	2853 29 <sup>th</sup> Avenue, Unit 320

**Tax Key****Street Address**

010-4126-46-000	2853 29 <sup>th</sup> Avenue, Unit 321
010-4126-47-000	2853 29 <sup>th</sup> Avenue, Unit 322
010-4126-48-000	2853 29 <sup>th</sup> Avenue, Unit 323
010-4126-49-000	2853 29 <sup>th</sup> Avenue, Unit 324
010-4126-50-000	2853 29 <sup>th</sup> Avenue, Unit 325
010-4126-51-000	2854 29 <sup>th</sup> Avenue, Unit 410
010-4126-52-000	2854 29 <sup>th</sup> Avenue, Unit 411
010-4126-53-000	2954 29 <sup>th</sup> Avenue, Unit 412
010-4126-54-000	2854 29 <sup>th</sup> Avenue, Unit 413
010-4126-55-000	2854 29 <sup>th</sup> Avenue, Unit 414
010-4126-56-000	2854 29 <sup>th</sup> Avenue, Unit 415
010-4126-57-000	2854 29 <sup>th</sup> Avenue, Unit 420
010-4126-58-000	2854 29 <sup>th</sup> Avenue, Unit 421
010-4126-59-000	2854 29 <sup>th</sup> Avenue, Unit 422
010-4126-60-000	2854 29 <sup>th</sup> Avenue, Unit 423
010-4126-61-000	2854 29 <sup>th</sup> Avenue, Unit 424
010-4126-62-000	2854 29 <sup>th</sup> Avenue, Unit 425
010-4126-63-000	2854 29 <sup>th</sup> Avenue, Unit 430
010-4126-64-000	2854 29 <sup>th</sup> Avenue, Unit 431
010-4126-65-000	2854 29 <sup>th</sup> Avenue, Unit 432
010-4126-66-000	2854 29 <sup>th</sup> Avenue, Unit 433
010-4126-67-000	Garage Unit TS1
010-4126-67-010	Garage Unit TS2
010-4126-67-020	Garage Unit TS3
010-4126-67-030	Garage Unit TS4
010-4126-67-040	Garage Unit TS5
010-4126-67-050	Garage Unit TS6

**Tax Key****Street Address**

010-4126-67-060	Garage Unit TS7
010-4126-67-070	Garage Unit TS8
010-4126-67-080	Garage Unit TS9
010-4126-67-090	Garage Unit TS10
010-4126-71-000	REMOVED
010-4126-72-000	REMOVED
010-4126-73-000	REMOVED
010-4126-74-000	REMOVED
010-4126-75-000	REMOVED
010-4126-76-000	REMOVED
010-4126-77-000	REMOVED
010-4126-78-000	REMOVED
010-4126-79-000	REMOVED
010-4126-80-000	REMOVED
010-4126-81-000	REMOVED
010-4126-82-000	REMOVED
010-4126-83-000	REMOVED
010-4126-84-000	REMOVED
010-4126-85-000	REMOVED
010-4126-86-000	REMOVED
010-4126-87-000	REMOVED
010-4126-88-000	REMOVED
010-4126-89-000	REMOVED
010-4126-90-000	REMOVED
010-4126-91-000	2870 29 <sup>th</sup> Avenue, Unit 701
010-4126-92-000	2870 29 <sup>th</sup> Avenue, Unit 702
010-4126-93-000	2870 29 <sup>th</sup> Avenue, Unit 703

**Tax Key****Street Address**

010-4126-94-000	2870 29 <sup>th</sup> Avenue, Unit 704
010-4127-01-000	REMOVED
010-4127-02-000	REMOVED
010-4127-03-000	REMOVED
010-4127-04-000	REMOVED
010-4127-05-000	REMOVED
010-4127-06-000	REMOVED
010-4127-07-000	REMOVED
010-4127-08-000	REMOVED
010-4127-09-000	REMOVED
010-4127-10-000	REMOVED
010-4127-11-000	2847 29 <sup>th</sup> Avenue, Unit 901
010-4127-12-000	2847 29 <sup>th</sup> Avenue, Unit 902
010-4127-13-000	2847 29 <sup>th</sup> Avenue, Unit 903
010-4127-14-000	2845 29 <sup>th</sup> Avenue, Unit 904
010-4127-15-000	Garage Unit GG1
010-4127-16-000	Garage Unit GG2
010-4127-17-000	Garage Unit GG3
010-4127-18-000	Garage Unit GG4
010-4127-19-000	Garage Unit GG5
010-4127-20-000	Garage Unit GG6
010-4127-21-000	Garage Unit GG7
010-4127-22-000	Garage Unit GG8
010-4127-23-000	Garage Unit GG9
010-4127-24-000	Garage Unit GG10



EXHIBIT C

4th AMENDED PLAT OF FAIRWAYS AT TAGALONG CONDOMINIUM  
(fka FAIRWAYS AT TAGALONG MOTEL, A CONDOMINIUM)

A PARCEL OF LAND BEING A PART OF GL 4 AND A PART OF THE SE/SE OF SECTION 2 AND A PART OF THE NE/NE AND GL 1 OF SECTION 11, ALL BEING A PART OF TOWNSHIP 36 NORTH, RANGE 10 WEST, TOWN OF CEDAR LAKE, BARRON COUNTY, WISCONSIN

**PROPERTY OWNER**  
 FAIRWAYS AT TAGALONG CONDOMINIUM ASSOCIATION, INC.  
 A WISCONSIN CORPORATION  
 2853 29th AVE, SUITE 3  
 BIRCHWOOD, WI. 54817

**NOTE**  
 TOTAL NUMBER OF HABITABLE UNITS IS 73. GARAGE UNITS ARE NOT HABITABLE AND ARE TO BE ASSIGNED TO EXISTING HABITABLE UNITS WITHIN THIS CONDOMINIUM.

**AREA OF CONDOMINIUM**  
 1,077,270 SQUARE FEET TOTAL AREA. NO WATER FRONTAGE. REQUIRED MINIMUM AREA=480480 SQUARE FEET

**FLOOR PLANS**  
 APPROXIMATE FLOOR PLANS AND APPROXIMATE AREAS OF UNITS ON SHEET 2 AND 3 OF PLAT.

**UNIT NUMBERS**  
 INDIVIDUAL UNIT NUMBERS ARE SHOWN ON SHEET 2 OF 2, WITH CORRELATING BUILDING NUMBERS AS SHOWN ON THIS SHEET, EXCEPT FOR UNITS 901-904 AND UNITS 701-704, WHICH ARE SHOWN ON THIS SHEET.

**NOTE**  
**CONDOMINIUM PLAT CHANGES**  
 CHANGES ON THIS PLAT FROM THE RECORDED 3RD AMENDED PLAT INCLUDE, BUT NOT LIMITED TO:  
 1. PLAT NAME CHANGE.  
 2. REMOVAL OF PROPOSED BUILDINGS B500, B600 AND B800 ALONG WITH SEPTIC AREAS FOR EACH.  
 3. UPDATED LOCATIONS OF EXISTING SEPTIC AREAS AS BEST AS POSSIBLE. THEY WERE NOT BUILT EXACTLY AS PLANS SHOW. VENT PIPES WERE CUT OR REMOVED, UNABLE TO LOCATE.  
 4. UPDATED LOCATION AND OUTLINE OF GARAGE BUILDING G6500  
 5. ADDITION OF AREAS ON PLAT RESERVED FOR GARAGE BUILDINGS TO BE BUILT UPON IN FUTURE. SUBJECT TO BARRON COUNTY ZONING RULES AND CONDO RULES.

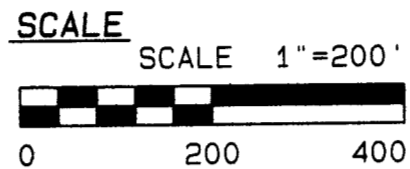
**NOTE**  
**SUPPLEMENTAL INFORMATION OF UNITS**  
 THESE ARE PAGES OF PHYSICAL DRAWINGS DEPICTING THE INDIVIDUAL UNITS AND THEIR INTERNAL LAYOUTS INCORPORATED HEREIN BY REFERENCE AS SUPPLEMENTAL INFORMATION TO THAT REQUIRED BY 703.09 WIS. STATS. THESE DRAWINGS ARE ON FILE WITH THE BARRON COUNTY ZONING OFFICE.

**EASEMENT PROPERTY BOUNDARY COURSES**

E1	=	N71°31'00"W	73.61'
E2	=	N22°42'04"W	41.36'
E3	=	N76°00'22"E	126.43'
E4	=	N21°15'14"E	102.63'
E5	=	N62°17'24"E	84.58'
E6	=	S77°20'40"W	41.49'
E7	=	S62°10'57"W	134.45'
E8	=	N88°46'22"E	100.88'
E9	=	N68°45'25"E	51.26'
E10	=	S28°38'22"E	17.89'

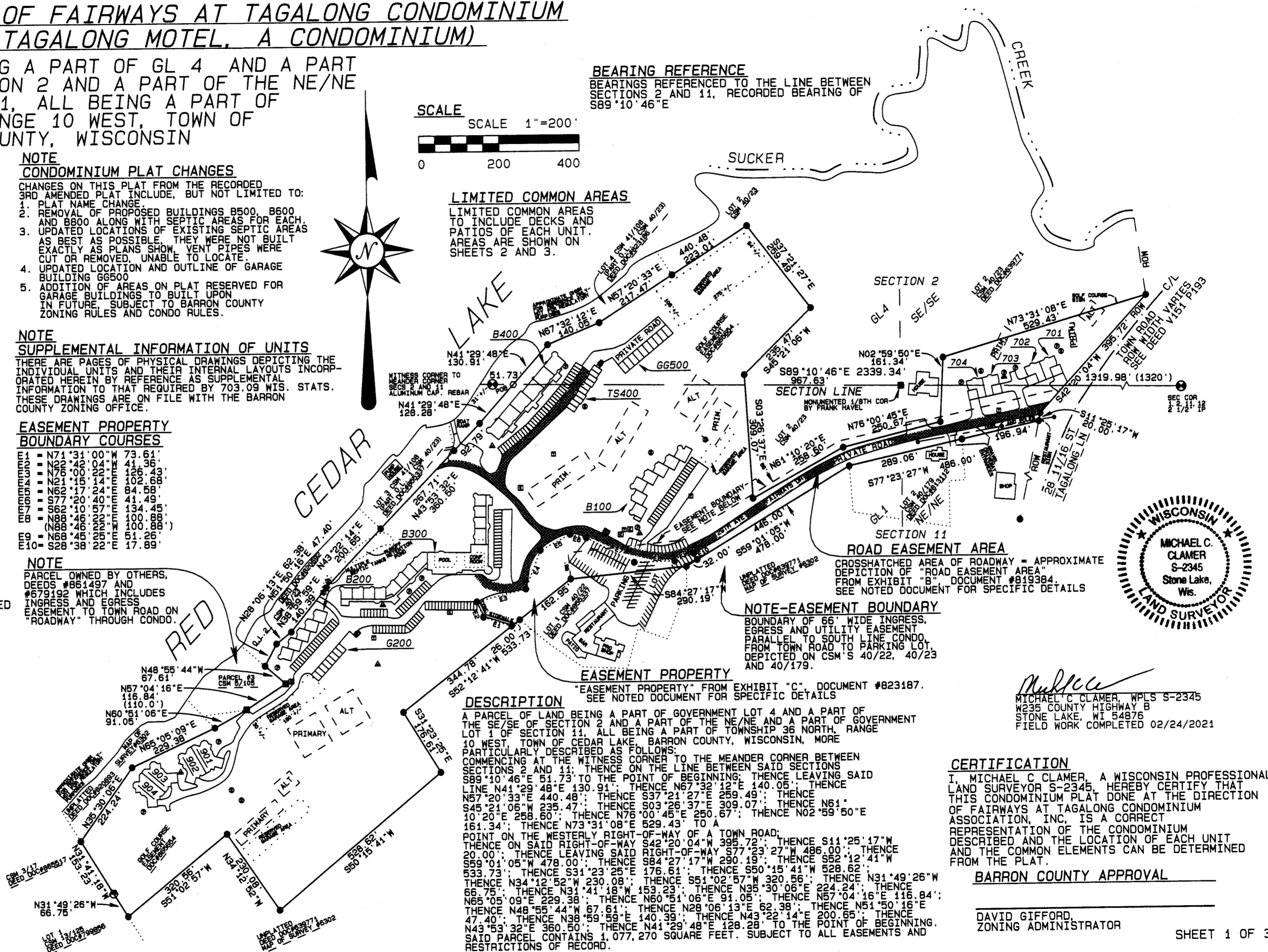
**NOTE**  
 PARCEL OWNED BY OTHERS, DEEDS #861497 AND #678192 WHICH INCLUDES INGRESS AND EGRESS EASEMENT TO TOWN ROAD ON "ROADWAY" THROUGH CONDO.

- LEGEND**
- = GOVERNMENT CORNER FOUND AS NOTED MONUMENT, TIES IN PLACE
  - = FOUND 3/4" REBAR
  - = FOUND 1 1/4" OD IP
  - = COMPUTED POSITION
  - = FOUND 3/4" IB
  - ▲ = EXISTING WELL
  - = UNDERGROUND PROPANE TANK
  - = TELEPHONE UTILITY PED
  - = ELECTRIC UTILITY PED
  - = SEPTIC TANK (S), APPROX
  - = GARBAGE COLLECTION AREA
  - ( ) = RECORDED AS
  - B000 = BUILDING NUMBER- INDIVIDUAL UNIT
  - G6000 = INDIVIDUAL UNIT NUMBERS ARE SHOWN ON SHEET 2 OF 2
  - TS000 = INDIVIDUAL HABITABLE UNIT NUMBER
  - - - = EXISTING PRIMARY OR ALTERNATE SEPTIC DRAIN FIELD, APPROX
  - ||||| = OFFSTREET VEHICLE PARKING SPACES, TYPICAL AND ROADWAYS-EXISTING
  - = AREA OF CONDOMINIUM RESERVED FOR GARAGE CONSTRUCTION



**BEARING REFERENCE**  
 BEARINGS REFERENCED TO THE LINE BETWEEN SECTIONS 2 AND 11, RECORDED BEARING OF S89°10'46"E

**LIMITED COMMON AREAS**  
 LIMITED COMMON AREAS TO INCLUDE DECKS AND PATIOS OF EACH UNIT. AREAS ARE SHOWN ON SHEETS 2 AND 3.



SUCKER CREEK

SECTION 2

SECTION LINE

SECTION 11

**NOTE-EASEMENT BOUNDARY**  
 BOUNDARY OF 66' WIDE INGRESS, EGRESS AND UTILITY EASEMENT PARALLEL TO SOUTH LINE CONDO, FROM TOWN ROAD TO PARKING LOT, DEPICTED ON CSM'S 40/22, 40/23 AND 40/179.

**DESCRIPTION**  
 A PARCEL OF LAND BEING A PART OF GOVERNMENT LOT 4 AND A PART OF THE SE/SE OF SECTION 2 AND A PART OF THE NE/NE AND A PART OF GOVERNMENT LOT 1 OF SECTION 11, ALL BEING A PART OF TOWNSHIP 36 NORTH, RANGE 10 WEST, TOWN OF CEDAR LAKE, BARRON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE WITNESS CORNER TO THE MEANDER CORNER BETWEEN SECTIONS 2 AND 11; THENCE ON THE LINE BETWEEN SAID SECTIONS S89°10'46"E 51.73' TO THE POINT OF BEGINNING; THENCE LEAVING SAID LINE N41°29'48"E 130.91'; THENCE N67°32'12"E 140.05'; THENCE N57°20'33"E 440.48'; THENCE S37°21'27"E 259.49'; THENCE S45°21'06"W 235.47'; THENCE S03°26'37"E 309.07'; THENCE N61°10'20"E 258.60'; THENCE N76°00'45"E 250.67'; THENCE N02°59'50"E 161.34'; THENCE N73°31'08"E 529.43' TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A TOWN ROAD; THENCE ON SAID RIGHT-OF-WAY S42°20'04"W 395.72'; THENCE S11°25'17"W 20.00'; THENCE LEAVING SAID RIGHT-OF-WAY S77°23'27"W 486.00'; THENCE S59°01'05"W 478.00'; THENCE S84°27'17"W 290.19'; THENCE S52°12'41"W 533.73'; THENCE S31°23'25"E 176.61'; THENCE S50°15'41"W 528.62'; THENCE N34°12'52"W 230.08'; THENCE S51°02'57"W 320.56'; THENCE N31°49'26"W 66.75'; THENCE N31°41'18"W 153.23'; THENCE N35°30'06"E 224.24'; THENCE N65°05'09"E 229.38'; THENCE N60°51'06"E 91.05'; THENCE N57°04'16"E 116.84'; THENCE N48°55'44"W 67.61'; THENCE N28°06'13"E 62.38'; THENCE N51°50'16"E 47.40'; THENCE N38°59'59"E 140.39'; THENCE N43°22'14"E 200.65'; THENCE N43°53'32"E 360.50'; THENCE N41°29'48"E 128.28' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,077,270 SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.



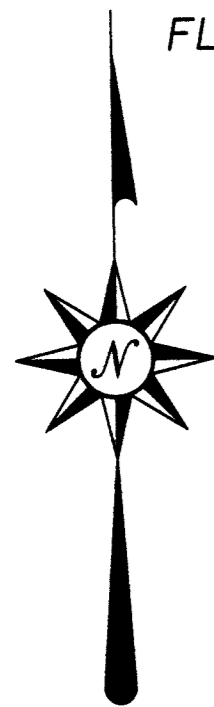
*Michael C. Clamer*  
 MICHAEL C. CLAMER, WPLS S-2345  
 W235 COUNTY HIGHWAY B  
 STONE LAKE, WI 54876  
 FIELD WORK COMPLETED 02/24/2021

**CERTIFICATION**  
 I, MICHAEL C. CLAMER, A WISCONSIN PROFESSIONAL LAND SURVEYOR S-2345, HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT DONE AT THE DIRECTION OF FAIRWAYS AT TAGALONG CONDOMINIUM ASSOCIATION, INC. IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

**BARRON COUNTY APPROVAL**  
 DAVID GIFFORD,  
 ZONING ADMINISTRATOR

**4th AMENDED PLAT OF FAIRWAYS AT TAGALONG CONDOMINIUM**  
**(fka FAIRWAYS AT TAGALONG MOTEL, A CONDOMINIUM)**  
 BARRON COUNTY, WISCONSIN

**FLOOR PLANS**



**NOTE**  
 CHANGES TO AREAS OF UNITS  
 PLAT HAS BEEN UPDATED TO BETTER REFLECT THE ACTUAL AREA OF LIVABLE SPACE CONSTRUCTED, RATHER THAN SIMPLE FOOTPRINT DIMENSIONS.  
 AREAS NOW INCLUDE FINISHED AND UNFINISHED SPACES AS WELL AS LOFTS AND BASEMENT AREAS. DIMENSIONS APPROXIMATE ONLY. AREA DOES NOT INCLUDE DECKS

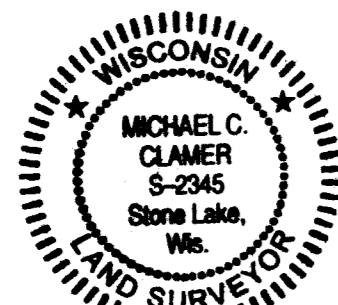
**SCALE**  
 1" = 50'  
 0 25 50 100

**LEGEND**

**B000** = BUILDING NUMBER  
**G000**  
**TS000**  
**GG000**  
**000** = HABITABLE UNIT NUMBER

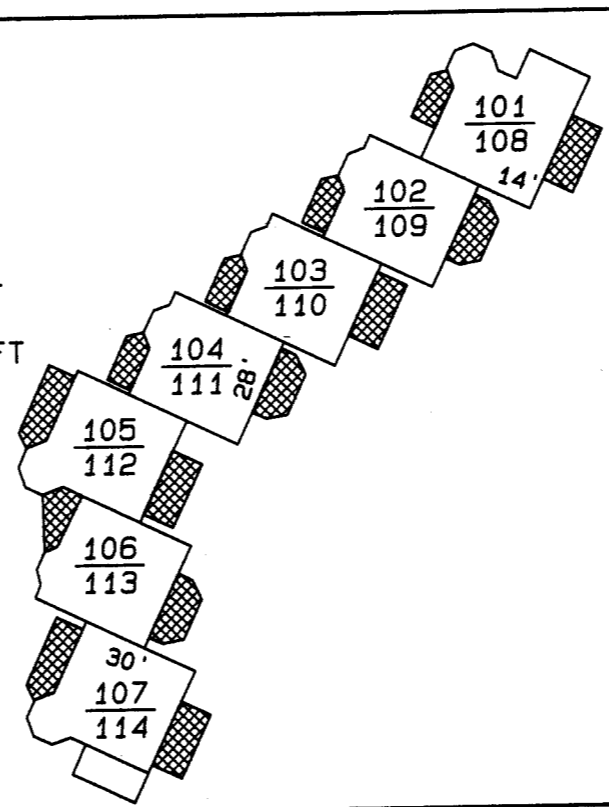
= DECK, PORCH OR PATIO- SEE NOTE ABOVE FOR MORE INFORMATION OF UNITS.

**NOTE ALL UNITS LIMITED COMMON ELEMENTS**  
 LIMITED COMMON ELEMENTS WILL INCLUDE DECKS, PATIOS AND PORCHES OF EACH UNIT. NONE WILL EXCEED 15' WIDE FROM SIDES OF UNITS.

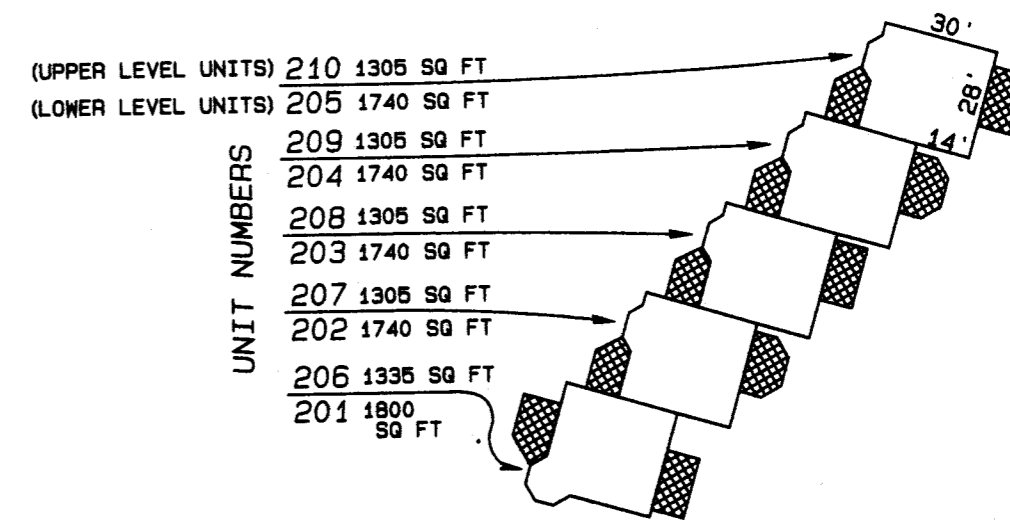


*Michael C. Clamer*

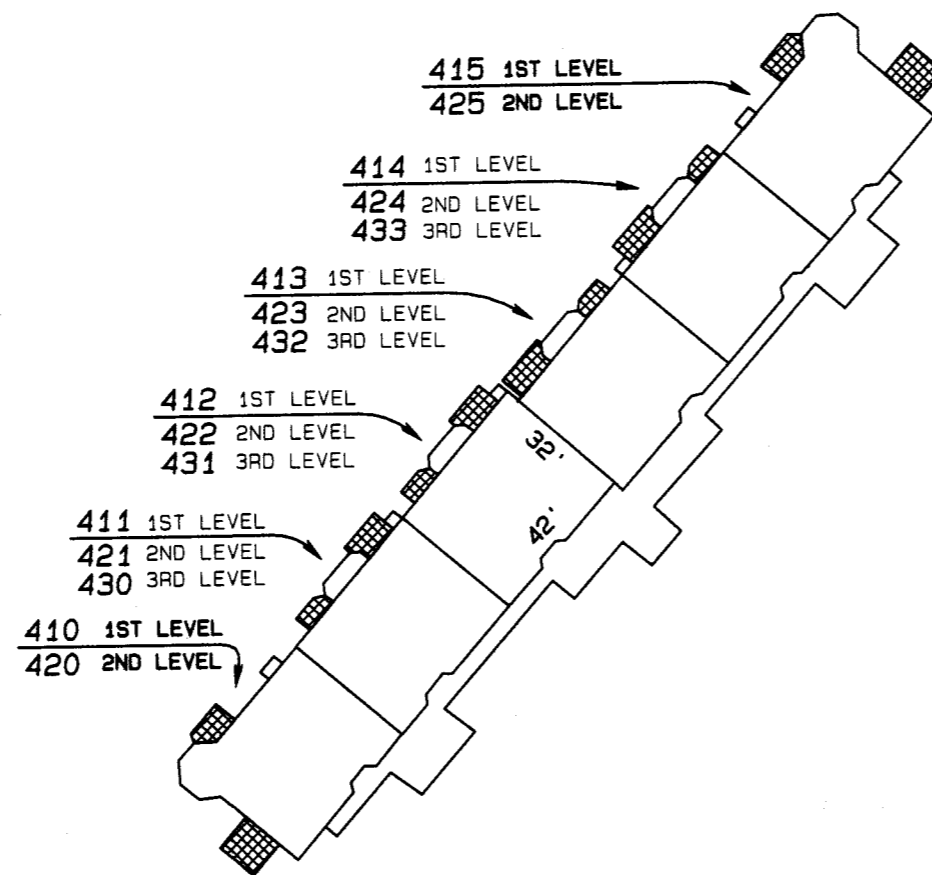
**BUILDING B100**  
**UNITS 101-114**  
**EXISTING 14 UNIT**  
 BUILDING IS 2 LEVELS,  
 2 - 3 BEDROOMS PER UNIT.  
 UPPER UNITS 101-107 (MAIN + LOFT)  
 LOWER UNITS 108-114 (MAIN + BASEMENT)  
 UNITS 101, 105, 107 = 1335 SQ FT  
 UNITS 102, 103, 104, 106 = 1305 SQ FT  
 UNIT 108 = 2280 SQ FT  
 UNITS 109, 110, 111, 113, = 1740 SQ FT  
 UNIT 112 = 1800 SQ FT  
 UNIT 114 = 2040 SQ FT



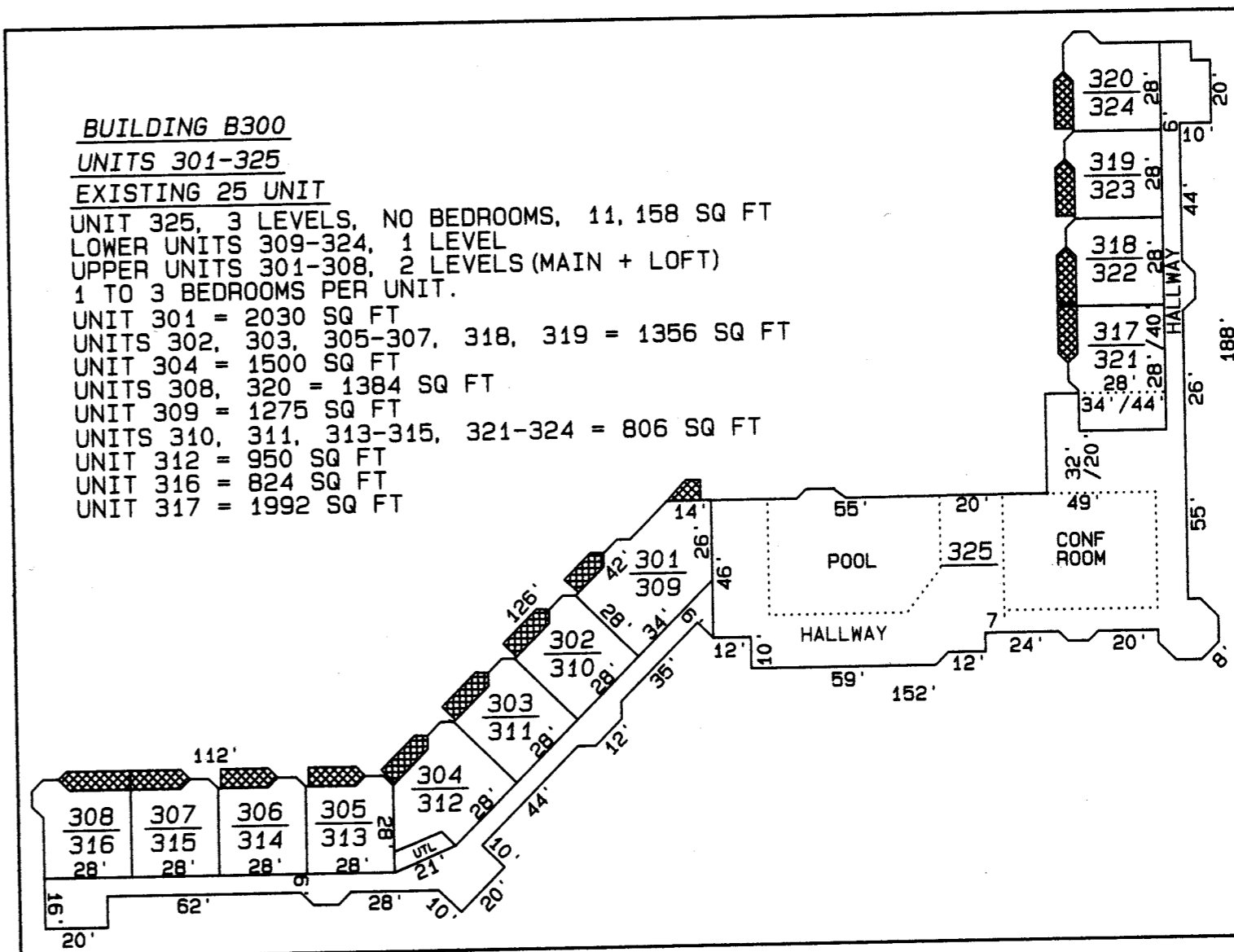
**BUILDING B200**  
**UNITS 201-210**  
**EXISTING 10 UNIT**  
 BUILDING IS 2 LEVELS,  
 2 TO 3 BEDROOMS PER UNIT.  
 UPPER UNITS 206-210 (MAIN + LOFT)  
 LOWER UNITS 201-205 (MAIN + BASEMENT)



**BUILDING B400**  
**UNITS 410-433**  
**EXISTING 16 UNIT**  
 BUILDING IS 3 LEVELS,  
 2 BEDROOMS PER UNIT.  
 UNITS 411-414, 421-424 AND 430-433, 1426 SQ FT EACH.  
 UNITS 410, 415, 420 AND 425, 1421 SQ FT EACH.



**BUILDING B300**  
**UNITS 301-325**  
**EXISTING 25 UNIT**  
 UNIT 325, 3 LEVELS, NO BEDROOMS, 11, 158 SQ FT  
 LOWER UNITS 309-324, 1 LEVEL  
 UPPER UNITS 301-308, 2 LEVELS (MAIN + LOFT)  
 1 TO 3 BEDROOMS PER UNIT.  
 UNIT 301 = 2030 SQ FT  
 UNITS 302, 303, 305-307, 318, 319 = 1356 SQ FT  
 UNIT 304 = 1500 SQ FT  
 UNITS 308, 320 = 1384 SQ FT  
 UNIT 309 = 1275 SQ FT  
 UNITS 310, 311, 313-315, 321-324 = 806 SQ FT  
 UNIT 312 = 950 SQ FT  
 UNIT 316 = 824 SQ FT  
 UNIT 317 = 1992 SQ FT



4th AMENDED PLAT OF FAIRWAYS AT TAGALONG CONDOMINIUM  
(fka FAIRWAYS AT TAGALONG MOTEL, A CONDOMINIUM)  
 BARRON COUNTY, WISCONSIN

FLOOR PLANS



NOTE  
 CHANGES TO AREAS OF UNITS  
 PLAT HAS BEEN UPDATED TO BETTER  
 REFLECT THE ACTUAL AREA OF  
 LIVABLE SPACE CONSTRUCTED,  
 RATHER THAN SIMPLE FOOTPRINT  
 DIMENSIONS.  
 AREAS NOW INCLUDE FINISHED AND  
 UNFINISHED SPACES AS  
 WELL AS LOFTS AND BASEMENT AREAS.  
 DIMENSIONS APPROXIMATE ONLY.  
 AREA DOES NOT INCLUDE DECKS

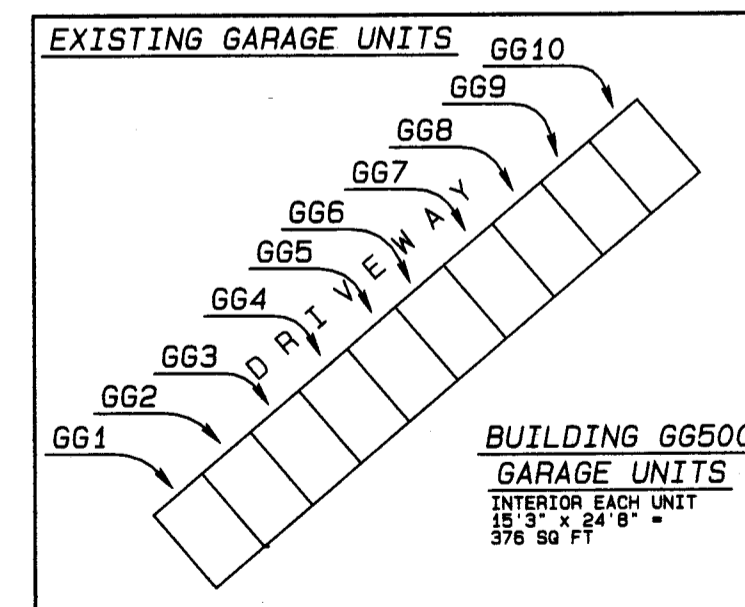
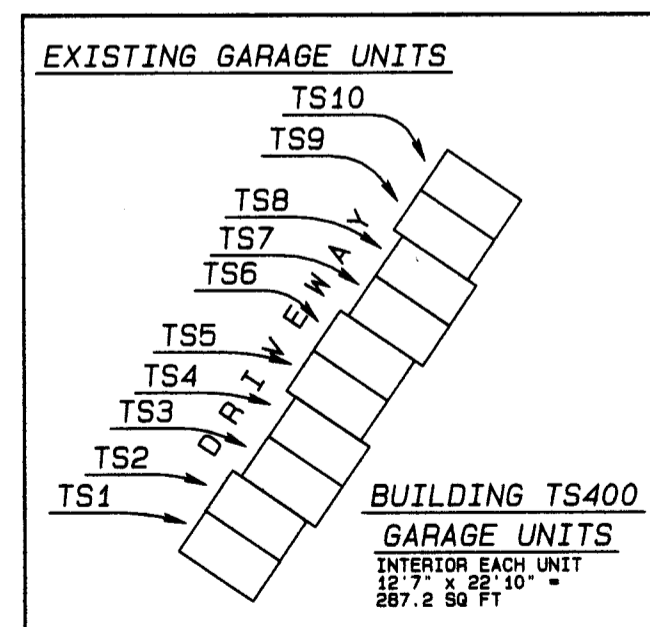
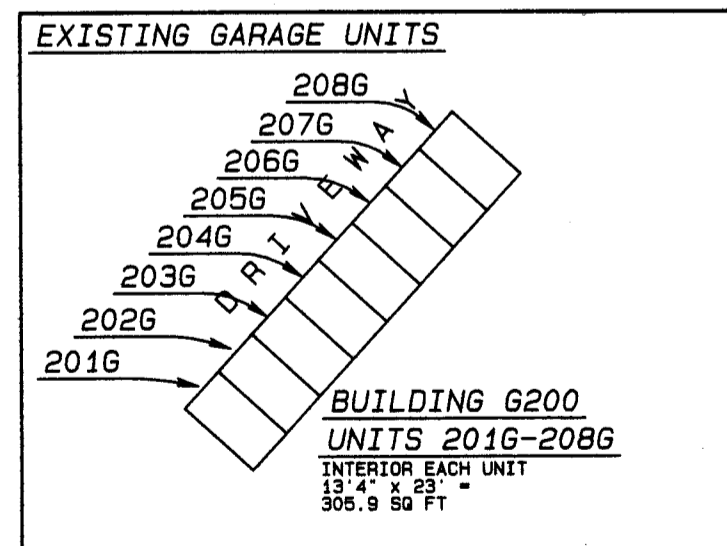
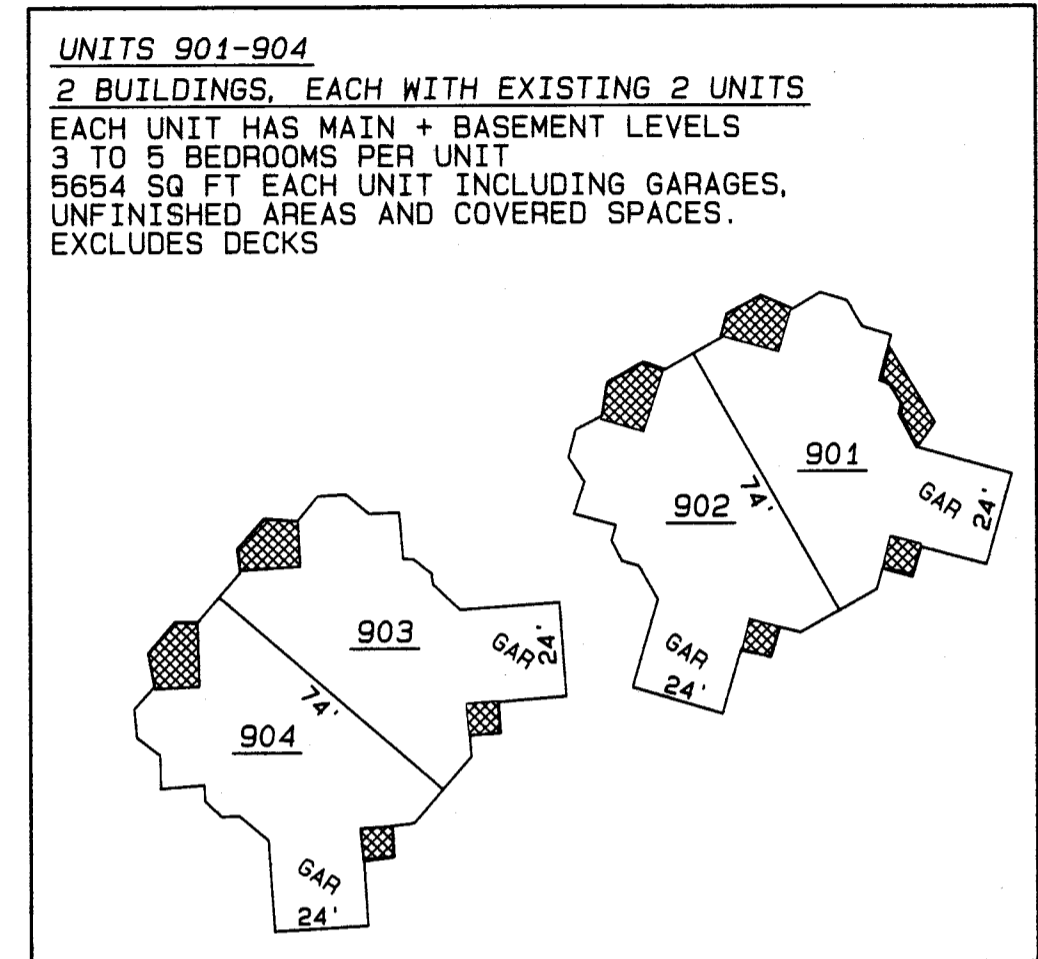
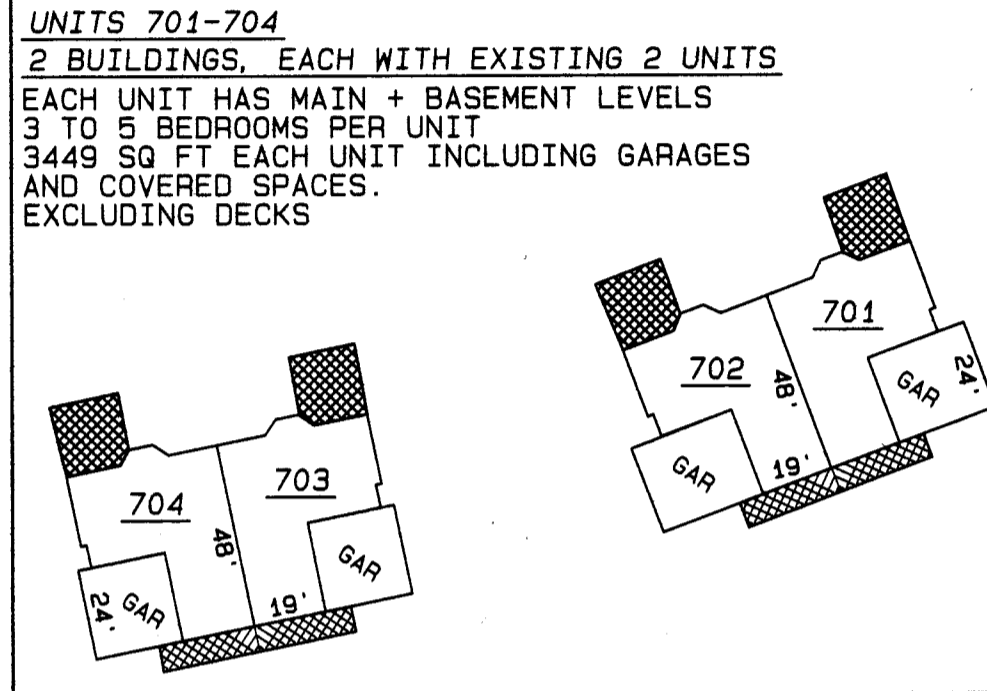
SCALE  
 1" = 50'  
 0 25 50 100

LEGEND  
 B000 = BUILDING NUMBER  
 G000  
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▨ = DECK, PORCH OR PATIO- SEE  
 NOTE ABOVE FOR MORE  
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NOTE ALL UNITS  
LIMITED COMMON ELEMENTS  
 LIMITED COMMON ELEMENTS WILL  
 INCLUDE DECKS, PATIOS AND  
 PORCHES OF EACH UNIT



WISCONSIN  
 MICHAEL C. CLAMER  
 S-2345  
 Stone Lake, Wis.  
 LAND SURVEYOR  
 M. Clamer