

(22 pages)

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DECLARATION OF CONDOMINIUM  
OWNERSHIP AND COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR DAVE'S CONDOMINIUM NO. 2

THIS DECLARATION is made by Helling Construction Company, LLC, a Wisconsin limited liability company, hereinafter referred to as "Declarant", the date hereinafter stated for the purposes of subjecting the following described real property and the appurtenances thereto to the provisions of the Wisconsin Condominium Ownership Act (Chapter 703, Wisconsin Statutes) and for the additional purpose of imposing certain covenants, conditions and restrictions upon such property.

RECITALS

Section 1. Ownership: Helling Construction Company, LLC, a Wisconsin limited liability company, hereinafter referred to as "Declarant", is the owner of the subject property.

Section 2. Name of Condominium: The condominium shall be known as Dave's Condominium No. 2, being located in the City of Kiel, Manitowoc County, Wisconsin.

Section 3. Condominium is not Expandable: The condominium can consist of one (1) building containing two (2) units and is not expandable.

Section 4. Legal Description of Property: The real property subject to condominium ownership by this Declaration is:

Lot 174, Rockville Subdivision Third Addition, being located in the SE1/4 of the NE1/4 of Section 29, T17N, R21E, City of Kiel, Manitowoc County, Wisconsin.

Section 5. Covenants, Conditions and Restrictions: Certain covenants, conditions and restrictions upon the use or uses of the condominium property are set forth throughout this Declaration.

CONDOMINIUM PLAN.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, the Declarant hereby establishes the following plan for

condominium ownership of the real property described above and the buildings and improvements hereafter located thereon pursuant to the provisions of the Condominium Ownership Act, and hereby declares that all said property shall be held, occupied, used, transferred, sold and conveyed subject to the terms, conditions and restrictions of this Declaration.

## ARTICLE I.

### DEFINITIONS

As used in this Declaration, or in any amendment thereto, unless otherwise provided or unless the context requires otherwise, the following words/terms shall have the meaning set forth below.

Section 1.1 "Association": Shall mean and refer to the Dave's Condominium No. 2 Owner's Association, U.A. which association shall be an unincorporated, non-profit association, its successors and assigns.

Section 1.2 "Unit Owner": Shall mean, refer to and include every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to any unit described in this Declaration, and may also be referred to in this Declaration as "Owner".

Section 1.3 "Condominium Property": Shall mean and refer to the real property described herein, together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

Section 1.4 "Building": Shall refer to the single structure identified herein and also depicted on the condominium plat filed in the office of the Register of Deeds for Manitowoc County, Wisconsin.

Section 1.5 "Unit": Shall mean, refer to and include each part of the condominium property designated as and intended for residential use, including one or more cubicles of air at one or more levels in a building.

Section 1.6 "Common Elements": Shall mean, refer to and include all of the condominium property except its units.

Section 1.7 "Limited Common Elements": Shall mean, refer to and include those common elements designated in this declaration or the condominium plat as reserved for the use of a certain unit, units or building to the exclusion of other units or building.

Section 1.8 "Common Expenses" and "Common Surpluses": Shall mean, refer to and include the expenses and surpluses of the Association.

Section 1.9 "Living Area": Shall mean, refer to and include that part of the unit excluding the garage and storage areas, if any.

Section 1.10 "Master Association": Shall mean, refer to, and include that term as defined in Section 703.155 of the Wisconsin Condominium Ownership Act as amended.

## ARTICLE II.

### DESCRIPTION AND IDENTIFICATION OF BUILDING

#### UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 2.1 Description of Building: The building shall be a two (2) unit duplex type building as more particularly set forth on Exhibit One (1) attached hereto.

Section 2.2 Description of Units: Each of the two units situated in the building aforescribed shall be separately designated by an identifying number (1 and 2) as set forth on Exhibit One (1). The units shall be of the duplex type design and each unit will consist of a main floor (with a garage on said main floor), a crawl space above the main floor and a basement. The two levels shall be connected by interior stairways fully contained within each

separate unit and access to the exterior of the building shall be had through separate exit/entry doors for each unit. The boundaries of each unit shall be as set forth in Article III, Section 3.3 below.

If any of the common or limited common elements shall encroach upon any unit, or any unit shall encroach upon any other unit whereupon any portion of the common or limited common elements 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 as long as the building stands. In interpreting the exhibits attached hereto, the existing physical boundaries of a unit or a unit which is constructed in substantial compliance with the plan thereof, shall be conclusively presumed to be within its boundaries rather than the dimensions 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.

Section 2.3 Description of Common Elements: The location of the common elements on the condominium property are shown on Exhibit One (1) attached hereto and are also designated on the condominium plat filed in the office of the Register of Deeds for Manitowoc County, Wisconsin, and the items of property and facilities included within the meaning of said term are as stated in Section 1.6 of this Declaration. The owners of each unit shall have an undivided interest as tenants in common in the common elements as hereinafter described in this Declaration.

Section 2.4 Description of Limited Common Elements: The limited common elements respectively assigned to Units 1 and 2 are divided by an imaginary line depicted on Exhibit 1 as running from Jasper Court, through the condominium building and to a point on the northern lot line of the premises described in this Declaration (including, but not limited to the concrete drive adjacent to each unit and the porch and deck adjacent to each unit, if any).

The limited common elements are part of the common elements of the project but are permanently assigned and limited to the exclusive use of designated units and are as depicted on Exhibit 1 attached hereto. The limited common elements designated herein shall be assigned to the exclusive use of the particular unit and units designated and limited common elements shall be assigned by the Declarant to a unit purchaser and such conveyance shall designate such assignment. Thereafter the unit to which each of the limited common areas was assigned shall have the exclusive use thereof and any subsequent conveyance of title to such unit shall pass with it as an appurtenance thereto the exclusive use herein provided for. The use of the limited common elements aforescribed shall be restricted to the purposes for which are herein designated and no owner shall use, add to, alter, modify or in any way change such limited common element in any manner contrary to provisions of this Declaration or the By-Laws of the Association or any rules or regulations as may from time to time be adopted by the Association.

The limited common elements designated shall be subject to access under the provisions of this Declaration, by By-Laws of the Association or any rules and regulations as may from time to time be adopted by the Association, such access including but not being limited to the purposes of maintenance, inspection and repair.

### ARTICLE III.

#### PROPERTY RIGHTS

Section 3.1 Percentage of Undivided Interest in Common Elements: The fraction of undivided interest owned in the common elements (including the limited common elements, being a part thereof) and the facilities appertaining to each unit and its owner is one-half ( $\frac{1}{2}$ ), which interest shall be conveyed with each unit.

Section 3.2 Status and Ownership of Units: Each unit, together with its undivided interest in the common elements and facilities shall constitute real property for all purposes, and the owner(s) of each unit shall be entitled to the exclusive ownership and possession thereof.

Section 3.3 Boundaries of Unit: The boundaries of the residential living element of each unit shall be the underside of the finished interior surface of its perimeter walls, floors and ceilings. Such finished surfaces being included within the unit. In addition, a unit will contain a garage and/or storage areas. The interior space of said areas shall be included in the unit.

Section 3.4 Rights In Common Elements: Each owner, together with his family and guests, shall use the common elements for all purposes for which it was designed and intended. No owner, his family and guests may hinder or encroach upon the lawful rights of any other owner, such owner's family and guests or tenants with respect to such use, with the exception of the limited common elements as described in this Declaration. Such rights to use the common elements shall be subject to all restrictions and limitations set forth in this Declaration or in the By-Laws of the Association, and the rules and regulations adopted pursuant thereto.

Section 3.5 Easement of Enjoyment: Every owner shall have a nonexclusive right to an easement of enjoyment in and to the common elements, including, but not by way of limitation, a right and easement of ingress and egress over, upon and across the common elements necessary for access to such owner's unit. These rights and easement of enjoyment shall be appurtenant to and pass with the title to every unit, subject to the right of the unit owners to mortgage their interest in the common elements.

Section 3.6 Easements: The condominium property shall be subject to the following easements, and all rights appurtenant thereto:

- a. Any utility easement present now or necessary in the future as may be granted for gas, water, electrical, telephone services, cable television services and/or sewers, whether or not evidenced by an instrument in writing of public records.
- b. Each unit may maintain a compact dish receiver attached to the common element of the building appurtenant to the unit served by the compact dish. As an alternate, cable television may be afforded to one or both units at the unit owner's option, and at the unit owner's expense.
- c. Operable smoke detectors shall be maintained on the premises of both units.
- d. To the extent necessary, each unit owner shall have an easement to service the sewer and/or water lateral servicing the condominium. If the sewer and water bill for the condominium is combined, the unit owners shall share equally the cost of sewer and water service to the condominium property.
- e. Should any of the aforescribed easements hereafter be required to be evidenced by written instrument, Declarant reserves the right to convey same in its name alone, which conveyance shall be binding upon each owner of any unit on the condominium property by the acceptance of any right, title or interest therein.
- f. All the easements described in this section and all rights appurtenant thereto shall run with and bind the land in perpetuity and shall inure to the benefit and be binding upon the Declarant, their successors and assigns, and upon all parties having any (legal or equitable) right, title or interest in the condominium property, their respective heirs, personal representatives, successors and assigns.

#### ARTICLE IV.

##### MEMBERS AND THEIR VOTING RIGHTS

Section 4.1 Members: Every record owner, whether one or more persons or entities,

of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title to a similar interest merely as security for the performance of an obligation) to a unit, whether existing or proposed (as described herein), shall be a member of the Association which shall administer the common areas.

Section 4.2 Voting Rights: Each unit, whether existing or proposed shall be entitled to one vote only. If an owner shall own more than one unit, such owner shall be entitled to one vote for each unit owned. If there exists more than one owner of a unit, then they shall determine between themselves who has the right to cast the one vote or may divide their vote in relationship to their ownership interest in the unit, but in no event shall the owners of any one unit, if there be more than one, have more than one vote.

#### ARTICLE V.

##### COVENANT (AND LIEN) FOR ASSESSMENTS

Section 5.1 Assessments, and Lien and Personal Obligation Therefor: Each future owner by acceptance of a Deed conveying an interest in the condominium is deemed to covenant and agree to pay the Association monthly assessments, special assessments for capital improvements and building assessments, which shall be established and collected as hereinafter provided in this Declaration. The aforementioned assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be and constitute a continuing lien in favor of the Association upon the unit(s), and the undivided interest in the common elements and facilities appurtenant thereto, against which such assessment is made, which lien shall arise at the time a Certificate for Lien is filed in the office of the Clerk of Courts for Manitowoc County, Wisconsin, or other appropriate place according to law, by authority of and at the direction of the Board of Directors of the Association. Such Certificate for Lien shall contain such



information as is necessary to properly identify the unit against which the lien exists, the record owners thereof and the amount of the lien claim, and shall be signed by an officer of the Association. A lien for assessments, as provided for herein, may be foreclosed as provided in Chapter 703 of the Wisconsin Statutes. In addition to the foregoing, such assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be a personal obligation of the owner(s) of the unit against which assessed at the time such assessment (or any installment thereof) is due, and such personal obligation shall pass to the successors in title (except for mortgages, their successors and assigns, and other purchasers who obtain title to the unit as a result of a first mortgage foreclosure) to such unit, and each owner of any unit, by acceptance of any right, title or interest therein, is deemed to assume the obligation to make such payment.

Section 5.2 Purpose of Assessments: The assessment levied by the Association shall be used to enhance the property value, to promote the recreation, health, safety and welfare of the unit residents, and for the maintenance and improvement of the condominium property. Subject to the provisions following, assessments shall be used to pay the common expenses of the Association for such items, but not by way of limitation, as: general maintenance services of the common elements (and facilities appurtenant thereto) and Association property; liability, fire and extended coverage insurance premiums for the common elements; utility charges for any part of the condominium property not individually metered to units; lawn care, landscaping, trash services, snow removal, repair, maintenance and operation of the common elements, facilities and Association property. Subject to the provisions of Section 5.3 following, special assessments for capital improvements shall be used to defray, in whole or in part, the common expenses for the costs of reconstruction,

repair or replacement of capital improvements on the common elements or Association property, and the construction or purchase of new capital improvements, but may be levied only upon the affirmative vote of one hundred (100%) percent of the unit owners at a meeting duly called for that purpose in accordance with the provisions of the By-Laws of the Association.

Section 5.3 Common Expenses (and Surplus): Payment of the Annual Assessment:

The common expenses under Section 5.2 above shall be charged to (and the common surplus shall be distributed among) the unit owners equally.

Section 5.4 Date Annual Assessments Commence: The annual assessment provided for above shall commence the date this Declaration is recorded and shall be due and payable to the Association each year thereafter on the same date. This payment date may be adjusted in the future by the Association. Should the annual assessments be determined insufficient to pay the common expenses for each levied, the Board of Directors of the Association may increase the amount thereof, and thereupon shall give written notice of such action to the unit owners.

Section 5.5 Disposition of Excess Assessments: In the event the Board of Directors determines that excess assessments have been made or assessed to the unit owners, the Board of Directors may repay those excessive assessments or credit all or a portion of excessive assessments to the next annual assessment. Excessive assessments would be those assessments collected or due for which there are no existing or projected common expenses within a one-year period, necessitating the payment of such funds or for which no specific contingency exists. The Board of Directors may make such repayments in their discretion, with due regard for past payment pattern and future needs.

Section 5.6 Certification of Status of Assessments: The Association shall furnish, upon request of a unit owner or such other persons who have a bona fide interest in the status of such assessments, a Certificate signed by an officer (other than an owner of the unit for which requested) of the Association setting forth as a specified date the amount of unpaid or excess assessments on a specified unit.

Section 5.7 Remedies of Association for Non-payment of Assessments: In addition to the right of the Association to foreclose a lien for non-payment of assessments due and owing, an action at law against the owner(s) personally obligated to pay same may be brought by the Association. No owner may waive or otherwise escape liability for the payment of assessments by non-use of any of the common elements or by abandonment of his, her and/or its units.

Section 5.8 Priority of Lien: A lien for assessments shall be prior to all other liens except only (a) liens of general and special taxes, (b) all sums unpaid on a first mortgage recorded prior to the making of such assessments, and (c) mechanics' (construction) liens prior to the making of such assessments, as provided in Section 703.16 of the Wisconsin Statutes.

Section 5.9 Notwithstanding Sections 5.1 through 5.8 above, Section 703.365(6) shall apply to this condominium which sections read as follows:

"Expenses, maintenance operation: (a) Paragraphs (b) to (e) apply to a small residential condominium if any of the following criteria is met:

1. A proposed expenditure or action for the repair, maintenance or upkeep of the property, or for the operation of the property, is not approved by the board of directors and any unit owner believes the expenditure or action is necessary for the safety and proper use of the property or of the owner's unit.

2. An expenditure or action is approved by the Board of Directors and any unit owner believes the expenditure or action is contrary to the safety and proper use of the property or the owner's unit.

(b) The unit owner or owners challenging a decision of the Board of Directors described under par. (a) 1 or 2 shall give written notice of the objection to all unit owners and mortgagees within 45 days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse or modify the decision.

(c) The unit owner or owners may challenge the decision after reconsideration by the Board of Directors under par. (b) only in an arbitration proceeding under ch. 788. Acceptance of a conveyance of a small residential condominium which is subject to pars. (b) to (e) is deemed to constitute an agreement by the unit owner to submit challenges of the Board to Directors to arbitration.

(d) The Board of Directors, upon submission of the matter to arbitration as provided in par. (c) shall name a arbitration as provided in par. (c), shall name a proposed arbitrator. The unit owner or owners may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the two (2) arbitrators shall select a 3rd person and the three (3) shall serve as an arbitration panel chaired by the 3rd person. The expense of the arbitration shall be shared equally by the Association and the unit owner or owners challenging the decision of the Board of Directors.

(e) The arbitration award by the arbitration panel under par: (d) shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it."

## ARTICLE VI.

### DAMAGE AND DESTRUCTION OF PROPERTY - INSURABLE RISKS

Section 6.1 Repair and Reconstruction After Damage: In the event of any damage to or destruction of the property of the condominium as a result of fire or other casualty and the damage is less than a total loss to said common elements, repairs shall promptly be undertaken by the Association to reconstruct the property to a condition compatible with the remainder of the condominium. Any cost of repair or reconstruction in excess of the available insurance proceeds shall be a common expense.

Section 6.2 Total Loss or Loss in Excess of Insurance Proceeds: In the event the common elements of the condominium are damaged to an extent more than the available insurance proceeds or the condominium property is damaged to the extent that it is a total loss for insurance purposes, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having one hundred (100%) percent of the votes. In the case of partition, the net proceeds of sale together with the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements and shall be distributed in accordance with the priority of interests in each unit.

## ARTICLE VII.

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure (except those contemplated in this original Declaration, the original plans and the original plat) shall be commenced, erected or maintained upon the condominium property, nor shall any addition, change or alteration be made to or on the building exteriors until the plans and specifications showing the nature, kind, shape, height, materials, color and location thereof shall have been submitted to and

approved by the Board of Directors of the Association. In the event the Board of Directors fails to approve such plans and specifications within thirty (30) days of their submission, such plans and specifications shall be deemed to have been disapproved. It is contemplated by this article that the exterior appearance of the building including both units shall be compatible one with the other and that the unit owners shall mutually agree on the matters affecting the exterior appearance of the building.

A fence not more than 5 feet high can be installed by the unit owners or either of them, dividing the common elements from the rear of the building to the northern lot line. All provisions of this paragraph shall apply to such decks and/or fences as they may exist on the condominium property.

#### ARTICLE VIII.

#### MAINTENANCE AND REPAIR

Section 8.1: All maintenance and repairs to the units and common elements, including limited common elements, shall be made by the individual unit owner unless otherwise provided herein, but such maintenance and repair shall not include structural repair to the building itself. These items of maintenance shall include, but are not limited to, the maintenance of the grounds and the maintenance of the outside of the building with the west side of the unit dividing line being assigned to Unit 1 and with the east side of the unit dividing line assigned to Unit 2. Each unit owner shall be responsible for all damages to any other unit or to the common or limited common elements and facilities resulting from misconduct, negligence or misuse on the part of said unit owner. Each unit owner shall be responsible for lawn care, snow and ice removal for the limited common elements on their side of the dividing line. Each unit owner shall be responsible for the maintenance, repair and replacement of the driveway porch on their side of the unit dividing line.

Section 8.2: All maintenance, repairs and replacements provided in Article V set forth above in the common and limited common elements not completed by the unit owner, whether located outside or inside of the building or units (unless necessitated by the negligence, misuse or neglect of the unit owner, in which case said expense shall be charged to said unit owner) shall be made by the Board of Directors and shall be charged to all unit owners as a common expense as set forth in Article V above unless assigned to an individual unit owner in Section 8.1 above in which case said expense shall be charged to said unit owner.

## ARTICLE IX.

### USE RESTRICTIONS

Section 9.1 Residential Use: Each unit is intended for and its use shall be restricted to a single family residence only. Special rules relating to occupancy are set forth in detail in the By-Laws of the Association and may be further set forth in any rules established by the Association as are permitted by said By-Laws.

Section 9.2: No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the property by its residents.

Section 9.3: No signs of any kind shall be displayed to public view on the condominium property except those approved and authorized in advance by the Board of Directors of the Association.

Section 9.4 Additional Rules and Regulations: In addition to the foregoing, the Association may from time to time adopt reasonable rules and regulations pursuant to the By-Laws of the Association which regulations impose additional use restrictions on the condominium property, including but not limited to restrictions relating to the keeping of pets

upon the condominium property and the placement of furniture or other items within the limited common or common elements.

## ARTICLE X.

### INSURANCE

Section 10.1 Property Insurance: The Board of Directors shall be required to obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, or other appropriate insurance coverage, insuring all condominium property, but not including furniture, furnishings or personal property owned by or located in units. Such insurance shall cover the property and shall name as insureds the Association, the Board of Directors, the unit owners and their mortgagees as their interest may appear and such insurance shall be in an amount equal to the full replacement value of the building without deduction for depreciation.

Section 10.2: Each policy shall provide that proceeds shall be payable to the Board of Directors or an insurance trustee as may be provided for in the By-Laws of the Association in trust for all unit owners and their mortgagees as their interest may appear.

Section 10.3 Policy Requirements: All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least 30 days prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least 10 days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the



full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be affected pursuant to this section.

Section 10.4 Public Liability Insurance: The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least Three Hundred Thousand Dollars (\$300,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Such insurance shall provide liability coverage for all common and limited common elements set forth herein in the Exhibits hereto.

Section 10.5 Additional Insurance: Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors. Each unit owner is responsible for obtaining such liability insurance as is necessary to insure his interest and liability for damages arising from the use and occupancy of his premises as may be made by third parties and is further responsible for obtaining such property insurance as may be necessary to insure his interest in personal or other property within the project.

Section 10.6 The unit owner shall maintain the insurance detailed in this article through the same Insurance carrier/underwriter, including property insurance, liability insurance and unit owner insurance. The purpose of this section is to provide coordination of benefits in the event of a loss.

## ARTICLE XI.

### GENERAL PROVISIONS

Section 11.1 Covenants and Enforcement: All of the requirements imposed upon the owners of the condominium property by this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements which shall run with and bind the property submitted to condominium ownership until removed from the provisions of the Condominium Ownership Act of Wisconsin, and shall be binding upon and inure to the benefit of such property and all present and future parties having any legal or equitable right, title or interest therein, their respective heirs, personal representatives, assignees and successors. The Association and/or any owner shall have the right to enforce all such covenants, conditions, restrictions or easements now or thereafter imposed by this Declaration and the By-Laws and the rules and regulations of the Association by any proceeding at law or in equity. Failure to proceed with such enforcement shall not be deemed or constitute a waiver of the right to therefore enforce the original or any subsequent violation.

Section 11.2 Additional Rights of Mortgage Holders: The holder of any mortgage of any unit or units which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated herein, shall have the right to receive written notice by mail of the call of any meeting of the membership of the Board of Directors of the Association to be held for the purposes considering any proposed amendment to this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association. Further, the Board of Directors of the Association shall give, if also requested as provided

herein, a notice of any default of any unit owner as to any of the provisions of this Declaration, the Articles and the By-Laws thereunder, simultaneously with giving the required notice to any unit owner for such violation. Further, if requested, the Board of Directors shall give notice in writing to any mortgage holder of any damage in excess of One Thousand (\$1,000.00) Dollars to the condominium property in the event of a casualty loss.

Section 11.3 Amendment of Declaration: This Declaration may be amended by unit owners by a unanimous vote of the unit owners voting for such amendment at the meeting duly held in accordance with the provisions of the By-Laws of the Association. Further, Section 11.2 relating to the rights of mortgage holders shall be complied with.

Section 11.4 Termination of Condominium Plan: This condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Condominium Ownership Act.

Section 11.5 Other Assessments: Should any local government unit levy an assessment for public improvements against any part of the condominium property, such assessments shall be paid by the Association as a common expense, and the share thereof allocated to each unit as provided in this Declaration shall become and be added to the assessments against each unit.

Section 11.6 Service of Process: The person to receive service of process upon the Association shall be David Heling, whose address is 14115 County Road XX, Newton, Wisconsin 53063. The members of the Association may from time to time designate a successor to receive service of process, which shall be in effect by compliance with statutory provisions of the State of Wisconsin therefor.

Section 11.7 Severability: In the event any one or more of the covenants, conditions, restrictions or easements contained in this Declaration is declared invalid, such invalid provision shall in no way affect any other provision of this Declaration which shall remain in full force and effect.

Dated at Sheboygan, Wisconsin this 13<sup>th</sup> day of August, 2021.

HELING CONSTRUCTION, LLC

By: /s/ David Heling  
David Heling, Member

STATE OF WISCONSIN )

SHEBOYGAN COUNTY )

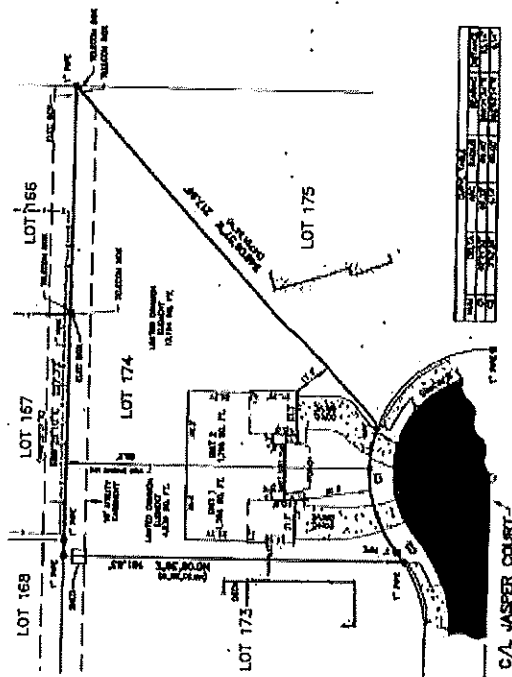
Personally came before me this 13<sup>th</sup> day of August, 2021, the above named David Heling, to me known to be the person who executed the foregoing instrument and acknowledge the same.

/s/ Joshua D. McKinley  
Joshua D. McKinley  
Notary Public, Sheboygan County, WI  
My Commission Is Permanent.

This Declaration Drafted by:  
Olsen, Kloet, Gunderson & Conway  
By: Attorney Joshua D. McKinley

POST OFFICE ADDRESS:  
602 North 6<sup>th</sup> Street  
Sheboygan, WI 53081  
Telephone: (920) 458-3701  
Facsimile: (920) 459-2725

Lot 174, Rockville Subdivision Third Addition, Being located in the SE 1/4 of the NE 1/4 of Section 29, T17N, R21E, City of Kiel, Manitowoc County, Wisconsin.



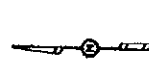
**DISCLAIMER OF WARRANTIES**  
 The Surveyor, his Associates, Registered Land Surveyor number 5-2114, do hereby certify that he has surveyed the following described property and that this survey is an accurate representation of the corner boundary lines and the location of the proposed building and improvements on the property.

LAR 276, Archville Subdivision Third Addition, part of the Southeast 1/4 of the Northwest 1/4, Section 26, T27N, R24E, City of Red, Manitowish County, Wisconsin.

(Further clarify that the job is a direct representation of "Don's Construction No. 2," as proposed in the first award, and the identification and location of each unit and the current elements can be determined from the job. The undersigned reviewer makes no certification as to the accuracy of the four phases of the construction bidding and work completed in the job and the associated drawings and documents.)

As a new marketing specialist, you will be responsible for the development and execution of marketing programs for the company's products and services. You will be responsible for identifying and developing new marketing opportunities, creating and implementing marketing strategies, and managing the company's marketing budget. You will also be responsible for monitoring and evaluating the effectiveness of the company's marketing programs and reporting on the results to management.

Wingman J. Blanders Dated this 20th day of July 2004  
Wingman J. Blanders J. Blanders



100

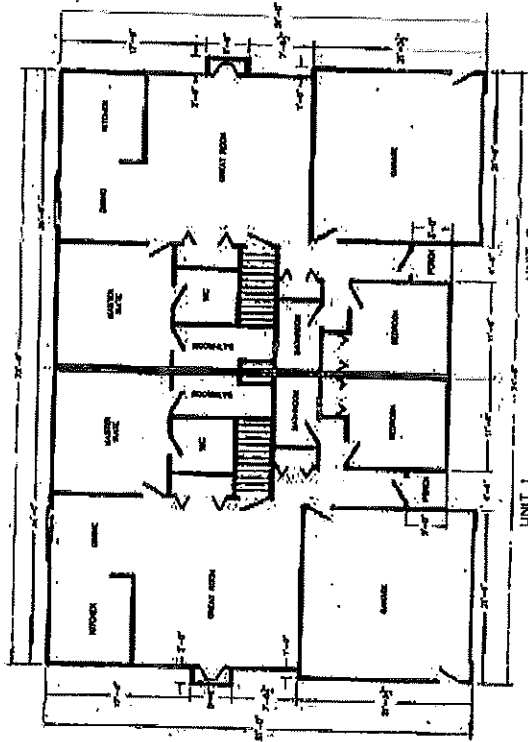
**CEDAR CREEK SURVEYING, LLC**  
www.cedarcreek-surveying.com  
1-800-457-3894  
11111 Cedar Creek, Suite 1  
Crested Butte, CO 81224

- ⊗ = Sat.  $3/4" \times 18"$  Riser  
min. 15 lbs per foot
- = Iron Pipe Fitted
- ⊙ = Manholes

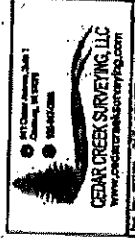
NOTES  
REMARKS ARE BASED ON THE INFORMATION PLAT. OF ROCKWELL ELECTRONIC TUBE DIVISION

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**Dave's Condominium No. 2**  
 A Non-expandable Condominium  
 Lot 174, Rockville Subdivision Third Addition, Being located in the SE 1/4 of the NE 1/4 of  
 Section 29, T17N, R21E, City of Kell, Manitowish County, Wisconsin.



UNIT FLOOR PLAN



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