

**CONDOMINIUM DECLARATION**

Document Number

Title of Document

CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
WOLF RIVER CONDOMINIUMS

1311592

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WINNEBAGO COUNTY, WI  
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SUSAN WINNINGHOFF  
REGISTER OF DEEDS

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Name and Return Address:  
Atty. Steven J. Frassetto  
740 Ford Street, Suite A  
Kimberly, WI 54136

(Parcel Identification Number)

# TABLE OF CONTENTS

## CONDOMINIUM DECLARATION

<u>SUBJECT</u>	<u>PAGE NO.</u>
Statement of Declaration	1
Legal Description & Name	1
Description and Location of Buildings	1
Number and Identification of Units	2
Common Elements and Facilities	2
Limited Common Elements	2
Percentage of Ownership in Common Elements and Facilities	3
Residential Purpose	3
Association of Unit Owners	3
Repairs and Maintenance	4
Right of First Refusal on Conveyance or Other Disposition	5
Right of Declarant to Dispose of Units	6
Destruction and Reconstruction	6
Insurance	7
Liability for Common Expenses	8
Partition of Common Elements Prohibited	8
Conveyance to Include Interest in Common Elements and Facilities and Limited Common Elements	8
Easements, Reservations and Encroachments	9
Failure of Association to Insist on Strict Performance Not Waiver	9
Amendments to Declaration	10
Notices	10
Service of Process	10
Number and Gender	10
Captions	10
Severability	11
Homestead	11
Site Plan/Floor Plan	Exhibits A & B

CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
WOLF RIVER CONDOMINIUMS

This Declaration for WOLF RIVER CONDOMINIUMS, whose addresses are 8951 County Road II, Units 1 through 39, Town of Wolf River, Winnebago County, Wisconsin, is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 14th day of May, 2004, by G & G River Investments, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant" whether one or more).

1. STATEMENT OF DECLARATION

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

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. LEGAL DESCRIPTION AND NAME

2.1 Legal Description. The following described real estate is subjected to the provisions of this Declaration:

See Attached Legal Description

2.2 Name. The aforesaid real estate and all buildings and improvements thereon shall be known as Wolf River Condominiums.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be a maximum of eight (8 ) buildings on the real estate described in Section 2.1 above which buildings shall contain between four (4) and sixteen (16) units. Said buildings may vary in size and shape, but shall conform to the architectural integrity of the development, and shall be constructed principally as brick, wood and masonry buildings, with roofs covered with conventional roofing materials. Complete construction details are contained in the working plans

and drawings available for inspection at the office of the Declarant. The units are to be located on the real estate as indicated in the survey marked Exhibit "A" attached hereto and made a part of this Declaration. The units are more fully described in the building and floor plans attached hereto as Exhibit "B" and made a part hereof. It is anticipated that all residential units will be similar in design and construction to those depicted in Exhibit "B". Declarant reserves the right to make modifications to the interior layout of individual units. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the layout, location, unit numbers and dimensions of the units as finally located and erected.

A unit is defined as a part of the condominium intended for any type of individual, private or independent use, including one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors, and door frames of the condominium unit, together with all fixtures and improvements contained therein, located in a completed building as set forth on the condominium plat attached as Exhibit "A".

#### 4. NUMBER AND IDENTIFICATION OF UNITS

4.1 Number. There shall be a maximum of sixty-six (66) condominium units in the Wolf River Condominiums development. This Declaration creates the sixteen (16) residential units contained in Building "A".

#### 5. COMMON ELEMENTS AND FACILITIES

The common elements and facilities shall consist of all of Wolf River Condominiums' improvements and appurtenances, except the individual units as defined hereunder, including without limitation: the land on which the building is located, public utility lines, private water and sewer laterals, the walks, drives, parking, landscaping, and mail box areas.

Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units.

#### 6. LIMITED COMMON ELEMENTS

6.1 Description. A portion of the common elements and facilities are designated as "limited common elements," as shown on Exhibits "A" and "B". Such limited common elements specifically include all patios and decks shown on Exhibit "B." Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant.

6.2 Parking Areas. Parking areas are located adjacent to each unit as shown on Exhibit "A." These parking areas are available for the unit owners or their guests. The parking areas are a limited common element as defined hereunder.

6.3 Boat Slips. The boat slips shall constitute limited common elements and are to be allocated and assigned to unit owners in accordance with the By-laws, and such rules and regulations as may be established by the Association of Unit Owners.

6.4 Use. The manner of use of the limited common elements shall be governed by the By-laws of, and such rules and regulations as may be established by the Association of Unit Owners. No unit owner shall decorate, landscape or adorn any limited common elements, or permit such, in any manner contrary to such By-laws and rules and regulations.

## 7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

Each unit owner shall own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other unit owners as set forth below, and except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit. A unit owner's percentage interest shall be determined by the fraction where the square footage of the unit is the numerator and the total square footage of all completed units is the denominator.

The common expenses of the property shall be charged to the unit owners according to the Bylaws of the Association.

## 8. RESIDENTIAL PURPOSE

All buildings and the units therein contained are intended for and restricted exclusively to residential use or accessory storage uses, as governed by the terms and conditions contained herein and the By-laws of the Association.

## 9. ASSOCIATION OF UNIT OWNERS

9.1 Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as the Wolf River Condominiums Association (hereinafter "Association") which shall be responsible for carrying out the purpose of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. The Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-laws and rules and regulations of the Association.

9.2 Voting Rights. The Association shall initially have three classes of voting membership as follows:

1) Class A – Class A members shall be all residential unit owners, with the initial exception of the Declarant, and there shall be one vote per unit;

2) Class B – Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit, of any type, owned. The Class B membership shall cease and be converted to Class A membership thirty days after the conveyance of 75% of the common element interest to purchasers, or three (3) years from the date the first unit is conveyed by Declarant to any person other than Declarant, whichever occurs first. The number of units owned by Declarant under this paragraph shall be determined by assuming that all units to be completed are included in the condominium.

3) Class C – Class C member(s) shall be all storage unit owners, with the initial exception of the Declarant and there shall be one-quarter vote per unit;

The respective rights and qualifications of the three classes of members shall be as set forth in the By-laws of the Association.

9.3 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each unit.

9.4 Delegation of Authority. The Association may delegate to a master association, as that term is defined in Section 703.155 of the Wisconsin Statutes, any one or more of the powers described in Section 703.15(3) of the Wisconsin Statutes. All members of the executive board of said master association shall be elected, after the period of Declarant control, by all unit owners of all condominiums subject to said master association.

## 10. REPAIRS AND MAINTENANCE

10.1 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all maintenance and repair of walks, drives, parking areas and maintenance of all grounds and landscaping.

10.2 Individual Units and Limited Common Elements. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit provided that said decorating, painting and varnishing shall be performed so as to maintain a uniform appearance, both aesthetically and architecturally, of all units. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the

unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, refrigerators, dishwashers, disposals, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the unit. Each unit owner shall keep those limited common elements appurtenant to his unit, as defined in Section 6 hereof and as described in Exhibits "A" and "B", which are not subject to paragraph 10.1 above, in a good, clean, sanitary and attractive condition. Further details on maintenance are included in the By-Laws.

10.3 Prohibition Against Structural Changes by Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to the exterior of any building or any common or limited common elements and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

10.4 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

## 11. RIGHT OF FIRST REFUSAL ON CONVEYANCE OR OTHER DISPOSITION

No unit owner or lessee shall at any time sell, convey, contract to sell, lease or devise his unit, whether by operation of law or otherwise, without first complying with the provisions hereinafter contained in this Section 11. No such sale, conveyance, contract of sale, devise, gift, lease, sublease, or alienation of any other kind shall be made unless the Association is given no less than fifteen (15) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee, or alienee. In addition, any proposed lease of a unit must be for a term not less than six (6) months nor more than twelve (12) months.

The Association, acting through its Board of Directors, shall at all times have the first right and option to purchase or lease such unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of fifteen (15) days following the date of receipt of notice. If the option is not exercised by the Association within fifteen (15) days, the owner or lessee may, at the expiration of said fifteen (15) day period and at any time within thirty (30) days after the expiration of said period, sell or lease such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein.

In the event that the unit owner shall desire to dispose of his unit by gift or devise to other than his lawful spouse or his heirs at law under the laws of the State of Wisconsin, said unit owner or his personal representative shall give the Association written notice thereof no less than thirty (30)

days prior to the time of proposed transfer, which shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such unit at the fair market value at the time of transfer, to be determined by a panel of three (3) qualified appraisers, one of which shall be selected by the unit owner or his personal representative, one by the Association, and the third by the two so selected, provided that the Association shall notify the unit owner or his personal representative of its intent to exercise such right and option within thirty (30) days after the receipt of notice from the owner or his personal representative as provided herein.

The Association may bid upon and purchase any unit which becomes the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

The Board of Directors of the Association shall not exercise any of the options herein set forth to purchase or lease any unit without the prior consent of unit owners holding at least seventy-five (75%) of the votes entitled to be cast at any meeting duly called to consider such action. However, if the Board of Directors determines not to exercise such an option, no membership vote shall be required.

Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the owners. Said unit ownership or interests therein shall be sold or leased by the Association for the benefit of the owners. All proceeds of such sale or leasing after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish and may thereafter be disbursed at such time and in such manner as the Association shall determine.

## 12. RIGHT OF DECLARANT TO DISPOSE OF UNITS

The provisions of Section 11 shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of any units that are a part of the development. Declarant shall have the right to sell or otherwise dispose of units by deed, land contract, or other form of installment sale, or by such other means of conveyances as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any unit as the result of the default of a purchaser under a land contract, installment sale, or mortgage, Declarant shall be free to dispose of any such unit by any means whatsoever, free of any restrictions set forth in Section 11 above. Nothing herein contained shall in any way restrict Declarant's right to lease units not sold or otherwise disposed of.

## 13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction of a building or buildings, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built. However, if a condominium is damaged to an extent more than the available insurance proceeds, and upon obtaining the written consent of unit owners holding seventy-five



percent (75%), or more, of the votes, then the provisions of Section 703.18(2)(b) of the Wisconsin Statutes shall be applicable.

On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 14 hereof. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

#### 14. INSURANCE

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests may appear. Premiums shall be calculated for each unit based on the insurer's criteria and specially assessed to the unit owners and units. 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 servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 14 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If the insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance coverage on his improvements which will not duplicate any insurance provided by the Association of Unit Owners.

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

#### 15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities and certain limited common elements, and common services provided to the unit owners, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves, for such common expenses, in the manner provided in the By-laws of the Association. However, the Association reserves the right to allocate any costs and expenses related to the use, operation, repair, maintenance or replacement of the boat slips to the unit owners and units who have been allocated the boat slips. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common elements and facilities or services or by the abandonment of his unit; and no conveyance shall relieve the unit owner-grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act, without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to units.

#### 16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided.

#### 17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common

and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

## 18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace private water mains and pipes, sewer lines, gas mains, if any, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities.

18.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common elements of facilities, or limited common elements, if such encroachment occurred due to the willful conduct of said owner or owners.

18.3 Private Drives. No vehicle, including, but not limited to, recreation vehicles, trailers, snowmobiles, ATV's, ice shanties or campers, shall be allowed to park or otherwise obstruct the private roads serving the development.

18.4 Binding Effect. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

## 19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The

receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

## 20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act with respect to the percentage interest in the common elements and termination of the condominium form of ownership, this Declaration may be amended by written consent of the owners of not less than three-fourths (3/4) of all votes entitled to be cast by members of the Association and the approval of their mortgagees. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Winnebago County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

## 21. NOTICES

All notices and other documents required to be given by this Declaration or the By-laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process therein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

## 22. SERVICE OF PROCESS

The person to receive service of process shall be Gregory D. Schuh, 373 Windmill Drive, Kaukauna WI 54130, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Winnebago County, Wisconsin.

## 23. NUMBER AND GENDER

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

## 24. CAPTIONS

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

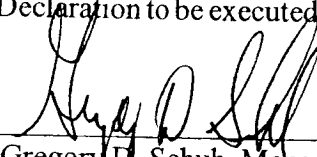
25. SEVERABILITY

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

26. HOMESTEAD


This is not homestead property.

IN WITNESS WHEREOF, Gregory D. Schuh Managing Member of G & G River Investments, LLC, Declarant, has caused this Declaration to be executed this 14th day of May, 2004.

  
\_\_\_\_\_  
Gregory D. Schuh, Managing Member

AUTHENTICATION

Signature of Gregory D. Schuh authenticated this 14th day of May, 2004.

  
\_\_\_\_\_  
Steven J. Frassetto  
Member State Bar of Wisconsin

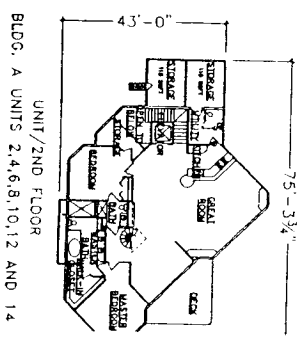
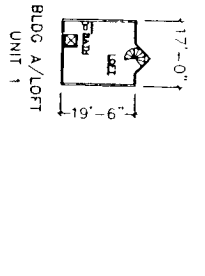
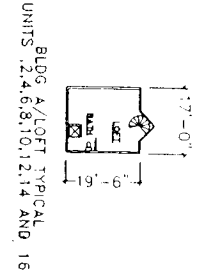
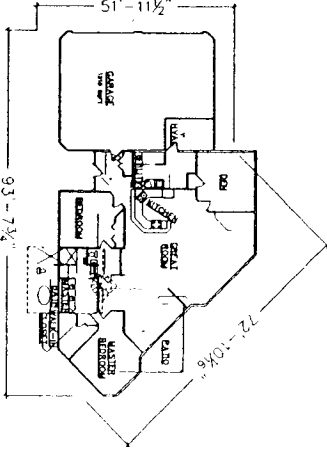
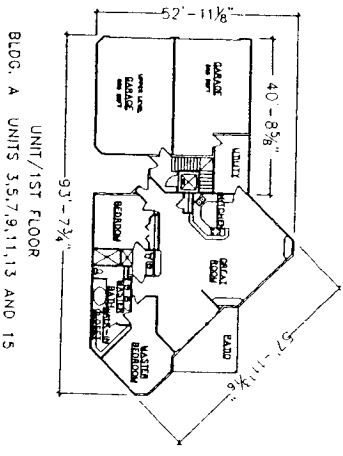
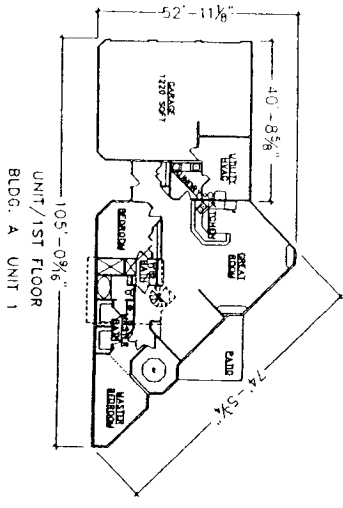
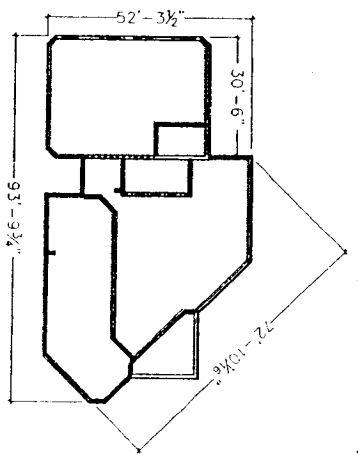
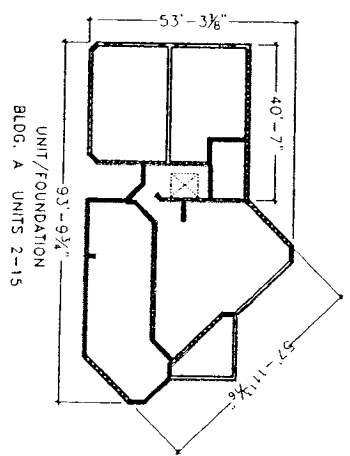
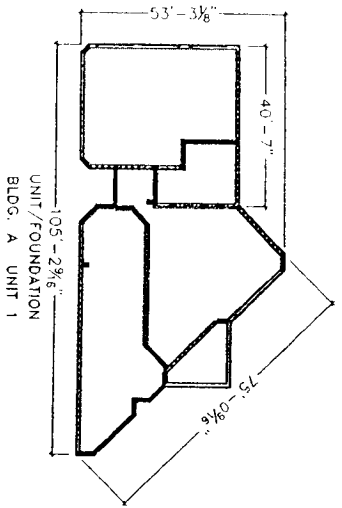
This instrument was drafted by  
Attorney Steven J. Frassetto  
Menn, Teetaert & Beisenstein, Ltd.  
740 Ford Street, Suite A  
Kimberly, WI 54136-2209  
(920) 731-6631

LEGAL DESCRIPTION:  
All of Lot 2 of Certified Survey Map No. 1064 as Recorded in Volume 1 of Certified Survey Maps on Page 1064 as Document No. 581591 and a part of Government Lot 2 of Section 5, Township 20 North, Range 14 East, Town of Wolf River, Winnebago County, Wisconsin containing 363.635± square feet (8.348± acres) of land and more particularly described as follows:

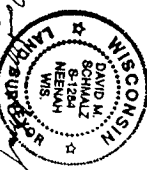
Commencing at the Northeast Corner of said Section 5; Thence South 00°31'45" East (Recorded as South 00°08'56" West), 3132.88 feet along the East Line of the Northeast ¼ of to the East ½ Corner of said Section 5; Thence North 89°07'37" West (Recorded as North 88°28'36" West), 265.40 feet to the Southeast Corner of Lot 2 of Certified Survey Map No. 1975 and the Point of Beginning; Thence North 46°43'48" West, 1144.24 feet (Recorded as North 46°08'57" West, North 46°02'39" West & North 46°15" West, 1144.17 feet) along the East Line of said Lot 2; Thence North 32°05'42" West, 230.06 feet (Recorded as North 31°28'39" West & North 31°39" West, 228.35 feet) along the East Line of Lots 1 & 2 of said Certified Survey Map No. 1975; Thence North 32°18'53" West, 428.42 feet to the South Line of lands described in Document No. 1248337; Thence South 88°26'42" West, 196.62 feet along said South Line to the start of a Meander Line being North 88°28'42" East, 23 feet more or less from the waters edge of the Wolf River; Thence the next five (5) calls are along said Meander Line; Thence North 18°08'04" West, 55.25 feet; Thence North 85°12'37" East, 184.45 feet; Thence North 30°10'08" East, 52 feet more or less (Recorded as North 76°08" East, 44 feet more or less) from said waters edge; Thence North 78°13'22" East, 52 feet more or less (Recorded as North 76°08" East, 44 feet more or less) from said waters edge; Thence North 78°13'22" East (Recorded as North 76°08" East), 507.91 feet along the North Line to the Northeast Corner of Lot 2 of Certified Survey Map No. 1064 and the Westerly right-of-way line of County Trunk Highway "H"; Thence South 14°55'42" East (Recorded as South 17°00" East), 816.52 feet to the start of a curve to the left; Thence 572.01 feet along the arc of a 1970.10 foot radius curve having a 570.00 foot chord bearing South 23°14'46" East along said Westerly right-of-way line; Thence North 32°53'42" West (Recorded as North 32°07'40" West), 36.23 feet along the East Line of Lot 1 of Certified Survey Map No. 5093; Thence North 46°43'48" West (Recorded as North 46°08'57" West, North 46°02'39" West & North 46°15" West), 176.80 feet to the Point of Beginning. Including all those lands lying between the above described meander line and the waters edge of the Wolf River and the respective lot lines extended to said waters edge. Subject to all easements and restrictions of record.



# WOLF RIVER CONDOMINIUMS



The Condo plans provided by KAUSCH & SONS, INC. are based on the following information:  
 Quality Design Services, LLC  
 W7007 Parkview Drive  
 Greenville, WI 54942



12-05-03  
 SHEET 3 OF 3

**McMATHON ASSOCIATES, INC.**  
 ■ ENGINEERS  
 ■ ARCHITECTS  
 ■ SCIENTISTS  
 ■ SURVEYORS

1445 Wenhon Drive Neenah, WI 54956  
 Mailing Address: P.O. Box 1025 Neenah, WI 54957-1025  
 TEL: 920-751-4200 FAX: 920-751-4284