



8 0 4 9 9 3 8 2
Tx:40325302

DECLARATION OF WYLD BERRY
CONDOMINIUM
AN EXPANDABLE CONDOMINIUM

Document Number

2868564
CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI
RECORDED ON
08/01/2019 02:22 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #

PAGES: 24

Recording Area

Name and Return Address
Attorney Philip J. Danen **24 VS**
Roels, Keidatz, Fronsee & Danen, LLC
515 George Street
De Pere, WI 54115

HB502

Parcel Identification Number (PIN)

DECLARATION OF WYLD BERRY CONDOMINIUM
AN EXPANDABLE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made as of the date hereinbelow, by WYLD BERRY CONDOMINIUM, LLC, a Wisconsin limited liability company (the "Declarant").

ARTICLE I
DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act")

ARTICLE II
NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is: "Wyld Berry Condominium, an Expandable Condominium."

2.02. Legal Description. The land comprising the Property (the "Land") is located in the Village of Hobart, County of Brown, State of Wisconsin, and is legally described on attached **Exhibit A**.

2.03. Address. An address for the Condominium has not been assigned as of the date hereof. The Condominium will be located on Woodfield Prairie Drive (or such other street name as may be permitted or required by a governmental entity with jurisdiction over the Property) off of North Overland Road.

ARTICLE III
DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall initially consist of sixteen (16) units (individually, a "Unit"; and collectively, the "Units") identified on the condominium plat attached hereto as **Exhibit B** and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article IV. The Condominium Plat shows boundaries, and dimensions of a Unit. The Units shall be identified as Units 1 through 15, inclusive, along with one unit identified as Unit 16, as numbered and named on the Condominium Plat. Units 12 through 15, inclusive, will be considered "Twindominiums," that is, two (2) attached, single dwelling units standing side by side as shown on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be "land only" Units, describing three (3) dimensional space and having vertical sides formed by geometric planes

extending upward (at ninety (90) degree, right angles to the surface of the Property) along the bordering lines of each Unit and having a top and bottom surface formed and described as a horizontal plane fifty (50) feet above and below the Property surface.

3.03. Expansion Land. Unit 16, as of the date hereof, is comprised solely of undeveloped land, held in reserve for possible expansion of the Condominium. The Boundary of Unit 16 is set forth in attached **Exhibit B**. Unit 16 shall be deemed divided into Units 16 through 24, if and when an amendment to this Declaration is formally recorded in the records of Brown County and signed by Declarant (only), notwithstanding (i) the prior sale of Units 1 - 15 to third parties, and/or (ii) Declarant's possible lack of control over the Association (as defined below). Declarant hereby expressly reserves the right, exercisable in Declarant's discretion, to amend this Declaration and/or its Exhibits, without the consent or approval of the owners of Units 1-15, to effect the development of Unit 16 and the expansion of the Condominium up to twenty-four (24) Units total, inclusive of Unit 16. (If and to the extent that Unit 16 is further divided into less than eight (8) additional Units, such that the expansion lands result in less than twenty-four (24) total Units in the Condominium on the Property, then all calculations of Percentage Interest (as defined below) and voting interests attendant thereto shall be equitably adjusted based on the actual number of total Units in the Condominium)

Section 3.04. Unbuilt Units. The Unit Owners of all Units shall have the right, at their sole cost and expense, to construct such Buildings in accordance with the requirements of the Architectural Committee established in the bylaws of the Condominium Association. Until such Building has been substantially completed, such Unit Owners shall bear the entire cost of construction, maintenance, repair, and insurance of the Building, and shall maintain builder's risk insurance for such Building. Upon substantial completion of any Building, the Unit Owners thereof shall notify the Association, at which point the Association shall maintain, repair, replace, and insure portions of the Land by the Association in accordance with the terms of this Declaration, and the costs thereof shall be Common Expenses. A Building shall be considered "substantially complete" if it houses any Unit for which an occupancy permit has been issued.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the paved driveway, private streets, and pedestrian walkways, if any, situated on the Land.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one (1) divided by the total number of Units. If the number of Units changes due to expansion of the Condominium pursuant to Article VI, above, then the Percentage Interest shall be recalculated and adjusted accordingly with total number of Units being increased from 16 to 24 (maximum). Initially, each Unit's Percentage Interest shall be a percentage equal to one (1), as the numerator, divided by sixteen (16), as the denominator (yielding (initially) a 6.25% Percentage Interest per Unit). If the Condominium is expanded by dividing Unit 16 to create twenty-four (24) Units, each Unit thereafter shall have one (1)

vote, divided by twenty-four (24) Units, yielding a 4.16% Percentage Interest per Unit (or such other Percentage Interest as is determined by the actual number of additional Units created from and out of Unit 16).

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

5.03. Voting. Each Unit shall have one (1) vote appurtenant to such Unit, representing (initially) 6.25% of the issued and outstanding Percentage Interests (subject to expansion, if any); at meetings of the Association (as defined in Article VII).

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

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

ARTICLE VI

RIGHT TO EXPAND

6.01. Reservation of Right. Declarant hereby reserves the right to expand through the construction of Units on "Unit 16" identified on the Condominium Plat. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Brown County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area (i.e. "Unit 16" identified on the Condominium Plat) or parts thereof may be developed for uses other than as part of the Condominium, duplex, or twindominium uses, subject to removal from the Condominium by the sole consent of the Declarant.

6.02. Number and Location of Units. The maximum number of Units in the Condominium as expanded shall be twenty-four (24). Declarant currently anticipates that Units 1 through 15 shall be positioned as shown on the Condominium Plat. However, Declarant reserves the right to change the location of any Unit (inclusive of expansion Units) if required to achieve the best development in the opinion of Declarant. Declarant reserves the right to change the size of the Units in order to meet market requirements. All Units constructed within the expansion area shall be for residential use.

6.03. Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the Percentage Interest appurtenant to each Unit and calculated under

Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

6.04. Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Brown County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes that each Unit Owner may cast in the Condominium as expanded, and when an addendum to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05. Effect of Expansion. Upon the recording of an amendment to the Declaration and addendum to the Condominium Plat, each Unit Owner, by operation of law, shall have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien.

Declarant shall have an easement over, through, and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Wyld Berry Condominium Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers, assuming that the Condominium has been fully expanded under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

7.04. Maintenance and Repairs.

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association may provide rules and individual Unit special assessments for any maintenance and repair deemed specific to a single Unit. The Association shall be responsible for repairing and replacing when necessary any Common Elements.

(b) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the mechanical, water and sewer systems serving such Unit). In Units 12 through 15, the shared Unit Owners shall be equally responsible for the maintenance, repair, and replacement of the building structures shared by the two Unit Owners ("Shared Unit Expenses"). These structures include the undecorated wall immediately adjoining the shared Unit and the roofing covering the shared Units. Any Twindominiums developed in the Expansion Land Unit 16 shall be subject to Shared Unit Expenses. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit

for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

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

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: reserve funds for extraordinary maintenance, repairs, and replacements of Common elements, landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; and maintenance and management salaries and wages.

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

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without

limitation, Section 7.04 and Article XIV, or for any other purpose for which the Board of Directors may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

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

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

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

8.02. Separation, Merger, and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. When any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

(a) In the case of a boundary relocation, the Percentage Interests formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the Percentage Interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association formerly appurtenant to the Units whose boundaries are being adjusted shall be reallocated in the same manner.

(b) In the case of a Unit separation, the Percentage Interests appurtenant to each Resulting Unit shall be determined as follows: for each Resulting Unit, the Percentage Interest appurtenant to the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit,

and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be reallocated in the same manner.

(c) In the case of the merger of two or more Units, the Percentage Interests appurtenant to the resulting Unit shall be the combined Percentage Interests of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(d) An amendment to the Declaration or addendum to the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call, and the same is prohibited. Notwithstanding anything to the contrary contained herein, Declarant shall be entitled to use all Units owned by Declarant as models and for sales activities, and Declarant reserves the right to erect signs or other entryway features at the entrances to the Condominium and to erect appropriate signage within the Units and elsewhere relating to the sale or leasing of Units.

8.04. Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.05. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

- (a) The term of any such lease shall not be less than four (4) months;

(b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same;

(d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and

The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.06. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.07. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers. No garbage or waste containers shall be kept outside a structure unless it is screened from street view.

8.08. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles, boats, campers or trailers shall be parked on any yard at any time.

8.09. Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

8.10. Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

ARTICLE IX INSURANCE

9.01. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

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

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association may require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04. Directors' and Officers' Insurance. Subsequent to the conveyance of title by Declarant to the first Unit, the Association may require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

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

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

ARTICLE X

CONDEMNATION

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

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

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

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

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

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

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

ARTICLE XI MORTGAGEES

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

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

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

11.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

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

11.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable

for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XII
AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. 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 Brown County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIII
REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Village of Hobart or the County of Brown to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

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

ARTICLE XIV

GENERAL

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

14.02. Architectural Control. As long as Declarant owns any lot in the Condominium, no dwelling, house, fence or other structure of any type may be constructed, erected, placed, or moved onto any lot in the Condominium until the plans and specifications have been submitted to and approved by Declarant. All costs of materials, labor, construction, plans, drawings, specifications, certifications, including changes thereto or otherwise, shall at all times be the responsibility of the submitting Unit Owner. All plans and specifications shall be mailed or delivered to:

WYLD BERRY CONDOMINIUM, LLC
203 South Monroe Avenue
Green Bay, WI, 54301

If Declarant fails to approve or disapprove such plans and/or specifications within 60 days after same shall have been received by it, said plans and specifications shall be deemed to have been approved. After Declarant no longer owns any lot in the Condominium, plans and specifications for any dwelling, fence or other structure, or proposed additions or external modifications to such shall be submitted for approval to such other "Architectural Control Committee" as may be convened from among the owners of lots in said Condominium and determined by the Condominium Association.

14.03. Roadway and Trail Easements. The Declarant hereby reserves for the Association, acting by and in the discretion of its Board of Directors, the right to grant to other properties roadway and/or trail easements for vehicular and pedestrian access across the Common Elements.

14.04. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors. Each Unit Owner shall have a perpetual right of ingress and egress over the Common Elements to and from the Unit owned by such Unit Owner.

14.05. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 14.08. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

14.07. Access to Condominium by the Declarant and Owners of Unbuilt Units. During any period in which Declarant is constructing any Building or other improvements on the Property or Declarant is replacing or repairing any Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

14.08. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Mark Gigot, 203 South Monroe Avenue Green Bay, WI 54301. The resident agent may be changed by the Association in any manner permitted by law.

14.09. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

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

14.11. Disclosure Regarding Warranties: The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements. Any implied warranty of workmanlike performance and that the Common Elements are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

[Signature page to follow]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day 31st of July, 2019.

“DECLARANT”:

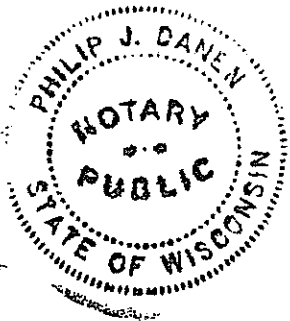
WYLD BERRY CONDOMINIUM, LLC

By: Mark Gigot
Mark Gigot on behalf of
Gigot Properties, LLC, Sole Member

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 31st day of July, 2019, Mark Gigot on behalf of Gigot Properties, LLC, the Sole Member of Wyld Berry Condominium, LLC, a Wisconsin limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

Philip J. Danen
Philip J. Danen
Notary Public, State of Wisconsin
My Commission is permanent



Drafted by:
Attorney Philip J. Danen
Roels, Keidatz, Fronsee & Danen LLC
515 George Street
De Pere, WI 54115
(920) 336-4242
phild@deperelaw.com

CONSENT OF MORTGAGEE

The undersigned, being the holder of a certain mortgage(s) executed by WYLD BERRY CONDOMINIUM, LLC to the undersigned. recorded in the office of the Register of Deeds of Brown County, Wisconsin, relative to all of

LEGAL DESCRIPTION

Brown County, Wisconsin does hereby consent to all of the terms and conditions of the foregoing Declaration of Wyld Berry Condominium, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Dated this 31st day of July, 2019.

Community First Credit Union

By: Brent D. Jensen
Name: BRENT D. JENSEN
Its: VP - Senior Lender

STATE OF WISCONSIN)
)SS.
COUNTY OF Wisconsin

Personally came before me this 31 day of July, 2019, the above-named Brent Jensen known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she voluntarily executed the same for the purposes therein contained.

Karalynne Moore
* Karalynne Moore
Notary Public, State of Wisconsin
My Commission expires: 1/22/23

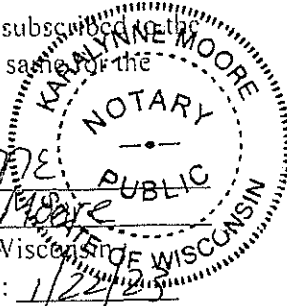




EXHIBIT A

LAND

All of Lot 1, Volume 58 of Certified Survey Maps, Page 233, Map Number 8335, Document Number 2635366, located in Lot 12 and Lot 13, Section 10, T24N-R19E, Village of Hobart, Brown County, Wisconsin.

WYLD BERRY CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

ALL OF LOT 1, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 233, MAP NUMBER 8325, DOCUMENT NUMBER 2659366, LOCATED IN PART OF LOTS 12 AND LOT 13, SECTION 10, T24NR19E, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

DECLARANT: WYLD BERRY CONDOMINIUM, LLC

TOTAL UNITS
DECLARED AREA = 16 UNITS
APPROXIMATELY AVAILABLE TO A MAXIMUM
24 UNITS

NOTES

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNIT, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON AREAS, ARE RESERVED TO THE COMMON ELEMENTS OF THE CONDOMINIUM.
2. SEE SECTIONS 14.01 & 14.03 IN WYLD BERRY CONDOMINIUM, AN EXPANDABLE CONDOMINIUM DECLARATION FOR EASEMENTS TO THE ASSOCIATION.

BROWN COUNTY PLANNING CERTIFICATE

THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM PLAT WITH THE EXCEPTED AREAS AND EASEMENTS THEREON AS APPROVED FOR THE BROWN COUNTY PLANNING COMMISSION, DATED THIS _____ DAY OF _____, 2019.

TERRY VAN HOYT, BROWN COUNTY PROPERTY LISTER

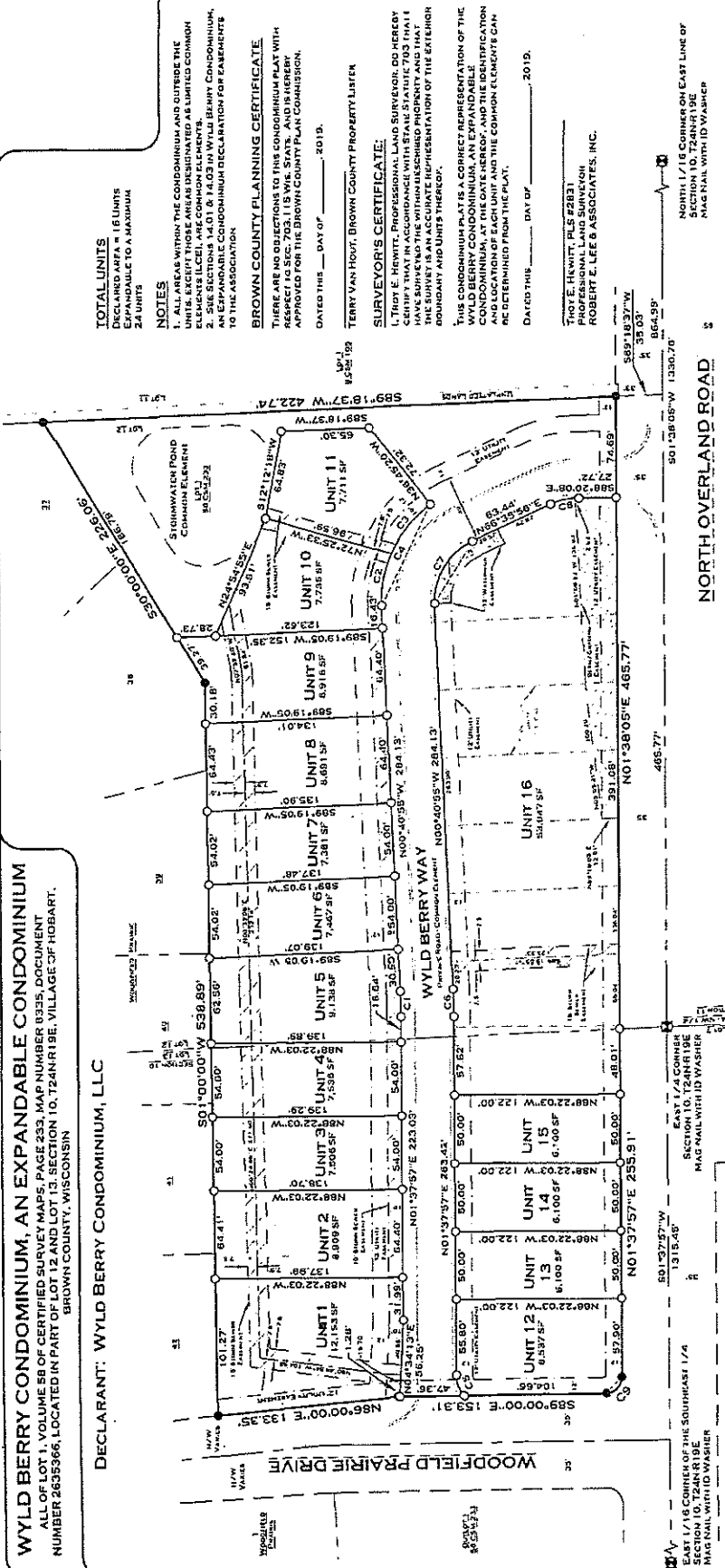
SURVEYOR'S CERTIFICATE:

I, TROY E. HEWITT, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH STATUTE 703.114 I HAVE CONDUCTED A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY AND UNITS THEREON.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE WYLD BERRY CONDOMINIUM, AN EXPANDABLE CONDOMINIUM, AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT.

DATED THIS _____ DAY OF _____, 2019.

TROY E. HEWITT, PLS #28831
PROFESSIONAL LAND SURVEYOR
ROBERT E. LEE & ASSOCIATES, INC.



LEGAL DESCRIPTION

SAID PARCEL CONTAINS 232.408 SQUARE FEET (5.354 ACRES) OF LAND MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

CURVE TABLE

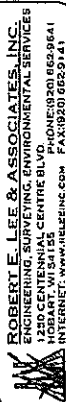
CURVE #	DELTA	RADIUS	LENGTH	DIRECTION	CHORD LENGTH	TANGENT BEARING	SECOND TANGENT BEARING
C1	27°15'30"	402.00'	35.89'	S12°11'30"W	38.90'	S28°03'24"W	S00°40'58"E
C2	30°48'15"	87.50'	47.07'	S40°28'31.9"W	46.50'	S55°35'09"W	S23°03'54"W
C3	50°48'03"	87.50'	88.38'	S27°38'07.6"W	82.92'	S65°33'09"W	S00°40'33"E
C4	30°48'15"	87.50'	16.24'	N00°28'31"E	15.24'	N01°40'53"W	S00°40'33"E
C5	67°10'50"	40.50'	56.63'	S23°57'20"W	53.74'	S68°35'55"W	S00°40'55"E
C6	25°09'37"	49.80'	11.44'	S78°07'54.5"W	31.27'	N88°20'00"W	S68°35'55"W
C7	49°22'03"	12.80'	16.72'	S45°10'38.5"W	16.08'	S85°00'00"E	N07°37'07"E

LEGEND

- 1/8" = 1' (1/8" PER 1.5185' AIN. P.)
- EXISTING 1" IRON PINS
- ⊗ RECORDED COUNTY MONUMENT

SCALE: 1" = 60'
0' 30' 60' 120'

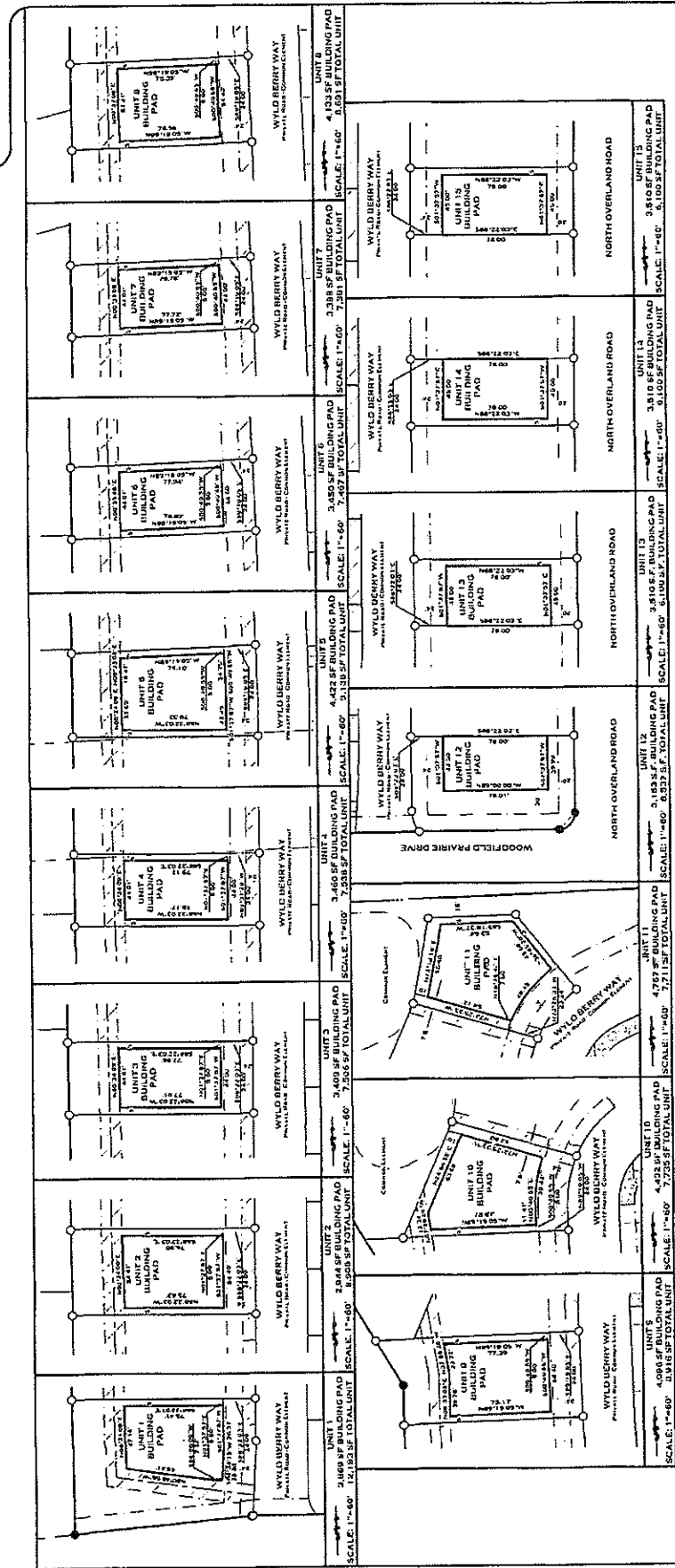
BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM. THE HORIZONTAL OF LOT 1, 58 CSR #33 IS RECOMMENDED TO BE 308°10'50" P.



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1000 CENTRE BLVD., SUITE 200
HOBART, WI 53135
PHONE: (920) 662-9641
FAX: (920) 662-9141
INTERNET: WWW.RLEESINC.COM

WYLD BERRY CONDOMINIUM, AN EXPANDABLE CONDOMINIUM
 ALL OF LOT 1, VOLUME 98 OF CERTIFIED SURVEY MAPS, PAGE 233, MAP NUMBER 8539, DOCUMENT NUMBER 2633866, LOCATED IN PART OF LOT 12 AND LOT 13, SECTION 10, T24N-R19E, VILLAGE 3P HOBART, BROWN COUNTY, WISCONSIN

DECLARANT: WYLD BERRY CONDOMINIUM, LLC



SHEET 2 OF 2

ROBERT E. LEE & ASSOCIATES, INC.
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
 1250 CENTENNIAL CENTRE BLVD.
 HODART, WI 53155
 PHONE: (262) 868-8641
 INTERNET: WWW.RLEAENGINEERING.COM FAX: (262) 868-8141