

Document No.

**THIRD AMENDMENT TO
CONDOMINIUM DECLARATION OF
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
BAYLAKE CITY CENTER
CONDOMINIUM**

3060109
CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
03/28/2024 04:10 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #

PAGES: 26

Return to:

Attorney David P. Dewick
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 200
Green Bay, WI 54301

26 VS

12-195, 12-196, 12-197, 12-198, 12-199, 12-
200, 12-200-1, 12-201, 12-202, 12-203, 12-204,
12-205, 12-206, 12-206-1 and 12-86-1

Parcel Numbers

THIS THIRD AMENDMENT (this "Amendment") is executed as of this 28th day of March, 2024, by 301 N. ADAMS ST LLC (a/k/a 301 N. Adams Street LLC), a Wisconsin limited liability company ("301 LLC"), HCW, LLC, a Wisconsin limited liability company ("HCW"), BAYLAKE FOOD COURT REAL ESTATE LLC, a Wisconsin limited liability company ("BFCRE"), SPRING LAKE CHURCH, INC., a Wisconsin non-stock corporation ("SLC"), and BAYLAKE CITY CENTER CONDOMINIUM ASSOCIATION, INC. (a/k/a Baylake City Center Condominium Owners' Association, Inc.), a Wisconsin non-stock corporation (the "Association").

RECITALS:

A. Baylake City Center, LLC ("Declarant") executed that certain Condominium Declaration of Covenants, Conditions, Restrictions and Easements for Baylake City Center Condominium, dated January 25, 2005 ("Condominium") and recorded with the Brown County Register of Deeds as Document No. 2173811 ("Declaration"), and the Condominium is hereby legally described on **Exhibit C** attached hereto.

B. The Declaration was amended by that (i) certain First Amendment to Condominium Declaration of Covenants, Conditions, Restrictions and Easements for Baylake City Center Condominium, dated January 14, 2021, and recorded with the Brown County Register of Deeds as

Document No. 2941603 ("First Amendment") and (ii) certain Second Amendment to Condominium Declaration of Covenants, Conditions, Restrictions And Easements For Baylake City Center Condominium, dated January 31, 2024, and recorded with the Brown County Register of Deeds as Document No. 3056208 ("Second Amendment") (the Declaration, First Amendment and Second Amendment are collectively referred to herein as the "Declaration").

C. The Declaration created the following units within the Condominium:

Unit No. 110 (Tax Parcel No. 12-195)
Unit No. 120 (Tax Parcel No. 12-196)
Unit No. 130 (Tax Parcel No. 12-197)
Unit No. 140 (Tax Parcel No. 12-198)
Unit No. 150 (Tax Parcel No. 12-199)
Unit No. 160 (Tax Parcel No. 12-200)
Unit No. 170 (Tax Parcel No. 12-200-1)
Unit No. 210 (Tax Parcel No. 12-201)
Unit No. 220 (Tax Parcel No. 12-202)
Unit No. 230 (Tax Parcel No. 12-203)
Unit No. 240 (Tax Parcel No. 12-204)
Unit No. 250 (Tax Parcel No. 12-205)
Unit No. 260 (Tax Parcel No. 12-206)
Unit No. 270 (Tax Parcel No. 12-206-1)

D. HCW, 301 LLC, SLC and BFCRE, who are all of the owners of the Units, and the Association desire to amend the terms and conditions of the Declaration pursuant to the terms of this Amendment.

E. All capitalized terms herein shall be defined as set forth in the Declaration, unless otherwise defined herein.

F. All required consents and approvals required under Wis. Stat. Chapter 703 with respect to this Amendment have been received.

NOW, THEREFORE, HCW, 301 LLC, BFCRE, SLC and the Association agree as follows:

1. Modification of Unit Boundaries and Common Elements.

A. Boundaries between Units may be relocated upon compliance with Wis. Stat. § 703.13(6) and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Wis. Stat. § 703.13(7) and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Wis. Stat. § 703.13(8) 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. Upon request of the Association, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay for 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. Where 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 in the common elements shall be reallocated as follows:

(a) In the case of a boundary relocation, the percentage interests that were 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 reallocated 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 that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined 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 in 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 determined 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 percentages 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 the plat pursuant to these procedures shall require only the signatures of the Association and the Owners and Mortgagees of the affected Units.

B. Identification of Units to be Relocated or Merged. Existing Units 210, 220, 230, 240, 250, 260 and 270 are hereby merged into a single unit to be identified as Unit 210 as set forth on **Exhibit A** attached hereto. All of the undivided percentage interests in the common elements, rights to use any limited common elements and the votes in the Association formerly appurtenant to existing Units 210, 220, 230, 240, 250, 260 and 270 shall be allocated to new Unit 210. The allocation of undivided percentage interests in the common elements and votes in the Association resulting from the foregoing merger are reflected on **Exhibit B** attached hereto and incorporated herein by reference. To the extent required under Wis. Stat. Ch. 703, SLC, 301

LLC and BFCRE hereby convey to HCW any and all interests and rights in any common elements which are being merged into new Unit 210.

2. **Second Addendum to Condominium Plat.** Contemporaneously herewith, the parties agree to and are recording an amendment to the Condominium Plat titled "Baylake City Center Condominium Second Addendum" as represented by the Second Addendum attached hereto as **Exhibit A**, which reflects the aforementioned merger of existing Units 210, 220, 230, 240, 250, 260 and 270, as well as updates the identification of certain common elements and limited common elements as agreed to by the Association, 301 LLC, SLC, BFCRE and HCW to properly reflect past and current utilization of such spaces.

3. **Listing of All Units.** Attached hereto as **Exhibit B** is a list of all Units, including the Units added and merged by this Amendment, together with the percentage interests appurtenant to each.

4. **Waiver of Compensation.** Each of the undersigned hereby waive any right to compensation under Wis. Stat. § 703.09(3) arising from the merger of former Units 210, 220, 230, 240, 250, 260 and 270 into a single Unit known as Unit 210.

5. **Liability for Common Expenses.** Section 14(c) of the Declaration shall be deleted in its entirety and replaced with the following:

"C. Liability for Common Expenses. Notwithstanding anything contained in the Declaration, as amended, to the contrary, the allocation of liability for common expenses and rights to common surpluses appurtenant to the Units, and each Unit Owner's responsibility for payment of the common expenses, shall be as follows:

Units 110, 120, 130, 140, 150, 160 and 170:	50%
Unit 210:	50%

As for allocation of liability for common expenses and right to common surpluses among Units 110, 120, 130, 140, 150, 160 and 170, each Unit Owner of such Units shall be responsible for its proportionate share of the common expenses, and be entitled to its proportionate share of the common surpluses, based on the relationship of the square footage of each such Unit to the total square footage of Units 110, 120, 130, 140, 150, 160 and 170."

6. **Counterparts.** This Amendment may be executed in any number of counterparts and in separate counterparts, each of which, when so executed, shall constitute an original, but all of which, taken together, shall be one and the same instrument. Signatures of the parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

7. **Reaffirmation.** Except as otherwise set forth in this Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

(Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

301 N. ADAMS ST LLC (a/k/a 301 N. Adams
Street LLC)
(“301 LLC”)

By: Arti Jonna
Name: Arti Jonna
Title: Member

HCW, LLC
(“HCW”)

By: _____
Name: Paul B. Belschner
Title: Member

BAYLAKE FOOD COURT REAL ESTATE,
LLC
(“BFCRE”)

By: _____
Name: Paul B. Belschner
Title: Member

SPRING LAKE CHURCH, INC.
(“SLC”)

By: _____
Name: William Van Kirk
Title: Downtown Pastor

BAYLAKE CITY CENTER CONDOMINIUM
ASSOCIATION, INC. (a/k/a Baylake City
Center Condominium Owners' Association,
Inc.)
(“Association”)

By: _____
Name: Paul B. Belschner
Title: President

By: Arti Jonna
Name: Arti Jonna
Title: Secretary


Signature Page (Third Amendment)

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

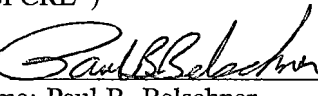
301 N. ADAMS ST LLC (a/k/a 301 N. Adams
Street LLC)
("301 LLC")

By: _____
Name: Arti Jonna
Title: Member

HCW, LLC
("HCW")

By:  _____
Name: Paul B. Belschner
Title: Member

BAYLAKE FOOD COURT REAL ESTATE,
LLC
("BFCRE")

By:  _____
Name: Paul B. Belschner
Title: Member

SPRING LAKE CHURCH, INC.
("SLC")

By: _____
Name: William Van Kirk
Title: Downtown Pastor

BAYLAKE CITY CENTER CONDOMINIUM
ASSOCIATION, INC. (a/k/a Baylake City
Center Condominium Owners' Association,
Inc.)
("Association")

By:  _____
Name: Paul B. Belschner
Title: President

By: _____
Name: Arti Jonna
Title: Secretary

Signature Page (Third Amendment)

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

301 N. ADAMS ST LLC (a/k/a 301 N. Adams
Street LLC)
("301 LLC")

By: _____
Name: Arti Jonna
Title: Member

HCW, LLC
("HCW")

By: _____
Name: Paul B. Belschner
Title: Member

BAYLAKE FOOD COURT REAL ESTATE,
LLC
("BFCRE")

By: _____
Name: Paul B. Belschner
Title: Member

SPRING LAKE CHURCH, INC.
("SLC")

By: William Van Kirk
Name: William Van Kirk
Title: Downtown Pastor

BAYLAKE CITY CENTER CONDOMINIUM
ASSOCIATION, INC. (a/k/a Baylake City
Center Condominium Owners' Association,
Inc.)
("Association")

By: _____
Name: Paul B. Belschner
Title: President

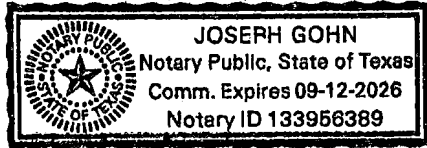
By: _____
Name: Arti Jonna
Title: Secretary

Signature Page (Third Amendment)

ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

Personally came before me this 1 day of February, 2024, the above named Arti Jonna who acknowledged herself to be a member of 301 N. Adams St LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Joseph Gohn
Name: Joseph Gohn
Notary Public, State of Texas
My Commission: 09/12/2026

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2024, the above named Paul B. Belschner, who acknowledged himself to be a member of HCW, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2024, the above named Paul B. Belschner, who acknowledged himself to be a member of Baylake Food Court Real Estate, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

Acknowledgement Page (Third Amendment)

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

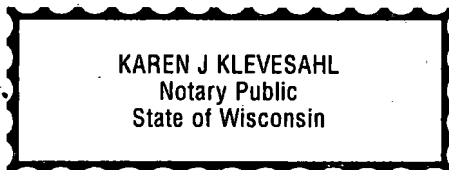
Personally came before me this _____ day of _____, 2024, the above named Arti Jonna who acknowledged herself to be a member of 301 N. Adams St LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of _____
My Commission: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 9th day of January, 2024, the above named Paul B. Belschner, who acknowledged himself to be a member of HCW, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

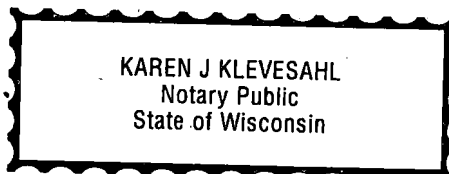


Karen J Klevesahl
Name: Karen J Klevesahl
Notary Public, State of Wisconsin
My Commission: 03/25/2026

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 9th day of January, 2024, the above named Paul B. Belschner, who acknowledged himself to be a member of Baylake Food Court Real Estate, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.



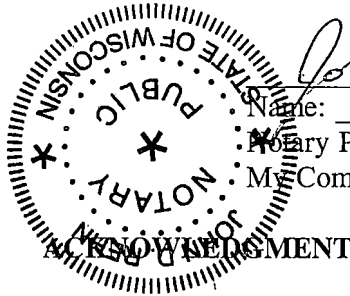
Karen J Klevesahl
Name: Karen J Klevesahl
Notary Public, State of Wisconsin
My Commission: 03/25/2026

Acknowledgement Page (Third Amendment)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 10 day of January, 2024, the above named Pastor William Van Kirk, who acknowledged himself to be the Downtown Pastor of Spring Lake Church, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Name: John D. Rehn
Notary Public, State of Wisconsin
My Commission: April 17, 2024

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2024, the above named Paul B. Belschner, who acknowledged himself to be the President of the Baylake City Center Condominium Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above named Arti Jonna, who acknowledged herself to be the Secretary of the Baylake City Center Condominium Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of _____
My Commission: _____

Acknowledgement Page (Third Amendment)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

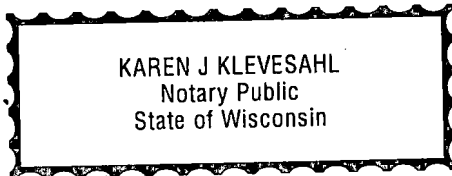
Personally came before me this _____ day of _____, 2024, the above named Pastor William Van Kirk, who acknowledged himself to be the Downtown Pastor of Spring Lake Church, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 9th day of January, 2024, the above named Paul B. Belschner, who acknowledged himself to be the President of the Baylake City Center Condominium Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Karen J Klevesahl
Name: Karen J Klevesahl
Notary Public, State of Wisconsin
My Commission: 03/25/2024

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above named Arti Jonna, who acknowledged herself to be the Secretary of the Baylake City Center Condominium Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of _____
My Commission: _____

Acknowledgement Page (Third Amendment)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this ____ day of _____, 2024, the above named Pastor William Van Kirk, who acknowledged himself to be the Downtown Pastor of Spring Lake Church, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

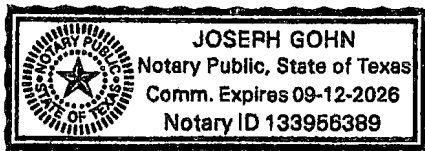
Personally came before me this ____ day of _____, 2024, the above named Paul B. Belschner, who acknowledged himself to be the President of the Baylake City Center Condominium Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

Personally came before me this 1 day of February, 2024, the above named Arti Jonna, who acknowledged herself to be the Secretary of the Baylake City Center Condominium Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Name: Joseph Gohn
Notary Public, State of Texas
My Commission: 09/12/2026

Acknowledgement Page (Third Amendment)

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage from HCW, LLC, a Wisconsin limited liability company, to the undersigned recorded in the Office of the Register of Deeds for Brown County, Wisconsin, on September 2, 2022, as Document No. 3016095, does hereby consent to all of the terms and conditions of the foregoing Amendment, and agrees that its interest in the property described on **Exhibit A**, and in any Units owned by HCW, LLC, shall be subject in all respects to the terms thereof.

Dated this 15th day of December, 2023.

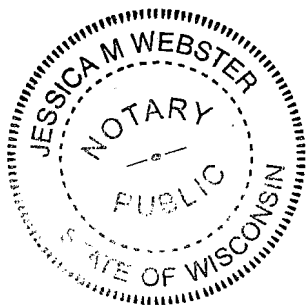
COMMUNITY FIRST CREDIT UNION

By: Brent J. Jensen
Name: BRENT J. JENSEN
Title: VP - Senior Lender

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 15 day of Dec, 2023, the above named Brent J. Jensen, who acknowledged himself or herself to be the VP Senior Lender of Community First Credit Union, and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Jessica M Webster
Name: Jessica M Webster
Notary Public, State of Wisconsin
My Commission: 6-12-2027

Consent and Acknowledgement Page (Third Amendment)

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage from Baylake Food Court Real Estate LLC, a Wisconsin limited liability company, to the undersigned recorded in the Office of the Register of Deeds for Brown County, Wisconsin, on June 3, 2019, as Document No. 2861136, does hereby consent to all of the terms and conditions of the foregoing Amendment, and agrees that its interest in the property described on **Exhibit A**, and in any Units owned by Baylake Food Court Real Estate LLC, shall be subject in all respects to the terms thereof.

Dated this 15th day of December, 2023.

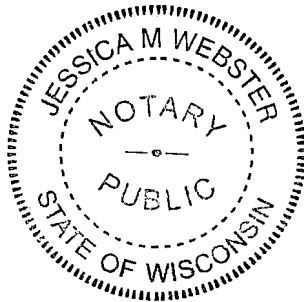
COMMUNITY FIRST CREDIT UNION

By: Brent J. Jensen
Name: BRENT J. JENSEN
Title: VP-Senior Lender

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 15 day of Dec, 2023, the above named Brent J. Jensen, who acknowledged himself or herself to be the VP Senior Lender of Community First Credit Union, and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Jessica M. Webster
Name: Jessica M. Webster
Notary Public, State of Wisconsin
My Commission: 6-12-2027

Consent and Acknowledgement Page (Third Amendment)

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage from Spring Lake Church, Inc., a Wisconsin limited liability company, to the undersigned recorded in the Office of the Register of Deeds for Brown County, Wisconsin, on April 16, 2021, as Document No. 2954582, does hereby consent to all of the terms and conditions of the foregoing Amendment, and agrees that its interest in the property described on **Exhibit A**, and in any Units owned by Spring Lake Church, Inc., shall be subject in all respects to the terms thereof.

Dated this 14 day of December, 2023.

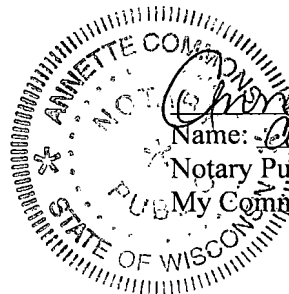
BANK FIRST N.A.

By: John Rehn
Name: John Rehn
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 14th day of December, 2023, the above named John Rehn, who acknowledged himself or herself to be the Vice President of Bank First N.A., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

A circular notary seal for Annette Commons, Notary Public, State of Wisconsin. The seal contains the text "ANNETTE COMMONS", "NOTARY PUBLIC", and "STATE OF WISCONSIN" around the perimeter.
Name: Annette Commons
Notary Public, State of Wisconsin
My Commission: 12/20/2025

Consent and Acknowledgement Page (Third Amendment)

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage from Baylake Food Court Real Estate LLC, a Wisconsin limited liability company, to the undersigned recorded in the Office of the Register of Deeds for Brown County, Wisconsin, on June 3, 2019, as Document No. 2861136, does hereby consent to all of the terms and conditions of the foregoing Amendment, and agrees that its interest in the property described on **Exhibit A**, and in any Units owned by Baylake Food Court Real Estate LLC, shall be subject in all respects to the terms thereof.

Dated this _____ day of _____, 2023.

COMMUNITY FIRST CREDIT UNION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2023, the above named _____, who acknowledged himself or herself to be the _____ of Community First Credit Union, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

Consent and Acknowledgement Page (Third Amendment)

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage from 301 N. Adams St LLC, a Wisconsin limited liability company, to the undersigned recorded in the Office of the Register of Deeds for Brown County, Wisconsin, on February 5, 2021, as Document No. 2943570, does hereby consent to all of the terms and conditions of the foregoing Amendment, and agrees that its interest in the property described on **Exhibit A**, and in any Units owned by 301 N. Adams St LLC, shall be subject in all respects to the terms thereof.

Dated this 20 day of December, 2023.

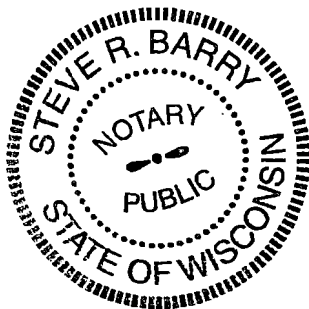
BLC COMMUNITY BANK

By: [Signature]
Name: Adam M Lange
Title: Pres/CEO

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 20th day of December, 2023, the above named Adam Lange, who acknowledged himself or herself to be the President of BLC Community Bank and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Name: [Signature]
Notary Public, State of Wisconsin
My Commission: OCTOBER 22, 2027

This document drafted by
and should be returned to:

Attorney David P. Dewick
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 200
Green Bay, WI 54301


Consent and Acknowledgement Page (Third Amendment)

EXHIBIT A
SECOND ADDENDUM

All of Baylake City Center Condominium, First Addendum, (Condo Plats, Document No. 3056207, Brown County Records), being located in part of Private Claim 2, East Side of the Fox River, City of Green Bay, Brown

Graphic Scale: 1" = 40'

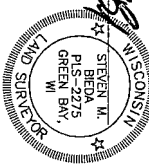


- ☒ cut + found
☒ cut + set
☒ Brown County monument – type noted
 () recorded as bearing / distance
 existing building

I, Steven M. Bieca, Professional Land Surveyor, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements to be constructed upon the property.

This plot is a categorical representation of 'Boyle City Center Condominium Second Addendum' as proposed at the date listed, and the identification and location of each unit and the common elements can be determined from this plot. The unalleged survey makes no certification as to the accuracy of the floor plans of the common buildings and units contained in the plot and the approximate dimensions and floor areas of these buildings.

Steven M. Biederman
PLS-1275
August 30th, 2023
revised:
November 13th, 2023
November 28th, 2023
January 9th, 2024
February 1st, 2024



Bearings referenced to the North line of Private Claim 2, East Side of the Fox River, assumed to be N63°23'32"W.

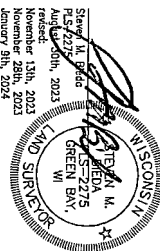
The County Measurements used in this survey are shown and their use have been found and verified on/for Brown County Planning and Land Services has been notified of any discrepancies.

The purpose of this Second Addendum is to reflect the margin of certain Units of the Condominium and update the identification of certain common elements and limited common elements.

BROWN COUNTY REGISTER OF DEEDS DOC #3060109 PG 19

Baylake City Center Condominium Second Addendum

All of Baylake City Center Condominium, First Addendum, (Condo Plats, Document No. 3056207, Brown County Records), being located in part of Private Claim 2, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin.



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

There are no objections to this condominium plat with respect to Sec. 703.115 Wis. Stats. and is hereby approved for the Brown County Planning Commission.

C. Lange 3/27/24
Date

Cole Rance
Brown County Planning
Director

CERTIFICATE OF THE BROWN COUNTY TREASURER

I hereby certify that the records in our office show no unrecorded taxes and no unpaid or special assessments affecting any of the units included in this plat. Every map or plat is filed below.

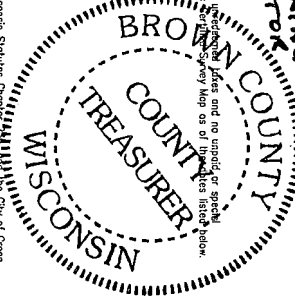
CTM 3/27/24
Date

Christie T. Mann
Brown County Deputy Treasurer

CERTIFICATE OF THE CITY OF GREEN BAY

Approved for the City of Green Bay, as required by Wisconsin Statutes, Chapter 230, Subchapter 1, Section 230.01, the City of Green Bay Municipal Code Chapter 38, Subchapter 1, Section 38.01, on this 27th day of March, 2024.

David Burk
David Burk
Director of Community Development



DECREED AREA

All of Baylake City Center Condominium, First Addendum, (Condo Plats, Document No. 3056207, Brown County Records), being located in part of Private Claim 2, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin.

Placed sections 98, 104 square feet / 2.28 acres, more or less.
Placed subject to assessments and reductions of record.

NOTES

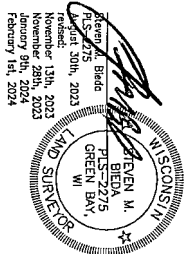
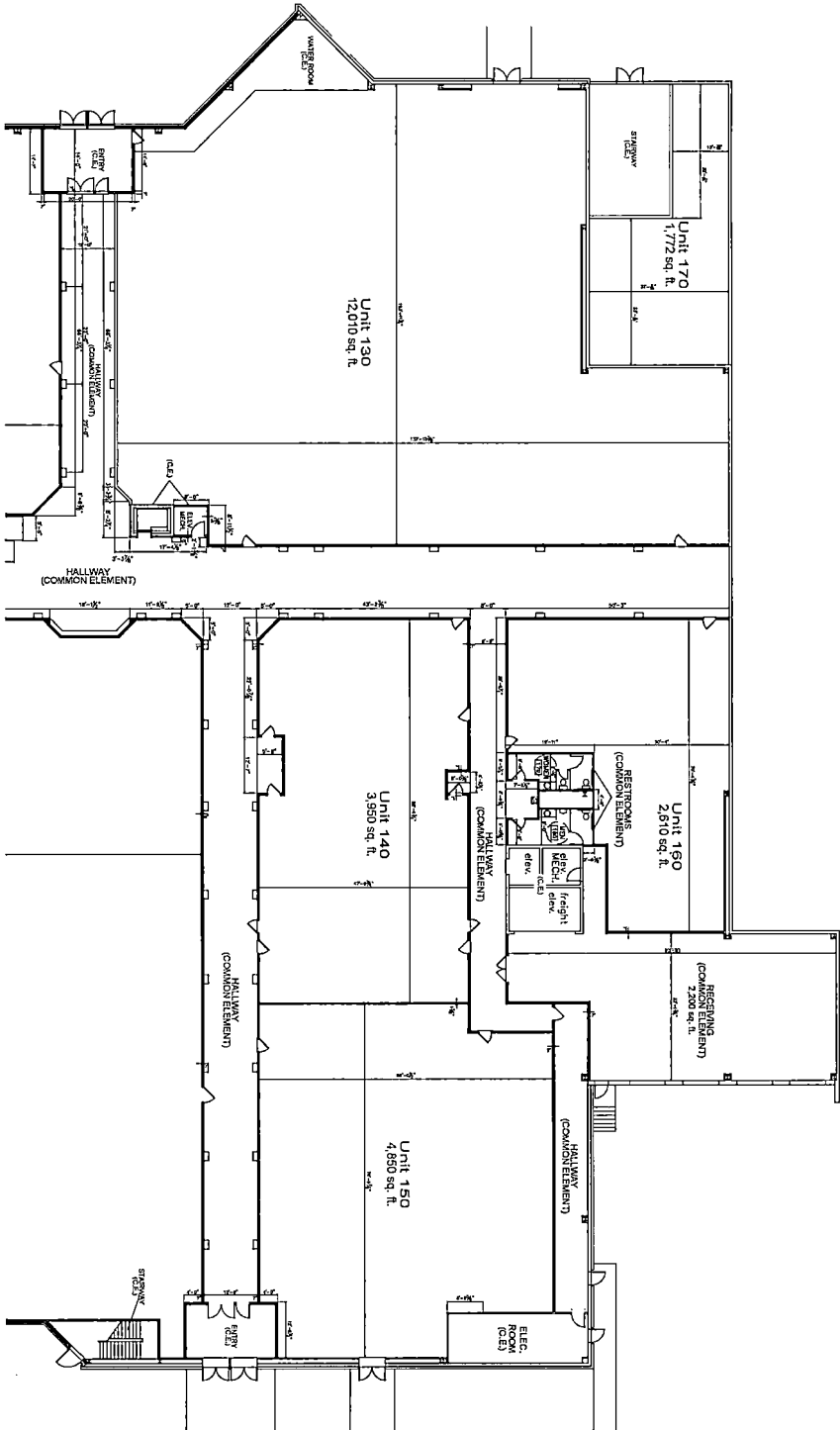
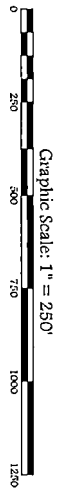
- 1) Building plots obtained from original Condominium and may not represent as-built conditions.
- 2) All areas within the condominium and outside the building, except those areas designated as limited common elements, are common elements.

Client: Baylake City Center Condominium Association, Inc.	Surveyed by: Vierbicher Associates, Inc. 400 Security Blvd Ste 1, Green Bay, WI 54313-9712 (920)434-9870	 vierbicher planners engineers advisors	File #1410222648 2nd 07/23/24 Produced by: NDK Printed By: NDK
Tax Parcel: 13.159 to 12.206 8.124661	Scale: 1"=NA PROJECT NO. H-11023 SHEET NO. 2 of 6 DRAWING NO. X-1627		

Legend
 CE Common Element
 LCE Limited Common Element

Baylake City Center Condominium Second Addendum

All of Baylake City Center Condominium, First Addendum, (Condo Plats, Document No. 3056207, Brown County Records), being located in part of Private Claim 2, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin.



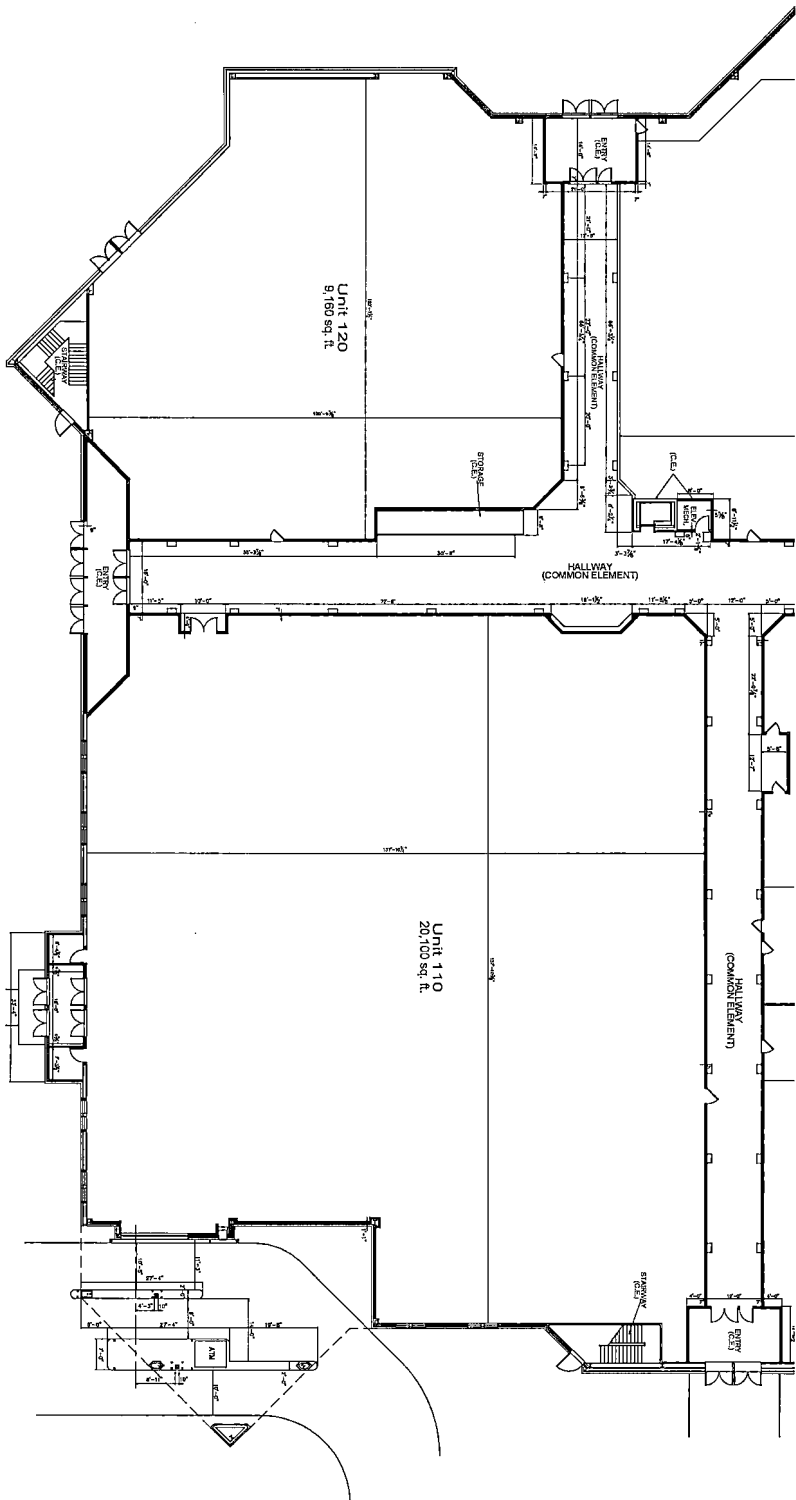
Client: Baylake City Center Condominium Association, Inc.	Surveyed by: Vierbicher Associates, Inc. 400 Security Blvd Ste 1, Green Bay, WI 54313-9712 (920)434-9670	
Tax Parcel: 12-105 to 12-206 & 12-26-1	File: H-11023.dwg Plot: H-11023.dwg Project: H-11023.dwg Date: 10/17/23 Drawn by: RCK	
	Scale: 1"=250'	
	PROJECT NO. H-11023	
	SHEET NO. 3 of 6	
	DRAWING NO. X-1627	

Legend
 C.E. Common Element
 L.C.E. Limited Common Element

Baylake City Center Condominium Second Addendum

All of Baylake City Center Condominium, First Addendum, (Condo Plat, Document No. 3056207, Brown County Records), being located in part of Private Claim 2, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin.

Graphic Scale: 1" = 250'



Surveyed by:
 Vierbicher Associates, Inc.
 400 Security Blvd Ste 1,
 Green Bay, WI 54313-9712
 (920)434-9670

Scale: 1"=250'

PROJECT NO.
 H-11023

SHEET NO.
 4 of 6

DRAWING NO.
 X-1627

Client:
 Baylake City Center
 Condominium
 Association, Inc.
 Tax Parcel: 12-195 to 12-205
 & 12-26-1

Surveyed by:
 Vierbicher Associates, Inc.
 400 Security Blvd Ste 1,
 Green Bay, WI 54313-9712
 (920)434-9670

Scale: 1"=250'

PROJECT NO.
 H-11023

SHEET NO.
 4 of 6

DRAWING NO.
 X-1627

Client:
 Baylake City Center
 Condominium
 Association, Inc.
 Tax Parcel: 12-195 to 12-205
 & 12-26-1

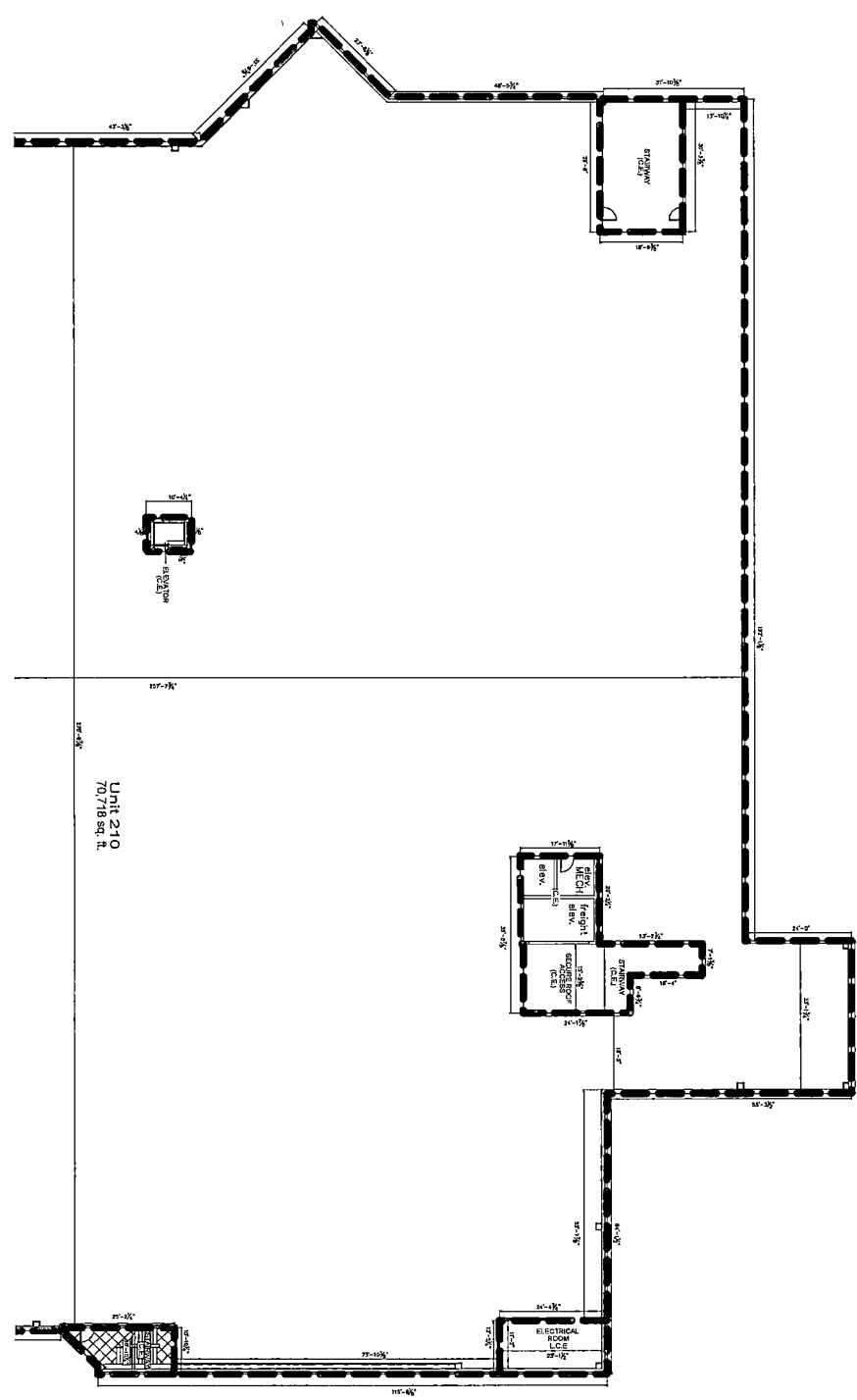
Legend

C.E. Common Element
L.C.E. Limited Common Element

Baylake City Center Condominium Second Addendum

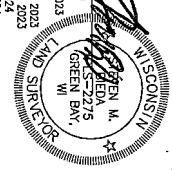
All of Baylake City Center Condominium, First Addendum, (Condo Plats, Document No. 3056207, Brown County Records), being located in part of Private Claim 2, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin.

Graphic Scale: 1" = 250'



Unit 210
70,718 sq. ft.

Steven M. Breda
P.L.S. 2275
Notary Public, 2023
November 13th, 2023
January 5th, 2024
February 14th, 2024



Client: Baylake City Center Condominium Association, Inc.	Surveyed by: Vierbicher Associates, Inc. 400 Security Blvd Ste 1, Green Bay, WI 54313-9712 (920)434-9670	
Tax Parcel: 12-1656 to 12-206 & 12-4801	File: H-11023-02-01 and 07/2023 Aug Folio: 12-1656 to 12-206 and 12-4801 Folio: 12-1656 to 12-206 and 12-4801 Dated by: NDK	Scale: 1" = 250'
	PROJECT NO. H-11023	
	SHEET NO. 5 of 6	
	DRAWING NO. X-1627	

Legend

C.E. Common Element
L.C.E. Limited Common Element

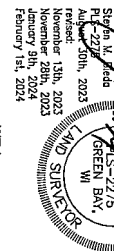
Baylake City Center Condominium Second Addendum

All of Baylake City Center Condominium, First Addendum, (Condo Plats, Document No. 3056207, Brown County Records), being located in part of Private Claim 2, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin.

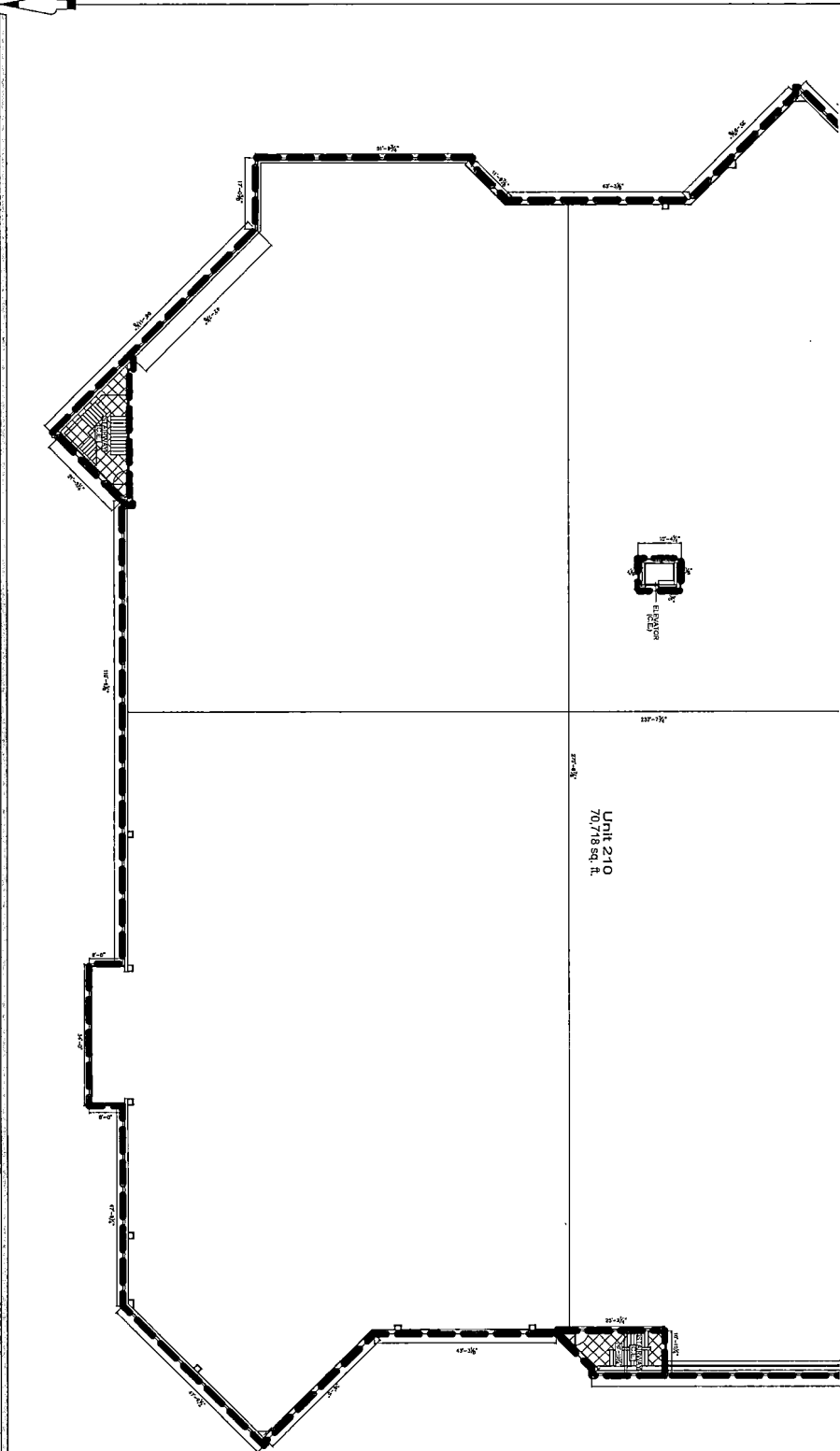
Graphic Scale: 1" = 250'



Unit 210
70,718 sq. ft.



Stephen M. Field
Surveyor
License No. 15-2715
State of Wisconsin
January 1st, 2024



Client: Baylake City Center Condominium Association, Inc.	Surveyed by: Vierbicher Associates, Inc. 400 Security Blvd Ste 1, Green Bay, WI 54313-9712 (920)434-9670	Fig. H-1023a-us 2nd 07/23.dwg Date: 07/23/2023 Project: 10471023 Drawn By: NDK	Scale: 1"=250'	PROJECT NO. H-11023	SHEET NO. 6 of 6	DRAWING NO. X-1627
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vierbicher
planners | engineers | advisors

EXHIBIT B

UNIT	APPROXIMATE AREA OF UNIT (SQUARE FEET)	PERCENTAGE INTEREST IN COMMON ELEMENTS	NUMBER OF VOTES APPURTENANT TO EACH UNIT	CURRENT OWNER
110	20,100	16.06	16.06	Spring Lake Church, Inc.
120	9,160	7.32	7.32	Baylake Food Court Real Estate LLC
130	12,010	9.59	9.59	301 N. Adams St LLC
140	3,950	3.16	3.16	301 N. Adams St LLC
150	4,850	3.87	3.87	Spring Lake Church, Inc.
160	2,610	2.08	2.08	301 N. Adams St LLC
170	1,772	1.42	1.42	Baylake City Center Condominium Association, Inc.
210	70,730	56.50	56.50	HCW LLC
TOTAL:	125,182	100%	100	

EXHIBIT C
LEGAL DESCRIPTION OF CONDOMINIUM

All of Baylake City Center Condominium, First Addendum, (Condo Plats, Document No. 3056207, Brown County Records), being located in part of Private Claim 2, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin.