

Document Number

SECOND AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OWNERSHIP AND OF EASEMENTS,  
RESTRICTIONS, CONDITIONS AND  
COVENANTS FOR  
LANGLADE PLACE CONDOMINIUM

**3067458**

CHERYL BERKEN  
BROWN COUNTY  
REGISTER OF DEEDS  
GREEN BAY, WI  
RECORDED ON  
06/26/2024 01:06 PM  
REC FEE: 30.00  
TRANS FEE:  
EXEMPT #

PAGES: 23

**\*\*The above recording information  
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**23 VS**

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**SECOND AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS, CONDITIONS AND COVENANTS  
FOR  
LANGLADE PLACE CONDOMINIUM**

This Second Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Conditions and Covenants for Langlade Place Condominium, herein referred to as this "Declaration" is made this 26 day of June 2024 by Langlade Place Condominium Owners Association, Inc., hereinafter referred to as the "Association."

**WITNESSETH**

WHEREAS, Tosa Construction and Development, Inc., a Wisconsin corporation, herein referred to as the "Declarant" was the owner in fee simple of certain real estate located in the Village of Allouez, County of Brown, State of Wisconsin, herein referred to as the "Real Estate Parcel", and which, prior to being subjected to the condominium form of ownership, was legally described as set forth on Exhibit "A" attached hereto; and

WHEREAS, the Declarant filed the condominium plat titled Langlade Place, a Condominium, with the Brown County, Wisconsin Register of Deeds on August 12, 1998, in Volume 2 of Condominium Plats on Page 174, as Document No. 1633720, a true and correct copy of which is attached hereto as Exhibit "B" and herein referred to as the "Plat"; and

WHEREAS, the Declarant filed the Declaration of Condominium Ownership and of Easements, Restrictions, Conditions and Covenants for Langlade Place Condominium with the Brown County, Wisconsin Register of Deeds on August 12, 1998, as Document No. 1633721, herein referred to as the "Original Declaration"; and

WHEREAS, the Plat and the Original Declaration subjected the Real Estate Parcel, together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind which were then, are now, or which at any time hereafter will be located thereon, and all rights and privileges belonging or pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time, herein referred to as the "Act"; and

WHEREAS, immediately after the recording of the Plat and the Original Declaration, the Real Estate Parcel and all buildings, structures, improvements, and other permanent fixtures of whatsoever kind now, or at any time hereafter placed upon the Real Estate Parcel, together with all rights, obligations and easements appurtenant thereto, were thereafter legally described as set forth on Exhibit "C" attached hereto and incorporated herein and herein referred to as the "Condominium Property"; and

WHEREAS, the Plat and the Original Declaration:

1. Established certain rights with respect to the Condominium Property for the benefit of the Declarant and for the benefit of all future owners and occupants of the Condominium Property and any part thereof; and
2. Created a condominium pursuant to the Act known as Langlade Place Condominium, herein referred to as the "Condominium", with rights appurtenant to each Unit, as herein defined, of the Condominium; and

3. Provided for the harmonious, beneficial and proper use of the Condominium Property and each Unit of the Condominium with mutually beneficial rights and obligations for each Unit Owner, as herein defined; and

WHEREAS, to amend certain provisions of the Original Declaration, the Declarant filed the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Conditions and Covenants for Langlade Place Condominium with the Brown County, Wisconsin Register of Deeds on January 27, 1999, as Document No. 1672125; and

WHEREAS, to further amend certain provisions of the Original Declaration, as amended, and to restate the Original Declaration, as amended, in its entirety, the Association filed the Restated Declaration of Condominium Ownership and of Easements, Restrictions, Conditions and Covenants for Langlade Place Condominium with the Brown County, Wisconsin Register of Deeds on September 26, 2006, as Document No. 2277964, herein referred to as the "Restated Declaration"; and

WHEREAS, the Association, pursuant to the execution and recording of this Declaration, does hereby desire to amend certain provisions of the Restated Declaration, and to restate the Restated Declaration, in its entirety.

NOW, THEREFORE, the Association, having obtained an instrument in writing and signed and acknowledged by the Board of the Association and by at least seventy-five percent (75%) of the Unit Owners, and approval by the mortgagees of the Units belonging to such Unit Owners, setting forth all other modifications and amendments of the Restated Declaration, does hereby modify and amend certain provisions of the Restated Declaration, and does further restate the Restated Declaration, in its entirety, as set forth herein.

## ARTICLE I DEFINITIONS

When used in this Declaration unless the context shall otherwise expressly require, the following words shall have the following respective meaning, and all definitions shall be applicable to the singular and plural forms of such terms:

- 1.00    Act.** The Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.
- 1.01    Approved Building Site.** The only part of the Condominium Property, as herein defined, which may be cleared or altered, except for an access driveway outside the Approved Building Site, and then only as provided in this Declaration. The Condominium Plat shows the minimum building setbacks from the boundaries of the Designated Unit Site.
- 1.02    Assessment.** A share of the Common Expenses, as herein defined, and other charges from time to time assessed against a Unit and the respective Unit Owner by the Association in accordance with the terms of this Declaration.
- 1.03    Association.** The Langlade Place Condominium Owners Association, Inc., a Wisconsin non-profit corporation formed pursuant to this Declaration.
- 1.04    Board of Directors.** Board shall mean and refer to the Board of Directors of Langlade Place Condominium Owners Association, Inc.

- 1.05 **Building.** Any structure, as herein defined, having a roof supported by columns or walls used or intended for the shelter or protection of persons or property of any kind.
- 1.06 **Common Elements.** All of the Condominium except the Units, as herein defined, including those parts of the Condominium Property identified as "Common Area" on the Plat attached hereto as Exhibit "B".
- 1.07 **Common Expenses.**
- (a) All sums assessed against a Unit, as herein defined, and the respective Unit Owner, as herein defined, by The Langlade Place Condominium Owners Association, Inc., as herein defined; and
  - (b) All expenses declared to be Common Expenses by the Act or by this Declaration.
- 1.08 **Condominium Association Rules and Regulations.** Those rules and regulations adopted from time to time by two-thirds of the Board of Directors of the Association.
- 1.09 **Condominium Property.** The Real Estate Parcel described on the attached Exhibit "A" and all buildings, structures, improvements, and other permanent fixtures of whatsoever kind now or at any time hereafter placed upon the Real Estate Parcel, together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the provisions of the Act.
- 1.10 **Declarant.** Tosa Development & Construction, Inc., a Wisconsin corporation, any successor in title to Declarant's interest in the Condominium property, and any other assignee or successor of the Declarant who (1) as an assignee of the Declarant, accepts the assignment therein made by the Declarant of those rights and powers of Declarant contained in this Declaration and (2) assumes and agrees to be bound and perform those obligations of the Declarant contained in this Declaration with respect to all or such of those Units within the Condominium as may be legally described in any such interest of assignment, acceptance and assumption. If, for any reason, Declarant ceases to exist as a legal entity, then the powers, rights, duties and obligations of Declarant, as provided in this Declaration, shall be exercised and discharged by the Association.
- 1.11 **Declaration.** This instrument by which the Restated Declaration is amended and restated upon recording in the office of the Register of Deeds for Brown County, Wisconsin.
- 1.12 **Designated Unit Site.** That parcel of land, including the surface and subsurface thereof, within the Condominium Property upon which a Unit is located, the exclusive use of which is restricted to the Unit and Unit Owner or Unit Owners of the Unit upon such land, which land shall be surface boundary lines lying beneath the vertical planes of the respective Unit or Units boundary lines shown on Exhibit "B" hereto.
- 1.13 **Floor Plans.** The floor plans for each Single-Family Residence are incorporated and attached hereto as part of Exhibit "B". Only single-story units are allowed.
- 1.14 **Improvements.** Any Building, any Structure, as herein defined, or any alteration whatsoever to the exterior of any Building or any Structure, or any alteration whatsoever to the surface, grade or contour of any land within the Condominium Property.

- 1.15 **Limited Common Elements.** Those Common Elements designated in this Declaration as reserved for the exclusive use of one or more but less than all Unit Owners, as herein defined, in the Condominium, including those parts of the Condominium Property identified as "Limited Common Area" or "L.C.A." on the Plat attached hereto as Exhibit "B".
- 1.16 **Occupant.** A person, as herein defined, in lawful possession of a Unit, as herein defined, other than the Unit Owner, as herein defined, of such Unit.
- 1.17 **Original Declaration.** The instrument by which the Real Estate Parcel was originally subjected to the provisions of the Act.
- 1.18 **Percentage Interests.** The appurtenant, undivided interest of Unit Ownership, as herein defined, in the Common Elements, as herein defined, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Units, as herein defined in the Condominium as set forth on the Condominium Plat attached hereto as Exhibit "B". For purposes of this Declaration, the percentage interest of all Unit Owners will be equal.
- 1.19 **Person.** A natural person, corporation, partnership, association, trust, or other legal entity or any combination thereof.
- 1.20 **Plat.** The Condominium Plat attached hereto as Exhibit "B" and made a part hereof reflecting the Condominium Property, the Units, the Designated Unit Site and the Common Elements of the Condominium.
- 1.21 **Residence.** One or more rooms within a building, designed to be used by one family exclusively as an independent dwelling and for purposes accessory thereto.
- 1.22 **Single-Family Residence.** A building containing only one (1) residence.
- 1.23 **Structure.** Anything whatsoever which is either constructed, erected, placed, or installed in or upon the Condominium Property, including, but not limited to, a building and a sidewalk and a driveway providing access thereto.
- 1.24 **Unit.** A part of the Condominium Property as shown on Exhibit "B" hereto being a cubicle of air having vertical sides formed by the planes extending upward from the surface boundary lines of the Designated Unit Site, having a lower side formed by the surface of such Designated Unit Site, and having an upper side thirty-five (35) feet above and parallel to the surface of such Designated Unit Site. The Unit Owner, as herein defined, of each Unit shall have an exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove and replace surface and sub-surface improvements, including, but not limited to, buildings, access driveways, walkways, building foundations and foundation pilings, upon and in such Designated Unit Site as defined on the Condominium Plat for the use and enjoyment of such Unit, in accordance with this Declaration. Such right and easement to construct, use, maintain and remove improvements is subject to the use restrictions contained in Article IX of this Declaration. A Unit shall include the percentage interest of such Unit in the Common Elements herein defined.
- 1.25 **Unit Number.** The number or number combination designating a specific Unit made up of the Condominium number assigned to the respective Unit, as appearing on Exhibit "B" hereto.

- 1.26 **Unit Owner.** The record owner of a Unit and the percentage interest in the Common Elements associated with said Unit. If there is more than one record owner, the record owner shall be deemed to be collectively referred to as the Unit Owner.
- 1.27 **Unit Owner Improvements.** Any Building, any Structure, and any other surface or sub-surface improvement, including, but not limited to, any access driveway, walkway, building foundation and basement, located within a Unit or located in the respective Designated Unit Site.
- 1.28 **Voting Member.** The one person with respect to each Unit entitled to vote at any meeting of the Unit Owners.

## ARTICLE II LEGAL DESCRIPTION

- 2.01 **Legal Description.** The legal description of each Unit shall consist of the Unit number of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its Unit number as shown on the Plat, and every such description shall be good and sufficient for all purposes as provided in the Act. No Unit boundaries may be relocated except by or with the written consent of the Declarant, and then only as provided in the Act.

All dwellings constructed in this Condominium shall be Single-Family Residences constructed on the Designated Unit Site with each residential Unit in the building to be used as a single-family residence. Should it be necessary to rebuild any unit, the replacement unit must remain a single-family, single-story unit.

Declarant hereby grants each Unit Owner the exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove and replace Unit Owner improvements in the interior of the unit.

## ARTICLE III SUBJECTING THE REAL ESTATE PARCEL AND THE CONDOMINIUM PROPERTY TO THE ACT

- 3.01 **Subjecting the Real Estate Parcel and the Condominium Property to the Act.** Pursuant to the recording of the Plat and the Original Declaration, the Declarant subjected the Real Estate Parcel described in Exhibit "A" hereto to the provisions of the Act. As shown on the Plat, the Condominium shall consist of thirty-three (33) Units.

## ARTICLE IV COMMON ELEMENTS

- 4.01 **Ownership of Common Elements, Shared Common Elements and Unit Owner Improvements.** Each Unit Owner shall own an undivided interest in all Common Elements as a tenant-in-common with all other Unit Owners in the Condominium. Each Unit Owner shall have the right, appurtenant to their respective Unit, to use the Common Elements for all purposes necessary for the use and occupancy of such Unit as permitted by this Declaration. The interest of each Unit Owner in the Common Elements appurtenant to each respective Unit shall be equal to the Unit Owner's Percentage Interest.

The undivided interest in the Common Elements shall not be separated from the Unit to which such undivided interest is appurtenant and shall be deemed to be conveyed, encumbered and leased with such Unit even though such undivided interest is not expressly mentioned or

described in the conveyance or other instrument. All Unit Owner improvements shall be and remain the exclusive property of each respective Unit Owner and the heirs, successors and assigns of such Unit Owner.

- 4.02 **No Partition of Common Elements.** There shall be no partition of the Common Elements unless this Declaration is terminated by all the Unit Owners and the Condominium Property is removed from the provisions of the Act.

ARTICLE V  
**GENERAL PROVISIONS FOR UNITS AND COMMON ELEMENTS**

- 5.01 **No Severance of Unit Ownership.** No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting any Unit without including therein both the interest in such Unit and the corresponding Percentage Interest. Any such deed, mortgage, lease or other instrument purporting to include the one without including the other shall be deemed and taken to include the interest so omitted.
- 5.02 **Use of the Common Elements.** Subject to the exclusive rights of each Unit Owner to the use and enjoyment of the respective Designated Unit Sites, Unit Owner Improvements, and Limited Common Elements appurtenant to the Units owned by other Unit Owners, each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Bylaws, and the Association Rules and Regulations.
- 5.03 **Maintenance of Common Elements and Limited Common Elements.** Except for Designated Unit Sites, Unit Owner Improvements and Limited Common Elements appurtenant to the Unit owned by a Unit Owner, all of which, unless specifically provided otherwise in this Declaration, shall be the responsibility of such Unit Owner only, the management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association. Each Unit Owner shall pay as an assessment a share of the common expenses for maintenance, repair, replacement, administration and operation of the Common Elements in the same proportion as the Unit Owner's Percentage Interests. Payment thereof shall be in such amount and at such times as may be established in this Declaration. If a Unit Owner fails to pay such assessment when due, the amount thereof shall constitute a lien on the respective Unit, as herein provided.
- 5.04 **Easements.**
- (a) **Encroachments.** If, by any reason of the settling or shifting of any Unit Owner improvements, any part of the Common Elements shall encroach upon any part of any Unit, or if any part of any Unit Owner improvements shall encroach upon any part of the Common Elements or any other Unit, then valid easements for the maintenance and continuation of such encroachment are hereby established and shall exist for the benefit of and be appurtenant to such Unit, Unit Owner improvements and the Common Elements, as the case may be, for the period of time any such encroachment or any replacement thereof shall remain.
- (b) **Easements for Unit Owners of Units Located on Designated Unit Sites.** Declarant hereby grants to the Unit Owner of each Unit an exclusive and perpetual right and easement appurtenant to such Unit or Units to construct, use, maintain, remove and replace surface and sub-surface and sub-surface improvements, including, but not limited to, buildings, access driveways,

walkways, building foundations and basements, upon and in the respective Designated Unit Sites for the use and enjoyment of such Unit or Units, in accordance with this Declaration.

(c) **Declarant's Reservation and Right to Grant Easements for Utilities and Right to Connect to Utilities.** Declarant reserves for the Association the right to grant to public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television 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, to the extent 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.

Declarant further reserves for the Association and its successors and assigns the right to connect with any of the above-described utility lines, underground pipes, or other conduits together with access to the Condominium Property for such connection.

(d) **Easement for Construction, Access, and Maintenance.** Declarant hereby further reserves for itself and its successors and assigns a right of access over, across and through the property including over and across the roadway identified as Langlade Court on the Plat attached hereto as Exhibit "B" for the purpose of transporting construction materials, for making underground or above ground utility connections and any other reasonable use related to the construction of buildings, Units, improvements, and amenities. In addition, Declarant reserves for itself, its successors and assigns and for the benefit of purchasers of Units a permanent, non-exclusive easement for ingress and egress over and across the roadway identified as Langlade Court on the Plat attached hereto as Exhibit "B".

(e) **Easements to Run With the Land.** All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant and any Unit Owner, purchaser, mortgagee and other person having any interest in the Condominium Property or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium Property to the rights and easements contained in this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as fully as though such rights and easements were set forth in their entirety in such instrument.

**5.05 Designated Unit Sites/Limited Common Elements.** The Unit Owner of each Designated Unit Site as shown on the Plat attached hereto as Exhibit "B" shall be entitled to the perpetual and exclusive use and possession of such Designated Unit Site. The Unit Owner shall furnish, at such Unit Owner's expense, all maintenance, cleaning, repair and replacement within any Improvement on a Unit and shall keep such Unit, Designated Unit Site, Unit Owner Improvements, and Limited Common Elements appurtenant to such Unit in good and slightly condition and repair. Notwithstanding the foregoing, the Association shall provide all maintenance, repair, cleaning and replacement associated with the Common Elements and with the Limited Common Element landscaping, including grounds care and removal of snow and natural debris.



- 5.06 Separate Mortgages of Units.** No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof, except only that each Unit Owner shall have the right to mortgage or encumber the Unit owned by such Unit Owner, and the Percentage Interest applicable thereto.
- 5.07 Separate Real Estate Taxes.** Each Unit shall be taxed separately to each respective Unit Owner, as provided in the Act. In the event that, for any year, such taxes are not taxed separately to each Unit Owner but are taxed on the Condominium Property in its entirety, then each Unit Owner shall pay that portion of such taxes equal to its Percentage Interest multiplied by the real estate tax bill for the Condominium Property in its entirety.
- 5.08 Utilities.** Each Unit Owner shall be responsible for payment of the cost of telephone, electricity, gas, water, sanitary sewer, and all other services and utilities used within or furnished to the Unit. All utilities installed by a Unit Owner such as telephone, cable television, electricity, gas, sewer, water, and any other utility service lines, wires, laterals or pipes serving a Unit shall be installed underground. Each Unit Owner shall grant access to utility personnel for the purposes of meter reading or maintenance and repair of utility equipment.
- 5.09 Insurance: Unit Owners.** Each Unit Owner shall be responsible for obtaining (i) fire, casualty and extended coverage insurance, at full insurable replacement cost on the Unit Owner's Unit and on all personal property within the Unit, and (ii) personal liability insurance for all conditions and events occurring within the Unit. Each Unit Owner hereby waives and releases any and all claims which may arise against any other Unit Owner, the Board of Directors, its officers, the Declarant and their respective employees and agents for damage to the Common Elements, the Units, the Unit Owner Improvements or any personal property located in the Common Elements or Units caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.
- 5.10 Maintenance, Repairs, and Replacements of Unit Owner Improvements.**
- (a) **By the Association.** The Association shall have no obligation to maintain, repair or replace any Unit Owner Improvements provided, however, the Association may maintain, repair or replace any such improvement in the event the Unit Owner violates any of the architectural standards set forth in Article IX. The Unit Owner of any Unit Owner Improvements that are maintained, repaired or replaced by the Association shall be assessed for the expenses incurred by the Association in performing said services.
- (b) **By the Unit Owner.** Each Unit Owner shall be responsible for all maintenance, repair, and replacement of the Unit Owner's Improvements unless any maintenance, repair and replacement required for delivery of water and sewer service, gas, electric, telephone, cable TV, security and any other services to the Unit is the responsibility of the provider of such services.
- 5.11 Maintenance of Landscaping.** The Association shall be responsible for maintaining the landscaping on the Designated Unit Sites and Limited Common Elements. In the event that a Unit Owner, because of unusual landscape design and/or plantings, requires landscaping maintenance services at a level above that which is usual and ordinary for a Designated Unit Site or Limited Common Element, then the Association shall assess the Unit for the expenses incurred in performing the additional landscaping services which are requested by the Unit Owner.
- 5.12 Negligence of Unit Owner.** If, due to the willful or negligent act or omission of a Unit Owner, a guest, a member of the family or a household pet of such Unit Owner, or of an occupant of such

Unit, any damage shall be caused to the Common Elements or to a Unit or Unit Owner improvements owned by others, then such Unit Owner shall pay for such damage, including repair and replacement, as may be determined by the Board.

ARTICLE VI  
CONDOMINIUM OWNERS' ASSOCIATION

- 6.01 Bylaws of the Condominium.** Every Unit Owner in the Condominium shall comply strictly with the Bylaws and with the Condominium Association Rules and Regulations as initially adopted and as amended from time to time by the Board and with the provisions of this Declaration or in the deed to any Unit.

Failure to so comply with any such Declarations, Bylaws, Condominium Association Rules and Regulations and provisions of this Declaration is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved Unit Owner.

- 6.02 Formation of the Association.** The Association is known as the Langlade Place Condominium Owners Association, Inc., a Wisconsin nonprofit corporation. The current address of the Langlade Place Condominium Association is 2611 Libal Street, Green Bay, Wisconsin 54301, or such other address as shall be adopted by the Board from time to time. The membership thereof shall at all times include all of the Unit Owners.

ARTICLE VII  
ASSESSMENTS: MAINTENANCE FUND

- 7.01 Failure to Prepare Annual Budget.** The failure or delay of the Board in preparing or serving the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves as herein provided whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Unit Owners shall continue to pay the monthly maintenance charge at the then-existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such annual or adjusted estimate shall have been mailed or delivered.
- 7.02 Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing at such reasonable time or times during normal business hours of weekdays as may be required by the Unit Owner. Upon ten (10) days' notice to the Board, any Unit Owner shall be furnished a statement of accounting showing the amount of any unpaid assessments or other charges due and owing from such Unit Owner. Any encumbrancer from time to time may request, in writing, a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by such encumbrance, and, unless the request shall be complied with within thirty (30) days, all unpaid Common Expenses shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien to a Unit may pay any unpaid Common Expenses payable with respect to such Unit, and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of such encumbrance.

**7.03 Status of Collected Funds.** All funds collected hereunder shall be held and expended, for the purposes designated herein and (except for such special Assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in accordance with their Percentage Interest.

**7.04 Collection of Assessments and Other Charges.** A Unit Owner shall be obligated to pay all Assessments which shall become due and payable against the respective Unit for the period commencing on such Unit Owner's Record Owner Date for such Unit and continuing until a successor-in-title becomes the record owner of such Unit. Assessments shall be paid as specified in the by-laws. If any Assessment or installment thereof or any other sum owing to the Association is not paid on or before the date when due, which date is herein referred to as the "Delinquency Date," then all such indebtedness shall be delinquent. Thereafter, on written demand by the Association to the Unit Owner, the entire unpaid balance of all Assessments and the entire unpaid balance of any other sum owing to the Association shall also become delinquent and thereupon shall be immediately due and payable in full. Delinquent Assessments and any other delinquent sums owing to the Association and charged against a Unit shall be a continuing lien on such Unit as an equitable charge running with the land and shall be binding upon the Unit Owner and the grantees, heirs, administrators, personal representatives, executors, legal representatives, successors and assigns of such Unit Owner; provided, however, said lien for delinquent Assessments shall be subject and subordinate to the lien of any first mortgage lender recorded against said Unit. The obligation to pay an Assessment against a Unit and to pay any other sum owing to the Association and charged against a Unit shall also be a personal obligation to the Unit Owner. In the event more than one person is the Record Owner of a Unit, then all such persons shall be jointly and severally liable for all Assessments against such Unit and for all other sums owing to the Association and charged against such Unit. The lien of any delinquent Assessment and any other delinquent sums owing to the Association shall attach to rents due and owing to a Unit Owner from tenants in possession of such a Unit, provided that such lien shall be subordinate to an assignment of rents held by a first mortgagee of such Unit delivered in connection with such mortgage loan secured by such Unit.

If any Assessment and any other sum owing to the Association is not paid within thirty (30) days after the Delinquency Date, the Assessment and any such other sum shall bear interest from and after the Delinquency Date at the rate of Eighteen Percent (18%) per annum or the maximum rate of interest per annum permitted by the usury laws of the State of Wisconsin, whichever is less, and the Association may (i) bring an action against the Unit Owner personally obligated to pay such Assessment and any other sum owing to the Association; (ii) bring an action to foreclose the lien against such Unit; and (iii) intervene as a third party in any action to foreclose any other lien against the Unit; or any one or more of (i), (ii), or (iii), and there shall be added to the amount of such Assessment all the costs of collecting the Assessment and any other sum owing to the Association, including, but not limited to, attorneys' fees and title report costs and other costs associated with the preparing and filing a complaint and maintaining and concluding such action. In the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment and any other sum owing to the Association, together with reasonable attorneys' fees to be fixed by the court and all costs of the action. The Association shall have the power to bid and acquire a Unit at any sale resulting from the foreclosure of any assessment and any other sum owing to the Association or resulting from the foreclosure of any mortgage or other lien against any Unit. No Unit Owner is exempt from liability for payment of such Unit Owner's Assessment for Common Expenses by waiver of the use or enjoyment or any of the Common Elements or by abandonment of such Unit.

- 7.05 Foreclosure.** In the event of the foreclosure of a lien for unpaid Common Expenses, the Unit Owner who is the defendant in such proceeding shall be required to pay to the Association all charges and assessments for common expenses during such period after the entry of a judgment for foreclosure and prior to the eviction or vacation of the Unit by such Unit Owner.
- 7.06 Municipal Assessments.** Reconstruction of any Village of Allouez infrastructure (i.e., street, curb, sidewalk, sewer, water) that results in a special assessment from the Village, will not be assessed to abutting Unit Owners, but deemed assessments against all Unit Owners at the time of notice, costs shall be assessed equally to all members of the Association.

## ARTICLE VIII RULES AND REGULATIONS

- 8.01** The Units, Designated Unit Sites, Common Elements and Limited Common Elements shall be occupied and used in accordance with and subject to the Condominium Association Rules and Regulations, which may be amended from time to time as provided in the Bylaws and shall also be subject to the restrictions in Article IX.

(a) **Use.** No part of the Condominium Property shall be occupied or used for other than residential purposes and for the purposes accessory to such residential purpose.

(b) **Improvements.** A Unit Owner may place on the Designated Site only those Unit Owner Improvements which have been approved by the Architectural Standards Committee and as provided in Article IX herein. A Unit Owner may change the exterior appearance of such Unit Owner Improvements and the appearance of such Designated Unit Site only with the approval of the Board.

(c) **Alterations of Common Elements.** Nothing shall be altered or constructed in or upon, or removed from, the Common Elements, except upon the written permission of the Board.

## ARTICLE IX ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

- 9.01 Purpose.** In order to preserve the integrity of the Condominium Property, to establish and preserve a harmonious and aesthetically pleasing design for the Condominium Property, and to protect and promote the value of the Condominium Property, the Designated Unit Sites, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article IX, the Bylaws, and the Rules and Regulations. Every grantee of any interest in the Condominium Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the revisions of this Article IX the Bylaws, and the Rules and Regulations.

- 9.02 Architectural Standards and Landscaping Committee (ASLC).** The Board shall establish the Architectural Standards and Landscaping Committee (hereinafter the "ASLC").

The ASLC shall not be liable to the Unit Owners for any mistake of judgment, failure to adhere to the provisions of the Declaration, the Bylaws, or the Architectural Standards, negligence or otherwise, except for their own individual willful misconduct or bad faith.

### **9.03 Permitted Improvements, Standards**

(a) No Improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except (i) such Improvements as are approved by the ASLC in accordance with this Article IX, or (ii) Improvements which pursuant to this Article IX do not require the consent of the ASLC.

(b) The ASLC is hereby authorized to promulgate from time-to-time written architectural standards, policies, and guidelines (the Standards) governing the construction, location, landscaping, and design of improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 9.05, 9.06, and 9.08 hereof. The standards may be modified, amended, and restated from time to time in the sole discretion of the ASLC and approved by two-thirds vote of the Board. Any such Standards published by the ASLC shall be binding and enforceable on all Owners with respect to all improvements in the Condominium Property requiring the approval of the ASLC.

**9.04 Architectural Approval.** To preserve the architectural and aesthetic appearance of the Condominium Property, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Unit Owner with respect to the construction or affecting the exterior appearance of any Single-Family Residence, or with respect to any other portion of the Property, nor shall any exterior addition to or change or alteration therein be made (with the exception of safety devices, such as grab bars), unless approved by the ASLC. The Unit Owner shall submit a Request to Change the Exterior or a Unit and Release/Indemnification Agreement to the ASLC for approval. The ASLC shall have the sole discretion to determine whether documents submitted for approval are acceptable to the Association. Refusal of approval of contemplated project may be based by the ASLC upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

Notwithstanding the foregoing, a Unit Owner may make interior improvements and alterations within his/her Single-Family Residence that do not affect the exterior appearance without the necessity of approval or review by the ASLC.

The ASLC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ASLC shall have the right to establish a maximum percentage of a Designated Unit Site which can be cleared or graded and a maximum percentage of a Designated Unit Site which may be covered by other improvements, which Standards shall be promulgated on the basis of topography, percolate rate of the soil, soil types and conditions, vegetation cover, and other environmental factors.

Following approval of any plans and specifications by the ASLC, representatives of the ASLC shall have the right during reasonable hours to enter upon and inspect any Designated Unit Site or other improvements with respect to which exterior construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the ASLC shall determine that such plans and specifications have not been approved or are not being complied with, the ASLC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the ASLC fails to approve or disapprove in writing any proposed plans and specifications within ten (10) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly

approved, provided the proposed improvements are generally in harmony with the scheme of the Condominium Property as such for in this Declaration. Upon approval of plans and specifications, no further approval under this Article IX shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g., clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the ASLC upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

- 9.05 Landscaping Approval.** To preserve the aesthetic appearance of the Condominium Property, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Unit Owner unless and until the plans therefor have been submitted to and approved in writing by the ASLC. The provisions of Section 9.04 hereof regarding time for approval of plans shall be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Furthermore, no hedge or shrubbery planting or tree which obstructs sightlines of streets and roadways within the Condominium Property shall be placed or permitted to remain on any Designated Unit Site where such hedge, shrubbery, or tree interferes with traffic sightlines, including sightlines at the intersection of a driveway or a road or street in the Condominium Property
- 9.06 Approval Not a Guarantee.** No approval of plans and specifications and no publication of Standards shall be construed as representing or implying that such plans, specifications, or Standards will, if followed, result in properly designated improvements. Such approvals and Standards shall in no event be constructed as representing or guaranteeing that any Single-Family Residence, or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the ASLC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article IX, any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.
- 9.07 Building Restrictions.** All Single-Family Residences and other structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions and shall only be constructed within the boundaries of an Approved Building Site.

In addition, the ASLC is authorized to promulgate from time to time as part of the Standards described in Section 9.03(b) hereof, additional restrictions applicable to the Condominium Property, including, without limitation, restrictions related to height of improvements above grade, roof pitch, and minimum square footage of living space in each Single-Family Residence. No exterior portion of any building, structure, or other improvement (excepting sidewalks and driveways) located on or with respect to any Designated Unit Site shall be located other than as permitted by the applicable setback line restrictions as set forth in the Standards; provided that the ASLC shall be empowered to grant variances with respect to such set-back line restrictions, in its sole and absolute discretion. To assure that Single-Family Residences, and other structures will be located so that the view and privacy will be available to each Single-Family Residence, Single-Family Residences and structures will be located with regard to the topography of each Designated Unit Site and Common Element taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Single-Family Residences, or structures within the Condominium Property.

- 9.08 Use of Designated Unit Site and Single-Family Residences.** Each Designated Unit Site shall be used for residential purposes only. No more than one (1) Single-Family Residence shall be located on any Designated Unit Site. The use of a portion of a Single-Family Residence as an office by a Unit Owner or his/her tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. The use of a Single-Family Residence or a portion thereof for business meetings, entertainment, or the enjoyment or business of the Owner's employees, client, or customers shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic. Renting or leasing of a Single-Family Residence for any length of time is prohibited; however the parents and/or children of a Unit Owner of a Unit may occupy a Unit, subject, however, to the terms of this Declaration as though he/she/they were a Unit Owner.
- 9.09 Exterior Appearance.** No fences shall be permitted within the Condominium Property, nor shall there be any pools which require fencing. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other items be hung on any railing fence, hedge or wall. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.
- 9.10 Multiple Ownership.** No Designated Unit site may be sold or owned under any time-sharing, time-interval, or similar right-to-use programs.

ARTICLE X  
SALE OR OTHER ALIENATION

- 10.01 Responsibility of Transferees for Unpaid Assessments.** In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefore. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Board or the managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. The Board of the Association shall have the right to charge a reasonable fee for such statements.

ARTICLE XI  
SALE OR RESTORATION OF DAMAGED OR DESTROYED COMMON ELEMENTS

- 11.01** Notwithstanding any language in this Declaration to the contrary, in the event that all or any part of the Common Elements are damaged or destroyed by fire, casualty or any other act, the Association shall be required to rebuild, repair, or restore such Common Elements; provided, however, that the Condominium shall be subject to an action for partition if the cost to rebuild, repair, or restore the damaged or destroyed Common Elements exceeds the available insurance proceeds and Unit Owners having seventy-five percent (75%) of more of the votes in the association consent in writing to such action for partition.

ARTICLE XII  
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

**12.01 Abatement and Enjoyment.** The violation or breach of any covenant, condition or restriction contained in this Declaration, or the violation of any Bylaw or any of the Condominium Association Rules and Regulations or any provision of the Act, shall give the Board the following rights:

(a) Upon any part of the Condominium Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Declarant or the Board or its agents, shall not thereby be deemed guilty in any manner of trespass; and

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

The foregoing provisions shall also apply to the breach of any restriction of record and shall empower the holder of the enforceable interest under said restriction to act in the manner hereinbefore provided.

ARTICLE XIII  
AMENDMENTS TO DECLARATION

**13.01 Amendments.** Generally, the provisions of Article III, Article IV, Article XI, and this Article XIII of the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the Board of the Association, by all Unit Owners and by all mortgagees of any such Units having bona fide liens of record against any such Unit. Other provisions of this Declaration may be changed, modified or rescinded by an instrument setting forth such change, modification or rescission signed and acknowledged by the Board of Directors of the Association and by at least seventy-five percent (75%) of the Unit Owners, provided that the consent of the Unit Owner is not effective unless such consent is approved by the mortgagee of record with respect to such Unit. Such change, modification or rescission shall be effective upon recording of such instrument in the Office of the Register of Deeds for Brown County, Wisconsin; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

ARTICLE XIV  
GENERAL PROVISIONS

**14.01 Notice to Mortgage Lenders.** Upon written request to the Board, the holder of any duly recorded mortgage, land contract or trust deed which is a lien upon any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage, land contract or trust deed. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

**14.02 Services of Notices on Devisees and Personal Representatives.** Notices required or desired to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally, US mail or email to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.



- 14.03 Covenants to Run With Land.** Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or under any Land Contract or contract for any deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as through the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
- 14.04 Non-Waiver of Covenant.** No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any lapse of time.
- 14.05 Waiver of Damages.** The Declarant shall not be liable for any claim whatsoever arising out of, or by reason of, any actions performed pursuant to any authority reserved, granted or delegated to Declarant by, or pursuant to, this Declaration, the Original Declaration, or in any other capacity in which Declarant may act, whether or not such claim (a) shall be asserted by any Unit Owner, Occupant, the Board, or the Association, or by any person claiming through any of them; or (b) shall be asserted on account of any alleged injury to person or damage to or loss of property wherever located and however caused. The foregoing enumeration includes, but is not limited to, all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any act or neglect of Declarant or of any Unit Owner, Occupant, the Board, or the Association, the managing agent or their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function, or disrepair of, any utility services.
- 14.06 Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.
- 14.07 Interpretation of Declaration.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential condominium.
- 14.08 Indemnity.** The members of the Board and the officers of the Association, as well as the members of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners, or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners and the Association. The liability of any Unit Owner arising out of any contract made by such members of the Board and officers or arising out of the aforesaid indemnity shall be limited to the Percentage Interest of such Unit Owner. Each agreement made by such members of the Board or officers or by the

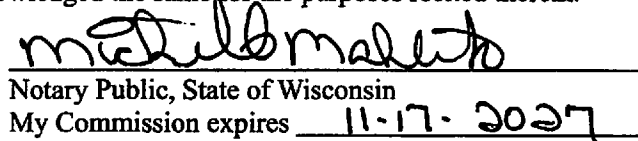
**14.09 Service of Process.** All legal notices and service of process which may be made or given to the Unit Owners, the Board, or the Association shall be served upon Langlade Place Condominium Association, 2611 Libal Street, Green Bay, Wisconsin 54301, or at the home address of the President of the Board as may be reflected on the records of the Association from time to time. The Board may designate any successors as may be required to the aforementioned party at any Board meeting.

**Langlade Place Condominium Owners Association, Inc.**

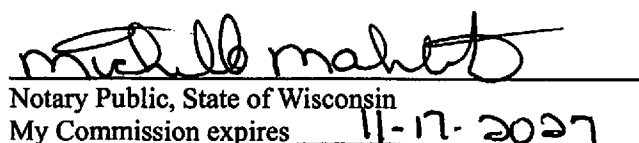
**Jack Seroogy**  
Its President

**David Denis**  
Its: Secretary

Personally came before me this 26 day of June 2024, Jack Seroogy, the President of Langle Place Condominium Owners Association, Inc., who executed the foregoing document as such officer of said corporation by its authority and acknowledged the same for the purposes recited therein.



Personally came before me this 26 day of June 2024, David Denis, the Secretary of Langlade Place Condominium Owners Association, Inc., who executed the foregoing document as such officer of said corporation by its authority and acknowledged the same for the purposes recited therein.



## **EXHIBIT "A"**

### **Legal Description of Real Estate Parcel**

All of Lot 16, recorded plat of "Parc Village First Addition, A County Plat", Volume 1, County Plats, Page 24, Brown County Records, being a part of Private Claim 20, East Side Fox River, Village of Allouez, Brown County, Wisconsin.

**EXHIBIT "B"**

**Plat**

(See attached.)

1633720

vol 2 pgs 174

**LANGLADE PLACE, A CONDOMINIUM**

All of Lot 16, recorded plat of "Parc Village First Addition, A County Plat", Volume 1, County Plats, Page 24, Brown County Records, being part of Private Claim 20, East Side Fox River, Village of Allouez, Brown County, Wisconsin

OWNER: Steve Seid

LEGAL DESCRIPTION:

All of Lot 16, recorded plat of "Parc Village First Addition, A County Plat", Brown County Records, being part of Private Claim 20, East Side Fox River, Village of Allouez, Brown County, Wisconsin.

Parcel contains 224,978 square feet/5.18 acres, more or less.

SURVEYOR'S CERTIFICATE

I, David W. Mau, Registered Land Surveyor, do hereby certify:

That this plat is a correct representation of the condominium described and that the identification and location of each unit and the common elements can be determined from this plat.

UNIT #	Square footage	UNIT #	Square footage	UNIT #	Square footage
1	0,464	12	5,001	23	6,460
2	4,927	13	4,972	24	5,000
3	4,908	14	4,827	25	5,000
4	4,888	15	8,198	26	5,000
5	4,859	16	0,514	27	5,000
6	4,828	17	5,823	28	5,000
7	4,418	18	5,850	29	5,000
8	7,330	19	5,850	30	5,000
9	4,945	20	5,850	31	5,000
10	4,972	21	5,850	32	5,000
11	5,001	22	7,644	33	6,462
					Common area
					43,008

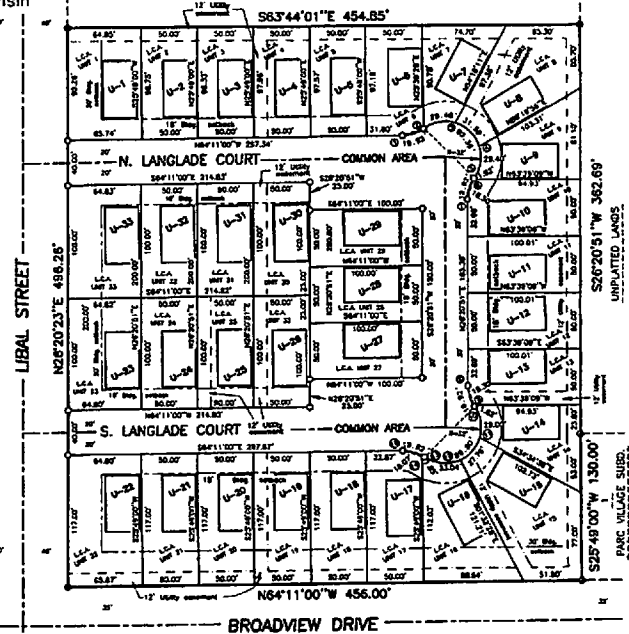
Curve	Radius	Arc	Chord	Chord Bearing	Central Angle	Tangent Bearing
1-2	32.00'	19.92'	19.00'	S82°00'46"E	32°39'32"	N80°06'28"E
2-3	32.00'	90.38'	83.20'	S18°55'04.5"E	161°50'25"	S82°00'23"W
3-4	32.00'	29.40'	28.38'	S73°31'19"E	32°38'28"	S63°44'01"E
4-5	32.00'	31.58'	30.33'	S18°55'04.5"E	56°34'03"	S63°44'01"E
5-6	32.00'	29.40'	28.38'	S35°41'10"W	52°38'28"	S63°44'01"E
6-7	32.00'	18.92'	18.60'	S44°10'07"W	35°39'32"	S63°44'01"E
7-8	32.00'	1.82'	1.62'	S60°33'15"W	02°54'16"	S63°44'01"E
8-9	32.00'	18.30'	18.05'	S47°43'28"W	32°45'16"	S63°44'01"E
9-10	32.00'	18.92'	18.60'	S05°11'02"W	35°38'32"	S63°44'01"E
10-11	32.00'	1.82'	1.62'	S07°51'33"E	02°54'16"	S63°44'01"E
11-12	32.00'	28.00'	28.02'	S71°04'55.5"W	166°47'13"	S1°55'28"E
12-13	32.00'	27.76'	26.90'	S87°28'08"W	49°42'30"	S9°06'07"E
13-14	32.00'	33.04'	31.58'	N58°06'01.5"W	59°06'07"	S35°39'32"E
14-15	32.00'	1.82'	1.64'	N30°10'31"W	03°18'08"	S32°21'25"E
15-16	32.00'	18.07'	17.83'	N48°00'17"W	32°21'25"	S32°21'25"E

**LEGEND**

- 1"X24" iron pipe weighing 1.13 lbs/lin ft set
- 1" iron pipe found
- 2" iron pipe found
- All other lots corners marked with a 1"X24" iron pipe weighing 1.13 lbs/lin ft set
- U-23 indicates Unit and Number
- LCA Limited Common Area

Bearings referenced to the centerline of Libal Street, assumed to be N26°20'23"E.

17  
PARC VILLAGE FIRST ADDITION  
A COUNTY PLAT



**MAU & ASSOCIATES**  
LAND SURVEYING • CIVIL ENGINEERING

ACAD DRAWING NO: S-4198A  
DRAFTED BY: STD

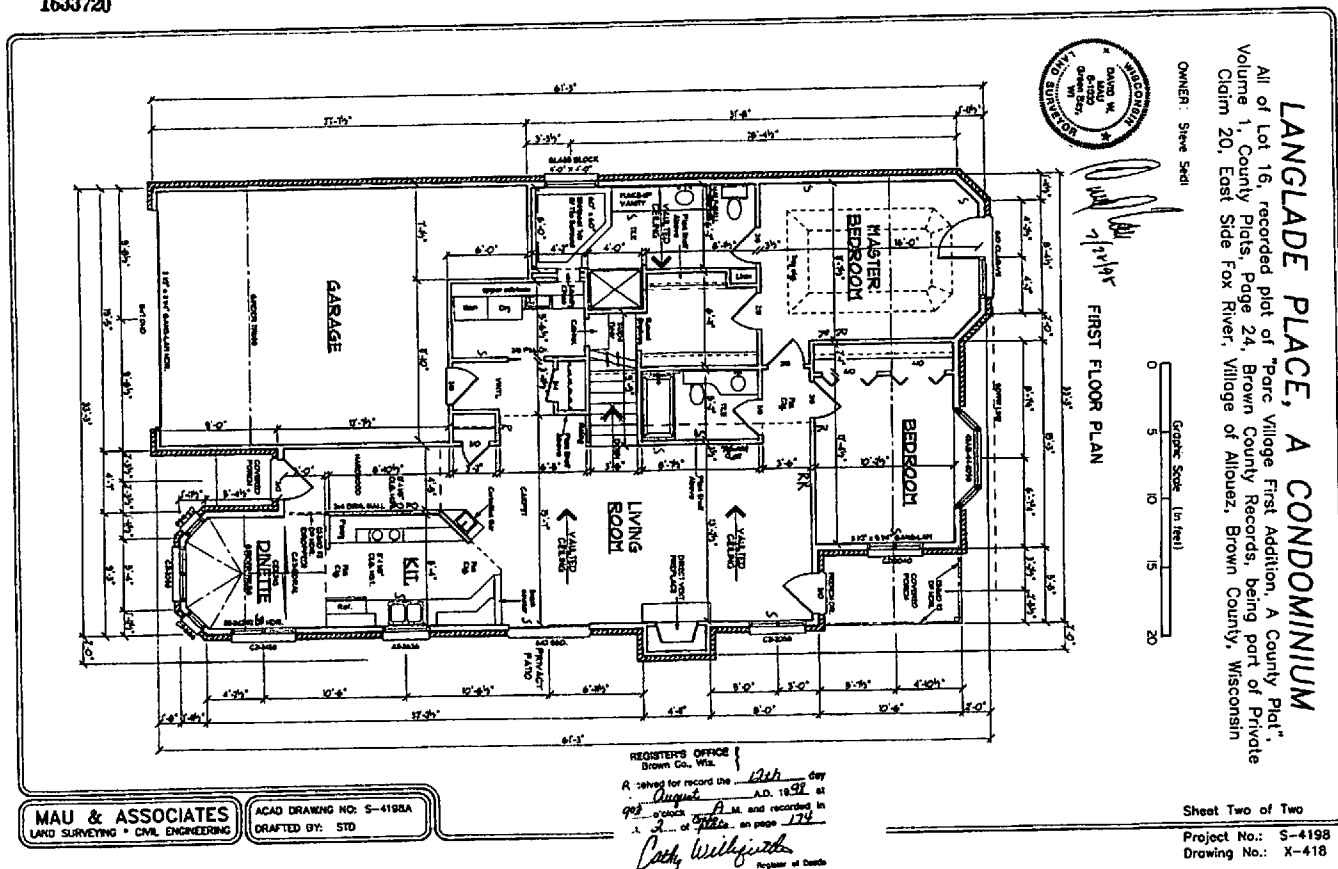
SCALE: 1"=60'

Sheet One of Two

Project No.: S-4198  
Drawing No.: X-418

1633720

VOL 2 MAR 175



## **EXHIBIT "C"**

### **Legal Description of Condominium Property**

Units 1 to 33, inclusive, of Langlade Place Condominium, located in the Village of Allouez, Brown County, Wisconsin, and created by a Declaration of Condominium Ownership and of Easements, Restrictions, Conditions and Covenants for Langlade Place Condominium recorded on August 12, 1998, with the office of the Register of Deeds for Brown County, Wisconsin, as Document No. 1633721, as amended and restated, and by its condominium plat and any addenda thereto.

Tax Parcel Nos. AL-2034 to AL-2066, inclusive.