

CONDOMINIUM DECLARATION
OF CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS FOR 2114 IRISH HILL
ESTATE AND 2587 FARMINGTON
WAY CONDOMINIUM

3073621
CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
09/06/2024 09:43 AM
REC FEE: 30.00
TRANS FEE:
EXEMPT #

PAGES: 8

RETURN TO:

Attorney Katrina E. Cox
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 200
Green Bay, WI 54301

SU-2938

Parcel Identification Number

548

THIS PAGE IS PART OF THIS LEGAL DOCUMENT
Do Not Remove

CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
2114 IRISH HILL ESTATE AND
2587 FARMINGTON WAY CONDOMINIUM

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 29th day of August, 2024, by Golden Ventures, LLC (the "Declarant")

1. STATEMENT OF DECLARATION. The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed thereon to the condominium form of ownership in the manner provided by law and by this Declaration.

Declarant hereby declares that they are the sole owner of the real property described in this Declaration together with all buildings and improvements thereon which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration. The property, buildings and improvements shall be a "Small Condominium" as that term is defined in the Act.

2. LEGAL DESCRIPTION. The following described real estate, located at 2114 Irish Hill Estate and 2587 Farmington Way, Suamico, Wisconsin 54313, is subjected to provisions of this Declaration:

All of Lot 113 of record plat "Chambers Hill Farm 1st Addition", (Volume 24, Plats, Page 176, Document No. 2959341, Brown County Records), being located in part of Northwest of the Southwest of Section 27, T25N-R20E, Village of 14 of the Southwest of Section 27, T25N-R20E, Village of 14 of Section 27, T25N-R20E, Village of Suamico, Brown County, Wisconsin.

3. NAME. The aforesaid real estate and the building and improvements thereon shall be known as: 2114 IRISH HILL ESTATE AND 2587 FARMINGTON WAY CONDOMINIUM

4. DESCRIPTION AND LOCATION OF BUILDINGS. There shall be one (1) main building ("Building") on the real estate described above which building shall contain two (2) Units ("Unit"). Said building shall be one (1) story in height and shall be constructed principally of wood and masonry materials with a roof covered with composite roofing shingles. The building is to be located on the real estate as indicated in condominium plat marked Exhibit "A" attached hereto and made a part of this Declaration.

5. DESCRIPTION OF UNITS. Unit 1 has a post office address of 2114 Irish Hill Estate, Suamico, Wisconsin 54313, and contains approximately 3,865 square feet including the garage and basement. Unit 2 has a post office address of 2587 Farmington Way, Suamico, Wisconsin 54313, and contains approximately 3,820 square feet including the garage and basement.

The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries. The perimetrical

boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

6. DESCRIPTION OF COMMON ELEMENTS. The common elements consist of the roof covering all Units; the exterior covering of the walls such as siding, brick or other decorations, any and all water pipes, mains and laterals servicing both Units. No major repair or replacement of the roof, walls, water pipes, mains, laterals or portions thereof shall be made without the agreement of both Unit Owners ("Unit Owner"); provided, however, that minor repairs not affecting the appearance of the roof or walls shall be made by the owner of the Unit adjacent to the area requiring such repair. The exterior of the buildings shall be maintained, decorated and repaired so as to retain a uniform appearance of both Units.

A. Common Wall. The common elements also consist of the wall between Unit 1 and 2, extending between the areas where the drywall of each respective Unit is fastened to the studs of said wall. Said wall is to be used by the Unit Owners in common, each Unit to bear equally with the other cost of keeping the common wall in good order and repair; provided, however, that damage to one side of the common wall not affecting the other side should be repaired by the owner of the Unit on whose side the damage has occurred.

B. Limited Common Elements and Facilities. The driveways in front of the respective garages, covered porch and patios to the respective Units, the walkways and the respective yards determined by an imaginary extension of the common wall of the two Units extended to the property lines will designate limited common areas and are restricted to the use of the Unit to which they are adjacent. See Exhibit "A" attached.

7. MAINTENANCE. The Unit Owners shall be responsible for repair, maintenance or replacement of their individual Units. Said Unit shall be repaired at the cost of each individual Unit Owner and they shall keep their Units in good repair subject only to normal wear and tear. All common elements shall be maintained at the expense of the Unit Owners consistent with the policy adopted by the Board of Directors. In the absence of any such written policy, each Unit Owner agrees to share equal responsibility for repair and replacement of the common elements. All maintenance shall be at the request of one or more Unit Owners and shall proceed if recommended by an independent contractor.

8. DESTRUCTION AND RECONSTRUCTION. In the event of the total destruction of the building it shall be determined by agreement of both Unit Owners whether to rebuild, repair or restore or sell the property. If damage is only to one (1) Unit and such damage does not affect the other Unit in a building, then the damaged Unit shall be repaired by the owner of the damaged Unit.

9. RESIDENTIAL PURPOSES. The building and Units therein contained are intended for and restricted exclusively to residential use.

10. EASEMENTS. Easements are hereby declared and granted for utility purposes as said easements may exist and appear of record.

11. BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved

to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. Acceptance of a deed by a Unit Owner shall constitute an acceptance of the provisions of this Declaration, Bylaws and other rules and regulations adopted pursuant thereto.

12. INSURANCE. The Unit Owners shall provide insurance coverage for loss by fire and extended coverage in an amount sufficient to protect their interest in the common elements and limited common elements, and their individual Unit. Such insurance shall be obtained in the name of the Unit Owner and their mortgagees as their interests may appear by the same insurance company, containing the same terms, conditions, and provisions for coverage. The coverages must be agreed to by both Unit Owners. Premiums for such insurance coverage shall be allocated to each Unit based on its insured value, as determined by the insurance carrier.

13. SERVICE OF PROCESS. Service of process is to be had upon each of the respective Unit Owners. Before said Units are sold to individual parties, service of process shall be upon the registered agent for Golden Ventures, LLC, 3700 S. Timber Trail, Suamico, Wisconsin 54173. Service upon one individual Unit Owner shall be considered service upon all owners if ownership is by joint tenancy or tenancy in common or other multiple forms of ownership.

14. PERCENTAGE OF INTEREST AND VOTES. The percentage of interest in common areas, limited common areas and facilities shall be as follows: Unit 1 shall be Fifty (50%) percent; Unit 2 shall be Fifty (50%) percent. Each Unit Owner shall have one (1) vote and there shall be only one (1) class of voting membership. All decisions which affect both Units shall be made by consent of both Unit Owners. The Declaration may be amended by the affirmative vote of all Unit Owners and Bylaws and administrative rules, if any, shall be amended in the same manner. The Unit Owners by unanimous consent may terminate this condominium in accordance with Section 703.28 of the Wisconsin Statutes.

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

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

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

(Signature page follows)

IN WITNESS WHEREOF, Golden Ventures, LLC, has caused this Declaration to be executed this 29th day of August, 2024.

GOLDEN VENTURES, LLC

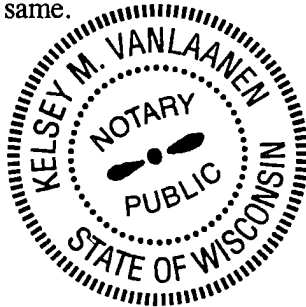
By: _____

Matthew J. Golden, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me on the 29th day of August, 2024, Matthew J. Golden, Member of Golden Ventures, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Kelsey M. VanLaanen
Kelsey M. VanLaanen
Notary Public, State of Wisconsin
My Commission expires on: 8/18/2028

CONSENT OF MORTGAGEE

The undersigned, being the holder of a construction mortgage from Golden Ventures, LLC, a Wisconsin limited liability company, for Brown County, Wisconsin, on May 7, 2024, as Document No. 3063935, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the property described herein, and in any Units owned by Golden Ventures, LLC, shall be subject in all respects to the terms thereof.

Dated this 30th day of August, 2024.

BANK FIRST, N.A.

By: [Signature]

Name: Tobias H. Okon

Title: Market President

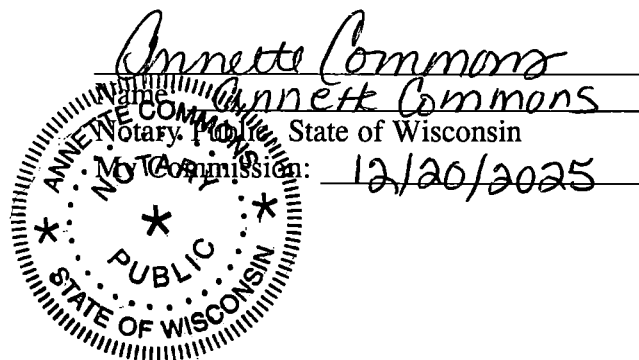
ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

COUNTY OF Brown)

Personally came before me this 30th day of August, 2024, the above named Tobias H. Okon, who acknowledged himself or herself to be the Market President of Bank First, N.A., and to me known to be the person who executed the foregoing instrument and acknowledged the same.



This instrument was drafted by:
Attorney Katrina E. Cox
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 200
Green Bay, WI 54301

EXHIBIT A
CONDOMINIUM PLAT

lot 113 of record plat "Chambers Hill Farm 1st Addition", (Volume 24, Plats, Page 176, Document No. 2859341, Brown County Records) being located in part of Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, T25N-R20E, Village of Suamico, Brown County, Wisconsin.




Graphic Scale: 1" = 30'

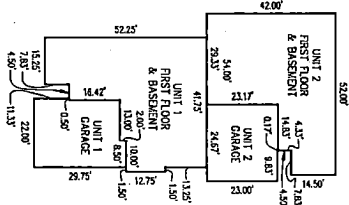
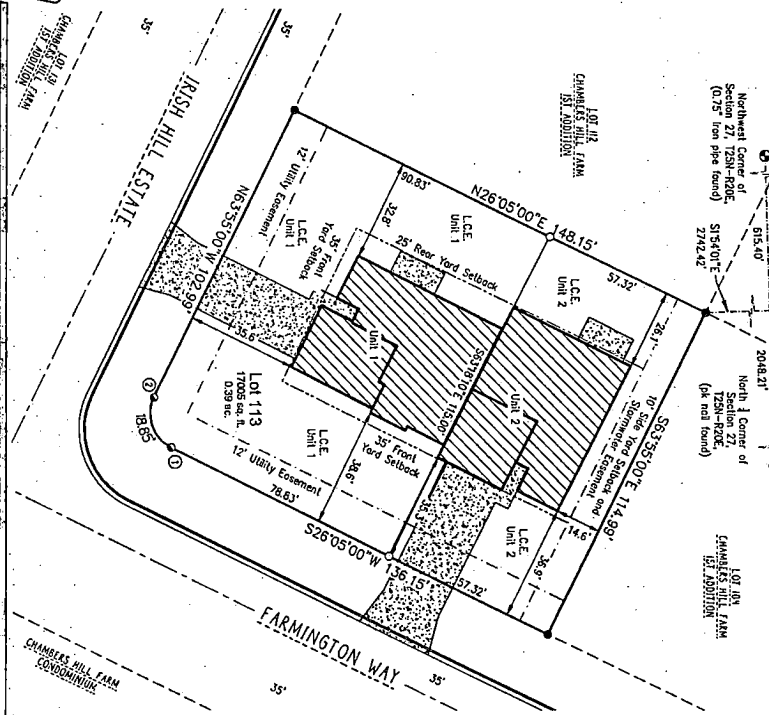
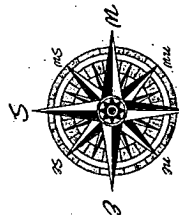


- 1.52 (6.04) x 18 iron pipe with cap weighing 168 lbs/lin ft set
- 1" iron pipe found
- 2" iron pipe found
- Brown County monument

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	18.85'	12.00'	16.97'	S71°05'00"W	90°00'00"	-

Curve Data

 proposed concrete
 existing building
 concrete curb & gutter line



UNIT 1: 2114 IRISH HILL ESTATES	
Garage	619 sq. ft.
Basement	1623 sq. ft.
First Floor	1623 sq. ft.
Total	3865 sq. ft.
(see note 1)	
UNIT 2: 2587 FARMINGTON WAY	
Garage	570 sq. ft.
Basement	1625 sq. ft.
First Floor	1625 sq. ft.
Total	3820 sq. ft.
(see note 1)	

I, Steven M. Bieda, 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.

All of Lot 113 of record plat "Chambers Hill Farm 1st Addition," (Volume 24, Plats, Page 176, Document No. 2959341, Brown County Records), being located in part of Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, T25N-R22E, Village of Sudnico, Brown County, Wisconsin.

Parcel contains 17,005 square feet / 0.39 acres more or less.
Parcel subject to easements and restrictions of record.

This plot is a correct representation of 2114 Irish Hill Estate & 2587 Farmington Way Condominium³ as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat itself. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plot and the approximate dimensions and floor cross thereof.

STEVEN M. BIEDA
P/LS-2275
GREEN BAY,
WI

CERTIFICATE OF THE BROWN COUNTY TREASURER

I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments due on any of the lands included in this Condominium Plot as of the dates listed below.



Charles T. Mohlik Date _____
Brown County Deputy Treasurer

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.

Eugene L. Duckert 8/22/24
Eugene L. Duckert
Brown County Property Ustler
Dolt

NOTES

- 1) Building plans provided by client and may not represent on-built conditions.
- 2) Docks, pilings and drives or limited common elements to the apartment unit.
- 3) All areas within the condominium and outside the unit's, except those areas designated as limited common elements, are common elements.
- 4) Condominium Address is 2114 Irish Rd. Eagle Unit 1 & 2587 Farmington Hwy Unit 2.
- 5) Bearings referenced to the North line of Northwest 1/4 of Section 27, T26N-420E, assumed to be N88D5395'E.
- 6) The County Municipality used is the survey of them and they that have been found and verified, and/or Brown County Planning and Land Services has been relied of any discrepancies.
- 7) Sanitary lavatory and steam heaters are considered common elements with joint ownership. All property owners are responsible for maintenance and associated costs.

vierbicher
planners | engineers | advisors

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Client	Golden Ventures, LLC
Tax Parcel:	SU-2938

DRAWING NO.
X-1799