

	DECLARATION OF CONDOMINIUM
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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration") is made this 2ND day of SEPTEMBER 2025, by GERALD L. CASHMORE and ELIZABETH A. CASHMORE (the "Declarant").

**ARTICLE I
DECLARATION**

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

Recording Area

Name and Return Address:

Mr. Mark Bartels
 One Law Group, S.C.
 2181 South Oneida Street
 Green Bay, WI 54304

23 VS

WD-708-J-216
 Parcel Identification Number(s)

**ARTICLE II
NAME; DESCRIPTION OF PROPERTY**

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is "978-980 St. Anthony Drive Condominium."

2.02. Legal Description. The land comprising the Property (the "Land") is located in the City of De Pere, County of Brown, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03. Address. The address of the Condominium is 978-980 St. Anthony Drive, De Pere, Wisconsin 54115.

2.04 Small Condominium. The Condominium is a small condominium as defined in Section 703.02(14m) of the Condominium Ownership Act and the following sections of the Condominium Ownership Act apply to it: Sections 703.365(2)-(8), inclusive, except as otherwise provided in this Declaration.

**ARTICLE III
DESCRIPTION OF UNITS**

3.01. Identification of Units. The Condominium shall consist of two (2) units (individually a "Unit" and collectively the "Units") located in the building ("Building") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Unit 1 and Unit 2, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) **Upper Boundary.** 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.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** 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. The outside surface of the poured concrete foundational basement wall between the Units shall be perimetrical boundary of the Unit as to that common basement wall.

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.

3.03. Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 3.02:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of the Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

ARTICLE IV COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway and pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, front balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;
- (e) Any other portion of the improvements to the Land that is not part of a Unit as described above;
- (f) The mailbox island, if any; and
- (g) The sanitary and storm laterals serving the Building.

4.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) The concrete driveway immediately adjacent to the garage attached to, and leading directly to or from the garage attached to each Unit;

(b) All sidewalks, access ways, steps, stoops, porches, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and

(c) The front, side, and back yard areas adjacent to each Unit as identified on the Condominium Plat;

(d) The chain link fence fencing the back yard areas adjacent to each Unit as identified on the Condominium Plat;

(e) The shed in the back yard area of Unit 1 as identified on the Condominium Plat is limited common element to Unit 1; and

(f) The water laterals serving each Unit.

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

**ARTICLE V
PERCENTAGE INTERESTS; VOTING**

5.01. Percentage Interests. Pursuant to Section 703.365(2)(b) of the Condominium Ownership Act, the undivided percentage interest in the Common Elements (the "Percentage Interest") is allocated equally among the Units.

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

5.03. Voting. Pursuant to Section 703.365(2)(c) of the Condominium Ownership Act, each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VI).

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

ARTICLE VI CONDOMINIUM ASSOCIATION

6.01. General.

(a) Association. All Unit Owners shall be entitled and required to be a member of an unincorporated association of Unit Owners known as "978-980 St. Anthony Drive Condominium Owners Association" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium. Pursuant to Section 703.365(5)(a) of the Condominium Ownership Act, the Association shall exist immediately upon establishment of the Condominium and the Declarant shall have the rights in the Association only as an owner of a Unit or Units.

(b) Powers and Duties. The powers and duties of the Association shall include those set forth in the Association's bylaws (the "Bylaws"), the Condominium Ownership Act, and this Declaration.

(c) Bylaws. The Bylaws shall conform to Section 703.365(3) of the Condominium Ownership Act.

(d) Rules and Regulations. All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, and the Bylaws. The Association shall have the exclusive right to promulgate the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

6.02. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Pursuant to Section 703.365(3)(c) of the Condominium Ownership Act, the Board of Directors shall be composed of one representative from each Unit chosen by and from among the Owners of that Unit. The Board of Directors shall meet at least quarterly.

6.03. Maintenance and Repairs.

(a) By Association. Except as provided in Section 6.03(b) below, the Association shall (i) be responsible for the management and control of the Common Elements and Limited Common Elements; (ii) maintain the same in good, clean, and attractive order and repair; (iii) have an easement over the entire Condominium for the purpose of carrying out these responsibilities; (iv) be responsible for providing and maintaining all Limited Common Elements, and (v) be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

(b) By Unit Owner.

(i) Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance, repair and replacement of the exterior patio area, sidewalks, driveway, landscaping and yard areas appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01.

(ii) Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.06.

(iii) Each Unit Owner shall be responsible for snow removal from the sidewalks, driveway, and patio appurtenant to the Unit. Each Unit Owner shall also be responsible for mowing and maintaining the grass and landscaping for the yard appurtenant to the Unit in a good condition as required by applicable City of De Pere ordinances.

(iv) Each Unit Owner shall be responsible for removal of garbage and waste from the Unit and Limited Common Elements appurtenant to the Unit and shall be responsible for compliance with all applicable City of De Pere recycling and garbage collection ordinances.

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

6.04. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 6.03, and administration of the Association shall be deemed

to be common expenses (the "Common Expenses"), including, without limitation, improvements to the Common Elements; municipal utility services provided to the Common Elements, if any; and maintenance and management salaries and wages.

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

6.06. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.03 and Article XIII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.07. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

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

6.9. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which the Manager may provide all or a portion of the Association's duties hereunder. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Condominium Ownership Act.

6.10 Expenses; Maintenance; Operation.

(a) **Application.** Pursuant to Section 703.365(6) of the Condominium Ownership Act, Sections 6.11(b) and (e) below apply to the Condominium if any of the following criteria is met:

(1) A proposed expenditure or action for the repair, maintenance, or upkeep of the Property or for the operation of the Property is not approved by the Board of Directors of the Association and any Unit Owner believes the expenditure or action is necessary for the safety and proper use of the Property or of the Owner's Unit; or

(2) An expenditure or action is approved by the Board of Directors of the Association and any Unit Owner believes the expenditure or action is contrary to the safety and proper use of the Property or the Owner's Unit.

(b) Decision Challenge. The Unit Owner or Owners challenging a decision of the Board of Directors described under Section 6.10(a)(1) or (2) shall give written notice of the objection to all Unit Owners and Mortgagees within forty-five (45) days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse, or modify the decision.

(c) Arbitration. The Unit Owner or Owners may challenge the decision after reconsideration by the Board of Directors under Section 6.10(b) only in an arbitration proceeding under Chapter 788 of the Wisconsin Statutes. Acceptance of a conveyance of a Unit is deemed to constitute an agreement by the Unit Owner to submit challenges to decisions of the Board of Directors of the Association to arbitration.

(d) Arbitration Procedure. The Board of Directors, upon submission of the matter to arbitration as provided in Section 6.10(c), shall name a proposed arbitrator. The Unit Owner or Owners may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the two arbitrators shall select a third person and the three shall serve as an arbitration panel chaired by the third person. The expenses of arbitration shall be shared equally by the Association and the Unit Owner or Owners challenging the decision of the Board of Directors.

(e) Award. The arbitration award by the arbitration panel under Section 6.10(d) shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it.

ARTICLE VII ALTERATIONS AND USE RESTRICTIONS

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

unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

7.02. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. Commercial activity is permitted in the Units only to the extent that commercial activity is permitted in residences in a zoning ordinance adopted under Sections 59.69, 60.61, 61.35, or 62.23 of the Wisconsin Statutes.

7.03. Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

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

(a) The term of any such lease shall not be less than six (6) months;

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

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

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner, and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association.

7.05. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

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

7.07. Water Laterals. Separate water service laterals are required for each Unit.

ARTICLE VIII INSURANCE

8.01. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

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

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

8.06. Standards for All Insurance Policies. All insurance policies provided under this Article VIII shall be written by companies duly qualified to do business in the State of Wisconsin, with a general

policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

**ARTICLE IX
RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION**

9.01. Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 9.01.

(a) Damage Less Than Five Percent of Replacement Cost. If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners, and such repair or reconstruction shall be deemed approved if the vote appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners, and such repair or reconstruction shall be deemed approved if the vote appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair

or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 9.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

9.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having seventy-five percent (75%) or more of the votes approve of the variance from such plans and specifications; (b) the Board of Directors of the Association authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03. Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 8.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 9.06.

9.05. Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.06. Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

9.07. Partition and Sale Upon Consent. If following damage or destruction described in Section 9.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Brown County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

9.08. Mortgagees' Consent Required. No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

**ARTICLE X
CONDEMNATION**

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

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

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 10.02 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 10.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

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

10.02. Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

10.03. Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

10.04. Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

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

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

10.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to the Units shall continue to be allocated equally among the Units as required by Section 703.365(2)(b) of the Condominium Ownership Act.

10.08. Partition and Sale Upon Consent. If, pursuant to Section 10.02, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Brown County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XI MORTGAGEES

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

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

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

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

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

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

11.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

**ARTICLE XII
AMENDMENT**

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least one hundred percent (100%) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Brown County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

**ARTICLE XIII
REMEDIES**

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

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

**ARTICLE XIV
GENERAL**

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

14.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 6.03. Such entry shall be made with prior notice to the Unit Owners and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

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

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

14.05. Resident Agent. The name and address of the initial resident agent under Section 703.23 of the Condominium Ownership Act is Gerald L. Cashmore, 980 St. Anthony Drive, De Pere, Wisconsin 54115. The resident agent may be changed by the Association in any manner permitted by law. A change in the registered agent shall not require an amendment to this Declaration.

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

14.07. Disclosure Requirements. Pursuant to Section 703.365(8) of the Condominium Ownership Act, the disclosure required for the Condominium under Section 703.33 of the Condominium

Ownership Act is limited to the disclosure required under Sections 703.33(1)(a) to (e), if applicable, and a copy of the Condominium Plat.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 29th of August, 2025.

DECLARANT:

Gerald L. Cashmore
Gerald L. Cashmore

Elizabeth A. Cashmore
Elizabeth A. Cashmore

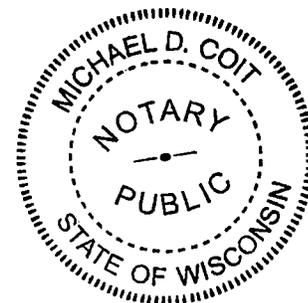
ACKNOWLEDGMENT

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this 29 day of AUGUST 2025, the above-named Gerald L. Cashmore and Elizabeth A. Cashmore, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Michael D. Coit
Print Name: MICHAEL D COIT
Notary Public, State of Wisconsin
My Commission: 03/03/2028

This document was drafted by:
Attorney Mark A. Bartels
One Law Group, S.C.
2181 South Oneida Street
Green Bay, WI 54304
(920) 336-5766



MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage executed by GERALD L. CASHMORE and ELIZABETH A. CASHMORE, husband and wife, to the undersigned recorded in the office of the Register of Deeds of Brown County, Wisconsin, on February 12, 2016, as Document Number 2733903, does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 28th day of August, 2025.

COMMUNITY FIRST CREDIT UNION

By: Kathy Vandey
Name: Kathy vanden Hogen
Title: AVP Mortgage Lending Operations

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this 28th day of August, 2025, the above-named Kathy Vanden Hogen, AVP Mortgage Lending Ops. of Community First Credit Union, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said corporation, and acknowledged that [he/she] executed the foregoing instrument as such _____ as the deed of said corporation, by its authority.

Vickie Ann Van De Hey
Print Name: Vickie Ann VanDeHey
Notary Public, State of Wisconsin
My Commission: 1/24/2029

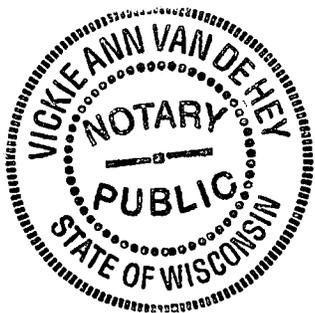


EXHIBIT A

LEGAL DESCRIPTION

Lot 16 of Kane's Subdivision No. 2, recorded in Volume 19 of Plats on Page 72, as Document Number 1302363, Being part of Lots 139 and 140 of Assessor's Subdivision of Lands in the City of Nicolet, Recorded in Volume 1 of Plats on Page 153, All being located in Government Lot 1 of Section 28, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin.

Tax Parcel No. WD-708-J-216

**EXHIBIT B
CONDOMINIUM PLAT**

978-980 St. Anthony Drive Condominium

Lot 16 of Kane's Subdivision No. 2, Recorded in Volume 19 of Plats on Page 78 as Document Number 1302366, Being Part of Lots 189 and 140 of Assessor's Subdivision of Lands in the City of Nicolet, Recorded in Volume 1 of Plats on Page 165, All Being Located in Government Lot 1 of Section 28, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin.

LEGEND

- 2" Iron Pipe Found
- 1" Iron Pipe Found
- 1" ID x 16" Iron Pipe
- @ least 1.13 Inset LF Set
- ▲ Set Chiselled "X"
- LCE Limited Common Element
- Gas Meter
- Electric Meter
- Mail Box
- Air Conditioner

Scale: 1"=50'



Bearings referred to the East line of Lot 16 of Kane's Subdivision No. 2, recorded in Volume 19 of Plats on Page 78 as Document Number 1302366, recorded to bear S00°08'52"E

CURVE TABLE

Curve	Radius	Arc Length	Chord Bearing	Chord Length	Delta	Tangent In	Tangent Out
C1	130.00'	59.70'	N13°23'17"W	59.16'	26°18'50"	N00°13'52"W	N28°32'42"W
C2	130.00'	14.67'	N63°27'49"W	14.66'	67°27'59"		
C3	130.00'	45.03'	N16°37'12"W	44.60'	19°50'45"		
C4	130.00'	67.46'	N41°24'44"W	66.71'	29°44'04"		

This Condominium Plat is contained wholly within the property described in the following recorded instrument:

Property Owners of Record: Gerald L. Cashmore, Elizabeth A. Cashmore
 Recording Information: Dec. 19, 1983/46
 Parcel Number: WD-708-J-216

Surveyor's Notes:

1. Limited Common Elements are depicted on the plat as LCE.
2. Limited Common Elements include: Paved, Porches, Concrete Driveways and a Shed.
3. All areas within the Condominium Deeded Units Boundary are Common Elements unless depicted as "Unit" or "LCE".
4. All measurements are exterior measurements from field mapping. The square footages on sheet 2 are approximate.
5. The location of the center of the road is shown to be the center of the foundation wall and the center of the walls above it.
6. All exterior walls and the roof are Common Elements.
7. Parent Parcel No. WD - 708 - J - 216
8. Reference Kane's Subdivision No. 2, Volume 19 on Page 72 for restrictive covenants.
9. This subject parcel is located within Almont Zoning District C per Brown County Zoning Chapter 24 Ordinance and is subject to all rules and regulations that apply.

Addresses:

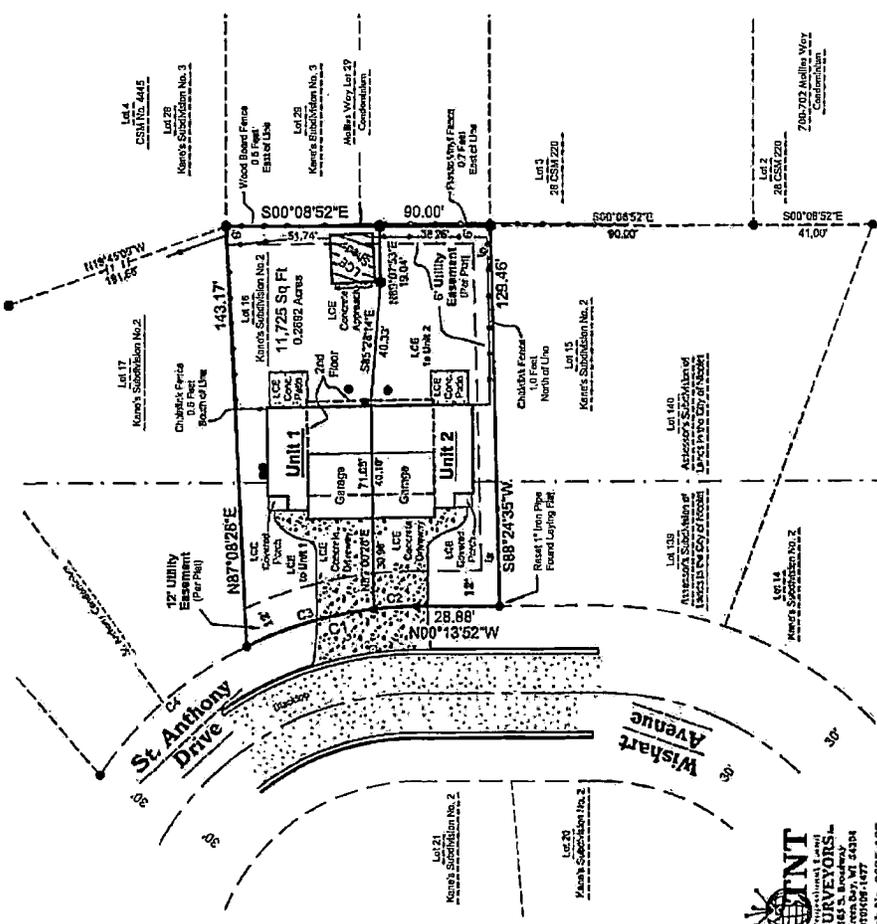
Unit 1 = 980 St. Anthony Drive
 Unit 2 = 978 St. Anthony Drive



Dated this 15th day of August, 2005

Gregory E. Christopherson S-3216-0088

Sheet 1 of 2



GN
 PROFESSIONAL LAND SURVEYORS
 2165 S. Broadway
 MILWAUKEE, WI 53212
 414-251-1477
 414-251-1477
 Job No. 06235-107

978-980 St. Anthony Drive Condominium

Lot 16 of Kane's Subdivision No. 2, Recorded in Volume 19 of Plats on Page 72 as Document Number 1602866, Being Part of Lots 139 and 140 of Assessor's Subdivision of Lands in the City of Nicolet, Recorded in Volume 1 of Plats on Page 153, All Being Located in Government Lot 1 of Section 26, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin

OWNERS CERTIFICATE:

We, Gerald L. Cashmore and Elizabeth A. Cashmore, do hereby certify that we caused the land described on this plat to be surveyed, divided and mapped as represented on this Condominium Plat. We also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Brown County

Gerald L. Cashmore _____ Date _____ Elizabeth A. Cashmore _____ Date _____

STATE OF WISCONSIN
COUNTY OF BROWN) ss

Personally came before me this _____ day of _____, 20____, the above named authorized representatives to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public _____

My Commission Expires _____ Date _____

PARCEL DESCRIPTION:

Lot 16 of Kane's Subdivision No. 2, recorded in Volume 19 of Plats on Page 72 as Document Number 1602866, being part of Lots 139 and 140 of Assessor's Subdivision of Lands in the City of Nicolet, recorded in Volume 1 of Plats on Page 153, all being located in Government Lot 1 of Section 26, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin.
Said parcel contains 11,726 square feet (0.2692 acres) of land and is subject to all easements and restrictions of record.

SURVEYOR'S CERTIFICATE:

I, Connor E. Christopherson, Professional Land Surveyor No. 3216 of TNT Professional Land Surveyors Inc., 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 existing improvements on the property.

This plat is a representation of 978-980 St. Anthony Drive Condominium as proposed the date hereof, and the identification and location of each unit, limited common elements and the common elements can be determined from the plat.

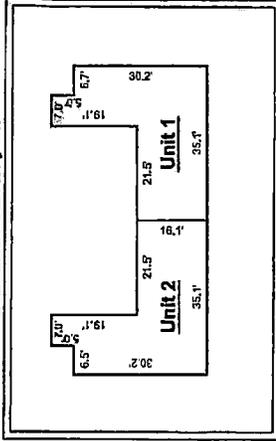
Field work was completed August 13, 2025.

Dated this 15th day of August, 2025.

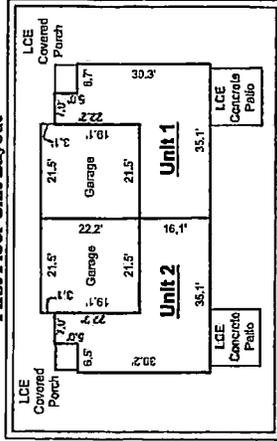


Connor E. Christopherson S-3216
Professional Land Surveyor
SURVEYORS INC.
5142 S. Broadway #404
Appleton, WI 54912-1177
Job No. 0625-107

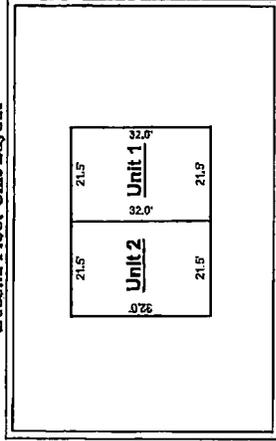
Basement Unit Layout



First Floor Unit Layout



Second Floor Unit Layout



Certificates 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 by the Brown County Planning Commission.
Dated this _____ day of _____, 2025.

Ryan L. Duckert
Brown County Real Property Lister

Brown County Treasurer:

As duly elected Brown County Treasurer, I hereby certify that the records in this office have been examined and that the plat and specifications affecting any of the lands included in this Condominium Plat as of the date listed below.

Raymond Stuenkel, Brown County Treasurer
Brown County Treasurer _____ Date _____

Unit 1:	Unit 2:
Basement = 792 sq. ft.	Basement = 792 sq. ft.
First Floor = 792 sq. ft.	First Floor = 792 sq. ft.
Second Floor = 887 sq. ft.	Second Floor = 887 sq. ft.
Garage = 476 sq. ft.	Garage = 476 sq. ft.
Total Approximate Unit Area	Total Approximate Unit Area
2,747 sq. ft.	2,747 sq. ft.