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**CHERYL BERKEN
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RECORDED ON
05/21/2025 04:27 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #**

PAGES: 20

**DECLARATION OF
141 CAVIL WAY / 180 EAST RIVER
DRIVE CONDOMINIUM**

Return to:

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DeWitt LLP
2391 Holmgren Way
Green Bay, WI 54304

VS20

D-575

Parcel Number

This Declaration of 141 Cavil Way / 180 East River Drive Condominium ("**Declaration**") is made this 20th day of May, 2025 by Alimary WI Real Estate Holdings, LLC, a Wisconsin limited liability company ("**Declarant**") as a small condominium under Wis. Stat. 703.365.

**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 ("**Property**"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes ("**Condominium Ownership Act**").

**ARTICLE II
NAME; DESCRIPTION OF PROPERTY**

2.01. Name. The name of the condominium created by this Declaration is the 141 Cavil Way / 180 East River Drive Condominium ("**Condominium**").

2.02. Legal Description. The land comprising the Condominium is located in the Town of Ledgeview, County of Brown, State of Wisconsin, and is legally described as:

All of Lot 20, River Ridge Properties of Ledgeview, recorded in Volume 20, Page 184 of Plats as Document No. 1622174, being part of Lot 39, Loy's Subdivision of Private Claim Number 32 recorded in Volume 8 Page 23 of Plats, located in Private Claim 32 East Side of the Fox River, Town of Ledgeview, Brown County, Wisconsin, containing 19,503 Square Feet (0.4477) of land, subject to all easement and restrictions of record.

("Land").

2.03. Address. The addresses of the units of the Condominium are:

Street Address

Unit 1 – 141 Cavil Way, De Pere, WI 54115

Unit 2 – 180 E. River Drive, De Pere, WI 54115

**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 a single building as identified on the condominium plat attached hereto as **Exhibit A** and made a part hereof ("**Condominium Plat**"). Each owner of a Unit is referred to as a Unit Owner. Where 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 lower surface of the top of the concrete consisting of the garage or foundation extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be the vertical planes of the outside surface of the studs supporting the common interior wall between the Units and the exterior surface of the studs supporting all other walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03. Description of Units. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(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, floor coverings, walls, wall coverings, baseboard, 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 sewer lines serving 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 each building and any portion of the plumbing, electrical, or mechanical systems of the building serving more than one (1) Unit, even if located within a single Unit.

ARTICLE IV COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements ("*Common Elements*") include the following:

- (a) The common wall along the vertical planes of the inside surface of the studs between the Units;
- (b) The sheeting and exterior wall coverings of the Building;
- (c) Any privacy wall adjacent to the Units and located on the Land
- (d) The roof of the building above the interior lower surface of the supporting members of the roof above the highest level of the living area of the Units;
- (e) Any ponds or pedestrian walkways, if any, situated on the Land;
- (f) Any communication equipment benefiting all Unit Owners; and
- (g) Any other portion of the improvements to the Land that is not part of the Unit as described above and benefits all Unit Owners.

4.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of one (1) of the Unit Owners of one of the Units. Such Common Elements shall be referred to collectively as "**Limited Common Elements**". The following Limited Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) the Land lying on either side of the vertical plane between the Units.
- (b) All driveways, sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit;
- (c) Any propane tanks and equipment located on or under the Land serving a single Unit;
- (d) Any irrigation system installed by a Unit Owner upon the common Land;
- (e) Any shed located on the Land serving a single Unit;
- (f) Any mailbox intended for the use of a Unit Owner; and
- (g) Any other portion of the improvements to the Land that is not part of the Unit as described above and benefits only one of the Unit Owners.

4.03. Conflict Between Boundaries; Common Element Boundaries.

(a) If any portion of any Unit shall encroach upon any other Unit, Common Elements or Limited 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 shall be conclusively presumed to be the boundaries of such Units, 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.

(b) If any portion of the Common Elements or Limited Common Elements shall encroach upon any Unit 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.

**ARTICLE V
PERCENTAGE INTERESTS; VOTING**

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be fifty percent (50%).

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include

the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. Each Unit Owner shall have one (1) vote at a meeting of the Association (as defined in Article VII) which shall be one (1) vote per Unit.

5.04. Multiple Owners. If there are multiple owners of any Unit, they shall designate who will vote their Unit.

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

ARTICLE VI NO RIGHT TO EXPAND

Declarant hereby waives any right to expand the Condominium.

ARTICLE VII CONDOMINIUM ASSOCIATION

7.01. General. All Units shall be entitled to and required to be a member of the association of Unit Owners known as 141 Cavil Way / 180 East River Drive Condominium Association ("**Association**"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a manager selected by the Association. The Association shall be unincorporated. The powers and duties of the Association shall include those set forth in a Small Condominium Agreement ("**Agreement**"), the Condominium Ownership Act and this Declaration. 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 of the provisions of all rules and regulations established by the Association (collectively, the Rules and Regulations), this Declaration and the Agreement. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. Board of Directors. The affairs of the Association shall be governed by a board of directors, consisting of two directors, one appointed by each Unit Owner.

7.03. Maintenance and Repairs.

(a) **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean and attractive order and repair.

(b) **Units and Limited Common Elements.** 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 all Limited Common Elements (including driveways, walkways, fences, decks and patios). Each Unit and the Limited Common Elements shall at all times be kept in good condition and repair. If any Unit, or a portion of any Unit or a Limited Common Element 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 Owner of such Unit, shall have the right to correct such condition or to restore the Unit or Limited Common Elements to their condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit or upon any Limited Common Element for the purpose of doing so, and the Unit Owners of such Unit or Limited Common Element shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements 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 is required as a result of an alteration to a Unit or Limited Common Element by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any manager), the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner 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 of any Common Elements.

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

7.05. General Assessments. The Association may, whenever necessary or appropriate, levy monthly general assessments ("**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 interest in the Common Elements.

General Assessments shall be due in advance on the first day of each month. Any General Assessment not paid when due shall bear interest until paid, at the rate of twelve percent (12%) per annum, together with interest, collection costs, and reasonable attorney fees, and shall further constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

7.06 Limited Common Element Assessments. The Association may, whenever necessary or appropriate, levy assessments against the affected Unit Owner for any maintenance, repair or replacement of a Limited Common Element in the Condominium ("**Limited Common Element Assessments**"). Any Limited Common Element Assessments or installment not paid when due shall accrue interest until paid at the rate of twelve percent (12%) per annum, together with the interest, collection costs and reasonable attorney's fees, and shall further 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 Limited Common Element Assessment becomes due as provided in the Condominium Ownership Act.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments ("**Special Assessments**") against the Unit Owners, or either of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, 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 Assessments or installment not paid when due shall bear interest until paid at the rate of twelve percent (12%) per annum, together with the interest, collection costs, and reasonable attorney fees, and shall further constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08. Statutory Reserve Account Statement. The Condominium elects to not maintain a statutory reserve account in accordance with Wis. Stat. § 703.163. Notwithstanding such election, the Association may establish a reserve account to offset the cost of future repairs and expenses.

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

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

7.11. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association ("**Manager**") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Certain services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager

under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

**ARTICLE VIII
ALTERATIONS AND USE RESTRICTIONS**

8.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and does 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 Unit and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

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

8.02. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose, except any commercial use that is permissible under local zoning.

8.03. Nuisances. No nuisances shall be allowed upon 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. 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 or Limited Common Elements that increases the cost of insurance to other Unit Owners.

8.04. 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 four (4) months;

(b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease which shall not be unreasonably withheld;

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

(d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Agreement, 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 Agreement 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.

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

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Agreement 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.

8.05. Signs. Except as permitted by Wis. Stat. §703.105, no sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association.

8.06. Garbage and Refuse Disposal. Each Unit Owner shall be responsible for the removal and disposal of trash, garbage, and waste. No trash, garbage or waste is permitted in the Common Elements and shall only be placed in the Limited Common Elements not more than forty-eight (48) hours prior to removal.

8.07. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked in any Common Element.

ARTICLE IX INSURANCE

9.01. Fire and Extended Loss Insurance. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for their respective Unit, Limited Common Elements, and their proportionate share of the Common Elements and all improvements located thereon for not

less than the full replacement value thereof and shall name the Association as an additional name insured. Copies of such policies shall be provided to the Association. In the event of damage to or destruction to the Common Elements or Limited Common Elements insured, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. Liability Insurance. Each Unit Owner shall maintain a comprehensive liability insurance policy in an amount of at least Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence and One Million and 00/100 Dollars (\$1,000,000.00) in aggregate for any personal injury and/or property damage which shall name the Association as an additional insured.

9.03. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of a Unit Owner to be subrogated to any right of another Unit Owner or the Association 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 the Unit Owners under the terms of this Declaration, 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 any party for whose acts, omissions, or negligence the other party is responsible.

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

10.01. Determination to Reconstruct or Repair. If all or any part of the Unit, Common Elements or Limited Common Elements become damaged or are destroyed by any cause, the damaged Unit, Common Elements or Limited Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to twenty percent (20%) of the value of the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, the issue of whether to repair or reconstruct shall be subject to the arbitration provisions set forth in the Agreement.

10.02. 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 damaged Unit, Common Elements or Limited Common Elements, unless the other Unit Owner and a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications. 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.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or

reconstruction of the damaged Common Elements or Limited Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. 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 Property has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, either a Limited Common Element Assessment or a Special Assessment, as the case shall be, shall be made against the affected Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements or Limited Common Elements shall be in proportion to each affected Unit Owner's percentage interest in the Common Elements or Limited Common Elements, as the case may be. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements, Limited Common Elements or any Property taken by eminent domain are referred to herein as Construction Funds. It shall be presumed that the first monies 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 affected Unit Owners according to their respective percentage interests in the Common Elements or Limited Common Elements, as the case may be.

10.07. Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI CONDEMNATION

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

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements or Limited Common Elements shall be allocated to the Unit Owners in proportion to their respective percentage interest in the Common Elements or Limited Common Elements, as the case may be.

11.02. Determination to Reconstruct Common Elements or Limited Common Elements. Following the taking of all or part of the Common Elements or Limited Common Elements, they shall be restored or reconstructed.

11.03. Plans and Specifications for Common Elements or Limited Common Elements. 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 taken Common Elements or Limited Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications.

11.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements or Limited Common Elements, 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.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements or Limited Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments or Limited Common Element Assessments shall be made against the affected Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be in proportion to the affected Unit Owner's respective percentage interest in the Common Elements or Limited Common Elements, as the case may be.

11.06. Surplus in Construction Funds. It shall be presumed that the first monies 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 affected Unit Owners in proportion to their respective percentage interests in the Common Elements or Limited Common Elements, as the case may be.

ARTICLE XII MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit ("*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 Agreement.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Agreement or any rules and regulations.

(c) Any physical damage to the Common Elements or Limited Common Elements in an amount exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00).

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 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.

12.03. 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.

12.04. 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 Units unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII 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 seventy-five percent (75%) of the total voting interests held by all Unit Owners. No Unit Owners consent shall be effective without the consent of the first mortgagee of such Unit. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Brown County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIV 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 which 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 Town of Ledgeview or the County of Brown to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition,

or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against the other 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 for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Agreement 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 Agreement or Rules and Regulations.

ARTICLE XV GENERAL

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

15.02. 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, the Common Elements or the Limited Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements or Limited Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements, Limited Common Elements and other areas as described in Article IV. 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.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Agreement 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 upon Declarant shall be given to the agent for service of process specified in Section 15.05. All owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association 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 the Association.

15.04. 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.

15.05. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is **Mary K. Mardan**, 2501 W. Crais Ct., De Pere, WI 54115. The resident agent may be changed by the Association in any manner permitted by law.

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

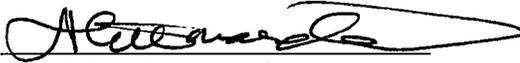
[signature page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed the date first written above.

Declarant:

Alimary WI Real Estate Holdings, LLC

By: 
Mary K. Mardan, *Member*

By: 
Ali H. Mardan, *Member*

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally, came before me this 20th day of May, 2025, **Mary K. Mardan** and **Ali H. Mardan**, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Michael S. McGuire
Notary Public, State of Wisconsin
My Commission is Permanent

This Document Drafted By:
Attorney Michael S. McGuire
DeWitt LLP
2391 Holmgren Way
Green Bay, WI 54304
(920) 499-5700

MICHAEL S. MCGUIRE
Notary Public
State of Wisconsin

EXHIBIT A
Legal Description

EXHIBIT A
Condominium Plat

141 Cavil Way/180 East River Drive Condominium

All of Lot 20, River Ridge Properties of Ledgewick, recorded in V20 P184 of Plats as Doc 1622174, being part of Lot 39, Loy's Subdivision of Private Claim Number 32 recorded in V8 P23 of Plats, located in Private Claim 32 East Side of the Fox River, Town of Ledgewick, Brown County, Wisconsin.

- Notes:
- Limited Common Elements are depicted on this Plat as "LCE".
 - Limited Common Elements include: Patios, Service Walks and Driveways.
 - All areas within the condominium boundary are Common Elements unless depicted as "Unit" or "LCE".
 - All exterior surfaces of building are Common Elements.
 - There is a 10' Easement for Sanitary Lateral centered on existing sanitary line going into building for maintenance and use of said lateral. Said Easement benefits both unit owners.

LEGEND

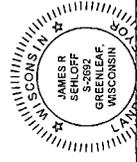
- 1.3" OD x18" Iron Pipe @ 1.68 lbs/LF Set
- 1" Iron Pipe Found
- ⊕ Section Corner As Noted

LAND DESCRIPTION

All of Lot 20, River Ridge Properties of Ledgewick, recorded in V20 P184 of Plats as Doc 1622174, being part of Lot 39, Loy's Subdivision of Private Claim Number 32 recorded in V8 P23 of Plats, located in Private Claim 32 East Side of the Fox River, Town of Ledgewick, Brown County, Wisconsin, containing 19,503 Square Feet (0.4477 Acres) of land, subject to all easements and restrictions of record.

SURVEYOR'S CERTIFICATE

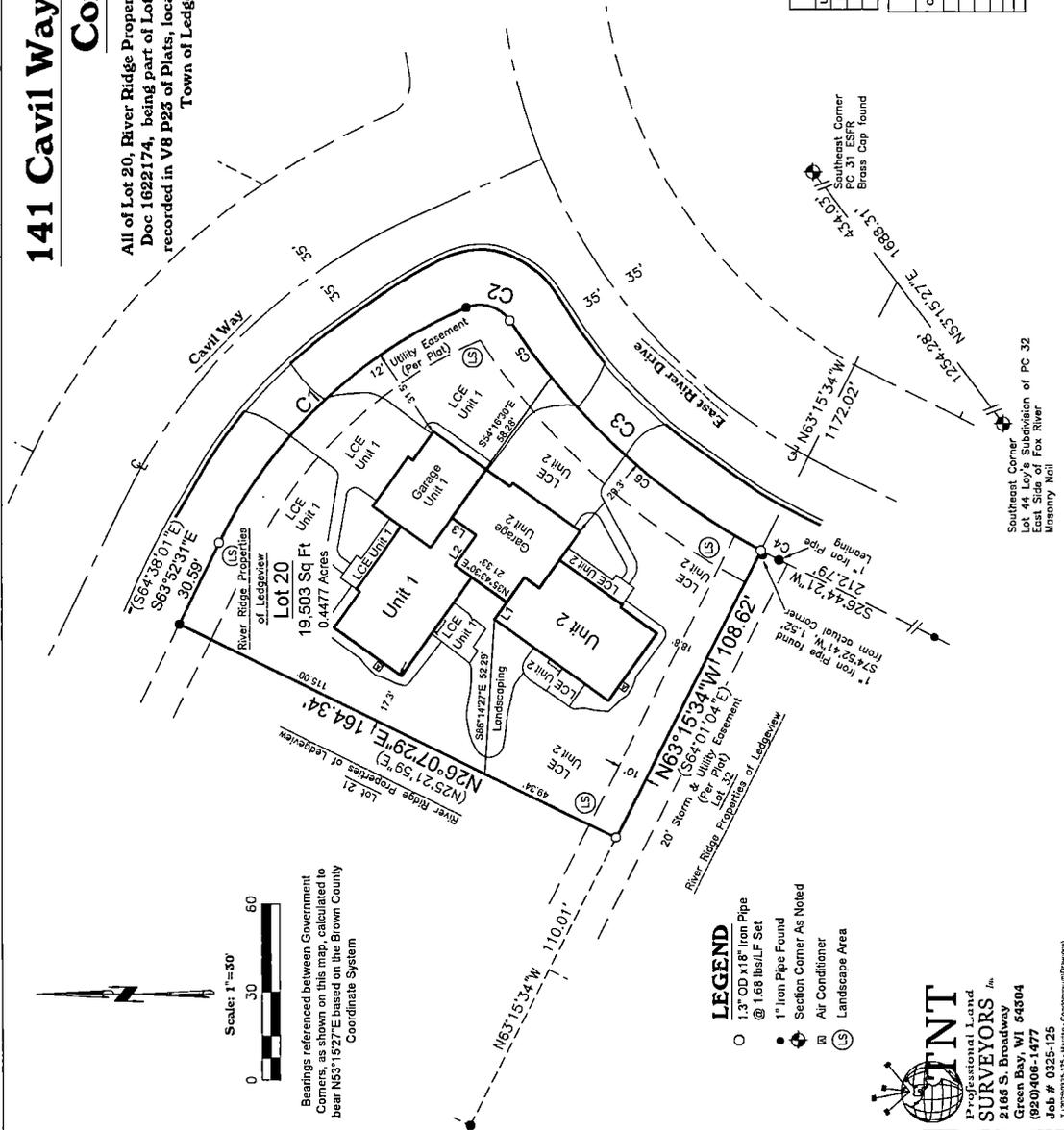
I, James R. Schloff, Professional Land Surveyor No. 2692, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the Exterior boundary lines of this Condominium Plat and the location of each Unit, Limited Common Elements and Common Elements can be determined from this plat.



James R. Schloff, PLS 2692, SURVEYOR Date

LINE TABLE		
Line	Bearing	Distance
L1	S54°16'30"E	7.25'
L2	S54°16'30"E	12.00'
L3	N35°43'30"E	10.59'

Curve Table							
Curve	Radius	Arc Length	Delta	Chord Bearing	Chord Length	Bearing-in	Bearing-Out
C1	165.00'	117.91'	40°56'43.7"	N43°24'08"W	113.82'	N22°55'48"W	N63°52'31"W
C2	12.00'	16.99'	79°40'25.3"	S16°05'56"W	15.37'	N56°44'38"E	N22°55'48"W
C3	235.00'	115.89'	28°14'47.7"	N40°37'14"E	114.08'	S54°44'38"W	S22°25'04"W
C4	235.00'	24.75'	5°47'23.8"	S55°25'03"W	23.74'	S68°44'38"W	S54°44'38"W
C6	235.00'	92.10'	22°22'21.9"	S39°43'31"W	91.52'	S50°57'12"W	S22°25'04"W



SKINT
Professional Land
SURVEYORS, Inc.
2186 S. Broadway
Green Bay, WI 54304
(920)406-1477
Job # 0325-125

1-800-925-185 - Madison - Green Bay - De Pere

