

328896

CONDOMINIUM DECLARATION

OF

CONDITION, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

CAVALIER TOWNHOUSES

REGISTER'S OFFICE } 95.

Bayfield County, Wis.

RECORDED AT 9A. M.

ON JUL 6 - 1979 IN

Vol. 329 of Rec. Page 362-380 Enc

Otto Korpela

REGISTER OF DEEDS

The Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Sections 703.01 to 703.28, Wisconsin Statutes (hereinafter sometimes referred to as the "ACT") this 2nd day of July, 1979, by Cavalier Enterprises Inc., a corporation consisting of:

(hereinafter referred to as "Declarant")

1. Statement of Declaration.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements heretofore or hereafter to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Exhibit A which is made a part hereof with all buildings and improvements thereon (hereinafter referred to as "the property") and known as Cavalier Townhouses, which is held and shall be held, conveyed, devised, leased, encumbered, used, improved, and in any manner otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. Description and Location of Buildings.

There shall be one building on the real estate described in Exhibit A above which building shall be a maximum three stories in height and shall contain a total of two units. Said building is principally of frame construction. The building is located on the real estate as indicated in the survey marked Exhibit B attached hereto and made a part of this Declaration.

3. Identification of Units.

A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings as said boundaries are shown on the building and floor plans attached hereto as Exhibit C, together with all fixtures and improvements therein contained.

The 4 units are designated by the address number and unit number as set forth on Exhibit C attached hereto. A complete listing of units together with post office address is attached hereto as Exhibit D and made a part hereof. The 4 units consist of 4 three bedroom units. The three bedroom units include a living room, a dining-kitchen area, two half bathrooms, and three bedrooms and storage area. The location, area, immediate common areas to which the units have access and further details identifying the units are as set forth in Exhibits B and C attached hereto and made a part hereof.

4. Common Area and Facilities.

The common areas and facilities shall consist of all of Cavalier Townhouses, except the individual units and limited common area, as each of the aforementioned is hereunder defined, including, without limitation, the land on which the building or buildings are located; bearing walls; floor and ceilings (except the interior surfaces thereof, which form the outer boundaries of a unit); roofs; foundations; pipes; ducts; electrical wiring and conduits; centralized utility services; public utility lines; water and sewer laterals; outside walls; girder, beams and support; and the basement, walks.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses provided that the unit owner shall do nothing to impair the structural integrity of the buildings or the soundproofing of common walls between the units, and provided further that the common areas and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement.

Easements are hereby granted and declared for the benefits of the unit owners and the association for the installation, maintenance and repair of common utility services in and on any part of the units, as described in Paragraph 3.

5. Limited Common Areas.

(a) A portion of the common areas and facilities are designated as "limited common areas". Such limited common areas consist of the balconies and patio areas adjacent to the units and they are reserved for the exclusive uses of the owner or owners of such unit or units to which they are adjacent.

(b) The manner of use of such limited common area shall be governed by the By-Laws of, and such rules and regulations as may be established by the Association (hereinafter described), and no unit owner shall decorate landscape or adorn any limited common areas, or permit such, in any manner contrary to such By-Laws and rules and regulations.

6. Percentage of Ownership In Common Areas and Facilities and Limited Common Areas.

Each unit owner shall own an undivided interest in the common areas and facilities and limited common area as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities and limited common areas for all purposes incident to the use and occupancy of his

unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of undivided interest in the common areas and facilities and limited common areas relating to each unit and its owner for all purposes, including voting, shall be determined by dividing the number one (1) by the number four.

7. Purpose.

All buildings and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws of the Association.

8. Service of Process.

The person to receive service of process shall be ROBERT SPEARS, 122 W. Bayfield Street, Washburn, Wisconsin, 54891, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Bayfield County.

9. Association of Unit Owners.

(a) Duties and Obligations.

All unit owners shall be entitled and required to be a member of an association of unit owners to be known as the Cavalier Townhouses of Unit Owners I (herein "Association"), which shall be responsible for carrying out the purposes of this Declaration including the exclusive management and control of the common areas and facilities and limited common areas. Such Association may be incorporated as non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and regulations of the Association.

(b) Voting Rights.

The association shall have two classes of voting membership as follows:

1. Class A -- Class A member shall be all unit owners, with the exception of the Declarant, and shall have one vote for each unit owned;

2. Class B -- Class B member(s) shall be the Declarant and shall be entitled to four votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events;

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or

(b) December 31, 1981.

10. Right of Declarant To Dispose of Units.

Declarant shall have the right to dispose of units by land contract or by such other form of installment sale as it may choose, in the event that Declarant shall be forced to foreclose or otherwise recover possession of any unit as the result of the default of a purchaser under such an installment sale Declarant shall be free to dispose of any such unit by

any means whatsoever. Nothing herein contained shall in any way restrict Declarant's right to lease units not otherwise disposed of.

11. Unit Owner's Rights with Respect to Interiors.

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceiling, floors and doors forming the boundaries of his unit and all walls, ceiling, floors and doors within such boundaries, provided that such unit owner shall take no action which in any way will materially change any common walls. Partition walls of a nonstructural nature may be erected pursuant to the terms of paragraph 4 above.

12. Repairs and Maintenance.

(a) Common Areas and Facilities.

The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives and access routes, and maintenance and repair of all landscaping.

(b) Limited Common Areas and Individual Units.

Each unit owner shall keep the limited common areas appurtenant to his unit, as defined herein in paragraph 5, hereof, in a good, clean, sanitary and attractive condition. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air-conditioning equipment, dishwashers, disposals, ranges, or other equipment which may be in, or connect with, the unit.

(c) Prohibition Against Structural Changes by Owner.

A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes, or improvements to his unit, or in or to the exterior of any building or any common or limited common areas and facilities. A unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

(d) Entry for Repairs.

The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

(c) Association Personnel.

The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary to advisable for the proper operation of the project. The Association may arrange with others to furnish lighting, heating, water, trash collection, sewer service and such other common services as may be required to each unit.

13. Destruction and Reconstruction.

In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all unit owners agree not to rebuild or repair. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than 5% from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided in paragraph 15 hereof. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

14. Insurance

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for all unit owners and their respective mortgagees as their interests may appear. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, within thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with paragraph 14, hereof, the proceeds of the insurance shall be paid to the Association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any as their respective interests may appear.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary powers to negotiate such combination of insurance protection on any equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all policies shall be provided to each mortgagee.

Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any insurance coverage on his improvements or betterments which will not duplicate any insurance provided by the Association of Unit Owners.

The Board of Directors shall also provide public liability insurance covering the common areas and facilities and general common areas in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time. The Board of Directors may also provide "additional living expense" insurance for the benefit of unit owners.

15. Liability for Common Expenses.

The costs of administration of the Association, repair, maintenance and other expenses of the common areas and facilities and limited common areas, shall be paid for by the Association and assessments shall be made against the unit owners, as well as the units themselves, for such expenses as provided in the By-laws of said Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use of enjoyment of any of the common, or limited common areas and facilities or by the abandonment of his unit; and no conveyance shall relieve the unit owner grantor therein or his unit of such liability, and he shall be jointly, severally and personally liable for such common expenses along with his grantee in any such conveyance until all expenses charged to his unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, as provided in the "Act," until paid, against the unit to which charged without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to units.

16. Partition of Common Elements Prohibited.

There shall be no partition of the common areas and facilities and limited common areas through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners.

17. Conveyance to Include Interests in Common Areas and Facilities and Limited Common Areas.

No unit owners shall execute any deed, mortgage, lease or other instrument effecting title to such unit ownership without including therein both their interest in the unit and their corresponding percentage of ownership in the common, and limited common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. Failure of Association to Insist on Strict Performance No Waiver.

The failure of the Association to insist in any one or more instances, upon the strict performance of any of the terms, covenance, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach

of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

19. Expandability.

(a) The area comprised within the present development property is herein denominated the "Condominium Area." The Declarant reserves the right, to be exercised in its sole discretion, from time to time within the next five (5) years of the date of recordation of this Declaration, to annex to the Condominium Area all or a portion of the land described in Exhibit E which is made a part hereof, which land is herein denominated the "Development Area." Such annexations shall be by the recordation of an amended Condominium Declaration (the "Amended Declaration") and no rights of any character whatsoever of any unit owner in annexations within the Development Area shall attach until such Amended Declaration is recorded annexing part or all of the Development Area to the condominium hereby created. Upon the recording of such Amended Declaration, the land therein described shall be deemed to be governed in all respects by the provisions of this Declaration of Condominium. The Developer further reserves the right in its sole discretion, to add land to the Development Area by a declaration stating such intention and describing the land so added.

(b) Any amended condominium declaration which is filed to accomplish annexation of land to the Condominium Area as aforesaid shall prescribe and adjust the percentage ownership in the common elements for all units, if any, created by said Amended Declaration, and for all units created by prior Amended Declarations, if any and for all units created by this Declaration of Condominium, on the following basis:

(1) For the purposes of this section, the following definitions shall be controlling:

At the time of recordation of each Amended Declaration,

(a) Existing Units and Existing Common Elements shall mean, respectively, those units and common elements in existence prior to the creation of New Units and New Common Elements by each aforesaid Amended Declaration, whether created by a prior Amended Declaration or by this Declaration of Condominium.

(b) New Units and New Common Elements shall mean, respectively, those units and common elements which are created and added by each aforesaid amended declaration.

(c) Aggregated Units and Aggregated Common Elements shall mean, respectively, the sum of all Existing Units and New Units, and the sum of all Existing Common Elements and New Common Elements.

(2) At the time of recordation of each Amended Declaration, the value of the property as a whole shall be the sum of the values of all Existing Units and New Units. All Existing Units shall be valued at the value of equivalent New Units. The percentage ownership in the Aggregated Common Elements which is appurtenant to each unit shall be the ratio of the value of each of the Aggregated Units to the value of the Property as a whole, multiplied by 100.

The recording of an Amended Declaration pursuant to this section shall not alter or affect the amounts due from any owners of Existing Units for common expenses or other assessments, nor shall it alter or affect the lien securing such amounts.

(c) Each deed of a unit is given on conditional limitation toward the end that the percentage interest of the grantees in the common elements shall be divested pro tanto and vest in the grantees of other units in accordance with the terms of this condominium declaration and amended declarations which may be recorded pursuant hereto. Also, right of revocation may be reserved in the Declarant to aid in accomplishing this purpose.

Each deed to a unit shall be deemed to reserve the Declarant the power to appoint to unit owners, from time to time, the percentages in the common elements set forth in amended declarations and the acceptance of such a deed by the grantees therein shall constitute the following on his part and on the part of all those claiming under him including mortgagees:

(1) A grant of an irrevocable power to the Declarant, acting by and through its authorized officers, partners, its successors, assigns or designated, and each of them, as attorney in fact, to shift the percentages of undivided ownership interest in the common elements in accordance with the provisions of this declaration and of amended declarations recorded pursuant hereto and

(2) An agreement with and consent to the following propositions:

(a) That the percentage of undivided ownership interest in the common elements of each unit shall automatically be shifted and reallocated in the manner set forth in each recorded amended declaration;

(b) That upon the recording of each such amended declaration, the amount by which the percentage undivided interest in the common elements of each unit is reduced by said amended declaration shall thereby be released and divested by and from the owner of the unit and reallocated among other owners of units as set forth in such amended declaration;

(c) That foregoing provisions of this article are designed to accomplish a valid shifting in the percentages in the common elements among the various unit owners as more units are added. None of said provisions shall invalidate the other but each shall be deemed supplementary to the other for accomplishing their goal; and

(d) Revocable power referred to in subparagraph (1) above shall be coupled with an interest in at least one unit to be owned and held by Declarant in the condominium project until all of the units in the condominium project are conveyed by the Declarant.

(e) That this declaration is in accordance with the Unit Ownership Act.

20. Condemnation.

In case of taking or damaging by exercise of the power of eminent domain, or in the event of damage to or destruction of less than all the condominium buildings, only owners of units in buildings so affected by condemnation, damage or destruction shall participate in the award or proceeds of hazard insurance, allocating 100% of the award or insurance proceeds among the unit holders in the buildings so affected according to their percentage share of the common elements increased as aforesaid to a total of 100%. Where buildings are permanently eliminated from the condominium as a result of condemnation or destruction, the interests of the remaining unit holders in the remaining common elements are increased pro tanto to 100% according to their respective percentages of the common elements as so increased. An amended declaration shall be filed of record reflecting the changes in the percentage of the common elements. Such amended declaration when filed of record shall relate back to a time immediately prior to taking or destruction aforesaid.

21. Amendments to Declaration.

Except as otherwise provided by the "Act," and paragraph 20 hereof, with respect to percentage of interest as provided in paragraph 6 hereof, this Declaration may be amended by an affirmative vote of not less than 3/4 of all votes entitled to be cast by unit owners in the condominium project following the initial sale of all 6 units by the Declarant herein. Prior to such time the consent in writing of the Declarant, his successors or assigns, shall also be required. Copies of such 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 Bayfield County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association. This Declaration shall not be revoked except as provided by law.

22. Notices.

All notices and other documents required to be given by this Declaration or the By-laws of the Association shall be sufficient if given to one 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 specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and such Secretary shall be deemed to have discharged his 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.

23. Easements, Reservations and Encroachments.

(a) Easements are hereby declared and granted for the benefit of the unit owners, the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common areas and facilities.

(b) In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common areas and facilities, or limited common areas, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities, or limited common areas, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common areas or facilities, or limited common areas, if such encroachment occurred due to the willful conduct of said owner or owners.

(c) All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this paragraph 23.

whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

25. Severability.

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

IN WITNESS WHEREOF, the said CAVALIER ENTERPRISES, INC. a Corporation, Declarant ~~5th~~ executed this Declaration at Cable, this 5th day of July, 1979.

In Presence of:

Terrance Pogwizd
Terrance Pogwizd

Robert M. Spears
Robert M. Spears

CAVALIER ENTERPRISES, INC.

By Anton Wachtler
Anton Wachtler, President

By: Elsie Wachtler
Elsie Wachtler, Secretary



State of Wisconsin)
) SS.
Bayfield County)

Personally came before me this 5th day of July, 1979, the above named Anton Wachtler and Elsie Wachtler, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of said Corporation, by its authority.

Bonnie J. Jornd
Bonnie J. Jornd

THIS INSTRUMENT WAS DRAFTED BY:

ATTY. ROBERT M. SPEARS

Notary Public Bayfield County,
Wisconsin

My Commission Expires: 3-14-82

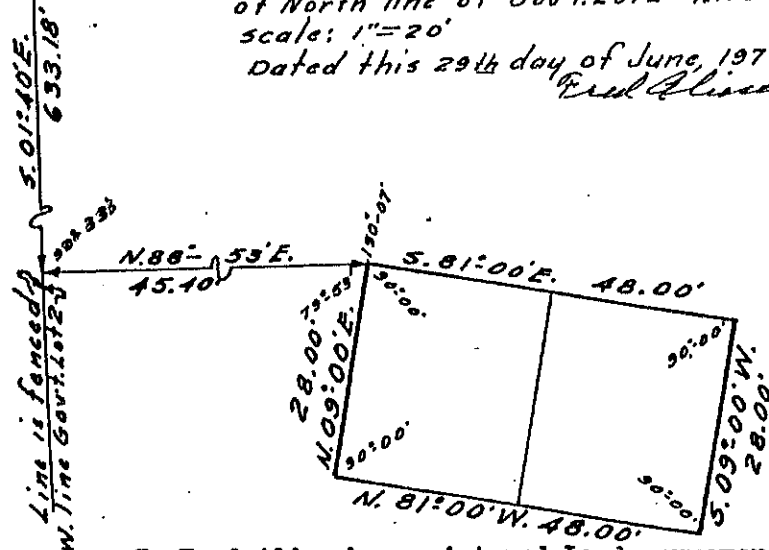


(10)

BAYFIELD COUNTY CERTIFIED SURVEY MAP

1/2 pipe found in fence line of N.W. cor. Govt. Lot 2
 1/2 pipe found on line
 N. 88° 53' E. N. Line Govt. Lot 2

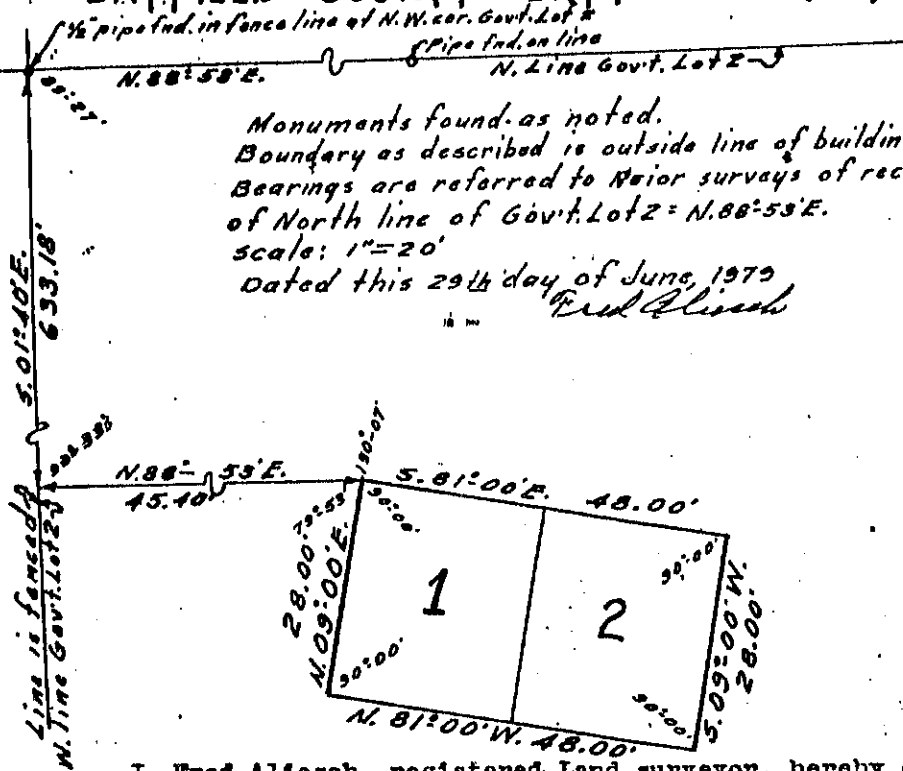
Monuments found as noted.
 Boundary as described is outside line of building wall.
 Bearings are referred to Major surveys of record
 of North line of Govt. Lot 2 = N. 88° 53' E.
 scale: 1" = 20'
 Dated this 29th day of June, 1979
 Fred Aliesch



I, Fred Aliesch, registered Land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the Town of Cable, and under the direction of Cavalier Enterprises, Inc., owner of said land, I have surveyed, divided and mapped this certified survey: That such certified survey correctly representx all exterior boundaries and the subdivision of the land surveyed; and that this land is located in Government Lot Two (2), Section Five (5), Town Forty-three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, to wit:

Commencing at the Northwest corner of Government Lot 2, thence South 01°-40' East, 633.18 feet, thence North 88°-53' East, 45.40 feet to the point of beginning; thence South 81°-00' East, 48.00 feet; thence South 09°-00' West, 28.00 feet; thence North 81°-00' West, 48.00 feet; thence North 09°-00' East, 28.00 feet to the point of beginning.

BAYFIELD COUNTY CERTIFIED SURVEY MAP



I, Fred Aliesch, registered Land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the Town of Cable, and under the direction of Cavalier Enterprises, Inc., owner of said land, I have surveyed, divided and mapped this certified survey: That such certified survey correctly representx all exterior boundaries and the subdivision of the land surveyed; and that this land is located in Government Lot Two (2), Section Five (5), Town Forty-three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, to wit:

Commencing at the Northwest corner of Government Lot 2, thence South 01°-40' East, 633.18 feet, thence North 88°-53' East, 45.40 feet to the point of beginning; thence South 81°-00' East, 48.00 feet; thence South 09°-00' West, 28.00 feet; thence North 81°-00' West, 48.00 feet; thence North 09°-00' East, 28.00 feet to the point of beginning.

CAVALIER TOWNHOUSES 1 & 2

BAYFIELD COUNTY CERTIFIED SURVEY MAP

N. 88°-53' E. N. line Gov't. Lot 2
 1/2 pipe fnd. in fence line pipe fnd. on line

Monuments found - as noted

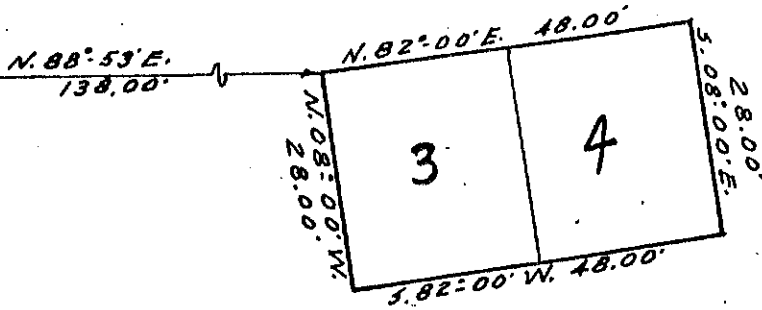
Boundary as described is outside line of Building wall.

Bearings are referred to prior surveys of record of North line of Gov't. Lot 2 = N. 88°-53' E.

Scale: 1" = 20'

Dated this 29 day of June 1979, Fred Aliesch

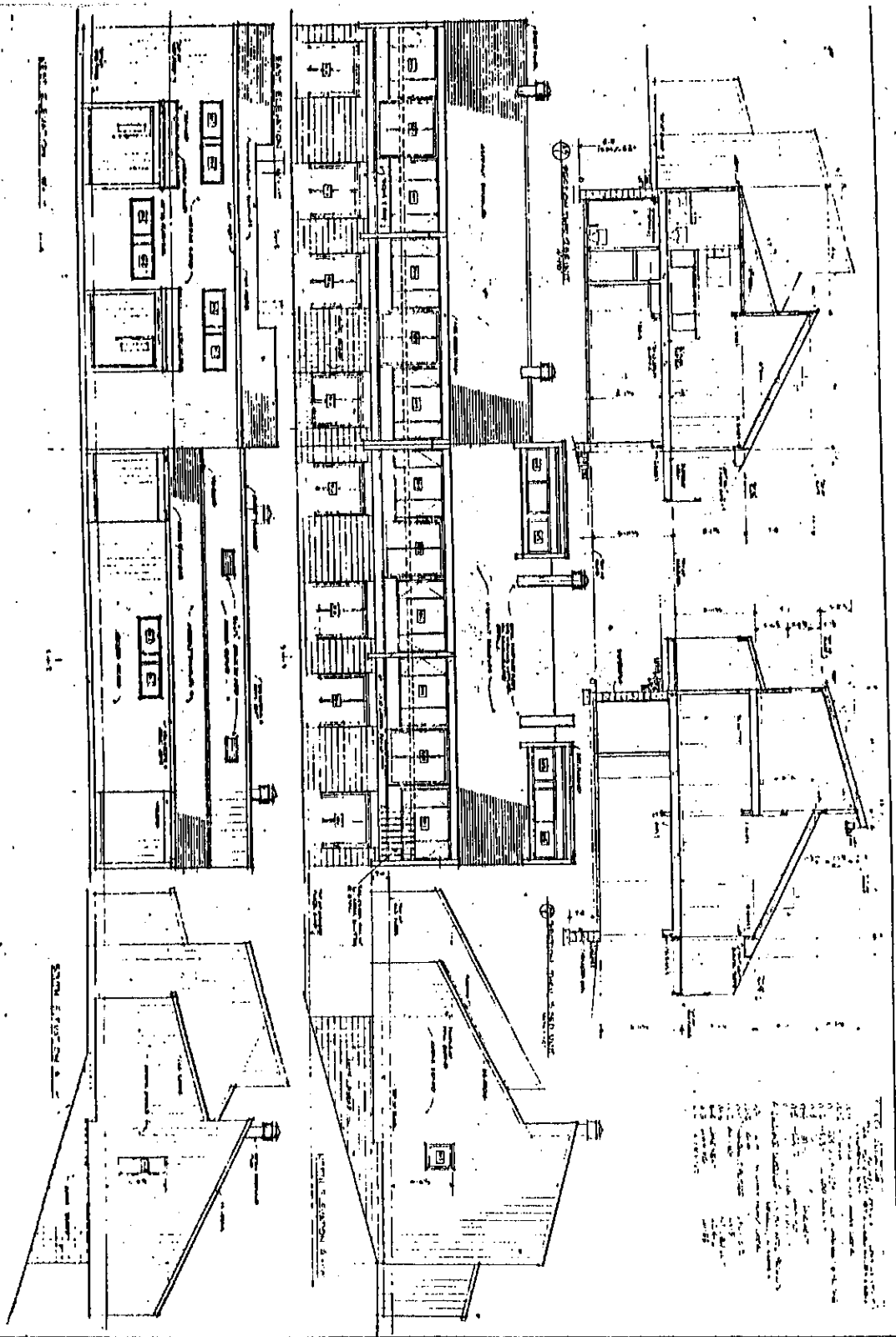
648.20
 5.01'-40" E.
 West line Gov't. Lot 2
 Line is fenced

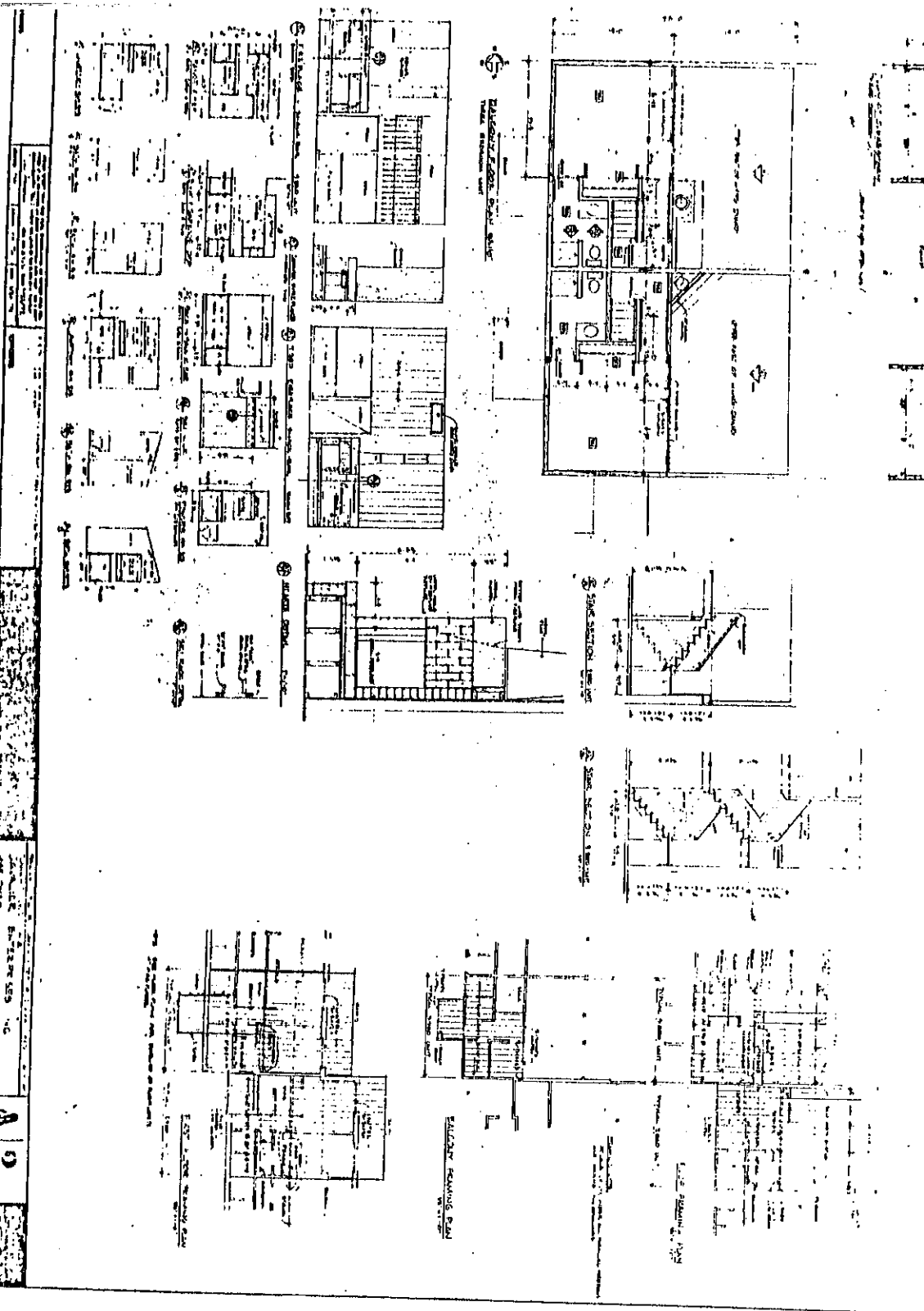


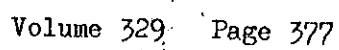
I, Fred Aliesch, registered land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the Town of Cable, and under the direction of Cavalier Enterprises, Inc., owner of said land, I have surveyed, divided and mapped this certified survey; That such certified survey correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in Government Lot Two (2), Section Five (5), Town Forty-three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, to wit:

Commencing at the Northwest corner of Government Lot 2, thence South 01°-40' East, 648.20 feet, thence North 88°-53' East, 138.00 feet to the point of beginning; thence North 82°-00' East, 48.00 feet; thence South 08°-00' East, 28.00 feet; thence South 82°-00' West, 48.00 feet; thence North 08°-00' West, 28.00 feet to the point of beginning.

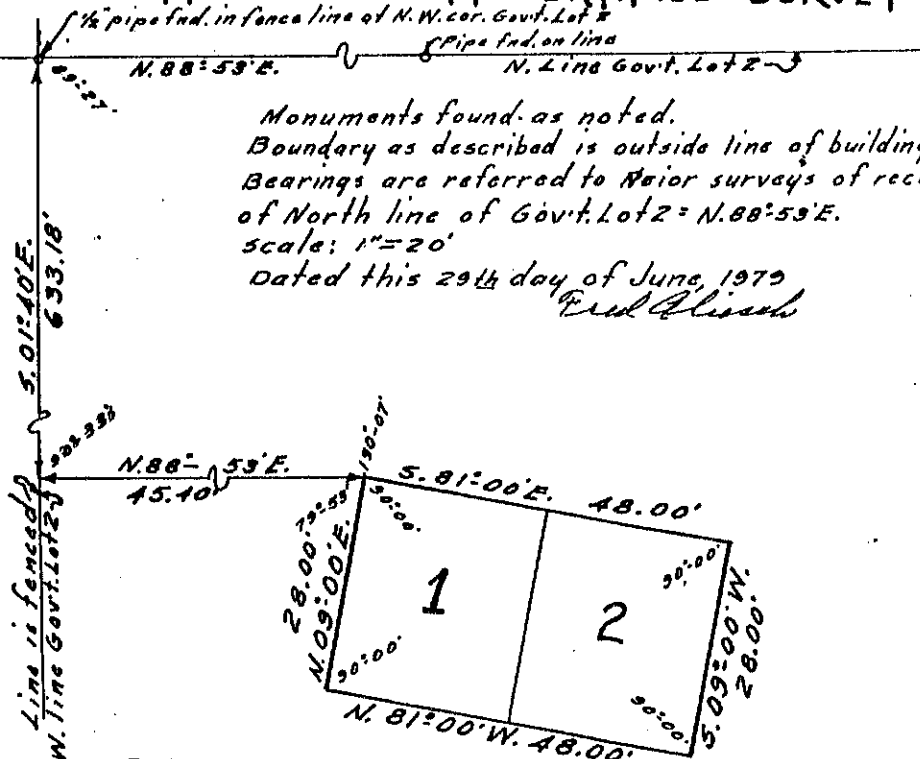
CAVALIER TOWNHOUSES 3 & 4







BAYFIELD COUNTY CERTIFIED SURVEY MAP



I, Fred Aliesch, registered Land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the Town of Cable, and under the direction of Cavalier Enterprises, Inc., owner of said land, I have surveyed, divided and mapped this certified survey; That such certified survey correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in Government Lot Two (2), Section Five (5), Town Forty-three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, to wit:

Commencing at the Northwest corner of Government Lot 2, thence South 01°-40' East, 633.18 feet, thence North 88°-53' East, 45.40 feet to the point of beginning; thence South 81°-00' East, 48.00 feet; thence South 09°-00' West, 28.00 feet; thence North 81°-00' West, 48.00 feet; thence North 09°-00' East, 28.00 feet to the point of beginning.

CAVALIER TOWNHOUSES 1 & 2

BAYFIELD COUNTY CERTIFIED SURVEY MAP

N. 88°-53'E.

N. line Gov't. Lot 2

1/2 pipe fnd. in fence line

pipe fnd. on line

Monuments found - as noted

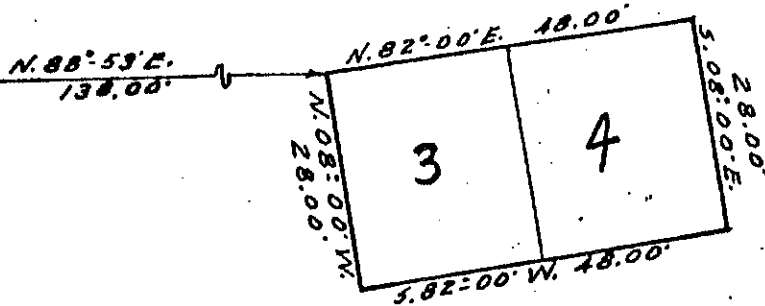
Boundary as described is outside line of Building wall.

Bearings are referred to prior surveys of record of North line of Gov't. Lot 2 = N. 88°-53'E.

Scale: 1" = 20'

Dated this 29 day of June 1979. Fred Aliesch

648.20
S. 01°-40'E.
West line Gov't. Lot 2



I, Fred Aliesch, registered land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the Town of Cable, and under the direction of Cavalier Enterprises, Inc., owner of said land, I have surveyed, divided and mapped this certified survey: That such certified survey correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in Government Lot Two (2), Section Five (5), Town Forty-three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, to wit:

Commencing at the Northwest corner of Government Lot 2, thence South 01°-40' East, 648.20 feet, thence North 88°-53' East, 138.00 feet to the point of beginning; thence North 82°-00' East, 48.00 feet; thence South 08°-00' East, 28.00 feet; thence South 82°-00' West, 48.00 feet; thence North 08°-00' West, 28.00 feet to the point of beginning.

CAVALIER TOWNHOUSES 3 & 4

SCHEDULE E

The West 250 feet of the South 200 feet of the North 750 feet of Government Lot 2, Section 5, Township 43 North, Range 7 West, Town of Cable, Bayfield County, less the following described parcel: Commencing at the Northwest corner of Government Lot 2, thence South $01^{\circ}-40'$ East, 633.18 feet, thence North $88^{\circ}53'$ East, 45.40 feet, to the point of beginning; thence South $81^{\circ}-00'$ East 48.00 feet; thence South $09^{\circ}-00'$ West, 28.00 feet; thence North $81^{\circ}-00'$ West, 48.00 feet; thence North $09^{\circ}-00'$ East, 28.00 feet to the point of beginning. Also commencing at the Northwest corner of Government Lot 2, thence South $01^{\circ}-40'$ East, 648.20 feet, thence North $88^{\circ}-53'$ East, 138.00 feet to the point of beginning; thence North $82^{\circ}-00'$ East, 48.00 feet; thence South $08^{\circ}-00'$ East, 28.00 feet; thence South $82^{\circ}-00'$ West, 48.00 feet; thence North $08^{\circ}-00'$ West, 28.00 feet to the point of beginning.

336524

AMENDMENT TO
CONDOMINIUM DECLARATION OF
CONDITION, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
CAVALIER TOWNHOUSES

REGISTER'S OFFICE } S.S.
Bayfield County, Wis.
RECORDED AT 2 P M.
ON OCT 17 1980 IN
Vol. 345 of Rec. Page 72-74

Otto Korpela

REGISTER OF DEEDS

The Condominium Declaration of Condition, Covenants, Restrictions and Easements for Cavalier Townhouses, dated July 5, 1979 and recorded in the office of the Register of Deeds for Bayfield County, Wisconsin on July 6, 1979, in Vol. 329 of Records on pages 362 to 380, inclusive, is amended as follows:

1) Paragraph No. 2 entitled Description and Location of Buildings is amended as follows:

Add Exhibit A-1 which is attached hereto. There shall be one building on the real estate described in Exhibit A-1, which building shall be a maximum three-stories in height and shall contain a total of two units. The further provisions in paragraph No. 2 as stated in the Condominium Declaration of July 5, 1979 shall remain.

2) Paragraph No. 3 on page 2 refers to an Exhibit C in the original condominium declaration. This was an error and the reference should be to Exhibit B.

3) Paragraph No. 21 of the original declaration, in speaking of the initial sale, refers to six units. This is an error and the number should have been four.

IN WITNESS WHEREOF, the said Cavalier Enterprises, Inc. has executed this Amendment to Condominium Declaration this 1st day of October, 1980.

IN PRESENCE OF:

CAVALIER ENTERPRISES, INC.

Karl J. Karow
Bonnie J. Jordan

By: *Terrance Pogwizd* (SEAL)
Terrance Pogwizd, Vice Pres.
Beverly J. Pogwizd (SEAL)
Beverly J. Pogwizd, Treasurer

STATE OF WISCONSIN)
COUNTY OF BAYFIELD) SS.

Personally came before me this 1ST day of OCTOBER,
1980, the above named Terrance Pogwizd and Beverly J. Pogwizd, to me
known to be the Vice President and Treasurer, respectively, of
Cavalier Enterprises, Inc. and acknowledged that they executed the
foregoing instrument as such officers as the act of the Corporation
by its authority.

Conrad J. Jornd
Notary Public Bayfield County, WI.
My Commission 3-14-82



EXHIBIT "A - 1"

BAYFIELD COUNTY CERTIFIED SURVEY MAP

N. 88°-53' E. N. line Gov't Lot 2
 1/2 pipe fnd. in fence line pipe fnd. on line

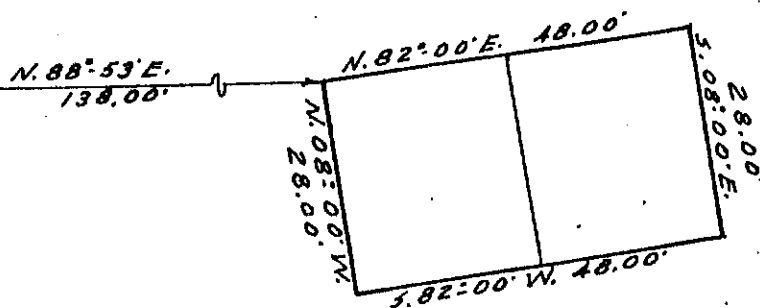
Monuments found - as noted

Boundary as described is outside line of Building wall.

Bearings are referred to prior surveys of record of North line of Gov't Lot 2 = N. 88°-53' E.

Scale: 1" = 20'

Dated this 29 day of June 1979. Fred Aliesch



I, Fred Aliesch, registered land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the Town of Cable, and under the direction of Cavalier Enterprises, Inc., owner of said land, I have surveyed, divided and mapped this certified survey: That such certified survey correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in Government Lot Two (2), Section Five (5), Town Forty-three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, to wit:

Commencing at the Northwest corner of Government Lot 2, thence South 01°-40' East, 648.20 feet, thence North 88°-53' East, 138.00 feet to the point of beginning; thence North 82°-00' East, 48.00 feet; thence South 08°-00' East, 28.00 feet; thence South 82°-00' West, 48.00 feet; thence North 08°-00' West, 28.00 feet to the point of beginning.

337906

REGISTER'S OFFICE } S.S.
Bayfield County, Wis.

RECORDED AT 4:15 P. M.

ON FEB 2 - 1981 IN

Vol. 348 of Rec. Page 343-345
Encl.

Otto Korpela

REGISTER OF DEEDS

AMENDMENT TO
CONDOMINIUM DECLARATION OF
CONDITION, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
CAVALIER TOWNHOUSES

The Condominium Declaration of Condition, Covenants, Restrictions and Easements for Cavalier Townhouses, dated July 5, 1979 and recorded in the office of the Register of Deeds for Bayfield County, Wisconsin on July 6, 1979, in Vol. 329 of Records on pages 362 to 380, inclusive, and amended by amendment dated October 1, 1980 and recorded October 17, 1980 in Vol. 345 of Records on pages 72 to 74, inclusive, is further amended as follows:

Exhibit D is amended by adding thereto the address.
Exhibit D as amended is attached hereto.

IN WITNESS WHEREOF, the said Cavalier Enterprises, Inc. has executed this Amendment to Condominium Declaration this 29th day of JANUARY, 1981.

CAVALIER ENTERPRISES, INC.

IN PRESENCE OF:

By:

Terrance Pogwizd (SEAL)
Terrance Pogwizd, Vice President

Beverly J. Pogwizd (SEAL)
Beverly J. Pogwizd, Treasurer

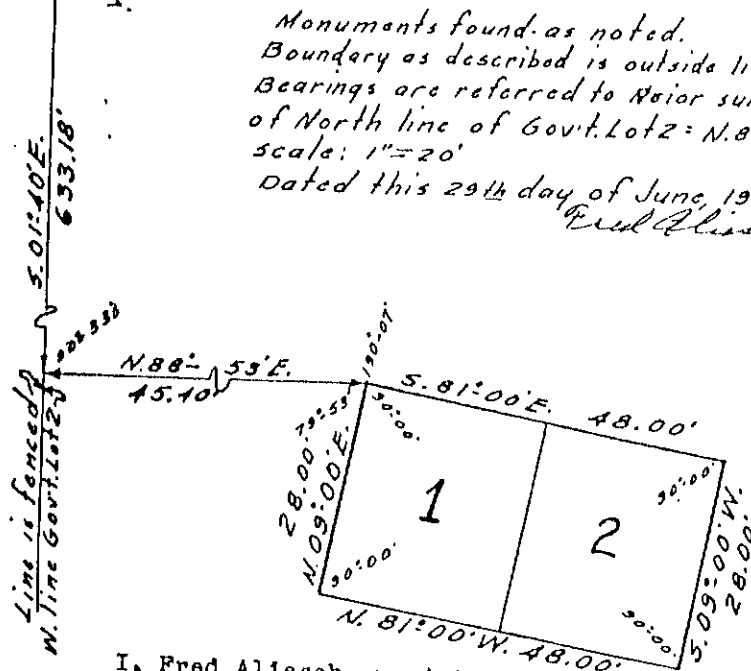
STATE OF WISCONSIN }
COUNTY OF BAYFIELD } SS.

Personally came before me this 29th day of January, 1981, the above named Terrance Pogwizd and Beverly J. Pogwizd, to me known to be the Vice President and Treasurer, respectively, of Cavalier Enterprises, Inc. and acknowledged that they executed the foregoing instrument as such officers as the act of the Corporation by its authority.

Bruce J. Jornd
Notary Public, Bayfield County, Wi
My Commission 3-14-82

NOTARIAL
SEAL

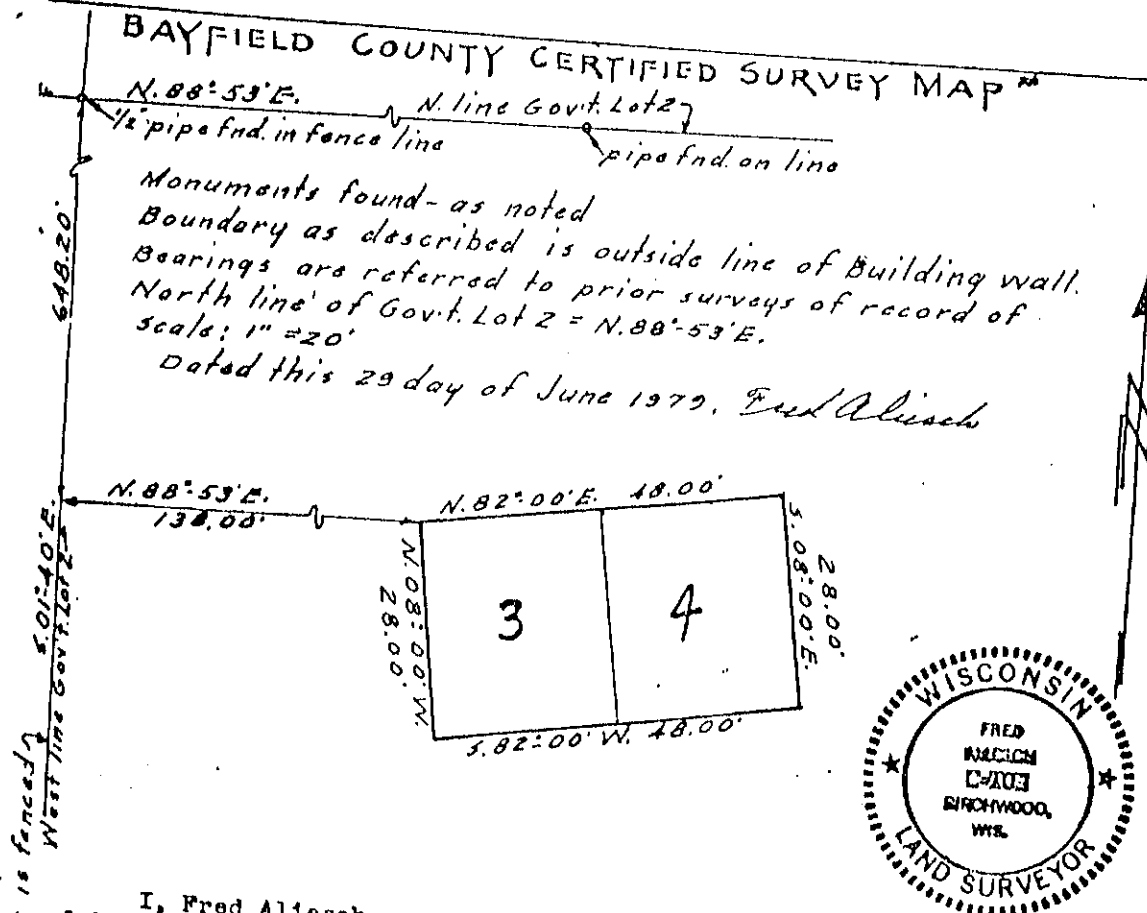
Dated this 29th day of June, 1979
Fred Hirsch



I, Fred Allesch, registered Land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the Town of Cable, and under the direction of Cavalier Enterprises, Inc., owner of said land, I have surveyed, divided and mapped this certified survey; That such certified survey correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in Government Lot Two (2), Section Five (5), Town Forty-three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, to wit:

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CAVALIER TOWNHOUSES 1 & 2
Rt. 2
Cable, Wisconsin 54821



I, Fred Aliesch, registered land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the Town of Cable, and under the direction of Cavalier Enterprises, Inc., owner of said land, I have surveyed, divided and mapped this certified survey; That such certified survey correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in Government Lot Two (2), Section Five (5), Town Forty-three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, to wit:

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CAVALIER TOWNHOUSES 3 & 4
 Route 2
 Cable, Wisconsin 54821