

**DECLARATION OF CONDOMINIUM
FOR
HICKORY CREEK CONDOMINIUM**



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**CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
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Name and Return Address

Mau & Associates, LLP
400 Security Blvd
Green Bay, WI 54313

(C-3818)

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Parcel Identification Number (PIN)

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes (hereinafter the "Act") as of the date set forth herein below, by GR4 Properties LLC, a Wisconsin limited liability company (hereinafter referred to as the Declarant").

WHEREAS, Declarant intends to establish certain rights with respect to the Real Estate parcel for the benefit of the Declarant and for the benefit of all future owners and occupants of the Real Estate parcel and any part thereof; and

WHEREAS, Declarant intends to create a Condominium pursuant to the Act which shall be known as "Hickory Creek Condominium" herein referred to as the "Condominium", with rights appurtenant to each Unit, as herein defined, in the Condominium; and

WHEREAS, Declarant intends to provide for the harmonious, beneficial and proper use of the Real Estate Parcel and each Unit in the Condominium with mutually beneficial rights and obligations for each Unit Owner, and herein defined; and

WHEREAS, Declarant intends that the several owners, mortgagees, and occupants of the Units and all other persons herein acquiring any interest in the Real Estate parcel shall at all times enjoy the benefits of, and shall hold their interest subject to, the easements, restrictions, conditions, and covenants herein set forth, all of which are declared to be in furtherance of a plan to promote, enhance, and protect the value, desirability, appearance and aesthetics of the Real Estate Parcel and all improvements thereon.

DEFINITIONS

In this Declaration, unless the context requires otherwise the following words shall have the following respective meanings, and all definitions shall be applicable to the singular and plural forms of such terms:

1. **Act.** The Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.
2. **Assessment.** A share of the Common Expenses, as herein defined, and other charges from time to time assessed against a Lot and the respective Lot Owner by the Association in accordance with the terms of this Declaration.
3. **Association.** Association means all of a condominium Lot Owners acting as a group of a non-stock, not-for-profit corporation, in accordance with its Bylaws and Declaration known as Hickory Creek Condominium Homeowners Association, created under this Declaration.
4. **Board of Directors.** "Board of Directors" or "Board" shall mean and refer to the Board of Directors of Hickory Creek Condominium Homeowners Association.
5. **Building.** Any structure, as herein defined, having a roof supported by columns or walls used or intended for the shelter or protection of persons or property of any kind.
6. **Hickory Creek Condominium.** Hickory Creek Condominium shall mean the lands described on the attached Exhibit A, including lands now or hereafter dedicated to the Town of Ledgeview or thereafter annexed by the City/Village of De Pere.
7. **Common Elements.** All of the Condominium except the Residential Buildings, as herein defined, as well as the Limited Common Elements and Shared Common Elements as herein defined.
8. **Common expenses:**
 - (a) All sums assessed against a Lot, as herein defined, and the respective Lot Owner, as herein defined, by the Association, as hereinafter defined; and
 - (b) All expenses declared to be Common Expenses by the Act or by this Declaration.
9. **Condominium Associations Rules and Regulations.** Those rules and regulations adopted from time to time by the Board of Directors of the Association.
10. **Condominium Property.** The Real Estate Parcel designated on the attached Exhibit A and all buildings, except the interior of the residential structures, structures, improvements, and other permanent fixtures of whatsoever kind now or at any time

hereafter placed upon the Real Estate parcel, together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the provisions of the Act.

11. Condominium Instruments. Condominium instruments means the Declaration, plats and plans of a Condominium Declaration established under Wis. Stat. Chapter 703.

12. Declarant. GR4 Properties LLC, a Wisconsin limited liability company, any successor in title to Declarant's interest in the Condominium property, and any Declarant, accepts the assignment therein made by the Declarant of those rights and powers of Declarant contained in this Declaration, and (2) assumes and agrees to be bound and perform those obligations of the Declarant contained in this Declaration with respect to all or such of those Units within the acceptance and assumption. If, for any reason, Declarant ceases to exist as a legal entity, then the powers, rights, duties and obligations of Declarant, as provided in this Declaration, shall be exercised and discharged by the Association.

13. Declaration. This instrument by which the Real Estate Parcel is subject to the provisions of the Act, and all amendments and supplements hereof recorded in the Office of the Register of Deeds for Brown County, Wisconsin.

14. Family. A Family shall mean one or more persons related by blood, marriage or adoption who are living, sleeping, cooking and eating on the Property as a single housekeeping unit and shall exclude any person or groups of persons where three or more who are not related or engaged as household employees.

15. Floor Plans. The floor plans for the various Unit types will be filed with the Secretary of the Condominium Association as Units are constructed.

16. Home. A Home shall mean a residential building designed and used as a dwelling for one family.

17. Improvements. Any building, any structure, as herein defined, or any alteration whatsoever to the exterior of any building or any structure, or any alteration whatsoever of the surface, grade or contour of any land within the Condominium Property.

18. Limited Common Elements. Those Common elements designated in this Declaration as reserved for the exclusive use of one or more but less than all Unit Owners, as herein defined, in the Condominium and as set forth on the Plat including the yards associated with each dwelling unit.

19. Occupant. A person, as herein defined, in lawful possession of a Unit.

20. Percentage Interests. The appurtenant, undivided interest of Lot Ownership as herein defined, in the Common elements expressed as a percentage and calculated by dividing (a) the number "one" [1] by (b) the total number of Units, as herein defined, in the Condominium as set forth on the Condominium Plat attached hereto. For purposes of this Declaration, the percentage interest of all Unit Owners will be equal.

21. Person. A natural person, corporation, partnership, association, trust, or other legal entity or any combination thereof.

22. Plat. The Condominium Plat attached hereto as Exhibit B and made a part hereof reflecting the Condominium Property, the Units, and the Common Elements of the Condominium.

23. Special Assessment. Assessments levied against a Unit and Unit Owners, or any of them, whenever necessary or appropriate for the purposes set forth in Section 14 hereof, for collection of monies owed to the Association under any provision of this Declaration or for any other purpose for which the Association may determine an assessment is necessary or appropriate for the improvement or benefit of the Condominium.

24. Structure and Improvement. Structure and Improvement shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: anything whatsoever which is either constructed, erected, placed, or installed in or upon the Condominium Property, including, but not limited to: building, outbuilding, shed, booth, garage, carport or aboveground storage facility; tent; exterior lighting or electric fixture, antennae, tower, pole or bug control device; fence, retaining or other wall, fountain or aboveground or in ground swimming or wading pool; plantings, driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo, tree house or other exterior play equipment; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

25. Successor-Developer. Successor-Developer shall mean any person, firm or entity

which expressly assumes in writing all then remaining obligations of Developer to the Town of Ledgeview under certain Development Agreements recorded in the Office of the Register of Deeds for Brown County, Wisconsin relating to development of Hickory Creek Condominium or portions thereof.

26. Unit. A part of condominium as set forth in this Declaration intended for any type of independent use consistent with this Declaration, the Bylaws of the Association and any other rules and regulations of the Association as more fully defined in Wisconsin Statute Section 703.02(15). A Unit shall include the percentage interest of such Unit in the Common Elements as herein defined.

27. Unit Owner. Unit Owner means a person, combination of persons, partnership or corporation who holds legal title to a condominium Unit or has equitable ownership as a land contract vendee.

28. Voting Owner. The one person with respect to each Unit entitled to vote at any meeting of the Unit Owners.

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. The Declarant hereby declares that it is the sole Owner of the real property described in Exhibit A hereof, together with all buildings and improvements thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of use and Ownership as provided in the Act and this Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects 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. LEGAL DESCRIPTION, NAME, ADDRESS, DEFINITIONS, COVENANTS
CONDITIONS, RESTRICTIONS AND EASEMENTS.**

A. Legal Description. The Property hereby submitted to the provisions of the Act is legally described on Exhibit A attached hereto and made a part hereof.

B. Name. The aforesaid real estate and all improvements thereon shall be known as HICKORY CREEK CONDOMINIUM.

C. Address. The address of the Condominium shall initially be 1800 Block of Ledgeview Road, De Pere, Wisconsin.

D. Definitions. For all purposes related to this Declaration, the Articles of Incorporation and the Bylaws of the Association, the following words and terms whenever used shall have the same meaning as provided for such words and terms in the Act and as defined in this Declaration to the extent they are consistent: "Association," "Common Elements," "Common Expenses and Common Surpluses," "Condominium," "Limited Common Elements," "Mortgagee," "Person," "Property," "Unit," "Unit Number," "Unit Owner," "Condominium Plat." The word "Occupant" whenever used herein means a person other than the Unit Owner in possession of one or more Units. The word "Building" or "Buildings" whenever used herein means the structures located on the Property, each containing one or more Units.

3. DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS.

A. Construction of the Buildings. The Condominium shall consist of up to six (6) stand-alone Buildings; said Buildings to be constructed by the Declarant. The Buildings are depicted on the Condominium Plat attached hereto as Exhibit B and made a part hereof.

The buildings shall be structures principally of wood frame construction and the exterior walls of stone or brick or other siding. All Units shall be serviced and separately metered for all utilities including sewer and water. All Units are shown on the Condominium Plat attached hereto as Exhibit B and incorporated herein by reference. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Condominium Plat. The Units, their respective designations and locations within the Buildings and the Common Elements and Limited Common Elements to which they have access or for which they are appurtenant are shown on Exhibit B. The building plans are shown on Exhibit B attached hereto and made a part hereof.

The Unit boundary of each Unit shall include that part of the Building which lies within the following boundaries:

- (1) The horizontal boundaries shall be: the interior structural stud walls of the perimeter walls of the Unit on each floor of the Unit.
- (2) The vertical boundaries shall be: (i) the lower boundary - the basement floor of the Unit, and (ii) upper boundary the plane of the interior undecorated ceiling of the Unit.
- (3) All windows, window frames and doors, including all glass in windows and doors, shall be considered a part of the Unit.
- (4) The Unit shall include the heating apparatus and water heater servicing the Unit.
- (5) The Unit shall include the undecorated basement floor and basement walls. The

Declarant reserves the right to change the layout and dimensions of the Buildings and

Units provided that such changes do not substantially alter the nature or quality of the Buildings or Units. The Declarant reserves the right to amend this Declaration at its sole option (and without further authorization) for the purpose of recording a plat or survey or plans depicting the layout, location, Unit numbers, dimensions of the Buildings and Units and the Limited Common Elements appurtenant to them as finally located and constructed.

4. COMMON ELEMENTS.

The Common Elements shall consist of all of HICKORY CREEK Condominium, improvements, appurtenances, and Limited Common Elements, except the individual Units, as each of the aforementioned is hereunder defined. The Common Elements include without limitation, All lands outside of the footprint of each building, outside walks and driveways, landscaping, all pipes, wires, pumps, mechanical and electrical equipment, conduits and public utility lines running through a Unit and serving more than one Unit or serving, or extending into, the Common Elements, or any part thereof, and all water and sewer laterals.

The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. The Association will be responsible for landscaping of limited common areas, including, but not limited to, planting grass, trees, decorative shrubbery, and plants around the individual units. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; including the grass cutting and other lawn care,

pruning and trimming of shrubbery, and all lawn maintenance and repairs, for snow plowing all sidewalks, driveways, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, public sidewalks or bicycle paths, driveways, and parking areas.

5. LIMITED COMMON ELEMENTS.

A. Limited Common Elements. Those portions of the Common Elements for the exclusive use and benefit of an individual Unit for which each is reserved shall be designated as Limited Common Elements. The Limited Common Elements shall include the lawn pad set aside for invisible fencing, as depicted on any Exhibit B made a part hereto.

B. Use. The use of such Limited Common Elements shall be governed by the Bylaws and such rules and regulations as may be established by the Association of Unit Owners and no Unit Owner or Occupant shall use or permit the use of any of the Limited Common Elements in any manner contrary to such Bylaws and rules and regulations. Neither the Unit Owners nor Occupants shall paint or otherwise decorate or change the appearance of the Common Elements or Limited Common Elements without the prior written approval of the Board of Directors or any committee appointed by the Board of Directors for that function.

C. Maintenance. Except for those expenses which are associated with the normal care and cleaning of Limited Common Elements used only by one Unit Owner, any expense of maintenance, repair, or replacement relating to such Limited Common Elements and all structural maintenance, repair, or replacement thereof shall be treated as and paid for as part of the Common Expenses of upkeep of the Association as provided in Section 13 hereof, except, however, the Association may impose reasonable charges (payable monthly or otherwise) upon the Unit Owner to whose Unit, porch, patio or deck may be appurtenant and to those Unit Owners who directly benefit, but only for the upkeep, repair and maintenance of same.

6. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners in the percentage appertaining to each unit and its owner

shall be calculated as the quotient of one divided by the total number of units set forth in this Declaration.

7. RESTRICTIONS OF USE.

A. Residential Use. Each Unit shall be used and occupied only for residential use by the Unit Owner, his or her family, guests, invitees or any person(s) or entity(ies) to which the Unit is rented. No Unit shall be used at any time for any business or commercial activity except as follows: the Declarant or its nominee may use such Unit(s) which it owns as a model or display Unit until all Units owned by the Declarant are sold.

B. Pet Restrictions. No reptiles or uncaged birds shall be permitted within the Condominium. Unit Owners may only have pets in their Units and upon the Common Elements subject to reasonable rules and regulations established by the Board of Directors of the Association.

C. No Obstructions. No Unit Owner shall cause the Common Elements to be so used as to deny other Unit Owners the full use of such portion of the Common Elements as they are entitled to use. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles, trucks, commercial vehicles or recreational vehicles shall not be stored, parked or placed anywhere in the Common Elements or Limited Common Elements of the Condominium except inside the garage of the Unit Owner.

E. Noxious Activity. No use or practice shall be allowed on the Condominium which (i) is a nuisance, or (ii) is in violation of the Bylaws or rules and regulations of the Association, or (iii) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by the Unit Owners or Occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable or excessive dog barking. The decision of the Board of Directors as to the existence of noxious activity shall be final.

F. Rules and Regulations. The Board of Directors of the Association shall have the power to adopt and enforce reasonable rules and regulations for the occupancy and use of the Condominium, its Units, Common Elements and Limited Common Elements and shall furnish a

copy thereof to the Unit Owners. The Board of Directors of the Association shall have the power to adopt a schedule of reasonable fines and penalties for violation of the terms of the Declaration, the Bylaws or the Rules and Regulations and any schedule of fines and penalties shall be furnished to the Unit Owners.

G. Acts Affecting Insurance. No Unit Owner or Occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Section 12 hereof nor permit anything to be done, nor keep or permit anything to be kept, nor permit any condition to exist, which might (i) result in the termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in risk or in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same.

H. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with all Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or of the Association, as the case may be, whichever shall have the obligation under the Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements.

8. ENCROACHMENTS AND EASEMENTS.

A. Encroachments. If by reason of construction, reconstruction, settlement, shifting, or the design or construction of any Unit, any part of the Common Elements 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 Elements or Limited Common Elements, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit, Common Elements or Limited Common Elements so encroaching so long as all or any part of such Unit, Common Elements or Limited Common Elements so encroaching shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the Owners of the Common Elements and Limited Common Elements if such encroachment occurred due to the willful conduct of said Owner.

B. Utility Easements. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, cable television, telephone wires and equipment, and electrical conduits, wires and equipment over, under along and on any part of the Common Elements and Limited Common Elements.

C. Town of Ledgeview Access Easement. An Easement is hereby granted herein to the Town of Ledgeview to access the pond on the premises; said easement shall be depicted and described on Exhibit C.

D. Benefits. All easements and rights described herein are easements appurtenant to, shall run with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

E. Creation. Reference in the respective deeds of conveyance, or in any mortgage or land contract or other evidence of obligation to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

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 Hickory Creek Condominium Homeowner's Association, Inc. (herein the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Such Association shall be incorporated as a non-stock, 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 this Declaration and the Bylaws and rules and regulations, as amended, of the Association. The Association shall be managed by a Board of Directors consisting of three (3) persons.

B. Voting and Quorum. For all matters requiring the vote of the Unit Owners, each Unit Owner shall have one (1) vote for each Unit owned, except that the Declarant shall have three (3) votes for each Unit it owns. However, nothing in this Section 9 shall abridge, limit, or otherwise reduce the power and authority reserved by Declarant in Section 18 hereof. If any Unit

Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided. The Declarant may exercise voting rights with respect to Units owned by it without regard as to the manner in which it shares expenses pursuant to Section 14(J) hereof. No action shall be taken by less than a majority of the votes of the Unit Owners present at a meeting of said Unit Owners at which a quorum is present as defined in the Bylaws except that if a different percentage vote is specified in this Declaration, that percentage shall control.

C. Voting by Board of Directors. No action shall be taken by less than a majority of the Directors present at a meeting of the Board of Directors at which a quorum is present as defined in the Bylaws.

D. 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 or advisable for the proper operation of the Condominium subject to Section 18 hereof. The Association may contract for maintenance, lighting, water, trash collection, landscaping, snow removal, sewer service, and such other common services as may be required for each Unit, the Common Elements, or the Limited Common Elements or by this Declaration. The Association shall have the power to contract for such common services with other Condominium Associations.

E. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property or any question of interpretation or application of the provisions of the Declaration or Bylaws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners, except as otherwise provided by law. In the event of a tie vote, the management company shall make the tie-breaking vote.

10. REPAIRS AND MAINTENANCE.

Responsibility for maintenance of the Condominium and restrictions upon the alteration and improvement thereof are as follows:

A. Owner's Responsibility. Each Unit Owner shall be responsible for each Unit, inside and out. Each Unit Owner shall (a) maintain in good condition and repair and replace all of the components or installations within or appurtenant to the Unit, including but not limited to, fixtures, appliances, water heater, equipment, exterior and interior walls, partitions, flooring, ceilings, doors,

all utility lines and installations contained in the Unit, heating apparatus, humidifier, and air conditioning equipment, if any, windows and window frames; (b) paint and decorate the exterior and interior of the perimeter walls and all walls and surface areas within the Unit as necessary; (c) keep and maintain in good and orderly condition the portion of the Limited Common Elements appurtenant to the Unit; and (d) repair and replace any portion of the Common Elements or Limited Common Elements damaged through the fault or negligence of such Unit Owner or the fault or negligence of such Unit Owner's family, guests or invitees or any other Occupant of the Unit.

B. Association's Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements and Limited Common Elements except as provided above.

C. Structural Changes - Owner. No Unit Owner shall without first obtaining the written consent of the Board of Directors 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 Element. In no event shall access to water, sewer, or other mechanical controls be blocked or the same be concealed. A Unit Owner shall not perform, or allow to be performed, any act or work which would 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 Board of Directors. A Unit Owner shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.

D. Restrictions. A Unit Owner shall in no case paint, decorate or alter the appearance of the Common Elements or Limited Common Elements without the prior written consent of the Board of Directors of the Association. No Unit Owner, except the Declarant for promotional purposes related to the Condominium or to the sale or rental of the Units owned by the Declarant, may erect, post or display posters, signs, or advertising material on or in the Common Elements or Limited Common Elements; provided however, that a Unit Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of and/or open house of a Unit for sale.

E. Structural Changes - Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make any substantial alterations or additions of a structural nature or otherwise to the Common or Limited Elements without the affirmative vote or written consent of more than a majority of the votes of all Units in the Condominium.

11. SEPARATE REAL ESTATE TAXES.

Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Act. In the event that for any years such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of Ownership interest in the Common Elements.

12. INSURANCE.

A. Association Insurance. The Board of Directors of the Association shall obtain and continue in effect public liability insurance covering the Common Elements and the Limited Common Elements and directors' liability insurance in such amounts as may be determined in the discretion of the Association from time to time. The Association may also provide worker's compensation insurance and such other insurance coverage, as in the opinion of the Board of Directors of the Association, is reasonably necessary and not inconsistent with the Declaration and the Bylaws of the Association and fidelity bonds on such officers and employees and in such amounts as is determined to be necessary from time to time.

B. Insurance to be Obtained by Unit Owners. Each Unit Owner will carry insurance coverage of each Building Unit they own on or within the Condominium in an amount equal to the maximum insurable replacement value, with "agreed amount" and "Condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be reviewed annually by the Board of Directors. Said insurance shall be for the benefit of the Unit Owner and their mortgagees as their interests may appear. The foregoing provisions of this Section are without prejudice to the right of any Unit Owner to obtain additional individual Unit insurance.

C. Costs and Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a Common Expense of the Condominium. The Association and each Unit Owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

D. Exclusions from Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors shall exclude (i) any coverage in any personal

property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances, window glass, carpeting and floor coverings, wall coverings, such as wallpaper, mirrored walls and paneling and (ii) any liability coverage on a Unit Owner, its guests, invitees, employees or other Occupants of such Unit relating in any way whatsoever to said personal property and fixtures. It is the sole responsibility for each Unit Owner to obtain such insurance coverage as are excluded from the insurance coverages obtained by the Board of Directors.

E. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

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

F. Standards for All Insurance Policies. All insurance policies provided under this Section 12 shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholders rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

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

13. COMMON EXPENSES AND SURPLUSES.

A. Common Expenses. Common expenses are defined as follows:

1. All sums lawfully assessed against the Unit Owners by the Association.
2. Expenses declared Common Expenses by the Act, this Declaration or the Bylaws.

B. Common Surpluses. After the payment of all Common Expenses, the balance of funds of the Common Elements shall constitute the funds of the Association, to be held in its general or special funds. The Unit Owners shall have an interest in the Common Surpluses in the same proportion as reflected by their percentage interest in the Common Elements as provided in Section 6.

C. Liability for Common Expense. Each Unit Owner shall be responsible for the payment of his proportionate share of the Common Expenses as reflected by his percentage interest in the Common Elements as provided in Section 6.

14. ASSESSMENT FOR COMMON EXPENSES.

A. Covenant to Pay Assessments. In accordance with the statutory liability created by the Act, each Unit Owner by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other Unit Owner and with the Association to personally and individually pay to the Association all assessments, general or special, in accordance with the provisions of the Act, the Declaration, and the Bylaws. No Unit Owner may exempt himself or his Unit Ownership from liability for his contribution toward the Common Expenses by waiver of the use or employment of any of the Common Elements and facilities or by the abandonment of his Unit; and no conveyance shall relieve the Unit Owner-grantor or his Unit of such liability along with his grantee in any such conveyance for the Common Expenses incurred up to the date of sale, until all expenses charged to his Unit have been paid.

B. Purpose of Assessments. The assessments levied by the Association shall be exclusively to promote the health, safety and welfare of the residents of the Condominium, to

provide for the repair, maintenance and improvement of the Common Elements of the Condominium, to provide for such emergency repairs as the Association may deem necessary, and to maintain reserve funds for the purposes authorized by the Declaration.

C. Annual Budget. Each year, on or before December 1', the Association shall prepare a budget for the Condominium in the manner provided in the Bylaws. Each Unit Owner's monthly assessment for the ensuing year shall be based upon such budget. In addition to the normal operating expenses of the Condominium, the budget may provide for reserves, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Condominium and for the protection of the Common Elements and Units thereof.

D. Failure to Prepare Monthly Assessments for Common Expenses. The failure or delay of the Association to prepare the Annual Budget, or notify any Unit Owner of his assessment, shall not constitute a waiver or release of such Unit Owner's obligation to pay his proportionate share of the Common Expense, necessary reserves, working capital and emergency requirements as herein provided, whenever the same shall be determined; and, to that end, each Unit Owner shall continue to pay his assessment at the then existing rate established for the previous year until the new assessment shall have been mailed or delivered to the Unit Owner.

E. Special Assessments. In addition to the regular monthly assessments, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements of the Common Elements, including fixtures and personal property related thereto. All of such special assessments shall be made only in the manner provided in the Declaration and in the Bylaws. Any special assessments made for the purposes stated above shall be held by the Association as a trust fund to be disbursed only for the purposes for which the same were levied.

F. Rate of Assessment. The monthly assessments and any special assessments shall be levied against the Unit Owners, as well as the Units themselves in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit.

G. Late Payments. Any assessment not paid within ten (10) days of its due date shall be delinquent and the unit owner shall be charged interest at the lower of either the highest interest rate allowed by law or eighteen percent (18%) per annum on the unpaid assessment calculated from the date it was due until the date it is paid. All payments upon account shall be first applied to the interest,

if any, and then to the assessment payment first due. Further, the Board of Directors shall have the authority to levy late payment penalties for assessments which are not paid timely.

H. Liens. If a Unit Owner defaults in the payment of any assessment, the Association shall take appropriate measures as provided by law in accordance with the Bylaws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

I. Rights of Mortgagee. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall be liable for such Unit's unpaid assessments which accrued prior to the acquisition of title to such Unit by such mortgagee.

J. Assessment Against Declarant. Notwithstanding any of the provisions in the Declaration, the Declarant as a Unit Owner, shall not be assessed for any monthly assessment for Common Expenses or Special Assessments under this Section against any Unit it owns until the Building in which such Unit is located is substantially completed and an occupancy permit is obtained. Thereafter until such Unit is occupied, leased or sold, the Declarant shall pay a monthly assessment for Common Expenses or Special Assessments made under this Section.

K. Statement of Assessments. The Association, upon receipt of a purchaser's name and proposed date of closing, shall within ten (10) days after request provide a statement setting forth the existence of any outstanding general or special assessments against the Unit Owner or Unit being sold. Notwithstanding anything to the contrary contained in the preceding sentence, all Units conveyed by the Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

15. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and facilities and Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding 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 herein shall be deemed to

prohibit a voluntary or judicial partition of said single Unit as between such co-Owners. No Unit may be subdivided.

16. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument (excepting a lease for a term not greater than one (1) year) affecting title to such Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of Ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined Ownership. Any such deed, mortgage, or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

17. FUTURE CONVEYANCE OF LOTS/PARCELS C AND D

Any future conveyance of Parcel C shall be limited to the current owner of Lot 43, Hickory Creek 2nd Addition, and any future conveyance of Parcel D shall be limited to the current owner of Lot 44, Hickory Creek 2nd Addition. Until any such conveyances are completed, the Condominium shall maintain maintenance easement rights to said parcels over Parcels B and E; said easements shall then be terminated after such conveyances are completed.

18. RIGHTS OF DECLARANT.

Except as limited by Wis. Stat. 703.15 of the Act, and to the greatest extent allowed under the Act, Declarant shall have control of the Condominium for the earlier of three (3) years from the date that the first Unit is conveyed to any person other than Declarant or the expiration of thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interest of the Common Elements, to purchasers, the Declarant or its successors and assigns, shall have the right to appoint the members of the Board of Directors of the Association in accordance with the provisions herein contained, amend its Bylaws and this Declaration and to appoint and remove officers of the Association and exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or to its officers provided, however, that if there is any Unit Owner other than the Declarant, or its successors and assigns, this Declaration may not be

amended to increase the scope nor the period of the aforesaid right by the Declarant, or its successors and assigns, of the Association as provided hereunder or by law.

Pending the sale of the Units of the Condominium to which this Declaration is applicable, the Declarant, or its successors and assigns, acting alone:

A. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of the Declarant, shall not exceed two (2) years and shall provide for termination by either party without cause and without payment of a termination fee upon not more than ninety (90) days written notice;

B. may use the Common Elements of the Condominium as may facilitate the sale of all unsold Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models, showing the Condominium or maintaining signs;

C. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Buildings or Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement, the Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users, and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements.

D. reserves the right to (i) change the design, exterior materials or location of any Building prior to construction; (ii) change the type of any Unit prior to construction; (iii) make alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction; and (iv) alter and change the interior arrangement of any Unit owned by the Declarant, but any changes referred to in (i) or (ii) above shall be reflected in an amendment to this Declaration; and

E. reserves the right to reallocate the boundaries between adjoining Units owned by the Declarant or its successors and assignees, in which event the Declarant, or its successors and assigns, shall cause this Declaration to be amended so as to, among other things, (i) reflect such reallocation and (ii) apportion between the Units affected by such reallocation, the percentage of Ownership of Common Elements and Limited Common Elements.

By acceptance of a deed of conveyance of a Unit from the Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein (including the grantee's Mortgagee) shall, in the event of the occurrence of any or all of the events specified in the first paragraph of this Section or at subparagraphs C, D and E above of this Section, be deemed to consent and agree to the action so taken; and each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (1) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effectuate the same, and (2) to do all other things necessary to accomplish the action so taken.

All rights and benefits reserved or covenanted for or to the Declarant under this Declaration, including but not limited to those rights reserved under this Section, shall inure to the benefit of and be binding upon any "successors and assigns" of the Declarant and shall be deemed to refer only to such person or entity to whom the Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions contained in this Section.

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, 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 enforcement of such term, covenant, condition or restriction which 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.

20. RIGHT OF ENTRY.

The Association and Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the Owner or Occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the Owner or Occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry, and not the result of the negligence of the party making such entry, shall be at the expense only of the Unit Owner if, in the judgment of those authorizing entry, such entry was for emergency purposes. This Section shall apply to Units in which the Association has the obligation to repair.

21. AMENDMENTS TO DECLARATION.

Subject to the Declarant's right to amend this Declaration as set forth in Section 18 above, this Declaration may be amended only with the written consent of not less than seventy-five percent (75%) of all Unit Owners and Mortgagees. If any Unit is not mortgaged, then, for purposes of this Section, the Unit Owner shall be presumed to be consenting to or rejecting the amendment both as a Unit Owner and as a Mortgagee. In addition to the provisions set forth in Section 18, above, this Declaration may not be amended without consent of Declarant so long as the Declarant owns any interest in any Unit at any time. No amendment shall alter or abrogate the rights of the Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Brown County, Wisconsin, 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.

22. NOTICES.

All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered Unit Owner regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon the 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 the 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. SERVICE OF PROCESS.

The initial Registered Agent for the Condominium Association shall be Keith Gajeski, 3842 Allen Road, Green Bay, WI 54311. The Association may designate a new registered agent from time to time. The person to receive service of process shall be the registered agent on file with the Wisconsin Department of Financial Institutions for the Declarant, or such other person or address as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

24. REMEDIES FOR VIOLATIONS BY UNIT OWNER.

If any Unit Owner fails to comply with the Act, this Declaration, the Bylaws or rules and regulations of the Association, such Unit Owner shall be liable for damages caused by failure or for injunctive relief, or both, in any court action allowed by the Act and brought by the Association or by any other Unit Owner.

25. NUMBER AND GENDER.

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

26. CAPTIONS.

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

27. SEVERABILITY.


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

28. TERMINATION OF CONDOMINIUM.

In the event the Condominium is terminated as provided under the Act, the Unit Owners shall own the remainder of the Condominium Property as tenants in common. Reciprocal easements for ingress and egress shall be granted by the Unit Owners for the benefit of all other Unit Owners.


IN WITNESS WHEREOF, the said Declarant, GR4 Properties LLC has caused this document to be executed this 20 day of January, 2023

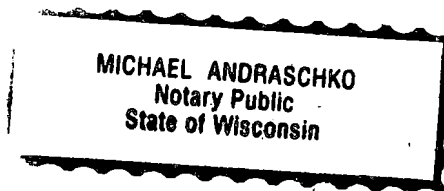
DECLARANT: GR4 PROPERTIES LLC


Keith Gajeski, Authorized Member/Agent

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 20 day of January, 2023, Keith Gajeski as Authorized Agent for GR4 PROPERTIES LLC, and to me known to be the person who executed the same.


Notary Public, State of Wisconsin
My commission is: expires 07/18/2024



This document drafted by:
Attorney Thomas B. Sewall
Di Renzo & Bomier, LLC
Neenah, WI 54956
tsewall@direnzolaw.com
State Bar #1027956

EXHIBIT A
LEGAL DESCRIPTION

Part of Lot 53 of "Hickory Creek Second Addition" (Volume 19, Plats, Page 200, Document No. 1433199, Brown County Records) being located in Private Claim 36, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin, more fully described as follows:

Beginning at the Southwest corner of Lot 53, Hickory Creek Second Addition (Volume 19, Plats, Page 200 Document Number 1433199, Brown County Records); thence N26°00'35"E, 262.58 feet along the West Line of said Lot 53; thence S63°59'25"E, 181.18 feet to a point being N63°59'25"W, 10 feet more or less from the water's edge of a storm water pond and the start of a meander line; thence N26°00'35"E, 73.36 feet along said meander line; thence S63°59'25"E, 18.82 feet along said meander line to the extension of the East Line of Lot 42 of said Hickory Creek Second Addition and a point being N26°00'35"E, 29 feet more or less from said water's edge and the end of said meander line; thence N26°00'35"E, 16.64 feet along the extension of said East Line to the Southeast Corner of said Lot 42; thence S63°59'25"E, 200.00 feet along the South Line of Lots 43 and 44 of said Hickory Creek Second Addition; thence S26°00'35"W, 16.64 feet along the extension of the East Line of Lot 44 of said Hickory Creek Second Addition to a point being N26°00'35"E, 2 feet more or less from said water's edge and the start of a new meander line; thence S63°59'25"E, 61.18 feet along said meander line; thence S26°00'35"W, 73.36 feet along said meander line to a point being S63°59'25"E, 3 feet more or less from said water's edge and the end of said meander line; thence S63°59'25"E, 38.82 feet to a point being S26°00'35"W, 90.00 feet of the Southeast Corner of Lot 45 of said Hickory Creek Second Addition; thence S26°00'35"W, 264.33 feet to the South Line of said Lot 53 also being the North right of way of Ledgeview Road; thence N63°47'22"W, 500.00 feet along said right of way to the point of beginning; excluding lands between the meander lines and the water's edge of the storm water pond.

Parcel contains 153,589 square feet / 3.53 acres more or less, including the storm water pond.
Parcel subject to easements and restrictions of record.

EXHIBIT B
CONDOMINIUM PLAT and BUILDING PLANS

Part of Lot 53, Hickory Creek 2nd Addition (Volume 19, Plats, Page 200, Document No. 1433199, Brown County Records), being located in part of Private Claim 36, East Side Fox River, Town of Ledgeview, Brown County, Wisconsin.

Tax Parcel: D-437-53

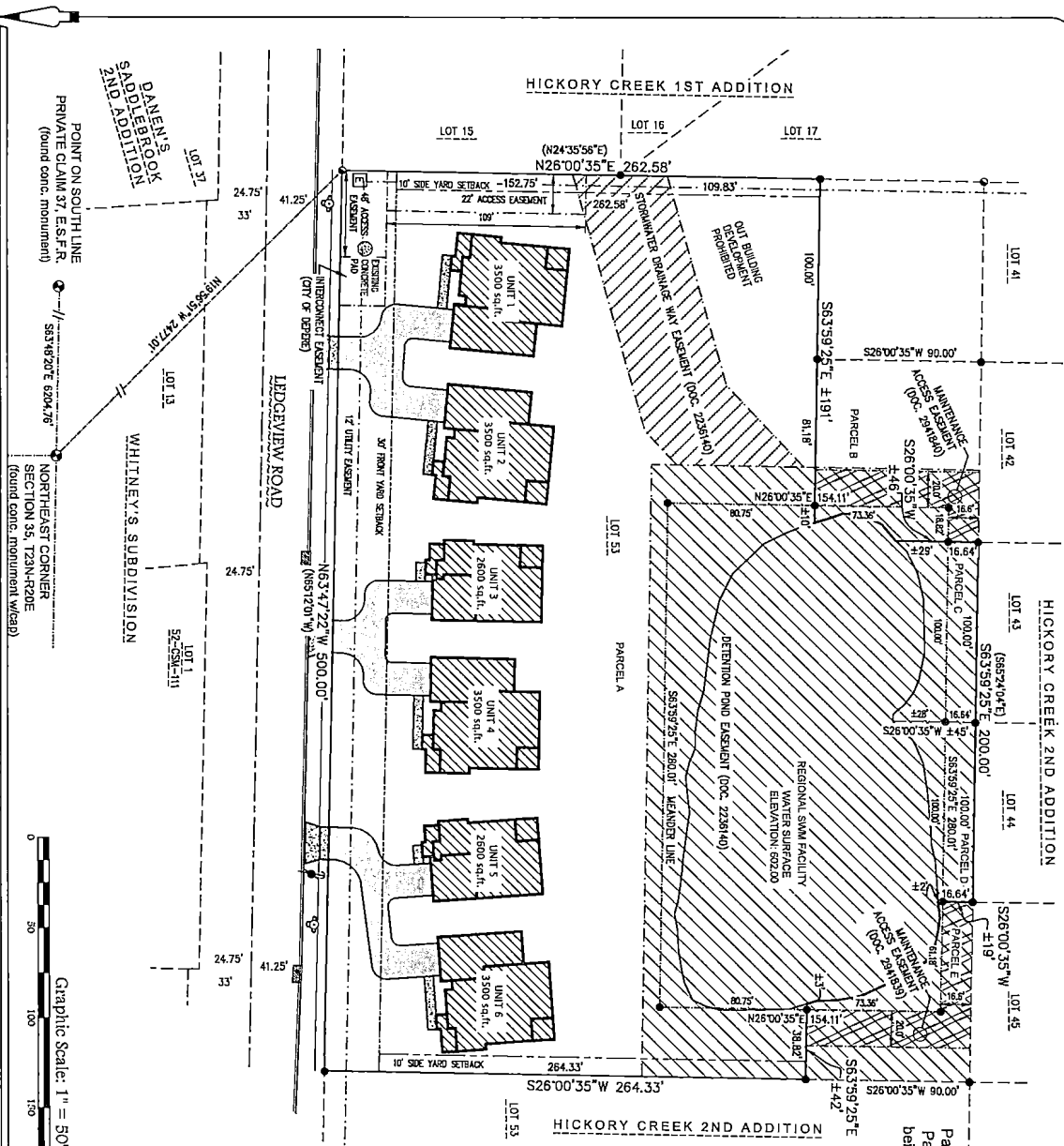
Tax Parcel: D-437-53

- ## LEGEND

● 1" iron pipe found
 ⊗ Brown County monument (type noted)
 () bearing / distance of record
 L.C.E. United Common Element
 proposed blocktop
 proposed concrete
 hydrant
 power pole
 anchor wire
 curb inlet
 electrical pedestal
 proposed building

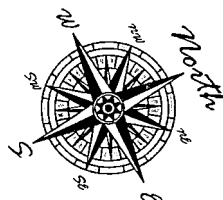
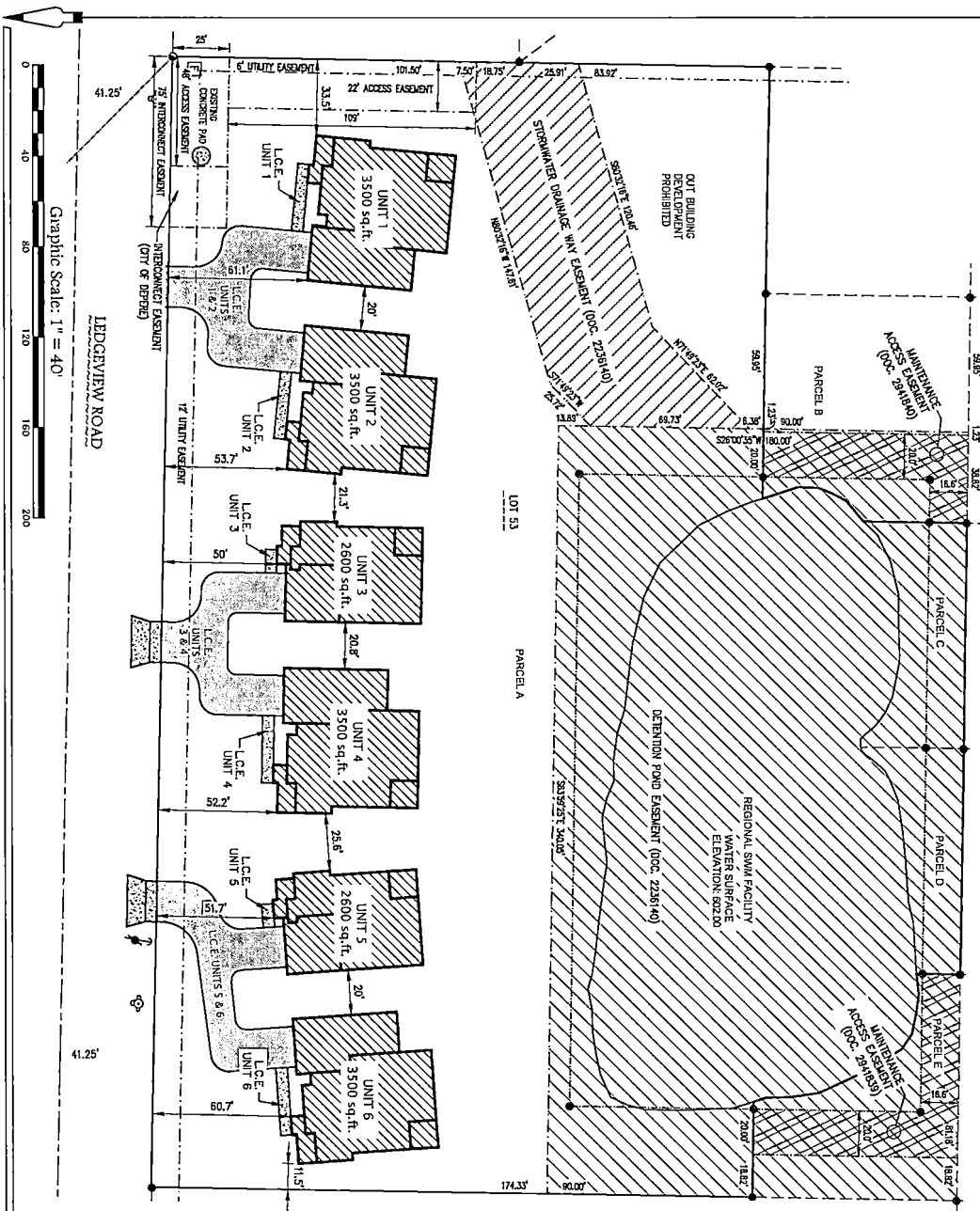
Michael R. Andrachko
PLS-2895
October 31, 2022
revised 11/17/22

Graphic Scale: 1" = 50'



HICKORY CREEK CONDOMINIUM

Part of Lot 53, Hickory Creek 2nd Addition (Volume 18, Plats, Page 200, Document No. 143199, Brown County Records), being located in part of Private Claim 35, East Side Fox River, Town of Ledgewiew, Brown County, Wisconsin.

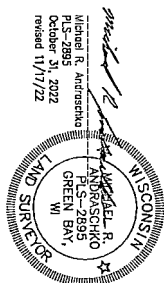


NOTES

- 1) Bearings referenced to the West line of Lot 53, Hickory Creek Second Addition, assumed to be N43°03'15"E.
- 2) Drives, parking areas, and stairwells are limited common elements to the apartment unit.

LEGEND

- 1" iron pipe found
- Brown County monument (type noted)
- () bearing / distance of record
- L.C.E. Limited Common Element
- proposed bricktop
- proposed concrete
- hydrant
- power pole
- anchor site
- curb inlet
- electrical pedestal
- proposed building



SHEET NO.
2 of 3
DRAWING NO.
X-1367

PROJECT NO.
C-3818

Scale: 1"=40'

File: C:\3818\Drawings\100222.dwg
Date Plotted: 04/11/2023
Plotted By: DAB

Mau & Associates, LLP

LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Client:
Classic
Construction
Tax Parcel: D-437-53

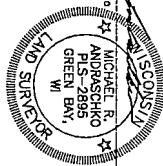
HICKORY CREEK CONDOMINIUM
Part of Lot 53, Hickory Creek 2nd Addition (Volume 19, Plats, Page 200, Document No. 1433189,
Brown County Records), being located in part of Private Claim 35, East Side Fox River, Town of
Ledgewood, Brown County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Michael R. Andruschko, Professional Land Surveyor, do hereby certify that I have surveyed
the above described property and that this survey is an accurate representation of the
survey as shown on the plat, and the location of the buildings and improvements to be
constructed upon the property.

This plat is a correct representation of "Hickory Creek Condominium" as proposed at the
date hereof, and the identification and location of each unit and the common elements
thereof, and the location of the buildings and improvements to be constructed upon the
plat and the approximate dimensions and floor areas thereof.

Michael R. Andruschko
P.L.S.-2853
October 31, 2022
revised 11/17/22



DECLARED AREA

Part of Lot 53 of "Hickory Creek Second Addition" (Volume 19, Plats, Page 200, Document No. 1433189, Brown County
Records), being located in Private Claim 35, East Side of Fox River, Town of Ledgewood, Brown County, Wisconsin, more fully
described as follows:

Beginning at the Southwest corner of Lot 53, Hidden Creek Second Addition (Volume 19, Plats, Page 200, Document Number
1433189, Brown County Records); thence N26°00'35"E, 282.68 feet along the West Line of said Lot 53, thence S83°59'25"E,
181.18 feet to a point; thence N26°00'35"E, 10 feet more or less from the waters edge of a storm water pond and the start of
a meander line; thence N26°00'35"E, 73.36 feet along said meander line; thence S83°59'25"E, 18.82 feet along said meander
line to the extension of the East Line of Lot 42 of said Hidden Creek Second Addition and a point being N26°00'35"E, 29 feet
more or less from said waters edge and the end of said meander line; thence N26°00'35"E, 16.64 feet along the extension of
said East Line to the Southwest Corner of said Lot 42; thence S83°59'25"E, 200.00 feet along the South Line of Lot 43 and
44 of said Hidden Creek Second Addition; thence S27°00'35"W, 16.64 feet along the extension of the East Line of Lot 44 of
said Hidden Creek Second Addition to a point being N26°00'35"E, 2 feet more or less from said waters edge and the start of
a new meander line; thence S83°59'25"E, 51.18 feet along said meander line; thence S26°00'35"W, 73.36 feet along said
meander line to a point being S83°59'25"E, 3 feet more or less from said waters edge and the end of said meander line;
thence S83°59'25"E, 28.82 feet to a point being S26°00'35"W, 90.00 feet of the Southwest Corner of Lot 45 of said Hidden
Creek Second Addition; thence S26°00'35"W, 264.33 feet to the South Line of said Lot 53 also being the North right of way of
Ledgewood Road; thence N83°47'22"W, 500.00 feet along said right of way to the point of beginning, enclosing lands between
the meander lines and the waters edge of the storm water pond.

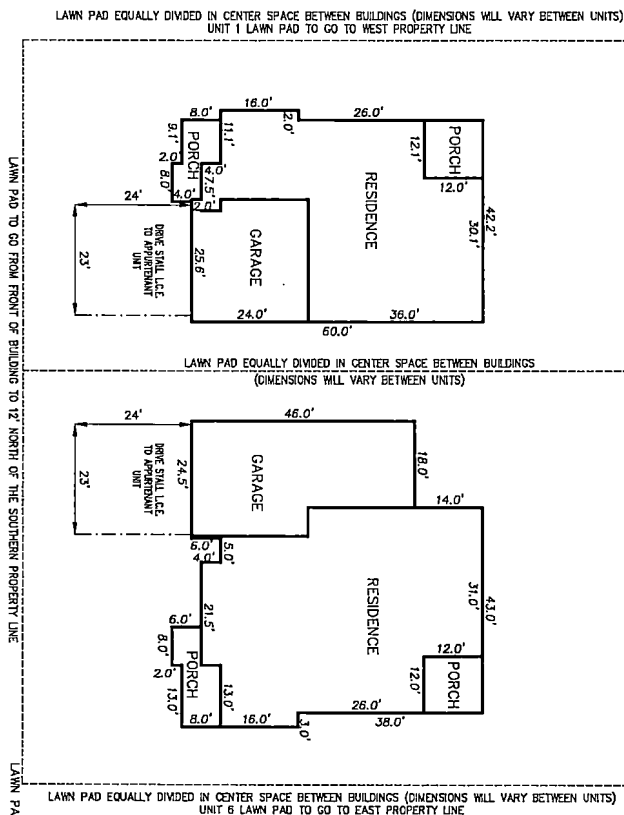
Parcel contains 153,589 square feet / 3.53 acres more or less, including the storm water pond.
Parcel subject to easements and restrictions of record.

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

There are no objections to this condominium plat with respect to Sec. 203.115 Wis. Stats.
and is hereby approved for the Brown County Planning Commission.

Ryan L. Durbach Jan 11, 2023
Ryan L. Durbach Date
Brown County Property Lister

FOOTPRINTS OF BUILDING OPTIONS AND LAWN PAD DESCRIPTION



Graphic Scale: 1" = 20'



- NOTES
- 1) Building plans provided by client and do not represent as-built conditions.
 - 2) Decks, patios, drivas & walks are limited common elements to the apartment unit.
 - 3) All areas within the condominium and outside the units, except those areas designated as limited common elements, are common elements.
 - 4) The developer/owner reserves the right to alter the floor plans of the units.

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Client:
Classic
Construction
Tax Parcel: D-437-53

Scale: 1" = 20'
PROJECT NO.
C-3818
SHEET NO.
3 of 3
DRAWING NO.
X-1367



EXHIBIT C

TOWN OF LEDGEVIEW ACCESS EASEMENT

Part of Lot 53, Hickory Creek 2nd Addition, being located in part of Private Claim 36,
East Side Fox River, Town of Ledgeview, Brown County, Wisconsin.

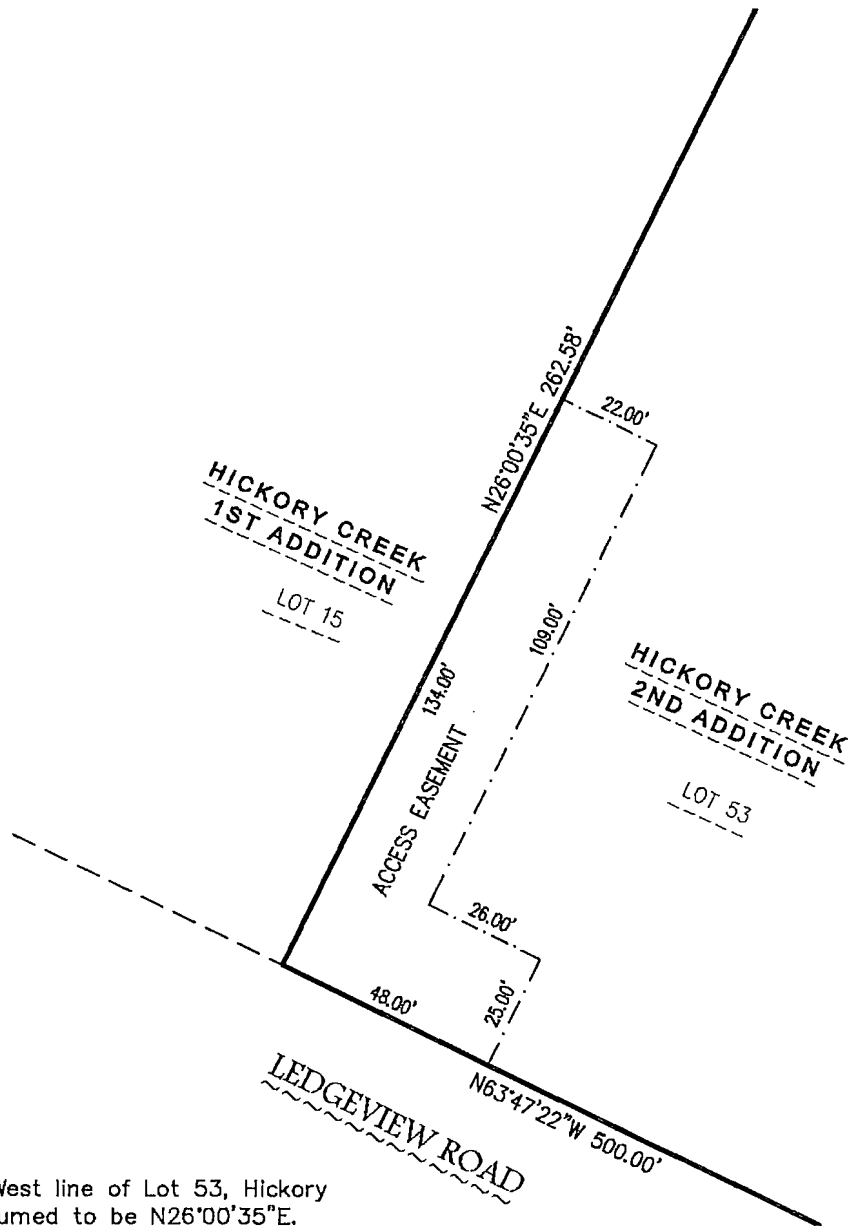
Graphic Scale: 1" = 40'



North



Bearings referenced to the West line of Lot 53, Hickory
Creek Second Addition, assumed to be N26°00'35"E.



Client: Classic Construction
Tax Parcel: D-437-53
Drafted By: BAB
File: C-3818Exhibit 103122.dwg
Data File: C-3818.txt

Mau & Associates, LLP

LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of One
Project No.: C-3818
Drawing No.: X-1368
Fieldwork Completed: n/a

CONSENT OF MORTGAGEE

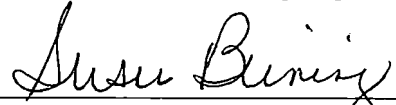
The undersigned, being the holder of a Mortgage executed by GR4 Properties LLC to the undersigned, does hereby consent to all the terms and conditions of the foregoing Declaration of Condominium for Hickory Creek Condominium dated _____, and agrees that its interest in the Property shall be subject in all respect to the terms thereof.

Dated this 31st day of January, 2023


Ledgeview Development of Brown County, LTD
By: Steven J. Jauquet
Print Title: President

STATE OF Wisconsin)
COUNTY OF Brown) ss.

Personally came before me this 31st day of January, 2023, Steven J. Jauquet, the President of Ledgeview Development of Brown County, LTD, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.


[Notary Public Signature]
Print Name: Susan Beining
Notary Public, State of Wisconsin
My commission expires: 10/08/2026

