

Document Number

**Declaration of Condominium
Title of Document**

For Exhibit see Vol. 14 Page 71
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DILLMAN, HOLBROOK, WURTZ,
ROTH & BASLER, LLP
641 Riverfront Drive
Sheboygan, WI 53080**

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DECLARATION OF CONDOMINIUM
FIELDPOINTE CONDOMINIUM

THIS DECLARATION is made by JAMES R. PIRTLE and SANDRA J. PIRTLE husband and wife, and MARY L. BRUESEWITZ f/k/a MARY L. KOHLBECK, a married person, who are the owners of the property described herein, for the purposes of subjecting the following described real property to this declaration and the provisions of the Wisconsin Condominium Ownership Act.

The property subject to condominium by this Declaration is described as: Lot 24 of Deer View Subdivision, located in a part of the SE ¼ of the NE ¼ and part of the NE ¼ of the NE ¼, Section 15 T.15N. R.23E, Town of Wilson, Sheboygan County, Wisconsin.

The condominium is located at 1402 and 1404 Kaat Lane, Sheboygan, WI 53081, Sheboygan County, Wisconsin.

The name of the condominium shall be FIELDPOINTE CONDOMINIUM.

The mailing address of the condominium shall be 1402 Kaat Lane, Sheboygan, WI 53081. For condominium business a copy must be sent to 1404 Kaat Lane Sheboygan, WI 53081 or the mailing shall be deemed ineffective as notice to the Association or the Condominium.

The condominium shall consist of one (1) building containing two (2) units.

ARTICLE I. DEFINITIONS

"Unit Owner" shall mean, refer to and include every record owner, whether one or more persons or entities, legal or equitable, of a fee simple title to the condominium units.

"Building" shall refer to the two (2) unit duplex type building with a floor plan as set forth on the condominium plat which is incorporated herein.

ARTICLE II. DESCRIPTION AND IDENTIFICATION OF UNITS AND COMMON ELEMENTS

The units are separately designated by an identifying number on the condominium plan which is incorporated herein. Each unit consists of two levels (with a garage on the main level), a crawl space above the main level, and a basement level. The two levels are connected by interior elevators with access limited to the separate unit. The elevators and other mechanicals (pumps etc), and heating/cooling systems are part of the respective units and not condominium property. Each unit has separately metered public utilities. The boundaries of each unit shall be the finished interior surface of its perimeter walls and ceilings including the garage and storage areas. All of the nonbearing interior walls and all interior floors shall be part of the respective units.

The common elements are all of the property not designated as Unit 1 or 2 on the condominium plat or this declaration. The owners of each unit shall have an undivided interest as tenants in common in the common elements. The well is a common element.

The limited common elements are part of the common elements of the project but are permanently assigned and limited to the exclusive use of designated units as follows:

The unenclosed entrances to each unit shall be limited common elements to be repaired and maintained by the condominium but exclusively utilized by such unit.

The items marked L.C.E. Unit 1 and L.C.E. Unit 2 abutting Kaat Lane are utilized for driveway purposes and access to the respective garages of the unit designated. They may not be

obstructed or utilized by the owner of the other unit for any purpose other than access to such other unit. The other items marked L.C.E. Unit 1 and L.C.E. Unit 2 are utilized for lawn and garden purposes. Each owner shall be individually responsible for the cost of landscaping and may utilize their respective lawn and garden area as they desire so long as the use is consistent with lawn and garden purposes and does not affect the other unit. Each unit shall have the right of access to the lawn and garden area of the other for the purpose of access to their respective lawn and garden area.

ARTICLE III. PROPERTY RIGHTS

Each unit and its owner shall own an undivided one half interest in the common elements including limited common elements.

Each unit, together with its undivided interest in the common elements and facilities, shall constitute real property for all purposes.

Each owner, together with his family and guests, may use the common elements for all purposes for which they were designed and intended. No owner, his family and guests may hinder or encroach upon the lawful rights of any other owner, such owner's family and guests or tenants with respect to such use.

The construction or purchase of new capital improvements not replacing existing or damaged improvements may be levied only upon the approval of both unit owners.

If a proposed expenditure or action for the repair, maintenance or upkeep of the property, or for the operation of the property, is not approved by both owners and a unit owner believes the expenditure or action is necessary for the safety or proper use of the property or of the owner's

unit, a unit owner may challenge a refusal to expend by the other owner in an arbitration proceeding under ch. 788.

The Association may borrow money, acquire, and convey property in the name of the Association.

The condominium property shall be subject to easements of record.

ARTICLE IV. MANGAGEMENT AND CONTROL

The Condominium Association shall not be incorporated.

It shall not have a statutory reserve account.

A representative from each unit shall constitute the Board of Directors of the Association.

Each unit owner shall select a representative to serve as a Director. Each unit shall be entitled to one representative only. If there exists more than one owner of a unit, then they shall determine between themselves who shall be the unit representative on the Board of Directors. If an owner shall own both units, such owner shall decide all matters until separate ownership is again established.

The Association shall not have bylaws, being bound by this Declaration and such other agreements as may be made from time memorialized in writing with a signed copy provided to both unit owners.

If a matter is not able to be resolved informally, either of the owners may advise the other of a request for determination of a condominium issue by delivering to the other a written statement specifying the request and the proposed action to be taken. If the matter is not agreed upon within 15 days of delivery the issue shall be deemed not approved by the other owner.

Each owner shall retain a copy of all important records of the association.

ARTICLE V. COVENANT (AND LIEN) FOR ASSESSMENTS

Each unit owner hereby covenants and agrees to pay such assessments as may be necessary or proper for the benefit of the condominium. Common expenses shall be charged to and any common surplus may be distributed to the unit owners equally.

Annually upon the anniversary date of the recording of this Declaration or such other time as agreed upon by the Board of Directors, the Board shall prepare and adopt an annual budget setting forth the anticipated common expenses for the coming year and the amount and purpose of any other anticipated expenses. The annual assessment shall be due and payable to the Association each year on the anniversary of the recording of this Declaration or such other date or dates as may be decided by the Board. Should the annual assessment be insufficient to pay the common expenses each unit owner shall pay to the Association such sum as is necessary to eliminate the deficiency. If the Board determines that there is an excessive surplus the excess may be refunded to the unit owners.

A condominium bank account shall be established for the deposit of condominium assessments and disbursement of all condominium funds.

Assessments, together with interest thereon 1.5 % per month on any unpaid balance and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be and constitute a continuing lien in favor of the Association upon the unit(s), and the undivided interest in the common elements and facilities appurtenant thereto, against which such assessment is made, which lien shall arise upon determination of the assessment and may be

foreclosed pursuant to Wisconsin Law. In addition, if an assessment is against one of the units only it shall be personal obligation of the owner(s) of such unit and such personal obligation shall pass to all successors in title.

Upon request of a unit owner, the other unit owner shall sign a statement regarding the status of assessments to effectuate the transfer of a unit or other valid purpose.

No owner may escape liability for the payment of assessments by non-use of any of the common elements or by abandonment of his, her and/or its units.

The lien for assessment liens shall be prior to all other liens except as provided by law.

Should any local government unit levy an assessment for public improvements against any part of the condominium property, such assessments shall be paid by the Association as a common expense.

ARTICLE VI. DAMAGE AND DESTRUCTION OF PROPERTY - INSURABLE RISKS

Repair and Reconstruction After Damage: In the event repairs of any damage to or destruction of the property is reasonable, repairs shall promptly be undertaken by the Association to reconstruct the property to a condition compatible with the remainder of the condominium. Any cost of repair or reconstruction of common elements in excess of available insurance proceeds shall be a common expense except as may be caused by the negligence of the other unit owner or such owners tenants.

In the event repairs of any damage to or destruction of the property is unreasonable, the unit owners shall determine whether to reconstruct.

Each unit owner shall be responsible for all damages to any other unit or to the common

or limited common elements and facilities resulting from misconduct, negligence or misuse on the part of said unit owner.

ARTICLE VII. ALTERATIONS AFFECTING THE OTHER UNIT

No alteration of the premises affecting the interests of the other owner shall be commenced, until plans and specifications showing the nature, kind, shape, height, materials, color and location thereof shall have been submitted to and approved by the other unit.

In the event that the other unit owner fails to approve such plans and specifications within thirty (30) days of their submission, such plans and specifications shall be deemed to have been disapproved and the matter submitted to arbitration. However, except for the installation of a roof antenna or satellite dish not over twelve (12) feet in height, the exterior appearance of the building shall not be changed without approval of both units.

ARTICLE VIII. MAINTENANCE AND REPAIR

All maintenance and repairs to the common elements, including limited common elements, shall be made by the Association (not individual unit owners) and assessed equally to both units.

ARTICLE IX. USE RESTRICTIONS

Each unit is intended for and its use shall be restricted to single-family residence only.

No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to the other owner or interferes with the peaceful possession or proper use of the property by the other owner.

Pets shall be limited to two domestic pets per unit.

No signs of any kind shall be displayed to public view on the condominium property except those approved and authorized in advance by both units.

Units may be rented but any lease in excess of thirty days shall be in writing and with a copy delivered to the other owner within 5 days of execution. All leases shall contain a provision that the tenant shall abide by the rules and regulations of the Association and this Declaration and that the tenant acknowledges receipt of a copy of this Declaration.

Other rules relating to occupancy may be adopted by the Association. Disagreements shall be subject to arbitration.

ARTICLE X. INSURANCE

The Association shall obtain fire and other hazard insurance with extended coverage, vandalism and malicious mischief endorsements, or other appropriate insurance coverage, insuring all condominium property and the individual units but not including contents of the units.

Such insurance shall name as insureds the Association, the unit owners and their mortgagees as their interest may appear and such insurance shall be in an amount equal to the full replacement value of the property including both units.

Each policy shall provide that proceeds shall be payable to both unit owners as trustees for the Association in trust for both unit owners and their mortgagees as their interests may appear. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified

without at least 30 days prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least 10 days prior to expiration of the then current policies.

The Association shall also obtain and maintain public liability insurance in such limits as Unit owners determine, covering the Association. Such public liability coverage shall also cover cross liability claims of one insured against another. Such public liability insurance shall be in a single limit of at least Three Hundred Thousand Dollars (\$300,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Such insurance shall provide liability coverage for all common and limited common elements set forth herein in the Exhibits hereto.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any unit owner and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance for the Associations. Each unit owner is responsible for obtaining such liability insurance as is necessary to insure his interest and liability for damages arising from the use and occupancy of his premises as may be made by third parties and is further responsible for obtaining such property insurance as may be necessary to insure his interest in personal or other property within the project.

A copy of this declaration shall be submitted by the Association and each unit owner with any application for insurance regarding the Condominium.

ARTICLE XI. RIGHT OF FIRST REFUSAL

Each unit owner grants to the other unit owner a right of first refusal to purchase the other unit owner's unit. Should that unit owner receive an offer to purchase said unit, the unit owner exercising this right of first refusal shall have the right to refuse to purchase the unit being sold or to purchase the unit being sold under the same terms and conditions of the offer received by the other unit owner. Should an offer be received by a unit owner, it shall be delivered to the other unit owner and said unit owner shall have fifteen (15) days from the date of delivery of said offer to meet the terms of said offer or refuse to meet the terms of said offer. Any such acceptance or refusal shall be in writing. However, should the refusal not be put in writing, the expiration of the fifteen (15) days shall give the unit owner providing notice the right to sell the unit owner's unit to the third party offering to purchase. If the other unit owner exercises its right of first refusal, they shall close the purchase of the unit either on the date set forth in the offer or within thirty (30) days of the unit owner's notice that the unit owner intends to exercise the right of first refusal, whichever date comes last.

ARTICLE XI. ARBITRATION

Acceptance of a conveyance of a unit is deemed to constitute an agreement by the unit owner to submit disagreements involving the condominium to arbitration if requested by the other unit owner. The unit owners, upon a written request for arbitration shall name a proposed arbitrator. If there is no agreement on a single arbitrator, each shall name an arbitrator and the

two (2) arbitrators shall select a third person and the three (3) shall serve as an arbitration panel chaired by the third person. Failure to designate an arbitrator within 15 days of written demand to do so shall result in a waiver of the right to designate an arbitrator. Each party shall submit a proposal for resolution of the issue disputed and the arbitrator shall select one of the proposals for adoption. The expense of the arbitration shall be paid by the unit owner or owners whose proposal is not accepted by the arbitrator(s) and be a lien against such owner's interest in the condominium and a personal obligation of such owner.

The arbitration award shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it.

ARTICLE XII. GENERAL PROVISIONS

The provisions of this Declaration shall run with and bind all property submitted to condominium ownership and shall bind all present and future parties having any legal or equitable right, title or interest therein. Either owner shall have the right to enforce all provisions of this and the rules and regulations of the Association by any proceeding at law or in equity. Failure to proceed with such enforcement shall not be deemed or constitute a waiver of the right to therefore enforce the original or any subsequent violation.

The holder of any mortgage of any unit or units which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated herein, shall have the right to receive written notice of any proposed amendment to this Declaration.

This Declaration may be amended if both unit owners approve such amendment and the amendment is recorded the office of the Register of Deeds for Sheboygan County.

The resident agent is Sandra J. Pirtle whose address is 1402 Kaat Lane, Sheboygan, WI 53081. The Association may designate a successor resident agent effective upon filing notice thereof with the Department of Financial Institutions.

In the event any one or more of the covenants, conditions, restrictions or easements contained in this Declaration is declared invalid, such invalid provision shall in no way affect any other provision of this Declaration which shall remain in full force and effect.

Dated at Sheboygan, Wisconsin this 14th day of February, 2005.

FIELDPOINTE CONDOMINIUM by:

JAMES R. PIRTLE
JAMES R. PIRTLE

Sandra J. Pirtle
SANDRA J. PIRTLE

Mary L. Bruesewitz
MARY L. BRUESEWITZ f/k/a MARY L. KOHLBECK

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

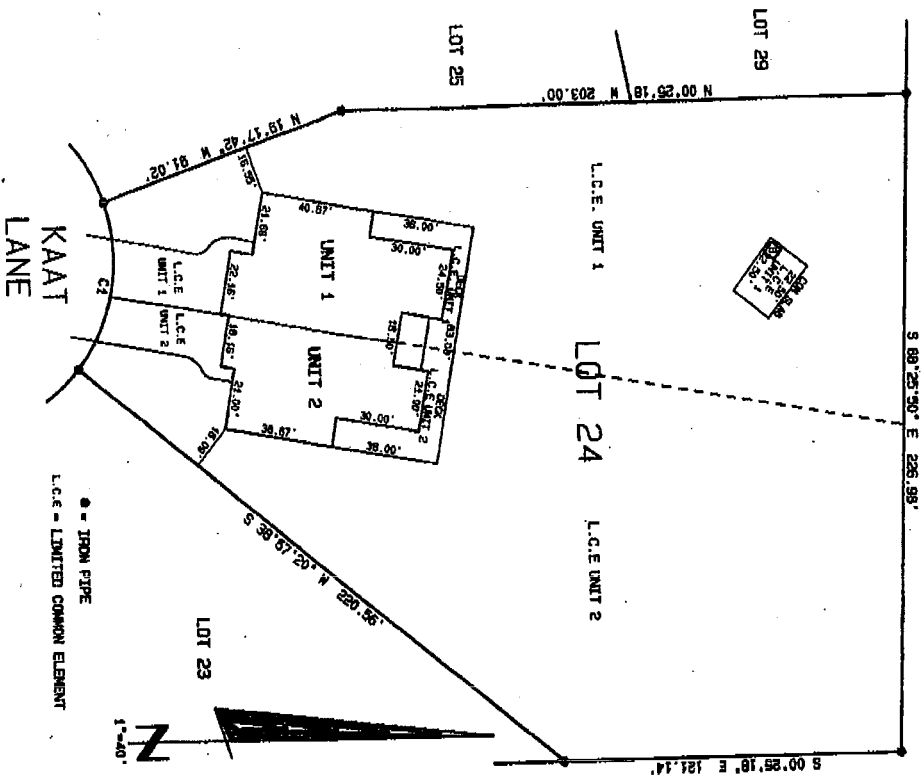
Personally came before me this 14th day of February, 2005, JAMES R. PIRTLE, SANDRA J. PIRTLE AND MARY L. BRUESEWITZ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jessica A. Ford
Notary Public, State of Wisconsin
My commission: 6/20/05

This Declaration drafted by:
Attorney William H. Holbrook

FIELDPOINTE CONDOMINIUM

LOT 24 OF DEER VIEW SUBDIVISION, LOCATED IN A PART OF THE SE1/4 OF THE NE1/4 AND PART OF THE NE1/4 OF THE NE1/4 SECTION 15 T. 14N. R. 23E., TOWN OF MILSON, SHERBOURN COUNTY, WISCONSIN.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

Dennis J. Van Slyke

DENNIS J. VAN SLYKE R.L.S. - 1238

DATED THIS 31ST DAY OF AUGUST, 2004

BASEMENT
1"=20'

