

**CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR EMPTY NEST CONDOMINIUM**

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 22nd day of January, 2004, by Jeffry C. Henning (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

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

Declarant hereby declares that he is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements thereon (hereinafter referred to as "the property") which is hereby submitted to the condominium form of ownership is provided by 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, his successors and assigns, and to all parties hereafter having any interest in the property.

2. NAME AND ADDRESS.

The aforesaid real estate and all buildings and improvements thereon and thereto shall be known as EMPTY NEST CONDOMINIUM. The address of the Condominium is 2420/2422/2424/2430/2432/2438/2440 Carmen Avenue & 3721 South Business Drive, Sheboygan, Wisconsin 53081.

3. LEGAL DESCRIPTION.

The following described real estate, also described in the Condominium Plat attached hereto as Exhibit "A", is hereby subjected to the provisions of this Declaration:

Tract 2 of Volume 6, Certified Survey Maps, page 202, being a part of the NW 1/4 of the NW 1/4, Section 3, Town 14 North, Range 23 East, the Westerly 47 feet thereof lying in the Town of Wilson and the remainder lying in the City of Sheboygan, Sheboygan County, Wisconsin.

4. DESCRIPTION AND LOCATION OF BUILDING.

There shall be one (1) main building on the real estate described in Section 3 above, which building shall contain eight (8) units. Said building is one story in height, has separate full basements, and is constructed principally as a wood frame building with vinyl siding, and roof covered with asphalt composition roofing shingles. The building is to be located on the real estates as indicated in the Condominium Plat marked Exhibit "A" attached hereto and made part of this Declaration. The building and units are more fully described in the building and floor plans attached hereto as a part of the Condominium Plat.

5. DEFINITION AND DESCRIPTION OF UNITS.

5.1 Definition. A unit (including garage for Units 1 through 7 & including storage for Unit 8) is that part of the building intended for individual, private use, comprised of one or more cubicles or 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 units, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained. Units 1 through 7 shall have exclusive use of the garage attached to each respective unit. Unit 8 shall have exclusive use of the storage unit located behind and adjacent to Units 3 and 4.

5.2 Identification. Each unit is numerically designated as set forth in the Condominium Plat attached hereto. In addition, each unit has a designated street address which is not shown on the Condominium Plat. Unit One is commonly known as 2440 Carmen Avenue, Sheboygan, Wisconsin 53081, Unit Two is commonly known as 2438 Carmen Avenue, Sheboygan, Wisconsin 53081, Unit Three is commonly known as 2432 Carmen Avenue, Sheboygan, Wisconsin 53081, Unit Four is commonly known as 2433 Carmen Avenue, Sheboygan, Wisconsin 53081, Unit Five is commonly known as 2424 Carmen Avenue, Sheboygan, Wisconsin 53081, Unit Six is commonly known as 2422 Carmen Avenue, Sheboygan, Wisconsin 53081, Unit Seven is commonly known as 2420 Carmen Avenue, Sheboygan, Wisconsin 53081, Unit Eight is commonly known as 3721 South Business Drive, Sheboygan, Wisconsin 53081. The approximate area of each unit, number of rooms, immediate common elements to which the units have access, and further details identifying and describing the units are set forth in the Condominium Plat.

6. COMMON ELEMENTS AND FACILITIES.

6.1 Description. The common elements and facilities shall consist of all of EMPTY NEST CONDOMINIUM improvements and appurtenances, except the individual units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the building is located; building exteriors, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of a unit); roofs, foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines, well, pump, pressure tank, water and sewer laterals; outside walls, girders, beams and supports; and the walks, driveways, outdoor parking areas, and landscaping comprising the Condominium property.

6.2 Easements. Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls and to the center of the common walls with the adjoining unit for purposes of adding additional utility outlets, wall hangings, erection of not-bearing partition walls, and the like, where space between the walls may be necessary for such uses; provided that the owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the units, and provided further that the common elements and facilities be restored to their former condition by the unit owner at his/her/their sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit owners (hereafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the common elements and facilities are designated as "limited common elements", as shown in the Condominium Plat. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant, to the exclusion of the other unit in the condominium. Such limited common elements consist of the garage, patios, and such other limited common elements as may be identified in the Condominium Plat.

7.2 Use. The manner of use of the limited common elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no unit owner shall alter, remove, repair, decorate, landscape, or adorn any limited common element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes or alterations shall be made by any unit owner to any of the limited common elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each unit owner shall own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with the other unit owner and, except as otherwise limited in the Declaration, shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his/her/their 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/her/their unit.

The percentage of such undivided interest in the common elements and facilities and limited common elements relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be 13.75% per unit for Units 1 through 7 and 3.75% for Unit 8.

9. ASSOCIATION OF UNIT OWNERS.

9.1 Membership, 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 **EMPTY NEST CONDOMINIUM OWNER'S ASSOCIATION** (hereinafter "Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the unit shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

9.2 Voting Rights. Each unit shall be entitled to one (1) vote at meetings of the Association. Only one (1) membership and one (1) vote shall exist for each unit; if title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. The vote pertaining to the unit may be shared pro rata among the owners, but unanimous agreement is conclusively presumed if any one of them purports to cast the one vote without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary stating that thereafter votes must be cast pro rata.

The respective rights, qualifications, and obligations of the members shall be as set forth in the By-Laws of the Association.

10. RESIDENTIAL 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 the By-Laws of the Association.

11. REPAIRS AND MAINTENANCE.

11.1 Individual Units. Each unit owner shall be responsible for keeping the interior of his/her/their 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, 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 heater, furnaces, doors, and windows (including replacement of broken glass), screens and screening, lighting fixtures, refrigerators, heating and air conditioning equipment, dishwashers, disposals, laundry equipment such as washers, dryers, ranges, or other equipment which may be in or connected with the unit.

11.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements 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, repair and maintenance of building and garage exteriors, walls and roofs, repair and maintenance of walks and drives, and maintenance and upkeep of all landscaping.

The percentage of such undivided interest in the common elements and facilities and limited common elements relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be 13.75% per unit for Units 1 through 7 and 3.75% for Unit 8.

11.3 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/her/their unit, or in or to the exterior of the building or any common or limited common elements 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.

11.4 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners, except in the case of an emergency when injury or property damage will result from delayed entry, 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 except as allocable to an individual unit or units.

12. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS AND WALLS.

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, ceilings, floors, and doors forming the boundaries of his/her/their unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partitions walls of a non-structural nature; provided that such unit owner shall take no action which in anyway will materially change any common walls.

13. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total destruction of a building or buildings, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan, and specifications as originally built, unless within five (5) days of the date of damage or destruction, by affirmative 100% vote of the unit votes entitled to be cast, it is determined not to rebuild or repair. In such event, the property shall be removed from the provisions of the Condominium Ownership Act by an instrument to that effect duly recorded, and the same shall have and be given effect as in the case of a unanimous removal from the Act, pursuant to 703.28 of the Wisconsin Statutes.

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 more than Ten Percent (10%) 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 provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 14 hereof. The Association shall have the right to levy assessments as a common expense 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 any amount not less than the full replacement value of the buildings from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waive its rights of subrogation as to any claim against the unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated, nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents, and guest, without thirty (30) days prior written notice to the Association giving it the 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 Section 134 hereof, the proceeds of such insurance shall be paid to the Association as trustee 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 interest may appear, in the manner provided by the Act.

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 power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he/she/they direct(s) the Board of Directors to include in such policies for his/her/their additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his/her/their own expense, to provide any additional insurance coverage on his/her/their improvements 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

elements and facilities and the limited common elements in such amounts as may be determined at the discretion of the Board of Directors from time to time.

15. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance, and other expenses of the common elements and facilities and limited common elements, including common services provided to the unit owners, shall be paid for by the Association. The Association shall make assessments against the unit owners and the units for such common expenses in proportion with the percentage of the undivided interest in the common and limited common elements and facilities relating to each unit, in the manner provided in the By-Laws of the Association. No unit owner may exempt himself/herself/themselves or his/her/their unit ownership from liability for his/her/their contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common elements and facilities or by abandonment of his/her/their unit; and no conveyance shall relieve the unit owner-grantor of his/her/their unit of such liability, and he/she/they shall be jointly, severally and personally liable along with his/her/their grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his/her/their unit have been paid.

All assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act. Assessments shall be made against the unit owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses of the association for the ensuing year; however, if prorated and paid monthly, the assessments shall not be considered due until the respective installment payment dates. In the event of a delinquency in payment, the Association may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

16. 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 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 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 or separated.

17. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of undivided interests in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease, or other instrument affecting title to such unit ownership

without including therein both his/her/their interest in the unit and his/her/their corresponding percentage of ownership in the common and limited common elements and facilities, 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. EASEMENTS, RESERVATIONS, AND ENCROACHMENTS.

18.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and 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 elements and facilities to service the condominium property.

18.2 Encroachments. 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 elements and facilities, or limited 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 and facilities, or limited common elements, or any portion of any unit encroaches upon any part or 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, and unit and common element boundaries shall be as provided in the Act. 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 elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

18.3 Binding Effect. All easements and rights described in this Section 18 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, their successors and assigns, and on all unit owners, purchasers, and mortgagees, and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

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 of 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.

20. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended by an affirmative unanimous vote and written consent of all votes entitled to be cast by members of the Association and written consent of their respective mortgages. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. The amendment shall be recorded with the Register of Deeds for Sheboygan County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his/her/their address on file with the Association.

21. ARBITRATION CLAUSE.

In the event of a deadlock between the any unit owners, after such a deadlock has been appropriately reconsidered by the Board of Directors in accordance with Section 703.365(6)(b) of the Act, or any amendments to the Act subsequent hereto, then such decision shall be submitted for an arbitration proceeding as provided in Section 703.365.

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 (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent 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/her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him/her.

23. RESIDENT AGENT.

The Resident Agent for the Condominium shall be the occupant of Unit 8, (3721 South Business Drive, Sheboygan, Wisconsin 53081), or such other person or party as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. The Association may designate successors to the Resident Agent by affirmative vote of a majority vote of the unit owners.

24. 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.

25. CAPTIONS.

The captions and section heading 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 positions hereof.

26. 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 effect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

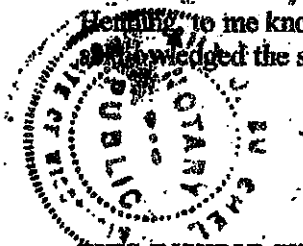
IN WITNESS WHEREOF, the said, Declarant, have caused this document to be executed at Sheboygan, Wisconsin as of the date first set forth above.

Jeffrey C. Henning
Jeffrey C. Henning

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this 22nd day of January, 2004, the above-named Jeffry C. Henning, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

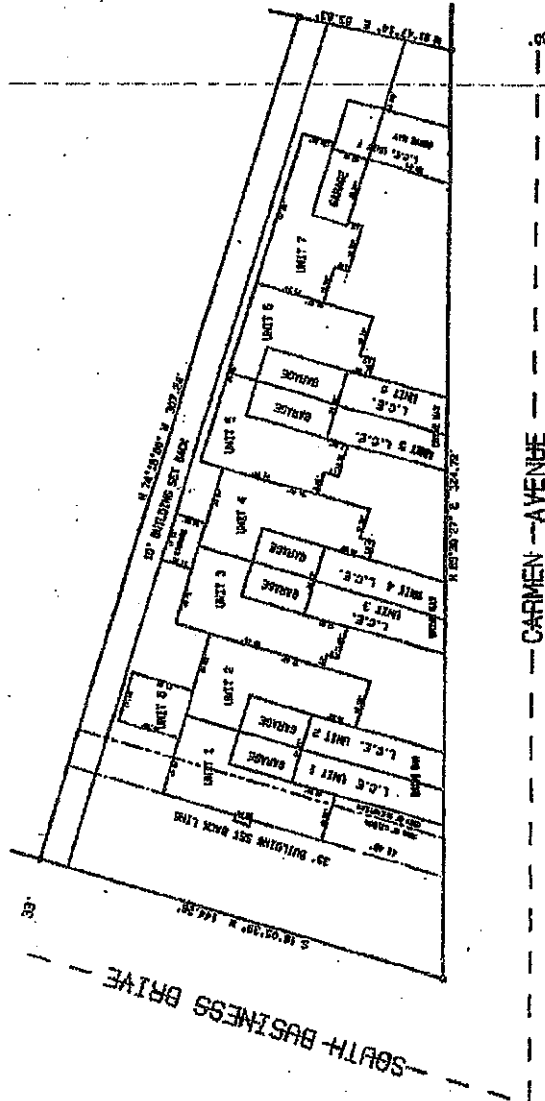


Ann J. Buechel
Notary Public, State of Wisconsin
My Commission (Is) (Expires) 9-5-04

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Pam Kahn-Stein

EXHIBIT "A"

TRACT "2" OF CERTIFIED SURETY MAP RECORDED IN VOLUME 5, PAGE 202, THE WESTERLY 47.00 FEET OF WHICH LIES IN THE TOWN OF WILSON, AND THE REMAINDER LYING IN THE CITY OF SHERBOURN, LOCATED IN THE NW1/4 NW1/4 OF SECTION 5, T.14N., R.22E., SHERBOURN COUNTY, WISCONSIN.



1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10

SLAVEY'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF
 THE INFORMATION RECEIVED AND THE IDENTIFICATION MADE
 LOCATION OF EACH UNIT AND COMMON ELEMENTS CAPTURED
 DETERMINED HERE FROM.

8-5/8-2
JONES, J. VAN BLADES W.O.I.S. 5-12-30

DATE: MAR 29 1964 DAY OF THE WEEK: MONDAY



4- FOR FILE
L.S.E. - LISTED ABOVE SUBJECT

DATE RECEIVED:

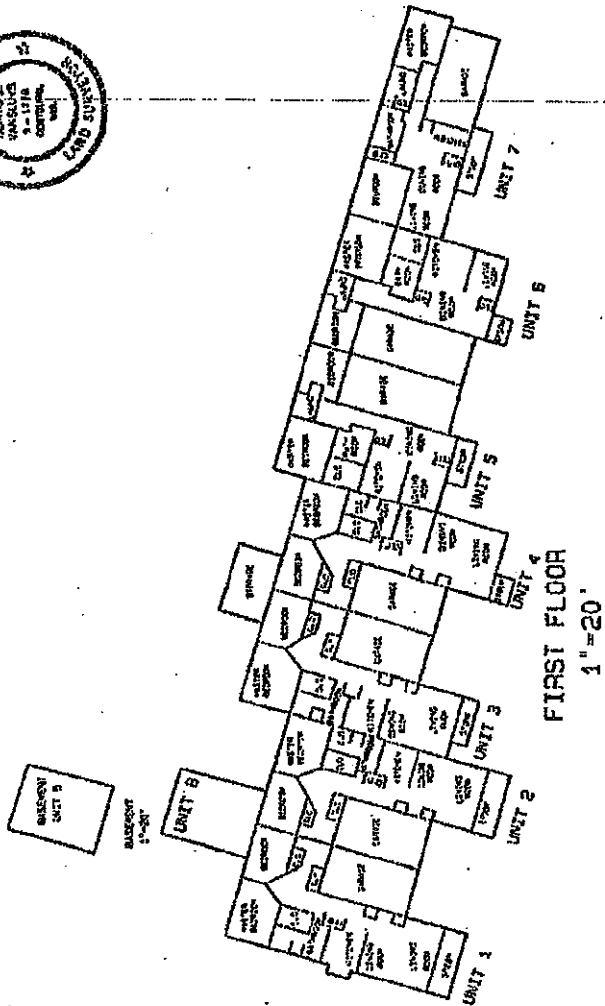
● 2019

Legibility impaired

EMPTY NEST CONDOMINIUM

TRACT "2" OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 6, PAGE 282, THE WESTERLY 47.00 FEET OF WHICH LIES IN THE TOWN OF ALISON, AND THE REMAINDER LYING IN THE CITY OF SHERBOGAN, LOCATED IN THE NW1/4 NW1/4 OF SECTION 3, T.14N., R.23E., SHERBOGAN COUNTY, WISCONSIN.

Survey & Platting
1400 1st St. N.E.
Grand Rapids, MI 49503
Phone: (616) 941-1111
Fax: (616) 941-1112
E-mail: info@surveyandplatting.com
Website: www.surveyandplatting.com



Legibility Impaired

EXHIBIT

VOL 1759 PAGE 599

APPROVED

NORTH REFERENCED TO THE WEST LINE
OF THE NW 1/4 OF SEC. 3, T14N, R23E,
HAVING AN ASSUMED BEARING OF 40°10'
33" W



UNPLATTED LANDS

SECTION 3
NW CORNER
SOUTH
81861

THIS INSTRUMENT DRAFTED BY MARK DEBRAUSE OF MINZER ASSOCIATES, INC.

UNPLATTED LANDS

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 3, T14N, R23E
SHEBOYGAN COUNTY
SCALE: 1" = 60'

CERTIFIED SURVEY MAP
OF

VOLUME 6 PAGE 202

1081769

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN

Recorded for Record the 15th day of
May, A.D. 1974, by
of the 9th, and Recorded in Vol.
6, Page 202 on page 202.

Handwritten signature Register

- 1" I.B. FOUND
- 1" 24" I.B. SET
- 168 B/117
- P.K. FOUND

C.S.M. VOL 4
P.170

100' = 1" = 100'

CARMEN AVENUE

TRACT "2"
30,817 sq'

POOL
AREA

TRACT "1"
123,279 sq'

MOTEL

RESTAURANT

UNPLATTED LANDS

EAST 232.38

628.00

50.77

259.61

50.77

50.77

50.77

50.77

50.77

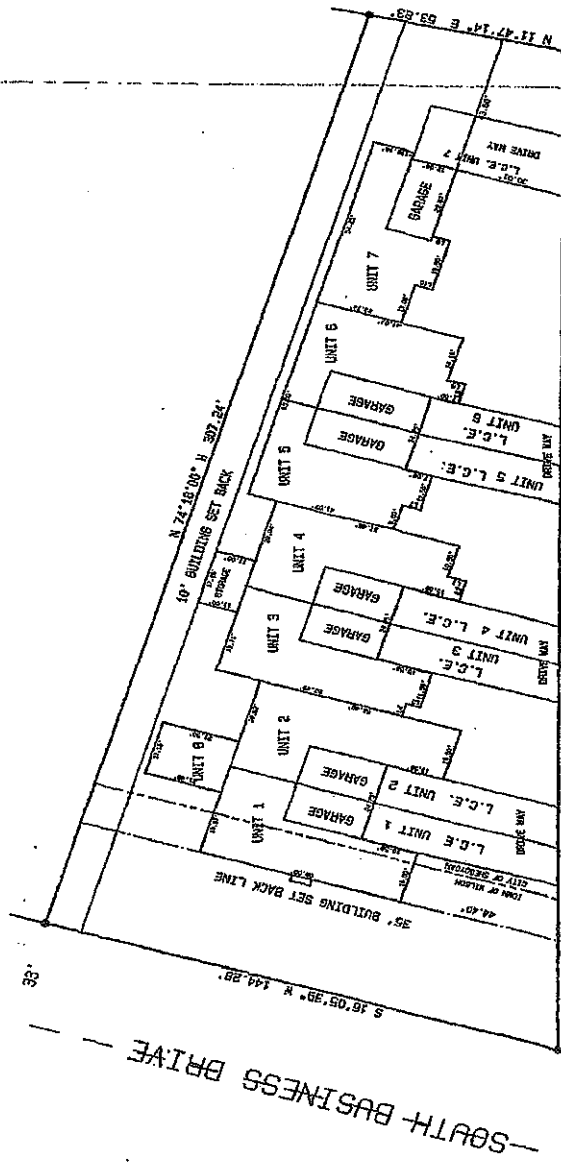
50.77

1722407

SHEBOYGAN COUNTY, WI
RECORDED IN
92/02/2004 11:46AM
DARLENE J. NOWIS
REGISTERED OF DEEDS
RECORDING FEE:
PLAT FEE: \$4.00
STAMP ID: 2
TRANS # 36391

EMPTY NEST CONDOMINIUM

TRACT "2" OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 6, PAGE 202, THE WESTERLY 47.00 FEET OF WHICH LIES IN THE TOWN OF WILSON, AND THE REMAINDER LYING IN THE CITY OF SHEBOYGAN, LOCATED IN THE NW1/4 NM1/4 OF SECTION 3, T.14N., R.23E., SHEBOYGAN COUNTY, WISCONSIN.

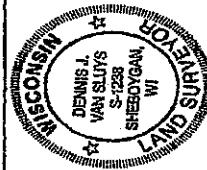


LINE	DESCRIPTION
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
18	1.00
19	1.00
20	1.00

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 Sluys
DENNIS J. VAN SLUYS R.L.S. 9-1253

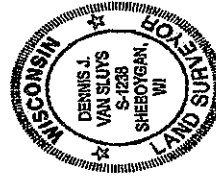
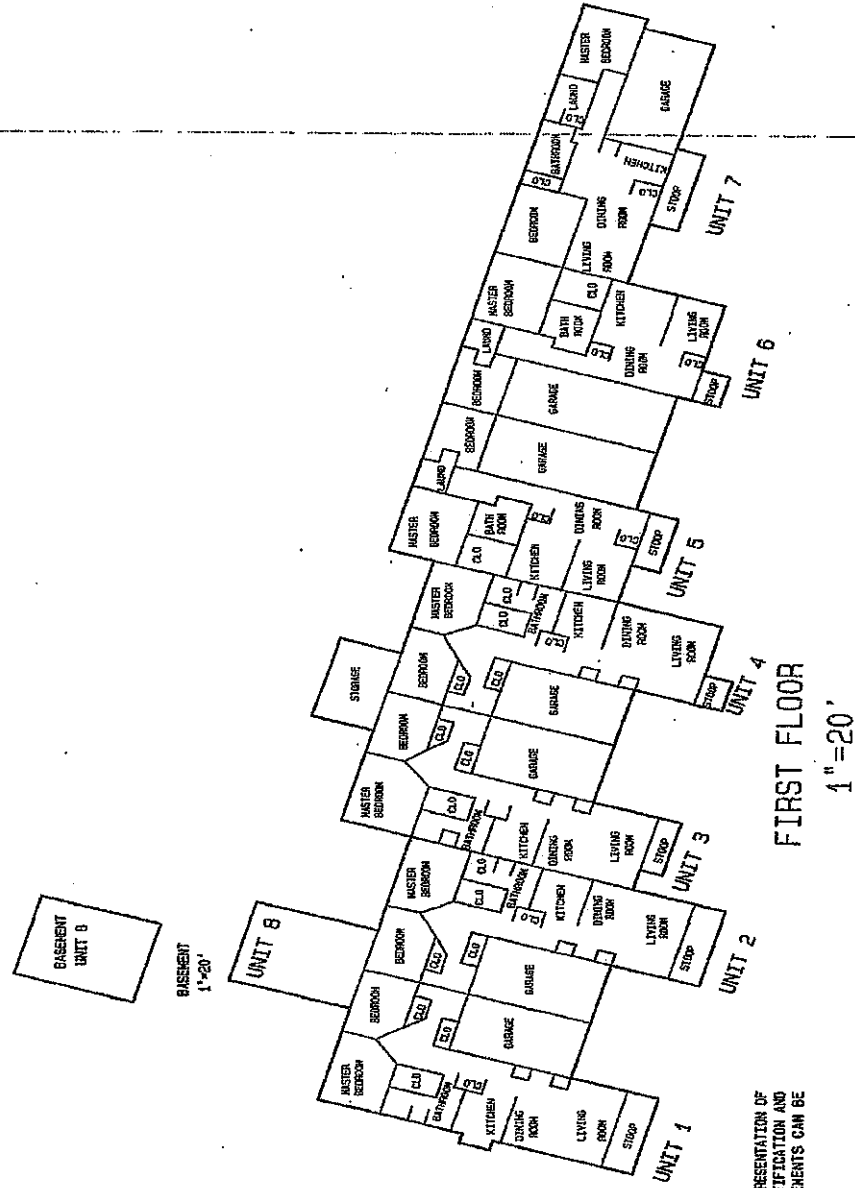
DATED THIS 29th DAY OF JANUARY, 2004.



• IRON PIPE
L.C.E. = LIMITED COMMON ELEMENT

EMPTY NEST CONDOMINIUM

TRACT "2" OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 6, PAGE 202, THE WESTERLY 47.00 FEET OF WHICH LIES IN THE TOWN OF WILSON, AND THE REMAINDER LYING IN THE CITY OF SHEBOYGAN, LOCATED IN THE NW1/4 NW1/4 OF SECTION 3, T.14N., R.28E., SHEBOYGAN 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.

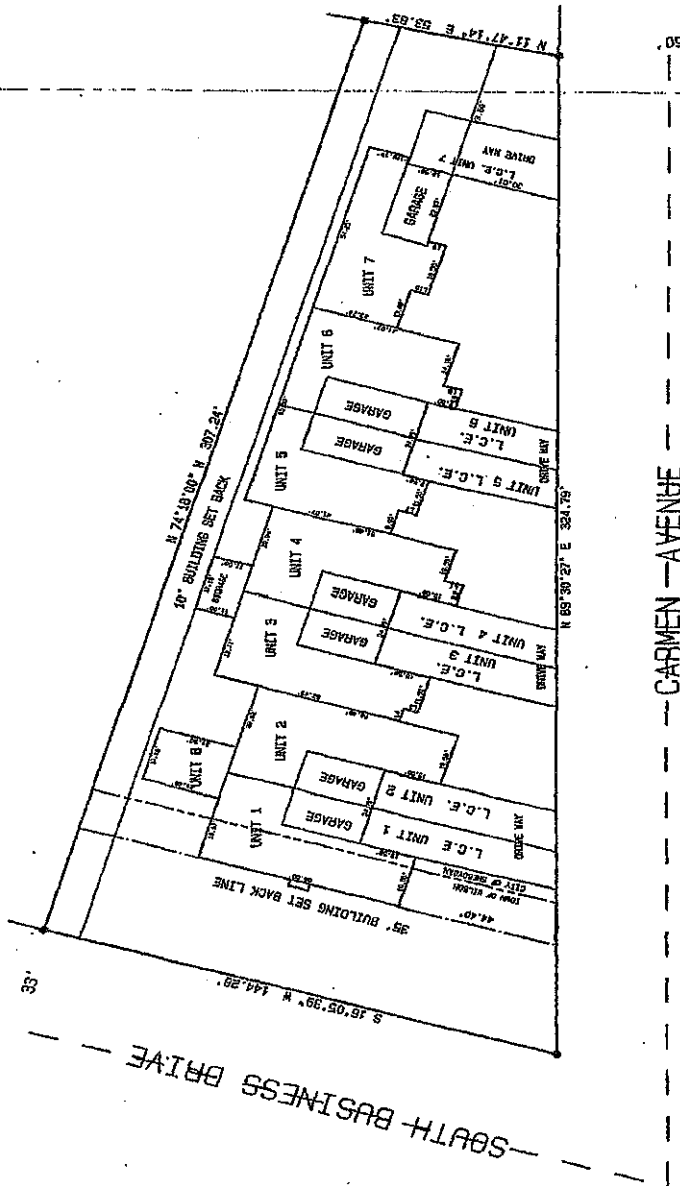
Dennis J. Van Sluys
DENNIS J. VAN SLUYS N.A.L.S. 9-1238
DATED THIS 29TH DAY OF January, 2004.

1722407

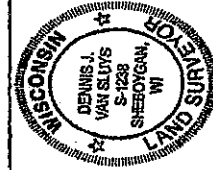
SHEBOYGAN COUNTY, WI
RECORDED IN
82/02/2004 11:45AM
DARLENE J. MARVIS
REGISTERED PROFESSIONAL
RECORDING FEE: \$6.00
PLAT PAGE: 2
STAFF ID: 2
TRANS # 36331

EMPTY NEST CONDOMINIUM

TRACT "2" OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 6, PAGE 202, THE WESTERLY 47.00 FEET OF WHICH LIES IN THE TOWN OF WILSON, AND THE REMAINDER LYING IN THE CITY OF SHEBOYGAN, LOCATED IN THE NW1/4 NW1/4 OF SECTION 3, T.14N., R.23E., SHEBOYGAN COUNTY, WISCONSIN.



LINE	DISTANCE
1	5.00
2	5.00
3	5.00
4	5.00
5	5.00
6	5.00
7	5.00
8	5.00
9	5.00
10	5.00



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 S-1238
DATED THIS 29th DAY OF JANUARY 2004.

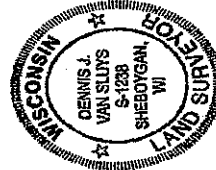
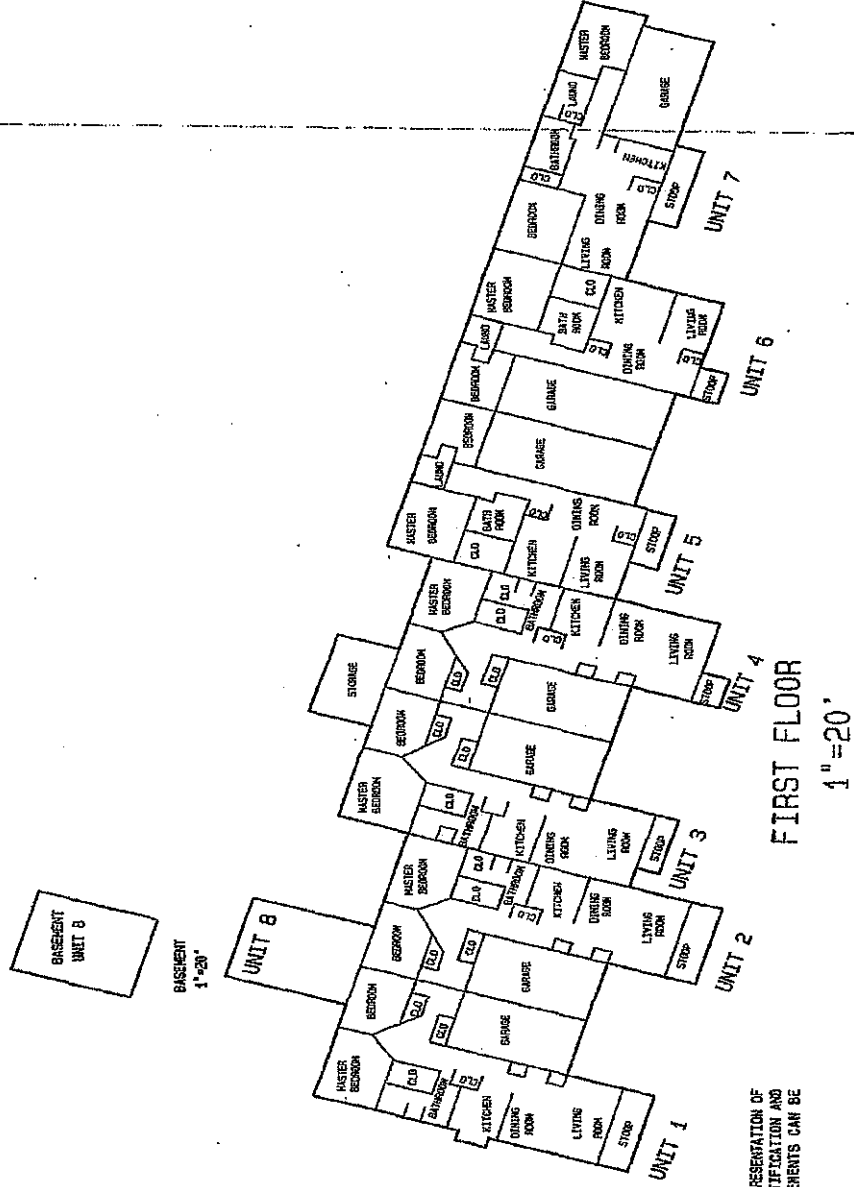
• TRIM P/PC
L.C.E. = LIMITED COMMON ELEMENT

DATA/ASHEB/DP/TYNS/COMPAG

PAGE 1 OF 2

EMPTY NEST CONDOMINIUM

TRACT '2' OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 6, PAGE 202, THE WESTERLY 47.00 FEET OF WHICH LIES IN THE TOWN OF WILSON, AND THE REMAINDER LYING IN THE CITY OF SHEBOYGAN, LOCATED IN THE NW1/4 NW1/4 OF SECTION 3, T.14N., R.23E., SHEBOYGAN 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 Sluys
DENNIS J. VAN SLUYS N.E.L.S. S-1238
DATED THIS 29th DAY OF Jan 2004.

Director of City Development

● 1" I.P. FOUND
○ 1 1/2" 24" L.P. SET
1.58 lb/1.11
▲ P.K. FOUND

CARMEN AVENUE

THIS INSTRUMENT DRAFTED BY MARK DEBRAUSKE OF HINZEBASSOCIATES, INC.

SURVEYOR'S CERTIFICATE

I, David C. Hinze, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped the tract of land shown on this drawing located in the Northwest 1/4 of the Northwest 1/4 of Section 3, Town 14 North, Range 23, Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 3, thence due South 819.81', thence due East 232.38' to a point in the center line of Old U.S.H. "141", thence S 73°-51'-36" E, 33.00' to the true point of beginning said point being in the East right-of-way of Old U.S.H. "141", thence N 25°-47'-17" E, 101.43' along said east right-of-way thence N 16°-08'-24" E 248.59' along said east right-of-way, thence S 83°-52'-43" E, 259.61', thence S 11°-45'-15" W, 518.83', to the north line of Carmen Avenue, thence S 89°-39'-54" W, 325.52' along said north line to the east right-of-way of Old U.S.H. "141", thence N 16°-05'-39" E, 215.88' along said East right-of-way to the point of beginning, being a tract containing 3.54 acres of land.

That I have made such survey, land-division and map by the direction of Donald L. Jacobchick & Lucille V. Jacobchick, & Roger D. of Jacobchick & Mary Jacobchick owner (s) of the land and that such drawing is a correct representation of all the exterior boundaries of the land surveyed and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Regulations of Sheboygan

County Planning and Resource Department, Subdivision Ordinance of the City of Sheboygan, Subdivision Ordinance of the City of Sheboygan, September 21, 1982

OWNER'S CERTIFICATE

As owner (s) I (we) certify that I (we) caused the land described on this drawing to be surveyed, divided, mapped and dedicated as represented on the drawing.

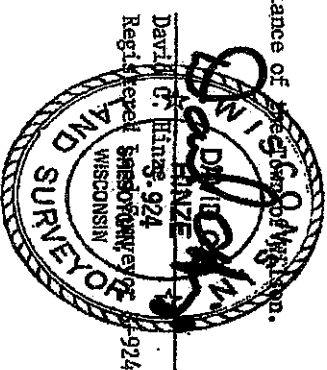
November 4, 1982
DATE

TOWN BOARD RESOLUTION
Town of Wilson

The town board, Town of Wilson, hereby approves this certified survey.

David C. Hinze
Town Chairman

David C. Hinze
Town Clerk



Donald L. Jacobchick
Donald L. Jacobchick, aka/a Don L. Jacobchick and Lucille V. Jacobchick, wife
Roger D. Jacobchick
Roger D. Jacobchick and Mary Jacobchick, wife

CONDOMINIUM DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS, AND
EASEMENTS FOR EMPTY NEST CONDOMINIUM

Document Number

Document Title

FOR EXHIBIT SEE V. 13 P. 552/3
DOC# 1722407

1722408

SHEBOYGAN COUNTY, WI
RECORDED ON

02/02/2004 11:06AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 35.00
TRANSFER FEE:

STAFF ID 2
TRANS # 36931

OF PAGES: 13

Recording Area

Name and Return Address

Jeffrey C. Henning
3721 South Business Drive
Sheboygan, WI. 53081

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

Revised 7/99

DOCUMENT NUMBER

51332

SHEBOYGAN COUNTY, WI
RECORDED ON

07-03-2000 11:49 AM

DARLENE J. NAVIS
REGISTER OF DEEDSRECORDING FEE: 12.00
TRANSFER FEE:

039895 5

UTILITY EASEMENT / INDIVIDUAL

THIS INDENTURE, made this 27th day of JUNE, 2000, between Jeffry C Henning, hereinafter called "Grantor" for One and no/100 dollars (\$1.00) and/or other valuable consideration to it paid by WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin Corporation, its successors and assigns and hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, remove, and replace necessary and usual appurtenant equipment, all for the purpose of transmitting electrical energy and/or gas for light, heat, power and signals, or for such other purpose as electric current and/or gas is now or may hereafter be used, and for communication upon, over, across, within and above and/or beneath certain easement areas as shown below, or on attached Exhibit "A", on land owned by said Grantor in the City of Sheboygan, County of Sheboygan, State of Wisconsin, described as follows, to-wit:

Recording Data

Return to:
Wisconsin Public Service Corp
Real Estate Dept.
P.O. Box 19002
Green Bay, WI 54307-9002

Parcel Identification Number (PIN)

A 10' WIDE STRIP ALONG THE NORTH PROPERTY LINE OF THE PARCEL DESCRIBED AS FOLLOWS:

UNPLATTED LAND PART OF TRACT 2 OF CERT. SURVEY MAP RECORDED IN VOLUME 6 PAGE 202 BEING PART OF THE NW NW OF SECTION 3 T14N R23E DESC AS: COM AT THE NW CORNER OF SD SECTION 3, TH S 819.81', TH E232.38' TO A POINT IN THE CENTER LINE OF S. BUSINESS DRIVE, TH S-73-DEG -51'-36"-E 80.00, TH S-16-DEG -05'-39"-W 71.32' PARALLEL TO THE CENTER LINE OF SD DRIVE TO POINT OF BEG., TH CONTINUING S-16-DEG-05'-39"-W 130.66' TO THE N LINE OF CARMEN AVE., TH N-89-DEG-39'-54"-E 276.53' ALONG SD N LINE, TH N-11-DEG-45'-15"-E53.96', TH N-74-DEG-12'-06"-W 261.15' TO BEG S.03 T.14 R.23 0.56AC.

The Grantee shall have the right to go upon the Grantor's property outside of the easement area for the purpose of gaining access to the easement area in the event direct access to the easement area is not possible. Grantee shall notify the Grantor, when possible, before going upon the Grantor's property, except in the event of an emergency.

The Grantee shall refill any trenches in which said wires or gas mains are laid, promptly and properly tamp the same and restore the surface of the ground and if the Grantee shall at any future time open said trenches for the purpose of repairing, renewing, or removing said wires or gas mains, it will, as soon as said work is done, restore the surface of the ground, and that all work performed by the Grantee on said land will be performed in a proper workmanlike manner, and that during the progress of the work, the Grantee will properly safeguard said trench.

The Grantee shall have the right to control all brush and trees within the easement area by cutting, trimming, chemically treating and/or other means as determined by the Grantee which in its judgment may interfere with or

endanger said electric, communication, or gas facilities.

The Grantor further grants to the Grantee, its successors and assigns, the perpetual right, privilege and easement to enter upon said strip of land for the purpose of laying, patrolling, repairing, renewing or removing the said facilities.

The Grantor agrees that it will not construct any improvements, including buildings, concrete structures, or other objects, or change the grade more than four (4) inches over any gas main or service or electric cable, without first securing the prior written consent of the Grantee. This agreement is to insure the conformance of the use of the easement with the (Wisconsin Gas Safety Code) (Wisconsin Electrical Code) and the Grantee's construction standards. The said Grantor further agrees that all costs incurred through the relocation of said facilities to avoid such buildings, concrete structures, or other objects or to obtain proper depth of land cover shall be borne by the Grantor.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

WITNESS the hand and seal of the Grantor the day and year first above written.

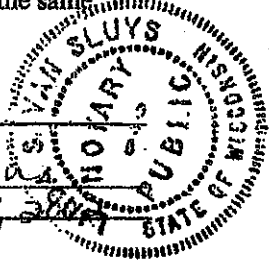
Jeffrey C Henning 6-27-00
Jeffrey C Henning

Jeffrey C Henning

STATE OF Wisconsin)
COUNTY OF Sheboygan) SS

Personally came before me this 27th day of June, 2000, the above-named Grantor(s) to me known to be the Grantor(s) who executed the foregoing instrument and acknowledged the same.

Linda S. Van Sluys
Linda S. Van Sluys
Notary Public, State of Wisconsin
My Commission expires: October 27, 2007



This instrument drafted by: Betty L Martin
WISCONSIN PUBLIC SERVICE CORPORATION

IFRIS # 050
Location # Sheboygan

1579448

Easement For:

WPL 2001-V

- Overhead Electric Line Facilities
- Underground Electric Line Facilities
- Natural Gas Main or Pipe Facilities
- Communication Line Facilities
- Water Main or Pipe Facilities

Strike the above facilities NOT included in this easement.

SHEBOYGAN COUNTY, WI
RECORDED ON

09-18-2000 12:24 PM

DARLENE J. NAVIS
REGISTER OF DEEDSRECORDING FEE: 14.00
TRANSFER FEE:

044326 5

The undersigned Grantor(s) **Jeffry Henning** (hereinafter called the "Landowner(s)"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin Corporation, Wisconsin Bell, Inc. d/b/a Ameritech, Wisconsin and Marcus Cable Partners, LP b/b/a Charter Communications** the Grantee(s) herein, the Grantees successors, assigns and licensees, the perpetual right and easement to construct, install, maintain, operate, repair, inspect or remove the above designated facilities upon, in, over and across lands owned by the Landowner(s) in the City of Sheboygan, County of Sheboygan, State of Wisconsin, said easement to be 10 feet in width described as follows:

The Northerly 10 feet of Lot 2 of that certain Certified Survey Map recorded on November 15, 1982 in Volume 6 of Survey Maps on Page 202 as Document Number 1081768, in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Said easement being a part of lands described and recorded on February 2, 1999 in Volume 1644 of Records on Pages 733 and 734 as Document Number 1533425 in the office of the Register of Deeds for Sheboygan County, Wisconsin, and is part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 3, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Record this document with the Register of Deeds

Name and Return Address:

Wisconsin Power and Light Company
Attn: Real Estate Department
P.O. Box 192
Madison, WI 53701-0192

Parcel Identification Number(s)

430778
430783

The Grantee(s) is (are) also granted the associated necessary rights to:

- 1) enter upon the premises described above for the purposes of exercising the rights conferred by this easement,
- 2) have reasonable ingress and egress for personnel, equipment and vehicles to and from said easement area across the Landowner(s) property adjacent to the easement,
- 3) construct, install, maintain, operate, repair, replace, rebuild, inspect and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary,
- 4) trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement
- 5) treat the stumps of any trees or brush to prevent regrowth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.

The Grantee(s) shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.

The Grantee(s) shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to the Landowner(s), the heirs, successors and assigns of every use and enjoyment of said land not inconsistent with the construction, installation, maintenance, operation, repair, replacement, rebuilding, inspection and removal of such structures, wires and associated appurtenances.

The Landowner(s) agree(s) within the above described easement, not to:

- 1) erect any buildings, structures, tanks, antennas or other improvements nor place any mobile home, whether permanent or temporary,
- 2) place or store any flammable materials,
- 3) plant trees,
- 4) place rocks or boulders more than eight inches in diameter,
- 5) place water, sewer or drainage facilities,
- 6) alter the elevation of the existing ground surface by more than six (6) inches, all within said easement and all without the prior written consent of Wisconsin Power and Light Company.

This agreement is binding upon the heirs, successors and assigns of the parties hereto; and shall run with the lands described herein.

3/14/23 NW/NW

WITNESS The signature(s) of the Landowner(s) this 5th day of September, 2000

Jeffry Henning (SEAL)
Signature
Jeffry Henning

Printed Name

Signature (SEAL)

Printed Name

Signature (SEAL)

Signature (SEAL)

Printed Name

Printed Name

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF SHEBOYGAN

ss

Personally came before me this 5th day of September, 2000, the above named Jeffry Henning to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (Is)

JOSEPH D. KOCHAN
Notary Public-State of Wisconsin
My Commission Expires Mar. 7th 2000

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ ss

Personally came before me this _____ day of _____, 20____, the above named _____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of _____

My Commission Expires (Is) _____

This instrument drafted by

Peter A. Chen

Kenneth J. Helgerson

Checked By

Wpl00104.doc
June 30, 2000

Line Title: Empty Nest Apartments

Work Order No.: 0131-11-503861

Tract No.: 1 of 1