Document No.

**AMENDED AND RESTATED DECLARATION OF HIDDEN ACRES CONDOMINIUM**

Return to:

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Parcel Numbers

## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM of Hidden Acres Condominium, ("Condominium") (this "Declaration"), is made this 30th day of June, 2025, by all Unit Owners, namely, Alice Bonfigt-3503 Joseph Road; Edward and Joyce Schmeda-3509 Joseph Road; Mary Haelfrisch-3504 Joseph Road; Mark and Holly Gotstein-3510 Joseph Road; Stephen and Kathleen Groth-3512 Joseph Road; Savitriben D. Patel-3518 Joseph Road; Barbara Miller-2230 Paul Road; Jean Ploger- 2211 Virginia Drive; Nancy Lodl-3511 Joseph Road; Mary Rogala-2302 Paul Road; Cheryl Gehrke-2229 Paul Road; Michael Moretti-2301 Virginia Drive; Lynn Scheinoha-2231 Paul Road and Kristine Manion-3507 Joseph Road, all in the City of Manitowoc, Manitowoc County, Wisconsin. All of the Unit Owners in their individual and fiduciary capacities, as owners of all Condominium Units in the Condominium (the "Declarant").

## ARTICLE I DECLARATION

The Declarants hereby declare that they are the sole owners of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Wisconsin Statutes §703.26 (the "Condominium Ownership Act") as recorded in Document No. 673099 Vol. 914 Pg. 656and constitute 100% of the Unit Owners.

## ARTICLE II
## NAME; DESCRIPTION OF PROPERTY

**2.01. Name.** The name of the condominium created by this Declaration (the "Condominium") is "**HIDDEN ACRES CONDOMINIUM**".

**2.02. Legal Description.** The land comprising the Property (the "Land") is located in the City of Manitowoc, County of Manitowoc, State of Wisconsin, and is legally described on **Exhibit A** attached hereto and made a part hereof.

**2.03. Address.** The address of the Condominium Units and the address for service of process are:

Unit 2229 - 2229 Paul Road, Manitowoc, WI 54220
Unit 2230 - 2230 Paul Road, Manitowoc, WI 54220
Unit 2231 - 2231 Paul Road, Manitowoc, WI 54220
Unit 2302 - 2302 Paul Road, Manitowoc, WI 54220
Unit 3503 - 3503 Joseph Road, Manitowoc, WI 54220
Unit 3504 - 3504 Joseph Road Manitowoc, WI 54220
Unit 3507 - 3507 Joseph Road, Manitowoc, WI 54220
Unit 3509 - 3509 Joseph Road, Manitowoc, WI 54220
Unit 3510 - 3510 Joseph Road, Manitowoc, WI 54220
Unit 3511 - 3511 Joseph Road, Manitowoc, WI 54220
Unit 3512 - 3512 Joseph Road, Manitowoc, WI 54220
Unit 3518 - 3518 Joseph Road, Manitowoc, WI 54220
Unit 2211 - 2211 Virginia Drive, Manitowoc, WI 54220
Unit 2301 - 2301 Virginia Drive, Manitowoc, WI 54220

## ARTICLE III
## DESCRIPTION OF UNITS

**3.01. Identification of Units.** The Condominium consists of Seven (7) separate buildings with Two (2) units in each building (individually a "Unit" and collectively the "Units") located in the buildings identified on the condominium plat attached hereto as **Exhibit B** and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Unit numbers described above in Article II, inclusive, as numbered on the Condominium Plat. The Condominium is not expandable. The Condominium is only for single family residential units. Each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

**3.02. Boundaries of Units.** The boundaries of each Unit shall be as follows:

(a) **Upper Boundary.** The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

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

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

**3.03. Additional Items Included as Part of Unit.** The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 3.02:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) The sump pumps, sump pits and related equipment; radon remediation equipment or any other equipment that services the individual unit.

(f) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including electrical outlets, both indoor and outdoor, switches, hardware, and other appurtenances serving them.

(g) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(h) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

(i) Decks or patios.

Specifically, not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Units are Common Elements.

## ARTICLE IV
## COMMON ELEMENTS; LIMITED COMMON ELEMENTS

**4.01. Common Elements.** The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

(a) The Land;

(b) The paved driveway, private streets, pedestrian walkways, if any, situated on the Land;

(c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(d) Any other portion of the improvements to the Land that is not part of a Unit as described above.

(e) All exterior siding, roofs and chimneys on each unit.

(f) All limited common elements must comply with the Bylaws of the Condominium Association.

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

(a) The parking spaces identified on the Condominium Plat as designated, assigned or reserved for any Unit, if any, or the spaces directly in front of each overhead garage door;

(b) All walkways adjacent to and having direct access to any of the units to which they are appurtenant.

**4.03. Conflict Between Unit Boundaries; Common Element Boundaries.**

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so

long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

## ARTICLE V
## PERCENTAGE INTERESTS; VOTING

**5.01. Percentage Interests.** The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be as follows:

a) Each unit shall have an undivided $1/14^{th}$ interest in the Common Elements.

**5.02. Conveyance or Encumbrance of Percentage Interest.** Any deed, mortgage, or other instrument purporting to convey or encumber any unit shall be deemed to include the Unit Owner's Percentage Interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

**5.03. Voting.** Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association regardless of how many owners of said Unit (as defined in Article VII).

**5.04. Multiple Owners.** If there are multiple owners of any Unit, their votes shall be counted as one.

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

## ARTICLE VI
## RIGHT TO EXPAND

**6.01.** The Condominium does not reserve a right to expand.

## ARTICLE VII
## CONDOMINIUM ASSOCIATION

**7.01. General.** All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "HIDDEN ACRES CONDOMINIUM OWNERS ASSOCIATION, INC." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which

may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners. The Unit Owners or the Association Board of Directors may appoint a Management Committee to serve as they direct.

**7.02. Board of Directors.** The affairs of the Association shall be governed by a Board of Directors, or a Management Committee appointed by the Unit Owners or Association Board of Directors.

**7.03. Maintenance and Repairs.**

(a) **By Association.** 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, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, sidewalks and parking areas. The Association shall be responsible for repairing and replacing, when necessary, any Common Elements and Limited Common Elements with the exception of decks and patios which shall be the Unit Owner's responsibility.

(b) **By Unit Owner.** All Unit Owners are responsible for the maintenance, repair, and replacement of all improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance and repairs to the decks or patios and garage or garage space, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07. The Association reserves the

right to determine what constitutes a condition that meets the requirements hereof in the sole, absolute and complete discretion of the Board of Directors.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner or guest of occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such guest of occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

**7.04. Common Expenses.** Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association including insurance, accounting and legal expense shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds; municipal utility services provided to the Common Elements; and maintenance and management salaries and wages. Unit owners shall pay for their individual garbage hauling and also be responsible for replacing light bulbs in the Unit's individual front door sconces.

**7.05. General Assessments.** The Association shall levy general assessments (the "General Assessments") as deemed necessary by the Association against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due as the Association deems appropriate or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

**7.06. Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act or as provided under Wisconsin Statutes Section 703.165, as amended or restated.

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

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

**7.09. Management Services.** The Association shall have the right but not the obligation to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

## ARTICLE VIII
## ALTERATIONS AND USE RESTRICTIONS

**8.01. Unit Alterations.**

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair or impede any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

**8.02. THIS CONDOMINIUM IS RESERVED EXCLUSIVELY FOR A POPULATION OF OWNERS AND OCCUPANTS THAT ARE IN EXCESS OF 55 YEARS OF AGE. UNIT OWNERS MAY ACQUIRE OR TRANSFER FOR ESTATE PLANNING PURPOSES THEIR RESPECTIVE UNITS AS LONG AS THE TRANSFERREE IS OVER 55 OR WILL NOT OCCUPY THE UNIT UNTIL SUCH TIME AS THE TRANSFERREE IS 55 YEARS OLD OR OLDER.**

**8.03. Use and Restrictions on Use of Unit.** A Unit shall be deemed to be used for "single-family residential purposes" only occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. With the exception of a home office, no business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(a) Maintaining their personal professional library in their Unit;

(b) Keeping their personal business or professional records or accounts in their Unit;

(c) Handling their personal or business records or accounts in their Unit;

(d) Handling their personal business or professional telephone calls or correspondence from their Unit; and

(e) Working from home as the case may be.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

**8.04. Nuisances.** No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

For purposes of this Section, nuisance shall be defined as "a person, thing or circumstance causing inconvenience or annoyance to the residents of the Condominium". The Association reserves the right to determine in any circumstance what is deemed a "nuisance".

**8.05. Lease of Units.** Each Unit or any part thereof may NOT UNDER ANY CIRCUMSTANCES BE RENTED OR OCCUPIED BY A NON-OWNER. HOWEVER, IF THE UNIT OWNER IS UNDER THE CARE OF OTHERS, A LIVE IN CARETAKER MAY OCCUPY THE PREMISES WITH THE UNIT OWNER.

**8.06. Signs, Flags and Excess Lights.** No sign, flags except the American flag, and excess lights of any kind shall be displayed to the public view on any Unit, common or limited common area or element without the written consent of the Association with the exception of a "for sale" sign or identifications of the condominium or individual unit. Any additional lights (party lights) as well as the location of the flagpole/flag receptacles must be approved by the Association. The area where this may be allowed is the lakeside deck or balcony. The addition of any signs, flags and excess lights must not obstruct the view of any Unit.

**8.07. Garbage and Refuse Disposal.** No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

**8.08. Storage.** Outdoor storage of vehicles, WHETHER OPERATIONAL OR NON-OPERATIONAL or ANY OTHER personal property shall not be permitted. No vehicles shall be parked on any yard at any time.

**8.09. Pets.** Pets are not permitted with the exception of no more than one (1), fifteen (15) pound cat or dog or up to two (2) birds per unit; pets must be maintained within the unit only. No cats, dogs are allowed to roam unattended in any common or limited common areas and must be kept on a leash of no more than Ten (10) feet in length at all times. The unit owner having a pet must immediately clean and remove any waste produced by it's pet in any common or limited common area. Owners must obtain and maintain liability insurance inuring against any and all damage caused by their pets. Proof of such insurance shall be submitted to the Board of Directors. No pets may be kept, bred or maintained for any commercial purpose.

**8.10. Landscaping.** Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association. Potted or boxed (window) plants on decks and patios are permitted. The Association will strive to maintain an orderly and consistent appearance throughout the Condominium.

## ARTICLE IX
## INSURANCE

**9.01. Fire and Extended Loss Insurance.** The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Unit owners may also carry additional liability insurance. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

**9.02. Public Liability Insurance.** The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the

negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

**9.03.** INTENTIONALLY LEFT BLANK.

**9.04.** INTENTIONALLY LEFT BLANK.

**9.05. 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.

**9.06. Standards for All Insurance Policies.** All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's 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.

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

**10.01. Determination to Reconstruct or Repair.** If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

(a) **Damage Less Than Five Percent of Replacement Cost.** If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) **Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or

reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) **Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

**10.02. Plans and Specifications.** Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Management Committee appointed by the Unit Owners or Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

**10.03. Responsibility for Repair.** In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

**10.04. Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

**10.05. Assessments for Deficiencies.** If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

**10.06. Surplus in Construction Funds.** All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

**10.07. INTENTIONALLY LEFT BLANK.**

**10.08. Mortgagees' Consent Required.** No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

## ARTICLE XI
## CONDEMNATION

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

(a) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.02 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

**11.02. Determination to Reconstruct Condominium.** Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

**11.03. Plans and Specifications for Condominium.** Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

**11.04. Responsibility for Reconstruction.** In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

**11.05. Assessments for Deficiencies.** If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

**11.06. Surplus in Construction Fund.** It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

**11.07. Percentage Interests Following Taking.** Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

**11.08. Partition and Sale Upon Consent.** If, pursuant to Section 11.02, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Manitowoc County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

## ARTICLE XII
## MORTGAGEES

**12.01. Notice.** Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

**12.02. Amendment of Provisions Affecting Mortgagees.** Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the

approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

**12.03. Owners of Unmortgaged Units.** Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

**12.04. Condominium Liens.** Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the alternate date on which the holder acquired title.

## ARTICLE XIII
## AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least Fifty-One Percent (51%) of the total voting interests held by all Unit Owners. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Manitowoc County, Wisconsin, and a copy of the recorded amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

## ARTICLE XIV
## REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Manitowoc or the County of Manitowoc to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

## ARTICLE XV
## GENERAL

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

**15.02. Right of Entry.** By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

**15.03. Notices.** All notices and other documents required to be given by this Declaration or by the Bylaws 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 on Declarant shall be given to the agent for service of process specified in Section 15.06. 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 or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

**15.06. Resident Agent.** The name and address of the Resident Agent of the Condominium under Section 181.0501 of the Wisconsin Statutes is MARY HAELFRISCH 3504 JOSEPH ROAD, Manitowoc, WI 54220. The resident agent under Section 703.23 of the Condominium Act is MARY HAELFRISCH, 3504 JOSEPH ROAD, Manitowoc, WI 54220. The resident agent may be changed by the Association in any manner permitted by law.

**15.07. INTENTIONALLY LEFT BLANK.**

**15.08. 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.

**15.09. INTENTIONALLY LEFT BLANK.**

## CERTIFICATION

**AT A MEETING HELD ON APRIL 24, 2025, THE OWNERS OF THE CONDOMINIUM VOTED IN FAVOR OF THIS DOCUMENT ELEVEN (11) IN FAVOR AND ONE (1) AGAINST.**

**THESE RESULTS ARE HERBY CERTIFIED BY NANCY LODL, SECRETARY OR THE CONDOMINIUM ASSOCIATION AND MEETING ATTENDEE.**

Nancy Lodl
_____
**NANCY LODL, SECRETARY**

## ACKNOWLEDGMENT

STATE OF WISCONSIN )
) ss
MANITOWOC COUNTY )

Personally came before me on June 30, 2025 the above-named **Nancy Lodl** to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*Terence P. Fox
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: is permanent)

NOTARY PUBLIC ☆ TERENCE P. FOX ☆ STATE OF WISCONSIN

**SIGNATURE PAGE:**

**UNIT 3503-3503 JOSEPH ROAD OWNER**

By: Alice Bonfigt
Date: 5-9-25

**UNIT 3509-3509 JOSEPH ROAD OWNERS**

By: Edward Schmeda
Date: 5-9-25

By: Joyce Schmeda
Date: 5-9-25

**UNIT 3504- 3504 JOSEPH ROAD OWNER**

By: Mary Haelfrisch
Date: 5-19-25

**UNIT 3510-3510 JOSEPH ROAD OWNERS**

By: Mark Gotstein
Date: 5-10-25

By: Holly Gotstein
Date: 5-10-25

**UNIT 3512- 3512 JOSEPH ROAD OWNERS**

By: Stephen Groth
Date: _____

By: Kathleen Groth
Date: _____

**UNIT 3518-3518 JOSEPH ROAD OWNER**

By: Savitriben D. Patel
Date: 5-20-25

**UNIT 2230-2230 PAUL ROAD OWNER**

By: Barbara Miller
Date: 19 May 2024 (25)

**UNIT 2211-2211 VIRGINIA DRIVE OWNER**

By: Jean Ploger
Date: 5/19/25

[SIGNATURE PAGE CONTINUED ON NEXT PAGE]

**UNIT 3511-3511 JOSEPH ROAD OWNER**

By: Nancy Lodl
Date: 5/9/25

**UNIT 2229-2229 PAUL ROAD OWNER**

By: Cheryl Gehrke
Date: 5-8-2025

**UNIT 2231-2231 PAUL ROAD OWNER**

By: Lynn Scheinoha
Date: 5-13-25

**UNIT 2302-2302 PAUL ROAD OWNER**

By: Mary Rogala
Date: 5-19-25

**UNIT 2301-2301 VIRGINIA DRIVE OWNER**

By: Michael Moretti
Date: 5-10-25

**UNIT 3507-3507 JOSEPH ROAD OWNER**

By: Kristine Manion
Date: 5/10/25

This document was drafted by
and should be returned to:
Attorney Terence P. Fox
Kummer, Lambert, Fox, Glandt & Nelson, LLP
205 North 8th Street
Manitowoc, WI 54220

**EXHIBIT A**
DESCRIPTIONS OF EACH UNIT

**3509 Joseph Rd (Edward and Joyce Schmeda/Sheldon and Dianna Brice)**
**May 29, 2025 Warranty Deed to the Brice's from Schmeda was Recorded**

**Parcel ID Number: 052-812-304-123.00**

Unit 3509, in Hidden Acres Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Condominium Declaration" Dated July 12, 1990 and recorded August 24, 1990 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 914, Page 656, as Document no. 673099, and any amendments and/or corrections thereto, in the City of Manitowoc, Manitowoc County, Wisconsin.

**3507 Joseph Rd (Kristine Manion)**

**Parcel ID Number: 052-812-304-121.00**

Unit 3507 in Hidden Acres Condominium, a Condominium created by a "Declaration of Condominium: recorded on August 24, 1990, in the Office of the Register of Deeds for Manitowoc County, Wisconsin in (Vol.) 914 of Records, at (Pages) 656, et. seq., as Document No. 673099, and by its Condominium Plat.

**3511 Joseph Rd. (Nancy Lodl)**

**Parcel ID Number: 052-812-304-122.00**

Unit 3511 in Hidden Acres Condominium, a Condominium created by a "Declaration of Condominium: recorded on August 24, 1990, in the Office of the Register of Deeds for Manitowoc County, Wisconsin in (Vol.) 914 of Records, at (Pages) 656, et. seq., as Document No. 673099**, and by its Condominium Plat.

**2211 Virginia Dr. (Jean Ploger)**

**Parcel ID Number: 052-812-304-125.00**

Unit 2211 in Hidden Acres Condominium, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Hidden Acres Condominium, an Expandable Condominium", dated July 12, 1990 and recorded August 24, 1990, in the Office of the Register of Deeds for Manitowoc County, Wisconsin in Volume/Jacket/Reel

914 on Page/Image 656, as Document No. 673099 and any and all amendments thereto, and by a Condominium Plat therefore; in the City of Manitowoc, Wisconsin.

**3504 Joseph Rd (Mary Haelfrisch)**

**Parcel ID Number: 052-812-304-110.00**

Unit 3504 In Hidden Acres Condominium, An Expandable Condominium, located in the City of Manitowoc, Manitowoc County, Wisconsin, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Condominium Declaration of Conditions, Covenants, Restrictions and Easement for Hidden Acres Condominium, An Expandable Condominium" dated July 12, 1990 and recorded in the Office of the Register of Deeds for Manitowoc County, Wisconsin, on August 24, 1990 in Volume 914 of Records on page 656 as Document No. 673099; as amended in Volume 935 of Records on page 153 as Document No. 681872; as amended in Volume 947 of Records on page 461 as Document No. 686844; as amended in Volume 957 of Records on page 82 as Document No. 690692; as amended in Volume 978 of Records on page 489 as Document No. 699096; as amended in Volume 987 of Records on page 670 as Document No. 702769; and as amended in Volume 1001 of Records on page 451 as Document No. 707450; together with uses and rights in common area and facilities as set forth in said Declaration.

**2302 Paul Rd. (Mary Rogala)**

**Parcel ID Number: 052-812-304-111.00**

Unit 2302 in Hidden Acres Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Hidden Acres Condominium, an Expandable Condominium", dated July 12, 1990 and recorded on August 24, 1990 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume/Jacket/Reel 914 on page/Image 656 as Document No. 673099; and any and all amendments thereto, and by a Condominium Plat therefore; being in the City of Manitowoc, Manitowoc County, Wisconsin.

**2231 Paul Rd (Lynn Scheinoha)**

**Parcel ID Number: 052-812-304-057.00**

Unit 2231 in Hidden Acres Condominium, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Hidden Acres Condominium, an Expandable Condominium", dated July 12, 1990 and recorded on August 24, 1990 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 914 on page 656 through 673 as Document No. 673099; by a Condominium Plat therefore; being in the City of Manitowoc, Manitowoc County, Wisconsin.

**2229 Paul Rd. (Cheryl Gehrke)**

**Parcel ID Number: 052-812-304-056.00**

Unit 2229 in Hidden Acres Condominium an Expandable Condominium, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Hidden Acres Condominium, an Expandable Condominium", dated July 12, 1990 and recorded on August 24, 1990 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 914 on page 656 through 673 as Document No. 673099; by a Condominium Plat therefore; being in the City of Manitowoc, Manitowoc County, Wisconsin.

**3512 Joseph Rd. (Stephen and Kathleen Groth)**

**Parcel ID Number: 052-812-304-113.00**

Unit 3512 in Hidden Acres Condominium, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Hidden Acres Condominium, an Expandable Condominium", dated July 12, 1990 and recorded on August 24, 1990 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 914 on page 656 through 673 as Document No. 673099 and any and all amendments thereto, by a Condominium Plat therefore; being in the City of Manitowoc, Manitowoc County, Wisconsin.

**3510 Joseph Rd (Mark and Holly Gotstein)**

**Parcel ID Number: 052-812-304-112.00**

Unit 3510 in Hidden Acres Condominium, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Hidden Acres Condominium, an Expandable Condominium", dated July 12, 1990 and recorded on August 24, 1990 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 914 on page 656 through 673 as Document No. 673099; by a Condominium Plat therefore; being in the City of Manitowoc, Manitowoc County, Wisconsin.

**3518 Joseph Rd (Savitriben Patel)**

**Parcel ID Number: 052-812-304-114.00**

Unit 3518 in Hidden Acres Condominium, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Hidden Acres Condominium, an Expandable Condominium", dated July 12, 1990 and recorded on August 24, 1990 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 914 on page 656 through 673 as Document No. 673099 and any and all amendments thereto, by a Condominium Plat therefore; being in the City of Manitowoc, Manitowoc County, Wisconsin.

**2301 Virginia Dr. (Michael Moretti)**

**Parcel ID Number: 052-812-304-115.00**

Unit 2301 in Hidden Acres Condominium, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Hidden Acres Condominium, an Expandable Condominium", dated July 12, 1990 and recorded on August 24, 1990 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 914 on page 656 through 673 as Document No. 673099 and any and all amendments thereto, by a Condominium Plat therefore; being in the City of Manitowoc, Manitowoc County, Wisconsin.

**3503 Joseph Rd (Alice Bonfigt)**

**Parcel ID Number: 052-812-304-124.00**

Unit 3503 in Hidden Acres Condominium, an Expandable Condominium, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Hidden Acres Condominium, an Expandable Condominium", dated July 12, 1990 and recorded on August 24, 1990 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 914 on page 656 through 673 as Document No. 673099 and by a Condominium Plat therefor; and as Amened in Volume 947 Records, page 461, # 686844 any and all amendments thereto, by a Condominium Plat therefore; being in the City of Manitowoc, Manitowoc County, Wisconsin.

**2230 Paul Rd (Barbara Miller)**

**Parcel ID Number: 052-812-304-120.00**

Unit 2230 in Hidden Acres Condominium, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Hidden Acres Condominium, an Expandable Condominium", dated July 12, 1990 and recorded on August 24, 1990 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 914 on page 656 through 673 as Document No. 673099 and by a Condominium Plat any and all amendments thereto, by a Condominium Plat therefore; being in the City of Manitowoc, Manitowoc County, Wisconsin.

**Pertaining to all units:**

Together with all appurtenant rights, title and interests, including (without limitation):

(a) the undivided percentage of interest in all Common Elements as specified for such Unit in the aforementioned Declaration;

(b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and

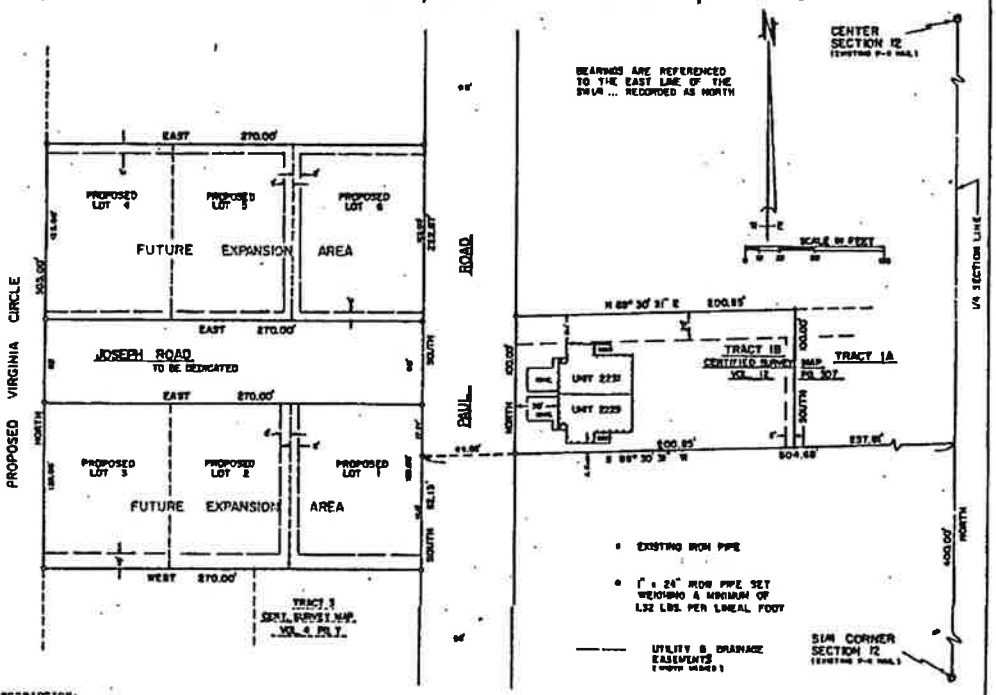
(c) membership in the Hidden Acres Condominium Owner's Association, (hereinafter the "Owner's Association"), a State of Wisconsin non-profit corporation, as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.

This document was drafted by
and should be returned to:
Attorney Terence P. Fox
Kummer, Lambert, Fox, Glandt & Nelson, LLP
205 North 8th Street
Manitowoc, WI 54220

2229 Paul Rd
&
2231 Paul Rd

# HIDDEN ACRES 672 CONDOMINIUMS

LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 12, T.19N., R.23E.
BEING TRACT 1B OF CERTIFIED SURVEY MAP RECORDED IN
VOLUME 12, PAGE 307, DOCUMENT NO. 672152
CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN




**DESCRIPTION:**
Tract 1B of Certified Survey Map, Document Number 672152 recorded in Volume 12, Page 307, Manitowoc County Register of Deeds Office, being located in the SE¼ of the SW¼ of Section 12, T.19 N., R.23 E., City of Manitowoc, Manitowoc County, Wisconsin.

**DESCRIPTION OF FUTURE EXPANSION AREA:**
A tract of land located in the SE¼ of the SW¼ of Section 12, T.19 N., R.23 E., City of Manitowoc, Manitowoc County, Wisconsin, described as follows:
Commencing at the South ¼ Corner of said Section 12; thence North along the East Line of said SW¼ a distance of 400.00 feet; thence S. 89°30'31" W. along the extension of the South Line of existing Tracts 1A and 1B of Certified Survey Map, Document Number 672152 recorded in Volume 12, Page 307, Manitowoc County Register of Deeds Office, a distance of 502.68 feet to the West Line of Paul Road, the point of real beginning; thence South along the West Line of said Paul Road a distance of 82.13 feet to the NE Corner of existing Tract 3 of Certified Survey Map recorded in Volume 4, Page 7; thence West along the extension of the North Line of said Tract 3 a distance of 270.00 feet; thence North a distance of 305.00 feet; thence East a distance of 270.00 feet to the West Line of said Paul Road; thence South along said West Line a distance of 222.87 feet to the point of real beginning.
Said tract contains 1.89 acres or 82,350 square feet of land.

**SURVEYORS CERTIFICATE:**
I, Colin P. Rayford, Registered Land Surveyor, do hereby certify that under the direction of Richard and Virginia M. Podrabsky, I have surveyed Tract 1B of Certified Survey Map, Document Number 672152 recorded in Volume 12, Page 307, Manitowoc County Register of Deeds Office, and that I have surveyed the area so designated as Future Expansion Area for Hidden Acres Condominiums described hereon; that the map shown hereon is a true and correct representation of said survey and shows the size and location of the property described, the location of structures thereon, boundary fences, apparent easements, roadways and visible encroachments, if any.
I further certify that I have complied with the requirements of Chapter 703.11 of the Wisconsin Statutes and the Municipal Code of the City of Manitowoc.
This survey is made for the use of the present owners of the property and those who purchase, mortgage or guarantee title thereto.

Dated August 3, 1990 — Colin P. Rayford
Colin P. Rayford
Reg. Land Surveyor No. 1211

WISCONSIN COLIN P. RAYFORD S-1211 MANITOWOC WISCONSIN LAND SURVEYOR

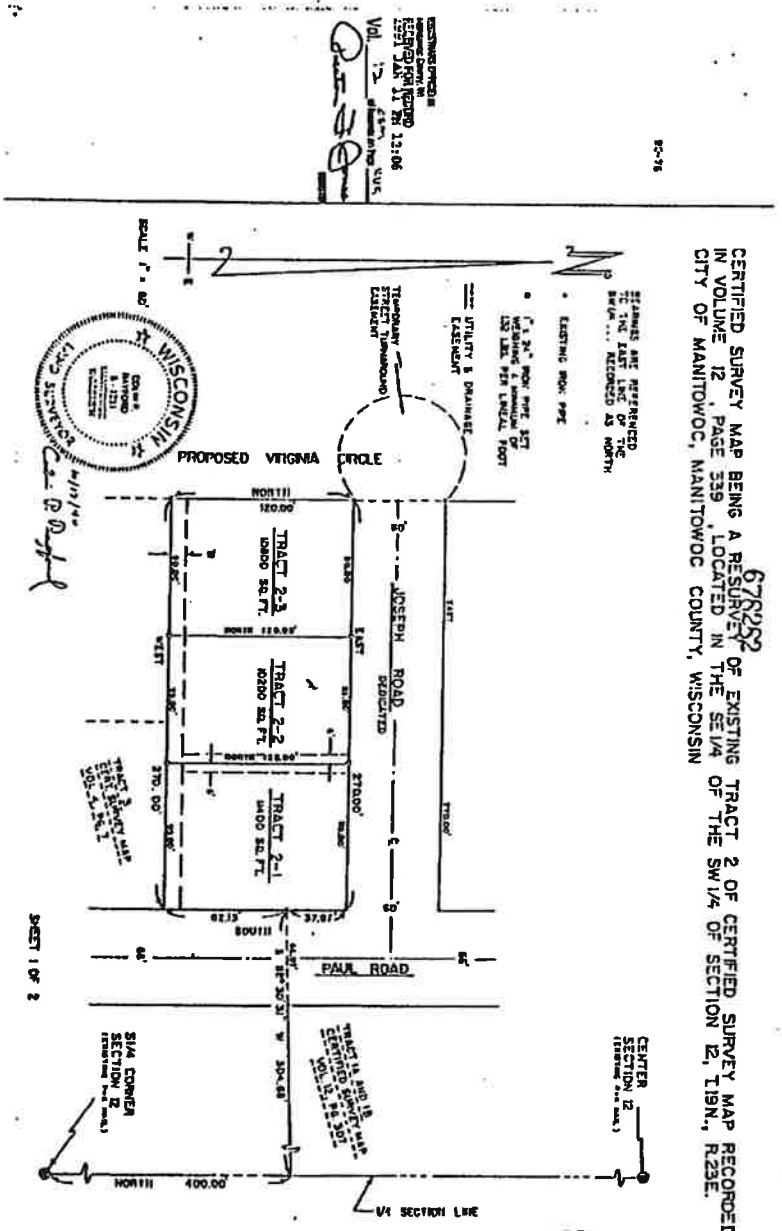
**OWNERS' CERTIFICATE:**
As owners, we hereby certify that we caused the land described on this map to be surveyed, mapped, divided and dedicated as represented on this map, and that we shall comply with the established drainage plan on file at the Manitowoc City Hall. We hereby consent to granting of a utility easement to the Manitowoc Public Utilities, City of Manitowoc, and Wisconsin Bell as noted on the map of this condominium plat for the purpose of granting to the applicable firm the right to access, to place, to replace, and repair and maintain applicable utilities. Said compliance with the drainage plan and easements granted shall run with the land and be binding upon the owners, their successors and assigns.

Dated 2/6/90 — Richard Podrabsky
Richard Podrabsky

Dated 2/6/90 — Virginia M. Podrabsky
Virginia M. Podrabsky

EXHIBIT
tabbies
B

2230 Paul Rd
3503 Joseph Rd.




CERTIFIED SURVEY MAP BEING A RESURVEY OF EXISTING TRACT 2 OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 12, PAGE 339, LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 12, T19N., R23E. CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN

SHEET 1 OF 2

2301 Virgini
3518 Joseph

# EXPANSION OF HIDDEN ACRES CONDOMINIUMS

## UNIT 3518 AND UNIT 2301

## LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 12, T.19N., R.23E.

## ON TRACT 1-3 OF CERTIFIED SURVEY MAP

## RECORDED IN VOLUME 13, PAGE 37, DOCUMENT NO. 687513

## CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN

SURVEYORS CERTIFICATE:

I, Colin P. Rayford, Registered Land Surveyor, do hereby certify that under the direction of Richard Podrabsky, owner, I have surveyed to locate the existing Units 3518 and 2301 on the hereon titled Tract 1-3, that the hereon map is a true and correct representation of said survey showing all visible structures on said tract, dimensions of said structures, boundary fences, apparent easements, roadways and visible encroachments, if any.

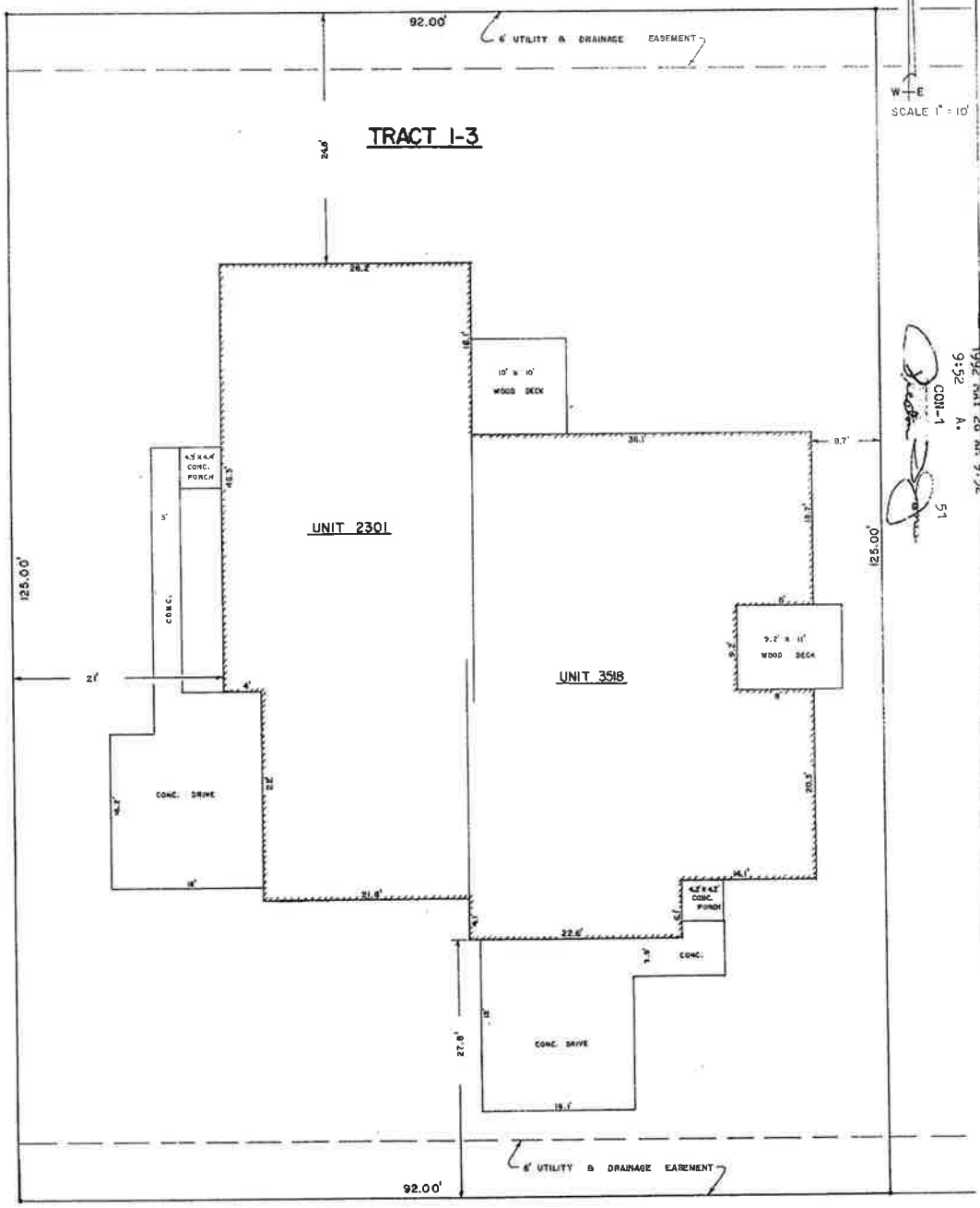
Also, that I have fully complied with the requirements of Chapter 703.11 of the Wisconsin Statutes and the Municipal Code of the City of Manitowoc in showing said setbacks and dimensions.

This survey is made for the use of the present owners of the property and those who purchase, mortgage or guarantee title thereto.

Dated May 26, 1992.

Colin P. Rayford, R.L.S. #1211

WISCONSIN
COLIN P. RAYFORD
S-1211
MANITOWOC
WISCONSIN
LAND SURVEYOR




NOTE:
ALL DIMENSIONS TO CONDOMINIUM UNIT ARE TO VINYL SIDING AND ARE SHOWN TO THE NEAREST TENTH OF A FOOT.

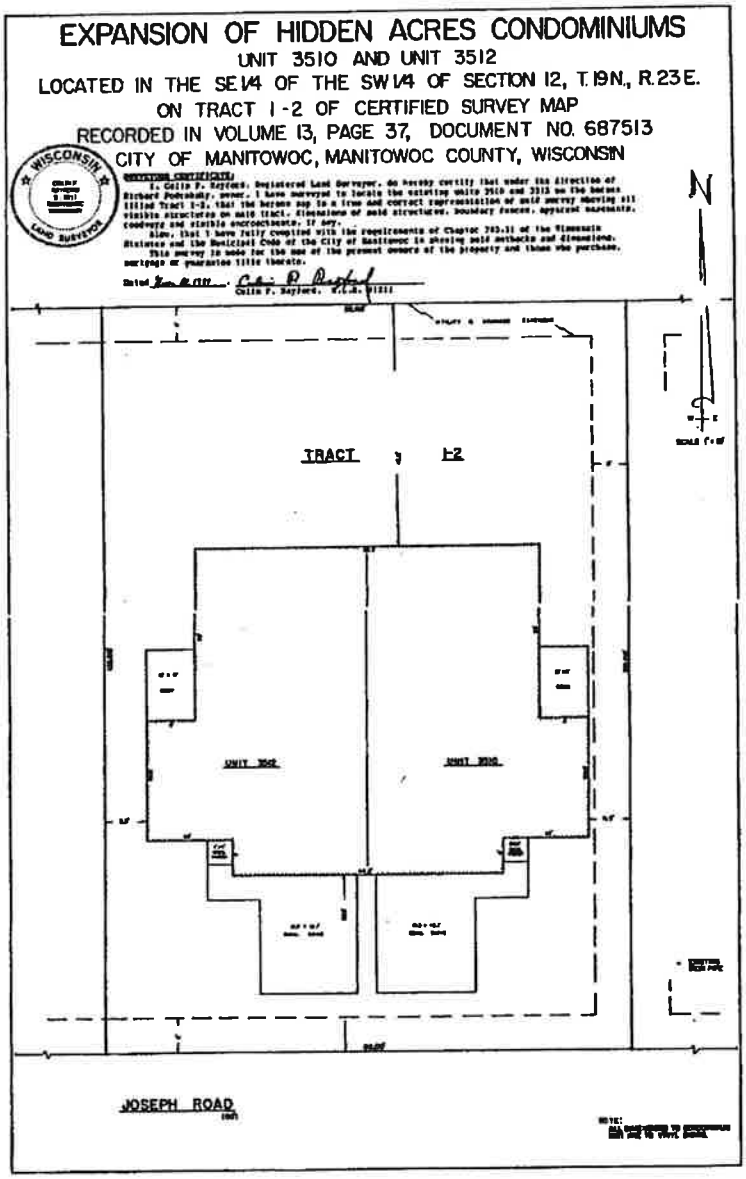
699096

1992 MAY 28 AM 9:52
CON-1
A.
51

3510 Joseph
3512 Joseph

# EXPANSION OF HIDDEN ACRES CONDOMINIUMS

UNIT 3510 AND UNIT 3512
LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 12, T.19N., R.23E.
ON TRACT 1-2 OF CERTIFIED SURVEY MAP
RECORDED IN VOLUME 13, PAGE 37, DOCUMENT NO. 687513
CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN



3504 Joseph
2302 Paul

# EXPANSION OF HIDDEN ACRES CONDOMINIUMS

UNIT 3504 JOSEPH ROAD AND 2302 PAUL ROAD
LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 12, T.19N., R.23E.
ON TRACT 1-1 OF CERTIFIED SURVEY MAP
RECORDED IN VOLUME 13, PAGE 37 DOCUMENT NO. 687513
CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN

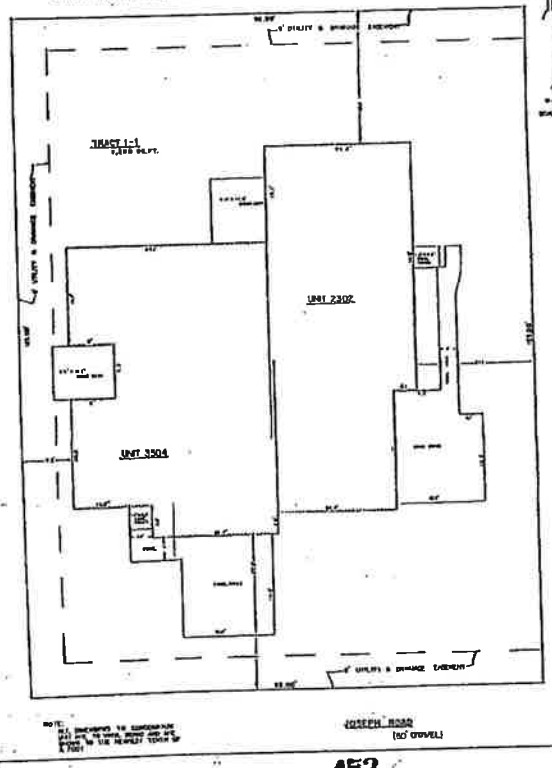
SURVEYOR'S CERTIFICATE:

I, Colin P. Reyland, Registered Land Surveyor, do hereby certify that under the direction of Richard Petrosky, owner, I have surveyed to locate the existing Units 3504 and 2302 on the herein titled Tract 1-1, that the drawing map is a true and correct representation of said survey showing all visible structures on said tract, dimensions of said structures, boundary fences, apparent easements, roadways and visible encroachments, if any.

Also, that I have fully complied with the requirements of Chapter 703.11 of the Wisconsin Statutes and the Municipal Code of the City of Manitowoc in showing said setbacks and dimensions.

This survey is made for the use of the present owners of the property and those who purchase, mortgage or guarantee title thereto.

Dated Oct 13, 1982. Colin P. Reyland, R.L.S. 1555




NOTE:

453

# EXPANSION OF HIDDEN ACRES CONDOMINIUMS

## UNIT 3511 JOSEPH ROAD AND UNIT 2211 VIRGINIA DRIVE

## LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 12, T.19N., R.23 E.

## ON TRACT 2-3 OF CERTIFIED SURVEY MAP

## RECORDED IN VOLUME 12, PAGE 449, DOCUMENT NO. 678282

## CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN

1992 AUG -6 AM 11:52
11:52 A.
CON-1
52

SURVEYORS CERTIFICATE:

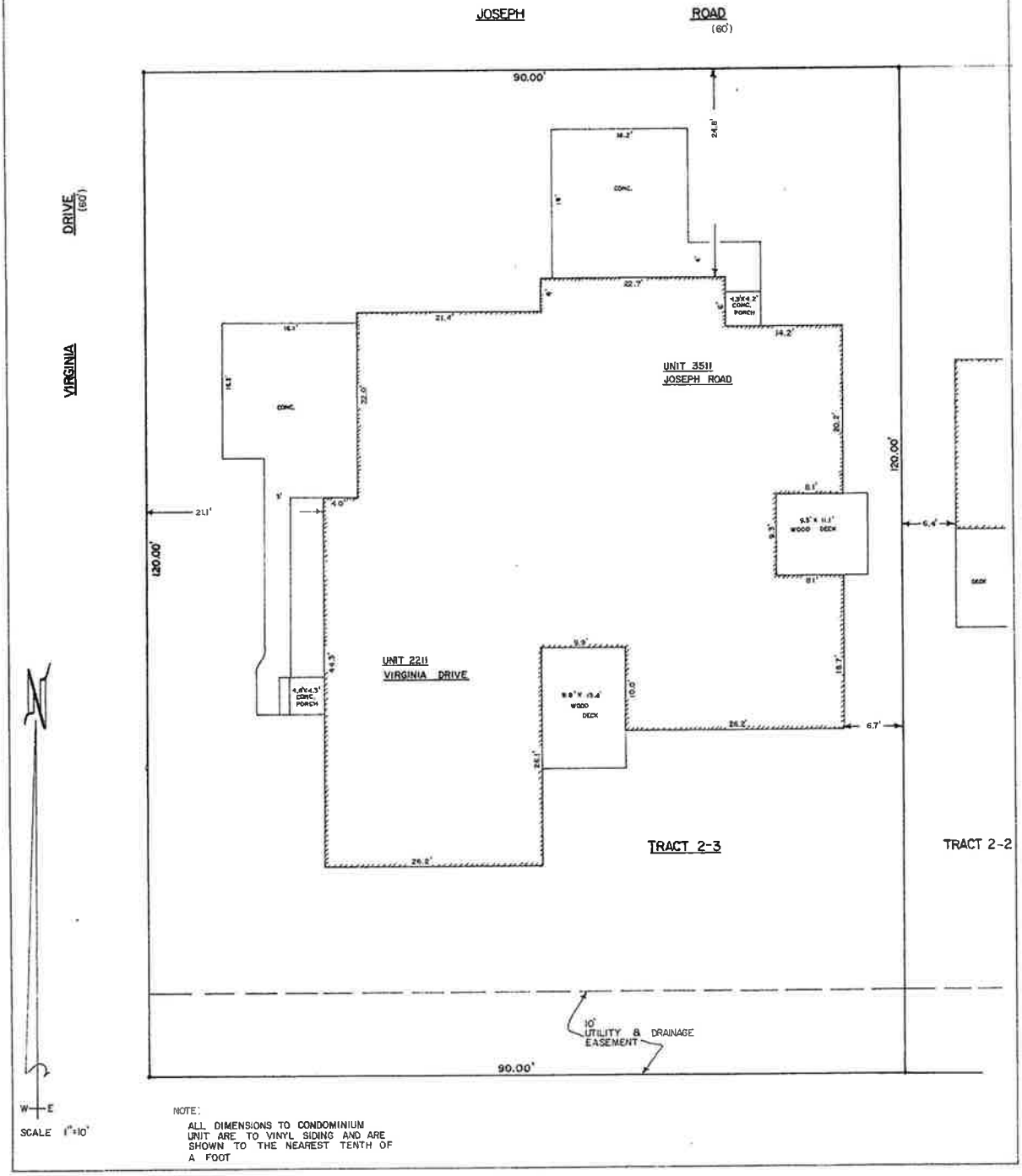
I, Colin P. Rayford, Registered Land Surveyor, do hereby certify that under the direction of Richard Podrabsky, owner, I have surveyed to locate the existing Units 3511 and 2211 on the hereon titled Tract 2-3, that the hereon map is a true and correct representation of said survey showing all visible structures on said tract, dimensions of said structures, boundary fences, apparent easements, roadways and visible encroachments, if any.

Also, that I have fully complied with the requirements of Chapter 703.11 of the Wisconsin Statutes and the Municipal Code of the City of Manitowoc in showing said setbacks and dimensions.

This survey is made for the use of the present owners of the property and those who purchase, mortgage or guarantee title thereto.

Dated August 3, 1992. Colin P. Rayford
Colin P. Rayford, R.L.S. #1211

WISCONSIN
COLIN P. RAYFORD
S-1211
MANITOWOC
WISCONSIN
LAND SURVEYOR




NOTE:
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# EXPANSION OF HIDDEN ACRES CONDOMINIUMS

## UNIT 3507 AND UNIT 3509

LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 12, T.19N., R.23
ON TRACT 2-2 OF CERTIFIED SURVEY MAP
RECORDED IN VOLUME 12, PAGE 449, DOCUMENT NO. 678282
CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN

SURVEYORS CERTIFICATE:

I, Colin P. Rayford, Registered Land Surveyor, do hereby certify that under the direction of Richard and Virginia Podrabsky, Owners, I have surveyed to locate the existing Units 3507 and 3509 on the hereon titled Tract 2-2, that the hereon map is a true and correct representation of said survey showing all visible structures on said tract, dimensions of said structures, boundary fences, apparent easements, roadways, and visible encroachments, if any.

Also, that I have fully complied with the requirements of Chapter 703.11 of the Wisconsin Statutes and the Municipal Code of the City of Manitowoc in showing said setbacks and dimensions.

This survey is made for the use of the present owners of the property and those who purchase, mortgage or guarantee title thereto.

Dated April 22, 1991

Colin P. Rayford
Reg. Land Surveyor No. 1211

WISCONSIN
COLIN P. RAYFORD
S-1211
MANITOWOC
WISCONSIN
LAND SURVEYOR

