

CONDOMINIUM DECLARATION
AND
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
VELVAERE
A Wisconsin Condominium

This Declaration for VELVAERE, a Wisconsin land condominium, 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 1st day of September, 2023, by Townline I, LLC, a Wisconsin limited liability company (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 by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. LEGAL DESCRIPTION AND NAME

2.1 Legal Description. The following described real estate is subjected to the provisions of this Declaration:

All of Lot 2 of the recorded Plat of "Velvaere, a County Plat" (Document Number 862100, Door County Records), being located in part of the Southeast 1/4 of the Northeast 1/4 of Section 12, T31N-R27E, in the Village of Ephraim, Door County, Wisconsin.

2.2 Name. The aforesaid real estate and all buildings and improvements thereon shall be known as "Velvaere".

2.3 Address. Velvaere is generally located at 10471 Town Line Drive, Ephraim, WI 54211.

3. DESCRIPTION AND LOCATION OF UNITS

A unit is defined as a cubicle of air whose perimetrical boundaries shall be as set forth for such unit on the condominium plat, whose lower boundary is an imaginary horizontal plane

located parallel to and 50 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 50 feet above the surface of the ground, extended to the perimetrical boundaries. The perimetrical boundaries of the individual units (the "Units") are set forth on the Condominium Plat, a copy of which is attached hereto as Exhibit "A", and constitute the "Building Envelope" for future construction of buildings.

At such time as a building is constructed within the Building Envelope, then the perimetrical boundaries of the Unit shall automatically conform to the exterior surface of the building's walls, soffits, eaves, windows and doors. The lower and upper boundaries of the Unit shall remain unchanged.

No building may be constructed within any Building Envelope without the written approval of the Declarant. The Developer shall be given a complete set of plans, along with a list of color/type of stone, brick, siding, roofing, windows, or any other exterior finishes. The Declarant shall approve or deny the design and exterior finishes within thirty (30) business days of receipt of the plans and specifications. The external design and finishes shall be harmonious with other approved buildings in the condominium and the surrounding neighborhood. The Declarant shall have unfettered discretion to approve or deny any design or exterior finishes submitted, if deemed not in conformance with the above criteria. All plans must be fully compliant with the Village of Ephraim Code.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 Number. There shall be a total of ten (10) condominium Units in Velvaere as identified and shown on Exhibit A.

5. COMMON ELEMENTS AND FACILITIES

The common elements and facilities shall consist of all of Velvaere condominiums improvements and appurtenances, except the individual Units as defined hereunder, including without limitation: the land on which the Unit is located, public utility lines, private water and sewer laterals, storm water management facilities and appurtenant structures, the walks, private road and drives, parking, street lighting, and entry-way landscaping.

Easements are hereby granted and declared for the benefit of the Unit owners and the Association of Unit owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or Units.

6. LIMITED COMMON ELEMENTS

6.1 Description. All land within the final parametrical boundary of a Unit shall be deemed a limited common element of that particular Unit, whose use shall be reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant.

6.2 Easement Areas. The areas demarcated on the Condominium Plat as easements shall not be interfered with permanent landscaping or other structures without receiving written

approval from the Declarant. within five (5) feet of the final perimetrical boundary of a Unit shall be reserved for landscaping appurtenant to that Unit. Additionally, the owner of Unit 1 acknowledges that the Developer shall have the right to place decorative signage and fencing upon Unit 1. No Unit owner shall disturb or otherwise interfere with the natural plant growth that exists within any infiltration basin easement areas identified in in the original Plat on file as Door County Document Number 862100 or Exhibit A.

6.3 Use. The manner of use of the limited common elements shall be governed by such rules and regulations as may be established by the Declarant, or thereafter, by the Association of Unit owners (discussed below). No Unit owner shall decorate, landscape or adorn any limited common elements, or permit such, in any manner contrary to such rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

Each Unit owner shall own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other Unit owners as set forth below, and except as otherwise limited in this 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 Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the Unit. A Unit owner's percentage interest shall be determined by the fraction where "1" is the numerator and the total number of Units in the plat is the denominator.

The common expenses of the property shall be charged to the Unit owners equally.

For the avoidance of doubt, the only common areas of the Condominium are the roadways servicing each of the Units and the signage installed upon Unit 1.

8. RESIDENTIAL PURPOSE

All buildings constructed within the Unit boundaries are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association.

9. ASSOCIATION OF UNIT OWNERS

9.1 Reservation of Rights. Until such time as the Declarant has transferred title to all Units within the Condominium, the Declarant shall retain all rights reserved to the Declarant or the Association as set forth herein. Once the Declarant has transferred title to all Units, the Declarant shall establish the Velvaere Condominium Association, an unincorporated association (the "Association"), whose membership shall consist of all Unit owners, which shall be governed by a board of directors of three (3) Unit owners, originally appointed by the Declarant. Each director shall serve an initial term of two (2) years, and shall be charged with the responsibility of establishing formal bylaws for the ongoing governance of the Association. Upon establishing the board of directors for the Association, all rights and responsibilities otherwise reserved by the Declarant hereunder shall be assigned to the Association and its Board. For the avoidance of

doubt, until such time as the Declarant establishes the Association, the Declarant shall be deemed to have all the rights of the "Association" as that term is otherwise used in this Agreement.

9.2 Duties and Obligations. All Unit owners shall be entitled and required to be a member of the Association. Once established, the Association shall be responsible for carrying out the purpose of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. The 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 Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the bylaws or rules and regulations of the Association.

9.3 Voting Rights. Each Unit Owner shall have one vote on any matter presented for a vote of the members of the Association, including the right to elect directors of the board. The initial board shall otherwise establish bylaws governing the Association, which shall specify the matters upon which Unit owners shall be entitled to vote.

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

9.5 Delegation of Authority. The Association may delegate its managerial duties and responsibilities as appropriate and otherwise permitted by law.

10. REPAIRS AND MAINTENANCE

10.1 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 maintenance and repair of the roadways servicing the Units and the signage installed upon Unit 1.

10.2 Individual Units and Limited Common Elements. Each Unit Owner shall be responsible for the landscaping, and otherwise keeping the interior and exterior of the Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit provided that said decorating, painting and varnishing shall be performed so as to maintain a uniform appearance, both aesthetically and architecturally, of all Units. Without in any way limiting the foregoing, in addition to decorating and keeping the interior and exterior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, refrigerators, dishwashers, disposals, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit. Each Unit owner shall keep those limited common elements appurtenant to his Unit, as defined in Section 6 hereof which are not subject to paragraph 10.1 above, in a good,

clean, sanitary and attractive condition. Further details on maintenance are included in the Bylaws.

10.3 Prohibition Against Changes by Owner. A Unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any alterations, changes or improvements to the exterior of any Unit 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 would: (1) impair the structural soundness or integrity of any building; or (2) fail to maintain a uniform aesthetic and architectural appearance; or (3) impair the safety of the property; or (4) impair any easement or hereditament; without the prior written consent of the Association.

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

11. RIGHT OF DECLARANT TO DISPOSE OF UNITS

Declarant shall have the right to sell or otherwise dispose of Units by deed, land contract, or other form of installment sale, or by such other means of conveyances as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of a purchaser under a land contract, installment sale, or mortgage, Declarant shall be free to dispose of any such Unit by any means whatsoever. Nothing herein contained shall in any way restrict Declarant's right to lease Units not sold or otherwise disposed of.

12. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction of a Unit or Units, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built. However, if a condominium is damaged to an extent more than the available insurance proceeds, and upon obtaining the written consent of Unit owners holding seventy-five percent (75%), or more, of the votes, then the provisions of Section 703.18(2)(b) of the Wisconsin Statutes shall be applicable.

On reconstruction, the design, plan and specifications of any Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

13. INSURANCE

Unit owners shall provide and maintain fire and broad form extended coverage insurance on their Unit in the amount of the full insurable value (replacement value) of the Unit. Unit owner shall provide a certificate of insurance, evidencing the above coverage, to the Association, on an annual basis. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice providing an opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings, and it is determined to repair or reconstruct such building or buildings in accordance with Section 12 hereof, the proceeds of such insurance shall be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear.

The Board of Directors shall 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. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

14. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities, and common services provided to the Unit owners, shall be paid for by the Association. The Association shall make assessments against the Unit owners, as well as the Units themselves, for such common expenses, in the manner provided in the Bylaws of the Association. No Unit owner may exempt himself or his Unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common elements and facilities or services or by the abandonment of his Unit; and no conveyance shall relieve the Unit owner-grantor or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his Unit have been paid.

All common expenses and 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, without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to Units.

15. PARTITION OF COMMON ELEMENTS PROHIBITED

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

Nothing herein shall preclude Unit owners from entering into understandings with respect to shared wells or LP services, so long as such agreements are first approved by the Association.

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

The percentage of the undivided interest 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 interest in the Unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

17. EASEMENTS, RESERVATIONS AND RULES

17.1 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 private water mains and pipes, sewer lines, gas mains, if any, 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.

17.2 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 of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the common elements of facilities, or limited common elements, if such encroachment occurred due to the willful conduct of said owner or owners.

17.3 Shared Well & LP Services. Each Unit shall be serviced by a well and LP tank that is shared with another Unit, as follows:

- Units 1 & 2
- Units 3 & 4
- Units 5 & 6
- Units 7 & 8
- Units 9 & 10

Each Unit Owner acknowledges and agrees that shared well and LP tanks are limited common elements, appurtenant to the sharing Units, and the maintenance and expense associated therewith shall be the joint, equal responsibility for the respective Unit owners sharing the well or LP tank. No Unit Owner shall engage in any activity that would otherwise interfere with the other Unit Owner's right to utilize the shared well and LP tank. All LP tanks shall be installed so that utilization is separately metered, with each Unit Owner paying for their actual consumption of fuel.

17.4 Rules & Regulations. The following rules and restrictions shall apply to all Units, in addition to those rules that may later be established by the Declarant or the Association, from time-to-time:

- i. Minimum Floor Area and Design. All structures to be erected in the Development shall be of pleasing external design and shall conform with all established setback lines, and any dwelling which fails to conform to the specified minimum areas shall not be permitted, except with prior written approval of the Declarant.

The square footage of the main structure shall be that as permitted by the village of Ephraim.

- ii. Aesthetics. All structures shall generally conform to the Village of Ephraim aesthetic, and shall be subject to complete design review and approval by the Declarant and the Village.
- iii. Accessory Structures; Fencing. For the Units, accessory structures shall be permitted in accordance with local zoning ordinances, with prior approval of the Declarant. For the avoidance of doubt, accessory structures shall refer to those structures which are permanently affixed to the real estate, but not intended for occupancy (i.e., potting sheds, pools, pool houses, playground equipment, gazebos, etc.). No fences, ornamental screens, awnings, walls, hedges or other landscaping shall be erected or permitted upon any Lot except those constructed in accordance with final plans approved by the Declarant. It is the desire of the development to keep a natural look of the land as much as possible.
- iv. Used Buildings. No used building shall be moved onto the Condominium.

- v. **Storage & Screening.** No structure other than a fully completed residence shall be occupied. No recreational vehicle or boat may be stored outside on the Unit. All trash, debris, rubbish and refuse must be collected and stored inside a closed building, or inside a utility or service enclosure constructed so as not to be visible from neighboring property and must be regularly removed from each Unit. All areas for utility and service activity and equipment, including wood storage, mechanical equipment, laundry, clotheslines, dog runs and kennels and yard and garden care equipment shall be screened so as not to be visible from neighboring property. A screening plan depicting the screening of all items required to be screened hereby and showing the proposed location, dimension, materials and exterior color scheme (including color samples) for all such screening, shall be included in the building plans presented to the Declarant
- vi. **Sanitary.** Each Unit will be separately connected to the Village's sanitary line.
- vii. **Utility Services.** All utility services including, but not limited to, electrical, phone, gas, and cable, must be underground to and from buildings.
- viii. **Grade.** No structure or lawn shall be permitted until proper grades for each have been set, in accordance with the approved drainage plan for the Condominium, if any.
- ix. **Drainage Pattern.** No Lot Owner shall block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to backup onto the Unit of another Unit Owner or so as to restrict the use or enjoyment of any other Unit by any other Unit Owner. Unit owners, as a part of the post-home construction finishing/grading/landscaping process are responsible to bring their Unit into compliance with the approved Condominium drainage plan.
- x. **Fill.** Declarant reserves the right to direct the disposition of any fill, including excess excavation fill which is to be removed from any Unit, at the Unit Owner's expense.
- xi. **Maintenance.** Each Unit Owner is required to perform all necessary maintenance/upkeep of their respective Unit regardless of whether a structure is erected on the Unit or not. Unused areas are to be preserved as natural ground cover and trees to allow for a natural setting throughout the Condominium.
- xii. **Construction Site.** No building material shall be placed on any Unit more than thirty (30) days prior to the date construction is to begin. At all times during construction, the site shall be maintained, to Declarant's reasonable satisfaction, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers, and out of public view. Outdoor burning of construction debris is prohibited. Builders and/or Unit owners shall maintain a dumpster on each construction site and shall be responsible to ensure such dumpster is emptied as

often as necessary to ensure debris does not extend over the top edge allowing it to be blown out and onto surrounding properties.

- xiii. Aprons. All Unit owners shall abide by the Village's driveway apron requirements.
- xiv. Completion Date. All homes shall be completed within one year after commencement of building and shall not be occupied prior to being completed. All landscaping must be completed within one year after occupancy.
- xv. Zoning, Health, and Other Laws and Regulations. All zoning, health and other laws, ordinances and regulations promulgated by any governmental Unit having jurisdiction over the Condominium and which pertain to said Condominium shall be strictly observed and complied with.
- xvi. Development Roads. Each Unit shall be subject to the Private Road Maintenance Agreement recorded with the Door County Register of Deeds.
- xvii. Nuisances and Noise. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become a violation of Village zoning regulations.
- xviii. Pets and Livestock. Unit owners shall comply with the Village of Ephraim's rules and regulations concerning pets. No livestock animals (i.e., chickens, cows, pigs, etc.) shall be housed on any Unit. No Unit Owner may operate a pet breeding business within the Condominium.
- xix. Refuse Burning. There shall be no noxious burning of any kind. All fires must be supervised and kept under control.
- xx. Signs. Any signage shall be governed by Village Code requirements.
- xxi. Parking & Recreational Vehicles. No vehicle may park in one place on the street for more than 48 hours at a time.
- xxii. Unlicensed Vehicles and Salvage Materials. No unlicensed vehicles or Junk yards or storage areas for cars or other salvage materials of any nature shall be permitted on any Unit or combination of lots with the development.
- xxiii. Commercial Businesses. Except as may be permitted by local zoning regulations no commercial business shall be allowed to be conducted at any time from any Lot or combination of lots within the Development.
- xxiv. Storage Tanks. No above ground or underground storage tanks shall be permitted upon any Unit, with the exception of LP tanks, which shall be screened in accordance with the plans prescribed by the Declarant.

17.3 Binding Effect. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to take all steps necessary to carry out the intent of this Section 17.

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

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

19. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act with respect to the percentage interest in the common elements and termination of the condominium form of ownership, this Declaration may be amended by written consent of the owners of not less than three-fourths (3/4) of all votes entitled to be cast by members of the Association and the approval of their mortgagees. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration, and no amendment shall be effective without the Declarant's consent as long as the Declarant owns at least one Unit. 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 Outagamie County, and a copy of the amendment shall also be mailed or personally delivered to each Unit owner at his address on file with the Association.

20. NOTICES

All notices and other documents required to be given by this Declaration or 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 upon Declarant shall be given to the Agent specified for receipt of process therein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

21. SERVICE OF PROCESS

The person to receive service of process shall be MLF Corporate Services, LLC, 2501 E. Enterprise Drive, Appleton, WI 54913, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Door County, Wisconsin.

22. 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.

23. CAPTIONS

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

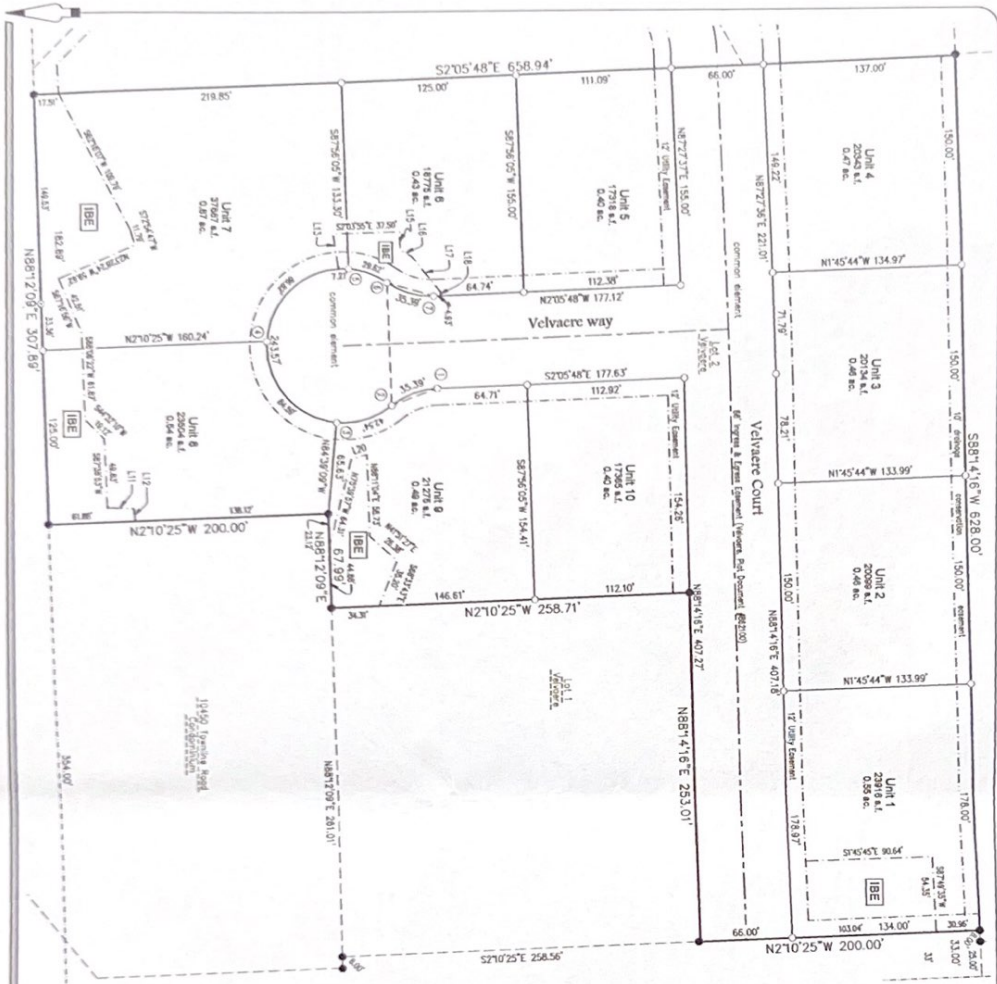
24. SEVERABILITY

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

25. HOMESTEAD

This is not homestead property.

[signature page follows]



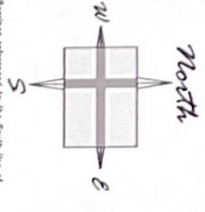
Velvaere
 A Land Only Condominium
 All of Lot 2 of the recorded Plat of "Velvaere, a County Plat" (Plats Hanger 370, Document Number 882100, Door County Records), being located in part of the Southeast 1/4 of the Northeast 1/4 of Section 12, T31N-R27E, in the Village of Ephraim, Door County, Wisconsin

INFILTRATION BASIN EASEMENT DETAILS



Legend

- 1/2" (6.4) x 1/8" iron pin with cap
- weighing 1.68 lbs./in. foot wt.
- 1" iron pin found
- () recorded on survey / evidence
- [BE] Infiltration Basin Easement from Velvaere, a County Plat



Surveying referenced to the South line of the Northwest 1/4 of Section 12, T31N-R27E, shown to be N89°12'09"E.

Line numbers are referenced to Velvaere Plat line numbers

Line #	Length	Bearing	Direction
L11	18.63	S07°09'10"W	
L12	8.48	S82°23'17"W	
L13	25.03	N81°30'37"E	
L14	12.48	S87°32'02"W	
L15	8.77	S32°42'25"W	
L16	32.23	S50°40'37"W	
L17	3.24	S87°24'17"W	
L20	11.58	N82°53'17"W	

Barbara
 BARBARA
 SURVEYOR
 WISCONSIN
 SINCEN M. BREDA
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 DR. M. DAN.
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SCALE 1" = 60'

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