



Michael Best & Friedrich LLP
Attorneys at Law
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June 22, 2020

Door County Zoning Board of Adjustment
Attn: Mariah Goode, Director
Door County Land Use Services Department
421 Nebraska Street
Sturgeon Bay, WI 53245

Re: Stephan B. Nordstrom, et al
Appeal

Dear Ms. Goode:

Attached are pdf versions of Appellants' Exhibits for the June 23, 2020 public hearing. With the exception of the statutory section, attached at Tab 5, the Exhibits are all included in the package of documents prepared by the County and all bear corresponding page numbers.

On March 4, 2020 Cottage Row Properties LLC recorded Cottage Row Condominium II Declaration ("Declaration") with the Door County Register of Deeds as Document No. 829186. The Declaration did not comply with State law because only one of the two signatures on the Declaration was notarized and because it did not include a description of each unit sufficient to identify the unit with reasonable certainty.

The Declaration is void ab initio because it fails to comply with the mandatory requirements of Wis. Stat. §§ 703.09(1c) and 706.05(2)(b) since the signatures of all owners of the property on the Declaration were not authenticated. It was not authenticated as to Jacqueline Kane. Wis. Stat. § 703.09(1c) states, "**[a] condominium declaration shall be signed by the owners of the property and any first mortgagee of the property or the holder of an equivalent security interest in the property in the same manner as required in conveyances of real property.**" Wis. Stat. § 703.09(1c) (emphasis added). Wisconsin Statute ch. 706 governs Conveyances of Real Property; Recording; Titles. Wis. Stat. § 706.05(2) states, "[e]xcept as different or additional requirements may be provided by law, every instrument offered for record shall: (a) Bear such signatures as are required by law; (b) **Contain a form of authentication authorized by s. 706.06 or ch. 140.**" Wis. Stat. § 706.05(2)(a)-(b) (emphasis added).

Here, the Declaration is signed by Cottage Row Properties LLC by its members, Steven Kane and Jacqueline Kane. Notably, however, only the signature of Steven Kane is authenticated. Because of this error, the Declaration does not substantially conform with the requirements of Wis. Stat. § 703.30(2). Consequently, the Declaration is unenforceable and should be ruled void *ab initio*.

In addition, the Declaration does not adequately describe the units. The term "Unit" is described in Sec. 1.17 as follows:



Ms. Mariah Goode
June 22, 2020
Page 2

1.17. Unit. A part of the Condominium Parcel as shown on the Plat being a cubicle of air having vertical sides formed by the planes extending upward from the present land surface exterior limits of the Unit shown on the Plat, having a lower side formed by the present land surface exterior limits of the Unit, and having an upper side a distance of thirty-five feet (35') above and parallel to the present land surface of the Unit.

Neither the Declaration nor the two different condominium Plats recorded by Cottage Row Properties LLC sets forth the date upon which the "...present land surface exterior limits of the Units..." is to be ascertained or describes that surface. That land surface may or may not have changed since the Declaration was executed and recorded but clearly will change over time. Because that land surface was not described, either on the two condominium Plats or by a survey, the Declaration does not meet the requirements of Sec. 703.02(9) stats. and consequently it should be ruled void.

Appellants' presentation during the hearing on June 23, 2020 will expand upon these points.

Sincerely,

MICHAEL BEST & FRIEDRICH LLP

/s/

Thomas O. Gartner
Attorney for Appellants

TOG:mkb

Enclosure

**RECEIVED JUNE
22, 2020**

Door County Board of Adjustment

**Appeal of
Stephan B. Nordstrom,
Graycliffe, LLC,
Carl M. Curry and Cynthia M. Curry**

Appellants Exhibits

June 23, 2020 Hearing

Index

<u>Tab</u>	<u>Document Description</u>
1.	Application for Minor Land Division Received on April 3, 2020 (County Materials Pages 88-101)
2.	Condominium Plat Recorded on March 4, 2020 (County Materials Pages 14-17)
3.	Condominium Declaration Recorded on March 4, 2020 (County Materials Pages 18-43)
4.	Door County Regular Zoning Permit and Door County Shoreland Zoning Permit (County Materials Pages 141-145)
5.	Sec. 703.02 (9) Stats.
6.	Site Plan Depicting Pre-Construction and Finished Grades (County Materials Page 162)
7.	Preliminary Plan Depicting Proposed Cut and Fill (County Materials Page 143)



454 KENTUCKY STREET
P.O. BOX 89
STURGEON BAY, WISCONSIN 54235-0089
TELEPHONE (920)743-6505
FACSIMILE (920)743-2041
WRITER'S E-MAIL jsmith@pinkertlawfirm.com

JAMES R. SMITH
RICHARD A. HAUSER
JON R. PINKERT *
JENNIFER C. HOBART
AMY M. SULLIVAN
TYLER D. PLUFF
MICHAEL J. DeCHECK

* Court Commissioner

HERMAN J. LEASUM (1910-2006)
RETIRED:
JEFFERY M. WEIR
ROGER PINKERT
MARK A. JINKINS
NORTHERN DOOR OFFICE:
2294 SUNSET DRIVE
SISTER BAY, WISCONSIN 54234
TELEPHONE (920) 854-2616

March 31, 2020

Mr. Richard R. Brauer
Zoning Administrator
Door County Land Use Services
421 Nebraska Street
Sturgeon Bay, Wisconsin 54235

Via US Mail and E-Mail
rbrauer@co.door.wi.us

Re: **Cottage Row Properties LLC**
Tax Parcel No 014-01-06302711C

Dear Mr. Brauer:

Enclosed please find the Application for Minor Land Division (site condominium) submitted on behalf of Cottage Row Properties LLC regarding the above-referenced property. Also enclosed is the application fee of \$225.00.

As directed by your office, based on the advice you received from Grant Thomas, Corporation Counsel, I am submitting the plat review application and fee for Cottage Row Condominium II, said plat having been previously signed off on and recorded in the Office of the Register of Deeds along with the Declaration for said condominium.

If you need anything further at this time, please advise.

Sincerely,

PINKERT LAW FIRM LLP


James R. Smith

JRS/mah
Enclosures
c w/enclosures: Cottage Row Properties LLC

f:\clients\k\kane steven & jacqueline\cottage row\braucr 03-31-20.docx

RECEIVED

APR 3 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

WISCONSIN LAWYERS
EXPERT ADVISERS. SERVING YOU.

DOOR COUNTY LAND USE SERVICES
421 Nebraska Street – Government Center
Sturgeon Bay, Wisconsin 54235
(920) 746-2323 - FAX (920) 746-2387

APPLICATION FOR MINOR LAND DIVISION (SITE CONDOMINIUM)
UNDER CHAPTER 4, DOOR COUNTY LAND DIVISION ORDINANCE

1. NAME AND ADDRESS OF PROPERTY OWNER

Name Cottage Row Properties LLC
Street 7823 White Cliff Road
City Egg Harbor State WI Zip 54209
Home Telephone # 650-464-1000
Daytime Telephone # 650-464-1001
(If additional property owners, list them below)

Name none
Street _____
City _____ State _____ Zip _____
Home Telephone # _____
Daytime Telephone # _____

2. LOCATION OF LAND DIVISION

Tax Parcel No. 014 - 01 - 06302711C
Section 6 Town 30, Range 27
Town of: Gibraltar

3. TOTAL NUMBER OF PARCELS CREATED

Number of parcels Three (3) units

4. SURVEYOR AND/OR AGENT

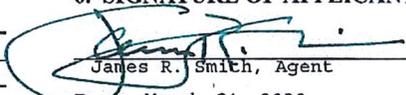
Surveyor Baudhuin Incorporated
Primary Contact Dennis Van Bramer
Phone No. 920-743-8211
Agent none
Phone No. ---

5. FEE

\$150.00 plus \$25.00 for each lot created. Make check payable to the Door County Treasurer in the amount of \$ 225.00.

*Note: When combining lots only, there is no fee.

6. SIGNATURE OF APPLICANT OR AGENT


James R. Smith, Agent
Date March 31, 2020

7. Who should be called when CSM is signed?

N/A

8. Special Instructions:

None

FOR OFFICE USE ONLY

Shoreland Zoning Yes/No

CSM SENT TO REAL PROPERTY YES / NO

Receipt No. 1111 Fee 225.00 Date 4-3-20

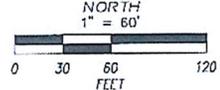
Check for Register of Deeds in drawer?
Yes _____ No _____

Delivered to Deeds – Date: _____ Name: _____

RECEIVED
APR 3 2020
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBBLART,
DOOR COUNTY,
WISCONSIN.



I, ARIC R. WEBER, PROFESSIONAL LAND SURVEYOR FOR BALDWIN SURVEYING & ENGINEERING, CERTIFY THAT I AM A LICENSED LAND SURVEYOR AUTHORIZED TO PRACTICE THAT PROFESSION IN THIS STATE AND THAT THE CONDOMINIUM PLAN TO WHICH THIS CERTIFICATE IS AFFIXED IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN.
DATED 3-4-20

ARIC R. WEBER S-2584

Certificate of Door County Land Use Services Department:
This Cottage Row Condominium II minor site condominium plat has been submitted to and approved by the Door County Land Use Services Department.
Date: March 4, 2020 *Maia K. Reed*
Door County Land Use Services

CAUTION:
Building zones depicted are based on building setbacks in effect at time of recording and should not be relied upon without first obtaining written verification thereof from the Door County Land Use Services Department.

NOTES:
Any land below the approximate ordinary highwater mark of Green Bay is subject to the public trust in navigable waters that is established under Article IX, Section 1 of the State Constitution.

The Existing 33' wide Express Egress & Utility Easement is for the benefit of Unit 3 and also serves two (2) parcels to the south of the Condominium Parcel. Voluntary access to Units 1 and 2 across said easement is strictly prohibited.

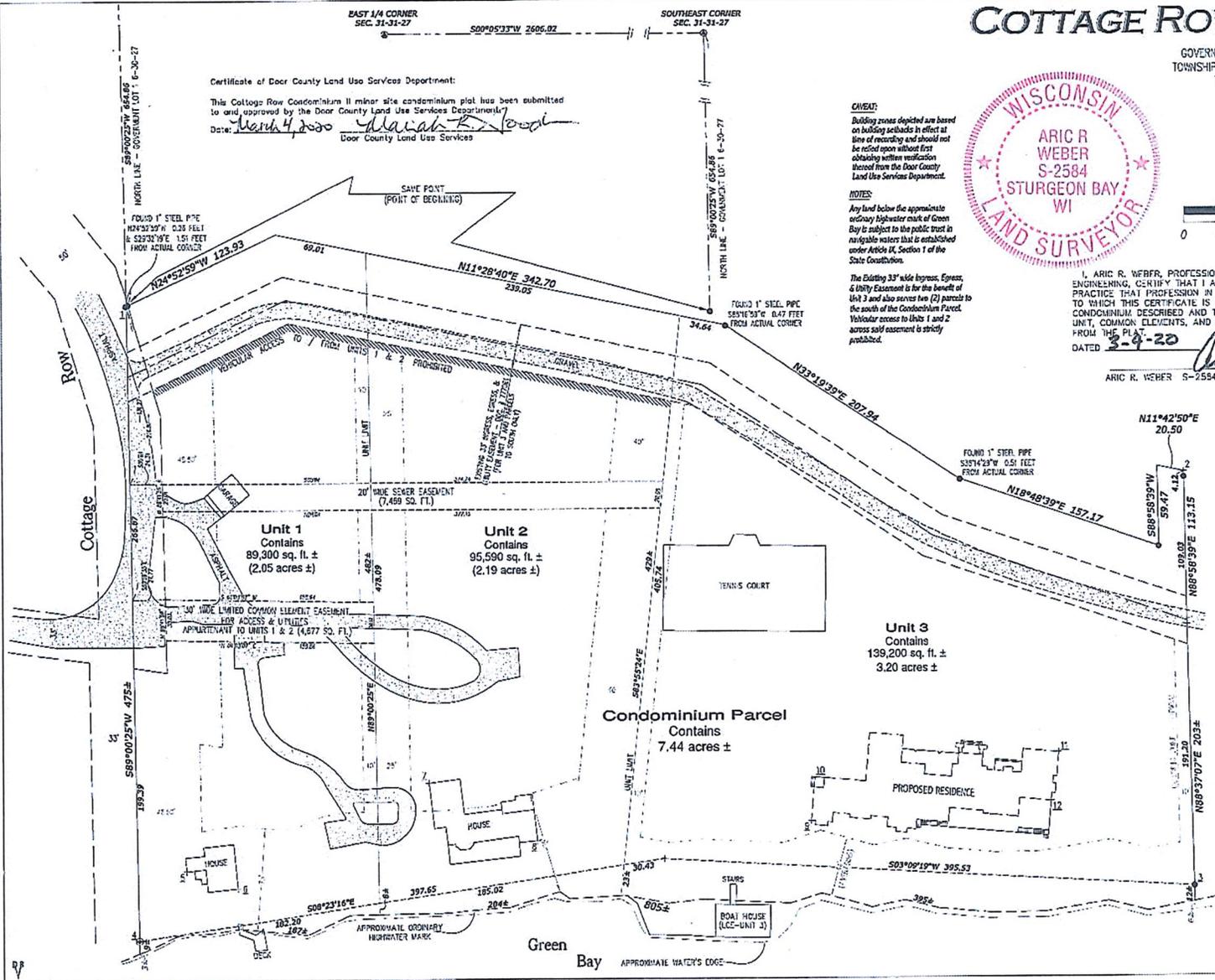
DECLARANT:
COTTAGE ROW PROPERTIES LLC
5845 STRASBOURG COURT
RENO, NV
89511

- ⊙ - DOOR COUNTY MONUMENT
- - FOUND 1.5" STEEL PIPE
- ⊖ - FOUND 1" STEEL PIPE
- ⊕ - FOUND 1/4" STEEL ROD
- ⊠ - FOUND 4"x4" CONCRETE MONUMENT
- |- - LOCATOR
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT

NOTE
ALL BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT LOT 2 SECTION 31-31-27

LOCATORS

No.	Northing	Easting
1	1023.29	1235.39
2	233.49	1109.71
3	226.88	805.43
4	1015.21	709.20
5	979.25	819.73
6	941.16	807.23
7	797.57	883.48
8	716.72	840.85
9	512.34	854.68
10	502.57	855.95
11	328.38	903.55
12	333.99	858.18



COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR,
DOOR COUNTY,
WISCONSIN.

Description - Condominium Parcel:

A parcel of land located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 654.86 feet along the north line of said Government Lot 1 to the point of beginning of lands to be described; thence continuing S89°00'25"W - 466.26 feet to a found ¾" steel rod, said rod being N89°00'25"E -- 9 feet ± from the approximate ordinary highwater mark of Green Bay; thence along a meander line as follows: S08°23'16"E - 397.65 feet; thence S03°09'19"W - 395.53 feet to a found 1" steel pipe, said pipe being N88°37'07"E - 12 feet ± from said approximate ordinary highwater mark of Green Bay; thence N88°37'07"E - 191.20 feet; thence N88°58'39"E - 113.15 feet; thence N11°42'50"E - 20.50 feet; thence S88°58'39"W - 59.47 feet; thence N18°46'39"E - 157.17 feet; thence N33°19'39"E - 207.94 feet; thence N11°28'40"E - 342.70 feet; thence N24°52'59"W - 123.93 feet to the point of beginning.

Said parcel contains 7.44 ± acres and includes all lands lying between aforementioned meander line and the approximate ordinary high water mark of Green Bay. Said parcel is subject to and benefited by an existing easement for ingress, egress, and utilities recorded at Document No. 777061.

Said parcel is subject to and benefited by the following described 20' wide sewer easement:

A 20' wide easement for the installation and maintenance of sanitary sewer located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 786.13 feet along the north line of said Government Lot 1; thence South - 24.31 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence continue South - 374.74 feet; thence N83°55'24"W - 20.00 feet; thence North - 372.15 feet to the aforementioned southerly right of way line of Cottage Row; thence N88°41'59"E - 20.01 feet along said right of way line to the point of beginning.

Said easement contains 7,469 square feet.

Said parcel is also subject to and benefited by the following described 30' wide limited common element access and utility easement:

A 30' wide limited common element access and utility easement appurtenant to Units 1 & 2 located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 871.73 feet along the north line of said Government Lot 1; thence S00°59'35"E - 24.77 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence S01°03'07"W - 155.94 feet; thence N89°00'25"W - 30.03 feet; thence N01°03'07"E - 155.86 feet to the aforementioned southerly right of way line of Cottage Row; thence N88°41'59"E - 30.03 feet along said right of way line to the point of beginning.

Said easement (Limited Common Element) contains 4,677 square feet.

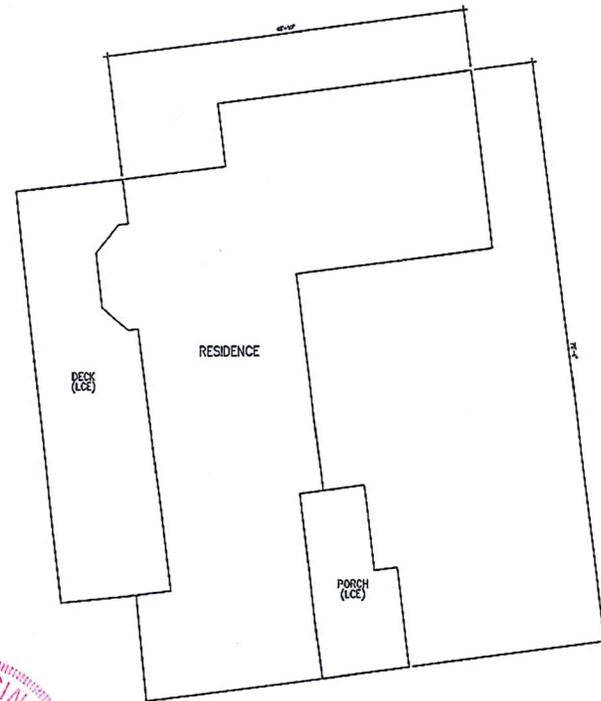


COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 1 MAIN FLOOR PLAN
660 SQ. FT. ±
NO SCALE

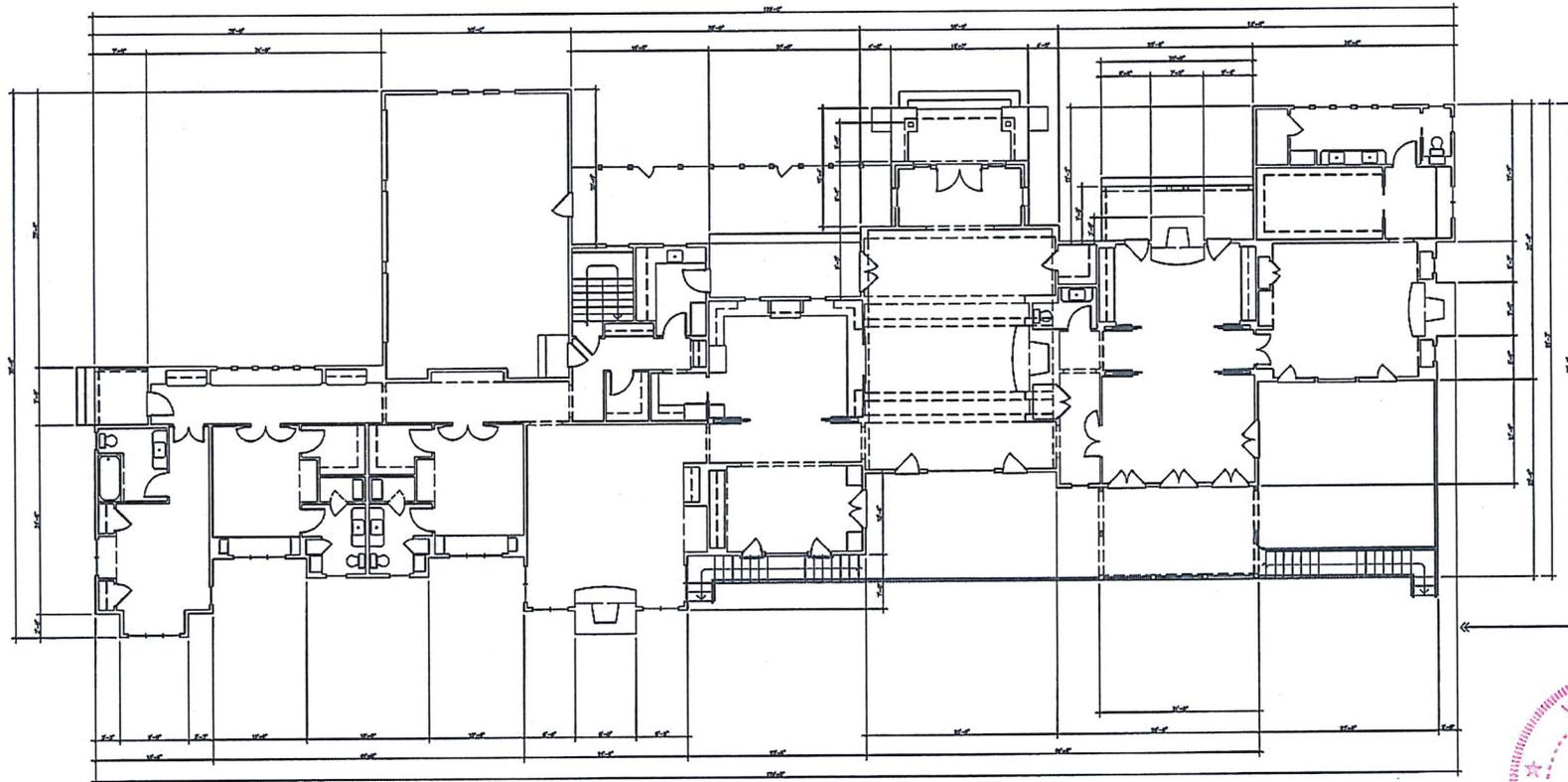


RESIDENCE - UNIT 2 MAIN FLOOR PLAN
2,100 SQ. FT. ±
NO SCALE



COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBALTAR,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 3 MAIN FLOOR PLAN
6,990 SQ. FT. ±
NO SCALE



COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GERALDTON,
DOOR COUNTY,
WISCONSIN



1" = 60'
0 30 60 90 120
FEET

I, ARIC R. WEBER, PROFESSIONAL LAND SURVEYOR FOR BUILDING SURVEYING & ENGINEERING, CERTIFY THAT I AM A LICENSED LAND SURVEYOR AUTHORIZED TO PRACTICE THAT PROFESSION IN THIS STATE AND THAT THE CONDOMINIUM PLAN TO WHICH THIS CERTIFICATE IS APPLIED IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN.

DATED 3-4-20
ARIC R. WEBER S-2584



DECLARANT:
COTTAGE ROW PROPERTIES LLC
5845 STRASSBOURG COURT
RENO, NV
89511

- - DOOR COUNTY MONUMENT
- - FOUND 1.5" STEEL PIPE
- - FOUND 1" STEEL PIPE
- - FOUND 3/4" STEEL ROD
- - FOUND 4"x4" CONCRETE MONUMENT
- ⊕ - LOCATOR
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT

NOTE

ALL BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT LOT 2 SECTION 31-31-27

No.	Bearing	Existing	Locators
1	1023.29	1235.39	
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12	333.99	868.18	

DATE: 3/4/20
SHEET 1 OF 4

JOB NO. 23504
3-2-20

Certificate of Door County Land Use Services Department:

This Cottage Row Condominium II minor site condominium plan has been submitted to and approved by the Door County Land Use Services Department.
Date: March 4, 2020
Hannah K. [Signature]
Door County Land Use Services

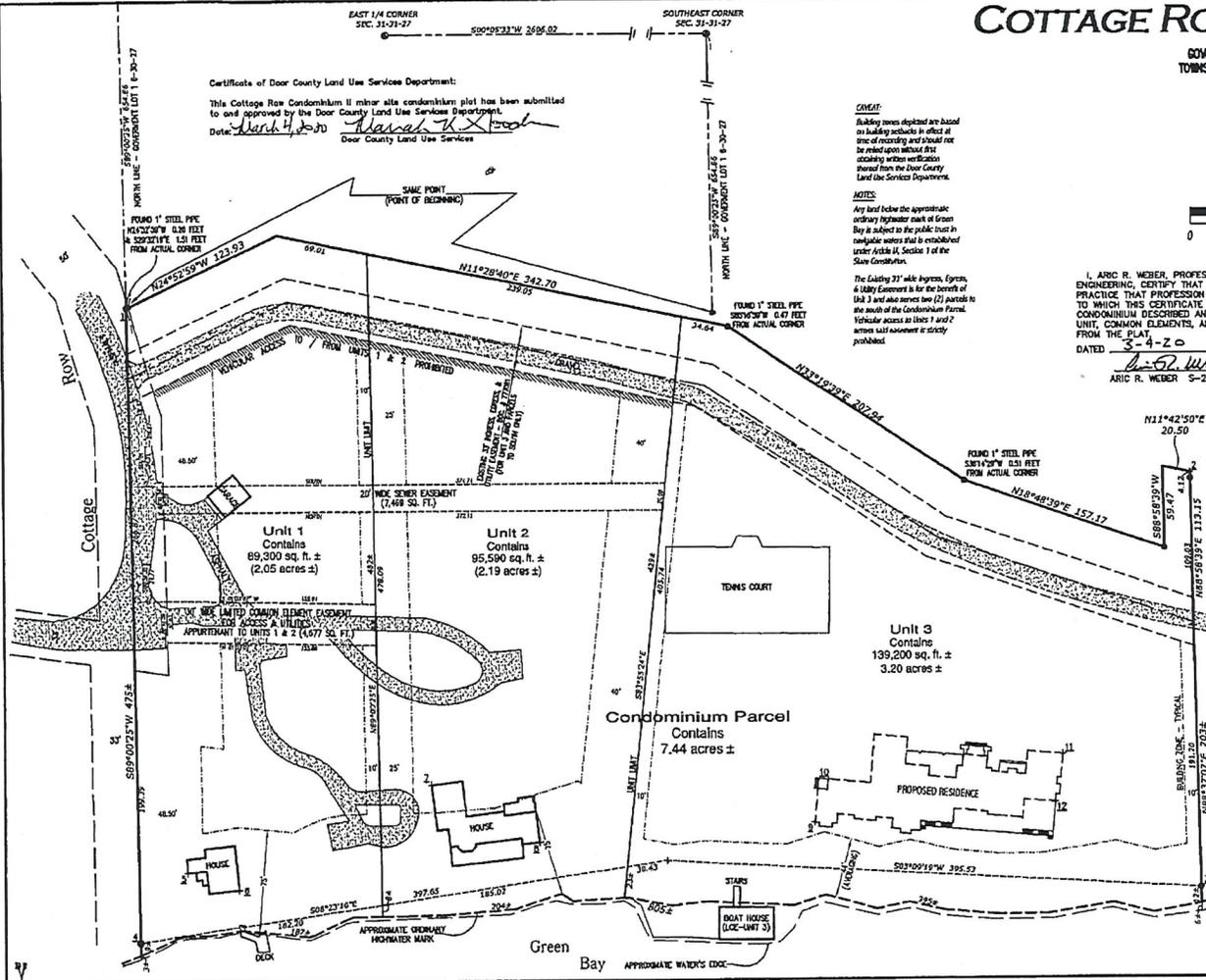
CAUTION

Buildings shown depicted are based on building setbacks in effect at time of recording and should not be relied upon without field occupancy verification. If occupancy verification is required, please contact the Door County Land Use Services Department.

NOTES

Any land below the approximate ordinary highwater mark of Green Bay is subject to the public trust in navigable waters that is established under Article IX, Section 1 of the State Constitution.

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COTTAGE ROW CONDOMINIUM II

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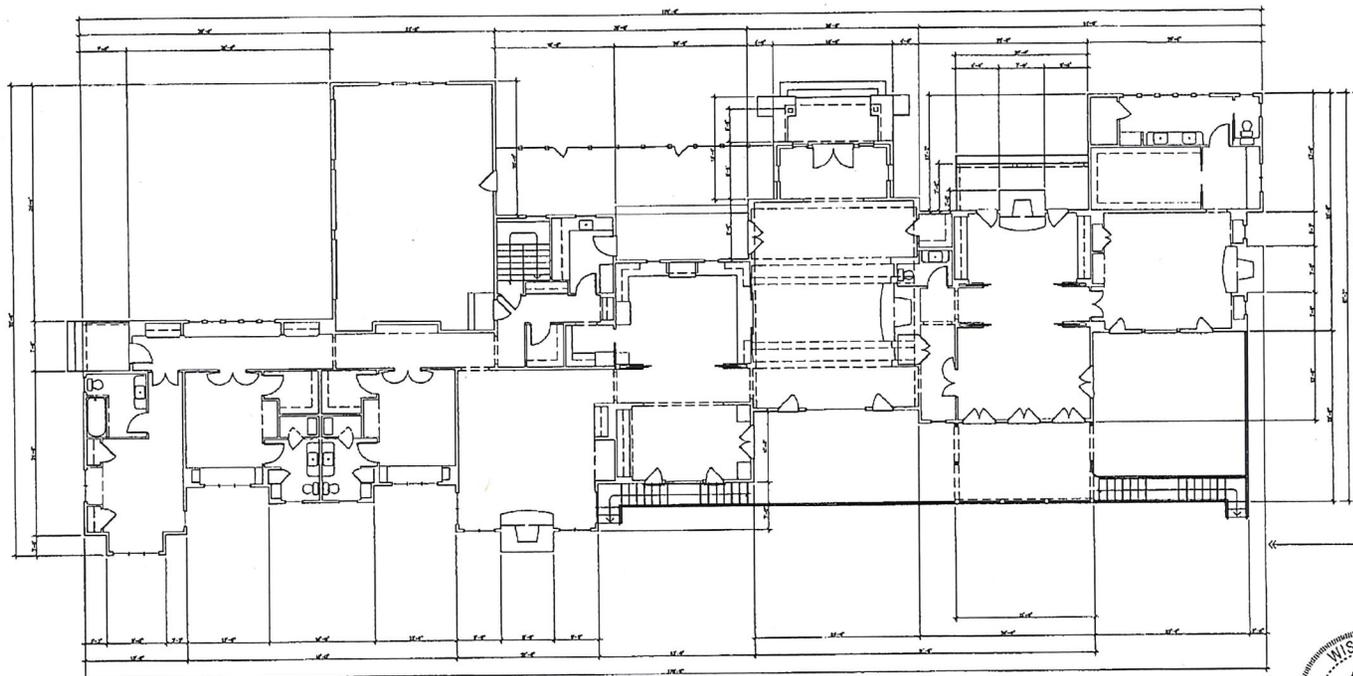


C:\WORK\1206\KANE 2304\1206\104-0006
SHEET 2 OF 4

JOB NO. 23504
3-2-20

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LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GERALTAR,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 3, MAIN FLOOR PLAN
6,890 SQ. FT. ±
NO SCALE



7

Hanger 323

COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GERALTAR,
DOOR COUNTY,
WISCONSIN.



DOC #: 829187
RECORDED ON:
03/04/2020 03:06:52 PM
GREY PETERSTLKA
REGISTER OF DEEDS
DOOR COUNTY, WI
FEE AMOUNT PAID: 50.00

I, ARIC R. WEBER, PROFESSIONAL LAND SURVEYOR FOR BAUDHUIN SURVEYING & ENGINEERING, CERTIFY THAT I AM A LICENSED LAND SURVEYOR AUTHORIZED TO PRACTICE THAT PROFESSION IN THIS STATE AND THAT THE CONDOMINIUM PLAN TO WHICH THIS CERTIFICATE IS AFFIXED IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN.
DATED: 3-4-20

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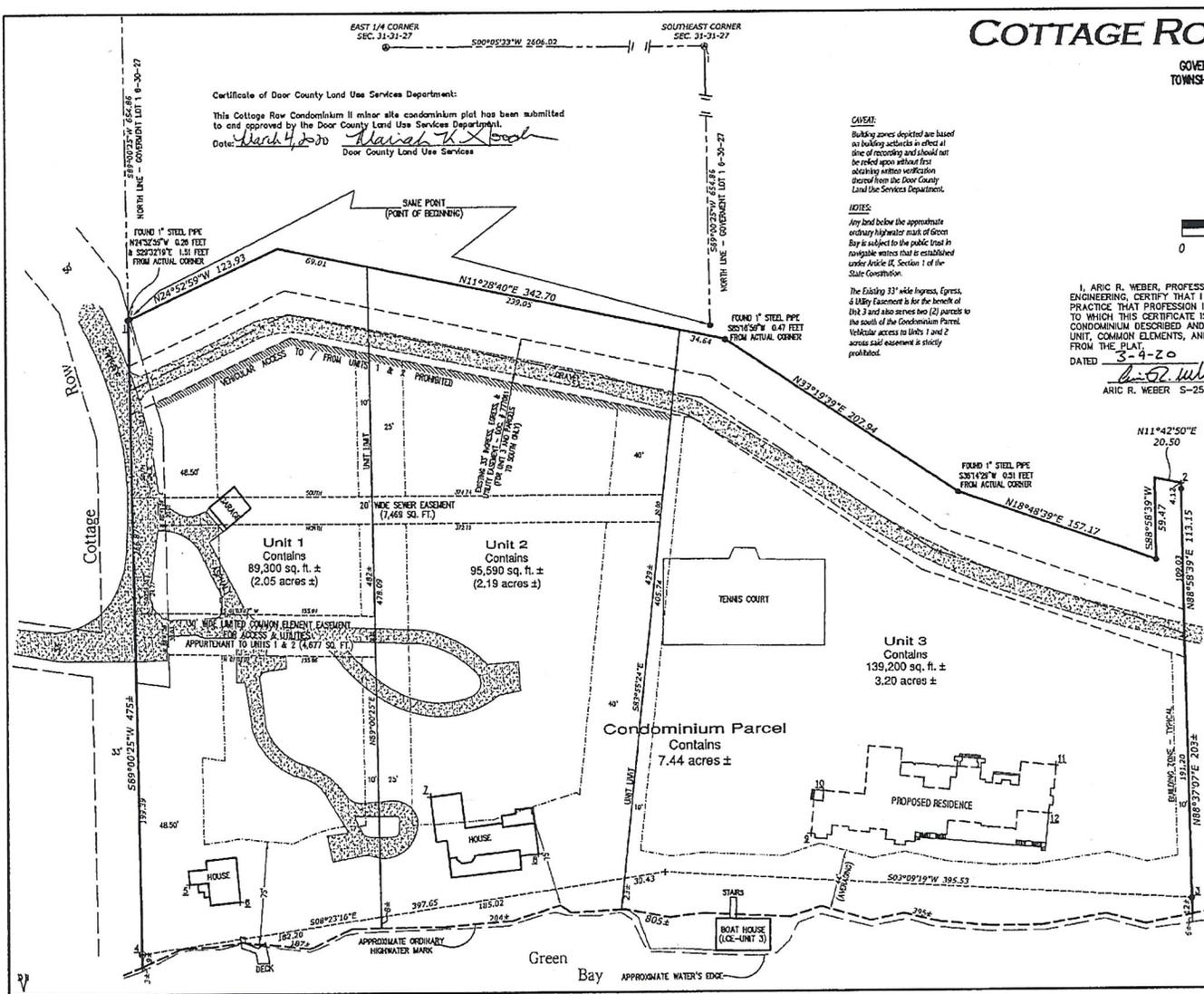
DEVELOPER:
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Date: March 4, 2020 *Arac R. Weber*
Door County Land Use Services

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NOTES:
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NORTH LINE - GOVERNMENT LOT 1 S-30-27

EAST 1/4 CORNER SEC. 31-31-27

SOUTHEAST CORNER SEC. 31-31-27

FOUND 1" STEEL PIPE N4°52'59"W 0.26 FEET & S20°21'19"E 1.51 FEET FROM ACTUAL CORNER

FOUND 1" STEEL PIPE S20°16'58"W 0.47 FEET FROM ACTUAL CORNER

FOUND 1" STEEL PIPE S30°14'25"W 0.31 FEET FROM ACTUAL CORNER

N11°42'50"E 20.50

S58°48'59"W 59.47

N18°48'59"E 157.17

S58°48'59"W 113.15

N88°58'39"E 113.15

102.02

4.14

59.47

102.02

102.02

102.02

102.02

102.02

102.02

102.02

102.02

102.02

102.02

102.02

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102.02

102.02

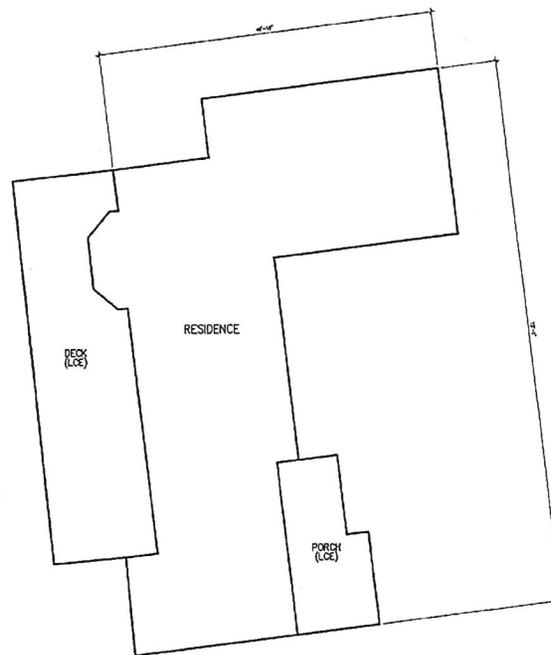
Hanger 323

COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GERALTAR,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 1 MAIN FLOOR PLAN
880 SQ. FT. ±
NO SCALE



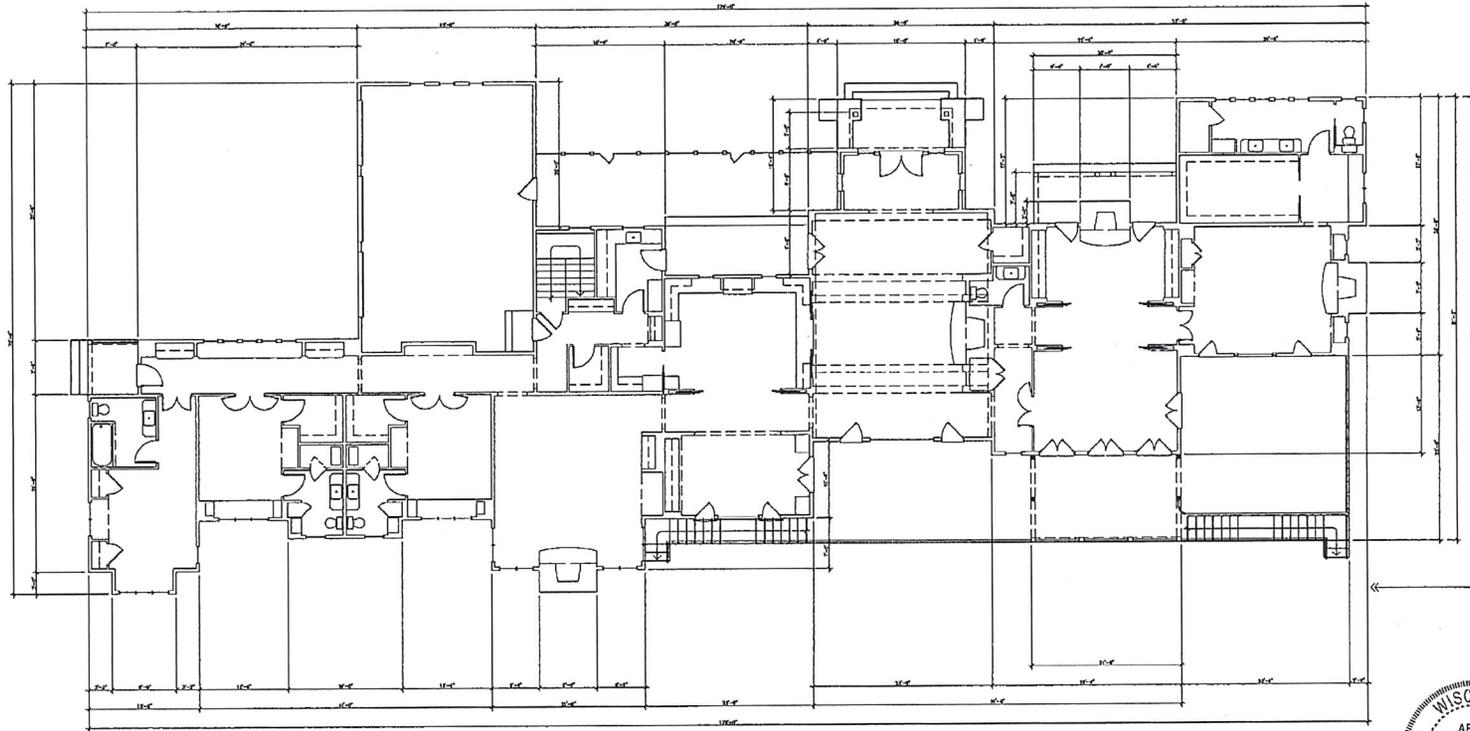
RESIDENCE - UNIT 2 MAIN FLOOR PLAN
2,100 SQ. FT. ±
NO SCALE



Hanger 323

COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GERRALTAR,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 3 MAIN FLOOR PLAN
6,980 SQ. FT. ±
NO SCALE



RP



Hanger 3a3

COTTAGE ROW CONDOMINIUM II

LOCATED IN
GOVERNMENT LOT 1 OF SECTION 4,
TOWNSHIP 35 NORTH, RANGE 27 EAST,
TOWN OF GERALD,
DOOR COUNTY,
WISCONSIN



SCALE
1" = 60'
0 50 100
FEET

DATE: 3-1-20
DRAWN BY: [Signature]
REGISTERED PROFESSIONAL
REGISTERED PROFESSIONAL
DOOR COUNTY, WI
SEE SPEAKERS PAGE 30-32

I, AND A NEAR PROFESSIONAL LAND SURVEYOR FOR BARBARA BENTON &
CONCRETE, COUNTY ROAD 1 IN A DIVIDED LOTS SECTION 4, REFERRED TO
PRACTICE THAT PROFESSION IN THIS STATE AND THAT THE CONDOMINIUM PLAN
TO WHICH THIS CONDOMINIUM IS ATTACHED IS A CORRECT REPRESENTATION OF THE
CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATIONS OF EACH
UNIT, COMMON ELEMENT, AND UNDIVIDED COMMON ELEMENTS CAN BE DETERMINED
FROM THIS PLAN.
DATE: 3-1-20
BY: [Signature]
APC R. REBER 5-2584



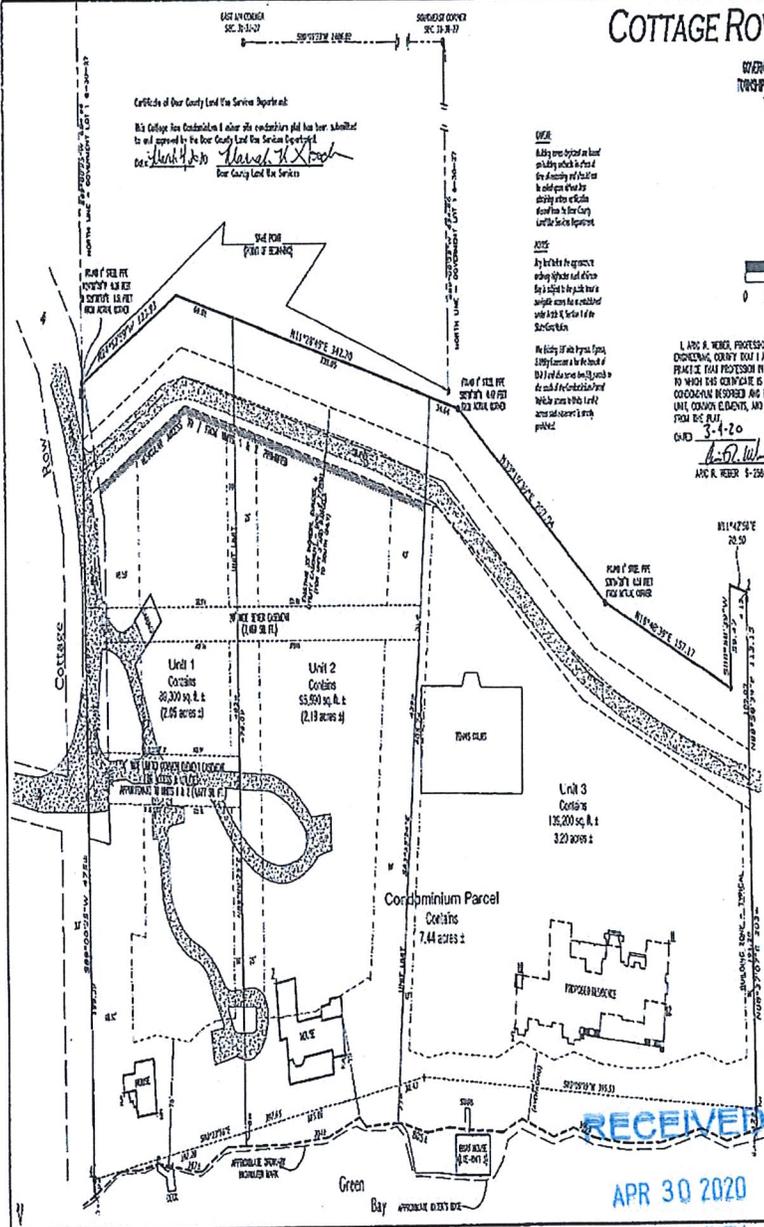
PROJECT NAME
COTTAGE ROW PROPERTIES LLC
5615 STRAUBER COURT
DENO, WY
83201

- 6 - DOOR COUNTY WORMHOLE
- 0 - FRAME 1" STEEL PIPE
- 0 - FRAME 1" STEEL PIPE
- 0 - FRAME 1/2" STEEL ROD
- 1 - FRAME 1/2" CONCRETE WORMHOLE
- 4 - LUGGERS
- 0E - CONCRETE ELEVATOR
- 0E - DIVIDED COMMON ELEMENT

NOTE

ALL BEARINGS BASED ON THE SOUTH
LINE OF GOVERNMENT LOT 2, SECTION
31-31-27

LOCATIONS	Area	Length
1	142.10	118.70
2	213.40	143.70
3	226.88	205.60
4	401.20	242.90
5	547.25	391.77
6	541.16	322.13
7	702.55	481.46
8	715.47	514.82
9	512.34	324.64
10	522.37	445.92
11	324.28	245.15
12	333.29	263.18



Certificates of our County Land Use Service Department
This Cottage Row Condominium II plan and condominium plan has been submitted
to and approved by the Door County Land Use Service Department
Date: [Signature] [Signature]
Door County Land Use Service

NOTE
Any items not shown on this plan are to be determined by the owner.
The owner is responsible for any items not shown on this plan.
The owner is responsible for any items not shown on this plan.

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DOOR COUNTY
LAND USE SERVICES DEPARTMENT

Hanger 323

COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR,
DOOR COUNTY,
WISCONSIN.

Description - Condominium Parcel

A parcel of land located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°02'25"W - 654.66 feet along the north line of said Government Lot 1 to the point of beginning of lands to be described; thence continuing S89°02'25"W - 466.26 feet to a found 1" steel rod, said rod being N89°02'25"E - 9 feet from the approximate ordinary highwater mark of Green Bay; thence along a meadow line as follows: S08°23'18"E - 387.65 feet; thence S02°02'18"W - 355.53 feet to a found 1" steel pipe, said pipe being N43°37'07"E - 42 feet from said approximate ordinary highwater mark of Green Bay; thence N88°47'07"E - 191.20 feet; thence N86°58'39"E - 113.15 feet; thence N11°42'50"E - 20.50 feet; thence S68°53'07"W - 53.47 feet; thence N18°43'39"E - 157.17 feet; thence N33°19'39"E - 207.84 feet; thence N11°28'49"E - 342.70 feet; thence N24°52'55"W - 123.53 feet to the point of beginning.

Said parcel contains 7.44 acres and includes all lands lying between aforementioned meadow line and the approximate ordinary high water mark of Green Bay. Said parcel is subject to and benefited by an existing easement for ingress, egress, and utilities recorded at Document No. 177861.

Said parcel is subject to and benefited by the following described 20' wide sewer easement:

A 20' wide easement for the installation and maintenance of sanitary sewers located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°02'25"W - 766.13 feet along the north line of said Government Lot 1; thence South - 24.31 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence continue South - 374.74 feet; thence N83°52'24"W - 20.00 feet; thence North - 372.15 feet to the aforementioned southerly right of way line of Cottage Row; thence N88°41'59"E - 20.01 feet along said right of way line to the point of beginning.

Said easement contains 7,469 square feet.

Said parcel is also subject to and benefited by the following described 30' wide limited common element access and utility easement:

A 30' wide limited common element access and utility easement appurtenant to Units 1 & 2 located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S61°00'25"W - 871.73 feet along the north line of said Government Lot 1; thence S00°59'33"E - 24.77 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence S01°00'07"W - 155.84 feet; thence N89°02'25"W - 30.00 feet; thence N01°03'00"E - 155.86 feet to the aforementioned southerly right of way line of Cottage Row; thence N88°41'59"E - 30.00 feet along said right of way line to the point of beginning.

Said easement (limited Common Element) contains 4,677 square feet.



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SHEET 2 OF 4

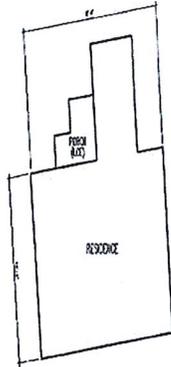
2020 00 23504
3-1-20

LAND USE SERVICES DEPARTMENT

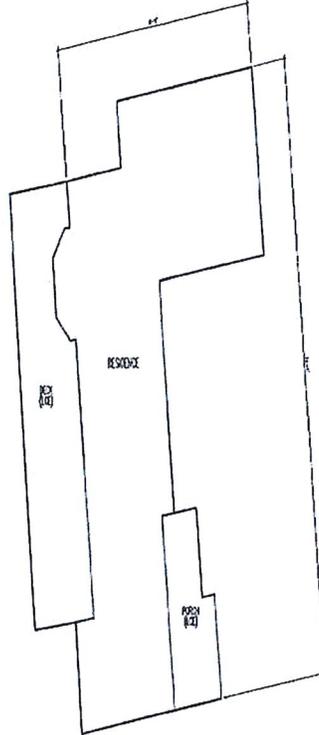
Hanger 383

COTTAGE ROW CONDOMINIUM II

LOCATED IN:
CONDOMINIUM LOT 1 OF SECTION 4,
TOWNSHIP 20 NORTH, RANGE 27 EAST,
TOWN OF GERRARD,
DOOR COUNTY,
WISCONSIN



RESIDENCE - UNIT 1 FLOOR PLAN
893 SQ. FT. ±
NO SCALE



RESIDENCE - UNIT 2 FLOOR PLAN
2400 SQ. FT. ±
NO SCALE

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DOOR COUNTY LAND USE SERVICES DEPARTMENT SHEET 3 OF 4

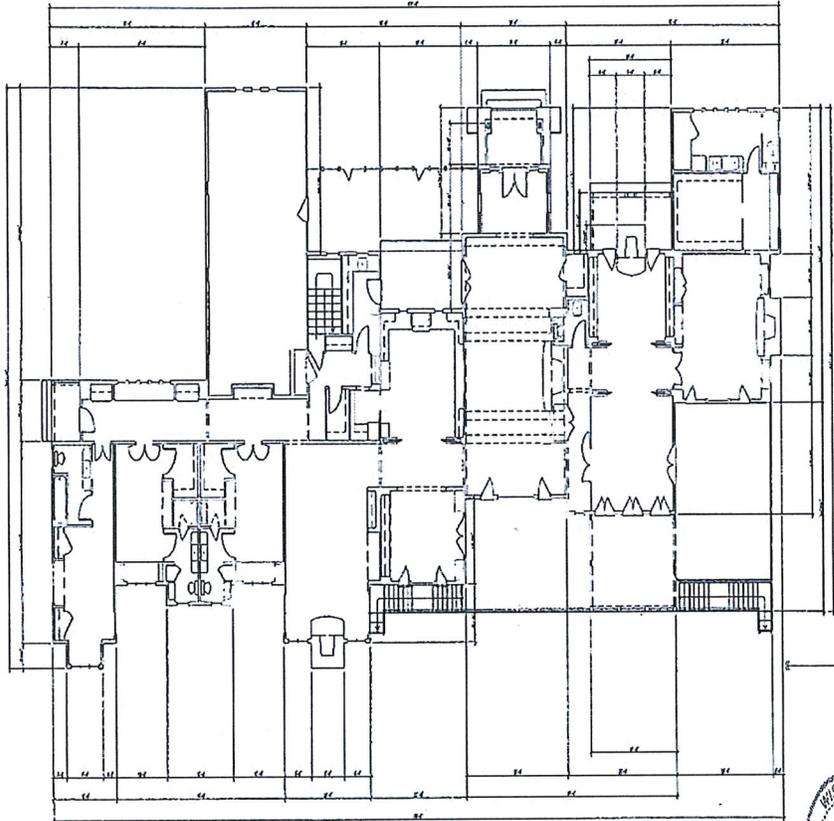


JSP AND 2/28/04 3-7-20

Hanger 223

COTTAGE ROW CONDOMINIUM II

LOCATED IN:
CONCRETE LOT 1 OF SECTION 16,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GERALDINE,
DOOR COUNTY,
WISCONSIN.



RESERVE - UNIT 3 UNIT FLOOR PLAN
4,600 SQ. FT. ±
NO SCALE

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LAND USE SERVICES DEPARTMENT

DOOR COUNTY LAND USE SERVICES DEPARTMENT

SHEET 4 OF 4

JOB NO. 21504
3-7-20





0 2 5 6 9
1:40:00000



DOC #: 829186
RECORDED ON:
03/04/2020 03:06:52 PM
CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI
FEE AMOUNT PAID: 30.00

COTTAGE ROW CONDOMINIUM II DECLARATION

This Cottage Row Condominium II Declaration ("Declaration") is made this 25th day of February, 2020, by Cottage Row Properties LLC, a Wisconsin limited liability company ("Declarant").

Recording Area

Name and Return Address

Attorney James R. Smith
Pinkert Law Firm LLP
454 Kentucky St., P.O. Box 89
Sturgeon Bay, WI 54235

014-01-06302711C
Parcel Identification Number (PIN)

RECITALS

A. Declarant owns in fee simple certain real property located in the Town of Gibraltar, County of Door, State of Wisconsin, legally described in Exhibit A attached hereto and made a part hereof, and herein referred to as the "Condominium Parcel".

B. Declarant intends by this Declaration to subject the Condominium Parcel together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind which are now, or at any time thereafter, located thereon and all rights and privileges belonging or pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin known as Chapter 703, as amended from time to time, hereinafter referred to as the "Act".

C. Declarant intends to establish certain rights with respect to the Condominium Parcel for the benefit of the Declarant and for the benefit of all future owners and occupants of the Condominium Parcel and the Condominium Units located thereon.

D. Declarant intends to create a condominium pursuant to the Act which shall be known as Cottage Row Condominium II ("Condominium") with rights appurtenant to each Unit, as hereinafter defined, in the Condominium.

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E. Declarant intends to provide for harmonious, beneficial, and proper use of the Condominium Parcel and each Unit in the Condominium with mutually beneficial rights and obligations for each Unit Owner, as hereinafter defined.

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

NOW, **THEREFORE**, Declarant, as the owner in fee simple of the Condominium Parcel, for the purposes hereinafter set forth, declares and states as follows.

ARTICLE I DEFINITIONS

1.00. **Act.** The Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

1.01. **Assessment.** A share of the Common Expenses, as hereinafter defined, and other charges from time to time assessed against a Unit and the respective Unit Owner by Cottage Row Condominium II Owners Association, Inc., as hereinafter defined, in accordance with the terms of this Declaration.

1.02. **Association.** Cottage Row Condominium Owners Association, Inc. ("Association"), a Wisconsin nonprofit corporation created under Chapter 181 of the Wisconsin Statutes and formed pursuant to this Declaration.

1.03. **Board of Directors.** "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

1.04. **Building.** Any Unit Owner Improvement, as hereinafter defined, having a roof supported by columns or walls used or intended for the shelter or protection of persons or property of any kind.

1.05. **Common Elements.** All of the Condominium except the Units, as hereinafter defined. Common Elements include, but are not limited to, the land (the "Condominium Parcel" legally described and depicted on the Condominium Plat as hereinafter defined) and the roadway shown on the Condominium Plat, and the components of the sanitary sewer system which serve more than one (1) Unit.

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1.06. Common Expenses.

- (a) All sums assessed against a Unit, as hereinafter defined, and the respective Unit Owner, as hereinafter defined, by the Association, as hereinafter defined.
- (b) All expenses declared to be Common Expenses by the Act or by this Declaration.

1.07. Condominium Parcel. The Condominium Parcel designated and legally described on the attached Exhibit A, together with all rights, obligations, and easements appurtenant thereto which are by this Declaration made subject to the Declaration and the provisions of the Act.

1.08. Declarant. Cottage Row Properties LLC, a Wisconsin limited liability company, any successor in title to Declarant's interest in the Condominium Parcel, and any other assignee or successor of the Declarant who 1) as an assignee of the Declarant, accepts the assignment therein made by the Declarant of those rights and powers of the Declarant contained in this Declaration, and 2) assumes and agrees to be bound by and perform those obligations of the Declarant contained in this Declaration with respect to all or such of those Units within the Condominium as may be legally described in any such interest of assignment, acceptance, and assumption.

1.09. Declaration. This instrument by which the Condominium Parcel is subjected to the provisions of the Act, and all amendments and supplements hereof recorded in the Office of the Register of Deeds for Door County, Wisconsin.

1.10. Fractional Interest(s). The appurtenant, undivided interest of Unit ownership, as herein defined, in the Common Elements, expressed as a fraction. There shall be three (3) Units in the Condominium, and therefore, for purposes of this Declaration, the fractional interest of each Unit Owner shall be equal and shall be a one-third (1/3) interest.

1.11. Limited Common Element. Those Common Elements designated in this Declaration as reserved for the exclusive use of one or more but less than all of the Unit Owners, as herein defined, in the Condominium.

1.12. Occupant. A person, as herein defined, in lawful possession of a Unit, as herein defined, other than the Unit Owner, as herein defined, of such Unit.

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

1.14. **Plat.** The Condominium Plat attached hereto as Exhibit A and made a part hereof reflecting the Condominium Parcel, the Units, the Single-Family Residence Grounds for each Unit, and the Common Elements of the Condominium.

1.15. **Single-Family Residence.** A building designed to be used by one (1) family exclusively as an independent dwelling and for purposes accessory thereto.

1.16. **Single-Family Residence Grounds.** That portion of the Condominium Parcel within a Unit, including the surface and subsurface thereof, within the Condominium Parcel upon which a Single-Family Residence and one (1) other building appurtenant thereto may be constructed, the exclusive use of which is restricted to the Unit and Unit Owner of that Unit upon and under such land. The exterior limits of the Single-Family Residence Grounds for each Unit are shown on the Plat.

1.17. **Unit.** A part of the Condominium Parcel as shown on the Plat being a cubicle of air having vertical sides formed by the planes extending upward from the present land surface exterior limits of the Unit shown on the Plat, having a lower side formed by the present land surface exterior limits of the Unit, and having an upper side a distance of thirty-five feet (35') above and parallel to the present land surface of the Unit. The Unit Owner, as herein defined, of each Unit shall have an exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove, and replace surface and subsurface improvements within the Unit as shown on the Plat, including, but not limited to, an access drive, walkways, and a water well only upon and within the Unit for the use and enjoyment of such Unit, in accordance with this Declaration. Buildings as defined herein, and building foundations for said Buildings may only be erected, constructed, placed or permitted within the Single-Family Residence Grounds of each Unit, subject to the restrictions set forth herein. A Unit shall include the fractional interest in the Common Elements as herein defined.

1.18. **Unit Number.** The number designating a specific Unit made up of the Condominium number assigned to the respective Unit, as shown on the Plat.

1.19. **Unit Owner.** The record owner of a Unit and the fractional interest in the Common Elements associated with said Unit. If there is more than one (1) record owner, the record owners shall be deemed to be collectively referred to as the "Unit Owner".

1.20. **Unit Owner Improvements.** Any building, any structure, and any other surface or subsurface improvement, including, but not limited to, the access driveway, walkways, building foundation and basement located within a Unit or located in the respective Single-Family Residence Grounds.

1.21. **Voting Member.** The only person with respect to each Unit ownership entitled to vote at any meeting of the Unit Owners.

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ARTICLE II
LEGAL DESCRIPTION

2.01 **Legal Description.** The legal description of each Unit shall consist of the Unit number of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its Unit number as shown on the Plat, and every such description shall be good and sufficient for all purposes, as provided in the Act.

All dwellings constructed in this Condominium shall be Single-Family Residences constructed on Single-Family Residence Grounds.

Declarant grants each Unit Owner the exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove and replace Unit Owner improvements in, upon and within the Single-Family Residence Grounds of, and located under, each respective Unit.

ARTICLE III
SUBJECTING THE CONDOMINIUM PARCEL TO THE ACT

3.01 **Subjecting the Condominium Parcel to the Act.** Declarant hereby subjects the Condominium Parcel described in the Condominium Plat to the provisions of the Act.

ARTICLE IV
COMMON ELEMENTS

4.01 **Ownership of Common Elements and Unit Owner Improvements.** Each Unit Owner shall own an undivided interest in all Common Elements as a tenant-in-common with all other Unit Owners in the Condominium. Except for the Units, each Unit Owner shall have the right, appurtenant to their respective Unit, to use the Common Elements for all purposes necessary for the use and occupancy of such Unit as permitted by this Declaration. The interest of each Unit Owner in the Common Elements appurtenant to each respective Unit shall be equal to the Unit Owner's Percentage Interest.

4.02 **No Partition of Common Elements.** There shall be no partition of the Common Elements unless this Declaration is terminated by all the Unit Owners and the Condominium Parcel is removed from the provisions of the Act.

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ARTICLE V
GENERAL PROVISIONS FOR UNITS AND COMMON ELEMENTS

5.01 No Severance of Unit Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting any Unit without including therein both the interest in such Unit and the corresponding Percentage Interest. Any such deed, mortgage, lease or other instrument purporting to include the one without including the other shall be deemed and taken to include the interest so omitted.

5.02 Use of the Common Elements. Subject to the exclusive rights of each Unit Owner to the use and enjoyment of the respective Single-Family Residence Grounds and his/her Unit as provided in this Declaration, each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Association Bylaws, and the Rules and Regulations adopted under the Association Bylaws.

5.03 Maintenance of Common Elements. Except for Single-Family Residence Grounds and Unit Owner improvements which shall be the responsibility of each Unit Owner, the management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association. Each Unit Owner shall pay, as an assessment, a share of the common expenses for maintenance, repair, replacement, administration and operation of the Common Elements in the same proportion as the Unit Owner's Percentage Interest. Payment thereof shall be in such amount and at such times as may be established in this Declaration. If a Unit Owner fails to pay such assessment when due, the amount thereof shall constitute a lien on the respective Unit, as herein provided.

5.04 Easements.

(a) **Easements for Owners of Units Located on Single-Family Residence Grounds.** Declarant grants to the Unit Owner of each Unit an exclusive and perpetual right and easement appurtenant to such Unit or Units to construct, use, maintain, remove and replace surface and sub-surface improvements, including, but not limited to, buildings, access driveways, walkways, building foundations and basements, upon and in the respective Single-Family Residence Grounds only for the use and enjoyment of such Unit in accordance with this Declaration.

(b) **Declarant's Reservation and Right to Grant Easements for Utilities and Right to Connect to Utilities.** Declarant hereby reserves for itself and for the Association the right to grant to public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all underground wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television and for other purposes such as sewer lines, storm water drains, gas mains, water

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pipes and mains and similar services, and for performing any public or quasi-public utility function that the Declarant or 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, to the extent 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.

Declarant further reserves for itself and its successors and assigns the right to connect with any of the above-described utility lines, underground pipes, or other conduits, together with access to the Condominium Parcel for such connection(s). Any and all such connections shall be underground only.

(c) **Easement for Construction, Access, and Maintenance.** Declarant further reserves for itself and its successors and assigns a right of access over, across and through the Condominium Parcel including over and across the roadway described and depicted on the Condominium Plat for the purpose of transporting construction materials, for making underground utility connections and any other reasonable use related to the construction of buildings, Units, improvements, and amenities in the Condominium.

(d) **Easements to Run With the Land.** All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant and any Unit Owner, purchaser, mortgagee, and other person having any interest in the Condominium Parcel or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium Parcel to the rights and easements contained in this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as fully as though such rights and easements were set forth in their entirety in such instrument.

5.05 Single-Family Residence Grounds. The Single-Family Residence Grounds located within each Unit shown on the Condominium Plat shall be a Limited Common Element appurtenant to said Unit and not a part of said Unit. The Unit Owner of each Unit shall be entitled to the perpetual and exclusive use and possession of such respective Single-Family Residence Grounds, subject to the terms, conditions, and restrictions contained in this Declaration and the Association Bylaws.

Until such time as a Unit Owner constructs a Residence on a Single-Family Residence Grounds located with a Unit, the Unit Owner shall furnish all maintenance of said Single-Family Residence Grounds and the Unit within which it is located. In the event that a Single-Family Residence Grounds is improved by a Unit Owner by placement of a Single-Family Residence thereon, but the Owner of said Single-Family Residence Grounds fails to maintain the same, then the Association shall have the right to maintain the Single Family Residence Grounds and the Unit in which it is located in a good and sightly condition, including grounds care and removal of

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snow and natural debris, and the Association shall have the right to assess the Unit Owner who fails to maintain said Single-Family Residence Grounds and Unit for the cost thereof.

5.06 Separate Mortgages of Units. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium Parcel or any part thereof, except only that each Unit Owner shall have the right to mortgage or encumber the Unit owned by such Unit Owner, and the Percentage Interest applicable thereto.

5.07 Separate Real Estate Taxes. Each Unit shall be taxed separately to each respective Unit Owner, as provided in the Act. In the event that, for any year, such taxes are not taxed separately to each Unit Owner but are taxed on the Condominium Parcel in its entirety, then each Unit Owner shall pay that portion of such taxes equal to its Percentage Interest multiplied by the real estate tax bill for the Condominium Parcel in its entirety.

5.08 Utilities. Each Unit Owner shall be responsible for payment of the cost of telephone, electric, gas, water, sanitary sewer, and all other services and utilities used within or furnished to the Unit. All utilities installed by a Unit Owner such as telephone, cable television, electricity, gas, sewer, water, and any other utility service lines, wires, laterals or pipes serving a Unit shall be installed underground. Municipal water service is not available to serve the Units and each Unit shall therefore require a well to provide potable water thereto. The installation, maintenance, repair, and replacement of the well shall be the responsibility of each Unit Owner.

5.09 Insurance: Unit Owners. Each Unit Owner shall be responsible for obtaining (i) fire, casualty and extended coverage insurance, at full insurable replacement cost on the Unit Owner's improvements for such Unit and on all personal property within the Unit, and (ii) personal liability insurance for all conditions and events occurring within the Unit. Each Unit Owner hereby waives and releases any and all claims which may arise against any other Unit Owner, the Board of Directors, its officers, the Declarant and their respective employees and agents for damage to the Common Elements, the Units, the Unit Owner improvements or any personal property located in the Common Elements or Units caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

5.10 Maintenance, Repair, and Replacement of Unit Owner Improvements - Single-Family Residence Grounds. Each Unit Owner of a Single-Family Residence located on a Single-Family Residence Grounds shall be responsible for all maintenance, repair, and replacement of the Unit Owner improvements located thereon.

5.11 Maintenance of Landscaping - Single-Family Residence Grounds. Each Unit Owner of a Single-Family Residence located on a Single-Family Residence Grounds shall be responsible for the cost of maintaining the landscaping on the Single-Family Residence Grounds.

5.12 Negligence of Unit Owner. If, due to the willful or negligent act or omission of a Unit Owner, a guest, a member of the family or a household pet of such Unit Owner, or of an

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occupant of such Unit, any damage shall be caused to the Common Elements or to a Unit or Unit Owner improvements owned by others, then such Unit Owner shall pay for such damage, including repair and replacement, as may be determined by the Board of Directors.

ARTICLE VI
RULES AND REGULATIONS

6.01 The Units, Single-Family Residence Grounds, Common Elements, and Limited Common Elements shall be occupied and used in accordance with and subject to the following Condominium Association Rules and Regulations, which may be amended from time to time as provided in the Bylaws and shall also be subject to the following restrictions:

- (a) **Use.** No part of the Condominium Parcel shall be occupied or used for other than residential purposes and for the purposes accessory to such residential purposes.
- (b) **Improvements.** A Unit Owner may place on the Single-Family Residence Grounds of a Unit only those Unit Owner improvements which have been approved by the Architectural Review Committee and as provided in Article VII herein.
- (c) **Alterations of Common Elements.** Nothing shall be altered or constructed in or upon, or removed from, the Common Elements, excluding the Single-Family Residence Grounds, except upon the written permission of the Board of Directors.

ARTICLE VII
ARCHITECTURAL STANDARDS
AND USE RESTRICTIONS

7.01 **Purpose.** In order to preserve the natural setting and beauty of the Condominium Parcel, to establish and preserve a harmonious and aesthetically pleasing design for the Condominium Parcel, and to protect and promote the value of the Condominium Parcel, the Single-Family Residence Grounds, the Single-Family Residences located thereon, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article VII. Every grantee of any interest in the Condominium Parcel, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the revisions of this Article VII.

7.02 **Architectural Review Committee.** The Declarant, and thereafter the Board of Directors, shall establish and maintain the Architectural Review Committee ("ARC") which shall consist of the three (3) members of the Board of Directors of Cottage Row Condominium Association, Inc.

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Prior to the Declarant's right to appoint and remove officers and directors, the members of the Board of Directors, and hence the members of the ARC, need not be Unit Owners. The ARC shall elect a chairman and shall meet at least once each year. All meetings shall be held at such place as may be designated by the chairman.

Members may participate in any regular or special meeting or conduct the meeting by any means of communication allowed under Wis. Stats. Section 181.24(3)(a) and (b), and according to the requirements therein stated. Three (3) members shall constitute a quorum for the transaction of business, and a majority vote of those present in person, by proxy, or taking part electronically, shall constitute the action of the ARC on any matter before it.

The ARC may retain the services of a consulting architect, landscape architect, engineer, inspector, and/or an attorney to advise and assist the ARC in performing its functions set forth herein.

The ARC shall not be liable to the Unit Owners for any mistake of judgment, failure to adhere to the provisions of the Declaration, Bylaws, or the Architectural Standards, negligence, or otherwise, except for their own individual misconduct or bad faith.

The directors' errors and omissions policy which protects the Board of Directors shall also protect them while serving in their role as the ARC.

7.03 Permitted Improvements and Standards.

(a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except for (i) Dwellings and other improvements which are constructed by Declarant, (ii) such improvements as are approved by the ARC in accordance with this Article, or (iii) improvements which, pursuant to this Article, do not require the consent of the ARC.

In the event that the Architectural Standards are changed or amended following the purchase of a Unit by a Unit Owner, but prior to the time that said Unit Owner commences the construction of improvements on said Unit, the Architectural Standards in effect at the time of commencement of construction of the improvements shall govern said construction, rather than those Architectural Standards which were in effect at the time of purchase.

(b) The Board of Directors is hereby authorized to promulgate from time to time written Architectural Standards, policies, and guidelines ("Standards") governing the construction, location, landscaping, and design of improvements, the contents of submission of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 7.05, 7.06, and 7.08 hereof. The Standards may be modified, amended and restated from time to time in the sole discretion of the ARC. Any such Standards

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published by the ARC shall be binding and enforceable on all Owners with respect to all improvements on the Condominium Parcel requiring the approval of the ARC.

7.04 Construction of Improvements.

(a) No construction of improvements on any Single-Family Residence Grounds or Single-Family Residences shall be undertaken or conducted on Sundays, except for (i) emergency situations involving the potential loss, injury, or damage to persons or property, and (ii) as otherwise permitted by the ARC on a case-by-case basis.

(b) A Single-Family Residence may not be temporarily or permanently occupied until the exterior thereof and the landscaping have been completed. No temporary house, shack, tent, barn, or other outbuilding shall be permitted anywhere on the Condominium Parcel at any time, except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board. No stable, poultry house or yard, rabbit hutch or other similar yard structure shall be constructed anywhere on the Condominium Parcel. An existing former chicken coop (also known as a poultry house) may remain on Unit 1, provided that it is maintained in good condition and repair.

(c) Construction of all Single-Family Residences shall be completed within two (2) years of the date of commencement date of construction. During the continuance of construction by a Unit Owner, such Unit Owner shall require its contractors to maintain the Single-Family Residence Grounds and the Single-Family Residence under construction thereon, in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers screened from adjoining Units. Upon completion of construction, such Unit Owner shall cause its contractors to immediately remove all equipment, tools, and construction materials and debris from the Single-Family Residence Grounds on which such construction has been completed.

7.05 Architectural Approval. To preserve the architectural and aesthetic appearance of the Condominium Parcel, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Unit Owner, other than the Declarant, with respect to the construction of, or affecting the exterior appearance of, any Single-Family Residence with respect to any other portion of the Condominium Parcel, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, playhouses, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to, or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless the following procedures shall have been complied with.

Two (2) copies of the plans and specifications and related data [including, if required by the ARC, a survey showing the location of trees of six (6) inches or more in diameter at a height of four (4) feet and other significant vegetation on such Single-Family Residence Grounds]

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showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ARC as to the compliance of such plans and specifications with such Standards as may be published by the ARC from time to time including the harmony of external design, location of improvements, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Unit Owner marked "approved" or "approved as noted." If disapproved by the ARC, the plans, specifications and related data shall be resubmitted to the ARC using the Committee's recommendations and suggestions as a guide to seek the ARC's final approval. The ARC may establish a fee to cover the actual expenses incurred, if any, of reviewing the plans and related data and to compensate any consultants retained in accordance with the terms hereof.

Notwithstanding the foregoing, a Unit Owner may make interior improvements and alterations within his/her Single-Family Residence that do not affect the exterior appearance without the necessity of review or approval by the ARC.

Following approval of any plans and specifications by the ARC, the ARC, its agents and representatives shall have the right, during reasonable hours, to enter upon and inspect any Single-Family Residence Grounds, Single-Family Residence, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

In the event the ARC fails to approve or disapprove in writing any proposed plans and specifications within sixty (60) days after such plans and specifications have been submitted and received by the ARC, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Condominium Parcel as set forth in this Declaration.

Upon approval of plans and specifications, no further approval under this Article VII shall be required with respect thereto, unless such construction has not substantially commenced within twelve (12) months of the date of written approval of such plans and specifications (e.g., clearing and grading, pouring of footings, and the like) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the ARC upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

7.06 Landscaping Approval. To preserve the aesthetic appearance of the Condominium Parcel, no landscaping, grading, excavation, or filling of any nature whatsoever

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shall be implemented and installed by any Unit Owner, other than the Declarant, unless and until the plans therefor have been submitted to and approved in writing by the ARC. The provisions of Section 7.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc., shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling.

Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the ARC shall promulgate Standards with respect to such ratios. Furthermore, no hedge or shrubbery planting or tree which obstructs sight-lines of streets and roadways within the Condominium Parcel shall be placed or permitted to remain on any Single-Family Residence Grounds where such hedge, shrubbery, or tree interferes with the traffic sight-lines, including the sight-lines at the intersection of a driveway and a road or street in the Condominium Parcel.

Unless located within ten (10) feet of a building or a recreational or parking facility, no Unit Owner shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point four (4) or more feet above ground level, without obtaining the prior approval of the ARC, except as set forth in the preceding sentence, and provided further that dead or diseased trees which are inspected and certified as dead or diseased by the ARC or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Single-Family Residence Grounds by the Unit Owner thereof.

7.07 Approval Not a Guarantee. Approval of plans and specifications by the ARC shall in no event be construed as representing or guaranteeing to any Unit Owner that any Single-Family Residence or other improvements built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant, the Association nor the ARC shall be responsible or liable for i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article VII, ii) any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, iii) any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances, laws or regulations, or iv) any defects in construction undertaken pursuant to such plans and specifications.

7.08 Building Restrictions. All Single-Family Residences and other structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions.

In addition, the ARC is authorized to promulgate from time to time as part of the Standards described in Section 7.03(b) hereof, additional restrictions applicable to the Condominium Parcel, including, without limitation, restrictions relating to height of improvements above grade, roof pitch, and minimum square footage of living space in each Single-Family Residence.

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No exterior portion of any building, structure, or other improvement (excepting sidewalks and driveways) located on or with respect to any Single Family Residence Grounds shall be located other than as permitted by the applicable setback line restrictions set forth in the Standards; provided that the ARC shall be empowered to grant variances with respect to such set-back line restrictions, in its sole and absolute discretion.

To assure that Single-Family Residences and other structures will be located so that the maximum view and privacy will be available to each Single-Family Residence, all Single-Family Residences and structures will be located with regard to the topography of each Single-Family Residence Grounds and Common Element areas taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Single Family Residences or structures within the Condominium Parcel.

7.09 Service Yards. Each Unit Owner of a Single-Family Residence shall provide a visually-screened area to serve as a service yard in which garbage receptacles, wood piles, gas and electric meters, and vehicles, materials, supplies, and equipment which are stored outside by Unit Owners must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least four (4) feet high and consist of either fencing or landscaping and planting which is approved by the ARC in accordance with the terms of this Article VII.

7.10 Use of Single-Family Residence Grounds and Single-Family Residences. Each Single-Family Residence Grounds and Single-Family Residence located thereon shall be used for residential purposes only. No trade or business of any kind may be carried on thereon or therein. Not more than one (1) Single-Family Residence shall be located on any Single-Family Residence Grounds.

The use of a portion of a Single-Family Residence by a Unit Owner for business meetings, entertainment, or the enjoyment or business of the Owner's employees, clients, or customers shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. Lease or rental of a Single-Family Residence for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire Single-Family Residence, and (ii) is for a term of at least one (1) year, and (iii) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Board of Directors.

All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Unit Owner shall provide the Secretary of the Association with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the rules and regulations adopted hereunder, and the Bylaws of the Association.

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7.11 Exterior Appearance. No chainlink fences shall be permitted within the Condominium Parcel, except with regard to maintenance areas within the Common Areas and tennis courts approved by the ARC. Further, no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purposes, nor shall any window-mounted heating or air-conditioning units be permitted.

Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge or wall. When not in use, all garage doors shall be kept closed. No garage door shall face the street on which the Single-Family Residence fronts unless otherwise approved by the ARC. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.

7.12 Signs. No signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any improvements located within the Condominium Parcel without the express written permission of the ARC. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such considerations as may be from time to time determined by the ARC and such approval may be arbitrarily withheld. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area.

7.13 Antennas. No television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Condominium Parcel if visible from the residence on another Single-Family Residence Grounds and larger than 18 inches in diameter, unless contained entirely within the interior of a building or other structure. Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, or other similar systems within the Condominium Parcel, and should cable television services be unavailable and adequate television reception not be otherwise available, then a Unit Owner may make written application to the ARC for permission to install a satellite dish receiver.

7.14 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Unit Owner upon any portion of the Condominium Parcel, provided that generally recognized house pets (such as dogs and cats) may be kept in each of the Units only, subject to rules and regulations adopted by the Board of Directors and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. Upon the written request of any Unit Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section, a particular pet is a generally recognized house pet or whether such pet is a nuisance. The Board of Directors shall have the right to require the owner of a particular pet to remove such pet from the Condominium Parcel if it is found by the Board of Directors to be a nuisance or to be in chronic violation of the restrictions set forth in this paragraph.

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No structure for the care, housing, or confinement of any pet shall be constructed or maintained on a Single-Family Residence Grounds or Unit. Pets shall be under leash at all times when walked or exercised in any portion of the Condominium Parcel, and no pet excrement shall be left on any portion of the Condominium Parcel but shall be promptly removed therefrom by the owner of such pet.

7.15 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Condominium Parcel, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Condominium Parcel so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Condominium Parcel. Noxious or offensive activities shall not be carried on anywhere on the Condominium Parcel.

7.16 Motor Vehicles, Trailers, Boats, Etc. Each Unit Owner shall provide for parking of at least two (2) automobiles in a garage, equipped with garage doors, prior to the occupancy of the Single-Family Residence owned or maintained by such Unit Owner. All Automobiles owned or used by Unit Owners or occupants, other than temporary guests and visitors, shall be parked in garages to the extent that garage space is available. Garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein.

The Board shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking anywhere within the Condominium Parcel of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices.

Furthermore, although not expressly prohibited hereby, the Board may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them from being kept, placed, stored, maintained, or operated upon any portion of the Condominium Parcel if, in the opinion of the Board, such prohibition shall be in the best interests of the Condominium Parcel.

No Unit Owner(s) or other occupant(s) of any Unit shall repair or restore any vehicle of any kind upon or within the Condominium Parcel except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper off-site repair facility.

7.17 Multiple Ownership. No Single-Family Residence Grounds or Single-Family Residence may be sold or owned under any time-sharing, time-interval ownership, or similar right-to-use programs. No Airbnb rentals or similar rental arrangements shall be allowed.

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7.18 Traffic Regulations. All vehicular traffic on the private streets and roads in the Condominium Parcel shall be subject to the provisions of the laws of the State of Wisconsin and Door County concerning operation of motor vehicles on public streets and roads. The Board is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits, including modifications of those in force on public streets, within the Condominium Parcel. Only drivers licensed to operate motor vehicles by the State of Wisconsin or by any other state in the United States may operate any type of motor vehicle within the Condominium Parcel. All vehicles of any kind or nature which are operated on the streets in the Condominium Parcel shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Condominium Parcel.

**ARTICLE VIII
SALE OR OTHER ALIENATION**

8.01 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Board or the managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. The Board shall have the right to charge a reasonable fee for such statements.

**ARTICLE IX
REMEDIES FOR BREACH OF
COVENANTS, RESTRICTIONS AND REGULATIONS**

9.01 Abatement and Enjoyment. The violation or breach of any covenant, condition or restriction contained in this Declaration, or the violation of any Bylaw or any of the Rules and Regulations or any provision of the Act, shall give the Board the following rights:

- (a) To enter upon any part of the Condominium Parcel upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Declarant or the Board or its agents, shall not thereby be deemed guilty in any manner of trespass; and

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- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

The foregoing provisions shall also apply to the breach of any restriction of record and shall empower the holder of the enforceable interest under said restriction to act in the manner hereinbefore provided.

ARTICLE X
AMENDMENTS TO DECLARATION

10.01 Amendments. Generally, the provisions of Article III, Article IV, and this Article X of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the Board, by all Unit Owners, and by all mortgagees of any such Units having bona fide mortgage liens of record against any such Unit(s).

Other provisions of this Declaration may be changed, modified or rescinded by an instrument setting forth such change, modification or rescission signed and acknowledged by the Board of Directors of the Association and by at least two-thirds (2/3) of the Unit Owners, provided that the consent of a Unit Owner is not effective unless such consent is approved by the mortgagee of record with respect to such. Such change, modification or rescission shall be effective upon recording of such instrument in the Office of the Register of Deeds for Door County, Wisconsin; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

ARTICLE XI
GENERAL PROVISIONS

11.01 Notice to Mortgage Lenders. Upon written request to the Board of Directors, the holder of any duly recorded mortgage, land contract or trust deed which is a lien upon any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage, land contract or trust deed. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

11.02 Services of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

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11.03 Covenants to Run With Land. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under a land contract, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

11.04 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any lapse of time.

11.05 Waiver of Damages. The Declarant shall not be liable for any claim whatsoever arising out of, or by reason of, any actions performed pursuant to any authority reserved, granted or delegated to Declarant by, or pursuant to, this Declaration or in any other capacity in which Declarant may act, whether or not such claim (a) shall be asserted by any Unit Owner, Occupant, the Board of Directors, or by any person claiming through any of them; or (b) shall be asserted on account of any alleged injury to person or damage to or loss of property wherever located and however caused.

The foregoing enumeration includes, but is not limited to, all claims for, or arising by reason of, the Condominium Parcel or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any act or neglect of Declarant or of any Unit Owner, Occupant, the Board of Directors, the managing agent or their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Condominium Parcel, or by reason of the failure to function, or disrepair of, any utility services.

11.06 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.

11.07 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then any such provision shall continue only until twenty (20) years after the death of the last survivor of the now-living lawful descendants of the President of the United States of America holding office on the date of this Declaration.

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11.08 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential condominium.

11.09 Indemnity. The members of the Board of Directors and the officers of the Association, as well as the members of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers.

The Unit Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Condominium Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Condominium Association. The liability of any Unit Owner arising out of any contract made by such members of the Board of Directors and officers or arising out of the aforesaid indemnity shall be limited to the Percentage Interest of such Unit Owner. Each agreement made by such members of the Board of Directors or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members of the Board of Directors or officers or by the managing agent, as the case may be, as agents for the Unit Owners or for the Board of Directors or the Association.

11.10 Service of Process. All legal notices and service of process which may be made upon the Association shall be served upon:

PLF Registered Agents LLC
454 Kentucky Street
Sturgeon Bay, WI 54235

11.11 Resident Agent. The name and address of the resident agent under Wis. Stats. Section 703.23 is:

PLF Registered Agents LLC
454 Kentucky Street
PO Box 89
Sturgeon Bay, WI 54235.

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The Resident Agent may be changed by the Association in any manner permitted by law.

11.12 Addresses of Condominium. The addresses of the Condominium are as follows:

9091 Cottage Row
9095 Cottage Row
9099 Cottage Row
Fish Creek, WI 54212.

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Dated this 25th day of FEBRUARY, 2020.

Cottage Row Properties LLC

SKane

By: Steven Kane, Member

Jacqueline P. Kane

By: Jacqueline Kane, Member

AUTHENTICATION

Signature of Steven Kane authenticated this 28th day of February, 2020.

James R. Smith
James R. Smith
Member, State Bar of Wisconsin

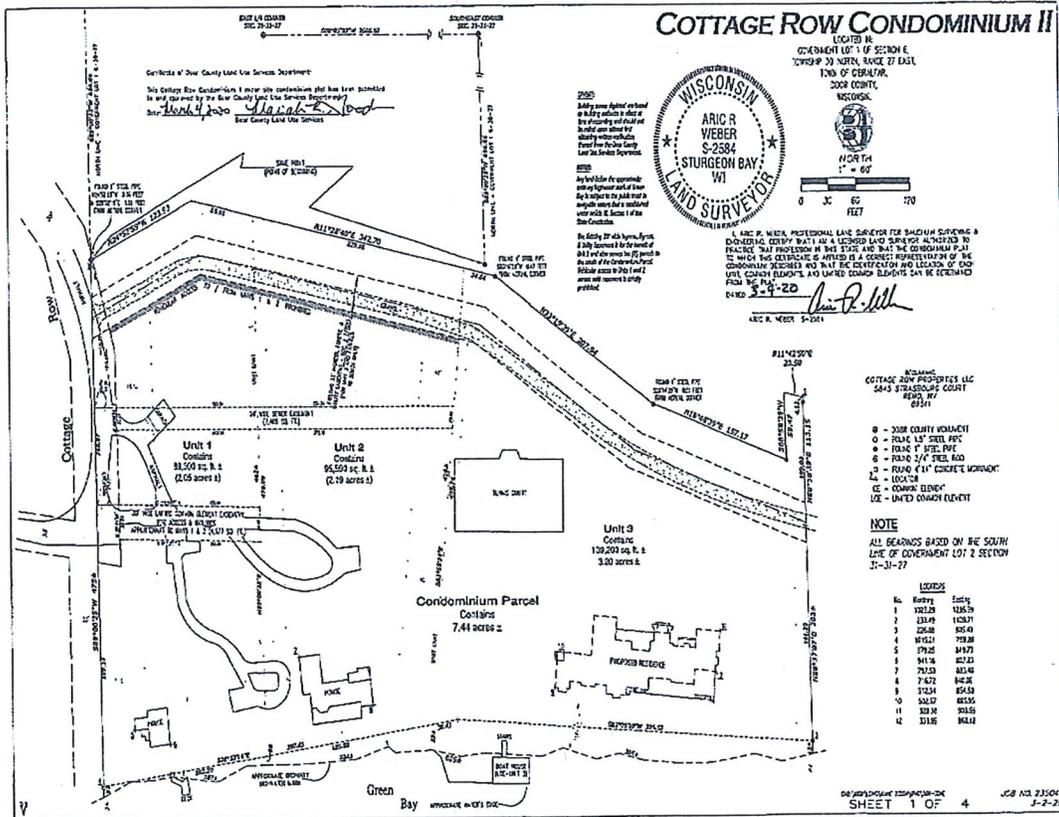
This document drafted by:
Attorney James R. Smith
Pinkert Law Firm LLP
454 Kentucky St., P.O. Box 89
Sturgeon Bay, WI 54235-0089

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COTTAGE ROW CONDOMINIUM II

SECTION 8
TOWNSHIP 30 NORTH, RANGE 27 EAST,
DOOR COUNTY,
WISCONSIN

Description - Condominium Parcel:

A parcel of land located in Government Lot 1 of Section 8, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 654.86 feet along the north line of said Government Lot 1 to the point of beginning of lands to be described; thence continuing S89°00'25"W - 455.26 feet to a found 3/4" steel rod, said rod being N89°00'25"E - 9 feet from the approximate ordinary highwater mark of Green Bay; thence along a meander line as follows: S00°23'19"E - 377.69 feet; thence S03°02'19"W - 565.53 feet to a found 1" steel pipe, said pipe being N88°37'07"E - 12 feet from said approximate ordinary highwater mark of Green Bay; thence N88°37'07"E - 191.20 feet; thence N58°58'38"E - 113.15 feet; thence N11°42'50"E - 23.50 feet; thence S88°55'33"W - 59.47 feet; thence N18°48'38"E - 157.17 feet; thence N30°18'38"E - 207.34 feet; thence N11°28'40"E - 342.70 feet; thence N24°52'59"W - 123.53 feet to the point of beginning.

Said parcel contains 7.44 acres and includes all lands lying between aforementioned meander line and the approximate ordinary high water mark of Green Bay. Said parcel is subject to and benefited by an existing easement for ingress, egress, and utilities accorded at Deedsent No. 777361.

Said parcel is subject to and benefited by the following described 20' wide sewer easement:

A 20' wide easement for the installation and maintenance of sanitary sewer located in Government Lot 1 of Section 8, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 726.13 feet along the north line of said Government Lot 1; thence South - 24.51 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence continue South - 374.74 feet; thence N83°55'24"W - 20.00 feet; thence North - 572.15 feet to the aforementioned southerly right of way line of Cottage Row; thence N28°41'59"E - 20.01 feet along said right of way line to the point of beginning.

Said easement contains 7,489 square feet.

Said parcel is also subject to and benefited by the following described 30' wide limited common element access and utility easement:

A 30' wide limited common element access and utility easement appurtenant to Units 1 & 2 located in Government Lot 1 of Section 8, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 871.73 feet along the north line of said Government Lot 1; thence S00°59'38"E - 24.77 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence S01°03'07"W - 155.94 feet; thence N89°00'25"W - 30.03 feet; thence N01°03'07"E - 155.66 feet to the aforementioned southerly right of way line of Cottage Row; thence N28°41'59"E - 30.03 feet along said right of way line to the point of beginning.

Said easement (Limited Common Element) contains 4,577 square feet.



DOOR COUNTY LAND USE SERVICES DEPT
SHEET 2 OF 4
JOB NO. 22524
3-2-20

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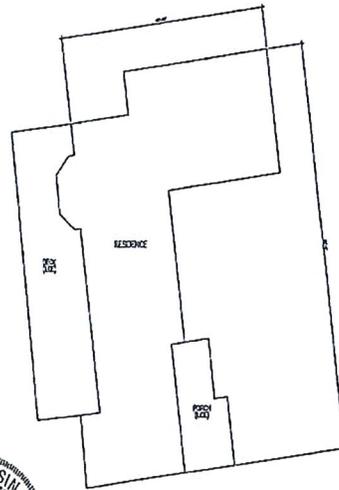
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

COTTAGE ROW CONDOMINIUM II

LOCATED IN:
CONDOMINIUM LOT 1 OF SECTION 6,
RANGE 30 NORTH, RANGE 27 EAST,
TOWN OF OSWEGO,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 1 MAIN FLOOR PLAN
2,800 SQ. FT. ±
N/C SCALE



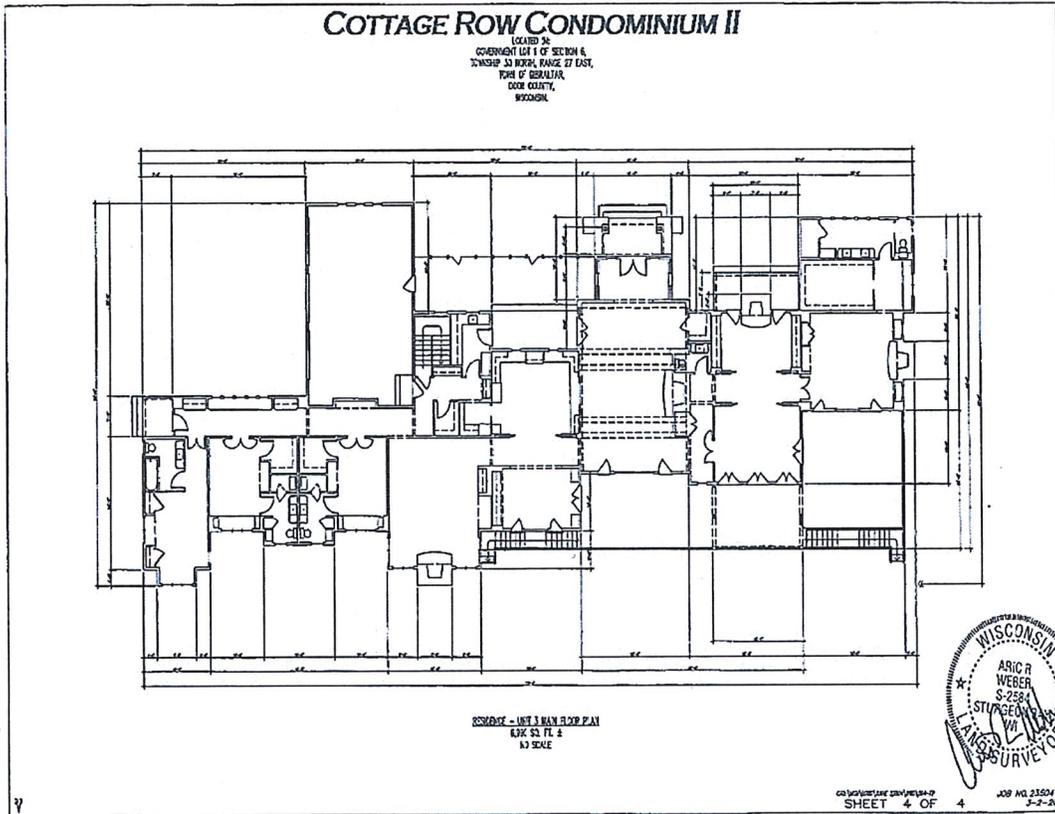
RESIDENCE - UNIT 2 MAIN FLOOR PLAN
2,800 SQ. FT. ±
N/C SCALE



RECEIVED

APR 30 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT



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APR 30 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

DOOR COUNTY LAND USE SERVICES
421 Nebraska Street - Door County Government Center
Sturgeon Bay, Wisconsin 54235
Phone: (920) 746-2323 - FAX: (920) 746-2387

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MAR 09 2020

APPLICATION FOR ZONING PERMIT(S) LAND USE SERVICES DEPARTMENT

TO THE ZONING ADMINISTRATOR: The undersigned hereby makes application for ZONING PERMIT (S) for the work described and located as shown herein. The undersigned agrees that all work shall be done in accordance with the requirements of the applicable Door County Zoning Ordinance(s).

1. OWNER NAME AND MAILING ADDRESS

Name LOTTAGE ROW PROPERTIES LLC
No. 7823 Street WHITECLIFF ROAD
City EGG HARBOR State WI Zip 54209
Phone # 650 - 464 - 1000 (S)
Cell Phone # 650 - 464 - 1001 (J)
Email: SEK17@CORNELL.EDU

2. BUILDING SITE LOCATION

Fire # 9099 Road LOTTAGE ROW ROAD
Town of LIBRALTAR

3. BUILDER NAME AND MAILING ADDRESS

Name LARSON ERIKSON BUILDERS, INC.
No. P.O. Box Street 75
City SISTER BAY State WI Zip 54234
Phone # 920 - 854 - 2162
Cell Phone # / - / - /
Email: bzackebuilders@gmail.com

4. SURVEYOR/ENGINEER CONTACT INFORMATION (If applicable)

Name BAUDHUIJ, Inc.
No. P.O. Box 105 Street 312 N. 5TH AVE.
City SPICEON BAY State WI Zip 54235
Phone # 920 - 743 - 8211
Cell Phone # / - / - /
Email: dvanbramer@baudhuid.com

5. PROPERTY IDENTIFICATION

Parcel No. 014-68-0003

6. PROPOSED USE OR PROJECT

NEW SINGLE FAMILY RESIDENCE

7. SANITARY PERMIT

Type of System MUNICIPAL SEWER
Sanitary Permit No. _____
Date of Issuance _____
Approximate Date of Installation _____

8. TOTAL NUMBER OF BEDROOMS

Existing 1 + Proposed 4 = Total 4

9. BUILDING PLANS & SITE PLAN - REQUIRED

Must be drawn to scale

(For requirements see forms attached)

FLOODPLAIN ZONING PERMITS ONLY:
Site Plan with Surveyed Elevations

10. FEE SCHEDULE:

Note: The footprints of multiple structures shall be added together to arrive at one total square footage.

Please complete a), b), and/or c) as appropriate.

a) Comprehensive Zoning and/or Shoreland Zoning (waterfront lot)

Footprint of structure/use - please check.		
≤ 120 sq. ft.	\$100.00	_____
121 - 999 sq. ft.	\$175.00	_____
1,000 - 1,999 sq. ft.	\$250.00	_____
2,000 - 4,999 sq. ft.	\$350.00	_____
5,000 sq. ft. and greater	\$500.00	<u>X</u>
Misc. uses/activities	\$150.00	_____
Land Disturbance	\$250.00	_____
Permit Renewal	\$100.00	_____

b) Shoreland Zoning Only (Non-waterfront lot)

Permit Renewal	\$100.00	_____
----------------	----------	-------

c) Floodplain Zoning

	\$100.00	_____
--	----------	-------

Note: Double fee will be charged for comprehensive & shoreland zoning permit(s) for projects started without permit(s).

Make check payable to the Door County Treasurer in the amount of \$ 500.00.

Receipt # 853 Fee 500.00 Date 3-9-20

11. AUTHORIZATION FOR INSPECTION

I hereby authorize the Zoning Administrator(s) to enter and remain in or on the premises for which this application is made at any reasonable time for all purposes of inspection relative to this petition.

12. SIGNATURE OF APPLICANT OR AGENT

B. O'Beck (AGENT)
Date 03-05-20

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MAR 17 2020

DOOR COUNTY LAND USE SERVICES DEPARTMENT

Comprehensive - yes
 Shoreland - yes
 Floodplain - No

RZA R.B. [⊗] Date: 4-3-20 Issue: for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 3-9-20.

Conditions:

- 1) The building shall be located as shown on the staking plan submitted on 3-9-20.
- 2) The building shall not exceed an average of 35 feet in height above the finished grade elevation, or 37 feet in height above pre-construction grade elevation, whichever is lower.

Shoreland
 Permit

R.B.

Date 4-3-20

Issue: "Same as Above"

Conditions: "Same as above"

MAR 09 2020

DOOR COUNTY LAND USE SERVICES
DOOR COUNTY GOVERNMENT CENTER
421 NEBRASKA STREET
STURGEON BAY, WI 54235
(920) 746-2323

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

Grade Sheet for Regular Zoning Permit Application

Complete and file this form for new Principal Structures only.

Owner of property: STEVE AND JACKIE KAHE

Tax parcel number: 014-01-06302711C

1. Benchmark.

a. Describe benchmark and location.

BENCHMARK Top of EXISTING TENNIS COURT

ELEVATION 602'-0"

b. Elevation of benchmark: ELEVATION 602'-0"

2. Preconstruction Grade.

Elevation of highest natural grade around footprint of new structure: ELEV. 605'-0"

3. Plans.

a. Show benchmark location and elevation on site plan.

b. On side elevation view of building, show preconstruction grade elevation (#2 above) and highest and lowest finished grade elevations.

TOP OF FINISHED FLOOR ELEV. 606'-9"

TOP OF FOUNDATION ELEV. 605'-0"

TOP OF FOOTING ELEV. 595'-0"

TOP OF ROOF ELEV. 631'-0"

HIGHEST EXIST. GRADE
ELEV. 605'-0"

LOWEST EXIST. GRADE
ELEV. 595'-0"

HIGHEST FIN. GRADE
ELEV. 604'-3"

LOWEST FIN. GRADE
ELEV. 597'-6"

4/18/17

DOOR COUNTY REGULAR ZONING PERMIT

PARCEL NO. 014-68-0003

Pursuant to the Door County Zoning Ordinance, Ordinance Number 2-95, this Permit

is issued to PROPERTIES LLC COTTAGE ROW

for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 3/9/20.

Located at 9099 COTTAGE ROW ROAD

in Section 06, T 30 N, R 26 E, Town of GIBRALTAR, Door County.

This Regular Zoning Permit is issued subject to compliance with all provisions of the Door County Zoning Ordinance and subject to the following conditions:

- 1. The building shall be located as shown on the staking plan submitted on 3/9/20.
2. The building shall not exceed an average of 35 feet in height above finished grade elevation, or 37 feet in height above preconstruction grade elevation whichever is lower.

IMPORTANT:

- 1. The structure or land use authorized herein shall not be occupied until a Certificate of Compliance has been issued by the Zoning Administrator. Call the Door County Land Use Services Department for an inspection.
2. A regular zoning permit to establish a use shall expire 12 months from date of issuance if no action has commenced to establish the use. Any change of land use after the expiration of a zoning permit shall be considered a violation of this Ordinance.
3. A regular zoning permit for construction of a structure shall expire 12 months from the date of issuance. Any exterior construction after the expiration of the zoning permit shall be considered a violation of this Ordinance.

APPEAL: Any party aggrieved by the Zoning Administrator's decision to issue this zoning permit may appeal to the Door County Board of Adjustment within 30 days from the date of the issuance of this permit. Appeal forms are available from the Door County Land Use Services Department.

Date of Issuance: 04/03/2020

Signature of Michael D. Branes, Zoning Administrator, Door County Land Use Services Department, 421 Nebraska Street- Government Center, Sturgeon Bay, WI 54235, TEL 920-746-2323, FAX 920-746-2387

- TOWN BUILDING PERMIT REQUIRED - CALL: BRETT GUILLETTE 920-495-3232
- TOWN DRIVEWAY PERMIT REQUIRED-NEW DRIVEWAYS ONLY CALL: TOWN OF GIBRALTAR (920) 868-1714

LR

PLEASE KEEP ON PREMISES DURING CONSTRUCTION

DOOR COUNTY SHORELAND ZONING PERMIT

PARCEL NO. 014-68-0003

Pursuant to the Door County Shoreland Zoning Ordinance, Ordinance Number 2016-12, this Permit

is issued to PROPERTIES LLC COTTAGE ROW

for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 3/9/20.

Located at 9099 COTTAGE ROW ROAD

in Section 06, T 30 N, R 26 E, Town of GIBRALTAR, Door County.

This Shoreland Zoning Permit is issued subject to compliance with all provisions of the Door County Shoreland Zoning Ordinance and subject to the following conditions:

- 1. The building shall be located as shown on the staking plan submitted on 3/9/20.
2. The building shall not exceed an average of 35 feet in height above finished grade elevation, or 37 feet in height above preconstruction grade elevation whichever is lower.

IMPORTANT:

- 1. The structure or land use authorized herein shall not be occupied until a Certificate of Compliance has been issued by the Zoning Administrator. Call the Door County Land Use Services Department for an inspection.
2. A shoreland zoning permit to establish a use shall expire 12 months from date of issuance if no action has commenced to establish the use.
3. A shoreland zoning permit for construction of a structure shall expire 12 months from the date of issuance. Any exterior construction after the expiration of the zoning permit shall be considered a violation of this Ordinance.

APPEAL: Any party aggrieved by the Zoning Administrator's decision to issue this zoning permit may appeal to the Door County Board of Adjustment within 30 days from the date of the issuance of this permit. Appeal forms are available from the Door County Land Use Services Department.

Date of Issuance: 04/03/2020

Richard D. Brauer (Signature)

Zoning Administrator
Door County Land Use Services Department
421 Nebraska Street- Government Center
Sturgeon Bay, WI 54235
TEL 920-746-2323
FAX 920-746-2387

- TOWN BUILDING PERMIT REQUIRED -
CALL: BRETT GUILLETTE
920-495-3232
- TOWN DRIVEWAY PERMIT REQUIRED-NEW
DRIVEWAYS ONLY
CALL: TOWN OF GIBRALTAR
(920) 868-1714

LR

703.02 CONDOMINIUMS

Updated 17–18 Wis. Stats. 2

(14m) “Small condominium” means a condominium with no more than 12 units.

(15) “Unit” means a part of a condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors, or parts thereof, in a building. A unit may include 2 or more noncontiguous areas.

(16) “Unit number” means the number identifying a unit in a declaration.

(17) “Unit owner” means a person, combination of persons, partnership or corporation who holds legal title to a condominium unit or has equitable ownership as a land contract vendee.

History: 1977 c. 407; 1985 a. 188; 1997 a. 333; 1999 a. 85; 2003 a. 283; 2007 a. 20; 2013 a. 358.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

The definition of “unit” under sub. (15) encompasses a property on which there is no constructed unit. *Aluminium Industries v. Camelot Trails*, 194 Wis. 2d 575, 535 N.W.2d 74 (Ct. App. 1995).

Small lock boxes were not “intended for any type of independent use” within the meaning of “unit” under sub. (15). Because there are no valid units, there could be no valid condominium units, and the conveyance of riparian rights to docks attempted to be transferred as common elements were not valid. *ABKA Limited Partnership v. DNR*, 2002 WI 106, 255 Wis. 2d 486, 648 N.W.2d 854, 99–2306.

Each unit identified in the condominium declaration is a unit for purposes of separate taxation under s. 703.21, regardless of whether the unit has been constructed. For purposes of identifying the “unit” as defined in sub. (15), a unit may exist without a building. *The Saddle Ridge Corp. v. Board of Review for Town of Pacific*, 2010 WI 47, 325 Wis. 2d 29, 784 N.W.2d 527, 07–2886.

Although the statutory definition of a “unit” under sub. (15) controls, it may be altered by other statutory provisions that look specifically to the declaration to define the substantive rights and obligations of unit owners. Section 703.15 (4) (d) 1. explicitly allows the declaration to determine the number of votes appurtenant to each plat unit. *Northernmaire Resort & Spa, LLC v. Northernmaire Condominium Association, Inc.*, 2013 WI App 116, 351 Wis. 2d 156, 839 N.W.2d 116, 12–1707.

703.03 Application of chapter. This chapter applies only to property, a sole owner or all of the owners of which submit the property to the provisions of this chapter by duly executing and recording a declaration as provided in this chapter.

Master-planned communities are not part of the purpose behind this chapter’s promulgation. Master-planned communities are an entirely different type and level of development than condominiums. A condominium is a multiple-unit complex, the units of which are individually owned, each owner receiving a recordable deed to the individual unit purchased and sharing in joint ownership of any common grounds or passageways. A master-planned community is a private quasi-town that may include different types of homes, including condominiums, commercial property, private streets and parks, and other recreational facilities. Just because a master-planned community has condominiums as part of the plan, a covenant governing the community is not subject to this chapter. *Solowicz v. Forward Geneva National*, 2010 WI 20, 323 Wis. 2d 556, 780 N.W.2d 111, 08–0010.

History: 1977 c. 407.

703.04 Status of the units. A unit, together with its undivided interest in the common elements, for all purposes constitutes real property.

History: 1977 c. 407.

703.05 Ownership of units. A unit owner is entitled to the exclusive ownership and possession of his or her unit.

History: 1977 c. 407.

703.06 Alterations prohibited. Except as otherwise provided in this chapter, no unit owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, or change the exterior appearance of a unit or any other portion of the condominium not part of the unit.

History: 1977 c. 407; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.07 Establishment of condominium. (1) A condominium may only be created by recording condominium instruments with the register of deeds of the county where the property is located. A condominium declaration and plat shall be presented together to the register of deeds for recording.

(2) A condominium instrument, and all amendments, addenda and certifications of a condominium instrument, shall be recorded in every county in which any portion of the condominium is

located, and shall be indexed in the name of the declarant and the name of the condominium. Subsequent instruments affecting the title to a unit which is physically located entirely within a single county shall be recorded only in that county, notwithstanding the fact that the common elements are not physically located entirely within that county. Subsequent amendments and addenda shall be indexed under the name of the condominium.

(3) All instruments affecting title to units shall be recorded and taxed as in other real property transactions.

History: 1977 c. 407; 1997 a. 333.

In this case, the property owners’ conduct in establishing a condominium association with the legal name Bibs Resort Condominium Inc. and converting their Bib’s Resort property to a condominium named Bibs Resort Condominium manifested an implied agreement to transfer the name “Bibs Resort” to the association. Because the property owners did not own the name “Bibs Resort” after the creation of the condominium and association, they could not have sold the name to a third-party as part of a later transaction. *Ritter v. Farrow*, 2019 WI App 46, 388 Wis. 2d 421, 933 N.W.2d 167, 18–1518.

703.08 Notice prior to conversion of residential property to condominium. (1) Residential real property may not be converted to a condominium unless the owner of the residential real property gives prior written notice of the conversion to each of the tenants of the building or buildings scheduled for conversion. During the 60-day period immediately following the date of delivery of the notice a tenant has the first right to purchase the unit, if the unit is offered for sale at any time during that period, for any of the following:

- (a) The price at which the unit is being offered on the market.
- (b) The price contained in any accepted offer to purchase the unit.

(c) The price otherwise agreed to by the tenant and the seller.

(2) A tenant may not be required to vacate the property during the 120-day period immediately following the date of delivery of the notice required under sub. (1) except for:

- (a) Violation of a covenant in the lease; or
- (b) Nonpayment of rent.

(3) A tenant may waive in writing his or her first right of purchase under sub. (1), his or her right to remain on the property under sub. (2), or both.

History: 1977 c. 407; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

Condominium conversion and tenant rights — Wisconsin statutes section 703.08: What kind of protection does it really provide. *Wynn*, 63 MLR 73 (1979).

703.09 Declaration. (1) A condominium declaration shall contain:

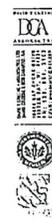
(a) The name and address of the condominium and the name shall include the word “condominium” or be followed by the words “a condominium”.

(b) A description of the land on which the condominium is, or is to be, located, together with a statement of the owner’s intent to subject the property to the condominium declaration established under this chapter.

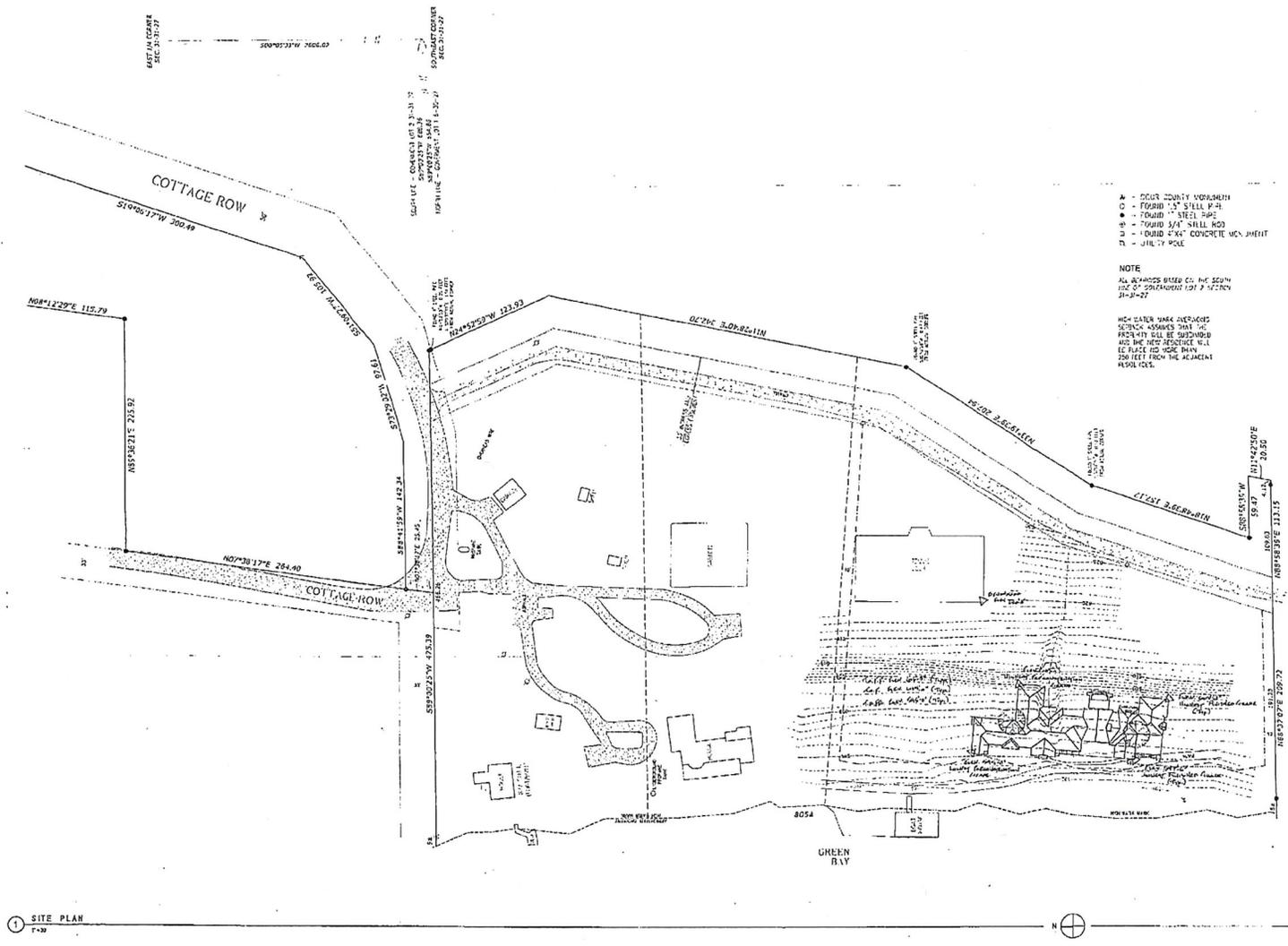
(c) A description of each unit, including its perimeters, location, and any other data sufficient to identify the unit with reasonable certainty.

(d) A general description of the common elements together with a designation of those portions of the common elements that are limited common elements and the unit to which the use of each is restricted. Fixtures designed to serve a single unit, located contiguous to the unit’s boundaries, are deemed limited common elements appertaining to that unit exclusively and need not be shown or designated as limited common elements in the condominium instruments.

- (e) The percentage interests appurtenant to each unit.
- (f) The number of votes at meetings of the association of unit owners appurtenant to each unit.
- (g) Statement of the purposes for which the building and each of the units are intended and restricted as to use.
- (h) The name and address of the resident agent under s. 703.23.



KANE RESIDENCE
 3501 COTTAGE ROW - FIRM CHECK - BOCK COUNTY



1 SITE PLAN
 7-20

DOOR COUNTY LAND USE SERVICES
DOOR COUNTY GOVERNMENT CENTER
421 NEBRASKA STREET
STURGEON BAY, WI 54235
(920) 746-2323

MAR 09 2020
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

Grade Sheet for Regular Zoning Permit Application

Complete and file this form for new Principal Structures only.

Owner of property: STEVE AND JACKIE KAHE

Tax parcel number: 014-01-06302711C

1. Benchmark.

a. Describe benchmark and location.

BENCHMARK Top of EXISTING TENNIS COURT
ELEVATION 620'-0"

b. Elevation of benchmark: ELEVATION 620'-0"

2. Preconstruction Grade.

Elevation of highest natural grade around footprint of new structure: ELEV. 605'-0"

3. Plans.

a. Show benchmark location and elevation on site plan.

b. On side elevation view of building, show preconstruction grade elevation (#2 above) and highest and lowest finished grade elevations.

4/18/17	Top of FINISHED FLOOR ELEV. 606'-8"	HIGHEST EXG. GRADE ELEV. 605'-0"
	Top of FOUNDATION ELEV. 605'-0"	LOWEST EXG. GRADE ELEV. 595'-0"
	Top of FOOTING ELEV. 595'-0"	HIGHEST FIN. GRADE ELEV. 604'-3"
	Top of ROOF ELEV. 631'-0"	LOWEST FIN. GRADE ELEV. 597'-6"