

191918

VOL 369 PAGE 166

DECLARATION OF CONDOMINIUM  
OF TWIN PINES

RECORDED .

JUN 15 1979

2:00 PM

*Dona Richter*  
ABOLITION OF DEEDS, VILAS, U.S. 1111  
NTAC - 825 90 84

# DECLARATION OF CONDOMINIUM OF TWIN PINES

## INDEX

|                                                                    | <u>Page</u> |
|--------------------------------------------------------------------|-------------|
| ARTICLE I. DEFINITIONS                                             | 1           |
| ARTICLE II. STATUTORY PROVISIONS                                   | 4           |
| A. Description of Buildings                                        | 4           |
| B. Description of Units                                            | 4           |
| C. Description of the Common Elements                              | 4           |
| D. Description of the Limited Common Elements                      | 4           |
| E. Percentage of Ownership Interest and Votes                      | 5           |
| F. Use                                                             | 5           |
| G. Service of Process                                              | 6           |
| H. Amendments                                                      | 6           |
| ARTICLE III. POWERS OF DEVELOPER AND OF ASSOCIATION OF UNIT OWNERS | 6           |
| A. Original Power                                                  | 6           |
| B. Subsequent Consent                                              | 7           |
| C. Alteration of Unit Plans                                        | 7           |
| D. Amendment of Declaration                                        | 7           |
| ARTICLE IV. EASEMENTS                                              | 7           |
| A. Easements                                                       | 7           |
| ARTICLE V. ALTERATION AND IMPROVEMENTS                             | 8           |
| A. Alteration and Improvements                                     | 8           |
| ARTICLE VI. MAINTENANCE, OPERATING AND CONTRACTURAL COSTS          | 8           |
| A. Association Duties                                              | 8           |
| B. Unit Owner's Duties and Payments                                | 9           |
| C. Decorating                                                      | 10          |
| ARTICLE VII. INSURANCE                                             | 10          |
| A. Authority to Purchase; Named Insured                            | 10          |
| B. Coverage                                                        | 11          |
| C. Allocation of Proceeds                                          | 11          |
| D. Responsibility to Repair or Replace Damaged Property            | 12          |
| E. Association as Agent                                            | 13          |

|                                          | <u>Page</u> |
|------------------------------------------|-------------|
| ARTICLE VIII. ASSESSMENTS                | 13          |
| A. Share of Units                        | 13          |
| B. Payment Date                          | 13          |
| C. Interest on Delinquent Assessments    | 13          |
| D. Proviso                               | 13          |
| E. Lien for Nonpayment of Assessments    | 14          |
| F. Assessment Pending Foreclosure        | 14          |
| ARTICLE IX. COMPLIANCE AND DEFAULT       | 15          |
| A. Negligence                            | 15          |
| B. Costs and Attorneys' Fees             | 15          |
| C. No Waiver of Rights                   | 15          |
| ARTICLE X. NOTICES                       | 15          |
| A. Notices                               | 15          |
| ARTICLE XI. RIGHT OF FIRST REFUSAL       | 16          |
| A. Sale of Unit                          | 16          |
| B. Gift or Devise                        | 16          |
| C. Foreclosure                           | 16          |
| D. Consent of Unit Owners                | 17          |
| E. Ownership by Association              | 17          |
| ARTICLE XII. SPECIAL PROVISIONS - UNIT 8 | 17          |
| A. Definition                            | 17          |
| B. Special Situation                     | 17          |
| C. Use of Common Elements                | 17          |
| D. Use of Unit 8                         | 18          |
| E. Leasing of Unit 8                     | 18          |
| F. Services                              | 18          |
| G. Charges                               | 18          |
| H. Insurance                             | 19          |
| I. Miscellaneous                         | 19          |
| ARTICLE XIII. MISCELLANEOUS PROVISIONS   | 19          |
| A. Encroachments                         | 19          |
| B. No Exemption from Common Expenses     | 19          |
| C. Construction                          | 19          |
| D. Invalidity of a Provision             | 20          |
| E. Controlling Document                  | 20          |
| F. Developer Warranties                  | 20          |
| G. Separate Mortgages                    | 20          |
| H. Proviso                               | 20          |

DECLARATION OF CONDOMINIUM  
OF THE  
TWIN PINES CONDOMINIUM

Williams Realty of Minocqua, Inc. (hereinafter called the "Developer"), being the sole owner of that real estate situated in the Town of Lac du Flambeau, Vilas County, Wisconsin, described as:

All of Lot Nineteen (19) that LIES SOUTH of the Public Highway running through said Lot, said Lot being in B. O. LARSON'S SUBDIVISION of Government Lot 2, Section 26, Township 40 North of Range 5 East of the Fourth Principal Meridian, Flambeau Township, Vilas County, Wisconsin, according to the recorded plat thereof.

AND, That part of Lots Eighteen (18) and Twenty (20) that lies SOUTH of the Public Highway running through said Lots, said Lots being in B. O. LARSON'S SUBDIVISION of Government Lot 2, in Section 26, Township 40 North, Range 5 East of the Fourth Principal Meridian, Flambeau Township, Vilas County, Wisconsin, according to the recorded plat thereof.

AND, All that part of Lots Twenty-one, Twenty-two and Twenty-three (21, 22, and 23) which LIES EAST of the Canal connecting Fence and Placid Twin Lakes, and SOUTH of the road known as County Highway "F", being a part of the plat of B. O. LARSON'S SUBDIVISION of Govt. Lot 2, Section 26, Township 40 North, Range 5 East of the Fourth Principal Meridian, Flambeau Township, Vilas County, Wisconsin, according to the recorded plat thereof.

make the following declaration for the purpose of subjecting such real estate and the improvements thereon to the provisions of the Act and the terms and conditions of this Declaration.

ARTICLE I. DEFINITIONS

A. Name and Address: The name by which this Condominium is to be identified is TWIN PINES CONDOMINIUM and it is located in the Town of Lac du Flambeau, Vilas County, Wisconsin.

B. Definitions: The following words and terms used herein shall have the same meaning, unless the context requires otherwise, as follows:

(1) "Act" means the Condominium Ownership Act as now set forth in Chapter 703, Wis. Stats., or as hereafter amended.

(2) "Association" means TWIN PINES CONDOMINIUM OWNERS' ASSOCIATION, an unincorporated association of which all Unit Owners shall be members. The administration of the Association shall be governed by this Declaration and the Bylaws of Twin Pines Condominium Association, a copy of which is available at the office of the resident agent.

(3) "Buildings" means the structures containing one or more Units located on the Property.

(4) "Common Elements" shall mean that portion of the Property, other than the Units and Limited Common Elements, which includes:

(a) The land on which the Buildings are located;

(b) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes and entrances and exits of the Buildings;

(c) All yards, gardens, storage spaces, play areas, parks, docks, piers, beaches and other recreational facilities;

(d) Installations of central services such as power, light, gas, hot and cold water, heating and except such installations as are located entirely within one Unit and serve only such Unit;

(e) The tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use, except for the bulk gasoline tank which shall remain the property of Otto R. Siech unless he shall sell it to the Association, in which case it shall become a "Common Element." (See paragraph B of Article XIII).

(5) "Common Expenses" mean:

(a) All sums lawfully assessed against the Unit Owners by the Association; and

(b) Expenses declared Common Expenses by the Act, by this Declaration or by the Bylaws of the Association.

(6) "Common Profits" means the balance of all income, rents, profits and revenues from the Common Elements and facilities remaining after the deduction of the Common Expenses.

(7) "Declaration" means this instrument as it may be amended from time to time.

(8) "Exclusive Limited Use Area" means the area surrounding Unit 8 which is so designated on the Plat.

(9) "Limited Common Elements" means a portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as inseparable appurtenance thereto including, but not limited to, those areas provided by Section 703.09(d) Wis. Stats. and those areas designated on the Plat as Limited Common Elements & Building Maintenance areas. In addition, the reserved septic areas as shown on the Plat even though not contiguous, shall be deemed Limited Common Elements.

(10) "Plat" means the plats of survey of the Property and of all Units in the Property submitted pursuant to the provisions of the Act, said Plat being attached hereto as Exhibit "A" and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration.

(11) "Person" means any individual, corporation, partnership, association, trustee or other legal entity.

(12) "Property" means the air space, the land, the Buildings, and all improvements thereon, all owned in fee simple absolute by the Developer at the time of recording of this Declaration, all easements, rights and appurtenances belonging thereto, all articles of personal property used in connection therewith, and all fixtures and equipment intended for the use, benefit or enjoyment of the Unit Owners, whether in common or as part of a Unit, as submitted under this Declaration.

(13) "Unit" means that part of the Property designated as a "Unit" on the Plat and 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 of enclosed space located on one or more floors (or parts thereof). Each Unit shall be bounded by the exterior surfaces of its lower most floor, upper most roof surfaces and perimeter walls. All structural components of the Building and all pipes, wires, conduits, ducts, flues, shafts, and public utility lines situated within a Unit shall be deemed to be a part of said Unit. In addition, each Unit includes all attached porch(s) or stairway(s) and the designated parking space(s) as described on the Plat. The use of such parking space(s) shall,

however, be subject to the rules and regulations promulgated by the Association. A Unit Owner shall have the right to convey, assign or lease his parking space(s) to his grantee or lessee.

(14) "Unit Owner" means the person or persons who own a Unit and an undivided interest in the Common and Limited Common Elements and facilities appurtenant to such Unit.

(15) "Unit Number" means the number, letter or combination thereof, identifying a Unit in this Declaration.

#### ARTICLE II. STATUTORY PROVISIONS

A. Description of Buildings: The Buildings located on the Property are described on the Plat. The foundations of the Buildings are concrete block. The superstructures are wood frame.

B. Description of Units: The Unit Number of each Unit and its location, approximate area, number of rooms and immediate Common or Limited Common Elements to which it has access and other descriptive data are set forth in the Plat. The legal description of each Unit shall hereafter consist of the Unit Number as shown on the Plat and reference to the Declaration, Plat and plans of condominium (and any attached exhibits or schedules) shall be a good and sufficient description for all purposes. There shall be eight Units, consisting of seven residential Units which are 2, 3 or 4 bedroom layouts and a single Unit which is a commercial restaurant and tavern. The two Buildings designated as Unit 6 may be subdivided into two separate Units with the consent of the Developer prior to the initial sale of all Units by the Developer. If not subdivided prior to the sale of all Units by the Developer, then any subsequent attempt to subdivide Unit 6 shall require the consent of the Association.

C. Description of the Common Elements: The Common Elements and Facilities shall consist of all the Property mentioned in this Declaration except the individual Units and the Limited Common Elements and Facilities and shall include the land, beaches, boathouse, dock, unassigned areas, landscaping and all fixtures or equipment, electrical wiring and conduits, public utility lines, sewer and water lines and all other unassigned areas or items not located within the boundaries of a Unit.

D. Description of the Limited Common Elements: The patio or porch, as the case may be, adjoining a Unit, shall be a Limited Common Element reserved for the use of the Unit immediately adjoining such patio or porch.

E. Percentage of Ownership Interest and Votes: Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements and the Limited Common Elements and to the number of votes at meetings of the Association as set forth in Table I, below. The percentages of ownership interest and votes appurtenant to each Unit have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded amendment to this Declaration duly adopted by the Association pursuant to paragraph H below, except that said amendment shall require the unanimous votes of all Unit Owners. Said ownership interests in the Common and Limited Common Elements terms shall be undivided interests, and the Common and Limited Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Table I, below. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common and Limited Common Elements shall not be separated.

Table I

| <u>Unit Number</u> | <u>Votes</u> | <u>Percentage of Ownership</u> |
|--------------------|--------------|--------------------------------|
| 1                  | 36           | 13.0%                          |
| 2                  | 39           | 14.0                           |
| 3                  | 34           | 12.0                           |
| 4                  | 40           | 14.0                           |
| 5                  | 35           | 12.5                           |
| 6                  | 50           | 18.0                           |
| 7                  | 46           | 16.5                           |
| Total              | 280          | Total 100.0%                   |

F. Use: No part of the Property shall be used by a Unit Owner, or the agents, servants, tenants, family members or invitees of such Unit Owner for other than housing and the related recreational purposes for which the Property was designed. Each Unit or any two or more adjoining Units may be combined and used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units so combined may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Association in writing. The foregoing restrictions as to residence and use shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; (c) handling his personal business or professional telephone calls or correspondence therefrom (but not maintaining an office at which customers or clients customarily call); or (d) renting



such Unit, without regard to term or duration, for such use as may be consistent with this paragraph. Such uses are expressly declared customarily incident to the principal residential use and not in violation of such restrictions. Sale or rental signs and advertising or other displays shall not be maintained on any part of the Property unless the Association authorizes them; provided, however, that the Developer or its agents may place such signs on any unsold or unoccupied Units and on any part of the Common Elements (or Limited Common Elements of any unsold Unit) and may use any unsold Unit or Units for sale or display purposes.

G. Service of Process: The person to receive service of process shall be Jack R. Williams, whose place of business is Minocqua, Wisconsin. At such time as the Association assumes the power and authority to operate and manage the Property pursuant to Article III, Jack R. Williams shall have the option to resign his position and, in that case, the Association shall designate a successor to him by amendment to this Declaration in the manner provided in paragraph H below.

H. Amendments: No amendment to this Declaration shall be approved without notice given at least thirty days in advance to the Developer and the developmental mortgagee, if any, as long as either retains an interest in the property, and to the Unit Owners and any mortgagees having bona fide liens of record against any Unit. No amendment shall be approved if the Developer or the developmental mortgagee, if any, after being given notice, and as long as either retains an interest in the Property, objects in writing to such amendment within said thirty day period. Once notice is given, and if no written objection from the Developer or the developmental mortgagee is received, an amendment may be approved only by the written consent of Unit Owners representing at least seventy-five percent of the total votes eligible to be cast at any Association meeting, unless a different percentage is otherwise specified herein. A properly approved amendment shall become effective when recorded in the public records of Vilas County, Wisconsin. Any amendment affecting the security rights of any mortgagee must be approved in writing by each such affected mortgagee before such amendment shall be effective.

#### ARTICLE III. POWERS OF DEVELOPER AND OF ASSOCIATION OF UNIT OWNERS

A. Original Power: Until the conveyance by the Developer of all the Units, or prior thereto at the option of the Developer if he indicates his waiver of such right in writing to the Association and the developmental mortgagee consents thereto, the

Developer reserves all right to manage the affairs and to make all decisions of the Association and its Board of Directors. During this period, the Developer shall have the full and exclusive right to take all action on behalf of the Association including, but not limited to, the right to enter into leases and to make contracts and agreements on behalf of the Association for the maintenance, operation and management of the property, the determination, levy and collection of assessments and the enactment and enforcement of regulations for the use of the Property. During this period, the Developer shall have the right to amend any terms of this Declaration, except that he shall not prejudice the rights of any mortgagees without their consent. In the event of default in the mortgage with the developmental mortgagee, said developmental mortgagee shall be entitled to exercise the rights of the Developer under this paragraph; provided, however, that in such case, the developmental mortgagee shall not be deemed to have assumed, nor shall it assume (unless it so elects), the Developer's obligations hereunder or any of the Developer's liabilities with respect to the Property.

B. Subsequent Consent: After the period described above, the Association shall have the power and authority to operate and manage the Property, provided, however, that it shall not approve any amendment to this Declaration which substantially prejudices the rights of the Developer, the developmental mortgagee or the assignee of any construction loan proceeds without first obtaining the written consent of each. After the period described above, the Association and the Board shall be fully bound by all contracts concerning the property entered into by the Developer during said period.

C. Alteration of Unit Plans: Developer reserves the right to change the interior design and arrangement of all Units so long as Developer owns the Units so altered. No such change shall increase the number of Units, nor alter the boundaries of the Common Elements without amendment of this Declaration in the manner provided in paragraph H of Article II; provided, however, that the subdividing of Unit 6 by the Developer pursuant to paragraph B of Article II shall be governed by paragraph D below.

D. Amendment of Declaration: An amendment to this Declaration reflecting alteration of Unit plans by Developer, for which approval of others is not required, need only be signed and acknowledged by the Developer, the developmental mortgagee, and the assignee of any construction loan proceeds.

#### ARTICLE IV. EASEMENTS

A. Easements: Easements are reserved over, through and underneath the Common and Limited Common Elements for present and

future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, television or cable wires, security wires, and street lights, whether shown on the Plat or not. Easements for such utility services are reserved to the Developer, Unit Owners and occupants to Buildings and improvements, to their guests and invitees, and to the Developer and its guests and invitees, without limitation, whether shown on the Plat or not. Easements for ingress and egress are reserved to the Association in, over, and underneath Units, their ceilings, floors and walls for the purpose of making repairs to the Common and Limited Common Elements.

#### ARTICLE V. ALTERATION AND IMPROVEMENTS

A. Alterations and Improvements: No alterations, additions or improvements shall be made in any Common Elements without the prior written approval of seventy-five percent of the members of the Association. The Association may authorize such alterations, additions or improvements and charge the cost of the same to Common Expenses and make any appropriate assessments therefore. A Unit Owner may make such alterations, additions or improvements within the Unit as such Unit Owner desires; provided, however, that any modification to the Limited Common Elements appurtenant to such Unit(s) shall require the approval of seventy-five percent of the Association and the cost of such modification shall be borne by the Unit Owner unless the Association determines otherwise.

#### ARTICLE VI. MAINTENANCE, OPERATING & CONTRACTUAL COSTS

A. Association Duties: The Association, as a charge to Common Expense, shall pay for, repair, replace and maintain:

(1) All Common and Limited Common Elements including, for illustrative purposes only, but not limited to, exterior painting, recreational area maintenance, carpet, decorative wall covering and paint, planting, sod, sprinklers, and light fixtures.

(2) All mechanical equipment contributing to the support of a Building, excluding that equipment contained in a Unit.

(3) Utility installation charges and advance deposits for Common and Limited Common Elements, including, for illustrative purposes only, but not limited to, water, gas and electricity for the Common and Limited Common Elements.

- (4) All wages of the Association's employees.
- (5) Such taxes as social security taxes, employers' taxes, and sales tax.
- (6) Insurance in accordance with Article VII of this Declaration.
- (7) All other expenses necessary to manage and maintain the Common and Limited Common Elements.

The Association may assess, in whole or in part, the cost of any repair or maintenance of Limited Common Elements to the Unit Owners benefited thereby or may, by action of its Board, direct such Unit Owner or Owners in the name and for the account of such Unit Owner or Owners to arrange for such maintenance or repairs, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

B. Unit Owner's Duties and Payments: Each Unit Owner, at his own cost and expense, shall pay for, repair, replace and maintain:

- (1) All assessments and special assessments made by the Association against his Unit and his percentage of the Common Elements.
- (2) All real property taxes, personal property taxes and any special assessments made by Vilas County, the Town of Lac du Flambeau, and any other governmental authority against his Unit and his percentage of the Common Elements.
- (3) All equipment and improvements within the boundary of his Unit, including, for illustrative purposes only, but not limited to, all exterior surfaces, plumbing fixtures, electrical plugs and switches, air conditioning equipment, including such equipment that may be located in or on Common and/or Limited Common Elements, which services only one given Unit, the interior portion of the windows, glass sliding doors, and entrance doors, kitchen appliances, paint or decorative material on the walls, hardware, and all interior partitions.

(4) Insurance costs for his personal property and liability for his Unit.

(5) Cable television charges as desired by each owner.

C. Decorating: Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within and without his own Unit from time to time, including painting interior and exterior surfaces, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, said maintenance and use being subject to the rules and regulations of the Association, and each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses.

#### ARTICLE VII. INSURANCE

The insurance, other than title insurance, which shall be carried upon the Property and on each Unit, shall be governed by the following provisions:

A. Authority to Purchase; Named Insured: The Association shall at all times purchase and maintain insurance on the Property and the Units in accordance with this paragraph. The premiums paid by the Association for such insurance coverage shall be Common Expenses. The named insured shall be the Association individually and as trustee for the Unit Owners, without naming them, and as trustee for their mortgagees, and provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of the Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association for the benefit of the Unit Owners and their mortgagees. All policies and their endorsements shall be deposited with the Association. The Unit Owners shall be responsible for obtaining coverage at their own expense upon all equipment, personalty and improvements within the boundaries of their Units, which is the Unit Owner's responsibility to maintain, repair or replace as provided above.

**B. Coverage:**

(1) Casualty: All Buildings and improvements on the Property shall be insured for fire and extended coverage perils, for their full insurable value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its full insurable value, all as determined by the Board of Directors of the Association.

(2) In addition, the Association shall pay for and keep in force the following kinds of insurance:

(a) Public Liability, Auto and Nonauto Insurance in such amounts and with such coverage as the Association shall determine, with minimum limits of \$100,000.00 for bodily injury or death of one person, and \$300,000.00 for bodily injury or death of more than one person in any one accident, and \$20,000.00 for property damage.

(b) Workmen's Compensation policy to meet the requirements of law.

(c) Such Other Insurance as the Association shall determine from time to time to be desirable.

**C. Allocation of Proceeds:** Proceeds of insurance policies received by the Association shall be allocated to, or for the benefit of, the Unit Owners and their mortgagees in the following manner:

(1) Expense of the Association: All reasonable expenses of the Association in obtaining said proceeds shall be paid first or provisions shall be made for such payment.

(2) Repair or Reconstruction by Unit Owners: The portion of insurance proceeds representing damages to a part of a Unit, the repair or reconstruction of which is the responsibility of the Unit Owners, shall be paid by the Association to said Unit Owners and their mortgagees, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit, and may be enforced by such mortgagee.

(3) Repair or Reconstruction by Association: If the damage for which the proceeds are paid is the responsibility of the Association to repair or reconstruct, and the Association decides to repair or reconstruct, the remaining proceeds shall be paid by the Association to the suppliers and con-



tractors to defray the cost of such as elsewhere provided. Any proceeds which remain after defraying such costs shall be distributed to all Unit Owners and their mortgagees in proportion to their share of the Common Elements, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit, and may be enforced by such mortgagees.

(4) Failure of Association to Repair or Reconstruct: If the damage for which proceeds are paid is the responsibility of the Association to repair or reconstruct and the Association decides not to repair or reconstruct, the remaining proceeds shall be distributed to all Unit Owners and their mortgagees in proportion to their share of the Common Elements, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit, and may be enforced by such mortgagees.

D. Responsibility to Repair or Replace Damaged Property: The responsibility to repair or replace damaged or destroyed Property shall be determined as follows:

(1) Unit Owner Responsibility: If the damage is only to those parts of a Unit which the Unit Owner has the responsibility to maintain as discussed in paragraph B of Article VI, the Unit Owner shall be responsible for the repair. Otherwise, the duty, authority and responsibility to repair, reconstruct or rebuild belongs solely to the Association. In making such repair, the Unit Owner shall be entitled to any insurance proceeds that are payable to him pursuant to this Article VII.

(2) Association Responsibility: Immediately after a casualty causes damage or destruction to any part of the Property which the Association has the responsibility to maintain, the Association shall obtain reliable estimates of the cost to restore all damaged Property to a condition as good as that before the casualty. If the insurance proceeds are sufficient to defray eighty percent of the estimated costs of reconstruction and repair of the common areas, the Association shall promptly proceed to complete such reconstruction and repair. If the insurance proceeds are not sufficient to defray eighty percent of the estimated costs of reconstruction and repair, the Board of Directors of the Association shall, within sixty days of the casualty, call a meeting of the Association. At this meeting an affirmative vote of at least seventy-five percent of the Unit Owners to repair, reconstruct or rebuild shall be necessary. In the

event of such repair, reconstruction or rebuilding, the amount not covered by insurance proceeds shall be assessed as Common Expenses. If, within ninety days of the date of the damage or destruction to the Property it is not determined by the Association to repair, reconstruct or rebuild, the provisions of the Wisconsin Statutes shall be operative.

E. Association as Agent: The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Property for the purpose of adjusting or compromising and settling all claims arising out of insurance policies purchased by the Association, and the Association is empowered to execute and deliver releases upon the payment of claims.

#### ARTICLE VIII. ASSESSMENTS

The making and collection of assessments against Unit Owners and Units for Common Expenses shall be pursuant to the Bylaws and subject also to the following provisions:

A. Share of Units: Each Unit Owner and each Unit shall be liable and pay the Association for a proportionate share of the Common Expenses as determined according to each Unit Owner's proportionate interest in the Common Elements. Each Unit Owner and Unit shall have a proportionate share in the Common Surplus, such shares being the same proportion as the Owner's liability for the Common Expense.

B. Payment Date: Assessments shall be paid monthly in advance, or in such other installments as the Association may determine from time to time. Special assessments shall be paid at such time or times in a lump sum, or in such installments as the Association may determine.

C. Interest on Delinquent Assessments: Assessments and installments of such assessments paid on or before thirty days after the date when due shall not bear interest. All sums not paid on or before thirty days after the date when due shall bear interest at the rate of twelve percent per annum from the date when due until paid. All payments on account shall be applied first to interest and then to the assessment payment first due.

D. Proviso: Until the closing of the sale by the Developer of the last Unit owned by him, or until the Developer waives his management rights pursuant to paragraph A of Article III, whichever shall first occur, the Developer shall pay only that part of



the Common Expenses which is in excess of the assessments made against Units owned by others than the Developer. Thereafter, Developer will be assessed for Common Expenses on Units owned by him in the same manner that Unit Owners are assessed. Until the closing of the sale by the Developer of the last Unit owned by him, or until Developer relinquishes control, whichever shall first occur, a reserve for deferred maintenance and a reserve for replacement will not be included in the budget and will not be an incremental portion of any assessment. All provisions of this paragraph shall be exercisable by and inure to the benefit of the developmental mortgagees in the event the Developer defaults on the mortgage with the developmental mortgagees.

**E. Lien for Nonpayment of Assessments:** The Association shall have a lien (from the date an assessment is made) upon any Unit for assessments made against that Unit which remain unpaid, which lien shall be prior to all liens except those liens set forth in Wis. Stat. §703.16, including, but not limited to, all sums unpaid on a first mortgage and recorded prior to the date of the assessment. This lien shall secure payment of the assessment, interest and costs of collection, including reasonable attorneys' fees. The lien may be recorded in the Records of the Register of Deeds of Vilas County, Wisconsin, by an instrument executed by the Association, and the lien may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership, or abandonment of occupancy by a Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit he shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of an assessment, or any part of it, because of any dispute which may exist among a Unit Owner, the Association, the Developers, or any of them, but rather the Unit Owner shall pay all assessments pending resolution of any dispute.

**F. Assessment Pending Foreclosure:** When the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or by means of a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or deed in lieu of foreclosure. Such unpaid share of Common Expenses or assessments shall be deemed to

be Common Expenses collectible proportionately from all of the Unit Owners including such acquirer, his successors and assigns.

#### ARTICLE IX. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of this Declaration and its Exhibits, the Rules and Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owner to the following relief in addition to the remedies provided by the Act:

A. Negligence: A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

B. Costs and Attorneys' Fees: In any proceedings arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of this Declaration, Bylaws or the Regulations adopted pursuant to them, and as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the court.

C. No Waiver of Rights: The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provisions of the Act, this Declaration, the Bylaws of the Association, or the Rules and Regulations, shall not constitute a waiver of the rights to do so thereafter.

#### ARTICLE X. NOTICES

A. Notices: Notices required to be given to the Developer, the Association, or any Unit Owner, may be delivered either personally or by mail. Notices required 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 as his or its address appears in the records of the court wherein the estate of such deceased owner is being administered. Notice shall be deemed given on the date such written instrument is

deposited, postage prepaid in the United States mail and properly addressed to the individual to be charged with such notice at the last known address on file with the Association for such person.

#### ARTICLE XI. RIGHT OF FIRST REFUSAL

A. Sale of Unit: Except for a resale back to the Developer, no Unit Owner shall at any time sell, convey, or contract to sell, his Unit, whether by operation of law or otherwise, without first complying with the provisions hereinafter contained in this paragraph. No such sale, conveyance, contract of sale, or similar alienation of any other kind shall be made unless the Association is given no less than thirty days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, or alienor. The Association shall at all times have the first right and option to purchase or lease such Unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of thirty days following the date of receipt of notice. If the option is not exercised by the Association within ten days, the Unit Owner may, at the expiration of said thirty day period and at any time within sixty days after the expiration of said period, sell such Unit to the proposed purchaser named in such notice upon the terms specified therein. Nothing in this paragraph shall prevent a Unit Owner from leasing his Unit for such duration and terms as said Unit Owner deems appropriate, provided the lessee shall be subject to the restrictions on use contained in this Declaration.

B. Gift or Devise: A Unit Owner shall have the unrestricted right to dispose of his Unit by gift or devise to his lawful spouse or his heirs at law under the laws of the State of Wisconsin, or to a trust under which they are named as beneficiaries. In the event that the Unit Owner shall desire to dispose of his Unit by gift or devise to other than his lawful spouse or his heirs at law, or to a trust under which other than such persons are the named beneficiaries, said Unit Owner or his personal representative shall give the Association written notice thereof no less than thirty days prior to the time of proposed transfer, which shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such Unit at the fair market value at the time of transfer as determined by a panel of three qualified appraisers, one of which shall be selected by the Unit Owner or his legal representative, one by the Association, and the third by the two so selected, provided that the Association shall notify the Unit Owner or his personal representative of its intent to exercise such right and option within thirty days after the receipt of notice from the Unit Owner or his personal representative as provided herein.

C. Foreclosure: The Association may bid upon and purchase any Unit which becomes the subject of a foreclosure action or tax

sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

D. Consent of Unit Owners: The Association shall not exercise any of the options herein set forth to purchase without the prior consent of Unit Owners representing at least seventy-five percent of the total votes eligible to be cast at any Association meeting.

E. Ownership by Association: Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the Unit Owners except the Unit Owner of Unit 8. Said Unit ownership or interests therein may be sold or leased by the Association for the benefit of the members. All proceeds of such sale or leasing after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish and may thereafter be disbursed at such time and in such manner as the Association shall determine.

#### ARTICLE XII. SPECIAL PROVISIONS - UNIT 8

Notwithstanding any other provisions contained in this Declaration, the following provisions shall apply specifically to Unit 8 and shall establish the exclusive, limited uses of the Property to which the Unit Owner of Unit 8 is entitled.

A. Definition: Unit 8 shall be defined as the Unit designated as Unit 8 on the Plat, plus the portion of the Property which is designated on the Plat as "Exclusive Limited Use Area."

B. Special Situation: Because of the fact that Unit 8 shall be used for purposes significantly different than the uses permitted on the remainder of the Property, as more particularly described in paragraph D below, the provisions of this Declaration, the Bylaws of the Association and the Rules and Regulations promulgated by the Association shall not apply to Unit 8, except as otherwise specifically provided in this Article XII.

C. Use of Common Elements: The Unit Owner of Unit 8 shall be entitled to use the dock owned by the Association and shall have access to one of the largest slips in the boathouse shown on the Plat, such slip to be designated annually by the Association. Unless otherwise agreed to by the Association, or the Developer before the initial sale of all Units, the Unit Owner of Unit 8 shall not have access to, or be permitted on, any of the other

Common Elements owned by the Association except for a 15' strip of the beach immediately adjacent to the shore of Twin Placid Lake for the sole purpose of obtaining access to the dock and the boathouse slip referred to above. At no time shall business patrons, guests, agents or invitees of the Unit Owner of Unit 8 use any of the Common Elements owned by the Association, including the dock and the boathouse slip. That the right to use the dock and to use the boathouse is personal to Otto R. Siech and Juanita M. Siech and his family.

D. Use of Unit 8: Unit 8 may be used for commercial purposes and is presently being used for the operation of a tavern and restaurant. In furtherance of such commercial purposes, the Unit Owner of Unit 8 may construct a sign on the lake shore in the Limited Common Area made of wood, plastic or metal which has no flashing lights associated with it. In addition, a dock may be constructed on Unit 8 at the shore of Twin Placid Lake. The Unit Owner of Unit 8 shall maintain Unit 8 in good condition and repair, shall keep it free from waste and nuisance and in a clean, healthful and safe condition. Unit 8 shall not be used for any purpose that is unlawful, in whole or in part, or deemed to be disreputable, extra-hazardous or not in harmony with the natural surroundings and the Property and all laws, ordinances, orders, rules and regulations (whether federal, state or local) relating to its use, condition or occupancy shall be complied with.

E. Leasing of Unit 8: The Unit Owner of Unit 8 may lease Unit 8 to another entity or individual if such prospective lessee agrees to be bound by the provisions of this Declaration and such agreement is set forth in a written document to which the Association is a party.

F. Services: Unit 8 shall receive no services from the Association and it shall not be entitled to use any of the Common Elements or Facilities, except that it shall receive water from the well designated on the Plat. Unit 8 has its own septic system and the Unit Owner of Unit 8 shall be responsible for replacing it when the necessity arises in the future within the Exclusive Limited Use Area.

G. Charges: Beginning on the date that the Association begins making monthly assessments pursuant to Article VIII, and continuing for a year thereafter, the Unit Owner of Unit 8 shall pay the Association a yearly charge of \$40.00 per year for the water provided to Unit 8 and a charge of \$50.00 per year for use of the dock and the boat slip. In each subsequent twelve month period, the two yearly charges shall each be increased by the same percentage as the Association's monthly assessment to its members was increased (including increases to provide reserves for deferred maintenance and replacements) during the preceding twelve month period. No other charges shall be paid to the Association unless mutually agreed to. The Owner of Unit 8 shall

have the option of installing his own well at anytime, and in the event a separate well is installed on Unit 8, then the right to use and the payments on the common well provided in this paragraph shall terminate.

H. Insurance: In furtherance of its responsibility to obtain insurance for the Property, and because of the fact that the insurance needs of Unit 8 are significantly different from those of the other Units, the Association delegates to the Unit Owner of Unit 8 the responsibility for obtaining and paying all premiums on insurance against loss or damage by fire and such other hazards for not less than full replacement value of the Property insured, and a liability policy covering all claims commonly insured against. The Unit Owner of Unit 8 agrees to accept responsibility for acquiring such insurance and to provide the Association, when reasonably requested, with evidence that such insurance coverage is in effect.

I. Miscellaneous:

(1) For purposes of any vote or approval required in this Declaration, the Unit Owner of Unit 8 shall not be included. He shall receive none of the notices provided for in this Declaration except for those notices that relate specifically to Unit 8.

(2) The provisions of Article IV relating to the reservation of easements for utility services, currently and in the future, shall apply to Unit 8.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. Encroachments: If any portion of a Unit, a Common Element, or a Limited Common Element, encroaches upon another as of the date this Declaration is recorded, a valid easement for the encroachment and maintenance of same, as long as it stands, shall and does exist. In the event a condominium Building or Buildings are partially or totally destroyed and then rebuilt, encroachments on parts of the Common Elements, Limited Common Elements, or Units as described herein, due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist.

B. No Exemption from Common Expenses: No Unit Owner may exempt himself from liability for contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or the recreational facilities, or by the abandonment of the Unit.

C. Construction: All provisions of this Declaration and the Exhibits attached hereto, and amendments thereto, shall be



construed to be covenants running with the land, and of every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant if the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration and Exhibits annexed hereto and amendments thereof.

**D. Invalidity of a Provision:** If any of the provisions of this Declaration, the Association's Bylaws, or the Act, or of any section, sentence, clause, phrase, word, or application of any of them in any circumstances, is held invalid, the validity of the remainder of them shall not be affected thereby.

**E. Controlling Document:** In all cases of conflict, this Declaration shall be considered the controlling document.

**F. Developer Warranties:** The Developers have made no warranty or representation in connection with the Property, except as specifically set forth in this Declaration and the Exhibits to it. No person shall rely upon any warranty or representation unless contained in this Declaration and the Exhibits to it. Any estimates of Common Expenses, taxes, or other charges are only estimates, and no warranty or guarantee of the amount of the same is made.

**G. Separate Mortgages:** Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common and Limited Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except to the extent of his Unit and his respective ownership interest in the Common and Limited Common Elements.

**H. Bulk Gas Tank:** As provided in paragraph (4)(e) of Article I, the bulk gasoline tank located near the boathouse shall remain the property of Otto R. Siech unless he sells it to the Association. He may, at his own expense, remove said tank, it being understood that he shall be responsible for restoring the Common Element to the condition it was in prior to such removal. The pump used to remove gasoline from the tank is the property of an oil supply company and the Association may direct the Owner to remove said pump at any time if it shall not have purchased the tank from Otto R. Siech.

I. Provido: Until the Developer has completed all of the contemplated improvements and closed the sales of all of the Units, neither the Unit Owners, nor the Association, nor their use of the Property shall interfere with the completion of the contemplated improvements and the Developer's sale of the Units. Developer may make such use of the unsold Units and Common Areas as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, the showing of the Property, and the display of signs.

WILLIAMS REALTY OF MINOCQUA, INC.

By: Jack R. Williams President

ATTEST:

By: Joan T. Seymour Secretary

STATE OF WISCONSIN )  
 ) ss:  
COUNTY OF )

Personally came before me, this 13th day of June, 1979, Jack R. Williams, President, and Joan T. Seymour, Secretary, of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of the deed of said Corporation, by its authority.

Theodore W. Widule  
Theodore W. Widule  
Notary Public  
Marathon County, Wisconsin  
My Commission expires 2/7/82

This document was drafted by John M. Forester, Attorney at Law, Ruder, Ware, Michler & Forester, S.C., First American Center, Wausau, Wisconsin 54401.

.VOL 369 PAGE 189



203690

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF THE  
TWIN PINES CONDOMINIUM

.VOL 400 PAGE 394

The Undersigned Unit Owners of Twin Pines Condominium, being all of the Unit Owners, have hereby consented and do hereby amend certain provisions set forth below of the Declaration of Condominium of the Twin Pines Condominium recorded in Volume 369, page 166 of the Vilas County Registry on June 15, 1979.

1. ARTICLE I. DEFINITIONS

(10) "Plat" means the plats of survey of the Property and of all Units in the Property submitted pursuant to the provisions of the Act and with this Declaration, said Plat being attached hereto as Exhibit "A" and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration. Any subsequent change in the Plat shall be made effective by the recording of an Amendment to this Declaration with the revised plat of survey attached thereto, at which time said revised plat of survey shall become the "Plat."

(13) "Unit" means that part of the Property designated as a "Unit" on the Plat and 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 of enclosed space located on one or more floors (or parts thereof). Each Unit shall be bound by the exterior surfaces of its lower most floor, upper most roof surfaces and perimeter walls. All structural components of the Building and all pipes, wires, conduits, ducts, flues, shafts, and public utility lines situated within a Unit shall be deemed to be a part of said Unit. The use of such parking space(s) shall, however, be subject to the rules and regulations promulgated by the Association. A Unit Owner shall have the right to convey, assign or lease his parking space(s) to his grantee or lessee.

2. ARTICLE II. STATUTORY PROVISIONS

8. Description of Units: The Unit Number of each Unit and its location, approximate area, number of rooms and immediate Common or Limited Common Elements to which it has access and other descriptive data are set forth in the Plat. The legal description of each Unit shall hereafter consist of the Unit Number as shown on the Plat and reference to the Declaration, Plat and plans of condominium (and any attached exhibits or schedules) shall be a good and sufficient description for all purposes. There shall be nine Units, consisting of eight residential Units which are 2, 3 or 4 bedroom layouts and a single Unit which is a commercial restaurant and tavern.

3. ARTICLE II. STATUTORY PROVISIONS

E. Percentage of Ownership Interest and Votes: Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements and the Limited Common Elements and to the number of votes at meetings of the Association as set forth in Table I below. The percentages of ownership interest and votes appurtenant to each Unit have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded amendment to this Declaration duly adopted by the Association pursuant to paragraph H below, except that said amendment shall require the unanimous votes of all Unit Owners. Said ownership interests in the Common and Limited Common Elements shall be undivided interests, and the Common and Limited Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Table I below. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common and Limited Common Elements shall not be separated.

Table I

| <u>Unit Number</u> | <u>Votes</u> | <u>Percentage of Ownership</u> |
|--------------------|--------------|--------------------------------|
| 1                  | 1            | 12.5%                          |
| 2                  | 1            | 12.5%                          |
| 3                  | 1            | 12.5%                          |
| 4                  | 1            | 12.5%                          |
| 5                  | 1            | 12.5%                          |
| 6                  | 1            | 12.5%                          |
| 7                  | 1            | 12.5%                          |
| 9                  | 1            | 12.5%                          |
| Total              | 8            | 100.0%                         |

4. ARTICLE II. STATUTORY PROVISIONS

H. Amendments: No amendment to this Declaration shall be approved without notice given at least thirty days in advance to the Developer and the developmental mortgagee, if any, as long as either retains an interest in the property, and to the Unit Owners and any mortgagees having bona fide liens of record against any Unit. No amendment shall be approved if the Developer or the developmental mortgagee, if any, after being given notice, and as long as either retains an interest in the Property, objects in writing to such amendment within said thirty day period. Once notice is given, and if no written objection from the Developer or the developmental mortgagee is received, an amendment may be

approved only by the written consent of at least seventy-five percent of the Unit Owners unless a different percentage is otherwise specified herein. A properly approved amendment shall become effective when recorded in the public records of Vilas County, Wisconsin. Any amendment affecting the security rights or any mortgagee must be approved in writing by each such affected mortgagee before such amendment shall be effective.

5. ARTICLE III POWERS OF DEVELOPER AND OF  
ASSOCIATION OF UNIT OWNERS

A. Election of Board of Directors. The property shall be managed by the Board of Directors of the Association, the members of which shall hold office in accordance with this Declaration and the Bylaws of the Association. The Developer shall initially have the authority to act in place of elected directors and may cast all three votes of the Board. Prior to the conveyance of twenty-five percent of the Common Elements, the Unit Owners (other than the Developer), shall elect one member of the Board and the Developer's votes on the Board shall be reduced to two. Not later than forty-five days after the first to occur of (1) three years after the effective date of this Declaration or (2) thirty days after the conveyance of seventy-five percent of the Common Element interests, the Association shall hold a meeting at which two additional directors of the Association shall be elected and take office, at which time the Developer shall relinquish any further control of the Board and shall no longer retain any votes. The Bylaws of the Association shall specifically provide for such election and the term of office of such directors. The Developer may relinquish its right of control at any time, in which case the election of directors hereunder shall be accelerated accordingly. The Association shall not have the authority to approve any amendment to this Declaration which substantially prejudices the rights of the Developer, without first obtaining their written consent.

B. Alteration of Unit Plans. The Developer reserves the right to change the interior design and arrangement of all Units, and to alter the boundaries between Units, so long as Developer owns the Units so altered. No such change shall increase the number of Units, nor alter the boundaries of the Common or Limited Common Elements without amendment of this Declaration by approval of the Association and the owners of mortgages in the manner elsewhere provided. If more than one Unit is concerned, the Developer shall apportion between the Units the shares in the Limited Common Elements appurtenant to the Units concerned.

C. Amendment of Declaration. An amendment to this Declaration reflecting alteration of Unit Plans by the Developer, prior to

the election of any other member of the Board, need only be signed and acknowledged by the Developer, the developmental mortgagee, if any, and the assignee of any construction loan proceeds.

6. ARTICLE V. ALTERATIONS AND IMPROVEMENTS

A. Alterations and Improvements: No alterations, additions or improvements shall be made in any Common Elements without the prior written approval of seventy-five percent of the members of the Association. The Association may authorize such alterations, additions or improvements and charge the cost of the same to Common Expenses and make any appropriate assessments therefor. A Unit Owner may make such alterations, additions or improvements within the Unit as such Unit Owner desires; provided, however, that any modification to the Limited Common Elements appurtenant to such Unit or to the exterior of such Unit shall require the approval of the Board of Directors of the Association and the cost of such modification shall be borne by the Unit Owner unless the Association determines otherwise.

November 25<sup>th</sup>, 1979

ACKNOWLEDGMENT

STATE OF WISCONSIN ) ss.  
Oneida County. )

Personally came before me, this 25th day of November, 1979 the above named Jack R. Williams, Franklin G. Kluck, A. Carol Kluck, Otto R. Siech, Juanita M. Siech, Ervin P. Kordus and John P. Kordus to me known to be the persons who executed the foregoing instrument and acknowledge the same.

John T. Serabur  
Notary Public Oneida County, Wis.  
My Commission expires Sept. 9, 1984.

This Instrument Drafted By  
John Forrester, Attorney

WILLIAMS REALTY OF MINOCQUA, INC.

By: Jack R. Williams  
As its President

Franklin G. Kluck  
Franklin G. Kluck

A. Carol Kluck  
A. Carol Kluck

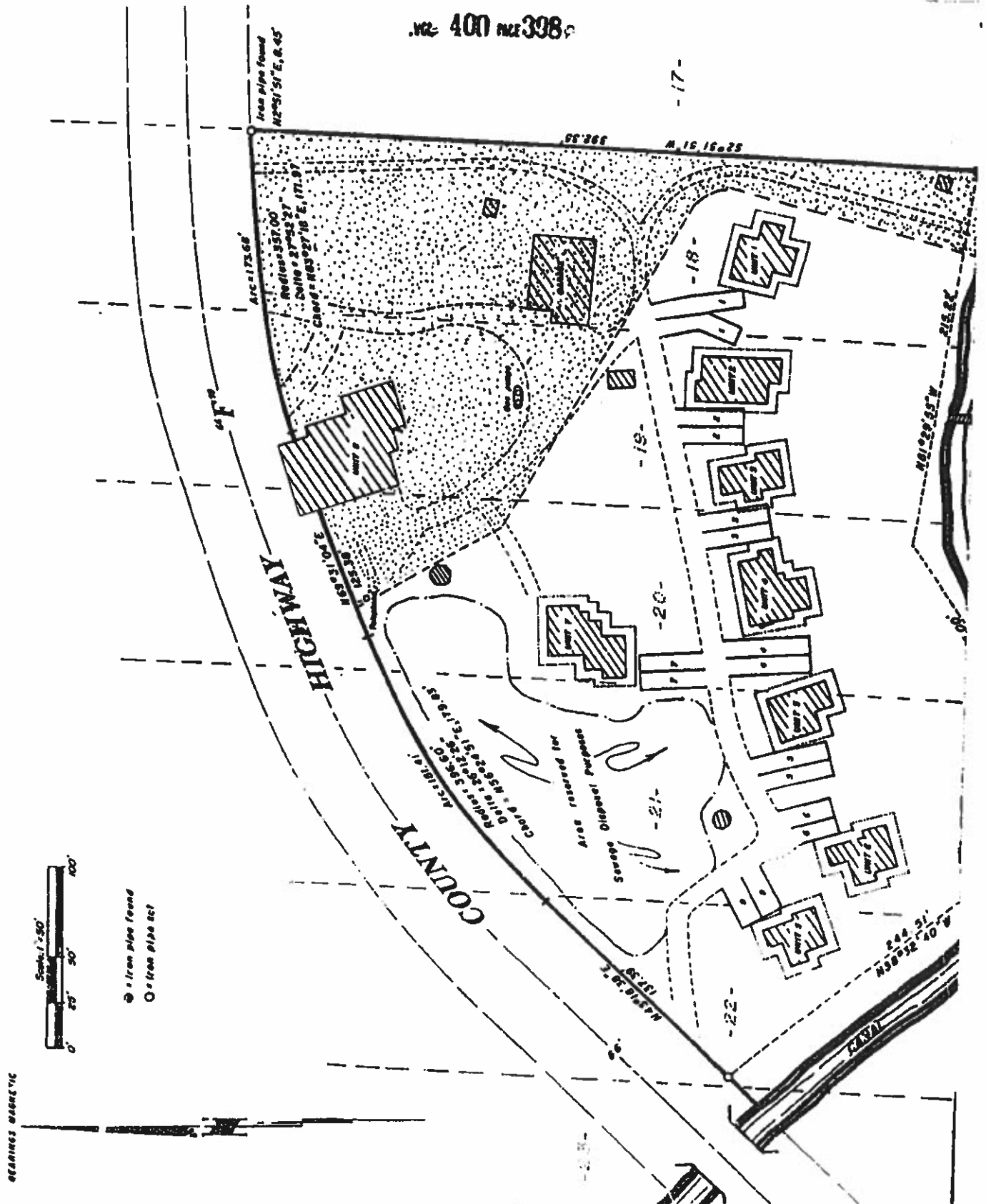
Otto R. Siech  
Otto R. Siech

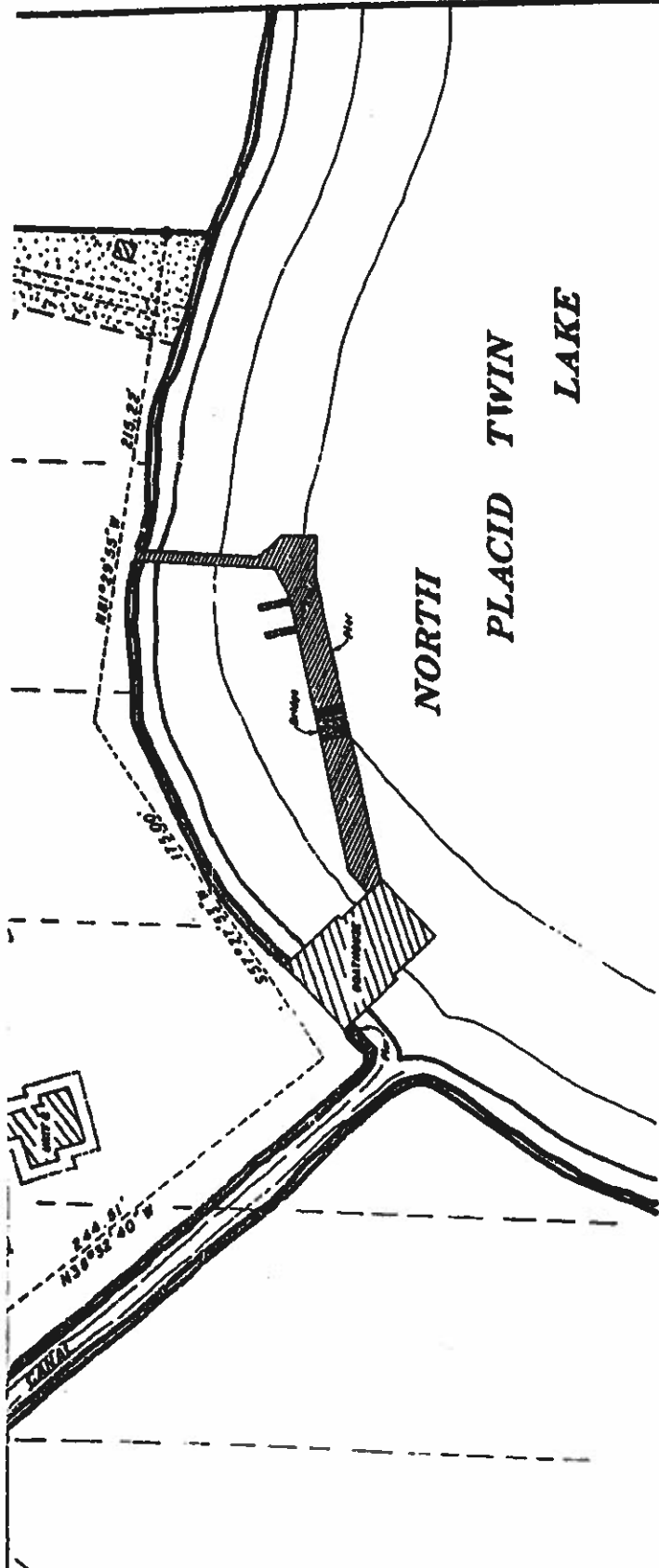
Juanita M. Siech  
Juanita M. Siech

Ervin P. Kordus  
Ervin P. Kordus

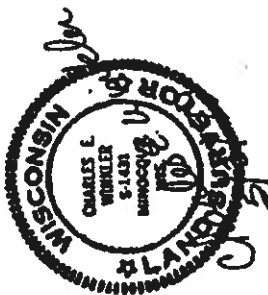
John P. Kordus  
John P. Kordus

400 ml 398





VOL 400 PAGE 398



Revised Nov. 27, 1979

# TWIN PINES CONDOMINIUM

Part of  
Lots 18 thru 23  
in the part of  
B.O. LARSON'S SUBDIVISION

## GOV'T. LOT 2

### SECTION 26, T40N, R5E

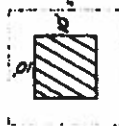
Loc du Flambeau Township  
Vilas County, Wisconsin

RECORDED

JUN 29 1981

4:00 P.M.

*James Larson*  
OWNER OF RECORD



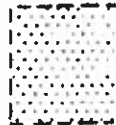
Area around each unit reserved  
for building maintenance.

|   |    |
|---|----|
| 9 | 10 |
| 0 | 0  |
| 9 | 9  |

Limited Common Element  
Parting space (Number indicates for which unit  
space is reserved).



Condominium and its designated unit number



Exclusive Limited Use Area  
for UNIT 9.

I HEREBY CERTIFY THAT THIS PLAT IS A CORRECT  
REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE  
IDENTIFICATION OF EACH UNIT, AND THE COMMON ELEMENTS  
CAN BE DETERMINED FROM THE ABOVE PLAT. DIAGRAMATIC  
FLOOR PLANS OF EACH BUILDING, ITS APPROXIMATE DIMENSIONS,  
FLOOR AREA AND THE LOCATION OF EACH UNIT IN IT HAVE BEEN  
PROVIDED ON SEPARATE SHEETS, SAID SHEETS BEING NUMBERED  
1 THROUGH 5, WHICH SHEETS ARE ATTACHED HERETO, AND MADE  
A PART HEREOF.

inman-foltz and associates, inc.

engineers

surveyors

planners

S.D. BOX 10

menomonie, wisconsin 54750



209381

VOL 415 PAGE 402

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF THE  
TWIN PINES CONDOMINIUM

RECORDED

JUL 7 1982

10:45am

*Dona Roster*  
REGISTER OF DEEDS, VILLAS CO., WIS.

The undersigned, being over 75% of the unit owners of Twin Pines Condominium have hereby consented and do hereby amend certain provisions as set forth below of the Declaration of the Twin Pines Condominium as recorded on June 15, 1979, in Volume 369 on page 166 in the office of the Register of Deeds for Vilas County, Wisconsin.

1. Article II, Section D shall and is amended to designate as limited common elements the three largest boat slips in the common area boat house as follows:
  - (a) The South and Easterly large boat slip is limited to the use of the owners of Unit 4.
  - (b) The middle and Easterly large boat slip is limited to the use of the owners of Unit 2.
  - (c) The Northerly and Easterly large boat slip is limited to the use of the owners of Unit 6.

This limited use of the above boat slips is appurtenant to each of the units as specified and shall remain as limited use to the present owners, their successors or assigns.



AMENDMENT  
Page 2

VOL 415 PAGE 403

This amendment is effective in recognition that the owners of Unit 8  
has relinquished their right to use the boathouse as granted in Article XII,  
Section C.

Dated at Minocqua, this 15th day of May, 1982.

ACKNOWLEDGEMENT

State of Wisconsin) ss.  
County of Marathon)

Personally came before me,  
this 15th day of May,  
1982, the above named Jack R.  
Williams, Franklin G. Kluck,  
A. Carol Kluck, Ervin P. Kordus,  
John P. Kordus, James K. Harker,  
and Joan E. Harker, to me known  
to be the persons who executed  
the foregoing instrument and  
acknowledged the same.

G. Ronald Zehr  
G. Ronald Zehr  
Notary Public, Marathon County, WI.  
My commission expires 9-1-85.

This Instrument Drafted By:

Jack R. Williams, Atty.

WILLIAMS REALTY OF MINOCQUA, INC.

Jack R. Williams  
By: Jack R. Williams

Franklin G. Kluck  
Franklin G. Kluck

A. Carol Kluck  
A. Carol Kluck

Ervin P. Kordus  
Ervin P. Kordus

John P. Kordus  
John P. Kordus

James K. Harker  
James K. Harker

Joan E. Harker  
Joan E. Harker

234571

VOL 482 PAGE 635

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF THE  
TWIN PINES CONDOMINIUM

RECEIVED FOR RECORD  
JULY 7 1979 11:00 AM  
Bartholomew, Clerk  
Vilas Co., Wis. Register of Deeds  
Schweda 642 pd

The undersigned, representing over seventy-five (75) per cent of the Unit Owners of Twin Pines Condominium Association, have hereby consented and do hereby amend certain provisions as set forth in the Declaration of Twin Pines Condominiums as recorded on June 15, 1979 in Volume 369 on page 166 in the office of the Register of Deeds for Vilas County, Wisconsin, as follows:

1. ARTICLE XII, SECTION C shall and is amended to terminate the right of Otto R. Siech and Juanita M. Siech, his wife, and their family and all successors in title to the said Otto R. Siech and Juanita M. Siech, and their family, to use the dock and boat house owned by the Association, said termination being based upon a written notice given to the Twin Pines Condominium Owners Association by the said Otto R. Siech and Juanita M. Siech wherein they relinquished their rights to the dock and to the boat house as granted under the above referred to Article and Section. A copy of said notice is on file with the secretary of Twin Pines Condominium Owners Association.
2. ARTICLE XII, SECTION D shall and hereby is amended to provide that the owners of Units one (1), two (2), three (3), four (4), five (5), six (6), seven (7) and nine (9) of Twin Pines Condominium Owners Association shall be entitled to use the shore line area of Unit 8 for the purpose of launching boats or retrieving boats provided, however, that all other rights, privileges and duties granted to the owner of Unit 8 under this section, not inconsistent with this Amendment, shall remain in full force and effect.

AMENDMENT

Page 2

VOL 482 PAGE 636

3. ARTICLE XII, SECTION F shall and is amended to provide that the right of Otto R. Siech and Juanita M. Siech to receive water from the common well located in the common areas of Twin Pines Condominium Owners Association is, by virtue of this Amendment, herein terminated as such right was personal to the said Otto R. Siech and Juanita M. Siech who are no longer, as of the date of this Amendment, in possession or operating Unit 8 and any subsequent owners of Unit 8 are hereby put on notice that the Twin Pines Condominium Association will not, as of the date of this Amendment, furnish any water for the future use of Unit 8.

DATED at Lac Du Flambeau, Wisconsin, this 28th day of June, 1986.

ACKNOWLEDGEMENT

State of Wisconsin ) ss.  
County of Vilas )

Personally came before me this 28th day of June 1986, the above named Franklin G. Kluck, Ervin P. Kordus, Glenn W. Schwede, James K. Harker, Herbert Whetstone, Jan P. Vanderwerf and Jack R. Williams, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

A. Carol Kluck  
A. Carol Kluck

Notary Public, Vilas County, Wi.  
My commission expires 1-29-89.

This instrument was drafted by:

A. Carol Kluck

Franklin G. Kluck  
Franklin G. Kluck

Ervin P. Kordus  
Ervin P. Kordus

Glenn W. Schwede  
Glenn W. Schwede

James K. Harker  
James K. Harker

Herbert Whetstone  
Herbert Whetstone

Jan P. Vanderwerf  
Jan P. Vanderwerf

Jack R. Williams  
Jack R. Williams

375337

Document Number

AMENDMENT OF THE  
DECLARATION OF THE TWIN PINES  
CONDOMINIUM

VOL 986 PAGE 566

Document Title

**RECORDED**

AUG 02 2001

11:20am  
Jan Hansen

REGISTER OF DEEDS, VILAS CO., WI

Recording Area

Name and Return Address

TWIN PINES CONDO 22 Jd  
GLENN W. SCHWEDE  
1104 DUNBAR ST  
WILSAU, WI 54403

Parcel Identification Number (PIN)

THIS PAGE CONTAINS RECORDING INFORMATION  
AND IS PART OF THE LEGAL DOCUMENT  
DO NOT REMOVE

DRAFTED BY:

GLENN W. SCHWEDE

*Glenn W. Schwede*

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.  
**Note:** Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

AMENDMENT OF THE DECLARATION OF THE TWIN PINES CONDOMINIUM

The undersigned, representing seventy-five percent of the Unit Owners of the Twin Pines Condo Assn. have hereby consented to and do hereby amend certain provisions as set forth in the Declaration of the Twin Pines Conodominiums as recorded on June 15, 1979 in Volume 369 on page 166 in the office of The Register of Deeds for Vilas County, Wisconsin as follows:

Article II, Section F is hereby amended to USE.

No part of the Property shall be used by a Unit Owner, servants, family members or invities to Rent or Lease such unit at any time. Renting and/or Leasing is prohibited.

  
Signature

  
Please Print

Meeting held on May 26, 2001 at 12:00 at the Whetstone Cottage.





AMENDMENT OF THE DECLARATION OF THE TWIN PINES CONDOMINIUM

The undersigned, representing seventy-five percent of the Unit Owners of the Twin Pines Condo Assn. have hereby consented to and do hereby amend certain provisions as set forth in the Declaration of the Twin Pines Conodominiums as recorded on June 15, 1979 in Volume 369 on page 166 in the office of The Register of Deeds for Vilas County, Wisconsin as follows:

Article II, Section F is hereby amended to USE.

No part of the Property shall be used by a Unit Owner, servants, family members or invitics to Rent or Lease such unit at any time. Renting and/or Leasing is prohibited.

Chris Stinski      Paul Stinski  
Signature  
Paul & Chris Stinski  
Please Print

Meeting held on May 26, 2001 at 12:00 at the Whetstine Cottage.

Christine M. Ullrich  
Notary  
8-29-04

AMENDMENT OF THE DECLARATION OF THE TWIN PINES CONDOMINIUM

The undersigned, representing seventy-five percent of the Unit Owners of the Twin Pines Condo Assn. have hereby consented to and do hereby amend certain provisions as set forth in the Declaration of the Twin Pines Condominiums as recorded on June 15, 1979 in Volume 369 on page 166 in the office of The Register of Deeds for Vilas County, Wisconsin as follows:

Article II, Section F is hereby amended to USE.

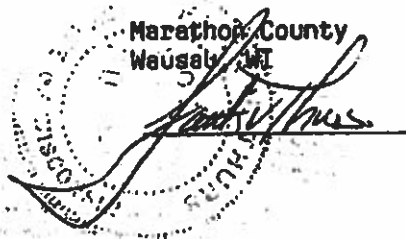
No part of the Property shall be used by a Unit Owner, servants, family members or invitied to Rent or Lease such unit at any time. Renting and/or Leasing is prohibited.

Glen W. Schwede  
Signature

GLEN W. SCHWEDE 7-9-01  
Please Print

Meeting held on May 26, 2001 at 12:00 at the Whetstone Cottage.

Mr Glen W Schwede, signed this document in my presence on July 9, 2001



Commission expires 2/27/2005



AMENDMENT OF THE DECLARATION OF THE TWIN PINES CONDOMINIUM

The undersigned, representing seventy-five percent of the Unit Owners of the Twin Pines Condo Assn. have hereby consented to and do hereby amend certain provisions as set forth in the Declaration of the Twin Pines Conodominiums as recorded on June 15, 1979 in Volume 369 on page 166 in the office of The Register of Deeds for Vilas County, Wisconsin as follows:

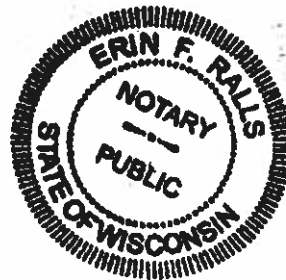
Article II, Section F is hereby amended to USE.

No part of the Property shall be used by a Unit Owner, servants, family members or invites to Rent or Lease such unit at any time. Renting and/or Leasing is prohibited.

Bess Vick 7-3-01  
Signature  
Bess Vick  
Please Print

Meeting held on May 26, 2001 at 12:00 at the Whetstine Cottage.

Erin F. Ralls 7/3/01  
Erin F. Ralls  
Commission Exp. 12/1/02

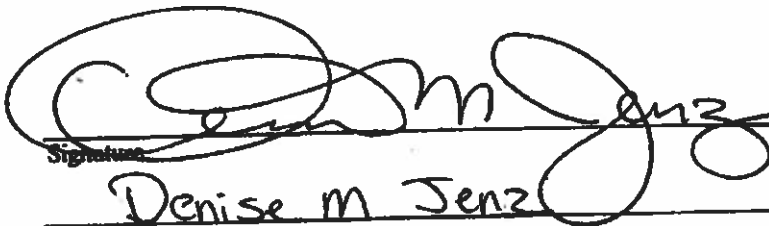


AMENDMENT OF THE DECLARATION OF THE TWIN PINES CONDOMINIUM

The undersigned, representing seventy-five percent of the Unit Owners of the Twin Pines Condo Assn. have hereby consented to and do hereby amend certain provisions as set forth in the Declaration of the Twin Pines Conodominiums as recorded on June 15, 1979 in Volume 369 on page 166 in the office of The Register of Deeds for Vilas County, Wisconsin as follows:

Article II, Section F is hereby amended to USE.

No part of the Property shall be used by a Unit Owner, servants, family members or invitics to Rent or Lease such unit at any time. Renting and/or Leasing is prohibited.

  
Signature  
Denise M Jenz  
Please Print

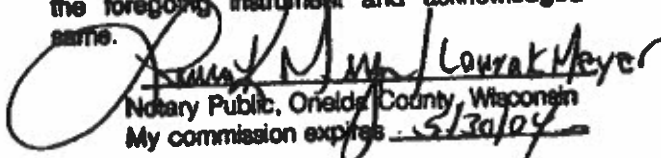
Meeting held on May 26, 2001 at 12:00 at the Whetstine Cottage.

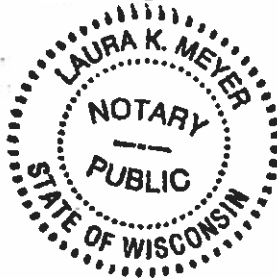
State of Wisconsin } ss  
Oneida County

Personally came before me, this 16 day  
of July A.D., 2001, the above named

DENISE M JENZ

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

  
Notary Public, Oneida County, Wisconsin  
My commission expires 5/30/04

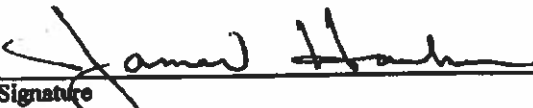


AMENDMENT OF THE DECLARATION OF THE TWIN PINES CONDOMINIUM

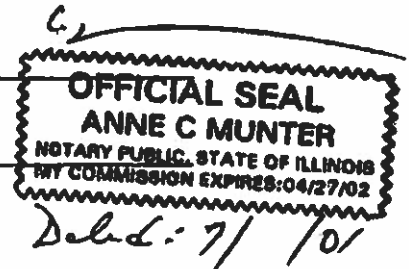
The undersigned, representing seventy-five percent of the Unit Owners of the Twin Pines Condo Assn. have hereby consented to and do hereby amend certain provisions as set forth in the Declaration of the Twin Pines Condominiums as recorded on June 15, 1979 in Volume 369 on page 166 in the office of The Register of Deeds for Vilas County, Wisconsin as follows:

Article II, Section F is hereby amended to USE.

No part of the Property shall be used by a Unit Owner, servants, family members or invites to Rent or Lease such unit at any time. Renting and/or Leasing is prohibited.

  
Signature  
  
Please Print

Meeting held on May 26, 2001 at 12:00 at the Whetstone Cottage.



Document Number

**5<sup>th</sup> Amendment to Declaration of  
Condominium of Twin Pines  
Condominium**

**Doc # 541125**

**Recorded**

**October 18, 2016 8:30 AM**

*Joan Hansen*

**Joan Hansen, Register of Deeds  
Vilas County, WI  
Total Pages: 36  
Fee Amount: \$30.00**

**Recording Area**

**Name and Return Address**

**John C. Houlihan  
Houlihan Law Firm, S.C.  
P.O. Box 630  
Minocqua, WI 54548**

**Parcel Identification Number (PIN)**

**This Document Drafted by:**

**John C. Houlihan  
Houlihan Law Firm, S.C.  
P.O. Box 630  
Minocqua, WI 54548  
715-356-1422**

**5<sup>th</sup> AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF TWIN PINES CONDOMINIUM**

**TABLE OF CONTENTS**

|                    |                                                        |              |
|--------------------|--------------------------------------------------------|--------------|
| <b>Article 1.</b>  | <b>Statement of Declaration</b>                        | <b>1</b>     |
| <b>Article 2.</b>  | <b>Definitions</b>                                     | <b>2-3</b>   |
| <b>Article 3.</b>  | <b>Description of Units</b>                            | <b>3</b>     |
| <b>Article 4.</b>  | <b>Percentage Interests; Voting</b>                    | <b>3-4</b>   |
| <b>Article 5.</b>  | <b>Special Provisions – Unit 8</b>                     | <b>4-5</b>   |
| <b>Article 6.</b>  | <b>Renting / Leasing Prohibited</b>                    | <b>5</b>     |
| <b>Article 7.</b>  | <b>Unit 1</b>                                          | <b>6</b>     |
| <b>Article 8.</b>  | <b>Unit 2</b>                                          | <b>6</b>     |
| <b>Article 9.</b>  | <b>Unit 3</b>                                          | <b>6</b>     |
| <b>Article 10.</b> | <b>Unit 4</b>                                          | <b>7</b>     |
| <b>Article 11.</b> | <b>Unit 5</b>                                          | <b>7</b>     |
| <b>Article 12.</b> | <b>Unit 6</b>                                          | <b>7</b>     |
| <b>Article 13.</b> | <b>Unit 7</b>                                          | <b>8</b>     |
| <b>Article 14.</b> | <b>Unit 9</b>                                          | <b>8</b>     |
| <b>Article 15.</b> | <b>Alternate / Replacement Septic Drainfield Areas</b> | <b>8</b>     |
| <b>Article 16.</b> | <b>Common Pier</b>                                     | <b>8</b>     |
| <b>Article 17.</b> | <b>Condominium Association</b>                         | <b>9</b>     |
| <b>Article 18.</b> | <b>Alteration and Improvements</b>                     | <b>9-10</b>  |
| <b>Article 19.</b> | <b>Maintenance , Operating and Contractual Costs</b>   | <b>10</b>    |
| <b>Article 20.</b> | <b>Insurance</b>                                       | <b>10-11</b> |

---

|                    |                                 |              |
|--------------------|---------------------------------|--------------|
| <b>Article 21.</b> | <b>Assessments</b>              | <b>11-12</b> |
| <b>Article 22.</b> | <b>Sale of Unit</b>             | <b>12-13</b> |
| <b>Article 23.</b> | <b>Amendments</b>               | <b>13</b>    |
| <b>Article 24.</b> | <b>Compliance</b>               | <b>13</b>    |
| <b>Article 25.</b> | <b>Miscellaneous Provisions</b> | <b>14</b>    |

---

**5<sup>th</sup> AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF TWIN PINES CONDOMINIUM**

Whereas, the Declaration of Condominium of Twin Pines Condominium dated June 13, 1979 and recorded June 15, 1979 in the Vilas County Register of Deeds office in Volume 369, page 166 as Document No. 191918, dedicated the property described therein to the condominium form of ownership.

Whereas, an Amendment To Declaration of Condominium of the Twin Pines Condominium was recorded in Volume 400, page 394 as Document No. 203690.

Whereas, an Amendment To Declaration of Condominium of the Twin Pines Condominium was recorded in July 7, 1982 in Volume 415, page 402 as Document No. 209381.

Whereas, an Amendment To Declaration of Condominium of the Twin Pines Condominium was recorded on July 7, 1986 in Volume 482, page 635 as Document No. 234571.

Whereas, an Amendment To Declaration of Condominium of the Twin Pines Condominium was recorded on August 2, 2001 in Volume 986, page 566 as Document No. 375337.

Whereas, the Declaration of Condominium provides that the Declaration of Condominium can be amended by at least 75% of the Unit Owners.

Whereas, a new Condominium Plat has been created entitled 2<sup>nd</sup> Addendum Twin Pines Condominium and that the Unit Owners desire to amend the Declaration of Condominium consistent with the 2<sup>nd</sup> Addendum Twin Pines Condominium.

Whereas, the undersigned representing more than 75% of the Unit Owners of Twin Pines Condominium have consented to and do hereby amend the Declaration of Condominium by restating the Declaration of Condominium of Twin Pines Condominium in its entirety.

**ARTICLE I  
DECLARATION OF CONDOMINIUM OWNERSHIP**

The unit owners signing this Condominium Declaration declare that they are the sole owners of the land together with the improvements located thereon and all



easements, rights and appurtenances pertaining thereto and further declare that the property is submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

## **ARTICLE 2**

### **DEFINITIONS**

2.01. **Name.** The name of the condominium created by this Declaration (the "Condominium") is "Twin Pines Condominium".

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

2.03 **Address.** The address of the Condominium is County Highway F, Town of Lac du Flambeau, Vilas County, Wisconsin.

2.04 "Act" means the Condominium Ownership Act as now set forth in Chapter 703, Wis. Stats., or as hereafter amended.

2.05 "Association" means Twin Pines Condominium Owners' Association, an unincorporated Association of which all Unit Owners shall be members. The administration of the Association shall be governed by this Declaration and the By-Laws of Twin Pines Condominium Owners' Association.

2.06 "Building" means any structure(s) contained in or constituting the respective Units or a Common or Limited Common Element, located on the property and shown on the Plat.

2.07 "Common Elements" shall mean that portion of the property, other than the Units and Limited Common Elements.

2.08 "Common Expenses" mean:

- a. All sums lawfully assessed against the Unit Owners by the Association; and
- b. Expenses declared Common Expenses by the Act, by this Declaration or by the By-Laws of the Association.

2.09 "Declaration" means this instrument as it may be amended from time to time.

2.10 "Limited Common Elements" means a portion of the Common Elements serving exclusively a single unit or adjoining units as an inseparable appurtenance thereto including, but not limited to, those areas provided by Section 703.09(d), Wis.

Stats., and those areas designated on the Plat or in this Declaration as Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of one or more, but less than all, Unit Owners.

2.11 "Person" means any individual, corporation, partnership, association, trustee or other legal entity.

2.12 "Plat" means the Plat of survey of the Property, showing all Units and the real estate submitted pursuant to the provisions of the Act, said Plat attached hereto as Exhibit "A" and by this reference made a part hereof.

2.13 "Unit" means that part of the property designated as a "Unit" on the Plat, described further in this Declaration, and intended for any type of independent and exclusive use.

2.14 "Unit Owner" means the person or persons who own a Unit and an undivided interest in the Common and Limited Common Elements and facilities appurtenant to such Unit.

2.15 "Unit Number" means the number identifying a Unit in this Declaration and on the Plat.

### **ARTICLE 3**

#### **DESCRIPTION OF UNITS**

3.01 **Identification of Units.** The Condominium shall consist of nine (9) Units identified on the condominium plat attached hereto as Exhibit "A" together with the common elements and limited common elements. The Condominium Plat shows floor plans for each unit showing the layout, boundaries and dimensions of each unit. The Units shall be identified as Units 1, 2, 3, 4, 5, 6, 7, 8 and 9 as numbered on the Condominium Plat.

3.02 **Boundaries of Units.** Each Unit is a free standing structure and the boundaries of the Unit consist of the entire structure both on the exterior and interior of the Unit as shown on the Condominium Plat in Exhibit "A".

### **ARTICLE 4**

#### **PERCENTAGE INTERESTS; VOTING**

4.01 Each Unit Owner (except Unit 8) shall be entitled to the percentage of ownership in the Common Elements and to the number of votes at meetings of the Association as set forth in the Table below. The ownership of each Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

**TABLE**

| <u>Unit Number</u> | <u>Votes</u> | <u>Percentage<br/>of Ownership</u> |
|--------------------|--------------|------------------------------------|
| 1                  | 1            | 12.5%                              |
| 2                  | 1            | 12.5%                              |
| 3                  | 1            | 12.5%                              |
| 4                  | 1            | 12.5%                              |
| 5                  | 1            | 12.5%                              |
| 6                  | 1            | 12.5%                              |
| 7                  | 1            | 12.5%                              |
| 9                  | 1            | 12.5%                              |
| <b>TOTALS</b>      | <b>8</b>     | <b>100%</b>                        |

**ARTICLE 5**  
**SPECIAL PROVISIONS – UNIT 8**

**5.01 Special Situation.** Because of the fact that Unit 8 is used for commercial purposes (currently as a tavern and restaurant) which is different than the residential use for the remainder of the condominium property, the provisions of this Declaration, the By-laws of the Association and the Rules and regulations promulgated by the Association shall not apply to Unit 8, except as otherwise specified in this Declaration.

**5.02 Unit 8 has a Limited Common Element** as shown on the Condominium Plat in Exhibit "A" which is approximately 48,020 square feet and has 47 feet of lake frontage on North Placid Twin Lake. Located on Unit 8's Limited Common Element is Unit 8's well, LP tanks, septic tanks, septic vents, parking areas, grease traps, septic clean outs, septic drainfield, two (2) sheds, two (2) quonset huts, garage.

**5.03 Pier.** There is a pier located off of Unit 8's Limited Common Element as shown on the Condominium Plat. This pier is for use by Unit 8's business patrons, guests and invitees.

**5.04 Unit 8 shall not be permitted to use any of the Common Elements of the condominium.**

**5.05 The Unit Owner of Unit 8 shall maintain Unit 8 in good condition and repair, shall keep it free from waste and nuisance and in a clean, healthful and safe condition. Unit 8 shall not be used for any purpose that is unlawful, in whole or in**

part, or deemed to be disreputable, extra-hazardous or not in harmony with the natural surroundings and the Property and all laws, ordinances, orders, rules and regulations (whether federal, state or local) relating to its use, condition or occupancy shall be complied with.

**5.06 Leasing of Unit 8.** The Unit Owner of Unit 8 may lease Unit 8 to another entity or individual if such prospective lessee agrees to be bound by the provisions of this Declaration and such agreement is set forth in a written document to which the Association is a party.

**5.07 Services.** Unit 8 shall receive no services from the Association and it shall not be entitled to use any of the Common Elements or Facilities.

**5.08** Unit 8 has its own septic system and the Unit Owner of Unit 8 shall be responsible for replacing it when the necessity arises in the future within the Unit 8 Limited Common Element Area.

**5.09 Insurance.** In furtherance of its responsibility to obtain insurance for the Property, and because of the fact that the insurance needs of Unit 8 are significantly different from those of the other Units, the Association delegates to the Unit Owner of Unit 8 the responsibility for obtaining and paying all premiums on insurance against loss or damage by fire and such other hazards for not less than full replacement value of the Property insured, and a liability policy covering all claims commonly insured against. The Unit Owner of Unit 8 agrees to accept responsibility for acquiring such insurance and to provide the Association, when reasonably requested, with evidence that such insurance coverage is in effect.

**5.10** For purposes of any vote or approval required in this Declaration, the Unit Owner of Unit 8 shall not be included. The Unit 8 Owner shall receive none of the notices provided for in this Declaration except for those notices that relate specifically to Unit 8.

**5.11** Units 1, 2, 3, 4, 5, 6, 7 and 9 of Twin Pines Condominium shall have the right to use the shore line area of Unit 8 (the Limited Common Element shore line of Unit 8 consisting of 47 feet in length as shown on the Condominium Plat) for the purpose of launching boats or retrieving boats.

## **ARTICLE 6**

### **RENTING / LEASING PROHIBITED**

**6.01** No Unit Owner of Units 1, 2, 3, 4, 5, 6, 7 and 9 shall rent/lease a unit at any time. Use of the Unit shall only be by the Unit Owner, family members, guests or invitees and at no time shall the Unit be rented or leased.

**ARTICLE 7**  
**UNIT 1**

7.01 Unit 1 as shown on the 2<sup>nd</sup> Addendum of Condominium Plat (Exhibit "A") consists of:

- A. Unit 1
- B. 2 Limited Common Element parking spaces.
- C. 2 LP tanks located within Unit 1's Limited Common Element boundary.
- D. Water valve outside of the Limited Common Element boundary
- E. Firepit outside of the Limited Common Element boundary.
- F. Septic tank and seepage area.
- G. Limited Common Element shed.
- H. Common well shared with Unit 2, 3, 4, 5, 6, 7 and 9.
- I. Boat Slip No.1 on the Common Pier as shown on Exhibit "B".

**ARTICLE 8**  
**UNIT 2**

8.01 Unit 2 as shown on the 2<sup>nd</sup> Addendum of Condominium Plat (Exhibit "A") consists of:

- A. Unit 2
- B. 2 Limited Common Element parking spaces.
- C. LP tank located within Unit 2's Limited Common Element boundary.
- D. Firepit outside of the Limited Common Element boundary.
- E. Septic tank, septic vent and drainfield that Unit 2 shares with Unit 3.
- F. Limited Common Element Shed.
- G. Common well shared with Units 1, 3, 4, 5, 6, 7 and 9.
- H. Boat Slip No.2 on the Common Pier as shown on Exhibit "B".

**ARTICLE 9**  
**UNIT 3**

9.01 Unit 3 as shown on the 2<sup>nd</sup> Addendum of Condominium Plat (Exhibit "A") consists of:

- A. Unit 3
- B. 2 Limited Common Element parking spaces.
- C. LP tank located within Unit 3's Limited Common Element boundary.
- D. Firepit outside of the Limited Common Element boundary.
- E. Water valve.
- F. Septic clean outs

- G. Septic tank, septic vent and drainfield that Unit 3 shares with Unit 2.
- H. Limited Common Element Shed.
- I. Common well shared with Units 1, 2, 4, 5, 6, 7 and 9.
- J. Boat Slip No.3 on the Common Pier as shown on Exhibit "B".

**ARTICLE 10**  
**UNIT 4**

10.01 Unit 4 as shown on the 2<sup>nd</sup> Addendum of Condominium Plat (Exhibit "A") consists of:

- A. Unit 4
- B. 2 Limited Common Element parking spaces.
- C. LP tank located within Unit 4's Limited Common Element boundary.
- D. Firepit outside of the Limited Common Element boundary.
- E. Water valve.
- F. Septic drainfield that Unit 4 shares with Units 5, 6, and 9.
- G. Limited Common Element Shed to be built.
- H. Common Well shared with Units 1, 2, 3, 5, 6, 7 and 9.
- I. Boat Slip No.4 on the Common Pier as shown on Exhibit "B".

**ARTICLE 11**  
**UNIT 5**

11.01 Unit 5 as shown on the 2<sup>nd</sup> Addendum of Condominium Plat (Exhibit "A") consists of:

- A. Unit 5
- B. 2 Limited Common Element parking spaces.
- C. LP tank located inside Unit 5's Limited Common Element boundary.
- D. Firepit outside of the Limited Common Element boundary.
- E. Water valve.
- F. Septic clean out.
- G. Septic drainfield that Unit 5 shares with Units 4, 6 and 9.
- H. Limited Common Element Shed that Unit 5 shares with Unit 6.
- I. Common Well shared with Units 1, 2, 3, 4, 6, 7 and 9.
- J. Boat Slip No.5 on the Common Pier as shown on Exhibit "B".

**ARTICLE 12**  
**UNIT 6**

12.01 Unit 6 as shown on the 2<sup>nd</sup> Addendum of Condominium Plat (Exhibit "A") consists of:



- A. Unit 6
- B. 2 Limited Common Element parking spaces.
- C. LP tank located inside Unit 6's Limited Common Element boundary.
- D. Water valve
- E. Septic drainfield that Unit 6 shares with Units 4, 5, and 9.
- F. Limited Common Element Shed that Unit 6 shares with Unit 5.
- G. Common Well shared with Units 1, 2, 3, 4, 5, 7 and 9.
- H. Boat Slip No.6 on the Common Pier as shown on Exhibit "B".

**ARTICLE 13**  
**UNIT 7**

13.01 Unit 7 as shown on the 2<sup>nd</sup> Addendum of Condominium Plat consists of:

- A. Unit 7
- B. 2 Limited Common Element parking spaces.
- C. LP tank located outside Unit 7's Limited Common Element boundary.
- D. Water valve.
- E. Septic tank, septic vent. septic clean out and septic drainfield.
- F. Limited Common Element Shed to be built.
- G. Common Well shared with Units 1, 2, 3, 4, 5, 6 and 9.
- H. Boat Slip No. 7 on the Common Pier as shown on Exhibit "B".

**ARTICLE 14**  
**UNIT 9**

14.01 Unit 9 as shown on the 2<sup>nd</sup> Addendum of Condominium Plat consists of:

- A. Unit 9
- B. 2 Limited Common Element parking spaces.
- C. LP tank located inside Unit 2's Limited Common Element boundary.
- D. Septic drainfield that Unit 9 shares with Units 4, 5, and 6.
- E. Limited Common Element Shed to be built.
- F. Common Well shared with Units 1, 2, 3, 4, 5, 6 and 7.
- G. Boat Slip No. 9 on the Common Pier as shown on Exhibit "B".

**ARTICLE 15**  
**ALTERNATE /REPLACEMENT SEPTIC**  
**DRAINFIELD AREAS**

15.01 The Condominium Plat shows a replacement septic area for Units 1, 4, 5, 6 and 9.

15.02 The Condominium Plat shows an alternate septic drainfield for Unit 7.

## **ARTICLE 16**

### **COMMON PIER**

16.01 The Common Pier shown on the Condominium Plat is for the use of Units 1, 2, 3, 4, 5, 6, 7 and 9. Unit 8 shall not have the right to the use of the Common Pier. Boat Berthing slips for the Units on the Common Pier are designated on Exhibit "B". No Unit owner can rent out a boat berthing slip. The boat berthing slip is assigned exclusively to that Unit for the only use by Unit owner.

## **ARTICLE 17**

### **CONDOMINIUM ASSOCIATION**

17.01 **General.** All Unit Owners (except Unit 8) shall be entitled and required to be a member of an association of Unit Owners know as "Twin Pines Condominium Owners Association", (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium.

The powers and duties of the Association shall include those set forth in Chapter 708, Wisconsin Statutes (the "Condominium Ownership Act") and this Declaration. All Unit Owners, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations") and this Declaration. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

17.02 **Board of Directors.** The affairs of the Association shall be governed by the Board of Directors. There shall be three ( 3 ) Board of Directors. A member of the Board of Directors shall be a unit owner.

## **ARTICLE 18**

### **ALTERATION AND IMPROVEMENTS**

18.01 **Alteration and Improvements of Common Elements.** No alterations, additions, or improvements shall be made in any Common Elements without the prior written approval of Owners representing 75% or more of the total ownership. Any alterations, additions or improvements made to any common elements shall be done subject to any and all town, county and state zoning ordinances and regulations.

18.02 **Alteration and Improvements of Limited Common Elements.** Any



modification of the Limited Common Elements appurtenant to a Unit other than change in boundary, shall require the written approval of owners representing 75% or more of the total ownership, and the cost of such modification shall be borne by the Unit Owner served thereby unless the Board determines otherwise. Any modification to the limited common elements shall be done subject to any and all town, county and state zoning ordinances and regulations.

**18.03 Alteration and Improvements of Units.** A Unit Owner may make any improvements or alterations within his/her unit that does not impair the structural integrity or lessen the support of any portion of the condominium. A Unit Owner may not change the exterior or any portion of the condominium without written permission of the Board of Directors of the association. Any improvements or alterations by a Unit Owner shall be done subject to any and all town, county and state zoning ordinances and regulations.

## **ARTICLE 19**

### **MAINTENANCE, OPERATING AND CONTRACTUAL COSTS**

**19.01 Association Duties.** The Association, as a charge to Common Expense, shall pay for all expenses necessary to manage and maintain the Common Elements.

The Association may assess, in whole or in part, the cost of any repair or maintenance of the Limited Common Elements to the Unit Owners benefited thereby.

**19.02 Unit Owner's Duties and Payments.** Each Unit Owner, at his own cost and expense, shall pay for, repair, replace and maintain:

1. All assessments made by the Association against his Unit and his percentage of the Common Elements.
2. All assessments made by the Association against his Unit for repair or maintenance of the Limited Common Elements appurtenant to his Unit.
3. All real property taxes, personal property taxes, and any special assessments against his Unit and his percentage of the Common Elements, as may be assessed by the town and any other government authority.
4. All equipment and improvements within the boundary of his Unit.
5. Insurance costs for his personal property and liability for his Unit.

**19.03 Decorating.** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating of rooms within his Unit from time to time. Each such Unit Owner shall maintain all interior surfaces in good condition at his sole expense as may be required, said maintenance and use being subject to the rules and regulations of the Association.

## **ARTICLE 20**

### **INSURANCE**

**20.01 Liability Insurance.** The Association shall obtain public liability and property damage insurance insuring all of the Common Areas, Elements and Facilities of the condominium and insuring the Association and the Unit Owners, as their interest may appear, in such amounts as the Board of Directors may from time to time determine. Premiums for the payment of such insurance shall be paid by the Association and charged to the common expenses. The exception to this is Unit 8 which is responsible for securing its own insurance.

#### **20.02 Casualty Insurance.**

**A. Insurance to be Obtained.** The Board of Directors of the Association shall obtain fire and extended coverage insurance insuring all of the insurable improvements which are Common Elements or Facilities in the condominium, including such improvements as are constructed in the future, if any, and insuring all personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear. Said insurance shall be with a reputable company or companies and shall be in an amount equal to the maximum insurable replacement value of the insured property as determined from time to time by the Board of Directors. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged to the common expense.

**B. Loss Payable Provisions.** All policies of the Association shall inure to the benefit of the Association, all Unit Owners and their mortgagees, as their interests may appear.

**20.03 Unit Owner's Insurance.** Each individual unit owner shall be required to purchase, at his own expense, liability insurance to insure against liability for accidents occurring within his own Unit or on the Unit's Limited Common elements and shall purchase such casualty insurance on his personal property and living expense insurance as he wishes, such insurance being the responsibility of each Unit Owner and not the Association. Each individual Unit Owner shall be required to purchase fire and extended coverage insurance insuring his Unit and the Unit's Limited Common elements to the maximum insurable value thereof, and all such insurance shall be obtained from a reputable company or companies. In the event that damage or loss occurs to a Unit, the Unit shall be repaired, reconstructed or rebuilt with the proceeds of said insurance. Said repair, reconstruction or rebuilding shall be commenced within six (6) months after the date of receipt of said proceeds.

**ARTICLE 21**  
**ASSESSMENTS**

21.01 The Association shall levy general assessments against all Unit Owners for the purpose of maintaining a fund from which common expenses may be paid.

21.02 Each Unit Owner shall be liable and pay the Association for a proportionate share of the Common Expenses.

21.03 **Payment Date.** Assessments shall be paid semi-annually in advance, or in such other installments as the Association may determine from time to time. Special assessments shall be paid at such time or times in a lump sum or in such installments as the Association may determine.

21.04 **Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments against Unit Owners for any purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine.

21.05 **Lien for Nonpayment of Assessments.** The Association shall have a lien (from the date an assessment is made) upon any Unit for assessments made against that Unit which remains unpaid, which lien shall be prior to all liens set forth in Wis. Stats. 703.16, including, but not limited to, all sums unpaid on a first mortgage and recorded prior to the date of the assessment. This lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney's fees. The lien may be recorded in the records of the Register of Deeds of Vilas County, Wisconsin, by an instrument executed by the Association, and the lien may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or abandonment of occupancy of an Owner. No Unit Owner may withhold payment of an assessment, or any part of it, because of any dispute which may exist among a Unit Owner and the Association, but rather the Unit Owner shall pay all assessments pending resolution of any dispute.

**ARTICLE 22**  
**SALE OF UNIT**

22.01 In the event any Unit Owner wishes to sell his Unit, the Association shall have the right of first refusal to purchase said Unit upon the same terms and conditions as are offered by the Owner to a third person. Any such attempt to sell without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser.

Before accepting any Offer To Purchase to sell any Unit, the Unit Owner shall deliver to the Board of Directors of the Association written notice containing the terms of the Offer he has received or which he wishes to accept, the name and address of the person or persons to whom the proposed sale or transfer is to be made and such other information as may be required by the Board of Directors.

The Board of Directors, within ten (10) days after receiving such written notice, and such supplemental information as it requires, shall either consent to the transaction specified in said notice or shall elect to have the Association purchase the Unit on the same terms and conditions contained in said written notice.

If the Board of Directors fails, within fifteen (15) days, to provide such Unit Owner with a consent or an election to exercise its option to purchase the Unit, the Unit Owner shall be free to complete the sale indicated in his notice to the Association.

The provisions of this Section shall not be applicable to Court ordered judicial sales, or to deeds back to institutional mortgagees in lieu of foreclosure.

### **ARTICLE 23** **AMENDMENTS**

23.01 This Condominium Declaration can only be amended with the written consent of at least (75%) percent of the Unit Owners (except Unit 8). A Unit Owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any.

Any amendment to this Declaration affecting the percentages of ownership interest in the Common Elements, votes in the Association, or boundaries of Units, Limited Common Elements, or Common Elements, shall require the unanimous votes of all Unit Owners.

A properly approved amendment shall become effective when recorded in the Register of Deeds office in Vilas County.

Any amendment to the Declaration must comply with State and County Codes.

### **ARTICLE 24** **COMPLIANCE**

24.01 Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Association By-Laws, the Rules and Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. By purchasing a Unit, the Owner agrees to abide by such terms.

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration, the By-Laws of the Association or the Rules and Regulations shall not constitute a waiver of the rights to do so thereafter.

## **ARTICLE 26**

### **MISCELLANEOUS PROVISIONS**

**25.01 No Exemption from Common Expenses.** No Unit Owner may exempt himself from liability for contribution toward the Common Expenses by wavier of the use and enjoyment of any of the Common Elements or Limited Common Elements.

**25.02 Construction.** All provisions of this Declaration and the Plat amendments thereto shall be construed to be covenants running with the land and of every party thereof and interest therein.

**25.03 Invalidity of a Provision.** If any of the provisions of this Declaration, the Association's By-Laws, of the Act, or of any section, sentence, clause phrase, word or application of any of them in any circumstances is held invalid, the validity of the remainder of them shall not be affected thereby.

**25.04 Controlling Document.** In all cases of conflict, this Declaration shall be considered the controlling document.

**25.05 Use Restriction.** Each Unit Owner shall be entitled to the exclusive use of his Unit. Units 1, 2, 3, 4, 5, 6, 7 and 9 shall be used for residential purposes and for no other purpose. A unit owner may not rent his/her unit.

**25.06 Separate Mortgagee.** Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance of his respective Unit, together with his respective ownership interests in the Common and Limited Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the property or any part thereof, except to the extent of his Unit and his respective ownership interest in the Common Elements.



Dated this 19<sup>th</sup> day of October, 2014

Unit 1 Owner

Robert J. Vetter  
Robert J. Vetter

Teresa M. Vetter  
Teresa M. Vetter

STATE OF WISCONSIN )

) ss

Vilas COUNTY )

Personally came before me this 19<sup>th</sup> day of October, 2014, the above named Robert J. Vetter and Teresa M. Vetter, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Dean L. Selt  
Notary Public, State of Wisconsin  
My Commission: 9/8/2017

Dated this 17<sup>th</sup> day of October, 2014

Unit 2 Owner

Gerald R. Sliter

Gerald R. Sliter

Diane L. Sliter

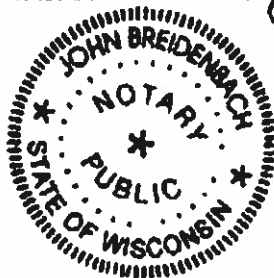
Diane L. Sliter

STATE OF WISCONSIN )

) SS

Dane COUNTY )

Personally came before me this 17 day of October, 2014, the above named  
Gerald R. Sliter and Diane L. Sliter, to me known to be the persons who executed the  
foregoing instrument and acknowledged the same.



John Breidenbach  
Notary Public, State of Wisconsin  
My Commission: 3-19-17



Dated this 17 day of Oct. 2014

Unit 3 Owner

Paul F. Stinski  
Paul F. Stinski

Christine E. Stinski  
Christine E. Stinski

STATE OF WISCONSIN )

) SS

Vilas COUNTY )

Personally came before me this 17 day of Oct, 2014, the above named Paul F. Stinski and Christine E. Stinski, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Diane L. Stinski  
Notary Public, State of Wisconsin  
My Commission: 9/8/2017

Dated this 6 day of October, 2014

Unit 4 Owner

Scott D. Hunger

Scott D. Hunger

Ann Hunger

Ann Hunger

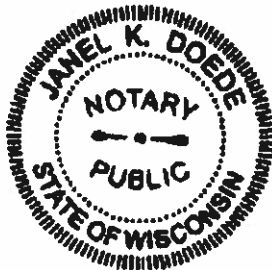
STATE OF WISCONSIN )

) SS

Marathon COUNTY )

Personally came before me this 6 day of October, 2014, the above named **Scott D. Hunger and Ann Hunger**, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Janel K. Doede  
Notary Public, State of Wisconsin  
My Commission: 10-11-15



Dated this 19 day of October, 2014

Unit 5 Owner

Thomas M. Vetter  
Thomas M. Vetter

Joann M. Vetter  
Joann M. Vetter

STATE OF WISCONSIN )

) SS

Vilas COUNTY )

Personally came before me this 19 day of October, 2014, the above named **Thomas M. Vetter and Joann M. Vetter**, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Paul L. Suta  
Notary Public, State of Wisconsin  
My Commission: 9/8/2017

Dated this 10 day of OCTOBER 2014

Unit 6 Owner

James K. Harker  
James K. Harker

Joan E. Harker  
Joan E. Harker

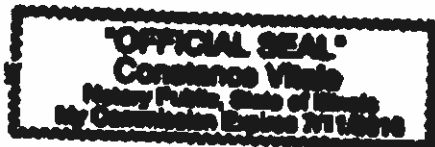
STATE OF ILLINOIS )

) SS

COOK COUNTY )

Personally came before me this 24 day of OCTOBER, 2014, the above named James K. Harker and Joan E. Harker, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Constance V. Harker  
Notary Public, State of Illinois  
My Commission:



Dated this 19<sup>th</sup> day of October, 2014

Unit 7 Owner

Denise M. Jenz

STATE OF WISCONSIN )

) SS

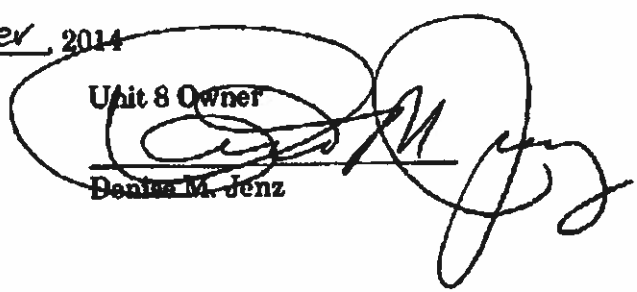
Vilas COUNTY )

Personally came before me this 19<sup>th</sup> day of October, 2014, the above named **Denise M. Jenz**, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Daniel L. Selt  
Notary Public, State of Wisconsin  
My Commission: 9/8/2017

Dated this 19<sup>th</sup> day of October, 2014

Unit 8 Owner

  
Denise M. Jenz

STATE OF WISCONSIN )

) ss

Vilas COUNTY )

Personally came before me this 19<sup>th</sup> day of October, 2014, the above named Denise M. Jenz, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin

My Commission: 9/8/2017

Dated this 31<sup>st</sup> day of MARCH, ~~2013~~ <sup>2014</sup>

Unit 9 Owner

Robert F. Kramer

Robert F. Kramer

STATE OF ILLINOIS     )

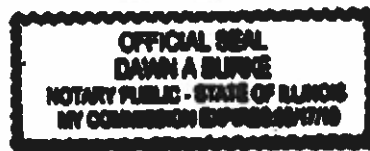
                              ) SS

WILL COUNTY     )

Personally came before me this 31<sup>st</sup> day of MARCH, 2014, the above named Robert F. Kramer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Dawn A. Surge

Notary Public, State of ~~Wisconsin~~  
My Commission: Illinois





### CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage on Unit 51 of Twin Pines condominium, does hereby consent to all of the terms and conditions of the foregoing Restatement of Declaration of Condominium of Twin Pines Condominium, and agrees that its interest in the property described on Exhibit A shall be subject to all respects to the terms thereof

Dated this 17<sup>th</sup> Day of Feb, 2015

By: Sandra J Gregg  
Name: Sandra J Gregg  
Title: VP Retail Loan Contract Servicing  
& Project Manager

### ACKNOWLEDGMENT

STATE OF WI  
SS  
Portage (COUNTY)

Personally came before me this 17<sup>th</sup> day of Feb, 2015, the above named Sandra J Gregg, who acknowledged himself or herself to be the VP of Associated Bank and to me know to be the person who executed the foregoing instrument and acknowledge the same.

Cathy A. Foley  
Notary Public, State of Wisconsin  
My Commission: 8-15-17

This document drafted by  
and should be returned to:  
John C. Houlahan  
Houlahan Law Firm, S.C.  
P.O. 630  
Minocqua, WI 54548  
(715) 356-1422



## CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage on Unit 2 of Twin Pines condominium, does hereby consent to all of the terms and conditions of the foregoing Restatement of Declaration of Condominium of Twin Pines Condominium, and agrees that its interest in the property described on Exhibit A shall be subject to all respects to the terms thereof.

Dated this 31<sup>st</sup> Day of March, 2015

By: Mark C. Barberino  
Name: Mark C. Barberino  
Title: SUPRECCO

## ACKNOWLEDGMENT

STATE OF Wisconsin  
Dane COUNTY) SS

Personally came before me this 31<sup>st</sup> day of March, 2015, the above named Mark C. Barberino, who acknowledged himself or herself to be the SVP + CEO of Oregon Community BK, and to me know to be the person who executed the foregoing instrument and acknowledge the same.

Jean M. Carlson  
Notary Public, State of Wisconsin  
My Commission: expires 11-6-2017

**This document drafted by  
and should be returned to:  
John C. Houlihan  
Houlihan Law Firm, S.C.  
P.O. 630  
Minocqua, WI 54548  
(715) 356-1422**



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage on Unit 4 of Twin Pines Condominium, does hereby consent to all of the terms and conditions of the foregoing Restatement of Declaration of Condominium of Twin Pines Condominium, and agrees that its interest in the property described on Exhibit A shall be subject to all respects to the terms thereof.

Dated this 20 day of ~~OCTOBER~~ 2014

John Kordus  
By. [Signature]  
Name. John Kordus  
Title. OWNER

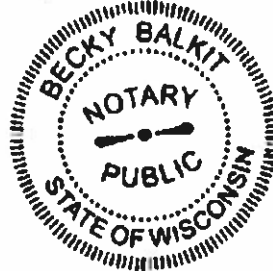
ACKNOWLEDGMENT

STATE OF Wisconsin)  
Marathon COUNTY ) ss

Personally came before me this 20<sup>th</sup> day of October, 2014, the above named John Kordus, who acknowledged himself or herself to be the OWNER of Twin Pines Woods, and to me known to be the person who executed the foregoing instrument and acknowledge the same.

Becky Balcit  
Notary Public, State of Wisconsin  
My Commission 5.15.17

This document drafted by  
and should be returned to:  
John C. Houlihan  
Houlihan Law Firm, SC.  
P.O. Box 630  
Minocqua, WI 54348  
(715) 336-1422



### CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage on Unit 5 of Twin Pines condominium, does hereby consent to all of the terms and conditions of the foregoing Restatement of Declaration of Condominium of Twin Pines Condominium, and agrees that its interest in the property described on Exhibit A shall be subject to all respects to the terms thereof.

Dated this 10th Day of Feb, 2011

Anchor Bank  
By: Wm J. Arch  
Name: William J. Arch  
Title: Mo

## ACKNOWLEDGMENT

STATE OF WI )  
 )SS  
Dane COUNTY,

Personally came before me this 10th day of Feb, 2011, the above  
named William J. Archard, who acknowledged himself or herself to be the  
VP of Archard Bank, and to me know to be the person who executed the  
foregoing instrument and acknowledge the same.

same.

Kate L. S.  
Notary Public, State of WI  
My Commission 11/2/19

**This document drafted by  
and should be returned to:  
John C. Houlihan  
Houlihan Law Firm, S.C.  
P.O. 630  
Minnetonka, WI 54548  
(715) 358-1422**



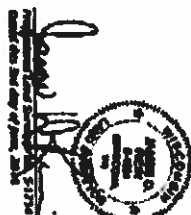
2nd Addendum  
TWIN PINES  
CONDOMINIUM

Plat of  
Lots 18, 19, 20, 21, 22 & 23

B.O. LARSON'S SUBDIVISION  
GOVT. LOT 2  
SECTION 26, T40N, R5E

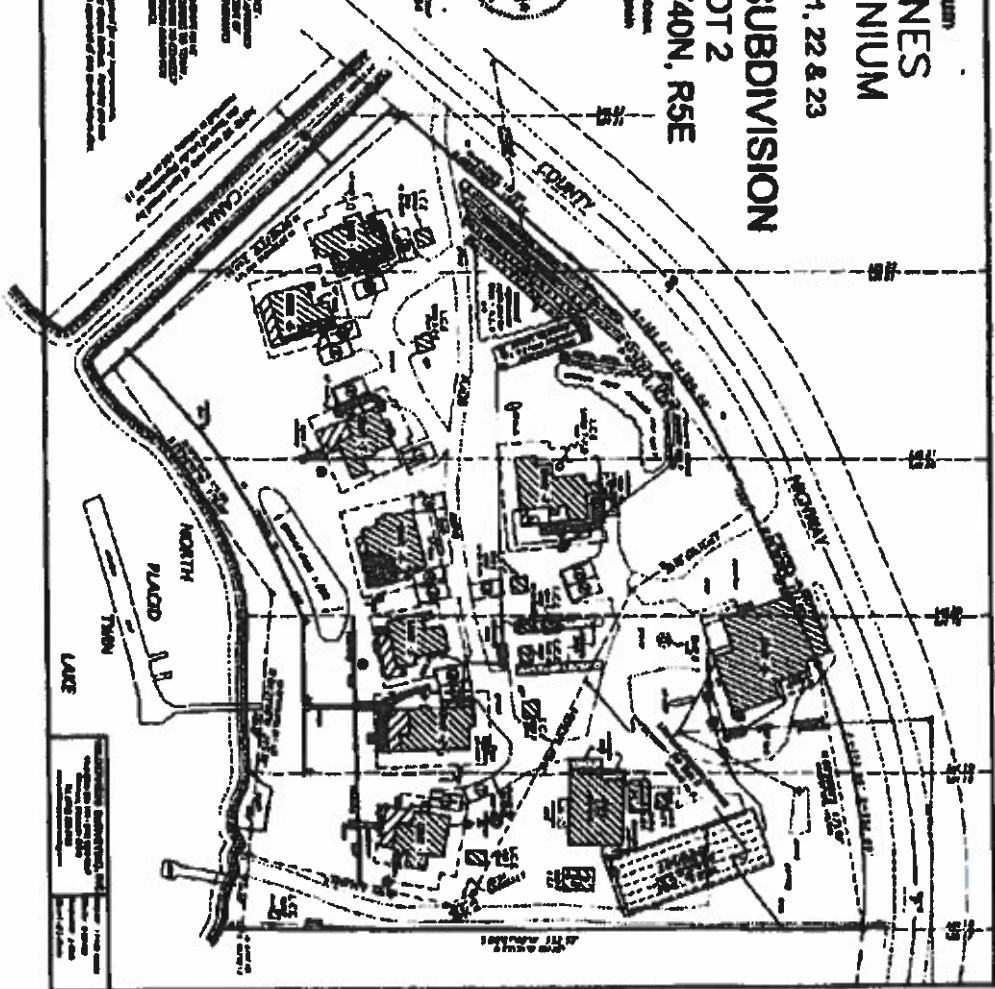
Plat of Lot 2, Township  
T40N, Range 5E, Sec. 26, T40N, R5E

- 1. The area shown on this plat is a portion of the B.O. Larson's Subdivision, Govt. Lot 2, Section 26, T40N, R5E, and is subject to the provisions of the plat of the same.
- 2. The area shown on this plat is a portion of the B.O. Larson's Subdivision, Govt. Lot 2, Section 26, T40N, R5E, and is subject to the provisions of the plat of the same.
- 3. The area shown on this plat is a portion of the B.O. Larson's Subdivision, Govt. Lot 2, Section 26, T40N, R5E, and is subject to the provisions of the plat of the same.
- 4. The area shown on this plat is a portion of the B.O. Larson's Subdivision, Govt. Lot 2, Section 26, T40N, R5E, and is subject to the provisions of the plat of the same.
- 5. The area shown on this plat is a portion of the B.O. Larson's Subdivision, Govt. Lot 2, Section 26, T40N, R5E, and is subject to the provisions of the plat of the same.
- 6. The area shown on this plat is a portion of the B.O. Larson's Subdivision, Govt. Lot 2, Section 26, T40N, R5E, and is subject to the provisions of the plat of the same.
- 7. The area shown on this plat is a portion of the B.O. Larson's Subdivision, Govt. Lot 2, Section 26, T40N, R5E, and is subject to the provisions of the plat of the same.
- 8. The area shown on this plat is a portion of the B.O. Larson's Subdivision, Govt. Lot 2, Section 26, T40N, R5E, and is subject to the provisions of the plat of the same.
- 9. The area shown on this plat is a portion of the B.O. Larson's Subdivision, Govt. Lot 2, Section 26, T40N, R5E, and is subject to the provisions of the plat of the same.
- 10. The area shown on this plat is a portion of the B.O. Larson's Subdivision, Govt. Lot 2, Section 26, T40N, R5E, and is subject to the provisions of the plat of the same.



1162,000 sq. ft. TOTAL AREA  
1162,000 sq. ft. area within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline

1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline  
1162,000 sq. ft. of shoreline within 100' of shoreline



|                 |                       |
|-----------------|-----------------------|
| Surveyor's Seal | State of North Dakota |
| No. 1234        | 1985                  |
| B.O. LARSON     |                       |

2nd Addendum  
**TWIN PINES  
 CONDOMINIUM**

Lots 18 - 23

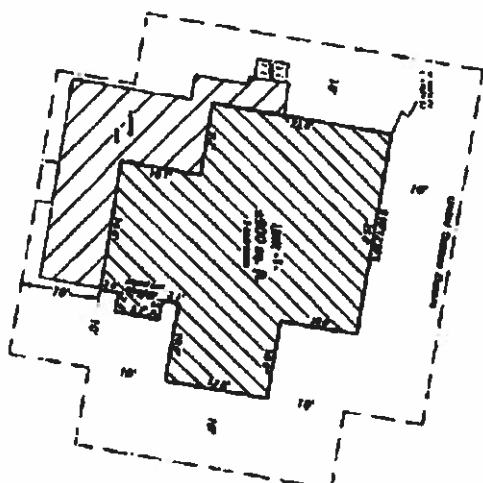
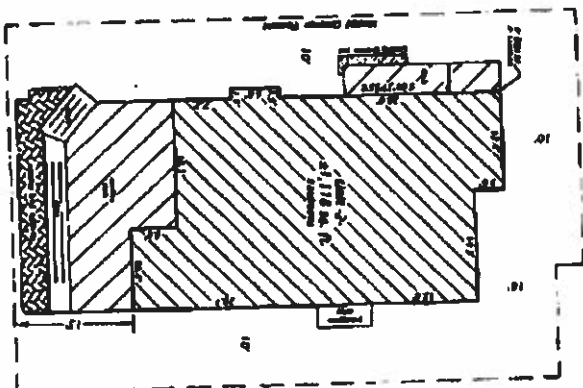
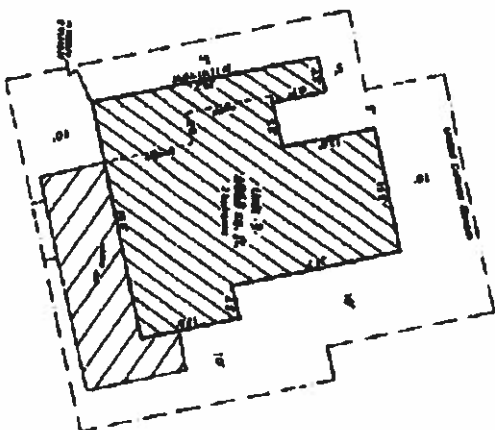
Part of

**B.O. LARSON'S SUBDIVISION**

GOVT. LOT 2

SECTION 26, T40N, R5E

Town of Lake of the Pines,  
 Vilas County, Wisconsin



Prepared by: B.O. Larson  
 Date: 10/1/88  
 Title: 2nd Addendum  
 Project: Twin Pines Condominium



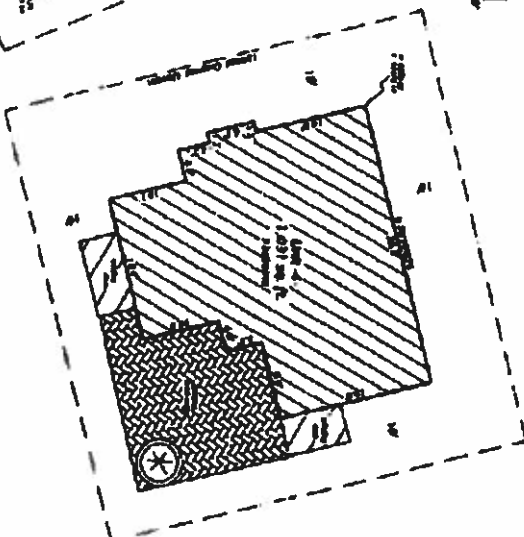
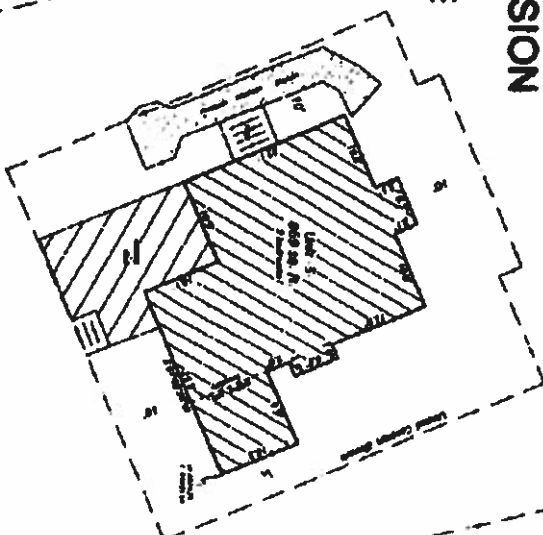
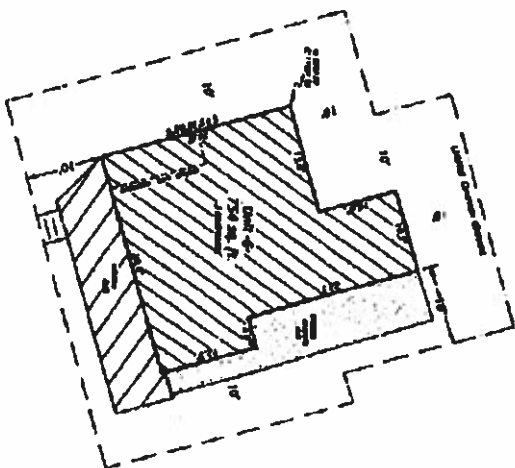
2nd Addendum  
**TWIN PINES  
 CONDOMINIUM**

Plat 12  
 Lots 18 - 23



**B.O. LARSON'S SUBDIVISION**  
 GOVT. LOT 2  
 SECTION 26, T40N, R5E

State of Wisconsin  
 County of Milwaukee



Surveyed by [Name]  
 Date [Date]  
 [Signature]



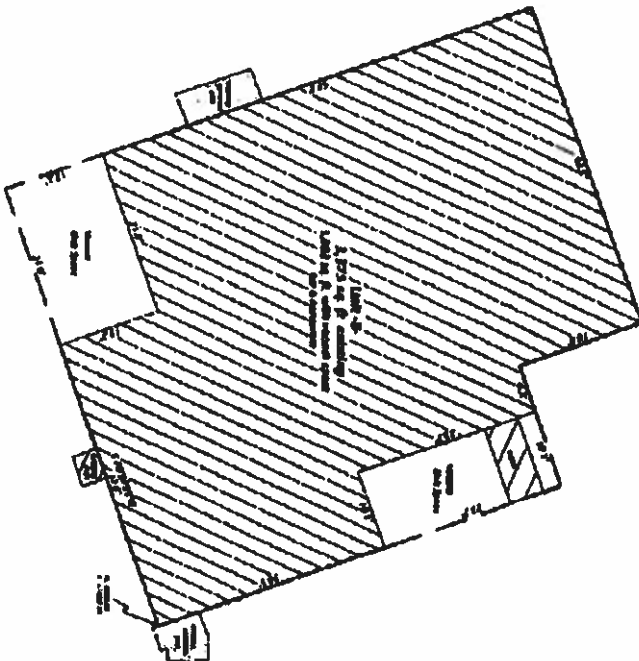
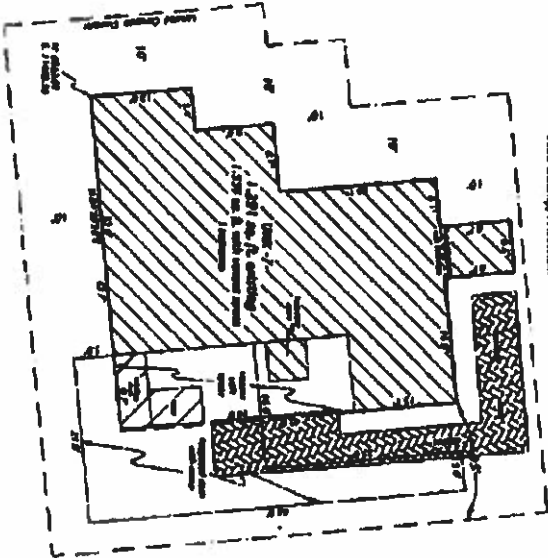
2nd Addendum  
TWIN PINES  
CONDOMINIUM

Page 2  
Lots 18 - 23



**B.O. LARSON'S SUBDIVISION**  
GOVT. LOT 2  
SECTION 26, T40N, R5E

Town of Lucas, Wisconsin  
Vern County, Wisconsin



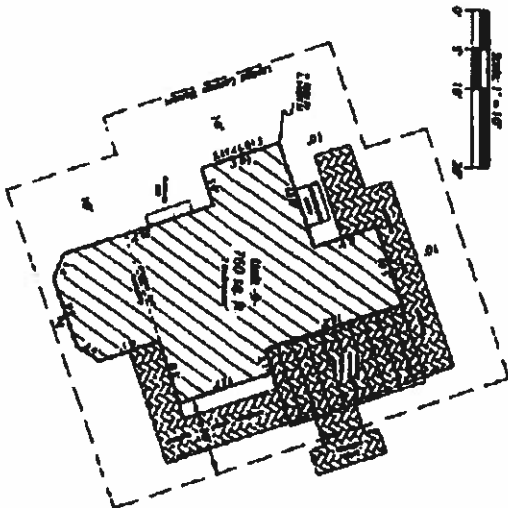
RECORDED IN THE REGISTRY OF THE  
COUNTY CLERK OF VERN COUNTY, WISCONSIN  
ON 10/10/2018 AT 10:00 AM  
BY 10/10/2018 AT 10:00 AM

**TWIN  
2nd Addendum  
TWIN PINES  
CONDOMINIUM**

Part of  
**Lot 16 - 23**

**B.O. LARSON'S SUBDIVISION  
GOVT. LOT 2  
SECTION 26, T40N, R5E**

Town of Lake du Nord, Minn.  
Village Council, Resolution



**ARTICLE I. GENERAL PROVISIONS**

1. These rules and regulations shall be known as the "Twin Pines Condominium Rules and Regulations" and shall be a part of the Condominium Declaration and the Condominium Bylaws. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association.

2. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association.

3. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association.

4. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association.

5. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association. These rules and regulations shall be subject to the approval of the Village Council and the Board of Directors of the Condominium Association.



**ARTICLE II. CONDOMINIUM ASSOCIATION**

1. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium.

2. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium.

3. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium.

4. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium.

5. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium.

6. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium.

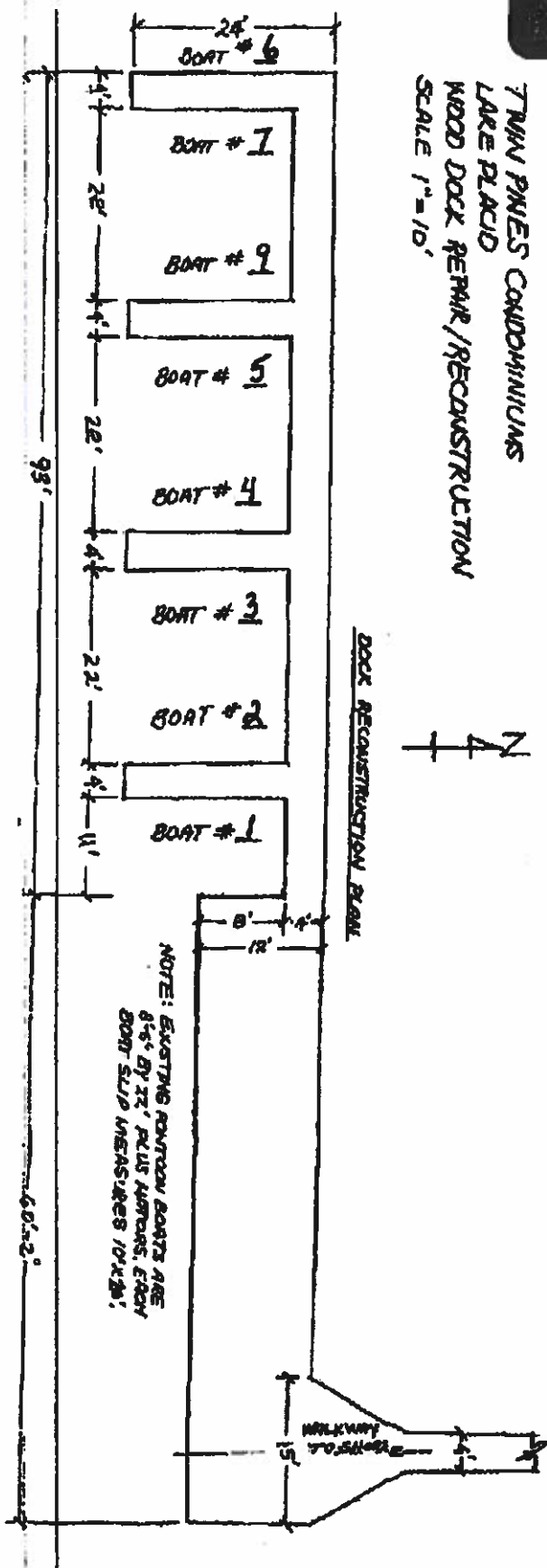
7. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium.

8. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium. The Condominium Association shall be organized and operated for the purpose of managing the Condominium and for the benefit of the owners of the Condominium.

THU PINES CONDOMINIUMS  
LAKE PLACID  
WOOD DOCK REPAIR/RECONSTRUCTION  
SCALE 1"=10'



DOCK RECONSTRUCTION PLAN



Document No.

**6<sup>TH</sup> AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF TWIN PINES CONDOMINIUM**

**Doc # 556756**

Recorded

September 11, 2018 11:00 AM



Christine Walker, Register of Deeds

Vilas County, WI

Total Pages: 13

Fee Amount: \$30.00

Return to:

JOHN C. HOULIHAN

HOULIHAN LAW FIRM, S.C.

P.O. BOX 630

MINOCQUA, WI 54548

Parcel Numbers

WHEREAS, the Declaration of Condominium of Twin Pines Condominium dated June 13, 1979 and recorded June 15, 1979 in the Vilas County Register of Deeds' office in Volume 369, page 166 as Document No. 191918, dedicated the property described therein to the condominium form of ownership;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded in Volume 400, page 394 as Document No. 203690;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded on July 7, 1982 in Volume 415, page 402 as Document No. 209381;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded on July 7, 1986 in Volume 482, page 635 as Document No. 234571;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded on August 2, 2001 in Volume 986, page 566 as Document No. 375337;

WHEREAS, a new Condominium Plat had been created entitled 2<sup>nd</sup> Addendum Twin Pines Condominium and that a 5<sup>th</sup> Amendment to Declaration of Condominium consistent with the 2<sup>nd</sup> Addendum Twin Pines Condominium was recorded in the Vilas County Register of Deeds' office on October 18, 2016 as Document No. 541125;

WHEREAS, a new Condominium Plat has been created entitled Third Addendum Twin Pines Condominium (see Third Addendum attached and marked as Exhibit "A") and that the Unit Owners desire to amend certain provisions of the Declaration of Condominium consistent with the Third Addendum Twin Pines Condominium (Exhibit "A" attached);

WHEREAS, the Declaration of Condominium provides that the Declaration of Condominium can be amended by at least 75% of the Unit Owners;

WHEREAS, the undersigned representing more than 75% of the Unit Owners of Twin Pines Condominium have consented to this 6<sup>th</sup> Amendment to the Declaration of Condominium and hereby amend certain provisions of the Declaration of Condominium consistent with the Third Addendum Twin Pines Condominium as follows:

1. Article 10 Unit 4 is amended to provide that the Limited Common Element area around Unit 4 is expanded on the south with a 10' x 20' expansion area as shown on the Third Addendum Twin Pines Condominium. The purpose of the 10' x 20' expansion area is to enlarge Unit 4's patio area into the expansion area.
2. Article 11 Unit 5 is amended to provide that Unit 5 has its own Limited Common Element Shed as is shown on the Third Addendum Twin Pines Condominium. Unit 5 no longer shares this shed with Unit 6.
3. Article 12 Unit 6 is amended to provide that Unit 6 has its own Limited Common Element Shed as is shown on the Third Addendum Twin Pines Condominium. Unit 6 no longer shares a shed with Unit 5.

Other than the foregoing amendments, all other terms and conditions of the 5<sup>th</sup> Amendment to Declaration of Condominium of Twin Pines Condominium recorded as Document No. 541125 shall remain in full force and effect.

Dated this 7 day of July, 2018.

UNIT 1 OWNER

Robert J. Vetter  
Robert J. Vetter

Teresa M. Vetter  
Teresa M. Vetter

STATE OF Wisconsin )  
Dane COUNTY ) ss

Personally came before me this 7th day of July, 2018, the above-named Robert J. Vetter and Teresa M. Vetter, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Rick Leen  
Notary Public, State of Wisconsin  
My Commission: 07/21/2021



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage on Unit 1 of Twin Pines Condominium, does hereby consent to all of the terms and conditions of the foregoing 6<sup>th</sup> Amendment to the Declaration of Condominium of Twin Pines Condominium, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Dated this 17 day of July, 2018.

James Burger  
By: Burger  
Name Associated Bank  
Title: Loan Servicing Team Lead

ACKNOWLEDGMENT

STATE OF WI )  
 ) ss  
Portage COUNTY)

Personally came before me this 17<sup>th</sup> day of July, 2018, the above-named James Burger, who acknowledged himself or herself to be the Team Lead of Loan Servicing and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Hannah B Koss  
Notary Public, State of WI  
My Commission: 8/13/19

This document drafted by  
and should be returned to:  
John C. Houlihan  
Houlihan Law Firm, S.C.  
P.O. Box 630  
Mincoqua, WI 54548  
715-356-1422





Dated this 13<sup>th</sup> day of July, 2018.

UNIT 2 OWNER

Gerald R. Sliter

Gerald R. Sliter

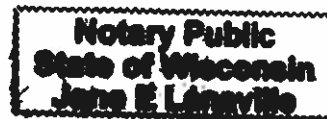
Diane L. Sliter

Diane L. Sliter

STATE OF Wis )  
 ) ss  
Dane COUNTY )

Personally came before me this 13 day of July, 2018, the above-named Gerald R. Sliter and Diane L. Sliter, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jane E. Langville  
Notary Public, State of Wis  
My Commission: 6-3-2022



Dated this 12 day of July, 2018.

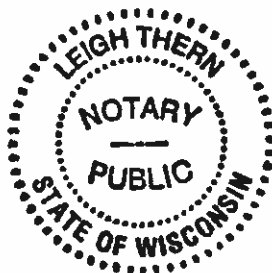
UNIT 3 OWNER

Paul F. Stinski  
Paul F. Stinski

Christine E. Stinski  
Christine E. Stinski

STATE OF WISCONSIN )  
 ) ss  
OUTAGAMIE COUNTY )

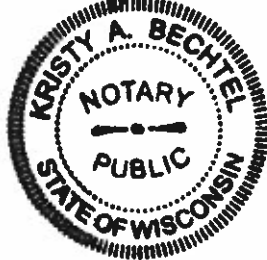
Personally came before me this 12 day of July, 2018, the above-named Paul F. Stinski and Christine E. Stinski, to me know to be the persons who executed the foregoing instrument and acknowledged the same.



Leigh Thern  
Notary Public, State of WISCONSIN  
My Commission: EXPIRES 4-14-2022

Art. 10 unit 4 10x20 patio expansion  
Art. 11 unit 5 - No longer shares shed w/6  
Art. 12 Unit 6 - own shed to be built 10x12  
& no longer shares shed w/5

Dated this 1<sup>st</sup> day of July, 2018.



UNIT 4 OWNER

Scott D. Hunger

Ann Hunger

STATE OF WI )  
Marathon COUNTY ) ss

Personally came before me this 11<sup>th</sup> day of July, 2018, the above-named Scott D. Hunger and Ann Hunger, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kristy A Bechtel  
Notary Public State of WI  
My Commission: 12-29-15

Dated this 11<sup>th</sup> day of July, 2018.

UNIT 5 OWNER

Thomas M. Vetter  
Thomas M. Vetter

Joann M. Vetter  
Joann M. Vetter

STATE OF WISCONSIN )  
 ) ss  
DANE COUNTY )

Personally came before me this 11<sup>th</sup> day of July, 2018, the above-named Thomas M. Vetter and Joann M. Vetter, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Miranda Armstrong  
Notary Public, State of WISCONSIN  
My Commission: 1/4/2022

Dated this 4<sup>th</sup> day of July, 2018.

UNIT 6 OWNER

James K. Harker  
James K. Harker

Joan E. Harker  
Joan E. Harker

STATE OF Wisconsin  
Vilas COUNTY ) ss

Personally came before me this 4<sup>th</sup> day of July, 2018, the above-named James K. Harker and Joan E. Harker, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Diane L. Selt  
Notary Public, State of Wisconsin  
My Commission: 9-13-2021

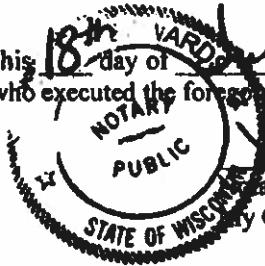
Dated this 18<sup>th</sup> day of July, 2018.

UNIT 7 OWNER, UNIT 8 OWNER

Denise M. Jenz

STATE OF Wisc )  
Vilas ) ss  
COUNTY )

Personally came before me this 18<sup>th</sup> day of July, 2018, the above-named Denise M. Jenz, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Nancy M Edwards  
Notary Public, State of Wisc  
My Commission: 3-8-2019

Dated this 6<sup>th</sup> day of July, 2018.

UNIT 9 OWNER

Robert F. Kramer  
Robert F. Kramer

STATE OF Wisconsin  
Vilas COUNTY ) ss

Personally came before me this 6<sup>th</sup> day of July, 2018, the above-named Robert F. Kramer, to me know to be the person who executed the foregoing instrument and acknowledged the same.

Daniel L. Slut  
Notary Public, State of Wisconsin  
My Commission: 9-13-2021

Drafted by:  
John C. Houlihan  
Houlihan Law Firm, S.C.  
P.O. Box 630  
Minocqua, WI 54548



# Third Addendum TWIN PINES CONDOMINIUM

Part of  
Lots 18, 19, 20, 21, 22 & 23

In the part of

## B.O. LARSON'S SUBDIVISION GOVT. LOT 2

SECTION 26, T40N, R5E

Town of Lake del Pinon,  
Valle County, Wisconsin



*James D. Larson*  
Notary Public, State of Wisconsin  
Commission Expires 12/31/2018

Scale 1" = 50'  
0 25 50 100



±162,000 sq. ft. TOTAL AREA

±142,519 sq. ft. area within 300' of shoreline.

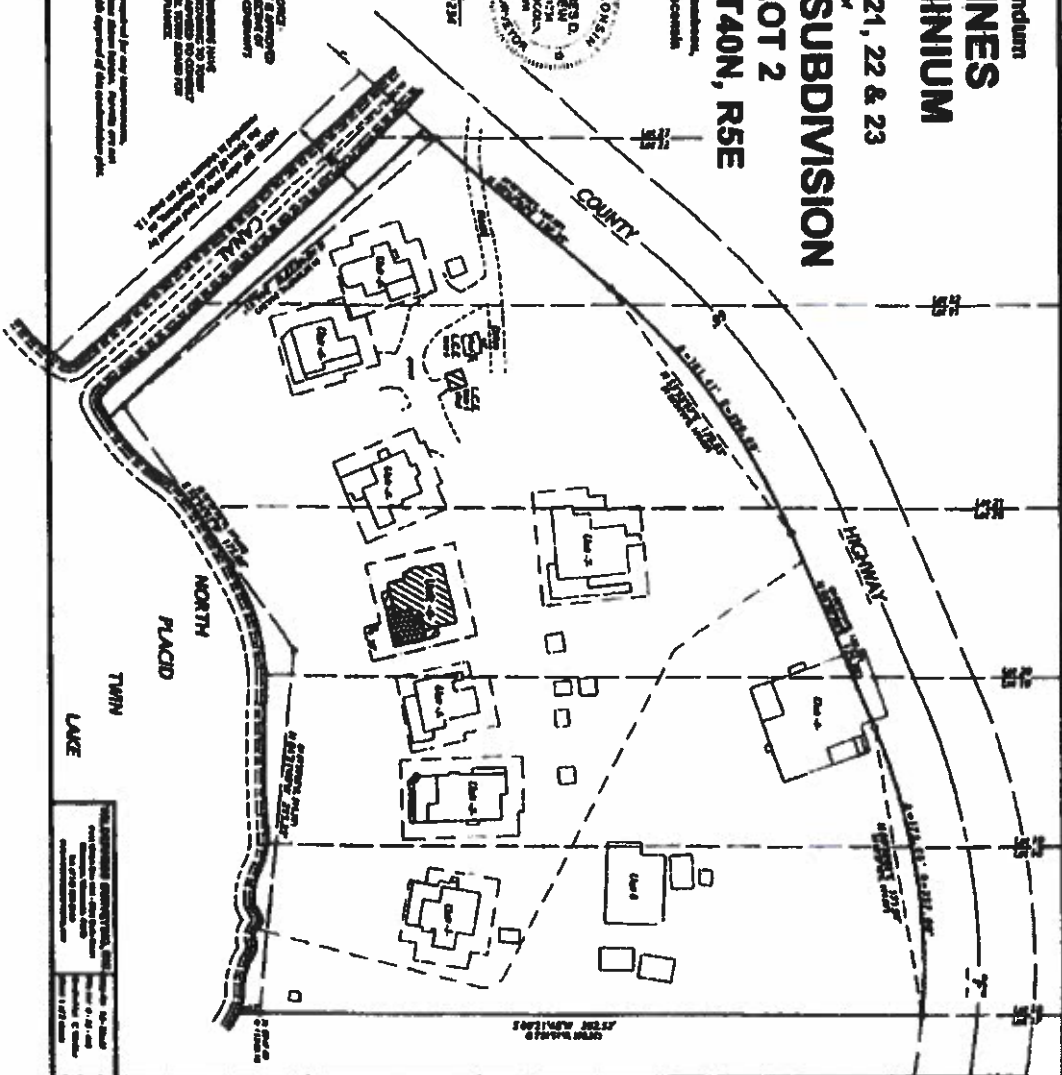
±27,480 sq. ft. of impervious surfaces within 300' of shoreline.

±24,551 impervious surfaces within 300' of shoreline.

Partial easements are indicated.

NOTE: Survey was conducted by a Registered Professional Surveyor and is subject to the provisions of the Wisconsin Statutes.

OWNER: Twin Pines Condominium Association, Inc.  
1000 W. Main Street, Suite 100  
P.O. Box 1000  
Plymouth, WI 53082



THIS SUBDIVISION IS BEING OFFERED FOR SALE BY THE TWIN PINES CONDOMINIUM ASSOCIATION, INC. (TPCA) AND IS SUBJECT TO THE TPCAS CONDOMINIUM DEED AND BYLAWS. THE TPCAS CONDOMINIUM DEED AND BYLAWS ARE AVAILABLE FOR REVIEW AT THE OFFICE OF THE TOWN CLERK, TOWN OF LAKE DEL PINON, 1000 W. MAIN STREET, SUITE 100, PLYMOUTH, WI 53082.

**THIRD ADDENDUM  
TWIN PINES  
CONDOMINIUM**

**B.O. LARSON'S SUBDIVISION  
GOVT. LOT 2  
SECTION 26, T40N, R5E**

Part of  
Lots 18 - 23  
in the plat of  
Twin Pines Subdivision,  
Village of Lac du Flambeau,  
Washburn County, Wisconsin

**GENERAL CONTINGENTS**

I, James B. Kelly, President of Twin Pines Condominium Association, do hereby certify that the Third Addendum to the Declaration of Condominium for Twin Pines Condominium, as amended and approved by the Board of Directors of the Association, is hereby approved and accepted by the Association. This addendum is hereby approved and accepted by the Association on this 22nd day of June, 1985, at the regular meeting of the Board of Directors, and is hereby approved and accepted by the Association on this 22nd day of June, 1985, at the regular meeting of the Board of Directors.

*James B. Kelly*  
President  
Twin Pines Condominium Association  
22nd June, 1985  
by Certificate of the Secretary, dated June 22, 1985

**LAC DU FLAMBEAU ZONING COMMISSION APPROVAL**  
This addendum to the Declaration of Condominium, as amended and approved by the Board of Directors of the Association, is hereby approved by the Zoning Commission on this 22nd day of June, 1985.

*James B. Kelly*  
President  
Twin Pines Condominium Association  
22nd June, 1985

**REAL ESTATE BROKER'S CERTIFICATE OF APPROVAL**  
This addendum to the Declaration of Condominium, as amended and approved by the Board of Directors of the Association, is hereby approved by the Real Estate Broker on this 22nd day of June, 1985.

*James B. Kelly*  
President  
Twin Pines Condominium Association  
22nd June, 1985

**RECORDED**  
JUN 24 1985  
COUNTY OF WASHBURN  
STATE OF WISCONSIN

**GENERAL CONTINGENTS**  
I, James B. Kelly, President of Twin Pines Condominium Association, do hereby certify that the Third Addendum to the Declaration of Condominium for Twin Pines Condominium, as amended and approved by the Board of Directors of the Association, is hereby approved and accepted by the Association. This addendum is hereby approved and accepted by the Association on this 22nd day of June, 1985, at the regular meeting of the Board of Directors, and is hereby approved and accepted by the Association on this 22nd day of June, 1985, at the regular meeting of the Board of Directors.

Document No.

**7<sup>TH</sup> AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF TWIN PINES CONDOMINIUM**

**Doc # 565037**

Recorded

**September 18, 2019 10:50 AM**

*Christine Walker*

Christine Walker, Register of Deeds  
Vilas County, WI

Total Pages: 14

Fee Amount: \$30.00

Return to:

JOHN C. HOULIHAN  
HOULIHAN LAW FIRM, S.C.  
P.O. BOX 630  
MINOCQUA, WI 54548

Parcel Numbers

WHEREAS, the Declaration of Condominium of Twin Pines Condominium dated June 13, 1979 and recorded June 15, 1979 in the Vilas County Register of Deeds' office in Volume 369, page 166 as Document No. 191918, dedicated the property described therein to the condominium form of ownership;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded in Volume 400, page 394 as Document No. 203690;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded on July 7, 1982 in Volume 415, page 402 as Document No. 209381;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded on July 7, 1986 in Volume 482, page 635 as Document No. 234571;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded on August 2, 2001 in Volume 986, page 566 as Document No. 375337;

WHEREAS, a new Condominium Plat had been created entitled 2<sup>nd</sup> Addendum Twin Pines Condominium and that a 5<sup>th</sup> Amendment to Declaration of Condominium consistent with the 2<sup>nd</sup> Addendum Twin Pines Condominium was recorded in the Vilas County Register of Deeds' office on October 18, 2016 as Document No. 541125;

WHEREAS, a new Condominium Plat had been created entitled 3rd Addendum Twin Pines Condominium and that a 6<sup>th</sup> Amendment to Declaration of Condominium consistent with the 3rd Addendum Twin Pines Condominium was recorded in the Vilas County Register of Deeds Office on September 11, 2018 as Document No. 556756;

WHEREAS, a new Condominium Plat has been created entitled Fourth Addendum Twin Pines Condominium (see Fourth Addendum attached and marked as Exhibit "A") and that the Unit Owners desire to amend certain provisions of the Declaration of Condominium consistent with the Fourth Addendum Twin Pines Condominium (Exhibit "A" attached);

WHEREAS, the Declaration of Condominium provides that the Declaration of Condominium can be amended by at least 75% of the Unit Owners;

WHEREAS, the undersigned representing more than 75% of the Unit Owners of Twin Pines Condominium have consented to this 7th Amendment to the Declaration of Condominium and hereby amend certain provisions of the Declaration of Condominium consistent with the Fourth Addendum Twin Pines Condominium as follows:

1. Article 10 Unit 4 is amended to provide that the Limited Common Element area around Unit 4 is expanded on the south with a 10' x 20' expansion area as shown on the Third Addendum Twin Pines Condominium. The purpose of the 10' x 20' expansion area is to enlarge Unit 4's patio area into the expansion area. In addition, as shown on the Fourth Addendum, the Limited Common element area on the west side of the Unit 4 can be utilized for a deck and the Association and the Unit Owners authorize and permit the limited common element area on the west side of Unit 4 to be utilized for the construction of a deck having dimensions of 8.7' x 24' x 18.5' as shown on the Fourth Addendum to the Condominium Plat.

Other than the foregoing amendment, all other terms and conditions of the 5<sup>th</sup> Amendment and 6<sup>th</sup> Amendment to Declaration of Condominium of Twin Pines Condominium recorded as Document No. 541125 and Document No. 556756 shall remain in full force and effect.

Dated this 20 day of May, 2019.

UNIT 1 OWNER

Robert J. Vetter  
Robert J. Vetter

Teresa M. Vetter  
Teresa M. Vetter

STATE OF Wisconsin  
Dane COUNTY ) ss )

Personally came before me this 20<sup>th</sup> day of May, 2019, the above-named Robert J. Vetter and Teresa M. Vetter, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Ellen Bushman  
Notary Public, State of Wisconsin  
My Commission: 7/22/19

Dated this 21<sup>ST</sup> day of May, 2019.

UNIT 2 OWNER

Gerald R. Sliter

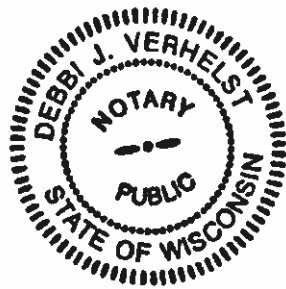
Gerald R. Sliter

Diane L. Slit

Diane L. Sliter

STATE OF Wisconsin )  
 ) ss  
Dane COUNTY )

Personally came before me this 21 day of May, 2019, the above-named Gerald R. Sliter and Diane L. Sliter, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Debbi J. Verhelst

Notary Public, State of Wisconsin

My Commission: 09-18-2020

100

UNIT 3 OWNER  
Paul R. Stroud

Christine E Stinski

STATE OF WISCONSIN ) ss  
Dane COUNTY )

Drake C. Shit

Notary Public, State of WISCONSIN  
My Commission: 9-13-2024

Dated this 24<sup>th</sup> day of May, 2019.

UNIT 4 OWNER

Scott D. Hunger  
Scott D. Hunger  
Ann Hunger  
Ann Hunger

STATE OF WISCONSIN  
Vilas COUNTY ) ss

Personally came before me this 24<sup>th</sup> day of May, 2019, the above-named Scott D. Hunger and Ann Hunger, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Dennis Sht  
Notary Public, State of WISCONSIN  
My Commission: 9-13-2021



Dated this 20 day of May, 2019.

UNIT 5 OWNER

Thomas M. Vetter

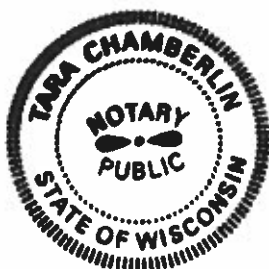
Thomas M. Vetter

Joann M. Vetter

Joann M. Vetter

STATE OF Wi )  
 ) ss  
Dane COUNTY )

Personally came before me this 20 day of May, 2019, the above-named Thomas M. Vetter and Joann M. Vetter, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Tara Chamberlin  
Notary Public, State of WI  
My Commission: 223210

Dated this 30 day of MAY, 2019.

UNIT 6 OWNER

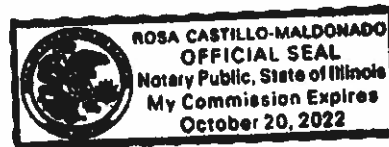
James K. Harker  
James K. Harker

Joan E. Harker  
Joan E. Harker

STATE OF IL )  
 ) ss  
COOK COUNTY )

Personally came before me this 30th day of MAY, 2019, the above-named James K. Harker and Joan E. Harker, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Rosa Castillo-Maldonado  
Notary Public, State of IL  
My Commission: 10/20/22



Dated this 24<sup>th</sup> day of May, 2019.

OWNER 7 OWNER  
Denise M. Jenz

STATE OF WISCONSIN  
 ) ss  
Dane COUNTY )

Personally came before me this 24<sup>th</sup> day of May, 2019, the above-named Denise M. Jenz, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Denise Shit  
Notary Public, State of WISCONSIN  
My Commission: 9-13-2021

Dated this 24<sup>th</sup> day of May, 2019.

UNIT & OWNER

Denise M. Jenz

STATE OF Wisconsin )  
 ) ss  
Dane COUNTY )

Personally came before me this 24<sup>th</sup> day of May, 2019, the above-named Denise M. Jenz, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Denise Stet  
Notary Public, State of Wisconsin

My Commission: 9-13-2021

Dated this 17<sup>th</sup> day of June, 2019.

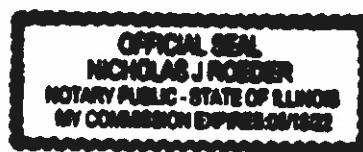
UNIT 9 OWNER

Robert F. Kramer  
Robert F. Kramer

STATE OF Illinois )  
 ) ss  
Will COUNTY )

Personally came before me this 17<sup>th</sup> day of June, 2019, the above-named Robert F. Kramer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Nicholas J. Roeder  
Notary Public, State of Illinois  
My Commission: 6-18-2022



Drafted by:  
John C. Houlihan  
Houlihan Law Firm, S.C.  
P.O. Box 630  
Minocqua, WI 54548  
7<sup>th</sup> Amendment to Declaration Trust P. 425

## CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage on Unit 1 of Twin Pines Condominium, does hereby consent to all of the terms and conditions of the foregoing 7<sup>th</sup> Amendment to the Declaration of Condominium of Twin Pines Condominium, and agrees that its interest in the property shall be subject in all requests to the terms thereof.

Dated this 10 day of September, 2019.

19. Burger  
By: James Burger  
Name - Associated Bank  
Title: Loan Servicing Teamlead

## ACKNOWLEDGMENT

STATE OF WISCONSIN ) ss  
Portage COUNTY )

Personally came before me this 10 day of September, 2019, the above-named Samie Burger, who acknowledged himself or herself to be the Loan Servicing Team lead of Associated Bank, N.A. and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of WISCONSIN  
My Commission: Expires January 25, 2028

**This document drafted by  
and should be returned to:  
John C. Houlihan  
Houlihan Law Firm, S.C.  
P.O. Box 680  
Minocqua, WI 54548  
715-356-1422**



Doc # 586822

Recorded

September 09, 2021 8:00 AM

*Sherry Bierman*

Sherry Bierman, Register of Deeds  
Vilas County, WI

Fee Amount: \$30.00

Total Pages: 5

Document No.

**8<sup>TH</sup> AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF TWIN PINES CONDOMINIUM**

Return to:

JOHN C. HOULIHAN

HOULIHAN LAW FIRM, S.C.

P.O. BOX 630

MINOCOQUA, WI 54548

Parcel Numbers

WHEREAS, the Declaration of Condominium of Twin Pines Condominium dated June 13, 1979 and recorded June 15, 1979 in the Vilas County Register of Deeds' office in Volume 369, page 166 as Document No. 191918, dedicated the property described therein to the condominium form of ownership;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded in Volume 400, page 394 as Document No. 203690;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded on July 7, 1982 in Volume 415, page 402 as Document No. 209381;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded on July 7, 1986 in Volume 482, page 635 as Document No. 234571;

WHEREAS, an Amendment to Declaration of Condominium of the Twin Pines Condominium was recorded on August 2, 2001 in Volume 986, page 566 as Document No. 375337;

WHEREAS, a new Condominium Plat had been created entitled 2<sup>nd</sup> Addendum Twin Pines Condominium and that a 5<sup>th</sup> Amendment to Declaration of Condominium consistent with the 2<sup>nd</sup> Addendum Twin Pines Condominium was recorded in the Vilas County Register of Deeds' office on October 18, 2016 as Document No. 541125;

WHEREAS, a new Condominium Plat had been created entitled 3rd Addendum Twin Pines Condominium and that a 6<sup>th</sup> Amendment to Declaration of Condominium consistent with the 3rd Addendum Twin Pines Condominium was recorded in the Vilas County Register of Deeds Office on September 11, 2018 as Document No. 556756;

WHEREAS, a new Condominium Plat has been created entitled Fourth Addendum Twin Pines Condominium and that a 7<sup>th</sup> Amendment to Declaration of Condominium consistent with the 4<sup>th</sup> Addendum Twin Pines Condominium was recorded in the Vilas County Register of Deeds Office on September 18, 2019 as Document No. 565037;

WHEREAS, a new Condominium Plat has been created entitled Fifth Addendum Twin Pines Condominium (see Fifth Addendum attached and marked as Exhibit "A") and that the Unit Owners desire to amend certain provisions of the Declaration of Condominium consistent with the Fifth Addendum Twin Pines Condominium (Exhibit "A" attached);

WHEREAS, the Declaration of Condominium provides that the Declaration of Condominium can be amended by at least 75% of the Unit Owners;

WHEREAS, a Condominium Association meeting was held on August 28, 2021 and the Condominium Association unanimously approved the Fifth Addendum of Twin Pines Condominium Plat Map which details the Unit 1 expansion of 160 square feet of living space in the vacant unit space and the



approval of recording the 8<sup>th</sup> Amendment to the Declaration of Condominium consistent with the Fifth Addendum; and

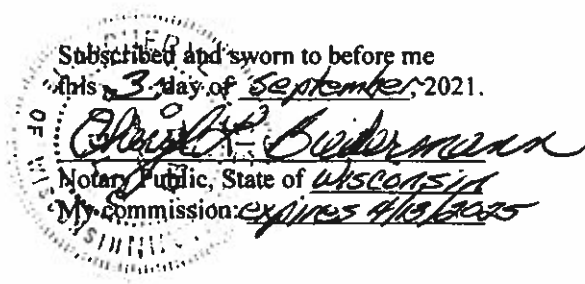
WHEREAS, by virtue of the unanimous vote at the Condominium Association meeting, the following 8<sup>th</sup> Amendment is hereby made to the Declaration of Condominium which amends certain provisions of the Declaration of Condominium consistent with the Fifth Addendum Twin Pines Condominium as follows:

1. Article 7 Unit 1 is amended to provide that the Vacant Unit Space around Unit 1 is expanded on the northeast corner of the Unit with a 10' x 16' expansion area as shown on the Fifth Addendum Twin Pines Condominium Plat Map. The purpose of the 10' x 16' expansion area (160 square feet) is to expand the living area for enlarging a bedroom and adding a bathroom.

The undersigned being the Secretary of Twin Pines Condominium certifies under oath that the foregoing is the 8<sup>th</sup> Amendment to the Declaration of Condominium of Twin Pines Condominium that was unanimously passed by the Association membership at the August 28, 2021 Condominium Association meeting.

Dated this 3 day of September, 2021.

  
John Vetter - Secretary



Drafted by:  
John C. Houlihan  
Houlihan Law Firm, S.C.  
P.O. Box 630  
Minocqua, WI 54548

**Town of Lac du Flambeau,  
Vilas County, Wisconsin**

**John Schwab, Zoning Administrator**

**WILSON JONES SURVEYING, INC.**  
 1001 S. 10th Ave. • 10th Floor • Denver, CO 80202  
 Tel: 303.733.1100  
 Fax: 303.733.1101  
 www.wilsonjones.com

**B.O. LARSON'S SUBDIVISION**  
**GOV'T. LOT 2**  
**SECTION 26, T40N, R5E**  
Town of Lac du Flambeau,  
Vilas County, Wisconsin

**Town of Lac du Flambeau,  
Vilas County, Wisconsin**

J. Lumsden & Mac: Professional Duty to Supervise the 5-123A, liability clearly does not fit with the concept of a duty to supervise. The authors' analysis of the concept of a duty to supervise is inconsistent with Chapter 703 of the Wisconsin Statutes, the Wisconsin Common Law and the Standardized Nursing Curriculum, and the Terms of the Healthcare Comprehensive Licensing Ordinance, and by the actions of Scott D. Haggard, assistant professor, I have accepted and assigned the 799a subsection 799a (3) (b) (3) CONDUCT, and the fact that currently represents the current boundary of legal conduct, and that the identification of the boundary line boundary for Unit 1 can be determined without, and that the conclusions/decisions are identified as follows:

A period of about, having parts of sets 14, 15, 20, 21, 22 & 23 in the part of B.O. Laramie's subformation, at Carbonate near E. Jackson Ave., Township of North, Range 5 East, Town of East of Fremont, Teton County, Wyoming, more particularly identified as *Pachyrhynchops*. The locality is in the northern base of the Laramie, northward by an arrow.

[illegible]

The above described security line of Art 14, and the summary right of way line of County Highway 7, leaving about 40 segments (7 segments E-W, entered to the north) along of Westfield Road, and the approximately line of the canal, acted as described in Volume 105 on page 13, respectively and excluded all these landings between the meander line and the ordinary high water mark of Westfield River Lake and the meandering line of said canal period.

**Together with and subject to contracts, memoranda, and agreements of third**

Classed as Anthracene, Miscellaneous  
and 19th day of August, 2021  
WILLIAMSON'S SANITARIUM, INC.

*James H. [Signature]*  
James H. [Signature]  
Assistant U.S. Attorney  
Department of Justice  
Washington, D.C. 20530



I, Scott D. Henegar, acknowledge and warrant, hereby certify that I have caused the "Title Address" and "Title" of the above described project to be surveyed and mapped as represented by this condemnation plan. I also certify that this plan as submitted is for submission to the Wisconsin County Zoning Department for approval.

Scott D. Hays  
Scott D. Hays, President

Some of important  
Concepts are QED  
Previously came before me the QED day of Sept. 2021, the above seemed to me strange as in the portion who described the foregoing information and knowledge

David J. May  
 Attorney at Law  
 My Commission Expires: May 22, 2014

WAS COUNTY ZONING DEPARTMENT APPROVAL

1970s Adolescent Tissue Bank (COADONCAT) in West County, is hereby approved on 18 day of September 2021.

David M. Scholt  
David Scholt, Zoning Administrator

**WILDERNESS SURVIVAL, INC.**  
Free eBook for you - Free Video Course  
Survival, Wilderness Skills  
We'll give you \$100!  
www.wildernesssurvival.com  
Step 1 of 3 done

**Page 4 of 6**  
**Page 39**  
**DOC NUMBER**

465893

VOL. 1561 PAGE 662

## BOATHOUSE REPAIR AGREEMENT

The parties to this AGREEMENT are Twin Pines Condo Association (APPLICANT) and the State of Wisconsin Department of Natural Resources (DEPARTMENT). The parties agree to the following:

1. APPLICANT owns property at 1508, 1510, 1512, 1514, 1516 1518, 1520, 1522 and 1524 County Hwy F, which contains a boathouse located over the waters of North Placid Twin Lake. The property parcel numbers are 10-1838-21 through 10-1838-29 (nine parcels). The location is also described as part of the SE 1/4-NW 1/4 S26, T40N, R5E, Vilas County. *TWIN PINES CONDOMINIUM units 1-9*
2. The boathouse has a current value of \$32,900. APPLICANT estimates the cost of proposed repairs is \$1700. The repairs equal 5.17% of the current assessed value of the boathouse. DEPARTMENT records indicate previous repair work totaled 2.32% of past current value, bringing the cumulative total to 7.49% of current value.
3. Future repair work is limited to a maximum of 42.51% of the current value of the boathouse at the time of the future work, per s. 30.121, Wisconsin Statutes, and NR 325, Wisconsin Administrative Code.
4. This AGREEMENT is binding upon future owners of APPLICANT'S property.

RECORDED

MAY 02 2008

11:25 am

*Jon Hansen*  
 REGISTER OF DEEDS, VILAS CO., WI

 KRISTIN LaPREE *pd*  
 3903 ASHLAND AVE  
 WAUSAU WI 54403

PIN

*Wendy Henniges*  
 Wendy Henniges  
 State of Wisconsin  
 Department of Natural Resources

Subscribed and sworn to before me

this 18 day of February, 2008
*Cathy L. Chelak*  
 Notary Public, State of Wisconsin
My commission expires August 14, 2011
*Kris LaPree*  
 Twin Pines Condo Association  
 Kris LaPree

Subscribed and sworn to before me

this 7th day of March, 2008
*Susan M. Norway*  
 Notary Public, State of Wisconsin
My commission expires 10-25-09

This instrument drafted by Wendy Henniges

Attach complete legal description or property deed if needed

465893