

NICOLET TITLE, LLC  
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GREEN BAY, WI 54304  
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DATE: April 4, 2017

NICOLET FILE NO: L9021-1103

DOT PROJECT NO: 4140-19-00 Parcel 81

## TITLE SEARCH REPORT

1. CURRENT OWNER(S): Olde Station Shops Condominium

2. OWNER'S MAILING ADDRESS: Main St, Fish Creek, WI 54212

3. ALL OTHER PARTIES OF INTEREST: Condo Owners

4. PROPERTY ADDRESS: Main St.

5. TAX IDENTIFICATION NUMBER: 014-600000

LIST OF ACTIVE MORTGAGES: None of record

7. LIST OF JUDGMENTS, TAX LIENS (PROPERTY-STATE-FEDERAL) AND UCC'S: None

8. LEGAL DESCRIPTION: The Westerly 36.5 feet of Lot 3, Block 3, according to the recorded Asa Thorps Plat of Fish Creek, in the Town of Gibraltar, Door County, Wisconsin, EXCEPTING THEREFROM the Southerly 60 feet thereof.

9. LIST OF EASEMENTS, ETC: Conditions, Covenants, Restrictions and Easement for Olde Station Shops Condominium, as described in Volume 548 Records, page 333.

Cross-Easement as described in Volume 448 Records, page 991, and Amended Cross Easement as described in Volume 478 Records, page 192.

Groundwater Use Restriction as described in Volume 733 Records, page 885.

10. PROPERTY TAX INFORMATION:

2016 TAX AMOUNT: Exempt

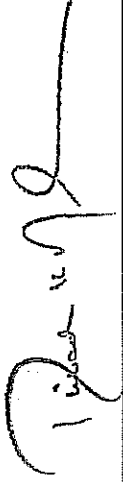
2016 TAX PAYMENT STATUS: n/a

DELINQUENCIES: None

ASSESSED VALUE LAND: n/a

ASSESSED VALUE IMPROVEMENTS: n/a

11. INFORMATION EFFECTIVE DATE: March 29, 2017

A handwritten signature in black ink, appearing to read "Richard Nelson", is written over a horizontal line.

Richard Nelson-Authorized Signature

532097

VOL 548 PAGE 333

CONDOMINIUM DECLARATION

RECORDED  
Time.....30.P.M..

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

APR 6 1994

FOR

OLDE STATION SHOPS CONDOMINIUM

By: *Marilyn Opden*

REGISTER OF DEEDS  
DOOR COUNTY WIS.

58<sup>th</sup>

This Declaration is made pursuant to the Condominium

Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin

Statutes (herein the "Act") this 29<sup>th</sup> day of DECEMBER,

Colin  
Dahl

1993, by William Van Laanen, Lynne Van Laanen, William Reinhard

and Nedra Reinhard (collectively referred to herein as the  
"Declarant").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands

hereinafter described and the improvements constructed thereon to  
the Condominium form of ownership in the manner provided by the  
Act and by this Declaration.

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

2. LEGAL DESCRIPTION, NAME, ADDRESS AND DEFINITIONS.

A. Legal Description. The property hereby submitted  
to the provisions of the Act is legally described in Exhibit "A"  
attached hereto and made a part hereof.

B. Name. The aforesaid real estate and all  
improvements thereon shall be known as Olde Station Shops  
Condominium.

C. Address. The address of the Condominium is 4149 Highway 42, Fish Creek, Wisconsin.

D. Definitions. For all purposes related to this Declaration, the Articles of Incorporation and the Bylaws of the Association, the following words and terms whenever used shall have the same meaning as provided for such words and terms in the Act: "Association," "Common Elements," "Common Expenses and Common Surpluses," "Condominium," "Condominium Plat," "Declarant," "Declaration," "Limited Common Elements," "Mortgages," "Person," "Property," "Unit," "Unit Number," "Unit Owner."

3. DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS.

A. Description of the Building and Units. The Condominium shall consist of one building containing a total of three (3) units. The building is depicted on the Condominium Plat (the "Plat") filed pursuant to this Declaration and made a part hereof.

B. Description of the Units. The Units, their respective designations and locations within a building and the Common Elements and Limited Common Elements to which they have access or for which they are appurtenant are shown on the Plat.

The Unit boundary of each Unit shall include that part of the building which lies within the following boundaries:

C. The vertical or perimetrical boundaries of the Unit shall be the plane of the inner surfaces of the drywall (being the first layer of double drywall as to common walls between units) or other wall material and the plane of the outside faces of the doors and windows bounding a commercial area extended in each case to an intersection with the upper and lower boundaries; and

D. The upper and lower boundaries of the Unit shall be the (i) lower boundary - the plane of the upper surface of the sub-flooring and (ii) upper boundary - the plane of the interior undecorated ceiling of the Unit.

E. All windows, window frames and doors in a Unit, including all glass and windows in doors of a Unit, shall be considered a part of the Unit.

4. COMMON ELEMENTS.

The Common Elements shall consist of all Olde Station Shope Condominium improvements and appurtenances, except the individual Units and except the Limited Common Elements as each of the aforementioned is hereunder defined. The Common Elements include, without limitation, the land on which the buildings are located, the well, sidewalk, sign, parking spaces and all pipes, wires, conduits and public utility lines running through a Unit and serving more than one Unit or serving, or extending into, the Common Elements, or any part thereof.

5. LIMITED COMMON ELEMENTS.

A. Description of Limited Common Elements. Those portions of the Common Elements for the exclusive use and benefit of one or more individual Units for which each is reserved shall be designated as Limited Common Elements. The Limited Common Elements are set forth with specificity on the Condominium Plat filed herewith. The following descriptions are provided for convenience purposes only; in the event of a conflict or discrepancy between the Condominium Plat and the following, the Condominium Plat shall be deemed controlling.

(1) All improvements lying northerly of the vertical plane of the outer face of the concrete wall at the north end of Unit 2, said vertical plane running generally parallel to State Highway 42, shall constitute a Limited Common Element appurtenant to Unit 1, excepting therefrom sidewalks, sign and Unit 1 itself. Said Limited Common Element includes, but is not limited to, landscaping, terracing, awning, foundation, walls and roofs.

(2) That portion of the Condominium building lying southerly of the vertical plane described in Paragraph 5.A.(1) above, shall be a Limited Common Element appurtenant to Units 2 and 3. Said Limited Common Element includes, but is not limited to, stairwell, foundation, roofs and structural portions of the Condominium, except for the individual Units as defined hereunder.

(3) The balconies located within Units 2 and 3 shall be considered part of their respective units.

B. Use of Limited Common Elements. The use of such Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners and no Unit Owner or Occupant shall use or permit the use of any Limited Common Elements in any manner contrary to such Bylaws and rules and regulations. Neither the Unit Owners nor Occupants shall paint or otherwise decorate or change the appearance of the Common Elements or Limited Common Elements without the prior written approval of the Board of Directors or any committee appointed by the Board of Directors for that function.

C. Maintenance. Any expense of maintenance, repair or replacement relating to Limited Common Elements and all structural maintenance, repair or replacement thereof shall be treated as, and paid for as, an expense of the owner or owners of the Unit or Units to which such Limited Common Elements are appurtenant.

6. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided one-third (1/3) interest in the Common Elements and Limited Common Elements as a tenant-in-common with all other Unit Owners.

7. RESTRICTIONS ON USE AND OCCUPANCY.

A. Statement of Use. The Condominium, and each of the units, shall be restricted to commercial uses. Further, Units 2 and 3 may not be utilized for restaurant or food service purposes.

B. No Pets. No pets shall be permitted on the Condominium property nor in the individual Units at any time.

C. No Obstructions. No Unit Owner nor their guests or invitees shall cause the Common Elements to be so used as to deny other Unit Owners the full use of such portion of the Common Elements as they are entitled to use. Walks and drives shall be kept clean and orderly. Junk, inoperative or unlicensed vehicles, trucks, commercial vehicles, or recreational vehicles shall not be stored, parked or placed on the Condominium.

D. Noxious Activity. No use or practice shall be allowed on the Condominium which (i) is a nuisance, or (ii) is in violation of the Bylaws or rules and regulations of the Association, or (iii) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by the Unit Owners, their occupants or invitees, including the use of musical instruments, television or radios at such times or in such volumes of sound as to be objectionable. The decision of the Board of Directors as to the existence of noxious activity shall be final.

E. Rules and Regulations. The Board of Directors of the Association shall have the power to adopt and enforce reasonable rules and regulations for the occupancy and use of the Condominium, its Units, the Common Elements and Limited Common Elements and shall furnish a copy thereof to the Unit Owners. The Board of Directors of the Association shall have the power to adopt a schedule of reasonable fines and penalties for violation of the terms of the Declaration, the Bylaws or the rules and regulations and any schedule of fines or penalties shall be furnished to each of the Unit Owners.

F. Acts Affecting Insurance. No Unit Owner, Occupant or Invitee shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions hereof concerning insurance, nor do or permit anything to be done, nor keep or permit anything to be kept, nor permit any condition to exist, which might (i) result in the termination of any such policies, (ii) adversely affect the rates of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in risk or in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same.

G. Legal Restrictions. No unlawful use may be made of the condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "legal requirements"). Compliance with any

legal requirement shall be accomplished by and at the sole expense of any Unit Owner or Owners or the Association, as the case may be, whichever shall have the obligation under the Declaration to maintain and repair the portion of the Condominium affected by such legal requirement.

9. EASEMENTS. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, cable television, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements or Limited Common Elements.

A. Benefits. All easements and rights described herein are easements appurtenant to and shall run with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, Purchaser, Mortgagee and other person having an interest in said land, or any part or portion thereof.

B. Creation. Reference in the respective deeds of conveyance, or in any mortgage or land contract or other evidence of obligation to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective Grantees, Mortgagees and Trustees of such parcels of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

10. ASSOCIATION OF UNIT OWNERS.

A. Duties and Obligations. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners to be known as the Olde Station Shops Condominium Association, Inc., which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. Such Association shall be incorporated as a non-stock, not-for-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to this Declaration and the Bylaws and rules and regulations, as amended,



of the Association. The Association shall be managed by a Board of Directors consisting of three (3) persons.

B. Association Powers. The Association shall have all of the powers provided for under the Condominium Ownership Act of Wisconsin and the Bylaws of the Association.

C. Board's Determination Binding. In the event of any dispute or disagreement between Unit Owners relating to the Property or any question of interpretation or application of the provisions of the Declaration, the Bylaws, or the rules and regulations, the determination thereof by the Board of Directors, (the "Board"), shall be final and binding on each and all of such Unit Owners, except as otherwise provided by law.

11. REPAIRS AND MAINTENANCE.

Responsibility for maintenance of the Condominium and restrictions upon the alteration and improvement thereof are as follows:

A. Owner's Responsibility. The owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appurtenant to the Unit, including, but not limited to, fixtures, appliances, equipment, interior walls, partitions, flooring, ceiling, doors, windows and window frames; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) repair, replace and maintain in good and orderly condition the portion of the Limited Common Elements appurtenant to the Units; and (d) repair and replace any portion of the Common Elements or Limited Common Elements damaged through the fault or negligence of such Unit Owner or the fault or negligence of such unit Owner's guests, invitees or any other occupant of the Unit.

B. Association's Responsibility. The Association shall maintain in good condition and repair, replace and operate all the Common Elements except as provided above.

C. Structural Changes-Owner. No Unit Owner shall, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, changes or improvements to his Unit, or

in or to the exterior of any building or any Common or Limited Common Element. In no event shall access to water, sewer or other mechanical controls be blocked or the same be concealed. A Unit Owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament without the prior written consent of the Board of Directors. A Unit Owner shall promptly report to the Association any need for repairs for which the Association is responsible.

D. Restrictions. A Unit Owner shall in no case paint, decorate or alter the appearance of the Common Elements or Limited Common Elements without the prior written consent of the Board of Directors of the Association. No Unit Owner, except the Declarant for promotional purposes related to the Condominium or to the sale or rental of the units owned by the Declarant, may erect, post or display posters, signs or advertising material on or in the Common Elements or Limited Common Elements, except with the express, written approval of the Board of Directors.

E. Structural Changes-Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make any alterations to the exterior of any of the buildings or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote or written consent of more than 75% of the votes of all Units in the Condominium. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

## 12. INSURANCE.

A. Association Insurance. The Board of Directors of the Association shall obtain and continue in effect insurance coverage on buildings and other improvements on or within the Condominium in an amount equal to the maximum insurable replacement value, with "agreed amount" and "Condominium replacement cost" endorsements without deduction or allowance for depreciation, which amount shall be reviewed annually by the

Board of Directors, together with a waiver of subrogation with respect to all Unit Owners, their family members and officers and directors of the Association affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including loss of rents and business interruption insurance, if available. Said insurance shall be for the benefit of the Association and the Owners of Units and their Mortgagees as their interest may appear; provided, however, that all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the Unit Owners and their Mortgagees for the express purpose of reconstruction and repair or as otherwise provided for in Section 16. The foregoing provisions of this section are without prejudice to the right of any Owner of a Unit to obtain individual Unit insurance; provided, however, that no Unit Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this Section.

The Association shall provide public liability insurance covering the Common Elements and Limited Common Elements and Officers and Directors liability insurance in such amounts as may be determined in the discretion of the Association from time to time. The Association shall also provide worker's compensation insurance and other insurance coverage, as in the opinion of the Board of Directors of the Association, is reasonably necessary and not inconsistent with the Declaration and the Bylaws of the Association, and fidelity bonds on such officers and employees and in such amounts as is determined to be necessary from time to time.

B. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a Common Expense of the Condominium. The Association and each Unit Owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained

by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

C. Exclusions from Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors shall exclude (i) any coverage in any personal property located within or appertaining to the exclusive use of a Unit, including, but not limited to, appliances, window glass, carpeting and floor coverings, wall coverings such as wallpaper, mirrored walls and paneling and (ii) any liability coverage on a Unit Owner, its guests, invitees, employees or other occupants of such unit relating in any way whatsoever to said personal property and fixtures. It is the sole responsibility for each Unit Owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

### 13. COMMON EXPENSES AND SURPLUSES.

A. Common Expenses. Common Expenses are defined as follows:

(1) All sums lawfully assessed against the Unit Owners by the Association.

(2) Expenses declared Common Expenses by the Act, this Declaration or the Bylaws.

B. Common Surpluses. After the payment of all common Expenses, the balance of all income, rent, profits and revenues from the Common Elements shall constitute the funds of the Association, to be held in its general or special funds. Units Owners shall have an interest in the Common Surpluses in the same proportion as reflected by their interest in the Common Elements as provided in Section 6.

C. Liability for Common Expenses. Each Unit Owner shall be responsible for the payment of his proportionate share of the Common Expenses as reflected by his percentage interests in the Common Elements as provided in Section 6.

D. Liability for Utility Expenses. Sewer expenses shall be apportioned among and between the units as follows:

|        |     |
|--------|-----|
| Unit 1 | 80% |
| Unit 2 | 10% |
| Unit 3 | 10% |

Units 2 and 3 shall utilize a common electric meter and shall bear the costs of electricity equally. Unit 1 shall have a separate electric meter and shall pay all electrical costs for operation of the well.

14. ASSESSMENT FOR COMMON EXPENSES.

A. Covenant to Pay Assessment. In accordance with the statutory liability created by the Act, the Owner of each Unit by acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other Unit Owner and with the Association to personally and individually pay to the Association all assessments, general or special, in accordance with the provisions of the Act, the Declaration and the Bylaws. No Unit Owner may exempt himself or his Unit Ownership from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements and facilities or by the abandonment of his Unit; and no conveyance shall relieve the Unit Owner-grantor or his Unit of such liability along with his grantee in any such conveyance for the Common Expenses incurred up to the date of sale, until all expenses charged to his Unit have been paid.

B. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Condominium, to provide for the repair, maintenance and improvement of the Common Elements of the Condominium, to provide for such emergency repairs as the Association may deem necessary, and to maintain reserve funds for the purposes authorized by this Declaration.

C. Annual Budget. Each year, on or before July 1, the Association shall prepare a budget for the Condominium in the manner provided in the Bylaws. Each Unit Owner's assessment for the ensuing year shall be based upon such budget. In addition to

the normal operating expenses of the Condominium, the budget may provide for reserves, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Condominium and for the protection of the Common Elements and units thereof.

D. Failure to Prepare Assessments for Common Expenses. The failure or delay of the Association to prepare the annual budget, or notify any Unit Owner of his assessment shall not constitute a waiver or release of such unit Owner's obligation to pay his proportionate share of the Common Expense, necessary reserves, working capital and emergency requirements as herein provided, whenever the same shall be determined; and, to that end, each Unit Owner shall continue to pay his assessment at the then existing grade established for the previous year until the new assessment shall have been mailed or delivered to the Unit Owner.

E. Special Assessments. In addition to the regular assessments, the Association may levy a special assessment for the purpose of deferring, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements of the Common Elements, including fixtures and personal property related thereto. All such special assessments shall be made only in the manner provided by the Declaration and in the Bylaws. Any special assessments made for the purposes stated above shall be held by the Association as a trust fund to be disbursed only for the purposes for which the same were levied.

F. Rate of Assessment. The assessment and any special assessment shall be levied against the Unit Owners, as well as the Units themselves in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit.

G. Late Payments. Any assessment not paid within ten (10) days of its due date shall be delinquent and the Unit Owner shall be charged interest at the rate not in excess of the lower of (i) the highest rate allowed by law, or (ii) 18% per annum on

the unpaid assessment, calculated from the date when the assessment was first due until the date it is paid.

H. Liens. If a Unit Owner defaults in the payments of any assessment then the Association will take appropriate measures as provided by Law in accordance with the Bylaws. The Lien for unpaid assessments shall also include the attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

I. Rights of Mortgagees. Any first Mortgagee who obtains a title to a Unit pursuant to the remedies provided in the Mortgage or the foreclosure of the Mortgage shall not be liable for such Unit's unpaid assessments which accrued prior to the acquisition of title to such Unit by such Mortgagee.

J. Statement of Assessments. The Association, upon receipt of a Purchaser's name and proposed date of closing, shall within ten (10) days after request provide a statement setting forth the existence of any outstanding general or special assessments against the Owner of the Unit being sold.

15. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Facilities and Limited Common Elements through Judicial Proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statute regarding Condominium Ownership; provided, however, that if any Unit shall be owned by two (2) or more Co-Owners as Tenants-in-Common or as Joint Tenants, nothing contained herein shall be deemed to prohibit a voluntary or Judicial Partition of said single Unit as between such Co-Owners. No Unit may be subdivided.

16. DESTRUCTION AND RECONSTRUCTION.

Reconstruction or repair in the event of fire, casualty, or disaster shall be in accordance with the following:

A. Reconstruction-Sufficient Insurance Proceeds. In the event of fire, casualty or other disaster affecting one or more of the Units, or one or more of the buildings or improvements on or within the Condominium, the damaged premises shall be reconstructed and repaired if the insurance proceeds are sufficient for such purposes. Reconstruction and repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake the cost of such reconstruction and repair to be accomplished within a reasonable period of time.

B. Destruction-Insurance Proceeds Equal to 90% of Reconstruction. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises but are equal to at least 90% of the costs of said reconstruction and repair, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners shall be assessed for the deficiency in the same manner as if the deficiency is a Common Expense of the Condominium.

C. Insurance Proceeds Insufficient. If the insurance proceeds are less than 90% of the cost of reconstruction or repair of the damaged premises, then the determination as to whether or not to reconstruct and repair the damaged premises shall be made by a vote taken by all of the Owners of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of Owners entitled to vote shall be required in order to reconstruct and repair the damaged premises, and, upon such affirmative vote, the owners of Units shall be assessed for the deficiency in accordance with and in the same manner as if the deficiency is a Common Expense of the Condominium. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, (i) the Building shall not be repaired or reconstructed and the Unit Owners affected thereby shall be entitled to the insurance proceeds in proportion to their percentage interest in the Condominium and the affected Unit Owners shall deed over such



Units not to be reconstructed to the Association, and (ii) in the case of any other damage the Condominium shall be subject to an actual partition upon obtaining the written consent of the members having 66% or more of the votes cast in person or by proxy or otherwise as is in accordance with the Act. In the case of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of the interests in each Unit, all in accordance with the Act.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage or other instruments affecting title to such Unit Ownership without including therein both his interest in the Unit and his corresponding interest in ownership of the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any deed, mortgage or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. RIGHTS OF DECLARANT.

Pending the earlier of three (3) years from the date that the first Unit is conveyed to any person other than the Declarant or the expiration of thirty (30) days after the conveyance of 75% of the undivided interest of the Common Elements, as expended, to purchasers, the Declarant or its successors and assigns, acting alone, shall have the right to appoint the members of the Board of Directors of the Association in accordance with the provisions herein contained, amend the Bylaws and this Declaration and to appoint and remove officers of the Association and exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or to its officers; provided, however, that if there is any Unit Owner, other than the

Declarant, or its successors and assigns, this Declaration may not be amended to increase the scope nor the period of the aforesaid right or any other control by the Declarant or its successors and assigns, of the Association as provided hereunder or by law. The rights of the Declarant as set forth in this Section are subject, however, to Section 703.15(C).

Pending the sale of all of the Units of the Condominium to which the Declaration is applicable, Declarant, its successors and assigns, acting alone:

A. May, but shall not be obligated to, manage and operate the condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium or any other contract providing for services of the Declarant, shall not exceed two (2) years and shall provide for termination by either party without cause and without payment of a termination fee upon not more than ninety (90) days notice;

B. May use the Common Elements and any unsold or unleased Units of the Condominium as may facilitate the sale or lease by Declarant of all unsold Units thereon, including, but not limited to, showing the Condominium or maintaining signs;

C. Reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee; (ii) grant easements upon, over, through or across Common Elements for ingress and egress to and from the Condominiums and any other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common elements for the benefit of other land provided that in the instrument creating such easement, the Declarant shall specify a method by which the maintenance costs for such easements shall be shared by the Association and such other users, and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements.

D. Reserves the right to reallocate the boundary between adjoining Units owned by the Declarant or its successors

and assigns, in which event the Declarant, or its successors and assigns, shall cause this Declaration to be amended so as to, among other things, (i) reflect such reallocation and (ii) apportion between the Units affected by such reallocation, the percentage of ownership of Common Elements and Limited Common Elements.

By acceptance of a deed of conveyance of a Unit from the Declarant, the grantee of such Unit, any successor entitled to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in the first paragraph of this Section or at subparagraphs (C) and (D) above of this paragraph, be deemed to consent and agree to the actions so taken; and each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor entitled to such Unit or interest therein, such instruments, if any, as may be required to effectuate the same, and (ii) to do all things necessary to accomplish the actions so taken.

All rights and benefits reserved or covenanted for or to the Declarant under this Declaration, including but not limited to those rights reserved under this paragraph, shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of the Declarant shall be deemed to refer only to such persons or entities to whom the Declarant has expressly assigned all said rights and benefits by an instrument in writing specifically identifying provisions contained in this Section.

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

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant,

condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. RIGHT OF ENTRY.

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs upon prior request and at times convenient for the owner/occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner/occupant of the Unit is or is not present and without liability to the Declarant, the Board of Directors or their agents. Any damage or loss caused as the result of any such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing entry, such entry was for emergency purposes.

21. AMENDMENTS TO DECLARATION.

Subject to the Declarant's right to amend this Declaration as set forth in Section 18 above, this Declaration may be amended with the written consent of two-thirds (2/3) of the Unit Owners. A Unit Owners written consent is not effective unless it is approved by the Mortgagee of the Unit, if any. No amendment shall alter or abrogate the rights of the Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the office of the Register of Deeds for Door County, Wisconsin, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association.

22. NOTICES.

All notices and other documents required to be given by this Declaration and the Bylaws of the Association shall be sufficient

if given to one registered owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon the Declarant shall be given to the agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him. All owners shall also provide to the Secretary the names and addresses of any Mortgagees.

23. SERVICE OF PROCESS.

The person who receives service of process shall be William Van Laanen at 4123 Highway 42, Fish Creek, WI 54212, or such other person or address as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds for Door County, Wisconsin.

24. REMEDIES FOR VIOLATIONS BY UNIT OWNER.

If any Unit Owner fails to comply with the Act, this Declaration, the Bylaws or rules and regulations of the Association, such Unit Owner shall be liable for damages caused by the failure or the injunctive relief, or both, by the Association or by any other Unit Owner.

25. NUMBER AND GENDER.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

26. CAPTIONS.

The captions and headings herein are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

27. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall

not affect the validity or enforceability of the remaining portion of said provision or any other provisions hereof.

IN WITNESS WHEREOF, the said Declarant has caused this document to be executed this 29<sup>th</sup> day of December, 1993.

William Van Laanen  
William Van Laanen

Lynne Van Laanen  
Lynne Van Laanen

William Reinhard  
William Reinhard

Nedra Reinhard  
Nedra Reinhard

STATE OF WISCONSIN)

) SS

COUNTY OF DOOR )

Personally came before me this 29<sup>th</sup> day of December, 1993, the above-named William Van Laanen, Lynne Van Laanen, William Reinhard and Nedra Reinhard, to me known to be the persons who executed the foregoing instrument and hereby acknowledge the same.

Notary Public, State of Wisconsin

My commission: is PERMANENT

CONSENT OF LAND CONTRACT VENDOR

Norman Stenzel and Ethel Stenzel, the Vendors of a Land Contract on the property known as Olde Station Shops, hereby consent to the execution and recording of the foregoing Declaration creating the Olde Station Shops Condominium, and hereby submit the Vendor's interest thereto, and further subordinate the Vendor's interest to the easements for access and utilities created under the terms of this Declaration such that in the event of a foreclosure of their Land Contract, the easements and other rights created for the benefit of the Unit Owners and the Association shall remain in effect and shall not be affected by the foreclosure of their Land Contract.

Dated and executed at Bel Creek, Wisconsin, this 26<sup>th</sup> day of January, 1994.

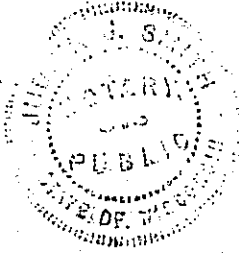
By:

Norman Stenzel  
Norman Stenzel  
Ethel Stenzel  
Ethel Stenzel

STATE OF WISCONSIN )  
COUNTY OF DOOR ) SS

Personally came before me this 26<sup>th</sup> day of January, 1994, the above-named Norman Stenzel and Ethel Stenzel, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Joseph J. Smith  
Notary Public, State of Wisconsin  
My commission: 2-13-94



This instrument drafted by:  
Attorney Collin J. Dahl  
P. O. Box 317  
Sturgeon Bay, WI 54235

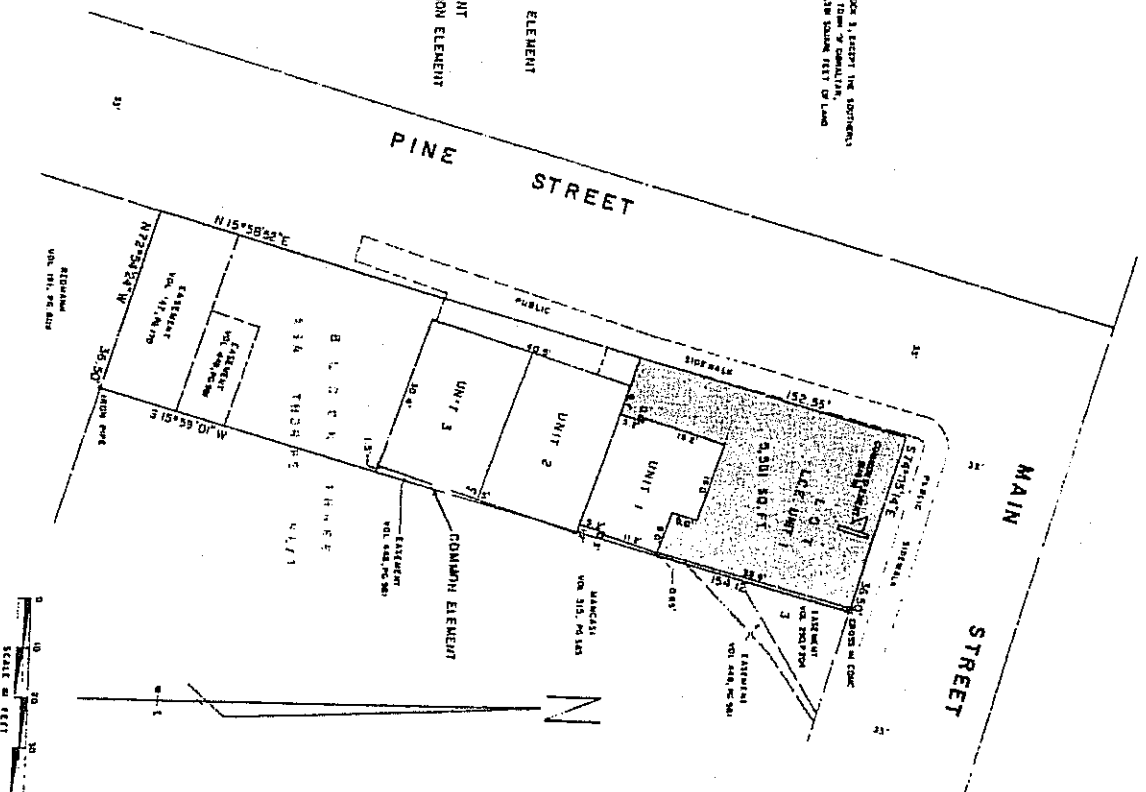
**EXHIBIT A**

The Westerly 36-1/2 feet of Lot 3, Block 3, except the Southerly 60 feet thereof, Asa Thorp's Plat, Door County, Wisconsin.



THE WESTERN 3500 FEET OF LOS D R BLOCK 1, EXCEPT THE SOUTHERN 5000 FEET THEREOF, ASA TOWNSHIP, TOWN OF CANTALAN, BOON COUNTY, MISSOURI, AND CONTAINS 3,120 SQUARE FEET OF LAND

COMMON ELEMENT  
LIMITED COMMON ELEMENT



THE PROPERTY DESCRIBED ABOVE AND THAT THE LOCATION MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXISTING ENCLOSURES, THE LOCATION OF ALL WATER STRUCTURES, AND DRAINAGES OR ALL PRINCIPAL BUILDINGS THEREON. THIS ADVERTISER HAS MADE FOR THE USE OF THE POTENTIAL PURCHASER OF THIS PROPERTY, A TRUE AND CORRECT LOCATION MAP OF THE PROPERTY, AND THE LOCATION OF ALL WATER STRUCTURES, AND DRAINAGES OR ALL PRINCIPAL BUILDINGS THEREON, AS SET

STATE INFERRED. THE FOLLOWING PROPERTY AND ALSO THOSE INTEREST, MORTGAGE, OR EVIDENCE  
HOLDERS RESIDE THAT I AM ATTENDING AND LONGER AUTHORIZED TO RESIDE THAT MORTGAGE IN THE STATE OF MISSISSIPPI AND THAT  
THE COMMERCIAL BANK TO WHICH THE CREDITORS OF THE ABOVE NAMED PERSONS ARE OWING MONEY, AND THAT  
THE IDENTIFICATION AND LOCATION OF EACH UNIT OF THE COMMERCIAL BANK THE CREDITORS THEREIN CAN BE DETERMINED  
FROM THE PLAT

*Attest: 10/20/2013* *James H. Boyd* *DAVID E. CASH*

ALBERT W. KELLY JR. 2 1202

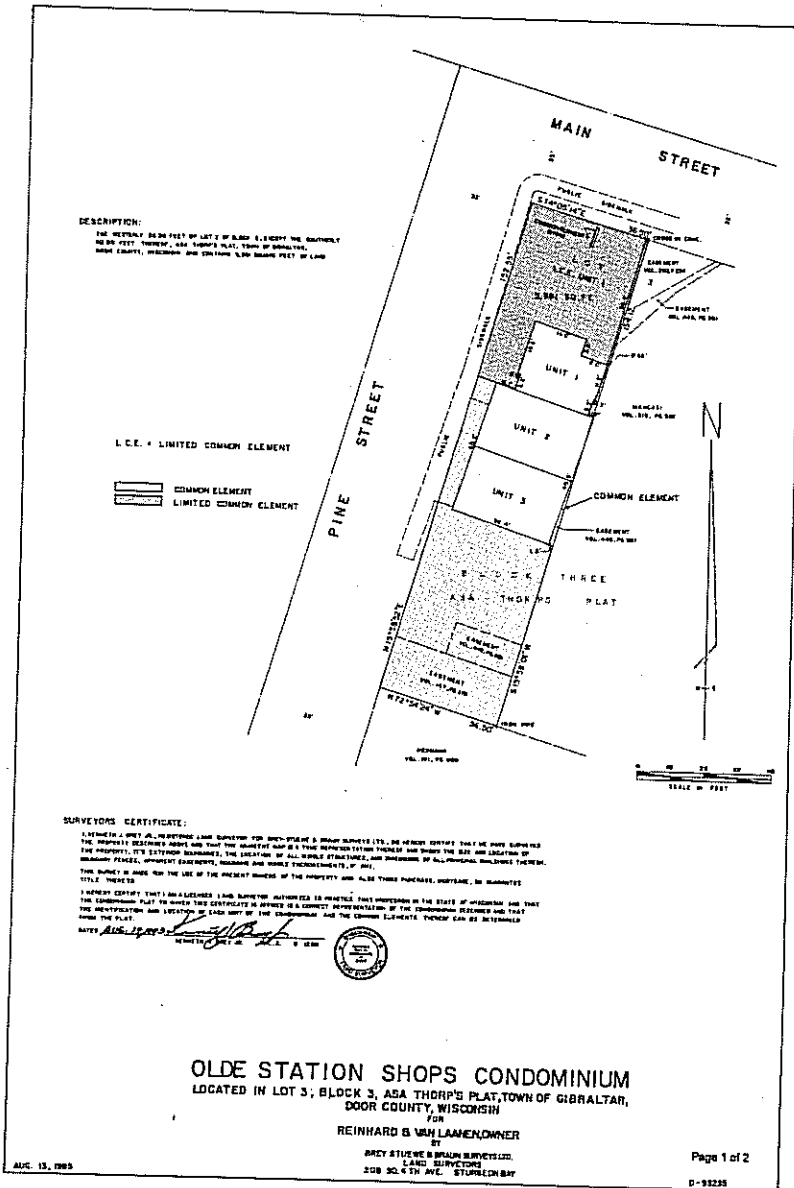


## FOR

3

GREY STUENE & BRAUN SURVEYORS LTD  
LAND SURVEYORS  
208 SO 4TH AVE STUNGEON BAY

532099.



Manager 27 Page 9

RECORDED  
Time...11:00AM...

488249

VOL 448 PAGE 991

JUL 17 1989

*Typing Office*  
1084  
RECORDS OF DEEDS  
DOOR COUNTY WIS.

GROSS-EASEMENTS

By *Eugene Jessup* This Agreement made in duplicate this 17 day of July,  
1989, by and between EUGENE B. JESSUP AND NORMA J. JESSUP,  
3144 Oak

*Thos. Ireland*  
husband and wife, hereinafter referred to as "Jessups" and  
NORMAN STENZEL AND ETHEL STENZEL, his wife, hereinafter referred  
to as "Stenzels":

WITNESSETH:

WHEREAS, Jessups own the property described in the attached  
Exhibit A; and

WHEREAS, Stenzels own the adjacent property described in the  
attached Exhibit B; and

WHEREAS, Jessups and Stenzels desire to grant unto each  
other easements for use of the other's property as more fully set  
forth herein; and

WHEREAS, the parties wish to formalize their agreements in  
writing for recording purposes.

NOW, THEREFORE, IT IS AGREED by and between the parties  
hereto for and in consideration of the mutual promises herein  
contained as follows:

1. Jessups hereby grant unto Stenzels a perpetual right  
and easement to use part of its property for driveway purposes in  
addition to an easement previously granted (Volume 290, Page  
204), said easement area being outlined in red on the attached  
drawing marked Exhibit C.

2. Jessups further grant to Stenzels the perpetual right and easement to maintain the location of a part of Stenzels' building on the Jessup property, said area being outlined in blue on the attached Exhibit C.

3. Stenzels grant to Jessups the perpetual right and easement to utilize for transient motor vehicle parking purposes an area 10 feet wide and 20 feet long (measured east to west) as more fully shown on the attached Exhibit C marked in yellow.

4. Jessups agree as a part of this Agreement to clean up and provide gravel at their cost to fill in the area in back of Stenzels' property between the area granted for parking purposes and Stenzels' building. After the improvements, Stenzels shall maintain the area.

5. Each hereby grants to the other such access as is necessary to maintain the appropriate easement area.

6. Jessups further grant to Stenzels the perpetual right and easement to go on the Jessups' property for the purpose of maintaining the outside of Stenzels' building which is located on Stenzels' property line adjacent to the Jessups' property.

IN WITNESS WHEREOF the parties have hereunto caused these presents to be executed the day and year first set forth above.

Eugene B. Jessup  
Eugene B. Jessup

Norma J. Jessup  
Norma J. Jessup

Norman Stenzel  
Norman Stenzel

Ethel Stenzel  
Ethel Stenzel

Personally came before me this 31<sup>st</sup> day of July, 1989, the  
above named Eugene B. Jessup and Norma J. Jessup to me known to  
be the persons who executed the foregoing instrument and  
acknowledge the same.

Julie G. Haddon  
Notary Public, State of Wisconsin  
My Commission: 5-26-90

Personally came before me this 1<sup>st</sup> day of July, 1989, the  
above named Norman Stenzel and Ethel Stenzel to me known to  
be the persons who executed the foregoing instrument and  
acknowledge the same.

Julie G. Haddon  
Notary Public, State of Wisconsin  
My Commission: 5-26-90

This instrument was drafted by:  
Attorney Robert W. Schaefer  
Trombridge, Planert & Schaefer, S.C.  
333 Main Street  
Green Bay, Wisconsin

Eugene Jessup  
Box 85  
3rd Ave S4212



503390

VOL 478 PAGE 192

AMENDED CROSS EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between Eugene B. Jessup and Norma J. Jessup, husband and wife (hereinafter referred to as "Jessup") and Norman A. Stenzel, s/r/a Norman Stenzel, and Ethel R. Stenzel, s/r/a Ethel Stenzel, husband and wife (hereinafter referred to as "Stenzel"), and William T. Van Laanen, Lyne Van Laanen, husband and wife, William L. Reinhard and Nedra L. Reinhard, husband and wife (hereinafter referred to as "Van Laanen/Reinhard").

WHEREAS, Jessup is the owner of property located partly in Lot 2 and partly in Lot 3, Block 3, Asa Thorp's Plat, Fish Creek, Section 29, Township 31 North, Range 27 East, Twn of Gibraltar, and described as follows:

Commencing at the Northwest corner of said Block 3; thence South 74 degrees 05 minutes 14 seconds East along the Southerly line of Main Street 36.50 feet to the point of real beginning; thence continue South 74 degrees 05 minutes 14 seconds East along said Southerly line of Main Street 40.01 feet; thence South 15 degrees 59 minutes 01 second West 154.12 feet; thence North 72 degrees 54 minutes 24 seconds West 40.02 feet; thence North 15 degrees 59 minutes 01 second East 153.30 feet to the point of real beginning, and

WHEREAS, Stenzel owns the property immediately West of the Jessup property, Stenzel's property being described as the Westarly 36-1/2 feet of Lot 3, Block 3, except the Southerly 60 feet, Asa Thorp's Plat, Fish Creek, Door County, Wisconsin, and Stenzel is selling his property to Van Laanen/Reinhard, and

WHEREAS, there have been a number of easements granted between Jessup and Stenzel, as well as the predecessors in title of Jessup and Stenzel, which various easements are described as follows:

A. Jessup has the right to use a strip 16 feet wide, which strip is the Southerly 16 feet of the Stenzel property, which easement runs from Pine Street on the Westerly side across the Southerly 16 feet of Stenzel's property to the property owned by Jessup on the East.

B. An easement for driveway purposes described in Volume 290 of Records, Page 204, which is an easement for a right-of-way over the Northeasterly part of Jessup's property, which easement commences at a point on the East boundary of the West 36-1/2 feet of said Lot 3, Block 3, Asa Thorp's Plat, at a point 22 feet South of the North boundary of said tract and running thence in a Northeasterly direction to a point on the North boundary of said Lot 3, which is approximately 10 feet West of the Northeast corner of said Lot 3.

C. A series of cross easements described in Volume 448 of Records, Pages 991, 992, 993, and 994, Document No. 488249, and

WHEREAS, the parties wish to eliminate all easements that cross the Northeasterly corner of the Jessup property and to amend and move the location of the 16 foot easement that was originally across the South 16 feet of Stenzel's property and to eliminate those portions of the cross easement described in Paragraphs 1 and 3, of the cross easement described in Volume 448 of Records, Pages 991 and 992.

VOL 478 PAGE 193

NOW, THEREFORE, it is agreed as follows:

1. EASEMENTS TERMINATED. The parties hereby agree to the termination of the easement described in Volume 280 of Records, Page 204, together with the easements described in Paragraph 1 and Paragraph 3 of the cross easement described in Volume 448 of Records, Pages 991 and 992, all as recorded in the office of the Register of Deeds for Door County, Wisconsin. This termination is effective November 1, 1991.
2. EASEMENTS TERMINATED. The agreements and easements contained in Paragraphs 2, 5, and 6 of Volume 448 of Records, Page 991, shall continue in full force and effect.

3. ACCESS EASEMENT REPEALED. The parties agree that the easement in favor of Jessup along the south 16 feet of the Stenzel property shall be relocated. In doing so, the parties agree to terminate the old easement running along the South 16 feet of the Stenzel property and grant a new easement 16 feet in width, the North and South line of said easement being parallel with the South line of the Stenzel tract; said easement being bounded on the South by a line 32 feet North of the South line of the Stenzel tract and on the North by a parallel line 48 feet North of the South line of the Stenzel tract and on the West by Pine Street and by the East line of Stenzel's property. This easement shall be a driveway easement and shall be restricted to ingress and egress only for Jessup and shall not be used by Jessup as a parking area in any way which might block the use of this area by Stenzel, Reinhard, Van Lannen, their agents, employees or guests.

The use of the driveway for ingress and egress purposes shall also be available to agents, employer's, customers, or guests of the owners of both the Jessup and the Stenzel properties, but is not to be blocked or used for parking by any of the parties named above.

This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date set opposite their names.

Eugene B. Jessup Date: 6-28-91.

Norma J. Jessup Date: 6-28-91

STATE OF WISCONSIN)

COUNTY OF DOOR ) SS

Personally came before me this 1st day of July, 1991, the above-named Eugene B. Jessup and Norma J. Jessup to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Eustace A. Beck  
Notary Public, State of Wisconsin  
My commission: 15 Permanent



503390

VOL 478 PAGE 194

|                              |                     |
|------------------------------|---------------------|
| <u>Norman A. Stenzel</u>     | Date: <u>7-1-91</u> |
| <u>Etzel R. Stenzel</u>      | Date: <u>7-1-91</u> |
| <u>William T. Van Laanen</u> | Date: <u>7-1-91</u> |
| <u>Lynne Van Laanen</u>      | Date: <u>7-1-91</u> |
| <u>William L. Reinhard</u>   | Date: <u>7-1-91</u> |
| <u>Nedra L. Reinhard</u>     | Date: <u>7-1-91</u> |

STATE OF WISCONSIN )  
COUNTY OF DOOR ) SS

Personally came before me this 1st day of July, 1991, the above-named Norman A. Stenzel, Etzel R. Stenzel, William T. Van Laanen, Lynne Van Laanen, William L. Reinhard and Nedra L. Reinhard to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Paula R. Roesch  
Notary Public, State of Wisconsin  
My commission: 15 Remainment

RETURN TO:  
this document drafted by:  
Attorney Robert A. Ross  
P. O. Box 317  
Sturgeon Bay, WI 54235-0317

RECORDED  
Time.. 11:10 AM

JUL 2 1991

By Paula R. Roesch  
Notary Public  
DOOR COUNTY WIS.

1480

Not Noted

DOC#: 780356

## State Bar of Wisconsin Form 1-2003

## WARRANTY DEED

Document Number

Document Name

Recorded

JULY 3, 2014 AT 11:09AM

CAREY PETERSILKA  
REGISTER OF DEEDS  
DOOR COUNTY, WI

THIS DEED, made between Norman A. Stenzel and Ethel R. Stenzel, husband and wife

("Grantor," whether one or more), and William L. Reinhard and Nedra L. Reinhard, husband and wife, as survivorship marital property as to an undivided one-half interest, and William T. Van Laanen and Lynne Van Laanen, husband and wife \*\* ("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Door County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached legal description.

This deed is in satisfaction of a land contract, document #503393, Volume 478, pages 197-198 as recorded in the office of the Door County Register of Deeds, dated July 2, 1991

\*\* as survivorship marital property as to an undivided one-half interest.

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except:

Municipal and zoning ordinances, easements and restrictions of record.

Dated 6-30-2014

Norman A. Stenzel (SEAL)

Ethel R. Stenzel (SEAL)

(SEAL)

(SEAL)

## AUTHENTICATION

Signature(s)

ACKNOWLEDGMENT  
STATE OF Wisconsin

authenticated on

Door ) ss.  
COUNTY )

TITLE: MEMBER STATE BAR OF WISCONSIN

(if not, \_\_\_\_\_)  
authorized by Wis. Stat. § 706.06 )

THIS INSTRUMENT DRAFTED BY:  
Robert A. Ross, Ross Estate Planning  
Sturgeon Bay, Wisconsin

Personally came before me on June 30, 2014  
the above-named Norman A. Stenzel and Ethel R. Stenzel  
to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

Debra J. Meekle, Schubert  
Notary Public, State of Wisconsin

My commission (its permanent) (expires: 4-10-2016)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.  
WARRANTY DEED

\*Type name below signatures.

The Westerly 36 1/2 feet of Lot 3, Block 3 except the southerly 60 feet thereof, all in the Asa Thorp's Plat, Town of Gibraltar, Door County, Wisconsin, together with an easement for a right of way over the Northeasterly part of Lot 3 commencing at a point on the East boundary of said West 36 1/2 feet of Lot 3 at a point 22 feet South of the North boundary of said tract and running thence in a Northeasterly direction to a point on the North boundary of said Lot 3 which is approximately 10 feet West of a point where the East boundary of said Lot 3 intersects the North boundary of said Lot 3.

**503396**

STATE BAR OF WISCONSIN FORM 11-1582  
LAND CONTRACT  
Intervenor and Cooperative  
(TO BE USED FOR ALL TRANSFERS WHERE OVER  
\$10,000 IS FINANCED BY ANY OTHER NON-CONSUMER  
ACT TRANSACTOR)

YOU 478 PAGE 197  
 THIS FILE RESERVED FOR RECORDING DATA  
 RECORDED  
 Time..11:20 AM.

JUL 2 1991

*Travis Davis*  
CLERK OF DISTRICT  
DOOR COUNTY WIS.

Contract, by and between Norman A. Stommel and  
 Ethel R. Schmeitzel, husband and wife  
 (Vendor)  
 and William L. Reinhard and Nedra L.  
 Reinhard, husband and wife, as executor of the  
 last will and testament of  
 (Purchaser), whether now or  
 hereafter, do hereby certify that the foregoing  
 Vendor sells and agrees to convey to Purchaser, upon the prompt and full per-  
 formance of this contract by Purchaser, the following property, together with the  
 realty, profits, fixtures and other appurtenant interests (all called the "Property"),  
 to-wit:

RETURN TO  
DAD

1200

The Westery, 36-1/2 feet of Lot 3, Block 3, except southerly 60 feet thereof, all in Ada Thorp's Place, Door County, Wisconsin, together with an easement For a right of way over the Northerly part of Lot 3 commencing at a point on the East boundary of said West 36-1/2 feet of Lot 3 at a point 22 feet South of the North boundary of said tract and running thence in a Northerly direction to a point on the North boundary of said Lot 3 which is approximately 10 feet West of a point where the East boundary of said Lot 3 intersects the North boundary of said Lot 3.

Tax Parcel No. 014-39-0003A

undivided one-half interest; and William T. Van Laanen and Lynne Van Laanen, husband and wife, as survivorship marital property, as to an undivided one-half interest.

WHIZ  
11-7

... JONES in this document to release any marital right she may have acquired.

This is not ..... homeland property.  
(No (ie not) )

Purchaser agrees to purchase the Property and to pay to Vendor at his designated address the sum of \$ 192,800.00 in the following manner: (a) \$ 51,500.00 at the execution of this Contract; and (b) the balance of \$ 138,500.00 together with interest from time to time as follows: On or before January 1, 1992, a payment of interest only amount paid in full, as follows: The amount of \$ 6,825.00. A second payment of interest only on or before July 1, 1992, in the amount of \$ 6,825.00. Thereafter, purchaser will make equal semi-annual installments, including principle and interest, which semi-annual installments shall be made on or before January 1 and July 1 of each year, with the first semi-annual installment due on or before January 1, 1993; the second semi-annual installment due on or before July 1, 1993, and semi-annually on these dates thereafter until paid in full. Each semi-annual installment shall be in the amount of \$ 10,953.11.

Following any default in payment, interest shall accrue at the rate of 18 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the principal balance).

[illegible][illegible]

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except Exceptions shown in the commitment for title insurance, Chicago Title Insurance Company commitment dated June 24, 1991).

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Superintendent shall be entitled to take possession of the Property on July 1 1921  
Witness Our Hands

DAVID CONYBEARE, VALERIE, and  
CAROLINE

STATESMAN OF WASHINGTON  
VOL. 11, No. 11-1911

**Millersville Local Gas Inc.**  
**Millersville, Pa.**

478 PAGE 198

Property or upon Vendor's

or damage occasioned by fire, explosion, theft, burglary, riot, strike, sabotage, sabotage by fire, or any other cause, through insurers approved by the Board of Insurance.

the Property, to keep the Property  
for the term of this Contract, and

shall be fully paid and all conditions on demand, execute and deliver to all heirs and encumbrances, except municipal and

13. Notwithstanding to whom payment is made by Purchaser, the obligation of Purchaser to pay to Seller the amount of this Contract, and as a remedy for the non-payment of this Contract by Purchaser, shall remain in full force and effect until the date of payment in full by Purchaser to Seller of the amount of this Contract.

of this contract. Purchaser covenants to collect the rents, issues, and profits of the realty, less any taxes and expenses when so collected shall be held and

of the heirs, legal representatives, the spouse of Vendor for a valuable interest to join in the execution of the

15-91

Interpretation of the following:

David Edwards

**Van Jaanen** .....

100

# **HAARLEM**

**CONCLUSION**

17

County.

1991 the above

WILLIAM C. KEELIN  
and J. H. VAN

...one Van Loanen, and

Version 5 Who are we?

and acknowledge his name.

255

**SECRET**

remains non- $\{1\}$  not able to exp

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VOL 733 P. 885

RECEIVED FOR RECORD  
REGISTER OF DEEDS  
DOOR COUNTY

'00 AUG 23 PM 3 13

*Wesleyan State*

Tract Indexed

606085

Document Number

GROUNDWATER USE RESTRICTION

Declaration of Restrictions

Recording Area

Name and Return Address

*W.L. Van Laanen  
Box 367  
Door Creek, WI 53212*

In Re: The Westerly 36-1/2 feet of Lot 3, Block 3, except  
the southerly 60 feet thereof, all in Asa Thorp's Plat,  
Door County, Wisconsin.

STATE OF WISCONSIN

COUNTY OF DOOR

)  
)  
) ss

*014-60-0001*  
Parcel Identification Number (PIN)

WHEREAS Norman A. Stenzel and Ethel R. Stenzel, Vendors and William L. Reinhard, Nedra L. Reinhard, William T. Van Laanen and Lynn Van Laanen, Purchasers, are the owners under a land contract of the above-described property.

WHEREAS, one or more petroleum discharges have occurred on this property. Petroleum-contaminated groundwater above ch. NR 140, Wis. Adm. Code enforcement standards existed on this property at the following location(s) on the following date(s): At monitoring well one (MW-1) on September 14, 1999, benzene was detected at 28 parts per billion (ppb) and total trimethylbenzene (TMB) was detected at 870 ppb; at MW-2 on September 14, 1999, benzene was detected at 53 ppb and total TMB was detected at 790 ppb; at MW-3 on September 14, 1999, benzene was detected at 15 ppb and total TMB was detected at 530 ppb. Location of monitoring wells is provided on Figure 2 attached and made part of this restriction.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct further groundwater or soil remediation activities on the property at the present time.

WHEREAS, natural attenuation has been approved by the Department of Natural Resources to remediate groundwater contamination exceeding ch. NR 140, Wis. Adm. Code groundwater standards within the boundaries of this property.

WHEREAS, construction of wells where the water quality does not comply with drinking water standards in ch. NR 809, Wis. Adm. Code is restricted by chs. NR 811 and NR 812, Wis. Adm. Code. Special well construction standards or water treatment requirements, or both, or well construction prohibitions may apply.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific requirements are applicable, prior to constructing or reconstructing a well on this property. No well may be constructed on this property unless applicable requirements are met.

If construction is proposed on this property that will require dewatering, or if groundwater is to be otherwise extracted from this property, while this groundwater use restriction is in effect, the groundwater shall be sampled and analyzed for contaminants that were previously detected on the property and any extracted groundwater shall be managed in compliance with applicable statutes and rules.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction benefits and is enforceable by the Wisconsin Department of Natural Resources, its successors or assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon the receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, attached to a copy of the Department's written determination, may be recorded to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

606085

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IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 18<sup>th</sup> day of Aug., 2000.

Signature: [Signature] Signature: [Signature]  
Printed Name: LYNNE VAN HANSE Printed Name: William Van Landuyt

Subscribed and sworn to before me  
this 18 day of Aug., 2000  
[Signature]  
Notary Public, State of Wis.  
My commission 11/24/2002

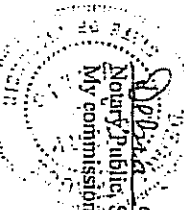
Subscribed and sworn to before me  
this 18 day of Aug., 2000  
[Signature]  
Notary Public, State of Wis.  
My commission 11/24/2002

Signature: [Signature]  
Printed Name: NEENA REINHARD

Signature: [Signature]  
Printed Name: LOM REINHARD

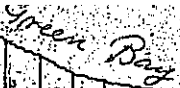
Subscribed and sworn to before me  
this 18 day of Aug., 2000  
[Signature]  
Notary Public, State of Wis.  
My commission 11/24/2002

Subscribed and sworn to before me  
this 18 day of Aug., 2000  
[Signature]  
Notary Public, State of Wis.  
My commission 11/24/2002



This document was drafted by the Wisconsin Department of Natural Resources based on information provided by Environmental Compliance Consultants, Inc.





C. O. Guernsey

1891

Prostitution

For David [illegible]

# History of the

Chickadee

My dear Mr. Secretary

## DOOR COUNTY TREASURER

03/30/2017

## 2016 TAX BILL

014 600000 R

Bill#: 3356 Desc: THE WLY 36.50' OF LOT 3  
BLK

OLDE STATION SHOPS

3 ASA THORPS PLAT. EXC  
THE

CONDOMINIUM

Acres: .13

SLY 60'

\*\*DO NOT ASSESS\*\*

Sch#: 2114

\*LEGAL DESC.BOUNDARY\*

Voc#: 1300

00000

Doc# 548/333

Type Desc. Land Improvements E.F.M.V.  
L2 COMMERCIAL 0 0 0

RE Tax:

RE+Util Paid:

Lottery:

Lottery Used:

708 FISH CREEK - 1 Util.Dist.Tax:

801 BID DIST.-GIB. Util.Dist.Tax:

TOTAL TAX: .00

TOTAL PAID: .00

BALANCE DUE: .00

## DELINQUENT TAX AMOUNTS BY YEAR

CURRENT

PRIOR YEARS TOTAL DUE AS OF 03/30/2017

0.00

YEAR TAX DUE INT/PEN DUE TOTAL DUE

\*\* NO DELINQUENT TAXES DUE \*\*

CLOSE WINDOW