

312299

DECLARATION OF CONDOMINIUM

Document No.

Document Title

VOL 591 PAGE 502

BURNETT COUNTY
WISCONSIN
RECEIVED AND RECORDED

JAN 26 1998

AT 9:00 O'CLOCK A.M.
VOL 591 PAGE 502

Jenna Lee
REGISTER OF DEEDS

Return to

Slaby, Deda, Marshall & Reinhard
P.O. Box 7
Phillips, WI 54555

Northwest Land & Title Inc.
P.O. Box 520
Miltown, WI 54858

Parcel Identification Number

THIS INSTRUMENT WAS DRAFTED BY:
Mark T. Fuhr
Slaby, Deda, Marshall & Reinhard
Phillips, WI 54555
(715) 339-2196

312299

VOL 591 PAGE 503

DECLARATION OF CONDOMINIUM

of

TWILIGHT POINT CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM, made this 30th day of December, 1997, by Donald V. Hendrickson, Joyce M. Hendrickson, Gary L. Hendrickson, and Theresa B. McCoy of Haywood County, North Carolina, hereinafter referred to as the "Declarant," for themselves, their successors in interest and assigns.

Wherein the Declarant hereby makes the following declarations:

1. **PURPOSE AND NAME.** The purpose and intent of this declaration is to submit the lands herein described and the improvements thereon located to the condominium form of ownership and use in the manner provided by Chapter 703, Wisconsin Statutes (1977), which said Chapter shall be hereinafter referred to as "THE CONDOMINIUM OWNERSHIP ACT". The Declarant intends that the condominium will be governed by an Association of unit owners.

The name of the condominium shall be TWILIGHT POINT CONDOMINIUM and its address shall be 24755 Clam Lake Drive, Siren, Wisconsin 54872.

2. **LAND.** The lands owned by the Declarant which are hereby submitted lying in Burnett County, Wisconsin:

All of Lot 11, of the Plat of Twilight Point, located in part of Government Lots 3 and 4, Section 2, Township 38 North, Range 16 West, Town of Siren, County of Burnett, State of Wisconsin and more particularly

described as follows:

Commencing at the Meander Corner common to Section 2 and 35;
Thence S35°13'31"E 988.64 feet to the Northeast Corner of Lot 11 of the Plat of Twilight Point being the Point of Beginning; thence S22°00'55"E 321.25 feet along the easterly line of said Lot 11; thence S48°53'29"W 236.89 feet along the southerly line of said Lot 11; thence S72°54'02"W 487.98 feet along said southerly line; thence S79°49'04"W 189.16 feet along said southerly line; thence N59°24'21"W 72.58 feet along said southerly line; thence N30°31'52"W 192.06 feet along the Southwesterly Line of said Lot 11 to a Meander line of Clam Lake; thence N44°57'10"E 154.23 feet along said meander line; thence N19°12'15"E 212.15 feet along said meander line to a point on the North Line of said Lot 11; thence S89°32'06"E 165.52 feet along the northerly line of said Lot 11; thence S89°31'18"E 95.52 feet along said northerly line; thence S 75°08'16"E 200.87 feet along said northerly line; thence N82°45'17"E 61.15 feet along said northerly line; thence N57°00'36"E 80.06 feet along said northerly line; thence N38°30'49"E 100.66 feet along said northerly line; thence N47°36'53"E 62.65 feet along said northerly line to the point of beginning.

3. **DEFINITIONS.** The terms used herein and in the By-laws shall have the meaning stated in the CONDOMINIUM OWNERSHIP ACT, Chapter 703, Wisconsin Statutes (1977), unless otherwise defined or unless the context otherwise requires.

312299

VOL 591 PAGE 505

4. UNITS. The units are located on the condominium plat which was filed on 12/9/97 in the Office of the Register of Deeds for Burnett County, Wisconsin in Plat File No. 5 at page 222-A as document number 311488, and as thereafter amended. The numbering set forth herein corresponds with the numbering set forth in the condominium plat. The units are described as follows:

<u>IDENTIFICATIONS NUMBER ON CONDOMINIUM PLAT AND UNIT NUMBER OF UNIT</u>	<u>APPROXIMATE AREA</u>	<u>PERCENT OF UNDIVIDED INTEREST IN COMMON ELEMENTS AND FACILITIES</u>
Unit 1	880 sq. ft.	12.5
Unit 2	627 sq. ft.	12.5
Unit 3	705 sq. ft.	12.5
Unit 4	657 sq. ft.	12.5
Unit 5	846 sq. ft.	12.5
Unit 6	633 sq. ft.	12.5
Unit 7	667 sq. ft.	12.5
Unit 8	3641 sq. ft. (storage unit = 1418 sq. ft.) (Main level = 2100 sq. ft.) (Loft = 123 sq. ft.)	12.5

Each unit shall have one vote at each meeting of the Association.

The perimeter of each unit shall be the vertical planes of each outermost wall of the unit as shown on the condominium plat. Attachments extending beyond the perimeter (including but not limited to roof overhangs, porches, decks, stairways, and entrances) shall be considered a part of the unit to which they are attached.

5. **COMMON ELEMENTS AND FACILITIES.** The common elements include the land and all other parts of the condominium not within the perimeter of the individual units. All common elements, except limited common elements, shall be available for use by all unit owners without discrimination.
6. **LIMITED COMMON ELEMENTS.** The limited common elements shall include areas identified on the condominium plat as limited common elements reserved for the use of a particular unit or units.
7. **REAL ESTATE TAXES.** (A) 1998. In 1998 it is expected that the taxing authority will tax the whole condominium as a single entity. If that is the case, each unit owner shall be responsible for paying the following percentage of the total tax bill:

Unit 1	12.5%	Unit 5	12.5%
Unit 2	10.0%	Unit 6	10.0%
Unit 3	10.0%	Unit 7	10.0%
Unit 4	10.0%	Unit 8	25.0%

Each unit owner shall pay to the taxing authority the percentage of tax they owe on or before January 31, 1999.

(B) Years following 1998. In years following 1998, each unit owner shall be responsible for paying taxes on the assessed value of his or her unit, plus his or her proportionate share of the assessed value of the common elements. Each unit owner's percentage share shall be equal to his or her percentage interest in the common element as defined in section 5 of this Declaration.

8. **EASEMENTS.** The Association shall have the power to grant easements through or over both the common elements and the limited common elements for any reasonable purpose. In addition, the condominium is subject to any and all easements of record, including but

312299

VOL 591 PAGE 507

not limited to easements for electric power, access and sanitary sewage service for the condominium or adjacent property.

9. SEWAGE AND WATER CONNECTION. Each unit is supplied by its own private well, which is located within the limited common element immediately surrounding each unit. Maintenance of all water supply lines shall be at the expense of each unit owner. Each unit is required to connect, and remain connected, to common sewage lines. Maintenance of all sewage connections from individual units to common lines shall be at the expense of each unit owner. Maintenance of the common line shall be a common expense of the Association.
10. AGENT FOR PROCESS. The individual person who shall receive service of process in the cases provided for by THE CONDOMINIUM OWNERSHIP ACT shall be Brian Swanson, Project Manager, Taylor Investment Corporation of Wisconsin, P O Box 177, Spooner, Wisconsin 54801. After the formation of the Association, the Association shall designate a new agent.
11. METHOD OF AMENDMENT TO DECLARATION. This Declaration may be amended at any regular or special meeting of the Association of unit owners of the condominium, called and convened in accordance with the by-laws, by the written affirmative vote of not less than 75% of the unit owners; All amendments shall be certified by the Director who is designated as Secretary of the Association, shall be in recordable form, and shall be recorded with the Register of Deeds for Burnett County. All such amendments shall be made consistent with THE CONDOMINIUM OWNERSHIP ACT. However, under no circumstances shall an amendment change:

(a) any condominium parcel;

(b) a condominium unit's percent of the undivided interest in the common areas, elements and facilities as expressed in this Declaration;

(c) a condominium unit's percentage share of common expenses or common surplus; or

(d) the voting rights appurtenant to any unit,

without the written consent of all record unit owners and all record mortgagees. No amendment shall be passed which shall impair or prejudice the rights of any record mortgagee or the priority of any record mortgage.

12. RESTORATION AND REPAIR In the event of material damage or destruction of all or part of the condominium, not less than 75% of the unit owners must agree upon any determinative decision to rebuild, repair, restore or sell the condominium.

Dated this 24 day of December, 1997.

Donald V. Hendrickson
Donald V. Hendrickson

Dated this 30 day of December, 1997.

Gary L. Hendrickson
Gary L. Hendrickson

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss.
COUNTY OF Nassau)

Personally came before me this 24th day of December, 1997 the above named Donald V. Hendrickson to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Paula E. Morris
Notary Public, State of Florida
My commission expires _____

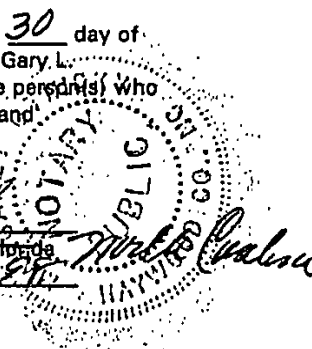


ACKNOWLEDGMENT

North Carolina
STATE OF FLORIDA)
)ss.
COUNTY OF Nassau)

Personally came before me this 30 day of December, 1997 the above named Gary L. Hendrickson to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Margaret Quinlan
Notary Public, State of Florida
My commission expires 9-21-97



312299

VOL 591 PAGE 509

Dated this 24th day of December, 1997.

Joyce M. Hendrickson
Joyce M. Hendrickson

Dated this 30 day of December, 1997.

Theresa B. McCoy
Theresa B. McCoy

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss.
COUNTY OF Nassau)

Personally came before me this 24th day of December, 1997 the above named Joyce M. Hendrickson to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Paula E. Morris
Notary Public, State of Florida
My commission expires _____



ACKNOWLEDGMENT

North Clewiston
STATE OF FLORIDA)
) ss.
COUNTY OF DeSoto)

Personally came before me this 30 day of December, 1997 the above named Theresa B. McCoy to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Margaret Stueck
Notary Public, State of Florida
My commission expires 9-21-98

