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CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
TOP OF THE HILL CONDOMINIUM

*Marilyn Jadin*  
REGISTER OF DEEDS  
DOOR COUNTY, WIS.  
by: \_\_\_\_\_  
Tract Indexed  
Retained  
Cherryland  
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84

This Declaration is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, (herein the "Act"), made this 3rd day of March, 1987, by Top of the Hill Development, Inc. a Wisconsin Corporation, (herein the "Declarant").

1. STATEMENT OF DECLARATION. The purpose of the Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.3 hereto together with all buildings and improvements located or to be located thereon (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, divided, 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 deemed to run with the land and shall continue as benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having an interest in the property.

2. DESCRIPTION OF DEVELOPMENT.

2.1. Name. The real estate as described in Section 2.3 together with all buildings and improvements located or to be located thereon shall be known as Top of The Hill Condominium.

2.2. Address. The address of the condominium is Spring Road, Fish Creek, Wisconsin 54212.

9341 + 9331

2.3. Legal Description. The following described real estate is subject to the provisions of this Declaration, to-wit:

A tract of land located in the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 33, Town 31 North, Range Twenty-seven (27) East, Town of Gibraltar, Door County, Wisconsin and described as follows:

Commencing at the Northwest corner of said Section 33, thence S 01°15' W along the section line 1007.75 feet; thence S 88°45' E 920.0 feet to the point of real beginning; thence continue S 88°45' E 162.0 feet; thence N 01°15' E 359.34 feet; thence S 73°52'41" E 247.62 feet to the intersection with the 1/16th line; thence S 01°03'57" W along said 1/16th line 495.79 feet; thence N 88°45' W 402.91 feet; thence N 01°15' E 200.0 feet to the point of real beginning. Subject to the town road right-of-way known as Spring Road as shown on the Plat.

Said tract contains 3.651 acres of land.

3. DESCRIPTION OF BUILDINGS.

Two buildings containing a maximum of 24 commercial units and a maximum of 12 residential units will be

constructed on the lands described in Section 2.3. Declarant reserves the right to alter the mix of residential/commercial units and to reduce the total number of units depending on the size of the units which are constructed in Building B. The location of said buildings and the units contained therein shall be shown on the condominium plat filed for record in the office of the Register of Deeds for Door County, Wisconsin and incorporated herein by this reference. Each building shall be designated by letter and each commercial unit within each building shall be designated by number. Each residential unit within each building shall be designated by letter. The Declarant reserves the right to file an amended plat showing the exact location of the second building to be constructed on the condominium property which amended plat shall also show the location of the various units within said building. The buildings are of various dimensions as are the units contained therein, all as shown on the condominium plat heretofore referred to. The buildings are two-story, and the exteriors will be constructed of such materials as the Declarant may from time to time determine, it being contemplated by the Declarant that the nature of the exterior of the buildings will be similar in character. All residential units shall be located on the second floor. All commercial units shall be located on the first floor. Each unit within a building shall contain a bathroom and fixtures within interior partitions, the location of which shall be determined by the Declarant at the time of construction. The electrical and heating systems will be designed to serve only one unit, all as determined by the Declarant at the time of construction. Therefore, there shall be separate electrical and heating systems for each unit which shall be individually metered and controlled and the charges therefor shall be assessed to the unit making use of them. Each building and the units contained therein will served by municipal sewer through the Fish Creek Sanitary District #1 and one or more private wells will serve all units of the condominium.

#### 4. DESCRIPTION OF UNITS.

(a) The exterior dimensions of the perimeter walls of each unit are shown on the Plat of Condominium. Partition walls, interior stairways between lower and upper levels, and the location of any plumbing facilities therein shall be determined by the Declarant and/or the prospective owner or lessee of a unit and shall be constructed at the expense of the owner and/or lessee. Stairways serving the second floor residential units shall be limited common elements appurtenant to the unit for which they are designated. Working drawings and general specifications for the project are on file at the office of the Declarant at 4086 Main Street, Fish Creek, Wisconsin 54212.

(b) The boundaries of each unit shall consist of that part of the cubic area of each building which is enclosed as follows:

(i) The vertical or parametrical 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 doors and windows bounding a unit extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper and lower boundaries of a unit shall be:

(a) Lower Boundary - the plane of the upper surface of the subflooring; and

(b) Upper Boundary - the plane of the lower surface of the ceiling.

(c) The common elements shall include all of the condominium except its units and the limited common elements appurtenant to the units for which they are designated and shall include but not be limited to the following: land, walks, driveways, parking lots, utility lines, sewer lines, water and pressure systems, portions of mechanical systems of each building, if any, which are intended to serve more than one unit, utility rooms and public restrooms. The common elements shall be repaired and maintained by and at the expense of the Top of the Hill Condominium Owner's Association, Inc., a non-stock, not-for-profit corporation serving as the association of unit owners for the condominium (the "Association") as more fully provided in the By-Laws of the Association (the "By-Laws"), and the Articles of Incorporation (the "Articles").

#### 5. DESCRIPTION OF LIMITED COMMON ELEMENTS.

The limited common elements shall include the following:

(a) The stairways, landings, and suspended decks serving the residential units.

(b) Declarant reserves the right to establish a caretakers residence in one of the residential units of the condominium and may thereupon convert said unit to a limited common element for the use of the caretaker.

(c) Declarant reserves the right to construct a loading dock and designate a "grocery service area" and a "refuse disposal area" which shall be limited common elements appurtenant to a commercial unit to be located in building B of the condominium in the event said unit is used as a grocery store or supermarket.

The manner and use of the limited common elements shall be governed by the By-laws of, and such rules and regulations as may be established by, the Association of unit owners, and no unit owner shall decorate, landscape or adorn any limited common elements or permit such in any manner contrary to such By-laws, rules and regulations.

#### 6. PERCENTAGE INTERESTS, VOTING AND ASSESSMENTS.

(a) The undivided interest in the common elements (including limited common elements) appertaining to each unit in building A set forth in Exhibit "A" hereto which is incorporated hereto by this reference.

(b) Declarant reserves the right to determine and assign to those units to be located in building B a percentage interest in the common elements and the number of votes appurtenant to each unit located in building B at such time as said units are constructed and thereafter record an amendment setting forth such percentage interest and voting rights as determined and assigned by the Declarant.

(c) Each unit shall be entitled to the number of votes set forth in Exhibit "A" hereto, provided, however, that the Declarant shall be entitled to three times the number of

votes allocated to each unit for all units contemplated by this Declaration, less units sold. The Declarant shall be entitled to only the number of votes allocated to each unit, as set forth in Exhibit "A" and any amendment to the Declaration establishing voting rights for the units in building B, however, three years after the date that the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant or thirty days after the conveyance of 75% of the common element interest to purchasers, whichever first occurs.

(d) Declarant reserves the right to re-allocate the voting rights and the percentage interest in the common elements appertaining to the units in building A at the time it determines and assigns the percentage interest in the common elements and voting rights for units in building B provided for under subsection (b) above. Any such re-allocation shall be proportionally consistent as to all units in building A so as not to conflict with the requirements of Section 703.13(4), Wis. Stats.

(e) The cost for physical damage insurance premiums on policies which have been obtained by the Board of Directors of the Association, and all common expenses shall be assessed against the unit owners in proportion to the undivided percentage interest in the common elements appertaining to each unit.

#### 7. 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 Top of The Hill Condominium Owners Association, Inc. and hereinafter called ("the Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. The Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws as well as the rules and regulations of the Association.

(b) Voting Rights. The Association shall have two classes of voting memberships as follows:

Class A: Class A members shall be all unit owners with the initial exception of the Declarant and shall have the number of votes assigned to their unit(s) as set forth in Exhibit "A" hereto. Should a unit be owned by more than one person, the owners thereof are entitled collectively to only one vote for that unit.

Class B: Class B members shall be the Declarant who shall have three (3) times the number of votes assigned to each unit contemplated by this Declaration less the number of votes appurtenant to each unit as it is sold. The Class B membership shall cease and be converted to Class A three years after the date the first condominium is conveyed by the Declarant to any person other than the Declarant or thirty (30) days after the conveyance of 75% of the common element interest to purchasers, whichever first occurs.

## 8. RESTRICTION ON USE OF RESIDENTIAL UNITS.

*Permit was amended April 1983 and since collection is longer being*

The conditional use zoning permit issued by the County of Door under which the condominium is developed restricts occupancy of residential units to the owners, occupants and employees of occupants of the commercial units of the condominium.

## 9. COMMERCIAL USE.

With the exception of the residential units created by this condominium, which are reserved for residential use only, all commercial units are intended for and shall be restricted to use by the owner, lessees, invitees and frequenters for commercial purposes only, and all buildings are intended for and restricted to use for commercial purposes only, with the exception of the residential units located therein.

## 10. RIGHTS RESERVED BY DECLARANT.

The Declarant reserves the right to amend the uses and the number of units contemplated by this Declaration and to change the layout and dimensions of the buildings and units as shown on the Condominium Plat attached hereto prior to the construction of any such buildings and units provided, however, that the changes shall not substantially alter the nature and quality of the buildings and units. The Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat or survey depicting the layout, location, unit numbers and dimensions of the buildings and units as finally located and erected. In addition, the Declarant reserves an easement for ingress and egress over and across the parking lot and driveways for the purpose of ingress and egress to other lands which Declarant may acquire after the recording of this Declaration and also for the purpose of laying utility lines across the common elements.

## 11. SERVICE OF PROCESS.

The resident agent for the Condominium shall be A.H. Gilster, Jr.. Service of process shall be made upon the registered agent at 4086 Main Street, Fish Creek, Wisconsin 54212 as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

## 12. DAMAGE OR DESTRUCTION.

In the event the Condominium is destroyed or damaged in an amount in excess of \$15,000.00 and insurance proceeds, if any, are insufficient to complete repair or reconstruction, action by the Association by vote of a majority vote of unit owners, shall be necessary to repair or reconstruct the Condominium. Damage or destruction to a lesser extent and damage or destruction in an amount in excess of \$15,000.00 for which insurance proceeds are sufficient to complete repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in the By-laws.

## 13. PROHIBITED AND RESTRICTED USES.

Declarant for itself, its successors or assigns, reserves the right to prohibit the following uses and businesses to-wit: arcades, adult book stores, massage

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 parlors, restaurants and any carry-out food store which uses open cooking or deep frying to prepare food. The use of any unit is further restricted to those uses permitted by the conditional use permit issued by the Door County Resource Planning Committee for the development. In addition, the Declarant limits the use of the units to no more than one grocery store/supermarket or convenience mart. Declarant further reserves the exclusive right to apply for and obtain a license or licenses to allow consumption and/or sale of alcoholic and fermented malt beverages on the premises including licenses for "carry out" or "package" sales of wines, liquors, beer and other alcoholic and fermented malt beverages. Declarant further reserves the exclusive right to assign such license or licenses to the restaurant, grocery store, and/or package good outlet which may be located in the condominium. The terms "outlet store" and "discount store" may not be used along or in conjunction with the other words, names or term as the name of a store or shop for any sign or other advertising of said store or shop.

#### 14. ASSESSMENT FOR ADVERTISING.

For a period of two years from the date of the sale of the first unit of the condominium, the unit owners may be assessed based upon their ownership interest in the common element for advertising purposes. The total advertising budget shall not exceed \$5,000.00 per year and the Declarant and the Owners Association shall have the right to assess said advertising expense as a common expense. After the expiration of two years from the date of the sale of the first unit, the Association may continue to so assess for advertising purposes however, an amendment to the Declaration shall be required to allow the Association to continue assessments for advertising. The residential units established under the terms of this Declaration shall not be liable for any assessment for advertising as set forth in this paragraph.

#### 15. MAINTENANCE FEES PAYABLE BY DECLARANT.

Declarant shall not be responsible for payment of any maintenance fees or assessments for existing units or units contemplated by the Declaration except for existing units which are leased by the Declarant, notwithstanding any provisions to the contrary which may be contained in Section 6(e) above.

#### 16. COMMON OWNERSHIP, PLUMBING INSPECTION

Maintenance and operation of sewage system.

16.1. Purpose. This article of the Declaration is intended as expressly required by the Bureau of Plumbing, Division of Safety in Buildings, Wisconsin Department of Industry, Labor and Human Relations (herein the "department"), for the departments initial and continued approval of a common ownership sewage system as required under Chapter 145, Wis. Stats., and Chapter H63, Wisconsin Administrative Code.

16.2. Description. The sewerage system for this condominium is collection and transfer of sewerage to Fish Creek Sanitary District #1, a municipal treatment facility.

16.3. Common Elements. All pipes, water lines and sewer lines, both main and off unit laterals, are common elements of the condominium.

16.4. Responsibility for System. The condominium association established by this Declaration under Section 703.15, Wis. Stats., shall have all powers necessary to operate, maintain, and replace the sewerage system in conformance with state law, shall be responsible for such operation, maintenance and replacement. Upon removal of a part or all of the property described in the Declaration and successive form of ownership in common by two or more persons or entities of one or more units with a shared system, the owners of such removed property shall have a legal and financial obligation to cause the shared system to be operated and maintained by a single entity with sufficient legal powers and enforceable assessments for such operation and maintenance. Examples of such entities include, without limitation, a condominium association, a property owner corporation as described in Section 779.70, Wis. Stats., a lawful private sewerage district, a municipal sewerage district or a private utility district charged with the operation of a lawful private sewerage system.

16.5. Amendments. Unless the written consent of the department is obtained, the Declaration, By-laws, Articles of Incorporation of the condominium association shall not be amended in any manner to deprive the association of control over the sewerage system or the condominium and of the power to levy and enforce assessments for purposes of operating, maintaining or replacing the sewerage systems.

16.6. Enforcement. The provisions of this instrument may be enforced by any owner of property which has become subject to the Declaration and which is served by a shared sewerage system and may also be enforced by the department or the county in which the property is located.

#### 17. RESTRICTION ON PLUMBING FIXTURE UNITS.

Through agreement with Fish Creek Sanitary District #1, a copy of which is attached hereto as Exhibit "B" and incorporated herein, Declarant is limited to 275 plumbing fixture units for the entire development of Top of the Hill Condominium. In the event the number of plumbing fixture units constructed and used in Top of the Hill Condominium increases beyond 275 plumbing fixture units, Fish Creek Sanitary District #1 has the right to levy a special assessment on the condominium property for increased effluent flow generated from the excess of plumbing fixture units over 275. Therefore, in the event that the owner of any unit establishes a business or use which results in increased plumbing fixture units to serve said business or use such that the total number of plumbing fixture units exceeds 275 for the entire development, then the owner of said unit shall be subject to fully pay any special assessment levied by Fish Creek Sanitary District #1 for the increase over the limit of 275 plumbing fixture units as currently agreed to between Fish Creek Sanitary District #1 and the Declarant. Any subsequent uses or businesses which further increase the number of plumbing fixture units resulting in additional special assessments shall likewise be responsible for same. Any business or use which increases the number of plumbing fixture units as provided for in this paragraph shall be subject to approval by the Owners Association.

#### 18. MAINTENANCE OF MINIMUM TEMPERATURES IN UNITS.

The temperature in all residential units shall be maintained at a minimum temperature of 50°F on a year

around basis. Declarant reserves the right for itself, its successors or assigns to require minimum temperature to be maintained in other such units as it may designate from time to time.

19. ENTRY FOR REPAIRS.

The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as is practical. Any damage caused thereby shall be repaired by the Association and treated as a common expense. Emergency entry for repairs may be undertaken without notice provided in the By-laws.

20. SIGN RESTRICTIONS.

All individual signs for the various commercial shops and enterprises in Top of the Hill Condominium must comply with the Door County Zoning Ordinance as well as any applicable Town of Gibraltar zoning ordinance including current amendments to said ordinances. Signs shall be located according to the architects master plan which is incorporated herein by reference and which is on file in the office of the Declarant and/or the manager of the condominium as designated by the Association.

21. UNIT OWNERS OBLIGATION WITH RESPECT TO EXTERIOR APPEARANCE OF UNITS.

All commercial units and residential units shall maintain door window grills and window muntins of the same dimensions and color as those installed by the Declarant in the original construction. Said window grills and window muntins shall remain in place at all times and the color of same facing the outside of the unit shall be white.

Declarant reserves the right to promulgate rules concerning the dimensions, materials, lighting, lettering and location of signs for the various shops in the condominium. It is intended by Declarant that all signs be uniform in appearance so as to enhance the aesthetic nature of the condominium.

22. MAXIMUM OCCUPANCY OF RESIDENTIAL UNITS.

The occupancy of the residential units established under the terms of this Declaration shall be restricted such that said units shall not be occupied by more than two persons per bedroom of said unit.

23. REFUSE DISPOSAL.

Refuse and solid waste disposal for all residential and commercial units of the condominium, with the exception of a grocery store or supermarket which may be established therein, shall be a common expense. In the event of the establishment of a grocery store or supermarket, same shall have its own refuse and solid waste disposal and storage which may be located on a portion of the common area and which shall be designated as a limited common element for the use of said store. The owner of said store shall be entirely responsible for the cost of refuse and solid waste disposal but shall not be responsible for any portion of the

common expense for refuse and solid waste disposal for the remaining units of the condominium.

24. MISCELLANEOUS.

(a) Compliance With Declaration, By-Laws, and Articles of Incorporation. All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the By-laws, the Articles of Incorporation and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceeds as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

(b) Additional Restrictions. The Declarant for itself, its successors or assigns reserves the right to impose further restrictions on the use, occupancy and maintenance of any unit by restrictive covenants contained in the deed of condominium to the purchaser of the same, and to lease units under such terms and conditions as may be hereafter determined by the Declarant notwithstanding any of the provisions contained in this Declaration, the Articles of Incorporation, the By-Laws and the Plat of Condominium.

(c) Rules and Regulations. Rules and regulations in addition to those contained herein and in the By-Laws concerning the use of the units and the common and limited common elements, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(d) Utility Easements. The Declarant hereby reserves for the Association, acting by and in the discretion of its Board of Directors, the right to grant to any municipality of the State of Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water and for performing any public or quasi-public utility function that said Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements may include necessary rights of ingress and egress and the right to do whatever may be necessary to carry out the purposes for which the easement is created. The Declarant further reserves for itself and its successors and assigns access to and the right to connect to any such wire or pipe or other conduits or lines for the improvement and benefit of land which it owns or may acquire outside of the condominium and further reserves easements to itself and its successors and assigns across the land which is the

subject of this Declaration for such wires, pipes or other conduits for the improvement and benefit of said lands.

(e) Reservation of Easement. The Declarant hereby reserves for itself, its successors or assigns and for lessees, invitees and frequenters thereof, an easement for ingress and egress over, and access to, in an unlimited manner, the roadways, walkways and parking areas now or hereafter constructed in the Condominium.

(f) The procedures for determination, payment and collection of common expenses of the Condominium shall be as set forth in the By-Laws as amended from time to time.

(g) Insurance and Safety Measures. Declarant, its successors or assigns and the Association shall have the right to prescribe safety measures and rules for the use of the commercial units which, if not adhered to, will result in the increased cost of insurance for the entire condominium. Nothing shall be done or kept in any unit or in any of the common areas which will result in an increase in the cost of insurance on the common elements without the prior consent of the Declarant, its successors or assigns and/or the Association. No unit owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on any unit or any part of the common elements or which would be in violation of any law or ordinance. Should any commercial use, business or activity be permitted which does cause an increase in the cost of insurance for the entire condominium, then the owner of the unit(s) which engage in such use, business or activity shall be responsible for such increased cost.

#### 25. AMENDMENT OF DECLARATION.

(a) Except as otherwise provided by the Act with respect to the percentage of interest in the common elements and termination of the Condominium form of ownership, this Declaration may be amended by an affirmative vote of not less than three-quarters (3/4) of all votes entitled to be cast by the unit owners and their mortgagees following the initial sale of all 24 units by the Declarant. Prior to such time, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or subrogate 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 Register of Deeds for Door County, and a copy of the amendment shall be mailed or personally delivered to each unit owner at his address on file with the Association.

IN WITNESS WHEREOF, the said Top of the Hill Development, Inc. by David A. Frater, President, and A.H. Gilster, Jr., Secretary have executed this document this 3<sup>rd</sup> day of March, 1987.

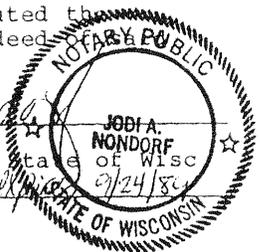
\_\_\_\_\_  
David A. Frater, President

\_\_\_\_\_  
A.H. Gilster, Jr., Secretary

STATE OF WISCONSIN)  
                                  )SS  
COUNTY OF DOOR      )

Personally came before me this 3rd day of March,  
1987, David A. Frater, President and A.H. Gilster, Jr.,  
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 as the deed  
Corporation, by its authority.

*Jobi A. Nondorf*



Notary Public, State of Wisc  
My Commission: *9/24/88*

This document drafted by:  
Atty. James R. Smith  
454 Kentucky St.  
Sturgeon Bay, WI 54235

EXHIBIT "A"  
TO CONDOMINIUM DECLARATION FOR  
TOP OF THE HILL CONDOMINIUM

Allocation of percentage interest in common elements  
and voting rights for units in Building A.

<u>Unit No.</u>	<u>Percentage Interest in common elements</u>	<u>Number of Votes appurtenant to unit</u>
1	2.41%	2.41
2	2.36%	2.36
3	2.41%	2.41
4	2.36%	2.36
5	2.88%	2.88
6	3.39%	3.39
7	3.02%	3.02
8	3.02%	3.02
9	3.97%	3.97
10	3.97%	3.97
11	3.02%	3.02
12	3.02%	3.02
13	2.72%	2.72
14	2.72%	2.72
15	3.66%	3.66
A	.94%	.94
B	.94%	.94
C	.94%	.94
D	.94%	.94
E	.94%	.94

There shall be a total of 100 votes for all units of  
the condominium. Upon completion of Building B, this table  
will be amended as set forth in Section 6(b) and (d) hereof.

THIS AGREEMENT, Made and entered into this 21<sup>st</sup> day of January, 1987, by and between the FISH CREEK SANITARY DISTRICT NO. 1, a Wisconsin municipal corporation, hereinafter referred to as the "DISTRICT" and TOP OF THE HILL DEVELOPMENT, INC., hereinafter referred to as "OWNERS", a corporation licensed and authorized to do business in the State of Wisconsin.

WHEREAS, the DISTRICT owns and operates a wastewater treatment facility for the treatment of sewerage in an area located in and around the unincorporated Village of Fish Creek; and

WHEREAS, the OWNERS own certain real estate within the boundaries of the DISTRICT and a true and correct legal description for said property is attached hereto as Exhibit A and made part of this Agreement; and

WHEREAS, the OWNERS of that certain real estate described herein propose to develop a condominium project with proposed construction to include units for residential apartments and retail shops; and

WHEREAS, the OWNERS desire that the condominium development be serviced by the DISTRICT for the collection and treatment of the sanitary sewerage; and

WHEREAS, the DISTRICT desires to provide sanitary sewerage collection and treatment for the OWNERS condominium project such that the service provided would be consistent with the existing sewer mains, pump stations and plant capacity for the DISTRICT.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth:

IT IS HEREBY AGREED as follows:

1. OWNERS shall limit construction on the premises herein described such that the total plumbing fixture unit values for any and all structures, units, shops and apartments constructed shall not exceed 275 and the total waste water generated by such structures on the premises shall not exceed 10,500 gallons per day.

2. That the OWNERS shall direct the flow of waste water not to exceed 10,500 gallons of waste water per day to Grinder Pump Station #6 located on Spring Road, by gravity feed through a properly sized lateral or laterals in accordance with the State Plumbing Code (DILHR 82), and applicable DISTRICT ordinances.

3. The OWNERS of the real estate described herein shall incorporate this Agreement into and make it part of any condominium declaration prepared by the OWNERS pursuant to Wisconsin Statute Chapter 703 as the Agreement would affect the purposes for which the building and each of the units are intended and restricted as to use.

4. The OWNERS shall not exceed the plumbing fixture unit value and/or gallons per day of waste water generated as stated in item #1 of this Agreement prior to obtaining the approval of the DISTRICT as evidenced by a written amendment to this Agreement. Without an amendment that is acceptable to the DISTRICT, the DISTRICT is under no obligation by this Agreement to furnish additional sanitary sewerage collection to the OWNERS should OWNERS exceed the limitations set forth in paragraph 1 of this Agreement.

5. In the event there is a subsequent amendment to this Agreement, all costs including administrative, legal and construction shall be the sole responsibility of the OWNERS and/or their successors.

6. In the event of subsequent amendments to this Agreement, said amendments shall become part of any condominium declaration prepared by the OWNERS pursuant to Wisconsin Statute Chapter 703.

7. That the OWNERS shall pay the cost of hook up charges to be charged against the property as follows:

	<u>Sewer Assessment Unit(s)</u>
Apartments, Motel Rentals, Rental Building, Shops	1 assessment unit per 2 units
Condominiums	1 assessment unit per unit
Other Business, Commercial, or Industrial Uses	Individual Basis *
* As in past grocery stores	1 assessment unit per unit

Hook up charges to be figured at the following charges per sewer assessment unit if paid prior to December 31st of the year shown:

1986	-	\$1,200.00 per unit
1987	-	\$1,300.00 per unit
1988	-	\$1,400.00 per unit
		(increasing by \$100.00 per unit each year thereafter)

Hook up charges shall be due and payable at the time the water meter is requested of the DISTRICT unless other acceptable arrangement is made.

FISH CREEK SANITARY DISTRICT NO. 1

BY Richard Stare  
President

Attest:

Robert Green  
Secretary

TOP OF THE HILL DEVELOPMENT, INC.

BY [Signature]  
President

Attest:

[Signature]  
Secretary

OTHER OWNERS AS APPLICABLE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lands developed as "TOP OF THE HILL DEVELOPMENT, INC.," are as follows:

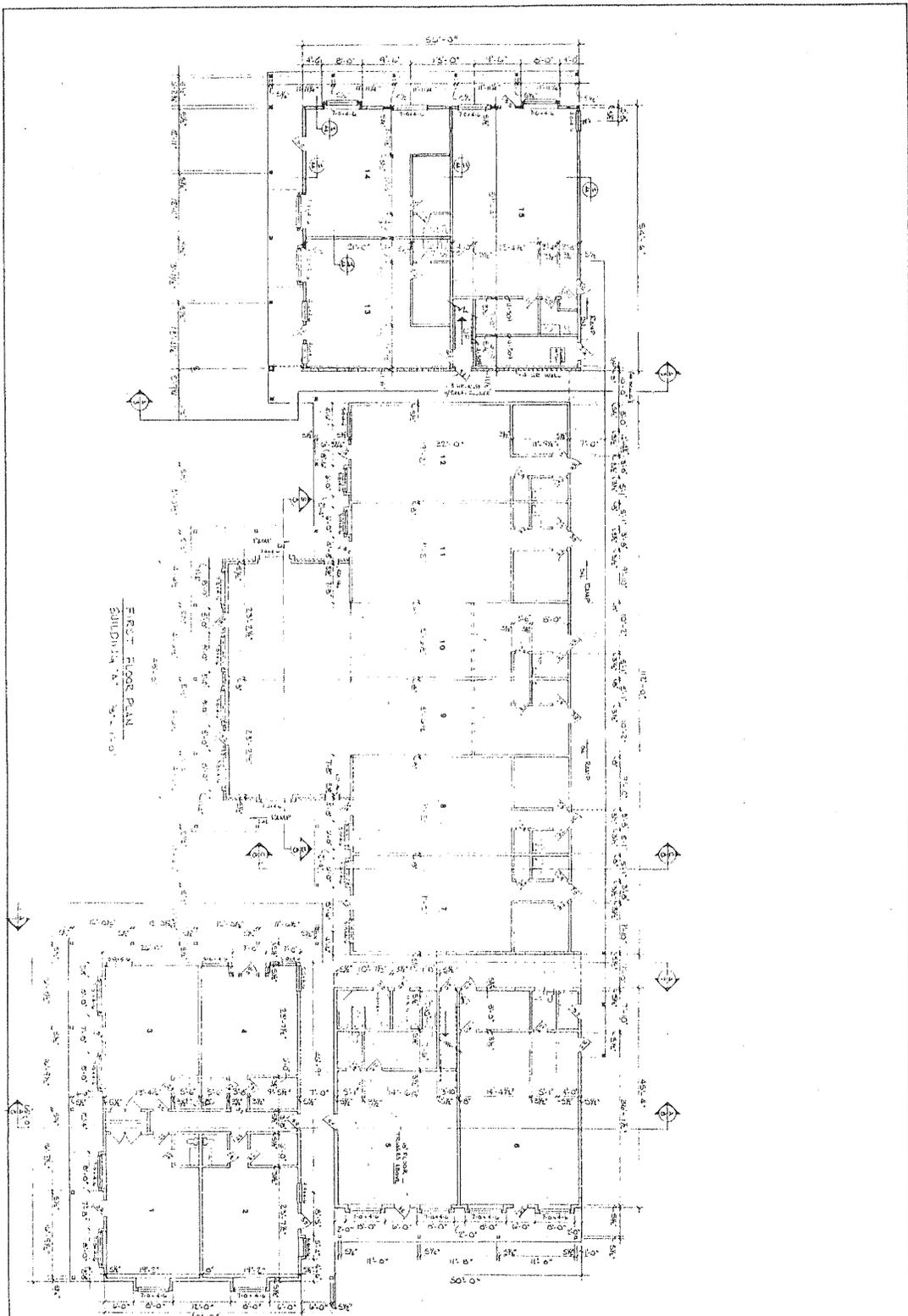
Parcel Number 014-02-33312722P

COM NW COR SEC 33-31-27 S01  
DW1007.75'S88DE920'BG S88DE  
402.27'TO ELY LN NW NW S01D  
W200' N88DW402.91'N01DE200'  
BG. Consisting of 1.85  
more or less.

Parcel Number 014-02-33312722L

COM NW COR SEC 33-31-27 S01  
W1007.75'S88DE1082'BG N01DE  
359.34'S73DE247.62'S01DW  
295.79'N88DW240.27'TO BG  
Consisting of 1.65 acres  
more or less.

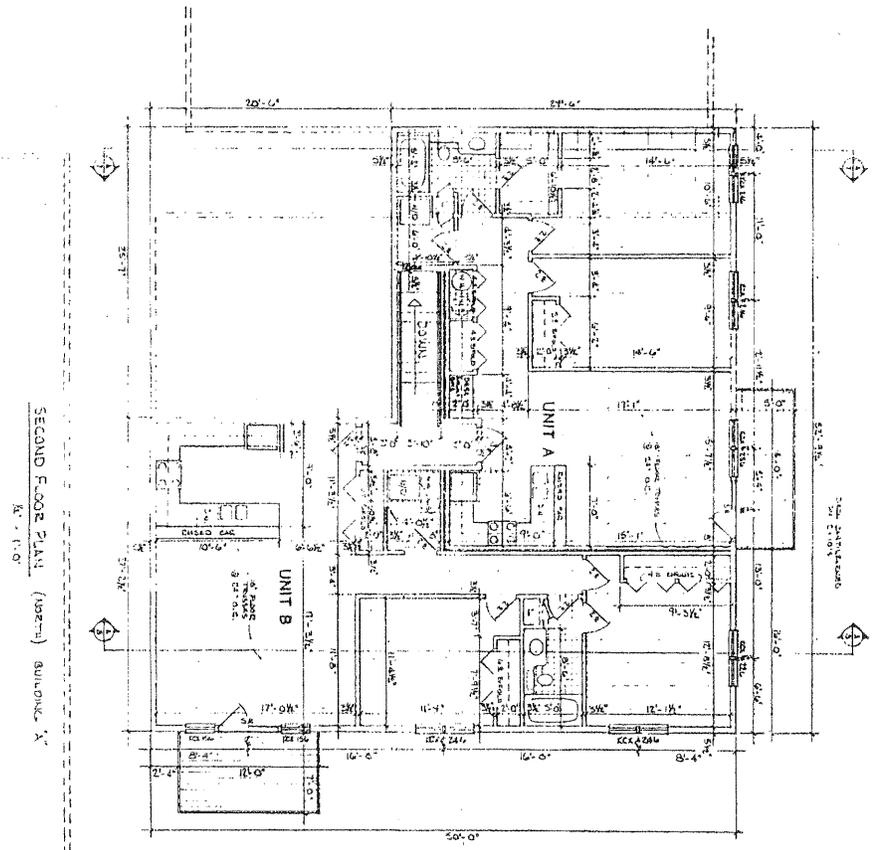




3

TOP OF THE HILL SHOPS - CONDOMINIUM  
FISH CREEK, WI.

WILLIAM R. WEDDIG ARCHITECT  
9016 HWY. 42  
FISH CREEK, WISCONSIN 54212

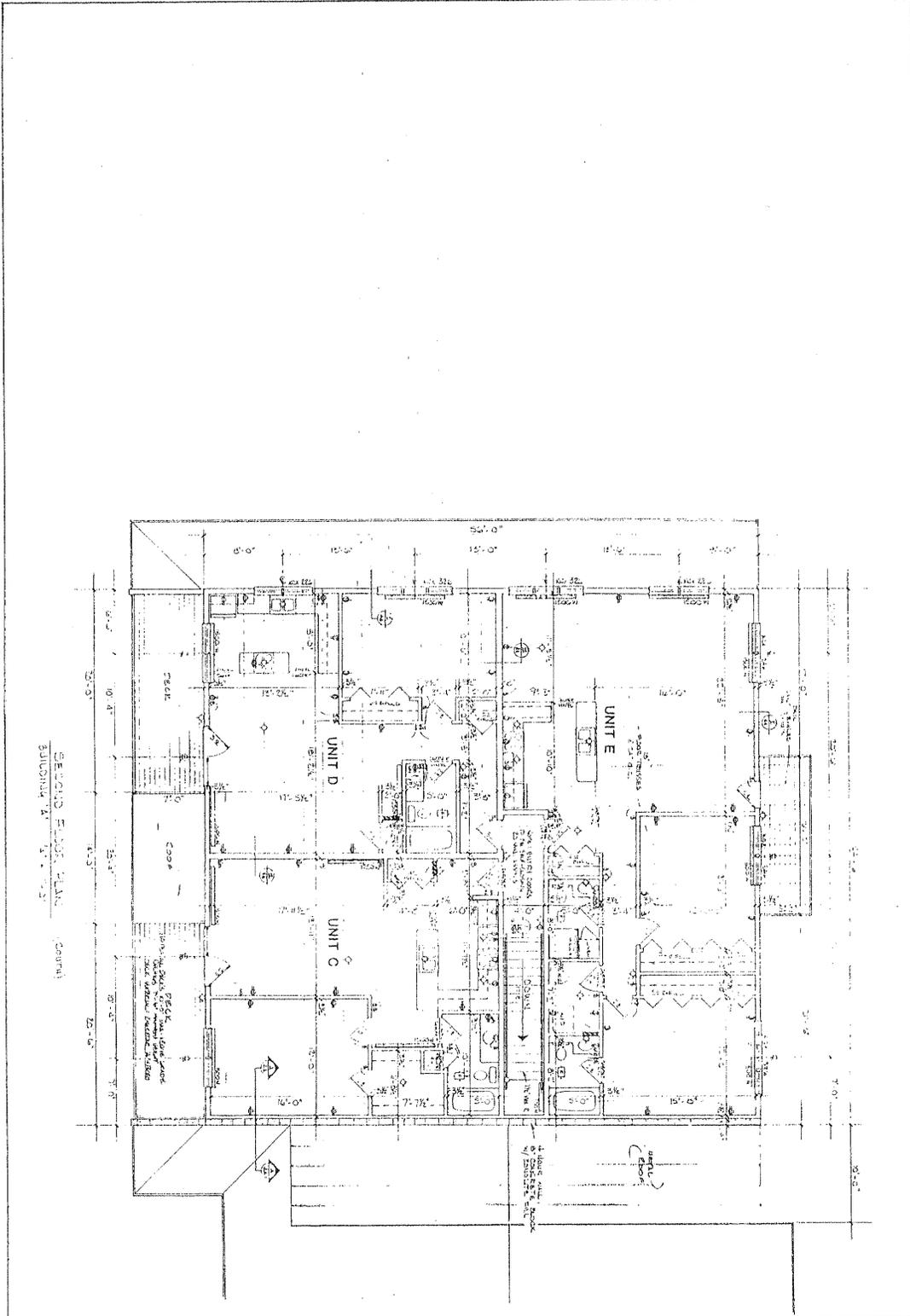


SECOND FLOOR PLAN (1/32"=1'-0") BUILDING "A"

4

TOP OF THE HILL SHOPS - CONDOMINIUM  
FISH CREEK, WI.

WILLIAM R. WEDDIG ARCHITECT  
8016 HWY. 42  
FISH CREEK, WISCONSIN 54212



SECOND FLOOR PLAN (cont.)  
 BUILDING TA 12.1.01

4A

11	11/15/01	20
12	11/15/01	20
13	11/15/01	20
14	11/15/01	20
15	11/15/01	20
16	11/15/01	20
17	11/15/01	20
18	11/15/01	20
19	11/15/01	20
20	11/15/01	20

TOP OF THE HILL SHOPS - CONDOMINIUM  
 FISH CREEK, WI.

WILLIAM R. WEDDIG ARCHITECT  
 8018 HWY. 42  
 FISH CREEK, WISCONSIN 54212

RECORDED  
Time 4:00 PM

478551

430 PAGE 196

APR 8 1988

*Marilyn Jadin*  
REGISTRAR OF DEEDS  
DOOR COUNTY, WIS.

FIRST AMENDMENT TO CONDOMINIUM DECLARATION AND PLAT  
OF TOP OF THE HILL CONDOMINIUM CREATED BY  
DECLARATION RECORDED AT VOLUME 412, PAGE 443,  
DOCUMENT NO. 468795, DOOR COUNTY RECORDS

1880  
pd  
Cloned

by: ~~XXXXX~~  
Declarant, Top of the Hill Development, Inc., pursuant to  
the reservation of rights contained in the Declaration heretofore  
filed, does hereby amend the following sections of the  
Declaration and Plat of Condominium as follows:

Section 3 - Description of Buildings. This section of the  
Declaration is amended to establish that the Condominium shall  
contain twenty-four (24) Commercial Units and nine (9)  
Residential Units, which said Units are located in Buildings A  
and B as shown on the revised Plat of February 22, 1988.

The Commercial Units designated as Units 16 and 17 and  
located in Building B contain lofts which extend upward into the  
second story of said Building B as shown on the floor plan for  
said building.

The separate electrical and heating/cooling systems for each  
Unit shall be a part of the Unit which they serve and shall be  
maintained and insured by the owner of said Unit. Any exterior  
equipment which is a part of the heating/cooling system for an  
individual Unit may be located upon a portion of the Common  
Elements by the Declarant. Thereafter, such portion of the  
Common Elements shall be a Limited Common Element appurtenant to  
the Unit which is served by the heating/cooling equipment,  
however, the use of said Limited Common Element shall be limited  
to the placement and maintenance of said equipment.

Section 5 - Description of Limited Common Elements. This  
section is amended to include as a Limited Common Element the  
area upon which is located the exterior heating/cooling equipment  
for the heating/cooling system serving each Unit, and such  
Limited Common Element shall be appurtenant to the Unit which the  
heating/cooling equipment is a part.

This section is further amended to include as a Limited

Common Element any underground fuel tank (or tanks) which may serve certain Units of the Condominium. Any such underground fuel tanks may be installed only with the prior permission of the Board of Directors and said tanks shall thereafter be installed, maintained and insured by the Unit Owner to which they are appurtenant.

Section 6 - Percentage Interest, Voting and Assessments.

Pursuant to the reservation of right contained in Subsections B and D of Section 6, the Declarant hereby establishes the percentage interest in the Common Elements and voting rights for each of the Units of the Condominium as follows:

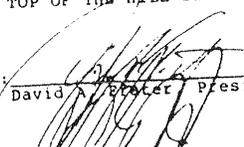
See Exhibit "A" hereto which is incorporated hereinafter by reference.

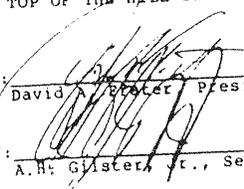
This amendment of Section 6 replaces Exhibit "A" to the original Declaration recorded as aforesaid, and the percentage interest in the Common Elements and voting rights as established by this amendment shall constitute a permanent assignment thereof by the Declarant.

The Declarant has amended the Condominium Plat which is dated "Revised, February 22, 1988" and is filed pursuant to this amendment and the reservation of rights of the Declarant.

Dated this 25TH day of March, 1988.

TOP OF THE HILL DEVELOPMENT, INC.

BY:  David A. Prater, President

BY:  A.H. Glister, Jr., Secretary

STATE OF WISCONSIN )  
                          )SS  
COUNTY OF DOOR      )

Personally came before me this 25th day of March, 1988, David A. Prater, President, and A.H. Glister, Jr., 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 as the deed of said Corporation, by its authority.

Consent of Mortgage Holder

Valley Bank of Watertown National Association, mortgagee named in a certain mortgage executed by Top of the Hill Development, Inc. on the real estate described in the foregoing Declaration for Top of the Hill Condominium, hereby consents to the execution, recording and filing of said Declaration and hereby submits its mortgage above referred to, to the provisions of the foregoing Declaration and the Wisconsin Condominium Ownership Act.

IN WITNESS WHEREOF, the Valley Bank of Watertown National Association has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at Watertown, Wisconsin this 29th day of March, 1988.

VALLEY BANK OF WATERTOWN  
NATIONAL ASSOCIATION

BY: David M. Moran  
President

BY: John J. [Signature] Vice President

STATE OF WISCONSIN)  
;SS  
COUNTY OF Jefferson

Personally came before me this 29th day of March, 1988, David M. Moran, and John J. [Signature] 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 Vice President of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

[Signature]  
Notary Public, State of Wisconsin  
My Commission Expires: 07/27/93

TOP OF THE HILL CONDOMINIUM  
 ALLOCATION OF % INTEREST  
 AND VOTING RIGHTS

UNIT #	SQ. FT	ADJ. SQ. FT.	% INTEREST	VOTES
1	620	1020	2.81%	2.81
2	600	1000	2.75%	2.75
3	620	1020	2.81%	2.81
4	600	1000	2.75%	2.75
5	820	1220	3.36%	3.36
6	1036	1436	3.95%	3.95
7	880	1280	3.53%	3.53
8	880	1280	3.53%	3.53
9	1280	1680	4.63%	4.63
10	1280	1680	4.63%	4.63
11	880	1280	3.53%	3.53
12	880	1280	3.53%	3.53
13	750	1150	3.17%	3.17
14	750	1150	3.17%	3.17
15	1150	1550	4.27%	4.27
16	1495	1895	5.22%	5.22
17	1495	1895	5.22%	5.22
18	900	1300	3.58%	3.58
19	900	1300	3.58%	3.58
20	1232	1632	4.49%	4.49
21	846	1246	3.43%	3.43
22	1144	1544	4.25%	4.25
23	768	1168	3.22%	3.22
24	1304	1704	4.69%	4.69
A	0	400	1.10%	1.10
B	0	400	1.10%	1.10
C	0	400	1.10%	1.10
D	0	400	1.10%	1.10
E	0	400	1.10%	1.10
F	0	400	1.10%	1.10
G	0	400	1.10%	1.10
H	0	400	1.10%	1.10
I	0	400	1.10%	1.10
	36310		100.00%	100.00

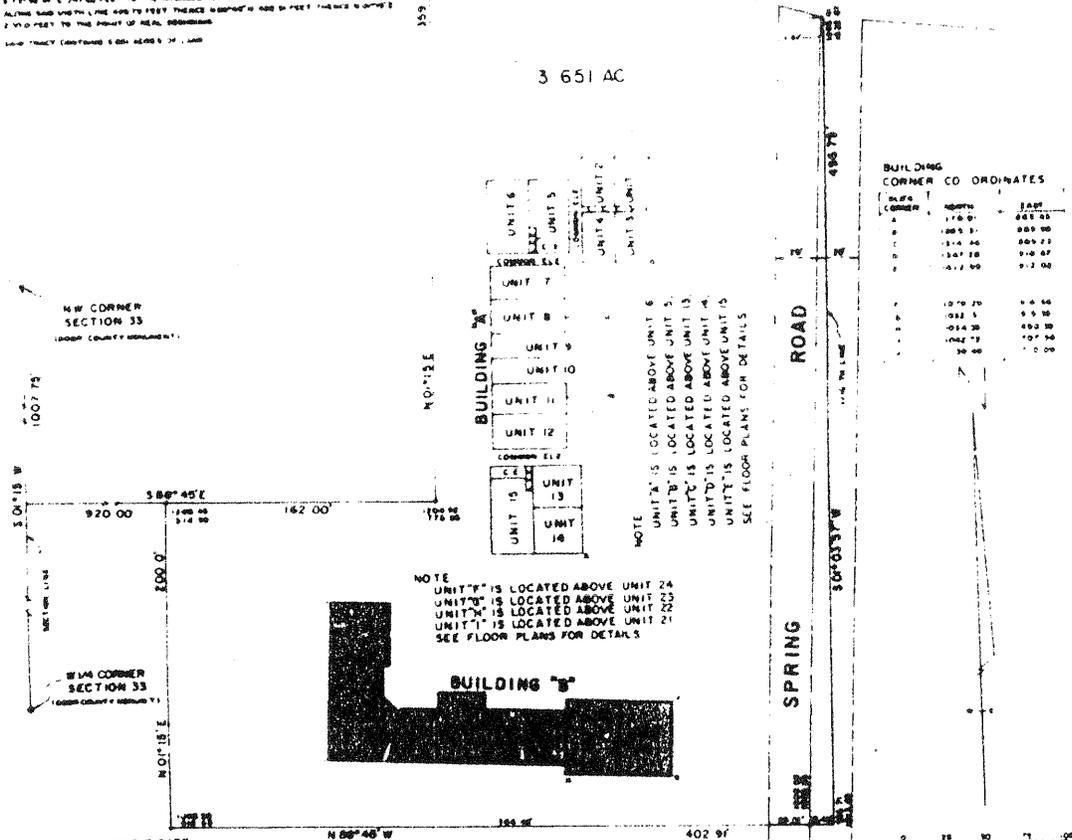
S. T. H. "42"

BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN THE NW 1/4 OF SECTION 33, T. 31 N., R. 27 E., TOWN OF GIBRALTAR, DOOR COUNTY, WISCONSIN AND DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE NW CORNER OF SAID SECTION 33, THENCE S 0° 10' 00" W ALONG THE SECTION LINE 1007.75 FEET, THENCE S 89° 40' 00" E 162.00 FEET TO THE POINT OF REAL BEGINNING, THENCE CONTAINING S 89° 40' 00" E 162.00 FEET, THENCE S 0° 10' 00" W 1007.75 FEET TO THE POINT OF REAL BEGINNING, THENCE CONTAINING S 89° 40' 00" E 162.00 FEET TO THE POINT OF REAL BEGINNING, THENCE CONTAINING S 89° 40' 00" E 162.00 FEET TO THE POINT OF REAL BEGINNING.

3 651 AC

C. T. H. "F"



BUILDING CORNER CO ORDINATES

BLDG. CORNER	NORTH	EAST
A	174.91	222.32
B	185.37	269.00
C	174.46	269.77
D	134.78	316.67
E	127.60	312.00
F	107.70	144.56
G	122.17	144.30
H	122.77	107.30
I	30.46	107.00

NOTE  
 UNIT "F" IS LOCATED ABOVE UNIT 24  
 UNIT "G" IS LOCATED ABOVE UNIT 23  
 UNIT "H" IS LOCATED ABOVE UNIT 22  
 UNIT "I" IS LOCATED ABOVE UNIT 21  
 SEE FLOOR PLANS FOR DETAILS

NOTE  
 UNIT "A" IS LOCATED ABOVE UNIT 5  
 UNIT "B" IS LOCATED ABOVE UNIT 3  
 UNIT "C" IS LOCATED ABOVE UNIT 13  
 UNIT "D" IS LOCATED ABOVE UNIT 4  
 UNIT "E" IS LOCATED ABOVE UNIT 15  
 SEE FLOOR PLANS FOR DETAILS

SURVEYORS CERTIFICATE

I, BRYE STUEWE & BRAUN SURVEYS, LTD., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE PROFESSION OF LAND SURVEYING IN THE STATE OF WISCONSIN AND THAT THE BOUNDARIES, AREAS, AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FEENCES, SURVEYED EASEMENTS, ADJOINING AND OTHER ENCUMBRANCES, IF ANY, THIS SURVEY IS MADE FOR THE PURPOSES OF THE PROPERTY AND ALSO THESE ARE FURNISHED HERETO OR GUARANTEED TITLE THEREON.

DATED FEB 25, 1987  
 BRYE STUEWE & BRAUN SURVEYS, LTD.  
 208 90 4 TH AVE STURGEON BAY  
 FEB 10, 1987  
 REVISED FEB 22, 1988

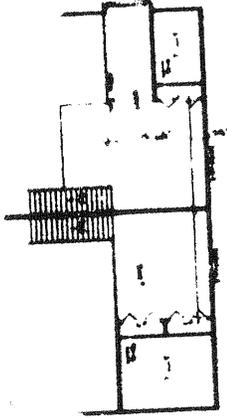


TOP OF THE HILL CONDOMINIUM

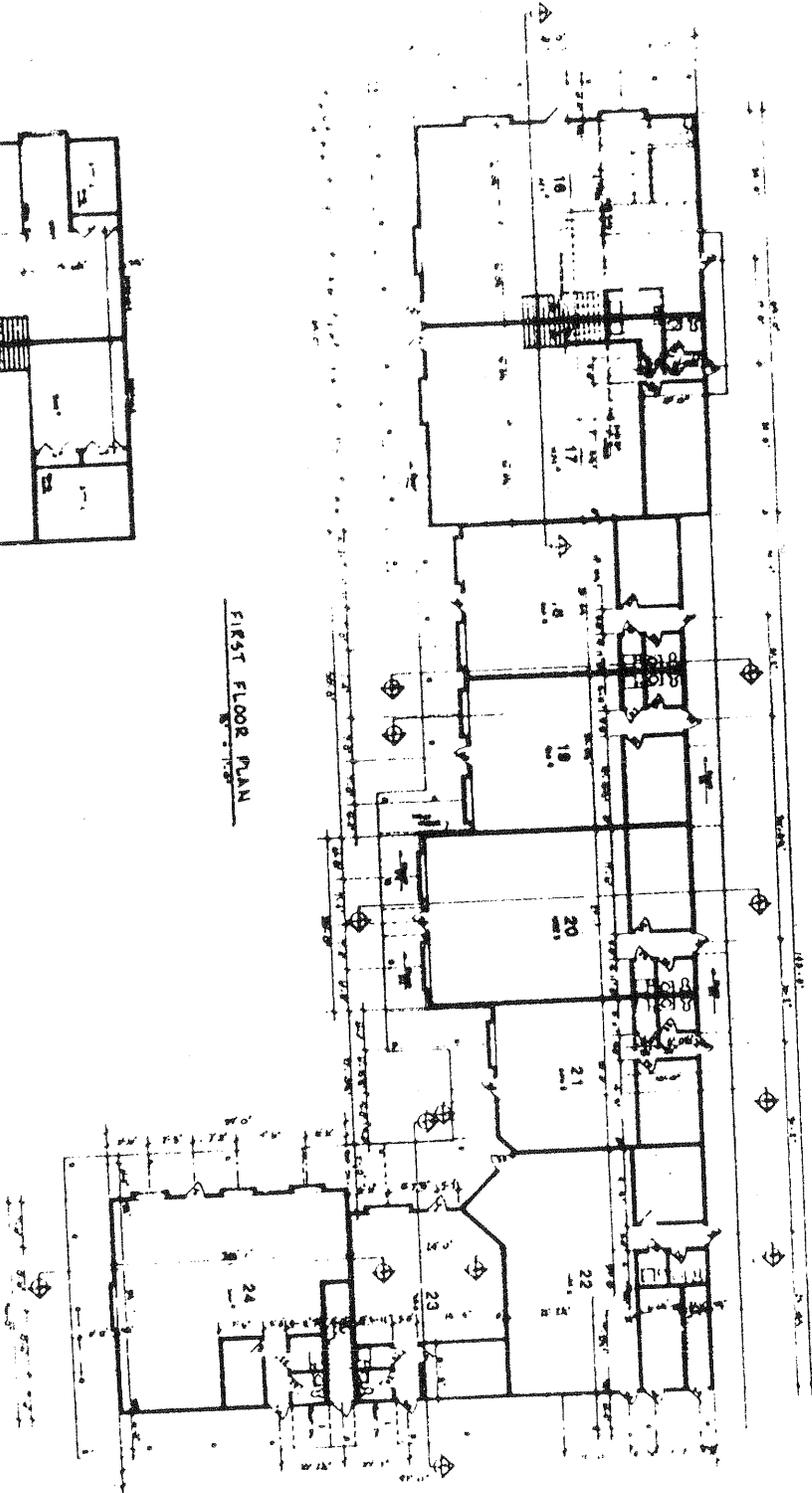
LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 33, T. 31 N., R. 27 E., TOWN OF GIBRALTAR, DOOR COUNTY, WISCONSIN

FOR TOP OF THE HILL DEVELOPMENT, INC. D.W.N.R.

BRYE STUEWE & BRAUN SURVEYS, LTD.  
 LAND SURVEYORS  
 208 90 4 TH AVE STURGEON BAY  
 FEB 10, 1987  
 REVISED FEB 22, 1988



FIRST FLOOR PLAN



3			
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**TOP OF THE HILL SHOPS**  
 BUILDING "B"

Sheet 2 of 3

**WILLIAM R WEDDIG ARCHITECT**  
 6016 HWY 49  
 FISH CREEK, WISCONSIN 53122

478551

VOL. 430 PAGE 202



TOP OF THE HILL SHOPS  
ARCHITECT

WILLIAM H. WYCHELL ARCHITECT  
ARCHITECT

565765

VOL DC1 PAGE 000  
RECEIVED FOR RECORD  
REGISTER OF DEEDS  
DOOR COUNTY  
'97 JUL 24 AM 11 44

**ASSIGNMENT**

*Marilyn Jadin*  
REGISTERED

ASSIGNMENT MADE this 29 day of November, 1996, by Top of the Hill Development, Inc. (the "Declarant") to Top of the Hill Condominium Owner's Association, Inc. (the "Association").

**WITNESSETH:**

WHEREAS, the Declarant recorded a Condominium Declaration of Conditions, Covenants, Restrictions, and Easements for Top of the Hill Condominium on the 3rd day of March, 1987, at Volume 412, page 443, Document No. 468795, Door County Records (the "Declaration"), which created Top of the Hill Condominium; and

Register of Deeds recording area  
Name and Return Address:  
~~Pinkert, Smith, Weir, Jenkins,  
Nesbitt, Hauser & Weber  
454 Kentucky Street, PO Box 89  
Sturgeon Bay, WI 54235-0089~~

*1200*  
*Toft*

Parcel Identification Number (PIN)

WHEREAS, the Declarant set forth in Section 13 of the Declaration certain restrictions on the use of the condominium units; in Section 24(b) of the Declaration, the Declarant reserved the right to impose further restrictions on the use, occupancy, and maintenance of any Unit; and in Section 24(g) of the Declaration, the Declarant reserved the right to impose and prescribe safety measures and rules on the commercial units of the Condominium; and,

WHEREAS, the Declarant is desirous of having all of the aforesaid rights and restrictions on use of the units enforced notwithstanding that the Declarant no longer owns any units in the Condominium; and,

WHEREAS, Declarant wishes to assign to the Association the right to enforce the aforesaid restrictions; and,

WHEREAS, the Association is desirous of having the authority to enforce the restrictions reserved by the Declarant;

NOW, THEREFORE, Declarant assigns to the Association the rights reserved by it to enforce the aforesaid restrictions, covenants, and conditions, and the right to enforce all other terms, conditions, and restrictions contained in the Declaration which have been reserved to the Declarant.

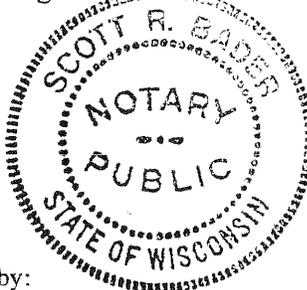
Dated this 29<sup>th</sup> day of November, 1996.

TOP OF THE HILL DEVELOPMENT, INC.

By: [Signature]  
A. H. Gilster, Jr., President

STATE OF WISCONSIN )  
  )SS.  
COUNTY OF DOOR        )

Personally came before me this 29<sup>th</sup> day of November, 1996, A. H. Gilster, Jr., President, of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.



[Signature]  
Notary Public, Door County, WI  
My Commission expires: 10/18/98

This document drafted by:  
Attorney James R. Smith  
Pinkert, Smith, Weir, Jinkins, Nesbitt, Hauser & Weber  
454 Kentucky Street, P. O. Box 89  
Sturgeon Bay, WI 54235-0089  
Telephone No.: (414) 743-6505

CONDOVTOH.ASG  
JRS:MAH 11/26/96

**SECOND AMENDMENT TO  
CONDOMINIUM DECLARATION OF TOP OF THE HILL  
CONDOMINIUM**

**WHEREAS**, Top Of The Hill Development, Inc., a Wisconsin Corporation, as Declarant, caused to be recorded a condominium declaration and condominium plat subjecting certain property located in Door County, Wisconsin to a Condominium plan known as Top of the Hill Condominium(the "Condominium), said declaration (the "Declaration") having been recorded at Vol. 412 of Records, page 443, doc. No. 468795, Door County Records;

**WHEREAS**, Section 25 of the Declaration provides that the Declaration may be amended with the consent of at least three-quarters of all votes entitled to be cast by the unit owners and their mortgagees;

**WHEREAS**, Section 25 of the Declaration further provides that copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording;

**WHEREAS** , Wis. Stats. Section 703.09(2) provides that amendments to a declaration require the written consent of the required percentage of unit owners and the approval of the mortgagees of the units, if any;

**WHEREAS**, the Managing agent for the Condominium has as part of the permanent file written consent of the unit owners and approval of the mortgagees of the units confirming approval of said Second Amendment as hereafter set forth of at least three-quarters of all votes entitled to be cast.

NOW, THEREFORE, the Declaration as it pertains to Section 14 is amended as follows:

14. ASSESSMENT FOR ADVERTISING.

The total advertising budget shall not exceed 7.5% of the total operating budget per year and the Owner's Association shall have the right to assess said advertising expense as a common expense. The residential units established under the terms of this Declaration shall not be liable for any assessment for advertising as set forth in this paragraph.

IN WITNESS WHEREOF, the undersigned Officers of Top of the Hill Condominium Owner's Association, Inc. have caused this document to be executed this 24<sup>th</sup> day of September, 2001.

TOP OF THE HILL CONDOMINIUM OWNER'S ASSOCIATION, INC.

BY: Patricia Frank  
Patricia Frank, President

BY: Rick Kraupa  
Rick Kraupa, Secretary

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF DOOR )

Personally came before me this 24<sup>th</sup> day of September, 2001, the above named Patricia Frank, as President and Rick Kraupa, as Secretary of Top of the Hill Condominium Owner's Association, Inc. to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Gina L. Mayberry Gina L. Mayberry  
\* (Print Name)

Notary Public, State of Wisconsin  
My commission expires: 11-11-04

**CERTIFICATION OF PRESIDENT AND SECRETARY OF  
TOP OF THE HILL CONDOMINIUM OWNER'S ASSOCIATION, INC.**

I, Patricia Frank, President, and Rick Kraupa, Secretary, of Top of the Hill Condominium Owner's Association, Inc. hereby certify that the foregoing Second Amendment to the Declaration of Top of the Hill Condominium was approved by at least three-quarters (3/4) of the unit owners who expressed such consent in writing to the Association and obtained the approval of their mortgagees, if any.

**TOP OF THE HILL CONDOMINIUM OWNER'S  
ASSOCIATION, INC.**

BY: *Patricia Frank*  
Patricia Frank, President

BY: *Rick Kraupa*  
Rick Kraupa, Secretary

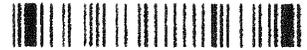
STATE OF WISCONSIN )  
 )ss.  
COUNTY OF DOOR )

Personally came before me this 24<sup>th</sup> day of September, 2001, the above named Patricia Frank, as President and Rick Kraupa, as Secretary of Top of the Hill Condominium Owner's Association, Inc. to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*Gina L. Mayberry* *Gina L. Mayberry*  
\* (Print Name)

Notary Public, State of Wisconsin  
My Commission expires: 11-11-04

This Instrument drafted by:  
Attorney Trudy A. Toft  
State Bar No. 1013577  
TOFT LAW FIRM  
45 South Third Avenue  
Sturgeon Bay, WI 54235  
E-Mail ttoft@itol.com  
Fax: (920) 743-9232  
Phone: (920) 743-9231



Document Number

Document Title

Recorded  
MAR. 3, 2006 AT 03:09PM

**THIRD AMENDMENT TO CONDOMINIUM DECLARATION  
OF TOP OF THE HILL CONDOMINIUM**

CAREY PETERSILKA  
REGISTER OF DEEDS  
DOOR COUNTY, WI

Fee Amount Paid: \$19.00

Tract Indexed

Recording Area

Name and Return Address:

**TOFT LAW FIRM  
45 South Third Avenue  
Sturgeon Bay, WI 54235-2288**

**014-07-0001 - 014-07-0033**

Parcel Identification Number (PIN)

**THIRD AMENDMENT  
TO  
CONDOMINIUM DECLARATION  
OF  
TOP OF THE HILL CONDOMINIUM**

**(Revised November, 2005)**

**WHEREAS**, Top of the Hill Development, Inc., is a Wisconsin Corporation as Declarant, caused to be recorded a condominium declaration and condominium plat subjecting certain property located in Door County, Wisconsin to a Condominium plan known as Top of the Hill Condominium (the "Condominium"), said declaration ( the "Declaration") having been recorded at Vol. 412 of Records, Page 443, Document No. 468795, Door County Records;

**WHEREAS**, Section 25 of the Declaration provides that the Declaration may be amended with the consent of at least three-quarters (3/4) of all votes entitled to be cast by the unit owners and their mortgagees;

**WHEREAS**, Section 25 of the Declaration further provides that copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording;

**WHEREAS**, Wis. Stats. Section 703.09(2) provides that amendments to a declaration require the written consent of the required percentage of unit owners and the approval of the mortgagees of the units, if any;

**WHEREAS**, The Board of Directors of Top of the Hill Condominium Owner's Association, Inc. is desirous of changing Section 21, Paragraph 1, Unit Owners Obligation With Respect To Exterior Appearance of Units of said Declaration;

**WHEREAS**, the Managing Agent for the Condominium has as part of the permanent file written consent of the unit owners and approval of the mortgagees of the units confirming approval of said Third Amendment as hereafter set forth of at least three-quarters (3/4) of all votes entitled to be cast.

**NOW, THEREFORE**, the Declaration of Top of the Hill Condominium as it pertains to Section 21, Paragraph 1, is hereby amended as follows:

**SECTION 21, Paragraph 1. UNIT OWNERS OBLIGATION WITH RESPECT TO EXTERIOR APPEARANCE OF UNITS.** All residential units shall maintain door window grills and window muntins of the same dimensions and color as those installed by the Declarant in the original construction. Said window grills and window muntins shall remain in place at all times and the color of same facing the outside of the unit shall be white.

**IN WITNESS THEREOF**, the undersigned officers of the Top of the Hill Owner's Association, Inc. have caused this document to be executed this 28<sup>th</sup> day of February, 2008

**TOP OF THE HILL CONDOMINIUM OWNER'S ASSOCIATION, INC.**

BY: Mary Stevens  
Mary Stevens, President

BY: Julia Frater  
Julia Frater, Secretary

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DOOR            )

Personally came before me this 1 day of March, 2006 the  
above named **Mary Steyens**, as President and **Julia Frater**, as Secretary of the Top  
of the Hill Owner's Association, Inc. to me known to be the persons who executed the  
foregoing instrument and acknowledged the same.

Katherine A. Kireo Katherine A. Kireo  
\*(Print Name)

Notary Public, State of Wisconsin  
My commission expires: April 13, 2008





DOC#: 706732



Document Number

Document Title

Recorded

MAY 25, 2007 AT 04:20PM

CAREY PETERSILKA  
REGISTER OF DEEDS  
DOOR COUNTY, WI

**FOURTH AMENDMENT TO CONDOMINIUM DECLARATION  
OF TOP OF THE HILL CONDOMINIUM**

Fee Amount Paid: \$19.00

*Tract Indexed*

Recording Area

Name and Return Address:

**TOFT LAW FIRM  
45 South Third Avenue  
Sturgeon Bay, WI 54235-2288**

**014-07-0001 - 014-07-0033**

Parcel Identification Number (PIN)

**FOURTH AMENDMENT  
TO  
CONDOMINIUM DECLARATION  
OF  
TOP OF THE HILL CONDOMINIUM  
(Revised April, 2007)**

**WHEREAS**, Top of the Hill Development, Inc., is a Wisconsin Corporation and as original Declarant, caused to be recorded a condominium declaration and condominium plat subjecting certain property located in Door County, Wisconsin to a Condominium plan known as Top of the Hill Condominium (the "Condominium"), said declaration ( the "Declaration") having been recorded at Vol. 412 of Records, Page 443, Document No. 468795, Door County Records;

**WHEREAS**, Section 25 of the Declaration provides that the Declaration may be amended with the consent of at least three-quarters (3/4) of all votes entitled to be cast by the unit owners and their mortgagees;

**WHEREAS**, Section 25 of the Declaration further provides that copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording;

**WHEREAS**, Wis. Stats. Section 703.09(2) provides that amendments to a declaration require the written consent of the required percentage of unit owners and the approval of the mortgagees of the units, if any;

**WHEREAS**, The Board of Directors of Top of the Hill Condominium Owner's Association, Inc. is desirous of changing Section 13, Prohibited and Restricted Uses, of said Declaration;

**WHEREAS**, the Managing Agent for the Condominium has as part of the permanent file written consent of the unit owners and approval of the mortgagees of the units confirming approval of said Fourth Amendment as hereafter set forth of at least three-quarters (3/4) of all votes entitled to be cast.

**NOW, THEREFORE**, the Declaration of Top of the Hill Condominium as it pertains to Section 13, is hereby amended as follows:

**SECTION 13. PROHIBITED AND RESTRICTED USES.** The Top of the Hill COA, Inc., (the "Association"), permits retail uses only in commercial units. The following uses and businesses are prohibited: arcades, adult bookstores, massage parlors and thrift shops. The Association reserves the right to prohibit restaurants and carry-out food stores which use open cooking or deep frying to prepare food. Any prospective buyer, or current owner who wants to change their retail use of a commercial unit, is required to submit a description of their retail activity to the Board of Directors for approval prior to establishing the activity. The use of any unit is further restricted to those uses permitted by the conditional use permit issued by the Door County Resource Planning Committee for the development. In addition, the Association limits the use of the units to no more than one grocery store/supermarket or convenience mart. The Association further reserves the exclusive right to apply for and obtain a license or licenses to allow consumption and/or sale of alcoholic and fermented malt beverages on the premises including licenses for "carry-out" or "package" sales of wines, liquors, beer and other alcoholic and fermented malt beverages. The Association further reserves the exclusive right to assign such license or licenses to the restaurant, grocery store, and/or package good outlet which may be located in the condominium. The terms "outlet store" and "discount store" may not be used along or in conjunction with the other words, names or term as the name of a store or shop for any sign or other advertising of said store or shop.

IN WITNESS THEREOF, the undersigned officers of the Top of the Hill Condominium Owner's Association, Inc. have caused this document to be executed this 23<sup>RD</sup> day of May, 2007.

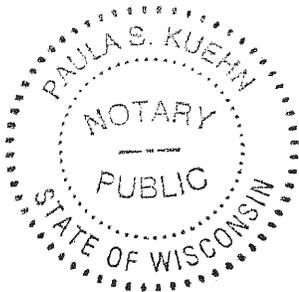
TOP OF THE HILL CONDOMINIUM OWNER'S ASSOCIATION, INC.

BY: *Mary Stephens*  
Mary Stephens, President

BY: *Julia Frater*  
Julia Frater, Secretary

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF DOOR            )

Personally came before me this 23<sup>RD</sup> day of May, 2007, the above named **Mary Stephens**, as President and **Julia Frater**, as Secretary of the Top of the Hill Condominium Owner's Association, Inc. to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Paula S. Kuehn  
\*(Print Name)

Notary Public, State of Wisconsin  
My commission expires: 9/26/2010

