

343272

Document Number

DECLARATION

Document Title

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND  
CONDITIONS FOR  
BRADFORD POINT, a condominium

**RECORDED**

OCT 07 1998

3:00 pm

*Alona Richter*  
REGISTER OF DEEDS, VILAS CO., WI

Name and Return Address

Mallery & Zimmerman, S.C.  
Attn: Thomas F. Mallery  
P.O. Box 479  
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**DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
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CONDITIONS FOR  
BRADFORD POINT, a condominium**

THIS DECLARATION is made as of this 1st day of October, 1998, by Paul Reid, LLP, a Wisconsin limited liability partnership, (hereinafter referred to as the "Declarant");

WHEREAS, the Declarant is the owner in fee simple of the property described in Section 1.03 below; and

WHEREAS, the Declarant desires to submit the property described in Section 1.03 below to the provisions of the Condominium Ownership Act of the State of Wisconsin pursuant to the terms and provision of this Declaration;

NOW, THEREFORE, the Declarant hereby makes this Declaration:

ARTICLE I

DECLARATION OF CONDOMINIUM OWNERSHIP

Section 1.01 - Intent. Paul Reid, LLP, a Wisconsin limited liability partnership, hereinafter referred to as the "Declarant", as fee owner of the land described in Section 1.03 hereof, intends by the execution and recording of this Declaration that the land described in Section 1.03 below, the buildings and improvements constructed or to be constructed thereon and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration, and the Bylaws of the Bradford Point Property Owners' Association, Inc. (hereinafter the "Association").

Section 1.02 - Name and Address. The name by which this condominium is to be known shall be "Bradford Point, a condominium" and its street address is Highway 70 West, St. Germain, Wisconsin 54558.

Section 1.03 - Description of the Land. The land which is subject to this Declaration is described as follows:

Lot 1 of Certified Survey Map No. 3130 filed in the office of the Register of Deeds for Vilas County, Wisconsin, on September 17, 1998, in Volume 11 of Certified Surveys, at Pages 74 and 75, being a part of Government Lot 2 and part of the NW¼ of the SE¼, Section 30, Township 40 North, Range 8 East, Town of St. Germain, Vilas County,

Wisconsin, subject to the Grant of Restrictive Easement recorded July 14, 1998, in Vol. 825, page 124, as Document No. 339729.

Together with the benefit of a perpetual easement for ingress and egress over the 30-foot wide road and utility easement across Lot 2 of said Certified Survey Map No. 3130.

Section 1.04 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Vilas County, a condominium plat entitled "Bradford Point, a condominium", consisting of two sheets, certified on September 21, 1998 and revised October 1, 1998, by Stuart L. Foltz, R.L.S., Foltz & Associates, Inc. References herein to the "condominium plat" or "plat" shall be to said recorded plat. Attached hereto and incorporated herein by reference is a copy of the Condominium Plat of Bradford Point, a condominium, marked Exhibit "A".

Section 1.05 - Reservation of Right of Expansion. The Declarant expressly reserves the right, for a period of ten (10) years next following the date of the filing of this Declaration, to expand this condominium pursuant to Section 703.26 of the Act, and subject to the provisions of this Declaration. Nothing contained in this Section 1.05 or its subsections, however, shall be construed to require Declarant to proceed with all or any part of the expandable portions of the condominium project. The Declarant may at any time during the ten-year expansion option period or anytime after the expiration thereof sell any portion of or all of the land described in Section 1.05.2 below.

Section 1.05.1 - No Consent Required. The consent of the unit owners of the project shall not be required for such expansion and Declarant may proceed with such expansion at its sole option.

Section 1.05.2 - Expansion Areas. The areas encompassed within this reservation of right of expansion are depicted on the Plat and are more particularly described as:

Lot 2 of Certified Survey Map No. 3130 filed in the office of the Register of Deeds for Vilas County, Wisconsin, on September 17, 1998, in Volume 11 of Certified Surveys, at Pages 74 and 75, being a part of Government Lot 2 and part of the NW<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub>, Section 30, Township 40 North, Range 8 East, Town of St. Germain, Vilas County, Wisconsin.

Upon the recording and filing of amendments to this Declaration and to the Plat for the express purpose of expanding the condominium, some or all of the above-described land may be made subject to this Declaration.

Section 1.05.3 - Number and Location of Expansion Units. Declarant reserves the right to add the property described in Section 1.05.2 in such portions or phases as the Declarant determines from time to time. No more than forty (40) residential condominium units and no more than seventy (70) garages, the approximate location of which are shown on the Plat may be added. Declarant reserves the right to change the location of such improvements to the extent allowed by that certain Grant of Restrictive Easement

recorded July 14, 1998, in Volume 825, page 124, as Document No. 339729, in the office of the Register of Deeds for Vilas County, Wisconsin, and if such change in location is required to achieve the best development of the expansion area.

Section 1.05.4 - Other Improvements. Upon the expansion areas, Declarant may, but is not required to, construct amenities and improvements which may be recreational or for the purpose of providing services, for the enjoyment and use of the unit owners, including but not limited to parking and garage areas. Declarant reserves the right to create Limited Common Elements within portions of the expansion area and to designate Common Elements therein as the Declarant may from time to time see fit. Upon such expansion and creation of Common and Limited Common Elements, if any, the Association will assume the responsibilities of maintenance and repair thereof as described in Section 3.05 below.

Section 1.05.5 - Prorata Percentage of Ownership and Vote. In the event the Condominium is expanded, as provided herein, each owner of an expansion unit shall be entitled to a prorata percentage of ownership in the Common Elements and Limited Common Elements, and each existing unit owner's percentage of ownership shall be reduced accordingly. Each unit owner, whether of the original units or of the expansion units, shall be entitled to one vote as described in Section 4.02 below.

## ARTICLE II

### CONDOMINIUM UNITS

Section 2.01 - Description of Units. Each unit is one-half of a duplex dwelling and, as such, adjoins another unit. References to "duplex" mean a duplex dwelling containing two (2) units. The duplex dwellings are also sometimes herein referred to as buildings. The condominium consists of six (6) duplex dwellings with a total of twelve (12) units.

Section 2.01.1 - Unit Boundaries. Each unit consists of a cubicle of space and includes that part of the duplex containing the unit which lies within the boundaries of the unit. The boundaries shall be determined in the following manner:

(a) The upper boundary is the plane formed by the inside surface of the structural members of the roof of the unit.

(b) The lower boundary is a horizontal plane fifteen feet beneath ground level below the unit.

(c) The vertical boundaries are inside surfaces of the structural members of the walls bounding a unit.

(d) Notwithstanding the description of the boundaries set forth above, the boundaries shall be deemed to be extended to include within the unit the following: all portions of the plumbing, heating, electrical, and air conditioning systems (including

furnaces, compressors, components, pipes, wires, conduits, ducts, and the like) serving only that individual unit; all windows, glass surfaces and doors (including frames) serving the unit.

Section 2.01.2 - Floor Plans. The floor plan of each unit is defined on the Plat. Units 1 through 8 include full basements and Units 9 through 12 are concrete slab on grade construction. Each unit includes an attached two-car garage

Section 2.01.3 - Unit Designation. Each unit is identified by unit number as shown on the Plat. The legal description of each unit shall hereafter consist of the unit number as shown on the Plat and reference to the recording data of this Declaration and shall be a good and sufficient description for all purposes. There are twelve units numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

Section 2.02 - Maintenance and Alteration of Units.

Section 2.02.1 - Responsibilities of Association. The Association shall maintain, repair and replace

- (a) all portions of the duplexes not located within the boundaries of a unit; and
- (b) all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of the building maintained by the Association; and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

Section 2.02.2 - Responsibilities of Unit Owners. It shall be the responsibility of the unit owner:

- (a) to maintain, repair, and replace at his/her own expense all portions of his/her unit except the portions to be maintained, repaired or replaced by the Association;
- (b) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit;
- (c) to promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association;
- (d) to follow the specifications of the Association when replacing windows and exterior doors, including garage doors.



ARTICLE III

COMMON AND LIMITED COMMON ELEMENTS

Section 3.01 - Common Elements. The common elements shall consist of the land and all other parts of the condominium property described in this Declaration, except the units and the limited common elements, and shall include the land, roads (except as designated limited common elements), sheds, screen buildings, landscaping, and all fixtures or equipment, electrical wiring, conduits, public utility poles and lines, water lines, and all other unassigned areas or items of personal property not located within the boundaries of a unit and not designated as limited common elements, whether shown on the Plat or not.

Section 3.02 - Limited Common Elements. The limited common elements shall consist of the following:

Section 3.02.1 - Buffer Zone. A limited common element area surrounds each unit and is for the exclusive use of the owner of the respective unit encompassed. The perimeters of these limited common elements are shown on the Plat. The buffer zone includes as limited common elements to the respective unit owner portions of the driveway and walkways leading to the unit, parking areas immediately adjacent to the unit, the exterior walls and roof of the unit and decks and/or patios attached to or located in close proximity to the unit.

Section 3.02.2 - Septic Service. The condominium has a common septic system which accommodates all twelve units and will accommodate the expansion area No. 1 up to a maximum of twelve bedrooms contained in no more than six units which Declarant may add in the future. No warranties or representations are made concerning the adequacy or condition of the septic. An area for the location of a replacement septic system is also provided. The septic and replacement septic areas are intended for placement of a septic system and are reserved for such use only and any use in conflict therewith is prohibited. Replacement of the septic system when necessary is the Association's expense and responsibility. No future well shall be placed in such close proximity to the septic reserve areas as to preclude use of that area as such, in accordance with state and local regulations. The septic and sewer lines servicing each individual unit shall constitute limited common elements for the use of each respective unit.

Section 3.02.3 - Water Wells. The water wells located on the condominium project, together with pumps, pressure tanks and appurtenant equipment, including water lines and pipes shall constitute limited common elements of the respective units serviced by each water well.

Section 3.02.4 - Electric Service. Each unit shall be separately metered, and each unit owner shall be responsible for payment of its own electric account. In addition, the Association shall maintain a separately metered electric supply for the wells, water pumps, and all other lighting or electrical supply to the common elements.



Section 3.02.5 - Docks. Each duplex will have a dock located in relatively close proximity to the duplex. The dock located closest to a duplex is reserved as limited common elements for the exclusive use of the unit owners of that duplex.

Section 3.02.06 - Driveways and Vehicle Parking Areas. The vehicle parking area contiguous to each unit is reserved as limited common element for the exclusive use of the respective unit owner to which the vehicle parking area is contiguous. The driveway to each building is reserved as limited common element for the exclusive use of the owners of the units to which a specific driveway provides access.

Section 3.03 - Percentage of Ownership Interest. Each unit owner shall be entitled to 8.3333% of ownership in the common elements and the limited common elements of the condominium. The percentages of ownership interest appurtenant to each unit have been determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded amendment to this Declaration. Said ownership interest in the common and limited common elements shall be undivided interests, and the common and limited common elements shall be owned by the unit owners as tenants in common, in accordance with their respective percentages of ownership. The ownership of each unit and of the unit owner's corresponding percentage of ownership in the common and limited common elements shall not be separated.

To the extent that the Declarant expands the condominium, and as each expansion unit becomes substantially completed and ready for occupancy, the percentage of ownership interest shall change with the new unit(s) being entitled to the same percentage of ownership as the previously existing units and the percentage of ownership of the previously existing units shall be reduced so that the sum of the percentages of all ownership shall equal 100%.

Section 3.04 - Transfer of Common and Limited Common Elements. The percentage interest in the common and limited common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 3.05 - Maintenance of Common and Limited Common Elements. The Association shall be responsible for the management and control of the common and limited common elements and shall cause the same to be kept properly maintained. The cost of such maintenance and repair by the Association shall be a common expense to be borne by the Association through assessment of unit owners as set forth in the Bylaws of the Association. Square footages of individual units shall be taken into consideration in determining the assessment of unit owners with smaller units receiving a somewhat smaller assessment. The area of a full basements shall be counted in determining the square footage of a unit. Differences in area of less than 500 square feet shall not be counted. The cost of maintenance or replacement of any portion of the common or limited common elements damaged through the fault or negligence of a unit owner or the unit owner's employee, agent, lessee or other occupant will be charged back to the responsible party.

Section 3.06 - Damage, Destruction or Condemnation. If any common or limited common element is damaged or destroyed by fire, casualty or eminent domain, the repair, restoration or ultimate disposition shall be as provided in Chapter 703.18(2) of the Act.

#### ARTICLE IV

##### ASSOCIATION OF UNIT OWNERS

Section 4.01 - Legal Entity. This condominium shall be governed by an incorporated association of unit owners known as the "Bradford Point Property Owners' Association, Inc." (the "Association").

Section 4.02 - Membership and Voting Rights. Membership in the Association is appurtenant to and shall not be separated from ownership of a unit. There shall be one vote for each unit in all meetings of the Association. Votes may be cast by proxy. A vote may not be split, and in no event shall there be more than one vote cast with respect to any unit.

Section 4.03 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's Bylaws or any rules and regulations of the Association.

#### ARTICLE V

##### POWERS OF DECLARANT AND OF ASSOCIATION OF UNIT OWNERS

Section 5.01 - Declarant's Original Powers. Until the conveyance by Declarant of 75% of the common element interest to purchasers, or until ten years from the date the first unit is conveyed by the Declarant, whichever is earlier, the Declarant reserves all right to manage the affairs and to make all decisions of the Association and to exercise the powers and responsibilities otherwise assigned to the Association, or its officers, by this Declaration or Chapter 703, Stats. During this period, the Declarant shall have the full and exclusive right to take all action on behalf of the Association including but not limited to, the right to enter into leases and to make contracts and agreements for the maintenance, operation and management of the property, the determination, levy and collection of special assessments, and the enactment and enforcement of regulations for the use of the property.

Notwithstanding the above-described period of Declarant control, upon the conveyance of 25% of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least 25% of the directors of the executive board. Upon the conveyance of 50% of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least 33 $\frac{1}{3}$ % of the directors of the executive board. Upon the conveyance of 75% of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than Declarant shall elect an executive board of at least three directors and officers. The officers and directors shall take office upon election.

Section 5.02 - Association's Subsequent Powers. After the period of Declarant control described in Section 5.01, the Association shall have the power and authority to operate and manage the property, in accordance with the Act. The Association and the Board shall be fully bound by all contracts concerning the property entered into by the Declarant during the period of its exclusive control.

## ARTICLE VI

### COVENANTS, RESTRICTIONS, EASEMENTS AND ENCROACHMENTS

Section 6.01 - Mutual Condominium Service Easements. Easements are reserved over, through, and beneath the common elements for present and future utility services, including but not limited to, easements for gas lines, water pipes, sanitary sewer pipes, electrical wires, television or cable wires and yard lights whether shown on the Plat or not. Easements for such utility services are reserved to the Declarant, unit owners and occupants of the units and improvements and to their guests and invitees, without limitation, whether shown on the Plat or not. Easements for ingress and egress are reserved to the Association in, over and beneath units, their ceilings, floors and walls for the limited purpose of making repairs to any common elements.

Section 6.02 - Easements by Prescription. No easement by prescription shall ever arise in the units or common elements.

Section 6.03 - Encroachments Among Unit Owners. If any portion of a unit or a common or limited common element encroaches upon another as of the date this Declaration is recorded, a valid easement for the encroachment and maintenance of the same, as long as it stands, shall and does exist. In the event a unit is partially or totally destroyed and then rebuilt, encroachments on parts of the common elements or units as described herein, due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist. All such condominium service easements extend to the development of the expansion area if said area is added to the condominium by the Declarant.

Section 6.04 - Ingress and Egress Easement. Each unit owner acquires its prorata interest in the common element of ingress and egress rights over the 30-foot road and utility easement which is for the benefit of the condominium project as shown on the Plat. Each unit owner, its heirs, successors, assigns and invited guests, shall have an irrevocable right to use said road easement area for travel by snowmobile from their respective unit and/or limited common element to any public snowmobile trail which may or may not exist at the time this Declaration is filed. However, nothing in this easement shall give the general public snowmobile access rights to any portion of the condominium property. Furthermore, nothing in this easement shall give the unit owners, their heirs, successors or assigns, the right to travel across any other common element or area by snowmobile.

Section 6.05 - Access Easement to Future Land Owners. In the event the Declarant does not exercise its right to expand the condominium as set forth herein and elects to sell some or all of the expansion area, the Declarant, its heirs and assigns shall have a perpetual easement for ingress and egress over and across all roads that are a part of the condominium common elements.

Declarant, his heirs and assigns will contribute to the cost of maintaining said roads on a pro rata basis based upon the number of future owners of the expansion area.

Section 6.06 - Septic Use Easement. In the event the Declarant does not exercise its right to expand the condominium as set forth herein and elects to sell some or all of the expansion area, Declarant, its heirs and assigns shall have an easement to hook up to the private septic system of the condominium. Declarant, his heirs and assigns will contribute to the cost of maintaining and /or replacing said septic system on a pro rata basis based upon the number of future owners of the expansion area.

Section 6.07 - Grant of Restrictive Easement to Town of St. Germain. The filing of this Declaration is subject to the underlying Grant of Restrictive Easement given in favor of the Town of St. Germain recorded July 14, 1998, in Volume 825 of Records, page 124, as Document No. 339729 in the office of the Register of Deeds for Vilas County, Wisconsin.

Section 6.08 - Use Restrictions.

Section 6.08.1 - Units. Each unit shall be occupied as a residence by the unit owner and his/her family or in accordance with the provision of Section 6.06.5 below. No unit may be subdivided into smaller units. Until all units are sold, Declarant reserves the right to maintain a model unit to be used as a sales office for demonstration and showing to prospective purchasers.

Section 6.08.2 - Common and Limited Common Elements. The common and limited common elements shall be used only for the purposes for which they are intended, including but not limited to the furnishing of services and facilities for the enjoyment of the unit owners.

Section 6.08.3 - Nuisances. No nuisances shall be allowed upon the condominium property, nor shall any use or practice which is the source of annoyance to unit owners or which interferes with the peaceful possession and proper use of the condominium property by unit owners. The condominium property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements which will increase the rate of insurance upon the condominium property, unless such use is duly approved by the Association.

Section 6.08.4 - Lawful Use. No improper, offensive or unlawful use shall be made of any part of the condominium property and all valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification, or repair of the condominium property shall be complied with by the unit owners and/or the Association in the same manner as the responsibility for maintenance and repair of the property concerned as set forth herein.

Section 6.08.5 - Leasing. All leases or rental agreements relating to a unit shall be in writing and specifically be subject to the requirements of this Declaration and the Bylaws of the Association.



Section 6.08.6 - Signs. No signs shall be displayed from a unit or from the condominium property except those signs as shall have advance written approval of the Association or as are required by Declarant under Section 6.08.10 below.

Section 6.08.7 - Delegation of Use. Any unit owner may delegate, in accordance with the Bylaws, his right of enjoyment of the common elements to the tenants of his unit and to contract purchasers of his unit.

Section 6.08.8 - Rules and Regulations. The Association may, from time to time, adopt rules and regulations governing the use and appearance of the condominium property. The rules and regulations may provide for reasonable monetary fines against unit owners who violate or whose guests or tenants violate the rules and regulations or the provisions of this Declaration.

Section 6.08.9 - Indemnification. No damage or waste of condominium property shall be committed by any unit owner, and each unit owner shall indemnify and hold the Association and the other unit owners harmless against all losses or costs resulting from any such damage or waste caused by a unit owner or his guests or tenants to the common elements or the units.

Section 6.08.10 - Declarant's Use. Until the Declarant has closed the sales of all of the units of the condominium, neither the unit owners nor the Association shall interfere with the sale of units. The Declarant may make such use of the unsold units and common elements without charge as may facilitate such sale, including but not limited to maintenance of a sales and administrative office, leases of unsold units, model units, the showing of condominium property, the display of signs and such other uses which are normally associated with the sale and marketing of real property and units. Until the Declarant has closed the sales of all of the units, neither the unit owners nor the Association shall allow or cause to be placed on any unit any sign advertising a unit for sale.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

Section 7.01 - Amendment to the Declaration. Except for the rights reserved to the Declarant in Section 1.05, this Declaration may be amended only in accordance with Section 703.09(2), Stats., or in accordance with such statutory provisions as succeed that section. However, any amendment to this Declaration affecting the percentages of ownership interest in the common elements, votes in the Association, or boundaries of units, common elements, shall require the unanimous vote of all unit owners. Any amendment must comply with all applicable zoning ordinances.

Section 7.02 - Termination. In the event the unit owners agree to terminate this condominium and remove the property from the provisions of the Act, the property shall be divided between the unit owners so as to correspond to the legal descriptions set forth in Article II of this Declaration. To the extent necessary, such division shall be governed by Chapter 842 of the Wisconsin Statutes in lieu of proceeding in accordance with Sec. 703.28 of the Act.

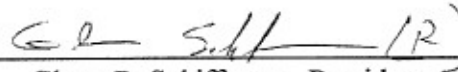
Section 7.03 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be Glenn P. Schiffman, P.O. Box 997, Eagle River, Wisconsin 54521. Change of agent for service of process may be accomplished by unanimous vote of the Association, which change of agent shall be filed with the Register of Deeds for Vilas County.

IN WITNESS WHEREOF, the said Declarant has executed this Declaration on the 2<sup>nd</sup> day of October, 1998.

DECLARANT:

PAUL REID, LLP

By: GPS, Inc., its Managing Partner


By:   
Glenn P. Schiffmann, President

MORTGAGEE'S CONSENT

The undersigned duly authorized representative of Firststar Bank Wisconsin, the owner and holder of a first and paramount mortgage lien on the condominium property described in Section 1.03 of the foregoing Declaration, hereby consents to the filing of this Declaration and to the subjection of the property to the provisions of the Section 703 of the Wisconsin Statutes. This consent is intended to have the effect of subordinating the first and paramount mortgage lien to the Declaration such that any foreclosure of the mortgage would not result in the removal of the property from the provisions of Section 703.

Dated this 1 day of October, 1998

FIRSTSTAR BANK WISCONSIN

By:   
Name: DAVID E. Johnson  
Title: First Vice President



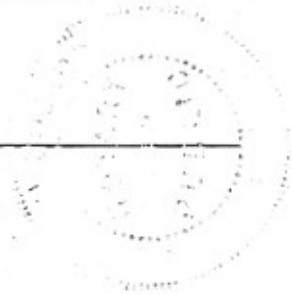
ACKNOWLEDGMENT OF DECLARANT

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF VILAS )

Personally came before me this 2<sup>nd</sup> day of October, 1998 the above-named Glenn P. Schiffmann, the President of GPS, Inc., the managing partner of Paul Reid, LLP, to me known to be the person who executed the foregoing instrument on behalf of and upon the authority of Paul Reid, LLP.

*Susan Borgard*

Notary Public, State of Wisconsin  
My commission: 3/18/2001



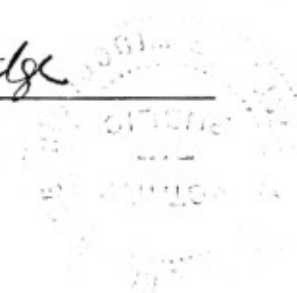
ACKNOWLEDGMENT OF FIRSTAR BANK WISCONSIN

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF MARATHON )

Personally came before me this 1st day of October, 1998 the above-named David E. Johnson, as First Vice President of Firstar Bank Wisconsin, to me known to be the person who executed the foregoing instrument on behalf of and upon the authority of Firstar Bank Wisconsin.

*Sandra J. Eldredge*

Sandra J. Eldredge  
Notary Public, State of Wisconsin  
My commission: expires 5/6/01



THIS DOCUMENT DRAFTED BY:

Thomas F. Mallery, Esq.  
MALLERY & ZIMMERMAN, S.C.  
101 Grand Avenue  
P.O. Box 479  
Wausau, WI 54402-0479

# BRADFORD POINT

a condominium

Being all of

LOT 1

of

CERTIFIED SURVEY MAP No. 3130

recorded in

Vol. 11 CERTIFIED SURVEYS on pages 74 & 75

Being part of

**GOV'T. LOT 2**

and part of the

**NW1/4 of the SE1/4  
SECTION 30, T40N, R8E**

Town of St. Germain  
Vilas County, Wisconsin

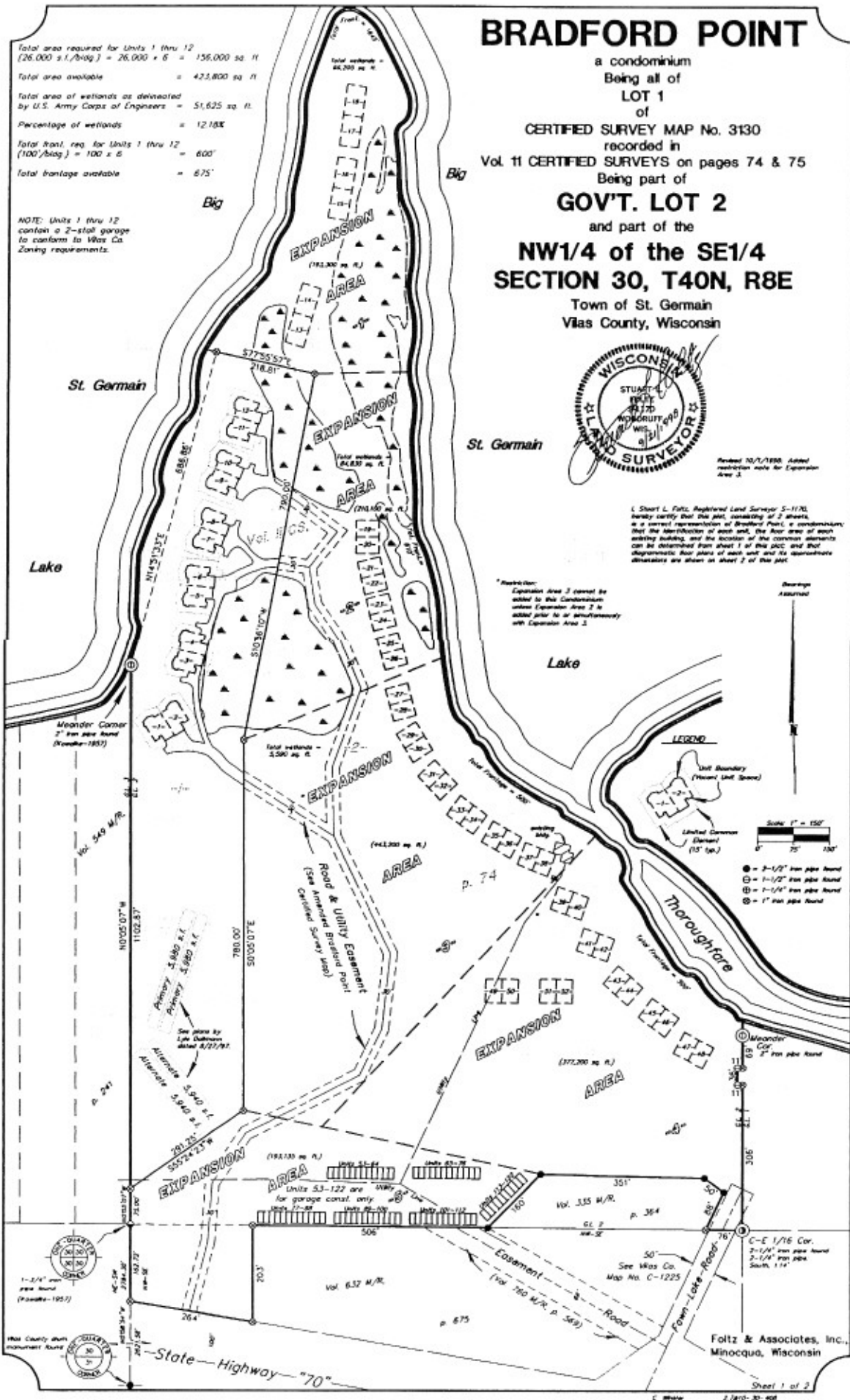


Revised 10/1/1998. Added  
restriction note for Expansion  
Area 3.

I, Stuart L. Foltz, Registered Land Surveyor 5-1170,  
hereby certify that this plat, consisting of 2 sheets,  
is a correct representation of Bradford Point, a condominium,  
that the identification of each unit, the floor area of each  
existing building, and the location of the common elements  
can be determined from sheet 1 of this plat, and that  
diagrammatic floor plans of each unit and its approximate  
dimensions are shown on sheet 2 of this plat.

\*Restriction:  
Expansion Area 3 cannot be  
added to this Condominium  
unless Expansion Area 2 is  
added prior to or simultaneously  
with Expansion Area 3.

Survey  
Assumed



Total area required for Units 1 thru 12  
(26,000 s.f./block) = 26,000 x 6 = 156,000 sq. ft.  
Total area available = 423,800 sq. ft.  
Total area of wetlands as delineated  
by U.S. Army Corps of Engineers = 51,625 sq. ft.  
Percentage of wetlands = 12.18%  
Total front req. for Units 1 thru 12  
(100'/block) = 100 x 6 = 600'  
Total barge available = 675'

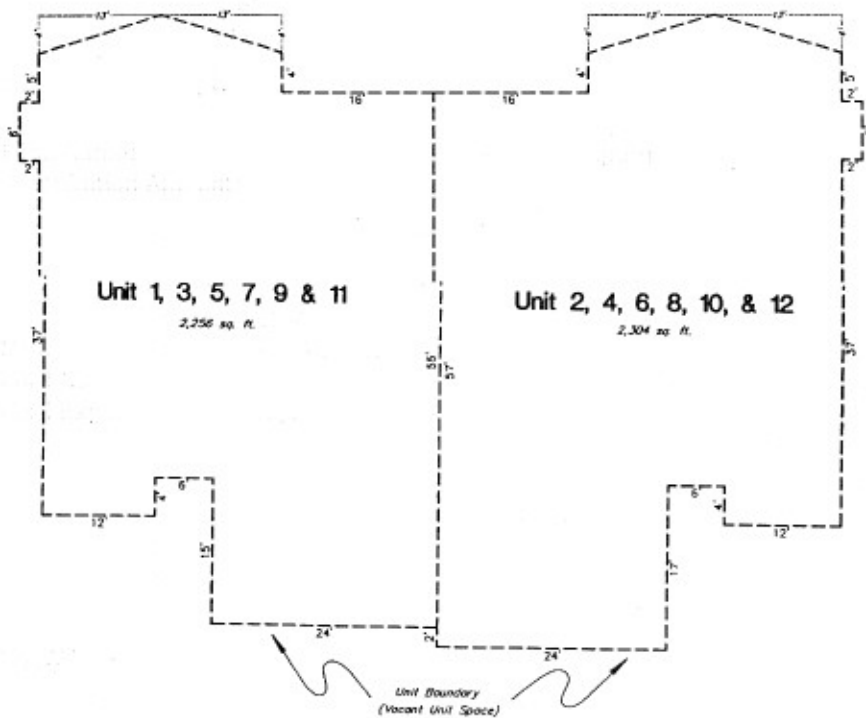
NOTE: Units 1 thru 12  
contain a 2-stall garage to  
conform to Wis. Co.  
Zoning requirements.



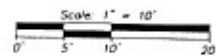
# BRADFORD POINT

a condominium

Town of St. Germain  
Vilas County, Wisconsin



NOTE: For orientation to north,  
and any Limited Common  
Elements, see sheet 1



Revised 10/1/1998 to add  
restriction to sheet 1

Sheet 2 of 2

**Foltz and Associates, Inc.**

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(715) 356-8483		fax (715) 356-1841

C. Moore 2.7810-20-408