Document Number

Condominium Declaration for the 4th Street Condominium

Document Title

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WRDA Rev 12/22/2010

CONDOMINIUM DECLARATION FOR THE 4th STREET CONDOMINIUM

This Declaration is made pursuant to the Condominium Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 45 day of December 2024 by Neighborhood Housing Services of Green Bay, Inc. d/b/a NeighborWorks Green Bay ("Declarant").

1) STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands described in this Declaration and the improvements on those lands to the condominium form of use and ownership as provided in the Act and this Declaration. The property, buildings and improvements shall be a "Small Condominium", as that term is defined in the Act. The rights and obligations of the party named as "Declarant" may be assigned pursuant to Section 703.09(4) of the Wisconsin Statutes.

2) LEGAL DESCRIPTION

The real estate subject to the provisions of this Declaration is described as follows:

All of Lots 86, 87 and 88, Block H, Mrs. C.L.A. Tank's First Addition to Fort Howard, Volume 1 of Plats, Page 29, located in Private Claim 3, West Side of Fox River, City of Green Bay, Brown County, Wisconsin.

3) NAME

The real estate and buildings and improvements shall be known as The 4th Street Condominium.

4) DESCRIPTION AND LOCATION OF BUILDINGS

There shall be two (2) main buildings on the real estate described above. One building shall contain five (5) Units, and the other shall contain two (2) Units. The buildings shall be two-story buildings constructed principally of wood and masonry components with a roof covered with residential-grade materials. The buildings and Units are depicted in the Condominium Plat attached hereto as Exhibit A.

5) DESCRIPTION OF UNITS

Unit 1 has a post office address of 821 S. Chestnut Street, Green Bay, Wisconsin 54304. It is a two-story unit of approximately 1,733 square feet, includes a basement and attached slab-on-grade garage, and has a layout, boundaries, and dimensions depicted in Condominium Plat.

Unit 2 has a post office address of 819 S. Chestnut Street, Green Bay, Wisconsin 54304. It is a two-story unit of approximately 1,733 square feet, includes a basement and attached slab-on-grade garage, and has a layout, boundaries, and dimensions depicted in Condominium Plat.

Unit 3 has a post office address of 817 S. Chestnut Street, Green Bay, Wisconsin 54304. It is a two-story unit of approximately 1,733 square feet, includes a basement and attached slab-on-grade garage, and has a layout, boundaries, and dimensions depicted in Condominium Plat.

Unit 4 has a post office address of 815 S. Chestnut Street, Green Bay, Wisconsin 54304. It is a two-story unit of approximately 1,733 square feet, includes a basement and attached slab-on-grade garage, and has a layout, boundaries, and dimensions depicted in Condominium Plat.

Unit 5 has a post office address of 813 S. Chestnut Street, Green Bay, Wisconsin 54304. It is a two-story unit of approximately 1,733 square feet, includes a basement and attached slab-on-grade garage, and has a layout, boundaries, and dimensions depicted in Condominium Plat.

Unit 6 has post office address of 422 4th Street, Green Bay, Wisconsin 54304. It is a two-story unit of approximately 1,733 square feet, includes a basement and attached slab-on-grade garage, and has a layout, boundaries, and dimensions depicted in Condominium Plat.

Unit 7 has post office address of 418 4th Street, Green Bay, Wisconsin 54304. It is a two-story unit of approximately 1,733 square feet, includes a basement and attached slab-on-grade garage, and has a layout, boundaries, and dimensions depicted in Condominium Plat.

The boundaries of Units 1, 2, 3, 4, 5, 6, and 7 shall be as follows:

- (a) Upper Boundary. The upper boundary of any portion of the Unit (garage and residence) shall be the plane of the lower surface of the supporting members of the roof structure, extended to an intersection with the perimetrical boundaries.
- (b) Lower Boundary. The lower boundary of that portion of the Unit located over the basement shall be the horizontal plane of the uncovered or unfinished upper surface of the concrete floor of the basement. The lower boundary of any portion of the Unit that is not located over the basement (including the garage) shall be the horizontal plane of the uncovered or unfinished upper surface of the concrete floor of such portion, extended to an intersection with the perimetrical boundaries.
- (c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be the outside surfaces of all exterior walls, the inside face of the stude supporting the respective interior common walls, and the exterior surfaces of all unit doors, the

garage door, and all windows, including the egress window and all air space within the egress window.

The following items serving or within a specific Unit shall also be part of the Unit:

- (a) All interior floor, wall, and ceiling mounted electrical fixtures and conduits and recessed junction boxes serving them;
- (b) All floor, wall, baseboard, or ceiling electrical outlets and switches and conduits and junction boxes serving them;
- (c) All plumbing fixtures and the piping, laterals, valves, and other connecting and controlling materials and devices that serve the Unit exclusively;
- (d) The cable television, telephone, and computer outlets, if any, to the Unit, all related wiring that serves the Unit exclusively, and the junction boxes serving them:
- (e) The controls of the heating, ventilation, and air conditioning systems of the Unit, and all ducts, vents, wires, cables, or conduits designed or used in connection with such systems that serve the Unit exclusively;
- (f) The floor between the basement and the first story of each Unit, as well as the floor separating the first and second stories of each Unit;
- (g) All interior walls separating the rooms within the Unit, and all interior doors; and
- (h) The garage door and any garage opener and/or related hardware.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Buildings serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

The Declarant reserves the right to change the layout and dimensions of the Units provided that such changes do not substantially alter the nature or quality of the Units. The Declarant reserves the right to amend this Declaration to record a plat depicting the layout, location, and dimensions of the Units as finally located and constructed.

6) DESCRIPTION OF COMMON ELEMENTS

The common elements shall be all parts of the Condominium except the Units and limited common elements, including the studs of the common walls, the exterior covering of the walls, the green spaces located around the buildings, the mechanical room and the steps leading to the mechanical room in each building, the walls of the mechanical rooms, the driveway from 4th Street, the common drive, and all other areas designated as common elements on the Condominium Plat. The common elements also include the sewer mains and attached pipes which service all Units. Major repair or replacement of the roof or exterior of the buildings or a portion thereof shall be made upon receipt of opinions from two licensed professionals by one or all unit owners, said costs to be shared between the unit owners consistent with their respective Percentage Interests. Minor repairs not affecting the appearance of the roof or exterior walls shall be made by the owner of the unit beneath or surrounded by the area requiring such repair. The exterior of the building shall be maintained and repaired to maintain a uniform appearance at all times.

7) LIMITED COMMON ELEMENTS

The limited common elements shall include the walkways, immediate entrance ways and stoops/porches, parking pads, air conditioners, and utility meters (electric, water, and gas) servicing each respective Unit.

8) ASSOCIATON OF UNIT OWNERS

All unit owners shall be entitled and required to be a member of an association of unit owners known as The 4th Street Condominium Association (hereinafter "The Association"), which shall be responsible for carrying out the purpose of this Declaration, including the exclusive management and control of the common area and facilities. The Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner shall abide by and be subject to all the rules, regulation, duties and obligations of this Declaration and the Bylaws and Rules and Regulations of the Association.

Membership and voting rights shall be set forth in the Bylaws of The Association. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address has been furnished to the Association.

The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

9) ENTRY FOR REPAIRS

The Association may enter the Units 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. Whenever possible and except for emergencies, such entry shall be made with no less than 12 hours' prior notice to the owners and with as little inconvenience to the owners as practical, and any damage cause thereby shall be repaired by the Association and treated as a common expense.

10) MAINTENANCE

The unit owners shall be responsible for repair, maintenance or replacement of their individual Units. Said units shall be repaired at the cost of each individual unit owner and they shall keep their Units in good repair subject only to normal wear and tear. All limited common elements of each unit shall be repaired, maintained and replaced by the owner of the Unit or Units benefiting from said limited common element. All common elements shall be maintained at the expense of the Unit owners consistent with each of their respective Percentage Interests, i.e. each Unit owner shall be responsible for 14.2857% of the cost of such maintenance. However, to the extent that any cleaning, maintenance, repair, or replacement of all or any part of any common element is required as the result of the negligent, reckless, or intentional act or omission of any Unit Owner or occupant of a Unit, or any employee, guest, contractor, agent or invitee of a Unit Owner, the Unit Owner that committed the act or omission, or is responsible for the individual committing such act or omission, shall pay the cost of such cleaning, maintenance, repair, or replacement.

11) DESTRUCTION AND RECONSTRUCTION

In the event of the total destruction of a building it shall be determined by agreement of all unit owners whether to rebuild, repair, restore, or sell the property. If damage is only to one (1) Unit and such damage does not affect the other Units the damaged Unit shall be repaired by the owner of the damaged Unit.

12) RESIDENTIAL PURPOSES

Subject to the exceptions described below, the Units are intended for and restricted exclusively to use as single-family residences. No commercial activity is permitted in or about the Condominium or any Unit except to the extent that the same is permitted in residences under the applicable zoning code. Notwithstanding the foregoing, to the extent permitted by all applicable laws, codes, and ordinances, Units may be leased as permitted under this Declaration, the Bylaws, and the Rules and Regulations, but all leases shall be in writing, the term of any such lease shall not be less than six (6) months, and the lease must contain a provision obligating all tenants to abide by this Declaration, the Bylaws, and the Rules and Regulations. In addition, the Declarant shall be permitted to use all Units owned by the Declarant as models for sale and leasing activities, and the Declarant reserves the right to erect signs or other entryway features at the entrances of the Condominium (such as "For Sale" signs) and to erect appropriate signage within the Units and elsewhere related to the sale or leasing of Units.

13) RIGHTS RESERVED BY THE DECLARANT

Notwithstanding anything to the contrary in this Declaration, the Bylaws, or the Rules and Regulations, the Declarant reserves the right to (a) conduct promotional and sales activities in or about the Condominium; (b) continue construction work on unsold units; (c) pass through common elements to complete unfinished units; and (d) unilaterally correct errors in the Declaration. Furthermore, so long as Declarant owns at least one (1) Unit, no amendment to

this Declaration may take effect until such time as the amendment has been approved in writing by the Declarant.

Furthermore, and notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years from such date; or (b) thirty (30) days after the conveyance of the fourth Unit to any person other than Declarant; or (c) thirty (30) days after the Declarant's election to waive its right of control. This period shall be referred to as the period of "Declarant Control."

14) BOUNDARY ADJUSTMENTS, DIVISIONS, AND MERGERS

The Board of Directors of the Association must approve any request for a boundary adjustment between Units, or any division or merger of Units.

15) <u>EASEMENTS</u>

Easements are hereby declared and granted for utility purposes as said easements may exist and appear of record.

16) BINDING EFFECT

All easements and rights described herein are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgages and their heirs, executors, administrators, successors and assigns. Acceptance of a deed by a unit owner shall constitute an acceptance of the provision of this Declaration, the Bylaws, and other rules and regulations adopted pursuant thereto.

17) **INSURANCE**

The Association shall be required to obtain, to the extent obtainable, fire, casualty, and special form insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the condominium buildings (but not

equipment, furniture, furnishings or other personal property of the unit owners), and all common elements and limited common elements; such insurance shall cover the condominium improvements and shall name as insured the Association, and all Unit Owners and their mortgagees and land contract vendors, as their interests may appear, in an amount equal to and not less than the replacement value of the condominium buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided herein as trustee for all Unit Owners and their mortgagees or land contract vendors as their interests may appear.

Each Unit Owner shall be required to obtain and maintain a policy of insurance which includes property damage and liability coverage in amounts acceptable to the Association, and shall present written proof of the same at the request of the Association or Declarant.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association.

18) SERVICE OF PROCESS

Service of process is to be had upon each of the respective unit owners. Service upon one individual unit owner shall be considered service upon all owners if ownership is Joint tenancy, tenancy in common or any other multiple form of ownership. The initial Registered Agent for service of process upon the Association is David Erickson, 437 S. Jackson Street, Green Bay, Wisconsin 54301. The Association shall designate a new Registered Agent for the Association within ten (10) days after the end of the period of Declarant Control.

19) PERCENTAGE OF INTEREST AND VOTES

The percentage of interest in common areas, limited common areas and facilities ("Percentage Interest") shall be as follows: Unit 1, 14.2857%; Unit 2, 14.2857%; Unit 3, 14.2857%; Unit 4, 14.2857%; Unit 5, 14.2857%; Unit 6, 14.2857%; and Unit 7, 14.2857%. The Association shall have a voting membership consisting of all unit owners. The owner(s) of each Unit shall be entitled to one (1) vote, regardless of the number of persons or entities owning each Unit. The right and qualifications of the members are set forth in the Bylaws of the Corporation. The unit owners by unanimous consent may terminate this condominium in accordance with Section 703.28 of the Wisconsin Statutes.

20) NUMBER AND GENDER

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

21) CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference and in no way define nor limit the scope or intent of the various provisions hereof.

22) SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

23) <u>AMENDMENT</u>

This Declaration may only be amended pursuant to the requirements of Section 703.09(4) of the Wisconsin Statutes.

24) CONFLICTS BETWEEN DOCUMENTS

If a conflict exists among any provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws, or any Rules and Regulations of the Association, or between or among any of them, this Declaration shall be considered the controlling document, followed in order by the Articles of Incorporation, the Bylaws, and any Rules and Regulation.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 40 day of December 2024.

signed this $\frac{47}{2}$ day of December 1	ber 2024.
	DECLARANT: Neighborhood Housing Services of Green Bay, Inc. d/b/a NeighborWorks Green Bay By:
	Name: NOEL S. HALVORSEN
	Name: NOEL S. HALVORSEN Title: PRESIDENT & CEO
STATE OF WISCONSIN)	
OUNTY OF BROWN) ss.	
Personally came befo <u>Nosl S. HALYOP<モル</u> purposes recited therein on beha	re me this <u>17th</u> day of December 2024, , who acknowledged the foregoing document for the alf of said Declarant.
	DANO N. EMPL.

Name: DAUD W. ERICKSON
Notary Public, State of Wisconsin
My Commission expires: 9/21/25



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by the Declarant to the undersigned recorded in the office of the Register of Deeds of Brown County, Wisconsin on October 24, 2024, as Document No. 3077778, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this day of December 2024.

BANK OF LUXEMBURG

Name: Jake A. Dittmann
Title: VP of Commercial Landi

STATE OF WISCONSIN) county of Brown) ss.

Personally came before me this 4th day of December 2024, the above named ALEA. DITMAN, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Name: DAYD W. EPLESSON
Notary Public, State of Wisconsing

My commission expires: 9/2

This document drafted by and should be returned to: Attorney Deron J. Andre Andre Law Offices, LLC 400 Security Blvd. Ste. 2 Green Bay, WI 54313



EXHIBIT "A"













