

**Condominium Declaration of Conditions,
Covenants, Restrictions and Easements for
2041-2043 River Point Court Condominium**

Document Number

Document Title

3069985

**CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
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**Czachor, Polack + Borchardt
PO Box 2402
Green Bay, WI 54306**

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CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
2041-2043 RIVER POINT COURT CONDOMINIUM

TABLE OF CONTENTS

1. Statement of Declaration	1
2. Legal Description	1
3. Name	1
4. Description and Location of Buildings	1
5. Description of Units	2
6. Description of Common Elements	
A. Common Wall	3
B. Yard Space	3
C. Limited Common Elements and Facilities	3
7. Association of Unit Owners	3
8. Entry for Repairs	3
9. Maintenance	4
10. Destruction and Reconstruction	4
11. Residential Purposes	4
12. Easements	4
13. Binding Effect	4
14. Insurance	4
15. Service of Process	5
16. Percentage of Interest and Votes	5
17. Number and Gender	5
18. Captions	6
19. Severability	6
20. Homestead	6
21. Registered Agent	6

CONDOMINIUM DECLARATION
OF
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FOR 2041-2043 RIVER POINT COURT CONDOMINIUM

This Declaration made pursuant to the Unit ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 28th day of July, 2024, by JAmber Properties LLC. (the "Declarant")

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed thereon to the condominium form of ownership in the manner provided by law and by this Declaration.

Declarant hereby declares that they are the owners of the real property described in Section 2 of this Declaration together with all buildings and improvements thereon which is hereby submitted 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 Residential Condominium," as that term is defined in the Act.

2. LEGAL DESCRIPTION

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

All of Lot 13, River's Edge First Addition (Volume 21, Plats, Page 275, Document No. 1899786, Brown County Records), located in part of Private Claim 32, East side of Fox River, Town of Ledgeview, Brown County, Wisconsin.

3. NAME

The aforesaid real estate and building and improvements thereon shall be known as 2041-2043 River Point Court Condominium.

4. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be one (1) main building on the real estate described above which building shall contain two (2) units. Said building shall be a two-story building in height and is constructed principally of wood and masonry components with roof

covered with composition roofing shingles. The building is to be located on real estate as indicated in the Condominium Plat marked Exhibit "A" attached hereto and made part of this Declaration.

5. DESCRIPTION OF UNITS

Unit 1 has a post office address of 2041 River Point Court, De Pere, Wisconsin 54115. It is approximately a two-story single-family condominium.

Unit 2 has a post office address of 2043 River Point Court, De Pere, Wisconsin 54115. It is approximately a two-story single-family condominium.

The boundaries of each Unit shall be as follows:

- (a) Upper Boundary. The upper boundary of the Unit shall be the interior surface of the supporting members of the roof above the highest level of living area, extended to the intersection with the perimetrical boundaries.
- (b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.
- (c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries. The outside surface of the poured concrete foundational basement wall between the Units shall be perimetrical boundary of the Unit as to that common basement wall.

6. DESCRIPTION OF COMMON ELEMENTS

The common elements include the common wall, roof covering the units, and the exterior covering of the walls such as siding, brick or other decorations. All of aforementioned common elements must remain uniform. Major repair or replacement of the roof or siding or a portion thereof shall be made upon receipt of opinions from two licensed professionals by one or both unit owners, said costs to be shared equally between the two-unit owners, Minor repairs not affecting the appearance of the roof or siding shall be made by the owner of the unit beneath or surrounded by the area requiring such repair. The exterior of the buildings shall be maintained, decorated, and repaired so as to maintain at all times a uniform appearance of both buildings.

- A. Common Wall. The common elements consist of the wall and floors/ceilings between units. Said wall is to be used by the unit owners in common, each unit to bear equally with the other cost of keeping the common wall in good order and repair; provided, however, that damage to one side of the common wall not affecting the other side should be repaired by the owner of the unit on whose side the damage has occurred.
- B. Yard Space. All yard space or area not so designated as a unit or limited common element shall be common elements of the condominium. Each unit owner may maintain gardens and other landscaping as the unit owners agree in the common area adjacent to their units.
- C. Limited Common Elements and Facilities. The driveways in front of the respective garages will be limited common elements and are restricted to the use of the unit to which they are adjacent and service. The decks and patios are also limited common elements and are restricted to the use of the unit to which they are attached and service. The yard space as divided will be limited common elements and are restricted to the use of the unit to which they are adjacent to. See Exhibit "A" attached, as Condominium Plat Map. No unit owner shall encumber or restrict another unit owner's access to and from that respective unit owner's garage.

7. ASSOCIATION OF UNIT OWNERS

All unit owners shall be entitled and required to be a member of an association of unit owners known as the 2041 -2043 River Point Court Condominium Association, (hereinafter "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, regulations, 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 2041-2043 River Point Court Condominium Association.

8. ENTRY FOR REPAIRS

The Association may enter any lot 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 practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense. The Association does not reserve the right of entry to and upon any improvements placed upon a lot.

9. MAINTENANCE

The unit owners shall be responsible for repair, maintenance, or replacement of their individual units. Said unit 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 benefiting from said limited common element. All common elements shall be maintained at the expense of the unit owners consistent with the policy adopted by the Board of Directors of the Association.

10. DESTRUCTION AND RECONSTRUCTION

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

11. RESIDENTIAL PURPOSES

The buildings and units therein contained are intended for and restricted exclusively to residential use.

12. EASEMENTS

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

13. 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 should constitute an acceptance of the provision of this Declaration, Bylaws and other rules and regulations adopted pursuant thereto.

14. INSURANCE

The unit owners shall insure their respective units, the common elements and limited common elements appurtenant thereto, including the appurtenant portion of the building and interior surfaces and all fixtures contained in said unit, through the use of individual homeowner's insurance policies. Said homeowner's insurance policies shall be underwritten by the same insurance company, if possible, containing the same terms, conditions, and provisions for coverage. The coverages should be agreed to by both unit owners. Such insurance shall be obtained in the name of the unit owner and their mortgagees as their interest may appear. Such insurance shall contain a notice requirement that will notify each other of any change, renewal and or cancellation.

All policies of physical damage insurance should contain, to the extent possible, 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 other unit owner.

The Association may be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine.

15. 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 by joint tenancy or tenancy in common or other multiple forms of ownership.

16. PERCENTAGE OF INTEREST AND VOTES

The percentage of interest in common areas, limited common areas and facilities shall be as follows: Unit 1 shall be Fifty (50%) percent; Unit 2 shall be Fifty (50%) percent. The Association shall have a voting membership consisting of all unit owners. Each unit owner shall have one (1) vote. If a Unit is owned by more than one (1) person, the owners thereof are entitled, collectively to only one (1) vote. 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.

17. 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.

18. 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.

19. 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.

20. HOMESTEAD

This is not homestead property of the declarant.


21. REGISTERED AGENT

The initial registered agent for the service of process shall be:

Joshua Liesch, member of Jamber Properties LLC
1741 Limestone Trail
De Pere, Wisconsin 54115

The role of the above initial agent shall terminate upon the sale of both units. The new owners shall jointly determine who shall be the registered agent.

Sally

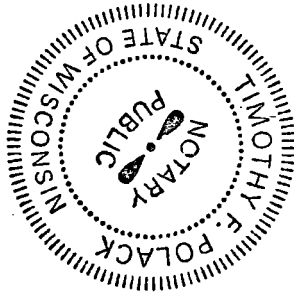

Joshua Diesch, Member

By: Amber Liesch, Member

By: Amber Liesch, Member

STATE OF WISCONSIN)
) SS
BROWN COUNTY)

Personally came before me this 24th day of July, 2024, the above named, Joshua Liesch and Amber Liesch to me known to be the persons who executed the foregoing instrument and acknowledge the same.



* Amory T. Polack
Notary Public

My Commission Expires: is permanent

7

EXHIBIT

A

Bearings referenced to the Southbury Line of Private Claim 32, East Side of the Fox River, Wisconsin, assumed to be N64°W20'W.

Legend

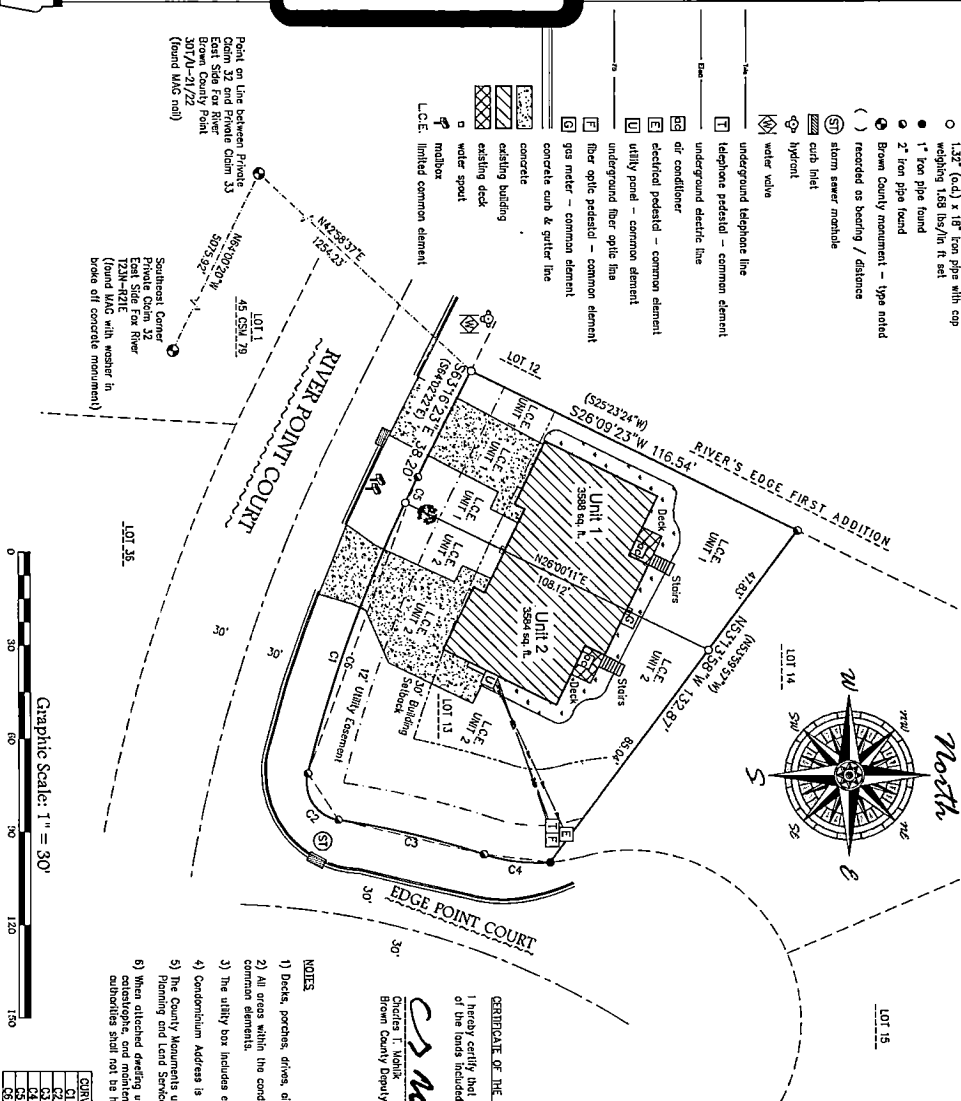
- 1.32" (6.4) x 18" iron pipe with cap
- 1" iron pipe found
- 2" iron pipe found
- Brown County monument - type noted
- () recorded as bearing / distance
- ⊙ storm sewer manhole
- ⊙ curb inlet
- ⊙ hydrant
- ⊙ water valve
- ⊙ underground telephone line
- ⊙ underground electric line
- ⊙ telephone pedestal - common element
- ⊙ electrical pedestal - common element
- ⊙ utility panel - common element
- ⊙ underground fiber optic line
- ⊙ fiber optic pedestal - common element
- ⊙ gas meter - common element
- ⊙ concrete curb & gutter line
- ⊙ concrete
- ⊙ existing building
- ⊙ existing deck
- ⊙ water spout
- ⊙ mailbox
- ⊙ L.C.E. limited common element

Point on Line between Private Claim 32 and Private Claim 33
East Side Fox River
Brown County Point
307°41'-21'22"
(found white nail)

Southern Center
Private Claim 32
122N-R71E
(found white with washer in
hole of concrete monument)

2041-2043 River Point Court Condominium

All of Lot 13, River's Edge First Addition (Volume 21, Plats, Page 276, Document No. 1889786, Brown County Records), located in part of Private Claim 32, East Side of the Fox River, Town of Ladgewick, Brown County, Wisconsin.



CURVE	ARC LENGTH	RADIUS	CHORD	BEARING	CENTRAL ANGLE	TANGENT BEARING
C1	10.86	470.00	10.86	S89°28'44"E	17°25'02"	S53°16'23"E, S74°14'23"E
C2	20.10	174.00	17.43	N65°20'42"E	35°57'38"	S75°40'28"E
C3	21.84	250.00	21.84	N43°32'42"E	22°56'11"	S87°22'47"E, S101°12'36"E
C4	8.10	470.00	8.10	S63°49'04"E	10°54'44"	N15°15'31"E
C5	92.78	470.00	92.81	S70°24'17"E	11°18'28"	-

CURVE DATA

- NOTES:
- 1) Decks, porches, drives, or condenser, water spouts & wells are limited common elements.
 - 2) All areas within the condominium and outside the units, except those areas designated as limited common elements, are common elements.
 - 3) The utility box includes electrical meter, two floor optic boxes and two fire alarm boxes.
 - 4) Condominium Address is 2041-2043 River Point Court.
 - 5) The County Mapmakers used in this survey are shown and their fees have been paid to the Brown County Planning and Land Services has been notified of any discrepancies.
 - 6) When affected grading units are created, matters of mutual concern to the subject property owners, due to construction, maintenance, and maintenance, shall be guided against by private covenants and deed restrictions and the adjoining subdivisions shall not be held responsible for same.

NOTES

I hereby certify that the records in our office show no unrecorded taxes and no unpaid or special assessments affecting any of the lands included in this Condominium Plat as of the dates listed below.

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Brown County Planning Commission

For: L. D. Dierker

Date: 7/24/24

By: L. D. Dierker

7/24/24

7/24/24

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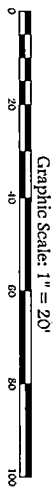
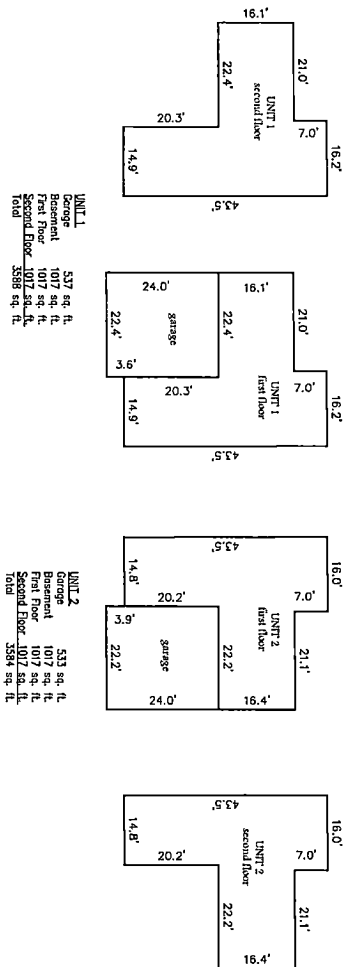
Client: Josh Liesch	Tax Parcel: D-457
<div> <div> </div> <div> vierbich planners engineers advisors </div> </div>	
400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670	
File: 2024-00024.dwg Date: 7/23/24 Plotter: HP DesignJet 2710 Dashed: By: JNK	Scale: 1"=30' PROJECT NO. B-2821 SHEET NO. 1 of 2 DRAWING NO. X-11149

2041-2043 River Point Court Condominium

All of Lot 13, River's Edge First Addition (Volume 21, Plate 275, Document No. 1899786, Brown County Records), located in part of Private Claim 32, East Side of the Fox River, Town of Ledgewood, Brown County, Wisconsin.

NOTES

- 1) Floor dimensions are based on exterior building dimensions.
- 2) Square footage is approximate from exterior dimensions.



STEVEN M. BIEDA
P.E. 2275
GREEN BAY, WI
LAND SURVEYOR

Client Josh Liesch	Tax Parcel D-557
400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670	
Scale: 1"=20'	
PROJECT NO. B-2821	
SHEET NO. 2 of 2	
DRAWING NO. X-1149	