

**Condominium Declaration of Conditions,
Covenants, Restrictions and Easements for
2771 Manitowoc Road & 2765 Continental
Drive Condominium**

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CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
2771 MANITOWOC ROAD & 2765 CONTINENTAL DRIVE CONDOMINIUM

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CONDOMINIUM DECLARATION

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR 2771 MANITOWOC ROAD & 2765 CONTINENTAL DRIVE 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 2nd day of July, 2024, by V&M Apartments LLC ("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:

See Attached Legal Description as Exhibit A

3. NAME

The aforesaid real estate and building and improvements thereon shall be known as 2771 Manitowoc Road & 2765 Continental Drive Condominium.

4. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be two (2) buildings on the real estate described above which the main building shall contain two (2) units. Said building shall be a one-story

building in height and is constructed principally of wood and masonry components with roof covered with composition roofing shingles. The second building is a one story outbuilding which is a limited common element as described herein for Unit 1. The building is to be located on real estate as indicated in the plat marked Exhibit "B" attached hereto and made part of this Declaration.

5. DESCRIPTION OF UNITS

Unit 1 has a post office address of 2771 Manitowoc Road, Green Bay, Wisconsin 54311. It is approximately a one-story single-family condominium with a detached garage.

Unit 2 has a post office address of 2765 Continental Drive, Green Bay, Wisconsin 54311. It is approximately a one-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 and a utility room in the basement, but not including utility equipment serving each unit. 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. There is an outbuilding that is a limited common element for Unit 1 and is restricted to the use of Unit 1. 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 "B" attached, as Condominium 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 2771 Manitowoc Road & 2765 Continental Drive 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 2771 Manitowoc Road & 2765 Continental Drive 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:

Michael D. Radue
905 George Street
De Pere, Wisconsin 54115

Change of agent for service of process may be accomplished by resolution of the unit owners.

CONSENT OF MORTGAGEE

The undersigned, being the holder of a Mortgage executed by V&M Apartments LLC to Capital Credit Union, recorded in the Brown County of Register of Deeds on March 3, 2016 @ 2:14 PM, as Document Number 2735636 and an Assignment of Leases and Rents executed by V&M Apartments LLC and Capital Credit Union, recorded March 3, 2016 @ 2:14 PM, as Document Number 2735637, does hereby consent to all of the terms and conditions of the foregoing to Declaration of Covenants and Restrictions, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Dated this 11th of June, ~~2023~~ ²⁰²⁴.

Capital Credit Union:

William Landae

By William Landae

Title: Commercial Lender

ACKNOWLEDGMENT

STATE OF WI

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)SS
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COUNTY OF BROWN

Personally came before me this 11 day of June, 2024, the above named William Landae who acknowledged himself/herself to be a employee of Capital Credit Union and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Kelsey J Heida

Name: Kelsey J Heida

Notary Public, State of Wisconsin

My Commission: June 1 2027

This document was drafted by:
Attorney Timothy F. Polack
Czachor, Polack + Borchardt, LLP
PO Box 2402
Green Bay, WI 54306

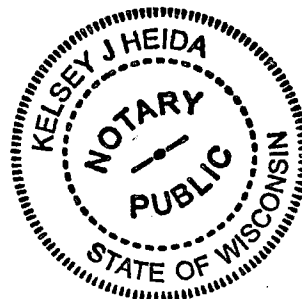


EXHIBIT A

All of Lot 106 and part of Lot 107 of record plat "Continental Park West Addition", (Volume 18, Plats, Page 85, Document No. 1136593, Brown County Records), being located in part of the Northwest 1/4 of the Southwest 1/4 of Section 15, T23N-R21E, Village of Bellevue, Brown County, Wisconsin, more fully described as follows; Commencing at the West ¼ Corner of Section 15, T23N-R21E; thence N89°46'23"E, 896.85 feet along the North line of the Southwest 1/4 of said Section 15; thence S0°13'37"E, 1133.45 feet to the Point of Beginning being the Northeast Corner of Lot 106 of recorded plat "Continental Park West Addition", (Volume 18, Plats, Page 85, Document No. 1136593, Brown County Records); thence S7°41'17"E, 132.24 feet along the East line of said Lot 106, also being the West line of Lot 105 of said plat; thence 48.92 feet along a Southerly line of said Lot 106 and the North right of way of Continental Drive being the arc of a 260.65 foot radius curve to the Left whose long chord bears S70°59'28"W, 48.84 feet; thence S65°36'59"W, 16.58 feet along a Southerly line of said Lot 106 and said North right of way; thence 16.75 feet along a Southerly line of said Lot 106 and said North right of way Drive being the arc of a 12.00 foot radius curve to the Right whose long chord bears N74°23'23"W, 15.43 feet; thence N34°23'45"W, 130.00 feet along a Westerly line of said Lot 106, a Westerly line of Lot 107 of said plat and the East right of way of Manitowoc Road; thence N63°58'25"E, 134.20 feet along a Southerly line of Lot 3, Volume 31, Certified Survey Maps, Page 187, Map No. 4861, Document No. 1434150, Brown County Records; thence S34°23'45"E, 20.00 feet along a Westerly line of said Lot 3 to the Point of Beginning.

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