

**Condominium Declaration of  
Conditions, Covenants, Restrictions and  
Easement for  
3481 Leeds Castle Drive & 854 Krause Road**

Document Number

Document Title

**3063426**

**CHERYL BERKEN  
BROWN COUNTY  
REGISTER OF DEEDS  
GREEN BAY, WI**

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**EXEMPT #**

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Recording Area

Name and Return Address

**LIBERTY  
TITLE**

**Czachor, Polack + Borchardt**

**PO Box 2402**

**Green Bay, WI 54306**

*SKC*

Parcel Identification Number (PIN)

CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
3481 LEEDS CASTLE DRIVE & 854 KRAUSE ROAD CONDOMINIUM

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**CONDOMINIUM DECLARATION**  
**OF**  
**CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS**  
**FOR 3481 LEEDS CASTLE DRIVE & 854 KRAUSE ROAD 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 5<sup>th</sup> day of May, 2024, by Robert A. Kiefert and Laura K. Kiefert ("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.

Declarants 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 105 of the recorded "Glen Kent Estates First Addition" (Volume 22, Plats, Page 189, Document Number 2160709, Brown County Records), located in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 7, T24N-R20E, Village of Howard, Brown County, Wisconsin.

3. NAME

The aforesaid real estate and building and improvements thereon shall be known as 3481 Leeds Castle Drive & 854 Krause Road 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 survey marked Exhibit "A" attached hereto and made part of this Declaration.

#### 5. DESCRIPTION OF UNITS

Unit 1 has a post office address of 3481 Leeds Castle Drive, Green Bay, Wisconsin 54313. It is approximately a two-story single-family condominium.

Unit 2 has a post office address of 854 Krause Road, Green Bay, Wisconsin 54313. 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, the exterior covering of the walls such as siding, brick, or other decorations, and the inground sprinkler system. All of aforementioned common elements must remain uniform. Major repair or replacement of the roof, siding, or sprinkler system 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, patios and pool 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. 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 3481 Leeds Castle Drive & 854 Krause Road 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 3481 Leeds Castle Drive & 854 Krause Road 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 homestead property of the declarant.

21. REGISTERED AGENT

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

Robert A. Kiefert  
854 Krause Road  
Green Bay, Wisconsin 54313

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

IN WITNESS WHEREOF, the said Robert A. Kiefert and Laura K. Keifert has caused this Declaration to be executed this 5<sup>th</sup> day of May, 2024

DECLARANT: Robert A. Kiefert

*Laura K. Kiefert*  
Laura K. Kiefert

STATE OF WISCONSIN )  
 ) SS  
BROWN COUNTY )

Personally came before me this 5<sup>th</sup> day of May, 2024, the above named, Robert A. Kiefert and Laura K. Kiefert to me known to be the persons who executed the foregoing instrument and acknowledge the same.



My Commission Expires: 4/10/28

Drafted By:  
Attorney Timothy F. Polack  
Czachor, Polack + Borchardt, LLP  
107 North Broadway, Ste. II  
Green Bay, WI 54303  
(920) 435-7300

EXHIBIT

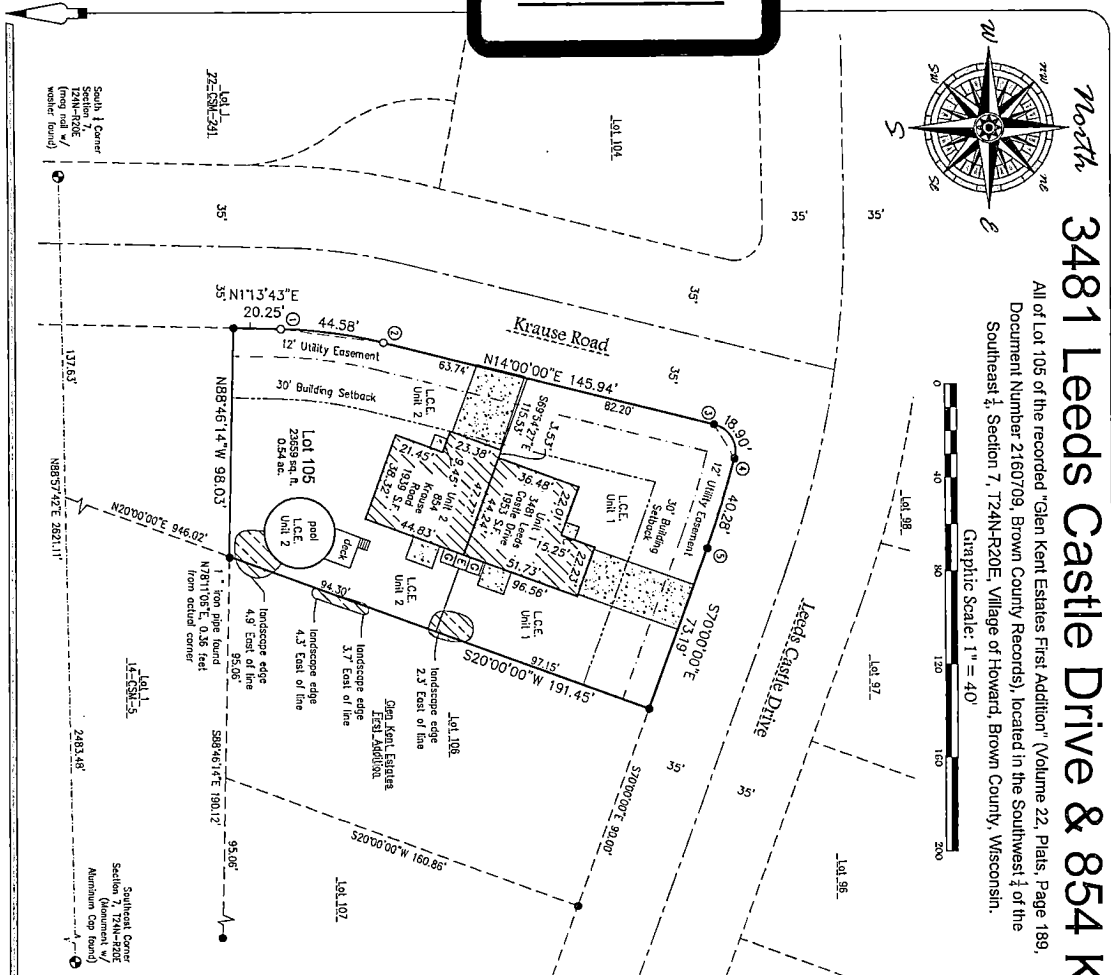
A

North

## 3481 Leeds Castle Drive &amp; 854 Krause Road Condominium

All of Lot 105 of the recorded "Glen Kent Estates First Addition" (Volume 22, Plate 189, Document Number 2160709, Brown County Records), located in the Southwest 1/4 of the Southeast 1/4, Section 7, T24N-R20E, Village of Howard, Brown County, Wisconsin.

Graphic Scale: 1" = 40'



## SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements to be constructed upon the property.

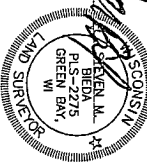
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Parcel contains 23,659 square feet / 0.54 acre more or less.

Parcel subject to easements and restrictions of record.

This plat is a correct representation of "3481 Leeds Castle Drive & 854 Krause Road Condominium" as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the appropriate dimensions and floor areas thereof.

Steven M. Bieda  
P.L.S.-2275  
GREEN BAY,  
WI  
April 17th, 2014



## CERTIFICATE OF THE BROWN COUNTY TREASURER

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

Charles T. Mark  
Brown County Treasurer  
Date 5/7/14

## CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

There are no objections to this condominium plat with respect to Sec. 703.115 Wis. Stat., and is hereby approved for the Brown County Planning Commission.

Carol Duckert  
Brown County Planning Commission  
Date 5/7/14

## NOTES

- 1) Building represents on-bill conditions.
- 2) Decks, patios, landscape areas, drives & wells are limited common elements to the apartment unit.
- 3) All areas within the condominium and outside the units, except those areas designated as limited common elements, are common elements.
- 4) Condominium Address is 3481 Leeds Castle Drive & 854 Krause Road.
- 5) Bearings referenced to the South line of Lot 105 of the recorded "Glen Kent Estates First Addition" (Volume 22, Plate 189, Document Number 2160709, Brown County Records), assumed to be N89°46'14"W.
- 6) The County Monuments used in this survey are shown and their use have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

## Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	EXTERNAL ANGLE	TANGENT BEARING
1-2	18.80'	12.00'	17.00'	N73°15'00"E	90°00'00"	N73°15'00"E
2-3	18.80'	12.00'	17.00'	N89°46'14"W	90°00'00"	N89°46'14"W
4-5	40.28'	400.00'	40.28'	S72°33'05"E	5°46'10"	S70°00'00"E

## Legend

- 1.37' (4) x 18" iron pipe
- weighing 1.68 lbs/lb ft set
- 1" iron pipe found
- gas meter
- Brown County monument - type noted
- electrical pedestal
- concrete
- existing building
- landscape area
- L.C.E. Limited Common Element

**vierbicher**  
planners | engineers | advisors



400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Client:  
**Robert Kiefert**  
Tax Parcel: V4-2582

PROJECT NO.  
K-18723  
SHEET NO.  
1 of 1  
DRAWING NO.  
X-1613

Scale: 1"=40'  
FILE: K-18723.dwg  
DATE: 4/17/2014  
PLOT: 4/17/2014  
PLOT: 4/17/2014  
PLOT: 4/17/2014  
PLOT: 4/17/2014