

Document No.	DECLARATION OF CONDOMINIUM FOR 872-874 RED HAWK DRIVE CONDOMINIUM
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CHERYL BERKEN
BROWN COUNTY
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Parcel Identification Number

DECLARATION OF CONDOMINIUM FOR
872-874 RED HAWK DRIVE 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 8th day of February 2024 by Nail It LLC ("Declarant"), 2075 Fawn Drive, Green Bay, Wisconsin 54304.

1) STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements thereon which are 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 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 ("the Property") is described as follows:

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9597 (DOCUMENT #3029212), BEING PART OF LOT 75 OF THE PLAT OF TWIN OAKS FIRST ADDITION, RECORDED IN VOLUME 21, PLATS, PAGE 46 (DOCUMENT #1690091), ALL OF BROWN COUNTY RECORDS, LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, T25N-R19E, VILLAGE OF PULASKI, BROWN COUNTY, WISCONSIN.

3) NAME

The aforesaid real estate and building and improvements thereon shall be known as 872-874 Red Hawk Drive Condominium.

4) DESCRIPTION AND LOCATION OF BUILDINGS

There is one (1) main building (duplex) on the real estate described above which building contains two (2) Units. The building is a one-story building and is constructed principally of wood and masonry components with a roof covered with composite roofing shingles. The building is located on real estate as indicated in the Condominium Plat marked Exhibit A and attached hereto and made part of this Declaration.

5) DESCRIPTION OF UNITS

Unit 1 has a post office address of 872 Red Hawk Drive, Pulaski, Wisconsin 54162 . Unit 1 consists of a residence of approximately 1261 square feet (first floor), a basement of

approximately 1261 square feet, and an attached garage of approximately 545 square feet, for a total of approximately 3067 square feet.

Unit 2 has a post office address of 874 Red Hawk Drive, Pulaski, Wisconsin 54162. Unit 2 consists of a residence of approximately 1261 square feet (first floor), a basement of approximately 1261 square feet, and an attached garage of approximately 545 square feet, for a total of approximately 3067 square feet.

The lower boundary of each Unit shall be an imaginary horizontal plane located parallel to and 20 feet below the surface of the ground extended to the perimetrical boundaries, and the upper boundary of each Unit shall be an imaginary horizontal plane located parallel to and 40 feet above the surface of the ground extended to the perimetrical boundaries plus any roof overhangs.

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, and any joint utility meters;
- (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, as well as any external air conditioning units attached to a Unit that service that Unit exclusively;
- (f) The floors between the basement and the first story and the first story and second story of each Unit;
- (g) All interior walls separating the rooms within the Unit, and all interior doors;
- (h) The garage door and any garage opener and/or related hardware.

6) DESCRIPTION OF COMMON ELEMENTS; PARKING

The common elements shall be all parts of the Condominium except the Units and limited common elements, including the studs of the common wall, the exterior covering of the walls,

the roof of the building and all other areas designated as common elements on the Condominium Plat attached hereto as Exhibit A. The common elements also include the sewer main and laterals and attached pipes which service more than one Unit. Repair or replacement of the roof or exterior of the building 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 unit owners. The exterior of the building shall be maintained and repaired to maintain a uniform appearance at all times.

Parking for each Unit shall be limited to two (2) vehicles at any one time without the prior consent of both Unit Owners and may only be parked in the paved driveway appurtenant to that Unit. No vehicle shall be parked so as to block any other vehicle from exiting or entering the Property via Red Hawk Drive or to block the other Unit owner from accessing that Unit owner's garage.

7) LIMITED COMMON ELEMENTS

The limited common elements are those areas designated as limited common elements on the Condominium Plat attached hereto as Exhibit A, including the respective driveways and side and back yards appurtenant to each Unit.

8) 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 872-874 Red Hawk Drive 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, but this shall not be required. 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.

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(s) benefiting from said limited common element, including but not limited to snow and ice removal and abatement. 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 50% 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 both unit owners within that building 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 or the Common Elements 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. In addition, the Declarant shall be permitted to use 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) engage in remodeling work on unsold units; (c) pass through common elements to complete remodeling of unsold units; and (d) unilaterally correct errors in the Declaration.

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 one of the Directors of the Association.

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) EASEMENTS

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 Unit Owners shall insure their respective Units, and the limited common elements appurtenant to their respective Units, including the appurtenant portion of the building and interior surfaces and all fixtures contained in said Unit as described above, through the use of homeowner's insurance policies. Such insurance shall be obtained in the name of the Unit Owner and their mortgagees as their interest 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.

The Association shall be responsible for obtaining and maintaining insurance on the common elements, with terms, conditions, and coverages approved by the Association.

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 Registered Agent for service of process upon the Association while the Declarant owns one or both Units is Marc Tackmier, 2075 Fawn Drive, Green Bay, Wisconsin 54304. The Association shall designate a new Registered Agent for the Association within ten (10) business days after the sale of the second Unit by the Declarant.

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, 50%, and Unit 2, 50%. 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) AMENDMENT

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

If a conflict exists among any provisions of this Declaration, 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 Bylaws and any Rules and Regulation.

DECLARANT:
NAIL IT LLC

Marc Tackmier, who
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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 2/8/24, as Document No. 3036664, does hereby consent to all the terms and conditions of the foregoing Declaration, and agree that their interests in the Property shall be subject in all respects to the terms thereof.

Dated this 8th day of February 2024.

Bank of Luxembourg
325 Cardinal Lane
Howard, WI 54313

By: Tom Staszak

Name: Tom Staszak

Title: MORTGAGE CONSULTANT

STATE OF WISCONSIN)
COUNTY OF Brown) ss.

Tom Staszak Personally came before me this 8th day of February 2024, the above-named Tom Staszak, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Dawn P. Pamperin

Name: Dawn P. Pamperin

Notary Public, State of Wisconsin

My commission expires: 4/10/2026

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

DAWN P. PAMPERIN
NOTARY PUBLIC
STATE OF WISCONSIN

EXHIBIT A

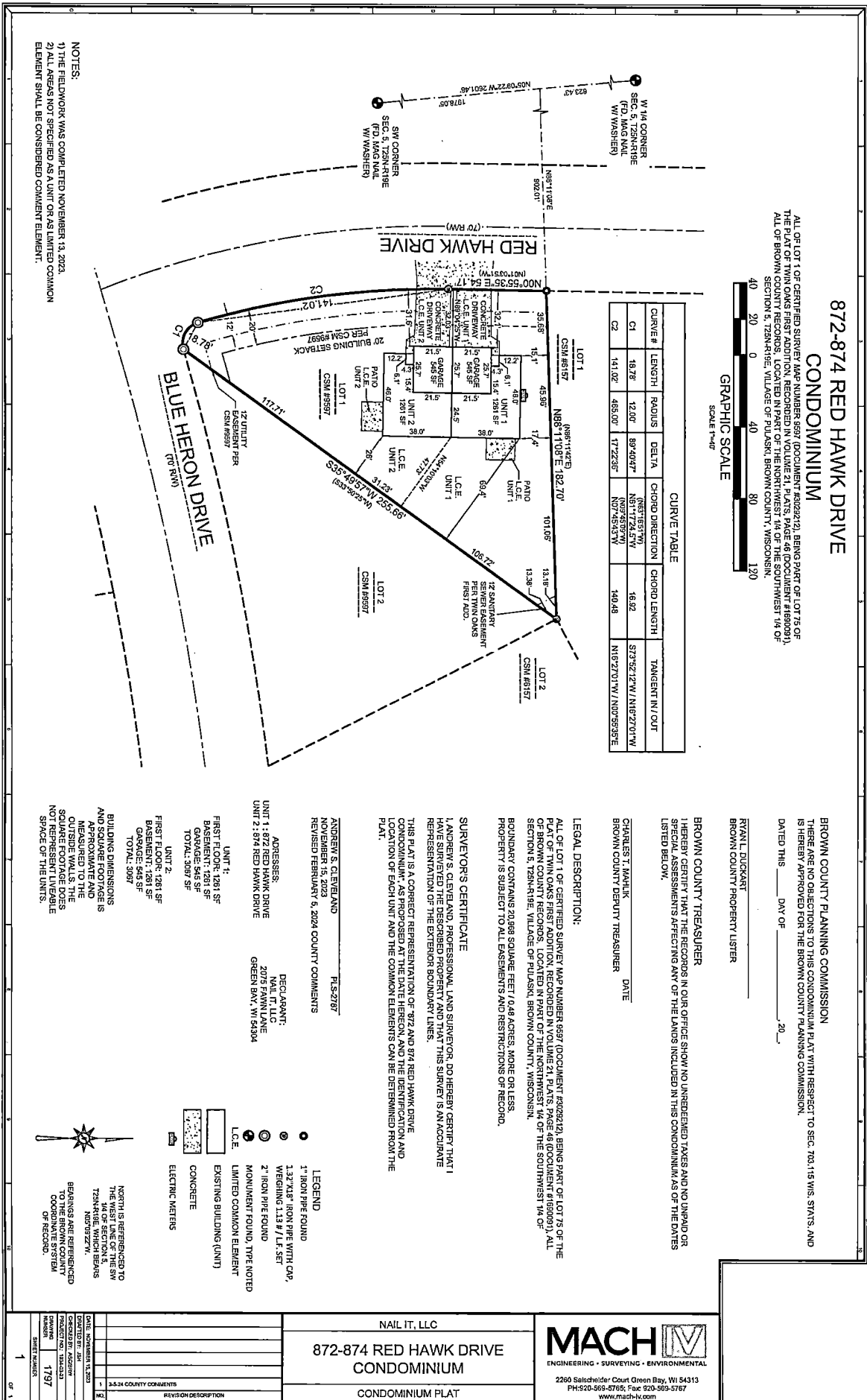


EXHIBIT B

BYLAWS OF 872-874 RED HAWK DRIVE CONDOMINIUM

1. **Purpose.** Pursuant to the Wisconsin Statutes relating to small condominiums and the condominium declaration for 872-874 Red Hawk Drive Condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin (hereinafter called the "Declaration"), by Nail It LLC (hereinafter referred to as the "Declarant"), the following are adopted as the By-laws of 872-874 RED HAWK DRIVE CONDOMINIUM. These By-laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors, and assigns and shall govern the use, occupancy, operations, and administration of the Condominium.
2. **Administration.** All aspects of the management, operation, and duties of the association of Unit Owners shall be delegated to the Board of Directors. The Board of Directors shall be composed of one representative from each Unit, chosen by and from among the owners of that Unit. The Board of Directors shall meet at least annually, with all meetings held at a place in Brown County unless the Directors agree otherwise in writing. Directors may also participate in meetings by phone or by Zoom or other similar web-based platforms.

The order of business at all meetings of the Board of Directors shall be as follows:

 - (a) Calling the meeting to order
 - (b) Calling the roll of Directors and certifying the proxies.
 - (c) Proof of notice of meeting or waiver of notice.
 - (d) Reading and disposal of any unapproved minutes.
 - (g) Unfinished business.
 - (h) New business.
 - (i) Adjournment.
3. **Notice.** Notice of meetings of the Board of Directors shall be given in a manner best calculated to assure that actual notice is received by the owners of the Units. Personal service of said notices upon a Unit Owner, or the mailing of said notices to the last known address of the owners of a Unit or the address for the real estate tax bill shall be acceptable.
4. **Finances and Budgets.** The fiscal year of the Association shall begin on the first day of January and end on the last day of December. The Board may adopt an annual operating budget for the association, effective for the corresponding fiscal year. The Board may also maintain a statutory reserve account under Sec. 703.163 of the Wisconsin Statutes, and funds held in such account may only be withdrawn for the purpose of repairing or replacing common elements, or other routine maintenance or for such other purposes as permitted under Sec. 703.165.
5. **Enforcement of Condominium Documents.** It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations adopted by the Board

of Directors, and any decisions made by the Board of Directors. Unit Owners shall have the right and standing to enforce the same in the event the Owner(s) of another Unit fail to comply.

6. **Rules and Regulations.** The Units, the Common Elements, and the Limited Common Elements shall be occupied and governed by rules and regulations established by these By-laws, as the same may be amended by the Unit Owners. These Rules and Regulations apply to and shall be complied with by all Unit Owners and their tenants, employees, guests, and invitees.

(a) **Use.** No unit owner shall occupy or use the Unit, the Common Elements, or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than a residential purposes or in any other manner inconsistent with the local zoning ordinances.

(b) **Obstructions.** There shall be no obstruction of the Common Elements or Limited Common Elements.

(c) **Utility Lines.** Each Unit Owner shall be responsible for repairing any damage to his or her Units occurring as a result of leaks or damages or other occurrences to the sewer, water, or gas lines servicing only his or her Unit. If damage to a Unit is caused by the sewer, water or gas line from the other Unit, the Owner of the other Unit shall be responsible for the cost to repair said damage.

(d) **Limited Common Elements.** All walks, drives, and patios open to public view shall be kept in a neat and orderly condition. No personal property shall be stored on the same.

(e) **Unit Maintenance.** All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect the other Unit, the Common Elements, or the Limited Common Elements. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may cause. Each Unit Owner shall also be responsible for maintaining the Limited Common Elements appurtenant to their respective Units.

(f) **Nuisances.** No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all local, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

(g) **Winter Heating.** Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

(h) **Snow Removal.** Each Unit Owner shall be responsible for snow and ice removal from the Limited Common Elements appurtenant to their Unit (the driveway and any steps/stoop appurtenant to their Unit).

(i) **Leasing of Units.** Units may be leased to third parties but the Unit Owner must provide copies of the Declaration and By-laws to the tenant(s) and all leases must be in writing and contain a provision whereby the tenant(s) agree to abide by all terms and conditions of the Declaration, Bylaws, and any rules and regulations adopted by the Board of Directors.

(j) **Laundry.** No laundry is to be hung in windows or anywhere else outside of a Unit for any reason.

(k) **Window Coverings.** Occupants of Units will have 30 days following their move in to install appropriate window coverings. Interior window coverings (i.e., drapes, blinds, shades, etc.) visible from the Unit's exterior shall be in good condition and not detract from the appearance of the property. Blinds that are bent, broken, or otherwise in poor condition, reflective foil window coverings, and cracked, wrinkled, or poorly installed window films are not permitted.

(l) **Animals.** Unit Owners who reside in their Unit shall be allowed to keep (1) dog **or** one (1) cat per Unit. Animals shall be carried or kept on a leash at all times when not in a Unit. In addition to one dog or one cat, small animals that are kept in a cage or tank may also be permitted with Board approval. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. All animals must be registered with the Association and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate cleanup of their animals regardless of the circumstances. All pets shall be registered and inoculated as required by law. Raising or breeding of livestock or of pets for sale shall be strictly prohibited. If a Unit is leased to a third party, no pets (including a dog or cat) are allowed in that Unit without the prior written consent of the Board of Directors.

(m) **Parking.** Parking is governed by the terms of the Declaration. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense.

(n) **Bikes/Recreational Equipment.** Unit Owners shall keep bikes and other recreational equipment in their Unit and shall not store them in the Limited Common Elements or Common Elements

(o) **Salting.** Unit Owners are hereby prohibited from using salt on the access walks or driveways of the Condominium and shall be liable for the costs of repairing all damage caused by the use of salt.

7. **Disputes.** Disputes between the Unit Owners shall be governed by and interpreted in accordance with the laws of Wisconsin, without regard to principles of conflict of laws. Any dispute between the Unit Owners that cannot be resolved amicably shall, at the request of a Unit Owner, be submitted to binding arbitration in Brown County, Wisconsin before a single arbitrator of the American Arbitration Association ("AAA"), under the AAA rules and procedures. The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in Wisconsin. The arbitrator shall have authority to award reasonable costs and fees to the prevailing party upon request but shall not be required to do so. No party Unit Owner may challenge the jurisdiction or venue provisions contained in this section of the Bylaws. Nothing contained in this section shall prevent a party from obtaining an injunction from a court of competent jurisdiction.

8. **Amendment.** These By-laws, or any provision of these By-laws, may only be amended or repealed by unanimous written consent of both Unit Owners.