

**Condominium Declaration of Conditions,
Covenants, Restrictions and Easements
for 1749/1751 Oneida Street
Condominium**

Document Number

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CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
1749/1751 ONEIDA STREET CONDOMINIUM

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CONDOMINIUM DECLARATION

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR 1749/1751 ONEIDA STREET 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 27th day of June, 2025, by Chance 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 it is the owner 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 1, Block 4, Deneys' Subdivision Number Four, being a part of Private Claim No. 12, West side of Fox River, City of Green Bay, Brown County, Wisconsin.

3. NAME

The aforesaid real estate and building and improvements thereon shall be known as 1749/1751 Oneida Street 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 a metal roof. 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 1749 Oneida Street, Green Bay, Wisconsin 54304. It is approximately a two-story single-family condominium.

Unit 2 has a post office address of 1751 Oneida Street, Green Bay, Wisconsin 54304. 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. Common Fence. There is a fence that divides each Units limited common element yard space and as such shall be considered a common element.
- D. 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. Both outside electrical meters are located on the south side of Unit 2 but each electrical meter shall be considered a limited common element for each respective Unit, along with any utilities that exclusively serve on of the Units.

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 1749/1751 Oneida Street 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 1749/1751 Oneida Street 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. Each unit owners shall be responsible to maintain said utilities that are exclusively for the use of their unit.

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:

Darren J. Stock
1749 S. Oneida Street
Green Bay, WI 54304

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.



1749/1751 ONEIDA STREET CONDOMINIUM

ALL OF LOT 1, BLOCK 4, DENEYS' SUBDIVISION NUMBER FOUR, RECORDED IN VOLUME 8, PAGE 82 OF PLATS, AS DOCUMENT NUMBER 503196, BEING A PART OF PRIVATE CLAIM NO. 12, WEST SIDE OF THE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, ANDREW HUNTER, WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND MARKED, ACCORDING TO THE OFFICIAL RECORDS, THE CONDOMINIUM DESCRIBED HEREIN AND THAT THE DRAWING SHOWN ON THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT IS A TRUE SCALED AND DIMENSIONAL REPRESENTATION OF THE BOUNDARIES, BUILDINGS AND IMPROVEMENTS, THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS DOCUMENT.

THE PROPERTY DESCRIBED IS SUBJECT TO ALL EASEMENTS OF RECORD AND UNDEFINED UNDERGROUND UTILITY EASEMENTS SUCH AS BUT NOT LIMITED TO SANITARY SEWER LATERALS, WATER LATERALS, ELECTRICAL, TELEPHONE AND TELEVISION CABLES.

DATED THIS 18TH DAY OF JUNE 2025

ANDREW HUNTER, PROFESSIONAL LAND SURVEYOR S-2835-008

BROWN COUNTY CERTIFICATE

THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM PLAT WITH RESPECT TO WISCONSIN STATE AND IS HEREBY APPROVED FOR THE BROWN COUNTY PLANNING COMMISSION.

DATED THIS ___ DAY OF ___ 2025

RYAN DUCKART
BROWN COUNTY PROPERTY LISTER

CITY OF GREEN BAY CERTIFICATE

THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM PLAT WITH RESPECT TO WISCONSIN STATE, AND IS HEREBY APPROVED FOR THE CITY OF GREEN BAY DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT.

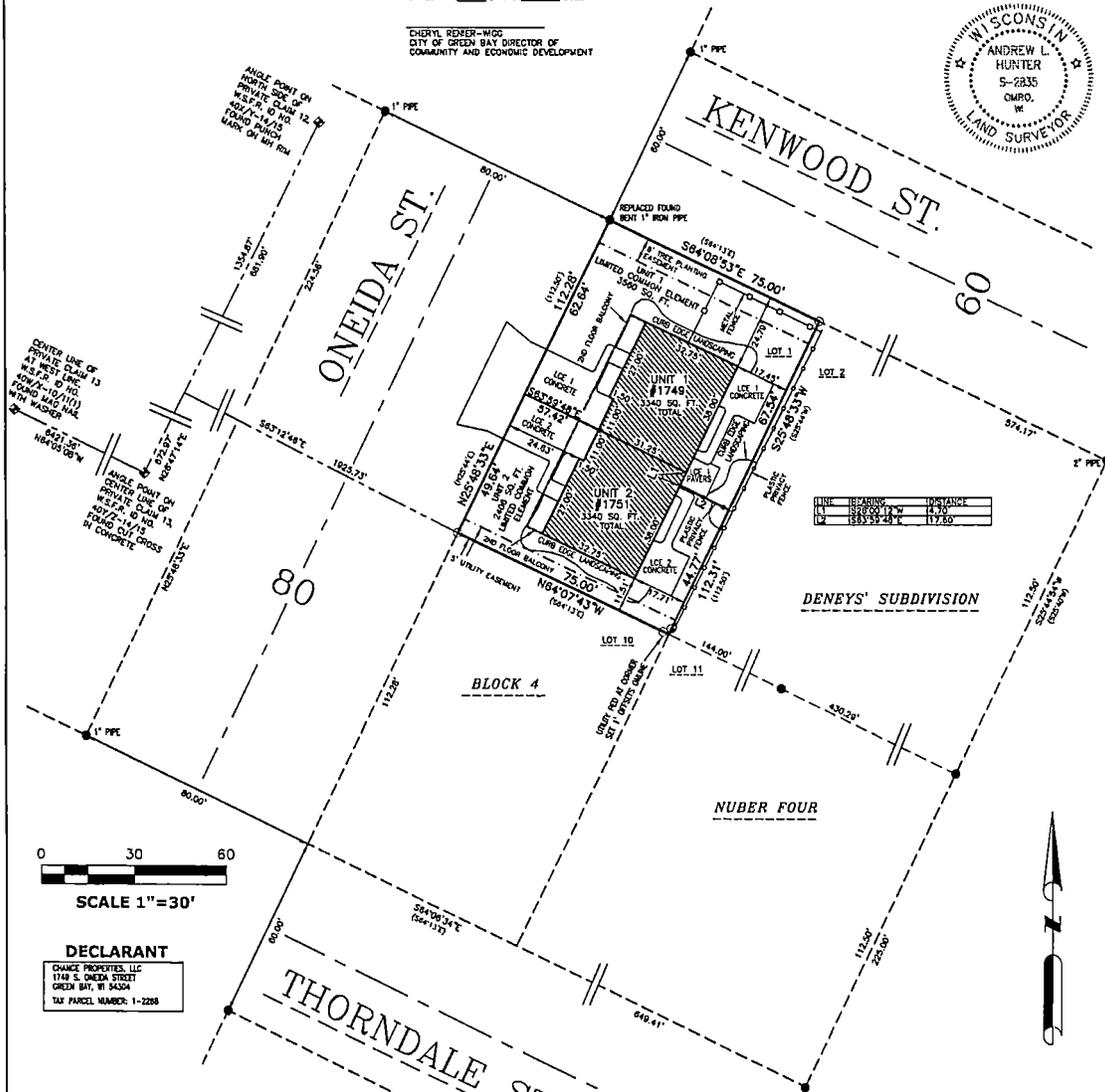
DATED THIS ___ DAY OF ___ 2025

CHERYL REBER-WIGG
CITY OF GREEN BAY DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

BROWN COUNTY TREASURER

I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOWN NO UNRECORDED TAXES AND NO UNPAID ON SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

RAYMOND SUENINEN
BROWN COUNTY TREASURER



DECLARANT
CHANGE PROPERTIES, LLC
1180 S. ONEIDA STREET
GREEN BAY, WI 54304
TAX PARCEL NUMBER: 1-2288

LEGAL DESCRIPTION

ALL OF LOT 1, BLOCK 4, DENEYS' SUBDIVISION NUMBER FOUR, RECORDED IN VOLUME 8, PAGE 82 OF PLATS, AS DOCUMENT NUMBER 503196, BEING A PART OF PRIVATE CLAIM NO. 12, WEST SIDE OF THE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

NOTES

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, BROWN COUNTY, AND 83 (81) DATUM WHERE THE WEST LINE OF BLOCK 4, DENEYS' SUBDIVISION NUMBER FOUR, BEARS NORTH 25°42'33" EAST.
THE COMMON ELEMENTS OF THE AREA AND FACILITIES INCLUDED IN THE CONDOMINIUM DECLARATION, EXCEPTING THE UNITS AND THEIR LIMITED COMMON ELEMENTS.
BUILDING DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND MEASURED TO THE OUTSIDE OF THE FOUNDATION WALL, THE SQUARE FOOTAGE SHOWN DOES NOT REPRESENT THE Livable SPACE OF THE UNITS.
THIS CONDOMINIUM PLAT LIES ENTIRELY WITHIN AIRPORT ZONING DISTRICT "C". THE AUSTIN STRANDEL INTERNATIONAL AIRPORT OPERATOR SHALL BE CONTACTED FOR REVIEW AND APPROVAL PRIOR TO ANY DEVELOPMENT OR LAND DISTURBING ACTIVITIES WITHIN THE AIRPORT ZONING DISTRICT.

NOTES

BUILDING AREAS AND DIMENSIONS SHOWN REFLECT THE EXTERIOR FOOTPRINT OF THE BUILDING AND DOES NOT REPRESENT Livable AREA.

GROUND FLOOR PLAN WITH ATTACHED GARAGE	2ND FLOOR PLAN	BASEMENT FLOOR PLAN																																							
<table border="1"> <tr><td>32.75'</td></tr> <tr><td>UNIT 1</td></tr> <tr><td>864 SQ. FT.</td></tr> <tr><td>27.00'</td></tr> <tr><td>1.50'</td></tr> <tr><td>UNIT 1 GARAGE</td></tr> <tr><td>344 SQ. FT.</td></tr> <tr><td>31.25'</td></tr> <tr><td>UNIT 2 GARAGE</td></tr> <tr><td>344 SQ. FT.</td></tr> <tr><td>11.00'</td></tr> <tr><td>1.50'</td></tr> <tr><td>UNIT 2</td></tr> <tr><td>864 SQ. FT.</td></tr> <tr><td>27.00'</td></tr> <tr><td>32.75'</td></tr> </table>	32.75'	UNIT 1	864 SQ. FT.	27.00'	1.50'	UNIT 1 GARAGE	344 SQ. FT.	31.25'	UNIT 2 GARAGE	344 SQ. FT.	11.00'	1.50'	UNIT 2	864 SQ. FT.	27.00'	32.75'	<table border="1"> <tr><td>32.75'</td></tr> <tr><td>UNIT 1</td></tr> <tr><td>1228 SQ. FT.</td></tr> <tr><td>27.00'</td></tr> <tr><td>1.50'</td></tr> <tr><td>31.25'</td></tr> <tr><td>31.25'</td></tr> <tr><td>UNIT 2</td></tr> <tr><td>1228 SQ. FT.</td></tr> <tr><td>27.00'</td></tr> <tr><td>32.75'</td></tr> </table>	32.75'	UNIT 1	1228 SQ. FT.	27.00'	1.50'	31.25'	31.25'	UNIT 2	1228 SQ. FT.	27.00'	32.75'	<table border="1"> <tr><td>32.75'</td></tr> <tr><td>UNIT 1</td></tr> <tr><td>864 SQ. FT.</td></tr> <tr><td>27.00'</td></tr> <tr><td>32.75'</td></tr> <tr><td>GARAGE</td></tr> <tr><td>344 SQ. FT.</td></tr> <tr><td>32.75'</td></tr> <tr><td>UNIT 2</td></tr> <tr><td>864 SQ. FT.</td></tr> <tr><td>27.00'</td></tr> <tr><td>32.75'</td></tr> </table>	32.75'	UNIT 1	864 SQ. FT.	27.00'	32.75'	GARAGE	344 SQ. FT.	32.75'	UNIT 2	864 SQ. FT.	27.00'	32.75'
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LEGEND

- DENOTES 3/4" IRON PIPE FOUND, UNLESS OTHERWISE NOTED
- DENOTES SECTION OR 1/4 SECTION CORNER AS DESCRIBED
- DENOTES 1.25" OUTSIDE DIAMETER IRON PIPE 16" LONG SET, WEIGHING NOT LESS THAN 11.5 LBS PER LINEAL FOOT.
- () DENOTES RECORD DIMENSION WHERE IT VARIES FROM ACTUAL MEASUREMENT
- "LCE" DENOTES LIMITED COMMON ELEMENT

6/18/2025
PROJECT 0154
SHEET 1 OF 1

3852 CLEN OAKS PASS GREEN BAY, WI 54311
www.wisconsinlandsurveying.com (920)410-7744