

CONDOMINIUM DECLARATION
OF CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS 3591-3593 BLACK SHEEP
WAY CONDOMINIUM

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BROWN COUNTY
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GREEN BAY, WI
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CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
3591-3593 BLACK SHEEP WAY CONDOMINIUM

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 18th day of March, 2025, by the John J. Bunker Revocable Trust of 2007, dated April 3, 2007 (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 sole owner of the real property described in 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 Condominium" as that term is defined in the Act.

2. LEGAL DESCRIPTION. The following described real estate, located at 3591-3593 Black Sheep Way, Green Bay, Wisconsin 54311, is subjected to provisions of this Declaration:

ALL OF LOT 49, EATON HEIGHTS, SECOND ADDITION, VOLUME 24, PAGES 114-115, DOCUMENT NUMBER 2869420, LOCATED IN PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 36, TOWNSHIP 24 NORTH, RANGE 21 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

3. NAME. The aforesaid real estate and the building and improvements thereon shall be known as: 3591-3593 BLACK SHEEP WAY CONDOMINIUM.

4. DESCRIPTION AND LOCATION OF BUILDINGS. There shall be one (1) main building ("Building") on the real estate described above which building shall contain two (2) Units ("Unit"). Said building shall be one (1) story in height and shall be constructed principally of wood and masonry materials with a roof covered with composite roofing shingles. The building is to be located on the real estate as indicated in condominium plat marked Exhibit "A" attached hereto and made a part of this Declaration.

5. DESCRIPTION OF UNITS. Unit 1 has a post office address 3591 Black Sheep Way, Green Bay, Wisconsin 54311, and contains approximately 3,338 square feet including the garage and basement. Unit 2 has a post office address of 3593 Black Sheep Way, Green Bay, Wisconsin 54311, and contains approximately 3,337 square feet including the garage and basement.

The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries. 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. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

6. DESCRIPTION OF COMMON ELEMENTS. The common elements consist of the roof covering all Units; the exterior covering of the walls such as siding, brick or other decorations, any and all water pipes, mains and laterals servicing both Units. No major repair or replacement of the roof, walls, water pipes, mains, laterals or portions thereof shall be made without the agreement of both Unit Owners ("Unit Owner"); provided, however, that minor repairs not affecting the appearance of the roof or walls shall be made by the owner of the Unit adjacent to the area requiring such repair. The exterior of the buildings shall be maintained, decorated and repaired so as to retain a uniform appearance of both Units.

A. Common Wall. The common elements also consist of the wall between Unit 1 and 2, extending between the areas where the drywall of each respective Unit is fastened to the studs of said wall. 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. Limited Common Elements and Facilities. The driveways in front of the respective garages, covered porch and patios to the respective Units, the walkways and the respective yards determined by an imaginary extension of the common wall of the two Units extended to the property lines will designate limited common areas and are restricted to the use of the Unit to which they are adjacent. See Exhibit "A" attached.

7. 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 common elements shall be maintained at the expense of the Unit Owners consistent with the policy adopted by the Board of Directors. In the absence of any such written policy, each Unit Owner agrees to share equal responsibility for repair and replacement of the common elements. All maintenance shall be at the request of one or more Unit Owners and shall proceed if recommended by an independent contractor.

8. 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 in a building, then the damaged Unit shall be repaired by the owner of the damaged Unit.

9. RESIDENTIAL PURPOSES. The building and Units therein contained are intended for and restricted exclusively to residential use.

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

11. 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 mortgagees and their heirs, executors, administrators, successors and assigns. Acceptance of a deed by a Unit Owner shall constitute an acceptance of the provisions of this Declaration, Bylaws and other rules and regulations adopted pursuant thereto.

12. INSURANCE. The Unit Owners shall provide insurance coverage for loss by fire and extended coverage in an amount sufficient to protect their interest in the common elements and limited common elements, and their individual Unit. Such insurance shall be obtained in the name of the Unit Owner and their mortgagees as their interests may appear by the same insurance company, containing the same terms, conditions, and provisions for coverage. The coverages must be agreed to by both Unit Owners. Premiums for such insurance coverage shall be allocated to each Unit based on its insured value, as determined by the insurance carrier.

13. SERVICE OF PROCESS. Service of process is to be had upon each of the respective Unit Owners. Before said Units are sold to individual parties, service of process shall be upon John J. Bunker, trustee of the John J. Bunker Revocable Trust of 2007, dated April 3, 2007, 825 S. Huron Road, Ste G, Green Bay, Wisconsin 54311. 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.

14. 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. Each Unit Owner shall have one (1) vote and there shall be only one (1) class of voting membership. All decisions which affect both Units shall be made by consent of both Unit Owners. The Declaration may be amended by the affirmative vote of all Unit Owners and Bylaws and administrative rules, if any, shall be amended in the same manner. The Unit Owners by unanimous consent may terminate this condominium in accordance with Section 703.28 of the Wisconsin Statutes.

15. 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.

16. 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.

17. 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 provision or of any other provision hereof.

(Signature page follows)

IN WITNESS WHEREOF, John J. Bunker, trustee of the John J. Bunker Revocable Trust of 2007, dated April 3, 2007, has caused this Declaration to be executed this 18th day of March, 2025.

DECLARANT:

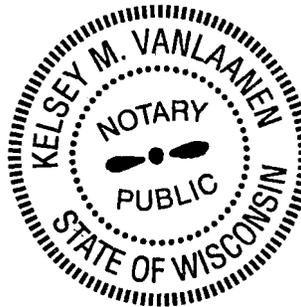
JOHN J. BUNKER REVOCABLE TRUST OF 2007,
DATED APRIL 3, 2007

By: *John J. Bunker*
John J. Bunker, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me on the 18th day of March, 2025, John J. Bunker, trustee of the John J. Bunker Revocable Trust of 2007, dated April 3, 2007 to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Kelsey M. VanLaanen
Kelsey M. VanLaanen
Notary Public, State of Wisconsin
My Commission expires on: *2/18/2028*

This instrument was drafted by:
Attorney Katrina E. Cox
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 200
Green Bay, WI 54301

EXHIBIT A
CONDOMINIUM PLAT

BYLAWS
OF
3591-3593 BLACK SHEEP WAY CONDOMINIUM

1. PURPOSE. Pursuant to the Wis. Stat. 703.365 relating to small condominiums and the condominium declaration for Condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin (hereinafter called the "Declaration"), by the John J. Bunker Revocable Trust of 2007, dated April 3, 2007 (together with its successors and assigns hereinafter called the "Declarant"), the following are adopted as the Bylaws of Condominium. These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

2. ADMINISTRATION. All aspects of the management, operation and duties of the unincorporated association of Condominium shall be delegated to the Board of Director(s).

3. BOARD OF DIRECTORS. The Board of Directors shall be composed of one representative from each unit ("Unit"), chosen by and from among the owners of that Unit ("Unit Owners"). The Board of Directors shall meet at least quarterly.

4. NOTICE. Notice of meetings of the association shall be given in a manner best calculated to assure that actual notice is received by the owners of the Units of Condominium. 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, shall be acceptable.

5. RULES AND REGULATIONS. The Units and the common areas and facilities and limited common areas shall be occupied and used in accordance with the Declaration, and the following rules and regulations established by the Bylaws:

(a) USE. No Unit Owner shall occupy or use his or her Unit 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 as a private residence.

(b) OBSTRUCTIONS. There shall be no obstruction of the limited common elements and facilities and nothing shall be stored therein without the prior consent of the other Unit Owner.

(c) SIGNS. No sign of any kind shall be displayed to the public view on or from any Unit, common area or limited common area without the prior written consent of the other Unit Owner except for a standard "for sale" or realtor's sign advertising a Unit for sale.

(d) UTILITY LINES. Each Unit Owner shall be responsible for any damage to their Units occurring as a result of leaks, damage or other occurrences to the sewer, water or gas lines which connect to their Unit. If damage to one Unit is caused by the sewer, water or gas line from the opposite Unit, the opposite Unit shall be responsible for said damage.

(e) PARKING OF VEHICLES. No junk cars, campers, trailers, recreational vehicles or other similar vehicles shall be parked in the yard or driveway of any Unit for more than one (1) week.

(f) GARBAGE CANS. All garbage cans shall be kept inside the garage or behind the Unit on the outside corner of each Unit Owner's backyard until the assigned pick-up date.

(g) SNOW REMOVAL. All snow shall be removed to the side of the driveways. All snow shall be shoveled and placed upon each Unit Owner's limited common element. This shall apply to sidewalks, driveways, aprons, decks and patios.

(h) EXTERIOR LANDSCAPING. Each Unit Owner shall be responsible for all expenses related to lawn care and landscaping on each Unit Owner's respective property, including, but not limited to, maintenance of the lawn, trees and bushes, which shall be maintained in a neat and professional appearance.

(i) MAINTENANCE. The Unit Owners shall be responsible for repair, maintenance or replacement of their individual Units. The exterior of the Units shall be maintained and repaired by the Unit Owner so as to keep a clean and neat appearance. Each 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. The Unit Owners agree to share equal responsibility for repair and replacement of the common elements. Further, in the event the roof or an exterior wall effecting both Units needs to be repaired or totally replaced, the Unit Owners agree to share responsibility for the repair or replacement proportionately, based upon their respective ownership of the roof or wall being replaced. All maintenance shall be at the request of one or more Unit Owners and shall proceed if recommended by an independent contractor.

6. AMENDMENTS. These Bylaws may be amended, repealed or added to and other action taken under said Bylaws must be by the unanimous vote of the Unit Owners.

7. ARBITRATION. In the event of a dispute or controversy arising out of these Bylaws or the Declaration, the parties hereto agree to submit the same to arbitration pursuant to the provisions of the Wisconsin Arbitration Act.

8. 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 in a building, then the damaged Unit shall be repaired by the owner of the damaged Unit.

10. RESIDENTIAL PURPOSES. The building and Units therein contained are intended for and restricted exclusively to residential use.

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

12. 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 mortgagees and their heirs, executors, administrators, successors and assigns. Acceptance of a deed by a Unit Owner shall constitute an acceptance of the provisions of this Declaration, Bylaws and other rules and regulations adopted pursuant thereto.

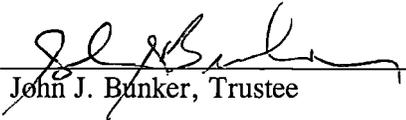
13. INSURANCE. The Unit Owners shall provide insurance coverage for loss by fire and extended coverage in an amount sufficient to protect their interest in the common elements and limited common elements, and their individual Unit. Such insurance shall be obtained in the name of the Unit Owner and their mortgagees as their interests may appear by the same insurance company, containing the same terms, conditions, and provisions for coverage. The coverages must be agreed to by both Unit Owners. Premiums for such insurance coverage shall be allocated to each Unit based on its insured value, as determined by the insurance carrier.

(Signature Page Follows)

These Bylaws of Condominium have been adopted this 18th day of March, 2025.

DECLARANT:

JOHN J. BUNKER REVOCABLE TRUST OF 2007,
DATED APRIL 3, 2007

By: 
John J. Bunker, Trustee