DOCUMENT NO.	CONDOMINIUM DECLARATION

CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS FOR

2516/7326 Fox Twin Condominium
(a non-expandable small residential condominium)
Manitowoc, WI 54220

RETURN TO:
Attorney Terence P. Fox
927 S 8th Street
Manitowoc, WI 54220

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CONDOMINIUM DECLARATION

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

2516/7326 Fox Twin 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 7th day of March 2019, by **Northland Associates, LLC,** a Wisconsin Limited Liability Company ("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 owners of the real property described in Section 2 of this Declaration together with all buildings and improvements thereon that 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 Residential Condominium" as that term is defined in the Act. This Condominium is not expandable.

2. LEGAL DESCRIPTION

The following described real estate is subjected to the provisions of this Declaration:
Lot 5, Block 3, Silveridge Subdivision, City of Manitowoc, Manitowoc County, Wisconsin, according to the recorded plat thereof.

Tax Parcel No. 052-692-003-050

3. NAME

The aforesaid real estate and the building and improvements thereon shall be known as **2516/7326 Fox Twin 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 one-story building in height and shall be constructed principally of wood and masonry components with roof covered with composition roofing shingles.

The building is to be located on the real estate as indicated in the survey marked Exhibit A attached hereto and made a part of this Declaration.

5. DESCRIPTION OF UNITS

Unit 2516 has a post office address of **2516 Fox Chase, Manitowoc, Wisconsin, 54220,** and interior living space contains approximately **One Thousand Four Hundred Sixty-two (1462) square feet** on the first floor, exclusive of the garage area. It is a one (1) story duplex. The unit contains Two (2) bedrooms, two (2) bathrooms, living room, kitchen and dining area, laundry room and basement; the 2-car garage is attached but not included in the square footage for living space. (See Exhibit "A")

Unit 7326 has a post office address of **7326 Twin Ponds Drive, Manitowoc, Wisconsin, 54220**, and the interior living space contains approximately **One Thousand Four Hundred Forty-one (1441) square feet** on the first floor exclusive of the garage area. It is a one (1) story duplex. The unit contains two (2) bedrooms, two (2) bathrooms, living room, kitchen, dining area, laundry room and basement; the 2-car garage is attached but not included in the square footage for living space. (See Exhibit "A")

The boundaries of the Units (exclusive of garage area) shall be the cubic area of the building determined as follows:

A. Upper Boundary. The upper boundary of any portion of the units shall be the plane of the lower face of the joists supporting the ceiling above the uppermost existing story of living area of such portion, extended to an intersection with the perimetrical boundaries.

B. Lower Boundary. The lower boundary of that portion of the unit located over the basement shall be the horizontal plane of the uncovered or unfinished upper surface of the concrete floor of the basement. The lower boundary of that portion of the unit that is not located over the basement shall be the horizontal plane of the uncovered or unfinished upper surface of the floor of such portion or of any stairway included in such portion, whichever is lower, extended to an intersection with the perimetrical boundaries.

C. Perimetrical Boundary. The perimetrical boundaries of the unit shall be the vertical planes, the elevations of which coincide with the inside face of the studs

supporting the drywall, extended to an intersection with the upper and lower boundaries, except that the entire area of the concrete patio shall be part of the unit.

6. DESCRIPTION OF COMMON ELEMENTS

The Common Elements include the common wall, roof covering both units, and the exterior covering of the walls, such as siding, stone, soffit, trim or other materials. All the aforementioned common elements must remain uniform at all times. No major repair or replacement of the roof or siding or trim or soffits or windows or exterior doors or a portion thereof shall be made without the agreement of both unit owners; provided, however, minor repairs and maintenance not affecting the appearance of the roof or siding or trim, or soffits or windows or exterior doors shall be made by the Association. The exterior of the building shall be maintained, decorated, and repaired so as to maintain at all times a uniform appearance of both units. **Unit 2516** shall be responsible to pay **Fifty Percent (50%)** of the Common Element expenses and **Unit 7326** shall be responsible to pay **Fifty Percent (50%)** of the Common Element expenses except as otherwise provided herein.

A. Common Wall. The Common Element consists of the wall between **Unit 2516** and **Unit 7326**. Said wall is to be used by the unit owners in common, each unit to bear equally with the other the 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 shall be a Limited Common Element. Each unit owner may maintain gardens and other landscaping as the unit owners agree in the Limited Common Elements 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 front porches, stoops and rear decks, parking area, and front sidewalks from the driveway to the unit are also Limited Common Elements and are restricted for the use of the unit to which they are attached and service. Also, the yard area marked L.C.E. on the Condominium Plat North of the dotted line is Limited Common Element of **Unit 2516**; the yard area marked L.C.E. on the Condominium Plat South of the dotted line is Limited Common Element of **Unit 7326**.

D. If the component of a unit is not a Common or Limited Common Element, it is part of the unit.

7. MAINTENANCE

A. 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 replaced by the owner of the unit benefiting from said Limited Common Element. All common elements shall be maintained at the expense of the Association consistent with the policy adopted by the Board of Directors. The Unit owners may agree to perform; allocate expenses and/or pay for the maintenance of the common elements individually but that will not change the allocation of and responsibility for those payments.

B. The Limited Common Elements consisting of the lawn, sidewalks, driveways shall be maintained and repaired by the Association. All snow removal and trash collection will be responsibility of the Association. Replacement of the Limited Common Elements shall be the responsibility of the owner of who's Unit is served by said Limited Common Element.

C. The Unit Owner shall be responsible to replace the roof, siding, trim, soffits, windows and exterior doors that are appurtenant to said Unit. Uniformity of the building and its appearance must be maintained at all times by both Unit Owners. As an example, one Unit may not install exterior shudders unless the other Unit does so simultaneously with matching shudders. The decisions to modify the appearances of the building needs to have unanimous consent of the Unit Owners.

D. The initial monthly Common Area Maintenance (CAM) fee shall be $150.00 per month payable or as the unit owners shall agree.

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, 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 unit owner occupied 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, their

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 should constitute an acceptance of the provision of this Declaration, Bylaws and other rules and regulations adopted pursuant thereto.

12. INSURANCE

A. The Association shall insure the 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 as described above, through the use of homeowner's insurance policies. Said insurance policies, including property, casualty and liability coverage for the entire condominium, shall be underwritten by the same insurance company, containing the same terms, conditions and provisions for coverage, and naming the other unit owners as a named insured. The coverages must 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, as required by the mortgage.

B. The unit owners shall maintain insurance coverage for liability and unit owner's personal property, and any additional coverage said Unit Owners deem necessary.

13. 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.

14. PERCENTAGE OF INTEREST AND VOTES

The percentage of interest in Common Areas, Limited Common Areas, and facilities shall be as follows: **Unit 2516** shall be fifty percent (50%); **Unit 7326** shall be fifty percent (50%). Each unit owner shall have one (1) vote and there shall be only one (1) class of voting membership. All decisions that affect both units shall be made by consent of both unit owners. The Declaration may be amended by unanimous consent of the owners of both units and Bylaws and administrative rules, if an, 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. PETS

Unit owners shall be able to have one (1) hypoallergenic dog not over 40 lbs. No other pets are allowed.

16. 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.

17. 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.

18. 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.

19. HOMESTEAD

This property is not the homestead of the Declarant.

[Signature Page to Follow]

IN WITNESS WHEREOF, the said **Northland Associates, LLC,** Declarant, has caused this Declaration to be executed this 7th day of March 2019.

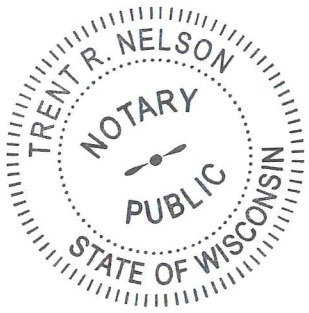
DECLARANT: **Northland Associates, LLC**

BY: _____
Terence P. Fox, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
MANITOWOC COUNTY)

Personally, came before me this 7th day of March 2019, the above-named **Terence P. Fox,** to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



_____
Trent R. Nelson, Member, State Bar of WI
My Commission is Permanent.

ASSOCIATION BYLAWS

OF

2516/7326 Fox Twin Condominium Association

1. Purpose. Pursuant to the Wisconsin Statutes relating to small residential condominiums and the condominium declaration for **2516/7326 Fox Twin Condominium** recorded in the Office of the Register of Deeds for Manitowoc County, Wisconsin (hereinafter called the "Declaration"), by **Northland Associates, LLC** (hereinafter called the "Declarant"), the following are adopted as the Bylaws of **2516/7326 Fox Twin** Condominium Association. 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 association of unit owners shall be delegated to the board of directors.

3. 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 quarterly. (The Board of Directors, for purposes of this document, are the "**2516/7326 Fox Twin Condominium Association**.")

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 **2516/7326 Fox Twin Condominiums**. 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 Elements and facilities and Limited Common Elements shall be occupied and used in accordance with the Declaration, and the following rules and regulations established by these Bylaws:

(a) Use. No unit owner shall occupy or use the 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 or Limited Common Element without the prior written consent of the other unit owner.

(d) Fence. The unit owners shall have the option of constructing a fence around their Limited Common Element. The unit owner or owners may also construct a fence just on the centerline separating the two Limited Common Elements (the imaginary extension of the common wall to the property line). If the fence is put on the centerline, it may be constructed on the centerline shown on the plat attached as Exhibit A to the Declaration.

(e) 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 that 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.

(f) Out Buildings. All dog coops, sheds or similar out buildings, if allowed by the Association, shall be placed on the back corner of the lot of the Limited Common Element. Said corner shall be the **Northwest** corner for **Unit 2516** and the **Northeast** corner for **Unit 7326**.

(g) Parking of Vehicles. No junk or disabled cars, unlicensed vehicles, campers, or other similar vehicles shall be parked in the yard or driveway of either unit any time.

(h) 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.

(i) Snow Removal. All snow shall be removed to the side of the driveways with no piling of snow in the middle of the driveway. All snow shall be shoveled and placed upon the Common Elements adjacent to where said snow is removed. This shall apply to sidewalks, if any, driveways and aprons.

(j) Lawn Care, Gardening and Landscaping. The Association shall maintain the Limited Common Element areas uniformly lawns as they agree. Each unit owner may landscape the areas within the area immediately adjacent to the boundaries of their unit, provided both owners agree on the landscaping. Also, within these areas, each owner may maintain gardens for their own use or pleasure. The areas of the Limited Common Elements suitable for landscaping and gardening may be used as such, provided the unit owners agree on said usage and maintain the same at their own expense. See Declaration Article 7.

(k) Smoking. This building and Unit are non-smoking Units. No owner or guest or invitee shall smoke on or about the limited common grounds or units.

6. Amendments. These Bylaws may be amended, repealed, or added to and other action taken under said Bylaws must be by unanimous consent of all 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.

The undersigned being the Owner and Declarant hereby adopts the foregoing Bylaws for **2516/7326 Fox Twin Condominium** this 7th day of March 2019.

Northland Associates, LLC

BY: _____

Terence P. Fox, Member

ADDRESS OF ASSOCIATION AND OWNER:
Northland Associates, LLC
100 Maritime Drive
Manitowoc, WI 54220

19154CO

2516/7326 FOX TWIN CONDOMINIUM

LOCATED IN THE SE 1/4 OF THE SW 1/4 of Section 33, T. 19 N., R. 23 E., CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN.

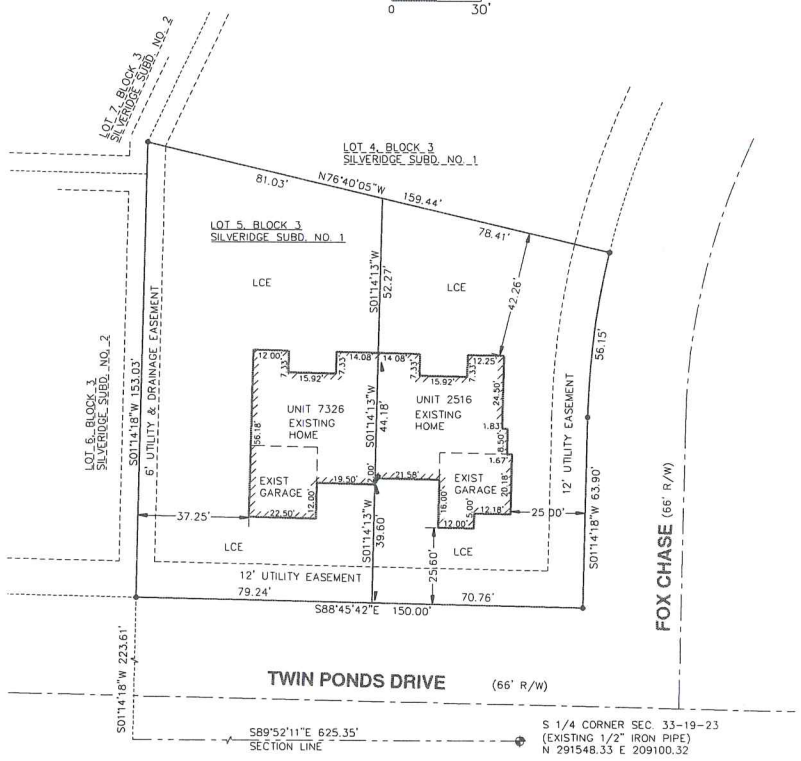
LEGEND
C.E. – COMMON ELEMENT
L.C.E. – LIMITED COMMON ELEMENT
● – EXISTING IRON ROD
○ – IRON PIPE SET WEIGHING 1.50 lbs./ft

ALL BEARINGS ARE RELATED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM

RECORDING DATA

N
W E

SCALE IN FEET
0 30'



SMI
CIVIL & STRUCTURAL ENGINEERS
102 REVERE DRIVE
MANITOWOC, WI. 54220-3147
PHONE 684-5585 FAX 684-5584

Boundary Description
A tract of land in the SE 1/4 of the SW 1/4 of Section 33, T. 19 N., R. 23 E., City of Manitowoc, Manitowoc County, Wisconsin, being described as follows:
Lot 5, Block 3 of Silveridge Subdivision No. 1.
Said tract contains 20,657 square feet (0.47 acres).

NOTE:
The 2516/7326 Fox Twin Condominium is a small residential condominium as described in Section 703.365 of the Wisconsin Statutes. The condominium plat is an as built survey of the property as described in the declaration. Floor plans need only show the location and designation of each unit in the building and the limited common elements appurtenant to each unit of the condominium [703.365(4)(A)(B)].

SURVEYOR'S CERTIFICATE
I, Paul M. Steinbrecher, Professional Land Surveyor with SMI, do hereby certify that we have surveyed the condominium described on Sheet 1 of 1 and that the map shown on Sheet 1 of 1 is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures, and dimensions of all principal buildings thereon, boundary fences, apparent easements, roadways, and visible encroachments if any.
I further certify that I am a licensed surveyor authorized to practice that profession in this state and that the condominium plat to which this certificate is affixed is a correct representation of the condominium described and that the identification and location of each unit of the condominium and common elements thereof can be determined from the plat.
Also that I have fully complied with the requirements of Chapter 703.11 of the Wisconsin Statutes and Chapter 21 of the Municipal Code of the City of Manitowoc.
This survey is made for the use of the present owners of the property and those who purchase, mortgage, or guarantee title thereto.

Dated _____

_____
Paul M. Steinbrecher, Professional Land Surveyor – 1608

	GARAGE SQ. FT.	HOME SQ. FT.	TOTAL SQ. FT.
UNIT 2516	548	1491	2039
UNIT 7326	540	1468	2008