VOL 3084 PG 296

| DOCUMENT NO. | CONDOMINIUM DECLARATION |
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| DOC # 1181873 | |

# CONDOMINIUM DECLARATION
# OF
# CONDITIONS, COVENANTS, RESTRICTIONS
# AND EASEMENTS FOR

## 4301/4303 Menasha Avenue Condominium
## (a non-expandable small residential condominium)
## Manitowoc, WI 54220

STATE OF WI - MTWC CO
KRISTI TUESBURG REG/DEEDS
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RETURN TO:
Attorney Terence P. Fox
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# CONDOMINIUM DECLARATION

# OF

# CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

# FOR

# 4301/4303 MENASHA AVENUE 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 31ST day of May 2017, by **KOSS REALTY, L.L.C.** ("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 sole owner 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.

2. LEGAL DESCRIPTION

The following described real estate is subjected to the provisions of this Declaration:

See Exhibit A attached.

Tax Parcel No. 052-814-101-131.00

3. NAME

The aforesaid real estate and the building and improvements thereon shall be known as **4301/4303 Menasha Avenue 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 B attached hereto and made a part of this Declaration.

5. DESCRIPTION OF UNITS

Unit 4301 has a post office address of **4301 Menasha Avenue, Manitowoc, Wisconsin, 54220,** and contains approximately one thousand six hundred eighty (1,680) square feet, exclusive of the garage area. It is a one (1) story duplex. The unit contains three (3) bedrooms, two (2) bathrooms, living room, kitchen and dining area, basement, garage, and is approximately 40 feet by 67 feet in dimension. (See Exhibit "A")

Unit 4303 has a post office address of **4303 Menasha Avenue, Manitowoc, Wisconsin, 54220**, and contains approximately one thousand four hundred fifty-seven (1,457) square feet, inclusive 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, basement, garage, and is approximately 40 feet by 56 feet in dimension. (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, or other materials. All of the aforementioned common elements must remain uniform. No major repair or replacement of the roof or siding or windows or a portion thereof shall be made without the agreement of both unit owners; provided, however, that 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 building shall be maintained, decorated, and repaired so as to maintain at all times a uniform appearance of both units. Unit 4301 shall be responsible to pay Fifty-Four Percent (54%) of the Common Element expenses and Unit 4303 shall be responsible to pay Forty-Six Percent (46%) of the Common Element expenses.

A. Common Wall. The common element consists of the wall between Unit 4301 and Unit 4303. 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 patios, 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 east of the dotted line is limited common element of Unit 4301; the yard area marked L.C.E. on the Condominium Plat west of the dotted line is limited common element of Unit 4303.

D. If the component of a unit is not a common or limited common element, it is part of the unit.

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 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.

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

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 as described above, through the use of homeowner's insurance policies. Said homeowner's insurance policies 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.

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 4301 shall be fifty percent (50%); Unit 4303 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 determine the type and kind of pets 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 is not homestead property of the Declarant.

[Signature Page to Follow]

IN WITNESS WHEREOF, the said **Koss Realty, L.L.C.**, Declarant, has caused this Declaration to be executed this 31st day of May 2017.

DECLARANT:
**KOSS REALTY, L.L.C.**

BY: _____
**John G. Koss**, Member

BY: _____
**Nancy E. Koss**, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN )
)SS
MANITOWOC COUNTY )

Personally came before me this 31st day of May 2017, the above-named **John G. Koss and Nancy E. Koss**, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC TERENCE P. FOX STATE OF WISCONSIN

_____
Terence P. Fox, Member, State Bar of WI
My Commission is Permanent.

DRAFTED BY:
Attorney Terence P. Fox
State Bar Member No. 1019209
KUMMER, LAMBERT, FOX & GLANDT, LLP
927-A South 8th Street, Suite 304
P.O. Box 1180
Manitowoc, WI 54221-1180
(920) 683-5499

# BYLAWS

# OF

# 4301/4303 MENASHA AVENUE CONDOMINIUM

1. Purpose. Pursuant to the Wisconsin Statutes relating to small residential condominiums and the condominium declaration for **4301/4303 Menasha Avenue Condominium** recorded in the Office of the Register of Deeds for Manitowoc County, Wisconsin (hereinafter called the "Declaration"), by **Koss Realty, L.L.C.** (hereinafter called the "Declarant"), the following are adopted as the Bylaws of 4301/4303 Menasha Avenue 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 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 "4301/4303 Menasha Avenue 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 4301/4303 Menasha Avenue 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 B 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. Said corner shall be the southeast corner for Unit 4301 and the southwest corner for Unit 4303.

(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 for more than one week.

(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 unit owners 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.

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 **4301/4303 Menasha Avenue Condominium** this 31st day of May 2017.

**KOSS REALTY, L.L.C.**

BY: John G. Koss
**John G. Koss**, Member

BY: Nancy E. Koss
**Nancy E. Koss**, Member

ADDRESS OF ASSOCIATION AND OWNER:
4558 Broadway Street
Manitowoc, WI 54220

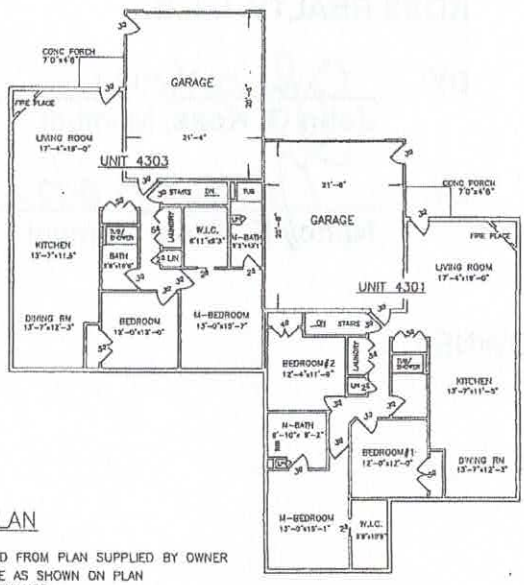
Exhibit A

R3384 307 12

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# 4301 AND 4303 MENASHA AVENUE CONDOMINIUM

(A NONEXPANDABLE SMALL RESIDENTIAL CONDOMINIUM)
BEING TRACT 6 OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 23, PAGE 227
LOCATED IN
THE NE¼ OF THE NE¼ OF SECTION 14, T.19 N., R.23 E.
CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN

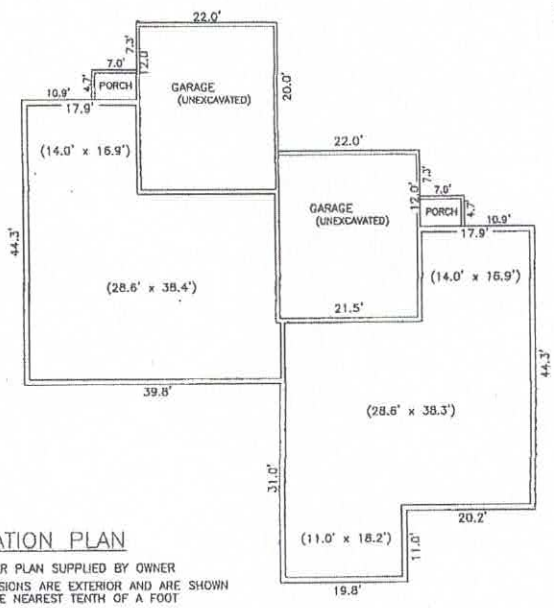



## FLOOR PLAN

DRAWING SCALED FROM PLAN SUPPLIED BY OWNER
DIMENSIONS ARE AS SHOWN ON PLAN
AND ARE APPROXIMATE

SCALE IN FEET
0 5 10 15




## FOUNDATION PLAN

AS PER PLAN SUPPLIED BY OWNER
DIMENSIONS ARE EXTERIOR AND ARE SHOWN TO THE NEAREST TENTH OF A FOOT

( ) DIMENSIONS ARE AS CALCULATED FROM DRAWING AND ARE APPROXIMATE SHOWN TO THE NEAREST TENTH OF A FOOT

SCALE IN FEET
0 5 10 15

2017-7
[KOSS-MEN AVE.]-[CONDO PLAT]