



DECLARATION OF CONDOMINIUM

Document Number

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TAMARA ALTEN
REGISTER OF DEEDS
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KNOW ALL MEN BY THESE PRESENTS, that, Jerry A. Bramstedt and Julie A. Bramstedt, hereinafter called Declarants, do hereby submit the following described property and the improvements thereon to the provisions of the Condominium Ownership Act as set forth in Chapter 703 of the Wisconsin Statutes, and do hereby establish a condominium to be known as **Mason Street Lot 4 Condominiums**, with addresses being 1505 and 1507 Mason Street, city of New Holstein, Calumet County, Wisconsin, and adopt the abbreviated disclosure requirements described in Section 703.365(8) Wisconsin Statutes to this condominium project.

I. DESCRIPTION OF LAND. The land which the Declarants do hereby submit to the condominium form of ownership is described as follows: Being all of Lot 4 of Certified Survey Map No. 2675 recorded in Volume 21 of Certified Survey Maps, on Page 256, as Document No. 376095, located in the Northeast Quarter of the Southeast Quarter of Section 15, T. 17 N., R. 20 E., City of New Holstein, Calumet County, Wisconsin. Survey of the real estate subject to this Declaration locating the building thereon is attached hereto as Exhibit "A".

II. DESCRIPTION OF BUILDING AND FACILITIES.

A. Principal Building. The principal building is a two-story townhouse style duplex, with basement and attached garage for each unit as depicted on Exhibit "A". Said building is constructed principally of wood, masonry and glass and contains two units.

B. Facilities. No facilities are anticipated, except for the driveways, porches and patios identified on Exhibit "A".

III. DESCRIPTION OF INDIVIDUAL UNITS AND IDENTIFICATION.

A. Description of Units. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air having outer perimeters formed by the interior surfaces of the perimeter walls, floors, and ceilings and the exterior surfaces of the windows, window frames, doors and door frames of the building, as such boundaries are shown on Exhibit "A", together with all fixtures and improvements therein contained.

B. Identification of Units. The two units are identified as Unit 1 and Unit 2. Each of these units contains approximately 1327 square feet, including garage and front porch with interior space on first and second floor of approximately 1475 square feet, which is divided into a kitchen, living room, dinette, utility room, three bedrooms, two and one-half bathrooms, separate basement under each unit, and a garage. Each unit is metered individually for water, gas and electricity, and the cost of

these utilities and the maintenance of the equipment providing these utilities shall be borne by the individual unit owner in the unit which they are located and shall not be considered a common expense. The address for each unit are as follows:

- Unit 1 1505 Mason Street, New Holstein, Wisconsin
- Unit 2 1507 Mason Street, New Holstein, Wisconsin

Each unit owner is entitled to the exclusive ownership and possession of his or her unit exclusively for residential purposes.

IV. DESCRIPTION AND USE OF COMMON ELEMENTS. The common elements shall consist of all of the improvements and appurtenances to this condominium (except the individual condominium units as defined herein), including without limitation, the land on which the building sits, bearing walls, floor and ceilings (except the exterior surfaces thereof which form the outer boundaries of a unit), roofs, foundations, pipes, ducts, electrical wiring and conduits, centralized utility services, drain tile, public utility lines, water and sewer laterals, outside walls, girders, beams and supports, and the structural parts of the building. Each unit owner is entitled to the use, enjoyment and occupancy of the Common Elements. The Common Elements shall not be subject to judicial partition. The cost of operation and maintenance of the common area shall be charged to the owners of the units as common expenses in the manner provided herein and in the Operating Agreement.

V. LIMITED COMMON ELEMENTS. A portion of the common elements are designated as "limited common elements." Such limited common elements consist of the driveways and the stoops, porches, patios, walkways and land appurtenant to each unit. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant as shown on Exhibit "A".

VI. PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS. The percentage of interest of ownership in the common elements, the liability for common expenses and the right to common surpluses, appurtenant to each unit is as follows:

<u>Unit</u>	<u>Percentage of Ownership</u>
Unit 1	50%
Unit 2	50%

VII. VOTING. The owners of each of the units shall have one representative per unit owned appointed to the Board of Directors of the unincorporated association and each director is entitled to one (1) vote.

VIII. USE OF UNITS. The units are intended and restricted exclusively to residential use.

IX. EASEMENTS. Easements are hereby declared and granted for utility purposes as they may appear of record and as they appear on Exhibit "A".

X. SERVICE OF PROCESS. Service of process shall be made upon Jerry Bramstedt, 13327 Steintal Road, Klei, Wisconsin who is designated as agent pursuant to section 703.23 Wisconsin Statutes. A change in the name or address of the agent shall be pursuant to section 703.23 Wisconsin Statutes.

XI. DAMAGE OR DESTRUCTION. In the event of the total destruction of the building, it shall be determined by agreement of all unit owners whether to rebuild, repair, restore or sell the property. If damage is only to one unit and such damage does not affect the other unit, the damaged unit shall be

repaired by the owner of the damaged unit and such unit owner shall be entitled to any insurance funds available as the result of damage.


XII. **AMENDMENT TO DECLARATION.** This Declaration may not be amended unless all of the unit owners agree to such amendment by an instrument in writing duly recorded.

XIII. **PERSONAL APPLICATION.** The acceptance of a deed of conveyance or entering into occupancy of any unit shall constitute an acceptance of the provisions of this Declaration and the rules and regulations adopted pursuant thereto. The provisions contained in such instruments shall be covenants running with the land, and shall bind any person having an interest of estate in such unit, as though such provisions were recited in full in each deed. The enforcement thereof may be such judicial proceedings as the Board of Directors may deem appropriate as well as the provisions of the Wisconsin Condominium Ownership Act.

XIV. **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 any other provision hereof.

IN WITNESS WHEREOF, the said Declarants, owners of the property described, have caused this Declaration to be executed this 22 day of April 2016.

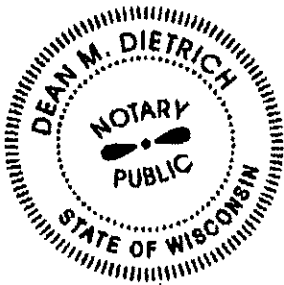

Jerry A. Bramstedt, Declarant

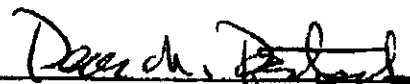

Julie A. Bramstedt, Declarant

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) §
COUNTY OF MANITOWOC)

Personally came before me this 22nd day of April 2016, the above-named, Jerry A. Bramstedt and Julie A. Bramstedt, Declarants, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



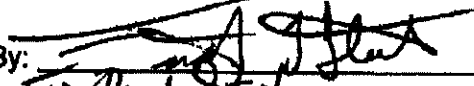

Dean M. Dietrich, Notary Public, State of Wisconsin
My Commission is permanent.

CONSENT OF FIRST MORTGAGEE

National Exchange Bank and Trust, holder of a first mortgage on the above described real estate hereby consents to the Condominium Declaration, pursuant to Section 703.09(1c) of Wisconsin Statutes.

Dated: April 28, 2016.

National Exchange Bank and Trust

By: 
Timothy L. Stielow, as Assistant Vice President


ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF FOND DU LAC
OF SHEBOYGAN

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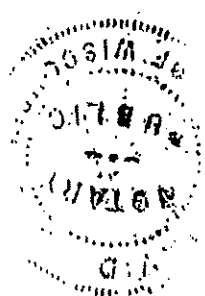
Personally came before me this 28th day of April, 2016, the above-named, Timothy L. Stielow, Assistant Vice President of National Exchange Bank and Trust, to me known to be the person who executed the foregoing instrument and acknowledge the same.


Notary Public, SHEBOYGAN County, WI
My Commission Expires 3-4-18

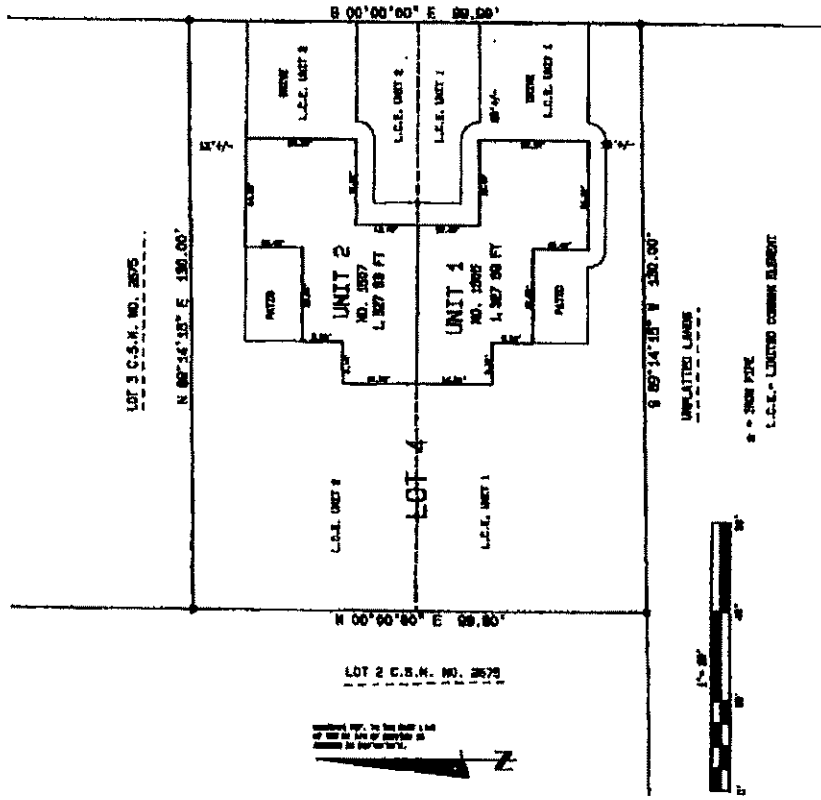
THIS INSTRUMENT WAS DRAFTED BY:
Attorney Dean M. Dietrich, #1005314

Return to:

Darrow & Dietrich, S.C.
P.O. Box 1001
Sheboygan, WI 53082-1001



MASON STREET LOT 4 CONDOMINIUMS



BEING ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2078
 RECORDED IN VOLUME 24 OF CERTIFIED SURVEY MAPS, ON PAGE
 208, AS DOCUMENT NO. 20808, LOCATED IN THE NORTHEAST
 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, T. 37
 N., R. 20 E., CITY OF NEW MILWAUKEE, CALUMET COUNTY,
 WISCONSIN.

EXAMINER'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE
 CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH
 UNIT AND COMMON ELEMENTS CAN BE REPRODUCED FROM THIS PLAN.

[Signature]
 JAMES J. VAN BUREN, L.L.C. 5-2008
 DATED THIS 15th DAY OF JULY 2015



ACT/CALUMET/MADISON/AMERICAN MAP 0-200

EXHIBIT "A"

OPERATING AGREEMENT OF MASON STREET LOT 4 CONDOMINIUMS

Jerry A. Bramstedt and Julie A. Bramstedt, the Declarants, do hereby enter into the following Operating Agreement for Mason Street Lot 4 Condominiums:

I. **ADMINISTRATION.** The affairs of the condominium shall be administered by an unincorporated association governed by a Board of Directors consisting of one representative from each unit and with each such representative having one vote. All actions taken by the Association must be approved by an affirmative vote or written consent of at least 75% of the Board or Directors. The name of the condominium shall be the name of the association.

II. **ADDRESS.** The initial mailing address of the association shall be 13327 Steinthal Road, Kiel, Wisconsin 53042.

III. **MEETINGS.** Notice of meetings shall be given in a way that best assures the Board members receive the same.

IV. **OFFICERS.** There will be no formal officers.

V. **RULES AND REGULATIONS.** The association may adopt rules and regulations governing the operations, maintenance and use of the units, the common areas and facilities and the limited common areas and facilities. Any such rules and regulations shall be provided in writing to the unit owners.

VI. **OBLIGATIONS OF THE UNIT OWNERS.** The two unit owners are equally obligated to pay the assessments imposed by the association to meet the common expenses and including property and public liability insurance premiums. Each unit owner shall bear equally the expenses of maintaining the common areas. Maintenance of the unit shall be the sole responsibility of the unit owner. Each unit owner must properly maintain his or her own unit. The unit owner shall be responsible for the repairs and maintenance of internal installations such as water, light, gas, power, sewage, telephone, air conditioner, sanitary installation, doors, windows, lamps and other accessories and appurtenances belonging to the unit. A unit owner shall be reimbursed from the association for expenditures incurred by that unit owner in repairing or replacing the common areas and facilities unless the damage is caused by the unit owner's own fault in which event the unit owner shall be responsible for said repair or replacement and shall reimburse the association for such expenditures if paid by the association. No unit owner shall occupy or use his or her unit or the common areas and facilities and permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the unit owner, his or her family, or his or her tenants and invitees. The unit owner shall not place in the common areas and facilities furniture, packages or objects of any kind, including the keeping of trash cans or other storage facilities for garbage or trash in or on the common areas and facilities with the exception of fencing for pets which fencing shall comply with all municipal rules and regulations. The association shall have the right of access and entry into a unit in the event of emergency originating in or threatening the units whether the unit owner is present at the time or not. A unit owner shall not post any advertisement or posters of any kind in or on the building except as authorized by the association. The unit owner and the unit owner's residents shall exercise care in making noise and using musical instruments, radios, televisions and amplifiers that may disturb residents in the other unit. The keeping of animals for pets, domestic or otherwise, is hereby expressly prohibited, except for house pets (e.g. cat, bird or dog) that remain inside a majority of the time and except for those house pets consented to in writing by the other unit owner. No unit owner or occupant shall install wiring for electrical telephone installation, television antennae, machines, air conditioning units or the like on the exterior of the building or that protrude through the walls or the roof of the building except as authorized by the Association. No obnoxious or offensive activities shall be carried on in either of the units or in the

common areas and facilities or do anything that might be construed as an annoyance or nuisance. Each unit owner shall be responsible for maintaining the limited common areas and facilities appurtenant to his or her unit in a clean and proper condition.

VII. TAXES AND UTILITIES. It is intended and understood that the following shall be the individual and sole responsibility of each unit owner: real estate taxes assessed on the unit; telephone, electricity and other utilities, or any other municipal charges assessed on the unit.

VIII. INSURANCE. The association shall obtain and continue in effect property insurance and public liability insurance insuring the full insurable value (replacement value) of all of the Common Elements, all of the Limited Common Elements, and all of the fixtures, equipment and replacement of improvements and betterments that have been made inside the Individual Units. Insurance premiums for the property and public liability insurance coverage shall be a common expense to be paid by periodic assessments levied by the association. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against the unit owners, the association and their respective servants, agents and guests. The amount of protection and the types of hazards to be covered shall be reviewed by the association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the association to conform to the requirement of full insurable value. In the event of partial or total destruction of the building and the other property insured by the association, and it is determined to repair or reconstruct such building and property in accordance with the provisions of this Declaration, proceeds of such insurance shall be paid to the association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear in the manner provided by Chapter 703, Wis. Stats. It shall be the unit owner's responsibility to procure property and liability insurance for his or her respective unit and the personal property contained in his or her respective unit and any other contents contained therein, as well as any other personal liability insurance. Nothing contained herein shall be deemed to prohibit any unit owner, at his or her own expense, to provide any additional insurance coverage on his or her improvements which will not duplicate any insurance provided by the association.

IX. LIEN FOR ASSESSMENT.

All sums assessed to any UNIT pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such UNIT in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such UNIT, except for:

(a) Liens of general and special taxes, and

(b) A lien for all sums unpaid on a first Mortgage or on any Mortgage, duly recorded in the Office of the Register of Deeds for Calumet County, Wisconsin, prior to the making of such assessment, including all unpaid obligatory advances to be pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument.

All other lienor acquiring liens on any UNIT after the condominium declaration been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the OWNER of the UNIT, and a description of the UNIT. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of Circuit Court or Register of

Deeds of Calumet County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which Mortgages on real estate may be foreclosed in Wisconsin. In any such foreclosures, the OWNER shall be required to pay the costs and expenses of filing the Notice of Lien, of all proceedings and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The OWNER shall also be required to pay the Association any assessments against the UNIT which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the UNIT as the OWNER thereof.

A Release of Notice of Lien shall be executed by the Association in such form as to be recordable in the Calumet County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded Notice of Lien.

Any encumbrancer holding a lien on a UNIT may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a UNIT any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual UNIT OWNER of any obligation under the Condominium documents, Declaration and Operating Agreement, which is not cured within sixty (60) days, provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

X. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.

Any assessment not paid within the (10) days after the due date shall bear interest at the option of the Association, from the due date at the highest interest rate allowed by law. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that each assessment is not paid.) All payments on account shall be first applied to the interest, if any, and then to the assessment payment first due. The Association may bring any action at law against the OWNER personally obligated to pay the same, or foreclose the Lien against the property. No OWNER may waive or otherwise escape liability for the Assessments provided for herein by non-use of the COMMON AREAS or abandonment of his UNIT. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable, without foreclosing or waiving the lien securing the same. The UNIT OWNER shall have no right to vote at any meeting of the Association during all of the time that an assessment against a UNIT OWNER's UNIT has been levied and remains unpaid for more than ten (10) days from the due date, or a recorded Statement of Condominium Lien on a UNIT remains unsatisfied.

XI. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the Assessments provided for herein, shall be subordinate to the liens described above. Sale or transfer of any UNIT shall not affect the assessment lien. The sale or transfer of any UNIT pursuant to such Mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the OWNERS excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such UNIT from liability for any assessments thereafter becoming due or from the lien thereof. A mortgage lender shall not be responsible for more than six (6) months of unpaid assessments that become due prior to taking possession of the UNIT.

XII. **AMENDMENT.** This Operating Agreement may be amended only by the written agreement of both of the unit owners.

XIII. **SUBORDINATION.** This Operating Agreement is subordinate to and subject to the provisions of Chapter 703 of the Wisconsin Statutes and the Condominium Declaration.

XIV. **TITLE.** Title to the unit is not rendered unmarketable or otherwise affected by any provision of this Operating Agreement or by reason of any failure of this Operating Agreement to comply with the provisions of Chapter 703 of the Wisconsin Statutes.

XV. **ARBITRATION.** Since the Board of Directors has a total membership of two, in the event the Board of Directors cannot resolve a dispute or are deadlocked, then the dispute shall be resolved by arbitration as follows: Each Director shall select an arbitrator; those two arbitrators shall select a third arbitrator. The decision of a majority of the three arbitrators shall determine the dispute which determination shall be binding upon the board of Directors.

Executed and adopted this 22 day of April 2016.

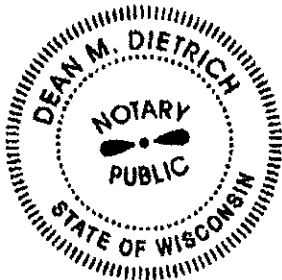
Jerry A. Bramstedt
Jerry A. Bramstedt, Declarant

Julie A. Bramstedt
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ACKNOWLEDGMENT

STATE OF WISCONSIN)
)§
COUNTY OF MANITOWOC)

Personally came before me this 22nd day of April 2016, the above-named, Jerry A. Bramstedt and Julie A. Bramstedt, Declarants, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Dean M. Dietrich
Dean M. Dietrich, Notary Public, State of Wisconsin
My Commission is permanent.

**ANNUAL OPERATING BUDGET
MASON STREET LOT 4 CONDOMINIUMS**

<u>ITEM</u>	<u>AMOUNT</u>
Property and liability insurance	\$ _____
TOTAL	\$ _____

The annual operating budget results in a per unit assessment of \$ _____