


From:OUTAGAMIE COUNTY REG OF DEEDS 920 832 2177

02/27/2006 14:59 #388 P.002/003

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<b>Recorded</b>	
<b>FEB. 27, 2006 AT 02:59PM</b>	
<b>OUTAGAMIE COUNTY</b>	
<b>JANICE FLEWZ</b>	
<b>REGISTER OF DEEDS</b>	
<b>Fee Amount: \$23.00</b>	
	
<b>Record this document with the Register of Deeds</b>	
<b>Name and Return Address:</b>	
<b>Atty. Steven J. Frassetto</b>	
<b>PO Box 785</b>	
<b>Appleton WI 54912-0785</b>	
<b>2300</b> <b>(1)</b>	

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**CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
2040-2042 AUTUMN LANE CONDOMINIUM**

This Declaration is 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 20<sup>th</sup> day of February, 2006, by Grant Thompson (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 he is the sole owner of the real property described in this Declaration together with all buildings and improvements, herein which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration. The property, building, and improvements shall be: "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:

Lot Six (6), in Block One (1), in REPLAT OF MEADOWVIEW  
SUBDIVISION, City of Kaukauna, Outagamie County, Wisconsin.

3. NAME

The aforesaid real estate and the building and improvements thereon shall be known as:  
2040-2042 AUTUMN LANE 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 two (2) story in height and shall be constructed principally of wood and masonry materials with a roof covered with asphalt 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 2040 has a post office address of 2040 Autumn Lane, Kaukauna, WI 54130, and contains 1400 square feet, exclusive of the garage and basement area. It is approximately one-half (½) of a two (2) story duplex containing three (3) bedrooms, one and one-half (1 ½) bathrooms, a living room, kitchen and dining area, unfinished basement, two (2) car garage and is approximately 32 feet by 44 feet in dimension.

Unit 2042 has a post office address of 2042 Autumn Lane, Kaukauna, WI 54130, and contains 1400 square feet, exclusive of the garage and basement area. It is approximately one-half (½) of a two (2) story duplex containing three (3) bedrooms, one and one-half (1 ½) bathrooms, a living room, kitchen and dining area, unfinished basement, two (2) car garage and is approximately 32 feet by 44 feet in dimension.

6. DESCRIPTION OF COMMON ELEMENTS

The common elements consist of the roofs covering all units; and the exterior covering of the walls such as siding, brick or other decorations. No major repair or replacement of the roof, walls or portions thereof shall be made without the agreement of both unit owners; provided, however, that minor repairs not affecting the appearance of the roof or walls shall be made by the owner of the unit beneath 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 2040 and 2042. 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, the patios, if any, and the respective yards determined by the 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.

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, By-Laws and other rules and regulations adopted pursuant thereto.

12. INSURANCE

The unit owners, through the Association, 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. 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 Grant Thompson, 2631 Penbrook Drive, Racine, Wisconsin 53406. 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 2040 shall be Fifty (50%) percent; Unit 2042 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 By-laws 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 701.28 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.

18. HOMESTEAD

This is not homestead property.

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IN WITNESS WHEREOF, the said Grant Thompson, Declarant, has caused this Declaration to be executed this 20 day of February, 2006.

Grant Thompson  
Grant Thompson

**AUTHENTICATION**

Signature of Grant Thompson authenticated this 20<sup>th</sup> day of February, 2006.

Steven J. Frassetto  
Print Name Steven J. Frassetto  
MEMBER: State Bar of Wisconsin

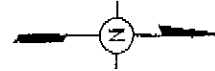
This instrument was drafted by  
Attorney Steven J. Frassetto  
Menn Law Firm, Ltd.  
222 North Florida Street  
P.O. Box 785  
Appleton, WI 54912-0785  
(920) 731-6631

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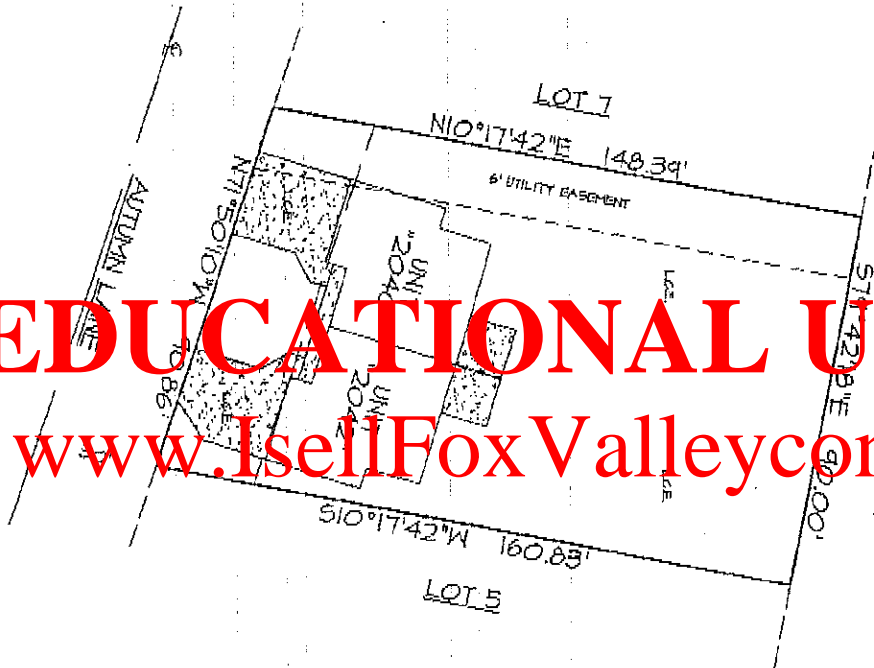
**NOTE:**  
For Ownership of each unit, the square footage is computed to the exterior surfaces of the walls, floor and beams which support the roof, and the exterior surfaces of any windows, window frames, doors and door frames of the unit.  
Refer to the Condominium Declaration for further clarification.

Bearings are referenced to the recorded plat of the Republic of Meadowview Subdivision.

SCALE 1" = 30'

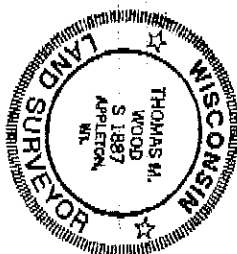


2040-2042 AUTUMN LANE CONDOMINIUM  
BEING ALL OF LOT 6, BLOCK 1, REPLIT OF MEADOWVIEW SUBDIVISION,  
CITY OF KAUKAUNA, WISCONSIN



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- LEGEND**
- = 3/4" REBAR, SET
  - = 3/4" REBAR FOUND
  - X = CUT CROSS, SET
  - LCE = LIMITED COMMON ELEMENT



**SURVEYOR'S CERTIFICATE**

I hereby certify that this Plat is a correct representation of the Condominium described in the declaration for 2040-2042 AUTUMN LANE CONDOMINIUM.

*Thomas M. Wood* 9-2-05  
Thomas M. Wood RLS 1887 Date

**HARRIS & ASSOCIATES, INC.**  
CONSULTING ENGINEERS  
AND LAND SURVEYORS  
2718 NORTH MEADE ST.  
APPLETON, WI 54911  
TEL: (920) 733-8377  
FAX: (920) 733-4731  
www.harrisinc.net

CS-047b



**BY LAWS  
OF  
2040-2042 AUTUMN LANE CONDOMINIUM**

1. Purpose. Pursuant to the Wisconsin Statutes relating to small residential condominiums and the condominium declaration for 2040-2042 Autumn Lane Condominium recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin (hereinafter called the "Declaration"), by Grant Thompson (together with his successors and assigns hereinafter called the "Declarant"), the following are adopted as the By-laws of 2040-2042 Autumn Lane 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 the 2040-2042 Autumn Lane 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, chosen by and from among the owners of the unit. 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 2040-2042 Autumn Lane 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 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.

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(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) Out Buildings/Structures. No dog coops, sheds or similar out buildings shall be placed on the common areas or limited common areas. Structures such as sand boxes, swing sets, or jungle gyms may be placed on the common areas or limited common areas with the written consent of the other unit owner.

(f) 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 week.

(g) Garbage Cans. All garbage cans shall be kept inside the garage or behind the unit on the outside corner of each unit owners backyard until the assigned pick-up date.

(h) 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 each unit owner's limited common element. This shall apply to sidewalks, driveways and aprons.

Amendments. These By-laws may be amended, repealed or added to and other action taken under said By-laws must be by the unanimous vote of the unit owners.

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

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