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Fenwick Condominium Association Inc.

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**FIRST AMENDED
DECLARATION OF CONDOMINIUM**

DOC.# 09374969

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 01/24/2007 02:40PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 23.00

DOCUMENT NUMBER:

RETURN ADDRESS:

Michael J. Bennett
Lichtsinn & Haensel, s.c.
111 East Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202

PARCEL IDENTIFICATION NUMBERS:

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FOR
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TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. GENERAL STATEMENT OF FIRST AMENDED DECLARATION	
2. SPECIFIC AMENDMENT TO DECLARATION OF CONDOMINIUM	
3. RELATIONSHIP TO DECLARATION OF CONDOMINIUM	
4. AUTHORITY	
5. AMENDMENT	

**FIRST AMENDED
DECLARATION OF CONDOMINIUM
FOR
FENWICK CONDOMINIUM**

This First Amended Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes (hereinafter the "Act") as of this 19th day of October, 2006.

WHEREAS, the Declaration of Condominium for FENWICK CONDOMINIUM was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on February 18, 1981, in Reel 1357, Images 1399 through 1435, inclusive, as Document No. 5458507, (hereinafter referred to as the "Fenwick Condominium Declaration"); and

WHEREAS, Susan W. Thornton is the owner of the Unit No. 703 and Unit No. 705 and she desires to combine these units pursuant to Article X of the Fenwick Condominium Declaration;

NOW, THEREFORE, Susan W. Thornton, the owner of Unit 703 and Unit 705, James Lobacz, the owner of Unit 701, which adjoins Unit 703 and Unit 705, and the Fenwick Condominium Association hereby adopt this Amendment to the Declaration of Condominium for FENWICK CONDOMINIUM.

1. GENERAL STATEMENT OF FIRST AMENDED DECLARATION OF CONDOMINIUM.

The purpose of this First Amended Declaration of Condominium is to document the combination of Unit 703 and Unit 705, pursuant to Article X, Section 1 of the Fenwick Condominium Declaration.

2. SPECIFIC AMENDMENT TO FENWICK CONDOMINIUM DECLARATION.

Section 3(A)(7) is added to Article II and states:

(7) Combined Units

Unit 703 and Unit 705 have been combined into one unit effective October 19, 2006 and numbered 703-705 ("Combined Unit 703-705"). Combined Unit 703-705 shall be allocated the undivided interests of Units

Order: MSGDBFKP5

Address: 1409 N Prospect Ave Unit 504

Order Date: 08-31-2026

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703 and 705 in the Common Elements and Limited Common Elements. The Owner of Combined Unit 703-705 has the undivided right to use the Limited Common Elements and to vote on all Association matters in accordance with the Association Bylaws. The owner of Combined Unit 703-705 has the undivided liability for the common expenses and the undivided right to the common surplus.

The floor plan of Units 703 and 705 has been revised to reflect the combination and is described on Exhibit A..

3. RELATIONSHIP TO DECLARATION OF CONDOMINIUM.

All of the terms, conditions and exhibits, including, but not limited to, the Definitions as stated in the Fenwick Condominium Declaration, that are not inconsistent with the terms, conditions, and exhibits of this First Amended Declaration of Condominium remain in full force and effect.

4. AUTHORITY.

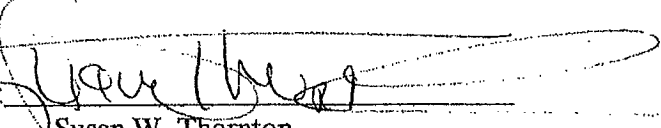
This First Amended Declaration of Condominium is made pursuant to Article X, Section 1 of the Fenwick Condominium Declaration. It has been signed by James Lobacz owner of Unit 701, which adjoins Unit 703 and Unit 705.

5. AMENDMENT.

This is the first amendment to the original Declaration of Condominium for FENWICK CONDOMINIUM. All future amendments to the Fenwick Condominium Declaration, if any, must be made in accordance with its terms.

IN WITNESS WHEREOF, the Unit Owners of the Fenwick Condominium have caused this document to be executed as of this 19th day of October, 2006.

OWNER OF UNIT 703 AND UNIT 705:

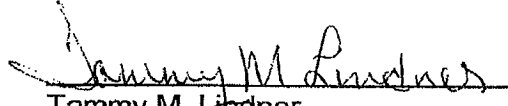
By: 

Susan W. Thornton

STATE OF WISCONSIN)

) ss.

MILWAUKEE COUNTY)


Tammy M. Lindner
Notary Public, State of Wisconsin
My Commission Expires 06/29/08

Order: MSGDBFKP5

Address: 1409 N Prospect Ave Unit 504

Order Date: 08-31-2026

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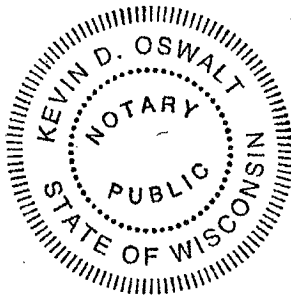
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OWNER OF UNIT 701:

By James Lobacz

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 20 day of Nov. 2006, the above-named JAME LOBACZ to me known to be the person who executed the foregoing instrument and acknowledge that he/she executed the foregoing instrument.



[Signature]
Notary Public, State of Wisconsin, Milwaukee County

My Commission: EXPIRES 11/2/08

This instrument was drafted by and should be returned to:
Attorney Michael J. Bennett
LICHTSINN & HAENSEL, S.C.
111 East Wisconsin Avenue, Suite 1800
Milwaukee, Wisconsin 53202.

h:\MJBT\Thornon\1st Atn to Declaration Fenwick Condo

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

ACKNOWLEDGMENT AND APPROVAL

I, William A. Lau President of Fenwick Condominium Association
("Association") and on behalf of the Association consent and approve the First Amended
Declaration of Condominium. This Acknowledgement and Approval is provided pursuant to
Article X, Section 2 of the Fenwick Condominium Declaration.

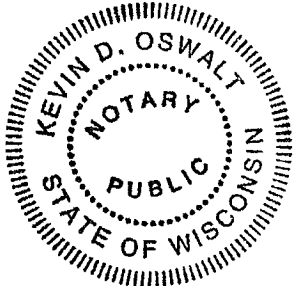
Dated as of this 20 day of Nov, 2006.

Fenwick Condominium Association

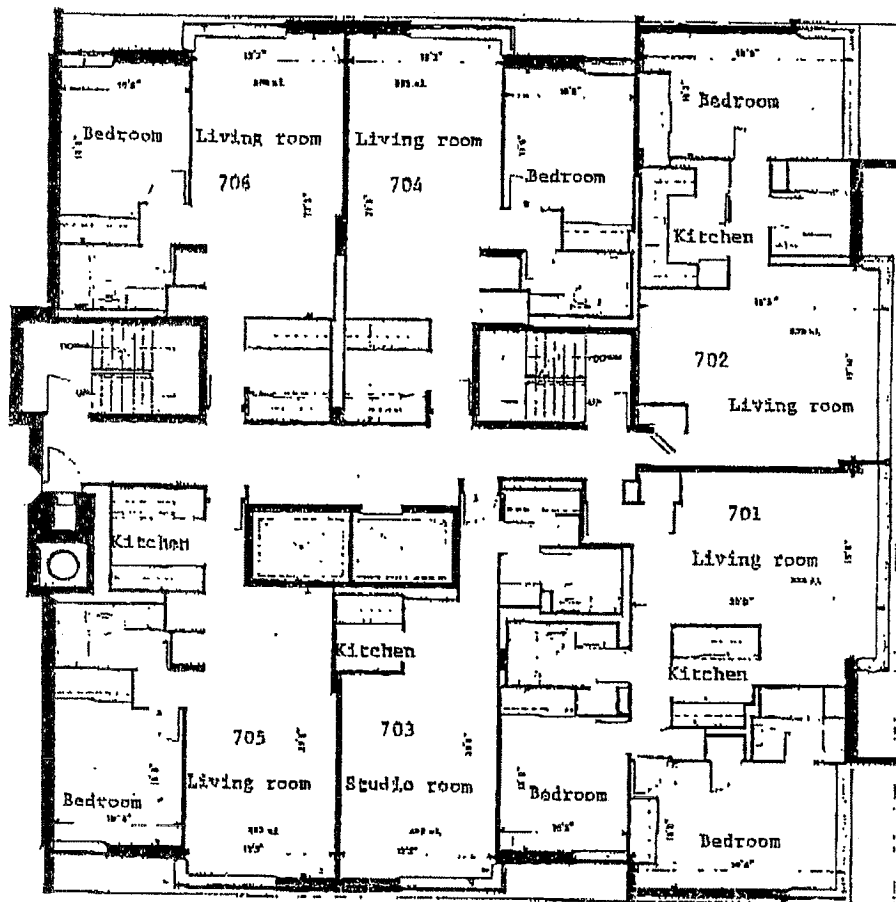
By: William A. Lau
President

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 20 day of NOVEMBER, 2006, the above-named WILLIAM LAU,
President of the Fenwick Condominium Association, to me known to be the person who executed the foregoing
instrument and acknowledge that he executed the foregoing instrument as such President of said Association, by its
authority.



Kevin D. Oswalt
Notary Public, State of Wisconsin, Milwaukee County
My Commission: EXPIRES 11/2/08 WAUKESHA



SCALE 1/8" = 1'-0"

TYPICAL FLOOR (SEE EXHIBIT FOR OTHER FLOORS)

1409 N. PROSPECT

DECLARATION OF CONDOMINIUM OWNERSHIP

FENWICK CONDOMINIUM

1409 North Prospect Avenue

Milwaukee, Wisconsin

TABLE OF CONTENTS

Article I	Definitions and Legal Description	4
Section 1	Legal Description of Land	
Section 2	"Association"	
Section 3	"Owner"	
Section 4	"Unit"	
Section 5	"Unit Number"	
Section 6	"Common Elements"	
Section 7	"Limited Common Elements"	
Section 8	"Developer"	
Section 9	"Mortgage"	
Section 10	"Mortgagee"	
Section 11	"Majority"	
Section 12	"Person"	
Article II	Property and Units - Submission to Act	6
Section 1	Submission of Property to the Act	
Section 2	Code Identification	
Section 3	Description of Buildings	
Section 4	Boundaries of Living Units	
Section 5	Boundaries of Parking Unit	
Article III	Common Elements and Limited Common Elements	8
Section 1	Ownership of Common Elements	
Section 2	Description of Common Elements	
Section 3	Description of Limited Common Elements	
Section 4	No Partition of Common Elements	
Article IV	Conveyance of Unit	9
Section 1	Interests Included	
Article V	Other Property Rights and Obligations of Owners	9
Section 1	Owner's Rights to Ingress and Egress and Support	
Section 2	Use of Living Units	
	(a) Residential	
	(b) Number of persons	
	(c) Children	
	(d) Animals and Pets	
	(e) Hotel	
Section 3	Use of Parking Unit	
Section 4	Use of Common Elements	
Section 5	Prohibition of Damage and Certain Activities	
Section 6	Window Treatment	
Section 7	Rules and Regulations	
Section 8	Delegation of Use	
Section 9	Transfer fee	
Section 10	Construction	
Section 11	Separate Mortgages of Units	

Recorded February 18, 1981
Document Number 5458507

A-1

Order: MS
Address: 1409 N Prospect Ave Unit 504
Order Date: 08-31-2026
Document not for resale
HomeWiseDocs

Section 12	Separate Real Estate Taxes	
Section 13	Maintenance, Repairs and Replacement of Units	
Section 14	Common Surpluses	
Article VI	Association Membership and Voting Rights	13
Section 1	Membership	
Section 2	Voting	
Section 3	Unit Value for Voting	
Section 4	Amplification	
Article VII	Rights and Obligations of the Association	13
Section 1	The Common Elements	
Section 2	Services	
Section 3	Personal Property for Common Use	
Section 4	Rules and Regulations	
Section 5	Implied Rights	
Section 6	Personal Liability	
Article VIII	Covenant for Assessment	14
Section 1	Agreement to Pay Assessment	
Section 2	Purpose of Assessment	
Section 3	Annual Assessments	
Section 4	Special Assessments for Capital Improvements	
Section 5	Special Assessments Against a Particular Unit	
Section 6	Working Capital	
Section 7	Notice of Meeting	
Section 8	Rate of Assessment	
Section 9	Date of Commencement of Annual Assessments	
Section 10	Lien for Assessment	
Section 11	Effect of Nonpayment of Assessments	
Section 12	Subordination of the Lien to Mortgages	
Article IX	Developers Rights as to Parking Unit and Separation of Units	18
Section 1	Developer Rights	
Section 2	Separation of Units	
Section 3	Application	
Section 4	Duties of Association	
Article X	Reallocation of Boundaries	19
Section 1	Application	
Section 2	Duties of Association	
Article XI	Architectural Control	20
Section 1	Architectural Control Committee Authority	
Section 2	Antenna	
Article XII	Party Walls	21
Section 1	General Rules of Law to Apply	
Section 2	Sharing of Repair and Maintenance	
Section 3	Right to Contribution Runs with Land	
Section 4	Encroachment	
Article XIII	Insurance	21
Section 1	Obligation of Association	
Section 2	Insurance Proceeds	

Section 3	Destruction and Reconstruction	
Section 4	Partition	
Section 5	Other Insurance	
Article XIV	Conversion to Condominium	23
Article XV	Exculpation of Association Liability	23
Article XVI	General Provisions	23
Section 1	Enforcement	
Section 2	Severability	
Section 3	Termination	
Section 4	Amendments	
Section 5	Registered Agent for Service of Process	
Section 6	Number and Gender	
Section 7	Captions	
Exhibit A	Legal Description	25
Exhibit B	Location of Building and Floor Plans	26
Exhibit C	Units Percentage of Assessments	37

DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS FOR FENWICK CONDOMINIUM
1409 North Prospect Avenue

THIS DECLARATION, made this 16th day of February, 1984, by MILWAUKEE NEW TOWN, INC., (hereinafter referred to as the "DEVELOPER").

WHEREAS, the DEVELOPER is the owner in fee simple of certain real estate hereinafter described, in the City of Milwaukee, Milwaukee County, Wisconsin; and

WHEREAS, the DEVELOPER intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes; and

WHEREAS, the DEVELOPER desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DEVELOPER and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the DEVELOPER desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the DEVELOPER, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS AND
LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, is legally described as set forth on Exhibit A attached hereto and incorporated herein.

Said real estate and all improvements thereon and appurtenances thereto shall be known as FENWICK CONDOMINIUM.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Section 2. "ASSOCIATION" shall mean and refer to FENWICK CONDOMINIUM ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Unit" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit B, together with all facilities and improvements therein contained, excluding the land underneath same.

- (a) "Living Unit" shall mean and refer to a Unit located in the building known as 1409 North Prospect Avenue, sometimes known as the "Residential Building".
- (b) "Parking Unit" shall mean and refer to the Unit which is the parking structure.

Section 5. "Unit Number" shall mean the number, letter or combination thereof, identifying a Unit.

Section 6. "Common Elements" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.

Section 7. "Limited Common Elements" shall mean those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

Section 8. "Developer" shall mean and refer to MILWAUKEE NEW TOWN, INC., and its successors and assigns. The Developer may also be referred to as the Declarant.

Section 9. "Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

Section 10. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

Section 11. "Majority" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

Section 12. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

PROPERTY AND UNITS:
SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The DEVELOPER hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "act").

Section 2. CODE IDENTIFICATION: Each Unit shall be specifically designated by its Unit Number as set forth in Exhibit B attached hereto and hereby made a part of this Declaration. Such Unit Number shall, for a Living Unit, consist of one numeral (which corresponds to the floor of the building on which the Living Unit is located) followed by two numerals (which designates the position of the Unit in the building). The letters "PU" shall designate the Parking Unit.

Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number and every such description shall be deemed good and sufficient for all purposes, as provided in the act.

Section 3. DESCRIPTION OF BUILDINGS:

(a) The residential building on the real estate described in this declaration is constructed principally of concrete block and face brick veneer, has a built up tar and gravel composition roof, is seven (7) stories in height and contains forty (40) Living Units (as hereinafter described). The Living Units consist of:

(1) TYPE I (of which there are six (6), having approximately 830 square feet of living area and containing two bedrooms, two bathrooms, a kitchen and living room. The TYPE I Units are 201, 301, 401, 501, 601 and 701.

(2) TYPE II (of which there are seven (7), having approximately 405 square feet of living area, and containing a studio room, a kitchen, and a bath. The Type II Units are 103, 203, 303, 403, 503, 603 and 703.

(3) TYPE III (of which there are ~~six~~ (6), having approximately 595 square feet of living area and containing a bedroom, a bath, a kitchen and living room. The TYPE III Units are 202, 302, 402, 502, 602 and 702.

(4) TYPE IV (of which there are fourteen (14), having approximately 580 square feet of living area and containing a bedroom, a bathroom, a kitchen and a living room. The TYPE IV Units are 104, 204, 304, 404, 504, 604, 704, 105, 205, 305, 405, 505, 605 and 705.

04's and 05's

(5) TYPE V (of which there is one (1), having approximately 800 square feet of living area and containing two bedrooms, a bathroom, a kitchen and living room. The TYPE V Unit is 102.

(6) TYPE VI (of which there are six (6), having approximately 640 square feet of living area and containing a bedroom, a bathroom, a kitchen and living room. The TYPE VI Units are 206, 306, 406, 506, 606 and 706.

(b) The Parking Structure (Parking Unit) located on the real estate described in this Declaration is constructed principally of concrete, is two (2) stories in height (one below grade) and contains thirty-two (32) underground Parking Spaces and forty (40) above ground Parking Spaces.

(c) The building is located as indicated in Exhibit B attached hereto and made a part of this Declaration. The location, designation of each Unit, and the immediate Common Elements and Limited Common Elements to which each Unit has access, are shown in Exhibit B.

Section 4. BOUNDARIES OF LIVING UNITS: The vertical boundaries of each Living Unit shall be the center line of interior walls bounding a Unit and interior of the outside walls bounding a Unit; the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the Unit.

All windows, window frames and doors, including all glass in all windows and doors, shall be considered a part of the Unit.

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.

Section 5. BOUNDARIES OF PARKING UNIT: The vertical boundaries of the Unit shall be the line formed by extending the outer most edge of the slab on which the structure rests from the lower horizontal boundary; to the upper horizontal boundary; the lower horizontal boundary shall be the plane of the under surfaces of the lower level of the Unit, and the upper horizontal boundary shall be a plane parallel and seven feet (7) above the surface of the highest level of the Unit.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence or a place of business, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Each Living Unit's percentage of ownership in the Common Elements shall be 2.125%. The Parking Unit's percentage of ownership in the Common Elements is 15%.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the City of Milwaukee or to public utilities.

Section 2. DESCRIPTION OF COMMON ELEMENTS AND FACILITIES: The Common Elements and facilities shall consist of:

- (a) The land described in this Declaration;
- (b) The driveways located on the land;
- (c) All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as Limited Common Elements;
- (d) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;
- (e) Areas set aside for storage of maintenance equipment;
- (f) Installations for providing central services such as power, light, gas heating and cold water;
- (g) Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;
- (h) Elevators, halls, lobby, stairs and stairwells, service rooms, vestibules, equipment rooms and laundry room.
- (i) All other parts of each building necessary or convenient to its existence, maintenance and safety, all normally in common use.

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: The Limited Common Elements and Facilities are;

- (a) The storage lockers located in the basement level of the Building. One such storage locker, as designated by the Association, shall be assigned to each Living Unit and the right to use same limited to occupants of the Unit.
- (b) The Lessee's interest in a lease of 40 parking spaces in the parking structure adjacent to the Building. One such parking

space, as designated by the Association, shall be assigned to each Unit and the right to use same limited to occupants of that Unit.

Section 4. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

ARTICLE IV

CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF LIVING UNITS:

(a) The Unit shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than one (1) month. Any occupant occupying a Unit with the authority of an owner shall comply with all of the restrictions, covenants, and conditions imposed hereunder on an owner. No Units may be subdivided. If a Unit is leased as aforesaid, the owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. If an owner of a Unit intends to leave such Unit for a period of more than one (1) month, such owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) No Unit shall be occupied by more than two (2) unrelated persons. For the purpose of this document, a "related" person shall be defined as a parent, sibling, child, aunt, uncle, or other lineal ancestor.

Order: MSGDBFKP5

Address: 1409 N Prospect Ave Unit 504

Order Date: 08-31-2026

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(c) No Owner of a Unit shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes children less than eighteen (18) years of age; provided however, that families residing in the premises at the time of recording this Declaration shall not be considered in violation of this section by occupying a Unit as long as they are in continuous occupancy, either as an Owner or tenant, of a Living Unit in the Residential Building.

(d) No animal, except a permitted pet (as herein defined) or a permitted animal (as herein defined) shall be allowed within or about the premises.

Occupants of a Unit who, at the time of the recording of this Declaration, keep a permitted pet or a permitted animal in such Unit, shall be permitted to continue to keep such permitted pet or permitted animal as long as they are in continuous occupancy, either as an Owner or tenant, of a Unit in the premises.

A permitted pet is defined as a single caged bird or common small tank fish.

A permitted animal is defined as a single domestic dog or cat of a maximum dimension in height of less than 14" and a maximum weight of less than ten (10) pounds.

No animal or pet, whether a permitted animal or permitted pet, may be kept, bred or maintained for commercial purposes. A permitted animal shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner, shall not enter and exit a building through the main entrance, shall be walked only in designated open areas and all droppings must be picked up and disposed of by the person in control of such animal.

(e) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (a) any rental for periods of less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service; or (c) any rental where the lessor furnishes linen, cooking utensils, eating utensils, or telephone.

Section 3. USE OF PARKING UNIT: The Parking Unit shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall, at all times, be in running condition and bear current license plates.

Section 4. USE OF COMMON ELEMENTS: No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed, or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor.

An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the Building without the consent of the Board of Directors of the Association. No Owner of a Unit, except the Declarant, for promotional purposes related to the Condominium or to the sale or rental of the Units owned by Declarant, may erect, post or display posters, signs, or advertising material on or in the Common Elements; provided, however,

that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension relating to the open house of Unit for sale.

Section 5. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or may become an annoyance or nuisance (including the use of HiFi's, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 6. WINDOW TREATMENT: Windows which are covered shall be covered only by off-white backed drapes, which, when closed, shall cover the full window, or by blinds or other window treatment which are white or off-white on the outside.

Section 7. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 8. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit and only to said individuals.

Section 9. TRANSFEREE: A transfer fee shall be paid to the Association by each Unit Owner (other than the Developer) who shall sell a Unit to a new purchaser as a condition of issuance by the Association of a certification as to the status of payment of homeowner's assessments. The fee shall be \$50.00 for each Living Unit and \$5.00 for each Parking Unit transferred.

Section 10. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of the same.

Section 11. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall

have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements.

Section 12. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twelfth (1/12th) his share of the estimated real estate taxes each month.

Section 13. MAINTENANCE, REPAIRS AND REPLACEMENTS OF UNITS:

(a) All maintenance, repairs and replacements to the Common Elements and facilities, and the Limited Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expense.

(b) The Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of interior surfaces of each Unit together with utility lines, mechanical equipment and fixtures which serve only one Unit, electrical fixtures and equipment which serve only one Unit, and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, windows, door and window hardware appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.

(c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of the Owner, his family, guests, invitees, the costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such Unit is subject.

Section 14. COMMON SURPLUSES: All Common Surpluses shall be credited to Unit Owners' assessments for common expense in proportion to their obligation for Basic Assessments. The Condominium Owners Association may from time to time provide for other common use of such surpluses.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. **MEMBERSHIP:** Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No Person or entity other than an Owner of a Unit or Developer may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. **VOTING:**

(a) All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) The Developer who shall be entitled to one vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer shall have sufficient votes to constitute a majority of votes until all its Units are sold; provided, further, that Developer's control shall cease three (3) years after the first Unit is conveyed to a purchaser other than the Developer, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

Section 3. **UNIT VALUE FOR VOTING:** The interest for each Living Unit shall be 2.125% and for the Parking Unit 15% and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

Section 4. **AMPLIFICATION:** The provisions of this article are to be amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. **THE COMMON ELEMENTS:** The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. SERVICES: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

Section 3. PERSONAL PROPERTY FOR COMMON USE: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. RULES AND REGULATIONS: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Element, which rules and regulations shall be consistent with the rights and duties established in the Declaration.

Section 5. IMPLIED RIGHTS: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. PERSONAL LIABILITY: NO DIRECTOR or OFFICER of the ASSOCIATION shall be personally liable to any UNIT OWNER or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful intentional misconduct.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT: Developer for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments

for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. ANNUAL ASSESSMENTS:

(a) The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget for the property and fix the annual assessment.

(b) The annual assessments shall be made up of all the following assessments:

(1) Utility assessment for the purpose of providing electric, gas, water and sewer services to the Units, the Common Elements and the Limited Common Elements.

(2) Basic assessment for all other purposes for which assessment can be levied.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of: (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) to offset shortages resulting from noncollection of the annual assessment or underestimation; and (c) unusual or unpredicted measures such as cost of collecting annual assessment or enforcement of the provisions of the Declaration provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members affected who are voting in person or by proxy at a meeting duly called for this purpose. The cost of the initial Common Element improvements is excluded from the special assessments authorized in this section, such cost to be borne by Developer.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof.

(c) All sums due to the owner of the adjoining land (1442 North Farwell Avenue) under the terms of an easement agreement shall be assessed against the parking unit.

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or the storage area appurtenant to the Unit;

(e) Interest due on General and Special Assessments;

(f) Forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit;

(g) All other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration or the By-Laws.

Section 6. WORKING CAPITAL: Each purchaser of a Unit or a Commercial Unit from Declarant or its successors or assigns shall make an advance to the Association at time of conveyance of the Unit for working capital purposes in the amount of One Hundred Dollars (\$100.00) or such other amount as may be approved by the Board of Directors of the Association in its sole discretion. Such advance shall be earmarked to the credit of such purchaser and shall be assigned upon conveyance of the Unit.

Section 7. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected members and any mortgagee who shall request such notice in writing not less than ten (10) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes affected shall constitute a quorum.

Section 8. RATE OF ASSESSMENT: Each Unit shall be assessed the percentage of the total assessment as is set out in Exhibit C attached hereto; provided, however, the Association can assess an individual Unit for sums due solely from that Unit as provided in Section 5 of this Article.

Section 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and shall commence as to all Units on the first day of the month following the conveyance of the first Unit by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 10. LIEN FOR ASSESSMENTS: 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 only for:

- (a) Liens of general and special taxes; and
- (b) A lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Milwaukee County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made 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; and
- (c) All sums unpaid on any mortgage loan made pursuant to Section 45:80 Wisconsin Statutes.

All other lienors acquiring liens on any Unit after this Declaration has 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 the Circuit Court or Register of Deeds of Milwaukee 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 property 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 to 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 Milwaukee 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 Borrower of any obligation under the condominium documents 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.

Section 11. EFFECT OF NONPAYMENT OF ASSESSMENTS. REMEDIES OF THE ASSOCIATION: Any assessment not paid within ten (10) days after the due date shall bear interest 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 such 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 an 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 Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder may be maintainable without foreclosing or waiving the lien securing the same.

Section 12. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in Section 10 (a), (b), (c), and (d) 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.

ARTICLE IX

DEVELOPER'S RIGHTS AS TO PARKING UNIT AND SEPARATION OF UNITS

Section 1. DEVELOPER'S RIGHTS: The Developer, for it and its assigns and successors, reserves the right at any time prior to the tenth anniversary of the date of the recording of this Declaration to remove, enlarge and/or replace the parking structure (parking unit) with another parking structure. The maximum capacity of the enlarged or new structure shall be three hundred (300) vehicles. Such structure may also contain Living Units and cannot exceed 40 stories in height.

Section 2. SEPARATION OF UNITS: The developer or its assigns and successors in title to the parking unit shall, unless prohibited by any law, regulation, statute or ordinance of any governmental body or agency having jurisdiction thereon, on or before the tenth anniversary of the recording of this Declaration separate the parking unit into forty (40) or more parking units of substantially the same size. Each such parking unit, after such separation, shall be of sufficient size for the parking of one passenger automobile.

Section 3. APPLICATION: The record title holder of the parking unit may separate the parking unit into forty (40) or more units by making a written application to the Board of Directors. Such application shall be signed by all record title holders to the parking unit and shall be submitted together with the following instruments:

(a) A proposed amendment to the condominium instruments assigning a new identification number to each unit so created (such identification number shall consist of the letter "P" followed by 3 numerals, the first of which shall designate the level of the parking structure on which the unit is located) and allocating to each unit so created the undivided interest in the Common Elements, the undivided interest in the Limited Common Elements (if any), the right to use the Limited Common Elements (if any), the votes in the Association, the liability for common expenses and the right to common surplus.

(b) As a result of such separation as provided for herein the percentage of ownership in the Common Elements, interest for voting and liability for assessments of each unit so

created shall be that percentage, interest and liability of the parking unit, before separation, divided by the number of units created by the separation. For example, the percentage of ownership of the Parking Unit in the Common Elements prior to separation is 15% (Article III, Section 1). If there is separation into forty (40) Units each New Unit's percentage of the Common Elements would be 15% divided by 40 or .375%. If Living Units are added such Declaration shall equitably divide ownership of Common Elements.

(c) Such amendment may designate portions of the parking structure, such as, without limitation, driveways, foundations, columns, girders, beams, supports, main walls, roofs, installations for providing central services, elevators, stairs, stairwells and ramps (in short, all areas other than the actual parking areas) as Common Elements and facilities under Article III hereof.

(d) Proposed plats and plans showing the boundaries and dimensions of the new Units, together with their new identifying numbers. Such plans shall be certified as required by statute.

Section 4. DUTIES OF ASSOCIATION: Within thirty (30) days after receipt of such application, the Board shall approve the documents submitted or make such reasonable changes therein as the Board deems proper. The principal officer of the Association shall cause the instruments to be properly executed. The principal officer of the Association shall, after the persons requesting separation have paid for the cost of recording such documents and the reasonable costs of having the documents reviewed and redrafted, if necessary, cause such documentation to be properly executed and recorded with the Register of Deeds of Milwaukee County.

ARTICLE X

REALLOCATION OF BOUNDARIES

Section 1. APPLICATION: The record title holders of a TYPE II and a TYPE III Unit on the same floor may combine the two Units into one by making written application to the Board of Directors. Such application shall be signed by all record title holders to such Units and shall be submitted together with the following instruments:

(a) A proposed amendment to the condominium instruments assigning a new identifying number to the combined Unit and allocating to such combined Unit the undivided interest in the Common Elements, the undivided interest in the Limited Common Elements (if any), the right to use the Limited Common Elements (if any), the votes of the Association, the liability for common expenses and the right to common surplus.

(b) As a result of any combination as provided for in (a), above:

(1) Each Unit's percentage of Ownership in the Common Elements, each Unit's interest for Voting and each Unit's liability for Basic Assessments shall be changed. The new percentage, interest and liability shall be determined by dividing the number 85 by the number of Units after the division.

(2) The combined Unit's liability for Utility assessments shall be 3.71%.

(c) The Developer, as Lessor, and FENWICK CONDOMINIUM ASSOCIATION, INC., as Lessee, have entered into a Lease for forty (40) parking spaces. The Owners of each Unit shall sublease one such parking space for each Unit owned. After the combining of two Units as aforesaid, but only if done within three (3) months thereof, the Owners of the combined Unit may, at their option, terminate one of the parking subleases.

(d) Proposed plats and plans showing the boundaries and dimensions of the new Units together with their new identifying numbers. Such plats and plans shall be certified as required by statute.

Section 2. DUTIES OF ASSOCIATION: Within thirty (30) days of receipt of such application, the Board shall approve the documents submitted or make such reasonable changes therein as the Board deems proper. The principal officer of the Association shall cause the instruments to be properly executed by all Owners of Units adjoining the combined Unit. The principal officer of the Association shall, after the persons requesting combination have paid for the cost of recording such documents and the reasonable costs of having the documents reviewed and redrafted, if necessary, cause such documents to be properly executed and recorded with the Register of Deeds of Milwaukee County.

ARTICLE XI

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY: No exterior additions or alterations to the buildings (except to the parking structure under Article IX), additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial preparation of the building for conversion, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the building by an Architectural Control Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee.

Section 2. ANTENNA: Exterior antenna shall not be placed on the building without the approval of the Architectural Control Committee or its designated representatives. During the period of Developer Control, the Architectural Control Committee must have the written approval of the Developer.

ARTICLE XII

PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as a part of the original construction of the building and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. ENCROACHMENTS: Some of the Units may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

ARTICLE XIII

INSURANCE

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Units against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Units, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Units shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

Section 2. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained,

at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 3. DESTRUCTION AND RECONSTRUCTION: In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

Section 4. PARTITION: The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the priority interests in each Unit.

Section 5. OTHER INSURANCE: The Association shall maintain, as a common expense, the following insurance coverages:

(a) Public Liability insurance covering the Association, the Board and members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association, with limits of not less than \$500,000/person and \$1,000,000/occurrence for bodily injury or death and not less than \$250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;

(b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;

(c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any

employee or other person charged with management or possession of Association funds or other property;

(d) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

ARTICLE XIV

CONVERSION TO CONDOMINIUM

Declarant represents to all initial and future Unit Owners that each Unit Owner shall acquire title to each Unit in an "as is" physical condition. The building in question was constructed in 1965, and has been utilized heretofore as a residential apartment building, and no liability is assumed by Declarant for its physical condition other than items to be furnished and installed as specified herein.

ARTICLE XV

EXCULPATION OF ASSOCIATION LIABILITY

In the event any Unit Owner shall suffer damages to their contents, improvements or betterments of their Unit, as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall attach to the Association and the cost for such repairs shall accrue to such individual Unit Owner.

It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Areas, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof, the allocation in respect to Common Areas to be in accordance with his respective percentage of ownership interest in the Common Areas. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to 1/12th his share of the estimated real estate taxes each month.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. TERMINATION: This Declaration may only be terminated by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Milwaukee County.

Section 4. AMENDMENTS: Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Developer alone at any time prior to the sale of seventy-five (75%) percent of the Living Units and Commercial Units and thereafter signed by not less than seventy-five (75%) percent of the Unit Owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

Any Amendment must be recorded in Milwaukee County, Wisconsin.

Section 5. REGISTERED AGENT FOR SERVICE OF PROCESS: The initial registered agent for service of process shall be Eli C. Frank, 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Milwaukee County, Wisconsin, and with the Secretary of the State of Wisconsin.

Section 6. 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.

Section 7. CAPTIONS: The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

IN WITNESS WHEREOF, the Developer, MILWAUKEE NEW TOWN, INC., has caused this Declaration to be executed by JOHN GILLIGAN, its President, and MARY KRUSER, its Secretary, and caused its corporate seal to be thereto affixed this 16th day of February, 1981.

MILWAUKEE NEW TOWN, INC.

By: /s/ John Gilligan
John Gilligan, President

Attest: /s/ Mary Kruser
Mary Kruser, Secretary

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this 16th day of February, 1981, the above named John Gilligan, President and Mary Kruser, Secretary of Milwaukee New Town, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

/s/ Eli C. Frank

Notary Public, State of Wisconsin (SEAL)
My Commission is Permanent
This instrument was drafted by Eli C. Frank, of the Law Firm of Frank, Hiller & Shapiro, Ltd.

EXHIBIT A

Lots One (1) and Two (2) and the Easterly Thirty-seven (37) feet of Lots Six (6) and Seven (7) in Subdivision of Lots Four (4) and Five (5) and Twenty-eight (28) in Block One Hundred Ninety-eight (198), in Rogers Addition in the South East One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

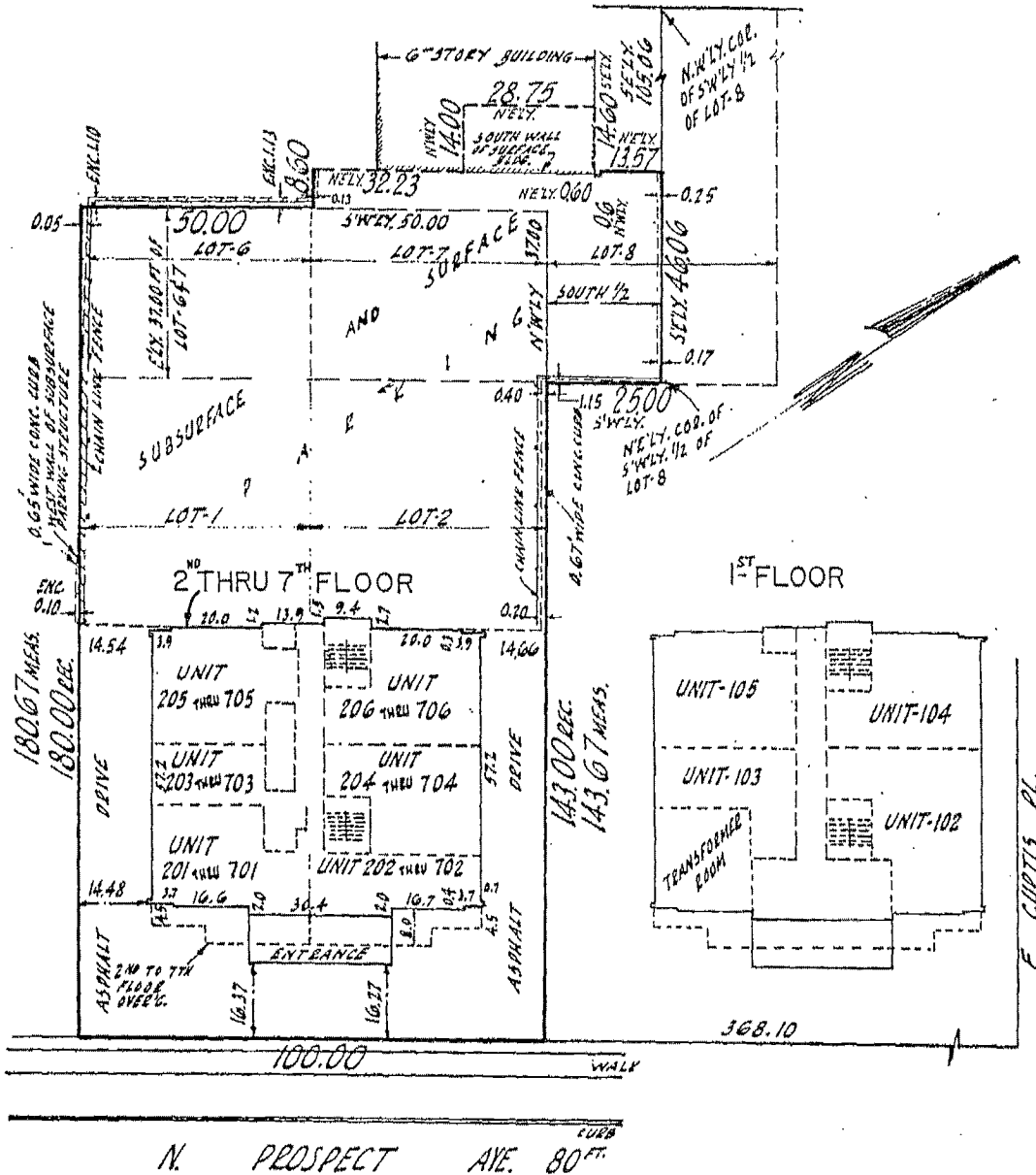
Tax Key No. 359-0801-110

KNOWN AS 1409 NORTH PROSPECT AVENUE, CITY OF MILWAUKEE, WISCONSIN

SEE SHEET 2 FOR DESCRIPTION

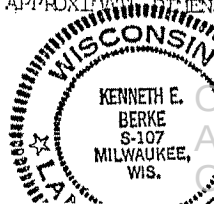
JULY 24, 1980

SURVEY NO. 99982-E



I, KENNETH E. BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF FENWICK CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGNOSTIC FLOOR PLANS OF THE CONDOMINIUM BUILDING AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.



Kenneth E. Berke
KENNETH E. BERKE, REGISTERED WISCONSIN
LAND SURVEYOR S 107

Address: 1409 N Prospect Ave Unit 504
Date: 08-31-2026
Document not for resale
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Known as 1409 North Prospect Avenue, City of Milwaukee, Wisconsin
 Lots 1 and 2, together with the Easterly 37.00 ft of Lot 6 and 7 also that part of Lot 7 and 8 in Subdivision of Lots 4 and 5 and 28 in Block 198 in ROGER'S ADDITION, being a Subdivision of a part of the SE 1/4 of Section 21, T 7 N, R 22 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is described as follows: (This portion of description describes a parcel of land whose boundaries follow a line which is partly located along and below ground portion of an existing structure):

COMMENCING at the Northwestern corner of the Southwesterly 1/2 of Lot 8;
 THENCE Southeasterly along the Southwesterly 1/2 of Lot 8 aforesaid 105.06 ft. to the point of beginning of lands herein to be described;
 THENCE Southeasterly along the Southwesterly 1/2 of Lot 8 aforesaid 46.06 ft. to the Northeasterly corner of the Southwesterly 1/2 of Lot 8;
 THENCE Southwesterly along the Southeasterly line of Lot 8 aforesaid 25.00 ft. to the most Southerly corner of Lot 8;
 THENCE Northwesterly along the Southwesterly line of Lot 8 aforesaid 37.00 ft. to a point;
 THENCE Southwesterly 50.00 ft to a point on the Southwesterly line of Lot 7;
 THENCE Northwesterly along the Southwesterly line of Lot 7 aforesaid 8.60 ft. to a point which lies 104.40 ft. Southeasterly of the Southwesterly corner of Lot 7;
 THENCE Northeasterly along a building wall and its extension 32.23 ft. to a building corner;
 THENCE Northeasterly along the face of a building wall 14.00 ft. to a point;
 THENCE Northeasterly along the face of a building wall 28.75 ft. to a point;
 THENCE Southeasterly along the face of a building wall 14.60 ft. to a point;
 THENCE Northeasterly along the face of a building wall 0.60 ft. to a point;
 THENCE Northwesterly along the face of a building wall 0.60 ft. to a point;
 THENCE Northeasterly 13.57 ft. to the point of beginning.

JULY 24, 1980

SURVEY NO. 99982-M



Order: MSGDBFKP5

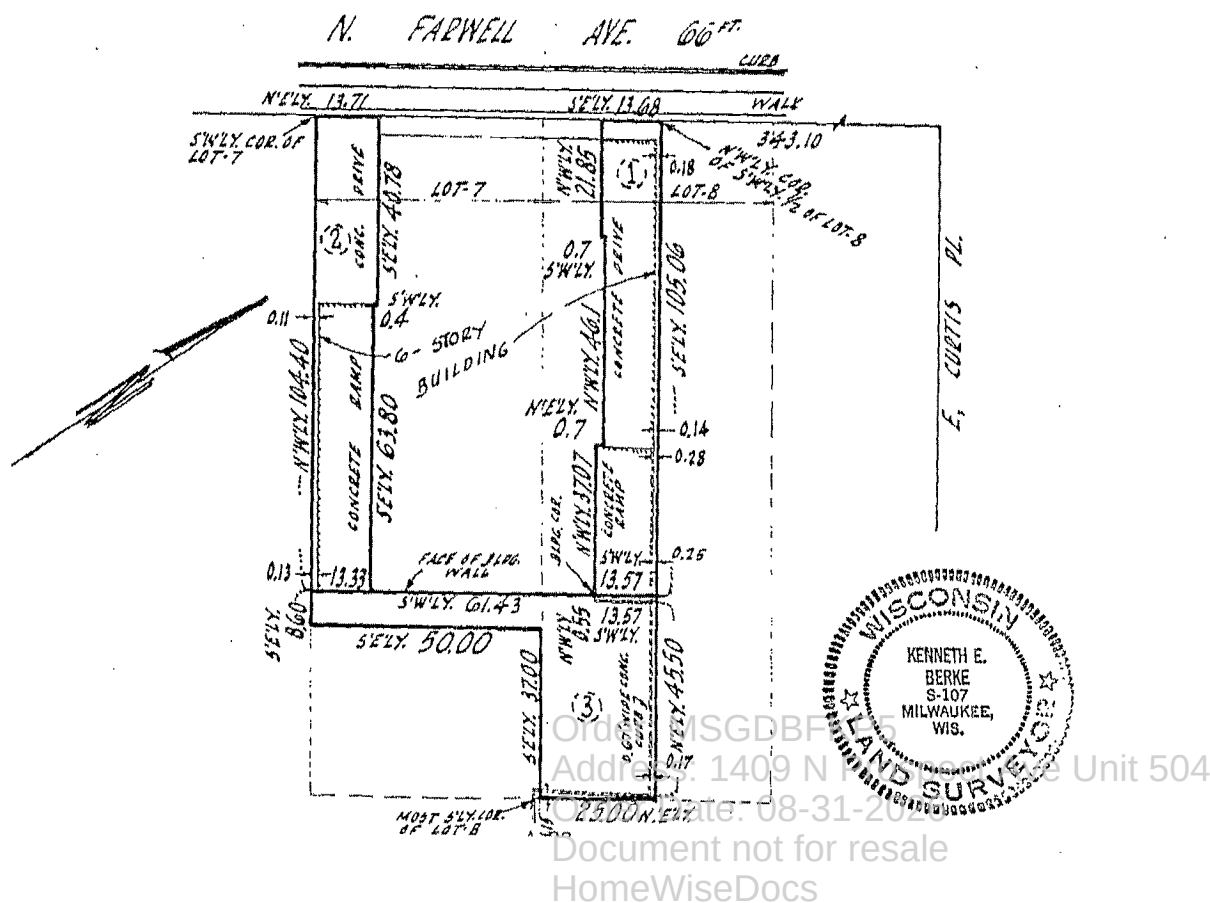
Address: 1409 N Prospect Ave Unit 504

Order Date: 08-31-2026

Document not for resale

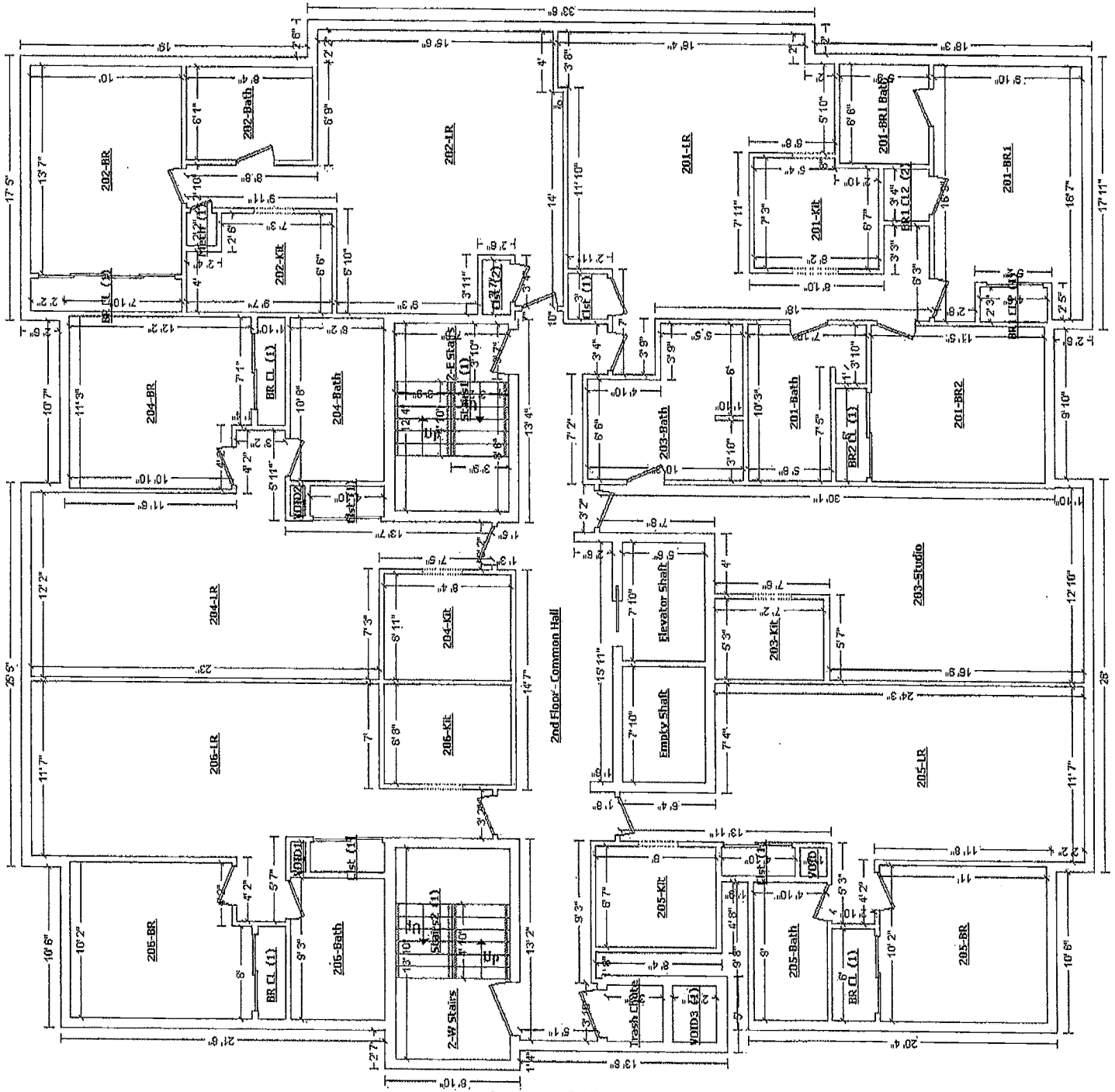
HomeWiseDocs

SURVEY NO. 99982-E



FENWICK STORAGE LOCKERS

#24 Unit 501	#23 Unit 301	#22 Unit 404	#21 Unit 405	#20 Unit 306	#18 Unit 204	#19 Unit 601		#30 Unit 705	#31 Unit 202	#32 Unit 304	#33 Unit 604	#34 Unit 205	#35 Unit 503	#29 Unit 606	#28 Unit 104																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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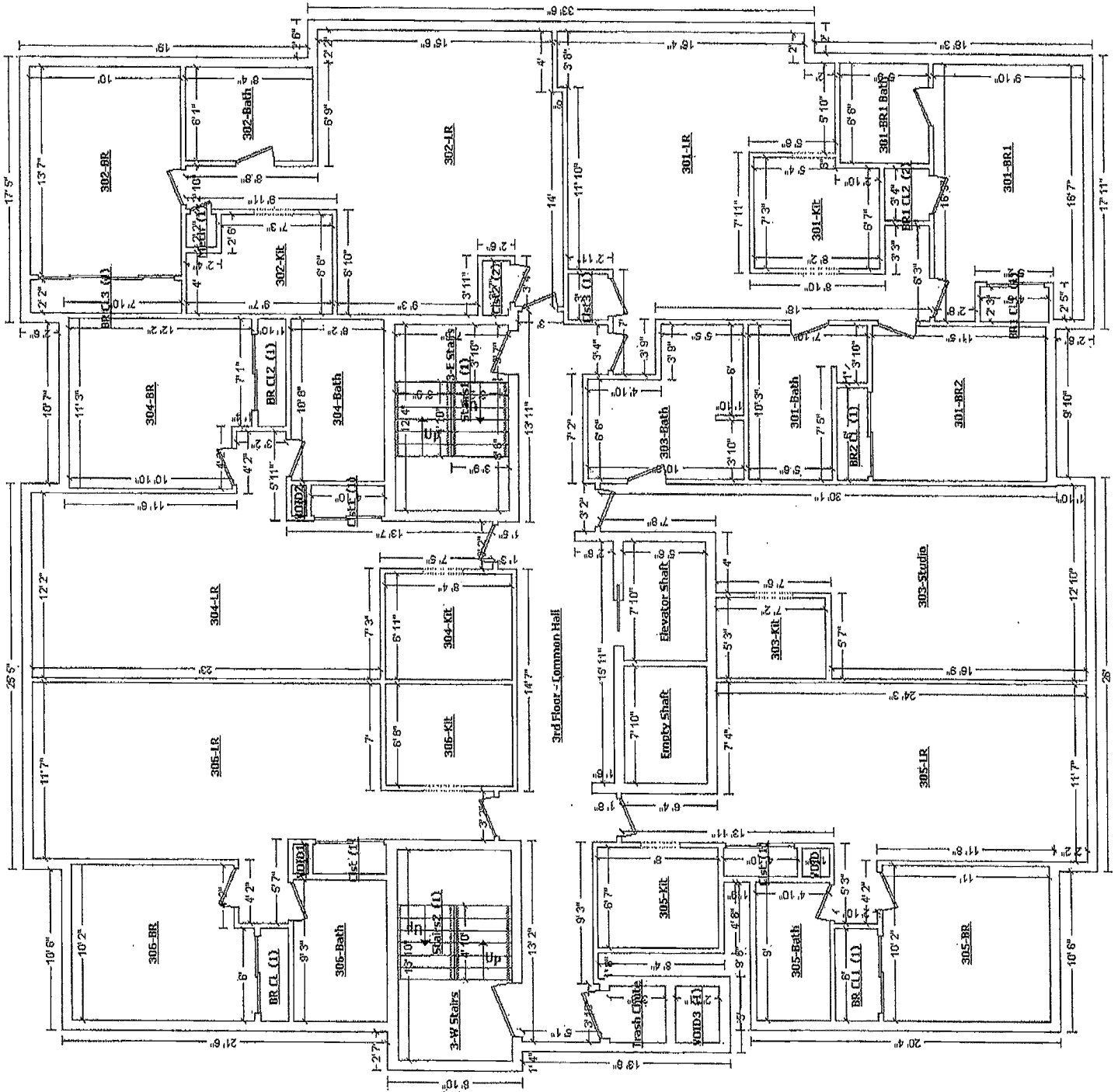
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Address: 1409 N Prospect Ave Unit 504

Order Date: 08-31-2026

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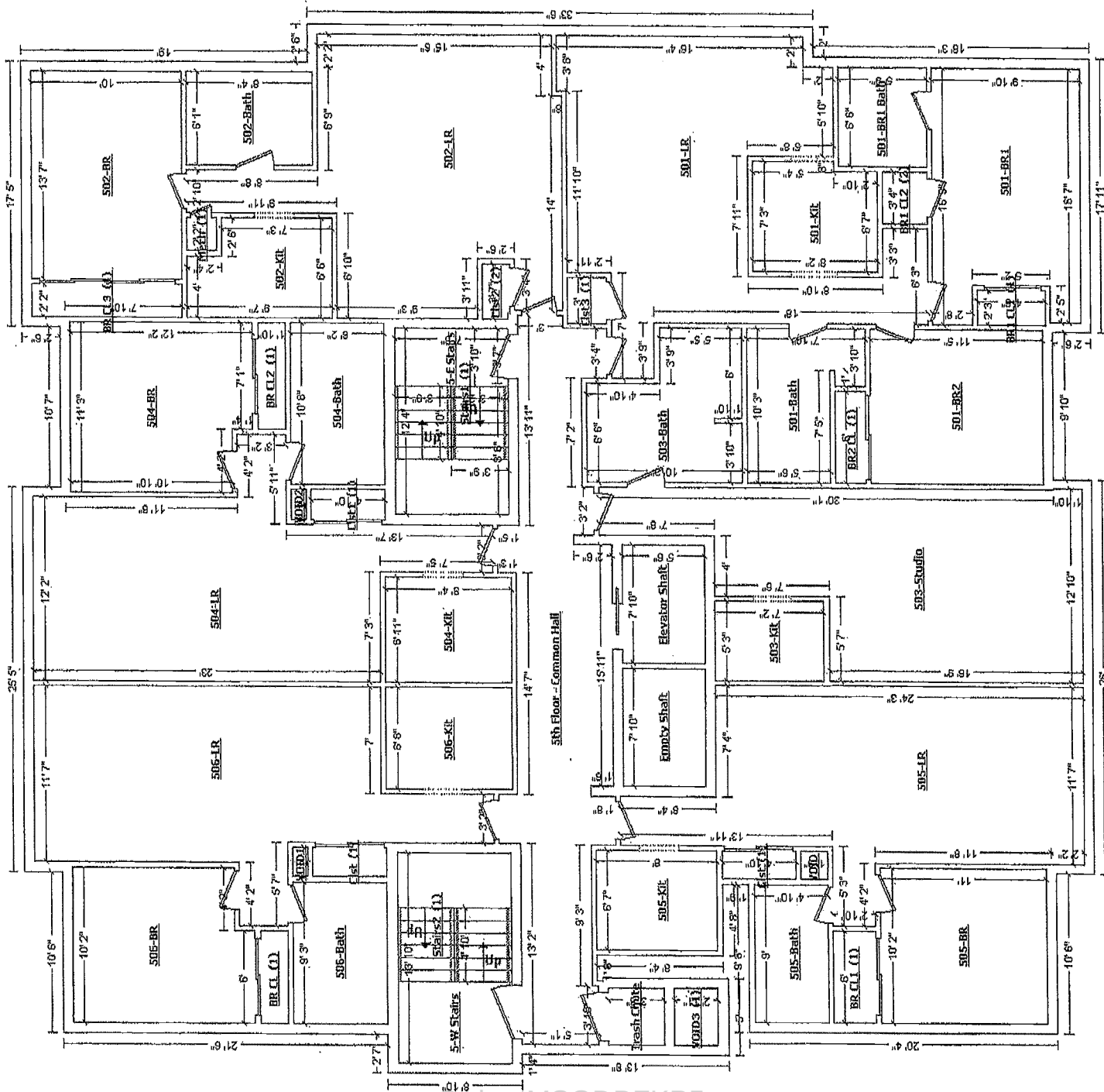
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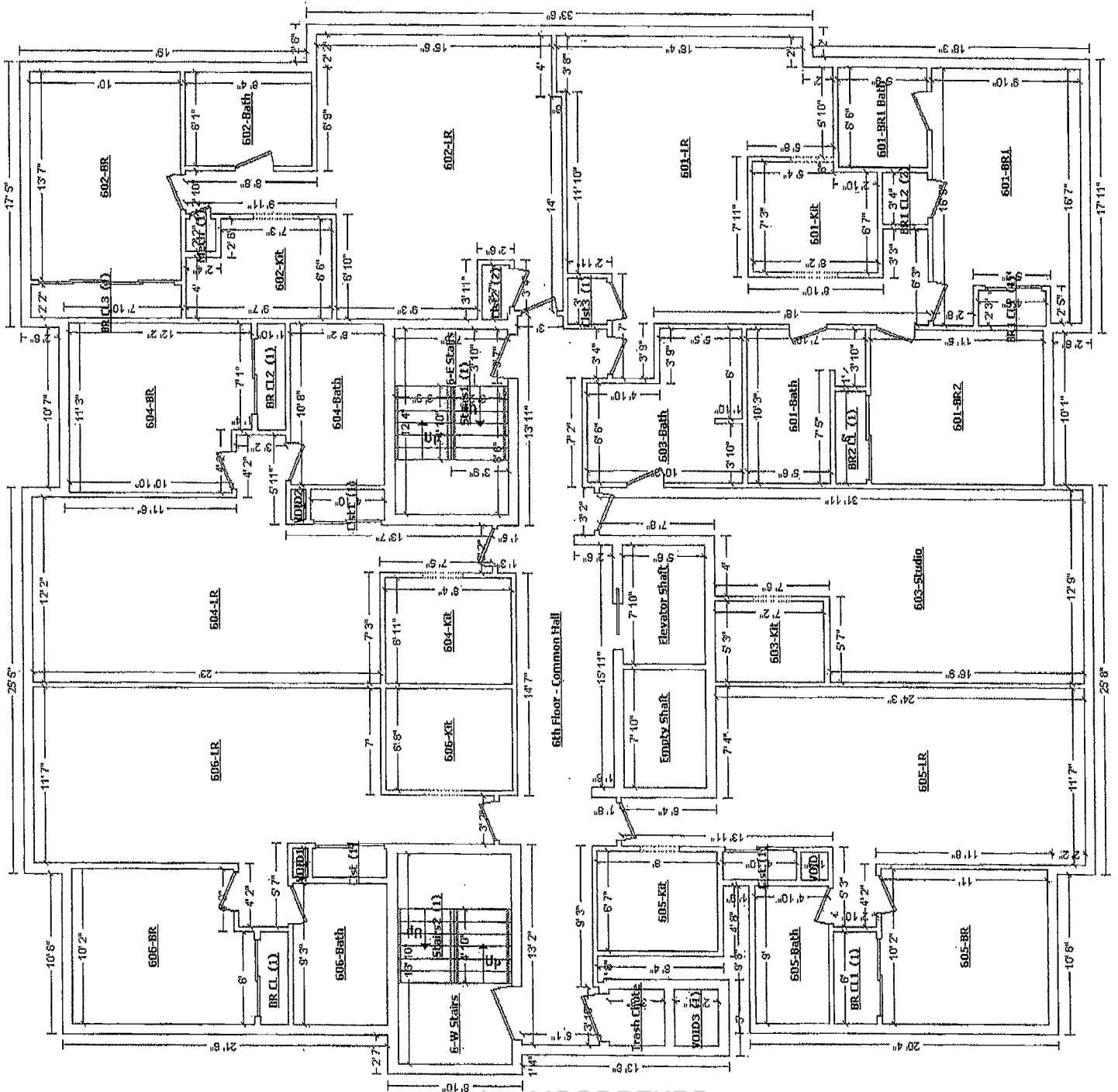
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Order: MSGDBFKP5

Address: 1409 N Prospect Ave Unit 504

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EXHIBIT C

Each Unit shall be assessed the percentage of the total assessment as follows:

A.	Utility Assessment under Article VIII, Section 3(b) (I)	TYPE I	3.08%
		TYPE II	1.50%
		TYPE III	2.21%
		TYPE IV	2.15%
		TYPE V	2.97%
		TYPE VI	2.37%
		PARKING UNIT	10.41%
B.	Basic Assessment under Article VIII, Section 3(b) (2)	LIVING UNITS	2.125%
		PARKING UNIT	15.00%