

DOC # 11321353
RECORDED
03/03/2023 08:49 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
***This document has been
electronically recorded and
returned to the submitter.***

AFFIDAVIT OF CORRECTION (OTHER
THAN LEGAL DESCRIPTION) SECOND
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OWNERSHIP

1522 ON THE LAKE CONDOMINIUM

Record this document with the Register
of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway,
Suite 1100
Milwaukee, WI 53202
(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

CORRECTION INSTRUMENT
(FOR AN ERROR OTHER THAN A LEGAL DESCRIPTION ERROR)

The undersigned, Lydia J. Chartre, being first duly sworn, depose(s), state(s) and warrant(s), that:

1. This correction instrument is to correct or amend that certain Second Amended and Restated Declaration of Condominium Ownership for 1522 On The Lake Condominium recorded in the Office of the Register of Deeds for Milwaukee County on May 2, 2022, as Document No. 11242586, a true and correct copy of which is attached as **Exhibit 1** ("Recorded Document").

2. The *Grantor and Grantee* on the Recorded Document is: 1522 On The Lake Condominium

3. The undersigned is:

- | | |
|---|---|
| ☐ the grantor on the Recorded Document | ☐ the grantee on the Recorded Document |
| ☐ the person who drafted the Recorded Document | ☐ the person who acted as the settlement agent in the transaction that is the subject of the Recorded Document |

XX -- A person having personal knowledge of the circumstances of the conveyance that is the subject of the Recorded Document based on (describe basis for personal knowledge): drafter of document/Attorney for Grantee/Grantor.

4. The Recorded Document contained the following type of error:

- | | | | |
|--|---|--|---|
| ☐ Party's Name | ☐ Party's Marital Status | ☐ The date on which the conveyance was executed | ☐ Identification of property as homestead or non-homestead |
| ☐ Lack of Mortgagee consent/subordination | ☐ Tax parcel number | ☐ Identity of drafter | ☐ Recording data referenced |
| ☐ Nature/purpose of instrument | ☐ Title of Conveyance | ☐ Acknowledgment/Authentication | ☐ Disclaimer by Grantee |

X Other (describe in detail): Incorrect Square Footage and Percentage Interest for Units 1803 and 1804.

5. The Recorded Document is corrected or amended as follows: **Exhibit 2** hereto which is the corrected instrument to correct the Square Footage and Percentage Interest for Units 1803 and 1804 originally Exhibit C to the recorded Second Amended and Restated Declaration of Condominium Ownership.

6. This Correction Instrument is being recorded in accordance with §706.085, Wis. Stats., and should be recorded and indexed against the property described on Exhibit B of the originally recorded Second Amended and Restated Declaration of Condominium Ownership which is part of Exhibit 1 attached hereto and in the appropriate grantor/grantee index.

7. Pursuant to §706.085(2)(c), Wis. Stats., the undersigned certifies that a copy of this document has been mailed by 1st class mail to all parties to the transaction that was the subject of the Recorded Document, as follows:

- Grantor Address: c/o Husch Blackwell LLP, 511 North Broadway, Suite, 1100, Milwaukee WI 53202
- Grantee Address: c/o Husch Blackwell LLP, 511 North Broadway, Suite, 1100, Milwaukee WI 53202

Dated as of 3-2, 2023

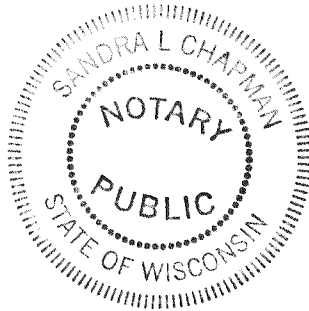
Lydia J. Chartre

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Signed and sworn to before me on 3/2, 2023, the above named Lydia J. Chartre, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Sandra L. Chapman
Sandra L. Chapman
Notary Public, State of Wisconsin
My commission expires 9/13/2023



Drafted by:
Lydia J. Chartre
Husch Blackwell LLP

EXHIBIT 1 – RECORDED DOCUMENT

SEE ATTACHED

DOC # 11242586

RECORDED

05/02/2022 02:18 PM

ISRAEL RAMON

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

TRANSFER FEE:

FEE EXEMPT #:

***This document has been
electronically recorded and
returned to the submitter.***

SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OWNERSHIP

1522 ON THE LAKE CONDOMINIUM

Record this document with
the Register of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway,
Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP OF
1522 ON THE LAKE CONDOMINIUM**

1522 North Prospect Avenue
Milwaukee, Wisconsin

TABLE OF CONTENTS

I.	STATEMENT OF DECLARATION	1
II.	NAME AND DESCRIPTION OF THE CONDOMINIUM AND UNITS	1
III.	COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	2
IV.	USE OF UNITS AND COMMON ELEMENTS	2
V.	MAINTENANCE, REPAIRS AND REPLACEMENTS	3
VI.	ASSOCIATION MEMBERSHIP	5
VII.	ASSESSMENTS	5
VIII.	INSURANCE	6
IX.	NOTICES, CLAIMS AND REMEDIES	8
X.	GENERAL PROVISIONS	9

Exhibit A Legal Description

Exhibit B Unit Addresses and Parcel I.D. Numbers

Exhibit C Percentage Interest Common Elements

**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP OF
1522 ON THE LAKE CONDOMINIUM**

1522 North Prospect Avenue
Milwaukee, Wisconsin

I. STATEMENT OF DECLARATION

1522 On the Lake Condominium (the “Condominium”) was created by a Declaration, recorded in the office of Register of Deeds for Milwaukee County on August 13, 2001 as Document No. 8116479, as amended on February 21, 2003 as Document No. 8460478 (as amended, the “Declaration”).

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the 1522 On the Lake Condominium Association, Inc. (the “Association”), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the “Property”) subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the “Act”), hereby amends and restates its Declaration as follows.

II. NAME AND DESCRIPTION OF THE CONDOMINIUM AND UNITS

The Property and the 99 unit residential building (“Building”), is known as 1522 ON THE LAKE CONDOMINIUM (“Condominium”). A “Unit” is that part of the Building that is not a Common Element and is intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior perimeter walls, including the drywall forming them, unfinished floors, ceilings, windows, window frames, doors and door frames of the Unit, as shown on the Building and floor plans which are part of the Condominium Plat (the “Plat”), together with all fixtures and improvements therein contained. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit, and all drywall within a Unit, shall be considered a part of that Unit. The various types of Units, their respective designations and locations, the approximate area of the Units, number of rooms, Common Elements to which the Units have access and further details identifying and describing the Units are all as set forth on the Plat.

In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries or the Building or Unit as located and erected.

III. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Each owner of a Unit ("Unit Owner" or "Owner") shall own an undivided interest in the Common Elements with all other Unit Owners. The "Common Elements" shall consist of all of the Condominium, except the individual Units, including without limitation, the Land, foundations, structural walls and columns located within the boundaries of a Unit, hallways, stairways, entrances and exits, lobby, garage, elevators, basements, boilers, roof, incinerator, pipes, ducts, electrical wiring and conduits, central heating and air conditioning systems, public utility lines, structural parts of the Building, outside walks, and driveways, landscaping and recreational areas. Each Unit's percentage of ownership in the Common Elements is set forth on the attached Exhibit C.

Each Unit Owner shall have a valid, non-exclusive easement to the Common Element space between the interior and exterior of the walls of the Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the Building or the sound proofing of common walls between the Units, and provided further that the Common Elements and facilities be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of such use. Easements are hereby granted and declared for the benefit of the Association (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Units.

The following portion of the Common Elements shall be considered "Limited Common Elements": (a) the parking stalls designated for a specific Unit; (b) the balconies or patios for a specific Unit; and (c) the storage locker for a specific Unit. Each Unit Owner shall be entitled to the exclusive use of such Limited Common Elements. Each Unit shall have the number of parking stalls appurtenant to it as designated upon the first conveyance of each Unit. The Association shall maintain a schedule of which parking stalls are assigned to which Unit. Once a specific stall is assigned to a Unit, it may not be changed without the consent of the Unit Owner and Association. A Unit Owner may sell and grant by deed, subject to the rights of any existing mortgagee, one of its parking stalls, provided that (a) the purchaser is another Unit Owner and (b) after the sale, the selling Unit Owner's Unit has at least one (1) parking stall.

IV. USE OF UNITS AND COMMON ELEMENTS

The Units 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 said Units, except as may be set forth in the Rules and Regulations. Units may only be leased to the extent allowed in the Bylaws and/or Rules and Regulations. Any person occupying a Unit with the authority of an

Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If an Owner intends to leave a Unit for a period of more than one (1) month, such Owner shall prior thereto notify the Association of the forwarding address and telephone number where the Owner can be reached.

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 or constructed in, 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 the Common Elements other than those areas designated by the Association. An Owner shall not paint, decorate, or alter the appearance of the Common Elements without the consent of the Association. Subject to the Rules and Regulations, no Owner may erect, post or display posters, signs or advertising material on or in the Common Elements.

Parking stalls, which are Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles and other use that may be permitted by the rules. Persons parking in Common Elements and/or Limited Common Elements shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles there from to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof, the removal of snow therefrom or for similar purposes. All vehicles must fit within the space assigned and may not interfere with the use of adjoining spaces. Parking of vehicles in Common Elements shall be subject to rules and regulations established by the Association.

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 Condominium, or any part thereof, over what the Association, but for such activity, would pay. 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 permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, 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, or at the direction of, that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other occupants of the Building.

V. MAINTENANCE, REPAIRS AND REPLACEMENTS

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. All such maintenance, repairs, and replacements to the Common Elements and facilities, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein.

The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense. In case of an emergency, the Association may enter a Unit without notice as set forth in Section 703.32 of the Act.

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.

The Association, by and through its Board of Directors, may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) the interior of a Unit together with utility lines, mechanical equipment and fixtures which serve that Unit; (b) such fixtures and equipment which are located within that Unit; and (c) glass, screens, doors, windows, drywall, floors and ceilings and door and window hardware appurtenant to the Unit as further detailed in the "Unit/Association Responsibility for Repairs and Maintenance Guide" in the Rules and Regulations. The expense of such maintenance, repairs and replacement shall be borne solely by such Owner. A Unit Owner shall keep the Limited Common Elements appurtenant to such Unit, in a good, clean, sanitary and attractive condition. A Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming or within the boundaries of a Unit and, subject to the approval of the Association, erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

An Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations within the Unit, or any changes or improvements to a Unit, which are visible from the exterior of the Building or any Common Element. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the Building, impair the safety of the Condominium or its occupants, or impair any easement without the prior written consent of the Association. Units may not be subdivided. Balconies and patios may not be enclosed.

In the event that any maintenance, repairs or replacement of a Common Element is required as a result of the willful or negligent act of an Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.

VI. ASSOCIATION MEMBERSHIP

Every Unit Owner shall be entitled and required to be a member ("Member") of "1522 On The Lake Condominium Association, Inc.," a nonstock corporation formed under Chapter 181 of the Wisconsin Statutes ("Association"). If title to a Unit is held by more than one person, each such person shall be a Member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each 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 a Unit Owner may be a Member, 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 security for a loan secured by a mortgage on a Unit. The percentage interest for each Unit identified on the attached Exhibit C shall also serve as the basis in determining the voting interest of each Unit on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the By Laws of the Association.

VII. ASSESSMENTS

Each Owner hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for 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.

The Board of Directors of the Association ("Board") shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment for the purposes determined by the Board; provided, however, that any such special assessment shall have the assent of the Unit Owners having two-thirds (2/3) of the votes at a meeting duly called for this purpose.

The Board may also levy special assessments against a particular Unit Owner and 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 of the Association; (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; (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; and (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 of the Association.

The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of first conveyance of such Unit. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. The Board 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. The due date shall be the 1st day of each month. If such assessments are not paid by the 10th day of each month, a late fee will be assessed to such Unit as set forth in the Rules and Regulations, and the delinquent balance will also bear interest at the rate set forth in the Rules and Regulations. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.

All sums assessed to any Unit pursuant to this Article, together with interest thereon, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

VIII. INSURANCE

Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

The proceeds of such insurance shall first be disbursed by the Association or by the trustee on behalf of the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or the court has ordered partition of the Condominium, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

In the event of a partial or total destruction of the Common Elements, such Common Elements shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. All costs of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

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 sixty seven percent (67%) 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 percentage interests in the Common Elements.

Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

- (A) Worker's compensation insurance;
- (B) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;
- (C) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;
- (D) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount as determined by the Board and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

- (A) The personal property within the Unit;
- (B) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

- (C) Loss assessment and deductible coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);
- (D) Special perils contents coverage; and
- (E) Sewer backup and sump pump failure coverage.

IX. NOTICES, CLAIMS AND REMEDIES

All notices and other documents required to be given by this Declaration or by the By Laws of the Association, shall be sufficient if given to any Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Secretary or the Association with the address (physical and/or electronic) for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged the Secretary's duty with respect to giving of such notice by mailing it or having it delivered personally or electronically to the last such address on file. If a Unit Owner fails to provide such address, the Secretary shall be deemed to have given sufficient notice by mailing it or having it personally or electronically delivered to the Unit.

Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and

assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents.

X. GENERAL PROVISIONS

If any provision of this Declaration, or the application thereof, shall be held invalid or unenforceable, then the remainder of this Declaration shall not be affected thereby and shall be valid, and be enforced to the fullest extent.

The failure of the Association to insist, in any one instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction in the future, and such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.

This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages on any 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 mortgages. The instruments necessary for such termination shall be recorded in Milwaukee County, Wisconsin.

Except as hereinafter limited, this Declaration may be amended by an instrument signed on behalf of Unit Owners having not less than sixty-seven percent (67%) of the percentage interest in the Common Elements. A Unit Owner's consent to an amendment is not effective unless it is approved by a mortgagee of the Unit, if any, to the extent the same is required by the Act. Any Amendment must be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

The registered agent for service of process is the Association's registered agent, as stated on file with the Department of Financial Institutions for the State of Wisconsin. At the time of recording this Restated Declaration, the Association's registered agent is Peggy Leppien, Founders 3, 252 E. Highland Ave., Milwaukee, WI 53202. Any change in the registered agent will not require an amendment to this Declaration.

EXHIBIT “A”

LEGAL DESCRIPTION

Units 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, 306, 401, 402, 403, 404, 405, 406, 501, 502, 503, 504, 505, 506, 601, 602, 603, 604, 605, 606, 701, 702, 703, 704, 705, 706, 801, 802, 803, 804, 805, 806, 901, 902, 903, 904, 905, 906, 1001, 1002, 1003, 1004, 1005, 1006, 1102-0, 1103, 1104, 1105, 1106, 1201, 1202, 1203, 1204, 1205, 1206, 1301, 1302, 1303, 1304, 1305, 1306, 1401-0, 1402, 1403, 1404, 1405, 1501, 1502, 1503, 1504, 1505, 1506, 1601, 1602, 1603, 1604, 1605, 1606, 1701, 1702, 1703, 1704, 1705-0, 1801, 1802, 1803 and 1804 in the 1522 on the Lake Condominium(s) created by a “Declaration of Condominium” recorded on August 13, 2001, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 8116479, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Milwaukee, County of Milwaukee, Wisconsin.

Exhibit A

EXHIBIT “B”

**Tax Key Numbers
Address: 1522 N. Prospect Avenue**

<u>Tax Key</u>	<u>Unit</u>
3591451100	Unit 201
3591452000	Unit 203
3591453000	Unit 204
3591454000	Unit 205
3591455000	Unit 206
3591456000	Unit 301
3591457000	Unit 302
3591458000	Unit 303
3591459000	Unit 304
3591460000	Unit 305
3591461000	Unit 306
3591462000	Unit 401
3591463000	Unit 402
3591464000	Unit 403
3591465000	Unit 404
3591466000	Unit 405
3591467000	Unit 406
3591468000	Unit 501
3591469000	Unit 502
3591470000	Unit 503

Exhibit B-1

3591471100	Unit 504
3591472000	Unit 505
3591473000	Unit 506
3591474000	Unit 601
3591475000	Unit 602
3591476000	Unit 603
3591477000	Unit 604
3591478000	Unit 605
3591479000	Unit 606
3591480000	Unit 701
3591481000	Unit 702
3591482000	Unit 703
3591483000	Unit 704
3591484000	Unit 705
359185000	Unit 706
359186000	Unit 801
3591487000	Unit 802
3591488000	Unit 803
3591489000	Unit 804
3591490000	Unit 805
3591491000	Unit 806
3591492100	Unit 901
3591493000	Unit 902

Exhibit B-2

3591494000	Unit 903
3591495000	Unit 904
3591496000	Unit 905
3591497000	Unit 906
3591498000	Unit 1001
3591499000	Unit 1002
3591500000	Unit 1003
3591501000	Unit 1004
3591502000	Unit 1005
3591503000	Unit 1006
3591504100	Unit 1102-0 (1101 & 1102 combined)
3591506000	Unit 1103
3591507100	Unit 1104
3591508000	Unit 1105
3591509100	Unit 1106
3591510000	Unit 1201
3591511000	Unit 1202
3591512000	Unit 1203
3591513000	Unit 1204
3591514000	Unit 1205
3591515000	Unit 1206
3591516000	Unit 1301 (combined with 1302)
3591517000	Unit 1302 (combined with 1301)

Exhibit B-3

3591518000	Unit 1303
3591519000	Unit 1304
3591520000	Unit 1305
3591521000	Unit 1306
3591522100	Unit 1401-0 (combined with 1406)
3591523100	Unit 1402
3591524000	Unit 1403
3591525000	Unit 1404
3591526000	Unit 1405
3591528000	Unit 1501
3591529110	Unit 1502
3591530000	Unit 1503
3591531000	Unit 1504
3591532000	Unit 1505
3591533000	Unit 1506
3591534000	Unit 1601 (combined with 1602)
3591535000	Unit 1602 (combined with 1601)
3591536000	Unit 1603
3591537000	Unit 1604
3591538000	Unit 1605
3591639000	Unit 1606
3591540100	Unit 1701
3591541000	Unit 1702

Exhibit B-4

3591542000	Unit 1703
3591543000	Unit 1704
3591544100	Unit 1705-0 (combined with 1706)
3591546000	Unit 1801
3591547000	Unit 1802
3591548100	Unit 1803
3591549110	Unit 1804

EXHIBIT "C"

PERCENTAGE INTEREST COMMON ELEMENTS

Units	# Units	SF/Unit	Total SF/Unit Type	% Interest /Unit	Total % Interest by Unit Type
2A thru 5A (201 – 501)	4	1641	6564	0.87%	3.47%
6A thru 17A (601 – 1701)	12	1609	19308	0.85%	10.19%
3B thru 5B (302 – 502)	3	2068	6204	1.09%	3.28%
6B thru 17B (602 – 1702)	12	2052	24624	1.08%	13.00%
2C thru 5C (203 – 503)	4	1822	7288	0.96%	3.85%
6C thru 17C (603 – 1703)	12	1837	22044	0.97%	11.64%
2D thru 5D (204 – 504)	4	1520	6080	0.80%	3.21%
6D thru 17D (604 – 1704)	12	1488	17856	0.79%	9.43%
2E thru 5E (205 - 505)	4	1794	7176	0.95%	3.79%
6E thru 17E (605 – 1705)	12	1733	20796	0.91%	10.98%
2F (206)	1	1678	1678	0.89%	0.89%
3F thru 5F (306 – 506)	3	2068	6204	1.09%	3.28%
6F thru 17F (606 – 1706)	12	2005	24060	1.06%	12.70%
Penthouse P-A (1801)	1	4960	4960	2.62%	2.62%
Penthouse P-B (1802)	1	5735	5735	3.03%	3.03%
Penthouse P-C (1803)	1	3744	3744	1.98%	1.98%
Penthouse P-D (1804)	1	5111	5111	2.70%	2.70%
Totals	99		189432		100.00%

Exhibit C

EXHIBIT 2

ORIGINAL EXHIBIT C TO THE SECOND AMENDED AND RESTATED DECLARATION OF OWNERSHIP

EXHIBIT “C”

PERCENTAGE INTEREST COMMON ELEMENTS

Units	# Units	SF/Unit	Total SF/Unit Type	% Interest /Unit	Total % Interest by Unit Type
2A thru 5A (201 – 501)	4	1641	6564	0.87%	3.47%
6A thru 17A (601 – 1701)	12	1609	19308	0.85%	10.19%
3B thru 5B (302 – 502)	3	2068	6204	1.09%	3.28%
6B thru 17B (602 – 1702)	12	2052	24624	1.08%	13.00%
2C thru 5C (203 – 503)	4	1822	7288	0.96%	3.85%
6C thru 17C (603 – 1703)	12	1837	22044	0.97%	11.64%
2D thru 5D (204 – 504)	4	1520	6080	0.80%	3.21%
6D thru 17D (604 – 1704)	12	1488	17856	0.79%	9.43%
2E thru 5E (205 - 505)	4	1794	7176	0.95%	3.79%
6E thru 17E (605 – 1705)	12	1733	20796	0.91%	10.98%
2F (206)	1	1678	1678	0.89%	0.89%
3F thru 5F (306 – 506)	3	2068	6204	1.09%	3.28%
6F thru 17F (606 – 1706)	12	2005	24060	1.06%	12.70%
Penthouse P-A (1801)	1	4960	4960	2.62%	2.62%
Penthouse P-B (1802)	1	5735	5735	3.03%	3.03%
Penthouse P-C (1803)	1	4622	4622	2.44%	2.44%
Penthouse P-D (1804)	1	4243	4243	2.24%	2.24%
Totals	99		189442		100.00%