

DECLARATION OF CONDOMINIUM
OF
HARWOOD COMMONS CONDOMINIUM

Win 5, LLC ("Declarant") hereby declares that the real estate described in Section 1 of this Declaration is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate and the building and other improvements located at 7850 Harwood Avenue, Wauwatosa, Wisconsin shall be known as and described as Harwood Commons Condominium ("Condominium"). The addresses of the units in the Condominium shall be as set forth in the Condominium Plat attached to this Declaration as Exhibit A. Harwood Commons Condominium Owner's Association ("Association") is an incorporated association, and will serve as an association of unit owners under the Act.

1. Condominium Election.

THIS DECLARATION SHALL BE SUBJECT TO WISCONSIN CONDOMINIUM OWNERSHIP ACT PURSUANT TO WISCONSIN STATUTES CHAPTER 703.

2. Description of Land.

The land which is the subject of this Declaration and upon which the building and improvements are and will be located is in the City of Wauwatosa ("City"), Milwaukee County, Wisconsin and is more particularly described in Exhibit A. The current legal description of the property is:

Lot 14 in Assessor's Plat No. 26, being a subdivision of a part of the Southeast 1/4 of Section 21, Town 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

3. Description of Building.

There is one (1) two story building, containing ten (10) units which are set forth in the Plat of Survey in Exhibit A. The Condominium dwelling units in the building are called "Units," and their boundaries are described in Section 4 of this Declaration.

Each Unit will be connected to the municipal sewer and water system and has an individual hot water heater and an individual heating and air conditioning system. All utilities, except sewer and water, for each Unit will be separately metered.

4. Description of Units.

A. Each Unit has an approximate area, and immediate limited common areas and common areas to which it has access as set forth in the Plat of Survey in Exhibit A.

B. The boundaries of each Unit shall consist of that part of the cubic area of the building described as follows:

(1) Horizontal Boundaries

(a) The upper boundaries of the Unit shall be the plane of the undecorated finished ceiling including the first layer of drywall and extended to an intersection with the vertical boundaries; and

(b) The lower boundaries of the Unit shall be the plane of the undecorated finished floor extended to an intersection with the vertical boundaries.

(2) Vertical Boundaries

(a) The vertical boundaries of the Unit shall be the plane of the undecorated finished interior of the perimeter walls including the first layer of drywall and extending to intersections with each other and with the horizontal boundaries.

C. Each Unit shall include the inner surfaces of the finished walls, ceilings, and floors. Windows, moldings, window frames and doors (including all glass in doors), smoke detectors, two car garage and garage door shall be included as part of the Unit.

D. Each Unit contains a living room with connected dining room, kitchen, half bath, full bath and two bedrooms on two floors containing approximately 1,025 square feet and includes the attached two (2) car garage below the Unit.

Each Unit shall also own its air conditioning unit located on the rear balcony of each Unit, its hot water heater and furnace located in the garage of each Unit, and the electric box located at the north end of the building all as set forth on the Plat.

E. There is a joint stairway to the garage and a joint washer and dryer area in between the garages for Units A and B, Units C and D, Units E and F, Units G and H, and Units I and J

("Paired Units"). The washers and dryers shall be shared by and between the Paired Units set forth above. As between the owners of the Paired Units, Units A, C, E, G and I shall be responsible for payment of the gas usage of the jointly used dryer. As between the owners of the Paired Units, Units B, D, F, H and J shall be responsible for payment of the electric usage of the jointly used washer. The gas and electric is metered directly to the Units as set forth above. The washers and dryers for all of the Units and related ventilation shall be owned and maintained by the Association.

F. The structural portions of the buildings shall be common areas. Utility lines, plumbing equipment and heating located outside of the Units or running through a Unit but serving more than one Unit shall be common areas repaired and maintained by and at the expense of the Association. All other utility lines and plumbing equipment within the Unit, and the heating and air conditioning systems, hot water heaters and electric panels serving each Unit shall be considered part of the Unit and repaired and maintained by and at the expense of the Unit owner. The driveway shall be considered a common area to be maintained and repaired at the expense of the Association.

F. If any portion of the common areas shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon a portion of the common areas as a result of the construction, reconstruction or repair of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit or common areas constructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be the boundaries of the Unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit or common area.

G. Choice of exterior materials and colors, including but not limited to window treatments which are visible from the exterior of the Condominium, for the Units shall be subject to prior written approval by the Board of Directors of the Association after application by the Unit owner.

5. Description of Common Areas and Limited Common Areas.

The common areas for the building shall include, but not be limited to the following ("Common Areas"):

- A. Walls, ceilings and floors other than specifically included in each Unit;
- B. Components of plumbing, heating, electrical, telephonic or cable television systems located outside of the Units or running through a Unit serving more than one Unit, and fire alarm/sprinkler systems;
- C. Sewer and water main easements;
- D. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use;
- E. Driveways and walkways;

The limited common areas shall be as follows ("Limited Common Areas"):

- A. All balconies attached to each Unit shall be a limited common area for each respective Unit.
- B. Mailboxes at the front of the Building shall be considered a limited common area for each respective Unit.
- C. The joint stairway to the garages and joint washer and dryer area between the Paired Units shall be limited common areas for the respective Units.
- D. The concrete pad in the rear of the building shall be a limited common area for the Association for the placement of a garbage dumpster.

6. Unit Value for Common Area Ownership and Voting.

The property shall be administered and operated by an association, known as "Harwood Commons Owner's Association, Inc" ("Association") and in accordance with the By-Laws of said Association. The Declarant shall file Articles of Incorporation of Harwood Commons Condominium Owner's Association, Inc. with the Wisconsin Department of Financial Institutions upon recording of this Declaration.

The Declarant shall have control over the Association for the earlier of three (3) years or thirty (30) days after the conveyance of 75% of the common element interest to purchasers. However, Declarant may chose to turn over control of the Association at an earlier time. After the turnover of control of the Association, the Declarant's rights in the Association shall only be as an owner of a Unit or Units.

The affairs of the Association shall be managed by a Board of Directors. Prior to the conveyance of 25% of the common element interest to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect 25% of the directors. Prior to the conveyance of 50% of the common element interest to purchasers, the Association shall hold a meeting and

the Unit owners other than the Declarant shall elect 33 1/3% of the directors. Not later than 45 days after the expiration of any period of Declarant control, the Association shall hold a meeting and the Unit owners, by majority vote, shall elect a board of at least 3 directors and officers of the Association. The directors and officers shall take office upon election.

Each Unit and its owner shall have an equal undivided percentage interest in common with all other Units and Unit owners in the common areas and limited common areas. The owners of a Unit shall be members of the Association and entitled to one (1) vote for each Unit owned. At such time as an owner's ownership interest in a Unit ceases for any reason, his or her membership in the Association shall automatically cease. The powers and duties of the Association shall include those set forth in this Declaration and those set forth in the By-Laws.

7. Assessments.

A. The Association shall annually adopt a budget of common expenses and levy assessments on Units as provided in this Declaration and in the By-Laws. Regular assessments shall be levied on an annual basis but may be due and payable in monthly installments on the first day of each month as determined by the Board of Directors. Such assessments shall be prorated equally between the Units. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the By-Laws or as established by the Board of Directors.

B. If any Unit owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Unit owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Unit owners shall be personally liable for assessments and a lien shall be imposed against such owner's Unit for any unpaid assessments. The lien shall be effective as of the filing of a notice thereof in the office of the clerk of circuit court for Milwaukee County, Wisconsin pursuant to Wisconsin Statutes. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens.

C. All taxes, assessments and charges that may become liens prior to the first Mortgage under local law relate only to the individual Units and not the Condominium project as a whole.

D. Notwithstanding anything in this Declaration to the contrary, Declarant shall not be required to pay the monthly

Association dues and shall only be obligated to pay the actual monthly expense associated with any unit(s) owned by Declarant which is being held for sale. Specifically, the Declarant shall not be required to pay any funds towards the reserve account.

8. Maintenance.

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

A. The owner of each Unit shall (1) maintain in good condition and repair and replace all of the components or installations within or appurtenant to the Unit, which are not common areas or limited common areas, including, but not limited to, all utility lines and installations, air conditioning units, furnaces, hot water heaters, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors and windows, including garage doors, and electrical panels and (2) paint and decorate the perimeter and other walls and surface areas within the Unit.

B. The Association shall maintain in good condition and repair, replace and operate all other parts of the property, including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multifamily building, garages, limited common area porches, the utility lines, conduits, pipes, wires and ducts utilized in common, sidewalks, walkways, and all of the common areas, limited common areas and facilities exterior to such buildings and facilities appurtenant to a Unit which are not the obligation of the owner of a Unit to maintain.

C. An owner of a Unit shall in no case paint or otherwise decorate or change the appearance of any portion of the property outside his or her Unit or make any interior modifications to the Unit which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs the responsibility for which is that of the Association.

D. The Association shall be responsible for arranging for snow removal of the driveways and walkways leading to the garage, and entrance of each Unit. Such maintenance shall be included in the annual budget and Association dues. The Board of Directors shall determine all specifics related to snow removal.

E. The Association shall be responsible for lawn maintenance. Such maintenance shall be included in the annual budget and Association dues. The Board of Directors shall determine all specifics related to the lawn care.

9. Residential Use.

All Units and the building containing the Unit are intended primarily for and shall be largely restricted to use for residential purposes only. An owner may lease his or her Unit limited to a single one-year period only if all the following conditions are met:

1. The owner has owned the Unit for at least two years, and
2. The owner has applied in writing (through the U.S. Postal Service to obtain a postmark) to one of the directors of the Association for permission to rent, and
3. The rental of this Unit will not exceed a 20 percent (or two Unit) maximum rental for the total property at any time.
4. Subject to final approval by a majority vote of the Association.

The following rules apply:

The one-year period that is approved begins up to one month after approval of the Association. The Association shall notify the owner in writing of the dates of the approved rental period.

Any leasing contract that the owner extends to a potential renter must not be for a time period longer than the period approved in writing by the Association.

In no case shall an owner be allowed to rent a Unit for more than the single one-year period of time proscribed above.

Given the two-Unit maximum rentals allowed, if more than one owner seeks approval to rent and there are limited approvals available, the owner's letter with the earliest postmark will be accepted. If more than one owner's letter has the same date on the postmark, the owner who has owned the longest shall prevail.

An owner cannot at any time rent (nor may a renter sublease) any room or any subdivision of a Unit.

F. The Association shall own and maintain the concrete pad in the rear of the building which shall be used for the placement of a garbage dumpster.

9. Residential Use.

All Units and the building containing the Unit are intended for and shall be restricted to use for residential purposes only. An owner may not lease his or her Unit. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided. However, pending the initial sale of the Units, Declarant may rent any or all of the Units until the first conveyance of said Unit to another party.

10. Service of Process.

Service of process shall initially be made on Ogden & Company, Inc., C/O Debbe Geralt, 1665 N. Water Street, Milwaukee, Wisconsin 53202, until such time as Seventy-Five percent (75%) of the Units are sold. Upon the sale of 75% of the Units by the Declarant, service of process shall be made upon such person and at such other location or locations as may be from time to time designated by the Association.

11. Insurance Coverage.

The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the building and other improvements upon the property in an amount equal to the maximum insurable replacement value, which amount shall be reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners and their mortgagees for the express purpose of reconstruction and repair as provided above. The foregoing provisions of this paragraph are without prejudice to the right of any owner to obtain individual Unit insurance; provided, however, that no owner shall be entitled to exercise his or her right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this paragraph. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts

and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

12. Further Matters.

A. All present and future owners of Units, tenants of those owners and any other occupants of Units, employees of owners, or any other persons who in any manner use or come upon the Condominium or any part of the Condominium shall be subject to and shall comply with the provisions of this Declaration, the By-laws and rules and regulations adopted pursuant to those instruments, as those instruments may be amended from time to time. The provisions contained in the instruments shall bind any person having at any time any interest or estate in the Unit, as though the provisions were recited and fully stipulated in each deed, conveyance or lease. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by provisions of the Act.

B. Rules and regulations (in addition to the By-laws) concerning the use of the Units and the common areas and limited common areas, including provisions limiting keeping of animals and other pets, may be established and amended by the Board of Directors of the Association. Copies of these rules and regulations shall be furnished by the Board of Directors of the Association to each Unit owner prior to the effective date of the rules and regulations.

13. Declarant's Use of Property.

Pending the completion and sale of all of the Units on all the Condominium property to which this Declaration is applicable, Declarant or its successors may use the common areas, limited common areas and facilities and any unsold Units on such Condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs.

14. Amendment of Declaration.

This Declaration may be amended from time to time by the affirmative vote or written consent of at least 2/3 of the total Unit owners, except that, no amendment shall change the rights of the Declarant as set forth in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an

appropriate certification entitling the same to be recorded and shall not become effective until recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

15. Additional Rights of Lenders.

A. As to the holder of any mortgage and as to any land contract vendor ("Lender") of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in Section 10 of this Declaration that it desires to receive notice of the following matters:

- (1) The Board of Directors of the Association shall give the lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration or the By-laws;
- (2) The Board of Directors of the Association shall give the lender by mail a copy of the notice of default which is given to any Unit owner on any failure to comply with or violation of any of the provisions of this Declaration or the By-laws and rules and regulations, at the time of notice to any Unit owner; and
- (3) The Board of Directors of the Association shall notify the lender of physical damage to the structure, fixtures or equipment of a Unit in an amount exceeding \$5,000 when such damage is known to the Board of Directors and shall notify all lenders if common areas of the Condominium are damaged in an amount exceeding \$10,000 or if the common areas become the subject of condemnation or eminent domain proceedings.

B. Unless at least 2/3 of the first mortgagees (based on one vote for each first Mortgage owned) or owners (other than the sponsor, developer or builder) of the individual Units have given their prior written approval the Association shall not:

- (1) Change the undivided percentage interest in the common areas of the Condominium relating to the Unit;
- (2) Change the pro rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards;

- (3) Partition or subdivide any Unit or abandon, partition, subdivide, encumber, or convey the common areas of the Condominium (granting of easements for public utilities excepted);
- (4) By act or omission seek to abandon the Condominium status of the Condominium; or
- (5) Use hazard insurance proceeds for losses to the Condominium property for other than the repair of the property, except as authorized by law.

C. A lender who comes into possession of a Unit pursuant to the remedies provided in the mortgage or land contract, a foreclosure of the mortgage or land contract, or a deed (or assignment) in lieu of foreclosure, shall not be liable for more than six months of the Unit's unpaid regularly budgeted dues or charges accrued before the acquisition of the title to the Unit by the mortgagee.

16. Destruction and Reconstruction.

In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. On reconstruction, the design, plan and specifications of any Unit may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any Unit may not vary more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction.

However, if a Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit owners having 75% or more of the votes. In the case 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 interest in the common areas, and shall be distributed in accordance with the priority of interest in each Unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the

insurance proceeds, and the Unit owners shall be equally assessed for the deficiency.

17. Dispute Resolution.

(a) Disputes. Any dispute arising with respect to this Declaration or the terms and conditions of Harwood Commons Condominiums Owner's Association Bylaws ("Bylaws") shall be settled by arbitration in Milwaukee, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then operating rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction.

(b) Costs. In any proceeding with respect to any dispute arising under the Declaration or Bylaws, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

IN WITNESS WHEREOF, John Stern, Managing Member of Win 5, LLC, has caused this Declaration to be executed as of this ____ day of April, 2004.

Win 5, LLC

John Stern, Managing Member

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of April, 2004, the above named John Stern, known to me to be the person who executed the above Declaration of Condominium of Harwood Commons Condominium and acknowledged to me that he executed the same.

Notary Public, State of Wisconsin
My Commission is permanent

This instrument was drafted by:
Lisa Kleiner Wood
McNally, Maloney & Peterson, S.C.

DOC # 10972308

RECORDED
04/27/2020 07:35 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.***

**FIRST AMENDMENT TO CONDOMINIUM
DECLARATION**

HARWOOD COMMONS CONDOMINIUM

Record this document with the Register of
Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202

See Exhibit B

(Parcel Identification Number)

Harwood Commons Condominium was created by a Declaration, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on the 26th day of April, 2004, as Document No. 8770324 (the "Declaration"), which affects the real property described on the attached Exhibit A;

WHEREAS, Harwood Commons Condominium Owner's Association, Inc. (the "Association"), pursuant to the rights reserved in Article 14 of the Declaration, desires to amend the Declaration to amend the restrictions on leasing of Units and insurance provisions as detailed below;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Article 9 shall be replaced entirely by ~~striking out~~ the previous language and inserting the underlined language to read as follows:

~~9. Residential Use. All Units and the building containing the Unit are intended for and shall be restricted to use for residential purposes only. An owner may not lease his or her Unit. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided. However, pending the initial sale of the Units, Declarant may rent any or all of the Units until the first conveyance of said Unit to another party.~~

9. Leasing Restrictions. All Units and the building containing the Unit are intended primarily for and shall be largely restricted to use for residential purposes only. An owner may lease his or her Unit limited to a single one-year period only if all the following conditions are met:

- a. The owner has owned the Unit for at least two years, and
- b. The owner has applied in writing (through the U.S. Postal Service to obtain a postmark) to one of the directors of the Association for permission to rent, and
- c. The rental of this Unit will not exceed a 20 percent (or two Unit) maximum rental for the total property at any time.
- d. Subject to final approval by a majority vote of the Association.

The following rules apply:

The one-year period that is approved begins up to one month after approval of the Association. The Association shall notify the owner in writing of the dates of the approved rental period.

Any leasing contract that the owner extends to a potential renter must not be for a time period longer than the period approved in writing by the Association.

In no case shall an owner be allowed to rent a Unit for more than the single one-year period of time proscribed above.

Given the two-Unit maximum rentals allowed, if more than one owner seeks approval to rent and there are limited approvals available, the owner's letter with the earliest postmark will be accepted. If more than one owner's letter has the same date on the postmark, the owner who has owned the longest shall prevail.

An owner cannot at any time rent (nor may a renter sublease) any room or any subdivision of a Unit. Short term or transient rentals of Units (i.e. Air Bnb, VRBO) are prohibited.

Article 11 shall be amended by ~~striking out~~ the previous language and inserting the underlined language to read as follows:

11. Insurance Coverage.

~~The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the building and other improvements upon the property in an amount equal to the maximum insurable replacement value, which amount shall be reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners and their mortgagees for the express purpose of reconstruction and repair as provided above. The foregoing provisions of this paragraph are without prejudice to the right of any owner to obtain individual Unit insurance; provided, however, that no owner shall be entitled to exercise his or her right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this paragraph. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and~~

~~with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.~~

- A. 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 lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all 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.
- B. 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:
- i. Worker's compensation insurance;
 - ii. 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;
 - iii. Directors and Officers Insurance covering the officers, directors, property managers and volunteers;
 - iv. 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 at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year 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.

- C. Insurance Deductible.** In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss originates in more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to

any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

This First Amendment to the Declaration complies with the requirements of the Declaration at Article 14 and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than two thirds (2/3) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Condominium Act.

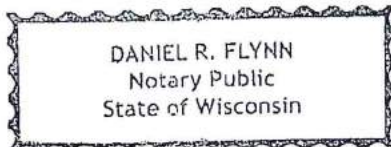
IN WITNESS WHEREOF, the Association has executed this First Amendment to Declaration of Condominium for Harwood Commons Condominium this 20 day of April, 2020

HARWOOD COMMONS CONDOMINIUM OWNER'S
ASSOCIATION, INC., a Wisconsin Non-Stock
Corporation,

By: Amy L. Smith
Amy L. Smith, President
Harwood Commons Association

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This document was acknowledged before me by Amy L. Smith as President of Harwood Commons Condominium Owner's Association, Inc. on this 20th day of APRIL, 2020



Daniel R. Flynn
Notary Public, State of Wisconsin
Name: Daniel R. Flynn
My Commission Expires: 1-23-2023

This document was drafted by:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street, #1900
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 together with said unit's undivided appurtenant interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit), all in Harwood Commons Condominium created by a "Declaration of Condominium" recorded on April 26, 2004, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 8770324, and any amendments thereto, and by its Condominium Plat. Said land being in the City of Wauwatosa, Milwaukee County, Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
371027700	7850 Harwood Avenue, Unit 1
371027800	7850 Harwood Avenue, Unit 2
371027900	7850 Harwood Avenue, Unit 3
371028000	7850 Harwood Avenue, Unit 4
371028100	7850 Harwood Avenue, Unit 5
371028200	7850 Harwood Avenue, Unit 6
371028300	7850 Harwood Avenue, Unit 7
371028400	7850 Harwood Avenue, Unit 8
371028500	7850 Harwood Avenue, Unit 9
371028600	7850 Harwood Avenue, Unit 10

BY-LAWS OF
HARWOOD COMMONS CONDOMINIUM OWNER'S ASSOCIATION, INC.
ADOPTED AS OF _____, 2004

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NAME AND LOCATION

SECTION 1. NAME. The name of this Association shall be Harwood Commons Condominium Owner's Association, Inc., an incorporated association ("Association").

SECTION 2. LOCATION. The initial principal office of the Association shall be located at Ogden & Company, Inc., C/O Debbie Bralts, 1665 N. Water Street, Milwaukee, Wisconsin 53202. Upon the sale of 75% of the Units by Declarant, or prior to that time as indicated by Declarant, the Association shall have offices at such other places as the Board of Directors may from time to time determine or the Association from time to time require.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

SECTION 1. APPLICATION. These By-Laws, together with the Declaration of Condominium of Harwood Commons Condominium, the Wisconsin Condominium Ownership Act, all amendments to the foregoing and all rules and regulations passed by the Association shall apply to, govern and control the condominium property located at and near 7850 Harwood Avenue, Wauwatosa ("Condominium"), and by and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit, hereafter called a "Unit," on the property, will signify the acceptance and ratification of these By-Laws.

SECTION 2. MEMBERS. The members of the Association shall consist of the Unit owners who have record title in their names.

SECTION 3. INITIAL ORGANIZATION. Notwithstanding any provision set forth in these By-Laws to the contrary, John Stern as member of Win 5, LLC ("Developer") shall designate the initial Board of Directors consisting of three (3) persons who shall have the rights and powers reserved to the Board of Directors under these By-Laws. Such members of the Board of Directors, or their successors, as designated by Developer, shall take office until their successor is elected by the Association as set forth below. The Board of Directors may retain a manager for the Condominium. The Board of Directors shall have the rights and powers reserved to the Board of Directors under these By-Laws.

Prior to the conveyance of 25% of the common element interest to purchasers, the Association shall hold a meeting and the Unit owners other than the Developer shall elect one member of the Board of Directors. Upon election of a new member of the Board of Directors, the Developer shall designate one of the three appointed Board members to resign.

At such time as thirty (30) days after the conveyance of 75% of the common element interests to purchasers, or three years, whichever is earlier, has elapsed, the Board of Directors appointed by the Developer shall resign and a meeting shall be held by the Association and the new Board of Directors shall be elected as set forth in Article V below. The initial Board of Directors shall appoint the officers of the Association.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

SECTION 1. VOTING. Each Unit shall have one (1) vote. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item voted upon. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting.

Unit owners shall be prohibited from voting if the Association has recorded a statement of lien on his or her Unit.

In the event of a needed repair or capital improvement with a cost of \$5,000.00 or more, the Association shall vote on the matter as set forth above. However in the event that the Unit owners cannot agree after three (3) votes on the matter, the matter shall be sent to binding arbitration. The arbitrator shall be appointed by the then acting president of the Milwaukee Bar Association. Arbitration fees shall be paid by the Association and the Association is entitled to increase Unit dues to pay all expenses of the arbitration.

SECTION 2. MAJORITY OF OWNERS. As used in these By-Laws, the term "majority of owners" shall mean a majority of the total number of Unit owners present and voting at a regular or special meeting, not on a majority of the total number of Unit owners.

SECTION 3. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

SECTION 4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

MEETINGS

SECTION 1. PLACE OF MEETINGS. Meetings of the Associations shall be held at its principal office or such other suitable place convenient to the owners as may be designated by the Board of Directors.

SECTION 2. ANNUAL MEETINGS. The annual meetings of the Association shall be held on the first Friday of January of each year. The owners may transact all business of the Association as may properly come before them.

SECTION 3. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds of the owners present, either in person or by proxy.

SECTION 4. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

SECTION 5. ADJOURNED MEETINGS. If any meeting of owners cannot be organized because a quorum has not attended, the owners

who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 6. ORDER OF BUSINESS. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors (when applicable).
- (g) Unfinished business.
- (h) New business.

SECTION 7. ROBERTS RULES. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

ARTICLE V

BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors composed of Three Unit owners.

SECTION 2. ELECTION AND TERM OF OFFICE. Directors shall be elected by a Majority Consent, as set forth in Article III, Section 2 above, by the Unit owners at each annual meeting of the Association. The term of each Director shall be staggered, with at least one-third of the directors having terms that expire annually. At such time as an owner's ownership interest in a Unit ceases for any reason, his or her term as Director and membership in the Association shall automatically cease.

SECTION 3. POWERS AND DUTIES. The Board of Directors shall have the powers and duties as are necessary for the administration of the Condominium property and among other duties, carry out the following:

- (1) Make rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Condominium property;

(2) Make and collect assessments from the Members in accordance with the provisions of the Declaration of Condominium, and expend such assessments for insurance, utility services, maintenance, repair and operation of the common areas, limited common areas and facilities of the Condominium property or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

(3) Execute contracts on behalf of the Association, employ necessary personnel and carry out all functions and purposes necessary for the operation of the Condominium property;

(4) Satisfy all liens against the Condominium property and pay necessary expenses connected therewith;

(5) Employ a managing agent to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this Section;

(6) Perform such other functions as required by law.

SECTION 4. FEES. No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific resolution of the Members.

SECTION 5. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but the Board of Directors shall meet at least quarterly. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or facsimile, at least five (5) days prior to the day named for such meeting.

SECTION 6. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director, given personally or by mail, telephone or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

SECTION 7. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place

thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 8. BOARD OF DIRECTORS' QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 9. FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association, except the Declarant, handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

SECTION 1. DESIGNATION. The principal officers of the Association shall be a President, a Vice President, Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

SECTION 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board.

SECTION 3. PRESIDENT. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of president of an Association.

SECTION 4. VICE PRESIDENT. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the president nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on

an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

SECTION 5. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he or she shall have charge of such books and papers as the Board of Directors may direct and he or she shall, in general, perform all the duties incident to the office of Secretary.

SECTION 6. TREASURER. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

SECTION 7. COMPENSATION. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the membership.

ARTICLE VII

BUDGET, ASSESSMENTS AND DEPOSITORIES

SECTION 1. BUDGET. The Board of Directors shall from time to time but at least once each year adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, the maintenance and repair of the exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities, lawn care and snow removal; the cost of insurance of all types; management, maintenance and security personnel; administration costs; reserves and any other expense item inuring to the benefit of all Unit Owners. The Directors shall determine what sums, if any, will be required for improvements, capital expenditures or other operations not included in the above which shall be included in the budget.

SECTION 2. ASSESSMENT. The estimate of the charges to be paid during each year by each Unit Owner for the share of the common expenses in accordance with the provisions of the Declaration of Condominium shall be assessed against each Unit and paid monthly or at such time as provided in resolutions by the

board, with the first disbursement payment being made, on a prorated basis where proper, upon receipt by the owner of his deed to his Condominium Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments not paid on or before ten (10) days when due shall bear interest at the rate of ten percent (10%) per annum from the due date. No owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event of a failure on the part of a Unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Directors shall take appropriate measures as may be allowable by law.

SECTION 3. DEPOSITORIES. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board of Directors and shall be withdrawn therefrom only upon check or order signed by the officers who shall be from time to time designated by the Board of Directors for that purpose.

ARTICLE VIII

OBLIGATIONS OF THE OWNERS

SECTION 1. MAINTENANCE AND REPAIR.

(a) Every owner must perform promptly all maintenance and repair work within his or her own Unit and within the facilities appurtenant to his or her Unit, and is expressly responsible for the damages and liabilities that his or her failure to do so may engender.

(b) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area or limited common area and facility in any manner damaged by him or her or any occupant, guest or other invitee of his or her Unit.

SECTION 2. INTERNAL CHANGES. An owner shall not make an alteration of a structural nature within his or her Unit without previously notifying the Association in writing, through the management agent, if any, or through the President if no management agent is employed and specifying in such notice the alteration proposed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean there is no objection to the proposed alteration.

SECTION 3. USE OF COMMON AREAS, LIMITED COMMON AREAS AND FACILITIES. No owner shall place or cause to be placed any objects of any kind in the common areas without the prior approval of the Association.

SECTION 4. RIGHT OF ENTRY.

(a) Each owner grants the right of entry to his or her Unit to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency whether the owner is present at the time or not.

(b) Each owner shall permit the management agent or any other person authorized by the Board of Directors or other owners, or their representatives, when so required, to enter his or her Unit for the purpose of performing installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

SECTION 5. RIGHT OF CONDUCT.

(a) No resident shall post any advertisements or posters of any kind in or on the Condominium property.

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other residents.

(c) Only two (2) domestic animals may be kept in accordance with the Municipal Sanitary Regulations and such other rules and regulations as may be adopted by the Board of Directors. However, the two pets may consist of:

1. Not more than one (1) dog which does not exceed 70 pounds and is spayed or neutered;
2. Cats must be spayed or neutered;
3. Birds may not exceed six (6) inches in height measured from foot to head.

All Unit owners must clean up after their pets if the pets are in the common areas and/or limited common areas.

(d) It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the Units.

(e) It is prohibited to throw garbage or trash outside the disposal receptacles.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, machines or air-conditioning units, etc., on the exterior of the property or that protrude and/or are attached through the walls or the roof of any building, however, each Unit may install one satellite dish on the rear of the Unit. In the event that a Unit owner installs a satellite dish, the Unit owner shall be solely responsible for repairing any damage caused by the satellite dish including but not limited to holes in the siding.

(g) There shall be no storing of inoperable vehicles on the driveways, outdoor parking spaces or garages and no repairs of vehicles on the driveways, outdoor parking spaces or in the garage.

(h) Boats and/or boat trailers shall only be parked in the inside garage spaces. There shall be no parking of boats and/or boat trailers in the outside parking spaces or in the driveway.

(i) There shall be no sheds on the property.

(j) There shall be no temporary or permanent attachments to the siding which would cause a hole in the exterior of the Unit.

ARTICLE IX

AMENDMENTS

SECTION 1. BY-LAWS. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners of at least two-thirds (2/3) of the total Units.

ARTICLE X

MORTGAGES

SECTION 1. NOTICE TO ASSOCIATION. An owner who mortgages his or her Unit(s), shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his or her mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

SECTION 2. NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the owner of such Unit.

ARTICLE XI

CONFLICTS

SECTION 1. These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of said statute, or the Declaration of Condominium of The Borders Condominium, it is hereby agreed and accepted that the provisions of the statute or the Declaration, as the case may be, will control.