DISCLOSURE MATERIALS

PARNELL WOODS CONDOMINIUMS
5582 South 27th Street
Milwaukee, WI 5322I

Seller:_____

Unit Address: _____

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER, IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

Reprinted August 2006



5582 South 27th Street
Milwaukee, WI 53221

DECLARATION
OF
CONDOMINIUM

UNOFFICIAL COPY

4879061

DECLARATION OF CONDOMINIUM

OF

PARNELL WOODS

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 3:00 P.M.
on OCT 29 1974
Reel 818 Image 372 to 405
Walter A. Nowicki incl.
REGISTER OF DEEDS

I.

PURPOSE OF THIS DECLARATION

WALTER A. NOWICKI, hereinafter referred to as the "Developer", for himself, his heirs, personal representatives and assigns, does hereby declare that the property hereinafter described shall be and is subjected to the Unit Ownership Act of the State of Wisconsin created under Chapter 703 of the Wisconsin Statutes 1969 and to the provisions of this Declaration of Condominium.

The name by which this Condominium is to be identified is "PARNELL WOODS".

II.

DESCRIPTION OF THE PROPERTY SUBJECT TO THE DECLARATION

The lands which the Developer does hereby and herewith submit and subject to the Condominium Form of ownership under the Wisconsin Statutes applicable thereto are described as follows:

All that part of the NW 1/4 of Section 31, T 6 N, R 22 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:
Commencing at the Northwest corner of said NW 1/4 Section; thence S 0° 40' 40" West along the West line of said 1/4 Section, 660.09 feet; thence N 89° 58' 10" E, 80.00 feet to the East right-of-way line of South 27 Street and the place of beginning of the lands to be described; thence continuing N 89° 58' 10" E, 485.00 feet; thence S 0° 40' 40" W, 660.02 feet; thence S 89° 56' 05" W, 485.00 feet to a point on the East right-of-way line of South 27 St; thence N 0° 40' 40" E along said East line, 660.28 feet to the place of beginning. Said lands containing 7.3495 Acres (320,146 sq. ft.) in area both net and gross.

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III.

PLAN OF DEVELOPMENT

The plan of development is described and established as follows:

A. SURVEY AND PLOT PLAN

A plat of survey of the property showing the location of the buildings thereon and the size thereof is attached hereto and made a part hereof as Exhibit "A".

B. EASEMENTS

Easements as shown on the plat of survey and as may be required are reserved throughout the Condominium property for utility services, installation of sewer, water and utilities in order to serve the Condominium units adequately.

C. IMPROVEMENTS

The improvements on the land will consist of ten (10) apartment buildings containing a total of One Hundred (100) apartments, plus Two Hundred Twenty (220) automobile parking spaces. Each building will consist of a basement and two stories of living units. Each building will be constructed substantially in accordance with plans and specifications prepared by Robert Gahl of Miller, Waltz, Diedrich, Architects & Associates, Inc., and the Plans and Specifications are identified by the architect's signature as required by the Wisconsin Statutes and are numbered as his Plan #414. A copy of such plans and specifications, and a set of the floor plans of the buildings are made part and parcel hereof as

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required under Section 703.13 of the Wisconsin Statutes. The plans contain a certification by the Architect that the same are an accurate copy of the plans of the buildings as filed with and approved by the City of Milwaukee, and any other governmental subdivision or public agency having jurisdiction over the issuance of permits for the construction of buildings as required under Section 703.13 of the Wisconsin Statutes.

The buildings shall be constructed principally of concrete block, cedar siding, wood, face brick veneer, frame construction, with composition shingle roofs, and concrete slabs in the basements. All living units shall have two (2) stories of living space and a full basement, and shall consist of the following four (4) types:

TYPE A: - 12 units total

Type A consists of a basement; a first floor containing a living room, a combination kitchen and dining area and a powder room; and a second floor containing one bedroom, a den, and a full bathroom, and storage area, having approximately 1180 square feet of living area and 555 square feet of basement, measured from outside wall to outside wall.

TYPE B: - 51 units total

Type B consists of a basement; a first floor containing a living room, a combination kitchen and dining area and a powder room; and a second floor containing two bedrooms, a full bathroom, and storage area, having approximately 1300 square feet of living area and 555 square feet of basement, measured from outside wall to outside wall.

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TYPE C: - 17 units total

Type C consists of a basement; a first floor containing a living room, a combination kitchen and dining area, and a powder room; and a second floor containing two bedrooms, a full bathroom, and storage area, having approximately 1220 square feet of living area and 555 square feet of basement, measured from outside wall to outside wall.

TYPE D: - 20 units total

Type D consists of a basement; a first floor containing a living room, a combination kitchen and dining area, and a powder room; and a second floor containing three bedrooms and a full bathroom, having approximately 1370 square feet of living area and 610 square feet of basement area, measured from outside wall to outside wall.

The buildings will contain a total of twelve (12) Type A units; fifty-one (51) Type B units; seventeen (17) Type C units; and twenty (20) Type D units, for a total of One Hundred (100) units. The unit number of each unit in each building, its type, and a statement of its location, its approximate area, the number of rooms in each apartment, and its relative location in the building of which it is a part are set forth in the Plans and Specifications annexed hereto in sufficient detail so that each unit, the common elements, and the limited common elements can be determined by location, dimension, and size.

D. DESCRIPTION OF BUILDINGS AND UNITS CONTAINED THEREIN

BUILDING NO. 1 contains 12 apartments as follows:

TYPE A: Unit #4

TYPE B: Units #2 - 5 - 6 - 9 - 10 - 11

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TYPE C: Units #3 - 7 - 8

TYPE D: Units #1 - 12

BUILDING NO. 2 contains 10 apartments as follows:

TYPE A: Unit #4

TYPE B: Units #2 - 5 - 6 - 9

TYPE C: Units #3 - 7 - 8

TYPE D: Units #1 - 10

BUILDING NO. 3 contains 8 apartments as follows:

TYPE A: Units #3 - 4

TYPE B: Units #2 - 5 - 6 - 7

TYPE C: Units - none

TYPE D: Units #1 - 8

BUILDING NO. 4 contains 10 apartments as follows:

TYPE A: Unit #7

TYPE B: Units #2 - 3 - 4 - 5 - 6 - 9

TYPE C: Unit #8

TYPE D: Units #1 - 10

BUILDING NO. 5 contains 12 apartments as follows:

TYPE A: Unit #4

TYPE B: Units #2 - 5 - 6 - 9 - 10 - 11

TYPE C: Units #3 - 7 - 8

TYPE D: Units #1 - 12

BUILDING NO. 6 contains 10 apartments as follows:

TYPE A: Units #5 - 6

TYPE B: Units #2 - 3 - 4 - 7 - 8 - 9

TYPE C: Units - none

TYPE D: Units #1 - 10

BUILDING NO. 7 contains 10 apartments as follows:

TYPE A: Unit #4

TYPE B: Units #2 - 5 - 6 - 9

TYPE C: Units #3 - 7 - 8

TYPE D: Units #1 - 10

BUILDING NO. 8 contains 12 apartments as follows:

TYPE A: Unit #4

TYPE B: Units #2 - 5 - 6 - 9 - 10 - 11

TYPE C: Units #3 - 7 - 8

TYPE D: Units #1 - 12

BUILDING NO. 9 contains 10 apartments as follows:

TYPE A: Unit #7

TYPE B: Units # 2 - 3 - 4 - 5 - 6 - 9

TYPE C: Unit #8

TYPE D: Units # 1 - 10

BUILDING NO. 10 contains 6 apartments as follows:

TYPE A: Unit #2

TYPE B: Units #3 - 4 - 5

TYPE C: Unit - none

TYPE D: Units #1 - 6

E. OTHER IMPROVEMENTS

The Development includes an automobile parking area, landscaping, walks, recreational and storage building, an outdoor swimming pool, and open spaces which are part of the common elements, and the same have been, or will be constructed by the Developer substantially in accordance with the plans and specifications hereinabove referred to.

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F. THE APARTMENT UNIT

Each unit shall include that part of the building of which the unit is a part which lies within the boundaries of the unit, and which boundaries are as follows:

1. HORIZONTAL BOUNDARIES

The upper and lower boundaries of each unit shall be:

(a) Upper Boundary:

The plane of the under surfaces of the chords of the roof trusses, ceiling joists of roof, or rafters.

(b) Lower Boundary:

The plane of the under surfaces of the floor slab of the basement, and the plane of the under surface of any portion of the unit extending outward and beyond the vertical boundary of the first floor of the unit.

2. VERTICAL BOUNDARIES

(a) Exterior Building Walls:

The interior plane of the structural members of the walls of the building bounding a unit, including the dry wall portion thereof, and including window sashes, frames, and the glass of the windows, and also all doors constituting the entrances, both rear and front.

(b) Interior Building Walls:

The plane of the center line of interior walls which bound a unit.

In interpreting the boundaries of the units created under this Condominium, the provisions of Section 703.13 of the Wisconsin Statutes shall apply.

G. COMMON AREAS AND LIMITED COMMON AREAS:

1. COMMON AREAS:

(a) The common areas and facilities shall include the land and all other parts of the Condominium not within the boundaries of the units and shall include those which

are applicable and which are designated in Section 703.02(6) of the Wisconsin Statutes.

(b) The recreational and storage building shown on the annexed plans and specifications and on the plat of survey, and the swimming pool shall be deemed to be a "common area".

(c) Unassigned automobile parking spaces shown on the annexed plot plan.

2. LIMITED COMMON AREAS AND FACILITIES:

(a) Such patios and front entrances as are designated on the plat of survey attached hereto which are immediately adjacent and abutting to a unit and reserved for its exclusive use, and appropriately marked as limited common areas.

(b) Such parking spaces, including carports adjacent to living units and reserved for the exclusive use of the owner of said unit, all as shown on the annexed exhibits.

The use and maintenance of the limited common areas shall at all times be subject to reasonable rules and regulations as may be prescribed and established by the Developer or the Association of the Condominium Owners.

H. COMMON ELEMENTS LOCATED INSIDE UNITS:

Each unit owner shall have an easement in common with owners of all other units in the building of which the unit is a part to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other common elements located in other units through which individual units are served. Each unit shall be subject to an easement in favor of the owners of all other units in the building to use such pipes, wires, ducts, flues, cables, etc., and other common elements which serve such other units and located outside the boundaries of such unit.

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IV.

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES

A. The owners of each of the units contained in the Condominium shall be entitled to an undivided interest in and to the land, and the common areas and facilities, the limited common areas, and the common surpluses, if any, and shall likewise share in the common expenses and operation and maintenance of the Condominium, in the proportions hereinafter shown, to-wit:

1. TYPE A Apartments shall each be entitled to .93% of the common and limited common areas and facilities, and shall bear the same percentage of the common expenses and shall have the same percentage in the common surpluses, if any.

2. TYPE B. Apartments shall each be entitled to 1.0% of the common and limited common areas and facilities, and shall bear the same percentage of the common expenses and shall have the same percentage in the common surpluses, if any.

3. TYPE C Apartments shall each be entitled to .9% of the common and limited common areas and facilities, and shall bear the same percentage of the common expenses and shall have the same percentage in the common surpluses, if any.

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4. TYPE D Apartments shall each be entitled to 1.127% of the common and limited common areas and facilities, and shall bear the same percentage of the common expenses and shall have the same percentage in the common surpluses, if any.

Each unit shall be deemed to be an independent property capable of independent use and fee simple ownership, and the owner or owners of each unit shall likewise own as an appurtenance to such unit an undivided interest in and to the common and limited areas as hereinabove set forth.

V.

STATEMENT OF PURPOSES

The buildings and each of the living units contained therein are intended to be used for and are restricted to residential uses only and for no other purposes whatsoever. Units may be rented for terms of not less than one (1) month. No rooms may be rented and no transient tenants may be accommodated. All owners of all units within the Condominium shall comply with all the rules and regulations which may be established by the Association of the Condominium from time to time, or as may be provided by the By-Laws of the Association.

VI.

AMENDMENTS TO PLANS AND COMPLETION OF IMPROVEMENTS

The Developer reserves the right to change the interior design of all units and alter boundaries between units, so long as the Developer owns the units so altered, provided, however, that no change shall increase the number of units, nor alter the boundaries of the limited common facilities, nor change the common

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areas and facilities without a written supplement to this Declaration. As such alterations are made, a Supplement to this Declaration reflecting such alterations may be signed and acknowledged by the Developer and by the holder of any mortgage on any of the units so affected.

VII.

SERVICE OF PROCESS

Service of process, pursuant to the requirements of Section 703.11(8) of the Wisconsin Statutes shall be made upon Mr. Walter Nowicki at 8500 West Capitol Drive, Milwaukee, Wisconsin 53222, until all of the units in "PARNELL WOODS" have been sold or conveyed by the Developer. Thereafter the Association of Unit Owners shall designate such a person.

VIII.

THE ASSOCIATION, ADMINISTRATION, VOTING, AND INSURANCE

A. The administration of the Condominium property shall be governed by an Association in accordance with By-Laws pursuant to the provisions of Sections 703.18 and 703.19 of the Wisconsin Statutes. The Board of Directors shall consist of five (5) unit owners, subject, however, to the provisions of Section D of this Article.

B. The name of the Association shall be PARNELL WOODS ASSOCIATION.

C. The members of the Association shall consist of the record owners of the units in the Condominium. Such members shall have one (1) vote for each unit owned by them.

D. Pending the sale and conveyance of 80% of the units

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in PARNELL WOODS, the management and administration of the Condominium property shall be vested in the Developer. The Developer shall have the right during such time to appoint the members of the Board of Directors of the Association. The Developer shall have, among other powers, the right to adopt By-Laws; to amend the same; to provide for the maintenance, repair and replacement of common areas; to collect from unit owners their share of the common expenses; to provide and adopt a budget; to adopt administrative rules for the governing of details of the common areas and facilities; to provide insurance against loss or damage to the common facilities and to provide public liability insurance and to insure against other hazards as are usual and customary in the operation of condominiums; and shall have such other powers as may be reasonably requisite for the operation of the Condominium property.

E. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear. Suitable provisions shall be made for the issuance of Certificates of Insurance to mortgagees upon individual units. Unit Owners may, in addition, obtain insurance coverage at their own expense upon their own personal property and for their own personal liability and for other hazards. The buildings and improvements in the Condominium shall be insured in an amount equal to the maximal insurable replacement

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value, as determined from time to time by the Board of Directors of the Association, together with extended coverage. The Association shall likewise insure against other risks which from time to time they deem desirable.

All costs of insurance written by the Association shall be deemed to be a common expense.

All insurance proceeds received by the Association shall be held by the Association as trustee for the Unit Owners and their mortgagees, if any, for the express purpose of repairing and reconstruction as hereinafter provided.

IX.

ASSESSMENT AGAINST UNIT OWNERS

The common expenses requisite for the operation of PARNELL WOODS ASSOCIATION shall be charged to the unit owners in accordance with the percentage of their undivided interest in the common areas and facilities as determined by Article IV, and such sums shall be a lien against the unit pursuant to the provisions of Sections 703.23 and 703.24 of the Wisconsin Statutes.

X.

MAINTENANCE, ALTERATIONS, AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

A. The Unit:

1. BY THE ASSOCIATION:

The Association shall maintain, repair, and replace at the Association's expense:

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(a) All portions of a unit which contribute to the support of the building of which the unit is a part.

(b) The plane of the undersurface of any portion of the unit extending outward and beyond the vertical boundary of the first floor of the unit.

2. BY THE UNIT OWNER:

The responsibility of the unit owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(c) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(d) The unit owner shall likewise be responsible for the maintenance, repair and replacement of:

(I) Exterior prime sash and all glass and windows.
(II) Combination storms and screens.
(III) Basement slab and concrete topping where applicable.
(IV) Exterior and interior doors to his unit.
(V) All air conditioning equipment, including the compressor servicing his unit.
(VI) All heating units.

(e) Painting or color selection for any portion of a unit which is visible from the exterior shall be subject to the prior approval of the Association.

3. ALTERATION AND IMPROVEMENT:

Except as herein reserved to Developer, neither a unit owner nor the Association shall make any alterations in the portions of a unit or building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the building, or impair any easement.

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B. COMMON ELEMENTS:

1. BY THE ASSOCIATION:

(a) The maintenance, repair, replacement and operation of the common elements and limited common elements shall be the responsibility and at the expense of the Association, including maintenance, repair and replacement of exterior lighting, landscaping, outdoor guest parking, and all walks and drives, and maintenance and repair of exterior roof deck above carports, the swimming pool and swimming pool area, and the recreational building.

(b) All sanitary and storm drains and plumbing laterals below the lower horizontal boundaries of a unit which service part or parts of the condominium other than the unit within which contained.

2. ALTERATIONS:

Except as herein reserved to Developer, no alteration or addition to common elements shall be made without the affirmative vote or prior approval in writing by the record owners of at least 50% of the units. In any case no such alteration or addition shall prejudice the right of any unit owner unless his written consent has been obtained.

C. EASEMENTS:

The Association shall have easements for ingress and egress to all units at reasonable hours for maintenance of the Condominium property to be maintained by the Association and at any time in case of emergency.

D. COMPLIANCE WITH REGULATIONS REQUIRED UNDER THE PLANNED DEVELOPMENT AGREEMENT WITH THE CITY OF MILWAUKEE:

The Condominium Development is located in a Planned Development District of the City of Milwaukee. The Association shall comply with all of the requirements of the Planned Development Agreement between the City of Milwaukee and the Developer.

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XI.

METHOD OF AMENDING DECLARATION

This Declaration may be amended by the affirmative vote of the owners of seventy-five (75%) percent of the units in the Condominium. The Amendment shall be evidenced by an appropriate instrument entitling the same to be recorded. No Amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights, unless all owners of the Condominium shall approve thereof.

XII.

RECONSTRUCTION OR REPAIR

Reconstruction or repair in the event of fire, casualty, or disaster shall be in accordance with the following:

A. In the event of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct or repair the building and other improvements shall be applied to such reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the building and other improvements to substantially the same condition in which they existed prior to the fire, casualty or other disaster. Such reconstruction or repair shall be accomplished by the Board of Directors of the Association.

B. If the insurance proceeds are insufficient to reconstruct or repair the building and other improvements, but are equal to at least ninety percent

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(90%) of the cost of said reconstruction and repair, then they shall be reconstructed or repaired by the Board of Directors of the Association using the insurance proceeds, and the owners shall be assessed for the deficiency.

C. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the building and other improvements, then the determination as to whether or not to reconstruct or repair the same shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least seventy-five (75%) percent of the total number eligible to vote shall be required in order to reconstruct or repair the building, and such decision shall also provide that the members shall be assessed for the deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26 of the Wisconsin Statutes shall apply.

D. Notwithstanding all of the foregoing, in the event seventy-five (75%) percent or more of the building and other improvements above foundation are destroyed, then the determination as to whether or not to

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reconstruct or repair the same shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least seventy-five (75%) percent of the total number eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair, then the provisions of Section 703.26 of the Wisconsin Statutes shall apply.

XIII.

TERMINATION

All of the unit owners acting jointly may terminate this Condominium by an instrument drawn to such effect, duly and properly executed and recorded, provided, however, that such termination shall not be effective unless the same complies with the provisions of Section 703.16 of the Wisconsin Statutes, and upon such termination, the property shall be deemed to be owned in common by the unit owners as in said Section of the Wisconsin Statutes provided. Following termination the property may be partitioned and sold upon application of a unit holder.

XIV.

RIGHTS OF DEVELOPER
PENDING COMPLETION AND SALE OF UNITS

Pending the completion and sale of eighty (80%) percent of the units in the condominium:

A. The management and operation of the Condominium property shall be vested in the Developer.

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B. The Developer shall have the right to appoint the members of the Board of Directors of the Association and to amend its By-Laws.

C. The Developer shall have the right to use common areas and any unsold units as may facilitate the completion of the condominium property and the sale of all units contemplated thereon, all without interference of any unit owner, and including, but not limited to, in connection therewith, maintain a sales office, show the property and display signs.

So long as any of the units in the condominium shall remain unsold by the Developer, no action shall be taken by the Association which will in any way interfere with the right of the Developer to sell such units or to lease the same.

XV.

RIGHTS OF MORTGAGE HOLDERS

Any mortgagee of a unit which has notified the Association of Unit Owners in writing delivered or mailed by certified mail to the place designated for the service of process as stated in Article VII. of this Declaration that it holds a mortgage on a specified unit shall have the following rights and privileges:

A. The Board of Directors of the Association shall give such mortgage holder written notice by mail of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration, or the By-Laws of the Association.

B. The Board of Directors of the Association shall give such mortgage holder 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 condominium

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simultaneously with the giving of required notice to any unit owner.

C. The Board of Directors of the Association shall notify such mortgage holder of physical damage to structure, fixtures or equipment of a unit in an amount exceeding One Thousand Dollars ($1,000.00) when such damage is known to the Board of Directors and shall notify all mortgage holders of units if common areas or facilities of the condominium are damaged in an amount exceeding Ten Thousand Dollars ($10,000.00).

D. Unless all holders of first mortgage liens on individual units have given their prior written approval, the Association of Unit Owners shall not:

1. Change the pro rata interest or obligation of any unit for purposes of levying assessments and charges and determining the shares of the common elements and proceeds of the project.

2. Partition or subdivide any unit or the common elements of the project.

3. By act or omission seek to abandon the condominium status of the project except as provided in Article XII of this Declaration in case of substantial loss to the units and common elements of the condominium project.

IN WITNESS WHEREOF, said WALTER A. NOWICKI, the Declarant herein, has hereunto set his hand and seal at Milwaukee, Wisconsin, this 22 day of October, 1974.

In the Presence of:

Charles L. Goldberg — Walter A. Nowicki (SEAL)

Ruth Bruens

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STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 22 day of Octobr, 1974, the above named WALTER A. NOWICKI, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Charles L. Goldberg
Notary Public for Wisconsin
My commission is permt.

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Now comes EQUITABLE SAVINGS & LOAN ASSOCIATION, mortgagee of the premises described in the foregoing Declaration of Condominium and does hereby and herewith consent to the Declaration of Condominium hereinabove set forth.

Dated at Milwaukee, Wisconsin, this 22 day of OCTOBER, 1974.

EQUITABLE SAVINGS & LOAN ASSOCIATION

By: Robert C Pittelkow
ROBERT C. PITTELKOW, President

Countersigned:

Charles R. Pittelkow
CHARLES R. PITTELKOW, Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me, this 22 day of OCTOBER, 1974, Robert C Pittelkow, President, and CHARLES R. PITTELKOW, Secretary, of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Thomas R. Myers
THOMAS R. MYERS
Notary Public for Wisconsin

My commission MAY 25, 1975

This instrument was drafted by:

CHARLES L. GOLDBERG
Attorney at Law
735 North Water Street
Milwaukee, Wisconsin 53202

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EXHIBIT "A"

All that part of the North West 1/4 of Section 31, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the northwest corner of said North West 1/4 Section; thence S.0° 40' 40"W. along the west line of said 1/4 Section 660.09 feet; thence N.89° 58' 10"E. 80.00 feet to the east right-of-way line of South 27th. Street and the place of beginning of the land to be described; thence continuing N.89° 58' 10"E. 485.00 feet; thence S.0° 40' 40"W. 660.02 feet; thence S.89° 56' 05"W. 485.00 feet to a point in the east right-of-way line of South 27th. Street; thence N.0° 40' 40"E. along said east line 660.28 feet to the place of beginning. Said lands containing 7.3495 acres, (320,146 sq.ft.) in area both net and gross.

State of Wisconsin) ss
Milwaukee County)

I have surveyed the above described property, and the map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all structures thereon, fences, apparent easements, roadways and visible encroachments.

This survey is made for the exclusive use of the present owners of the property, also those who purchase, mortgage or guarantee the title thereto, within one year from date thereof, and as to them I warrant the accuracy of said survey and map.

PLAT NO. A74-717

BADGER SURVEYING CO., INC.
7970 N. 47th. Street
Brown Deer, Wisconsin 53223
354-9080

Clarence H. Piepenburg
Registered Land Surveyor S-139

WISCONSIN
CLARENCE H.
PIEPENBURG
S-139
MILWAUKEE,
WIS.
LAND SURVEYOR

REEL 8718 IMAGE 394

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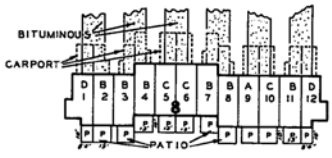
PLAT OF SURVEY
PARNELL WOODS
CITY OF MILWAUKEE

EXHIBIT B

NOTE



TYPICAL BUILDING

SHOWING UNIT NUMBERS, STYLES, PATIOS, CARPORTS AND BITUMINOUS PAVEMENT.

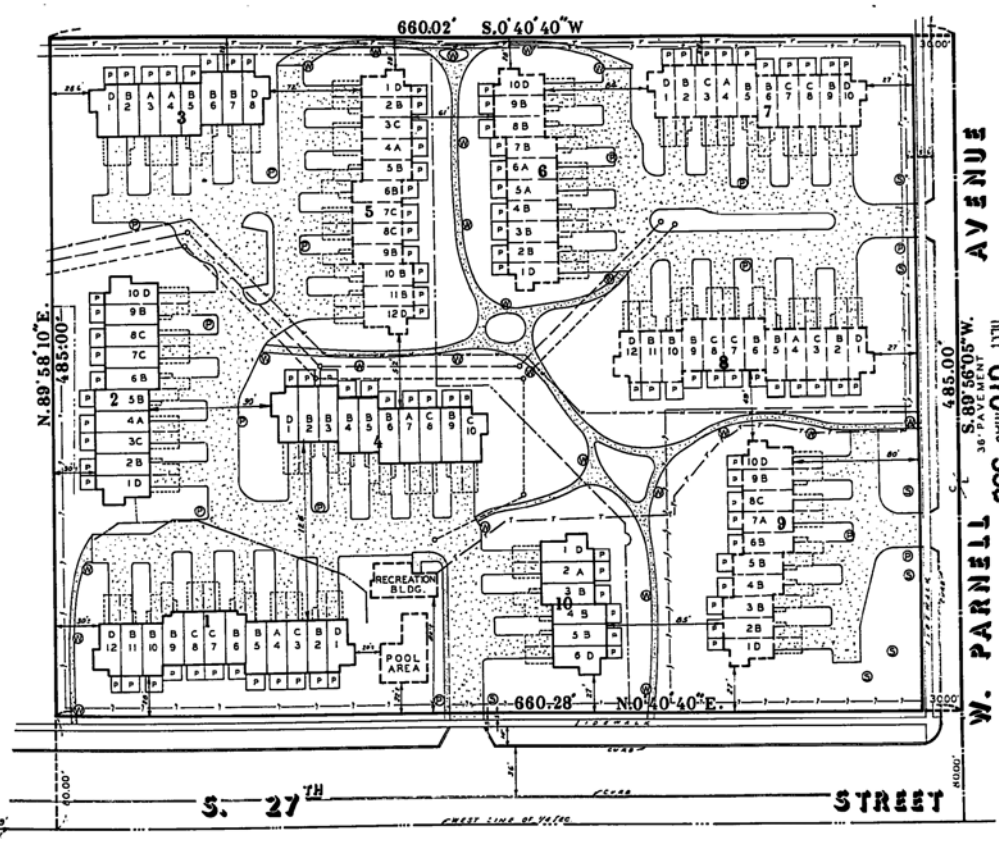
——W——W—— DENOTES WATER MAIN
— — — — — DENOTES SANITARY SEWER MAIN
- - - - - - - DENOTES STORM SEWER MAIN
——·——·—— DENOTES GAS MAIN
——T——T——T—— DENOTES UNDERGROUND ELECTRIC
——T——T——T—— DENOTES UNDERGROUND TELEPHONE
(W) DENOTES WALKWAY LIGHTING
(P) DENOTES PARKING LIGHTING
(S) DENOTES SIGN LIGHTING

THIS MAP SHOWS PROPOSED LOCATIONS OF ALL BUILDINGS, PATIOS, BREEZEWAYS, WALKS, DRIVEWAYS, AND UTILITIES

N

0 25 50 75 100 200

BADGER SURVEYING CO. INC.



PLAT NO. 74-717

REC 818 MAG 395

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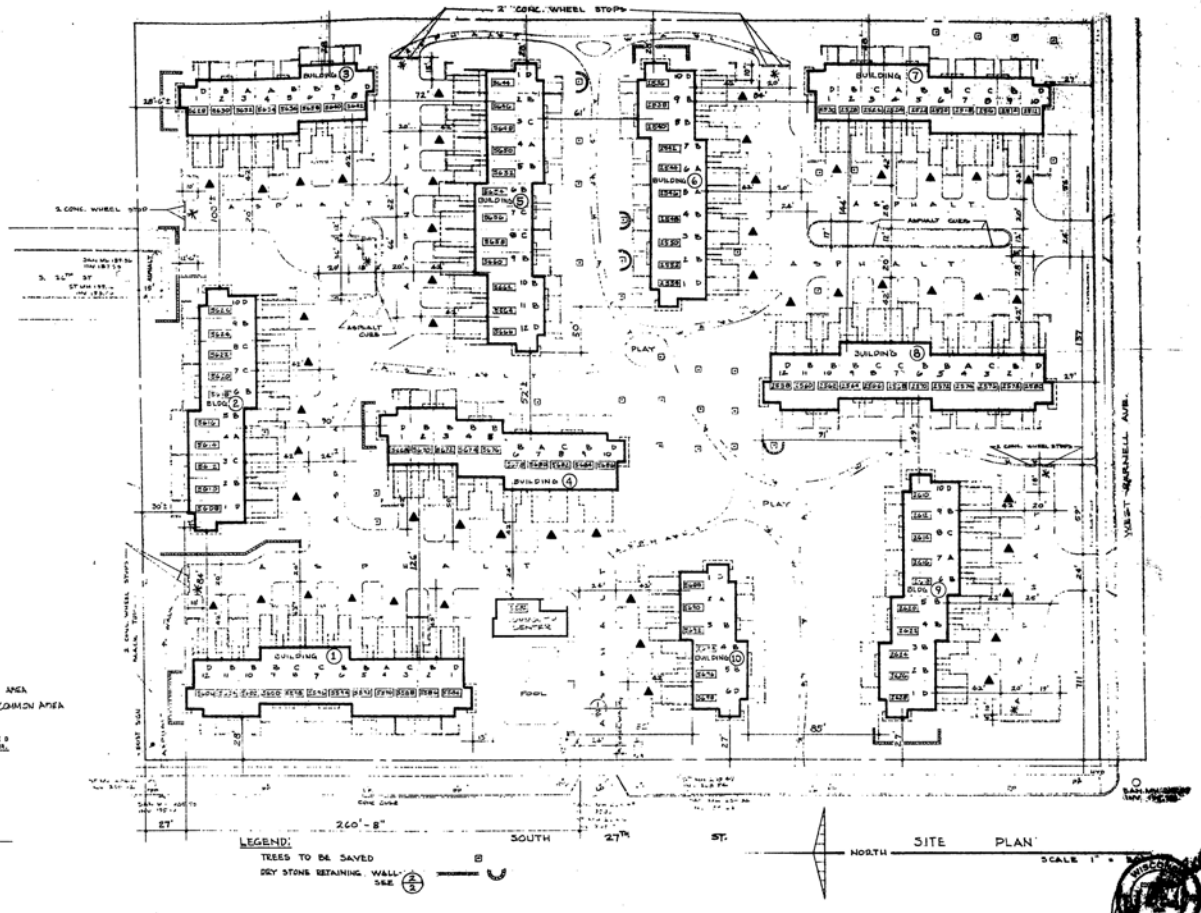
REF: 818/MAP 396



I, Robert Gehl, of Miller, Waltz, Diedrich, Architects and Associates, Inc. do hereby certify that the general exhibits are an accurate copy of portions of the plans of each building as filed with and approved by the City of Milwaukee and the State of Wisconsin, Department of Industry, Labor, and Human Relations, Industrial Safety Division, being the public agency having jurisdiction over the issuance of permits for the construction of such buildings, that said plans substantially depict the layout, location, built line numbers, unit numbers, and dimensions of the buildings and the units as located and erected thereon, and as in fact built and erected.

Signed: Robert Allen Gehl

Subscribed and sworn to before me this 19th day of January, 1976.

Notary Public, Milwaukee County, Wisconsin

My commission: October 31, 1976

* INDICATES ASSIGNED PARKING VS COMMON AREA

▲ INDICATES RESERVED PARKING VS LIMITED COMMON AREA

100 DWELLING UNITS IN TEN BUILDINGS

BLDG. NO.	DWELLING UNITS	TYPE A 1-BR.	TYPE B 2-BR.	TYPE C 2-BR.	TYPE D 3-BR.
1	12	1	6	3	2
2	10	1	6	1	2
3	8	2	4	0	2
4	10	1	6	1	2
5	12	1	6	3	2
6	12	1	6	3	2
7	10	1	6	1	2
8	12	1	6	3	2
9	10	1	6	1	2
10	6	1	3	0	2
TOTALS: 10	100	12	51	17	20

GENESIO A. SIMOTTI AND ASSOCIATES A.S.L.A.
LANDSCAPE ARCHITECTS / SITE PLANNERS
726 N. MILWAUKEE ST., MILWAUKEE, WISCONSIN 53202

PARNELL WOODS

SITE PLAN 4-14 2

Doc Yr: 2013 Doc# 04879061 Page# 25 of 34

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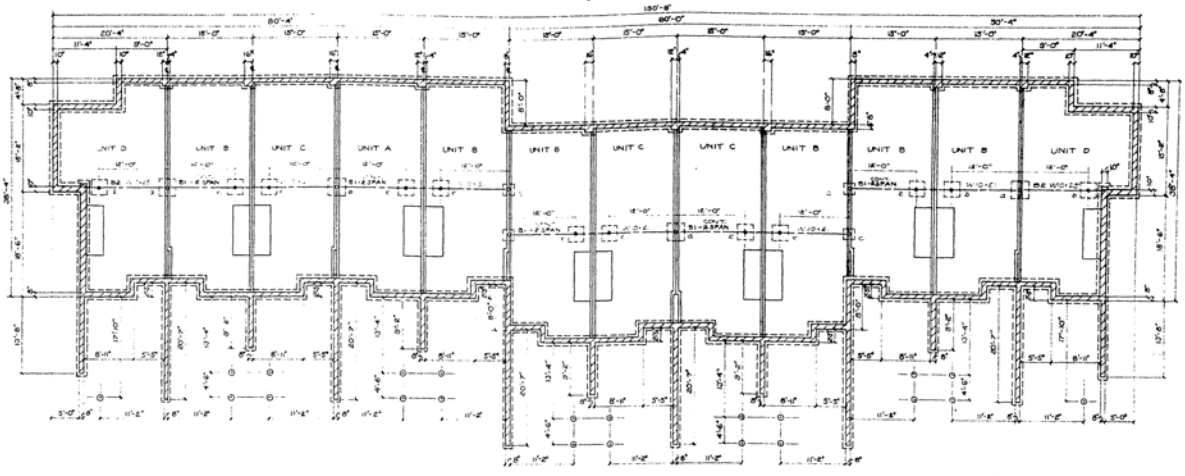
REC. 818 MAP 397

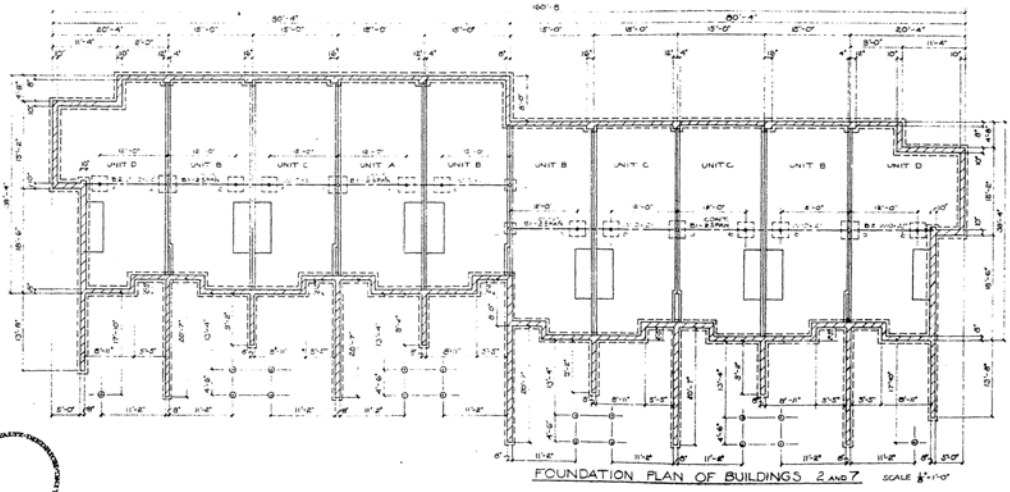


FOUNDATION PLAN OF BUILDINGS 1,5 AND 8 SCALE 1/8"=1'-0"

BUILDING NOS. 1, 5 and 8 CONSIST OF 12 DWELLING UNITS IN EACH BUILDING AS LISTED BELOW:

1 TYPE A UNITS
6 TYPE B UNITS
3 TYPE C UNITS
2 TYPE D UNITS

COLUMN PAD	SIZE
a	3'-0"×3'-0"×1'-0"
b	2'-8"×2'-8"×1'-0"
c	2'-0"×2'-0"×1'-0"



FOUNDATION PLAN OF BUILDINGS 2 AND 7 SCALE 1/8"=1'-0"

BUILDING NOS 2 and 7 CONSIST OF 10 DWELLING UNITS IN EACH BUILDING AS LISTED BELOW:

1 TYPE A UNIT
4 TYPE B UNITS
3 TYPE C UNITS
2 TYPE D UNITS

I, Robert Gahl, of Miller, Waltz, Diedrich, Architects and Associates, Inc. do hereby certify that the annexed exhibits are an accurate copy of portions of the plans of each building as filed with and approved by the City of Milwaukee and the State of Wisconsin, Department of Industry, Labor, and Human Relations, Industrial Safety Division, being the public agency having jurisdiction over the issuance of permits for the construction of such buildings. The annexed plans substantially depict the layout, location, building numbers, unit numbers, and dimensions of the buildings and the units as located and erected thereon, and as to be located and erected.

Signed: Robert Allen Gahl

Subscribed and sworn to before me this 14th day of October, 1976.

Helen M. Haggett
Notary Public, Milwaukee County, Wisconsin

My commission October 31, 1976

WISCONSIN ROBERT ALLEN GAHL 1976 REGISTERED ARCHITECT

777 N. JEFFERSON ST. MILWAUKEE WI. 53202 414-271-1200

DRAWN BY CHECKED BY APPROVED BY

PARNELL WOODS

DOCUMENT DATE

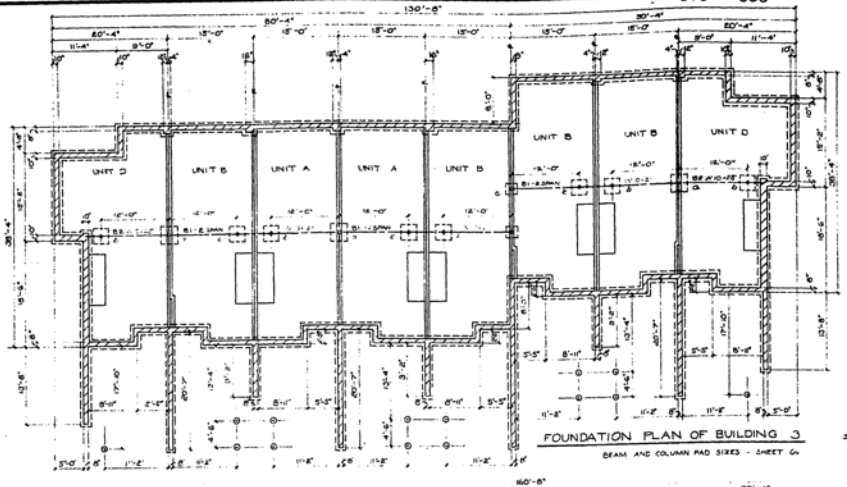
DRAWING NO.

FOUNDATION PLANS FOR BLDGS. 1,2,5,7 & 8

414 | 6

UNOFFICIAL COPY

REEL 818 IMAGE 398



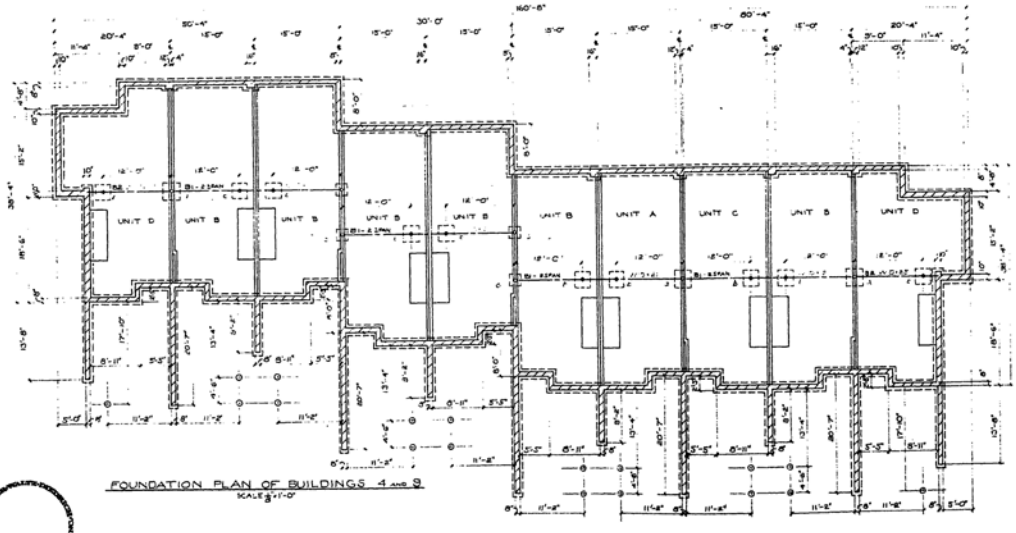
FOUNDATION PLAN OF BUILDING 3

BEAM AND COLUMN PAD SIZES - SHEET 6a

SCALE 1/8"=1'-0"

BUILDING NO. 3 CONSISTS OF 8 DWELLING UNITS AS LISTED BELOW:

2 TYPE A UNITS
4 TYPE B UNITS
2 TYPE D UNITS



FOUNDATION PLAN OF BUILDINGS 4 AND 9

SCALE 1/8"=1'-0"

BUILDING NOS. 4 AND 9 CONSIST OF 10 DWELLING UNITS IN EACH BUILDING AS LISTED BELOW:

1 TYPE A UNIT
6 TYPE B UNITS
1 TYPE C UNIT
2 TYPE D UNITS

I, Robert Gahl, of Miller, Waltz, Diedrich, Architects and Associates, Inc. do hereby certify that the annexed exhibits are an accurate copy of portions of the plans of each building as filed with and approved by the City of Milwaukee and the State of Wisconsin, Department of Industry, Labor, and Human Relations, Industrial Safety Division, being the public agency having jurisdiction over the issuance of permits for the construction of such buildings. The annexed plans substantially denict the layout, location, building numbers, unit numbers, and dimensions of the buildings and the units as located and erected thereon, and as to be located and erected.

Signed: Robert Allen Gahl

Subscribed and sworn to before me this 16th day of October, 1974.

Helen M. Hagerstrom
Notary Public, Milwaukee County, Wisconsin

My commission: October 31 1976

WISCONSIN ARCHITECT

777 N. JEFFERSON ST. MILWAUKEE WI. 53202 414-271-1800

DRAWN BY & CHECKED BY & APPROVED BY

PARNELL WOODS

DOCUMENT DATE

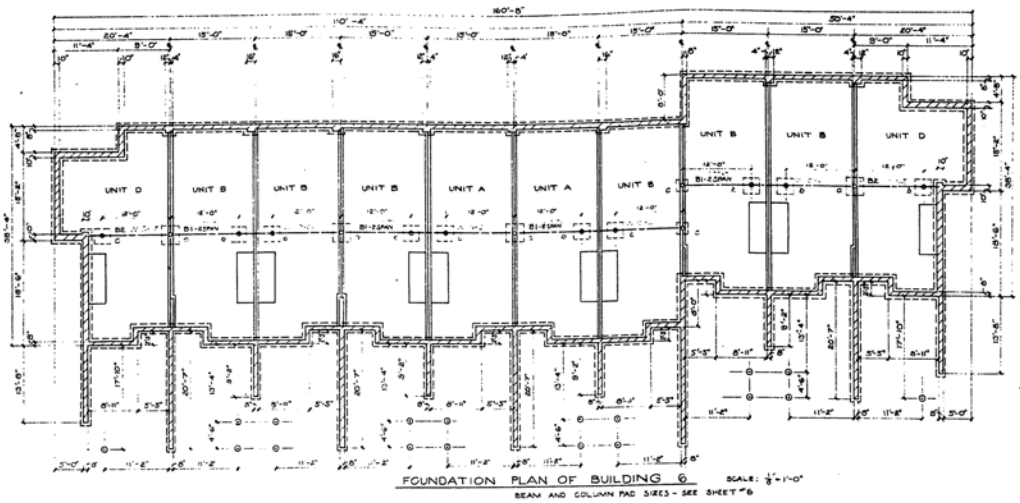
DRAWING DESCRIPTION: FOUNDATION PLANS FOR BLDGS. 3, 4 & 9

PROJECT NO. 414

7

UNOFFICIAL COPY

REEL 818 IMAGE 399

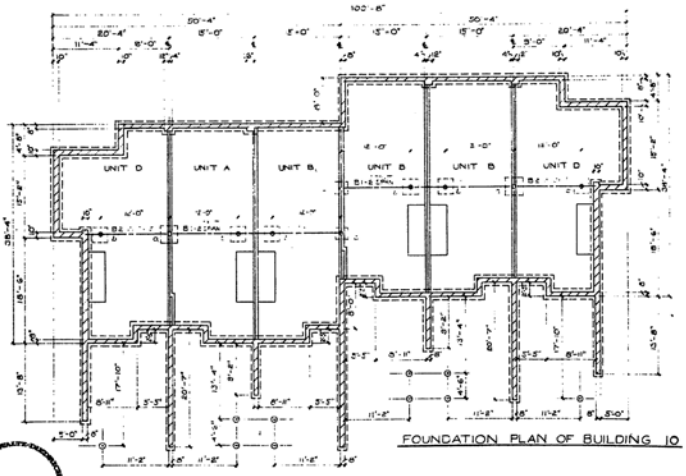


FOUNDATION PLAN OF BUILDING 6 SCALE: 1/8"=1'-0"

BEAM AND COLUMN PAD SIZES - SEE SHEET #6

BUILDING NO. 6 CONSIST OF 10 DWELLING UNITS AS LISTED BELOW:

2 TYPE A UNITS
6 TYPE B UNITS
2 TYPE D UNITS



FOUNDATION PLAN OF BUILDING 10 SCALE: 1/8"=1'-0"

BUILDING NO. 10 CONSIST OF 6 DWELLING UNITS AS LISTED BELOW:

1 TYPE A UNIT
3 TYPE B UNITS
2 TYPE D UNITS

I, Robert Gehl, of Miller, Weltz, Biedrich, Architects and Associates, Inc. do hereby certify that the arrangements and exhibits are an accurate copy of portions of the plans of each building as filed with and approved by the City of Milwaukee and the State of Wisconsin, Department of Industry, Labor, and Human Relations, Industrial Safety Division, being the public agency having jurisdiction over the issuance of permits for the construction of such buildings. The arrangement plans substantially depict the layout, location, building numbers, units numbers, and dimensions of the buildings and the units as located and erected thereon, and as the same existed and erected.

Signed: Robert Allen Gehl

Subscribed and sworn to before me this 8th day of October, 1975.

Notary Public, Milwaukee County, Wisconsin

My commission expires October 31 1976

WISCONSIN ARCHITECT

777 N. JEFFERSON ST. MILWAUKEE WI. 53202 (414-271-1200)

DRAWN BY CHECKED BY APPROVED BY

PARNELL WOODS

DOCUMENT DATE	DRAWING DESCRIPTION	PROJECT	SHEET
	FOUNDATION PLANS FOR BLDGS. 6 & 10	414	8

Doc Yr: 2013 Doc# 04879061 Page# 28 of 34

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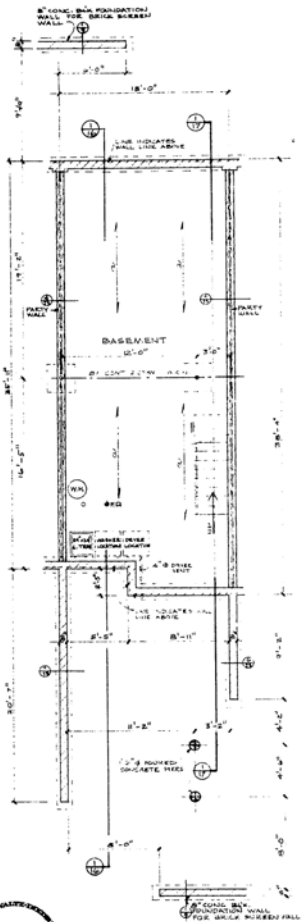
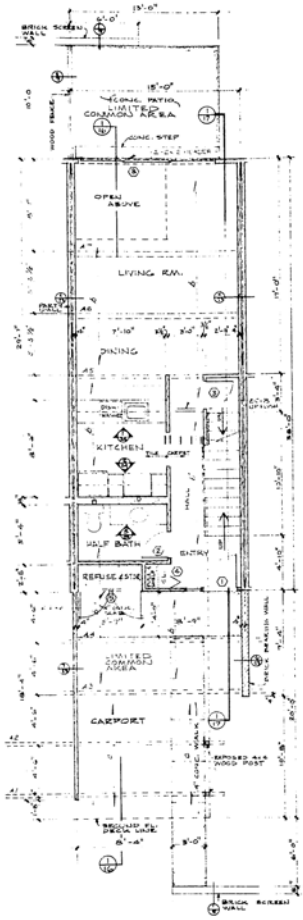
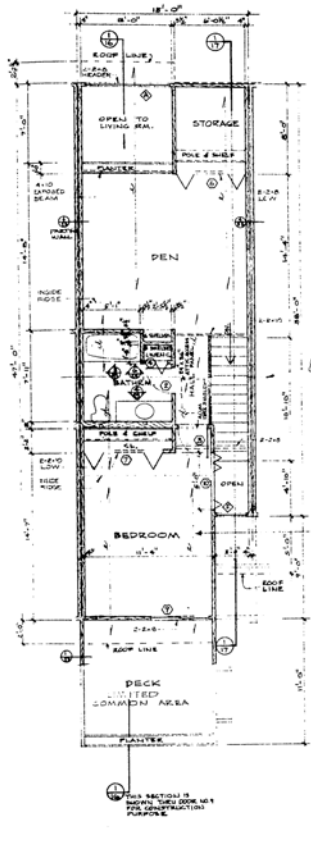
REC 818 PAGE 490



BASEMENT PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

TYPE "A" DWELLING

FRAMING LEGEND

FIRST FLOOR
A - 2"x10" @ 16" JOISTS

SECOND FLOOR
A - 2"x8" @ 16" JOISTS
B - 2"x8" @ 12" JOISTS
C - 2"x6" @ 16" JOISTS

ROOF
A - 2"x6" @ 16" RAFTERS
B - 2"x8" @ 16" RAFTERS

TYPE A UNITS

UNIT SQUARE FOOTAGE
LIVING AREA 1180
BASEMENT 555

HOUSE NUMBERS	LOCATIONS	UNITS
5508 South 27th Street	(Building #1)	#4
5616 South 27th Street	"	#2
5632 South 27th Street	"	#3
5636 South 27th Street	"	#3
5650 South 27th Street	"	#6
5680 South 27th Street	"	#6
5690 South 27th Street	"	#10
2516 West Parnell Ave.	"	#3
2524 West Parnell Ave.	"	#3
2544 West Parnell Ave.	"	#6
2564 West Parnell Ave.	"	#6
2524 West Parnell Ave.	"	#10

I, Robert Gehl, of Miller, Weiss, Eliedrich, Architects and Associates, Inc. do hereby certify that the annexed exhibits are an accurate copy of portions of the plans of each building as filed with and approved by the City of Milwaukee and the State of Wisconsin, Department of Industry, Labor, and Human Relations, Industrial Safety Division, the public agency having jurisdiction over the issuance of permits for the construction of such buildings. The annexed plans substantially depict the layout, location, building numbers, unit numbers, and dimensions of the buildings and the units as located and erected thereon, and as to be constructed and erected.

Signed: Robert Allen Gehl

Subscribed and sworn to before me this 17th day of MARCH, 1976.

Notary Public, Ozaukee County, Wisconsin

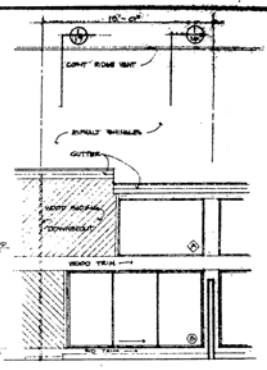
My commission: Caledon 3/6/76

ROBERT ALLEN GEHL ARCHITECT

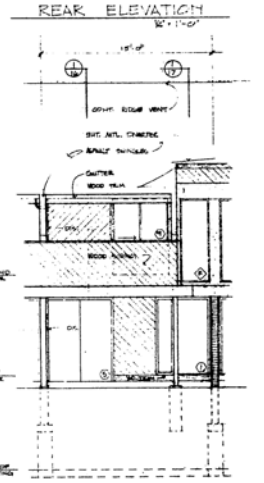
NOTE:
THIS ROOM TO HAVE A ½" LAYER OF PLYWOOD UNDERLAYMENT OVER THE FINISHED FLOOR CONSTRUCTION THROUGHOUT. ALL WOOD FRAMING TO BE FIRE RETARDANT TREATED A.C. WE FIRE RATING. OVER THE CARPORT, DOOR 100 & THE ENTRANCE TO THIS ROOM SHALL HAVE A ALUM. THRESHOLD TO MAKE A ½" TRANSITION AT THE FLOOR.

NOTE:
DIMENSIONS SHOWN ON PLANS ARE TO FACE OF CONC. BLOCK WALLS, TO FACE OF STUDS ON INTERIOR WALLS, TO FACE OF SHEATHING ON EXTERIOR WALLS AND TO THE CENTER LINE OF PARTY WALLS

NOTE:
SEE PLUMBING PLAN FOR EXACT LOCATION OF DOWNSPOUT CONNECTIONS TO STORM SEWER.



REAR ELEVATION



FRONT ELEVATION

777 N. JEFFERSON ST. MILWAUKEE WI. 53202	PARNELL WOODS	TYPICAL "A" UNIT FLOOR PLANS & ELEVATIONS	414	9

DRAWN BY: CHECKED BY: APPROVED BY: DOCUMENT DATE:

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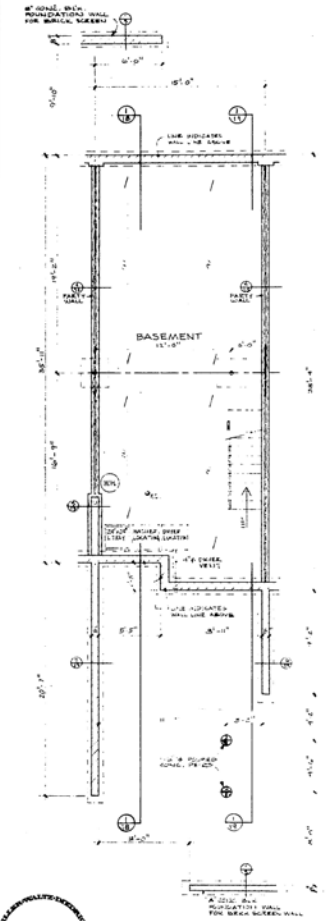
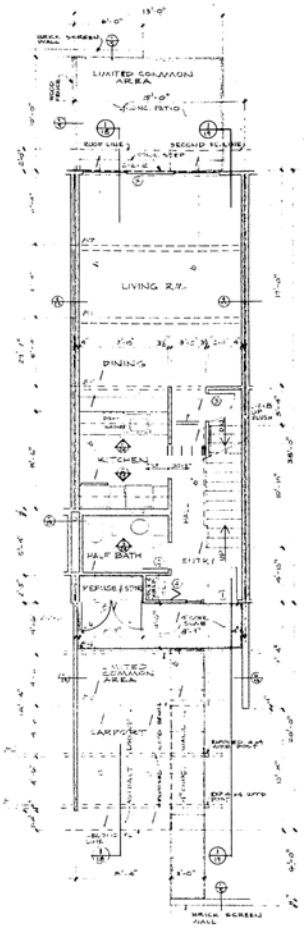
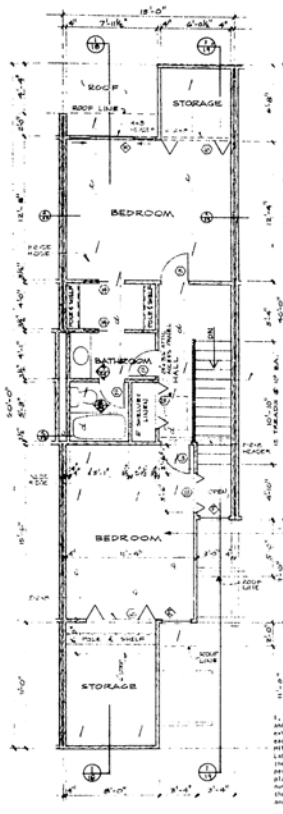
REC: 818 MAP 401



BASEMENT PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

TYPE "B" DWELLING

FRAMING LEGEND

FIRST FLOOR
A = 2-1/2 x 12 @ 16 JOISTS

SECOND FLOOR
A = 2-1/2 x 8 @ 16 JOISTS
B = 2-1/2 x 6 @ 16 JOISTS
C = 2-1/2 x 8 @ 16 JOISTS

ROOF
A = 2-1/2 x 8 @ 16 RAFTERS
B = 2-1/2 x 8 @ 16 RAFTERS

TYPE B UNIT

UNIT SQUARE FOOTAGE
LIVING AREA 1300
BASEMENT 555

HOUSE NUMBERS	LOCATION	UNITS
5586 South 27th Street	Building #1	#2
5592 South 27th Street	"	#1
5594 South 27th Street	"	#1
5600 South 27th Street	"	#1
5602 South 27th Street	"	#10
5604 South 27th Street	"	#11
5610 South 27th Street	"	#2
5616 South 27th Street	"	#2
5618 South 27th Street	"	#2
5624 South 27th Street	"	#2
5630 South 27th Street	"	#3
5636 South 27th Street	"	#3
5638 South 27th Street	"	#3
5646 South 27th Street	"	#3
5646 South 27th Street	"	#3
5657 South 27th Street	"	#5
5654 South 27th Street	"	#5
5660 South 27th Street	"	#5
5662 South 27th Street	"	#5
5664 South 27th Street	"	#5
5670 South 27th Street	"	#4
5672 South 27th Street	"	#4
5674 South 27th Street	"	#4
5676 South 27th Street	"	#4
5678 South 27th Street	"	#4
5684 South 27th Street	"	#4
5692 South 27th Street	"	#10
5674 South 27th Street	"	#10
5635 South 27th Street	"	#15
2626 West Parnell Ave.	"	#9
2624 West Parnell Ave.	"	#9
2622 West Parnell Ave.	"	#9
2620 West Parnell Ave.	"	#9
2618 West Parnell Ave.	"	#9
2614 West Parnell Ave.	"	#9
2578 West Parnell Ave.	"	#8
2572 West Parnell Ave.	"	#8
2570 West Parnell Ave.	"	#8
2564 West Parnell Ave.	"	#8
2562 West Parnell Ave.	"	#8
2556 West Parnell Ave.	"	#8
2552 West Parnell Ave.	"	#6
2550 West Parnell Ave.	"	#6
2546 West Parnell Ave.	"	#6
2542 West Parnell Ave.	"	#6
2540 West Parnell Ave.	"	#6
2538 West Parnell Ave.	"	#6
2532 West Parnell Ave.	"	#7
2522 West Parnell Ave.	"	#7
2520 West Parnell Ave.	"	#7
2514 West Parnell Ave.	"	#7

NOTE:
THIS ROOM AND STORAGE ROOM TO HAVE A 1/2" LAYER OF PLYWOOD UNDERLAYMENT OVER THE PLYWOOD FOR INSULATION SUB-FLOOR AND UNDERLAYMENT TO ACCOMPLISH A 2 HR. FIRE RATING OVER THE GARAGE. SEE DETAIL 1/2 ON THIS SHEET FOR THIS ROOM. SHOWN ON PLANS. THRESHOLDS TO HAVE A 1/2" TRANSITIONS AT THE DOOR.

NOTE:
SEE PLOTTING PLAN FOR EXACT LOCATION OF COMMON CONCRETE & BRICK WORK.

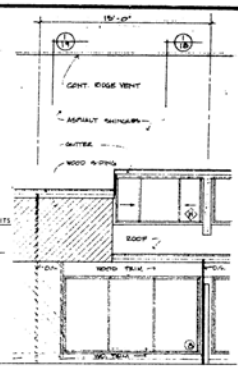
I, Robert Gahl, of Miller, Waltz, Bliedtich, Architects and Associates, Inc. do hereby certify that the annexed exhibits are an accurate copy of portions of the plans of each building as filed with and approved by the City of Milwaukee and the State of Wisconsin, Department of Industry, Labor, and Human Relations, Industrial Safety Division, being the public agency having jurisdiction over the issuance of permits for the construction of such buildings. The annexed plans substantially depict the layout, location, building numbers, unit numbers, and dimensions of the subdivision of the units as located and erected thereon, as built to date of this certificate and erected.

Signed: Robert Allen Gahl

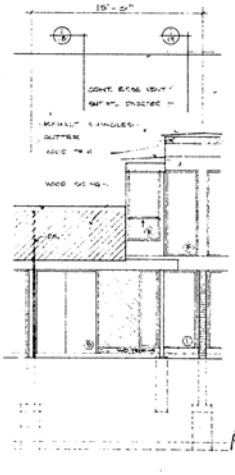
Subscribed and sworn to before me this 14th day of October 1976.

Notary Public, Milwaukee County, Wisconsin

My commission expires 3/1/1976



REAR ELEVATION



FRONT ELEVATION

ROBERT ALLEN GAHL
ARCHITECT

777 N. JEFFERSON ST. MILWAUKEE WI. 53202 (414) 271-1500

DRAWN BY | CHECKED BY | APPROVED BY

PARNELL WOODS

DOCUMENT DATE:

DRAWING DESCRIPTION: TYPICAL "B" UNIT FLOOR PLANS & ELEVATION

PROJECT: 414

SHEET: 10

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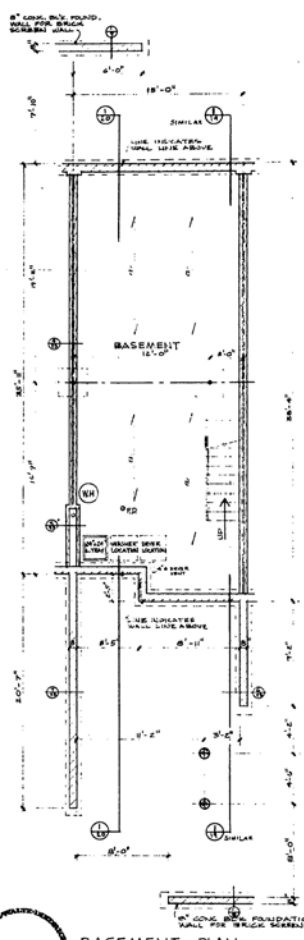
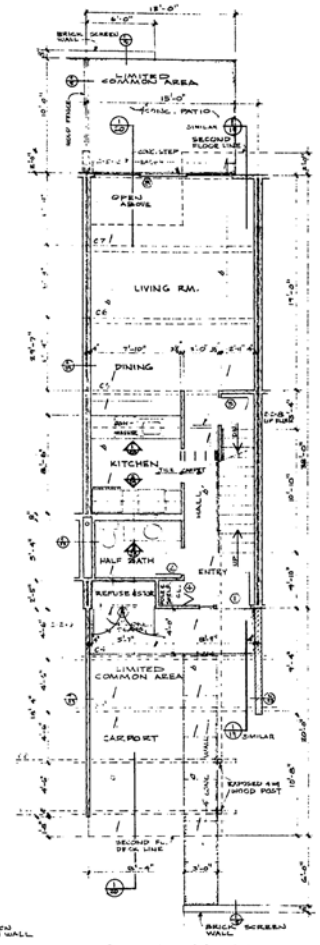
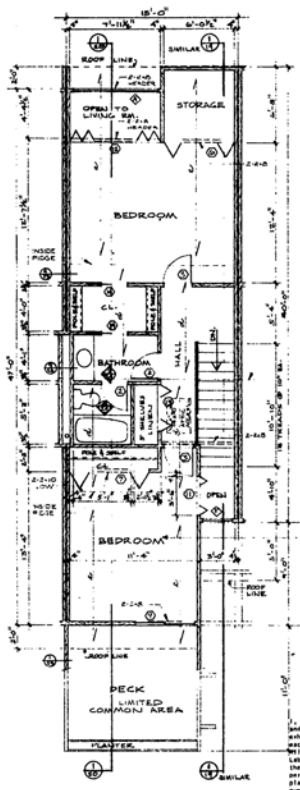
REEL 818 IMAG 402



BASEMENT PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

TYPE "C" DWELLING

FRAMING LEGEND
FIRST FLOOR
GIRDERS 4x12 @ 18 JOISTS
SECOND FLOOR
BEARING WALLS 2x6 @ 16 JOISTS
GIRDERS 2-2x8 @ 16 JOISTS
ROOF
RAFTERS 2x6 @ 16 RAFTERS
RAFTERS 2-2x8 @ 16 RAFTERS

TYPE C UNIT
UNIT SQUARE FOOTAGE
LIVING AREA 1220
BASEMENT 555

HOUSE NUMBERS	LOCATIONS	UNITS
5580 South 27th Street Building #1		#3
5596 South 27th Street	"	#2
5598 South 27th Street	"	#1
5612 South 27th Street	"	#3
5620 South 27th Street	"	#2
5622 South 27th Street	"	#2
5648 South 27th Street	"	#5
5656 South 27th Street	"	#5
5658 South 27th Street	"	#5
5682 South 27th Street	"	#4
3514 West Parnell Ave.	"	#3
2576 West Parnell Ave.	"	#8
2560 West Parnell Ave.	"	#8
2566 West Parnell Ave.	"	#8
2536 West Parnell Ave.	"	#7
2518 West Parnell Ave.	"	#7
2516 West Parnell Ave.	"	#6

2-15 RIDGE BOARD

NOTE:
THIS ROOM TO HAVE A 5/8" LAYER OF TYPE 'X' GYPSUM WALLBOARD UNDERLAYMENT, SUBFLOOR AND UNDERLAYMENT TO ACCOMPLISH A 1 HR. FIRE RATING OVER THE CARPORT. DOOR NO. 5 OF THE ENTRANCE TO THIS ROOM SHALL HAVE A MIN. THRESHOLD TO ANGLE AT "V" TRANSITION AT THE FLOOR.

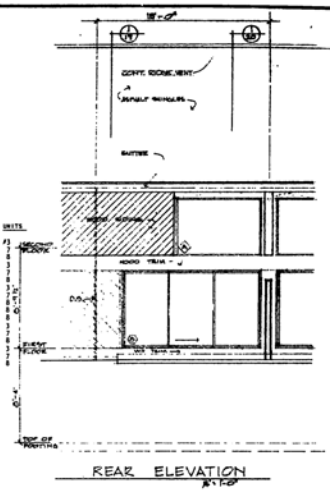
NOTE:
SEE PLOTTING PLAN FOR LOCATION OF DOWNSPOUT CONNECTIONS TO SEWA SEWER.

I, Robert Gehl, of Hiller, Waltz, Diedrich, Architects and Associates, Inc. do hereby certify that the annexed exhibits are an accurate copy of portions of the plans of each building as filed with and approved by the City of Milwaukee and the State of Wisconsin, Department of Industry, Labor, and Human Relations, Industrial Safety Division, being the public agency having jurisdiction over the issuance of permits for the construction of such buildings. The annexed plans substantially depict the layout, location, building numbers, unit numbers, and dimensions of the buildings and the units as located and erected thereon, and as to be located and erected.

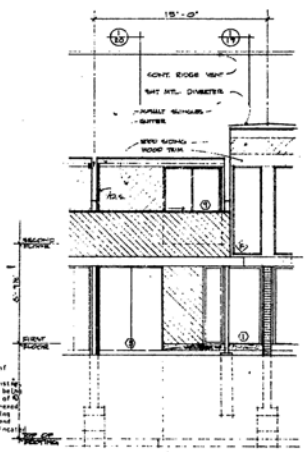
Signed: Robert A. Gehl

Subscribed and sworn to before me this 16th day of October, 1974.

Helen M. Haggerty
Notary Public, Milwaukee County, Wisconsin
My commission Expires October 31, 1976



REAR ELEVATION



FRONT ELEVATION

7777 N. JEFFERSON ST. MILWAUKEE WI. 53208 (414) 271-1800

DRAWN BY | CHECKED BY | APPROVED BY

PARNELL WOODS

DRAWING DESCRIPTION: TYPICAL "C" UNIT FLOOR PLANS & ELEVATIONS

DRAWING NO. 414 | REV. NO. 11

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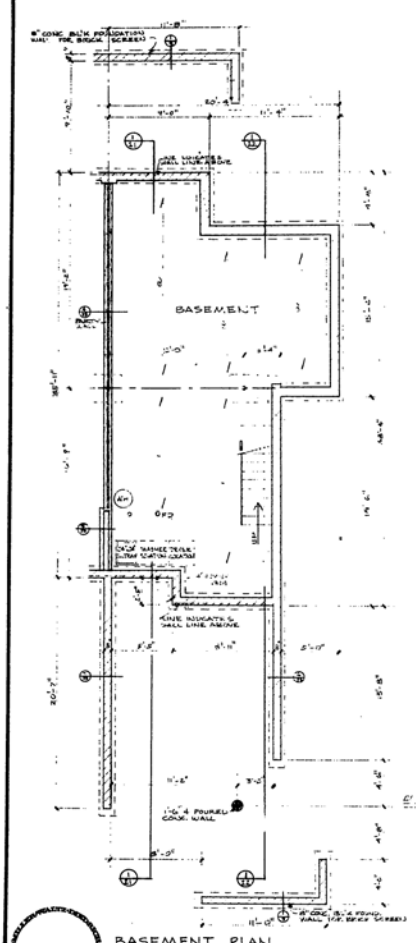

BASEMENT PLAN

FIRST FLOOR PLAN

SECOND FLOOR PLAN

TYPE "D" DWELLING

FRAMING LEGEND

FIRST FLOOR
W: 2x10 @ 16" JOISTS

SECOND FLOOR
A: 2x10 @ 16" JOISTS
B: 2x10 @ 16" JOISTS
C: 2x10 @ 16" JOISTS

ROOF
W: 2x6 @ 16" RAFTERS

TYPE D UNIT

UNIT SQUARE FOOTAGE
LIVING AREA 1370
BASEMENT 610

HOUSE NUMBERS	LOCATIONS	UNITS
5584 South 27th Street	Building #1	#1
5606 South 27th Street	"	#1 12
5608 South 27th Street	"	#2 1
5626 South 27th Street	"	#2 10
5628 South 27th Street	"	#3 1
5642 South 27th Street	"	#3 8
5644 South 27th Street	"	#5 1
5666 South 27th Street	"	#5 12
5668 South 27th Street	"	#4 1
5686 South 27th Street	"	#4 10
5688 South 27th Street	"	#13 1
5698 South 27th Street	"	#13 6
3528 West Parnell Ave.	"	#2 1
3510 West Parnell Ave.	"	#2 10
2588 West Parnell Ave.	"	#8 1
2558 West Parnell Ave.	"	#8 12
2554 West Parnell Ave.	"	#6 1
2536 West Parnell Ave.	"	#6 10
2530 West Parnell Ave.	"	#7 1
2512 West Parnell Ave.	"	#7 10

NOTE:
THIS ROOM TO HAVE A 1/2" LAYER OF PLYWOOD UNDERLAYMENT OVER THE 5/8" PLYWOOD NOMINAL SUBFLOOR AND LIQUID APPLIED TO MEET THE FLOOR RATING AND/OR THE CARPORT DOOR, AND THE ENTRANCE TO THIS ROOM SHALL HAVE A NOM. THRESHOLD TO MAKE A 1/2" TRANSITION AT THE FLOOR.

I, Robert Gahl, or Miller, Weltz, Bledsten, Architects and Associates, Inc. do hereby certify that the annexed exhibits are an accurate copy of portions of the plans of each building as filed with and approved by the City of Milwaukee and the State of Wisconsin, Department of Industry, Labor, and Human Relations, Industrial Safety Division, being the public agency having jurisdiction over the issuance of permits for the construction of such buildings. The annexed plans substantially depict the lay-out, location, building numbers, unit numbers, and dimensions of the buildings and the units as located and erected thereon, and as to be located and erected.

Signed: Robert Gahl

Subscribed and sworn to before me this 14th day of October, 1976

Notary Public, Milwaukee County Wisconsin

My commission: October 31 1976

ROBERT ALLEN GAHL 4208 WEST ALICE MIL. ARCHITECT

7777 N. JEFFERSON ST. MILWAUKEE WI. 53208 (414) 271-1800

DRAWN BY CHECKED BY APPROVED BY DOCUMENT DATE

PARNELL WOODS

TYPICAL "D" UNIT FLOOR PLANS | 414 | 12

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REEL 818 IMAG 404

I, Robert Gehl, of Miller, Weiss, Diedrich, Architects and Associates, Inc. do hereby certify that the annexed exhibits are an accurate copy of portions of the plans of each building as filed with and approved by the City of Milwaukee and the State of Wisconsin, Department of Industry, Labor, and Human Relations, Industrial Safety Division, being the public agency having jurisdiction over the issuance of permits for the construction of such buildings. The annexed plans substantially depict the layout, location, building numbers, unit numbers, and dimensions of the buildings and the units as located and erected thereon, and as to be located and erected.

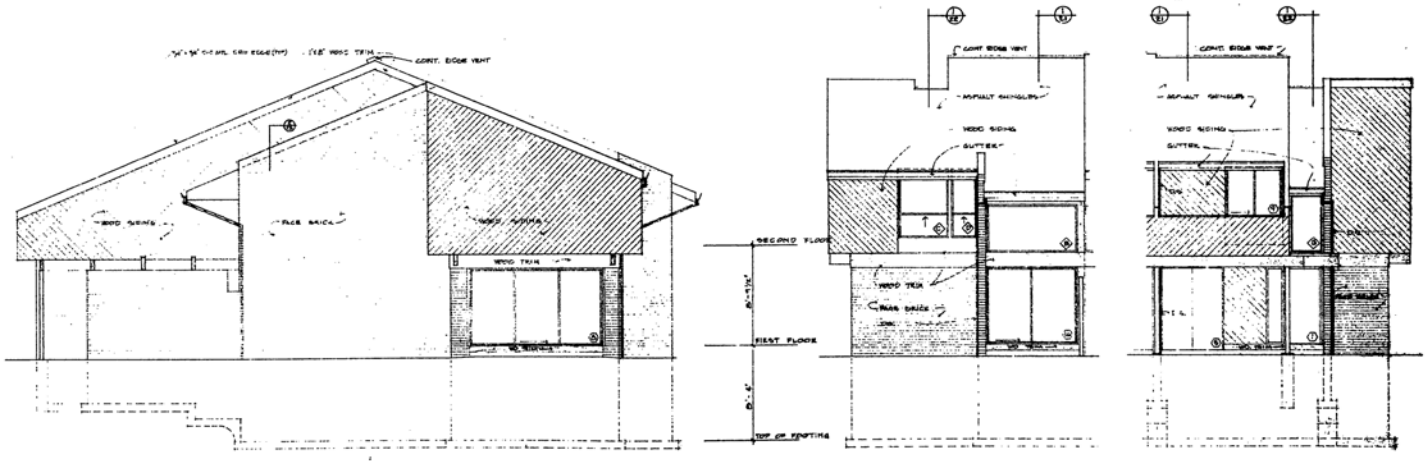
Signed: Robert M. Gehl

Subscribed and sworn to before me this 14th day of October, 1974.

Notary Public, Waukesha County, Wisconsin

My commission: October 31, 1976

WISCONSIN ARCHITECT



END ELEVATION

REAR ELEVATION

FRONT ELEVATION

NOTE: [illegible]

TYPICAL 'D' UNIT ELEVATIONS

SCALE: 1/4"=1'-0"

DRAWN BY	CHECKED BY	APPROVED BY	PARNELL WOODS	TYPICAL 'D' UNIT ELEVATIONS 4/4 13

Doc Yr: 2013 Doc# 04879061 Page# 33 of 34

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GENERAL NOTES:
SERVICE SINK: KOHLER K-6717 25"-8"
TRAP: K-6475 GUARD: K-8938
SUPPLY FITTING: CHICAGO FAUCET #29
DRINKING FOUNTAIN: KOHLER K-9538-A
HOSE BIBB: CHICAGO FAUCET NO 952
TOILET ROOMS:
WATER CLOSETS: KOHLER K-3611-ED
SEAT: KOHLER K-4670-S
(PROVIDE FLEXIBLE SUPPLY STOP AND VAC BRK AIR PLASTIC HOSE)
WALL HUNG LAV: KOHLER K-1623-4(ROTON & TRIM)
MENS:
24"-36" MIRROR
URINAL: KOHLER K-4920T-ET
WOMENS:
22"-36" MIRROR
MOULDED MARBLE TOP WITH INTEGRAL VANITY LAVATORY MOUNTED AS OWNER TO LARGLY MAY DETERMINE LOCATION OR STANDARD RED CROSS FULLY STOCKED 24 UNIT FIRST AID KIT, A STRETCHER AND 4 WOOLLEN BLANKETS
SWIMMING POOL NOTES:
1. SWIMMING POOL CONTRACTOR SHALL PROVIDE AND INSTALL ALL MATERIALS EQUIPMENT AND EXCAVATING NECESSARY FOR, OR INCIDENTAL TO EXECUTION AND COMPLETING OF THE SWIMMING POOL.
2. ALL EQUIPMENT SHALL MEET AND BEAR THE SEAL OF THE NATIONAL SANITATION FOUNDATION(NSF) AND OTHER TESTING OR REGULATORY AGENCIES SUCH AS UNDERWRITERS LABORATORIES (UL) AMERICAN GAS ASSOCIATION (AGA) ETC. AS REQUIRED BY THE AUTHORITIES HAVING JURISDICTION.
3. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER AND THE APPLICABLE TEST AND AGENCY.
4. THE SWIMMING POOL CONTRACTOR SHALL PREPARE ALL NECESSARY DRAWINGS AND INFORMATION TO OBTAIN THE NECESSARY PERMITS FROM THE CITY OF MILWAUKEE AND DO THE REQUIRED WORK.
5. ALL SWIMMING POOL EQUIPMENT SHALL MEET THE RULES OF CITY OF MILWAUKEE ORDINANCE AND RULES AND REGULATIONS RELATING TO SWIMMING PLACES, SECTION 78-30.

HALF GABLE STUD END WALL - 2-6 RAFTER TO NOTCHED STUDS

16 - 7I TRUSSES

8 - 72 TRUSSES

FOR FIREPLACE INFORMATION SHEET # 28

MEETING ROOM

CONTROL JOINT

EXPANSION JOINT

6' HIGH BRICK FENCE

POOL

TOP OF CURB 100.00

TOP OF GRATE 100.00

TOP OF WALL 100.00

TOP OF GRATE 100.00

TOP OF CURB 100.00

TOP OF GRATE 100.00

TOP OF WALL

PARNELL WOODS DECLARATION OF CONDOMINIUM

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ARTICLE I
PURPOSE OF THIS DECLARATION

The name by which this Condominium is to be identified is "**PARNELL WOODS.**"

ARTICLE II
DESCRIPTION OF THE PROPERTY SUBJECT TO THE DECLARATION

The land which the Association does hereby and herewith submit and subject to the Condominium form of ownership under the Wisconsin Statutes applicable thereto are described as follows:

All that part of the NW ¼ of Section 31, T 6 N, R 22 E, in the City of Milwaukee, Milwaukee

County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said NW ¼ Section; thence S 0° 40' 40" West along the West line of said ¼ section, 660.09 feet; thence N 89° 58' 10" E, 80.00 feet to the East right-of-Way line of South 27 Street and the place of beginning of the lands to be described; thence Continuing N 89° 58' 10"E, 485.00 feet; thence S 0° 40' 40" W, 630.02 feet; thence S 89° 56' 05" W, 485.00 feet to a point on the East right of way line of South 27 Street; thence N 0° 40' 40" E along said East line, 630.28 feet to the place of beginning. Said lands containing 7.0157 Acres (305,605 sq. ft.) in area both net and gross.

ARTICLE III
PLAN OF DEVELOPMENT

The plan of development as described herein is now complete and exists as follows:

A. SURVEY AND PLOT PLAN
A plat of survey of the property showing the location of the buildings thereon and the size thereof is on file with the Milwaukee County Register of Deeds.

B. EASEMENTS
Easements as showing on the plat of survey and as may be required are reserved throughout the Condominium property for utility services, installation of sewer, water and utilities in order to serve the Condominium units adequately.

C. IMPROVEMENTS
The improvements on the land consists of seven (7) apartment buildings and ten (10) two family townhouses containing a total of eighty-eight (88) apartments, plus one hundred seventy six (176) automobile parking spaces and twenty (20) garages. The buildings are constructed principally of concrete blocks, cedar siding, wood, face brick veneer, frame construction, with compositions shingle roofs, and concrete slabs in the basements. All living units shall have two (2) stories of living space and a full basement, and consists of the following five (5) types:

TYPE A:

Type A consists of a basement; a first floor containing a living room, a combination kitchen and dining area, and a powder room; and a second floor containing one bedroom, a full bathroom, and storage area, having approximately 1180 square feet of living area and 555 square feet of basement, measured from outside wall to outside wall.

TYPE B:

Type B consists of a basement; a first floor containing a living room, a combination kitchen and dining area, and a powder room; and a second floor containing two bedrooms, a full bathroom, and storage area, having approximately 1300 square feet of living area and 555 square feet of basement, measured from outside wall to outside wall.

TYPE C:

Type C consists of a basement; a first floor containing a living room, a combination kitchen and dining area, and a powder room; and a second floor containing two bedrooms, a full bathroom, and storage area, having approximately 1220 square feet of living area and 555 square feet of basement, measured from outside wall to outside wall.

TYPE D:

Type D consists of a basement; a first floor containing a living room, a combination kitchen and dining area, and a powder room; and a second floor containing three bedrooms, a full bathroom and a storage area, having approximately 1370 square feet of living area and 610 square feet of basement, measured from outside wall to outside wall.

TYPE E:

Type E (Townhouse units) consists of a basement; a first floor containing a living room, a family room, a combination kitchen and dining area, and a powder room; and a second floor containing three bedrooms, a full bathroom, and a storage area, having approximately 1520 square feet of living area and 710 square feet of basement, measured from outside wall to outside wall, and a one car garage.

D. DESCRIPTION OF BUILDINGS AND UNITS CONTAINED THEREIN

BUILDING No. 1	Contains 12 apartments as follows:
1 - TYPE A:	Unit # 4
6 - TYPE B:	Units # 2, 5, 6, 9, 10, 11
3 - TYPE C:	Units # 3, 7, 8
2 - TYPE D:	Units # 1, 12

BUILDING No. 2	Contains 10 apartments as follows:
1 -TYPE A:	Unit # 4
4 -TYPE B:	Units # 2, 5, 6, 9
3 -TYPE C:	Units # 3, 7, 8
2 -TYPE D:	Units # 1, 10

BUILDING No. 3	Contains 8 apartments as follows:
2 - TYPE A:	Units # 3,4
4 -TYPE B:	Units # 2, 5, 6, 7
0 -TYPE C:	Units – none
2 -TYPE D:	Units # 1, 8

BUILDING No. 4	Contains 10 apartments as follows:
1 - TYPE A:	Unit # 7
6 - TYPE B:	Units # 2, 3, 4, 5, 6, 9
1 - TYPE C:	Unit # 8
2 - TYPE D:	Units # 1,10

BUILDING No. 5	Contains 12 apartments as follows:
1 - TYPE A:	Unit #4
6 - TYPE B:	Units #2, 5, 6, 9, 10, 11
3 - TYPE C:	Units #3, 7, 8
2 - TYPE D:	Units # 1, 12

BUILDING No. 9	Contains 10 apartments as follows:
1 - TYPE A:	Unit #7
6 - TYPE B:	Units # 2, 4, 5, 6, 9
2 - TYPE C:	Units # 3,8
2 - TYPE D:	Units # 1, 10

BUILDING No. 10	Contains 6 apartments as follows:
1 - TYPE A:	Unit # 2
3 - TYPE B:	Units # 3, 4, 5
0 - TYPE C:	Units – none
2 - TYPE D:	Units # 1,6

TOWNHOUSE UNITS contain twenty (20) apartments as follows:

20 - TYPE E:	10 buildings with 2 side-by-side apartments in each.

E. OTHER IMPROVEMENTS

The Development includes an automobile parking area, landscaping, walks, recreational and storage building, an outdoor swimming pool, and open spaces which are part of common elements.

F. THE APARTMENT UNIT

Each unit shall include that part of the building of which the unit is a part which lies within the boundaries of the unit, and which boundaries are as follows:

1. HORIZONTAL BOUNDARIES

The upper and lower boundaries of each unit shall be:

a. Upper Boundary:
The plane of the under surfaces of the chords of the roof trusses, ceiling joists of roof or rafters.

b. Lower Boundary:
The plane of the under surfaces of the floor slab of basement, and the plane of the under surface of any portion of the unit extending outward

and beyond the vertical boundary of the first floor of the unit.

2. VERTICAL BOUNDARIES

a. Exterior Building Walls:
The interior plane of the structural members of the walls of the building bounding a unit, including the dry wall portion thereof, and including window sashes, frames, and the glass of the windows and also all doors constituting the entrances, both rear and front.

b. Interior Building Walls:
The plane of the center line of interior walls which bound a unit.

G. COMMON AREAS AND LIMITED COMMON AREAS

1. COMMON AREAS:

a. The common area and facilities shall include the land and all other parts of the Condominium not within the boundaries of the unit.

b. The recreational and storage building shown on the annexed plans and specifications and on the plat of survey, and the swimming pool shall be deemed to be a "Common area".

c. Unassigned automobile parking spaces shown on the annexed plat plan.

2. LIMITED COMMON AREAS AND FACILITIES

a. Patios and front entrances as are designated on the plat of survey attached hereto which are immediately adjacent and abutting to a unit and reserved for its exclusive use, and appropriately marked as limited common areas.

b. Such parking spaces, including carports adjacent to living units and reserved for the exclusive use of the owner of said unit, all as shown on the annexed exhibits.

H. COMMON ELEMENTS LOCATED INSIDE UNITS:
Each unit owner shall have an easement in common with owners of all other units in the building of which the unit is a part to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other common elements located in other units through which individual units are served. Each unit shall be subject to an easement in favor of the owners of all other units in the building to use such pipes, wires, ducts, flues, cables, etc., and other common elements which serve such other units and located outside the boundaries of such unit.

ARTICLE IV
PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES

A. The owners of each of the units contained in the condominium shall be entitled to an undivided interest in and to the land, and the common areas and facilities, the limited common areas and the common surpluses, if any, and shall likewise share in the common expenses and operation and maintenance of the condominium, in the proportions hereinafter shown, to-wit:

TYPE A Apartments shall each be entitled to, 0.930% of the common and limited common areas and facilities, and shall bear the same percentage of the common expenses and shall have the same percentage in the common surpluses, if any.

TYPE B Apartments shall each be entitled to, 1.000 % of the common and limited common areas and facilities, and shall bear the same percentage of the common expenses and shall have the same percentage in the common surpluses, if any.

TYPE C Apartments shall each be entitled to, 0.900 % of the common and limited common areas and facilities, and shall bear the same percentage of the common expenses and shall have the same percentage in the common surpluses, if any.

TYPE D Apartments shall each be entitled to, 1.127 %. of the common and limited common areas and facilities, and shall bear the same percentage of the common expenses and shall have the same percentage in the common surpluses, if any.

TYPE E Apartments shall each be entitled to, 1.590 % of the common and limited common areas and facilities, and shall bear the same percentage of the common expenses and shall have the same percentage in the common surpluses, if any.

Each unit shall be deemed to be an independent property capable of independent use and fee simple ownership, and the owner or owners of each unit shall likewise own as an appurtenance to such unit an undivided interest in to the common and limited areas as herein above set forth.

ARTICLE V
STATEMENT OF PURPOSES

The buildings and each of the living units contained therein are intended to be used for and are restricted to residential uses only and for no other purposes whatsoever. Units/rooms may not be rented. All owners of all units within the Condominium shall comply with all the rules and regulations which may be established by the Association of the Condominium from time to time, or as may be provided by the Bylaws of the Association.

ARTICLE VI
SERVICE OF PROCESS

Services of process shall be made upon such a person as designated by the Association.

ARTICLE VII
THE ASSOCIATION, ADMINISTRATION, VOTING, AND INSURANCE

A. The administration of the Condominium property shall be governed by an Association in accordance with Bylaws pursuant to the pertinent provisions of the Wisconsin Statutes. The Board of Directors shall consist of five (5) unit owners.

B. The Name of the Association shall be **PARNELL WOODS CONDOMINIUM ASSOCIATION**.

C. The members of the Association shall consist of the record owners of the units in the Condominium. Such members shall have one (1) vote for each unit owned by them.

D. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear. Suitable provisions shall be made for the issuance of Certificates of Insurance to mortgagees upon individual units. Unit Owners may, in addition, obtain insurance coverage at their own expense upon their own personal property and for their own personal liability and for other hazards. The buildings and improvements in the Condominium shall be insured in an

amount equal to the maximal insurable replacement value, as determined from time to time by the Board of Directors of the Association, together with extended coverage. The Association shall likewise insure against other risks which from time to time they deem desirable.

All costs of insurance written by the Association shall be deemed to be a common expense.

All insurance proceeds received by the Association shall be held by the Association as trustee for the Unit Owners and their mortgagees, if any, for the express purpose of repairing and reconstruction as herein after provided.

ARTICLE VIII
ASSESSMENT AGAINST UNIT OWNERS

The common expenses requisite for the operation of **PARNELL WOODS CONDOMINIUM ASSOCIATION** shall be charged to the unit owners in accordance with the percentage of their undivided interest in the common areas and facilities as determined by Article IV, and such sums shall be lien against the unit pursuant to the provisions of the Wisconsin Statutes. All unit owners must pay their share of the common expenses even if they have a claim again the Association.

ARTICLE IX
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

A. THE UNIT

1. BY THE ASSOCIATION:

The association shall maintain, repair, and replace at the Associations' expense:

a. All portions of a unit which contribute to the support of a building of which the unit is a part.

b. The plane of the undersurface of any portion of the unit extending outward and beyond the vertical boundary of the first floor of the unit.

2. BY THE UNIT OWNER:

The responsibility of the unit owner shall be as follows:

a. To maintain, repair, and replace at his expense all portions of his unit except the portions to be maintained, repaired, and replaced by the Association.
Such shall be done without disturbing the rights of other unit owners

b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

c. To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

d. The unit owner shall likewise be responsible for the maintenance, repair, And replacement of:

i. Exterior prime sash and all glass and windows.
ii. Combination storms and screens.
iii. Basement slab and concrete topping where applicable.
iv. Exterior and interior doors to his unit.

v. All air conditioning equipment, including the compressor servicing his unit.

vi. All heating units and exhaust vents.

e. Painting or color selection for any portion of a unit which is visible from the exterior shall be subject to the prior approval of the Association.

3. ALTERATIONS AND IMPROVEMENTS

Neither a unit owner nor the Association shall make any alterations in the portions of a unit of building which are maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the building, or impair any easement.

B. COMMON ELEMENTS:

1. BY THE ASSOCIATION:

a. The maintenance, repair, and replacement and operation of the common Elements and limited common shall be the responsibility and at the expense of the Association, including maintenance, repair, and replacement of common area exterior lighting, landscaping, outdoor guest parking, and all walks and drives, and maintenance and repair of exterior roof deck above carports, the swimming pool and swimming pool area, and the recreational building.

b. All sanitary and storm drains and plumbing laterals below the lower horizontal boundaries of a unit which service part of parts of the condominium other than the unit within which contained.

2. ALTERATIONS:

No alterations or addition over ten percent (10%) of the annual operating budget to common elements over ten percent (10%) shall be made without the affirmative vote or prior approval in writing by the record owners of at least fifty percent (50%) of the units. In any case no such alteration or addition shall prejudice the right of any unit owner unless his written consent had been obtained.

C. EASEMENTS:

The Association shall have easements for ingress and egress to all units at reasonable hours for maintenance of any Condominium property to be maintained by the Association and at any time in case of emergency.

D. COMPLIANCE WITH REGULATIONS REQUIRED UNDER THE PLANNED DEVELOPMENT AGREEMENT WITH THE CITY OF MILWAUKEE

The Condominium Development is located in a Planned Development District of the City of Milwaukee. The Association shall comply with all of the requirements of the Planned Development Agreement.

ARTICLE X
METHOD OF AMENDING DECLARATION

This Declaration may be amended by the affirmative vote of seventy-five percent (75%) of the unit owners and mortgagees in the Condominium. The Amendment shall be evidenced by an appropriate instrument entitling the same to be recorded. No Amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights, unless all unit owners and mortgagees of the Condominium shall approve thereof.

ARTICLE XI
RECONSTRUCTION OR REPAIR

Reconstruction or repair in the event of fire, casualty, or disaster shall be in accordance with the following:

A. In the event of fire, casualty, or any other disaster, the insurance proceeds, if sufficient to reconstruct or repair the building and other improvements shall be applied to such reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the building and other improvements to substantially the same condition in which they existed prior to the fire, casualty, or other disaster. Such reconstruction or repair shall be accomplished by the Board of Directors of the Association.

B. If the insurance proceeds are insufficient to reconstruct or repair the building and other improvements, but are equal to at least 90 percent (90%) of the cost of said reconstruction and repair, then they shall be reconstructed or repaired by the Board of Directors of the Association using the insurance proceeds, and the owners shall be assessed for the deficiency.

C. If the insurance proceeds are less than ninety percent (90%) of the cost to reconstruct or Repair the building and other improvements, then the determination as to whether or not to reconstruct or repair the same shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty, or disaster. An affirmative vote of at least seventy-five percent (75%) of the total number eligible to vote shall be required in order to reconstruct or repair the building, and such decision shall also provide that the members shall be assessed for the deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of the Wisconsin Statutes shall apply.

D. Not withstanding all of the foregoing, in the event seventy-five percent (75%) or more of the building and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair the same shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty, or disaster. An affirmative vote of at least seventy-five (75%) of the total number eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair, then the provisions of the Wisconsin Statutes shall apply.

ARTICLE XII
TERMINATION

All of the unit owners acting jointly may terminate this Condominium by an instrument drawn to such effect, duly and properly executed and recorded, provided, however, that such termination shall not be effective unless the same complies with the provisions of the Wisconsin Statues provided. Following termination the property may be partitioned and sold upon application of a unit holder.

ARTICLE XIII
RIGHTS OF MORTGAGE HOLDERS

Any mortgagee of a unit which has notified the Association of Unit Owners in writing delivered or mailed by certified mail to the place designated for the service of process as stated in Article VII of this Declaration that it holds a mortgage on a specified unit shall have the following rights and privileges:

A. The Board of Directors of the Association shall give such mortgage holder written notice by mail of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to the Declaration, or the Bylaws of the Association

B. The Board of Directors of the Association shall give such mortgage holder by mail 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 condominium simultaneously with the giving of required notice to any unit owner.

C. The Board of Directors of the Association shall notify such mortgage holder of physical damage to structure, fixtures, or equipment of a unit in an amount exceeding one thousand dollars ($1,000) when such damage is known to the Board of Directors and shall notify all mortgage holders of units if common areas or facilities of the Condominium are damaged in an amount exceeding ten thousand dollars ($10,000).

D. Unless all holders of first mortgage liens on individual units have given their prior written approval the Association of Unit Owners shall not:
   1. Change the pro rata interest or obligation of any unit for purposes of levying assessments and charges and determining the share of the common elements and proceeds of the project.
   2. Partition or subdivide any unit or the common elements of the project.
   3. By act or omission seek to abandon the condominium status of the project except as provided in Article XI of this Declaration in case of substantial loss to the units and common elements of the condominium project.

ARTICLES OF INCORPORATION

of

PARNELL WOODS CONDOMINIUM ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of eighteen (18) and acting as an incorporator of a non-stock, non-profit corporation under the provisions of The Wisconsin Non-stock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following Articles of Incorporation:

ARTICLE I.

The name of the corporation shall be PARNELL WOODS CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

The period of existence of the corporation shall be perpetual.

ARTICLE III.

The purposes for which this corporation is organized are as follows:

A. To serve as an association of unit owners under the Wisconsin Unit Ownership Act as provided in Chapter 703 of the Wisconsin Statutes, and particularly to serve as the association for the condominium identified as PARNELL WOODS CONDOMINIUM and subject to the Declaration of Condominium for PARNELL WOODS CONDOMINIUM as recorded in the office of the Register of Deeds in and for Milwaukee County, Wisconsin.

B. To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate, and control PARNELL WOODS CONDOMINIUM in accordance

with Chapter 703 of the Wisconsin Statutes.

C. To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-stock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Unit Ownership Act and the Declaration.

ARTICLE IV.

The corporation shall have all of the powers enumerated in Section 181.04 of the Wisconsin Non-stock Corporation Act to the extent the same are not inconsistent with the Wisconsin Unit Ownership Act, or the Declaration of Condominium of PARNELL WOODS CONDOMINIUM. In addition thereto the corporation shall have the power to determine, levy, and collect assessments against the unit owners and use the proceeds thereof in the exercise of the corporation's powers and duties, including the operating expenses of the corporation and common expenses relating to the maintenance, repair, replacement, and reconstruction of the common and limited areas in accordance with the provisions of the Declaration; and to enforce the provisions of the Wisconsin Unit Ownership Act, the Declaration, and any rules and regulations governing the use and operation of the property, and to do all things necessary or convenient to effect the purposes of the corporation.

ARTICLE V.

There shall be one (1) class of members in the corporation, and membership shall consist of the condominium unit owners who shall have record title in their names in PARNELL WOODS CONDOMINIUM. Voting rights of members and further membership provisions will be set forth in the By-Laws.

ARTICLE VI.

The location and principal office of the corporation shall be 8500 West Capitol Drive, Milwaukee, Wisconsin 53222, and the initial Registered Agent shall be WALTER NOWICKI, at that address.

ARTICLE VII.

The number of Directors of the corporation shall be five (5). The manner in which the Directors shall be elected, appointed, or removed shall be as provided in the Declaration, and as provided in the By-Laws.

The initial Board of Directors is as follows:

WALTER NOWICKI	8500 W. Capitol Drive Milwaukee, Wi. 53222
JOHN GUMINA	8500 W. Capitol Drive Milwaukee, Wi. 53222
WM. DALLMANN	N64 W31111, Beaver Lake Rd. Hartland, Wi. 53025
RICHARD A. McCUE	4210 South 22 Street Milwaukee, Wi. 53221
JOSEPHINE M. DREW	8500 W. Capitol Drive Milwaukee, Wi. 53222

ARTICLE VIII.

The name and address of the incorporator of this corporation is:

CHARLES L. GOLDBERG
Attorney at Law
735 North Water Street
Milwaukee, Wisconsin 53202

ARTICLE IX.

The corporation shall not have or issue shares of stock. However, membership certificates shall be issued to each member.

Executed in duplicate this 22 day of October, 1974.

Charles L. Goldberg
Incorporator

Doc Yr: 2013 Doc# 04880804 Page# 3 of 5

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 22 day of October, 1974, the above-named CHARLES L. GOLDBERG, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Ruth M. Bruens
Notary Public, State of Wisconsin
My commission expires 9/28/75.

STATE OF WISCONSIN
DEPARTMENT OF STATE
FILED
OCT 31 1974
ROBERT C. ZIMMERMAN
SECRETARY OF STATE

This instrument was drafted by:
CHARLES L. GOLDBERG
Attorney at Law
735 North Water Street
Milwaukee, Wisconsin 53202

Form 14&15–1971

REEL 820 IMAC 130

United States of America

State of Wisconsin—Department of State

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 10:35 AM
on NOV - 7 1974 in
Reel 820 Image 126 to 130 incl.
Walter R. Barczak
REGISTER OF DEEDS

To All to Whom These Presents Shall Come, Greeting:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that 4880804

(X) Articles of Incorporation ( ) Amendment to Articles of Incorporation ( ) Statement of Intent to Dissolve
( ) Articles of Dissolution ( ) Articles of Merger ( ) Name reservation
( ) Articles of Consolidation ( ) Restated Articles ( ) Change of Registered Office and/or Agent OF
PARNELL WOODS CONDOMINIUM ASSOCIATION, INC.

of which the attached is a duplicate, was on the date hereof, accepted and filed in my office.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at the Capitol, in the City of Madison, on OCT 31 1974

ROBERT C. ZIMMERMAN
Secretary of State

NOV-7-74 559649 8 4880804 A CA CHG

6.00
.25

THIS MUST BE RECORDED WITH THE REGISTER OF DEEDS



5582 South 27th Street
Milwaukee, WI 53221

CONDOMINIUM BYLAWS

PARNELL WOODS CONDOMINIUM ASSOCIATION BYLAWS

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ARTICLE I
NAME AND LOCATION

SECTION 1. The name of this Association shall be **PARNELL WOODS CONDOMINIUM ASSOCIATION.**

SECTION 2. The principal office of the Association shall be at 5582 South 27 Street (Clubhouse), Milwaukee, Wisconsin 53221. The Association may have offices at such other places as the Board of Directors or the Association may from time to time require.

ARTICLE II
CONDOMINIUM DOCUMENTS

SECTION 1. These bylaws, together with the Declaration of Condominium and Chapter 703, Wisconsin Statutes, and all amendments passed by the Association, shall govern and control the Condominium Association. The Condominiums which the Association shall govern are designated **"PARNELL WOODS CONDOMINIUMS".**

ARTICLE III
MEMBERS

SECTION 1. The membership of PARNELL WOODS CONDOMINIUM ASSOCIATION shall consist of the Condominium unit owners who have recorded title in their name at the Milwaukee County Register of Deeds..

ARTICLE IV
MEETINGS

SECTION 1. The annual meeting of the members of the Association shall be held at such place and time during the fourth quarter of each fiscal year as the Board of Directors may determine. Such designated place shall be within convenient travel distance in the City of Milwaukee, Wisconsin.

At the annual members' meeting, the members shall elect the Board of Directors. The owner of each unit shall have one (1) vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote either in person or through a proxy who shall be designated by an instrument in writing. The proxies shall be filed with the Secretary at the meeting at which the same are to be used, and note of said proxy shall be made in the Minutes of the meeting. The person appointed as proxy need not be a member of the Association. A person may not hold more than 2 proxies for other owners.

SECTION 2. Written notice of the annual meeting of members and of all special meetings shall be served upon or mailed to each member entitled to vote thereat at least ten (10) days prior to the meeting, except in the case of a special meeting where there shall be a five (5) day allowable minimum notice.

SECTION 3. Prior to the election of Directors, a complete list of the members entitled to vote at said election shall be prepared by the Secretary and be available for inspection at the meeting.

SECTION 4. A quorum shall consist of a majority of unit owners or majority of unit owners present and voting, and such quorum shall be necessary for all meetings of the members for the transaction of business, except as otherwise provided by Statute, or by these Bylaws.

SECTION 5. When a quorum is present at any meeting a majority of the votes entitled to be cast by owners present in person or represented by proxy shall decide any questions brought before such meeting, unless the question is one upon which, by express provisions of the Statutes or by these Bylaws a different vote is required.

SECTION 6. Special meeting, of the members for any purpose, unless otherwise prescribed by the Statutes, shall be called by the President or the Secretary at the request, in writing, of the owners of fifty per cent (50%) of the units in the Condominium. Such request shall state the purpose or purposes of the proposed meeting. All business transacted at such special meeting shall be confined to the subject stated in the Call and Notice of Meeting.

SECTION 7. Audio taping meetings are allowed provided that the owner notifies the Board in writing five (5) days in advance of the meeting. No other form of media recording is permitted.

SECTION 8. Each unit owner is entitled to one (1) vote. If the owners of a unit cannot agree on how to vote, such Condominium unit shall lose its vote for the particular item voted upon. If title to the Condominium unit is held in the name of a corporation, the President, or other officer authorized by resolution shall be entitled to vote for and on behalf of the corporation.

ARTICLE V
BOARD OF DIRECTORS

SECTION 1. The Condominium property, the business operations, and all affairs of the Association shall be managed by a Board of Directors as provided in the Declaration.

SECTION 2. Each unit owner shall be entitled to one (1) vote for each Director to be elected to the Board of Directors.

Beginning with the 2006 election, which will be held in late 2005, two (2) Board members will be elected to two (2) year terms, while three (3) Board members will be elected to one (1) year terms. In late 2006, the three (3) Board positions serving one (1) year terms will be filled by election, they will now serve two (2) year terms. For all upcoming elections, either three (3) or two (2) Board members will be elected to serve two (2) year terms. This will stagger the terms of the Board members so that the Board will not consist of all new members.

At each election, the candidates receiving the most votes will be elected to the Board. In the event of a tie, a run-off vote will be taken at the meeting to break the tie (proxy and those in attendance are allowed to vote).

SECTION 3. If the office of any Director becomes vacant, a majority of the remaining Directors shall choose a successor for the unexpired term of such vacancy.

SECTION 4. The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual members' meeting at the same location as the members' meeting
The Directors shall elect the officers of the Association at the annual Board meeting.

SECTION 5. Other meetings of the Board of Directors may be called by the President, and in the absence of the President, by the Vice-President, or by majority of the membership of the Board. By unanimous consent of the Directors, a meeting may be called without notice at any time and place.

SECTION 6. Notice of the annual meeting shall be in writing and shall be mailed to each owner by the Secretary of the Association at least ten (10) days prior to the time fixed for the meeting. Notice of any special meeting shall be mailed to each Director by the Secretary of the Association at least five (5) days previous to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof.

SECTION 7. A majority of the Directors shall constitute a quorum for the transaction of business. Every act made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Declaration of Condominium.

SECTION 8. The Board shall, among other duties, carry out the following:

1. Administrates the rules and regulations respecting the use of the Condominium property.
2. Propose modifications to the By-Laws.
3. Make and collect assessments from the Members in accordance with the provisions of the Declaration of Condominium, and expend said assessments for maintenance, insurance, taxes, utility services for common areas, for the repair and operation of the common areas of the Condominium property or for such other purposes as shall fall within the general powers of the Board;
4. Execute contracts on behalf of the Condominium, employ necessary personnel, and carry out all functions and purposes of the Condominium;
5. Satisfy all liens against the Condominium property, and pay necessary expenses connected therewith;
6. Perform such other functions as required by law.

SECTION 9. 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 10. Any member of the Board of Directors may be removed from office at any time during their term, either with, or without cause, by sixty (60%) percent of the votes entitled to be cast by the owners of the units in the Condominium.

ARTICLE VI
OFFICERS

SECTION 1. The officers of this Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be elected for the term of two (2) years, and shall hold office until their successors are duly elected and qualified. Following the annual election, officers will be determined.

SECTION 2. The President shall be the executive officer of the Association and shall preside at all meetings of the members and Directors. He/she shall be the ex-officio member of all standing committees and shall have general and active management of the Business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He/she shall sign all

written contracts of the Association. Additional powers of the President may from time to time be designated by the Board of Directors.

SECTION 3. The Vice President, in the absence of or because of the disability of the President, shall perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors may prescribe.

SECTION 4. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Members, and keep minutes of all proceedings in a book to be kept for the purpose. He/she shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board. The secretary shall also perform all other duties as are incident to his/her office.

SECTION 5. The Treasurer shall have the custody of the Association's funds and securities, and shall keep full and accurate account of the books and records of the Association. All monies shall be deposited in such depositories as may be designated by the Board of Directors. He/she shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meeting of the Board or whenever they may require, an account of all his/her transactions as Treasurer and of the final condition of the Association. The Treasurer shall give bond, when required by the Directors, in such sums and with such securities as the Board of Directors may require, conditioned upon such faithful performance of the duties of his/her office. The Treasurer or any other Board Member shall sign all checks.

The Board of Directors shall have the authority to delegate any responsibilities of the Treasurer as stated in this Section 5 or any other authority granted the Board of Directors by the Condominium documents to the managing agent as stated in Section 8 with the exception of the signing of checks.

SECTION 6. No officer shall receive compensation for services rendered to the Association unless the same is established by a resolution for the general membership.

SECTION 7. An officer may be removed with or without cause, with or without notice by an affirmative vote of four-fifths (4/5) of the Board of Directors at a special or regular meeting.

SECTION 8. The Association through the Board of Directors shall retain a Management Company and shall designate all appropriate responsibilities to the Management Company including but not limited to those responsibilities as stated in Section 5 above.

ARTICLE VII
BUDGET AND ASSESSMENTS

SECTION 1. The funds of the Association shall be deposited with such bank as shall be designated by the Board of Directors for that purpose and money shall be withdrawn therefrom only upon check or order signed by an Officer, and countersigned by another member of the Board of Directors for withdrawals that exceed five hundred ($500) dollars.

SECTION 2. The Directors shall annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association during such year, and shall include all common expense items, including, but not limited to, the maintenance and operation of the common and limited common areas, exterior walls, roof, sidewalks, concrete patio and porches, service

and utility areas, grounds, parking areas, clubhouse and pool repairs, the cost of insurance of all types, management, and maintenance, and security personnel; administration costs, and all other expense items reasonable and necessary for all operation and maintenance of the Condominium property. The Directors shall determine what sums, if any, will be required for improvements, capital expenditures and reserves, or other operations not included in the above which shall be included in the budget.

SECTION 3. The Board of Directors shall levy assessments against each unit for its share of the common expenses in accordance with the provisions of the Declaration of Condominium. Assessments shall be paid monthly in advance, with the first assessment payment being made on a prorated basis where proper, upon receipt by the Member of his/her deed to his/her Condominium unit. All units' owners must pay their share of the common expenses, even if they have a claim against the Association. No owner who is more than thirty (30) days delinquent in the payment of his/her 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 4. The books of record of the Association shall be available to each member of the Association for inspection at reasonable times.

ARTICLE VIII
MAINTENANCE AND REPAIRS OF CONDOMINIUM PROPERTY

SECTION 1. Any officer of the Association or any agent of the Board of Directors shall have the irrevocable right, during reasonable hours and at any time during an emergency, to have access to each unit for necessary inspection, maintenance, repairs, or replacement of the common areas or limited common areas, either therein, or accessible therefrom.

SECTION 2. Every unit owner shall perform and execute all necessary maintenance and repair work in his/her own unit as required in the Declaration of Condominium and such as would affect the Condominium property if left unattended and, in the absence of such unit owner making such repair and maintenance, said owner shall be responsible for damages and liabilities to the Condominium or to other unit owners which may arise therefrom. Unit owners may make no material alterations or additions to their units which might affect the structural integrity of the building.

SECTION 3. No unit owner shall make any alterations, changes, additions, or other modifications to the exterior of the building without the approval of the Board of Directors, nor shall any unit owner make any alterations to the portions of the Condominium which are maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his/her unit, or impair any easement or violate any restrictions.

SECTION 4. The Association shall maintain, repair, and replace those portions of the common areas and facilities as required by the Declaration of Condominium.

ARTICLE IX
PARKING

SECTION 1. The Association shall have the right to assign and control all unassigned parking. Maintenance of the parking areas is declared to be a common expense and the expenses incident to the same shall be divided among all of the unit owners, as are other common expenses.

SECTION 2. Parking spaces are for passenger automobiles only, and no boats, trucks, trailers, or other vehicles or other objects shall be placed in or around the parking space assigned.

ARTICLE X
AMENDMENT OF BYLAWS

SECTION 1. These Bylaws may be altered or amended in the following manner:

a. These Bylaws may be amended at any general or special meeting, called for that purpose by the affirmative vote of the owners of sixty-seven (67%) percent of the units in the Condominium.

b. No amendment, alteration, or modification shall change any Condominium's unit's proportionate share of the common areas, common expenses, common surpluses, or the voting rights unless such amendment, alteration, or modification is adopted by the owners of one hundred (100%) percent of all the Condominium units. In no case shall an amendment or a change or an addition to the Bylaws abrogate, restrict, alter, impair, or in any manner affect the right of any mortgagee of any of the units as set forth in the Declaration of the Condominium and in these Bylaws, unless written consent therefore is given by such mortgagee.

c. Delete reference to the declarant.

ARTICLE XI
PARLIAMENTARY PROCEDURE

The Association, at all its meetings, shall be governed by Roberts Rules of Order as to procedure and order, or the laws of the State of Wisconsin.

ARTICLE XII
INCURRED COSTS

Unit owners shall pay all costs incurred by the Association in enforcing the Declaration, Bylaws, and Rules and Regulations, including actual attorney fees.

ARTICLE XIII
SALE OF PROPERTY

All transfer of units by Warranty Deed shall be by Condominium Warranty Deed.

A Condominium Deed requires the buyer to sign the Deed as well as the seller. By signing the Deed, the buyer acknowledges that he/she has received all of the Condominium Documents and agrees to abide by them. This resolves any potential claim by a Unit Owner that he/she never received the documents and therefore has no obligation to abide by them.

Revised August 2006

ARTICLE XIV
ASSOCIATION FEE

Each new purchaser (whether by deed or land contract or any other means of conveyance) shall pay to the Association three hundred fifty ($350) dollars as and for a non-refundable contribution to the Association's capital account. This shall be paid at the time of closing and if not paid, shall constitute a lien against the unit.

ARTICLE XV
USE

No residential unit owner shall occupy or use his/her unit or the limited common area appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than a private residence of the owner, and the owner's family.

Parnell Woods Condominium Association
Amendment of the Rules and Regulations

Enacted 7-01-2017
Effective 8-01-2017

Rules and Regulation Amendment #3: Parking Rules

WHEREAS, the Board of Directors of the Parnell Woods Condominium Association is empowered, to from time to time adopt or amend rules & regulations pursuant to Article V, Section 8, By-laws.

WHEREAS, there is a need to clarify the language of a rule.

WHEREAS, it is the intent of the Board of Directors to remind people who use the pool that they should not get in the pool if their health may threaten the other user's health.

NOW THEREFORE, BE IT RESOLVED THAT the following rule be amended in the Parnell Woods Condominium Association Rules & Regulations as

Article IV (Rules)
Section A (Parking)
Number 1

This line is removed: ~~1) Liquidated damages of $50.00 for each violation shall be assessed pursuant to this section. Each day a motor vehicle is parking in violation of these rules shall constitute a separate violation subject to a $50.00 daily assessment of liquidated damages.~~

Replaced with: 1) Fines will no longer be assessed for parking violations, violators will be towed (at the owner's expense) if illegally parked. Each owner can have only one permitted vehicle parked overnight per day. Towing will begin 08/01/2017 at 12AM.

Theodore J Berg 7-19-17
President **Date**

David R. Otto 7/19/17
Treasurer **Date**

IMPORTANT INFORMATION

Please keep this information with your governing documents

Parnell Woods Condominium Association, Inc.

RESOLUTION

WHEREAS the Board of Directors of Parnell Woods Condominium Association, Inc. (the "Association") has the power to manage the Condominium property, the business operations, and all affairs of the Association, pursuant to Article V, Section 1 of the Bylaws;

WHEREAS the Board of Directors has the power to "administrate [] the rules and regulations respecting the use of the Condominium property, "pursuant to Article V, Section 8 of the Bylaws;

WHEREAS, the safety of the Parnell Woods residents and guests is of the utmost importance to the Association, and the Board wishes to avoid injuries due to vehicle traffic in the common area;

THREFORE, BE IT RESOLVED that the Association adopt the following Rule and Regulation, adding to the existing rules:

J. LOITERING IN THE PARKING AREAS

For safety reasons, parking areas are to be used for vehicle parking and ingress and egress as set forth in Section A of these Rules and Regulations. No one is allowed to loiter or play in the parking areas at any time. Infractions of this rule shall be subject to a fine of $50.00 per incident.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on July 14, 2014, with the policy to take effect on August 1st, 2014.

Sheldon J Berg
Name

President
Title

Nancy A Keske
Name

Secretary
Title

Parnell Woods Condominium Association
Amendment of the Rules and Regulations

Enacted 2-16-2011
Effective 3-16-2011

Rules and Regulation Amendment #1: Motorized and Non-Motorized Equipment

WHEREAS, the Board of Directors of the Parnell Woods Condominium Association is empowered, to from time to time adopt or amend rules & regulations pursuant to Article V, Section 8, By-laws.

WHEREAS, there is a need to allow some non-motorized equipment to be used by members/guests of the association.

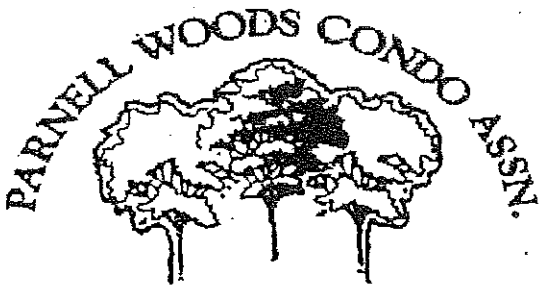
WHEREAS, it is the intent of the Board of Directors to try to assure the use of the non-motorized equipment.

NOW THEREFORE, BE IT RESOLVED THAT the following rule be amended in the Parnell Woods Condominium Association Rules & Regulations as

Article III (Sanctions or Penalties)
Section E (Motorized Vehicles and Non-Motorized Equipment)
Number 4

"Skateboards, scooters, bicycles, roller skates/roller blades are not allowed on roadways within the Parnell Woods Condo Association. Unit owners are responsible for violations and damage caused by the recreational use of these items by owners and guests."

Jerodon J Berg 4/22/11 Janice F. Bloedorn 4-30-11
President **Date** **Secretary** **Date**



5582 South 27th Street
Milwaukee, WI 53221

CONDOMINIUM RULES

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I. GENERAL

A. The purpose of these rules is to provide greater ease of living together and to prevent damage to the Parnell Woods Condominium Association common property. Accordingly, if a violation of any of these rules results in damage to Association property by a family member, and/or guest violating these rules the unit owner is solely liable to the Association for all damages caused thereby.

B. These rules are not meant to be restrictive but are designed to provide an environment which will meet the needs and expectations of all homeowners.

C. These rules may be modified, deleted, and additional rules may be added as deemed necessary by the Board of Directors. (Article V, Section 8, By-laws)

D. In the event of a conflict between two or more residents, or the Board and a resident, as a last resort the Board of Directors may be requested to select an independent Rules and Arbitration committee to review and decide the issue.

E. All complains must be written and submitted to the Board of Directors. The complaint must be signed, unsigned complaints will not be acted upon. The complaint will be reviewed and answered in writing by the Board President. In the event that the answer is unsatisfactory the complaint may be re-submitted to the full Board for review If the complainant is still not satisfied they may request that a Rules and Arbitration committee be established to resolve the issue. The Rules and Arbitration Committee decision is binding on both parties.

II. ARBITRATION PROCEDURE

A. Any homeowner who is the subject of a complaint receiving an assessment of damages or other disciplinary action may submit within seven (7) days of notification, a written intent to appeal, to the Board and request a Rules and Arbitration Committee. Upon receipt of the notice of intent to appeal, the Board of Directors shall convene within ten (10) days of notification with the disputing parties and select a Rules and Arbitration Committee.

B. The Rules and Arbitration Committee will consist of one (1) member from the Association Board, to act as chairperson, and three (3) homeowners selected at random from a list of all homeowners. Those persons directly involved with the conflict and the remainder of the Board members will be excluded from the list. The Committee chairperson will have no power or vote to determine the outcome, only to ensure that the issue is resolved in a timely manner and to act as a legal representative of the Association.

C. After the Rules and Arbitration Committee is established it shall, within seven (7) days, meet with all the disputing parties and decide what action, if any, should be taken. They may review all previous actions concerning the complaint and question any decision concerning the infraction. Members of the committee hearing a complaint must be neutral in regards to the parties involved and the specific complaint.

D. If the person making the complaint fails to appear at the hearing, the complaint shall be dismissed.

III. SANCTIONS OR PENALTIES

NOTE: Unit owners are responsible for all costs incurred in enforcing rules (Article XII, By-laws)

A. Informal letter of warning or reprimand.

B. Assessment of damages, liquidated and/or actual.

C. All other legal and judicial sanctions otherwise available.

IV. RULES

A. PARKING (ARTICLE IX, CONDO BY-LAWS)

The following set of rules governs parking in all areas of the complex. Except as noted below, the first violation will result in a written warning; all subsequent violations will be subject to a penalty for liquidated damages.

The Parnell Woods Visitor Parking Permit has been provided for each unit; this permit must be displayed in all vehicles parked overnight in a visitor parking space. Each unit is entitled to one and only one permit. If a permit is lost or destroyed, a replacement may be purchased from the Board of Directors for a $10.00 replacement fee.

The permit shall be hung from a rear-view mirror or placed in the driver's window with the orange (address side) facing the exterior. Any vehicle parked overnight without a permit will be ticketed and assessed liquidated damages.

Because of limited visitor parking, residents may only use the two parking spaces reserved for themselves. If you have more than two vehicles for your unit, you must park them on the city streets. Do not use the parking permit to park your vehicle in visitor parking. In addition to being assessed liquidated damages of $50.00 per occurrence, your visitor parking permit may be voided and your vehicle towed.

Notify the Board member assigned to parking if a guest's car will be parked for more than one night.

1. Liquidated damages of $50.00 for each violation shall be assessed pursuant to this section. Each day a motor vehicle is parking in violation of these rules shall constitute a separate violation subject to a $50.00 daily assessment of liquidated damages.
2. For purposes of these rules,
   unit owners shall be responsible for violations of their visitors.
3. DO NOT PARK IN FRONT OF MAILBOXES AT ANY TIME.
   MAIL WILL NOT BE DELIVERED.
4. Unit owners shall park in their driveways or carports only: Phase 1, park 1 car in the carport and 1 car behind it in the driveway; Phase 2, park 1 car in the garage and 1 car in the driveway-not 2 in the driveway side by side. The vehicle shall not extend beyond the grass line. No parking in/along roadway at any time.
5. All vehicles must park in designated parking stalls and occupy only one space.
6. Never block or park in another unit's driveway without their permission, for any length of time.
7. No unit owner shall park a motor vehicle in a designated visitor parking space; live-in guests are also excluded from using visitor parking.
8. All vehicles parked overnight in Visitor Parking shall display a Parnell Woods' Visitor Parking Permit.
9. Any motorized vehicle which is inoperable shall be determined to be illegally parked and liquidated damages shall be assessed.
10. All camping trailers, trucks, cargo vans, trailers, or other non-motorized vehicles cannot be parked in any area of Parnell Woods. Parking spaces are for passenger vehicles only and no boats, trucks, trailers, or other vehicles or objects shall be placed in or around the parking space assigned. (Article IX, Section 2, By-laws)

NOTE: Pick-up trucks (Half-ton or under without a camper body), passenger vans, and SUVs used for personal transportation are allowed.

NOTE: If you notice anyone violating our parking rules, please contact the Board member assigned to parking with the following information: location of the vehicle, the violation being committed, the license plate of the vehicle, the color and model of the vehicle. Also, it would be of great help if you would happen to know the unit number of where the violator lives or is visiting. The assigned Board member will then check into the situation and see that the matter gets resolved. *The person providing the parking violation information is never revealed to the violator. Once the Board member is notified, it becomes an issue between the Board member/Condo Association and the violator.*

B. SPEEDING

1. **A 5 Mile Per Hour speed limit is in effect throughout the complex.**

C. REAL ESTATE SIGNS AND SALE INFORMATION

1. Real estate signs can be displayed only on week-ends when someone is on the premises to show the unit.
2. Open houses during the week need the permission of the Board to display a sign.
3. The following items must be transferred to buyer by seller. If not, they will need to be purchased from the Board of Directors at the following cost:

a.	Book, including Declaration, By-laws & Rules	$10.00
b.	Pool key	$25.00
c.	Visitor Parking Permit	$10.00
d.	Maintenance Fee coupon book	$10.00
e.	Special Assessment coupon book	$10.00

4. New buyer should be notified of the non-refundable transfer of ownership fee of $350.00 due at the time of sale.

NOTE: Seller should have buyer review the Condo Rules regarding installation of phone lines, cable television and lines, satellite dishes and lines and the need for prior Board approval (letter of approval). Seller should apprise the buyer that the buyer assumes responsibility and liability for pre-existing equipment in the unit, whether there is a letter of approval from the Board for installation or not.

D. FLAMMABLE LIQUIDS

1. Gas, gasoline, and other flammable liquids (except paint thinner and cleaning solvents) may not be stored in any unit.
2. All gasoline-operated equipment must be emptied before being brought into any unit.
3. No flammable gas cylinders can be stored in any unit once the manufacturer's seal has been broken.
4. Paint thinner and cleaning solvents can be stored in any amount not exceeding one gallon in total. All containers must be tightly sealed and stored in cool areas.
5. Per City of Milwaukee fire code: an open burner (outdoor fireplaces, pits, etc.), even with appropriate supervision and screen covering, shall not be operated within 15 feet of any combustible construction (such as building, fence, privacy wall); do not place under flammable materials such as trees.

NOTE: NO fireworks, firecrackers, bottle rockets, sparklers, etc. allowed at any time in the Parnell Woods Condo Association.

E. MOTORIZED VEHICLES AND NON-MOTORIZED EQUIPMENT

1. Mini-bikes, go-carts or any other non-licensed vehicles are not to be operated on the grounds, except for grounds maintenance vehicles or other vehicles authorized by the Board of Directors.
2. If work must be done on a vehicle, which will disable it for over 24 hours, approval must be granted by the Board of Directors.
3. No cars can be left on stands of any sort.
4. Skateboards, scooters, bicycles, roller skates/roller blades are not allowed on roadways, parking areas, sidewalks or other grounds within the Parnell Woods Condo Association. Unit owners are responsible for violations committed by their visitors.

F. PETS

1. All pets, as required by the City of Milwaukee Ordinance, must be licensed.
2. Pets must be registered with the Condominium Association by owner's name and unit number, pet's name, animal breed, City license number, and proof of rabies vaccination.
3. A maximum of one (1) dog and one (1) cat is allowed per unit; not two (2) dogs, not two (2) cats.
4. No vicious breeds of dog are allowed as defined by the City of Milwaukee (Milwaukee Ordinance Chapter 78-22). No exotic pets are allowed.
5. All dogs are limited to small-medium breeds.
6. No pet is allowed to run loose. They must be on a leash. No pet is to be tied out of doors alone (i.e., without a person present).
7. You are responsible for picking up all of your pet's waste and properly disposing of it immediately. A $50.00 fine will be levied if warnings are ignored.
8. It is the pet owner's responsibility to repair or replace any article or property damaged by their pet. Liquidated damages may be assessed for any property damages.
9. No pet houses, sheds or exterior structures for pets and animals are allowed; this includes bird feeders.
10. Complaints about pets are handled by the Department of Neighborhood Services Environmental Health Section of Milwaukee (414-286-5771). Those complaints include, but are not limited to: abused animals, unlicensed pets, too many pets per unit, animal bites, etc. Contact the police for stray animals and animal bites at 414-933-4444.
11. No bird feeding stations or spreading of birdseed on the ground is allowed.
12. A $50.00 fine will be levied if warnings are being ignored.

G. NUISANCE NOISE

1. Making excessive noise, using offensive language or engaging in activities which unduly disturb neighbors is not allowed.
   Contact police at the non-emergency number: 414-286-2489 (#3)

2. Televisions, radios, stereo systems, etc. must be operated with consideration for neighbors at all times. Special consideration and attention must be given to maintaining quiet after 10:00 PM.

3. Failure to abide can result in liquidated damages up to $50.00 per occasion.

H. POOL RULES

1. All persons using the pool do so at their own risk. There will be no lifeguard.
2. No child under the age of 13 is allowed in the pool unless accompanied by his/her parent or designated adult guardian.
3. No teenage residents (13-18 years of age) are allowed in the pool, by themselves, unless accompanied by a "Buddy".
4. **HOURS:** The pool opens at 9:00 AM every day and closes at 10:00 PM, Except: Fridays and Saturdays it closes at 12:00 AM.
5. The pool is primarily for the enjoyment of Parnell Woods' residents. Guests will be permitted when accompanied by an adult resident. Private pool parties are not permitted. **There is a limit of 4 guests per unit at one time.**
6. **NO DIVING.** Jump in from the side of the pool at your own risk. Running or unruly behavior is not permitted at any time.
7. No loud music is allowed at the pool.
8. The pool may be closed at any time due to inclement weather, repairs, or cleaning.
9. Pool furniture is not to be removed from the pool area or placed in the water at any time.
10. Only cans, soft plastic, or paper containers are allowed in the pool area. Absolutely, **NO GLASS.** All trash and refuse should be disposed of properly. Dispose of cigarette butts in the proper containers.
11. Scuba equipment is not permitted in the pool or pool area at any time.
12. Use discretion when using rafts.
13. Non-pool related items are not allowed in the pool area; such as, but not limited to, roller blades, skateboards, bikes, wagons, etc.
14. Wet towels and/or wet swimsuits are not permitted in the clubhouse except for the hallway leading to the restrooms and in the restrooms.
15. The gate to the pool area and the door to the clubhouse bathrooms are to be kept closed and locked at all times. Don't open the door for anyone who knocks to gain entry. If they do not have a key, they don't belong in the pool.
16. Excess suntan oil and lotions should be washed off before using the pool.
17. Pets are never permitted in the pool or pool area, for any reason.
18. Do not enter the pool if you have any communicable disease or any open cut.
19. Shower before entering the pool.
20. Infractions of these rules may result in fines up to $50.00 per incident.

N) Outside Grills, Barbeques, Fire Pits, outside Heating Units.

1. There is a maximum of 2 grills per unit. Grills are defined as anything you use a heat source to cook or smoke food in.

2. All grills need to be 15 feet away from the buildings when in use. You may use common element to grill- if it does not interfere with traffic from cars. The grill must be returned to where it is stored the same day after it cools.

3. Grills are not permitted on 2nd floor balconies.

3. Grills need to be attended to at all times

4. Fire pits are not allowed.

5. You may not grill under a carport or in a garage.

5. Outside heating units are not allowed within the condo area. They **cannot** be used in garages.

O) Estate, Yard and Garage Sales

1. Estate, yard and garage sales are not allowed. This is due to parking issues, problems with entering and exiting the association and possible damage to common element.

2. If this rule is violated, there is no warning letter. The owner will be fined $100 as soon as the Board of Directors is notified.

F) Pets.

We are changing the rule to align with the city of Milwaukee regulations.

3. A maximum of 3 pets are allowed.

5. We are removing the size requirement from the rules

11. Owners /Renters are not allowed to put any food outside for pets, wildlife or birds.

All other city of Milwaukee laws about animals apply to the residents of Parnell Woods.

J. Unit Exterior Procedure.

Unit Owners may not install anything into the Hardiplank on the unit. This violates the warranty. There are items for sale that will not puncture the Hardiplank.

Unit owners may not puncture the walls around their patio to hang items.

P) Interior remodeling

Unit owners are permitted to remodel their units. The board requires that you notify the board of any remodeling. The board needs to know if any common element will be altered or if load bearing walls are involved. The Board needs to know if a dumpster is needed and work with the owner for placement of it. Dumpsters are permitted at times for very short periods of time. The Board also needs to know the dates of the remodel in order to coordinate any work the board may have planned.

Q. Being Neighbors

1. No one is allowed on the patios or decks of another unit- unless they have permission. No one is allowed to look in other people's windows. Patios are considered part of the unit they are attached to. We live close to each other and need to be respectful of other people's privacy.

2. Nothing is to be stored in common element. This includes the area near your patio.

R. Garbage and Trash

1. Unit owners are responsible to know the days trash and recyables are picked up. The containers provided by the city may be put out- no sooner than the night before. They must be returned to their storage area on the day they are emptied.

2. Extra trash that does not fit in the containers must be put in bags near the container.

3. Extra trash includes anything you want the city to pick up.

4. If you have called for a special pick up- please contact the board through Homeowner's Services.

S. Signs

1. Celebratory signs are allowed for 2 weeks. Examples include- birthdays, graduations, weddings, retirements. Signs may be up to 25 inches in height and 20 inches in length.

2. Political signs are not allowed on association grounds. Bumper sticker sized signs are allowed inside the unit owners windows.

3. No other signs are allowed within the association

Reminder Rules- not a full list. Just important ones for summer.

A. Parking

1. Do not park in front of your unit or anyone else's. Your company may not park there.

2. Owners are not permitted to park in visitor parking at any time.

3. All visitor vehicles parked overnight must display a Visitor parking Permit given out by the Condo. All cars parked overnight without a permit are subject to being towed. Make sure the permit is visible and legible If it is not, it may be towed. The Board has no control over the towing.

4. A 5 mile an hour speed limit is set for inside the association.

F. Pets

1. You are responsible for picking up your animal's waste.

2. All animals that reside in your unit- must be on a leash when outside.

Please note- Board members do not see every violation. Board members do not actively search for violations. We rely on owners to report violations. You may put a note in the clubhouse mailbox with the violation, unit number of the violation and your name. If you have a picture of the violation, please let us know in the note.

All notes must be signed by the person submitting it.

You may also call or email Homeowners Services.

PARNELL WOODS MAP & FLOOR PLANS

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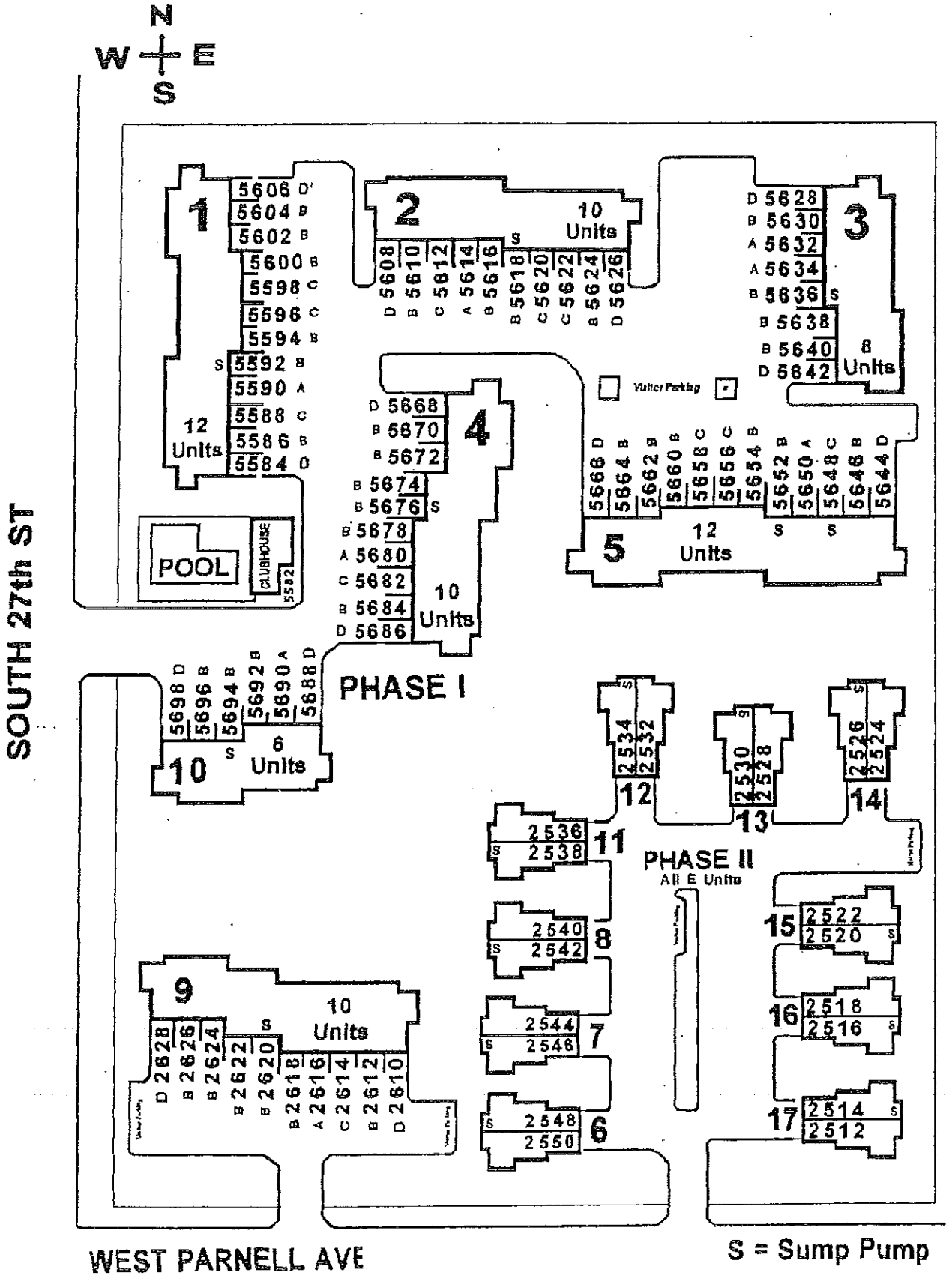
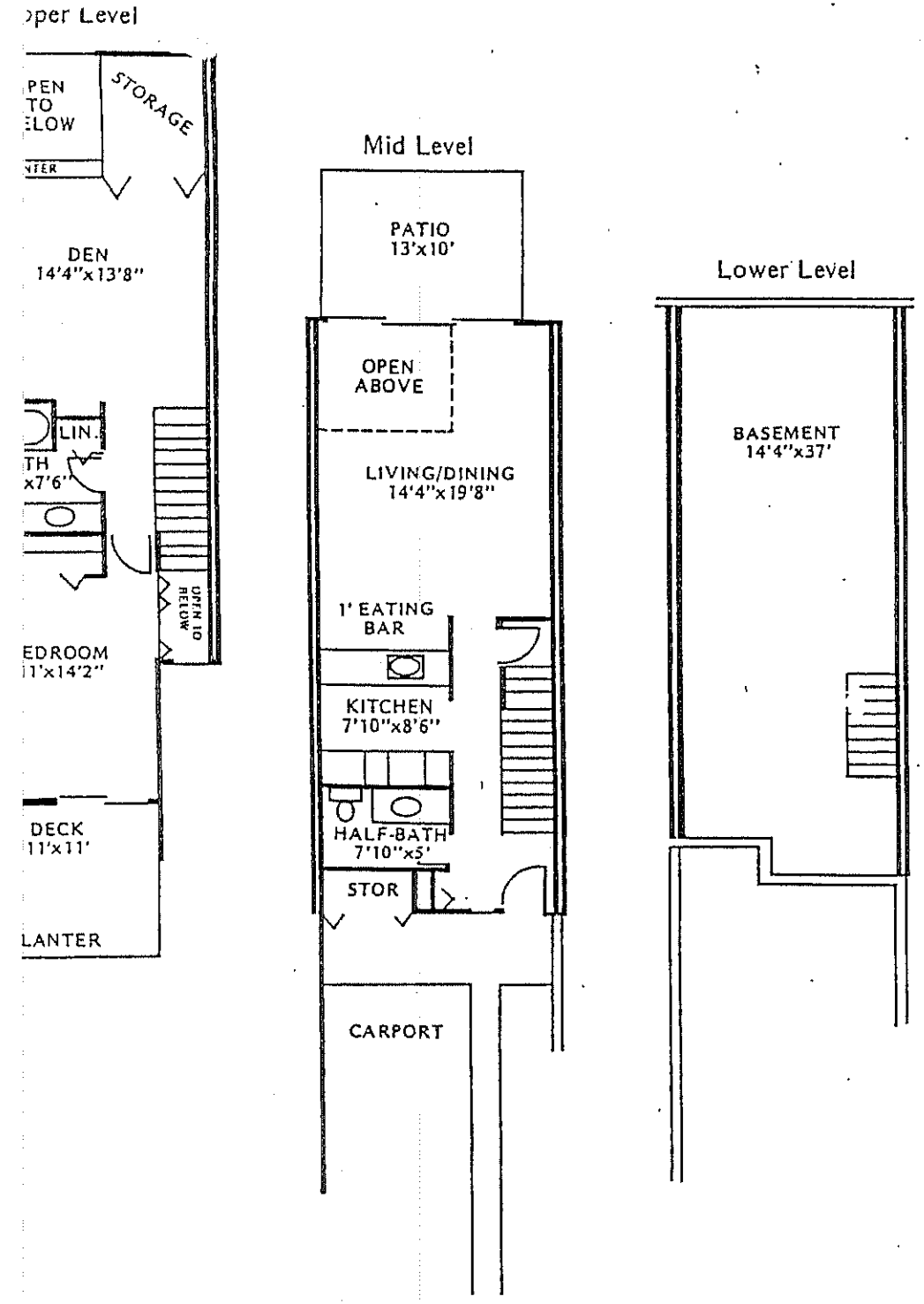
CONDOMINIUM MAP



Reprinted January, 1995.



parnell woods

THE HICKORY A (8)

one bedroom with den

Ideal for the single guy or gal or for the couple without family. Large enough for complete comfort. Small enough to be cozy and economical.

A large bedroom, 12 x 15, huge den, full bath and storage area are located on the upper level. The den has a dramatic view to the living room below.

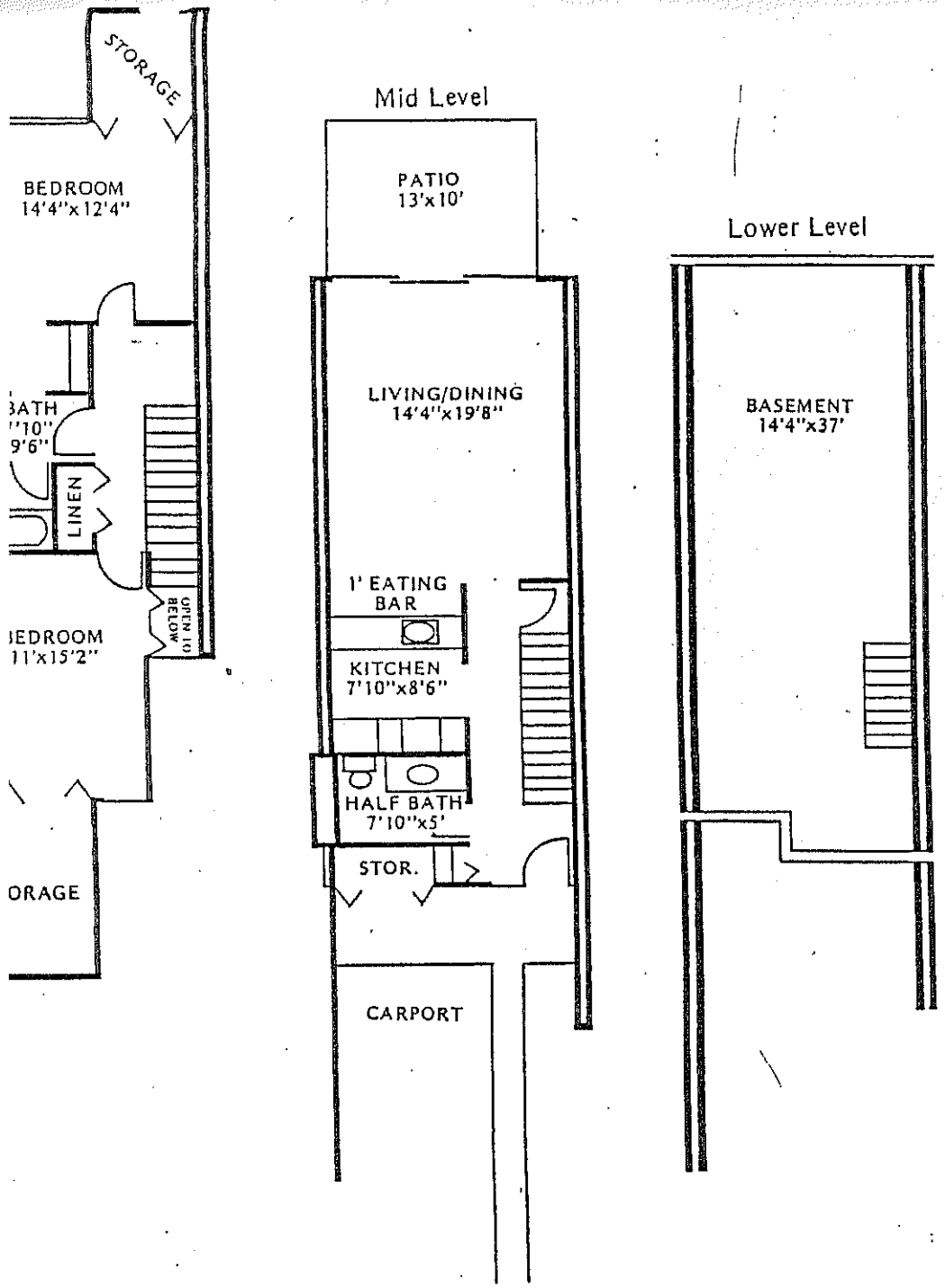
The mid level contains the living and dining rooms, kitchen, half bath and storage areas.

The lower level, which is easily adaptable to a rec room, has a special location and fittings for washers and dryers.

There is a total of 1,735 square feet on the three levels of The Hickory.

TYPE A UNIT

Upper Level



parnell woods

THE CHESTNUT B-35

two bedroom

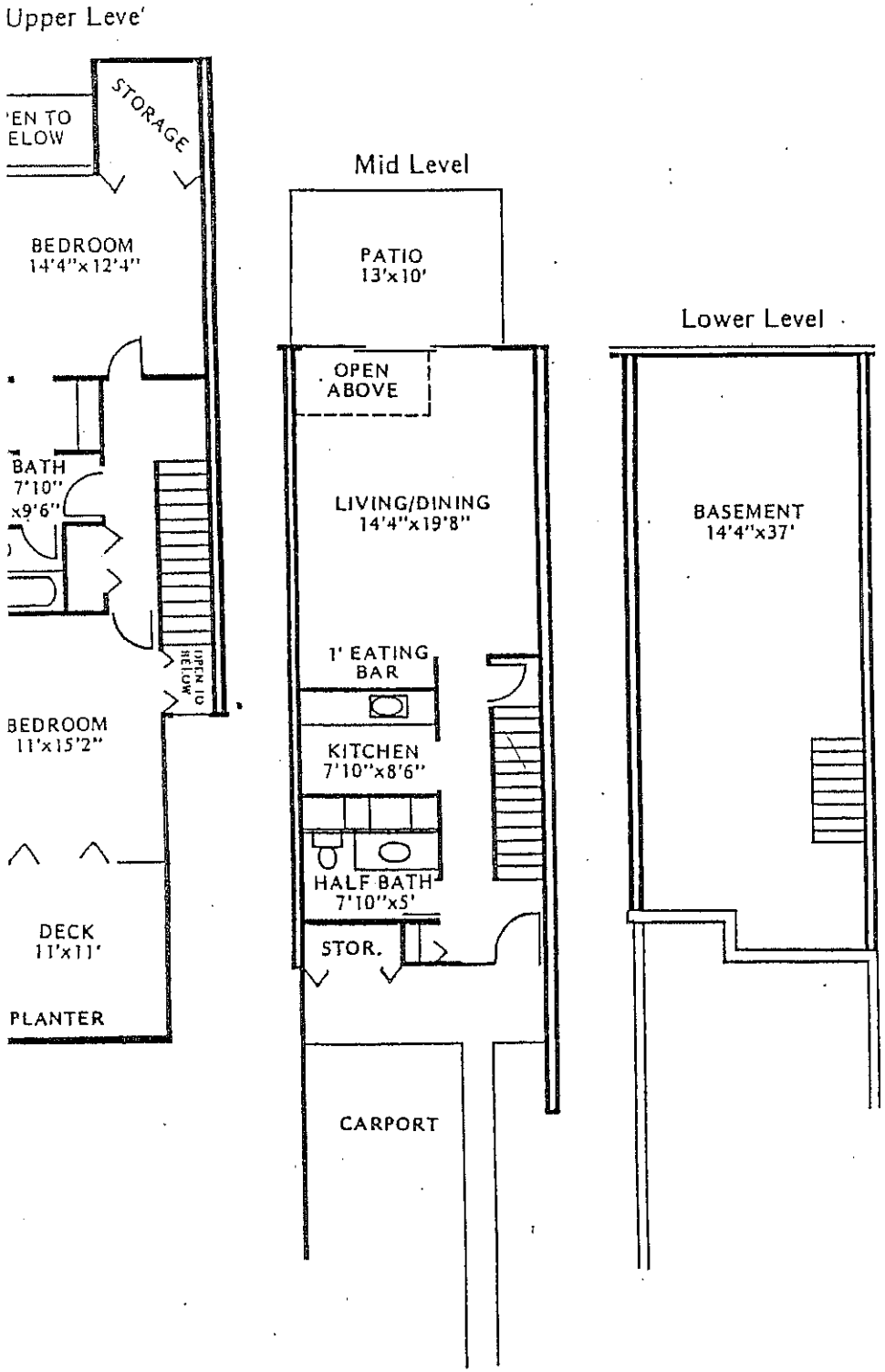
Two large bedrooms, approximately 12x15, at opposite ends of the upper level provide extra privacy in the Chestnut. Also featured on this level are two huge storage rooms, a full bath, oversize linen closet, a walk-thru closet and dressing area.

The mid level features an expansive living room, dining room, kitchen and half bath.

The lower level has a special location for the washer and dryer and may serve as a functional rec room.

There is a total of 1,855 square feet on the three levels of The Chestnut.

TYPE B UNIT



parnell woods

THE LARKSPUR C-11

two bedroom with deck

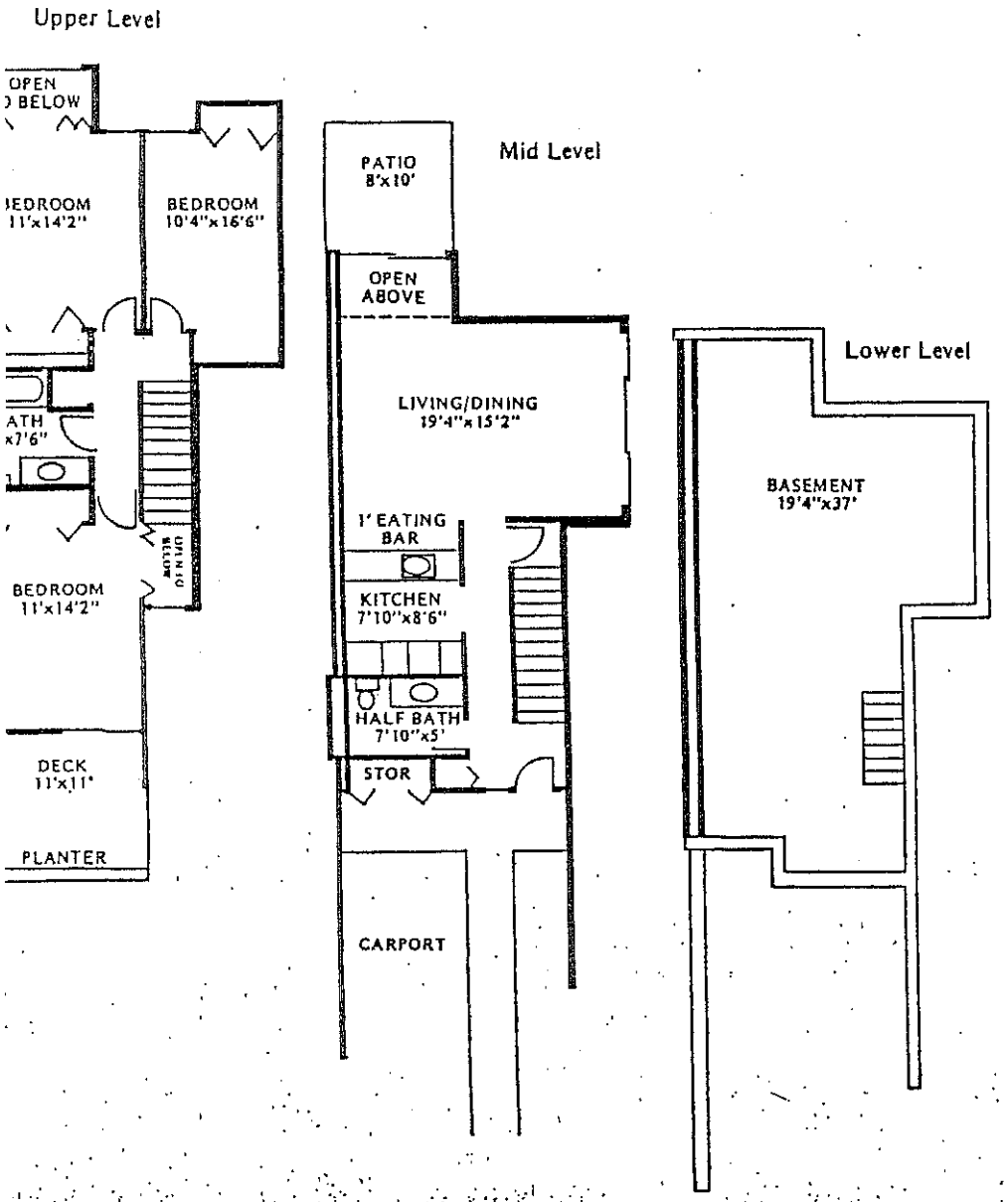
The upper level features two king size bedrooms, one open to the living room below, the other with patio doors to the deck. Also on the upper level are a full bath with separate dressing room, storage rooms and closets.

The mid level has a dining and living room, kitchen, half bath, closets and storage areas.

The lower level has ample room for the utility area and may be adapted to a rec room.

Total area on the three levels of the Larkspur is 1,775 square feet.

TYPE C UNIT



parnell woods

THE HAWTHORNE B -14

three bedrooms with deck

Three large bedrooms, one with an open view to the living room below, another with patio doors to the sun deck, occupy the upper level along with a full bath and plenty of closets and storage space.

The mid level has an L-shaped living room with an open ceiling to the bedroom above, a dining room, kitchen, half bath, closets and storage.

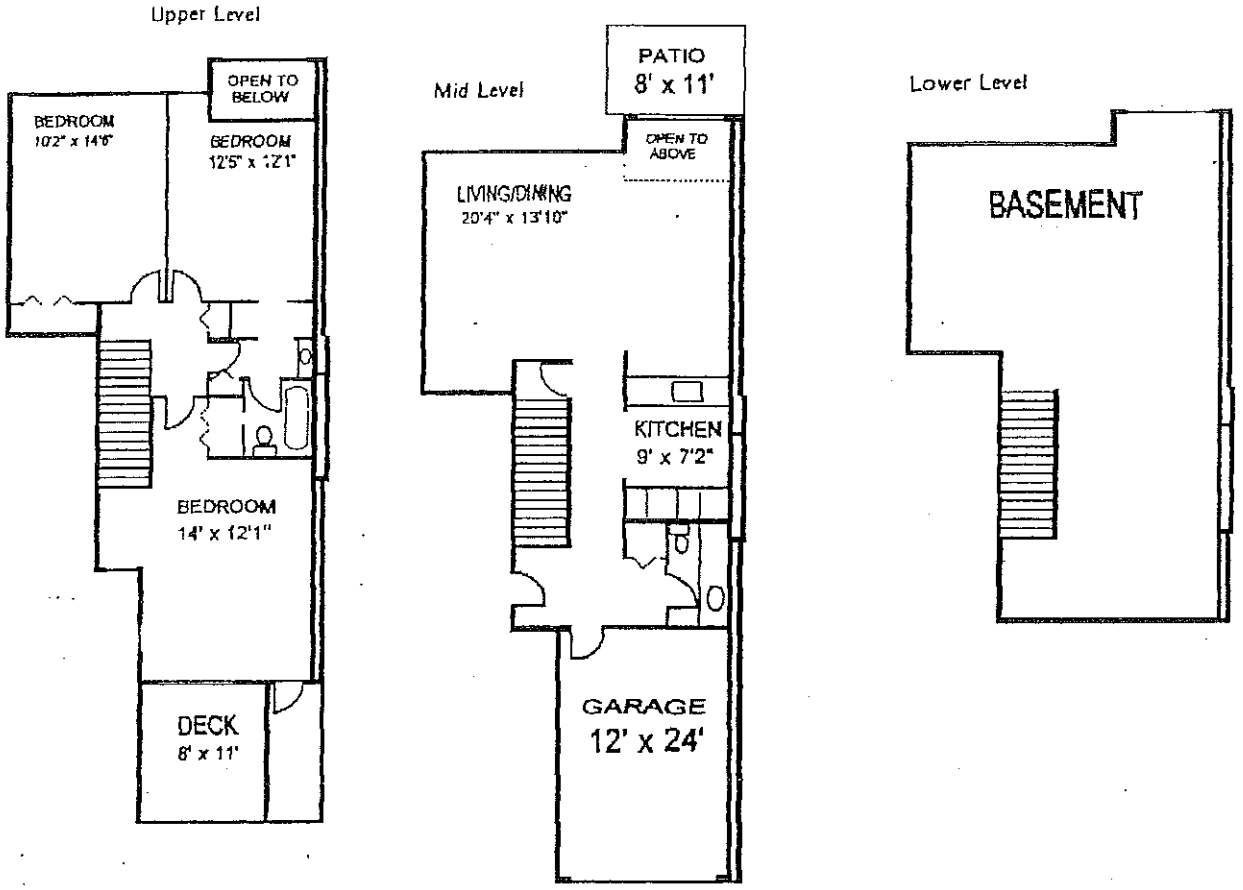
The lower level has a special area for the washer and dryer and may be adapted to a rec room.

Total area on the three levels of The Hawthorne is 1,980 square feet.

TYPE D UNIT

TYPE E UNIT

Type E (Townhouse units) consist of a basement; a first floor containing, a living room, a family room, a combination kitchen and dining area, and a powder room; and a second floor containing three bedrooms, a full bathroom, and storage area, having approximately 1520 square feet of living area and 710 square feet of basement, measured from outside wall to outside wall, and a one car garage.



Reprinted January, 1995.

BUYER - SELLER STATEMENT

Unit Address: _____

Unit Owner: _____

Buyer Name: _____

Unit Maintenance Fee: _____ Due Date: _____

Last Payment Date: _____ Arrears: _____

NOTE: Common area insurance, sewer, and water are included in Maintenance Fee.

Insurance Agent: _____

Phone No.: _____

Policy Period: _____

NOTE: Transfer of ownership fee (payable to Parnell Woods Condo Assoc.) is $350.00, and is due at time of closing.

Assessments Due: _____ Due Date: _____

NOTE: Owner must turn over to Buyer the following item, not later than 15 days prior to closing:

Disclosure packet with this page completed and a copy of the current budget statement.

NOTE: Owner must turn over to Buyer the following items, prior to or at closing:

1. Condominium documents
2. Pool key
3. Visitor parking permit
4. Maintenance fee coupon book
5. Special assessment coupons (if applicable)

Association waives the right of first refusal

Copy of financial statement and budget report attached

Prepared by:
Signature: _____ Phone No.: _____

Title: _____ Date: _____

Revised January, 1995
Reprinted August 2006

Parnell Woods Condominium Association
Amendment of the Rules and Regulations

Enacted 4-05-2011
Effective 5-05-2011

Rules and Regulation Amendment #2: Pool Rules

WHEREAS, the Board of Directors of the Parnell Woods Condominium Association is empowered, to from time to time adopt or amend rules & regulations pursuant to Article V, Section 8, By-laws.

WHEREAS, there is a need to clarify the language of a rule.

WHEREAS, it is the intent of the Board of Directors to remind people who use the pool that they should not get in the pool if their health may threaten the other user's health.

NOW THEREFORE, BE IT RESOLVED THAT the following rule be amended in the Parnell Woods Condominium Association Rules & Regulations as

Article IV (Rules)
Section H (Pool Rules)
Number 18

"Please consider the health and safety of others as you use the pool. If you have any health issues that might put others at risk, The Association would ask that you refrain from using the pool."

Theodore J Berg 4/22/11 Janice F. Bloedsen 4-30-11
President **Date** **Secretary** **Date**

2

09224917

DOC.# 09224917

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 04/27/2006 01:34PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 13.00

Return to: Holley Realty, Inc.
401 Pilot Court
Waukesha, WI 53188

STATUTORY RESERVE ACCOUNT STATEMENT OF PARNELL WOODS CONDOMINIUM ASSOCIATION

The Parnell Woods Condominium, which is located at:

A Condominium declared and existing under and by virtue of the Unit Ownership Act of the State of Wisconsin, according to the Declaration of Parnell Woods Condominium dated October 22, 1974, and recorded in the Register of Deeds office for Milwaukee County, on October 29, 1974, on Reel 818, Images 372 to 405 inclusive, as Document No. 4879061, together with an undivided interest in and to the common areas and facilities of the condominium, and common uses and rights appurtenant to said Unit. Including the exclusive use and right of easement of and in the limited common areas and facilities appurtenant to said Unit, all as set forth in the said Declaration and in Chapter 703 of the Wisconsin Statues, as amended. Said Declaration has been amended by Amendment to Declaration of Condominium recorded in said Register's office on May 1, 1978, on Reel 1105, Images 1213 to 1237 inclusive, as Document No. 5207008.

Pursuant to Wisconsin Statutes Section 703.163(11) hereby states that the Association maintains a statutory reserve account.

By: Marcia Lindholm
Marcia Lindholm, President

Countersigned

By: Luther T. Townsend
LUTHER T. TOWNSEND, Secretary

ACKNOWLEDGE

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me this 27th day of April, 2006, the above named Marcia Lindholm and Luther Ingram to me known to be the persons who executed the foregoing instrument and acknowledged the same.

E. Pizano
Notary Public, State of Wisconsin
My Commission Expires: 10-14-2007

E. PIZANO NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Morton M. Grodsky, Attorney at Law

TOTAL P.03