

WARREN
AVENUE
CONDOMINIUM TWO

CONDOMINIUM
DOCUMENTS

CONTEXT DESIGN, INC.

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REEL 3925 IMAGE 1453

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Document Number

Warren Avenue Condominium II- A
Condominium Indicated Disclosure
Materials

Document Title

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Walter B. Campbell REGISTER
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Name and Return Address

Joe A. Goldberger
10134 N Port Washington Road
Mequon, WI 53092

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121.00

WARREN AVENUE CONDOMINIUM II

A CONDOMINIUM

INDICATED DISCLOSURE MATERIALS

Location of Condominiums:

1646 N. Warren Avenue
Milwaukee, Wisconsin 53202

(All in the City of Milwaukee, County of Milwaukee, Wisconsin)

Declarant:

Context Design, Inc., a Wisconsin Corporation
1636 N. Warren Avenue
Milwaukee, Wisconsin 53202
(414) 226-2379

Agent:

Jennifer Parsons

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. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME, WITHIN FIVE (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.

INDEX OF DISCLOSURE MATERIALS

1. **Declaration**. The Declaration establishes and describes the condominium units and the common areas. The Declaration begins at Page A-1.
2. **By-Laws**. The By-Laws contain rules which govern the condominium and effect the rights and responsibilities of the Unit Owners. The By-Laws begin on page A-12.
3. **Management Contract**. The Management Contract provides for the operation of the condominium by an outside manager. The Management Contract begins on page B-1.
4. **Annual Operating Budgets**. The Association incurs expenses for the operation of the Condominium which are assessed to the Unit Owners. The operating budget is an estimate of those charges, which are in addition to mortgage payments. The budget begins on page C-1.
5. **Leases**. There are no leases affecting the Condominium.
6. **Expansion Plans**. There are no provisions for the expansion of the Condominium.
7. **Floor Plans and Maps**. The floor plans for the Condominium are shown on Exhibits A-C to the Declaration. The Condominium Plat is shown on Exhibit D to the Declaration. There are no facilities for recreation or any other use not shown on the site plan which is part of the Condominium Plat.
8. **Easement**. There are certain Easements which are burden or benefit the Condominium. The Easements are at page D-1.
9. **Master Association**. Certain facilities of this Condominium are maintained by a Master Association. An Association Relationship Flow Chart is at page E-1.

**DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR
WARREN AVENUE CONDOMINIUM II, A CONDOMINIUM**

THIS DECLARATION is made and entered into by Context Design, Inc., a Wisconsin Corporation. hereinafter referred to as the "**DECLARANT**".

WITNESSETH, THAT:

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

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, for a small residential condominium as amended from time to time (hereinafter referred to as the "ACT"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as the Warren Avenue Condominium II, a Condominium) and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protection of the value, desirability, appearance and aesthetics of the property; and

WHEREAS, it is the intention of the Declarant to sell the improvements situate upon the Property as condominium units with a partywall division between said condominium units: each condominium unit owner shall be the owner in fee simple of the real estate upon which the condominium is situate, together with the deck, patio or garden appurtenant thereto, and each owner of a condominium unit owning an undivided one-half (1/2) interest as a tenant in common

in and to the remaining portions of the Property, subject to the easements, restrictions, conditions

on use and covenants contained herein, a plat of said condominium units and the Property being attached hereto as Exhibit "A" and incorporated herein for all purposes.

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, DECLARES AS FOLLOWS:

ARTICLE I

The real estate subject to this declaration is described as follows:

The legal description for the real estate subject to this declaration is set forth on Exhibit "D" attached hereto, together with an easement for ingress and egress and parking over that portion of driveway and parking area located at 1636 N. Warren Avenue as shown on Exhibit "D" attached, however subject to an easement for the use of the garden area as shown on Exhibit "D".

Said real estate is also described and delineated on a Plat of Survey attached hereto as Exhibit "D:" which, by reference thereto, is made a part hereof.

This condominium is a conversion of an existing two unit building. The units shall be used for residential purposes only as more fully set forth hereinafter.

Each unit shall have the exclusive right to park vehicles as more fully set forth hereinafter and otherwise utilize that portion of the driveway and parking areas designated on Exhibit D attached. The driveway shall serve all of the units of the Warren Avenue Condominium I and Warren Avenue Condominium II, except as limited with respect to Warren Avenue Condominium II. The driveway shall at all times be kept free and clear of obstructions of any type except for temporary parking for purposes of delivery of items, moving or emergency use.

That portion of the common elements immediately adjacent to a unit shall be limited to use by the owner of that unit, their family, guests and invitees. All grounds care and maintenance shall be done on the same day to insure uniformity of the common elements of the condominium. If a unit owner fails to maintain their unit in a sound and sightly condition, the association may, after giving the unit owner fifteen (15) days written notice to make necessary repairs and/or improvements to its condition and appearance, make the necessary repairs and or improvements and assess the costs of same to the unit owner.

The Declarant, and after its formation, the association shall have the right to utilize the water and exterior water faucets of each unit for the purpose of watering the lawn adjacent to the unit. There is no provision in the condominium for the furnishing of water to the common and

limited common elements from a separately metered water service. As water is furnished from all units, the costs of same will be deemed to be equal to each unit owners share of the expense of watering the lawns and no compensation will be paid to the unit owner.

The condominium association for this condominium and for the condominium known as Warren Avenue Condominium I shall join in a master association for the purpose of procuring contracts for services to the condominium and for the overall operation, repair and maintenance of the condominiums. In the event the unit owners of both condominiums unanimously vote to cease operating under a master association, each condominium may then withdraw from the master association and to operate independent of each other under their individual condominium associations. Any vote required in the operations of the master association, other than the vote to withdraw from the master association, shall require approval by 80% of the members of the board. Each unit in each condominium shall have representation on the board of directors of the master association by the unit owner or one of the unit owners.

The Declarant prior to the formation of the condominium association, and the condominium association thereafter, shall prepare a budget for the operation of the condominium association for each year until the units have all been sold. Each unit that has been sold shall pay the assessment for their unit. The Declarant shall not be required to pay any assessments on any unit owned by Declarant that is not occupied as a residence. Declarant shall contribute to the costs of the operations of the condominium association such funds as shall be required for its operations after deduction of the assessments collected. It is understood that Declarant may expend more or less than the amount of the assessment for the units owned by Declarant. Declarant shall be charged with responsibility for the operations and maintenance of the condominium during the sales period and, as a result, will be contributing substantially to the condominium association and its operations.

The Declarant, until such time as Declarant shall have sold all of the units in the condominium, shall have the right to use any unsold unit and the common areas as may be necessary to expedite the sale of the units, including but not limited to, the maintaining of a sales office, the holding of open houses, and the erecting of signs.

Said real estate and all improvements thereon and appurtenances thereto shall be known as WARREN AVENUE CONDOMINIUM II, A CONDOMINIUM. The address shall be 1646 N. Warren Avenue, Milwaukee, Wisconsin 53202, with the individual units having the addresses of Unit 1, 1646 N. Warren and Unit 2, 1646A N. Warren Avenue, Milwaukee, Wisconsin 53202.

ARTICLE II

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

2.01 **Declaration**: This instrument, by which the Property, as hereinafter defined, is

submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.02 **Property**: The air space, land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be subject to the provisions of the ACT.

2.03 **Units**: A part of the property subject to this Declaration under the Act intended for independent use as a single family residence including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in any of the buildings.

2.04 **Unit Owner**: The person, combination of persons, partnership or corporation who owns a unit and an undivided interest in the common areas and facilities appurtenant to such unit in the percentage specified and established in the declaration.

2.05 **Unit Number**: The number, letter, or combination thereof, designating the unit in the declaration.

2.06 **Association**: All of the unit owners acting as a group in accordance with the Declaration.

2.07 **Building**: A structure containing 1 or more units, or 2 or more structures each containing 1 or more units and comprising a part of the property.

2.08 **Common Elements**: All of the condominium except the units and including but not limiting thereto:

- (a) The land on which the buildings are located;
- (b) The foundations, columns, girders, beams, supports, main walls, roofs, and entrances and exits of the buildings;
- (c) The grounds, basements, yards, gardens, parking areas, storage spaces, play areas, parks and recreational facilities; except individual Unit basements;
- (d) The garden shed for the storage of property utilized in the maintenance of the property and for the storage of property owned by the unit owners;
- (e) Installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating, as applicable;
- (f) The tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and

installations existing for common use; and

(g) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.09 **Common Expenses:**

(a) All sums lawfully assessed against the unit owners by the association of unit owners:
and

(b) Expenses declared common expenses by this act or by the declaration.

2.10 **Common Surpluses:** The balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

2.11 **Limited Common Elements:** Those common elements designated in the declaration as reserved for exclusive use of one or more but less than all unit owners.

2.12 **Majority or Majority of Unit Owners:** The unit owners with more than 75% of the votes in accordance with the votes assigned in the declaration to the units for voting purposes.

2.13 **Person:** Individual, corporation, partnership, association, trustee or other legal entity.

2.14 **Unit Ownership:** A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2.15 **Parking Stall:** The area provided for parking automobiles as shown on Exhibit D attached hereto, assigned to an individual Unit and hereinafter described. The boundaries of the Parking Stall shall be the lines painted on the surface of the parking area and as described in the plat attached hereto and incorporated herein.

2.16 **Occupant:** Person or persons, other than Owner or Unit Owner in possession

2.17 **Plat:** The Plat of Survey of the Property, Buildings and all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit D: and by reference expressly incorporated herein and made part hereof and registered and filed concurrently with the registration of this Declaration with the Milwaukee County Register of Deeds.

2.18 **Streets and Roads:** The surfaced portions of the property set aside for use for travel by foot, animal or vehicle to and from the buildings to the public streets or highways

2.19 **Master Association:** An association as provided under the provisions of Section 703.15, of the Wisconsin Statutes, which exercises the powers granted under the Condominium

Ownership Act on behalf of one or more condominiums or for the benefit of the unit owners of one or more condominiums.

ARTICLE III

PROPERTY AND UNITS; SUBMISSION TO ACT

3.01 **Submission of Property to the Act:** The Declaration hereby submits the Property to the provisions of the Act, for a small residential condominium, as provided under Section 703.365, of the Wisconsin Statutes.

3.02 **Units: Description and Ownership:** The legal Description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat, attached hereto as Exhibit D. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereon as shown on the Plat. Except as otherwise provided by the Condominium Ownership Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his/her Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

Each unit in the condominium shall consist of the designated area shown on the plat, attached hereto as Exhibit D, and shall be constructed as provided on the plans and specifications incorporated in Exhibit D attached.

There shall be one building with two units designed and intended for use as single family residential condominium units. The principal materials of which the building is constructed is as follows:

1646: concrete block foundation and basement, wood floors, stucco siding and asphalt shingle roof.

Each unit has a separate gas forced air heating unit and water heater. All utilities for each unit will be separately metered, except that water service which is not separately metered shall be paid by the Association as a Common Expense.

3.03 **Certain Structures Not Constituting Part of a Unit:** No Unit Owner shall own any pipes, wires, conduits public utility lines or other structural components running through his/her Unit and serving more than his/her Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit, except as a tenant-in-common with all other Unit Owners.

ARTICLE IV

COMMON ELEMENTS: LIMITED COMMON ELEMENTS

4.01 **Ownership of Common Elements:** Each Unit Owner shall be entitled to and own a undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his/her Unit. The extent or amount of such ownership shall be allocated equally among the unit owners. The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02 **Partition of Common Elements:** There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

4.03 **Common Elements: Description:** The Common Elements shall be designated and set forth on Exhibit D, attached hereto, and shall consist of all of the condominium except the units.

4.04 **Limited Common Elements: Description:** The Limited Common Elements shall be as designated and set forth on Exhibit D, attached hereto, and shall be identified thereon as to type, extent and unit or units to which the Limited Common Element is assigned. Fixtures designed to serve a single unit and located contiguous to the boundary of the unit shall be deemed to be a Limited Common Element appertaining to that unit exclusively and need not be shown on Exhibit D.

ARTICLE V

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 **No Severance of Ownership:** No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his/her Unit Ownership without including therein both his/her interest in the Unit and his/her corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

5.02 **Use of the Common Elements:** Subject to the provisions of Section 5.04, each

Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of Common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration and the rules and regulations of the Board of Directors (hereinafter described and for convenience hereinafter sometimes referred to as the "Board").

5.03 **Maintenance of Common Elements: Common Expenses:** Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. Included in the requirements for maintenance of the limited common areas of each unit owner as and to the limited common area appurtenant to said unit shall be the following which each person who purchases the unit subject to the Declaration agrees and covenants to perform, to-wit:

- (a) Keep shrubbery, ground cover, trees and landscaping maintained and cared for in a neat and presentable condition;
- (b) Share in the maintenance and upkeep of the gutters and downspouts with the other unit owner in the building with two (2) units, each contributing one-half (1/2) to the maintenance and upkeep of said gutters and downspouts on the building, and the unit owner in the one (1) unit building shall contribute the total cost of the maintenance and upkeep of the gutters and downspouts on the building;
- (c) Cause nothing to be stored or piled in the limited common areas, excepting fire wood, which shall be stacked in a neat and presentable condition;
- (d) Store all trash, garbage or other waste in the area designated for such storage in neat, orderly and sanitary containers;
- (e) Not hang laundry, rugs or other decorations from the exterior windows and decks of the units;
- (f) Not cause any boats, trailers, camper trailers, or motor homes to be kept and maintained at any location within the condominium;
- (g) Cause snow and ice to be promptly and properly removed.

5.04 **Easements:**

- (a) **Encroachments:** In the event that, by reason of the construction, settlement or

shifting of any Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the wilful conduct of said Owners.

(b) **Easements for Utilities:** The providers of services to the property including electricity, gas, sewer, water, telephone, cable tv and the City of Milwaukee are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with the utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The DECLARANT prior to the creation of the Board and the Board thereafter may hereafter grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the DECLARANT prior to the creation of the Board and the board thereafter an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit whether or not such walls lie in whole or in part within the Unit boundaries.

(c) **Easements to Run with the Land:** All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, his successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) **Easements for Police and Fire Protection:** A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

(e) **Easements for Post Office:** A perpetual easement is hereby granted for the free and

uninterrupted access to the grounds hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

5.05 Limited Common Elements:

(a) **Decks, Balconies, Gardens and Patios:** All decks, balconies, gardens and patios, if any, shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that deck, balcony and patio or those decks, balconies and patios, if any, direct access to which is provided from his/her respective Unit and which is or are located outside of and adjoining their respective Unit; unless and until such time as the Board as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the decks, balconies and patios, the exclusive use and possession whereof is extended hereby, at his/her own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such deck, balcony and patio, in any manner contrary to such rules and regulations as may be established by the said Board of Association (hereinafter referred to). In the event any such deck, balcony and patio shall be appurtenant to more than one Unit, then all rights and obligations of the Owners of each such Unit with respect to the use, maintenance and repair of such deck, balcony and patio shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

(b) **Driveways and Parking:** Access by motor vehicle to the unit shall be limited to the paved or unpaved driveway from the public roadway to the parking area. Any driveway or parking area shall be a part of the Common Elements and not part of the individual unit, except any Parking Stall assigned to and made a part of the unit by virtue of the easement for ingress, egress and parking which, for all purposes, shall be deemed to run with the land. Parking shall not be permitted on the Common Elements or the Limited Common Elements except in accordance with any rules and regulations the Board may provide. Parking in any Parking Stall shall be limited to one motorized vehicle per Parking Stall, which motor vehicle shall be in operating condition and currently licensed by the State of Wisconsin. No recreational vehicles, inoperable vehicle, nor any vehicle which is of a size which interferes with the use and enjoyment of the parking area by any owner shall be stored in a Parking Stall.

(c) **Yards:** All front, side and back yards, if any, shall be part of the Common Elements and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of any yard(s) which is or are adjacent to their unit and designated as a Limited Common Element appurtenant to their unit on the floor plans attached hereto on Exhibit D. The maintenance of such yard(s), except those designated as a Limited Common Element, shall be the responsibility of the Board and the expense of maintaining the yard(s) shall be a Common Expense.

(d) **Trash Areas:** Trash Areas shall be assigned to the individual units as per Exhibit D.

(e) **Storage Areas:** Storage areas in any Building outside of the respective Units shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Board may by its rules and regulations prescribe.

5.06 **Separate Mortgages of Units:** Each Unit Owner shall have the right to mortgage or encumber his/her own respective Unit, together with his/her respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his/her own Unit and his/her own respective ownership interest in the Common Elements as aforesaid.

5.07 **Separate Real Estate Taxes:** It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his/her Unit and his/her corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not billed separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his/her proportionate share thereof in accordance with his/her respective percentage of ownership interest in the Common Elements.

5.08 **Utilities:** Each Unit Owner shall pay for his/her own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

5.09 **Maintenance, Repairs and Replacements of Units:** Each unit owner shall furnish at his own expense and shall be responsible for the following:

(a) All of the maintenance, repairs and replacements within his own unit and all of the doors and windows appurtenant thereto, and all internal installations in such unit such as refrigerators, ranges or other kitchen appliances, lighting fixtures or other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the unit boundaries as specified on Exhibit D attached hereto, provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas, and sewer service or electricity to each of the units in common shall be furnished by each of the unit owners as common expenses which shall be shared equally by each of the unit owners.

(b) All of the maintenance, repairs and replacements of the patios, balconies and gardens appurtenant thereto.

(c) All of the decorating on the interior of his own unit and within his own unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decoration and exterior decorating. Each unit owner shall be entitled to the exclusive use of such portions of the interior perimeter walls, floors and ceilings as lie within the boundaries of his own unit as shown on the plat, and such unit owner shall maintain such portions in good condition as a sole

6.02 **Determination of Board to be Binding:** Notwithstanding that the words "Board" and "Association" may in some instance be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

6.03 **Voting Rights:** There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his/her or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Board before the scheduled time of the meeting. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. Each unit shall have one vote. The DECLARANT (or his nominee) may exercise the voting rights with respect to any Unit owned by the DECLARANT.

6.04 **Meetings:**

(a) **Quorum: Procedure:** The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any voting member in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) **Initial and Annual Meeting:** The Initial Meeting of the Voting Members shall be held upon fifteen (15) days written notice given by the DECLARANT immediately upon the establishment of the small residential condominium. The condominium is established upon recording of the Declaration. The Warren Avenue Condominium II Association, a Condominium Association shall exist immediately upon establishment of the condominium. The Declarant shall have rights in the Association only as an owner of a unit(s).

(c) **Special Meetings:** Special Meetings of the Voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said Meeting shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having seventy-five percent (75%) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for said Meeting. The notices shall specify the date, time and

place of the Meeting and the matters to be considered.

6.05 **Notices of Meetings:** Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by the persons to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board.

6.06 **Board of Directors: Election: Meetings:**

(a) The Board of Directors shall be composed of one representative from each unit. The representative must be a unit owner. At each annual meeting, the unit owners shall elect by a majority of the owners of the unit, a representative. Three (3) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of (1) year or until their successors are elected and qualify. If a member of the Board of Directors shall cease to meet any qualification herein required for a Member of the Board, such Member shall thereupon cease to be a Member of the Board and his/her place on the Board shall be deemed vacant. Vacancies in the Board shall be filled by the remaining unit owners of the unrepresented Unit. The Unit owners shall notify the Board in writing of their selection for representative. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by seventy-five percent (75%) vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association), a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of secretary, including counting votes at any meeting, and a Treasurer to keep the financial records and books of account.

(c) Any Board Member may be removed from office, by the affirmative vote of the Voting Members having at least three-fourths (3/4) of the total votes, at any Special Meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by seventy-five percent (75%) vote of the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(d) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners and at the same place. The Board shall hold regular meetings at least once each quarter. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice or consent to any action of the Board without a meeting.

(e) Board Members shall receive no compensation for their services, unless expressly

provided for in resolutions duly adopted by the Unit Owners.

6.07 **General Powers of the Board:** Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

- (a) To elect the officers of the Association as hereinabove provided;
- (b) To administer the affairs of the Association and the Property;
- (c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchase for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);
- (h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- (i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Unit Owners; and
- (j) To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration.

6.08 **Specified Powers of the Board:** The Board, for the benefit of the Board, the

Association and all Unit Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided, the following:

(a) **Utility Service for Common Elements**: Water, sewer, waste removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units);

(b) **Casualty Insurance**: Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be common expenses. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Board as Trustees for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as provided by the Act. The proceeds of such insurance shall be applied by the Board as provided by the Act.

Each unit owner may, at said unit owner's personal expense carry additional casualty insurance on the unit and may provide for said insurance to be paid direct to the unit owner. Each unit owner shall be responsible for all insurance coverage on the contents of the unit and the personal property of the unit owner located on the common elements of the condominium.

(c) **Liability Insurance**: Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as the Board shall deem desirable, insuring each Unit Owner, from liability in connection with the Common Elements and the streets, sidewalks and areas adjoining the Property. The premiums for such insured, if any, shall be Common Expenses.

(d) **Workmen's Compensation**: Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) **Wages and Fees for Services**: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association;

(f) **Care of Common Elements**: Landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units, which the Owner shall paint, clean, decorate, maintain and repair, and subject to the provisions of subsection (1) of this Section 6.08, not including any portion of the Common Elements which are the responsibility of any Owner) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide

the same for the Common Elements;

(g) **Additional Expenses:** Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as first class buildings or for the enforcement of this Declaration;

(h) **Discharge of Mechanic's Liens:** Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

(i) **Certain Maintenance of Units:** Maintenance and repair of any Unit as provided in this declaration, and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Buildings and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board of Association is responsible. It may likewise enter any balcony or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Owners absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his/her representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not. The Board reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key.

(j) **Capital Additions and Improvements:** The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements subject to all the provisions of this Declaration) having a total cost in excess of five thousand dollars (\$5,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of five thousand dollars (\$5,000.00), without in each case the prior approval of the Voting Members holding three-fourths (3/4) of the total votes.

(k) **Certain Utility Services to Units:** The Board may pay from the maintenance fund for water and sewer taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his/her share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

6.09 **Rules and Regulations:**

(a) **Rules:** The Board, at the direction of the Voting Members having three-fourths (3/4) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) **Management:** Notwithstanding any other provision herein, the Board may, after prior approval of the Voting Members having three-fourths (3/4) of the total votes, engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

ARTICLE VII

BUDGET-ASSESSMENTS-MAINTENANCE FUND

7.01 **Method of Assessment and Collection of Common Expenses:** The Board shall each year, on or before December 1, estimate the total amount necessary to pay the costs of all common expenses for the coming year, including funds necessary to establish and maintain a reserve for replacements and contingencies. Upon determination of the amount due, the Board shall divide the total sum due by the number of units in the condominium to determine each unit's share of the expenses, it being the intent that each unit shall pay a like share as every other unit. The amount due from each unit shall be divided by twelve and each unit owner shall pay the one-twelfth of the annual sum due to the association on or before the 1st day of each month.

In the event the expenses for the current year exceed the amount assessed, the excess amount due shall be divided equally among the unit owners and shall be paid in equal monthly installments based on the number of remaining months in the current calendar year. In the event of any excess funds being left at the end of the current year, said funds shall be credited toward the assessments due from the unit owners in the succeeding year.

At the time of the first occupancy of a unit, the Unit Owner shall pay to the association

a sum equal to three months assessments, same to be place in the reserve for contingencies and replacement fund for use when needed.

7.02 **Budget:** Any proposed expenditure or action for the repair, maintenance or upkeep of the property, or for the operation of the property shall be subject to review or challenge as provided under the statutes.

7.03 **Records:** The Board shall keep full and correct books recording the receipts, expenses and reserves of the association. The books shall be available for inspection by an owner or representative of the owner identified in writing during normal business hours upon written request. The Board may require a written notice of the request to inspect the books and may levy a reasonable charge, not to exceed twenty-five and no/100 dollars (\$25.00), to be prepaid prior to any inspection. The Board shall furnish the owner upon written request a statement of the current amount due from the owner for any assessments.

7.04 **Remedies for Failure to Pay Assessments:** If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board, the Board shall have the authority for and on behalf of itself and said Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments.

ARTICLE VIII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

8.01 The units and common elements shall be occupied and used as follows:

(a) **Purpose:** No part of the Property shall be used for other than private housing and related common purposes for which the Property was designed. Occupancy of any Unit for purposes of sleeping and residential use shall be limited to a total number of persons determined as follows: A maximum of two (2) persons per bedroom plus an added two (2) persons for the unit. Permission may be given by the Board for temporary use by a greater total number of persons for a limited period of time.

(b) **Leasing of Units:** The Declarant may lease a unit on such terms and conditions as it desires in its sole discretion. Following the conveyance of each unit to an owner, that unit may only be leased under the following terms and conditions:

(i) The Lease must be in writing, signed by the owner and the tenant. A copy of the lease must be provided to the Board prior to the commencement of the lease term.

(ii) The lease must be for a period of not less than one year;

(iii) The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, By-Laws and all rules and regulations of the board and/or association.

(vi) The lease must provide the board the right and authority to enforce the provisions of the Declaration, By-Laws and all rules and regulations of the condominiums, including the right to evict the tenant and in the name of the owner, if the tenant has failed and refused to comply with the Declaration, By-Laws and all rules and regulations of the condominiums.

(c) **Obstruction, Hazard Uses and Wastes:** There shall be no obstruction of the Common Elements without the prior consent of the Board, nor shall anything be stored in any Unit or the Common Elements which will increase the rate or cancel insurance on the property or be in violation of any law. No waste shall be committed in the Common Elements.

(d) **Exterior Exposure of Buildings:** Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(e) **Interior of Buildings:** The use of the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board.

(f) **Impairment or Structural Integrity of Building:** Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein.

(g) **Signs: Sales:** The right is reserved by the DECLARANT, or his agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the Property as may be required to facilitate the sale of unsold Units. The right is hereby given to the Board or its representative to place "For Sale" or "For Rent" signs on any unit or on the Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee or the Board.

(h) **Alterations of Common Elements:** Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(i) **Parking Area:** That Parking Area as identified in Exhibit D as Parking Area shall be used by the Owners for parking purposes, subject to the exclusive rights of the respective Unit Owners as to each Parking Stall. Parking in any Parking Stall shall be limited to one motorized vehicle per Parking Stall, which motor vehicle shall be in operating condition and currently licensed by the State of Wisconsin. No recreational vehicles, inoperable vehicle, nor any vehicle which is of a size which interferes with the use and enjoyment of the parking area by any owner shall be stored in a Parking Stall. No use shall be in violation of local ordinances or state law. The use of the parking unit shall not be leased by the unit owner, except in the case of the lease

of a unit, the tenant shall be permitted to utilize the parking unit appurtenant to leased unit.

(j) **Restrictions on Animals**: No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common areas or limited common areas, except that dogs, cats or other domesticated household pets may be kept in the units and kept on leash in the limited common areas, provided that they are not kept, bred or maintained for any commercial purposes. Any and all residue and manure from household pets which is deposited by said pets upon the condominium lands or any portion thereof shall be removed from said condominium lands by the Unit Owner who owns said pet upon discharge by the said pet. All dogs shall be leashed when in common areas. Each Unit Owner shall be solely responsible for the repair of any damage caused by any pet owned by or under the control of said Unit Owner.

(k) **Nuisances**: No unlawful, immoral, noxious or offensive activity shall be carried on in any of the units or in the common areas or limited common areas, nor shall anything be done therein or thereon either willfully or negligently which may be or become a public nuisance or annoyance to the other unit owner. Specifically, the unit owners shall refrain from the playing of loud music in the units, common areas and limited common areas.

(l) **Impairment of Common Utilities**: No unit owner shall overload common electric wiring in the units utilized in common with other owners, or operate any machines, appliance, accessories or equipment in such manner as to cause an unreasonable disturbance to the other unit owner or an electrical overload on any electrical system used in common with others.

(m) **Prohibited Activities and Signs**: No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, except an owner may maintain his personal business records or professional records or accounts in the unit or maintain his personal or professional library therein or handle his personal business calls or professional telephone calls or correspondence from the unit.

(n) **Prohibited Activities: Common Areas**: No common area shall be utilized for parties, picnics, barbecues or such similar or dissimilar activity as may be reasonably expected to interfere with quiet enjoyment of the condominium by the unit owners or be or become an annoyance to the unit owner(s).

8.02 The Declaration shall govern the management and operation of the Condominium, including any restrictions on or requirement respecting the use and maintenance of the units and the Common elements.

ARTICLE IX

INVOLUNTARY SALE

9.01 Involuntary Sale:

(a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale or deed in lieu of mortgage foreclosure), the person

acquiring title through such sale shall give, before taking possession of the Unit so sold, thirty (30) days written notice to the Board of his intention so to do, whereupon the members of the Board of Directors and their successors in office, acting on behalf of the other Unit Owners as hereinafter provided, shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If sale option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money (directly or in escrow, pending title clearance), to the purchaser within said thirty (30) day period.

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VII.

(c) In the event of condemnation under the Laws of Wisconsin of a portion of the premises including therein a residential building or buildings whereby construction of a like building or buildings cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be disbursed as follows:

(1) To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit and the right of action, if any, arising thereunder and attributable to said Unit, together with said Owner's interest in the condemnation award for the common elements condemned plus a sum equal to said Owner's interest in the remaining common elements to be paid by the remaining owners.

(2) To the Owners of the common elements whose residential Units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation, any award obtained by legal action, shall be disbursed to the Owners as their common interests may appear, including the Owners of those Units condemned as though they were voting members.

(3) The decision as to whether a like building, or buildings may be constructed elsewhere on the premises, shall be determined by the voting members. A favorable vote for construction shall be seventy-five percent (75%) of the voting members. Any proposed construction shall be subject to the Laws of the State of Wisconsin and the Ordinances of the City of Milwaukee and the County of Milwaukee.

(4) The condemnation of an Owner's unit and its non-replacement with a like unit, shall terminate said Owner's unit and its non-replacement with a like unit, shall terminate said Owner's membership. The remaining members shall constitute the Owners of all common elements and their interests therein shall be recomputed according to the ratio their unit bears to the total of the remaining units as set forth in this Declaration.

9.02 **Responsibility of Transferees for Unpaid Assessments:** In a voluntary transfer of a Unit, other than a transfer in lieu of mortgage foreclosure, the transferee of the Unit shall

be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferor therefor. However, any such transferee shall be entitled to a statement from the Board or President; or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. In the event the association or the Board does not provide a statement setting forth any sums due within five (5) business days after transferee's request for same, the association or the Board shall be barred from claiming a lien against the transferee.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

10.01 Insurance:

(a) **Sufficient Insurance:** In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within sixty (60) days after said damage, or destruction, shall occur, the Unit owners elect either to sell the Property as hereinafter provided in Article XI or to withdraw the Property from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event of damage or destruction to any single building or the buildings aggregating less than fifty percent (50%) of the total building or buildings shall be promptly repaired or restored, subject to the provisions of Article VI Section 6.08 hereinbefore set forth.

(b) **Insufficient Insurance:** In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

(c) **Additional Insurance:** Any Owner may, at said Owner's option, carry additional insurance on his/her unit including coverage for any substantial improvements made therein.

(d) **Voting Requirements:** Any vote of the Owners required under this section shall require the affirmative vote of the Owners having 75% or more of the votes.

10.02 **Substantial Restoration:** Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI

SALE OF THE PROPERTY: REMOVAL FROM CONDOMINIUM OWNERSHIP

11.01 **Voluntary Sale of the Property:** The Owners by affirmative vote of 100% of the total vote, at a meeting of Unit Owners called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale.

11.02 All of the Owners may remove the property from the provisions of this Declaration by executing and recording an instrument to that effect. All holders of liens affecting any of the units must consent in writing, said consent to be duly recorded, to the transfer of their lien to the percentage of undivided interest of the unit owner in the property.

In the event of the removal of the property from the provisions of this Declaration, the property shall be deemed to be owned in common by the unit owners. The percentage of undivided interest in the condominium shall be the percentage interest of the unit owner as a tenant in common.

ARTICLE XII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS REGULATIONS AND OWNER'S REMEDIES

12.01 **Abatement and Enjoyment:** The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 12.02 next succeeding:

(a) To enter upon the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the DECLARANT, or his successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(c) To seek damages by appropriate legal proceedings.

12.02 **Involuntary Sale:** If any owner (either by his/her own conduct or by the conduct of any other occupant of his/her unit) shall violate or breach any covenants, restrictions or provisions of this Declaration or of the Act, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur or shall reoccur more than once thereafter, then the Board shall have the power to issue the defaulting Owner a thirty day notice in writing to terminate the rights of the said defaulting

Owner to continue as an Owner and to continue to occupy, use or control his/her Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the Court shall enjoin and restrain the defaulting Owner from re-acquiring his/her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any then existing mortgage, court costs, court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner. In the event the Board declines or refuses to act, the non-defaulting owner or owners shall have the right to enforce the provisions of Section 12.01 and 12.02.

12.03 Expense, Maintenance and Operation Arbitration: In the event:

A. A proposed expenditure or action for the repair, maintenance or upkeep of the property, or for the operation of the property, is not approved by the Board of Directors and any unit owner believes the expenditure or action is necessary for the safety and proper use of the property or of the owner's unit.

or

B. An expenditure or action is approved by the Board of Directors and any unit owner believes the expenditure or action is contrary to the safety and proper use of the property or the owner's unit.

The unit owner or owners challenging a decision of the Board of Directors described under paragraph A or B shall give written notice of the objection to all unit owners and mortgagees within 45 days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse or modify the decision.

The unit owner or owners may challenge the decision after reconsideration by the Board of Directors as provided above only in an arbitration proceeding under ch. 788. Acceptance of a conveyance of a small residential condominium which is subject to Sec. 703.365 (6) (b) to (e) is deemed to constitute an agreement by the unit owner to submit challenges to decisions of the Board of Directors to arbitration.

The Board of Directors, upon submission of the matter to arbitration as provided above, shall name a proposed arbitrator. The unit owner or owners may accept the proposed

arbitrator, or propose a different arbitrator. If there is no agreement on a single arbitrator, the two arbitrators shall select a third person and the three shall serve as an arbitration panel chaired by the third person. The expense of the arbitration shall be shared equally by the association and the unit owner of owners challenging the decision of the Board of Directors.

The arbitration award by the arbitration panel shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it.

ARTICLE XIII

ARCHITECTURAL CONTROL

13.01 **Architectural Control Committee**: No exterior additions or alterations, including painting or decorating, to the buildings, porch, patios, decks, balconies, additional fences, or changes in existing fences, hedges, walls, walkways or other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial preparation of the building, until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing by the Architectural Control Committee, composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. It is the stated intention of this paragraph to provide for the continued harmonious and consistent appearance of the condominium and to prevent the unsightly or haphazard development of the condominium. In the event the Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes shall have been commenced within sixty (60) days of application, such approval shall be deemed to have been given.

13.02 **Declarant Control**. The Declarant shall be the sole member of the Architectural Control Committee until such time as all units have been conveyed by the Declarant to a unit owner.

ARTICLE XIV

GENERAL PROVISIONS

14.01 **Notice to Mortgage Lenders**: Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

14.02 **Covenants to Run With Land**: Each grantee of the DECLARANT by the acceptance of deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all

impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions to the Declaration were recited and stipulated at length in each and every deed of conveyance.

14.03 **Non-Waiver of Covenants:** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

14.04 **Waiver of Damages:** Neither the DECLARANT, nor his representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the DECLARANT'S capacity as developer, contractor, Owner, manager, or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence ex delictu). Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.) In the event of any dispute, the DECLARANT, his successors or assigns, shall have the option to settle same in full by repurchasing the Unit from Unit Owner for a sum equal to Unit Owner's original purchase price plus an amount equal to two (2%) percent of said purchase price.

14.05 **Amendments to declaration:** The provisions of **Article III, Article IV, Article VII, and Section 14.06** of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against Unit Ownership. Other provisions of this Declaration. (Except: Section 13.04, which may never be changed without the written consent of Declarant; Section 9.01(a), which may never be changed to subject a mortgage foreclosure sale or deed in lieu of mortgage foreclosure sale to the rights of first refusal provided for under said section without the written consent of all mortgagees having bonafide liens of record against unit ownership; and Section 9.02 which may not be changed to render a transfer in lieu of mortgage foreclosure or voluntary transfer without the written consent of all mortgagees having bonafide liens of record against unit ownership), may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4 ths) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. Such change, modification or rescission shall be effective upon recording of such instrument in the office of the Register of Deeds of

Milwaukee County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

14.06 **Severability**: The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

14.07 **Perpetuities and Restraints on Alienation**: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of Bill Clinton and Tommy Thompson.

14.08 **Interpretation of Declaration**: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium residential development. In the event of any controversy arising under this Declaration, same shall be submitted to arbitration under the laws of the State of Wisconsin, as a pre-requisite to the commencement of any legal proceeding. The arbitration shall be non-binding unless mutually agreed between the parties thereto. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him or them. The expense of arbitration proceeding conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Milwaukee County, Wisconsin.

14.09 **Indemnity to Board Members**: The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake or judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by members or officers on behalf of the Unit Owners of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners of the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his/her percentage interest of all the Unit Owners in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or the Board or Association.

14.10 **Service of Process**: All legal notices and service of process which may be made or given to the Unit Owners, Board of Directors or to the development parcel shall be served upon Jennifer Parsons as President of Context Design, Inc., a Wisconsin Corporation, 1636 N.

Warren, Milwaukee, WI 53202. The Unit Owners shall designate such successors as may be required to the aforementioned party at an annual meeting or a special meeting called in accordance with the provisions of Section 6.04 herein.

14.11 **Expansion:** No Unit Owner shall enlarge, expand or add improvements to his/her Unit without the prior written consent of the other Unit Owner first having been obtained.

IN WITNESS WHEREOF, Jennifer Parsons, as President, and Jennifer Parsons, as Secretary of Context Design, Inc., a Wisconsin Corporation, has caused its name to be signed to these presents, this 14th day of October, 1996.

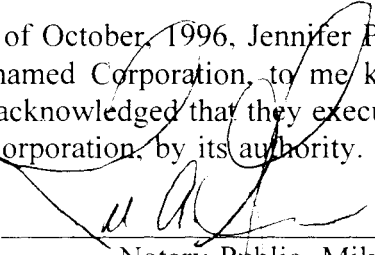
CONTEXT DESIGN, INC.,
a Wisconsin Corporation

BY: 
Jennifer Parsons, President

and BY: 
Jennifer Parsons, Secretary

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

Personally came before me this 14th day of October, 1996, Jennifer Parsons, President, and Jennifer Parsons, Secretary, of the above named Corporation, to me known to be such President and Treasurer of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.



Notary Public, Milwaukee County
State of Wisconsin
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY:

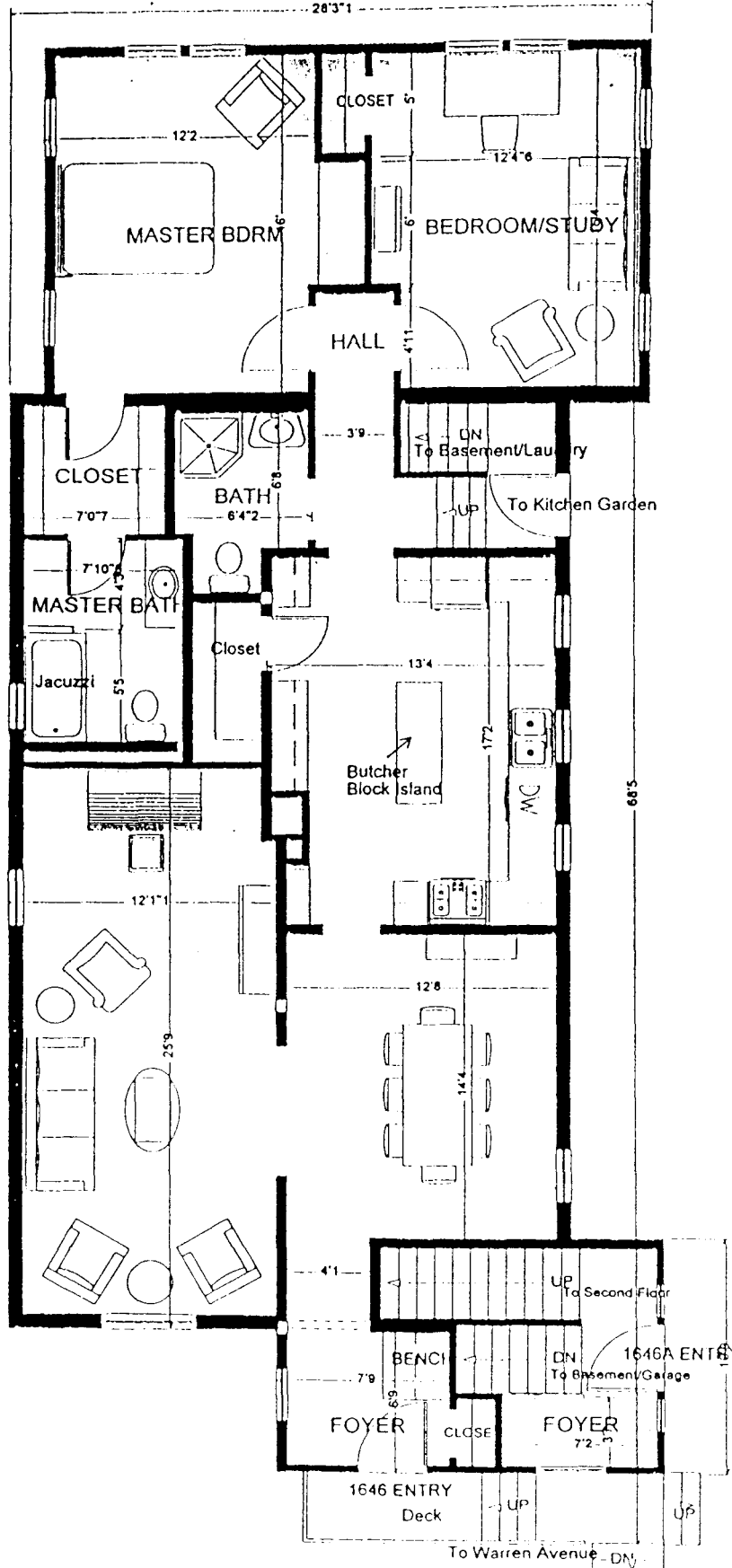
Lowell E. Sweet
State Bar #01007406
Attorney at Law
Sweet & Reddy, S.C.
114 N. Church Street
Elkhorn, Wisconsin 53121-0318

Joe A. Goldberger
State Bar #01012616
Attorney at Law
10134 N. Port Washington Road
Mequon, Wisconsin 53092

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First Floor Plan
Scale as Noted N

1/8" = 1'-0"



UE

EXHIBIT B

REEL 3925 IMAG 1496

1646A WARREN AVENUE

Second Floor Plan

Scale as Noted N

1/8" = 1'-0"

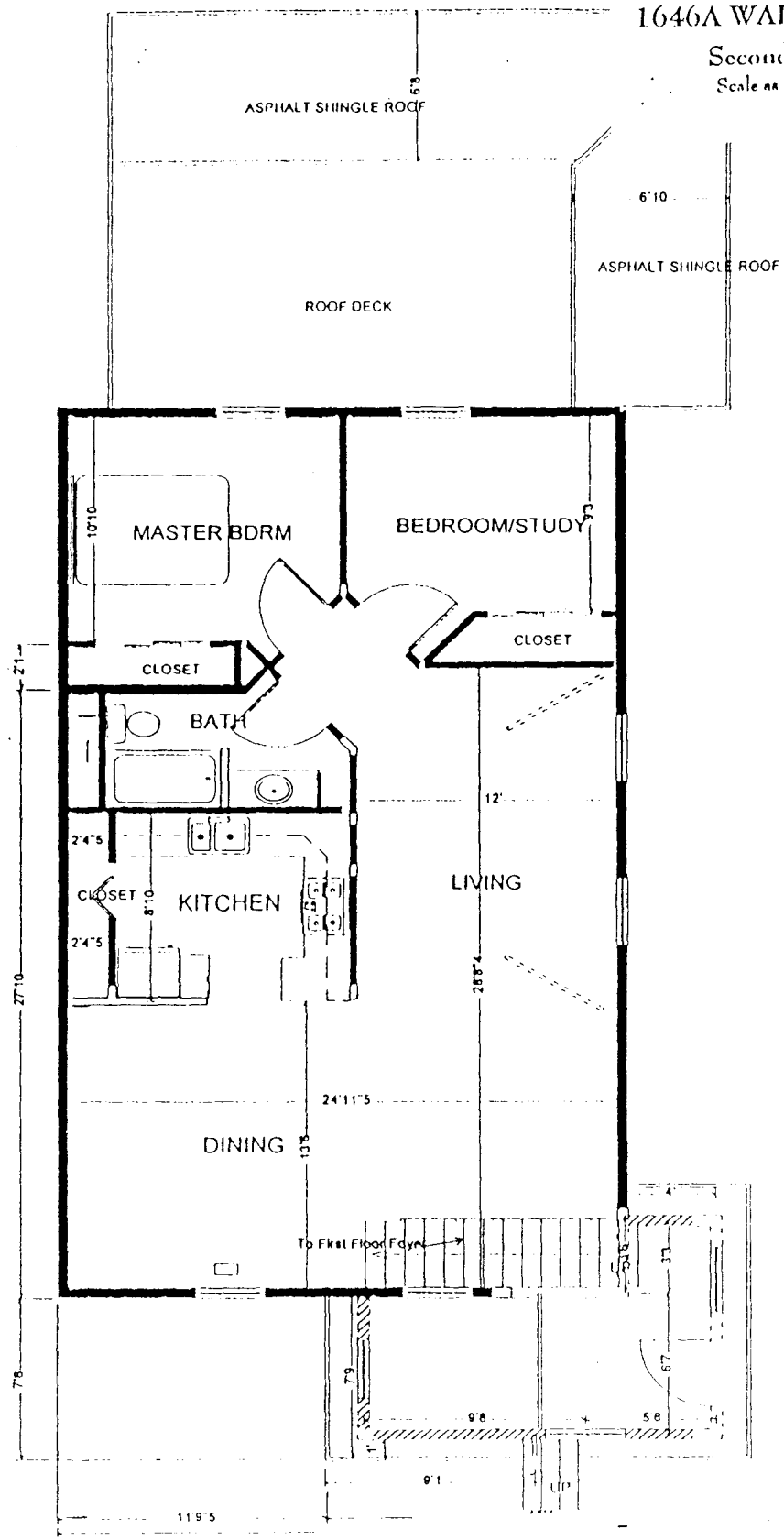
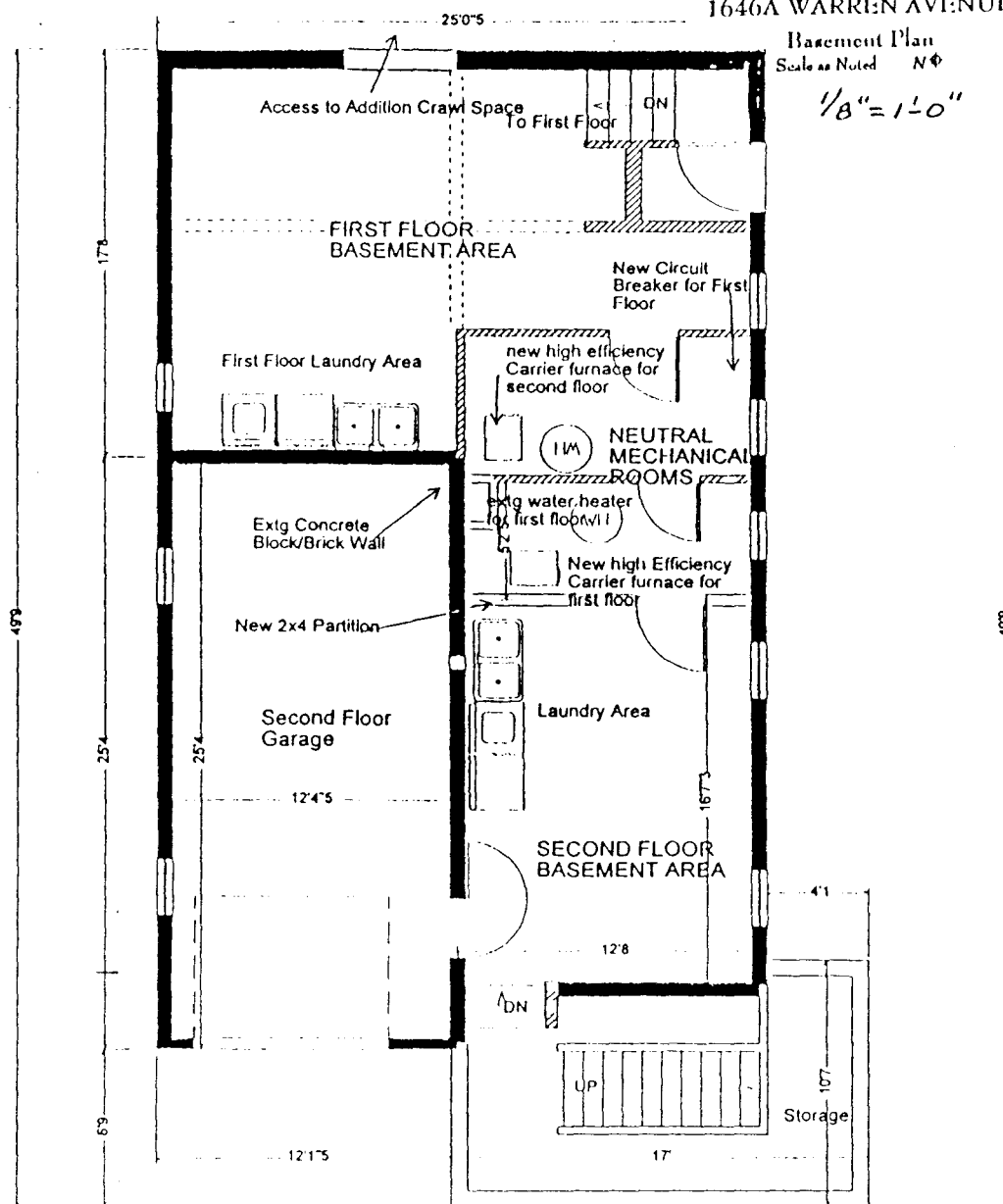


EXHIBIT C

1646A WARREN AVENUE

Basement Plan
Scale as Noted N

1/8" = 1'-0"



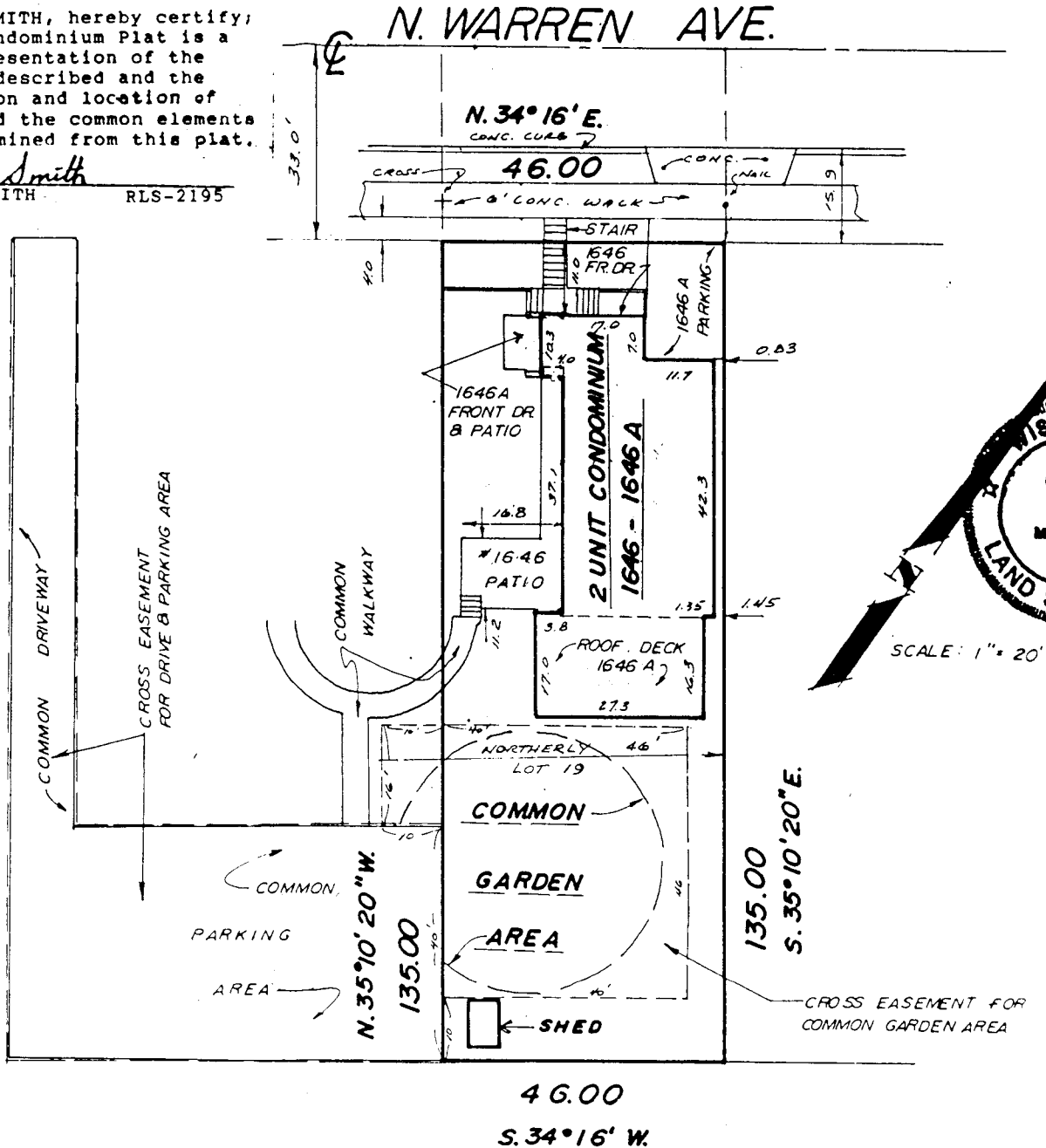
CONDOMINIUM PLAT
WARREN AVENUE CONDOMINIUMS II
1646-1646A N. WARREN AVE.
MILWAUKEE COUNTY, WISC.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS.

I, GARY J. SMITH, hereby certify;
THAT this Condominium Plat is a
correct representation of the
Condominium described and the
identification and location of
each unit and the common elements
can be determined from this plat.

Gary J. Smith
GARY J. SMITH RLS-2195



SCALE: 1" = 20'

**CONDOMINIUM PLAT
WARREN AVENUE CONDOMINIUMS
MILWAUKEE COUNTY, WISC.**

LEGAL DESCRIPTION OF CONDOMINIUM (1636, 1636A, 1640) WARREN AVE. CONDOMINIUMS I

The Southerly 29.57 feet of the Westerly 135 feet of LOT 19, in BLOCK 198 in ROGER'S ADDITION, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, and that part of LOT 20, in BLOCK 198, in ROGER'S ADDITION, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, bounded and described as follows: Beginning at the Northwestern corner of said Lot on North Warren Avenue and running thence Easterly along the Northerly line of said Lot, 135 feet to a point; thence Southerly on a line parallel to the West line of said lot, 40.00 feet to a point; thence Westerly on a line parallel to said Northerly line of said lot, 135.00 feet to a point in the Westerly line of said lot; and thence Northerly along the Westerly line of said lot to the place of beginning. Said land being in the City of Milwaukee, County of Milwaukee State of Wisconsin.

LEGAL DESCRIPTION OF CONDOMINIUM (1646, 1646A) WARREN AVENUE CONDOMINIUMS II

The Northerly 46 feet of the Southerly 75.57 feet of the Northwestern 135 feet of LOT 19 in BLOCK 198, in ROGER'S ADDITION, in the Southeast 1/4 of Section 21, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**LEGAL DESCRIPTION OF RECIPROCAL CROSS EASEMENT
(For driveway and parking)**

All that part of LOT 19 & 20 BLOCK 198 in ROGER'S ADDITION in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the northern most corner of said LOT 20; thence S.34°16'W., along the east line of North Warren Avenue, 31.00 feet to the point of beginning of the lands to be described; thence continuing S.34°16'W., along said line 9.00 feet to a point; thence S.35°10'20"E., 135.00 feet to a point; thence N.34°16'E., 69.57 feet to a point; thence N.35°10'20"W., 40.00 feet to a point; thence S.34°16'W., 60.57 feet to a point; thence N.35°10'20"W., 95.00 feet to the point of beginning.

**LEGAL DESCRIPTION OF RECIPROCAL CROSS EASEMENT
(For use of Common Garden Area)**

All that part of LOT 19 BLOCK 198 in ROGER'S ADDITION, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the northernmost corner of said LOT 20; thence S.34°16'W., along said line, 40.00 feet to a point; thence S.35°10'20"E., 135.00 feet to a point; thence N.34°16'E., 69.57 feet to a point; thence N.35°10'20"W., 40.00 feet to the point of beginning of the lands to be described; thence S.34°16'W., 10.00 feet to a point; thence N.35°10'20"W., 16.00 feet to a point; thence N.34°16'E., 40.00 feet to a point; thence S.35°10'20"E., 46.00 feet to a point; thence S.34°16'W., 40.00 feet to a point; thence N.35°10'20"W., 30.00 feet to the point of beginning.

RESERVATION OF EASEMENT

THIS RESERVATION OF EASEMENT made this 14th day of October, 1996, by Context Designs, Inc., a Wisconsin Corporation, (hereinafter referred to as "Context").

W I T N E S S E T H:

WHEREAS, Context is the owner, in fee simple, of certain real estate in the City of Milwaukee, Milwaukee County, State of Wisconsin, (hereinafter referred to as "Parcel A"); and

WHEREAS, Context is the owner, in fee simple, of certain real estate in the City of Milwaukee, Milwaukee County, State of Wisconsin, (hereinafter referred to as "Parcel B"); and

WHEREAS, Context intends to develop and declare a condominium to be known as Warren Avenue Condominium I as to Parcel A, as more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Context intends to develop and declare a condominium to be known as Warren Avenue Condominium II as to Parcel B, as more particularly described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Context, as the owner of Parcels A and B, desires to reserve, for the benefit of the condominiums to be declared, certain easements as more fully set forth hereinafter for the purposes as more fully set forth hereinafter;

NOW, THEREFORE, in consideration of One Dollar, (\$1.00) and other good and valuable consideration, the receipt of which and sufficiency of which is hereby acknowledged, Context hereby declares and reserves the following easements:

1. **DEFINITIONS.** For purposes of this Grant of Easement, the following definitions shall apply:

i. Owner. The term "Owner" shall mean and include Context Design and shall include each subsequent holder of fee simple title to a Unit in either Warren Street Condominium I and/or Warren Street Condominium II, as the case may be.

ii. Shared Driveway and Parking Area. The term "Shared Driveway and Parking Area" shall mean that portion of the Exhibit C designated as the "Shared Driveway and Parking Reservation".

iii. Permitees. The term "Permittee" shall mean and include agents, employees, guests, and invitees of the Owner.

2. Access and Parking Area Easement. Context hereby reserves, for its own benefit and for the benefit future owners, and the permittees of the owners of the units of Warren Avenue Condominium II a non-exclusive right of ingress and egress, use and enjoyment over and across the Shared Driveway and Parking Area as set forth on the attached Plat of Survey, (Exhibit "C") It is the intention of this reservation to provide the Owner and Permittee of the units of Warren Avenue Condominium II, together with the Owners and Permittees of the units of Warren Avenue Condominium I, the right, in perpetuity, to use and enjoy the Shared Driveway and Parking Area for purposes of ingress and egress, vehicular, pedestrian or otherwise.

Context further reserves, for the sole and exclusive use of each unit in Warren Avenue Condominium II, a single Parking Stall as assigned to each said unit, as set forth in Exhibit "C".

The legal description of the Access and Parking Easement is set forth in Exhibit "D".

3. No Impediment. Neither Context, nor the Owner(s) of units of either Warren Avenue Condominium I or Warren Avenue Condominium II shall erect any structures, permanent or otherwise in the Shared Driveway and/or Parking Area, and each shall refrain from placing anything in the Shared Driveway or Parking Area which would interfere with the use of the Shared Driveway or Parking Area or in any way impede the use of the Parking Stalls as assigned to each Unit Owners, for the respective sole and exclusive use.

4. Garden Easement. Context hereby reserves, for its own benefit and for the benefit of future owners, and the permittees of future owners of the units of Warren Avenue Condominium I, a non exclusive right of use and enjoyment of the Garden Area as set forth on the attached Plat of Survey, (Exhibit "E"). It is the intention of this reservation to provide the Owners and Permittees of the units of Warren Avenue Condominium I, together with the Owners and Permittees of the units of Warren Avenue Condominium II, the right, in perpetuity, to use and enjoy the Garden Area.

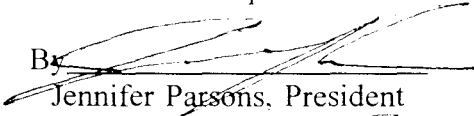
The legal description for the Garden Easement is set forth in Exhibit "F".

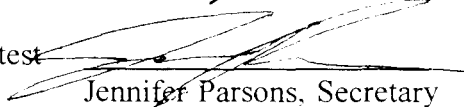
5. Use, Maintenance, and Other Rules Governing the Use of the Driveway, Parking and Garden Area. Additional rights, restrictions, rules and obligations related to the use, maintenance obligations and responsibilities with respect to the areas the subject of this Agreement are as fully set forth in the Declarations of Condominium for Warren Avenue Condominium I and Warren Avenue Condominium II, the terms of which are incorporated herein by reference.

6. Duration. This provision shall be perpetual in nature shall for all purposes be deemed to be a covenant which runs with the land.

IN WITNESS WHEREOF, the undersigned has executed this Reservation of Easement this 14th day of October, 1996.

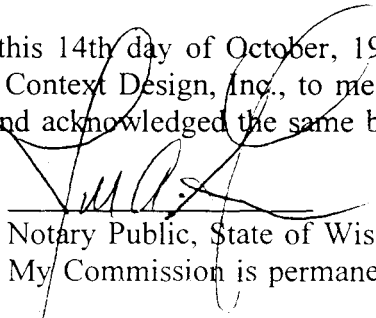
CONTEXT DESIGN, INC.
a Wisconsin Corporation

By: 
Jennifer Parsons, President

Attest: 
Jennifer Parsons, Secretary

STATE OF WISCONSIN }
 } §
MILWAUKEE COUNTY }

Personally came before me this 14th day of October, 1996, the above-named Jennifer Parsons, President and Secretary of Context Design, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same by its authority.


Notary Public, State of Wisconsin
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY:

Joe A. Goldberger
State Bar #01012616
Attorney at Law
10134 N. Port Washington Road
Mequon, Wisconsin 53092

c:\wp\docs\re\parsons.ea2

EXHIBIT A

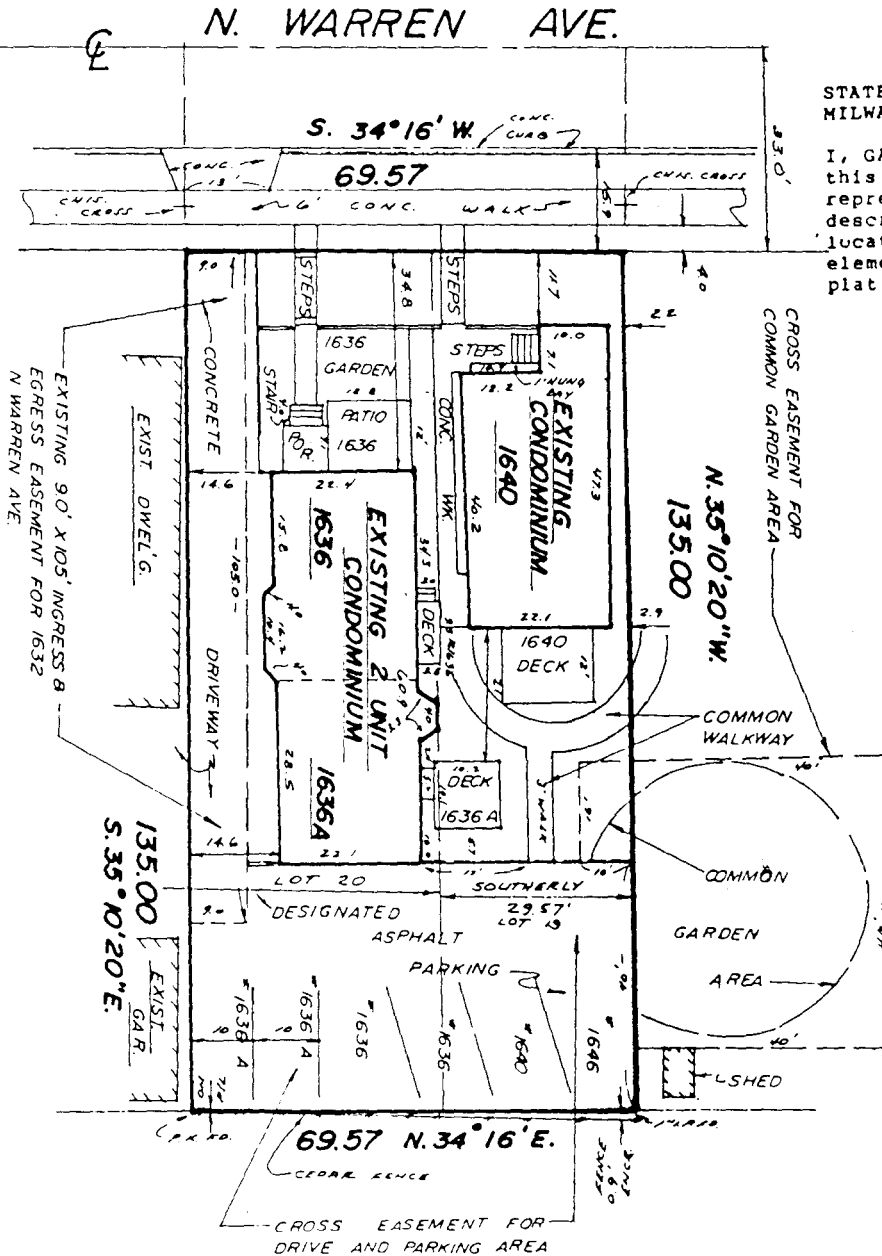
The Southerly 29.57 feet of the Westerly 135 feet of Lot 19, in Block 198, in Roger's Addition, in the Southeast 1/4 of Section 21, in Township 7 North, Range 22 East, and that part of Lot 20, in Block 198, in Roger's Addition, in the Southeast 1/4 of Section 21, in Township 7 North, Range 22 East, bounded and described as follows: Beginning at the Northwestern corner of said Lot on North Warren Avenue and running thence Easterly along the Northerly line of said Lot, 135 feet to a point; thence Southerly on a line parallel to the West line of said Lot, 40 feet to a point; thence Westerly on a line parallel to said Northerly line of said Lot, 135 feet to a point in the Westerly line of said Lot; and thence northerly along the Westerly line of said Lot the place of beginning. Said land being in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT B

The Northerly 46 feet of the Southerly 75.57 feet of the Northwesterly 135 feet of Lot 19, in Block 198, in Roger's Addition in the Southeast 1/4 of Section 21, in Township 7 North, Range 22 East. Said land being in the City of Milwaukee, Milwaukee County, Wisconsin.

c:\wp\docs\re\parsons.exb

CONDOMINIUM PLAT WARREN AVENUE CONDOMINIUMS I 1636, 1636A, 1640 N. WARREN AVE. MILWAUKEE COUNTY, WIS.



SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, GARY J. SMITH, hereby certify; THAT
this Condominium Plat is a correct
representation of the Condominium
described and the identification and
location of each unit and the common
elements can be determined from this
plat.

Gary J. Smith
GARY J. SMITH

RLS-2195

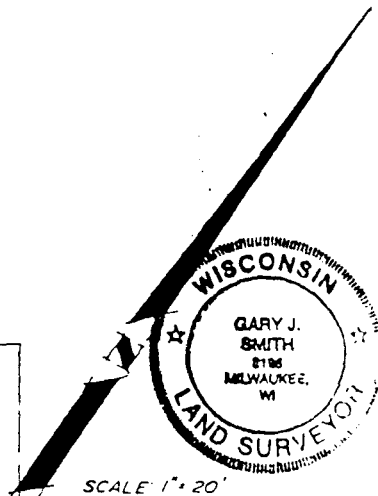


EXHIBIT D

All that part of LOT 19 & 20 BLOCK 198 in ROGER'S ADDITION in the Southeast $\frac{1}{4}$ of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the northern most corner of said LOT 20; thence S.34°16'W., along the east line of North Warren Avenue, 31.00 feet to the point of beginning of the lands to be described; thence continuing S.34°16'W., along said line 9.00 feet to a point; thence S.35°10'20"E., 135.00 feet to a point; thence N.34°16'E., 69.57 feet to a point; thence N.35°10'20"W., 40.00 feet to a point; thence S.34°16'W., 60.57 feet to a point; thence N.35°10'20"W., 95.00 feet to the point of beginning.

CONDOMINIUM PLAT WARREN AVENUE CONDOMINIUMS II 1646-1646A N. WARREN AVE. MILWAUKEE COUNTY, WISC.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS.

I, GARY J. SMITH, hereby certify;
THAT this Condominium Plat is a
correct representation of the
Condominium described and the
identification and location of
each unit and the common elements
can be determined from this plat.

Gary J. Smith
GARY J. SMITH RLS-2195

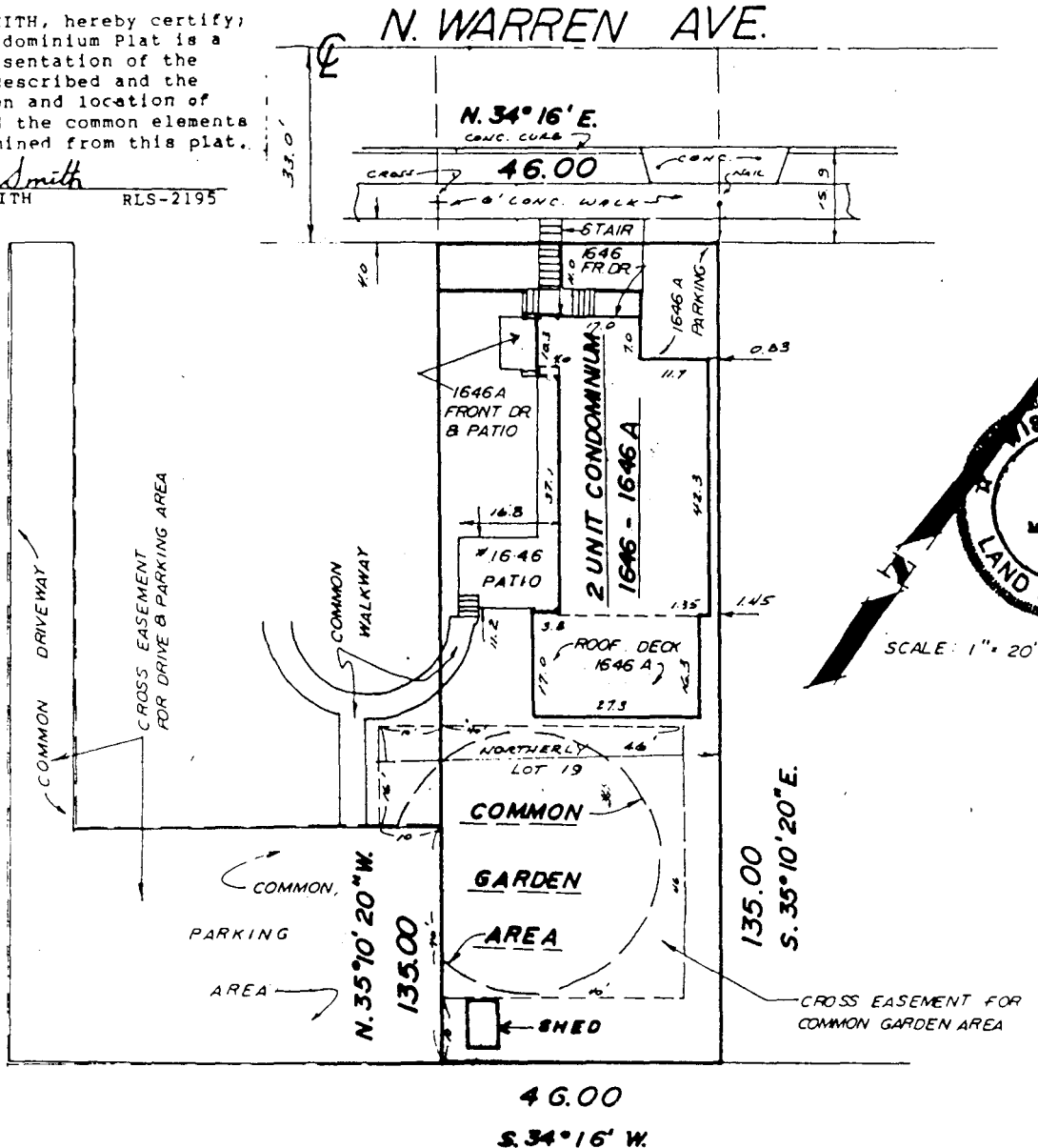


EXHIBIT F

All that part of LOT 19 BLOCK 198 in ROGER'S ADDITION, in the Southeast $\frac{1}{4}$ of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the northernmost corner of said LOT 20; thence S.34°16'W., along said line, 40.00 feet to a point; thence S.35°10'20"E., 135.00 feet to a point; thence N.34°16'E., 69.57 feet to a point; thence N.35°10'20"W., 40.00 feet to the point of beginning of the lands to be described; N.34°16'W., 10.00 feet to a point; thence N.35°10'20"W., 16.00 feet to a point; thence N.34°16'E., 40.00 feet to a point; thence S.35°10'20"E., 46.00 feet to a point; thence S.34°16'W., 40.00 feet to a point; thence N.35°10'20"W., 30.00 feet to the point of beginning.

2147-555

2579643

Lawrence A. Eckstein &
Ida M. " hw

W D
l&og&vc

29 Aug 45
29 Aug 45
30 Aug 45

Part of Lots 19 &
in Blk 198 in Roge
Add in the S E 1/4
Sec 21-7-22 in the
of Milwaukee, bdd a
desc as follows: Com
at a pt on the Ely

to

\$4.40 stamp

2-10

Vincenzo Marino &
Santa " hw

l1 of Warren Avenue which is 338.44 ft S Wly
of the S E cor of Warren Avenue and Brady

Street; th S Ely 135 ft to a pt; th S Wly & par to sd Ely l1 of Warren
Avenue 42.82 ft to a pt; th N Wly & par to sd N Ely 135 ft to a pt
on the Ely l1 of Warren Avenue; th N Ely on & alg sd Ely l1 of Warren
Avenue 42.82 ft to the place of beg, and a PERPETUAL RIGHT OF WAY
over part of Lots 19 & 20 in Blk 198 Rogers' Add, bdd and desc as
follows: Com'g at a pt on the Ely l1 of Warren Avenue which is 329.44
ft S Wly of the S E cor of Warren Avenue and Brady Street; th S Ely

579643

105 ft to a pt; th S Wly & par to sd Ely l1 of Warren Avenue 9 ft to
a pt; th N Wly & par to sd N Ely l1 105 ft to a pt on the Ely l1 of
Warren Avenue; th N Ely on & alg sd Ely l1 of Warren Avenue 9 ft
to the place of beg, all in the City of Milwaukee.

The above described right of way to be enjoyed jointly by the grantors
and the grantees, their respective heirs and assigns, forever.

Access easement for benefit of 1634 N. Warren Avenue.
Recorded at V2147 Page 555, Document # 2579643

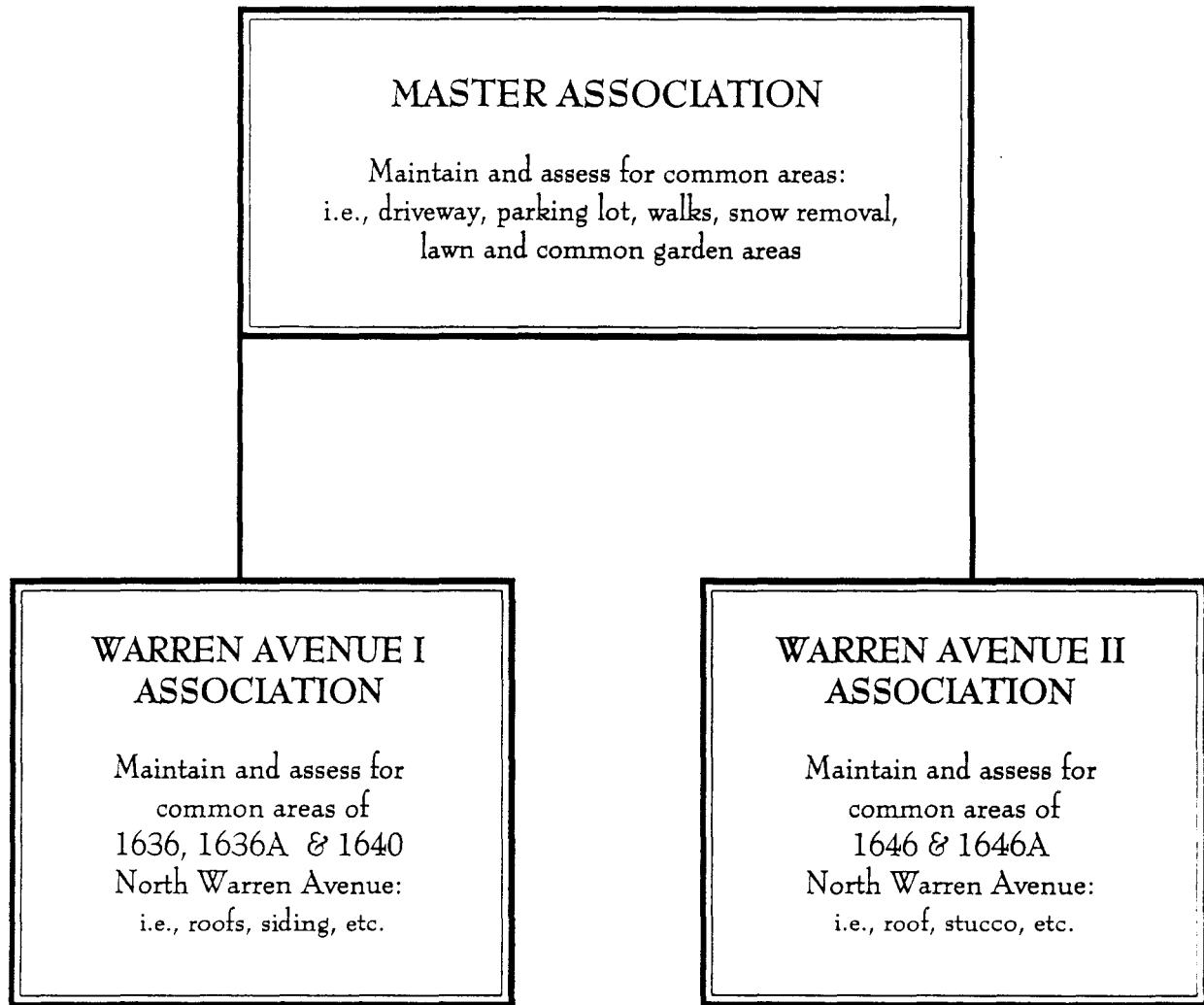
Exhibit D-1 continued

2) "

RECORDED IN 1945

WARREN AVENUE CONDOMINIUM ASSOCIATION

Association Relationship Flow Chart



NOTE:

Neither association may be assessed for the maintenance or repair of the buildings or units of the other association.

Authority to determine the necessity of those repairs and management issues may be delegated to the master association by the individual associations, if so desired.

W. 10.00 feet to a point, thence
GARDEN 16.00 feet to a point, thence
to the point of beginning, thence
AREA

LSHE

7289441

RECORD 48.00

7289441

REGISTER'S OFFICE } SS
Milwaukee County, Wis. }
RECORDED AT 3:40 PM

NOV 12 1996

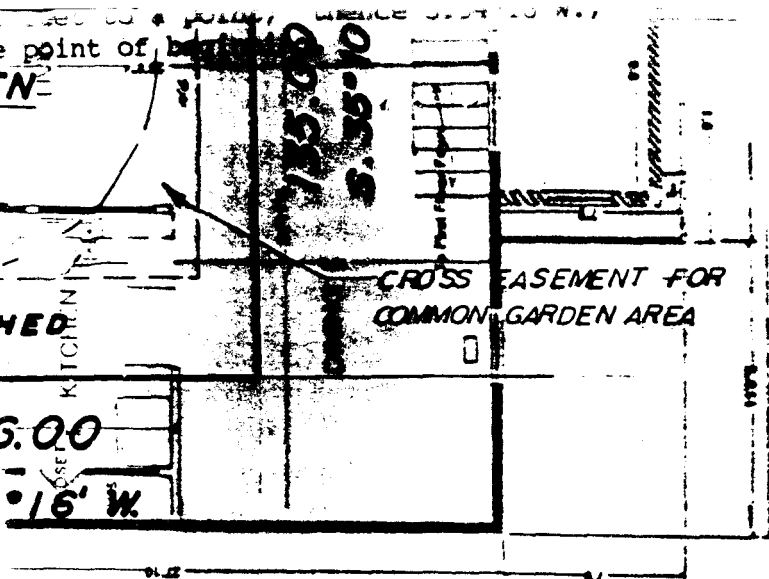
REEL 3925 IMAGE 1511 to 1518 incl.

Walter B. Cuyler REGISTER
OF DEEDS

95

Exhibit

BATH



7289442

RECORD

28.00

7289442

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 3:40 PM

NOV 12 1996

REEL 3925 IMAGE 1519 to 1521 incl

Walter B. Buehler REGISTER
OF DEEDS

