

LAW FIRM OF

8989 NORTH PORT WASHINGTON ROAD

# Jonathan B. Levine

JONATHAN B. LEVINE

ADAM S. BAZELON

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MICHELLE M. HUBER

LEGAL  
ASSISTANT

November 9, 2012

Board of Directors  
Georgetown Condominium Association,  
Inc. c/o Cathy Miller 2641 Hackett Ave, # 5  
Milwaukee, WI 53211

Re: Georgetown Condominium Association, Inc.

Dear Cathy:

Enclosed please find the recorded First Amendment to the Declaration, which was recorded on October 24, 2012. As of that date, the Amendment became effective.

Each unit owner should receive a copy of the Amendment and it should be included in the document disclosure package going forward.

In addition, the executive summary should be updated, to the extent necessary, to reflect these amendments.

If you have any questions, please contact me. Please make sure to keep this original in the records of the Association. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam S. Bazon", with a stylized flourish at the end.

Adam S.

Bazon ASB/mmh Encl.

17

Document Number

**FIRST AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OWNERSHIP OF GEORGETOWN  
CONDOMINIUM**

\* 1 0 1 7 5 7 7 5 \*

DOC.# 10175775

RECORDED 10/24/2012 08:09AM  
JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: 30.00  
FEE EXEMPT #:

The legal description for Georgetown Condominium is the following:

All units in Georgetown Condominium existing under and by virtue of the Wisconsin Condominium Unit Ownership Act, Chapter 703, Wisconsin Statutes, by Declaration dated May 21, 1984 and Recorded on May 30, 1984, in Reel 718, Page 430, as Document No. 5720420. Said Condominium being located in the City of Milwaukee, Milwaukee County, State of Wisconsin on the real estate described in said Declaration and incorporated herein by reference thereto.

Recording Area

Name and Return Address  
**Attorney Adam S. Bazelon**  
**Law Firm of Jonathan B. Levine**  
**8989 N. Port Washington Rd., Suite 211**  
**Milwaukee, WI 53217**

Parcel Identification Number (PIN)

[For a clean version of these amendments without the strikethrough and underline notations, please see the attached Exhibit A].

Article II, Section 2 of the Declaration is amended by deleting the sCFi-keC-hFeugk language as follows:

(a) "Association" shall mean and refer to GEORGETOWN CON-DOM»4-1M ASSOCIATION, INC., a corporation organized pursuant to Chapter 181, Wisconsin Statutes its successors and assigns.

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Article V, Section 2 of the Declaration is amended by deleting the s#ike-thçeugh language and inserting the underlined language as follows:

(a) The Units shall be occupied and used only for private residential dwelling purposes ~~and for no other purposes. No trade or business shall be carried on anywhere within said Units and may not be used for any other purposes by the~~ Unit Owner or any future Unit Owner, except as provided in this sub-section. A Unit Owner may use a portion of a Unit for a home office or studio, provided, that such use is consistent with all valid laws, the residential zoning ordinances and regulations of all governmental agencies having jurisdiction in respect to the Condominiumt and that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided, further, that in no event shall any part of the Condominium be used as a school or music studio nor shall the home office be used to meet with customers or clients. Except for such home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(ELThe Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than ~~one (1)~~six (6) months, unless the Board of Directors agrees in writing to a shorter period of time. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. If an Owner of a Unit intends to leave such Unit for a period of more than (1) month, such Owner shall

notify the Association prior thereto of his forwarding address and/or email address and of a telephone number where he can be reached.

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

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

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

A permitted pet is defined as caged birds or common small tank fish.

A permitted animal is defined as domestic dogs or cats of a maximum dimension in height of less than 14" and a maximum weight of less than ten (10) pounds when fully grown.

Owner occupants of a Unit are allowed a maximum of one dog and/or two cats. Tenant occupants shall not be allowed to have dogs or cats.

Upon request by a Unit Owner, the Board of Directors shall have the authority to waive the restrictions in this sub-section as to what is a permitted pet, a permitted animal, and/or the number of permitted animals allowed. Any waiver of these restrictions shall not be deemed effective unless and until in writing. Unit Owners who have already received an exception to these restrictions at the time of the recording of this Amendment shall be permitted to continue to keep such pet(s) or animal(s). However, if said pet(s) or animal(s) die, the Unit Owner must apply for and obtain a waiver of the restrictions from the Board of Directors prior to replacing the pet(s) or animal(s).

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

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

service;

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Article V, Section 6 of the Declaration is amended by deleting the sCHkethçeugh language and inserting the underlined language as follows:

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

AIR CONDITIONING UNITS: Air conditioning units shall not be placed in placed in east-facing windows on Hackett Avenue.

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Article VIII, Section 4 of the Declaration is amended by deleting the scri-kethçeugh language and inserting the underlined language as follows:

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

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Article VIII, Section 10 of the Declaration is amended by deleting the st-FikethFægk language and inserting the underlined language as follows:

LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein late fees and the costs of collection, including reasonable attorney's fees, shall be secured by a lien on such Unit in favor of the Association.

~~(a) Liens of general and special taxes; and~~

~~(b) A lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Milwaukee County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and~~

~~(c) Mechanics liens filed prior to the making of the assessment; and~~

~~(d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wisconsin Statutes.~~

~~All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.~~

To evidence a lien for sums assessed pursuant to this Article the Association may prepare a written HeCiee-e\$ lien setting forth the amount of the assessment, including interest, late tès, attorney's fees and other related charges, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Milwaukee County, Wisconsin. No æciee-e#lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the HeCiee-ef lien, of all proceedings and all

reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Milwaukee County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

\_\_\_\_\_ The Association shall be entitled to recover from the Unit Owner all reasonable costs, including attorney's fees, expended in the collection of the delinquencies, regardless of whether a foreclosure lawsuit is commenced.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

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Article VIII, Section 11 of the Declaration is amended by deleting the s\*Fi-kethçægk language and inserting the underlined language as follows:

EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, then to attorney fees, and then to the assessment payment first

due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments skakbmay be terminated upon written notice by the Board of Directors. If said notice is provided and if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

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Article X of the Declaration is amended by deleting the ~~strikethrough~~ language and inserting the underlined language as follows:

Section 1. ARCHITECTURAL CONTROL ~~COMMITTEE AUTHORITY~~: No exterior additions or alterations, including painting or decorating, to the buildings, porch, patios, additional fences, or changes in existing fences, hedges, walls, walkways and other structures or addition of air conditioning equipment 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 as to harmony of external design and location in relation to the building by ~~an Architectural Control Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors.~~ In the event said Committee, or its designated representatives, the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given, unless the Board of Directors has requested an additional thirty (30) dayst or other agreed up on timeframe, in writing prior to the expiration of the 30-day time period. If no application has been made to the ~~Committee or their representatives~~ Board Of Directors, suit to ~~in~~ in or remove such additions, alterations or changes may be instituted at any time. ~~Ne4±heF-the~~



~~members of the Architectural Control Committee or its designated~~

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~~The Board of Directors shall not be entitled to compensation for the services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee~~Board of Of Directors.

Each Unit Owner making a request pursuant to this Section shall pay the Association's cost of application review and documentation, including without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentations whether or not the application is ultimately approved. If any request would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's units.

Section 2. ANTENNAE: Exterior antennae shall not be placed on the building without the approval of the ~~Architectural Control Committee or its designated~~ Board of Directors,

~~Section 3. DEVELOPER CONTROL: During the period of Developer Control, Developer shall act as the Architectural Control Committee unless he delegates such function to the Board of Directors.~~

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Article XII, Section I of the Declaration is amended by inserting the underlined language as follows:

OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Property against loss or damage by fire and such other hazards as the Association may deem desirable for the full insurable replacement cost of the Property based on the then current replacement cost (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Property shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such

insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provision of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of ~~\$50,000.00~~\$75,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

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Article XVII, Section 6 of the Declaration shall be deleted, nullified and superseded by the following:

Except as otherwise provided in this Declaration or by the Condominium Ownership Act, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's written consent provided under this Section shall be effective unless it is approved by each mortgagee, if any, of such Unit. No such amendment shall be effective until recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

[Remainder of page intentionally left blank.]

I, Catherine Miller, being the President of Georgetown Association, Inc., do hereby certify that:

- I All unit owners of at least seventy-five percent of the units have consented to and approved this amendment to the Declaration of Condominium.
2. The vote was taken by written ballot.
  3. The written ballots, and the consent of mortgagees, to the extent necessary, as required, are on file with the Secretary of Georgetown Association, Inc. or other Board member.

Signed this \_\_\_\_\_ day of December, 2012.

Catherine M. Miller  
 (Sign name)

ACKNOWLEDGEMENT

State of Wisconsin

County of Milwaukee )

Personally came before me this day of October, 2012, the above-named Catherine Miller to be known to be the person who executed the foregoing instrument and acknowledge the same.

Jeffrey M. Kipfmuehler  
 Notary Public, State of Wisconsin  
 My commission expires: is permanent  
 commission



This document was drafted by Attorney Adam S. Bazclon  
 Law Firm of Jonathan B. Levine  
 8989 North Port Washington Road, Suite 211  
 Milwaukee, WI 53217-1633  
 (414) 352-0400



## Exhibit A

Article II, Section 2 of the Declaration is amended to read as follows:

(a) "Association" shall mean and refer to GEORGETOWN ASSOCIATION, INC., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors and assigns.

---

Article V, Section 2 of the Declaration is amended to read as follows:

(a) The Units shall be occupied and used only for private residential dwelling purposes and may not be used for any other purposes by the Unit Owner or any future Unit Owner, except as provided in this sub-section. A Unit Owner may use a portion of a Unit for a home office or studio, provided, that such use is consistent with all valid laws, the residential zoning ordinances and regulations of all governmental agencies having jurisdiction in respect to the Condominium, and that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided, further, that in no event shall any part of the Condominium be used as a school or music studio nor shall the home office be used to meet with customers or clients. Except for such home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(b) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than six (6) months, unless the Board of Directors agrees in writing to a shorter period of time. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. If an Owner of a Unit intends to leave such Unit for a period of more than (1) month, such Owner shall notify the Association prior thereto of his forwarding address and/or email address and of a telephone number where he can be reached.

(c) No Unit shall be occupied by more than two (2) unrelated persons. For the purpose of this document, a "related" person shall be defined as a spouse, parent,

sibling, child, aunt, uncle or other lineal ancestor.

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

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

A permitted pet is defined as caged birds or common small tank fish.

A permitted animal is defined as domestic dogs or cats of a maximum dimension in height of less than 14" and a maximum weight of less than ten (10) pounds when fully grown.

Owner occupants of a Unit are allowed a maximum of one dog and/or two cats. Tenant occupants shall not be allowed to have dogs or cats.

Upon request by a Unit Owner, the Board of Directors shall have the authority to waive the restrictions in this sub-section as to what is a permitted pet, a permitted animal, and/or the number of permitted animals allowed. Any waiver of these restrictions shall not be deemed effective unless and until in writing. Unit Owners who have already received an exception to these restrictions at the time of the recording of this Amendment shall be permitted to continue to keep such pet(s) or animal(s). However, if said pet(s) or animal(s) die, the Unit Owner must apply for and obtain a waiver of the restrictions from the Board of Directors prior to replacing the pet(s) or animal(s).

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

(e) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (a) any rental for periods of less than six months; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

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Article V, Section 6 of the Declaration is amended by to read as follows:

**AIR CONDITIONING UNITS:** Air conditioning units shall not be placed in placed in east-facing windows on Hackett Avenue.

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Article VIII, Section 4 of the Declaration is amended to read as follows:

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

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Article VIII, Section 10 of the Declaration is amended to read as follows:

**LIEN FOR ASSESSMENTS:** All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, late fees, and the costs of collection, including reasonable attorney's fees, shall be secured by a lien on such Unit in favor of the Association

To evidence a lien for sums assessed pursuant to this Article the Association may prepare a written lien setting forth the amount of the assessment, including interest, late fees, attorney's fees and other related charges, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association and may

be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Milwaukee County, Wisconsin. No lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the Retiee-e\$ lien, of all proceedings and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Milwaukee County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

The Association shall be entitled to recover from the Unit Owner all reasonable costs, including attorney's fees, expended in the collection of the delinquencies, regardless of whether a foreclosure lawsuit is commenced.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

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Article VIII, Section I I of the Declaration is amended to read as follows:

**EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION:** Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days



after the due date shall bear from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, then to attorney fees, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may be terminated upon written notice by the Board of Directors. If said notice is provided and if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

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Article X of the Declaration is amended to read as follows:

Section 1 ARCHITECTURAL CONTROL AUTHORITY: No exterior additions or alterations, including painting or decorating, to the buildings, porch, patios, additional fences, or changes in existing fences, hedges, walls, walkways and other structures or addition of air conditioning equipment 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 as to harmony of external design and location in relation to the building by the Board of Directors. In the event the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given, unless the Board of Directors has requested an additional thirty (30) days, or other agreed up on timeframe, in writing prior to the expiration of the 30-day time period. If no application has been made to the Board of Directors, suit to enjoin or remove such additions, alterations or changes may be instituted at any

time. The Board of Directors shall not be entitled to compensation for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board of Directors.

Each Unit Owner making a request pursuant to this Section shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. If any request would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's units.

Section 2. ANTENNAE: Exterior antennae shall not be placed on the building without the approval of the Board of Directors.

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Article X II, Section I of the Declaration is amended to read as follows:

**OBLIGATION OF ASSOCIATION:** The Association, for the benefit of all Unit Owners, shall insure the Property against loss or damage by fire and such other hazards as the Association may deem desirable for the full insurable replacement cost of the Property based on the then current replacement cost (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Property shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provision of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$75,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion

Of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

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Article XVII, Section 6 of the Declaration shall be deleted, nullified and superseded by the following:

Except as otherwise provided in this Declaration or by the Condominium Ownership Act, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's written consent provided under this Section shall be effective unless it is approved by each mortgagee, if any, of such Unit. No such amendment shall be effective until recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.