

107 W. Br. Deer Rd
Land only
DOCUMENT NO.

REEL 2460 IMAG 92
STATE BAR OF WISCONSIN FORM 1 - 1982
WARRANTY DEED

Fox Pt & Bayside
THIS SPACE RESERVED FOR RECORDING DATA
6389832

REGISTER'S OFFICE } ss
MILWAUKEE COUNTY, WI }
053-1156
'90 JUN 19 11 59

REEL 2460 IMAGE 92
Walter G. Sorgi REGISTER OF DEEDS

RETURN TO #011001222.9
Continental Savings Bank, S. A.
1020 East North Avenue
MILWAUKEE, WISCONSIN 53202

This Deed, made between Lawrence F. Freitag and Lucille J. Freitag,
Freitag, husband and wife.

Grantor, and Lavinia Sorgi

Witnesseth, That the said Grantor, for a valuable consideration _____, Grantee,

conveys to Grantee the following described real estate in Milwaukee
County, State of Wisconsin:

Tax Parcel No: 053-1156

Unit B, together with said Unit's undivided 1/2 interest in the common elements and the exclusive use of the limited common elements appurtenant to said Unit all in Freitag Development Condominium, a Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such Condominium in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 11, 1979 on Reel 1250, Images 105-114 inclusive, as Document No. 5355664, said Condominium being located in the Village of Fox Point and in the Village of Bayside, County of Milwaukee, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key No. 053-1156 (Village of Fox Point)
053-0014 (Village of Bayside)

ADDRESS: 107 W. Brown Deer Road

DE/CB/DD

TRANSFER
\$270.00
FEE

6389832
4.00 RECORD
270.00 RTX

This is not homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And Lawrence F. and Lucille J. Freitag warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants and will warrant and defend the same.

Dated this 11th day of June, 19 90

Lawrence F. Freitag (SEAL)

Lawrence F. Freitag

Lucille J. Freitag (SEAL)

Lucille J. Freitag

NAME CHANGE

AUTHENTICATION

Signature(s) of Lawrence F. Freitag and Lucille J. Freitag, husband and wife,

ACKNOWLEDGEMENT

STATE OF WISCONSIN

County, } ss.

authenticated this 11th day of June, 19 90

James A. Walt

James A. Walt
TITLE MEMBER STATE BAR OF WISCONSIN

Personally came before me this _____ day of _____, 19 _____ the above named

authorized by § 706.08, Wis. Stats.)

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY
Attorney James A. Walt
845 N. 11th St., Milwaukee, WI 53233

Notary Public _____ County, Wis.
My Commission is permanent. (If not, state expiration date: _____, 19 _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

* Names of persons signing in any capacity should be typed or printed below their signatures.

Bayside Fox Pt

1978
53-1142-0014-002

DOCUMENT NO.
 **2,000
 127.90

REEL 1054 IMAGE 627

SEP-28-77 934961 • 5146778 II CASE
SEP-28-77 962 •

By This Deed, ERICH B. FRANZEN and
MARGARETHA E. FRANZEN, his wife

Grantor conveys and warrants to LAWRENCE F. FREITAG and
LUCILLE J. FREITAG, his wife
Grantee
for a valuable consideration
the following described real estate in Milwaukee County,
State of Wisconsin:

STATE BAR OF WISCONSIN - FORM 2
WARRANTY DEED
THIS SPACE RESERVED FOR RECORDING DATA
5146778

REGISTER'S OFFICE } SS
Milwaukee County, Wis. }
RECORDED AT 2:58 PM

SEP 28 1977
REEL 1054 IMAGE 627

Worcester
REGISTER OF DEEDS

RETURN TO
Guaranty Savings and Loan
9001 N 76th Street
Milwaukee, Wisconsin 53223

Tax Key # 053-0001
This is non homestead property.

Lot One (1) in Seneca Terrace being a Subdivision of a part of the North
East One-quarter (1/4) of Section Eight (8), in Township Eight (8) North,
Range Twenty-two (22) East, partly in the Village of Bayside and partly in
the Village of Fox Point, in the County of Milwaukee, State of Wisconsin.

WANSER
5/27
FEB

Exception to warranties: Easements and restrictions of record and real estate
taxes from January 1, 1977.

Executed at Milwaukee, Wisconsin this 23rd day of September 1977

SIGNED AND SEALED IN PRESENCE OF

Erich B. Franzen (SEAL)
Erich B. Franzen
Margaretha E. Franzen (SEAL)
Margaretha E. Franzen
(SEAL)
(SEAL)

Signatures of Erich B. Franzen and Margaretha E. Franzen

authenticated this 23rd day of September 1977

Boris Sodos
Boris Sodos

Title: Member State Bar of Wisconsin or Other Party
Authorized under Sec. 706.06 viz.

STATE OF WISCONSIN }
County, } ss.

Personally came before me, this _____ day of _____ 19____
the above named _____
to me known to be the person, who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY

Alan Marcovitz

The use of witnesses is optional. Notary Public, _____ County, Wis.

My commission (expires) (in) _____

Names of persons signing in any capacity should be typed or printed below their signatures.

3220

REEL 1250 PAGE 105

5355664
REGISTRY'S OFFICE }
Milwaukee County, Wis. } SS
RECORDED AT-9 20 AM

DECLARATION OF CONDOMINIUM

OF

FREITAG DEVELOPMENT

OCT 11 1979 105
REEL 1250 PAGE 105
to H4
some change
REVISION OF RECORDS
2ml

This Declaration is made under the Wisconsin Unit Ownership Act, Chapter 703, Wisconsin Statutes, by LAWRENCE F. FREITAG and LUCILLE J. FREITAG, his wife, as joint tenants, under the laws of the State of Wisconsin, hereafter referred to as Developer.

THEREFORE, Developer as the fee owner thereof, hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to Chapter 703 of the Wisconsin Statutes.

ARTICLE I

DESCRIPTION OF BUILDING AND UNITS

DOC # 5355664 #
RECORDED 11.00

Section 1. There shall be one (1) residential building containing two (2) units as follows:

- (a) Unit A, more particularly described as 101 West Brown Deer Road, Bayside, Wisconsin, is the easterly one-half of the entire building (interior and exterior) excluding the roof on the building and the common wall separating Unit A from Unit B, both of which are common area as hereinafter set forth. The westerly wall of Unit A on all levels is a common wall between Unit A and Unit B on all levels (except in the attic area).

101 W
Br. Deer

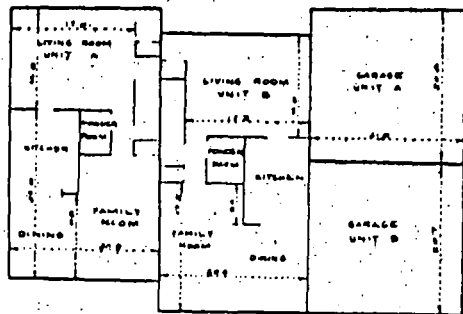
Unit A shall contain a three-bedroom town house consisting of a living room, dining area, kitchen, family room, three bedrooms, powder room, full bathroom on two levels, together with an enclosed garage with an overhead door, separated by a common wall between the northerly garage of Unit B, the attic area above the unit connected thereto by a scuttle and a basement area situated beneath and connected to the unit by a fully contained stairway.

- (b) Unit B, more particularly described as 107 West Brown Deer Road, Bayside, Wisconsin, is the westerly one-half of the entire building (interior

1100

Part of 5355664

REEL 1250 INCH 106



FIRST FLOOR PLAN
SCALE 1"=10'

CERTIFICATION

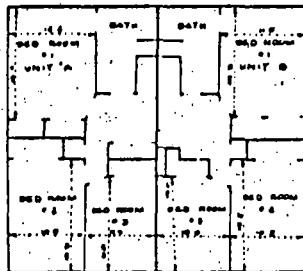
I, Wallace G. Stenow, a duly Licensed Land Surveyor in the State of Wisconsin, do hereby certify that the documents herein are an accurate representation of the actual measurements of building as constructed on Lot 1 in Seneca Terrace in the Village of Mayfield.

Dated at Milwaukee Wisconsin this 13th day of August, 1979.

Wallace G. Stenow
Wallace G. Stenow, Surveyor



W. G. NIENOW ENGINEERING ASSOC. 1743 W. GREEN TREE ROAD MILWAUKEE, WISCONSIN TEL. 521-1020	
ENGINEERS	SURVEYORS
OWNER	LAWRENCE FREITAG
LOCATION	101 & 107 W. BROWN DEER RD LOT 1, SENECA TERRACE
DATE	JOB NUMBER
AUG. 13, 1979	875 2 00 23073



SECOND FLOOR PLAN
SCALE 1" = 10'

CERTIFICATION

I, Wallace G. Nienow, a duly Licensed Land Surveyor in the State of Wisconsin, do hereby certify that the documents herein are an accurate representation of the actual measurements of building as constructed on Lot 1 in Seneca Terrace in the Village of Papetoile.

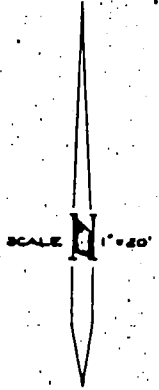
Dated at Madison, Wisconsin this 13th day of AUGUST, 1977.

Wallace G. Nienow
Wallace G. Nienow, Surveyor

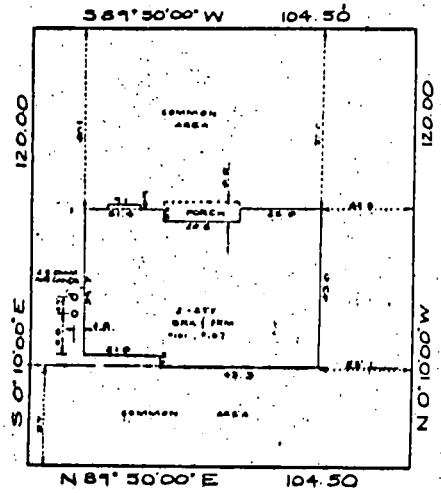


W. G. NIENOW ENGINEERING ASSOC. 1743 W. GREEN TREE ROAD MILWAUKEE, WISCONSIN TEL. 261-1022		SURVEYORS
ENGINEERS		
OWNER	LAWRENCE FREITAG	
LOCATION	101 & 107 W. BROWN DEER RD LOT 1, SENECA TERRACE	
DATE	AUG 13, 1977	JOB NUMBER
		SHTS OF 3 SHTS

REEL 1250 WIDE 108



W. BROWN DEER RD.



N. SENECA RD.

DESCRIPTION OF PROPERTY

Lot One (1) in Seneca Terrace, being a Subdivision of a part of the Northeast One-quarter (NE-1/4) of Section Sixty (6), Township Eight (8) North, Range Fourteen (14) East, partly in the Village of Boyette and partly in the Village of Fox Point, in the County of Milwaukee, State of Wisconsin.

STATE OF WISCONSIN
MILWAUKEE COUNTY

I hereby certify that I have surveyed the above described property and the above map is a true and correct copy thereof and show the site and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all prime dipole buildings thereon, boundary lines, adjacent easements, roadway and visible encroachments, if any.

This survey is made for the present owners of the property, and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

Dated at Milwaukee, Wisconsin this 11th day of August, 1977.

William S. Simon
Surveyor



W. S. NIENOW ENGINEERING ASSOC. 1743 W. GREEN HILL ROAD. MILWAUKEE, WISCONSIN TEL. 351-1827	
ENGINEERS	SURVEYORS
OWNER	LAWRENCE FREITAG
LOCATION	101 & 107 W. BROWN DEER RD. LOT 1, SENECA TERRACE
DATE	AGU 13, 1977
	JOB NUMBER 6471-1-00-3-DWG

and exterior) excluding the roof on the building and the common wall separating Unit A from Unit B, both of which are common area as hereinafter set forth. The easterly wall of Unit B on all levels is a common wall between Unit B and Unit A on all levels (except in the attic area).

Unit B shall contain a three-bedroom town house consisting of a living room, dining area, kitchen, family room, three bedrooms, powder room, full bathroom on two levels, together with an enclosed garage with an overhead door, separated by a common wall between the southerly garage of Unit A, the attic area above the unit connected thereto by a scuttle and a basement area situated beneath and connected to the unit by a fully contained stairway.

- (c) The building and each unit is specifically described by dimension and location on Exhibit B attached hereto and made a part of this Declaration. Each building has two stories and a basement and is constructed principally of frame with aluminum siding and brick.

Section 2. INTERPRETATION OF PLANS. In interpreting the survey or floor plans or any deed or any other instrument affecting the building or a unit, the boundaries of the building or units constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of settling or lateral movement of the buildings and regardless of minor variations between boundaries shown on the survey and floor plans and those of the building or units as located and erected.

Section 3. COMMON AND LIMITED COMMON AREAS.

- (a) The Common Areas consist of the roof on the entire building, the common walls separating the units as hereinbefore described, and all other area which is not a part of the unit or designated as Limited Common Area. The water softener and filter system is common to both units and is located in the westerly unit and costs and maintenance and repairs shall be shared equally by both units. Maintenance of the Common Area shall be shared by the owners of both units.

No major repair or replacement of the roof shall be made without the agreement of the owners of both units, provided, however, that minor repairs not affecting the appearance of the roof shall be made by the owner of the unit beneath the roof area requiring such repair. The owners of both units shall share equally the cost of keeping and maintaining the common wall dividing the units in good order and repair, provided, however, that damage to one side of the common wall not affecting the other side shall be repaired and maintained by the owner of the unit on whose side the damage has occurred or the maintenance is required.

- (b) Areas identified on Exhibit B as Limited Common Areas are appurtenant to the unit designated on Exhibit B and are limited for the exclusive use of the owner or owners of such unit.

Section 4. PERCENTAGE INTEREST IN COMMON AREAS. The ownership of each of the Units includes a one-half (1/2) undivided interest in the Common Area and limited Common Area and the same shall be conveyed with each of the Units.

ARTICLE II

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNERS EASEMENTS OF ENJOYMENT. Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Unit.

Section 2. OWNERS RIGHT TO INGRESS AND EGRESS; EASEMENTS. Each Owner shall have the right to ingress and egress over, upon and across the Common Area, Limited Common Area and/or the other unit necessary for access to his Unit, and for purposes of repairing and maintaining electrical, plumbing and heating facilities, pipes, wires, etc., provided, however, that entry into each unit shall only be at reasonable times and upon notice to the owner thereof.

Section 3. USE OF UNITS. Each Unit shall be used exclusively for residential purposes. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant. Units may be rented or leased, but not for a term of less than one (1) month. No room in any Unit may be rented. No Unit may be subdivided.

Section 4. USE OF COMMON AREA. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written agreement of the owners of both units. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written agreement of the owners of both units.

Section 5. PAINTING, REDDECORATING AND AESTHETICS. Each Owner shall be responsible for the painting and decorating of the exterior of his unit, including but not limited to, trim, gutters and downspouts. In the event that either unit Owner desires to change the color of the exterior of his unit including a change of the color of the trim, gutters and/or downspouts, such change in color shall be agreed to, in writing, by the Owner of the other unit and all mortgagees having a collateral security interest in the unit. Agreement by the Owner of the other unit shall irrevocably be construed as the agreement of such other Owner to paint and redecorate the exterior of the second unit including the trim, gutters and downspouts, in the same manner and color, contemporaneously with or as a part of the painting and redecorating project of the other unit Owner. Each Owner or any mortgagee shall have the right to enforce this condition in accordance with the terms of Article VI, Section 1.

ARTICLE III

RECONSTRUCTION OR REPAIR

Section 1. DETERMINATION OF WHETHER TO RECONSTRUCT OR REPAIR. In the event the Property is destroyed or damaged so as to render the entire building untenable, the agreement of both unit owners shall be determinative as to whether to proceed with repair, reconstruction or sale. If the damage is confined to one unit, not affecting the other unit, such damage shall be repaired forthwith by the owner of the damaged unit. If the owners cannot agree or fail to make a determination of whether to repair, reconstruct or sell, the Property shall be deemed to be owned in common by the unit owners in the same percentages as previously owned by each unit owner in the common areas and be subject to an action for partition at the suit of either unit owner.

Section 2. ENCROACHMENT INTO THE COMMON AREA OR LIMITED COMMON AREA. In the event that any unit requires reconstruction and/or repair which when completed causes the unit to be situated on a portion of the Common Area or Limited Common Area, such encroachment shall be permitted to endure. Such encroachment shall be determined and approved at the time the owners of both units determine whether such reconstruction or repair shall be undertaken.

ARTICLE IV

INSURANCE

Each unit owner shall obtain and continue in effect insurance coverage on his unit and one-half of the roof and the common wall dividing the units, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. In addition to the aforesaid insurance coverage, each owner shall obtain public liability insurance in such amounts and with such coverage as may be suitable under the circumstances. Each owner shall pay his own insurance premiums and shall provide the owner of the other unit with a memorandum of each casualty and liability policy.

ARTICLE V

RIGHT OF FIRST REFUSAL ON CONVEYANCE

Neither unit owner shall at any time sell, convey, or give away his unit without first complying with the provisions hereinafter contained in this paragraph. No such alienation shall be made unless the other unit owner is given no less than thirty days prior written notice of the terms of any proposed bona fide sale, or other alienation, as evidenced by a bona fide written document of purchase, sale, or other alienation together with the name and address of the proposed purchaser or alienee. The other unit owner shall at all times have the first right and option to purchase such unit upon the same terms as evidenced by such bona fide document, which option shall be exercisable for a period of thirty days following the date of receipt of such notice. If the said option is not exercised within said thirty days, the owner may, at the expiration of said thirty day period, sell or convey such unit ownership to the proposed purchaser named in such notice. Any attempt to sell, devise, give away, or in any manner alienate

or otherwise attempt to circumvent the provisions of this paragraph without a prior offer to the other unit owner as provided herein shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, donee or other person or party.

The provisions of this Article V shall not be applicable to or binding upon the Declarant, its successors or assigns, but subsequent to the initial sale of both units which comprise this condominium shall be binding on all owners and their heirs, successors and assigns forever.

ARTICLE VI

GENERAL PROVISIONS

- Section 1. **ENFORCEMENT.** Each owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to commence suit for partition of the units and/or Common Area but shall be limited to the provisions contained herein for amending this Declaration.
- Section 2. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- Section 3. **AMENDMENT.** This Declaration may be amended at any time by the agreement of the owners of each unit. No amendment shall become effective until the certificate setting forth such amendment is signed by the owners of each unit, and recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.
- Section 4. **NOTICES.** All notices and other documents required to be given by this Declaration shall be sufficient if given to one registered owner of a unit regardless of the number of owners who may have an interest therein.
- Section 5. **BY-LAWS.** The administration of this 2-unit condominium shall be by agreement of the two unit owners and except as provided in this Declaration, all expenses for

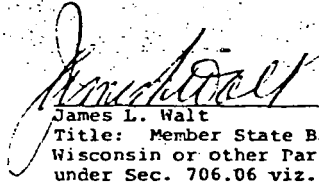
maintenance, repairs or other items which relate to both units equally shall require the approval of both unit Owners. The unit Owners may promulgate rules, regulations or By-Laws not inconsistent with this Declaration or Wisconsin law.

IN WITNESS WHEREOF, the said LAWRENCE F. FREITAG and LUCILLE J. FREITAG, his wife, as joint tenants, have executed this Declaration as of the 28 day of September, 1979.


 Lawrence F. Freitag


 Lucille J. Freitag

Signatures of LAWRENCE F. FREITAG and LUCILLE J. FREITAG, his wife, as joint tenants, authenticated this 28 day of September, 1979.


 James L. Walt
 Title: Member State Bar of
 Wisconsin or other Party Authorized
 under Sec. 706.06 viz.

This instrument was drafted by
 Attorney James L. Walt

53-1155

REEL 1109 IMAGE 581

053-1144

5/19/78:dg-final

5211485

REGISTER'S OFFICE
Milwaukee County, WI

DECLARATION OF CONDOMINIUM

RECORDED AT 234

OF

MAY 15 1978

REEL 1109 IMAGE 581 to 593

REGISTER OF DEEDS

incl.

129 & 135 W. Brown Deer Rd.

This Declaration is made under the Wisconsin Unit Ownership Act, Chapter 703, Wisconsin Statutes, by NEW ERA DEVELOPMENT CO., a partnership, under the laws of the State of Wisconsin, hereafter referred to as Developer.

THEREFORE, Developer as the fee owner thereof, hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to Chapter 703 of the Wisconsin Statutes.

ARTICLE I

DESCRIPTION OF BUILDING AND UNITS

Section 1. There shall be one (1) residential building containing two (2) units as follows:

(a) Unit A, more particularly described as 129 West Brown Deer Road, Bayside, Wisconsin, is the easterly one-half of the entire building (interior and exterior) excluding the roof on the building and the common wall separating Unit A from Unit B, both of which are common area as hereinafter set forth, together with the easterly one-half of the concrete stoops at the front and rear entrances to the building. The westerly wall of Unit A on all levels is a common wall between Unit A and Unit B on all levels (except in the attic area).

Unit A shall contain a three-bedroom town house consisting of a living room, dinette, kitchen, family room, three bedrooms, powder room, full bathroom on two levels, together with an enclosed garage with an overhead door, the attic area above the unit connected thereto by a scuttle and a basement area and crawl space situated beneath and connected to the unit by a fully contained stairway. The unit has a fireplace in the family room.

(b) Unit B, more particularly described as 135 West Brown Deer Road, Bayside, Wisconsin is the westerly one-half of the entire building (interior

1405

53-1155
5211485
MAY 15 1978

Plot No. MJ 58-80
 REGULATORY TITLE
 LAND DEVELOPMENT
 DESIGN & SURVEY SERVICE
 SUBDIVISIONS

W. G. KENOW ENGINEERING ASSOC.
 CONSULTING ENGINEERS - SURVEYORS
 1749 W. GREEN TRAIL ROAD MILWAUKEE, WIS.
 TEL. 981-1820

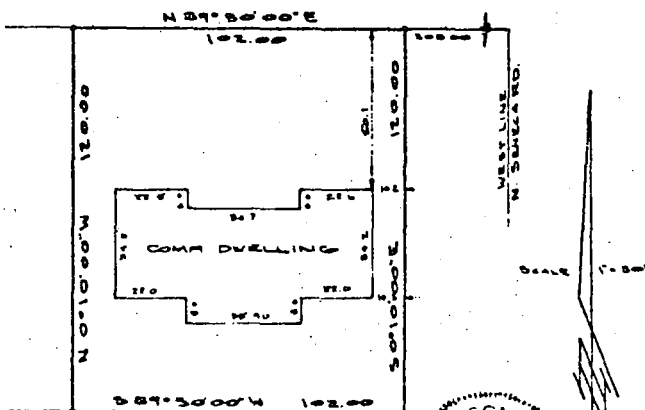
WALLACE S. NIENOW, P.E., L.S.
 ASSISTANT
 KENNETH S. WESTERN, P.E.
 CARL R. RANNO, P.E.

PLAT OF SURVEY

PREPARED FOR New Era Development, a Partnership

DESCRIPTION OF PROPERTY Lot 1 in Seneca Terrace, a subdivision located in the Northeast 1/4 of Section 8, Town 8 North, Range 22 East, in the Village of Bayside and the Village of Fox Point, Milwaukee County, Wisconsin.

W. BROWN DEER RD.



STATE OF WISCONSIN
 MILWAUKEE COUNTY

I hereby certify that I have surveyed the above described property and the above map as a true representation thereof and show the size and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences, apparent easements, roadways and visible encroachments, if any.

This survey is made for the present owners of the property and also those who purchase mortgage, or guarantee the title thereto within one (1) year from date hereof.

Dated at Milwaukee, Wisconsin, this 18th day of May, 1978

Surveyor

Surveyor

Wallace S. Nienow

and exterior) excluding the roof on the building and the common wall separating Unit A from Unit B, both of which are common area as hereinafter set forth, together with the westerly one-half of the concrete stoops at the front and rear entrances to the building. The easterly wall of Unit B on all levels is a common wall between Unit B and Unit A on all levels (except in the attic area).

Unit B shall contain a three-bedroom town house consisting of a living room, dinette, kitchen, family room, three bedrooms, powder room, full bathroom on two levels, together with an enclosed garage with an overhead door, the attic area above the unit connected thereto by a scuttle and a basement area and crawl space situated beneath and connected to the unit by a fully contained stairway. The unit has a fireplace in the family room.

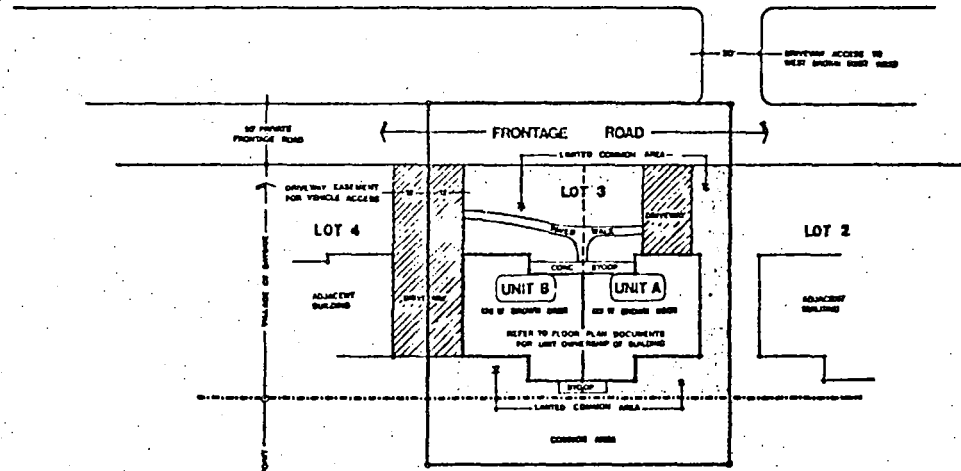
- (c) The building and each unit is specifically described by dimension and location on Exhibit B attached hereto and made a part of this Declaration. Each building has two stories and a basement and is constructed principally of frame and brick.

Section 2. INTERPRETATION OF PLANS. In interpreting the survey of floor plans or any deed or any other instrument affecting the building or a unit, the boundaries of the building or units constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of settling or lateral movement of the buildings and regardless of minor variations between boundaries shown on the survey and floor plans and those of the building or units as located and erected.

Section 3. COMMON AND LIMITED COMMON AREAS.

- (a) The Common Areas consist of the roof on the entire building, the common wall separating the units as hereinbefore described, the private frontage road situated at the north edge of the property and immediately adjacent to West Brown Deer Road and all other area which is not a part of the unit or designated as Limited Common Area. Maintenance of the Common Area shall be shared by the owners of both units. No major repair or

WEST BROWN DEER ROAD



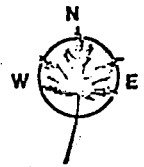
CERTIFICATION
 I, GARRETT JOSEPH PAUERS, AN ENGINEER DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE VILLAGE OF BAYSIDE, MILWAUKEE COUNTY, WISCONSIN.

Garrett J. Pauers

NOTARIZATION
 SUBSCRIBED & SWORN TO BEFORE ME
 THIS 9th DAY OF MAY 1978

Frank R. Pennington

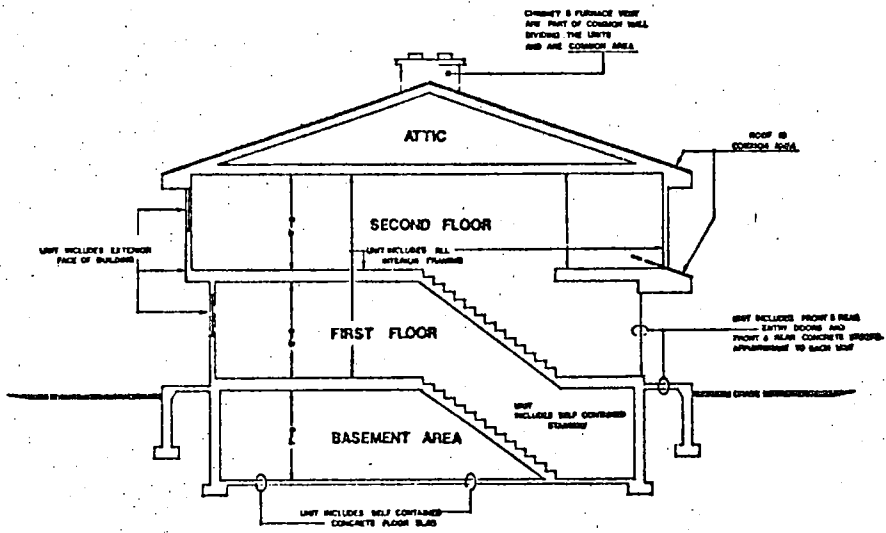
FRANK R. PENNINGTON
 Notary Public, Wisconsin
 My Commission Expires 12/31/1980



SITE PLAN

EXHIBIT B PAGE 1

REEL 1109 PAGE 584



REEL 109 DATE 585

CERTIFICATION

I, GARRETT JOSEPH PAUERS, AN ENGINEER DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE VILLAGE OF BAYSIDE, MILWAUKEE COUNTY, WISCONSIN.

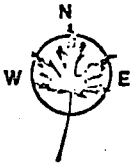
Garrett Joseph Pauers

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME THIS 9th DAY OF MAY 1978

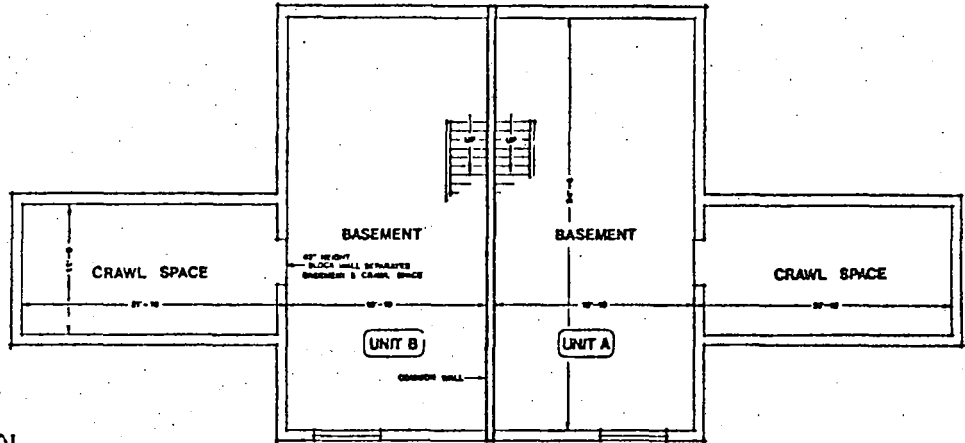
Arthur B. Pappas

NOTARY PUBLIC, WISCONSIN
By Appointment, Commission



SECTION

EXHIBIT B PAGE 2



REL 109 REC 586

CERTIFICATION

I, GARRETT JOSEPH PAUERS, AN ENGINEER DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE VILLAGE OF BAYSIDE, MILWAUKEE COUNTY, WISCONSIN.

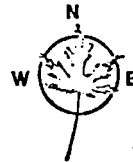
Garrett Joseph Pauers


NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME
 THIS 03 DAY OF MAY 1978

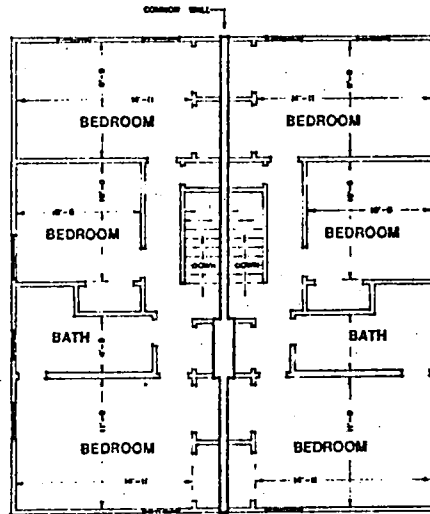
Garrett Joseph Pauers

GARRETT S. FRANKLIN
 Notary Public - Wisconsin
 My Commission Expires



BASEMENT PLAN

EXHIBIT B PAGE 3



CERTIFICATION

I, GARRETT JOSEPH PAUERS, AN ENGINEER DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE VILLAGE OF BAYSIDE, MILWAUKEE COUNTY, WISCONSIN.

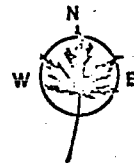
Garrett Joseph Pauers
 GARRETT JOSEPH PAUERS
 LICENSED PROFESSIONAL ENGINEER
 STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME
 THIS 9th DAY OF MAY 1978

Robert D. Pruzansky

ROBERT D. PRUZANSKY
 Notary Public, Wisconsin
 Permanent Commission



SECOND FLOOR

EXHIBIT B PAGE **5**

REEL 1109
 PAGE 588

replacement of the roof shall be made without the agreement of the owners of both units, provided, however, that minor repairs not affecting the appearance of the roof shall be made by the owner of the unit beneath the roof area requiring such repair. The owners of both units shall share equally the cost of keeping and maintaining the common wall dividing the units in good order and repair, provided, however, that damage to one side of the common wall not affecting the other side shall be repaired and maintained by the owner of the unit on whose side the damage has occurred or the maintenance is required.

- (b) Areas identified on Exhibit B as Limited Common Areas are appurtenant to the unit designated on Exhibit B and are limited for the exclusive use of the owner or owners of such unit.

Section 4. PERCENTAGE INTEREST IN COMMON AREAS. The ownership of each of the Units includes a one-half (1/2) undivided interest in the Common Area and Limited Common Area and the same shall be conveyed with each of the Units.

ARTICLE II

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

- Section 1. OWNERS EASEMENTS OF ENJOYMENT. Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Unit.
- Section 2. OWNERS RIGHT TO INGRESS AND EGRESS; EASEMENTS. Each Owner shall have the right to ingress and egress over, upon and across the Common Area, Limited Common Area and/or the other unit necessary for access to his Unit, and for purposes of repairing and maintaining electrical, plumbing and heating facilities, pipes, wires, etc., provided, however, that entry into each unit shall only be at reasonable times and upon notice to the owner thereof.
- Section 3. USE OF UNITS. Each Unit shall be used exclusively for residential purposes. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant. Units may be rented or leased, but not for a term of less than one (1) month. No room in any Unit may be rented. No Unit may be subdivided.

- Section 4. USE OF COMMON AREA. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written agreement of the owners of both units. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written agreement of the owners of both units.
- Section 5. PAINTING, REDECORATING AND AESTHETICS. Each Owner shall be responsible for the painting and decorating of the exterior of his unit, including but not limited to, trim, gutters and downspouts. In the event that either unit Owner desires to change the color of the exterior of his unit including a change of the color of the trim, gutters and/or downspouts, such change in color shall be agreed to, in writing, by the Owner of the other unit and all mortgagees having a collateral security interest in New Era I Condominium Homes. Agreement by the Owner of the other unit shall irrevocably be construed as the agreement of such other Owner to paint and redecorate the exterior of the second unit including the trim, gutters and downspouts, in the same manner and color, contemporaneously with or as a part of the painting and redecorating project of the other unit Owner. Each Owner or any mortgagee shall have the right to enforce this condition in accordance with the terms of Article VI, Section 1.

ARTICLE III

RECONSTRUCTION OR REPAIR

- Section 1. DETERMINATION OF WHETHER TO RECONSTRUCT OR REPAIR. In the event the Property is destroyed or damaged so as to render the entire building untenable, the agreement of both unit owners shall be determinative as to whether to proceed with repair, reconstruction or sale. If the damage is confined to one unit, not affecting the other unit, such damage shall be repaired forthwith by the owner of the damaged unit. If the owners cannot agree or fail to make a determination of whether to repair, reconstruct or sell, the Property shall be deemed to be owned in common by the unit owners in the same percentages as previously owned by each unit owner in the common areas and be subject to an action for partition at the suit of either unit owner.

Section 2. ENCROACHMENT INTO THE COMMON AREA OR LIMITED COMMON AREA. In the event that any unit requires reconstruction and/or repair which when completed causes the unit to be situated on a portion of the Common Area or Limited Common Area, such encroachment shall be permitted to endure. Such encroachment shall be determined and approved at the time the owners of both units determine whether such reconstruction or repair shall be undertaken.

ARTICLE IV

INSURANCE

Each unit owner shall obtain and continue in effect insurance coverage on his unit and one-half of the roof and the common wall dividing the units, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. In addition to the aforesaid insurance coverage, each owner shall obtain public liability insurance in such amounts and with such coverage as may be suitable under the circumstances. Each owner shall pay his own insurance premiums and shall provide the owner of the other unit with a memorandum of each casualty and liability policy.

ARTICLE V

RIGHT OF FIRST REFUSAL ON CONVEYANCE

Neither unit owner shall at any time sell, convey, or give away his unit without first complying with the provisions hereinafter contained in this paragraph. No such alienation shall be made unless the other unit owner is given no less than thirty days prior written notice of the terms of any proposed bona fide sale, or other alienation, as evidenced by a bona fide written document of purchase, sale, or other alienation together with the name and address of the proposed purchaser or alienee. The other unit owner shall at all times have the first right and option to purchase such unit upon the same terms as evidenced by such bona fide document, which option shall be exercisable for a period of thirty days following the date of receipt of such notice. If the said option is not exercised within said thirty days, the owner may, at the expiration of said thirty day period, sell or convey such unit ownership to the proposed purchaser named in such notice. Any attempt to sell, devise, give away, or in any manner alienate

or otherwise attempt to circumvent the provisions of this paragraph without a prior offer to the other unit owner as provided herein shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, donee or other person or party.

The provisions of this Article V shall not be applicable to or binding upon the Declarant, its successors or assigns, but subsequent to the initial sale of both units which comprise this condominium shall be binding on all owners and their heirs, successors and assigns forever.

ARTICLE VI

GENERAL PROVISIONS

- Section 1. **ENFORCEMENT.** Each owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to commence suit for partition of the units and/or Common Area but shall be limited to the provisions contained herein for amending this Declaration.
- Section 2. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- Section 3. **AMENDMENT.** This Declaration may be amended at any time by the agreement of the owners of each unit. No amendment shall become effective until the certificate setting forth such amendment is signed by the owners of each unit, and recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.
- Section 4. **NOTICES.** All notices and other documents required to be given by this Declaration shall be sufficient if given to one registered owner of a unit regardless of the number of owners who may have an interest therein.
- Section 5. **BY-LAWS.** The administration of this 2-unit condominium shall be by agreement of the two unit Owners and except as provided in this Declaration, all expenses for

maintenance, repairs or other items which relate to both units equally shall require the approval of both unit Owners. The unit Owners may promulgate rules, regulations or By-Laws not inconsistent with this Declaration or Wisconsin law.

IN WITNESS WHEREOF, the said NEW ERA DEVELOPMENT CO., a partnership, has executed this Declaration as of the 11th day of May, 1978.

NEW ERA DEVELOPMENT CO.

By Allen Peterson
Allen Peterson General Partner

By Robert Peterson
Robert Peterson General Partner

Signatures of ROBERT PETERSON and ALLAN PETERSON, General Partners of NEW ERA DEVELOPMENT CO., a partnership, authenticated this 11th day of May, 1978.

Robert B. Peregrine
Title: Member State Bar of Wisconsin or other Party Authorized under Sec. 706.06 viz. _____

This instrument was drafted by ROBERT B. PEREGRINE, of PEREGRINE, MARCUVITZ, CAMERON & PELTIN, S.C.,

No. 5-127-2

53-1144

FORM 585-L-1000-5-74-WPCO. 1MD.

REEL 1154 PAGE 817

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to US in hand paid, the receipt whereof is hereby acknowledged, we do hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY

its successors and assigns, the right, permission and authority to construct, erect, operate, maintain and replace a line of poles together with the necessary anchors, guy wires, and brace-poles, and other appliances necessary and usual in the conduct of its business, and to string, maintain and replace wires thereon for the purpose of supplying light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used upon, over

and across the easterly eight (8) feet and the southerly eight (8) feet of NEW ERA I, a condominium development, being a part of Lot Three (3) in Seneca Terrace, a subdivision located in the Northeast quarter (NE 1/4) of Section Eight (8), Township Eight (8) North, Range Twenty-two (22) East, in the Village of Bayside and the Village of Fox Point, Milwaukee County, Wisconsin;

also to trim and keep trimmed all trees along the line upon OUR said premises so that they will clear wires, strung not less than eighteen (18) feet above the presently existing ground level, by as much as 5 feet, and so that the trees will not be liable to interfere with the transmission of electricity over said line.

Permission is also granted said Company to enter upon said premises for the purpose of exercising the rights herein acquired.

It is understood and agreed that the entire agreement of the parties is contained in this instrument and that in the event the undersigned seeks to permit electric service from said line, such service will be rendered upon the completion and electrification of said line, and then only under the conditions of the Company's rules and regulations and at the Company's authorized rates.

IN WITNESS WHEREOF, we have hereunto set OUR hand and seal this 25th

day of July 19 78
In Presence of: 5260719

NEW ERA DEVELOPMENT CO., a Wisconsin partnership

REGISTER'S OFFICE }
Milwaukee County, WI } ss
RECORDED AT 8 00 AM }
M

Allan Peterson (Seal)
Allan Peterson, Partner

OCT 18 1978

REEL 1154 IMAGE 817-818
REGISTER
OF DEEDS

Robert Peterson (Seal)
Robert Peterson, Partner

Mark Gindlin (SEAL)
Mark Gindlin

STATE OF WISCONSIN, }
Milwaukee COUNTY. }

Amy Gindlin (SEAL)
Amy Gindlin

Personally came before me this 25th day of July

19 78, the above named Allan Peterson, Partner, and Robert Peterson

Partner, doing business as NEW ERA DEVELOPMENT CO., a Wisconsin partnership,

to me known to be the person who executed the foregoing instrument and acknowledged the same. RECORD 3.00

s.p.o. 380 557 3A

Kathleen Ulrich
Kathleen Ulrich

PAF 7/20/78
POC 7/20/78

Notary Public Ozaukee Co, Wis

This instrument was Drafted By

Paul Foger

My commission expires 10-8-78

On Behalf of Wisconsin Electric Power Company

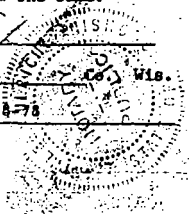
300

STATE OF WISCONSIN)
Milwaukee COUNTY)

Personally came before me this 25th day of July,
1978, the above named MARK GINDLIN and AMY GINDLIN, his wife, to me known to be
the person who executed the foregoing instrument and acknowledged the same.

Kathleen Ulrich
Kathleen Ulrich
Notary Public, Ozaukee Co., Wis.

My commission expires 10-4-78



Doc. No. _____
NEW ERA DEVELOPMENT Co.
Wisconsin Partnership
ET AL.
TO
WISCONSIN ELECTRIC
POWER COMPANY
EASEMENT

OVERHEAD LINE RIGHTS ON
PREMISES IN THE NE 1/4
OF SEC. 8-8-22,
VILLAGE OF BAYSIDE AND THE
VILLAGE OF FOX POINT,
MILWAUKEE COUNTY,
WISCONSIN.



I.D.O. # - 3805573A
Chg. Acct. 420-503-4

Return to O. F. KOSKE
Real Estate Dept., 231 W. Michigan St.
MILWAUKEE, WIS 53201
BOX 129

CH: 4723/78

REEL 1109 PAGE 571

053-1144

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 3380

5211483

MAY 15 1978

REEL 1109 PAGE 571 to

MUTUAL GRANT AND EASEMENT FOR COMMON DRIVEWAY

REGISTER OF DEEDS 574
053-1145 incl

MAY 15 1978

THIS AGREEMENT entered into at Milwaukee, Wisconsin,
this 9th day of May, 1978, by and between NEW ERA
DEVELOPMENT Co., a partnership, and STEVEN M. SANDLER and JILL N.
SANDLER, his wife, and ALAN SCHULMAN and ^{Marcia} ~~MARSHA~~ SCHULMAN, his
wife, being all of the owners of the lands hereinafter described,

WITNESSETH:

WHEREAS, NEW ERA DEVELOPMENT CO., a partnership, is the
owner of:

Lot Three (3) in Seneca Terrace, being a Subdivision of
a part of the Northeast One-quarter (NE-1/40 of Section
Eight (8), Township Eight (8) North, Range Twenty-two
(22) East, partly in the Village of Bayside and partly
in the Village of Fox Point, in the County of Milwaukee,
State of Wisconsin, and

WHEREAS, STEVEN N. SANDLER and JILL N. SANDLER, his
wife, and ALAN SCHULMAN and ^{Marcia} ~~MARSHA~~ SCHULMAN, his wife, are the
owners of:

Lot Four (4) in Seneca Terrace, being a Subdivision of
a part of the Northeast One-quarter (NE-1/4) of Section
Eight (8), Township Eight (8) North, Range Twenty-two
(22) East, partly in the Village of Bayside and partly
in the Village of Fox Point, and

WHEREAS, the parties to this Agreement desire to create
and maintain a common driveway which is situated on the lands
hereinbefore described;

NOW, THEREFORE, for and in consideration of One Dollar
(\$1.00) and the mutual covenants and conditions hereinafter set
forth, each of the parties hereto, for themselves, and heirs,

500

successors and assigns, do hereby grant and declare a permanent and perpetual easement for driveway purposes over and across the lands hereinafter described to be used in common by the owners of the aforesaid lots 3 and 4 in Seneca Terrace:

Commencing at the Northwest Corner of lot 3 in Seneca Terrace, thence 20 feet South along the lot line between lots 3 and 4 in Seneca Terrace to a point which is the point of beginning of the description of the lands to be subjected to the aforesaid easement. Thence East and along a line parallel to the North lot line of lot 3, 12 feet to a point; thence South and along a line parallel to the lot line between lots 3 and 4, 65 feet to a point; thence West and parallel to the South lot line of said lot 3, 24 feet to a point in lot 4; thence North and parallel to the lot line between lots 3 and 4, 65 feet to a point in the North lot line of said lot 4; thence East and parallel to the North lot line of said lot 4, 12 feet to the point of beginning.

That the owners of the aforementioned lots 3 and 4 of Seneca Terrace do hereby, for themselves, their heirs, successors and assigns, agree to share equally all cost and expense relating to the maintenance of said easement and common driveway including, but not limited to the expenses of snow removal, cleaning and repairing.

In the event either lot 3 or lot 4 or both lots shall hereafter be subjected to a declaration of condominium, the benefits and obligations imposed by this easement shall be shared by the owner or owners of the unit or units which are appurtenant to said easement and common driveway and the owner or owners of any unit or units which are not appurtenant to said easement and common driveway shall be exculpated from any and all benefits and obligations relating to said easement and common driveway.

The aforesaid easement shall be perpetual and permanent and shall run with the land or the unit and be binding upon the grantors hereof and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at the place and date first above written.

Owner of Lot 3.

In the Presence of:

NEW ERA DEVELOPMENT CO., a partnership,

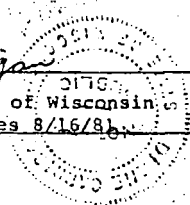
By: Alan Peterson Partner
Robert Peterson Partner

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 9th day of May, 1978, Alan Peterson and Robert Peterson, being ~~XXXXXX~~ the partners of NEW ERA DEVELOPMENT CO., a partnership, to me known to be the persons who executed the foregoing instrument as such partners as the deed of said partnership, by its authority.

Diane Garrigan
Diane Garrigan 2176
Notary Public, State of Wisconsin
My Commission: expires 8/16/80



Owner of Lot 4.

In the Presence of:

Steven N. Sandler
STEVEN N. SANDLER
Jill N. Sandler
JILL N. SANDLER
Alan Schulman
ALAN SCHULMAN
Marsha Schulman
MARSHA SCHULMAN

