

WALTER AVENUE CENTER/CONDOMINIUM

NORTHERLY ASSOCIATION

The Walter Avenue Center was converted to the "WALTER AVENUE CONDOMINIUM" in 2007 when Building 225 was sold to Fox Valley Thrift Shoppe. The Condominium was formed to manage and pay for the maintenance of the off street parking lot, its lighting, sidewalks and other common elements of the Center, and provide a legal means of enforcement. In the past there was only one owner of the Center. The tenants were obligated legally through leases. Now each building can have different owners. Owners are obligated legally through Condominium Law.

1. Words you want to become familiar with when dealing with a Condominium
 - a. Units – individual buildings in the Condominium (6 total) owned and maintained by the Unit Owners
 - b. Unit boundary – defines how much of the building is owned by the Unit owner and how much by the Condominium, - in the Walter Ave Condominium the entire building is owned by the Unit owner to include foundation, roof, inside and outside walls.
 - c. Common Elements – land, parking areas, sidewalks - maintained by the Association and paid for by all Unit owners. Normally most everything to include the parking lot and sidewalks, etc. would be Common Elements. This is different for the Walter Avenue Condominium where almost all Common Elements are converted to Limited Common Elements.
 - d. Limited Common Elements – areas for exclusive use of some Unit owners – maintained and controlled by the Unit owners with exclusive use.
 - e. Condominium Association is an organization comprised of all the Unit Owners. It elects the Board of Directors (Officers) from its membership to manage the Common Elements and Limited Common Elements. The Association receives money from the Unit Owners based on Condominium rules to pay for the maintenance and the utilities of the common areas.
 - f. Two legal documents under Wisconsin law that spell out the rules of the Condominium:
 1. Declaration
 2. Bylaws
2. WALTER AVENUE DECLARATION is the primary document describing the property and how ownership is divided. It applies to the entire Center (Fox Thrift and us). When the Condominium was formed the Center was surveyed and a new plot plan drawn which shows the buildings as units. It also shows the square footage of each unit. To change the Declaration takes two-thirds (2/3) of the voting interests vote of all the owners.
 - a. There are 6 Unit Owners with the amount of ownership based on square footage of the Unit they own – ARTICLE V – PERCENTAGE INTERESTS; VOTING

WALTER AVENUE CENTER/CONDOMINIUM

<u>UNIT</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENT INTEREST</u>
Unit 1	12,440 square feet	41.35 %
Unit 2	5,290 square feet	17.59 %
Unit 3	5,450 square feet	18.12 %
Unit 4	2,570 square feet	8.54 %
Unit 5	3,200 square feet	10.64 %
Unit 6	<u>1,130 square feet</u>	<u>3.76 %</u>
	30,080 square feet	100.00 %

- b. The Declaration describes the boundaries of the Units
- Normal Condominium law (began with residential units) the boundary of the Unit began at the inside walls. The foundation, the outside walls, and roof belonged to the Condo Association.
 - Amended Declaration - extended the boundaries to the outside of the units. Now the Unit Owner owns everything, to include the walls, foundation and the roof. Where Units have common walls both Units share in the repair which must be done within a specific time frame.
 - Now it is similar to the ownership of a building in down town Appleton.
- c. Paragraphs 4.02 (a), (b), and (b2) of the Declaration and its two Amendments describes the Limited Common Elements for the exclusive use of the individual Units
- When sidewalks, access ways, steps and stoops as well as plumbing, electrical and public or private utility lines serve only one unit they are the responsibility of the Unit
 - When plumbing, electrical and public or private utility lines serve more than one Unit the cost for maintaining or repairing them is allocated to the Units that (1) they serve and (2) are affected by their failure.
- d. Other than the Limited Common Elements described in Paragraphs 4.02 (a), (b), and (b2), Paragraph 4.02 (c) of the Declaration divides the Condominium into two portions (see the new plot plan) by converting Common Elements into Limited Common Elements and including them in either the "Southerly Portion" or the "Northerly Portion". This was done because originally there were only two owners each owning a portion of the Center as described.
- Units 1 and 2 with its associated parking lot (about 2./3 of the total parking lot) "Southerly Portion"
 - Units 3, 4, 5, 6 with its associated parking lot (approx. 1/3 of the total parking lot) "Northerly Portion"
 - The parking lot is divided between Fox Thrift Building 225 and Building 219 - extend a straight line between the buildings from the alley in the back to Walter Ave in the front.

WALTER AVENUE CENTER/CONDOMINIUM

- iv. The Declaration also states that there will be no restrictions of access over the Limited Common Elements of either "Portion" making it function as one Center.
- e. Finally Amendment #2 to the Declaration adds Paragraph 8.02 establishing two Limited Associations corresponding to the Limited Portions.
 - i. "Southerly Association" – Units 1 and 2
 - ii. "Northerly Association" – Units 3, 4, 5, and 6
 - iii. Each Association will have its own Board of Directors and Officers and provide insurance for its portion of the Condominium
 - iv. Matters that apply to both Limited Associations and require a vote or action as one Association will be addressed jointly.
- 2. BYLAWS – Describes how the Condominium is controlled / managed by the Unit Owners through a Condominium Associations, for Units 3 – 6 the "Northerly Association".
 - a. The Northerly Association will essentially operate as a separate association. The amount of ownership within the Northerly Association will change as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENT INTEREST</u>
Unit 3	5,450 square feet	44.13 %
Unit 4	2,570 square feet	20.81 %
Unit 5	3,200 square feet	25.91 %
Unit 6	<u>1,130 square feet</u>	<u>9.15 %</u>
	12,350 square feet	100.00 %

- i. This reflects the percent of control / voting rights and share of expenses of each Unit Owner.
 - 1. All voting rights are based on Unit owners percentage of interest.
 - 2. All expenses are divided between the Northerly Unit owners. The percent each Unit owner pays is the same as his percentage of interest.
 - 3. Exceptions to the percent paid can be made through unanimous vote.
- b. In accordance with the Bylaws the Association shall be managed by a Board of Directors. In the Northerly Association the Board of Directors will also serve as the Association Officers and have the power of both positions. The Directors / Officers are elected by the Unit Owners in the Northerly Association and must be Unit Owners within the Northerly Association. They will receive no compensation and serve for one year. The titles used will be those of the Officers:
 - i. President
 - ii. Vice President/Treasurer
 - iii. Secretary

WALTER AVENUE CENTER/CONDOMINIUM

- c. The Board of Directors / Officers hereafter referred to as "Board" are elected using Percentage of Interest and Voting rules for the Northerly Portion, Units 3 – 6. To be elected requires a majority vote (50%) of the voting interest.
 - d. Meetings: The first annual meeting of all Unit owners in the Northerly Association will be held in early September of 2016. A date and time will be selected so all four Units will be represented and the meeting notice sent out in August of 2016. This is an extremely important meeting. Objectives of the meeting will be the following:
 - i. Explain Condominium terms and organization - how it operates
 - ii. Explain how Association meetings are conducted
 - iii. Elect Officers and explain their responsibilities
 - iv. Procedures used by the Association to manage the Condominium
 1. Maintenance
 2. Utilities
 3. Improvements
 - e. Unit Owners Meetings will be held at least once a year to elect Officers and decide issues related to the Association
3. Items will be identified as the responsibility of the Association and that are paid for collectively by the Unit Owners. Members will also determine whether to pay them as they come due or whether they be included in a budget. The budget can be collected in advance on a scheduled basis. A list of those items currently identified are as follows:

WALTER AVENUE CENTER/CONDOMINIUM

ITEM	METHOD ESTABLISHED	PROVIDER	REMARKS
Insurance Fire, Extended loss, and Liability	Continue policy or obtain quotes from at least 3 providers and selected most cost effective	Rural Mutual Insurance Co. Adam Ross	Treasurer responsibility - Insurance purchased 10/2/15 for one year. Cost \$836.00 Contact: Adam Ross 920-832-0262 <i>3973</i> <i>920-659-3873</i>
Snow removal	Contract with local provider, best value recommend obtaining quotes from each		The Treasurer will be responsible for paying the provider and collecting the appropriate amounts from Unit owners
Parking lot lighting (one light post) – business hours – 6:00 AM-9:00 PM	Read meter once a month. Pay 221 the kWh used time cost per kWh + 10%	Building 221 S, Walter	Treasurer responsibility, currently 213, 219 & 221 pay \$10/mo and 211 pays \$40/mo because of its late hours
Removal of weeds between sidewalks and curbs	Contract with local provider, best value		Treasurer responsibility.
Improvements to Limited Common Elements	Discuss with membership – Takes 75% of Board to pass		

WALTER AVENUE CENTER/CONDOMINIUM

NORTHERLY ASSOCIATION

The Walter Avenue Center is currently divided and owned by two organizations under Wisconsin Condominium Laws. The WALTER AVENUE CONDOMINIUM was formed in 2007 when Building 225 was sold to Fox Valley Thrift Shoppe. The Condominium was formed to manage and pay for the maintenance of the off street parking lot, its lighting, sidewalks and other common elements of the Center, and provide a legal means of enforcement. In the past there was only one owner. The tenants were obligated legally through leases. In the future each building will be individual owned.

- Association is not responsible for property taxes or Unit owners utilities – paid to City
- Similar to owning a building down town but also includes a large parking lot

1. The Center was surveyed and a new plot plan drawn which shows the buildings as units. It also shows the square footage of each unit. For MAINTENANCE AND REPAIR (ARTICLE IX of the BYLAWS) for the description.

- a. Units 1 and 2 with its associated parking lot (approx. 2./3 of the total)
“Southerly Portion”
- b. Units 3, 4, 5, 6 with its associated parking lot (approx. 1/3 of the total)
“Northerly Portion”
- c. Parking lot is divided between Fox Thrift Building 225 and Building 219 - extend a straight line between the buildings from alley in the back to Walter Ave in the front.

2. Words you want to become familiar with when dealing with a Condominium

- a. Units and Unit boundary – buildings - paid by the unit owner
- b. Common Elements – land, parking areas, sidewalks - paid by all Unit owners
- c. Limited Common Elements – areas for exclusive use of some unit owners – paid by the exclusive unit owners.
- d. Two legal documents under Wis law that spell out the rules of the Condominium
 - i. Declaration
 - ii. Bylaws

3. DECLARATION (Small Condominium) – is the primary document describing the property and how ownership is divided. It applies to the entire Center (Fox and us).

- a. There are 6 owners with the amount of ownership based on square footage of the unit they own – ARTICLE V – PERCENTAGE INTERESTS; VOTING

Unit 1	12,440 square feet	41.35 %
Unit 2	5,290 square feet	17.59 %
Unit 3	5,450 square feet	18.12 %
Unit 4	2,570 square feet	8.54 %
Unit 5	3,200 square feet	10.64 %
Unit 6	<u>1,130 square feet</u>	<u>3.76 %</u>
	30,080	100.00

WALTER AVENUE CENTER/CONDOMINIUM

- b. The Declaration describes the boundaries of the Units
 - i. Normal Wisconsin law (began with residential units) the boundary of the Unit began at the inside walls. The foundation, the outside walls, and roof belonged to the Condo Association.
 - ii. Amended the Declaration - to change the boundaries to the outside of the units. Now the Unit owner owns everything, to include the walls, foundation and the roof. Where Units have common walls both units share in the repair which must be done within a specific time frame.
 - iii. Now it is similar to the ownership of a building in down town Appleton.
 - iv. To change takes two-thirds (2/3) of the voting interests vote of all the owners.
- 4. BYLAWS – Describes how the Condominium is controlled/ managed by the owners. It also describes how the Condo is divided as shown on the plot plan.
 - a. The Condo was divided into two portions as described above (on Plot Plan) by converting all the Common Elements into Limited Common Elements and including them in either the “Southerly Portion” or the “Northerly Portion”. This amounted to giving total responsibility and control, to each “Portion”.
 - b. The Declaration (4.02) states that there will be no restrictions of access over the Limited Common Elements of either “Portion” making it function as one Center.

- 5. BYLAWS – Further describe how the “Portions” will be managed. The Northerly Portion will essentially form its own association “Northerly Association”. The Percentage of Interest and Voting will now change as follows:

Unit 3	5,450 square feet	44.13 %
Unit 4	2,570 square feet	20.81 %
Unit 5	3,200 square feet	25.91 %
Unit 6	<u>1,130 square feet</u>	<u>9.15 %</u>
	12,350	100.00 %

This reflects the percent of control/voting rights and share of expenses of each owner. This can only be changed ARTICLE XI with two-thirds (2/3) authorized vote of all 6 Unit owners.

- 6. Northerly Association– In the Bylaws the Board of Directors/Officers are established for the full Association to include both the Southerly and Northerly Portions. Because there are no Common Elements to manage, they have been converted to Limited Common Elements, it is hard to justify the formation of full Association. Therefore the Southerly and Northerly Portions have formed their individual Associations and will hold a joint meeting if the need arises. Fire, Extended loss, and Liability Insurance which is described as a responsibility of the full Association is also obtained by the individual associations for their portion of the Condominium.
 - a. In the Bylaws the Condominium shall be managed by a Board of Directors comprised of three Directors who are elected by the Unit owners. The Directors in tern elect the

WALTER AVENUE CENTER/CONDOMINIUM

Officers. The Northerly Association has combined the two so each Officer is also a Director and has the same powers. They are all Unit owners and receive no compensation. This is in compliance with the Bylaws. The titles used will be those of the Officers: one will be President, Vice President/Treasurer and Secretary.

- b. The Board of Directors/Officers hereafter referred to as "Board" are elected using Percentage of Interest and Voting rules for the Northerly Portion, Units 3 – 6. All voting requires a majority vote (50%) of the voting interest.
7. A meeting of all Unit owners in the Northerly Association will be held at least once a year to elect officers and decide issues related to the Association
- a. All voting rights are based on Unit owners percentage of interest.
 - b. All expenses are divided between the Unit owners. The percent each Unit owner pays is the same as his percentage of interest.
8. Items to be managed by the Northerly Association. The officers will identify those items that are the responsibility of the organization and be paid for collectively by its Unit owners. They will also determine whether to pay them as they come due or whether they be included in a budget. The budget can be collected in advance on a scheduled basis. A list of those items currently identified are as follows:

ITEM	METHOD ESTABLISHED	PROVIDER	REMARKS
Insurance Fire, Extended loss, and Liability	Received quote from at least 3 providers and selected most cost effective	Rural Mutual Insurance Co. Adam Ross	Insurance purchased 10/2/15 for one year. Cost \$836.00 Contact: Adam Ross 920-832-0262
Snow removal	Contract with local provider, best value		The Treasurer will be responsible for paying the provider and collecting the appropriate amounts from Unit owners
Parking lot lighting – business hours – 6:00 AM-9:00 PM	Read meter once a month. Pay 221 the kWh used X cost + 5%	Building 221 S, Walter	Treasurer responsibility, currently 213, 219 & 221 pay \$10/mo and 211 pays \$40/mo because of its late hours
Removal of weeds between sidewalks and curbs	Contract with local provider, best value		Treasurer responsibility.

WALTER AVENUE CENTER/CONDOMINIUM

NORTHERLY ASSOCIATION

The Walter Avenue Center was converted to the "WALTER AVENUE CONDOMINIUM" in 2007 when Building 225 was sold to Fox Valley Thrift Shoppe. The Condominium was formed to manage and pay for the maintenance of the off street parking lot, its lighting, sidewalks and other common elements of the Center, and provide a legal means of enforcement. In the past there was only one owner of the Center. The tenants were obligated legally through leases. Now each building can have different owners. Owners are obligated legally through Condominium Law.

1. Words you want to become familiar with when dealing with a Condominium
 - a. Units – individual buildings in the Condominium (6 total) owned and maintained by the Unit Owners
 - b. Unit boundary – defines how much of the building is owned by the Unit owner and how much by the Condominium, - in the Walter Ave Condominium the entire building is owned by the Unit owner to include foundation, roof, inside and outside walls.
 - c. Common Elements – land, parking areas, sidewalks - maintained by the Association and paid for by all Unit owners. Normally most everything to include the parking lot and sidewalks, etc. would be Common Elements. This is different for the Walter Avenue Condominium where almost all Common Elements are converted to Limited Common Elements.
 - d. Limited Common Elements – areas for exclusive use of some Unit owners – maintained and controlled by the Unit owners with exclusive use.
 - e. Condominium Association is an organization comprised of all the Unit Owners. It elects the Board of Directors (Officers) from its membership to manage the Common Elements and Limited Common Elements. The Association receives money from the Unit Owners based on Condominium rules to pay for the maintenance and the utilities of the common areas.
 - f. Two legal documents under Wisconsin law that spell out the rules of the Condominium:
 1. Declaration
 2. Bylaws
2. WALTER AVENUE DECLARATION is the primary document describing the property and how ownership is divided. It applies to the entire Center (Fox Thrift and us). When the Condominium was formed the Center was surveyed and a new plot plan drawn which shows the buildings as units. It also shows the square footage of each unit. To change the Declaration takes two-thirds (2/3) of the voting interests vote of all the owners.
 - a. There are 6 Unit Owners with the amount of ownership based on square footage of the Unit they own – ARTICLE V – PERCENTAGE INTERESTS; VOTING

WALTER AVENUE CENTER/CONDOMINIUM

<u>UNIT</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENT INTEREST</u>
Unit 1	12,440 square feet	41.35 %
Unit 2	5,290 square feet	17.59 %
Unit 3	5,450 square feet	18.12 %
Unit 4	2,570 square feet	8.54 %
Unit 5	3,200 square feet	10.64 %
Unit 6	<u>1,130 square feet</u>	<u>3.76 %</u>
	30,080 square feet	100.00 %

- b. The Declaration describes the boundaries of the Units
- i. Normal Condominium law (began with residential units) the boundary of the Unit began at the inside walls. The foundation, the outside walls, and roof belonged to the Condo Association.
 - ii. Amended the Declaration - extended the boundaries to the outside of the units. Now the Unit Owner owns everything, to include the walls, foundation and the roof. Where Units have common walls both Units share in the repair which must be done within a specific time frame.
 - iii. Now it is similar to the ownership of a building in down town Appleton.
- c. Paragraphs 4.02 (a), (b), and (b2) of the Declaration and its two Amendments describes the Limited Common Elements for the exclusive use of the individual Units
- i. When sidewalks, access ways, steps and stoops as well as plumbing, electrical and public or private utility lines serve only one unit they are the responsibility of the Unit
 - ii. When plumbing, electrical and public or private utility lines serve more than one Unit the cost for maintaining or repairing them is allocated to the Units that (1) they serve and (2) are affected by their failure.
- d. Other than the Limited Common Elements described in Paragraphs 4.02 (a), (b), and (b2), Paragraph 4.02 (c) of the Declaration divides the Condominium into two portions (see the new plot plan) by converting Common Elements into Limited Common Elements and including them in either the "Southerly Portion" or the "Northerly Portion". This was done because originally there were only two owners each owning a portion of the Center as described.
- i. Units 1 and 2 with its associated parking lot (about 2./3 of the total parking lot) "Southerly Portion"
 - ii. Units 3, 4, 5, 6 with its associated parking lot (approx. 1/3 of the total parking lot) "Northerly Portion"
 - iii. The parking lot is divided between Fox Thrift Building 225 and Building 219 - extend a straight line between the buildings from the alley in the back to Walter Ave in the front.

WALTER AVENUE CENTER/CONDOMINIUM

- iv. The Declaration also states that there will be no restrictions of access over the Limited Common Elements of either "Portion" making it function as one Center.

- e. Finally Amendment #2 to the Declaration adds Paragraph 8.02 establishing two Limited Associations corresponding to the Limited Portions.
 - i. "Southerly Association" – Units 1 and 2
 - ii. "Northerly Association" – Units 3, 4, 5, and 6
 - iii. Each Association will have its own Board of Directors and Officers and provide insurance for its portion of the Condominium
 - iv. Matters that apply to both Limited Associations and require a vote or action as one Association will be addressed jointly.

- 2. BYLAWS – Describes how the Condominium is controlled / managed by the Unit Owners through a Condominium Associations, for Units 3 – 6 the "Northerly Association".
 - a. The Northerly Association will essentially operate as a separate association. The amount of ownership within the Northerly Association will change as follows:

<u>UNIT</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENT INTEREST</u>
Unit 3	5,450 square feet	44.13 %
Unit 4	2,570 square feet	20.81 %
Unit 5	3,200 square feet	25.91 %
Unit 6	<u>1,130 square feet</u>	<u>9.15 %</u>
	12,350 square feet	100.00 %

- i. This reflects the percent of control / voting rights and share of expenses of each Unit Owner.
 - 1. All voting rights are based on Unit owners percentage of interest.
 - 2. All expenses are divided between the Northerly Unit owners. The percent each Unit owner pays is the same as his percentage of interest.
 - 3. Exceptions to the percent paid can be made through unanimous vote.

- b. In accordance with the Bylaws the Association shall be managed by a Board of Directors. In the Northerly Association the Board of Directors will also serve as the Association Officers and have the power of both positions. The Directors / Officers are elected by the Unit Owners in the Northerly Association and must be Unit Owners within the Northerly Association. They will receive no compensation and serve for one year. The titles used will be those of the Officers:
 - i. President
 - ii. Vice President/Treasurer
 - iii. Secretary

WALTER AVENUE CENTER/CONDOMINIUM

- c. The Board of Directors / Officers hereafter referred to as "Board" are elected using Percentage of Interest and Voting rules for the Northerly Portion, Units 3 – 6. To be elected requires a majority vote (50%) of the voting interest.
 - d. Meetings: The first annual meeting of all Unit owners in the Northerly Association will be held in early September of 2016. A date and time will be selected so all four Units will be represented and the meeting notice sent out in August of 2016. This is an extremely important meeting. Objectives of the meeting will be the following:
 - i. Explain Condominium terms and organization - how it operates
 - ii. Explain how Association meetings are conducted
 - iii. Elect Officers and explain their responsibilities
 - iv. Procedures used by the Association to manage the Condominium
 - 1. Maintenance
 - 2. Utilities
 - 3. Improvements
 - e. Unit Owners Meetings will be held at least once a year to elect Officers and decide issues related to the Association
3. Items will be identified as the responsibility of the Association and that are paid for collectively by the Unit Owners. Members will also determine whether to pay them as they come due or whether they be included in a budget. The budget can be collected in advance on a scheduled basis. A list of those items currently identified are as follows:

WALTER AVENUE CENTER/CONDOMINIUM

ITEM	METHOD ESTABLISHED	PROVIDER	REMARKS
Insurance Fire, Extended loss, and Liability	Continue policy or obtain quotes from at least 3 providers and selected most cost effective	Rural Mutual Insurance Co. Adam Ross	Treasurer responsibility - Insurance purchased 10/2/15 for one year. Cost \$836.00 Contact: Adam Ross 920-832-0262
Snow removal	Contract with local provider, best value recommend obtaining quotes from each		The Treasurer will be responsible for paying the provider and collecting the appropriate amounts from Unit owners
Parking lot lighting (one light post) – business hours – 6:00 AM-9:00 PM	Read meter once a month. Pay 221 the kWh used time cost per kWh + 10%	Building 221 S. Walter	Treasurer responsibility, currently 213, 219 & 221 pay \$10/mo and 211 pays \$40/mo because of its late hours
Removal of weeds between sidewalks and curbs	Contract with local provider, best value		Treasurer responsibility.
Improvements to Limited Common Elements	Discuss with membership – Takes 75% of Board to pass		

TRANSITION INTO CONDOMINIUM ASSOCIATION

Objective of the first official meeting of the Northerly Condominium Association:

1. Explain when and how the Condominium was formed. This needs to be explained to include Amendments and Southerly verses Northerly Associations.
2. Why an Association and how is it organized.
 - a. Its purpose is to manage and pay for the parking lot maintenance (common/limited common area).
 - b. The Association is comprised of the Unit Owners
 - c. Unit owners elect 3 representatives (Board of Directors) from its membership, to manage the center. President, Vice-president/Treasurer and Secretary.
3. Board of Directors (Officers) will be responsible for the following:
 - a. Determine what needs to be done to maintain the Northerly portion of the Center.
 - i. Fire and Liability Insurance
 - ii. Snow removal
 - iii. Parking lot lighting
 - iv. Removal of weeds
 - v. Address problems with the Limited Common Area that come up.
 - b. Collect money from the unit owners to pay for the maintenance.
 - i. Pay bills as they arise and bill the members
 - ii. Estimate the total cost for the year and collect monthly Association fees in advance to pay the bills.
 - c. Determine who (what Contractors) will do the work and pay them when it is completed. This should be done from input from all the members and getting quotes.
 - d. Schedule, reside over, and record the meetings

To become functional as an Association the following is needed:

1. Elect Officers
2. Agree on a method for collecting money and pay bills (bill as you go or Association monthly fees).
3. Establish a book keeping system
4. Establish a checking account.
 - a. Account will be named, "Walter Avenue Northerly Condominium Association"
 - b. President and Treasurer will have signature authority.
5. Membership agreement on the organization of the Association by vote.
6. Record the minutes of the meeting.

TRANSITION INTO CONDOMINIUM ASSOCIATION

Objective of the first official meeting of the Northerly Condominium Association:

1. Explain when and how the Condominium was formed. This needs to be explained to include Amendments and Southerly verses Northerly Associations.
2. Why an Association and how is it organized.
 - a. Its purpose is to manage and pay for the parking lot maintenance (common/limited common area).
 - b. The Association is comprised of the Unit Owners
 - c. Unit owners elect 3 representatives (Board of Directors) from its membership, to manage the center. President, Vice-president/Treasurer and Secretary.
3. Board of Directors (Officers) will be responsible for the following:
 - a. Determine what needs to be done to maintain the Northerly portion of the Center.
 - i. Fire and Liability Insurance
 - ii. Snow removal
 - iii. Parking lot lighting
 - iv. Removal of weeds
 - v. Address problems with the Limited Common Area that come up.
 - b. Collect money from the unit owners to pay for the maintenance.
 - i. Pay bills as they arise and bill the members
 - ii. Estimate the total cost for the year and collect monthly Association fees in advance to pay the bills.
 - c. Determine who (what Contractors) will do the work and pay them when it is completed. This should be done from input from all the members and getting quotes.
 - d. Schedule, reside over, and record the meetings

To become functional as an Association the following is needed:

1. Elect Officers
2. Agree on a method for collecting money and pay bills (bill as you go or Association monthly fees).
3. Establish a book keeping system
4. Establish a checking account.
 - a. Account will be named, "Walter Avenue Northerly Condominium Association"
 - b. President and Treasurer will have signature authority.
5. Membership agreement on the organization of the Association by vote.
6. Record the minutes of the meeting.

**DECLARATION OF CONDOMINIUM
FOR WALTER AVENUE
CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM (this "Declaration") is made this 27th day of August, 2007, by James A. Schaden and Jeanie C. Schaden, husband and wife, and Eldridge Real Estate Limited Liability Company, a Wisconsin limited liability company (collectively hereinafter referred to as the "Declarant").

Tax Parcel Nos. 314 002400
314 002401
314 002500
314 002600

ARTICLE I

DECLARATION

Declarant hereby declares that it is the owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is "Walter Avenue Condominium."

2.02. Legal Description. The land comprising the Property (the "Land") is located in the City of Appleton, County of Outagamie, State of Wisconsin, and is legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 6,
NEWBERRY'S ADDITION, City of Appleton, Outagamie County,
Wisconsin, according to the Recorded Assessor's Map of said City.

Also, a parcel of land in Government Lot 2, Section 25, Township 21 North, Range 17 East, (also known as part of Block 61-4th Ward Plat, City of Appleton) described as follows:

Commencing at the Southwest corner of Block 4 of NEWBERRY'S ADDITION to the City of Appleton for a point of beginning, thence run westerly on the extension of the North line of Harriet Street a distance of 27.00 feet, run thence southwesterly to the Southwest corner of Block 6 of NEWBERRY'S ADDITION, run thence northeasterly to the point of beginning. Being a triangular shaped parcel of land and containing approximately .11 acres.

2.03. Address. The address of the Condominium shall be 211-231 South Walter Avenue, Appleton, Wisconsin, 54915.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall consist of six (6) units (individually a "Unit" and collectively the "Units") located in the buildings (individually a "Building" and collectively the "Buildings") identified on the condominium plat attached hereto as Exhibit A and made a part hereof (the "Condominium Plat"). The Units shall be identified as Units 1 through 6, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner". Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) **Upper Boundary.** The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03. Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

- (a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.
- (b) Interior lights and light fixtures.
- (c) Cabinets.
- (d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
- (e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.
- (f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.
- (g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the “Common Elements”) include the following:

- (a) The Land;
- (b) The paved driveways, alleyways, parking areas, and pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit; and

(e) Any other portion of the improvements to the Land that is not part of a Unit as described above.

4.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, and stoops, attached to, leading directly to or from, or adjacent to each Unit; and

(b) The brick /glass building currently at the southeast corner of the Land and used as a JPMorgan Chase Bank ATM shall be reserved for the exclusive use of Unit 1; and

(c) Other than as set forth in paragraphs (a) and (b) above, all other portions of the Land (including, but not limited to, all paved areas used for driveways, parking and alleyways) are divided into a northerly portion (“Northerly Portion”) and a southerly portion (“Southerly Portion”) with the dividing line being in the middle of the wall between Units 2 and 3 and extended to the west line of the Land and to the east line of the Land. The Southerly Portion shall be reserved for the exclusive use of Units 1 and 2. The Northerly Portion shall be reserved for the exclusive use of Units 3 through 6. However, the designation of the Northerly Portion and the Southerly Portion as Limited Common Elements shall not, in any way, restrict or inhibit vehicular and/or pedestrian ingress and egress over and across the Land for access to either Walter Avenue, Harriet Street or Gunn Street.

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements

as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The percentage of interest of ownership in the Common Elements and the liability for common expenses and the rights to common surpluses, if any, appurtenant to each Unit shall be based upon the percentage arrived at by dividing the total square footage of each Unit by the total square footage of all of the Units. Such resulting percentages are agreed to be as follows:

Unit 1	12,440 square feet	41.35 %
Unit 2	5,290 square feet	17.59 %
Unit 3	5,450 square feet	18.12 %
Unit 4	2,570 square feet	8.54 %
Unit 5	3,200 square feet	10.64 %
Unit 6	<u>1,130 square feet</u>	<u>3.76 %</u>
	30,080	100.00 %

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. The vote of each Unit at meetings of the Association (as defined in Article VIII) shall be equal to the percentage of interest in the Common Elements pertaining to such Unit. In the event that a Unit is owned by more than one person, the vote allocated to that Unit may not be cast proportionally among the owners, but shall be cast as a single vote by a properly designated person.

ARTICLE VI

ALTERATIONS AND USE RESTRICTIONS

6.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may change the exterior appearance of a Unit without obtaining the prior written permission of the Association. Any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations and must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

6.02. Separation, Merger and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation or merger shall pay for 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. Where any boundary relocation, unit separation, or merger 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 Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(a) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(b) In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner.

(c) In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(d) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

6.03. Use and Restrictions on Use of Unit. Each Unit shall be used for business purposes consistent with those uses permitted under City of Appleton "C-2 General Commercial District" zoning regulations.

ARTICLE VII

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

7.01. Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall

be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$ times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

7.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

7.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

7.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 7.06.

7.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a special assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

7.06. Surplus in Construction Funds. All insurance proceeds and special assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

7.07. Damage or Destruction of Unit. Following any damage or destruction to any

improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE VIII

CONDOMINIUM ASSOCIATION

8.01. Condominium Association. The affairs of the Condominium shall be governed by an association of Unit Owners known as “Walter Avenue Condominium Property Owners’ Association” (the “Association”). The Association may, but does not have to be, incorporated. The powers and duties of the Association shall include those set forth in the Condominium Ownership Act, this Declaration, and its bylaws.

ARTICLE IX

STATUTORY SMALL CONDOMINIUM

9.01. Statutory Small Condominium. Declarant exercises its option to declare that this is a “small condominium” (as defined in Section 703.02 (14m) of the Condominium Ownership Act) and that the following sections of the Condominium Ownership Act shall apply to it:

- (a) Section 703.365 (3)(a) which provides in part that “all aspects of the management, operation, and duties of the association . . . shall be delegated to the board of directors . . .”;
- (b) Section 703.365 (3)(b) which provides in part that “notice of meetings shall be given in a manner best calculated to assure that actual notice is received by the owners of all units . . .”;
- (c) Section 703.365(4) which provides for a less extensive Condominium Plat;
- (d) Section 703.365 (6) which provides a procedure for dispute resolution in the event of disagreement between Unit Owners as to actions, nonactions, or expenditure decisions by the Association; and
- (e) Section 703.365 (8) which provides for fewer disclosure documents to prospective purchasers of a Unit.

ARTICLE X

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, 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 consent shall be effective without the consent of the first mortgagee of such Unit. Any amendment shall be evidenced by an appropriate document entitling the same to be recorded, and shall not be effective until it is recorded in the same manner as the Declaration.

ARTICLE XI

GENERAL

11.01. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

11.02. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Attorney Steven P. Krause at 15 Park Place, Appleton, Wisconsin, 54914-8250. The resident agent may be changed by the Association in any manner permitted by law.

IN WITNESS WHEREOF, the said Declarant, owner of the property described, has caused this Declaration to be executed this _____ day of August, 2007.

James A. Schaden

Jeanie C. Schaden

ELDRIDGE REAL ESTATE LIMITED LIABILITY COMPANY

By: _____
John E. Eldridge, Member

By: _____
Linda M. Eldridge, Member

Signatures of James A. Schaden, Jeanie C. Schaden, John E. Eldridge and Linda M. Eldridge authenticated this _____ day of August, 2007.

Steven P. Krause
Member: State Bar of Wisconsin.

This instrument was drafted by:
Attorney Steven P. Krause
KRAUSE & METZ
15 Park Place, Suite 500
Appleton, WI 54914-8250
(920) 739-5665

**CONSENT OF MORTGAGEE -
COVANTAGE CREDIT UNION**

The undersigned, being the holder of a mortgage executed by Eldridge Real Estate, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, on November 2, 2001, as Document No. 1434003, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this _____ day of August, 2007.

COVANTAGE CREDIT UNION

By: _____
Name: _____
Its: _____

T H E OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of August, 2007, _____
_____, the _____ of CoVantage
Credit Union, who acknowledged the foregoing document for the purposes recited therein on
behalf of the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This document was drafted by:
Attorney Steven P. Krause
KRAUSE & METZ
5 Park Place, Suite 500
Menomonie, WI 54914-8250

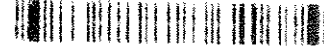
WALTER AVENUE CONDOMINIUM
AMENDMENT # 1 TO DECLARATION

Document Number

Document Title

1950863

Recorded
July 23, 2012 7:51 AM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$30.00
Total Pages: 4



Legal Description:

The land comprising the Property is located in the City of Appleton, County of Outagamie, State of Wisconsin, and is legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 6, NEWBERRY'S ADDITION, City of Appleton, Outagamie County, Wisconsin, according to the Recorded Assessor's Map of said City.

Also, a parcel of land in Government Lot 2, Section 25, Township 21 North, Range 17 East, (also known as part of Block 61-4th Ward Plat, City of Appleton) described as follows:

Commencing at the Southwest corner of Block 4 of NEWBERRY'S ADDITION to the City of Appleton for a point of beginning, thence run westerly on the extension of the North line of Harriet Street a distance of 27.00 feet, run thence southwesterly to the Southwest corner of Block 6 of NEWBERRY'S ADDITION, run thence northeasterly to the point of beginning. Being a triangular shaped parcel of land and containing approximately 0.11 acres.


Units Affected: Units 1, 2, 3, 4, 5, and 6

This document was drafted by:

Attorney Jeanie C. Schaden
57 Jameson Point Road
Rockland, ME 04841
(207) 593-7112

Recording Area

Name and Return Address

Return to: 
Attorney Jeanie C. Schaden
57 Jameson Point Road
Rockland, ME 04841

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**Walter Avenue Condominium
Amendment # 1 to Declaration
(Units 1, 2, 3, 4, 5, and 6 Affected)**

This Amendment to the Declaration of Condominium for the Walter Avenue Condominium dated August 27, 2007 (hereinafter "Declaration") and recorded in the Outagamie County Register of Deeds as Document Number 1765765, is filed pursuant to Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), and shown on the plan entitled the "Walter Avenue Condominium" dated August 23, 2007 and recorded in the Outagamie County Register of Deeds at Cabinet K, Page 121, Document Number 1765764 (hereinafter "Condominium Plat").

The following paragraphs of **Article III, DESCRIPTION OF UNITS**, shall be changed to read as follows:

Paragraph: 3.02 Boundaries of Units

3.02 (a) Upper Boundary. The Units shall have no upper boundaries.

3.02 (b) Lower Boundary. The Units shall have no lower boundaries.

3.02 (c) Front, Rear and Side Boundaries. The front, rear and side boundaries of each Unit shall be the boundary lines of the platted lot upon which the dwelling is located or intended to be located as shown on the Condominium Plat. Subject to this Section 3 all spaces, structures, and other improvements within the boundaries of a Unit are a part of the Unit.

Paragraph: 3.03 Description of Units

Change introductory paragraph to read as follows: The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

Paragraphs 3.03 (a), (b), (c), (d), (e), (f), and (g) remain as written.

Add **Paragraph 3.03.(h)** to read as follows:

3.03. (h) All flues, ducts, pipes, wires, conduit or other utility installations, foundations, columns, girders, beams, supports, walls or other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated in terms of expense and maintenance to the Unit they serve.

The following paragraphs of **Article IV, COMMON ELEMENTS; LIMITED COMMON ELEMENTS**, shall be changed to read as follows:

Remove **Paragraph 4.01. (c)**

Add **Paragraph 4.02. (b2)**

4.02. (b2) All flues, ducts, pipes, wires, conduit or other utility installations, foundations, columns, girders, beams, supports, walls or other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving or affecting the function of more than one Unit.

Change the first sentence of **Paragraph 4.02. (c).** to read as follows:

4.02. (c) Other than as set forth in **Paragraphs (a), (b) and (b2)** above, all other portions.....

The following paragraph will be added to **Article VII, RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION**

7.08 Damage or Destruction of Limited Common Elements Described in Sections 4.02 (a), (b), and (b2). Following any damage or destruction to any improvements located within any Limited Common Elements described in 4.02 (a), (b), and (b2), the Unit Owners who have exclusive use of the Limited Common Elements shall share equally in the cost to repair and restore such Elements to their condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

IN WITNESS WHEREOF, the said Declarants, owners of the property described, have approved and signed this Amendment to the Declaration on _____ day of June, 20112.

James A. Schaden

Jeanie C. Schaden

Signatures of James A. Schaden and Jeanie C. Schaden authenticated this _____ day of June, 2012.

IN WITNESS WHEREOF, the said Declarant, owner of the property described, has approved and signed this Amendment to the Declaration on this _____ day of June, 2012.

ELDRIDGE REAL ESTATE LIMITED LIABILITY COMPANY

By: _____
John E. Eldridge, Member

By: _____
Linda M. Eldridge, Member

Signatures of John E. Eldridge and Linda M. Eldridge authenticated this _____ day of _____.

**CONSENT OF MORTGAGEE -
COVANTAGE CREDIT UNION**

The undersigned, being the holder of a mortgage executed by Eldridge Real Estate, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, on November 2, 2001, as Document Number 1765765, does hereby consent to all of the terms and conditions of the foregoing Amendment to the Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this _____ day of June, 2012.

COVANTAGE CREDIT UNION

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of June, 2012, _____
_____, the _____ of CoVantage
Credit Union, who acknowledged the foregoing document for the purposes recited therein on
behalf of the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

WALTER AVENUE CONDOMINIUM
AMENDMENT # 2 TO DECLARATION

Document Number

Document Title

2075339

Recorded

June 17, 2016 9:41 AM

OUTAGAMIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDS

Fee Amount: \$30.00
Total Pages: 5

Legal Description:

The land comprising the Property is located in the City of Appleton, County of Outagamie, State of Wisconsin, and is legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 6, NEWBERRY'S ADDITION, City of Appleton, Outagamie County, Wisconsin, according to the Recorded Assessor's Map of said City.

Also, a parcel of land in Government Lot 2, Section 25, Township 21 North, Range 17 East, (also known as part of Block 61-4th Ward Plat, City of Appleton) described as follows:

Commencing at the Southwest corner of Block 4 of NEWBERRY'S ADDITION to the City of Appleton for a point of beginning, thence run westerly on the extension of the North line of Harriet Street a distance of 27.00 feet, run thence southwesterly to the Southwest corner of Block 6 of NEWBERRY'S ADDITION, run thence northeasterly to the point of beginning. Being a triangular shaped parcel of land and containing approximately 0.11 acres.

Recording Area

5

Name and Return Address

Return to:
Attorney Jeanie C. Schaden
57 Jameson Point Road
Rockland, ME 04841

Parcel Identification Number (PIN)

Units Affected: Units 1, 2, 3, 4, 5, and 6

This document was drafted by:

Attorney Jeanie C. Schaden
57 Jameson Point Road
Rockland, ME 04841
(207) 593-7112

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**Walter Avenue Condominium
Amendment # 2 to Declaration
(Units 1, 2, 3, 4, 5, and 6 Affected)**

This Amendment to the Declaration of Condominium for the Walter Avenue Condominium dated August 27, 2007 (hereinafter "Declaration") and recorded in the Outagamie County Register of Deeds as Document Number 1765765, and to Amendment #1 to the Declaration dated July 03, 2012 (hereinafter "Amendment #1") and recorded in Outagamie County Register of Deeds as Document Number 1950863, is filed pursuant to Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), and shown on the plan entitled the "Walter Avenue Condominium" dated August 23, 2007 and recorded in the Outagamie County Register of Deeds at Cabinet K, Page 121, Document Number 1765764 (hereinafter "Condominium Plat").

Replace paragraph 3.02 (c) of the Declaration and 3.02 (c) of Amendment #1 with paragraphs **3.02 (c), 3.02 (c)(1) and 3.02 (c)(2)** as follows:

3.02(c) Front, Rear, and Side Boundaries. The front, rear and side boundaries of each Unit shall be the boundary lines of the platted lot upon which the dwelling is located or intended to be located as shown on the Condominium Plat. All spaces, structures, and other improvements within the boundaries of a Unit are part of the Unit. The boundary of the outer walls which are part of the Unit shall consist of the following:

3.02 (c)(1) Common Walls Serving Adjacent Units. Vertical planes passing through the center of footing, foundations, columns, concrete blocks and/or of the studs supporting the common interior walls, in either case extending to intersections with each other or with exterior walls and with the upper and lower boundaries.

3.02 (c)(2) Exterior Walls. Footings, foundations, columns, concrete blocks and/or studs supporting the outside of the building, the outside surface of exterior walls to include siding, exterior paint, flashing, drains, mansards, lighting, and attachments to the outside of the walls extending to intersections with other exterior walls or with common walls and with the upper and lower boundaries.

Replace 3.03 (b) of the Declaration with the following: All electrical panels, wiring, lights, and light fixtures.

Replace 3.03 (h) of Amendment #1 with the following: All footings, foundations, columns, girders, beams, supports, roof, and walls or other components or fixtures lying within the boundaries of a Unit.

Delete the last paragraph of **3.03, Description of Units, of the Declaration** that begins with "Specifically not included as part of a Unit....."

Replace Paragraph 4.02. (a) of the Declaration with the following: All sidewalks, access ways, steps, and stoops, attached to, leading directly to or from or adjacent to each Unit as well

as any plumbing, electrical, mechanical, and public or private utility lines serving only one Unit; and

Replace Paragraph 4.02. (b2) of Amendment #1 with the following: All plumbing, electrical, mechanical, and public or private utility lines running through a Unit or lying completely outside the boundaries of any Unit that serve more than one Unit are Limited Common Elements and are allocated in terms of expense and maintenance to the Units they serve. Cost of the repair, replacement or restoration of all or any part of these Limited Common Elements will be shared equally between the Unit Owners of the Units served and affected by their failure with the following exception:

To the extent any repair, replacement or restoration of all or any part of any Limited Common Element serving more than one Unit is required as a result of negligence, or an intentional act or omission, or alteration to a Unit by a Unit Owner, or tenant, contractor or customer of said Unit Owner, the Unit Owner shall be responsible for the entire cost of such repair, replacement or restoration.

Add Paragraph 8.02 to ARTICLE VIII, CONDOMINIUM ASSOCIATION, of the Declaration.

Paragraph 8.02 Establishment of Two Limited Associations. In Paragraph 4.02 (c) of the Declaration, Common Elements of the Condominium are converted to Limited Common Elements and divided into two defined portions, "Northerly Portion" and "Southerly Portion". To effectively manage the two Portions the "Walter Avenue Condominium Owners' Association", shall be subdivided into two separate associations referred to as "Limited Associations", identified as follows:

- (a) "Southerly Association", consisting of Units 1 and 2 and responsible for the Limited Common Elements of the "Southerly Portion".
- (b) "Northerly Association", consisting of Units 3, 4, 5, and 6 and responsible for the Limited Common Elements of the "Northerly Portion".

Each Limited Association will have its own Board of Directors, Officers and Agents to administer its portion of the Condominium in accordance with the Wisconsin Condominium Ownership Act, the Declaration of Condominium, the Condominium Bylaws and duly adopted rules and regulations of the Limited Association. Each Limited Association will carry its own Fire and Extended Loss Insurance as well as Public Liability Insurance covering only its Portion of the Condominium. Matters that apply to both Limited Associations and require a vote or action as one Association will be addressed jointly.

IN WITNESS WHEREOF, the said Declarants, owners of the property described, have approved and signed this Amendment to the Declaration on _____ day of _____, 2016.

James A. Schaden

Jeanie C. Schaden

Signatures of James A. Schaden and Jeanie C. Schaden authenticated this _____ day of _____, 2016.

IN WITNESS WHEREOF, the said Declarant, owner of the property described, has approved and signed this Amendment to the Declaration on this _____ day of June, 2016.

ELDRIDGE REAL ESTATE LIMITED LIABILITY COMPANY

By: _____
John E. Eldridge, Member

By: _____
Linda M. Eldridge, Member

Signatures of John E. Eldridge and Linda M. Eldridge authenticated this _____ day of June, 2016.

**WALTER AVENUE CONDOMINIUM
AMENDMENT # 1 TO DECLARATION**

Document Number

Document Title

Legal Description:

The land comprising the Property is located in the City of Appleton, County of Outagamie, State of Wisconsin, and is legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 6, NEWBERRY'S ADDITION, City of Appleton, Outagamie County, Wisconsin, according to the Recorded Assessor's Map of said City.

Also, a parcel of land in Government Lot 2, Section 25, Township 21 North, Range 17 East, (also known as part of Block 61-4th Ward Plat, City of Appleton) described as follows:

Commencing at the Southwest corner of Block 4 of NEWBERRY'S ADDITION to the City of Appleton for a point of beginning, thence run westerly on the extension of the North line of Harriet Street a distance of 27.00 feet, run thence southwesterly to the Southwest corner of Block 6 of NEWBERRY'S ADDITION, run thence northeasterly to the point of beginning. Being a triangular shaped parcel of land and containing approximately 0.11 acres.

Units Affected: Units 1, 2, 3, 4, 5, and 6

This document was drafted by:

Attorney Jeanie C. Schaden
57 Jameson Point Road
Rockland, ME 04841
(207) 593-7112

Recording Area

Name and Return Address

Return to:
Attorney Jeanie C. Schaden
57 Jameson Point Road
Rockland, ME 04841

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**BYLAWS OF WALTER AVENUE CONDOMINIUM
PROPERTY OWNERS' ASSOCIATION**

ARTICLE I

PURPOSE

1.1 Purpose. Walter Avenue Condominium Owners' Association, hereinafter referred to as the "Association", is hereby formed as an unincorporated association of the Unit Owners of Bridgewood Office Center Condominium, hereinafter referred to as the "Condominium". The Association shall be responsible for the management, maintenance, operation and administration of the Condominium in accordance with the Wisconsin Condominium Ownership Act, the Declaration of Condominium, these Condominium Bylaws and duly adopted rules and regulations of the Association. Unless indicated to the contrary, all capitalized words appearing herein shall have the same meaning as in the Declaration of Condominium.

1.2 Applicability. Every Unit Owner, tenants and occupants of Units, and their employees shall comply strictly with these Bylaws and with the rules and regulations adopted under these Bylaws, as the Bylaws or rules and regulations are amended from time to time, and also with the covenants, conditions and restrictions set forth in the Declaration of Condominium. Failure to comply with any of the Bylaws, rules, regulations, covenants, conditions or restrictions, shall constitute grounds for action to recover sums due, for damages or injunctive relief or both maintainable by the Association or, in a proper case, by an aggrieved Unit Owner.

ARTICLE II

MAILING ADDRESS OF ASSOCIATION

2.1 Mailing Address. The mailing address of the Association shall be in care of _____, _____, _____, Wisconsin, 549__.

ARTICLE III

MEMBERSHIP

3.1 Membership. Each Unit Owner shall be a member of the Association, and no other person or entity shall be entitled to membership.

3.2 Voting. Unit Owners shall be entitled to vote on matters required or permitted to be voted on by them by the Wisconsin Condominium Ownership Act, the Declaration of Condominium or these Bylaws only by and through the whole vote allocated to each Unit by the Declaration.

3.3 Designation of Voting Representative-Proxy. If the Unit is owned by one person, he or she shall have the conclusive right to vote the entire vote allocated to his or her particular Unit by the Declaration. If record title to a Unit is held by more than one person, such multiple Owners shall, from time to time, execute a proxy appointing and authorizing one natural person to attend all annual and special meetings of the Association, and at such meetings, to cast the whole vote appertaining to the Unit so owned. If a Unit is owned by a legal entity, such Unit Owner shall designate the natural person authorized to cast the vote appertaining to such Unit. Any proxy shall be effective for a period of eleven (11) months following its issuance, unless a different period is expressly provided therein.

3.4 Annual Meeting. The first annual meeting shall be held no later than December 15, 2007 at a time and place mutually agreed by the Unit Owners. Thereafter, the annual meeting of the Association shall be held on the first Monday of October of each year or on such other date as may be designated by the Association in the written notice of the meeting. At such annual meetings, among other things, members of the Board of Directors shall be elected.

3.5 Special Meetings. Special meetings of the Association for any purpose or purposes, may be called by any officer of the Association, or any one or more members of the Association.

3.6 Notice of Meetings. Notice of meetings shall be given in a manner best calculated to assure that actual notice is received by the owners of all Units.

3.7 Quorum. A majority of the votes entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Association. If a quorum is present, the affirmative vote of the majority of the votes represented at the meeting and entitled to vote on the subject matter shall be the act of the Association.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Number. The affairs of the Association shall be managed by a board of directors (the "Board of Directors") composed of three directors.

4.2 Term of Office. The term of the directors shall be fixed at one year each and they shall hold office until their respective successors have been elected by the Unit Owners.

4.3 Annual Meeting. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the Association. At such annual meeting, among other things, the directors shall elect officers of the Association for the ensuing year. Such regular annual meeting may be held without notice.

4.4 Special Meetings/ Quarterly Meetings. Special meetings of the Board of Directors may be called, from time to time, by, or at the request of, the president of the Association or shall be called by the secretary of the Association on the written request of any one director. Anything herein to the contrary notwithstanding, in accordance with the statutory small condominium requirements of Section 703.365 (5)(b) of the Wisconsin Condominium Ownership Act, the Board of Directors shall meet at least quarterly.

4.5 Notice of Meetings. Notice of meetings shall be given in a manner best calculated to assure that actual notice is received by each of the Directors.

4.6 Quorum and Voting. The majority of the directors then in office shall constitute a quorum for the transaction of business at any annual, quarterly or special meeting. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. The act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

4.7 Powers and Duties of Board of Directors. All aspects of the management, operation, and duties of the Association are delegated to the Board of Directors. The Board of Directors shall have full powers and authority necessary for the complete enforcement and administration of the Condominium and the Association pursuant to the provisions of the Wisconsin Condominium Ownership Act, the Declaration of Condominium, these Bylaws and the rules and regulations adopted hereunder, including but not limited to the following:

(a) to formulate policies and adopt rules and regulations governing the administration, management, operation and use of the Condominium property and Common Elements;

(b) to provide for the designation, hiring and removal of employees and other personnel necessary to administer the affairs of the Condominium and the Association;

(c) to engage the services of a managing agent who shall manage and operate the Condominium upon such terms and for such compensation and with such authority as the Board of Directors may determine and approve;

(d) to obtain insurances for the Condominium and the Association;

(e) to provide for the maintenance, repair and replacement of the Common Elements of the Condominium and payment therefor;

(f) to acquire or provide any capital additions and/or improvements to the Common Elements of the Condominium only after such capital acquisitions, additions or improvements and related items are approved by the affirmative vote of not less than seventy-five percent (75%) of the members of the Board of Directors;

(g) to prepare an annual budget for the Condominium and submit said budget to the Association and to provide for the assessment and collection of the Condominium assessments from each Unit Owner in proportion to their percentage interests;

(h) to keep books and records with respect to all monies collected and expended;

(i) to borrow funds for a term not exceeding one (1) year, but for such Condominium purposes and only upon such terms as are approved by the majority vote of the members of the Association;

(j) to make contracts in connection with the exercise of any of the powers and duties of the Association. Unless the Board of Directors shall, from time to time otherwise determine, all contracts shall be executed by the president or a vice president, and the treasurer or secretary;

(k) to establish committees to study and advise the Board of Directors of the Association on Association matters per the request of the Board of Directors; and

(l) to exercise all other powers and duties necessary or convenient to fulfill its purposes and responsibilities hereunder.

4.8 Compensation. No director shall receive compensation from the Association for acting as such, but a director shall be entitled to reimbursement from the Association as a common expense, reasonable out-of-pocket disbursements made by him or her in the performance of his or her duties.

4.9 Liability of Board Members. The members of the Board of Directors shall not be liable to the Association or to the Unit Owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for their own individual willful misconduct or action taken in bad faith or plainly contrary to the clear and express provisions of the Wisconsin Unit Ownership Act, the Declaration and these Bylaws.

ARTICLE V

OFFICERS AND AGENTS

5.1 Number. The officers of the Association shall be a president, vice president, secretary and treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall from time to time elect. Such officers must be Unit Owners or, if the Unit Owner is a legal entity, Owners of such legal entity. Any two or more offices may be held by the same person, except the offices of president and secretary, and the offices of president and vice president.

5.2 Election of Officers and Term of Office. The officers of the Association shall be elected annually by the affirmative vote of the Board of Directors at each annual meeting of the Board of Directors.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board of Directors called for such purposes.

5.4 President. The president shall be a member of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of such an association, including, but not limited to, the power to appoint such committees from among the Unit Owners from time to time as he may, at his discretion, decide are appropriate to assist in the conduct of the affairs of the Association, or as may be established by the Board or by the Unit Owners at any regular or special meetings.

5.5 Vice President. The vice president shall have all the powers and authority and perform all the functions and duties of the president, in the absence of the president, or his inability for any reason to exercise such powers and functions or perform such duties; and such other powers and duties as the Board of Directors or the president shall delegate to him or her.

5.6 Secretary. The secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Association and shall be responsible for counting votes at such meetings; he or she shall have charge of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all the duties incident to the office of secretary and as is provided in the Declaration and the Bylaws.

The secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Unit owned by such member and his or her undivided interest in the Common Elements. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

5.7 Treasurer. The treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts or shall receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a managing agent has the responsibility of collecting and disbursing funds, the treasurer shall review the accounts of the managing agent not less often than once each calendar quarter.

5.8 Managing Agent. The Board of Directors may appoint on behalf of the Association a managing agent, who may be a natural person or a legal entity, and may contract

with or employ such person to manage and administer the Condominium and Association on such terms and conditions as the Board of Directors deems suitable and advisable. In the event a managing agent is appointed, the Board of Directors may delegate to such managing agent, by contract or otherwise, such of its powers of administration over the Condominium and Association as it deems suitable and advisable and which are not inconsistent with the provisions of the Wisconsin Unit Ownership Act, the Declaration or these Bylaws.

5.9 Compensation. No officer shall receive compensation from the Association for acting as such, but shall be entitled to reimbursement from the Association as a common expense for reasonable out-of-pocket disbursements made by him or her in the performance of his or her duties.

5.10 Liability of Officers. No officer shall be liable to the Association or to the Unit Owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for such officer's own individual willful misconduct or action taken in bad faith or plainly contrary to the clear and express provisions of the Wisconsin Unit Ownership Act, the Declaration and these Bylaws.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

6.1 Indemnification. The Association shall defend, hold harmless and indemnify each present and future director and officer against all costs, expenses and liabilities, including the amounts of judgments, amounts paid in compromised settlements, and amounts paid for services of counsel and other related expenses, which may be incurred by or imposed on such director or officer in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted or threatened in which the director or officer may be involved as a party or otherwise by reason of any past or future action taken or authorized or approved by such director or officer, or any omission to act as such director or officer, as the case may be, with respect to Association affairs or obligations, except such costs, expenses or liabilities as shall relate to matters as to which such director or officer, shall, in such action, suit or proceeding, be finally adjudged to be liable by reason of his or her own individual willful misconduct or action taken in bad faith or plainly contrary to the clear and express provisions of the Wisconsin Unit Ownership Act, the Declaration of Condominium or these Bylaws. Such right of indemnification shall benefit such directors and officers of the Association and shall also inure to the benefit of the heirs and legal representatives of such director and officers. At the option of the Board of Directors, directors' and officers' liability insurance may be obtained and shall be paid for as a common expense of the Association.

ARTICLE VII

COMMON EXPENSES AND ASSESSMENTS

7.1 Determination of Annual and Special Assessments.

(a) The Board of Directors shall establish an annual budget in advance for each fiscal year of the Association of all Association expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Review and discussion of such annual budget for the forthcoming fiscal year shall be an agenda item at each annual meeting of the Association. Copies of such budget shall be delivered to each Unit Owner along with the notice of annual meeting, if not before. Should the Board of Directors at any time determine, in their sole discretion, that the assessments levied are insufficient to pay such expenses in any fiscal year, the Board of Directors may, at any time, and from time to time, levy such additional assessments as it shall deem necessary for such purpose.

(b) Special assessments, other than those described in subparagraph (a) above, may be made by the Board of Directors at any time, and from time to time, to meet other requirements of the Condominium and the Association, including, but not limited to, capital improvements.

7.2 Allocation and Payment of Assessments. All assessments levied against the Unit Owners to cover Association expenses shall be apportioned among and paid by the Unit Owners in accordance with the percentage of undivided ownership interests in the Common Elements of the Condominium allocated to each Unit in the Declaration. Assessments shall be due and payable on a quarterly basis to be established, from time to time, by the Board of Directors. The quarterly payment shall be in an amount equal to one-fourth (1/4) of the total annual assessment apportioned to the particular Unit Owner except that the payment of additional assessments or special assessments which may be levied from time to time by the Board of Directors shall be payable at a time, and in a manner, to be determined, from time to time, by the Board of Directors.

7.3 Interest on Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date when due until paid.

7.4 Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the Units on which they are assessed, if a statement of lien is filed within two (2) years after the date the assessment becomes due in conformity with the provisions of Section 703.16 of the Wisconsin Statutes.

7.5 Enforcement of Lien. Enforcement of such lien by the Association shall be in conformity with the provisions of Section 703.16 of the Wisconsin Statutes.

7.6 Prohibiting Voting by Certain Unit Owners. A Unit Owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the person's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

ARTICLE VIII

INSURANCE

8.1 Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the mortgagees and distributed as provided in the Declaration.

8.2 Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, Ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for

such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

8.3 Mutual Waiver of Subrogation. Nothing in the Declaration or these Bylaws shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under the Declaration or these Bylaws. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of the Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

ARTICLE IX

MAINTENANCE AND REPAIR

9.1 Maintenance and Repair of Common Elements Excepting Limited Common Elements. The Association shall be responsible for the management and control of the Common Elements excepting Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair.

9.2 Maintenance and Repair of Units and Limited Common Elements. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of their respective Unit and their respective Limited Common Elements. Each Unit and its related Limited Common Elements shall at all times be kept in good condition and repair. Per the provisions of Paragraph 4.02 (c) of the Declaration, "other than as set forth in paragraphs (a) and (b) above, all other portions of the Land (including, but not limited to, all paved areas used for driveways, parking and alleyways) are divided into a northerly portion ("Northerly Portion") and a southerly portion ("Southerly Portion") with the dividing line being in the middle of the wall between Units 2 and 3 and extended to the west line of the Land and to the east line of the Land. The Southerly Portion shall be reserved for the exclusive use of Units 1 and 2. The Northerly Portion shall be reserved for the exclusive use of Units 3 through 6." Therefore, the Unit Owners of Unit 1 and Unit 2 shall be solely responsible for the management and control and the related maintenance, repair, and replacement decisions of the Southerly Portion. In the event that Unit 1 and Unit 2 do not have the same Unit Owners, and in the event that there is not a mutual agreement between the Unit Owners relative to decisions effecting the Southerly Portion, such decisions shall be made by majority vote among such Unit Owners and any related costs and expenses shall be allocated between them with such voting and allocation being based upon the percentage arrived at by

dividing the total square footage of each Unit by the total square footage of both Units 1 and 2. Such resulting percentages are agreed to be as follows:

Unit 1	12,440 square feet	70.16 %
Unit 2	<u>5,290 square feet</u>	<u>29.84 %</u>
	17,730	100.00 %

Similarly, the Unit Owners of Unit 3, Unit 4, Unit 5, and Unit 6 shall be solely responsible for the management and control and the related maintenance, repair, and replacement decisions of the Northerly Portion. In the event that Unit 3, Unit 4, Unit 5, and Unit 6 do not have the same Unit Owners, and in the event that there is not a mutual agreement between the Unit Owners relative to decisions effecting the Northerly Portion, such decisions shall be made by majority vote among such Unit Owners and any related costs and expenses shall be allocated among them with such voting and allocation being based upon the percentage arrived at by dividing the total square footage of each Unit by the total square footage of all Unit 3, Unit 4, Unit 5, and Unit 6 .

Unit 3	5,450 square feet	44.13 %
Unit 4	2,570 square feet	20.81 %
Unit 5	3,200 square feet	25.91 %
Unit 6	<u>1,130 square feet</u>	<u>9.15 %</u>
	12,350	100.00 %

9.3 Unit Owner Responsibility for Damage. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

9.4 Statutory Reserve Account. The Declarant has elected not to establish a statutory reserve account. Therefore, under the provisions of Section 703.163 of the Wisconsin Statutes, the establishment of a statutory reserve account shall be addressed at the first annual meeting of the Association held after the expiration of the period of Declarant control.

ARTICLE X

ENFORCEMENT

10.1 Enforcement.

(a) Upon the violation of any one or more of the provisions of the Declaration, the Bylaws, or the Rules and Regulations adopted hereunder, the Association or an aggrieved Unit Owner shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate the covenants, conditions and restrictions contained in such documents and shall be entitled to both equitable and legal relief, including reasonable attorney fees. Any failure of such enforcement shall not be deemed a waiver of the right to do so or the acquiescence of any violation, subsequent or otherwise.

(b) The Association shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any Unit Owner for any costs and expenses incurred by the Association in the enforcement of the provisions of the Declaration, these Bylaws, or the Rules and Regulations adopted hereunder, with respect to such Unit Owner, and the cost of consultants and actual attorneys' fees, and whether or not litigation is commenced with respect thereto.

10.2 Statutory Small Condominium Dispute Resolution. Anything in these Bylaws to the contrary notwithstanding, the statutory small condominium provisions of Section 703.365 (6) of the Wisconsin Condominium Ownership Act shall apply in their entirety in disputes between the Board of Directors and Unit Owners relative to Association expenses, maintenance, and operational decisions.

ARTICLE XI

AMENDMENT TO BYLAWS

11.1 Amendments. These Bylaws may be amended only by the affirmative vote of Unit Owners having two-thirds (2/3) or more of the authorized votes of all Unit Owners, such vote to be taken at a meeting of Unit Owners duly held for such purpose.

[Intentionally left blank]

These Bylaws accepted by the initial Board of Directors this ____ day of August, 2007.

James A. Schaden

Jeanie C. Schaden

ELDRIDGE REAL ESTATE LIMITED LIABILITY COMPANY

By: _____
John E. Eldridge, Member

By: _____
Linda M. Eldridge, Member

**Walter Avenue Condominium
Amendment # 1 to the Bylaws
(Units 1, 2, 3, 4, 5, and 6 Affected)**

This Amendment to the Bylaws of Walter Avenue Condominium whose Declaration is dated August 27, 2007 and recorded in the Outagamie County Register of Deeds as Document Number 1765765, is filed pursuant to Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), and shown on the plan entitled the "Walter Avenue Condominium" dated August 23, 2007 and recorded in the Outagamie County Register of Deeds at Cabinet K, Page 121, Document Number 1765764 (hereinafter "Condominium Plat").

Replace paragraphs **1.1 Purpose** and **1.2 Applicability** of **Article I, PURPOSE**, of the Bylaws as follows:

ARTICLE I

PURPOSE

1.1 Purpose. In Paragraph 4.02 (c) of the Declaration Common Elements of the Condominium are converted to Limited Common Elements and divided into two defined portions, "Northerly Portion" and "Southerly Portion". To effectively manage the two Portions the "Walter Avenue Condominium Owners' Association", shall be subdivided into two separate associations referred to as "Limited Associations", identified as follows:

- (a) "Southerly Association", consisting of Units 1 and 2 and responsible for the Limited Common Elements of the "Southerly Portion".
- (b) "Northerly Association", consisting of Units 3, 4, 5, and 6 and responsible for the Limited Common Elements of the "Northerly Portion".

Each Limited Association will have its own Board of Directors, Officers and Agents to administer its portion of the Condominium in accordance with the Wisconsin Condominium Ownership Act, the Declaration of Condominium, these Condominium Bylaws, and duly adopted rules and regulations of the Limited Association. Each Limited Association will carry its own Fire and Extended Loss Insurance as well as Public Liability Insurance covering only its Portion of the Condominium. Voting and responsibilities are described in Paragraph 9.2 of the Bylaws. Matters that apply to both Associations and require a vote or action as one Association will be addressed jointly. Unless indicated to the contrary, all capitalized words appearing herein shall have the same meaning as in the Declaration of Condominium.

1.2 Applicability. Every Unit Owner, tenants and occupants of Units, and their employees shall be a member of one of the Limited Associations as described in Article I, PURPOSE, paragraph 1.1 Purpose, and shall comply strictly with these Bylaws and with the rules and regulations adopted by its Limited Association under these Bylaws, as the Bylaws or rules and regulations are amended from time to time, and also with the covenants, conditions and

restrictions set forth in the Declaration of Condominium. Failure to comply with any of the Bylaws, rules, regulations, covenants, conditions or restrictions, shall constitute grounds for action to recover sums due, for damages or injunctive relief or both maintainable by the Limited Association affected or, in a proper case, by an aggrieved Unit Owner.

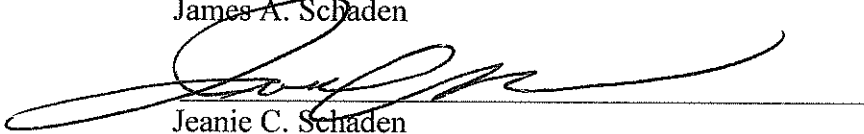
All Articles within the Bylaws of Walter Avenue Condominium Owners' Association apply to the Limited Associations. When applying the Bylaws to the Limited Associations, where "Association", is referred to, it should be replaced with, "Limited Association", where "Common Element is referred to, it should be changed to "Limited Common Elements".

These changes to the Bylaws are accepted by the current Board of Directors of Walter Avenue Condominium Owners' Association.

IN WITNESS WHEREOF, the said Declarants, current Board of Directors of the property described, have approved and signed this Amendment to the Bylaws on 31st day of May, 2016.



James A. Schaden

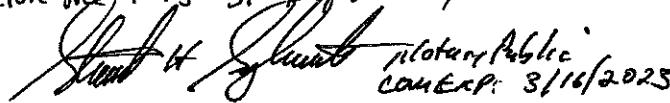


Jeanie C. Schaden

Signatures of James A. Schaden and Jeanie C. Schaden authenticated this 31st day of May, 2016.

Signed before me, this 31st day of May 2016.

State of Maine
County of Knox



Notary Public
COM EXP: 3/16/2025

IN WITNESS WHEREOF, the said Declarant, current Board of Directors described, has approved and signed this Amendment to the Bylaws on this 13 day of June, 2016.



John E. Eldridge



Linda M. Eldridge

Signatures of John E. Eldridge and Linda M. Eldridge authenticated this 13 day of June 2016.

SEE CA ACKNOWLEDGEMENT
ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
 COUNTY OF Ventura)

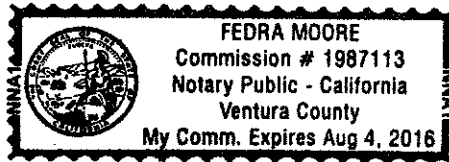
On June 13, 2016 before me, Fedra Moore, Notary Public, personally appeared

SCHEE, GLORIEE AND LINDA M. CLIDDAE
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Fedra Moore



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
 CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

 Name of Person or Entity

 Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Walter Avenue Condominium, Northerly Association
Amendment #2 to Bylaws
(Units 3, 4, 5, and 6 Affected)

Payment to Unit 6 for Parking Lot lighting Electricity

1.1 Purpose. Electric power for the parking lot light pole in the Northerly Association's parking lot is currently supplied from Unit 6, or 221 S Walter Ave. As long as this arrangement is in use, the Unit Owner of Unit 6 shall be reimbursed for the cost of the electricity.

1.2 Reimbursement. Reimbursement shall be determined from the electric meter at the base of the light pole that measures electrical consumption (kilowatt-hours [kWh] of electricity) used for the lighting on the pole. This amount kWh consumed will be multiplied by the current cost per kWh and reimbursed to Unit 6.

The consumption per month will be determined by reading the meter on the 1st of each month for at least 3 month in a row. The average plus 10% for surcharges or slight increases in cost will be paid to Unit 6 every month. The consumption will be checked through the meter reading and averaging process every half year and the monthly fee corrected to reflect any change in cost.

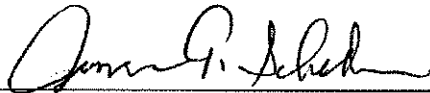
Walter Avenue Condominium, Northerly Association, Inc.
Amendment # 3 to the Bylaws
(Units 3, 4, 5, and 6 Affected)

This Amendment to the Bylaws of Walter Avenue Condominium whose Declaration is dated August 27, 2007 and recorded in the Outagamie County Register of Deeds as Document Number 1765765, is filed pursuant to Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), and shown on the plan entitled the "Walter Avenue Condominium" dated August 23, 2007 and recorded in the Outagamie County Register of Deeds at Cabinet K, Page 121, Document Number 1765764 (hereinafter "Condominium Plat").

1.1 Purpose. To provide guidelines for loading and delivering materials to Unit Owners in the Association.

1.2 Applicability. All Unit Owners facing Walter Avenue agree to use the alley and the rear entrances of their buildings as the primary means of receiving and sending materials delivered by trucks twenty feet or longer. The front entrances may be used by the Unit Owners and their customers provided they do not become the main entrances for moving materials into and out of their buildings by trucks.

IN WITNESS WHEREOF, the said Declarants, current Board of Directors of the property described, have approved and signed this Amendment to the Bylaws by _____ day of _____, 2019.

Signature  Date 4/11/2019
James Schaden, President

Signature _____ Date _____
Jong Seng Lee Treasurer

Signature _____ Date _____
Tracy Van Zeeland Secretary

Signature _____ Date _____
Tonya Conrad 221 Unit Owner



**Closing and
Title Services, LLC**
Where Closings Are Celebrated

301 N. Lynndale Drive
Appleton, WI 54914-3065
Phone (920) 733-4900 • Fax (920) 733-4901
closings@ahclosings.com • www.ahclosings.com

File # 2018-9495-1

CERTIFICATE OF CONDOMINIUM UNIT OWNER'S ASSOCIATION

Property Address: 213 South Walter Avenue, Appleton, WI 54915
Present Owner(s): James & Jeanie Schaden
Buyer(s): Tracy L. VanZeeland Photography, Inc.
Closing Date: 8/23/2018

The undersigned, JAMES A. SCHADEN is the PRESIDENT of the
(NAME OF INDIVIDUAL COMPLETING FORM) (TITLE)

Northerly Correct Name - Walter Avenue Northerly Condo Association
Walter Avenue Condo Association duly organized to govern and administer the affairs of the condominium duly declared
Walter Avenue Condo Association located in Outagamie County, Wisconsin. This Certificate is made in connection with the
sale of 213 South Walter Avenue, Appleton, WI 54915 the Condominium. The undersigned, on behalf of the Association,
certifies as follows:

The Association fee for the Unit is: \$ 95.25 per month (quarter/year) and is paid through 8/31/2018.
The next payment is due 9/1/2018 in the amount of \$ 95.25.
There are past-due payments owed in the amount of \$ NONE (if none, so state).

Special Assessments (Active and Contemplated): There are *active or contemplated* special assessments for the Unit (Yes No)
(if yes please explain): _____

Budget: A new budget for the Association has been approved (Yes No). If "Yes", the new assessment against the Unit
will be \$ _____ per (month/quarter/year), commencing _____, 20 _____.

Right of Refusal: The Association has a right of first refusal on the sale of the Unit (Yes No).
If "Yes", the Association has duly waived its right of first refusal on the presently contemplated sale (Yes / No).

Transfer Fee: The Association charges the following transfer fee on the sale of the Unit: \$ NONE (if none, so state).

Construction Work: During the six month period immediately preceding the date hereof, other than for normal and
ordinary maintenance and repairs, no work has been done on or improvements made to the common elements by the
Association, **except:** (state the nature of the work or improvements, estimated total cost and remaining amount unpaid)**.
(if none, so state).

NONE

Insurance: Insurance (is, is not) included in the monthly Association fee. If the Association collects for any insurance for this
unit, the amount is \$ 15.23 (monthly) (quarterly) (yearly) and is paid through 8/31, 2018.

The following information is in regards to the insurance on common areas to be considered in a transfer of ownership:

Agent: RURAL MUTUAL INSURANCE COMPANY
Address: 3033 W SPENCER ST, APPLETON, WI 54914
Phone: 920-832-0262 Fax: _____ email: _____

Sewer and Water: The Association fee includes payment for the *water* and *sewer* bills for the Unit (Yes No).
If "No", please explain: _____

Comments: EACH UNIT PAYS ITS OWN WATER AND SEWER BILL TO THE CITY OF APPLETON

**It is understood that no liability is imputed to the undersigned or the association by this certificate for any construction liens which may be filed against
the above unit.

BY: James A. Schaden DATE: 8/14/2018

ADDRESS: 57 JAMESON POINT ROAD, ROCKLAND, ME 04841
PHONE: 207-593-7112 /FAX: _____ /EMAIL: jameschaden@yahoo.com