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DECLARATION OF CONDOMINIUM OWNERSHIP OF
MILITARY AVENUE PARTNERS CONDOMINIUM

Recording Area

Name and Return Address ** Drafted By:*
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WRDA Rev. 12/22/2010

**DECLARATION OF CONDOMINIUM OWNERSHIP OF
MILITARY AVENUE PARTNERS CONDOMINIUM**

Green Bay, Wisconsin

THIS DECLARATION, made this 3rd day of June, 2024, by MILITARY AVE PARTNERS, LLC, a Delaware limited liability company ("Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes ("Act").

I. STATEMENT OF DECLARATION.

The Declarant is the owner of certain real estate located in the City of Green Bay, Brown County, Wisconsin, as legally described on the attached Exhibit A ("Land"). The Declarant hereby submits and subjects the Land, together with all buildings, structures, improvements and other permanent fixtures to be constructed thereon ("Property"), to the provisions of the Act. This shall be a small condominium, as defined in Section 703.02(14m) of the Act, and Section 703.365 of the Act shall apply, except as otherwise provided herein.

II. NAME AND DESCRIPTION OF THE CONDOMINIUM

The Property shall be known as Military Avenue Partners Condominium ("Condominium"). The Condominium is located at 891, 893, 895, 897, 899 Military Avenue, Green Bay, Wisconsin. The Condominium consists of five (5) Units (defined below), which Units shall be known as Unit 1, Unit 2, Unit 3, Unit 4 and Unit 5. The Units are identified on the plat attached as Exhibit B ("Plat"). For purposes of Unit 2, the drive through facility shall be deemed to be part of the Unit.

III. UNITS

- (a) Unit 2 shall consist of the entire commercial building ("Building") shown on the plat, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the exterior surfaces of the Building, including all roof, foundation, utilities, structural elements, ceilings, windows, window frames, doors and door frames of the Unit.
- (b) Units 1, 3, 4 and 5 shall each consist of a cubicle of air whose perimetrical boundaries shall be as set forth for such unit on the plat as a building site ("Building Site"), whose lower boundary is an imaginary horizontal plane located parallel to and 50 feet below the surface of the ground of the Building Site, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 50 feet above the surface of the ground of the Building Site, extended to the perimetrical boundaries. At such time as a Building is constructed, reconstructed or expanded within the original Building Site, the Unit shall consist of the entire Building, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the exterior surfaces of the Building, including all roof, foundation, utilities, structural elements, ceilings, windows, window frames, doors and door frames of the Unit, and the balance of that Building Site shall be Limited Common Elements appurtenant to such Unit.
- (c) No Building may be constructed on a Building Site until the Owner of such Building Site complies with Article IV below.
- (d) All installations for providing sewer, power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. The various types of

Units, their respective designations and locations, the approximate area of the Units, Common Elements and Limited Common Elements to which the Units have access and further details identifying and describing the Units are all as set forth on Exhibit B attached hereto.

- (e) The boundaries of a Unit may be altered in accordance with the Act. Furthermore, Units may be separated or merged in accordance with the Act. In the event a Unit is altered, separated or merged (including the construction of a Building on a Building Site), its corresponding Limited Common Elements shall also be revised, and an amendment to the Plat will be recorded.

IV. ARCHITECTURAL CONTROL

(a) Improvements/Alterations that Require Approval. If an Owner desires to (1) construct any improvement on a Building Site, or (2) make any material replacement of an improvement on a Building Site (collectively, an "Improvement"), the Owner must first obtain the written consent of the Association. For avoidance of doubt, the replacement or addition of HVAC units, windows, doors and roofs shall not be considered "Improvements" as defined above. If at the time the Owner seeks such approval, Declarant is the Owner of a Unit, then the approval of the Declarant shall also be required.

(b) Process of Approval. Prior to the application for a municipal building permit, the Owner proposing an Improvement shall submit to the Association (and Declarant if Declarant is an Owner): (1) the preliminary plans for the Improvement, with all detail reasonably requested by the Association (and Declarant, if applicable), including dimensions and exterior elevations on all sides; (2) site plans, showing the location of the Improvement; and (3) a proposed amendment to the Plat. Approval of alterations by the Association (and Declarant, if applicable) shall not be deemed approval by the municipality and approval by the municipality shall not be deemed approval by the Association (and Declarant, if applicable). The Association must use good faith and commercially reasonable discretion in the approval process. The Association may not withhold approvals if the Improvement complies with all applicable municipal requirements, and its use is permitted by the municipal code. In the event that an Owner requests approval for an Improvement, and the Association fails to respond within thirty (30) days of its receipt of such request, the Improvement shall be deemed approved by the Association. Notwithstanding anything herein to the contrary, for purposes of Unit 2 only, no Association approval is required hereunder if any "Initial Improvement" and/or "Subsequent Improvement" (as those terms are used in the Starbucks lease of Unit 2) complies with all applicable municipal requirements, and its use is permitted by the municipal code. The Association will record, at the Owner's expense, an amendment to the Plat showing the Improvement, the new Unit boundaries, and the new Limited Common Area appurtenant to such Unit.

(c) Applicability of Section. So long as Declarant is an Owner of a Unit, Declarant shall not be required to obtain approval of the Association for any proposed Improvement on Declarant's Units.

V. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

- (a) Each owner of a Unit ("Unit Owner" or "Owner") shall own an undivided interest ("Interest") in the Common Elements with all other Unit Owners. The "Common Elements" shall consist of all of the Condominium except the individual Units, including, without limitation, installation of storm water facilities to serve the entire Condominium, and the installation of a sewer main to serve the entire Condominium (understanding that each Unit Owner is responsible for the installation of its own sewer lateral to connect its development to the main) ("Utility Installations"); the "common drives" identified on the Plat ("Common Drives"); and all paved and landscaped areas on the Property but outside the boundary of a Building. The Common

Elements shall include all lighting, fire hydrants, and water lines serving such fire hydrants. Unit 1 shall have a 22.5% Interest in the Common Elements; Unit 2 shall have a 20.4% Interest in the Common Elements; Unit 3 shall have a 20.7% Interest in the Common Elements; Unit 4 shall have a 20.7% Interest in the Common Elements; and Unit 5 shall have a 15.7% Interest in the Common Elements.

- (b) Certain Common Elements shall be reserved for the exclusive use, maintenance and control of a particular Unit Owner. Such Common Elements shall be referred to collectively as "Limited Common Elements." The Limited Common Elements appurtenant to each Unit, if any, are set forth on the Plat (as may be amended when a Building is constructed on a Building Site). Any fire hydrant located on the Limited Common Element shall be considered part of the Limited Common Element to be maintained by the appurtenant Unit Owner. A Unit Owner shall have the right to develop and make changes or alteration to its Limited Common Elements (such as paving, reconfiguring of the parking lot, striping the parking lot, constructing and reconfiguring drive lanes and access points, landscaping, installing parking lot islands, signage, and lighting, and running utility lines). All changes to the Limited Common Elements must meet all applicable municipal requirements (including parking ratio required for its appurtenant Unit) and once constructed, any cross access points that connect 2 Units and/or their Limited Common Elements may not be altered without the mutual consent of the affected Units. At all times, each Unit's Limited Common Element must maintain at least one access point to access the adjacent center known as Green Bay Plaza. Except as set forth in this section, in no event shall a Unit Owner build any other structures, buildings or improvements on its Limited Common Elements.

VI. USE OF UNITS AND COMMON ELEMENTS

- (a) The Units shall be occupied and used only for retail commercial purposes and for no other purposes (unless authorized by the Association), all in accordance with local municipal laws and ordinances. Notwithstanding the foregoing, so long as the lease with Starbucks Corporation (and/or its successors and assigns) is in full force and effect, Units 1, 3, 4 and 5 may not be used in violation of the following Starbucks restriction without the express written consent of the Unit 2 Owner:

A Unit Owner shall not lease to any other tenant nor use or allow any other person or entity to use any portion of the Condominium (other than Unit 2) for the sale of, or in support of the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) blended beverages including, without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice and/or fruit. A Unit Owner shall not lease to any other tenant nor use or allow any other person or entity to use any portion of the Condominium (other than Unit 2) for or in support of any of the uses or activities described on Exhibit C.

Notwithstanding the foregoing, other tenants or occupants in the Condominium may sell (1) gourmet drip coffee (up to 5% of a its gross sales) and (2) brewed tea which is neither (i) gourmet, nor (ii) brand identified. For purposes of this restriction, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding. For purposes of this restriction, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name or served in a brand-identified cup (that is, a cup with a brand name on it).

Notwithstanding the foregoing, other tenants or occupants of the Condominium may sell pre-bottled tea or pre-bottled tea-based beverages.

- (b) Other than as set forth in this Declaration, a Unit Owner may lease a Unit on such terms and conditions as it desires in its sole discretion. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner.
- (c) There shall be no obstruction of or parking in the Common Drives, nor shall anything be kept or stored on any part of the Common Drives.
- (d) Nothing shall be altered or constructed in, or removed from, the Common Drives.
- (e) All trash and garbage for each Unit must be kept in receptacles stored in the Unit or on such Unit's Limited Common Element.
- (f) The Association may make reasonable rules and regulations governing the use of the Common Elements (other than the Limited Common Elements), which rules and regulations shall be consistent with the rights and duties established in this Declaration.
- (g) Each Unit shall have a non-exclusive easement over that portion of the Property where such Common Drives are located, for the purpose of using and maintaining the Common Drives
- (h) *Each Unit shall have a reciprocal cross easement for vehicular and pedestrian access over each Unit's Limited Common Element. However, there shall be no cross parking rights for any Unit (it being understood that all parking for a Unit must be contained in its Limited Common Element and must comply with all applicable municipal parking ratio requirements taking into account the square feet of the Unit and the square feet of its Limited Common Element). In the event a Unit desires cross parking rights over the Limited Common Elements of another Unit, the prior written consent of such Unit Owner must be obtained, and this Declaration shall be amended accordingly. Once constructed, no access drives intended to be used for such cross access purposes may be blocked off, closed off, or impeded in any other respect except during temporary periods as may be needed in connection with maintenance, repair, and/or replacement of such areas.*
- (i) In the event any construction or remodeling work shall be performed on a Unit by an Owner, or its contractors, agents, servants, and/or employees, said Owner shall be responsible for maintaining and keeping the Common Elements reasonably free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.
- (j) Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- (k) No damage to, or waste of, the Common Elements, or any part thereof, shall be permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by, or at the direction of, that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit.

- (l) In the event the Owner of a Unit reasonably requires an easement for utilities over another Owner's Unit and/or Limited Common Element, such Owners shall reasonably cooperate with each other and act in good faith in connection with the granting of such an easement. The Owner of the Unit requiring such easement shall be responsible, at its sole cost and expense, for the cost such easement, including, but not limited to, the reasonable costs of the Owner of the Unit burdened by such easement in connection with the preparation, review and negotiation of such easement and the cost of restoring the Unit burdened by such easement to the condition immediately existing prior to the construction of any utility facilities in connection with such easement. Notwithstanding anything to the contrary contained herein, the location of any such utility easements shall be subject to the reasonable approval of the Owner of the Unit and/or Limited Common Element on which such easements or facilities are to be located.

VII. MAINTENANCE, REPAIRS AND REPLACEMENTS

- (a) The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Utility Installations and the Common Drives, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall have the right of access over all parts of the Common Elements necessary to perform such work. All such maintenance, repairs, and replacements, shall be made by the Association and charged to the Unit Owners as provided herein. Notwithstanding the foregoing, the cost for any maintenance or repairs required to any Utility Installation that is shared by more than one Unit (but less than all Units) shall be shared equally among only those Units.
- (b) Each Unit Owner, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Limited Common Element appurtenant to such Unit, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.
- (c) The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Utility Installations and the Common Drives, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Utility Installations and the Common Drives or the enforcement of this Declaration.
- (d) A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) every aspect of the Unit; and (b) the Limited Common Elements appurtenant to that Unit. The expense of such maintenance, repairs and replacement shall be borne solely by such Owner. A Unit Owner shall keep the Unit and its Limited Common Elements in a good, clean, sanitary and attractive condition, including all landscaping. A Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior or exterior surfaces of the walls, roof, ceilings, floors and doors forming or within the boundaries of a Building. In the event an Owner fails to maintain its Limited Common Element as required herein, the Association shall have the right to perform such maintenance and charge the Unit Owner for all such costs and expenses.
- (e) A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the safety of the Condominium or its occupants, or impair any easement without the prior written consent of the Association.

- (f) In the event that any maintenance, repairs or replacement of a Common Element is required as a result of the willful or negligent act of an Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.
- (g) In the event that (i) a proposed expenditure or action for the repair, maintenance or upkeep of the Common Elements (other than the Limited Common Elements), or for the operation of the Common Elements, is not approved by the Association and any Unit Owner believes the expenditure or action is necessary for the safety and proper use of the Common Elements or of the Owner's Unit; or (ii) an expenditure or action is approved by the Association and any Unit Owner believes the expenditure or action is contrary to the safety and proper use of the Common Elements or the Owner's Unit, then the following shall apply:
1. The Unit Owner or Owners challenging a decision of the Association shall give written notice of the objection to all Unit Owners and mortgagees within 45 days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the Association shall reconsider its decision and either affirm, reverse or modify the decision.
 2. The Unit Owner or Owners may challenge the decision after reconsideration by the Association under paragraph (a) above only in an arbitration proceeding under Wisconsin Statutes Chapter 788. Acceptance of a conveyance of a Small Condominium which is subject to this paragraph is deemed to constitute an agreement by the Unit Owner to submit challenges to decisions of the Association to arbitration.
 3. The Association, upon submission of the matter to arbitration as provided in paragraph (b) above, shall name a proposed arbitrator. The Unit Owner or Owners may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the two arbitrators shall select a third person and the three shall serve as an arbitration panel chaired by the third person. The expense of the arbitration shall be shared equally by the Association and the Unit Owner or Owners challenging the decision of the Association.
 4. The arbitration award by the arbitration panel under paragraph (c) above shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it.

VIII. ASSOCIATION MEMBERSHIP

Every Unit Owner shall be entitled and required to be a member ("Member") of "Military Avenue Partners Condominium Association, Inc.," a nonstock corporation formed under Chapter 181 of the Wisconsin Statutes ("Association"). If title to a Unit is held by more than one person, each such person shall be a Member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a Member, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a mortgagee as security for a loan secured by a mortgage on a Unit. Each Unit shall have one (1) vote on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the By-Laws of the Association.

IX. ASSESSMENTS

- (a) Each Owner, hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.
- (b) The Board of Directors of the Association ("Board") shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively for the improvement, maintenance, insurance and management of the Common Elements (other than the Limited Common Elements) and such emergency repairs as the Association may deem necessary. The budget shall include a management fee equal to six percent (6.0%) of the costs to maintain the Common Elements. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purposes determined by the Board; provided, however, that any such special assessment shall have the assent of the Unit Owners having seventy-five percent (75%) of the votes at a meeting duly called for this purpose. Except as otherwise set forth in this Declaration, each Unit's assessments shall be allocated pro rata based on the Interest of each Unit.
- (c) The Board may also levy special assessments against a particular Unit Owner and Unit for: (a) costs and expenses (anticipated or incurred) for damage to the Common Elements (other than the Limited Common Elements) caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; (b) costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the rules or regulations of the Association; (c) costs and expenses (anticipated or incurred) for emergency repairs to a Unit; (d) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit; (e) interest due on general and special assessments; (f) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit; (g) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws of the Association.
- (d) The annual assessments provided for herein shall be payable in monthly installments. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. If such assessments are not paid within 10 days of their due date, an additional \$250.00 late fee may be assessed to such Unit at the discretion of the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.
- (e) All sums assessed to any Unit pursuant to this Article, together with interest thereon, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

X. INSURANCE

- (a) The Association, for the benefit of all Unit Owners, shall insure the Common Elements (other than the Limited Common Elements) against loss or damage by fire and such other hazards as the Association may deem desirable, in amounts determined by the Association, and a liability policy, covering all claims commonly insured against, without prejudice to the right of a Unit Owner to also insure the Unit Owner's Unit for the Unit Owner's own benefit. The premiums for such insurance

shall be deemed common expenses. Such insurance coverage shall be written in the name of, losses thereunder shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine, consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. The Association shall not be obligated to acquire casualty, property or liability insurance coverage or other insurance protection for a Unit Owner's individual Unit or for such Unit's Limited Common Elements. Each Unit Owner shall be responsible for fully insuring his/her own Unit and its Limited Common Elements, which shall include coverage for the full replacement value of the Unit and liability insurance with a combined single limit of \$3,000,000 for bodily injury and property damage per occurrence.

- (b) The proceeds of the Association's insurance shall first be disbursed by the Association or by the trustee on behalf of the Association for the repair or restoration of the damaged Common Elements (other than the Limited Common Elements), and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceed unless the Association has determined not to repair such Common Elements (other than the Limited Common Elements), or the court has ordered partition of the Condominium, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored. In the event of a partial or total destruction of the Common Elements (other than the Limited Common Elements), such Common Elements (other than the Limited Common Elements) shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as existed prior to loss. All costs of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.
- (c) The Owner of each Unit shall indemnify, defend and hold one another harmless against all claims for injury or death to persons or damage to or loss of property due to the negligence or willful misconduct of such Owner, its occupants or permittees. This indemnification and release shall be applicable notwithstanding any party's failure to insure as required herein.
- (d) The Association may maintain, as a common expense, any other insurance coverage or additional protection which the Board may deem necessary or advisable.

XI. DECLARANT'S RIGHTS

Declarant shall have rights in the Association only to the extent that Declarant is an Owner of a Unit.

XII. NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to any Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon Declarant or the Association shall be personally served on the registered agent specified for receipt of process or mailed by certified mail, return receipt requested to such registered agent. All Owners shall provide the Association with the address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to giving of such notice by mailing it or having it delivered personally to the last such address on file. If a Unit Owner fails to provide such address, the Association shall be deemed to have given sufficient notice by mailing it or having it delivered to the Unit.

XIII. GENERAL PROVISIONS

- (a) If any provision of this Declaration, or the application thereof, shall be held invalid or unenforceable, then the remainder of this Declaration shall not be affected thereby and shall be valid, and be enforced to the fullest extent.
- (b) The failure of the Association to insist, in any one instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction in the future, and such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.
- (c) This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages on the Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding mortgages. The instruments necessary for such termination shall be recorded in Brown County, Wisconsin.
- (d) Except as hereinafter limited, this Declaration may be amended by an instrument signed by Unit Owners having not less than seventy-five percent (75%) of the Interest in the Common Elements, and so long as Declarant is the Owner of a Unit, Declarant's consent shall be required for any such amendment. A Unit Owner's consent to an amendment is not effective unless it is approved by a mortgagee of the Unit, if any. No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Declarant without the consent of all such mortgagees or the Declarant, as the case may be. Any Amendment must be recorded in the office of the Register of Deeds for Brown County, Wisconsin.
- (e) The initial registered agent for service of process is Capitol Services, 901 S Whitney Way, Madison, WI 53711, as provided for in the Articles of Incorporation for the Association. The registered agent may change from time to time as and when a Change of Registered Agent is filed with the Department of Financial Institutions for the State of Wisconsin. Any change in the registered agent will not require an amendment to this Declaration.

[signature page to follow]

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 3rd day of June, 2024.

MILITARY AVE PARTNERS, LLC
A Delaware Limited Liability Company

By: Anenberg Asset Management, LLC
A Delaware Limited Liability Company
Its: Manager

By: [Signature]
Name: Jeffrey L. Anenberg
Title: Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

This document was acknowledged before me by _____, as
_____ of _____ on this _____ day of _____, 2024.

SEE Attached Acknowledgement
Notary Public, State of California
Name: Anne Hoesover
My Commission Expires: 9/12/2027

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

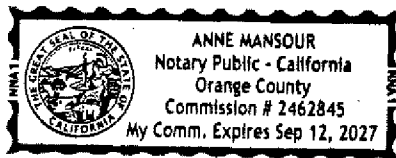
State of California

County of ORANGE }

On June 3rd 2024 before me, Anne Mansour, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey L. Auenberg
Name(s) of Signer(s)

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

Anne Mansour
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Declaration of Condominium ownership of

Document Date: 6/3/2024 Number of Pages: 14

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey L. Auenberg

- ☒ Corporate Officer – Title(s): Manager
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: Jeffrey L. Auenberg
Partners LLC

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lot Two (2) of CERTIFIED SURVEY MAP NO. 9537 recorded in the Office of the Register of Deeds for Brown County, Wisconsin on September 30, 2022 as Document No. 3018734, in the City of Green Bay, Brown County, Wisconsin.

Tax Parcel #: 6-462

MILITARY AVENUE PARTNERS CONDOMINIUM

Lot Two (2) of Certified Survey Map No. 9537 recorded in the Office of the Register of Deeds for Brown County, Wisconsin on September 30, 2022 as Document No. 3018734, in the City of Green Bay, Brown County, Wisconsin.

LEGAL DESCRIPTION:

Lot Two (2) of Certified Survey Map No. 9537 recorded in the Office of the Register of Deeds for Brown County, Wisconsin on September 30, 2022 as Document No. 3018734, in the City of Green Bay, Brown County, Wisconsin.

Said land containing 275,278 sq. ft. (6.3195 acres) of land, more or less.

CERTIFICATE OF THE CITY OF GREEN BAY

There are no objections to this condominium plat with respect to 703.115 Wis. Stats and is hereby approved for the City of Green Bay.

6/13/24
Date

Cheryl Reiter-Wigg
Cheryl Reiter-Wigg, Community and Economic
Development Director

BROWN COUNTY PLANNING COMMISSION APPROVAL

There are no objections to this condominium plat with respect to 703.115 Wis. Stats and is hereby approved for the Brown County Planning Commission.

6/13/24
Date

Ryan L. Duckart
Ryan L. Duckart, Brown County Property Lister

BROWN COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN
BROWN COUNTY, SS

I, Charles T. Manila, being duly elected, qualified and acting Treasurer of Brown County, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of 13th day of June, 2024 on any of the lands in the condominium.

6/13/24
Date

C. Manila
County Treasurer



CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	32.96'	200.00'	S50°18'41"E	32.93'
C2	32.96'	200.00'	S58°18'41"E	32.93'
C3	17.09'	11.00'	S18°31'21"E	15.42'
C4	17.28'	11.00'	S70°59'17"W	15.56'
C5	110.92'	985.00'	N60°47'09"W	110.86'
C6	96.96'	1015.00'	N60°17'47"W	96.92'
C7	17.23'	11.00'	S73°34'32"W	15.52'
C8	43.44'	134.00'	N52°15'47"W	43.25'
C9	21.00'	60.00'	N53°00'17"W	20.90'
C10	46.91'	134.00'	S53°00'17"E	46.67'
C11	54.06'	166.00'	S52°18'22"E	53.82'
C12	17.00'	11.00'	S17°21'06"E	15.36'
C13	15.53'	10.00'	S71°25'37"W	14.02'
C14	28.60'	18.00'	N18°33'21"W	25.69'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N26°58'01"E	38.00'
L2	S63°01'59"E	27.00'
L3	N26°58'01"E	10.50'
L4	S63°01'59"E	22.50'
L5	S26°58'01"W	10.50'
L6	S63°01'59"E	55.00'
L7	S26°58'01"W	38.00'
L8	N63°01'59"W	104.50'

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

PECJOB#2686.00
SHEET 2 OF 2

EXHIBIT C
PROHIBITED USES

- mortuary, funeral parlor, cemetery, mausoleum, burial grounds
- massage parlor (except as part of the regular services offered by a medical doctor, chiropractor, health club, day spa or Elements, Massage Envy or similar business)
- tattoo or piercing parlor
- adult bookstore or adult video store engaging in the sale or rental of sexually explicit or pornographic materials of a rating more sexually explicit than "R" by the film rating board of the Classification and Rating Administration
- pawn shop
- flea market
- auctions
- transient shops, booths, and kiosks
- traveling carnivals and fairs
- stockyard
- live animal displays (other than a pet store business)
- circus
- gun shop or firearms show, exhibition, or training
- fireworks sales, displays, and demonstrations
- liquor store
- drug treatment facility
- any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant
- sale, distribution or display of any drug paraphernalia primarily used in the use or ingestion of marijuana or illicit drugs
- night club or discotheque
- pool hall or billiard parlor
- Full service automotive repair (which shall not prohibit an oil change or tire services repair shop)
- junkyard
- outdoor storage, display and sales of goods, merchandise, and equipment
- A "thrift" or "second hand" store, including as examples those operated by Goodwill Industries or the Salvation Army but "second-hand store" shall not include antique stores or nationally recognized re-sellers of electronic games or sporting equipment
- A hostel or motel
- mobile home park, campground, transient lodging, truck stop, overnight parking for vehicles, trailers, and other equipment (except that this provision shall not prohibit the temporary use of construction trailers during periods of permitted construction or maintenance)
- check cashing (other than a bank)
- short-term or "payday advance" type loans
- laundry dry cleaning facility or laundromat
- assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation
- hazardous substances or materials (other than automobile fueling stations)
- unusual fire, explosive, or other hazards
- on site dumping, disposing, incineration, recycling, or reduction of waste/garbage

- any public or private nuisance
- church, religious gathering, or place of worship
- playground or park
- school
- library
- nursing home, assisted living, or elder care facility
- Hospital (which shall not prohibit medical uses such as medical clinics, dental offices, or other medical office uses)