

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OWNERSHIP OF MILITARY AVENUE
PARTNERS CONDOMINIUM

3100912
CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
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EXEMPT #

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Brad Dallet
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

9 VS

6-3051, 6-3052, 6-3053, 6-3054 and 6-3055
Parcel Identification Numbers

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF
MILITARY AVENUE PARTNERS CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF MILITARY AVENUE PARTNERS CONDOMINIUM is made as of this 29th of July, 2025 (this "Amendment") by Military Ave Partners, LLC, a Delaware limited liability company ("Declarant").

RECITALS:

A. Declarant is the owner of all of the Units of the Military Avenue Partners Condominium, created by that certain Declaration of Condominium Ownership of Military Avenue Partners Condominium made as of June 3, 2024 and recorded with the Brown County, Wisconsin Register of Deeds on June 21, 2024 as Document Number 3067033 (the "Declaration") and by a Plat of Military Avenue Partners Condominium recorded on June 21, 2024 as Document No. 3067032 (the "Original Plat").

B. Contemporaneously with this Amendment, Declarant is recording an Addendum to the Original Plat to update Unit 4, a copy of which is attached as Exhibit A.

C. Declarant desires to amend the Declaration as set forth in this Amendment.

NOW, THEREFORE, the Declaration is amended as follows:

1. **Definition of Units.** The following is added to the Declaration as new Section III(f):

Notwithstanding anything to the contrary in Section III(b) of this Declaration, at such time as a Building is constructed within an original Building Site, in the event a drive-through facility to service the business operations of the Building is also constructed, then (1) all components of such drive-through improvements shall be part of such Unit, including any components outside of the exterior surfaces of the Building or perimetrical boundaries of the Unit, including but not limited to any service island, remote transaction unit, pneumatic tube installation, interactive teller machine, Building canopy, and menu board, and shall not be Common Elements, and (2) the drive-through lanes (and any portion of any drive aisle serving the drive-through lanes) will not be subject to the reciprocal cross easement set forth in Section VI(h).

2. **Applicability of Section IV.** Section IV(c) is hereby amended and restated to read as follows:

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, and, subject to Section XIII(f), Declarant shall have the unilateral right to record the corresponding amendment to the Plat as approved in (b) above.

3. **Changes to Exterior of a Unit or Limited Common Element.** The following is added to the Declaration as new Section IV(d):

Provided that a Unit Owner complies with all requirements set forth in the Declaration, no additional consents shall be required from the Association or Board with respect to any change to the exterior appearance of such Owner's Unit or the Limited Common Elements appurtenant to such Unit. Notwithstanding anything in the Act to the contrary, Declarant and all subsequent Unit Owners, by accepting a deed to a Unit, shall be deemed to have acknowledged, agreed and consented (a) to the limitations described in this Section IV(d), and (b) to any changes to the exterior appearance of a Unit or of any other portion of the Condominium not prohibited or subject to the approval of the Association under this Declaration.

4. **Pylon Sign.** The following is added to the Declaration as a new Section V(c):

The pylon sign located on the Limited Common Element of Unit 2 ("Pylon Sign"), is the "Military Sign" identified as "Pylon Sign B" in that certain Signage and Storm Sewer Easement Agreement dated June 3, 2024 which was recorded with the Brown County, Wisconsin Register of Deeds on June 20, 2024 as Document Number 3066997 ("Sign Easement Agreement"). According to the Sign Easement Agreement, Declarant (as the owner of the Land subject to this Declaration), has certain rights and obligations with respect to this Pylon Sign. However, now that the Declarant has subjected the Land to this Declaration, Declarant hereby assigns all of its right, title and interest in and to the Pylon Sign, to the Owner of Unit 2, and the Owner of Unit 2 hereby accepts all of the rights and obligations under the Easement Agreement with respect to the Pylon Sign. Without limiting Sections VI(k) and X(c) of this Declaration, the Owner of Unit 2 shall indemnify, defend and hold the Association and the other Owners harmless against all claims, liabilities, obligations, damages, costs and expenses (including without limitation court costs and reasonable attorneys' fees) related to the Pylon Sign, including without limitation, any claim that Lot 1 of Certified Survey Map 9537, recorded as Document No. 3018734, has rights to the Pylon Sign under the Sign Easement Agreement or that certain Access, Parking and Signage Easement Agreement dated December 20, 2017 and recorded with the Brown County, Wisconsin Register of Deeds on January 3, 2018 as Document Number 2812014. The Owner of Unit 2 Owner shall not cause or permit any changes to the Pylon Sign or its location if such changes would obstruct the visibility of any Building in the Condominium from Military Avenue (other than Unit 2).

5. **Alterations to Common Drive.** Section VI(d) of the Declaration is amended as restated to read as follows:

Nothing shall be altered or constructed in, or removed from, the Common Drives. Notwithstanding the foregoing, but subject to obtaining all required approvals under Section IV(b), any Unit Owner of a Unit on a Building Site adjacent to a Common Drive may alter such Common Drive as reasonably necessary to create

curb openings and returns for an access drive or access drives between such Unit and such Common Drive.

6. **Other Signs.** The following is added to the Declaration as a new Section V(d):

Other than the Pylon Sign referred to above, no other pylon signs shall be constructed on the Limited Common Element of the Condominium. Unit Owners may only install (a) signage on the exterior of their Building, (2) monument signs on its Limited Common Element, not to exceed eight (8) feet in height, or (3) directional signs on its Limited Common Element.

7. **Amendments.** The following is added to the Declaration as a new Section XIII(f):

Notwithstanding anything to the contrary in the Declaration or the Act, any amendment to the Declaration or Plat that (a) changes a Unit's ("Affected Unit") Interest in the Common Elements; (b) changes the boundaries of an Affected Unit or the original Building Site on which the Affected Unit is located; (c) changes the boundaries or location of the Common Drive immediately adjacent to an Affected Unit; (d) grants any other Unit any right to use the Affected Unit's Limited Common Elements that are not granted in Section VI.(h) as of the date of this Amendment; (e) materially and adversely impacts [i] the right of the Affected Unit to use the Common Drives, [ii] the easement rights granted to the Affected Unit under Section VI.(h), [iii] the right of the Affected Unit Owner to use or lease the Affected Unit for use for commercial retail purposes, or [iv] any right of the Affected Unit Owner under Section III(f); or (f) results in any cost or liability to an Affected Unit Owner under Section V(c); such amendment shall not be effective without the consent of the Owner of the Affected Unit.

8. All terms and conditions of the Declaration not amended by this Amendment shall remain in full force and effect.

9. Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Declaration.

[Signature page follows]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 July 28, 2025 before me, D.J. Miller, Notary Public,
(Here insert name and title of the officer)

personally appeared Jeffrey L. Anenberg

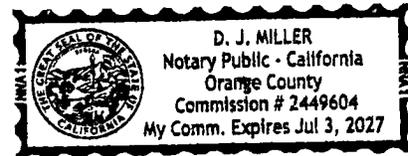
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

D.J. Miller
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 7/28/2025

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)

Other LLC Manager

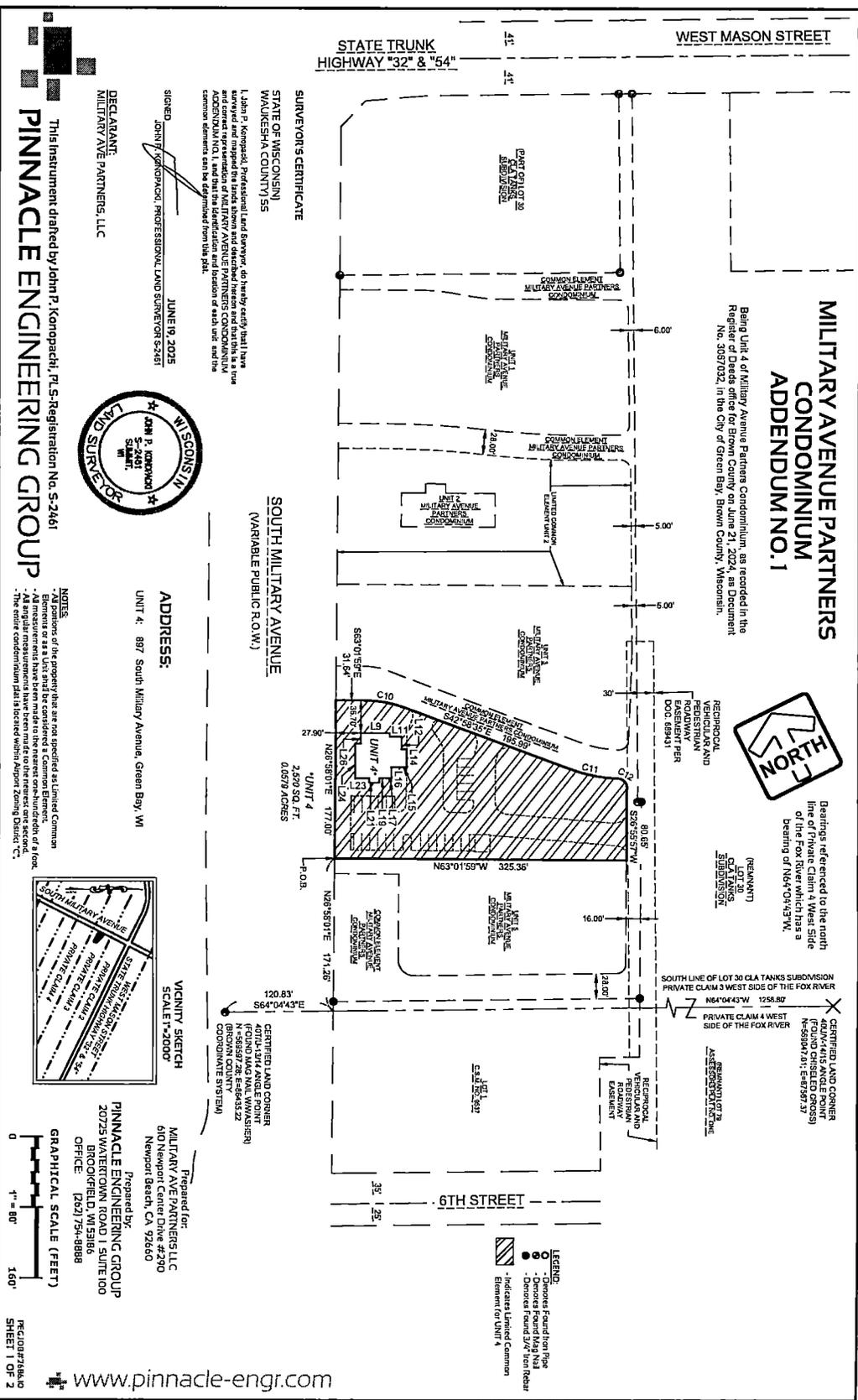
Exhibit A

Addendum to Plat

[see attached]

Please note that the attached Condominium Plat may not be sufficiently legible due to size.

(For reference purposes only)



**MILITARY AVENUE PARTNERS
CONDOMINIUM
ADDENDUM NO. 1**

Being Unit 4 of Military Avenue Partners Condominium, as recorded in the Register of Deeds office for Brown County on June 21, 2024, as Document No. 3057032, in the City of Green Bay, Brown County, Wisconsin.



Reference is made to the north line of Private Claim 4 West Side of the Fox River which has a bearing of N64°04'43"W.

CERTIFIED LAND CORNER (FOUND CHISELED CROSS) N=553047.01; E=87397.37

STATE TRUNK HIGHWAY "32" & "54"

WEST MASON STREET

SOUTH MILITARY AVENUE (VARIABLE PUBLIC R.O.W.)

6TH STREET

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
WALUKESHA COUNTY
I, John P. Konopacki, Professional Land Surveyor, do hereby certify that I have surveyed the proposed lots and units and that the identification and location of each unit and the common elements can be determined from this plat.

SIGNED: JOHN P. KONOPACKI, PROFESSIONAL LAND SURVEYOR 22461
JUNE 19, 2025

DECLARANT:
MILITARY AVE PARTNERS, LLC



This instrument drafted by John P. Konopacki, P.L.S. Registration No. S-2461
PINNACLE ENGINEERING GROUP

ADDRESS:
UNIT 4: 897 South Military Avenue, Green Bay WI

NOTES:
- All portions of the property that are not specified as Limited Common Elements or as a Unit and be considered a Common Element.
- All angular measurements have been made to the nearest one second.
- The entire condominium plat is located within Airport Zoning District "C".



VICINITY SKETCH
SCALE 1"=200'

Prepared for:
MILITARY AVE PARTNERS, LLC
610 Newport Center Drive #290
Newport Beach, CA 92660

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERVIEW RD. SUITE 100
BROOKFIELD, WI 53006
OFFICE: (262) 754-8888



REGISTRATION NO. 2
SHEET 1 OF 2

www.pinnacle-engr.com

**MILITARY AVENUE PARTNERS
CONDOMINIUM
ADDENDUM NO. 1**

Being Unit 4 of Military Avenue Partners Condominium, as recorded in the Register of Deeds office for Brown County on June 21, 2024, as Document No. 3087032, in the City of Green Bay, Brown County, Wisconsin.

CERTIFICATE OF THE CITY OF GREEN BAY

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

Date _____

Christy Renee-Vogel, Community and Economic
Development Director

BROWN COUNTY PLANNING COMMISSION APPROVAL

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

Date _____

Ryan L. Bodack, Brown County Property Use

BROWN COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN
BROWN COUNTY

I, _____, being duly elected, qualified and acting Treasurer of Brown County, do hereby certify in accordance with the records of the County of _____ and official assessments as of _____ day of _____, 2025, on any of the lands in the condominium.

Date _____

County Treasurer

LINE NO.	BEARING	DISTANCE
L9	S89°01'59"E	32.50'
L10	S28°15'01"W	4.00'
L11	S89°01'59"E	13.00'
L12	S28°58'01"W	14.00'
L13	S89°01'59"E	8.00'
L14	S28°15'01"W	20.00'
L15	N89°01'59"W	17.00'
L16	S28°58'01"W	15.50'
L17	N89°01'59"W	2.00'
L18	N28°58'01"E	3.00'
L19	N89°01'59"W	11.50'
L20	S28°58'01"W	5.00'
L21	N89°01'59"W	11.00'
L22	N28°58'01"E	8.00'
L23	N89°01'59"W	16.00'
L24	N28°58'01"E	38.50'
L25	S89°01'59"E	8.00'
L26	N28°58'01"E	12.00'

LEGAL DESCRIPTION:

Being all of UNIT 4 of Military Avenue Partners Condominium, as recorded in the Register of Deeds office for Brown County on June 21, 2024, as Document No. 3087032. Being all of the lands and improvements thereon as shown and recorded in the Office of the Register of Deeds for Brown County, Wisconsin, on September 30, 2022 as Document No. 3018734, located in Private Claim 3, West side of the Fox River, in the City of Green Bay, Brown County, Wisconsin. Said land containing 44,507 sq. ft. (1.0217 acres) of land, more or less.

CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C10	48.81'	134.00'	S53°00'17"E	48.87'
C11	54.06'	168.00'	S27°18'22"E	53.82'
C12	17.00'	11.00'	S17°21'09"E	13.39'



June 19, 2025

REGISTRATION
SHEET 2 OF 2

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