

**ROYAL ORLEANS CONDOMINIUM, INC.**

**DECLARATION**

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**CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
ROYAL ORLEANS CONDOMINIUM**

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This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Sections 703.01 to 703.28, Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 22nd day of May, 1972, by DANIEL DROBAC, (hereinafter referred to as "Declarant").

**1. Statement of Declaration.**

The purpose of this Declaration is to submit the lands hereinafter described and the improvements heretofore or hereafter to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Paragraph 2 hereof, together with all buildings and improvements thereon (hereinafter referred to as "the property") which is held and shall be held, conveyed, devised, leased, encumbered, used, improved, and in any manner otherwise affected subject to the provisions, conditions, covenants, restrictions and easements to this Declaration and the Act.

All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

**2. Description of Land and Name.**

The following described real estate is subjected to the provisions of this Declaration:

Lots Three (3) and Four (4) in Block Two (2) in ROYAL ORLEANS, being a Subdivision of a part of the North West One-quarter (1/4), South West One-quarter (1/4), South East One-quarter (1/4) and North East One-quarter (1/4) of the South West One-quarter (1/4) of Section Twenty (2), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee.

Lots Five (5) and Six (6) in Block Two (2) in ROYAL ORLEANS, being a Subdivision of a part of the North West One-quarter (1/4), South West One-quarter (1/4), South East One-quarter (1/4) and North East One-quarter (1/4) of the South West One-quarter (1/4) of Section Twenty (20), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee.

Lots One (1) and Two (2) in Block Three (3) in ROYAL ORLEANS, being a Subdivision of a part of the North West One-quarter (1/4), South West One-quarter (1/4), South East One-quarter (1/4) and North East One-quarter (1/4) of the South West One-quarter (1/4) of Section Twenty (20), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee.

The Southwesterly 65.00 ft of Lot 6 in Block 6 in ROYAL ORLEANS ASS'N NO. 2 being a Re-Division of Lots 1, 2, 7 and 8 in Block 2, in Royal Orleans, in the NE 1/4 and the SE 1/4 of the SW 1/4 of Section 20, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin now known as Parcel Two in Certified Survey Map No. 1784, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on March 6, 1972 in Reel 639, Images 139-142, as Document No. 4657688.

The aforesaid real estate and all buildings and improvements thereon shall be known as ROYAL ORLEANS CONDOMINIUM.

### **3. Description and Location of Buildings.**

The buildings now constructed, or to be constructed, on the real estate described in Paragraph 2 above shall be numbered 1, 2 and 3, shall be two stories in height, shall have basements, shall contain a total of One Hundred and One (101) units and are fully described in Exhibit A attached hereto and made a part of this Declaration. Said buildings are constructed principally as wood frame buildings with brick veneer. The buildings are located on the real estate as indicated in the survey marked Exhibit B attached hereto and made a part of this Declaration.

### **4. Identification of Units.**

Unit shall mean a part of the Property subject to this Declaration intended for independent use and enjoyment as a single-family residential dwelling unit, consisting of one or more cubicles of air at one or more levels of space, having the following boundaries:

(a) Upper boundaries - shall be the plane of the under surface of the chords of the roof rafters, roof trusses, or ceiling joists, such that all drywall, ceiling tile, and other ceiling materials shall constitute a part of the unit.

(b) Lower boundaries - shall be the plane of the upper surface of the unpainted concrete basement floor.

(c) Vertical boundaries - shall be the exterior plane of the material constituting the wall surface material of the exterior perimeter walls of the unit, the unpainted interior surface of the perimeter basement block walls, and the plane of the outside faces of doors and windows for the unit such that all drywall, paneling and wall coverings and all doors, patio doors, door easements, interior door framing, windows, window glass, and screens shall constitute a part of the Unit.

The following items, areas and facilities shall not be considered Common Elements but shall be considered a part of the Unit owned by the Unit Owner to the extent that such items, areas, or facilities are within the exterior boundaries of the Unit or are used by or service that Unit alone: (a) equipment, appliances, fixtures, ducts, lines, pipes and laterals for services such a sewer, electrical power, gas, water, heat, air conditioning and incineration; and (b) all other apparatus, equipment, fixtures and materials used in conjunction with or servicing such unit alone.



The units are designated as 1, 2 3, etc., as set forth on Exhibit A attached hereto. A complete listing of units, together with post office address is attached hereto as Exhibit C and made a part hereof. Each unit shall include a basement, living room, dining room, kitchen, powder room, three bedrooms and a bathroom as shown on Exhibit A. Units 1, 34, 35, 71, 72 and 101 contain approximately 1208 square feet. Units 10, 11, 20, 21, 27, 28, 45, 54, 55, 77, 78, 86, 87, 94, 95 contain approximately 1176 square feet. All other units contain approximately 1122 square feet. The location, area, immediate common areas to which the units have access and further details identifying the units are as set forth in Exhibit A and B attached hereto and made a part thereof.

#### **5. Common Areas and Facilities.**

The common areas and facilities shall consist of all Royal Orleans Condominiums, except the individual units and limited common area, as each of the aforementioned is hereunder defined, including without limitation, the land on which the building or buildings are located; bearing walls; roofs; foundations; outside walls; girders, beams and supports; and the walks, driveways, parking areas, recreation areas and landscaping.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses provided that the unit owner shall do nothing to impair the structural integrity of the buildings or the soundproofing of common walls between the units, and provided further that the common areas and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement.

Easements are hereby granted and declared for the benefit of the unit owners and the association for the installation, maintenance and repair of common utility services in and on any part of the units, as described in Paragraph 4.

#### **6. Limited Common Areas.**

(a) All fenced yards, entry walks, porches, attached stairways and individual unit utility services areas which are adjacent to each unit or units and are identified as limited-common areas on Exhibit A shall be appurtenant to the particular unit or units and shall be limited common areas for the exclusive uses of the owner or owners of such unit or units.

(b) The manner of use of such limited common areas shall be governed by the By-Laws of, and such rules and regulations as may be established by the Association (hereinafter described), and no unit owner shall decorate, landscape or adorn any limited common areas, or permit such, in any manner contrary to such By-Laws and rules and regulations.

#### **7. Percentage of Ownership In Common Areas and Facilities and Limited Common Areas.**

Each unit owner shall own an undivided interest in the common areas and facilities and limited common areas as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities and limited common areas for all purposes incident to the use and

occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of undivided interest in the common areas and facilities and limited common areas relating to each unit and its owner for all purposes, including voting, shall be determined by dividing the number one (1) by the number one hundred and one (101).

**8. Purpose.**

All buildings and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the By-Laws of the Association.

**9. Service of Process.**

The person to receive service of process shall be DANIEL DROBAC, 5400 North 27th Street, Milwaukee, Wisconsin 53209, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Milwaukee County.

**10. Association of Unit Owners.**

(a) Duties and Obligations.

All unit owners shall be entitled and required to be a member of an association of unit owners to be known as the Royal Orleans Condominium Association (herein "Association") which shall be responsible for carrying out the purposes of this Declaration including the exclusive management and control of the common areas and facilities and limited common areas. Such Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and regulations of the Association.

(b) Voting Rights.

The association shall have two classes of voting membership as follows:

1. Class A -- Class A members shall be all unit owners, with the exception of the Declarant, and shall have one vote for each unit owned;
2. Class B -- Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events:
  - (a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
  - (b) December 31, 1974.

**11. Right of First Refusal and Conveyance or Other Disposition.**

No unit owner shall at any time sell, convey, contract to sell, lease or devise, whether by operation of law or otherwise, without first complying with the provisions hereinafter contained in this paragraph. No such sale, conveyance, contract of sale, devise, gift, lease, sublease, or alienation of any other kind shall be made unless the Association is given no less than fifteen days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee, or alienee.

The Association shall at all times have the first right and option to purchase or lease such unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of fifteen days following the date of receipt of notice. If the option is not exercised by the Association within fifteen days, the owner or lessee may, at the expiration of said fifteen day period and at any time within thirty days after the expiration of said period, sell or lease such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein.

In the event that the unit owner shall desire to dispose of his unit by gift or devise to other than his lawful spouse or his heirs at law under the laws of the State of Wisconsin said unit owner or his personal representative shall give the Association no less than thirty days prior written notice of the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such unit at their fair market value to be determined by a panel of three qualified appraisers one of which shall be selected by the unit owner or his legal representative, one by the Association, and the third by the two so selected, provided that the Association shall notify the unit owner or his personal representative of its intent to exercise such right and option within thirty days after the receipt of notice from the unit owner or his personal representative as provided herein.

The Association shall not exercise any of the options herein set forth to purchase or lease any unit without the prior consent of unit owners holding at least 75% of the votes entitled to be cast at any meeting duly called to consider such action.

Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the owners. Said unit ownership or interests therein shall be sold or leased by the Association for the benefit of the owners. All proceeds of such sale or leasing after payment of borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish and may thereafter be disbursed at such time and in such manner as the Association shall determine.

**12. Right of Declarant to Dispose of Units.**

The provisions of paragraph 11 shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of all 101 units. Declarant shall have the right to dispose of units by land contract or by such other form of installment sale as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any unit as the result of the default of a purchaser under such an installment sale Declarant shall be free to dispose of any such unit by any means whatsoever, free of any restrictions set forth in paragraph 11 above. Nothing herein contained shall in any way restrict Declarant's right to lease units not otherwise disposed of.

### 13. Unit Owner's Rights with Respect to Interiors.

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, provided that such unit owner shall take no action which in any way will materially change any common walls. Partition walls of a nonstructural nature may be erected pursuant to the terms of paragraph 5 above.

### 14. Repairs and Maintenance.

#### (a) Common Areas and Facilities.

The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives and access routes, and maintenance and repair of all landscaping except for plantings in patios and courtyards.

#### (b) Limited Common Areas and Individual Units.

Each unit owner shall keep the limited common area appurtenant to his unit, as defined in paragraph 6 hereof and as described in Exhibit A, in a good, clean, sanitary and attractive condition.

Each unit and all its facilities, and other fixtures, appliances and equipment located within or designed as a part of such unit shall at all times be maintenance by the Unit Owner, at such Unit Owner's expense. Except for those portions which the Association is required to maintain and repair hereunder, if any, each Unit Owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit.

#### (c) Prohibition Against Structural Changes by Owner.

A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common areas and facilities. A unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

#### (d) Entry For Repairs.

The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little

inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

(e) Association Personnel.

The Association may obtain and pay for services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such personnel as it shall determine to be necessary or advisable for the proper operation of the project. The Association may arrange with others to furnish lighting, heating, water, trash collections, sewer service and such common services as may be required to each unit.

**15. Destruction and Reconstruction.**

In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all unit owners agree not to rebuild or repair. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than 5% from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided in paragraph 16 hereof. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

**16. Insurance.**

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for all unit owners and their respective mortgages as their interests may appear. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, within thirty (3) days prior written notice to the Association giving it an opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with paragraph 15 hereof, the proceed of the insurance shall be paid to the Association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any as their respective interests may appear.



If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary powers to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any insurance coverage on his improvements or betterments which will not duplicate any insurance provided by the Association of Unit Owners.

The Board of Directors shall also provide public liability insurance covering the common areas and facilities and general common areas in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time. The Board of Directors may also provide "additional living expense" insurance for the benefit of unit owners.

**17. Liability For Common Expenses.**

The costs of administration of the Association, repair, maintenance and other expenses of the common areas and facilities and limited common areas, shall be paid for by the Association and assessments shall be made against the unit owners, as well as the units themselves, for such expenses as provided by the By-Laws of said Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use of enjoyment of any of the common, or limited common areas and facilities or by the abandonment of his unit; and no conveyance shall relieve the unit owner grantor therein or his unit of such liability, and he shall be jointly, severally and personally liable for such common expenses along with his grantee in any such conveyance until all expenses charged to his unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, as provided in the "Act," until paid, against the unit to which charged without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to units.

**18. Partition of Common Elements Prohibited.**

There shall be no partition of the common areas and facilities and limited common areas through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners.

**19. Conveyance to Include Interests in Common Areas and Facilities and Limited Common Areas.**

No unit owners shall execute any deed, mortgage, lease or other instrument affecting title to such ownership without including therein both their interest in the unit and their corresponding percentage of ownership in the common, and limited common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership.

Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

**20. Failure of Association to Insist on Strict Performance No Waiver.**

The failure of the Association to insist in any one or more instances, 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 for the future, of such term, covenant, condition or restriction, but 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 by the Association.

**21. Amendments to Declaration.**

Except as otherwise provided by the "Act," with respect to percentage of interest as provided in paragraph 7 hereof, this Declaration may be amended by an affirmative vote of not less than 3/4 of all votes entitled to be cast by unit owners in the condominium project following the initial sale of all 101 units by the Declarant herein. Prior to such time the consent in writing of the Declarant, his successors or assigns, shall also be required. Copies of such amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association. This Declaration shall not be revoked except as provided by law.

**22. Notices.**

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and such Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

**23. Easements, Reservations and Encroachments.**

(a) Easements are hereby declared and granted for the benefit of the unit owners, the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common areas and facilities.

(b) In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common areas and facilities, or limited common areas, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the

common areas and facilities, or limited common areas, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common areas or facilities, or limited common areas, if such encroachment occurred due to the willful conduct of said owner or owners.

(c) All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this paragraph 23.

#### **24. Pool and Cabana.**

The Declarant is the owner of a 16 unit apartment building on the following described land, which land is adjacent to some of the land made subject to the provisions of this Declaration:

Lot 6, with the exception of the southwesterly 65 feet thereof, and all of Lot 7 in Block 6, in Royal Orleans Addition No. 2, being a redivision of Lots, 1, 2 7 and 8 in Block 2, in Royal Orleans, in the NE 1/4 and in the SE 1/4 of the SW 1/4 of Section 20, T 8 N, R 21 E, in the City of Milwaukee, now known as Parcel 1 of the CERTIFIED SURVEY MAP NO. 1784, recorded in the Office of the Register of Deeds of Milwaukee County on March 6, 1972 in Reel 639, Images 139 to 142 inclusive, as Document No. 4657688.

The Declarant reserves for the benefit of himself and his heirs, successors and assigns, the right at any time and from time to time to permit present and future tenants, occupants, owners, and their respective families, invitees, and guests, of such 16 unit apartment to make use of and enjoy the pool and cabana to be constructed on the land made subject to this Declaration on the condition that the Declarant or any subsequent owner of such 16 unit apartment prior to exercising such right of use shall agree to pay a pro rata share of the costs and expenses of the operation and maintenance of such pool and cabana during the period of any such use, said pro rate share to be based upon the total number of living units, including the 101 units creating this Declaration, having the use and enjoyment of said pool and cabana.

#### **25. Number and Gender.**

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.



26. Severability.

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

27. Homestead.

This is not homestead property.

IN WITNESS WHEREOF, the said DANIEL DROBAC, Declarant, has hereto set his hand and seal at Milwaukee, Wisconsin, this 22nd day of May, 1972.

In Presence of:

s/Daniel Drobac (SEAL)  
Daniel Drobac

\_\_\_\_\_  
\_\_\_\_\_

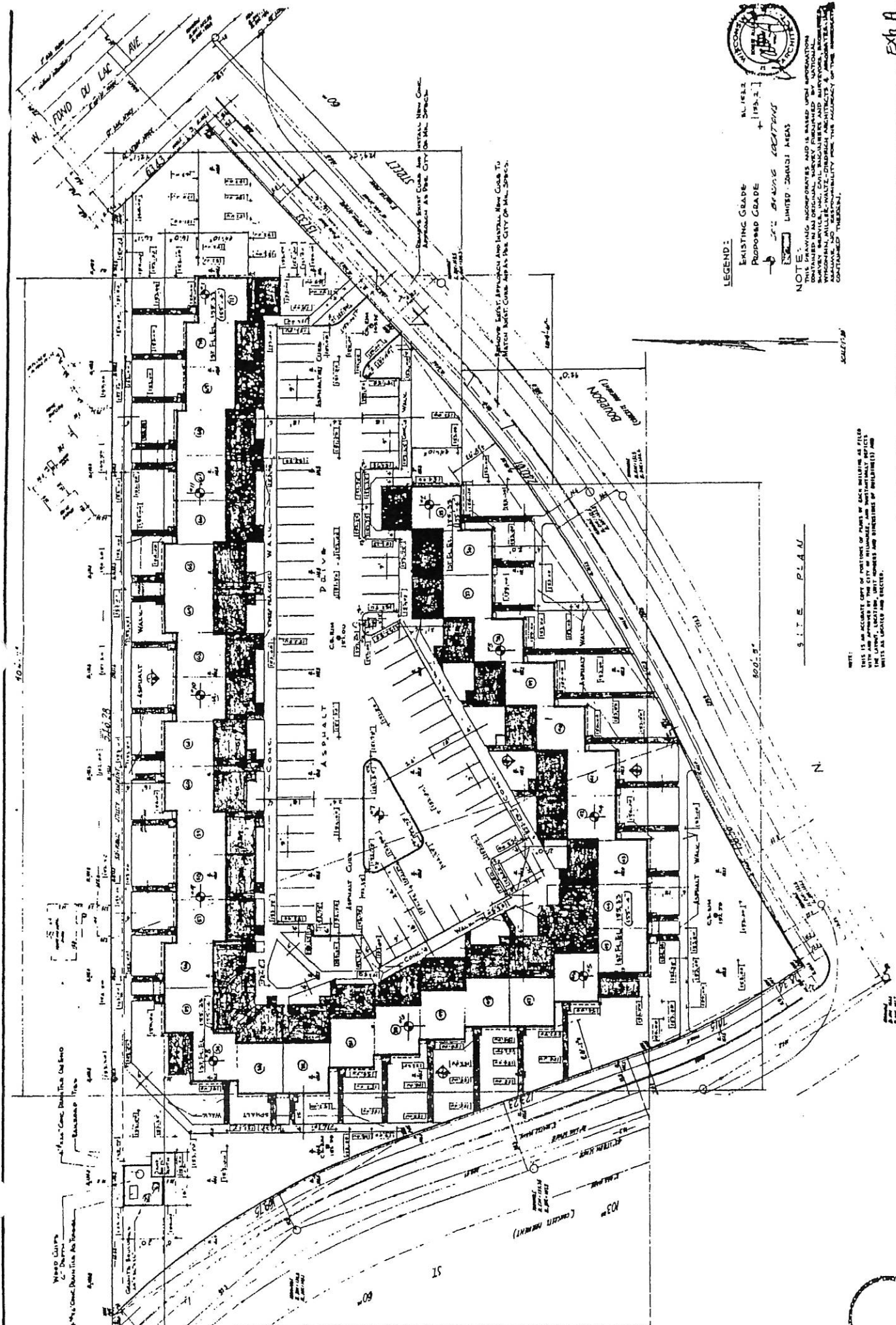
STATE OF WISCONSIN )  
                                  : ss.  
MILWAUKEE COUNTY )

Personally came before me this 22nd day of May, 1972, DANIEL DROBAC, to me known as the person who executed the foregoing instrument and acknowledged the same.

IT WITNESS WHEREOF, I hereunto set my hand and official seal, this 22nd day of May, 1972.

s/Samuel J. Recht  
Notary Public, Milwaukee County, Wis.  
My commission: is permanent

This instrument was drafted by Samuel J. Recht, Brady, Tyrrell, Cotter & Cutler, 735 North Water Street, Milwaukee, Wisconsin 53202.



**LEGEND:**  
 EXISTING GRADE  
 PROPOSED GRADE  
 SEE DRAWING 100770-10  
 LIMITED WORK AREAS

**NOTE:**  
 THIS DRAWING INCORPORATES AND IS BASED UPON INFORMATION FROM THE CITY OF MILWAUKEE, WISCONSIN, AND THE MILWAUKEE PUBLIC WORKS DEPARTMENT. THE DRAWING IS THE PROPERTY OF THE ARCHITECT AND HIS FIRM. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.

SITE PLAN

NOTE: THIS IS AN ACCURATE COPY OF PORTIONS OF PLANS OF EACH BUILDING AS FILED WITH THE CITY OF MILWAUKEE, WISCONSIN, AND THE MILWAUKEE PUBLIC WORKS DEPARTMENT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.

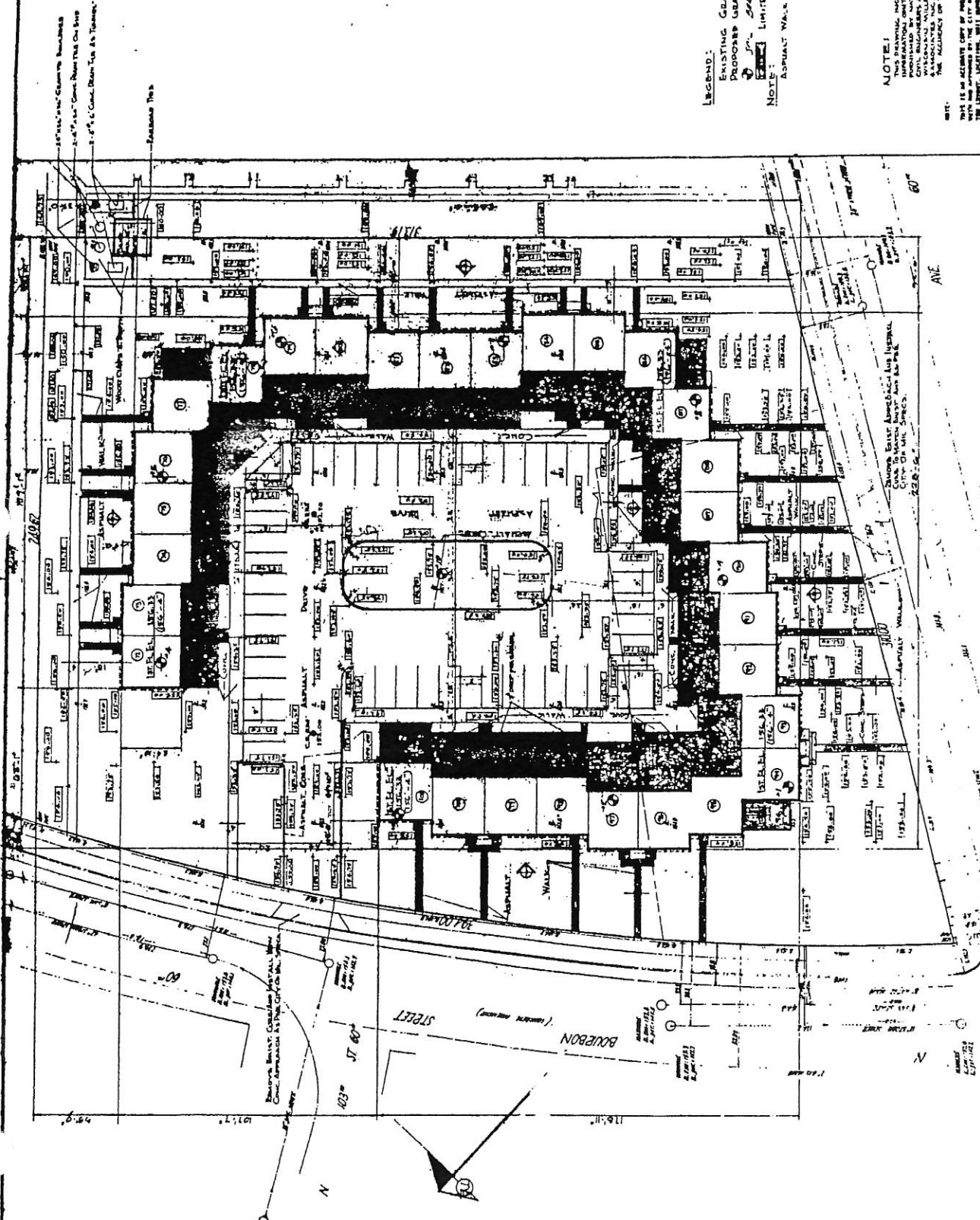


EXHA

EXHIBIT A  
SHEET

LEGEND:  
 EXISTING GRADES  
 PROPOSED GRADES  
 1/4" = 10'0" EAST-WEST  
 1/4" = 10'0" NORTH-SOUTH  
 LIMITED CONCRETE AREAS  
 ASPHALT WALK BETWEEN CONC. STEPS

NOTE:  
 THIS DRAWING, INCORPORATED AND IS BASED UPON INFORMATION OBTAINED IN AN ORIGINAL SURVEY CONDUCTED BY THE ENGINEER AND SURVEYORS, BRONKHORST, CIVIL ENGINEERS AND SURVEYORS, INCORPORATED, 100 WEST WISCONSIN AVENUE, MILWAUKEE, WISCONSIN. THE ACCURACY OF THE INFORMATION CONTAINED HEREIN IS NOT GUARANTEED BY THE ENGINEER.  
 THIS IS AN ACCURATE COPY OF THE ORIGINAL SURVEY AND THE ORIGINAL SURVEY IS ON FILE IN THE OFFICE OF THE ENGINEER.  
 DATE: JUNE 1931



SCALE: 1/4" = 10'0"  
 1/4" = 10'0"

WENNAU  
 (Contract number)

ROYAL ORLEANS CONDOMINIUM BUILDING (FOR OTHER NAME)  
 MILWAUKEE, WISCONSIN

SITE PLAN  
 1/16-C10

BATCH 19-1971  
 MAY-JUNE 1971

Case 11

1/16-C10

1/16-C10

1/16-C10

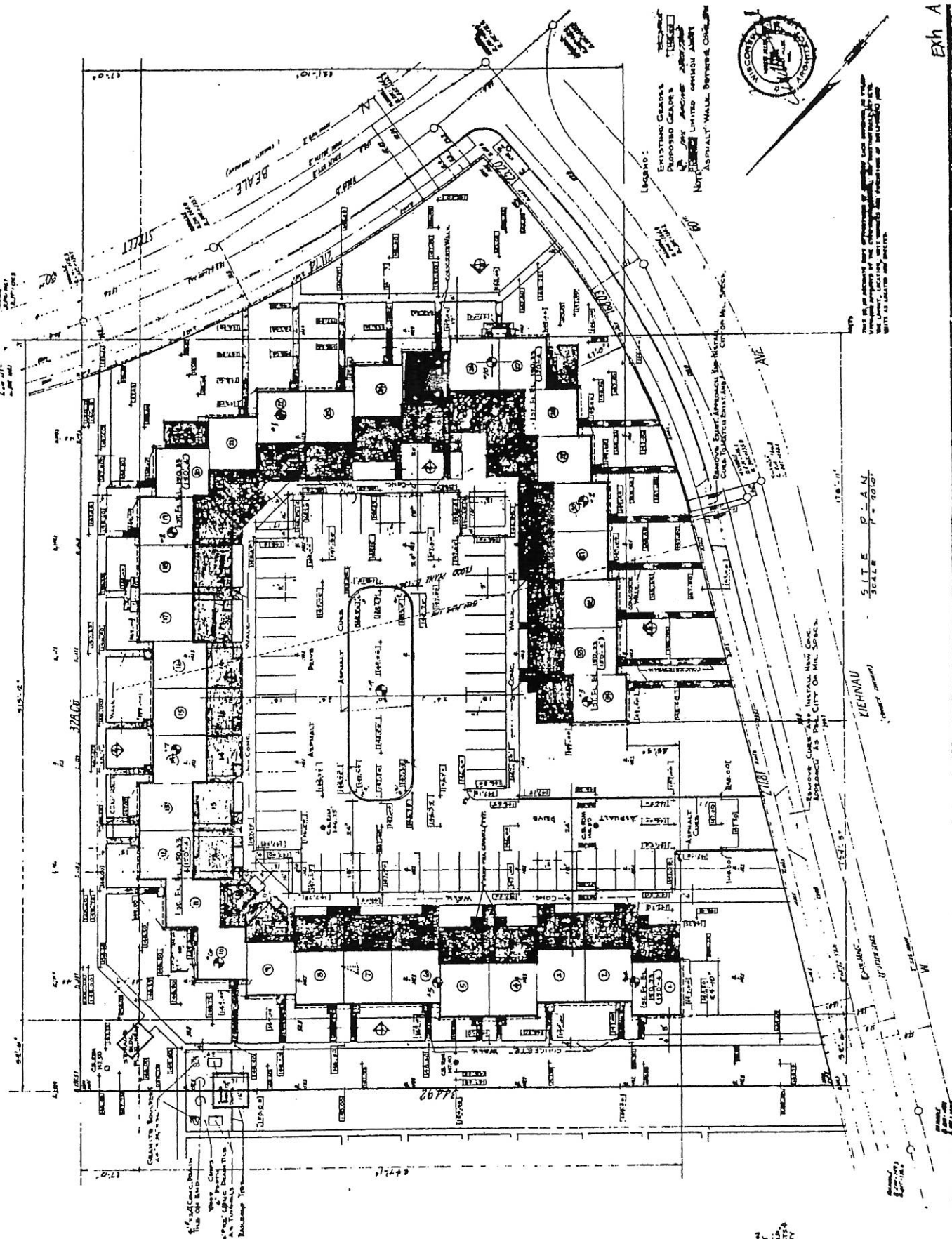
1/16-C10

1/16-C10

1/16-C10

1/16-C10

1/16-C10



**NOTE:**  
 THIS DRAWING INCORPORATES AND IS BASED UPON  
 INFORMATION SUPPLIED BY THE CLIENT AND  
 CONSULTANTS. THE ARCHITECT ASSUMES NO  
 LIABILITY FOR THE ACCURACY OF THE INFORMATION  
 CONTAINED THEREIN.

SITE PLAN  
 SCALE 1" = 20'-0"





EXHIBIT A  
SHEET 4

FLOOR PLANS AND  
ELEVATION of TYPICAL UNIT

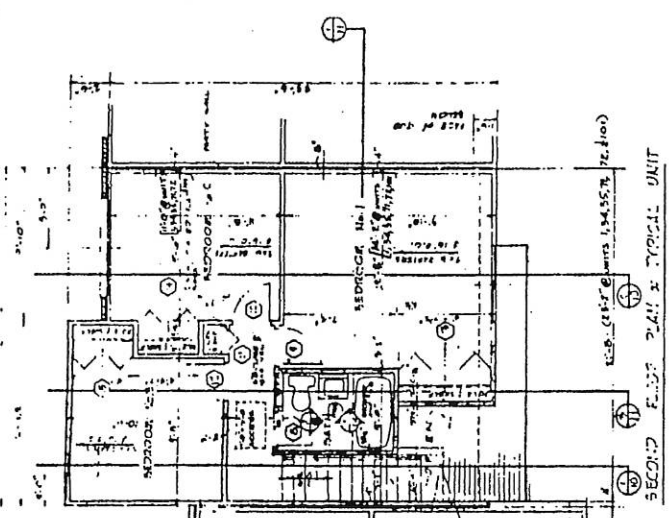
ALWAUERE, WISCONSIN

ARCH 17, 1971

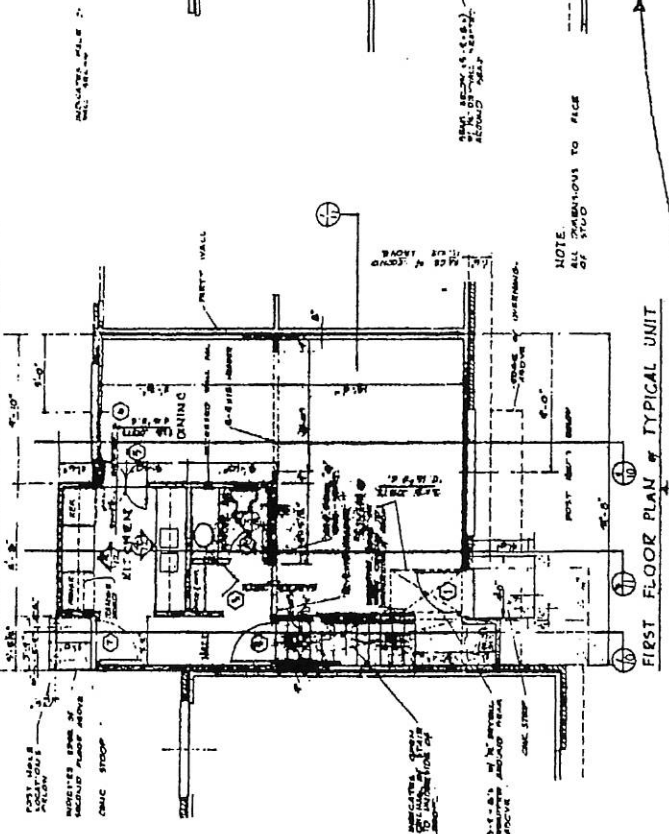
PROJECT: RESIDENTIAL TYPICAL UNIT

THIS IS AN ACCURATE COPY OF THE ORIGINAL DRAWING AS SUBMITTED TO THE BOARD OF ARCHITECTS OF THE STATE OF WISCONSIN. THE ARCHITECT, HOWEVER, WILL NOT BE RESPONSIBLE FOR ANY CHANGES OR MODIFICATIONS MADE TO THE ORIGINAL DRAWING.

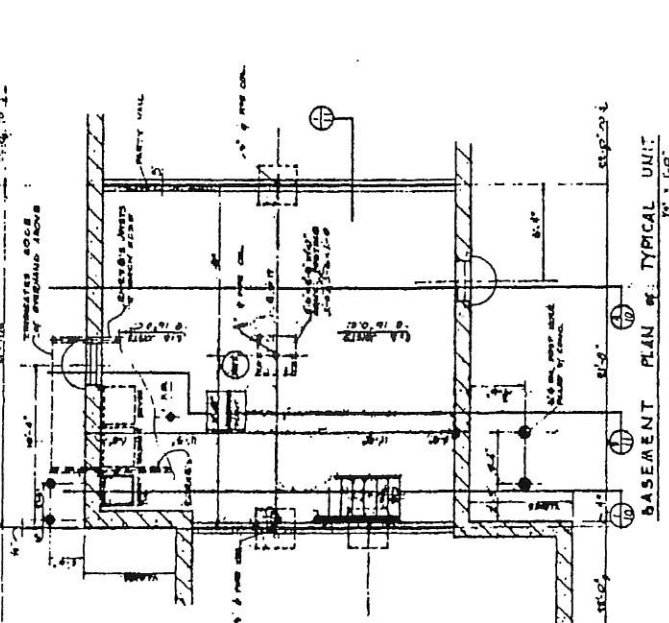
DATE: 10/20/71



SECOND FLOOR PLAN of TYPICAL UNIT

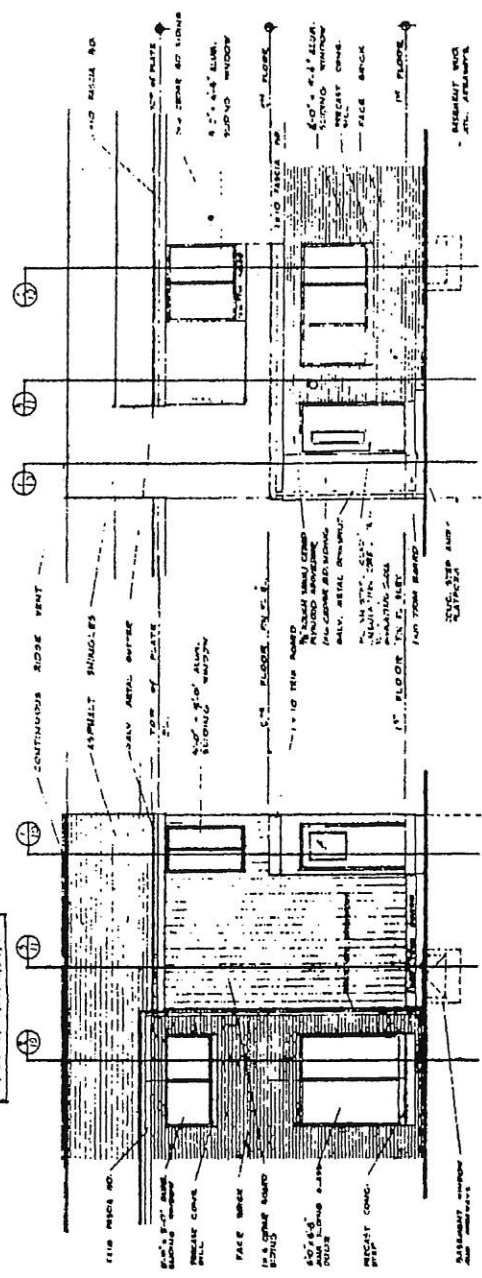


FIRST FLOOR PLAN of TYPICAL UNIT

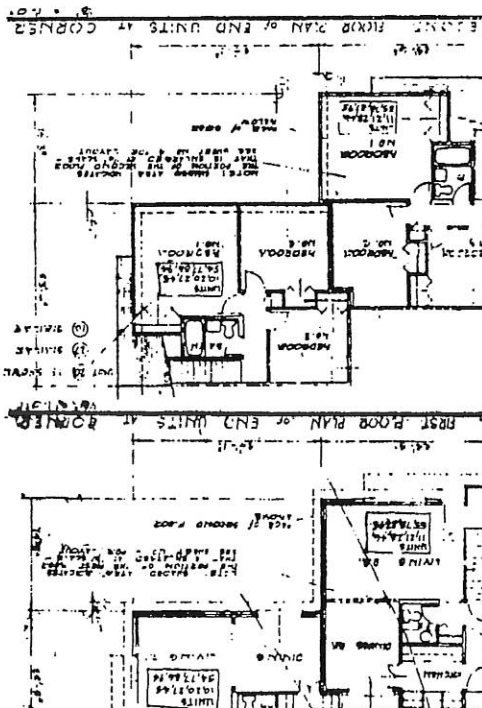


BASEMENT PLAN of TYPICAL UNIT

ALL UNITS EXCEPT  
10, 20, 31, 45, 54, 72, 84, 114  
11, 21, 28, 46, 55, 70, 87, 115

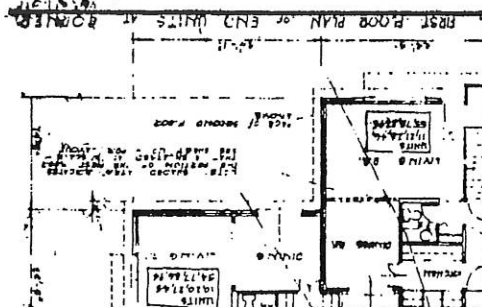
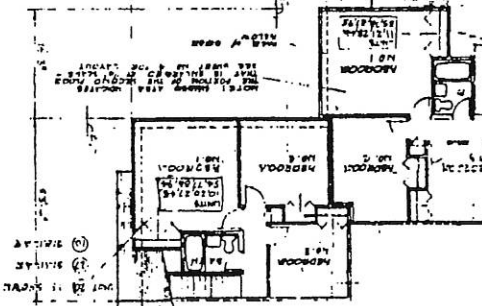


FRONT ELEVATION of TYPICAL UNIT



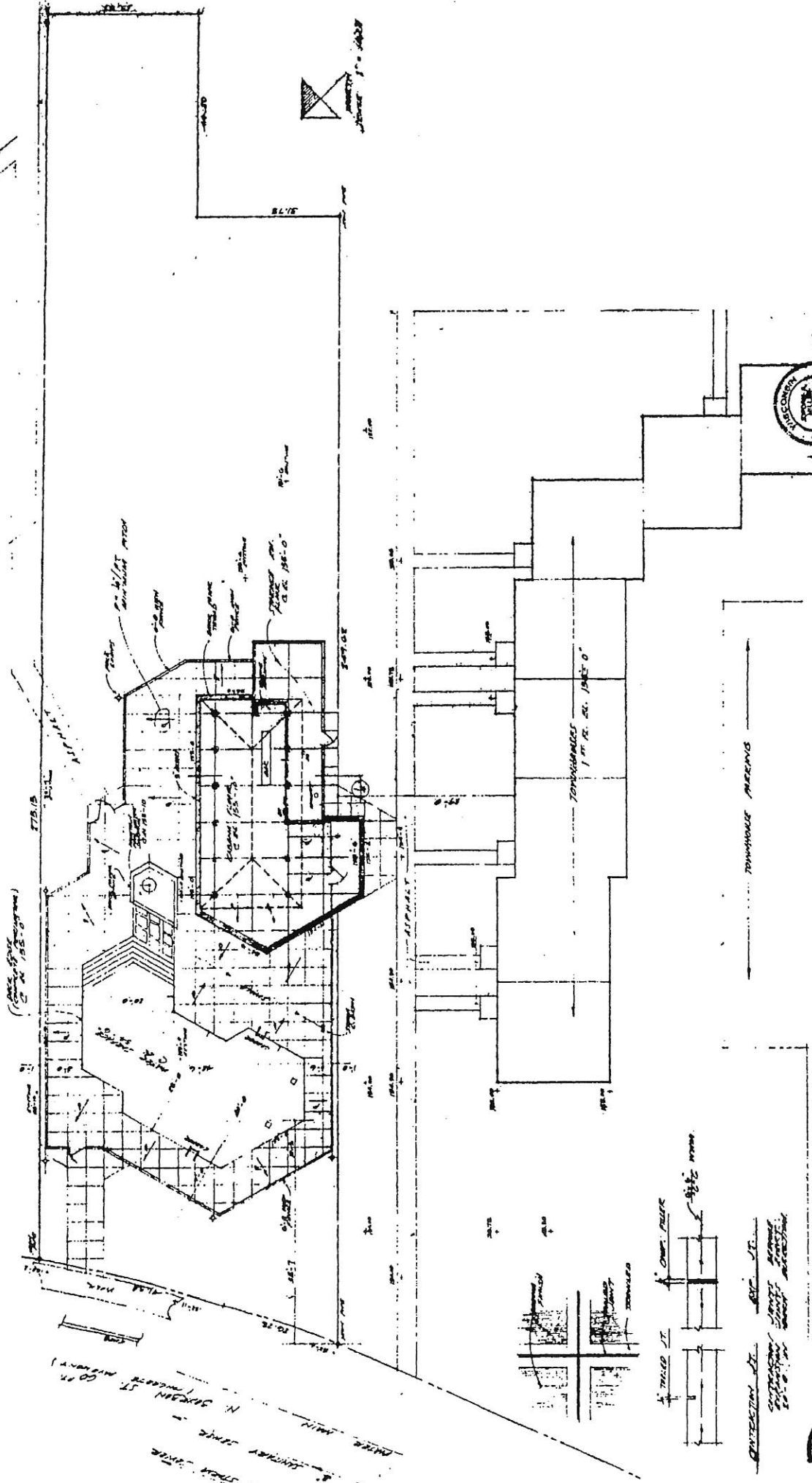
REAR ELEVATION of TYPICAL UNIT

TYPICAL REAR END FLOOR PLAN of END UNITS at CORNER



NOTES:  
1. FINISHES AS SHOWN  
2. SEE NOTES ON SHEET 1

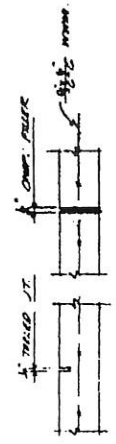




Exh A

4-21-1972

SWIMMING POOL & CABANA  
 DETAIL SECTION THROUGH TOWNHOUSE

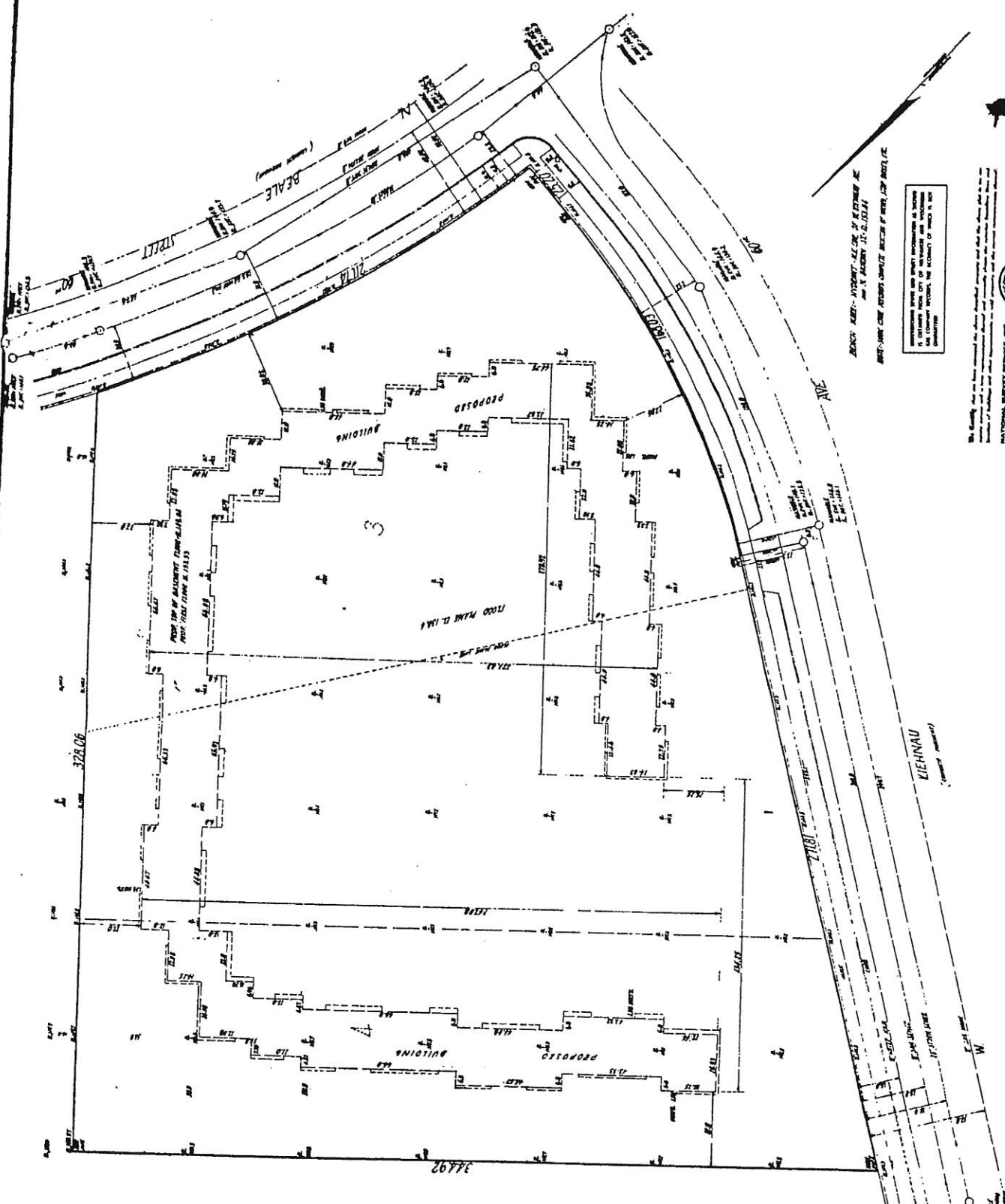


SECTION II  
 THROUGH SWIMMING POOL  
 DETAIL SECTION THROUGH TOWNHOUSE



PLAT OF SUBDIVISION  
 BEING A PART OF THE  
 BEING A PART OF THE  
 BEING A PART OF THE  
 BEING A PART OF THE

344.92  
 328.06  
 1100 N. LAKE ST.  
 PROPOSED BUILDING

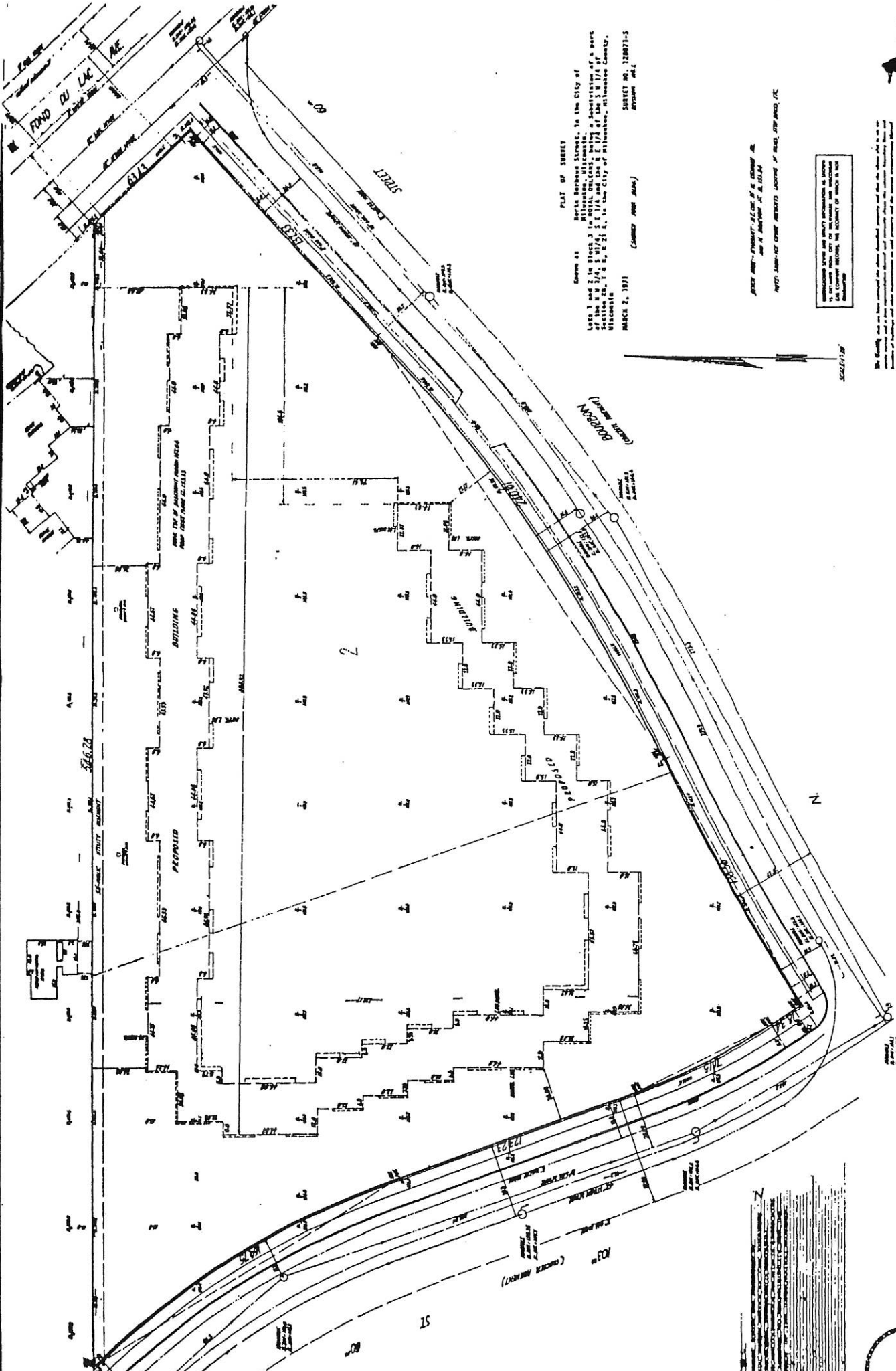


NOTE:  
 THE PLANNING, SURVEYING AND ENGINEERING WORK SHOWN ON THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR AND ENGINEER.

AGENCY: K&E ENGINEERING, INC.  
 1100 N. LAKE ST., MILWAUKEE, WIS. 53233  
 DATE: MARCH 17, 1971

THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR AND ENGINEER.

ROYAL ORLEANS CONDOMINIUMS  
 BEING A PART OF THE  
 BEING A PART OF THE  
 BEING A PART OF THE



PLAT OF SUBSECT  
 Section as  
 Lots 1 and 2 in Block 3 in  
 of the 1/4, 2 1/4, 3 1/4, 4 1/4 and the 1/2 of the 1/4 of  
 Wisconsin  
 MARSH 2, 1971 (CORRECTED FROM 1971-5)  
 SECTION 10, T. 12 N., R. 12 E., S. 12 W.,  
 WISCONSIN

JOHN W. WILSON, SURVEYOR  
 10777 WISCONSIN STREET, MILWAUKEE, WIS.

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF  
 ALL ANGLES ARE IN DEGREES AND DECIMALS THEREOF  
 ALL BEARINGS ARE TRUE BEARINGS

SCALE 1" = 100'

THE SURVEY WAS MADE BY THE SURVEYOR AND THE ACCURACY OF THE SURVEY IS GUARANTEED BY THE SURVEYOR'S LICENSE AND THE SURVEYOR'S LIABILITY INSURANCE POLICY.  
 NATIONAL SURVEY SERVICE, INC.  
 10777 WISCONSIN STREET, MILWAUKEE, WIS.



MILWAUKEE, WISCONSIN

MARCH 19, 1971

SURVEY 34621

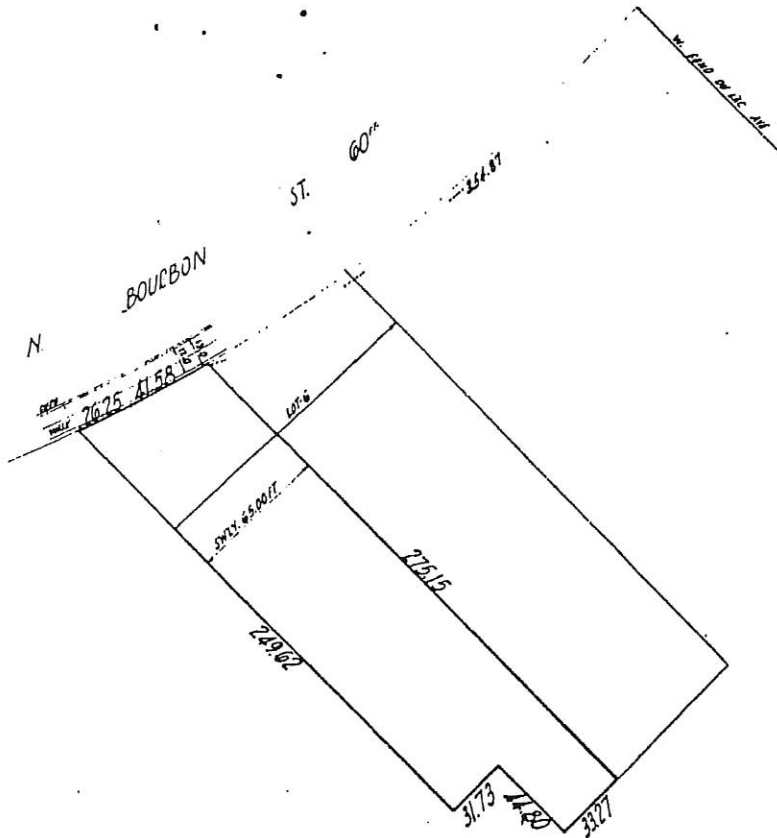
B-2





**Plan of Survey**

Known as North Bourbon Street, in the City of Milwaukee, Milwaukee County, Wisconsin  
 The Southwesterly 65.00 ft of Lot 6 in Block 6 in ROYAL ORLEANS ADD'M. NO. 2, being a Re-Division of Lots 1, 2, 7 and 8 in Block 1, in Royal Orleans, in the NE 1/4 and the SE 1/4 of the SW 1/4 of Section 20, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin To be known as Parcel No. in P M Land Company Certified Survey Map No. 1784  
 April 2, 1971 Survey No. 130161-M



SCALE: 1"=40'

We Certify that we have surveyed the above described property and that the above plat is an accurate survey and a true representation thereof and correctly shows the exterior boundary lines and location of buildings and other improvements on said property and the correct measurements thereof.

NATIONAL SURVEY SERVICE, INC.  
 CIVIL ENGINEERS AND SURVEYORS  
 2410 NORTH 12TH STREET MILWAUKEE, WISCONSIN 53205



*Kenneth C. Sude*  
 SURVEYOR



DOCUMENT DATE:	DRAWING DESCRIPTION:	PROJECT:	SHEET:
MILWAUKEE, WISCONSIN	4 / 21 / 1972	SURVEY	34601
			EXHIBIT 'B' SHEET 4

B-4

EXHIBIT C TO ROYAL ORLEANS CONDOMINIUM

<u>Unit</u>	<u>Street Address</u>
1	10168 West Kiehnau Avenue
2	10166 " " "
3	10164 " " "
4	10162 " " "
5	10160 " " "
6	10158 " " "
7	10156 " " "
8	10154 " " "
9	10152 " " "
10	10150 " " "
11	10148 " " "
12	10146 " " "
13	10144 " " "
14	10142 " " "
15	10140 " " "
16	10138 " " "
17	10136 " " "
18	10134 " " "
19	10132 " " "
20	10130 " " "
21	10128 " " "
22	10126 " " "
23	10124 " " "
24	10122 " " "
25	10120 " " "
26	10118 " " "
27	10116 " " "
28	10114 " " "
29	10112 " " "
30	10110 " " "
31	10108 " " "
32	10106 " " "
33	10104 " " "
34	10102 " " "
35	6601 North Bourbon Street
36	6603 " " "
37	6605 " " "
38	6607 " " "
39	6609 " " "
40	6611 " " "
41	6613 " " "
42	6615 " " "
43	6617 " " "
44	6619 " " "
45	6621 " " "
46	6623 " " "
47	6625 " " "
48	6627 " " "
49	6629 " " "
50	6631 " " "

EXHIBIT C TO ROYAL ORLEANS CONDOMINIUM (cont'd)

<u>Unit</u>	<u>Street Address</u>
51	6633 North Bourbon Street
52	6635 " " "
53	6637 " " "
54	6639 " " "
55	6641 " " "
56	6643 " " "
57	6645 " " "
58	6647 " " "
59	6649 " " "
60	6651 " " "
61	6653 " " "
62	6655 " " "
63	6657 " " "
64	6659 " " "
65	6661 " " "
66	6663 " " "
67	6665 " " "
68	6667 " " "
69	6669 " " "
70	6671 " " "
71	6673 " " "
72	6540 " " "
73	6542 " " "
74	6544 " " "
75	6546 " " "
76	6548 " " "
77	6550 " " "
78	6552 " " "
79	6554 " " "
80	6556 " " "
81	6558 " " "
82	6560 " " "
83	6562 " " "
84	6564 " " "
85	6566 " " "
86	6568 " " "
87	6570 " " "
88	6572 " " "
89	6574 " " "
90	6576 " " "
91	6578 " " "
92	6580 " " "
93	6582 " " "
94	6584 " " "
95	6586 " " "
96	6588 " " "
97	6590 " " "
98	6592 " " "
99	6594 " " "
100	6596 " " "
101	6598 " " "