



**601 LOFTS CONDOMINIUM**  
**DISCLOSURE MATERIALS**

NAME OF CONDOMINIUM: 601 LOFTS CONDOMINIUM, 601 EAST OGDEN AVENUE,  
MILWAUKEE, WI 53202

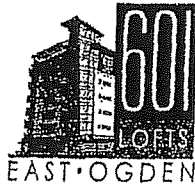
DECLARANT/SELLER: 601 EAST OGDEN, LLC, 259 WEST BROADWAY, #100,  
WAUKESHA, WI 53186

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The disclosure materials that Seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

- TAB 1: EXECUTIVE SUMMARY – The executive summary highlights for a buyer a a condominium unit essential information regarding the condominium.
- TAB 2: DECLARATION OF CONDOMINIUM – The declaration establishes and describes the condominium, the units and the common areas.
- TAB 3: BYLAWS – The bylaws contain rules which govern the condominium and affects the rights and responsibilities of unit owners.
- TAB 4: RULES & REGULATIONS – The rules and regulation contain the initial rules and regulations which affects the rights and responsibilities of unit owners.
- TAB 5: ARTICLES OF INCORPORATION FOR FIRST PLACE CONDOMINIUM OWNERS' ASSOCIATION, INC. – the operation of the condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation.
- TAB 6: ANNUAL OPERATING BUDGET – The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments.

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISION CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU, AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT FO SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF SELLER DELIVERS LESS THAN ALL THE DOCUMENTS REQUIRED, YOU MAY WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF ALL DOCUMENTS, DELIVER A REQUEST FOR ALL MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.



## EXECUTIVE SUMMARY 601 LOFTS CONDOMINIUM

Unless otherwise defined herein, all capitalized terms have the meanings ascribed to such terms in the Declaration of Condominium of 601 LOFTS Condominium (the "Declaration").

1. Condominium Identification. The name of the condominium is 601 LOFTS Condominium (the "Condominium").
2. Expansion Plans. There are no expansion plans for the Condominium. The Condominium shall contain one building, as further described in Section 5 of the Declaration.
3. Governance. All Commercial and Residential Unit owners shall be members of an Association to be known as **601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.** (the "Association"). The initial registered office of the Association shall be 259 West Broadway, Suite 100, Waukesha, WI 53186. The initial registered agent of the Association shall be Scott C. Fergus. As further described in the Bylaws, certain duties of the Association may be delegated to, as applicable, the Commercial or Residential Committee. The Association shall be responsible for carrying out the purposes of the Declaration, the Bylaws and the Rules and Regulations. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.
4. Maintenance And Repair Of Units. Please refer to Section 6 of the Declaration.
5. Maintenance, Repair, And Replacement Of Common Elements. Please refer to Section 6.8 of the Bylaws for 601 LOFTS Condominiums.
6. Rental Of Units. Please refer to Section 14 of the Declaration and Section 8 of the Bylaws.
7. Unit Alterations. Please refer to Sections 9.2 and 10.2 of the Declaration.
8. Parking. As further described in the specific offer to purchase a Unit, the purchase price of each Commercial Unit and each Residential Unit shall include, as

**EXECUTIVE SUMMARY  
601 LOFTS CONDOMINIUM**

11. Fees on New Unit. Upon the closing of the purchase and sale of a Unit, each purchaser shall be required to deposit two (2) months association dues associated with such Unit as a reserve, to ensure that the Association has adequate start-up reserves for the operation and maintenance of the Condominium. The exact dollar amount of monthly dues associated with each Unit is on file with the listing broker. Also, please refer to Section 6.1 of the Bylaws.
12. Amendments. The process for amendment of the: (i) Declaration is described in Section 20 of the Declaration; AND (ii) Bylaws is described in Section 12 of the Bylaws.
13. Management Contracts; Leasehold Contracts; Contracts with Declarant. The contracted Management Company is Real Estate Specialists. Managing Agent is Tricia Tucker, ARM. Mailing Address is : PO Box 438, Pewaukee, WI 53072. 262.695.8844 direct ... email: [tricia@realesatespl.com](mailto:tricia@realesatespl.com). There are no Leasehold Contracts or Contract with the Declarant.

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**DECLARATION OF CONDOMINIUM  
OF  
601 LOFTS CONDOMINIUM**

**THIS DECLARATION** ("Declaration") is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, as amended from time to time or any corresponding provisions of succeeding law (the "Act") this 9th day of March, 2005, by 601 EAST OGDEN LLC, a Wisconsin limited liability company ("Declarant").

**SECTION 1 -- STATEMENT OF DECLARATION**

Declarant hereby declares that it is the sole owner of the real property described in Section 4 hereof (the "Land"), together with all buildings and improvements thereon or to be constructed thereon (the "Building"). The Land and the Building are hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. The covenants, conditions and restrictions contained in this Declaration and the appendices and exhibits to the Declaration, shall be enforceable legal and equitable covenants, shall 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. As of the date set forth above, no Person holds a mortgage against the Land.

**SECTION 2 -- DEFINITIONS**

For convenience of presentation, definitions of certain of the terms used in the Declaration are set forth below:

"Act" has the meaning set forth in the Recitals.

"Association" means 601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.

"Board" refers to the Board of Directors of the Association that oversees and as has final authority over, as applicable, the decisions of the Residential Committee and of the Commercial Committee.

"Building" refers to the structure and improvements including above and below grade segments located at 601 East Ogden Avenue, Milwaukee, Wisconsin, in which the Units of the Condominium are located.

"Bylaws" refers to the Bylaws governing the operations of the Condominium, which are adopted by the Association, as amended from time to time.

"Commercial Committee" refers to the board of managers comprised of representatives of the Commercial Unit Owners, who, with the Board's approval, have the authority to administer the activities as described in the Bylaws.

"*Commercial Common Charges*" refers to assessments payable to the Association by the Commercial Unit Owners for the purpose of meeting: (a) Commercial Common Expenses and (b) each Commercial Unit Owner's pro rata share of General Common Expenses.

"*Commercial Common Expenses*" refers to the costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Commercial Common Elements and Commercial Limited Common Elements.

"*Commercial Common Elements*" refers to those Common Elements which serve or benefit exclusively the Commercial Units and/or the Commercial Unit Owners.

"*Commercial Limited Common Elements*" refers to those Common Elements which serve or benefit one or more but not all of the Commercial Units and/or the Commercial Unit Owners.

"*Commercial Parking Unit*" means a Unit that may only be used for parking uses by an owner of a Commercial Unit and such Person's, invitee or customer, as set forth in this Declaration.

"*Commercial Section*" refers to the Commercial Units, the Commercial Parking Units, the Commercial Common Elements and the Commercial Limited Common Elements.

"*Commercial Unit*" or "*Commercial Units*" refers to the Retail Units located on the first floor of the Building.

"*Commercial Unit Owners*" refers to the Person or Persons who own the Retail Units.

"*Common Charges*" refers to the sum of the General Common Charges, Commercial Common Charges, and Residential Common Charges.

"*Common Elements*" when such terms appears herein without the prefatory descriptors, "General," "Residential," "Residential Limited," "Commercial" or "Commercial Limited;" refers to the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements, the Commercial Common Elements and the Commercial Limited Common Elements.

"*Common Expenses*" refers to the General Common Expenses, the Residential Common Expenses, and the Commercial Common Expenses.

"*Common Interest*" refers to the proportionate undivided interest, expressed as a numerical percentage, in the General Common Elements appertaining to each Unit determined in accordance with the Declaration. **When the context requires a particular percentage of Common Interests to be calculated and such required percentage is in terms of Residential Unit Owners, as a group, or Commercial Unit Owners, as a group, (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners.**

"*Condominium*" refers to 601 LOFTS CONDOMINIUM.

"*Damaged Premises*" has the meaning set forth in Section 15.1.

"*Declarant*" refers to 601 EAST OGDEN, LLC, a Wisconsin limited liability company, and its successors and assigns.

"*Declaration*" refers to the instrument creating the Condominium, as the same may be amended from time to time.

"*Facility*" or "*Facilities*" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, basket, mail box, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

"*Floor Plans*" refers to the floor plans of the Building, as the same may be amended from time to time.

"*General Common Charges*" refers to assessments payable to the Board by the Residential Committee and the Commercial Committee for the purpose of meeting General Common Expenses.

"*General Common Elements*" refers to the Land and all parts of the Building, including its foundations, roofs and supports, other than all of the following: (i) the Units; (ii) the Residential Common Elements; (iii) the Commercial Common Elements; (iv) the Residential Limited Common Elements; and (v) the Commercial Limited Common Elements.

"*General Common Expenses*" refers to costs and expenses incurred or projected and attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements.

"*Limited Common Elements*" has the meaning set forth in Section 7.3.

"*Partition Proceeds*" has the meaning set forth in Section 15.2.

"*Permitted Mortgage*" refers to a mortgage permitted to be placed upon a Unit or Units pursuant to the provisions of the Bylaws.



*"Permitted Mortgagee"* means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, the Federal National Mortgage Association FANNIE MAE, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or Veterans Administration, or any institution under the conservatorship or receivership of the Federal Deposit Insurance Corporation or any such affiliate who shall hold or guaranty mortgage on the Condominium, including, without limitation, the Declarant, if the Declarant holds a mortgage on the Condominium.

*"Person"* means any association, corporation, stock company, estate, general partnership, limited association, limited liability company, foreign limited liability company, joint venture, limited partnership, registered limited liability partnership, natural person, real estate investment trust, business trust or other trust, custodian, nominee or other individual in its own or any representative capacity. In addition, the term means the heirs, executors, administrators, legal representatives, successors and assigns of that "Person" where the context so permits.

*"Plat"* means the condominium plat of 601 LOFTS CONDOMINIUM.

*"Property"* refers to the Land, the Building and the appurtenances thereto.

*"Residential Committee"* refers to the board of managers representing the Residential Unit Owners, who, with the Board's approval, have the authority to administer the activities as described in the Bylaws.

*"Residential Common Charges"* refers to assessments payable to the Residential Committee by Residential Unit Owners for the purpose of meeting Residential Common Expenses and each Residential Unit Owner's pro rata share of General Common Charges.

*"Residential Common Elements"* refers to those Common Elements which serve or benefit exclusively the Residential Units and/or the Residential Unit Owners.

*"Residential Common Expenses"* refers to the costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Common Elements and the Residential Limited Common Elements.

*"Residential Limited Common Elements"* refers to those Common Elements which serve or benefit exclusively one or more but not all the Residential Units and/or the Residential Unit Owners.

*"Residential Section"* refers to the Residential Units, the Residential Common Elements and the Residential Limited Common Elements.

*"Residential Unit"* refers to any Unit designated as a Residential Unit in the Declaration.

*"Residential Unit Owner"* refers to any Person who owns a Residential Unit, and all such owners are, collectively, referred to as "Residential Unit Owners."

"Retail Unit" refers to the retail stores, shops, restaurants or other commercial enterprises located on the first floor of the Building.

"Rules and Regulations" refers to the rules and regulations made in accordance with the Bylaws.

"Unit" refers to a space designated as either a Residential Unit or a Commercial Unit in the Declaration, consisting, generally, of, as applicable, a portion of the commercial and residential space in the Building, together with an appurtenant proportionate undivided interest in the General Common Elements, and as the case may be, in the Residential Common Elements, the Residential Limited Common Elements, the Commercial Common Elements or in the Commercial Limited Common Elements. All of such Units are collectively referred to as "Units." Unless a prefatory descriptor, such as "Residential," "Commercial," "Residential Parking" or "Commercial Parking" precedes use of such word in this Declaration, "Unit" means collectively the Residential Parking Units, Commercial Parking Units, Commercial Units and Residential Units.

"Unit Owner" refers to any Residential Unit Owner or any Commercial Unit Owner, and all of such Residential Unit Owners and Commercial Unit Owners are collectively referred to as the "Unit Owners." Unless a prefatory descriptor, such as "Residential," "Commercial," "Residential Parking" or "Commercial Parking" precedes use of such word in this Declaration, "Unit" means collectively the Residential Parking Units, Commercial Parking Units, Commercial Units and Residential Units.

"Unsold Residential Unit" refers to any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant; a Residential Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or one or more of the principals of any of them, is a member; or a Residential Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a Permitted Mortgage.

### SECTION 3 -- NAME AND ADDRESS

The real estate described in Section 4 and all buildings and improvements thereon shall be known as **601 LOFTS CONDOMINIUM** (the "Condominium"). The address of the Condominium is reflected on the Plat of 601 LOFTS CONDOMINIUM (the "Plat"), which is attached hereto and incorporated herein by this reference.

### SECTION 4 --LEGAL DESCRIPTION

The Land and Building (collectively the "Property") described in the Condominium plat (the "Plat") attached hereto as Exhibit A is hereby subjected to the provisions of this Declaration. The Land is owned by Declarant in fee simple absolute. The Land has an area of approximately twenty six thousand six hundred two square feet (26,602.00 square feet), upon which the Building, which has an approximate square footage of two hundred six thousand square feet (206,000.00 sq. feet) shall be constructed.

**SECTION 5 --DESCRIPTION OF THE BUILDING.**

The Condominium entails one (1) mixed-use building containing eighty (80) Residential Units, four (4) Commercial Units, one hundred twelve (112) Residential Parking Units and eight (8) Commercial Parking Units constructed at the location shown on the Plat attached as Exhibit A. Each Residential Unit and Commercial Unit is connected to the municipal water system and has individual electric service. The Floor Plans and the approximate location and dimensions of the Building are shown on the Plat. The Building is constructed of reinforced concrete and steel with concrete and/or steel floor systems, including reinforced columns, cavity walls and concrete footing.

The Residential Units, the Residential Parking Units together with the Residential Common Elements and the Residential Limited Common Elements, are collectively referred to as the "Residential Section." The Commercial Units, the Commercial Parking Units together with the Commercial Common Elements and the Commercial Limited Common Elements are collectively referred to as the "Commercial Section."

The Units may be used for any lawful uses subject to the limitations set forth in herein and in the Bylaws. Each purchaser of a Residential Unit, Commercial Unit, Residential Parking Unit and/or Commercial Parking Unit acknowledges and understands that the location, floor area and dimensions of each Residential Unit, Commercial Unit, Residential Parking Unit and/or Commercial Parking Unit as depicted in this Declaration and on the Plat are approximate and are shown for descriptive purposes only. Declarant does not represent, warrant or guarantee that any Unit shall be constructed exactly as shown on the Plat and each purchaser of a Unit hereby expressly waives any claim or demand such purchaser may have against the Declarant on account of any difference, shortage or discrepancy between the Unit as actually constructed and physically existing as it is shown on the Plat.

Each Unit Owner understands that the Condominium is located in an urban setting, and comprises a stacked condominium building set amidst other buildings located in close proximity to the Condominium. As such, each Unit owner expressly acknowledges that Declarant does not represent or warrant that:

(a) their Unit will be completely sound-proof, although Declarant will employ, or cause to be employed, reasonable construction methods to minimize sound transmission within the Building; AND/OR

(b) there exists no possibility that an adjacent property development may obstruct a Unit Owner's view.

**SECTION 6 --DESCRIPTION OF UNITS**

Each Unit has a number, and the approximate area, location, and immediate common area to which it has access as shown on the Plat and Floor Plan attached to this Declaration.

**Section 6.1 Boundaries of Units.**

**1. Residential Units.**

The Condominium has eighty (80) Residential Units. The boundaries of each Residential Unit shall consist of that part of the area of the building designated as a Residential Unit which is enclosed as follows:

(i) Horizontal Boundaries. Each Residential Unit consists of the area measured horizontally from the exterior side of the glass or the exterior walls (perimeter columns and perimeter mechanical pipes included) to the center of the demising walls separating one Residential Unit from another Residential Unit or Commercial Unit, or to the Residential Unit side of the concealed partition on the structural members of the walls or partitions separating a Residential Unit from corridors, stairs, elevators and other mechanical equipment spaces.

(ii) Vertical Boundaries. Each Residential Unit consists of the area measured vertically from the top of the floor to the underside of the ceiling. However, any Common Elements located within a Residential Unit shall not be considered a part of such Residential Unit.

(iii) Interior Divisions.

(a) A Residential Unit includes interior walls and partitions contained within the horizontal and vertical boundaries of the Residential Unit.

(b) A Residential Unit Owner may erect or change non-structural walls and barriers within the Unit provided that such change shall not affect the structural and sound integrity of the Building.

(iv) Each Residential Unit shall include the inner surfaces of the finished walls, ceilings and floors. Windows, moldings, window frames and doors (including all glass in doors) shall be included as part of a Unit.

(v) Each Residential Unit includes, and each Residential Unit Owner shall be responsible for, the front entrance door and any other entrance doors to such Residential Unit, smoke detectors, for cleaning purposes, all windows to such Residential Unit, all plumbing, gas and heating fixtures and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning ("HVAC") units (including the fans inside the units), heating equipment, ranges and other appliances, as may be affixed, attached or appurtenant to such Residential Unit and serving such Residential Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include any special pipes or equipment which a Residential Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Residential Unit shall also include (i) all lighting and electrical fixtures and appliances within the Residential Unit, and (ii) any special equipment, fixtures or Facilities affixed, attached or

appurtenant to the Residential Unit, to the extent located within a Residential Unit from the panel and serving or benefiting only that Residential Unit. Notwithstanding anything contained in this Section 6 to the contrary, each Residential Unit Owner will have the right, exercisable at any time, to install, at such Residential Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Residential Unit Owner's Residential Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural and sound integrity and mechanical and electrical systems of such Residential Unit or of the Building.

(vi) A Residential Unit Owner shall not own any pipes, wires, conduits or other utility lines running through his or her Unit which are utilized or serve more than one Residential Unit, which items are hereby made part of the Common Elements. All utility pipes, lines, heating systems, air conditioning systems, fixtures or appliances found within the boundary lines of the Residential Unit and servicing only that Unit, shall be part of a Residential Unit. Utility lines and pipes located outside of the Residential Units shall be repaired and maintained by and at the expense of the Association.

(vii) If any portion of the Common Elements ("Common Elements") or limited common elements ("Limited Common Elements") shall encroach upon any Residential Unit, or if any Residential Unit shall encroach upon any other Residential Unit or upon a portion of the Common Elements or Limited Common Elements as a result of the construction, reconstruction or repair of the Building, or as a result of settling or shifting of the Building, a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands. The existing physical boundaries of a Residential Unit or Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be the boundaries of the Residential Unit, regardless of the shifting, settlement or lateral movement of the Building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Plat and the existing physical boundaries of any such Residential Unit.

## 2. Residential Parking Units.

A Residential Parking Unit shall consist of a cube of air and may have a storage receptacle located thereon. A Residential Parking Unit consists of the area measured horizontally from the exterior side of the glass or the exterior walls (perimeter columns and perimeter mechanical pipes included) to the Residential Parking Unit side of the block or wall or partitions separating a Residential Parking Unit from corridors, stairs, elevators and other mechanical equipment spaces. The Residential Parking Unit consists of the area measured vertically from the top of the floor to the underside of the ceiling. However, any Common Elements located within a Residential Parking Unit shall not be considered a part of such Residential Parking Unit. Residential Parking Units not held by Declarant or the Association may only be owned by a Residential Unit Owner. A parking space may be transferred separate from a Residential Unit. When a parking space is transferred, such transfer shall not be deemed complete until the Association receives a copy of the deed or other conveyance instrument. The

Association shall keep such copy in its permanent files and shall maintain at all times a current record of each Residential Parking Unit owner. Each owner of a Residential Parking Unit shall keep the floor below such Unit free from debris of any nature, ice, snow and water. Any repair required to the underlying floor or beams, if any, immediately adjacent to such Unit, shall be carried out by the Association, and the costs associated therewith shall be borne as a Residential Common Expense; unless the repair is required due to the negligent act of a Unit Owner causing such damage, in which cases the Unit owner causing such damage shall bear the cost of any repair.

### 3. Commercial Units.

The Condominium has four (4) Commercial Units. The boundaries of each Commercial Unit shall consist of that part of the Building designated as such and enclosed as follows:

(i) Horizontal Boundaries. The area measured horizontally from the exterior side of the glass or the exterior walls (perimeter columns and perimeter mechanical pipes included) to the center of the demising walls separating one Commercial Unit from another Residential Unit or Commercial Unit, or to the Commercial Unit side of the concealed partitions or structural members of the walls or partitions separating a Residential Unit from corridors, stairs, elevators and other mechanical equipment spaces.

(ii) Vertical Boundaries. Each Commercial Unit consists of the area measured vertically from the top of the floor to the underside of the ceiling. However, any Common Elements located within a Commercial Unit shall not be considered a part of such Commercial Unit.

(iii) Interior Divisions.

(a) A Commercial Unit includes interior walls and partitions contained within the horizontal and vertical boundaries of the Commercial Unit.

(b) A Commercial Unit Owner may erect or change non-structural walls and barriers within the Unit provided that such change shall not affect the structural or sound integrity of the Building.

(iv) Each Commercial Unit shall include the inner surfaces of the finished walls, ceilings and floors. Windows, moldings, window frames and doors (including all glass in doors) shall be included as part of a Unit.

(v) Each Commercial Unit includes, and each Commercial Unit Owner shall be responsible for, the front entrance door and any other entrance doors to such Commercial Unit, smoke detectors, for cleaning purposes, all windows to such Commercial Unit, all plumbing, gas and heating fixtures and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning ("HVAC") units (including the fans inside the units), heating equipment, ranges and other appliances, as may be affixed, attached or appurtenant to such Commercial Unit and

serving such Commercial Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include any special pipes or equipment which a Commercial Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Commercial Unit shall also include (i) all lighting and electrical fixtures and appliances within the Commercial Unit, and (ii) any special equipment, fixtures or Facilities affixed, attached or appurtenant to the Commercial Unit, to the extent located within a Commercial Unit from the panel and serving or benefiting only that Commercial Unit. Notwithstanding anything contained in this Section 6 to the contrary, each Commercial Unit Owner will have the right, exercisable at any time, to install, at such Commercial Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Commercial Unit Owner's Residential Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural and sound integrity and mechanical and electrical systems of such Commercial Unit or of the Building.

(vi) A Commercial Unit owner shall not own any pipes, wires, conduits or other utility lines running through his or her Unit which are utilized or serve more than one Commercial Unit, which items are hereby made part of the Common Elements. All utility pipes, lines, heating systems, air conditioning systems, fixtures or appliances found within the boundary lines of the Commercial Unit and servicing only that Unit, shall be part of a Commercial Unit. Utility lines and pipes located outside of the Commercial Units shall be repaired and maintained by and at the expense of the Association.

If any portion of the Common Elements or Limited Common Elements shall encroach upon any Commercial Unit, or if any Commercial Unit shall encroach upon any other Commercial Unit or upon a portion of the Common Elements or Limited Common Elements as a result of the construction, reconstruction or repair of the building, or as a result of settling or shifting of the Building, a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands. The existing physical boundaries of a Commercial Unit or Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be the boundaries of the Commercial Unit, regardless of the shifting, settlement or lateral movement of the Building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Plat and the existing physical boundaries of any such Commercial Unit.

#### **4. Commercial Parking Units.**

A Commercial Parking Unit shall consist of a cube of air. A Commercial Parking Unit consists of the area measured horizontally from the exterior side of the glass or the exterior walls (perimeter columns and perimeter mechanical pipes included) to the Commercial Parking Unit side of the block or walls or partitions separating a Commercial Parking Unit from corridors, stairs, elevators and other mechanical equipment spaces. A Commercial Parking Unit consists of the area measured vertically from the top of the floor to the underside of the ceiling. However, any Common Elements located within a Commercial Parking Unit shall not be considered a part

of such Commercial Parking Unit. Commercial Parking Units not held by Declarant or the Association may only be owned by a Commercial Unit Owner. A parking space may be transferred separate from a Commercial Unit. When a parking space is transferred, such transfer shall not be deemed complete until the Association receives a copy of the deed or other conveyance instrument. The Association shall keep such copy in its permanent files and shall maintain at all times a current record of each Commercial Parking Unit Owner. Each owner of a Commercial Parking Unit shall keep the floor below such Unit free from debris of any nature, ice, snow and water. Any repair required to the underlying floor or beams, if any, immediately adjacent to such Unit, shall be carried out by the Association, and the costs associated therewith shall be borne as a Commercial Common Expense; unless the repair is required due to the negligent act of a Unit Owner causing such damage, in which cases the Unit owner causing such damage shall bear the cost of any repair.

## **SECTION 7 -- COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

### *Section 7.1 Common Elements.*

The Common Elements of the Condominium consist of the Property, and all parts of the Building and improvements thereon other than the Residential Units, Commercial Units, Residential Parking Units, and the Commercial Parking Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all Facilities therein for the common use of the Residential and Commercial Units and the Residential and Commercial Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property.

### *Section 7.2 General Common Elements.*

The General Common Elements are appurtenant to, serve and collectively benefit each Residential Unit and Commercial Unit to the extent of such Unit's percentage share of the General Common Elements. The General Common Elements are for the common use of all Resident and Commercial Unit Owners. The General Common Elements consist of the following:

(a) The Land (as more particularly described in Exhibit A attached to this Declaration), together with all easements, rights and privileges appurtenant thereto;

(b) Any of the following: all foundations, footings, columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls, (except to the extent included in Residential Common Elements or Residential Limited Common Elements), together with those portions of the exterior walls of the Building beyond the Commercial and Residential Unit side of the glass or concealed partition walls or concealed structural members of those walls;

(c) The rooms and Facilities located as follows: fire pump and water meter room, electric switchboard room, restrooms on the first floor, Association office (if any), the water tank and mechanical room and related Facilities located on the roof;



- (d) Fire pump room, gas meter room, water meter room including their respective floor slabs and ceilings;
- (e) Fire pump, sump pump, manual and automatic fire pump system, manual fire pump controller;
- (f) Water service and pumps located below grade level, combined sewer line, sanitary drain which connects the combined sewer line to drains, storm drain which connection combines the sewer line to storm leaders, trap and vent pipe which serve the sanitary system and running trap which serves the storm drain system;
- (g) Lighting equipment which illuminates the exterior portions of all entrances to the Building;
- (h) That portion of the sprinkler system which serves the General Common Elements, including, but not limited to, corridors which are not Residential Limited Common Elements;
- (i) Zone control valves for the fire standpipe riser rising from the ground floor to the tank on the top roof of the Building, and common fire alarm riser;
- (j) Tank located on the Building which supplies the domestic water system and fire standpipe in the Building;
- (k) Exhaust systems including the exhaust fan, ductwork and intake and discharge connections;
- (l) All passages and corridors, mechanical and other rooms and areas located at Property serving or benefiting both the Commercial Units and the Residential Section; AND
- (m) Any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all of the Commercial and Residential Section and are not a part of any Residential Unit, Commercial Unit, Residential Parking Unit, Commercial Parking Unit, Residential Common Elements, Commercial Common Elements or any Residential or Commercial Limited Common Element.

***Section 7.3 Limited Common Elements.***

The Limited Common Elements consist of those Common Elements that serve or benefit exclusively:

- (a) All the Residential Units or all Residential Unit Owners (in which event they are called "Residential Common Elements");
- (b) One or more but not all of the Residential Units or Residential Unit Owners (in which event they are called "Residential Limited Common Elements");

(c) The Commercial Units or all Commercial Unit Owners (in which event they are called "Commercial Common Elements"); or

(d) One or more but not all of the Commercial Units or Commercial Unit Owners (in which event they are called "Commercial Limited Common Elements").

**Section 7.4 Residential Common Elements.**

The Residential Common Elements consist of the following:

(a) Residential electric meters and panels, electric closets, feeders, risers and Facilities, Residential gas meter and direct telephone cables serving exclusively the Residential Section;

(b) Kitchen, bathroom and dryer exhaust ducts, corridor and Residential Unit supply air ducts, steam lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings serving or benefiting exclusively the Residential Section;

(c) CATV riser and all other Facilities located in the Property serving or benefiting exclusively the Residential Section;

(d) The rooms and Facilities located as follows: the entrances to the Residential Units; gas meter room, residential refuse rooms and/or chutes on each floor servicing the Residential Units and compactor room located in the Building;

(e) The passenger elevators, its shaft, pit, machine room and Facilities the mechanical equipment rooms and areas and the elevator machine rooms located on the roof; the residential lobby, mail room, concierge station, toilet, storage and sitting area, and elevator lobby all located on the ground floor;

(f) All passages, hallways, stairs and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which, including their floor slabs and ceilings, are not Residential Units, Residential Limited Common Elements or part of the Commercial Units, Commercial Common Elements, Commercial Limited Common Elements, or General Common Elements,;

(g) Window glass in the Residential Section which is not part of a Residential Unit;

(h) Heating and air conditioning units for the Residential Units consisting of a fan, motor, ductwork, piping and controls;

(i) Corridor supply risers and ducts, kitchen and toilet exhaust risers and ducts, kitchen and toilet water vent and soil stacks, gas risers, electric risers, and shafts serving Residential Units;

(j) Air conditioning system for the elevator machine room on the Building roof including fan, motor, ductwork and controls;

(k) Gas piping for domestic hot water heater serving Residential Limited Common Elements and Residential Units;

(l) All passages and corridors, mechanical and other rooms, areas and indoor and outdoor spaces located at the Property serving exclusively the Residential Section and which are not General Common Elements, Residential Limited Common Elements, Commercial Common Elements, Commercial Limited Common Elements or part of any Unit;

(m) All doors in the Residential Section, including without limitation, doors opening from common corridors and providing entrance to Residential Units, but excluding interior doors in the Residential Units and excluding doors in a Residential Unit leading to terraces and/or balconies (the excluded doors being considered part of the Residential Unit);

(n) All other facilities of the Property (including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section; AND

(o) All other Facilities exclusively serving the Residential Section, excluding General Common Elements, Residential Units, Commercial Units, Residential Parking Units, Commercial Parking Units, Commercial Common Elements or any Residential or Commercial Limited Common Element.

Notwithstanding anything to the contrary in this Section 7, if a Residential Common Element benefits only certain Residential Unit Owners, then the Residential Section's costs of alteration, addition, repair, replacement and restoration thereto shall be borne solely by those Residential Unit Owners who benefit from the Residential Common Element in the proportion that the Common Interest of each benefiting Residential Unit Owner bears to the Common Interests of all benefiting Residential Unit Owners. In addition, except as otherwise provided in the Bylaws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair of any such Residential Common Element at their sole cost and expense.

#### **Section 7.5 Residential Limited Common Elements.**

(a) **Definition of Residential Limited Common Elements.** Certain portions of the Residential Common Elements are limited and further restricted in use to the owners of Residential Units to which such Residential Limited Common Elements are appurtenant, or to which an exclusive right to use the same has been assigned to a particular Unit Owner, subject to the right of the Association to enter upon any such Residential Limited Common Element to make structural repairs or structural replacements to said Residential Limited Common Element or any Common Element contained therein, and subject to the Rules and Regulations of the Condominium. The Residential Limited Common Elements include, without limitation, the following:

(i) Windows servicing a Residential Unit and window frames located within said Unit;

(ii) Terrace or balcony appurtenant to a specified Residential Unit, and rails, if any, enclosing said terrace or balcony;

(iii) Storage rooms/lockers, if any, assigned/leased to a Residential Unit; AND

(iv) All other Facilities exclusively serving one or more but not all Residential Units, excluding any General Common Element, the Commercial Units, Residential Parking Units, Commercial Parking Units, Residential Common Elements, Commercial Common Elements or any Commercial Limited Common Element, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of one or more but not all of the Residential Units.

(b) **Usage of Residential Limited Common Elements.** Any portion of the Residential Limited Common Elements which is not restricted to the exclusive use of a particular Residential Unit Owner may be used by any Residential Unit Owner. All normal and ordinary maintenance, repair and replacement of Residential Limited Common Elements (i.e., cleaning surface areas, patching chipped concrete or pavers, repairing and/or replacing fencing, etc.) shall be tended to and paid for by the Residential Unit Owner having the exclusive use thereof. Major items of maintenance such as washing exteriors of windows and other items of maintenance described in Article 6.8 of the Bylaws, will be borne by the Residential Unit Owners as a Residential Common Expense. Residential Unit Owners shall be responsible for washing the interior side of any and all windows in their Residential Unit, and replacing broken window glass in their Unit, unless the glass was broken through the negligence of the Association or its agents, in which case the cost or replacement shall be borne by the Residential Unit Owners as a Residential Common Expense. Any Residential Unit Owner having access to a terrace or balcony shall keep it free from debris of any nature, ice, snow and water. Notwithstanding anything to the contrary contained in the Bylaws or this Declaration, the Residential Unit Owner who is so served or benefited by such Residential Limited Common Element shall have the exclusive right to use such Residential Limited Common Element and shall be responsible for its normal operation, maintenance and repair at such Unit Owner's sole cost and expense. No Residential Unit Owner may assign or transfer in any manner rights to use any Residential Limited Common Element assigned or appurtenant to a Residential Unit, except as specifically permitted in this Declaration or the Bylaws.

**Section 7.6 Commercial Common Elements.**

The Commercial Common Elements consist of the following:

(a) Utility meters (if any) serving or available for the exclusive use of the Commercial Section;

(b) Ductwork, and all other HVAC and electric and similar Facilities serving or benefiting exclusively the Commercial Section; AND

(c) All remaining Facilities exclusively serving the Commercial Units or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of any Commercial Units, excluding General Common Elements, Residential Units, Commercial Units, Residential Parking Units, Commercial Parking Units, Residential Common Elements, Commercial Limited Common Elements or Residential Limited Common Elements.

Notwithstanding anything to the contrary in this Section 7, if a Commercial Common Element or a General Common Element benefits only certain Commercial Unit Owners, then the Commercial Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the Bylaws, such Commercial Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Commercial Limited Common Element at their sole cost and expense.

***Section 7.7 Commercial Limited Common Elements.***

The Commercial Limited Common Elements consist of the following:

- (a) All exterior glass surfaces of all windows in the Commercial Section; AND
- (b) That portion of equipment, fixtures or Facilities serving or benefiting any Commercial Units, to the extent located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Commercial Unit; AND
- (c) Any area appurtenant to a particular Commercial Unit whose use has been specifically limited to a particular Commercial Unit.

Notwithstanding anything to the contrary contained in the Bylaws or this Declaration, the Commercial Unit Owner who is so served or benefited by such Commercial Limited Common Element shall have the exclusive right to use such Commercial Limited Common Element and shall be responsible for its normal operation, maintenance and repair at such Commercial Unit Owner's sole cost and expense.

Notwithstanding anything to the contrary in this Section 7 or the Bylaws, if a Commercial Limited Common Element benefits only certain Commercial Unit Owners, then the Commercial Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Limited Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of

all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the Bylaws, such Commercial Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Commercial Common Element at their sole cost and expense.

***Section 7.8 No Partition of Residential, Commercial and General Common Elements Permitted.***

The Common Elements will remain undivided and no Unit Owner or other Person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the Bylaws.

***Section 7.9 Easements.***

(a) Except as set forth in this Declaration, each Residential Unit Owner shall have, in common with all other Residential Unit Owners, an easement for the use of the Residential Common Elements.

(b) Except as set forth in this Declaration, each Commercial Unit Owner shall have, in common with all other Commercial Unit Owners, an easement for the exclusive use of the Commercial Common Elements.

(c) Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Residential Section and the Commercial Section as the case may be, and for the use of any Common Element, to the extent necessitated by an emergency including but not limited to an easement by a Commercial Unit Owner for emergency access through and over the fire stairs in the Building. The Residential Section and the Commercial Section shall be subject to such easement.

(d) Each Residential Unit Owner shall have, in common with all other Residential Unit Owners, and each Unit shall be subject to, an easement: (aa) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the Residential Common Elements or Residential Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements; and (bb) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Residential Units, the Residential Common Elements or the Residential Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one days' notice, except that no notice will be necessary in the case of an emergency.

(e) Each Commercial Unit Owner shall have, in common with all other Commercial Unit Owners, and each Unit shall be subject to, an easement (aa) to install, utilize, operate,

maintain, repair, alter, rebuild, restore and replace the Commercial Common Elements or the Commercial Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (bb) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of any Commercial Unit, the Commercial Common Elements or the Commercial Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Commercial Unit or Residential Units for their permitted purposes. Such entry shall be permitted on not less than one days' notice, except that no notice will be necessary in the case of an emergency.

(f) Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(g) Declarant and the Commercial Unit Owners and their successors and assigns shall, to the extent permitted by law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property (other than on the exterior walls of the Building surrounding Units not owned by the party erecting the sign) for the purposes of advertising: (i) the sale or lease of any Unsold Residential Unit, the sale or lease of all or any portion of the Commercial Unit; and (ii) the operation of any business of a tenant or occupant of all or any portion of any Commercial Unit or of any Unsold Residential Units, as the case may be.

(h) Declarant and/or the Board shall have the right to grant such additional electric, gas, steam, ventilation or other easements for utilities or otherwise, or relocate any easements in any portion of the Residential Section, the Commercial Section or the Property; as the case may be, as Declarant, the Residential Committee, or the Commercial Committee, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or to complete the Building as described in the Floor Plans or for the general health or welfare of the owners, tenants and occupants of the appropriate Units; provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use of the Residential Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use of the Residential Units for their permitted purposes.

(i) Declarant shall have (until Declarant shall have satisfied all of its obligations under any condominium instrument and all commitments in favor of any Unit Owner, the Association or other third party relative to the Condominium), and the Units and Common Elements shall be subject to, an easement:

(aa) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace satellite dishes and similar equipment on the roof of the Building and the conduit and

other Facilities relating thereto, other than those portions of the roof which constitute Residential Common Elements or Residential Limited Common Elements; and

(bb) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easement shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency. Declarant's right under this subsection shall extend for a period that terminates when Declarant no longer controls the Association; and

(cc) to maintain and correct drainage of surface, roof or storm water, which right includes the right to cut trees, bushes and shrubbery, to grade any soil, to landscape or take any other action reasonably necessary in relation thereto.

All easements and rights described in this Article 7 are granted and reserved and shall inure to the benefit and be binding upon, the Declarant, the Association, all Unit Owners and occupants their successors and assigns. Either the Association or the Declarant, as applicable, shall have the authority to execute all documents necessary to carry out the intent of this Article.

## **SECTION 8 -- USE OF BUILDING AND UNITS**

### ***Section 8.1 Building.***

One Building is located on the Condominium. The Building contains all the Residential Units, Commercial Units, Commercial Parking Units and Residential Parking Units, and the use of each of the foregoing is subject to this Declaration, the Bylaws and the Rules and Regulations, as may be promulgated from time to time.

### ***Section 8.2 Units.***

The Condominium has eighty (80) Residential Units and four (4) Commercial Units, one hundred twelve (112) Residential Parking Units and eight (8) Commercial Parking Units. Each purchaser of a Unit acknowledges and understands that the location, floor area and dimensions of each Unit as depicted in this Declaration and on the Plat are approximate and are shown for descriptive purposes only. Declarant does not represent, warrant or guarantee that any Unit shall be constructed exactly as shown on the Plat and each purchaser of Unit hereby expressly waives any claim or demand such purchaser may have against the Declarant on account of any difference, shortage or discrepancy between the Unit as actually constructed and physically existing as it is shown on the Plat.

The Declarant reserves the right to change the style or location of any Unit prior to completion of construction, regardless of the initial designation of the style and location of a Unit on Exhibits



or anywhere in this Declaration; provided that Declarant shall ensure that any change shall result in a Unit of comparable style and quality. In interpreting the survey or Floor Plans of any deed or any other instrument affecting a Unit, the boundaries of the Unit constructed or reconstructed in substantially accordance with the survey and Floor Plans shall conclusively be presumed to be the actual boundaries rather than the description expressed in the Floor Plans, regardless of minor variations between the boundaries shown on the Floor Plans and survey and the actual boundaries of the Units as located and constructed.

**Section 8.3 Residential Units.**

As more particularly set forth in the Bylaws a Residential Unit may be used for any lawful purposes, subject, however, to: (a) the terms and conditions of the then existing certificate of occupancy for such Residential Unit; (b) applicable governmental laws and regulations; (c) the use of such Residential Unit not adversely affecting the use and enjoyment of neighboring or adjacent Residential Units for residential purposes; and (d) any restrictions described in the Bylaws. Residential Units may only be leased in accordance with the provisions set forth in Section 14 herein. Notwithstanding the foregoing or anything contained in the Bylaws or the Rules and Regulations to the contrary, Declarant may without the permission of the Board: (a) grant permission for the use of any Unsold Residential Unit owned by it as a temporary professional office or for any other purpose, provided such use is permitted by law, and does not violate the then existing certificate of occupancy for such Residential Unit or any other governmental regulations and (b) use any Unsold Residential Units owned by it as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject only to compliance with applicable governmental laws and regulations.

(1) **Decorating.** Each Residential Owner shall have the exclusive right to carpet, paint, varnish, tile, panel or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors, doors (other than the outer surface of entrance or patio/terrace doors), interior-facing door frames and interior-facing window frames forming the boundaries of a Residential Unit and to erect partition walls of a non-structural nature within the Residential Unit Owner's Residential Unit.

(2) **Reallocation of Boundaries.** Except as provided in Section 9.2 of this Declaration, Residential Unit Owners other than the Declarant, may not reallocate the boundaries of Residential Units between adjacent and adjoining Residential Units or subdivide Residential Units.

**Section 8.4 Commercial Units.**

Commercial Units may be used for any lawful purposes, including, without limitation, department and other retail stores and outlets, storage, theaters, banks, restaurants and commercial and professional offices and studios. Except as provided in Section 10: (i) Commercial Unit Owners may not reallocate boundaries between adjacent or adjoining Commercial Units; or (ii) subdivide Commercial Units.

*Section 8.5 Residential and Commercial Parking Units.*

Residential and Commercial Parking Units may be used for any lawful purpose, including, without limitation, the parking of motor vehicles.

**SECTION 9 -- CHANGES IN THE RESIDENTIAL SECTION**

*Section 9.1 Changes by Declarant.*

Except to the extent prohibited by law, Declarant shall have the right, without the vote or consent of the Board, other Unit Owners or the Residential or Commercial Mortgage Representatives, if any, to:

- (1) make alterations, additions or improvements to any Unsold Residential Units;
- (2) change the use (to a Commercial Unit) or layout of, or number of rooms in, any Unsold Residential Units from time to time;
- (3) change the size and/or number of Unsold Residential Units by subdividing one or more Unsold Residential Units into two or more separate Residential Units;
- (4) combine separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units;
- (5) convert a Residential Unit or any portion thereof to a Residential Common Element, a Residential Limited Common Element, a Commercial Unit, a Commercial Common Element or a Commercial Limited Common Element;
- (6) alter the boundary walls between any Unsold Residential Units; AND
- (7) if appropriate, reapportion among the Unsold Residential Units affected by such change in size, use or number pursuant to the preceding clauses (1) through (6) their percentage interests in the Common Elements; provided, however, that (xx) the percentage interest in the Common Elements of any other Residential Units (other than Unsold Residential Units) shall not be changed by reason thereof unless all Commercial and Residential Unit Owners and their respective mortgagees provide their consent; and (yy) Declarant shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold Board, the Residential Committee and/or the Commercial Committee and all other Unit Owners harmless from any liability arising therefrom.

So long as Declarant controls the Association, the provisions of this Section 9.1 may not be added to, amended, modified or deleted without the prior written consent of Declarant. Further, Declarant hereby reserves the right to amend the Plat without the prior approval of the Residential and Commercial Unit Owners, to record any necessary documents in the public records, to reflect any changes that Declarant makes to the Residential Section pursuant to this Section 9.

***Section 9.2 Merger of Units By Residential Unit Owner Other than Declarant.***

If a Residential Unit Owner, other than Declarant, owns two (2) or more adjoining Residential Units (side-by-side), such Residential Unit Owner may effect such merger, by written permission of, as applicable, the Residential Committee and, if so long as Declarant controls the Association, the Declarant. Permission by the Residential Committee, and, if applicable, the Declarant to combine two (2) Residential Units into one Residential Unit shall not be unreasonably withheld. Notwithstanding the other provisions of this Article 9, no reapportionment of the interests in the Common Elements appurtenant to any Residential Unit shall be made unless there is first delivered to, as applicable, the Residential Committee or Declarant, a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered to the Residential Committee of the Board for review and approval.

Any amendment to this Declaration to effect any changes in Residential Units under Section 9.1 and/or 9.2 shall be recorded by the Secretary of the Association. Any such combination shall also comply with the applicable provisions of §§ 703.13 (6), (7) and/or (8) of the Act, as the same may be amended or renumbered from time to time, and with all provisions of the Bylaws.

***Section 9.3 Liens and Indemnification.***

All work completed in connection with a combination of a Residential Unit shall be completed in a good and workmanlike manner, free and clear of all liens. The Residential Unit Owners with respect to which a combination occurs shall indemnify and hold harmless all other Unit owners, the Board and its Committees, the Declarant and the Association from and against all claims of third parties for personal injury or property damage arising from work completed in connection with such relocation or combination. The Residential Committee shall have the authority, upon approval by the Board, to assess against any such Residential Unit Owner, any and all costs reasonably incurred by the Association as the result of failure by said Residential Unit Owner to pay any and all costs associated with such work, which fall within the purview of the foregoing indemnity.

**SECTION 10 -- CHANGES IN THE COMMERCIAL SECTION**

***Section 10.1 Changes by Declarant.***

Except to the extent inconsistent with the Bylaws or prohibited by law, each Declarant shall have the right without the vote or consent of the Board, the Residential Committee, the Commercial Committee, other Residential Unit Owners or the Commercial or Residential Mortgage Representatives, if any, to:

***Section 9.2 Merger of Units By Residential Unit Owner Other than Declarant.***

If a Residential Unit Owner, other than Declarant, owns two (2) or more adjoining Residential Units (side-by-side), such Residential Unit Owner may effect such merger, by written permission of, as applicable, the Residential Committee and, if so long as Declarant controls the Association, the Declarant. Permission by the Residential Committee, and, if applicable, the Declarant to combine two (2) Residential Units into one Residential Unit shall not be unreasonably withheld. Notwithstanding the other provisions of this Article 9, no reapportionment of the interests in the Common Elements appurtenant to any Residential Unit shall be made unless there is first delivered to, as applicable, the Residential Committee or Declarant, a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered to the Residential Committee of the Board for review and approval.

Any amendment to this Declaration to effect any changes in Residential Units under Section 9.1 and/or 9.2 shall be recorded by the Secretary of the Association. Any such combination shall also comply with the applicable provisions of §§ 703.13 (6), (7) and/or (8) of the Act, as the same may be amended or renumbered from time to time, and with all provisions of the Bylaws.

***Section 9.3 Liens and Indemnification.***

All work completed in connection with a combination of a Residential Unit shall be completed in a good and workmanlike manner, free and clear of all liens. The Residential Unit Owners with respect to which a combination occurs shall indemnify and hold harmless all other Unit owners, the Board and its Committees, the Declarant and the Association from and against all claims of third parties for personal injury or property damage arising from work completed in connection with such relocation or combination. The Residential Committee shall have the authority, upon approval by the Board, to assess against any such Residential Unit Owner, any and all costs reasonably incurred by the Association as the result of failure by said Residential Unit Owner to pay any and all costs associated with such work, which fall within the purview of the foregoing indemnity.

**SECTION 10 -- CHANGES IN THE COMMERCIAL SECTION**

***Section 10.1 Changes by Declarant.***

Except to the extent inconsistent with the Bylaws or prohibited by law, each Declarant shall have the right without the vote or consent of the Board, the Residential Committee, the Commercial Committee, other Residential Unit Owners or the Commercial or Residential Mortgage Representatives, if any, to:

- (1) decorate or make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Commercial Limited Common Elements;
- (2) change the use (to a Residential Unit), the layout or number of rooms in any Unsold Commercial Unit from time to time;
- (3) change any unsold Commercial Unit, by subdividing the same, into any desired number of commercial condominium units, combining any of the Commercial Units or combining any units resulting from a subdivision, altering the boundary walls between the Commercial Units, or otherwise;
- (4) designate a Commercial Limited Common Element as part of a newly created Commercial Unit;
- (5) reapportion among the newly created Commercial Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which shall be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, and provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Commercial Units and/or Residential Units than existed for the original Commercial Unit; AND
- (6) change, alter or modify the facade and exterior portion of any unsold Commercial Unit up to the height of the ceiling of the first floor of the Condominium; provided, however, that the percentage interest in the Common Elements of any portion of a Commercial Unit owned by another Commercial Unit Owner or of any Residential Unit shall not be changed by reason thereof unless all Residential and Commercial Unit owners and their respective mortgagees provide their consent, and the Declarant shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board, its Committees and all other Unit Owners harmless from any liability arising therefrom.

Further, Declarant hereby reserves the right to amend the Plat without the prior approval of the Residential and Commercial Unit Owners, to reflect any changes that Declarant makes to the Commercial Section, pursuant to this Section 10.

***Section 10.2 Merger of Units By Commercial Unit Owner Other than Declarant.***

If a Commercial Unit Owner, other than Declarant, owns two (2) or more adjoining Commercial Units (side-by-side), such Commercial Unit Owner may effect such merger, by written permission of, as applicable, the Commercial Committee and, if Declarant controls the Association, the Declarant. Permission by the Commercial Committee, and, if applicable, the Declarant to combine two (2) Commercial Units into one Commercial Unit shall not be unreasonably withheld. Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Commercial Unit

shall be made unless there is first delivered to, as applicable, the Commercial Committee or Declarant, a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered to the Commercial Committee of the Board for review and approval.

Any amendment to this Declaration to effect any changes in Commercial Units under Section 10.1 and/or 10.2 shall be recorded by the Secretary of the Association. Any such combination shall also comply with the applicable provisions of §§ 703.13 (6), (7) and/or (8) of the Act, as the same may be amended or renumbered from time to time, and with all provisions of the Bylaws.

***Section 10.3 Liens and Indemnification.***

All work completed in connection with a combination or subdivision of a Commercial Unit shall be completed in a good and workmanlike manner, free and clear of all liens. The Commercial Unit Owners with respect to which a combination occurs shall indemnify and hold harmless all other Unit owners, the Board, the Residential Committee, Commercial Committee, the Declarant and the Association from and against all claims of third parties for personal injury or property damage arising from work completed in connection with such relocation, subdivision or combination. The Board, acting through the Commercial Committee, shall have the authority to assess against any such Commercial Unit Owner, any and all costs reasonably incurred by the Association as the result of failure by said Commercial Unit Owner to pay any and all costs associated with such work, which fall within the purview of the foregoing indemnity.

**SECTION 11 -- PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

***Section 11.1 Determination of Percentage of Interest in Common Elements.***

The percentage of interest in the Common Elements applicable to each Unit, as shown on Exhibit B was determined pursuant to Section 703.13 of the Condominium Act, and is based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of a particular Unit. The aggregate Common Interest for all Commercial and Residential Units is one hundred percent (100.00%).

***Section 11.2 Method of Apportionment of Costs to General Common Elements.***

Except as otherwise provided herein, all costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements ("General Common Expenses") shall be determined by the Association as set forth below, and shall be borne by the Residential Committee and the Commercial Committee. General Common Expenses shall also include all such other items provided for in the Declaration or the Bylaws to be General Common Expenses.

General Common Expenses shall also include such amounts as the Association may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements. The Association shall from time to time and at least annually prepare a budget to meet General Common Expenses and shall allocate and assess to the Residential Unit Owners and the Commercial Unit Owners, pro rata in accordance with the aggregate respective Common Interests of the Residential Unit Owners and Commercial Unit Owners as set forth in the Exhibit B, charges ("General Common Charges") to meet General Common Expenses. Such budgets shall include such amounts for reserves, as the Association deems appropriate. In addition to basing charges on Common Interests, the Association may also make allocations and assessments of General Common Expenses in accordance with contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of the law. Notwithstanding anything to the contrary set forth above, the Association may not modify its method of allocations and assessments or increase the number of building employees servicing the Commercial Units in such a manner as would increase the Common Charges otherwise payable by the Commercial Unit Owners, without the consent of the Commercial Unit Owners.

*Section 11.3 Method of Apportionment of Costs to Limited Common Elements.*

(1) **Residential Section.** Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to, Residential Common Elements or the Residential Limited Common Elements ("Residential Common Expenses") shall be determined exclusively by the Residential Committee and shall be borne solely by the Residential Unit Owners in proportion to their respective Common Interests as shown in Exhibit C. Notwithstanding anything to the contrary in this Section 11.3(1)(1), if a Residential Common Element or Residential Limited Common Element benefits only certain Residential Unit Owners, then the costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation shall be borne solely by those Residential Unit Owners who benefit from the Residential Common Element or Residential Limited Common Element in the proportion that the Common Interest of each benefiting Residential Unit Owner bears to the Common Interest of all benefiting Residential Unit Owners. In addition, except as otherwise provided in the Bylaws, such Residential Unit Owners shall collectively be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Residential Common Element or Residential Limited Common Element at their sole cost and expense. Residential Common Expenses shall include, without limitation, such amounts as the Residential Committee may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Residential Common Elements or the Residential Limited Common Elements. Residential Common Expenses shall also include all such other items provided for in the Declaration or the Bylaws to be Residential Common Expenses. The Residential Committee shall from time to time and at least annually prepare a budget to meet Residential Common Expenses and shall allocate and assess to the Residential Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in this Declaration or the Bylaws), charges ("Residential Common Charges") to meet: (a) Residential Common Expenses; and (b) the

Residential Unit Owners' pro rata share of General Common Charges. Such budgets shall include such amounts for reserves as the Residential Committee deems appropriate

(2) **Commercial Section.** Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, Commercial Common Elements or Commercial Limited Common Elements ("Commercial Common Expenses") shall be determined by the Commercial Committee and shall collectively be borne solely by the Commercial Unit Owners in proportion to their respective Common Interests as described in Exhibit D. Notwithstanding anything to the contrary in this Section 11.3(2), if a Commercial Common Element or Commercial Limited Common Element benefits only certain Commercial Unit Owners, then the Commercial Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Common Element or Limited Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the Bylaws, such Commercial Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Commercial Common Element or Commercial Limited Common Element at their sole cost and expense. Commercial Common Expenses shall also include such amounts as the Commercial Committee may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Commercial Common Elements. Commercial Common Expenses shall also include all such other items provided for in this Declaration or the Bylaws to be Commercial Common Expenses. The Commercial Committee shall from time to time and at least annually prepare a budget to meet Commercial Common Expenses and shall allocate and assess to the Commercial Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these Bylaws), charges ("Commercial Common Charges") to meet: (a) Commercial Common Expenses, and (b) the Commercial Unit Owner' pro rata share of General Common Charges. Such budgets shall include such amounts for reserves as the Commercial Committee deems appropriate. The Commercial Committee shall advise all Commercial Unit Owners promptly in writing of the amount of Commercial Common Charges payable by each of them and shall furnish copies of each budget on which such Commercial Common Charges are based to all Commercial Unit Owners and Permitted Mortgagees thereof.

#### **SECTION 12 --NUMBER OF VOTES PER UNIT**

At meetings of the Association:

- (a) Each Residential Unit shall be entitled to one (1) vote; AND
- (b) Each Commercial Unit Owner shall be entitled to two (2) votes in the Association; AND



(c) There shall be zero (0) votes appurtenant to each and all Residential and Commercial Parking Units.

After careful consideration of the relevant factors, the Declarant believes that the foregoing method of voting rights is fair and equitable as well as the most efficient for purposes of administration.

### **SECTION 13 --ASSOCIATION OF UNIT OWNERS**

#### ***Section 13.1 Membership.***

All Commercial and Residential Unit owners shall be members of an Association to be known as **601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.** (the "Association"). As further described in the Bylaws, certain duties of the Association may be delegated to, as applicable, the Commercial or Residential Committee. The Association shall be responsible for carrying out the purposes of this Declaration, the Bylaws and the Rules and Regulations. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. Each Residential and Commercial 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, the Bylaws and the Rules and Regulations of the Association.

#### ***Section 13.2 Voting Rights.***

Each Residential Unit shall be entitled to one (1) vote, each Commercial Unit Owner shall be entitled to two (2) votes in the Association; and there shall be zero (0) votes appurtenant to each and all Residential and/or Commercial Parking Units. Only one membership shall exist for each Residential and Commercial Unit in the Association. Voting rights may not be split even if title to a Unit is held by more than one Person must be voted pursuant to the designation contained in the membership list maintained pursuant to the Bylaws. The Declarant shall be entitled to cast the votes pertaining to any Unit or Units declared as a part of the Condominium that remain unsold. The respective rights, qualifications and obligations of the members shall be as set forth in the Bylaws of the Association.

#### ***Section 13.3 Association Personnel.***

The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation, maintenance and administration of the Condominium. The Association may contract for common services or utilities as may be required for each Unit.

#### ***Section 13.4 Association Records.***

The Association shall have current copies of this Declaration, the Articles of Incorporation and Bylaws of the Association, the Plat, any rules or regulations affecting the Condominium, and the Association's books, records and financial statements available for inspection during normal

business hours by Unit owners or by holders, insurers or guarantors of first mortgages secured by Units in the Condominium. Upon written request, the Association shall also provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

*Section 13.5 Monthly Payments.*

The Board (through an appropriate Committee of the Board) shall levy and enforce monthly assessments of dues in accordance with the Bylaws.

**SECTION 14 -- LEASING**

So long as the Declarant or the Association determine that a lease or sublease of a Unit does not preclude the Condominium from qualifying as an eligible condominium project under Freddie Mac, Fannie Mae, HUD or VA residential mortgage programs then:

(i) for each lease contract (and for each extension thereof) a Unit Owner proposes to execute; AND

(ii) upon the express written approval of, as applicable, the Declarant or the Association,

a Unit Owner may lease or sublease his/her Unit provided that:

(a) No Unit, or any part thereof, may be leased or subleased for transient hotel purposes, or, other than leases for Residential and/or Commercial Parking Units, for an initial term of less than six (6) months; AND

(b) No Unit, or any part thereof, may be leased or subleased without a written lease or sublease; AND

(c) A copy of the lease, sublease (or extension of the lease or sublease) shall be furnished to the Association in order to obtain a written approval of the same; AND

(d) If a lease or sublease (or extension of the lease or sublease) is approved by, as applicable, the Declarant or the Association:

(xx) an executed copy of the lease or sublease shall be provided to the Association; AND

(yy) the right of any lessee or sublessee of a Unit, shall be subject to, and each lessee or sublessee shall be bound by, the covenants, conditions set forth in this Declaration, the Bylaws and the Rules & Regulations of the Condominium and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any

Common Expense assessments on behalf of a Unit Owner from which such Person has leased a Unit.

## **SECTION 15 -- RECONSTRUCTION AFTER LOSS**

### ***Section 15.1 Reconstruction.***

In the event of fire, casualty or any other disaster affecting one or more Units in a Building or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired in accordance with the Bylaws, **UNLESS:** (i) there exist insufficient insurance proceeds; or (ii) estimated cost of repairing the Damaged Premises exceeds five hundred thousand dollars (\$500,000.00). Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same size, location, and condition they were in prior to the fire, casualty or disaster, as more fully described in Section 6 of the Bylaws. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

### ***Section 15.2 Insufficient Insurance Proceeds or Costs Exceed One Million Dollars.***

If: (i) the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises; or (ii) estimated cost of repairing the Damaged Premises exceeds five hundred thousand dollars (\$500,000.00) then within sixty (60) calendar days of the discovery of the damage:

(a) The written consent of at least seventy-five percent (75.00%) of all Unit Owners entitled to vote shall be required to determine whether to repair or reconstruct the Damaged Premises; or

(b) The Condominium shall be subject to an action for partition upon obtaining the written consent of at least seventy-five percent (75.00%) of the Unit owners entitled to vote.

In the event either: (i) there are sufficient insurance proceeds to repair and/or restore the Damaged Premises and the estimated cost of repairing or reconstructing the Damaged Premises is less than five hundred thousand dollars (\$500,000.00); or (ii) seventy-five percent (75%) of all Unit Owners entitled to vote did not vote to waive, terminate or partition the Condominium, then the Condominium shall be repaired in accordance with Section 6 of the Bylaws. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in proportion to their respective Common Interests,

If the property that is damaged is part of the Common Elements, the Partition Proceeds shall be divided among all Unit Owners in accordance with their respective interests in the Common Elements.

(c) If the consent required under subparagraph (b) above is not obtained within sixty (60) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged

Premises shall be assessed for the deficiency in accordance with such Owner(s) proportionate Common Interest.

If the property that is damaged is part of the Common Elements, the deficiency shall be shared by the owners of all Units in accordance with their respective interests in the Common Interests. If the Damaged Premises consists only of parts of a Unit for which responsibility for maintenance and repair is that of the Unit owner, then the Unit owner shall be responsible for the costs and expenses relating to the repair and/or reconstruction.

***Section 15.3 Substantial Damages.***

If two-thirds (2/3) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, no such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, such reconstruction and repair have been approved by at least two-thirds (2/3) of the vote of all Unit owners. If such approval is not given within ninety (90) days, then the Condominium shall be subject to an action for partition in the same manner as is provided in section 15.2(b) above.

**SECTION 16 --INSURANCE**

***Section 16.1 Unit Owners.***

Individual Residential and Commercial Unit Owners shall provide insurance for their respective Units and all fixtures and improvements contained therein. Premiums for such insurance shall be an individual expense of the respective Unit owners.

***Section 16.2 Authority to Purchase; Named Insured.***

All insurance policies upon the Condominium shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their Permitted Mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of issuance to the Permitted Mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, and all policies and their endorsements shall be deposited with the Association as set forth herein.

***Section 16.3 Association Insurance.***

The Association shall be required to obtain and maintain to the extent obtainable the following insurance:

- (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit), together with all service machinery contained therein and

covering the interests of the Condominium, the Residential Committee, the Commercial Committee and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the building (inclusive of pilings, foundation and footings), said policies shall contain a standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject however, to the loss payment provisions hereinafter set forth;

- (b) if the Association has employees, worker's compensation insurance;
- (c) boiler and machinery insurance;
- (d) plate glass insurance to the extent, if any, determined by the Association;
- (e) water damage insurance to the extent, if any, determined by the Association;
- (f) general liability insurance;
- (g) elevator liability and collision insurance;
- (h) fidelity insurance covering the Association and all officers, directors, managing agents and employees of the Association, the Residential Section, and the Commercial Section;
- (i) directors and officers liability insurance; AND
- (j) such other insurance as the Association may reasonably determine is required by the Condominium.

The premiums for all insurance referred to above and for the liability insurance referred to below shall be a General Common Expense and shall be borne by the Residential Unit Owners and the Commercial Unit Owner in such proportions between them, with due consideration to their respective risks, liabilities and replacement values, as are equitable (as determined by the respective insurance carriers thereof or their agents, brokers or other such parties designated by the Association). All other matters related to insurance of the Condominium shall be governed in accordance with the Bylaws.

***Section 16.4 Terms of Insurance.***

To the extent possible, the insurance obtained by the Association shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, occupants, the Association and their respective agents, invitees, and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit owners, occupants, or the Association, or their agents, invitees, and guests, without thirty (30) days prior written notice to the Association giving it 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 Association at least annually and may be increased or decreased at any time it is deemed necessary or

advisable as determined by the Association to conform to the requirements of full insurable value.

#### **SECTION 17 --ENCROACHMENTS**

##### *Section 17.1 Encroachments.*

In the event that by reason of the construction, reconstruction, settlement, or shifting of any building or structure, or the design or construction of any Unit or structure, any part of the Common Elements or Limited Common Elements, 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 Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, or any portion of any Limited Common Elements encroach upon other Limited Common Elements, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit, Common Elements or Limited Common Elements so long as all or any part of the building or structure containing such Unit, Common Elements or Limited Common Elements shall remain standing. However, in no event shall a valid easement for any such encroachment be created in favor of the owner of any Unit or rights to use of Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner.

#### **SECTION 18 --COVENANTS RUNNING WITH THE LAND**

All provisions of this Declaration, the Bylaws and the Rules and Regulations as they exist from time to time, including, without limitation, the provisions of this Section 18, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his/her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Residential and/or Commercial Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any Person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or use and occupancy agreement thereof. If any provision which is necessary to cause this Declaration to be sufficient to submit the Property to the provisions of the Act is missing from this Declaration, then such provision shall be deemed included as part of this Declaration, for the purposes of submitting the Property to the provisions of the Act.

## **SECTION 19 --RIGHTS OF ACTION AND NON WAIVER**

### ***Section 19.1 Rights of Action.***

If any Unit owner fails to comply with this Declaration or the Bylaws or decisions made by the Association, the Association may sue such Unit owner for damages caused by such failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the Bylaws of the Association.

### ***Section 19.2 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 on behalf of the Association.

## **SECTION 20 --AMENDMENTS TO DECLARATION**

Except as otherwise provided by the Act, this Declaration may be amended with the written consent of at least seventy-five percent (75.00%) of the Commercial Unit owners and seventy five percent (75.00%) of the Residential Unit Owners and their respective Permitted Mortgagees (wherein each Unit Owner's percentage vote is determined in accordance with Section 12 hereof). A Unit owner's written consent is not effective unless it is approved by the Permitted Mortgagee of the Unit, if any. An amendment becomes effective when it is recorded in the same manner as this Declaration. A copy of the amendment shall also be mailed or personally delivered to each Unit owner at the address on file with the Association.

## **SECTION 21 --EMINENT DOMAIN**

(a) Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Elements or one or more Units or parts of Units by the exercise of the power of, or power in the nature of, eminent domain or by an action or conveyance in lieu of condemnation, the Board and each Unit owner shall be entitled to notice. As applicable, the Declarant or the Board shall, and the Unit owners at their respective expenses may, participate in the proceedings.

(b) With respect to Common Elements, any damages or awards will be determined for the taking, injury or destruction as a whole and not for each Unit owner's interest in the Common Elements. After that determination, each Unit owner will be entitled to a share of the

damages in the same proportion as his or her allocable Common Interests. This provision does not prohibit the Board, pursuant to authorization by a majority of all Unit Owners, from restoring the Common Elements so taken on the remaining land or on other acquired land, provided that this Declaration and the Condominium Plats are fully amended.

(c) With respect to one or more Units or parts of Units, the damages or awards will be deposited with the Board, as trustee, even though the damages or awards may be payable to one or more Unit owners. In the event a Unit owner refuses to deposit his or her award with the Board, then at the option of the Board, either a special assessment will be made against the defaulting Unit owner and his or her Unit in the amount of this award or the amount of the award will be set off against the sums made payable to that Unit owner by the provisions below.

(d) In the event the Property is removed from the provisions of the Act pursuant to Sections 15 hereof, the proceeds of the damages or awards will be distributed or used in accordance with the provisions of Section 15.2.

(e) If one or more Units are taken, in whole or in part, and the Property is not removed from the provisions of the Act, the taking will have the following effect:

(1) If the taking reduces the size of a Unit and the remaining portion of the Unit may be made habitable, as determined by the Board, the Unit will be made habitable. If the cost of this work exceeds the amount of the award, the additional funds required will be assessed against the Unit owner. The balance of the award, if any, will be distributed to the mortgagee to the extent of the unpaid balance of its mortgage and the excess, if any, will be distributed to the Unit owner. If there is a balance of the award distributed to the Unit owner or a mortgagee, the Unit owner's percentage of undivided interest in the Common Elements will be equitably reduced. This will be done by recomputing the percentages of undivided interests of all Unit owners in the Common Elements, taking into account the reduction in floor area occasioned by the taking.

(2) If the taking destroys or so reduces the size of a Unit that it cannot be made habitable, as determined by the Board, the award will be distributed to the mortgagee of the Unit to the extent of the unpaid balance of its mortgage and the excess, if any, will be distributed to the Unit owner. The remaining portion of the Unit, if any, will become a part of the Common Elements and will be placed in condition for use by all Unit owners in the manner approved by the Board. The percentages of undivided interests in the Common Elements appurtenant to the Units that continue as part of the Property will be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of Unit owners.

(f) Notwithstanding anything to the contrary in this Declaration, changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by the taking referred to in this Section 21, will be evidenced by an amendment to this Declaration and the Plat, without the approval of such amendment(s) by the Unit owners.



## SECTION 22 -- SALES OR CONVEYANCES

On the sale or conveyance of a Unit, all unpaid amounts owed by a Unit owner to the Association will first be paid out of the sales price; provided, however, that if these unpaid amounts are not paid or collected at the time of a sale or conveyance of a Unit, the grantee of the Unit will be jointly and severally liable with the selling Unit owner for all unpaid assessments against the selling Unit owner to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Unit owner the amounts paid by the grantee. Any Person who has entered into a written agreement to purchase a Unit will be entitled, on written request, to a statement from the Board setting forth all such unpaid amounts against the selling Unit owner and that grantee will not be liable for, nor will the Unit conveyed be subject to, a lien for any unpaid amounts owed to the Association by the selling Unit owner in excess of the amount set forth in the statement; provided, however, that the former Unit owner will remain liable for all unpaid amounts.

## SECTION 23 --NOTICES

All notices and other documents required to be given by this Declaration shall be sufficient if given to one (1) 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 the Secretary shall be deemed to have discharged his or her 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 or her.

## SECTION 24 --RESIDENT AGENT

The resident agent for the Condominium shall be Scott C. Fergus, whose address is 259 West Broadway, Suite 100, Waukesha, WI 53186. The name or address of the resident agent may be changed in accordance with the Act, as may be amended from time to time.

## SECTION 25 --MORTGAGEE RIGHTS

The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in the Condominium ("Permitted Mortgagee"), upon the submission of a written request to the Association delivered to the resident agent, shall be entitled to receive written notice from the Association of the following matters:

- (a) Any default or delinquency in the performance by the individual Unit owner who is the Permitted Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to the said mortgagor;

(b) The call of any meeting of the membership of the Board to be held for the purpose of considering any proposed amendment to the Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association in any material respect. A change to any of the following is considered material hereunder:

- (1) voting rights;
- (2) assessments, assessment liens, or the priority of assessment liens;
- (3) reserves for maintenance and repairs;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interests in the Common or Limited Common Elements;
- (6) redefinition of any Unit boundaries;
- (7) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of Property to or from the same;
- (8) insurance or fidelity bond;
- (9) imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;
- (10) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;
- (11) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (12) any provisions contained in this Declaration that expressly benefit mortgage holders, insurers or guarantors.

(c) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage, at such time as such condemnation or casualty loss is made known to the Association.

(d) A lapse, cancellation or material modification in any insurance policy or fidelity bond maintained by the Association.

(e) Any proposed action that requires the consent of a specified percentage of Permitted Mortgagees.

(f) To be entitled to receive notification as provided for herein, the Permitted Mortgagee must send a written request to the resident agent of the Association, stating its name, address and the Unit number or address on which it has a mortgage, insurance policy or guaranty. The

Permitted Mortgagee shall pay the Association the Association's costs of obtaining, compiling and furnishing the information.

#### **SECTION 26 --RIGHT OF ENTRY**

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Declarant or Association to make installations, alteration or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to the Declarant, Association or their agents.

#### **SECTION 27 --REQUIREMENTS OF CERTAIN FEDERAL AGENCIES**

If any Unit is subject to a mortgage owned or guaranteed under Freddie Mac, Fannie Mae, HUD or VA regulations, then the Condominium created hereunder may not be amended in a manner that would be inconsistent with regulations as may be amended from time promulgated by the aforementioned entities.

#### **SECTION 28 --CONSTRUCTION AND EFFECT**

##### *Section 28.1 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 both genders.

##### *Section 28.2 Captions.*

Captions and other headings contained herein are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Declaration or any provision hereof.

##### *Section 28.3 Successors and Assigns.*

All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns.

##### *Section 28.4 Severability.*

If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

*Section 28.5 Deemed Interests.*

Wherever in this Declaration a specified percentage of Unit Owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own all of the Units, less any interests for Units already conveyed at the time of such determination.

*Section 28.6 Liberal Construction.*

The provisions of any Condominium instruments filed under the Act, amendments thereto, and the Bylaws, shall be liberally construed to facilitate the creation and operation of the Condominium.

*Section 28.7 Statutory Rules.*

The Condominium instruments, including this Declaration, shall be construed in accordance with section 703.30 of the Act, as may be amended from time to time.

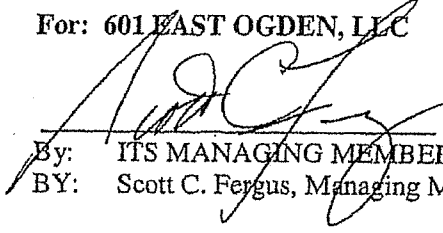
*Section 28.8 Incorporation by Reference.*

Every exhibit, schedule, and other appendix attached to this Declaration and referred to herein is incorporated in this Declaration by reference unless this Declaration expressly otherwise provides.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Declarant, through its authorized signatory, has caused this document to be executed as of the date first set forth above.

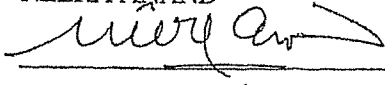
For: 601 EAST OGDEN, LLC

  
By: ITS MANAGING MEMBER, SCF GROUP, LLC  
BY: Scott C. Fergus, Managing Member

State of Wisconsin            )  
  ) ss.  
County of Waukesha         )

The foregoing instrument was acknowledged before me this 3rd day of March, 2005, by Scott C. Fergus, Managing Member of SCF Group, LLC who is personally known by me and executed this document.

NEERA ANAND

  
\_\_\_\_\_

Notary Public, State of Wisconsin  
My Commission is PERMANENT

*This document was drafted by:*

*Neera Anand, Esq.  
259 West Broadway, #100  
Waukesha, WI 53186*

---

**EXHIBIT A --COPY OF CONDOMINIUM PLAT & LEGAL DESCRIPTION**

LEGAL DESCRIPTION

Lots Nine (9), Ten (10), Eleven (11) and Twelve (12), excepting therefrom the East Ten (10) feet thereof, in Block One Hundred Twenty-eight (128) in FRACTIONAL WEST 1/2 OF THE SOUTHWEST 1/4 of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

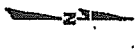
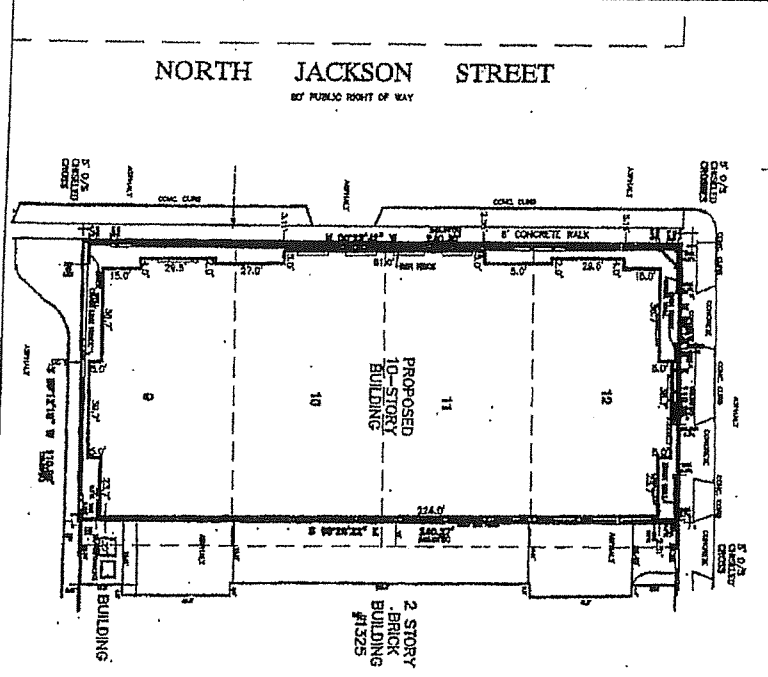
Together with a temporary construction easement as contained in a Maintenance of Set-Back Agreement and Temporary Construction Easement recorded on September 11, 2002 in Reel 5410, Image 3522, as Document No. 8344293.

lb

EAST OGDEN AVENUE  
OF PUBLIC RIGHT OF WAY

# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



### LEGEND

⊗ EACH FEE TAG	⊗ SQUARE HOLE
⊙ BOUNDARY	⊗ SLOPE
⊙ COMMERCIAL, RES.	⊗ SLOPE CLEARANCE OR STAIR VENT
⊙ PLANT SIGNATURE	⊗ SLOPE REDIRECTION MARKABLE
⊙ FLOOR FILL	⊗ WIDTH MARK
⊙ FLOOR FILL	⊗ WIDTH MARK
⊙ FLOOR FILL	⊗ WIDTH MARK
⊙ FLOOR FILL	⊗ WIDTH MARK
⊙ FLOOR FILL	⊗ WIDTH MARK
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⊙ FLOOR FILL	⊗ WIDTH MARK
⊙ FLOOR FILL	⊗ WIDTH MARK
⊙ FLOOR FILL	⊗ WIDTH MARK

- NOTES:
1. COMMON ELEMENTS ALL AREAS WITHIN THE CONDOMINIUM, EXCEPT THE RESIDENTIAL UNITS, COMMERCIAL UNITS, COMMERCIAL PARKING SPACES AND RESIDENTIAL PARKING UNITS.
  2. REFER TO THE GENERAL REGULATION OF CONDOMINIUM ACT OF 601 LOFTS CONDOMINIUMS FOR REGULATIONS AND ELECTIONS. COMMERCIAL COMMON ELEMENTS AND COMMERCIAL LIMITED COMMON ELEMENTS.

I, DONALD C. SHARP, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND ENCLOSUREMENTS DESCRIBED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THE CONDOMINIUM PLAN IS A CORRECT REPRESENTATION OF 601 LOFTS CONDOMINIUMS AS PROPOSED. AT THE DATE HEREOF, AND THE LATEST REVISIONS HERETO, THE LAYOUT OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN, COMPASS BEARING AND LINE BEARINGS AND THE DISTANCES OF THE BOUNDARIES AND FLOOR PLANS OF THE UNITS, UNITS WHICH DO NOT EXIST, AND THE DISTANCES OF THE BOUNDARIES AND FLOOR PLANS OF THE UNITS, UNITS WHICH DO NOT EXIST.

DONALD C. SHARP, JR., SURVEYOR

11/12/2011

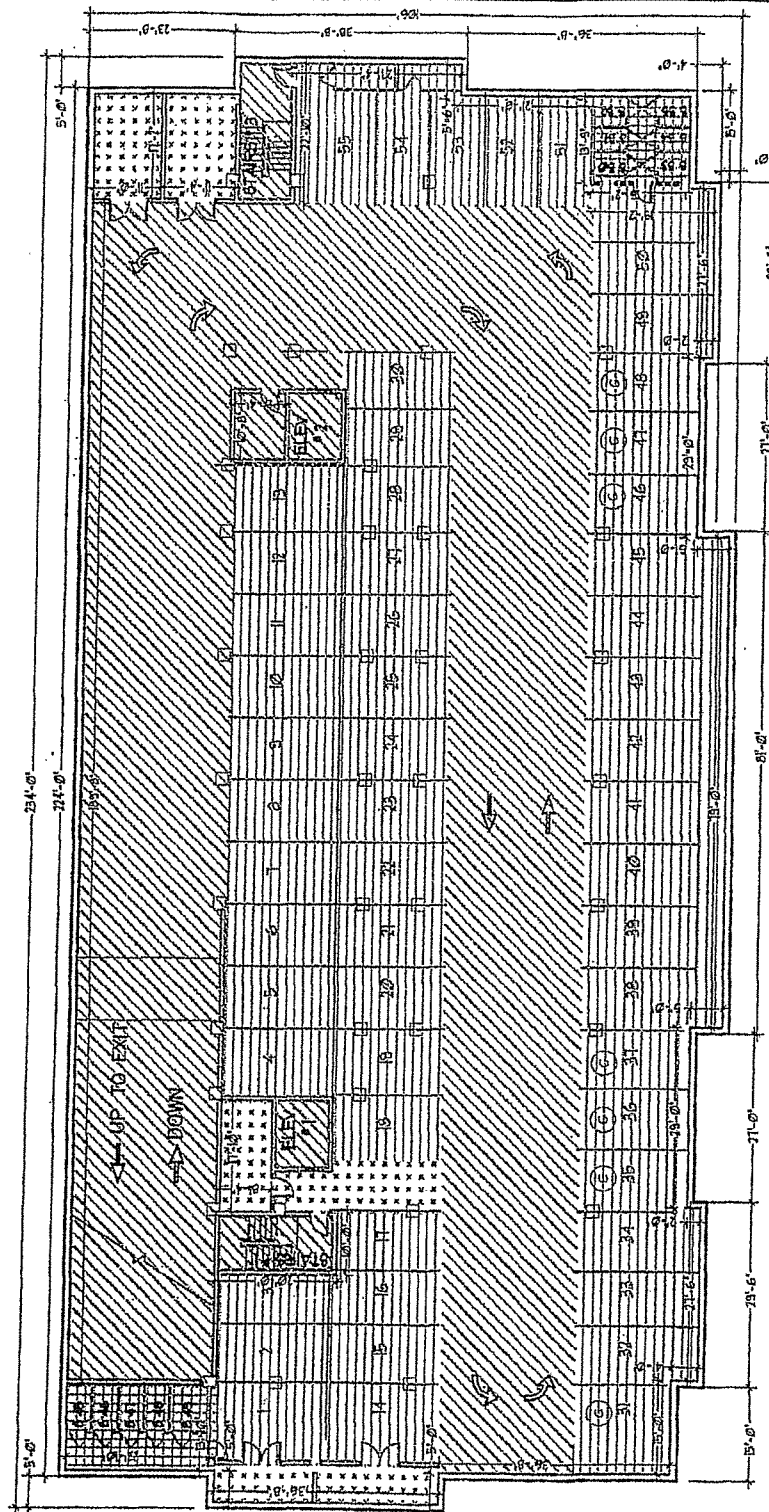
STATE OF WISCONSIN  
MILWAUKEE COUNTY  
LAND SURVEYOR

National Surveying & Engineering  
1845 W. Wisconsin Road  
Suite 300  
Milwaukee, WI 53225-4329  
TEL: 414-763-4400  
WWW.NATIONALSURVEYING.COM  
REPORT OF 13

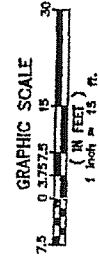


# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



NOTES:  
 - AREAS AND DIMENSIONS ARE BASED ON PROPOSED DRAWINGS PROVIDED TO SURVEYOR BY EGRESS UNDER AGREEMENT.  
 - AREAS AND DIMENSIONS ARE APPROXIMATE.  
 - ALL DIMENSIONS ARE FROM ACTUAL CONSTRUCTED UNIT SIZES.



**LEGEND**

	GE - GENERAL COMMON ELEMENTS
	RE - RESIDENTIAL COMMON ELEMENTS
	RLCE - RESIDENTIAL LIMITED COMMON ELEMENTS
	CE - COMMERCIAL COMMON ELEMENTS
	CPU - COMMERCIAL PARKING UNITS
	RU - NON-HATCHED AREAS
	CU - COMMERCIAL UNITS
	CLCE - COMMERCIAL LIMITED COMMON ELEMENTS
	CPU - COMMERCIAL PARKING UNITS
	CU - COMMERCIAL UNITS
	CU - COMMERCIAL UNITS
	CU - COMMERCIAL UNITS

ALL UNITS & COMMON AREAS ARE 4' x 10' UNLESS NOTED OTHERWISE WITH A "C" THESE ARE FOR CONFLICT ONLY

**LOWER LEVEL**

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT, COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS SHOWN ON THIS DRAWING ARE APPROXIMATE AND NOT TO BE USED FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 3 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

**National Survey & Engineering**  
 243.781-1000  
 Fax: 243-797-7373  
 16765 W. Bluemound Road  
 Suite 200  
 Brookfield, WI 53005-5928  
 www.nse.com

6/10/04 for  
 CHOMP/FRITZLY

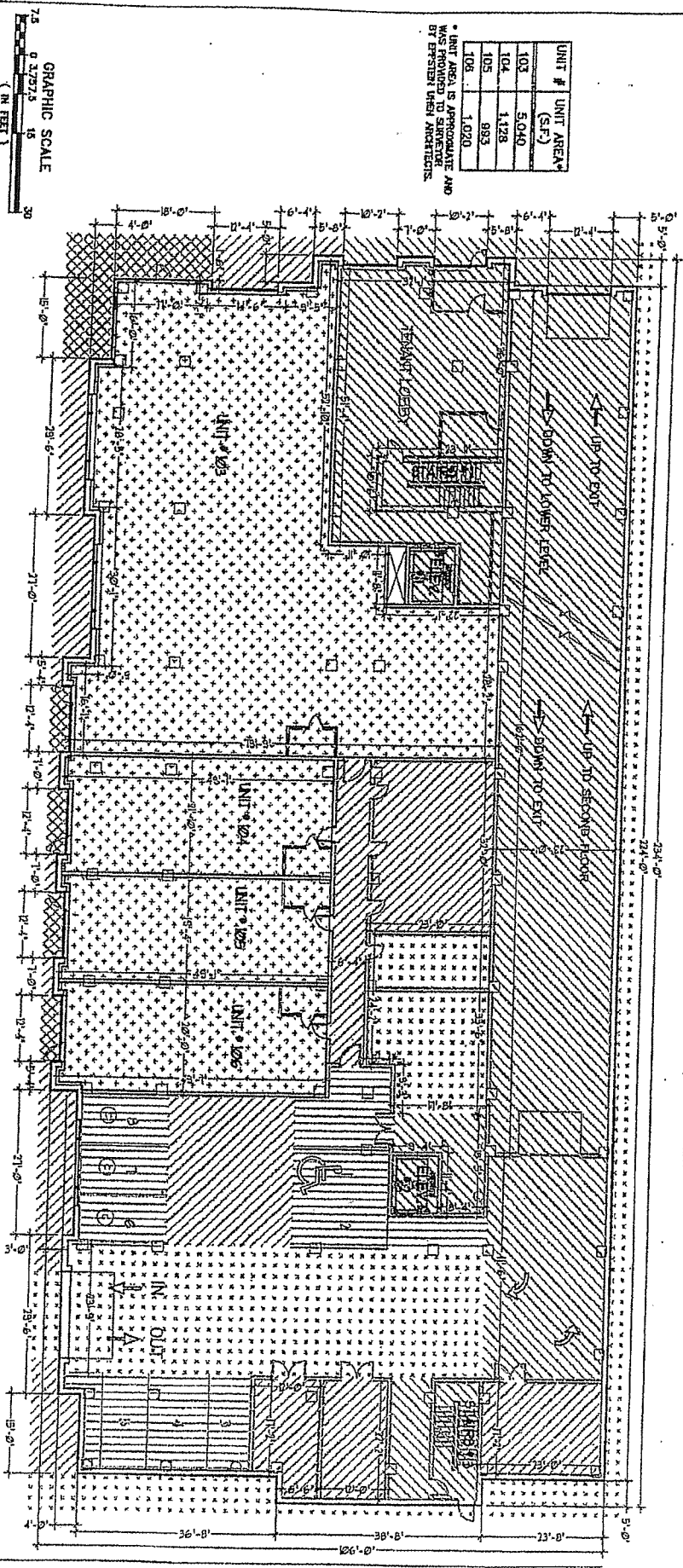
SHEET 2 OF 11

# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT #	UNIT AREA* (S.F.)
103	5,040
104	1,128
105	993
106	1,020

\* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPPSTEIN URSH ARCHITECTS.



GRAPHIC SCALE  
 1" = 15' (IN FEET)  
 1" = 15' H.

**LEGEND**

- OC - GENERAL COMMON ELEMENTS
- OC - RESIDENTIAL COMMON ELEMENTS
- OC - COMMERCIAL COMMON ELEMENTS
- OC - RESIDENTIAL PARKING UNITS
- OC - HIGH-RISE AREAS
- OC - COMMERCIAL UNITS
- OC - COMMERCIAL LIMITED COMMON ELEMENTS
- OC - COMMERCIAL PARKING UNITS

ALL PRICES & TOLERANCES ARE IN FEET & INCHES UNLESS OTHERWISE SPECIFIED WITH A "C" THERE ARE PER CONTRACT CASES OF "X" SIZE.

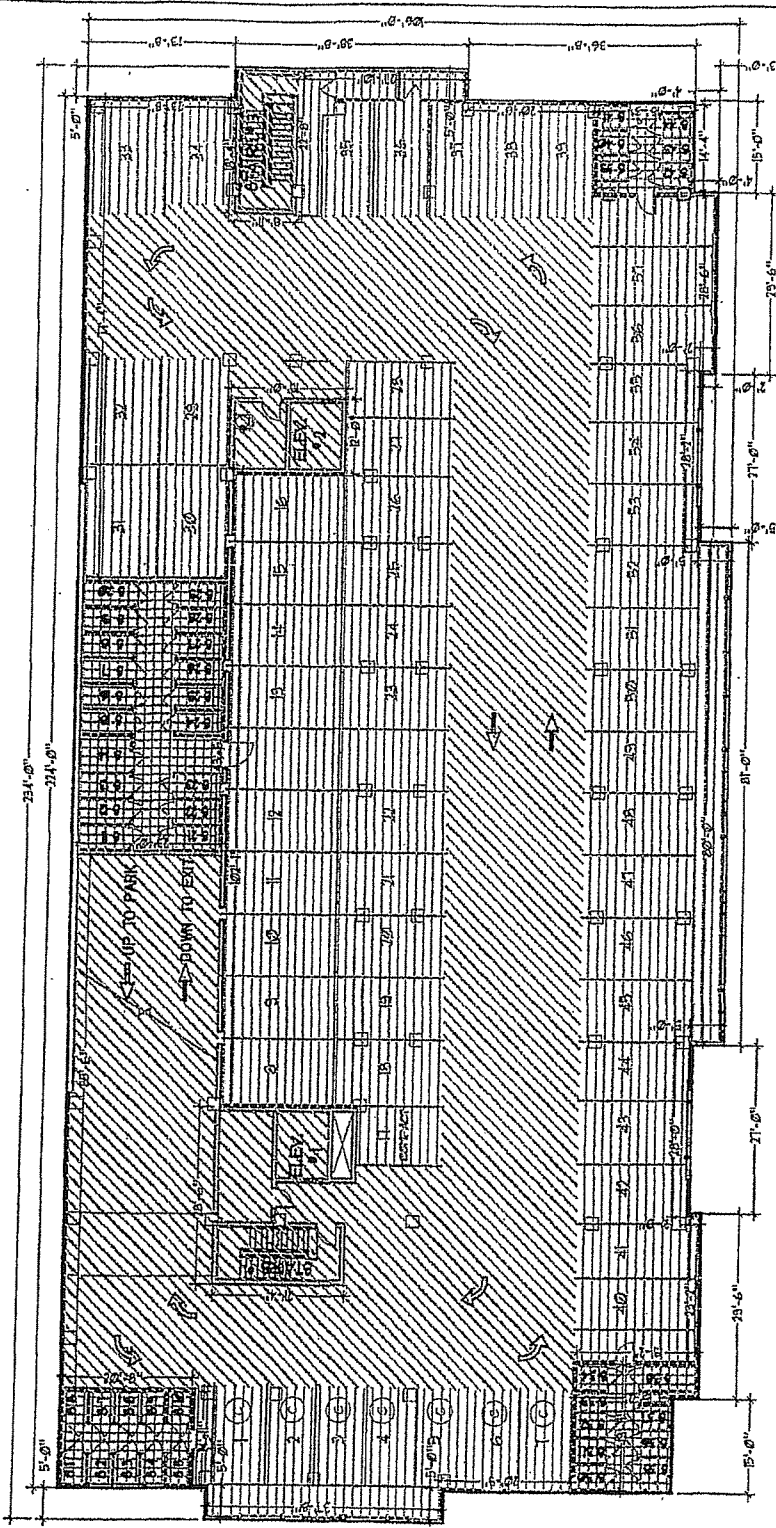
## FIRST FLOOR

PLEASE NOTE: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT DERIVED ON THIS RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS SHOWN ON THIS PLAN AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 5 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

**National Survey & Engineering**  
 262-731-1888  
 16145 W. Okauchee Road  
 Suite 200  
 Wauwatosa, WI 53095-5935  
 Addressed to: A. Scott Kowalski, Inc.  
 Surveying & Engineering  
 16145 W. Okauchee Road  
 Wauwatosa, WI 53095-5935  
 SHIRT 3 OF 11

# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE  
 0 25 50  
 (IN FEET)  
 1 inch = 15 ft.

### LEGEND

	RU - NON-HATCHED AREAS RESIDENTIAL UNITS
	CU - COMMERCIAL UNITS
	CEU - COMMERCIAL LIMITED COMMON ELEMENTS
	CRU - COMMERCIAL PARKING UNITS
	ALL UNITS & "COMMON" ELEMENTS ARE 2'-0" X 11'-0" UNLESS OTHERWISE NOTED WITH A "C". THESE ARE FOR COMPACT CARS
	CE - GENERAL COMMON ELEMENTS
	RE - RESIDENTIAL COMMON ELEMENTS
	REU - RESIDENTIAL LIMITED COMMON ELEMENTS
	CCU - COMMERCIAL COMMON ELEMENTS
	CRU - RESIDENTIAL PARKING UNITS

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT, COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 2 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

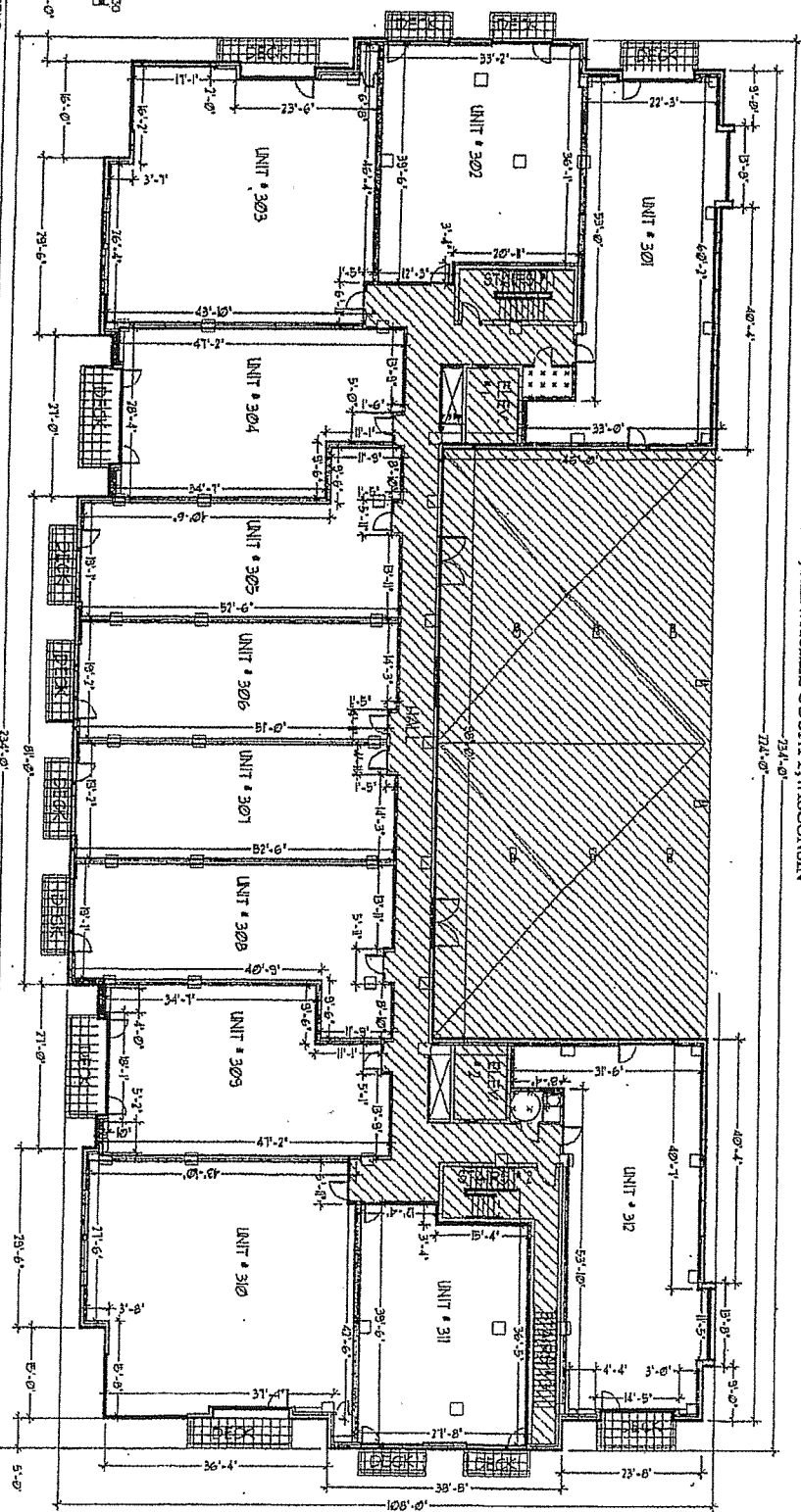
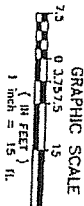
**National Survey & Engineering**  
 743-741-1100  
 Fax: 743-291-2133  
 10743 W. Wisconsin Street  
 Suite 300  
 Brookfield, WI 53005-5318  
 www.nse.com  
 2-METREWAY  
 CRIBBING FRANCHISE

# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT #	UNIT AREA* (S.F.)
301	1,525
302	1,298
303	1,861
304	1,273
305	1,172
306	1,053
307	1,053
308	1,172
309	1,273
310	1,861
311	1,095
312	1,536

\* UNIT AREA IS APPROXIMATE AND WAS OBTAINED BY SURVEYOR BY EPPSTEIN, SMITH ARCHITECTS



**LEGEND**

	GE - GENERAL COMMON ELEMENTS
	RE - RESIDENTIAL COMMON ELEMENTS
	CE - COMMERCIAL COMMON ELEMENTS
	RPV - RESIDENTIAL PARKING UNITS
	CPV - COMMERCIAL PARKING UNITS
	RU - HIGH-WALLED AREAS
	CLCE - COMMERCIAL LIMITED COMMON ELEMENTS
	CC - ALL "THIRD" & "FOUR" UNITS SIZES ARE 9'-0" X 18'-0" UNITS. THEY ARE REPRESENTED WITH A "C" THESE ARE FOR COMPACT CARS.

## THIRD FLOOR

PLEASE REFER TO THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL, UNIT AS SHOWN ON THE UNIT RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS DEFINED IN THE UNIT RESIDENTIAL PARKING UNIT AND/OR COMMERCIAL PARKING UNIT AS SHOWN ON THE UNIT COMMERCIAL PARKING UNIT AND/OR COMMERCIAL PARKING UNIT AS SHOWN ON THE UNIT COMMERCIAL PARKING UNIT. SEE SECTION 5 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

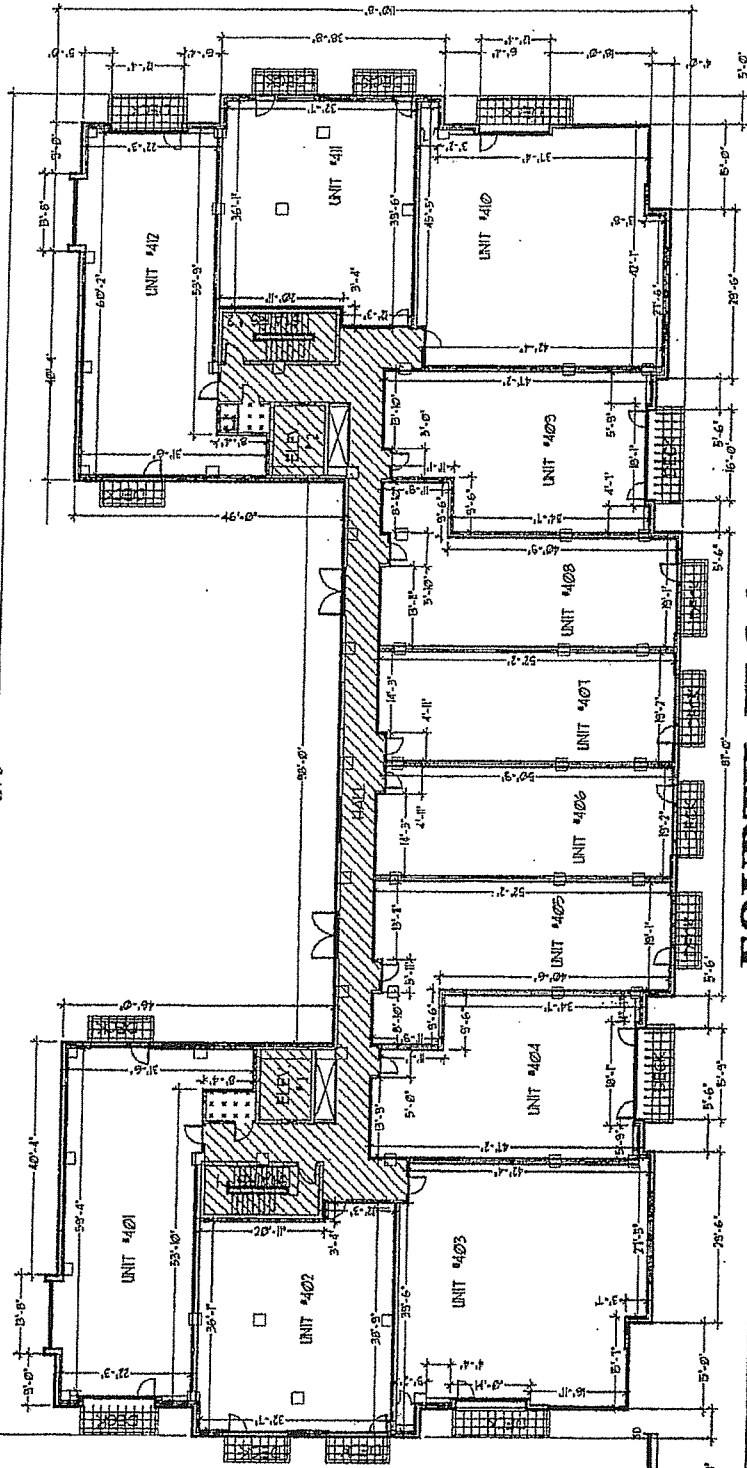
**National Survey & Engineering**

262-281-7888  
262-281-7973  
16745 W. Belvidere Road  
Suite 200  
Madison, WI 53704  
www.nsewi.com  
531-370-0000  
CHICAGO, ILLINOIS  
SHEET 3 OF 13

# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

34'-0"



UNIT #	UNIT AREA* (S.F.)
401	1,523
402	1,298
403	1,889
404	1,273
405	1,172
406	1,053
407	1,053
408	1,172
409	1,273
410	1,851
411	1,298
412	1,523

\*UNIT AREA IS APPROXIMATE AND NOT TO BE USED FOR CONSTRUCTION BY EPSTEIN URBAN ARCHITECTS.

GRAPHIC SCALE  
 7.5 15  
 1 INCH = 15 FT.

**LEGEND**

- COMMERCIAL COMMON ELEMENTS
- RESIDENTIAL COMMON ELEMENTS
- RESIDENTIAL UNITS COMMON ELEMENTS
- COMMERCIAL UNITS COMMON ELEMENTS
- COMMERCIAL PARKING UNITS
- RESIDENTIAL PARKING UNITS
- NON-FINISHED AREAS
- COMMERCIAL UNITS
- COMMERCIAL LIMITED COMMON ELEMENTS
- COMMERCIAL PARKING UNITS
- COMMERCIAL UNITS
- COMMERCIAL LIMITED COMMON ELEMENTS
- COMMERCIAL PARKING UNITS
- COMMERCIAL UNITS
- COMMERCIAL LIMITED COMMON ELEMENTS
- COMMERCIAL PARKING UNITS
- COMMERCIAL UNITS

**FOURTH FLOOR**

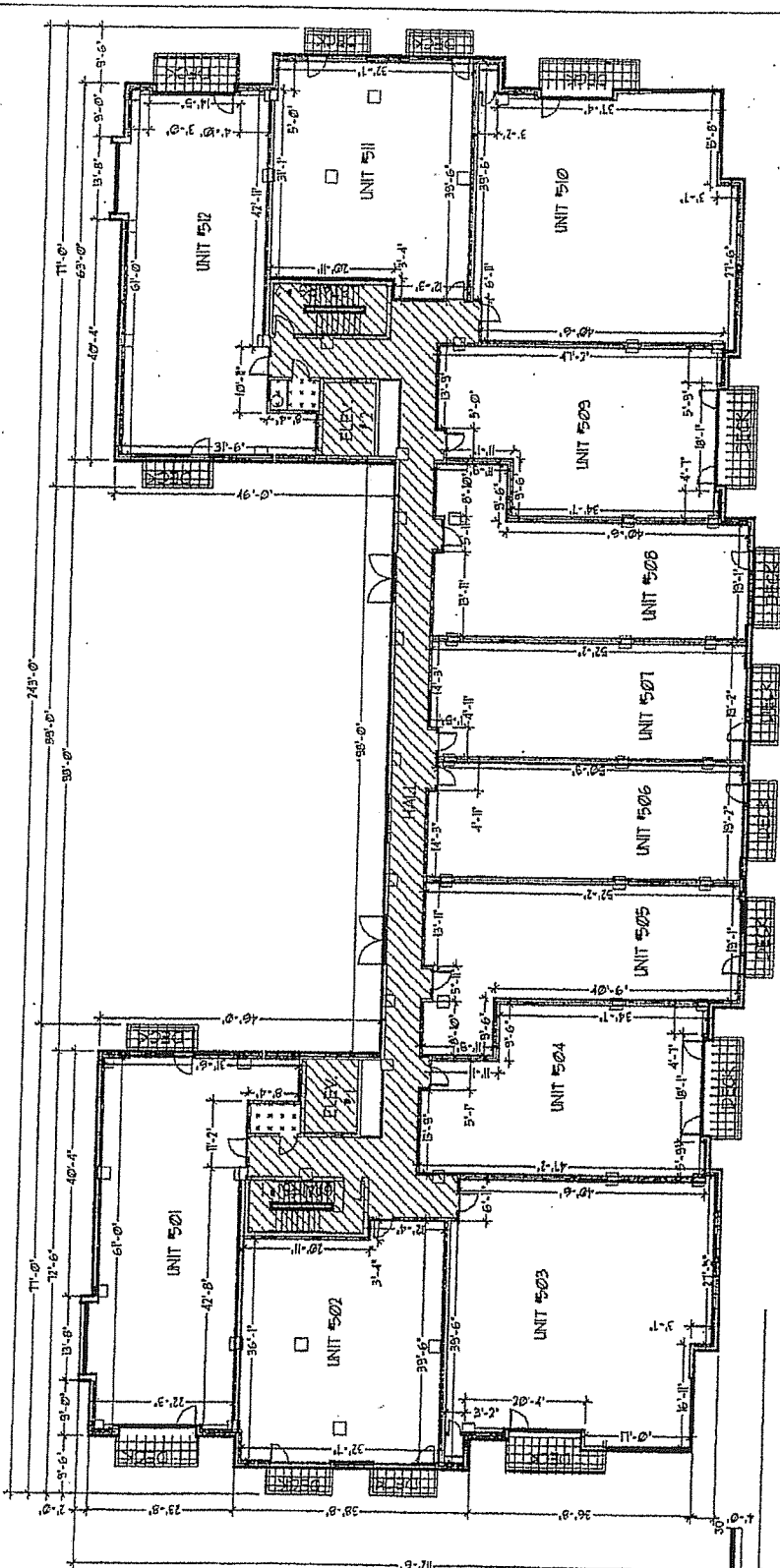
DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT, COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND COMMON ELEMENTS SHOWN HEREON ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 5 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

**National Survey & Engineering**  
 A TRISTAR FILLBURN ASSOCIATES, INC. COMPANY  
 252-781-1000  
 Fax: 252-797-7373  
 1645 W. Blomwood Road  
 Rockford, WI 53085-9938  
 WWW.NSE.COM  
 REGISTERED PROFESSIONAL ENGINEERS

SHEET 6 OF 13

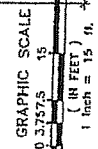
# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



UNIT #	UNIT AREA* (S.F.)
501	1,525
502	1,298
503	1,876
504	1,275
505	1,172
506	1,053
507	1,053
508	1,172
509	1,273
510	1,851
511	1,298
512	1,525

\* UNIT AREA IS APPROXIMATE AND WAS OBTAINED TO SURVEYOR BY EPSTEIN GREN ARCHITECTS.



- LEGEND:**
- [Pattern] - GENERAL COMMON ELEMENTS
  - [Pattern] - RESIDENTIAL COMMON ELEMENTS
  - [Pattern] - RESIDENTIAL LIMITED COMMON ELEMENTS
  - [Pattern] - COMMERCIAL COMMON ELEMENTS
  - [Pattern] - COMMERCIAL LIMITED COMMON ELEMENTS
  - [Pattern] - COMMERCIAL PARKING UNITS
  - [Pattern] - NON-HATCHED AREA
  - [Pattern] - COMMERCIAL UNITS
  - [Pattern] - COMMERCIAL LIMITED COMMON ELEMENTS
  - [Pattern] - COMMERCIAL PARKING UNITS
  - [Pattern] - COMMERCIAL LIMITED COMMON ELEMENTS
  - [Pattern] - COMMERCIAL PARKING UNITS
  - [Pattern] - COMMERCIAL LIMITED COMMON ELEMENTS
  - [Pattern] - COMMERCIAL PARKING UNITS

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT, COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND COMMERCIAL PARKING UNITS DEPICTED ON THIS PLAN ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 5 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

## FIFTH FLOOR

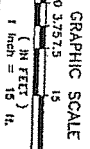
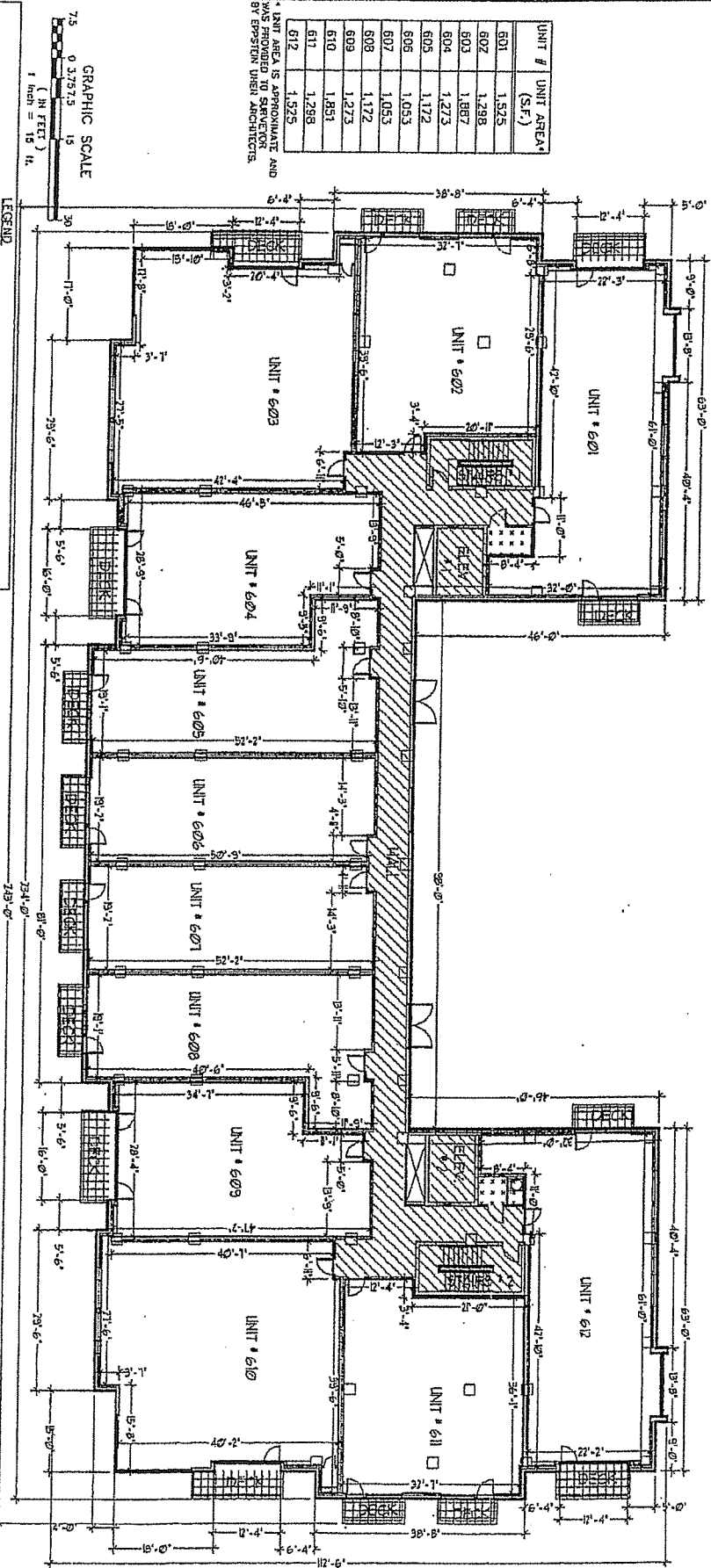
**National Survey & Engineering**  
 262-781-1000  
 Fax: 262-797-1733  
 16745 W. Bluffwood Road  
 Suite 208  
 Brookfield, WI 53005-5933  
 www.nse.com  
 1000 W. National Avenue  
 Brookfield, WI 53005-5933  
 CRAYTON ARCHITECTS  
 SHEET 1 OF 13

# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT #	UNIT AREA* (S.F.)
601	1,525
602	1,298
603	1,887
604	1,273
605	1,172
606	1,053
607	1,172
608	1,273
609	1,851
610	1,851
611	1,298
612	1,525

\* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY EPSTEIN URSN ARCHITECTS.



**LEGEND**

- GC - GENERAL COMMON ELEMENTS
- RC - RESIDENTIAL COMMON ELEMENTS
- CC - COMMERCIAL COMMON ELEMENTS
- CU - COMMERCIAL COMMON ELEMENTS
- CV - RESIDENTIAL PRIVATE UNITS
- RU - NON-HINGED AREAS
- CI - COMMERCIAL UNITS
- CH - COMMERCIAL HINGED AREAS
- CC - COMMERCIAL COMMON ELEMENTS
- CH - COMMERCIAL HINGED AREAS
- CV - RESIDENTIAL PRIVATE UNITS
- CU - COMMERCIAL COMMON ELEMENTS
- CV - RESIDENTIAL PRIVATE UNITS

ALL PRISMS & TRISERS MINIMUM SIZE ARE 6'-0" X 6'-0" UNLESS NOTED OTHERWISE.

## SIXTH FLOOR

**DISCLAIMER:** THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT, COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING PURPOSES SHOWN ON THIS PLAN ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 3 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

**National Survey & Engineering**

262-718-1100  
754.202.7177-7173  
6545 N. Sunmeadow Road  
Bend, OR 97703  
www.nse.com

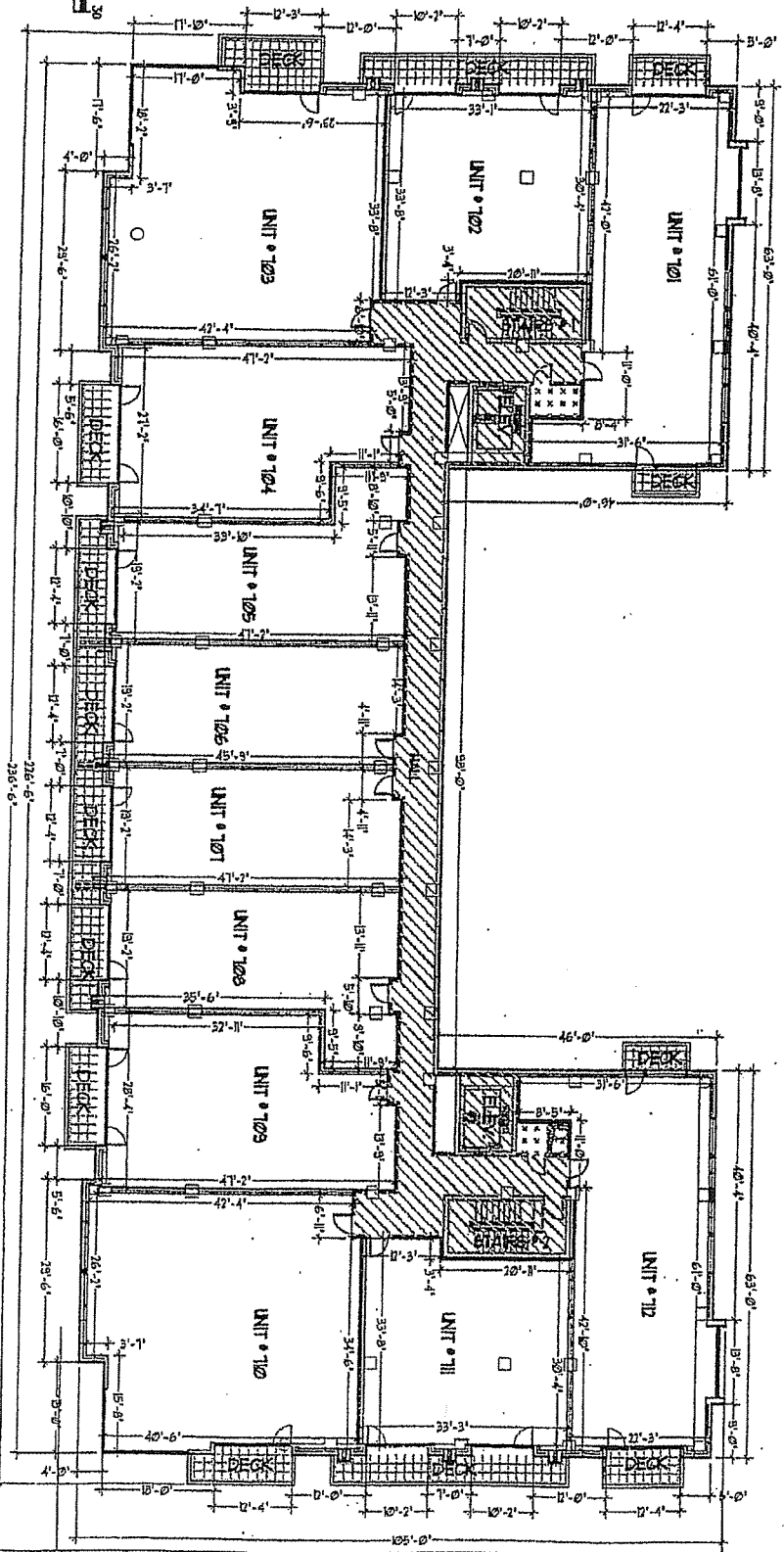
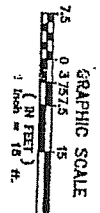
CHRYSTAL/2003  
SHEET 6 OF 13

# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT #	UNIT AREA (S.F.)
701	1,525
702	1,131
703	1,882
704	1,272
705	1,073
706	953
707	953
708	1,073
709	1,272
710	1,832
711	1,131
712	1,525

\* UNIT AREAS APPROXIMATE AND NOT PROVIDED TO SURVEYOR BY ARCHITECT WHEN PROVIDED.



**LEGEND**

- OC - GENERAL COMMON ELEMENTS
- RE - RESIDENTIAL COMMON ELEMENTS
- RLC - RESIDENTIAL LIMITED COMMON ELEMENTS
- CCU - COMMERCIAL COMMON ELEMENTS
- RPV - RESIDENTIAL PARKING UNITS
- NO - NON-FINISHED AREAS
- CU - COMMERCIAL UNITS
- CCU - COMMERCIAL LIMITED COMMON ELEMENTS
- CPV - COMMERCIAL PARKING UNITS

ALL THICK & THIN WALLS ARE 8" & 4" THICK AND THE COMPACT CORES ARE 8" & 4" THICK.

## SEVENTH FLOOR

DETAILED: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT, COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT IS SHOWN ON THIS FLOOR PLAN AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 8 FOR THE LOCATION OF THE BUILDING FOR ADDITIONAL INFORMATION.

**National Survey & Engineering**

206-781-1100  
10445 W. Bluemound Road  
Milwaukee, WI 53227-3131

8542522.DWG  
ATM/MLC/ET/STW

SHEET 9 OF 13

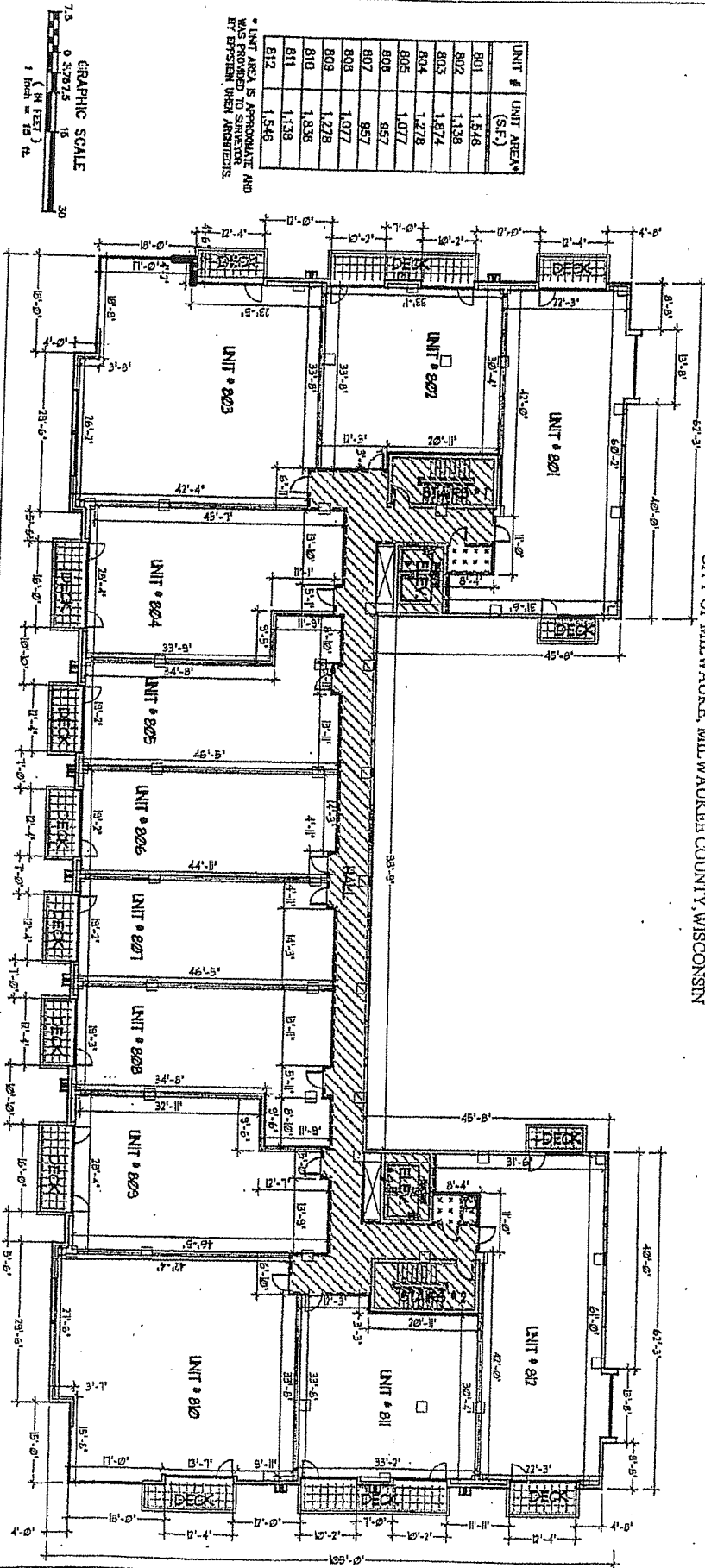


# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT #	UNIT AREA* (S.F.)
801	1,348
802	1,138
803	1,874
804	1,278
805	1,977
806	957
807	957
808	1,977
809	1,278
810	1,836
811	1,138
812	1,348

\* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR BY ARCHITECT WHEN AVAILABLE.



## EIGHTH FLOOR

NOTES: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT AS SHOWN ON THIS RESIDENTIAL FLOOR PLAN AND/OR COMMERCIAL PARKING UNIT AS SHOWN ON THIS COMMERCIAL FLOOR PLAN ARE AS SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 8 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

**National Survey & Engineering**  
 212-264-1800  
 14243 W. International Road  
 Suite 210  
 Brookfield, WI 53005-9138  
 www.nsewi.com  
 850001100  
 850001100  
 SHEET NO. OF 11

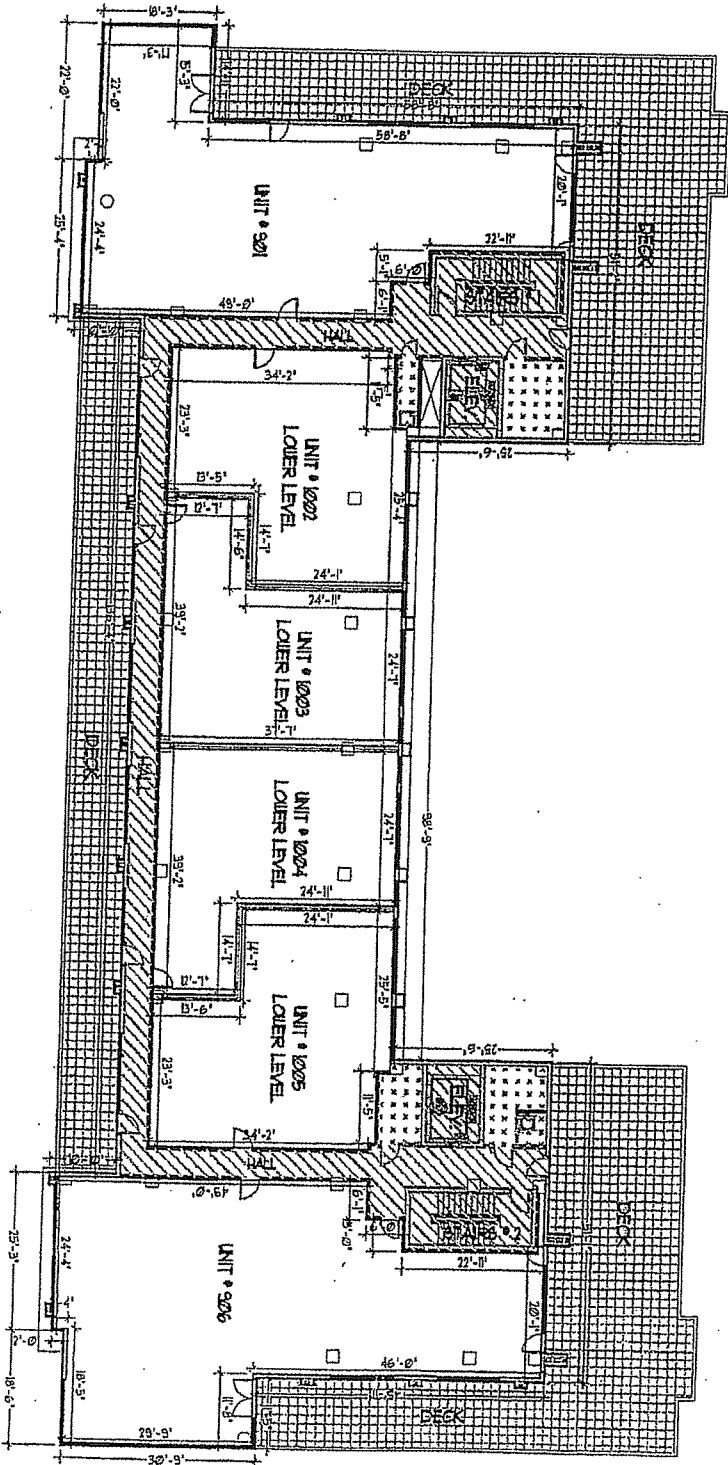
# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

UNIT #	UNIT AREA* (S.F.)
901	2,486
1002(L)	1,195
1003(L)	1,177
1004(L)	1,177
1005(L)	1,287
906	2,570

\* UNIT AREA IS APPROXIMATE AND WAS PROVIDED UNDER ASSUMPTIONS. (L) LOWER LEVEL OF UNIT.

GRAPHIC SCALE  
(IN FEET)  
1 inch = 15 ft.



**LEGEND**

	CE - CONCRETE COMMON ELEMENTS		NI - NON-HATCHED AREAS
	RE - RESIDENTIAL COMMON ELEMENTS		CU - COMMERCIAL UNITS
	RLCE - RESIDENTIAL LIMITED COMMON ELEMENTS		CLCE - COMMERCIAL LIMITED COMMON ELEMENTS
	RU - RESIDENTIAL PARKING UNITS		CU - COMMERCIAL PARKING UNITS
	MS - MECHANICAL SHAFTS		US - UTILITY SHAFTS
	ST - STAIRS		EV - ELEVATORS
	SC - STRUCTURAL COLUMNS		SB - STRUCTURAL BEAMS
	SW - STRUCTURAL WALLS		SS - STRUCTURAL SLABS

## NINTH FLOOR

NOTES: 1. THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT, COMMON ELEMENTS, RESIDENTIAL PARKING UNIT, AND/OR COMMERCIAL PARKING UNIT AS SHOWN ON THIS PLAN ARE APPROXIMATE AND ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. SEE SECTION 8 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

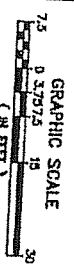
**National Survey & Engineering**  
 102-781-1160  
 10745 W. Highland Road  
 Suite 200  
 Waukegan, WI 53195-5018  
 3147726000  
 3147726011  
 3147726012  
 SHEET 11 OF 13

# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

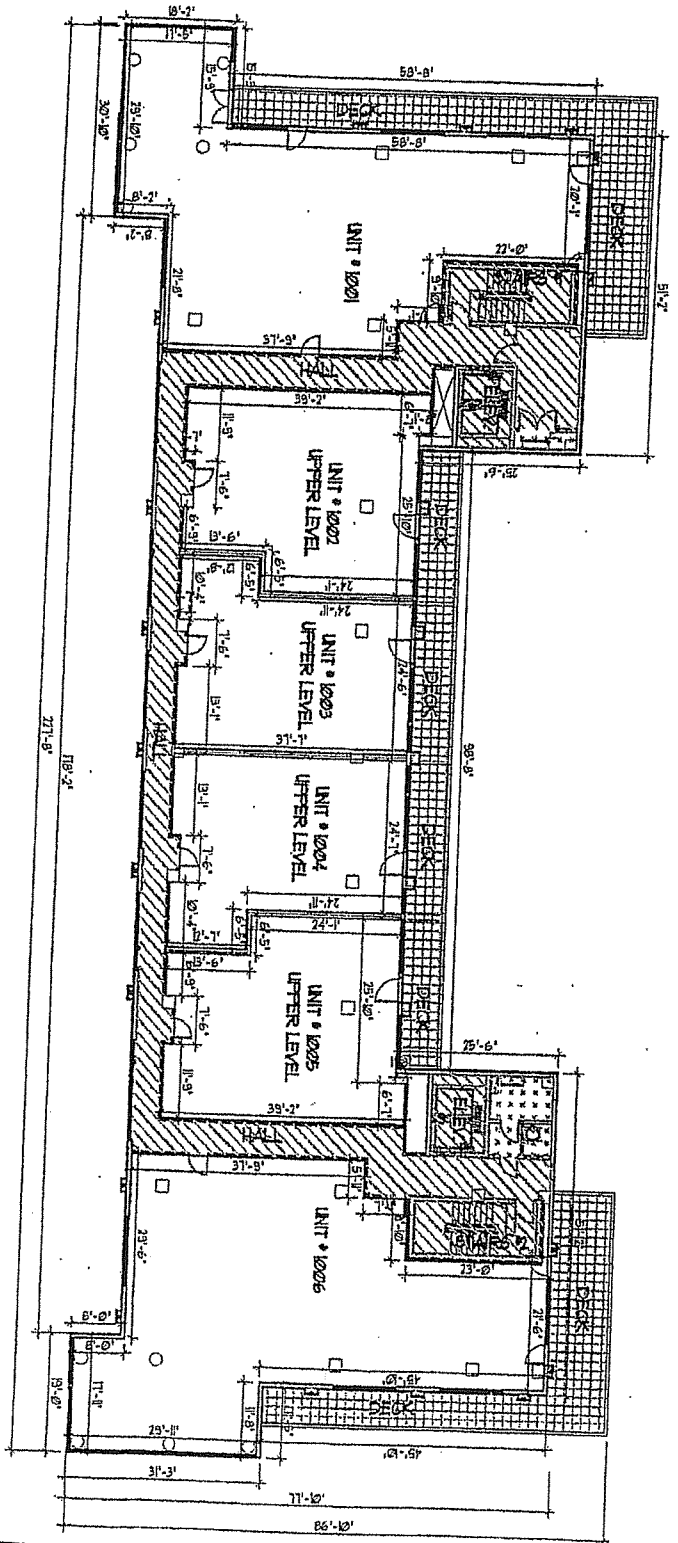
UNIT #	UNIT AREA* (S.F.)
1001	2,526
1002(U)	1,203
1003(U)	1,059
1004(U)	1,059
1005(U)	1,203
1006	2,532

\* UNIT AREA IS APPROXIMATE AND WAS PROVIDED TO SURVEYOR AND WAS PROVIDED UPON AGREEMENTS (U) UPPER LEVEL OF UNIT



**LEGEND**

	OC - GENERAL COMMON ELEMENTS		NU - NON-ATTACHED AREAS
	RE - RESIDENTIAL COMMON ELEMENTS		CU - COMMERCIAL UNITS
	RLC - RESIDENTIAL LIMITED COMMON ELEMENTS		CLC - COMMERCIAL LIMITED COMMON ELEMENTS
	CCU - COMMERCIAL COMMON ELEMENTS		CPH - COMMERCIAL PARKING UNITS
	RVU - RESIDENTIAL PARKING UNITS		ALL OTHER UNITS SHOWN ARE 6'-0" X 10'-0" UNLESS NOTED OTHERWISE WITH A "C" THERE ARE FOR OVERLAP CURS



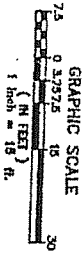
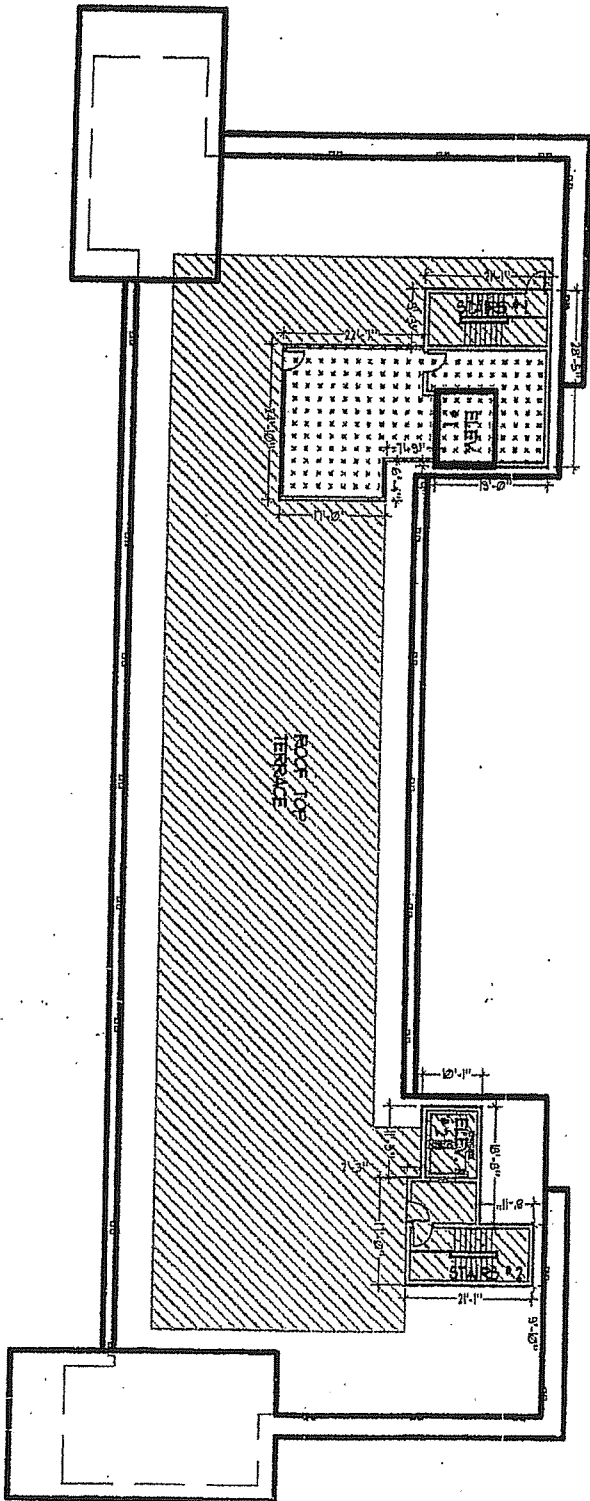
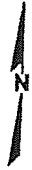
## TENTH FLOOR

PLEASE VERIFY THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT SHOWN ON THIS PLAN ARE APPROXIMATE AND ARE FOR COMMERCIAL PARKING UNITS AS SHOWN IN SECTION 3 RESERVATION OF THE BUILDING FOR ADDITIONAL INFORMATION.

**National Survey & Engineering**  
 263.281-1100  
 Fax: 262-971-7272  
 1143 W. Bluemound Road  
 Bensenville, WI 53015-5938  
 www.nseinc.com  
 263.281-1100  
 263.281-1100  
 263.281-1100  
 SHEET 12 OF 13

# 601 LOFTS CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



## LEGEND

	RES - RESIDENTIAL COMMON ELEMENTS		NI - NON-HATCHED AREAS
	RLCE - RESIDENTIAL LIMITED COMMON ELEMENTS		CU - COMMERCIAL UNITS
	CCCE - COMMERCIAL COMMON ELEMENTS		CLCE - COMMERCIAL LIMITED COMMON ELEMENTS
	RP - RESIDENTIAL PARKING UNITS		CP - COMMERCIAL PARKING UNITS
	AO - ALL OTHER UNITS THEY ARE A UNIT'S SHARE OF THE COMMON ELEMENTS IF THEY ARE A UNIT'S SHARE OF THE COMMON ELEMENTS IF THEY ARE A UNIT'S SHARE OF THE COMMON ELEMENTS		

## ROOF LEVEL

DISCLAIMER: THE LOCATION, FLOOR AREA AND DIMENSIONS OF EACH RESIDENTIAL UNIT, COMMERCIAL UNIT, RESIDENTIAL PARKING UNIT AND COMMERCIAL PARKING UNIT AS DEPICTED ON THIS PLAN ARE APPROXIMATE AND NOT SHOWN FOR CONSTRUCTION PURPOSES ONLY. SEE SECTION 3 DESCRIPTION OF THE BUILDING FOR ADDITIONAL INFORMATION.

**National Survey & Engineering**  
 300-281-1800  
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 16245 W. Bluemound Road  
 Brookfield, WI 53005-5928  
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 5317221273  
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 SHEET 13 OF 13

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**EXHIBIT B --PERCENTAGE INTEREST IN GENERAL COMMON ELEMENTS**



KeyBridge

601 LOFTS ALL UNIT OWNERS PERCENTAGE OF GENERAL COMMON ELEMENTS

<u>FLOOR</u>	<u>UNIT NO.</u>	<u>FACING</u>	<u>SIZE</u>	<u>Percentage of General Common Elements</u>
FIRST	103	W	5,040	4.05686%
	104	W	1,128	0.90796%
	105	W	993	0.79930%
THREE	106	W	1,020	0.82103%
	301	NE**	1525	1.22752%
	302	N*	1298	1.04480%
	303	NW*	1861	1.49798%
	304	W	1273	1.02468%
	305	W	1172	0.94338%
	306	W	1053	0.84759%
	307	W	1053	0.84759%
	308	W	1172	0.94338%
	309	W	1273	1.02468%
	310	SW**	1851	1.48993%
	311	S*	1095	0.88140%
312	SE**	1536	1.23638%	
FOUR	401	NE**	1525	1.22752%
	402	N*	1298	1.04480%
	403	NW**	1869	1.50442%
	404	W	1273	1.02468%
	405	W	1172	0.94338%
	406	W	1053	0.84759%
	407	W	1053	0.84759%
	408	W	1172	0.94338%
	409	W	1273	1.02468%
	410	SW**	1851	1.48993%
	411	S*	1298	1.04480%
	412	SE*	1525	1.22752%
FIVE	501	NE**	1525	1.22752%
	502	N*	1298	1.04480%
	503	NW**	1878	1.51166%
	504	W	1273	1.02468%



KeyBridge

601 LOFTS ALL UNIT OWNERS PERCENTAGE OF GENERAL COMMON ELEMENTS

<u>FLOOR</u>	<u>UNIT NO.</u>	<u>FACING</u>	<u>SIZE</u>	<u>Percentage of General Common Elements</u>
	505	W	1172	0.94338%
	506	W	1053	0.84759%
	507	W	1053	0.84759%
	508	W	1172	0.94338%
	509	W	1273	1.02468%
	510	SW*	1851	1.48993%
	511	S*	1298	1.04480%
	512	SE**	1525	1.22752%
SIX	601	NE**	1525	1.22752%
	602	N*	1298	1.04480%
	603	NW*	1887	1.51891%
	604	W	1273	1.02468%
	605	W	1172	0.94338%
	606	W	1053	0.84759%
	607	W	1053	0.84759%
	608	W	1172	0.94338%
	609	W	1273	1.02468%
	610	SW**	1851	1.48993%
	611	S*	1298	1.04480%
	612	SE**	1525	1.22752%
SEVEN	701	NE**	1525	1.22752%
	702	N*	1131	0.91038%
	703	NW**	1882	1.51488%
	704	W	1272	1.02387%
	705	W	1073	0.86369%
	706	W	953	0.76710%
	707	W	953	0.76710%
	708	W	1073	0.86369%
	709	W	1272	1.02387%
	710	SW**	1832	1.47464%
	711	S*	1131	0.91038%
	712	SE**	1525	1.22752%



KeyBridge

601 LOFTS ALL UNIT OWNERS PERCENTAGE OF GENERAL COMMON ELEMENTS

<u>FLOOR</u>	<u>UNIT NO.</u>	<u>FACING</u>	<u>SIZE</u>	<u>Percentage of General Common Elements</u>
EIGHT	801	NE**	1546	1.24443%
	802	N*	1138	0.91601%
	803	NW**	1874	1.50844%
	804	W	1278	1.02870%
	805	W	1077	0.86691%
	806	W	957	0.77032%
	807	W	957	0.77032%
	808	W	1077	0.86691%
	809	W	1278	1.02870%
	810	SW***	1836	1.47786%
	811	S*	1138	0.91601%
	812	SE**	1546	1.24443%
NINE:	901	E/N/W***	2486	2.00106%
	906	E/S/W**	2570	2.06868%
TEN:	1001	E/N/W****	2526	2.03326%
	1002	E/W***	2398	1.93023%
	1003	E/W***	2236	1.79983%
	1004	E/W***	2236	1.79983%
	1005	E/W***	2470	1.98818%
	1006	E/S/W****	2532	2.03809%
<b>TOTAL</b>			<b>124,234</b>	<b>100.00000%</b>



---

**EXHIBIT C --PERCENTAGE INTERESTS IN SUM OF (RESIDENTIAL COMMON  
ELEMENTS AND RESIDENTIAL LIMITED COMMON ELEMENTS)**



KeyBridge

601 LOFTS ALL RESIDENTIAL UNIT OWNERS PERCENTAGE OF TOTAL (RESIDENTIAL COMMON ELEMENTS PLUS RESIDENTIAL LIMITED COMMON ELEMENTS)

<u>FLOOR</u>	<u>UNIT NO.</u>	<u>FACING</u>	<u>SIZE</u>	<u>Percentage of Sum of (Residential Common Elements &amp; Residential Limited Common Elements)</u>
THREE	301	NE**	1525	1.31405%
	302	N*	1298	1.11845%
	303	NW*	1861	1.60358%
	304	W	1273	1.09691%
	305	W	1172	1.00988%
	306	W	1053	0.90734%
	307	W	1053	0.90734%
	308	W	1172	1.00988%
	309	W	1273	1.09691%
	310	SW**	1851	1.59496%
	311	S*	1095	0.94353%
	312	SE**	1536	1.32353%
FOUR	401	NE**	1525	1.31405%
	402	N*	1298	1.11845%
	403	NW**	1869	1.61047%
	404	W	1273	1.09691%
	405	W	1172	1.00988%
	406	W	1053	0.90734%
	407	W	1053	0.90734%
	408	W	1172	1.00988%
	409	W	1273	1.09691%
	410	SW**	1851	1.59496%
	411	S*	1298	1.11845%
	412	SE*	1525	1.31405%
FIVE	501	NE**	1525	1.31405%
	502	N*	1298	1.11845%
	503	NW**	1878	1.61823%
	504	W	1273	1.09691%



KeyBridge

**601 LOFTS ALL RESIDENTIAL UNIT OWNERS PERCENTAGE OF TOTAL (RESIDENTIAL COMMON ELEMENTS PLUS RESIDENTIAL LIMITED COMMON ELEMENTS)**

<u>FLOOR</u>	<u>UNIT NO.</u>	<u>FACING</u>	<u>SIZE</u>	<u>Percentage of Sum of (Residential Common Elements &amp; Residential Limited Common Elements)</u>
	505	W	1172	1.00988%
	506	W	1053	0.90734%
	507	W	1053	0.90734%
	508	W	1172	1.00988%
	509	W	1273	1.09691%
	510	SW*	1851	1.59496%
	511	S*	1298	1.11845%
	512	SE**	1525	1.31405%
SIX	601	NE**	1525	1.31405%
	602	N*	1298	1.11845%
	603	NW*	1887	1.62598%
	604	W	1273	1.09691%
	605	W	1172	1.00988%
	606	W	1053	0.90734%
	607	W	1053	0.90734%
	608	W	1172	1.00988%
	609	W	1273	1.09691%
	610	SW**	1851	1.59496%
	611	S*	1298	1.11845%
	612	SE**	1525	1.31405%
SEVEN	701	NE**	1525	1.31405%
	702	N*	1131	0.97455%
	703	NW**	1882	1.62167%
	704	W	1272	1.09605%
	705	W	1073	0.92458%
	706	W	953	0.82118%
	707	W	953	0.82118%
	708	W	1073	0.92458%



KeyBridge

601 LOFTS ALL RESIDENTIAL UNIT OWNERS PERCENTAGE OF TOTAL (RESIDENTIAL COMMON ELEMENTS PLUS RESIDENTIAL LIMITED COMMON ELEMENTS)

<u>FLOOR</u>	<u>UNIT NO.</u>	<u>FACING</u>	<u>SIZE</u>	<u>Percentage of Sum of (Residential Common Elements &amp; Residential Limited Common Elements)</u>
	709	W	1272	1.09605%
	710	SW**	1832	1.57859%
	711	S*	1131	0.97455%
	712	SE**	1525	1.31405%
<b>EIGHT</b>	801	NE**	1546	1.33215%
	802	N*	1138	0.98059%
	803	NW**	1874	1.61478%
	804	W	1278	1.10122%
	805	W	1077	0.92802%
	806	W	957	0.82462%
	807	W	957	0.82462%
	808	W	1077	0.92802%
	809	W	1278	1.10122%
	810	SW**	1836	1.58204%
	811	S*	1138	0.98059%
	812	SE**	1546	1.33215%
<b>NINE:</b>	901	E/N/W**	2486	2.14212%
	906	E/S/W**	2570	2.21451%
<b>TEN:</b>	1001	E/N/W****	2526	2.17659%
	1002	E/W***	2398	2.06630%
	1003	E/W***	2236	1.92671%
	1004	E/W***	2236	1.92671%
	1005	E/W***	2470	2.12834%
	1006	E/S/W****	2532	2.18176%
<b>TOTAL</b>			116,053	100.00000%

---

**EXHIBIT D --PERCENTAGE INTERESTS IN SUM OF (COMMERCIAL COMMON  
ELEMENTS AND COMMERCIAL LIMITED COMMON ELEMENTS)**



KeyBridge

601 LOFTS ALL COMMERCIAL UNIT OWNERS PERCENTAGE OF TOTAL (COMMERCIAL COMMON ELEMENTS PLUS COMMERCIAL LIMITED COMMON ELEMENTS)

<u>FLOOR</u>	<u>UNIT NO.</u>	<u>FACING</u>	<u>SIZE</u>	<u>Percentage of Sum of Commercial Common Elements &amp; Commercial Limited Common Elements)</u>
FIRST	103	W	5,040	61.60616%
	104	W	1,128	13.78805%
	105	W	993	12.13788%
	106	W	1,020	12.46791%
<b>TOTAL</b>			<b>8,181</b>	<b>100.00000%</b>

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BYLAWS  
OF  
601 LOFTS CONDOMINIUM

ARTICLE 1-- GENERAL

*1.0 Purpose.*

The purpose of these Bylaws is to set forth the procedures concerning the conduct of the affairs of the "Condominium. The Condominium covers the Property which has been submitted to the provisions of Wisconsin Statutes Chapter 703, as amended from time to time, by the recording of a Declaration in the Register of Deeds Office for Milwaukee County. All terms used herein which are not separately defined herein, shall have the meanings given to those terms in the Declaration.

*1.1 Membership.*

All Commercial and Residential Unit owners shall be members of an Association to be known as **601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.** (the "Association"). As further described in the Bylaws, certain duties of the Association shall be delegated to, as applicable, the Commercial or Residential Committee. The Association shall be responsible for carrying out the purposes of this Declaration, the Bylaws and the Rules and Regulations. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. Each Residential and Commercial 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, the Bylaws and the Rules and Regulations of the Association.

*1.2 Voting Rights.*

Each Residential Unit shall be entitled to one (1) vote, each Commercial Unit Owner shall be entitled to two (2) votes in the Association; and there shall be zero (0) votes appurtenant to each and all Residential and/or Commercial Parking Units. Only one membership shall exist for each Residential and Commercial Unit in the Association. Voting rights may not be split even if title to a Unit is held by more than one Person must be voted pursuant to the designation contained in the membership list maintained pursuant to the Bylaws. The Declarant shall be entitled to cast the votes pertaining to any Unit or Units declared as a part of the Condominium that remain(s) unsold. The respective rights, qualifications and obligations of the members shall be as set forth in the Bylaws of the Association.

*1.3 Applicability of Bylaws.*

These Bylaws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sub-lessees and other occupants of Units and employees and guests of Unit Owners, as well as all other Persons who may use the Facilities of the Property, are and shall be subject to the Declaration, these Bylaws and the Rules and Regulations. The acceptance of a deed or conveyance, or the succeeding to title to, or the

execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these Bylaws, the Rules and Regulations and the Declaration are accepted, ratified, and will be complied with.

**1.4 Principal Office of Condominium.**

So long as Declarant controls the Association, the principal office of the Condominium shall initially be located at 259 West Broadway, #100, Waukesha, WI 53186 within the Property or at such other place within the County of Milwaukee reasonably convenient thereto, as may be designated from time to time by the Board.

**1.5 Declarant Control.**

Notwithstanding any other provisions of these Bylaws, Declarant, shall have the right to appoint and remove the members of the Board, the Residential Committee, the Commercial Committee and the officers of the Association and to amend the Bylaws or the rules and regulations (as they relate to the Residential Section and/or the Commercial Section) until the earlier of: (a) three (3) years from the date of the first conveyance of a Unit by Declarant to a Person other than Declarant; or (b) within thirty (30) calendar days after the conveyance of seventy (75.00%) of the sum of: (aa) the General Common Elements; (bb) the Commercial Common Elements; (cc) the Residential Common Elements; (dd) the Commercial Limited Common Elements; and (ee) the Residential Limited Common Elements. Upon taking title to a Unit in the Condominium, each Unit owner shall be deemed to have accepted, acknowledged and provided their consent to the rights of Declarant to control the Association in accordance with this Section.

**ARTICLE 2 -- BOARD OF DIRECTORS OF ASSOCIATION**

**2.1 Number, Term and Qualification.**

2.1.1 As more particularly set forth in 2.2, the affairs of the Condominium shall be governed by a board of directors of the Association (the "Board"). Subject to Section 2.1.3, from and after the first annual meetings of Residential Unit Owners and Commercial Unit Owners as provided in Section 3.1, the Board shall consist of three (3) Persons, which Persons must all be Unit Owners. The Residential Committee shall consist of three (3) Persons elected by the Residential Unit Owners, subject to Declarant's rights in Section 3.9.3 hereof, and the Commercial Committee shall consist of two (2) Persons. Two (2) members of the Board shall be members of the Residential Committee and one (1) member of the Board shall be a member of the Commercial Committee.

2.1.2 Except as otherwise provided herein, each member of the Board, Residential Committee and of the Commercial Committee, shall be elected at the separate annual meetings of Residential Unit Owners and Commercial Unit Owners, respectively, and shall serve until the next annual meeting thereof and until successors have been elected and qualified. There shall be no limit on the number of successive terms a Committee or Board member may serve.

2.1.3 Except for Committee members elected or designated by Declarant: (a) all members of the Residential Committee shall be either Residential Unit Owners or officers, directors, shareholders, partners, principals, employees or beneficiaries of corporations, partnerships, fiduciaries or any other entities which own Residential Units, Permitted Mortgagees, or family members residing with a Unit Owner, and (b) all members of the Commercial Committee shall be either a Commercial Unit Owner or officers, directors, shareholders, partners, principals, employees or beneficiaries of corporations, partnerships, fiduciaries, or any other entities which may own a Commercial Unit, Permitted Mortgagees of the Commercial Unit, lessees of the Commercial Unit or portions thereof, or family members of any of the foregoing. For this purposes of the Bylaws and Rules & Regulations, family member means: (aa) spouses, former spouses; (bb) parents and their children; (cc) individuals 18 years of age or older related by blood or marriage; (dd) individuals 16 years of age or older other than those individuals listed above presently residing together or who have resided together; (ee) individuals who have a child in common regardless of whether they are or have been married or have lived together at any time; and (ff) individuals in, or have recently been in, a dating relationship.

Other than Board members elected or designated by Declarant, no Board member shall continue to serve after he or she ceases to be qualified as set forth above.

## **2.2 Powers and Duties OF Committees and the Board.**

2.2.1 ALL ACTIONS OF THE RESIDENTIAL AND/OR COMMERCIAL COMMITTEES SHALL BE REVIEWED AND AUTHORIZED BY THE BOARD. AS SUCH, THE COMMITTEES ARE INTENDED TO PROVIDE OPERATIONAL EFFICIENCY TO THE ADMINISTRATION OF CONDOMINIUM, AND THE BOARD IS INTENDED TO FUNCTION AS A REVIEW AND APPROVAL COMPONENT OF THE OPERATING COMMITTEES' DECISIONS. AFTER COMPLETING THEIR WORK, THE COMMITTEES MUST MAKE RECOMMENDATIONS TO THE BOARD, AND THE BOARD IS REQUIRED TO REVIEW SUCH RECOMMENDATIONS, AND THE BOARD MAY IN ITS SOLE AND ABSOLUTE DISCRETION, ADOPT ANY SUCH RECOMMENDATION. A COMMITTEE SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN BY THE BOARD THAT MATERIALLY DIFFERS FROM ANY RECOMMENDATION MADE BY SUCH COMMITTEE.

The Board shall have the power and duty necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these Bylaws may not be delegated to the Board by the Unit Owners). All determinations, however, which (a) affect only the Residential Section and do not adversely affect the Commercial Section or the use of the Commercial Section for its permitted purposes, shall be recommended by the Residential Committee to the Board or (b) affect only the Commercial Section and do not adversely affect the Residential Section or the use of Residential Units for their permitted purposes, shall be recommended by the Commercial Committee to the Board. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Residential Section and adversely affect the Commercial Section, or (ii) relate to the Commercial Section and adversely affect the Residential Section, or (iii) relate to or affect the General Common Elements, shall be

made by the Board. Any dispute between the Residential Committee and the Commercial Committee with respect to whether the Residential Committee or the Commercial Committee shall be entitled to make any determination shall be settled by the Board.

2.2.2 Subject to the provisions of 2.2.1 and without limiting the generality thereof:

2.2.2.1 The Board shall be entitled to make determinations with respect to the following matters:

2.2.2.1(a) Operation, care, upkeep, maintenance, repair and replacement of the General Common Elements, including contracts for utilities, services and supplies;

2.2.2.1(b) The amount of General Common Charges.

2.2.2.1(c) Employment and dismissal of the personnel necessary for the maintenance and operation of the General Common Elements.

2.2.2.1(d) Adoption of, and amendments and additions to, the Rules and Regulations.

2.2.2.1(e) Making additions and improvements to, or alterations of, the General Common Elements.

2.2.2.1(f) Making repairs and restorations of the General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.1(g) Enforcing obligations of Unit Owners, the Commercial Committee and the Residential Committee.

2.2.2.1(h) Levying fines against Unit Owners, the Commercial Committee or the Residential Committee for violations of the Rules and Regulations (any such fines shall constitute General Common Charges payable by the Unit Owner).

2.2.2.1(i) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these Bylaws) and designating signatories therefor.

2.2.2.1(j) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves both the Residential Section and the Commercial Section or the General Common Elements, as set forth in 6.2.

2.2.2.1(k) Borrowing money on behalf of the Condominium, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the General Common Elements; provided, however, that (i) the vote of at least 51.00% of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of \$100,000 in any one fiscal year (including

of the balance of any loans outstanding from previous years), and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Board pursuant to the authority contained in this subparagraph is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit.

2.2.2.1(l) Organizing corporations to act as designees of the Board with respect to such matters as such Board may determine.

2.2.2.1(m) Execution, acknowledgment and delivery of (i) any declaration or other instrument affecting the Property which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of any governmental body having jurisdiction, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Board deems necessary or appropriate.

2.2.2.1(n) Prepare, execute and record, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these Bylaws whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these Bylaws.

2.2.2.1(o) Obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of 6.2.

2.2.2.1(p) If applicable, leasing or purchasing an apartment for use as the residence of a building superintendent, either in the Building or elsewhere (in compliance with applicable law and regulation) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such lease.

2.2.2.2 The Residential Committee shall be entitled to administer and/or provide recommendations to the Board (any recommendations are subject to final approval by the Board) with respect to the following matters:

2.2.2.2(a) Operation, care, upkeep, maintenance, repair and replacement of the Residential Section, including contracts for utilities, services and supplies.

2.2.2.2(b) The amount of Residential Common Charges (subject to the determination of the Board with respect to General Common Charges).

2.2.2.2(c) Collection of Residential Common Charges from Residential Unit Owners.

- 2.2.2.2(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Residential Section.
- 2.2.2.2(e) Adoption of, and amendments and additions to, the Rules and Regulations.
- 2.2.2.2(f) Making additions and improvements to, or alterations of, the Residential Common Elements and the Residential Limited Common Elements.
- 2.2.2.2(g) Making repairs to and restorations of the Residential Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.
- 2.2.2.2(h) Enforcement of obligations of Residential Unit Owners and the Committees.
- 2.2.2.2(i) Levying fines against Residential Unit Owners for violations of the Rules and Regulations (any such fines shall constitute Residential Common Charges payable by the Residential Unit Owner against whom they are levied).
- 2.2.2.2(j) Maintaining bank accounts on behalf of the Board.
- 2.2.2.2(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Residential Section as set forth in 6.2.
- 2.2.2.2(l) Operation, maintenance and supervision of all Residential Common Elements and Residential Limited Common Elements.
- 2.2.2.2(m) Imposition of move in fees and charges, and transfer fees in connection with the sale or lease of a Residential Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon the Declarant.
- 2.2.2.2(n) Commencement of summary eviction proceedings in the name of or on behalf of the Board and/or Unit Owner or Unit Owners, as the case may be, against an authorized guest and/or a Tenant of a Unit Owner if such authorized Guest and/or Tenant does not conform to the Rules and Regulations of the Condominium, as said Rules and Regulations may at any time and from time to time, be modified, amended or added to in accordance with the terms of these Bylaws. All costs in connection with the removal of the authorized guest and/or Tenant, including reasonable attorney's fees, shall be borne by the Unit Owner.
- 2.2.2.2(o) To carry out any other duties imposed upon the Board pursuant to the Declaration and these Bylaws.
- 2.2.2.3 The Commercial Committee shall be entitled to administer and/or provide recommendations to the Board (any recommendations are subject to final approval by the Board) with respect to the following matters:

2.2.2.3(a) Operation, care, upkeep, maintenance, repair and replacement of the Commercial Section, including contracts for utilities, services and supplies.

2.2.2.3(b) The amount of Commercial Common Charges, subject to the determination of the Board with respect to General Common Charges.

2.2.2.3(c) Collection of Commercial Common Charges from Commercial Unit Owner.

2.2.2.3(d) Employment and dismissal of personnel necessary for the maintenance and operation of the Commercial Section.

2.2.2.3(e) Adoption of, and amendments and additions to, the Rules and Regulations.

2.2.2.3(f) Making additions and improvements to or alterations of the Commercial Common Elements or the Commercial Limited Common Elements.

2.2.2.3(g) Making repairs to and restorations of the Commercial Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.3(h) Enforcing obligations of the Commercial Unit Owner and the Committees.

2.2.2.3(i) Opening and maintaining bank accounts with respect to the Commercial Section and designating the signatories required therefor.

2.2.2.3(j) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Commercial Section as set forth in 6.2.

2.2.2.3(k) Operation, maintenance and supervision of all Commercial Common Elements and the Commercial Limited Common Elements.

2.2.3 Any act with respect to a matter determinable by any Committee and deemed necessary or desirable by such Committee in connection therewith shall be done or performed by such Committee or shall be done on its behalf and at its direction by the agents, employees or designees of such Committee.

2.2.4 Notwithstanding anything to the contrary contained in these Bylaws, so long as Declarant controls the Board, neither the Board nor the Residential Committee may, without Declarant's prior written approval: (i) make any addition, alteration or improvement to the General Common Elements, the Residential Common Elements or to the Residential Limited Common Elements or to any Residential Unit; (ii) increase or decrease the number, or change the kind of employees initially hired for the Residential Section of the Condominium; (iii) enter into any service or maintenance contract for work not covered in the initial projected budget for the Condominium



or Residential Section or otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; or (iv) assess any General Common Charges or Residential Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund.

### **2.3 *First Committees and the Board.***

The Board shall initially consist of the two (2) persons designated by Declarant to initially comprise the Residential Committee and the one (1) person designated by Declarant to initially comprise the Commercial Committee. The various Board members shall be deemed to have been "elected" as members of such Committees for the purposes of these Bylaws. As required by applicable law, Declarant will call for the first annual meetings of Residential Unit Owners and Commercial Unit Owners for the purpose of electing a new Board and Committees in accordance with the provisions of 3.1. The terms of each such member of the Residential Committee and the Commercial Committee shall expire annually. Notwithstanding the foregoing, for as long as Declarant has the voting power to elect all members of both the Residential Committee and the Commercial Committee, the Residential Committee shall have two (2) members, the Commercial Committee shall have one (1) member and the Board shall have three (3) members. Two (2) members of the Board shall be members of the Residential Committee and one (1) member of the Board shall be a member of the Commercial Committee.

### **2.4 *Resignation and Removal.***

Any Committee member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Committee from which such member is resigning, with a copy to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Subject to the provisions of 3.9.3, any Residential Committee or Commercial Committee member may be removed, with or without cause, by a majority vote of Residential Unit Owners or Commercial Unit Owners, as the case may be, present in person or by proxy at a regular or special meeting of Residential Unit Owners or Commercial Unit Owners, as the case may be, at which a quorum is present. Any Committee member whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding the above, Residential or Commercial Committee members designated by Declarant may only be removed with cause and replaced as described in 2.6. In addition, any member of either Committee who is designated as such by Declarant may be removed by such designating party at any time, with or without cause, and the party making such removal shall have the right to designate the replacement for such member.

### **2.5 *Vacancies.***

Subject to the provisions of 3.9.3, any vacancy on the Residential Committee or Commercial Committee for whatever reason shall be filled by the members of the Residential or Commercial Committee then in office, at a special meeting of such Committee held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may

constitute less than a quorum, and any Person so elected shall be a member of the respective Committee until the next annual meeting of the Residential Unit Owners or Commercial Unit Owners, as the case may be, when a successor shall be elected for the remainder of the term of the member creating such vacancy. Notwithstanding anything to the contrary contained in these Bylaws, in the case of a vacancy on any Committee, created by the resignation, removal or any other cause which results in any Committee member designated by Declarant, ceasing to be a member of any such Committee, Declarant shall have the sole right to designate a replacement for such member.

**2.6 *Organizational Meetings of the Residential and Commercial Committees.***

The first meetings of the Residential Committee and the Commercial Committee following each annual meeting of each of the Residential Unit Owners and Commercial Unit Owners shall be held immediately following each such annual meeting.

**2.7 *Regular Meetings of Committees.***

Regular meetings of the Residential Committee and Commercial Committee may be held at such time and place in the City of Milwaukee as shall be determined from time to time by a majority of the members thereof, provided that in the case of the Residential Committee, at least four such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each member thereof, by personal delivery, mail, e-mail or telegram, at least five business days prior to the day named for such meeting.

**2.8 *Special Meetings of Committees.***

Special meetings of the Residential Committee and Commercial Committee may be called by the respective President or Vice President of the Residential Committee or Commercial Committee by giving five business days' prior notice to each member of such Committee by personal delivery, mail, e-mail or telegram, which notice shall state the time, place (in the City of Milwaukee) and purpose of the meeting. Special meetings of the Residential Committee or of the Commercial Committee shall be called in like manner and on like notice on the written request of at least one (1) members of the Residential Committee or one member of the Commercial Committee, respectively.

**2.9 *Recommendations of Committees.***

The Residential Committee and the Commercial Committee shall each cause to be promptly delivered to the other copies of all recommendations and administrative items discussed by such Committee.

**2.10 *Meetings of Board.***

No organizational or regular meetings of the Board shall be held unless otherwise required by applicable law in which event such required meetings shall be held at such time and place in the City of Milwaukee as shall be determined by the Board, provided that notice thereof be given to

Board members by personal delivery, mail, e-mail or telegram at least five business days prior to the day named for such meeting. Special meetings of the Board may be called by the President of the Residential Committee or the President of the Commercial Committee by giving five business days' prior notice to each member of such Committee and the Board by personal delivery, mail or telegram, which notice shall state the time, place (which shall be in the City of Milwaukee) and purpose of the meeting.

**2.11 Waiver of Notice.**

Any Board member may at any time waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of a Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of a Board, no notice shall be required and any business may be transacted at such meeting.

**2.12 Recommendations by Committees; Quorums.**

All recommendations by any Committee shall be made at a meeting of such Committee at which a quorum thereof is present. At any Commercial or Residential Committee meeting, a majority of the members thereof shall constitute a quorum, and the votes of a majority of such members present shall constitute the recommendation of such Committee, which recommendation shall be deemed to be adopted on behalf of the Association upon final approval by the Board.

2.12.1 When the Residential Committee and the Commercial Committee, with each acting in accordance with the provisions of this Article 2, have made the same recommendation as to any matter which is required or permitted to be determined by the Board, such recommendation shall be submitted to the Board for final approval. No meeting of the Board as such shall be necessary for any determination by it to be made. However, in the event any meeting of a Committee or the Board is held, a majority of the members of, as applicable, the Committee or Board shall constitute a quorum for the transaction of business and a majority of the votes cast at any meeting at which a quorum is present shall constitute the decision of such body.

2.12.2 If at any Committee or Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.12.3 Members of any Committee and/or the Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all Persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of any Board may be taken without a meeting if all members of such Board consent in writing to the adoption of a Resolution authorizing such action and the writing or writings are filed with the minutes of such Board.

*2.13 Compensation.*

No member of any Committee shall receive any compensation for acting as such.

*2.14 Liability of Board, Committees and Unit Owners.*

2.14.1 To the extent permitted by applicable law, no member of the Board, the Residential Committee or the Commercial Committee shall have any personal liability with respect to any contract, act or omission of the Board, the Residential Committee or the Commercial Committee or of any managing agent or manager in connection with the affairs or operation of the Condominium, the Commercial Section, or the Residential Section or any Common Element or Limited Common Element (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board or any Committee shall state that it is made by the Board, as agent for all Unit Owners, Residential Unit Owners, or Commercial Unit Owner, as the case may be, that such Board members shall have no personal liability thereon (except in their capacities as Unit Owners) and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission (not otherwise covered by insurance) with respect to the Condominium or the Residential or Commercial Section, as the case may be, or any Limited Common Element shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, unless expressly stated to the contrary in such contract (as determined by the Board in its sole and absolute discretion), to the extent permitted by applicable law, shall be limited to such Unit Owner's interest in his Unit and his appurtenant Common Interest so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Board and Committee members shall have no liability to Unit Owners except that a Board and/or Committee member shall be liable for his own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member and each Residential or Commercial Committee member, as the case may be, against any liability or claim, except those arising out of such member's own bad faith or willful misconduct. Any Board and/or Committee member may contract or effect any transaction with any Board or Committee member, any Unit Owner, Declarant, or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.14.2 No Board and/or Committee or any member thereof shall be liable for either: (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, such Board and/or Committee or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of such Board and/or Committee or any member thereof; or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any General or Limited Common Element.

**2.15 Fidelity Bonds.**

The Board shall obtain or ensure maintenance of fidelity bonds, in amounts deemed appropriate by it, for all of its members, officers and employees employed by it and for the members of the Residential Committee and Commercial Committee. The premiums on such bonds shall constitute General Common Expenses.

**2.16 Principal Offices of Committees.**

The principal offices of the Residential and Commercial Committees shall each be located within the Property or at such other place in the City of Milwaukee reasonably convenient thereto as may be designated from time to time by such Committees.

**ARTICLE 3 -- UNIT OWNERS**

**3.1 Annual Meetings.**

**Commercial Section.** The first annual meeting of Commercial Unit Owners shall be called on or no more than 360 days after the first closing on a sale of a Unit by Declarant. Such meeting shall be held not less than ten (10) calendar days nor more than forty (40) calendar days after such date. At such meeting, the Commercial Unit Owners shall elect or designate the Commercial Committee's two (2) members in accordance with Section 2.1 and as otherwise provided in these Bylaws. Thereafter, annual meetings of Commercial Unit Owners shall be held within approximately thirty (30) calendar days of each anniversary of the first annual meeting. At each such annual meeting, the incumbent Commercial Committee members shall resign and new Committee members shall be elected or designated in accordance with Section 2.1 and as otherwise provided in these Bylaws.

**Residential Section.** When Declarant is required by applicable law to call the first meeting of the Residential Section, the Residential Committee will also call the first annual meeting of the Residential Unit Owners. At such meeting, the Residential Unit Owners shall elect (in accordance with the provisions of Section 2.1 and as otherwise provided in these Bylaws) a Residential Committee consisting of three (3) members. Thereafter, annual meetings of Residential Unit Owners shall be held within approximately thirty (30) calendar days of each anniversary of the first annual meeting. At such meetings, the members of the Residential Committee shall be elected and there shall also be transacted such other business as may properly come before such meetings. Two (2) members of the Residential Committee shall also serve as members of the Board. No joint annual meeting of Residential Unit Owners and the Commercial Unit Owners shall be required to be held unless otherwise required by law, in which event each such joint annual meeting shall be held on the date above specified for the annual meeting of Residential Unit Owners.

### **3.2 Place of Meetings.**

Meetings of all or any Unit Owners, Residential Unit Owners or Commercial Unit Owners, as the case may be, shall be held at the principal office of the Condominium or the Residential or Commercial Section, respectively, or, at such other suitable and convenient place in the City of Milwaukee as may be designated by the appropriate Committee or the Board.

### **3.3 Special Meetings.**

The President of the Residential or Commercial Committee shall call a special meeting of respective Unit Owners, if so directed by a majority resolution of the respective Committee or upon a petition signed and presented to the Secretary of the respective Section by not less than 25% of the vote of Unit Owners in such Section. The President and the Vice President of the Condominium shall call a special joint meeting of all Unit Owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary of the Condominium by not less than 25% of the vote of Residential Unit Owners or 66-2/3% of the vote of Commercial Unit Owners.

### **3.4 Notice of Meetings and Actions Taken.**

Notice of each annual or special meeting shall be given by the Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, mail or telegram, at least ten (10) but no more than thirty (30) business days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the Secretary, at least ten (10) business days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these Bylaws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) calendar days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

### **3.5 Adjournment of Meetings.**

If any joint or separate meeting of Unit Owners cannot be held because a quorum is not present, a majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

### **3.6 Order of Business.**

The order of business at all joint or separate meetings of Unit Owners shall be as follows:

- (a) Call to order;
- (b) Roll call;
- (c) Proof of notice of meeting;

- (d) Reading of minutes of preceding meeting;
- (e) Reports of officers;
- (f) Reports of members of the Board;
- (g) Reports of committees;
- (h) Election of inspectors of election (when so required);
- (i) Election of members of the Board (when so required);
- (j) Unfinished business;
- (k) New business; and
- (l) Adjournment.

### 3.7 *Title to Units.*

Title to Units may be taken by any individual, corporation, partnership, association, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

### 3.8 *Voting.*

3.8.1 Each Unit Owner or a Person designated by such Unit Owner to act as proxy on his or her behalf (who need not be a Unit Owner), shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Residential Unit Owners or Commercial Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary and shall be revocable at any time by written notice to the Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

3.8.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each:

(a) Residential Unit Owner (or his proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant ) shall be entitled to cast one (1) vote for a Residential Unit; AND

(b) Commercial Unit Owner (or his proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant ) shall be entitled to cast two (2) votes for a Commercial Unit.

### 3.9 *Election of Board and Committee Members; Rights of Declarant.*

3.9.1 All elections of Board and Committee members shall be determined by majority vote of the Unit Owners

3.9.2 When voting for members of the Residential, or Commercial Committee, respectively, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the votes allowed to such Unit Owner, and in addition, the name of the proxy if such ballot is cast by

a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with 3.8.2 for each member to be elected by the Unit Owners. Nothing contained in these Bylaws shall be deemed to permit cumulative voting.

3.9.3 Notwithstanding any other provision of this Section 3.9 or any other provision of these Bylaws to the contrary, commencing with the first annual meeting of Residential Unit Owners, Declarant shall have the right to vote all of the votes attributable to Unsold Residential Units owned by it until Declarant has closed title to all of the Unsold Residential Units owned by it. Declarant shall hold a majority of seats on the Residential Committee until the earlier to occur of three years from the date of the First Closing; or (ii) that date upon which the Declarant and its designees own less than a majority of the Residential Units. In addition, for so long as Declarant owns at least two Unsold Residential Units (excluding Unsold Residential Units purchased by Declarant) as the case may be, (a) Declarant shall have the right to vote all votes attributable to Unsold Residential Units owned by it to designate at least one member of the Residential Committee; and (b) the number of members of the Residential Committee may not be increased without the consent of Declarant. Any vacancy created by removal of a Board member designated by Declarant, or by any other cause which results in a Board member designated by Declarant ceasing to be a member of the Board, shall be filled by a person designated by Declarant.

### *3.10 Majority of Unit Owners.*

Except as may otherwise be provided by law, as used in these Bylaws, the terms "Majority of Residential Unit Owners," "Majority of Commercial Unit Owners" and "Majority of Unit Owners" means either those Residential Unit Owners, Commercial Unit Owners, or Unit Owners, as the case may be, having more than 50.00% of the total authorized votes of either Residential Unit Owners, Commercial Unit Owners, or all Unit Owners, as the case may be, determined in accordance with the Declaration, who are present in person or by proxy and voting at any meeting at which a quorum is present.

### *3.11 Quorum.*

Except as otherwise provided in these Bylaws, the presence in person or by proxy of (a) Residential Unit Owners owning more than 50% of the votes attributable to all Residential Units shall constitute a quorum at all meetings of Residential Unit Owners, (b) Commercial Unit Owners owning more than 50% of the votes attributable to all Commercial Unit Owners shall constitute a quorum at all meetings of Commercial Unit Owners, and (c) Unit Owners owning more than 50% of the votes attributable to all Units shall constitute a quorum at all joint meetings of Unit Owners, except that the Commercial Committee shall have the absolute right to require an adjournment of such joint meetings for not longer than ten (10) days unless an emergency exists.

### *3.12 Majority Vote.*

Except where otherwise provided by law, the Declaration or these Bylaws, (a) at all separate meetings of Residential Unit Owners, the affirmative vote of a Majority of Residential Unit



Owners shall be binding upon all Residential Unit Owners for all purposes, (b) at all separate meetings of Commercial Unit Owners, the affirmative vote of a Majority of Commercial Unit Owners shall be binding upon all Commercial Unit Owners for all purposes; and (c) at all joint meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

### **3.13 Determination of Unit Owners.**

When the Residential Unit Owners and Commercial Unit Owners, with each acting separately in accordance with the provisions of this Article 3, have made the same determination as to any matter which is required or permitted to be determined by all Unit Owners, such determination shall constitute the determination of all Unit Owners. No joint meeting of Residential Unit Owners and the Commercial Unit Owners shall be necessary for any such determination to be made by all Unit Owners.

## **ARTICLE 4 -- OFFICERS**

### **4.1 Designation.**

The principal officers of the Condominium shall be: (a) for the Residential Section, a President, Vice President, Secretary and Treasurer thereof, all of whom shall be elected by the Residential Committee; (b) for the Commercial Section, a President, Vice-President, Secretary and Treasurer thereof, all of whom shall be elected by the Commercial Committee, and (c) for the entire Condominium; (i) a President thereof, who shall be the same person serving as President of the Residential Section; (ii) a Vice President and Treasurer thereof, who shall be the same person serving as President of the Commercial Section; and (iii) a Secretary thereof, who shall be the same person serving as Secretary of the Residential Section. The Board, Commercial Committee and the Residential Committee may each appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. Any officer or manager of the Residential Section may also be an officer of the Commercial Section and any officer or director of the Commercial Section may also be an officer of the Residential Section. None of the officers of the Residential Section, the Commercial Section or the Condominium need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Residential Committee after the first annual meeting of Residential Unit Owners. Thereafter, the President and Vice President of the Residential Section must be members of the Residential Committee. **Anyone may hold multiple offices.**

### **4.2 Election of Officers.**

The officers of the Residential Section and the Commercial Section shall be elected annually by the Residential Committee and the Commercial Committee, respectively, at the organizational meetings thereof, except that the initial officers of the Residential Section and the Commercial Section shall be elected, respectively, by the initial Residential Committee and the initial Commercial Committee and shall hold office at the pleasure of such Committees and until their successors are elected.

#### *4.3 Resignation and Removal of Officers.*

Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Committee which elected such officer, with a copy to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Committee electing him or her, any officer may be removed, either with or without cause. A successor officer may be elected at any regular Committee meeting or at any special Committee meeting called for such purpose.

#### *4.4 Presidents.*

The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all joint meetings of Unit Owners and at all meetings of the Board. The President of the Residential Section shall be the chief executive officer thereof and shall preside at all meetings of the Residential Committee and Residential Unit Owners. The President of the Commercial Section shall be the chief executive officer thereof and shall preside at all meetings of the Commercial Committee and the Commercial Unit Owners. Each of said Presidents shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation organized under the laws of the State of Wisconsin, including, but not limited to, the power to appoint committees from among Unit Owners or Residential Unit Owners or Commercial Unit Owners from time to time as he or she may in his or her discretion decide are appropriate to assist in the conduct of the affairs of the entire Condominium or of the Residential or Commercial Section, as the case may be.

#### *4.5 Vice Presidents.*

Each of the Vice Presidents shall take the place of the President under whom he serves and perform his or her duties whenever such President shall be absent or unable to act. If both the President and the Vice President of the Residential Section, the Commercial Section, or the Condominium are unable to act, the Committee under whom such President and Vice President serves shall appoint some member of such Committee to act in the place of such President and Vice President on an interim basis. Each Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board or by the President under whom he or she serves.

#### *4.6 Secretaries.*

The Secretary of the Condominium shall keep the minutes of all joint meetings of Unit Owners and of the Board. The Secretary of the Residential Section shall keep the minutes of the meetings of the Residential Committee and Residential Unit Owners. The Secretary of the Commercial Section shall keep the minutes of the meetings of the Commercial Committee and the Commercial Unit Owners. Each of the Secretaries shall have charge of such books and papers as the Committee under which he or she serves shall direct and shall in general perform

all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the State of Wisconsin.

#### **4.7 Treasurers.**

Each of the Treasurers shall have the care and custody of the funds and securities of the Condominium, the Commercial or the Residential Section, as the case may be, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. Each of the Treasurers shall be responsible for the deposit of all funds and other securities in the name of the Board in such depositories as may from time to time be designated by the Board and shall in general perform all of the duties incident to the office of treasurer of a nonstock corporation organized under the laws of the State of Wisconsin.

#### **4.8 Execution of Documents.**

Unless otherwise delegated by the Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium or of the Residential or Commercial Section shall be executed by any officer thereof or by such other person or persons as may be designated by the Board. However, any significant expenditure by the Committee must be countersigned by two members of the Board, one of whom is also a member of the Residential Committee and the other having been designated as a member of the Board by the Commercial Committee. If for any reason whatsoever one member refuses to countersign such an expenditure which has been authorized, the Board shall designate and authorize another Board member to countersign the expenditure.

#### **4.9 Compensation of Officers.**

Except as otherwise provided by the Board or applicable Committee for which he or she serves, no officer shall receive any compensation for acting as such.

### **ARTICLE 5 -- NOTICES**

#### **5.1 Notices.**

All notices required or desired to be given hereunder to any Committee shall be personally delivered or sent by registered or certified mail to the office of Committee, with a copy to the Board and to all Unit Owners and to all Permitted Mortgagees, as the case may be. All notices to any Residential Unit Owner or Commercial Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail to the Property address of such Residential Unit Owner or Commercial Unit Owner or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Board and the Commercial or Residential Committee. All notices to Permitted Mortgagees shall be personally delivered or sent by mail to their respective addresses, as designated by them from time to time, in writing to the Board, Commercial Committee and the Residential Committee. All notices

shall be deemed to have been given when personally delivered or mailed in a postage- prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

**5.2 Waiver of Service of Notice.**

Whenever notice is required to be given by law, the Declaration or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

**ARTICLE 6 -- OPERATION OF THE PROPERTY**

**6.1 Determination of Common Expenses and Fixing of Common Charges.**

6.1.1 Except as otherwise provided herein, all costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements ("General Common Expenses") shall be determined by the Board as set forth below, and shall be borne by the Residential Committee and the Commercial Committee. General Common Expenses shall also include all such other items provided for in the Declaration or these Bylaws to be General Common Expenses. General Common Expenses shall also include such amounts as the Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements. The Board shall from time to time and at least annually prepare a budget to meet General Common Expenses and shall allocate and assess to the Residential Unit Owners and the Commercial Unit Owners, pro rata in accordance with the aggregate respective Common Interests of the Residential Unit Owners and Commercial Unit Owners to meet General Common Expenses. Such budgets shall include such amounts for reserves, as the Board deems appropriate. In addition to basing charges on Common Interests, the Board may also make allocations and assessments of General Common Expenses in accordance with sub-metering, and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of the law. Notwithstanding anything to the contrary set forth above, the Board may not modify its method of allocations and assessments or increase the number of building employees servicing the Commercial Units in such a manner as would increase the Common Charges otherwise payable by the Commercial Unit Owner, without the Majority Vote of the Commercial Unit Owners.

6.1.2 Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to, Residential Common Elements or the Residential Limited Common Elements ("Residential Common Expenses") shall be determined exclusively by the Residential Committee and shall be borne solely by the Residential Unit Owners in proportion to their respective Common Interests. Residential Common Expenses shall include, without limitation, such amounts as the Residential Committee may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Residential Common Elements or the Residential Limited Common Elements. Residential Common Expenses shall

also include all such other items provided for in the Declaration or these Bylaws to be Residential Common Expenses. With the Board's approval, the Residential Committee shall from time to time and at least annually and before the annual meeting of the Residential Section, prepare a budget to meet Residential Common Expenses, accounting for the allocable General Common Charges assessed by the Board as being owed by the Residential Section; and shall allocate and assess to the Residential Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these Bylaws), Residential Common Charges to meet: (a) Residential Common Expenses; and (b) the Residential Unit Owners' pro rata share of General Common Charges. Such budgets shall include such amounts for reserves as the Residential Committee deems appropriate. With the Board's approval, from time to time, the Residential Committee may increase or decrease the amount of Residential Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Residential Common Expenses for such fiscal year. The annual budget prepared pursuant to this section will be distributed to the Residential Unit Owners at the annual meeting. If within fifteen (15) calendar days after a budget is presented to the Board, protesting such charges or the budget upon which they are based, and a Majority Vote of the Residential Unit Owners protest such charges, then the Board shall call a special joint meeting of the Commercial and Residential Sections to review and assess each line item of the budget. At each such meeting a discussion and vote shall be taken to revise the budget. An affirmative Majority Vote of the Residential and Commercial Unit Owners shall be required to revise and adopt any new annual budget. In no event, may a budget be revised downward to a level where the total budget for the entire Association (both Residential and Commercial Sections) is lower than the average total budget for the preceding two (2) years.

In addition to basing charges on Common Interests, the Residential Committee may also make allocations and assessments of Residential Common Expenses in accordance with sub-metering, and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of law. The Residential Committee shall advise all Residential Unit Owners promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish copies of each annual budget to all Residential Unit Owners and Permitted Mortgagees thereof.

6.1.3 Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, Commercial Common Elements or Commercial Limited Common Elements ("Commercial Common Expenses") shall be determined by the Commercial Committee and shall be borne solely by the Commercial Unit Owner. Notwithstanding anything to the contrary in this Section 6.1.3, if in the Board's reasonable assessment, a Commercial Common Element or Commercial Limited Common Element benefits only certain Commercial Unit Owners, then the Commercial Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Common Element or Limited Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. Commercial Common Expenses shall also include all such other items provided for in the Declaration or these Bylaws to be Commercial Common Expenses. With the Board's approval,

the Commercial Committee shall from time to time and at least annually prepare a budget to meet Commercial Common Expenses and before the annual meeting of the Commercial Section, prepare a budget to meet Commercial Common Expenses, accounting for the allocable General Common Charges assessed by the Board as being owed by the Commercial Section; and shall allocate and assess to the Commercial Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these Bylaws), charges ("Commercial Common Charges") to meet: (a) Commercial Common Expenses, and (b) the Commercial Unit Owner' pro rata share of General Common Charges. Such budgets shall include such amounts for reserves as the Commercial Committee deems appropriate. In addition to basing charges on Common Interests, the Commercial Committee may also make allocations and assessments of Commercial Common Expenses in accordance with sub-metering, and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of law. The Commercial Committee shall advise all Commercial Unit Owners promptly in writing of the amount of Commercial Common Charges payable by each of them and shall furnish copies of each budget on which such Commercial Common Charges are based to all Commercial Unit Owners and Permitted Mortgagees thereof. If within fifteen (15) calendar days after a budget is presented a Commercial Unit Owner submits a letter to the Board, protesting such charges or the budget upon which they are based, and a Majority Vote of the Commercial Unit Owners protest such charges, then the Board shall call a special joint meeting of the Commercial and Residential Sections to review and assess each line item of the budget. At each such meeting a discussion and vote shall be taken to revise the budget. An affirmative Majority Vote of the Residential and Commercial Unit Owners shall be required to revise and adopt any new annual budget. In no event, may a budget be revised downward to a level where the total budget (for both Residential and Commercial Sections) is lower than the average total budget for the preceding two (2) years.

6.1.4 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any: (i) General Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Board as agent for and on behalf of the Unit Owners; or (ii) forming a part of or included in any Residential or Commercial Common Element or any Residential or Commercial Limited Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by: (aa) the Residential Committee if a Residential Limited Common Element is involved, as agent for and on behalf of the Residential Unit Owners; or (bb) the Commercial Committee if a Commercial Limited Common Element is involved, as agent for an on behalf of the Commercial Unit Owner. Notwithstanding any provision contained in these Bylaws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.1.5 Common Expenses shall include real estate taxes on the Property until the Units are separately assessed.

6.1.6 Notwithstanding anything to the contrary herein, no part of the net earning of the Condominium may inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

## 6.2 Insurance.

6.2.1 The premiums for all insurance referred to in the Declarations and for the liability insurance referred to below shall be a General Common Expense and shall be borne by the Residential Unit Owners and the Commercial Unit Owner in such proportions between them, with due consideration to their respective risks, liabilities and replacement values, as are equitable (as determined by the respective insurance carriers thereof or their agents, brokers or other such parties designated by the Board). If any such insurance carrier, agent, broker or other party fails to make such determination and the Residential Committee and the Commercial Committee fail to agree on a determination or if either disagrees with any such determination made by such insurance carrier, agent, broker or other party or if there is any other dispute under this Subsection 6.2.1, the matter shall be determined by Arbitration.

6.2.2 All such policies shall provide that adjustment of loss shall be made exclusively by: (a) the Residential Committee if the loss involves only the Residential Section; (b) the Commercial Committee if the loss involves only the Commercial Section; (c) the Board if the loss involves both the Residential Section and the Commercial Section, or the General Common Elements. Insurance proceeds with respect to any loss shall be payable to the Board or Committee entitled to adjust such loss. Any dispute between or among the Committees under this Subsection 6.2.2 shall be determined by Arbitration.

6.2.3 All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on: (i) co-insurance; (ii) other insurance; (iii) invalidity arising from any acts of the insured; or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) calendar days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees at least thirty (30) calendar days prior to expiration of the then current policies.

6.2.4 The Board shall also be required to obtain and maintain, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as such Board may from time to time determine, covering: (i) each Committee, the managing agent or agents thereof, each Board member, and each officer and employee of the Condominium and Residential and Commercial Sections; (ii) the Commercial Unit Owners, all officers, directors and employees thereof, and its managing agent or agents and each Residential Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit or within the Limited Common Elements, if any, exclusive to his Unit. The Board shall review such limits once each year. The

insurance required in accordance with this Subsection 6.2.4 shall also cover cross-liability claims of one insured against another.

6.2.5 Any insurance maintained by the Board may provide for such deductible amounts as such Board determines.

6.2.6 The Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of \$300,000 for bodily injury or death arising out of any one occurrence including \$300,000 for damage to property and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of Wisconsin. Upon ten (10) calendar days' written notice from the Board, the Unit Owner shall deliver to the Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Board. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery.

### **6.3 *Repair or Reconstruction after Fire or Other Casualty.***

6.3.1 Subject to the provisions of the Declaration, in the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Residential Committee with respect to any damage to or destruction of the Residential Section, the Commercial Committee with respect to any damage to or destruction of the Commercial Section, and the Board with respect to any damage to or destruction of the General Common Elements, will arrange for the prompt repair and restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit) and the applicable Committee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If only the Commercial Section (including the Commercial Common Elements or the Commercial Limited Common Elements) is destroyed or damaged by fire or other casualty and if the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the Commercial Unit Owners, in proportion to their respective Common Interests, will bear the entire amount of the deficit as a Commercial Common Expense, or shall receive all of the surplus, as the case may be. Similarly, if only the Residential Section (including the Residential Units, Residential Common Elements and/or the Residential Limited Common Elements) is damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne as a Residential Common Expense or profit, respectively, and shared entirely by all Residential Unit Owners in proportion to their respective Common Interests. If said damage or destruction by fire or other casualty



affects the Commercial Section, the Residential Section and the General Common Elements, or any combination of two thereof, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests in the proportion that the cost of repairing the damage or destruction to the Residential Section, Commercial Section and General Common Elements, as the case may be, bears to the total cost of repairing all damage or destruction. However, the Commercial Committee shall still have the right to make all arrangements for the prompt repair and restoration of the Commercial Unit to the extent they are affected by such damage or destruction. If said damage or destruction, however, affects only the General Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a General Common Expense or profit, respectively, as provided in 6.1.1 or shared by all Unit Owners in proportion to their Common Interests. Any surplus payable to any Unit Owner pursuant to this Subsection 6.3.1 shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.3.3 Any dispute between or among any Committee and the Board arising under this Section 6.3 shall be determined by Arbitration.

#### *6.4 Payment of Common Charges.*

6.4.1 The Residential Unit Owners and the Commercial Unit Owner shall be obligated to pay to the Board the General Common Charges assessed to them by the Board pursuant to the provisions of Section 6.1 at such time or times as the Board determines. All Residential Unit Owners and the Commercial Unit Owner shall be obligated to pay Residential or Commercial Common Charges, as the case may be, assessed by the Residential and Commercial Committees pursuant to the provisions of Section 6.1 at such time or times as the Board determines. Unless otherwise determined by the Board to which they are payable, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.4.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a sale or other conveyance by him or her (made in accordance with these Bylaws) of such Unit together with its appurtenant Common Interests. In the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. Except to the extent prohibited by law, the Board, on behalf of all Unit Owners, shall have a lien for General Common Charges unpaid to it by: (i) the Residential Unit Owners, together with interest thereon, on all Residential Units, in proportion to their respective Common Interests; and (ii) the Commercial Unit Owners, together with interest thereon, on the Commercial Unit, in proportion to their respective Common Interests.

6.4.3 All liens provided for in 6.4.2, to the extent permitted by applicable law, shall be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Unit.

6.4.4 Notwithstanding 6.4.2, neither the seller nor the purchaser of a Residential Unit shall be liable for, nor shall the Residential Unit be conveyed subject to a lien for, any unpaid Common

Charges against such Residential Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Residential Committee.

**6.5 Collection of Common Charges.**

Each Committee shall take prompt action to collect any Common Charges due to the Board which remain unpaid for more than thirty (30) days after the due date for payment thereof. In the event that any Committee fails to take such action, another Committee, with the authority of the Board, may take any action for the collection of such charges which the Board to which such charges are due may have taken, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6.

**6.6 Default in Payment of Common Charges.**

In the event any Unit Owner fails to make payment of their respective Common Charges when due, such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of \$150.00 or one (1%) percent of such amounts which remain unpaid for more than thirty (30) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); and (b) interest at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by law) on such unpaid amounts computed from the due date, thereof, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided under the Act. All such "late charges", interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner.

**6.7 Statement of Common Charges.**

Each Committee or the Board shall promptly, as applicable, provide the Board or other Committee and any Unit Owner who so requests, with a written statement of all unpaid Common Charges due to it from Unit Owners.

**6.8 Maintenance and Repairs.**

6.8.1 Except as otherwise provided in the Declaration or these Bylaws, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary; (a) in or to any Unit (excluding Common Elements included therein except as otherwise provided in these Bylaws) and the inside of entrance doors thereto shall be made by the owner of such Unit at such Unit Owner's sole cost and expense; (b) in or to the General Common Elements shall be made by the Board and the cost and expense thereof shall be charged to the Residential Unit Owners and the Commercial Unit Owner as a General Common Expense; (c) in or to the Residential Common Elements shall be made by the Residential Committee and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense; and (d) in or to the Commercial Common Elements or the Commercial Limited Common Elements shall be made by the Commercial Committee and the cost and

expense thereof shall be charged to all Commercial Unit Owners as a Commercial Common Expense.

6.8.2 Notwithstanding the provisions of 6.8.1, in the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof is necessitated by the negligence, misuse or neglect of: (a) any Unit Owner, the entire cost thereof shall be borne by such Unit Owner; (b) the Board, the entire cost thereof shall be charged to the Residential Unit Owners and the Commercial Unit Owner as a General Common Expense; (c) the Commercial Committee, the entire cost thereof shall be charged to the Commercial Unit Owner as a Commercial Common Expense; or (d) the Residential Committee, the entire cost thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.8.2.2 The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and the windows may not be modified, altered or replaced without the consent of the Residential Committee. Balconies are Residential Limited Common Elements. All normal maintenance, repairs and replacements of any balcony shall be made by the Residential Unit Owner having access to such balcony at his or her own cost and expense, but any structural or extraordinary repairs or replacements to such balcony (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to the same) shall be made by the Residential Committee and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense. The Residential Committee may require a Residential Unit Owner to remove plantings and other installations placed on balconies by said Residential Unit Owners if the Residential Committee determines, in its reasonable discretion, that such plantings and other installations adversely affect the integrity of the surface beneath the balcony. The Residential Committee may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

6.8.2.3 The exterior surface of all windows in the Residential Section if so determined by the Residential Committee shall be washed and cleaned by such Committee and the cost and expense thereof shall be a Residential Common Expense. Otherwise, the exterior of all windows in the Residential Section shall be washed or cleaned at the cost and expense of the Residential Unit Owner. The interior glass surfaces of all windows located in any Unit and the exterior glass surfaces of all windows located in the Commercial Unit shall be washed and cleaned by the Unit Owner or occupant thereof at his sole cost and expense.

6.8.2.4 The exterior of all front doors of Residential Units shall not be painted or decorated other than in accordance with the standard for the Residential Section.

6.8.2.5 Any repairs or maintenance work performed with respect to the incremental HVAC units in each Residential Unit as well as any construction work performed in any Residential Unit, shall only be performed by a company or individual previously approved by the Residential Committee.

6.8.3 Each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any terrace, roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith.

In addition, the public areas of the Building and those areas exposed to public view shall be kept in good, clean and neat appearance, in conformity with the dignity and character of the Building, by: (a) each Committee with respect to such parts of the Building required to be maintained by it; (b) each Commercial Unit Owner with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in their respective Commercial Unit; and (c) each Residential Unit Owner with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit. The sidewalks surrounding the Building including snow removal shall be maintained by the Residential Committee and the cost thereof shall be a General Common Expense.

6.8.4 In the event of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any necessary service in the Building): (i) affecting the Residential Section, Commercial Section employees will assist Residential Section employees; and (ii) affecting the Commercial Section, Residential Section employees will assist Commercial Section employees and the costs thereof shall be appropriately allocated to the Section receiving the benefit of such assistance.

#### *6.9 Violations of Maintenance Obligations.*

6.9.1 In the event that any Residential Unit Owner, within a reasonable time after receipt of written notice from the Residential Committee, fails to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Article 6 or of any Limited Common Element for which such Unit Owner is responsible under the Declaration or these Bylaws, the Residential Committee may, but shall not be obligated to, perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Residential Unit Owner, within thirty (30) days after receiving notice of such default from the Residential Committee, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement by the Residential Committee, together with interest thereon at the rate of two percent (2.00%) per month from the date on which such Committee first incurs any cost or expense (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Residential Unit Owner to such Board and shall, for all purposes hereunder, constitute Common Charges payable by such Residential Unit Owner.

6.9.2 In the event that any Commercial Unit Owner fails or neglects in any way to perform any obligation with respect to the painting, decorating, maintenance, repair or replacement of such

Unit Owner's portion of the Commercial Unit, the Commercial Committee may, but shall not be obligated to, perform or cause to be performed any such painting, decorating, maintenance, repair or replacement provided that: (a) the Commercial Committee gives the Commercial Unit Owner written notice that such repair or replacement is necessary and that the Commercial Committee will complete such repair or replacement in the event the Commercial Unit Owner does not promptly act or complete the repair or replacement; and (b) the Commercial Unit Owner, within ten (10) days after receiving such notice, fails to cure its default, or in the case of a default not reasonably susceptible to cure within such period, fails to commence and to thereafter prosecute to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement by the Commercial Committee, together with interest thereon at the rate of one percent (1.00%) per month from the date on which the Commercial Committee first incurs any cost or expense (but in no event in excess of the maximum rate permitted by law) shall be payable by such Commercial Unit Owner to the Commercial Committee and shall, for all purposes hereunder, constitute Commercial Common Charges payable by such Commercial Unit Owner. The Commercial Committee shall have the right, in the event that the Commercial Unit Owner disputes the amount of such payment or whether the Commercial Unit Owner is obligated to pay the same, to submit such dispute to Arbitration. The Commercial Unit Owner shall pay the cost of such repair or replacement only after a determination by Arbitration to the effect that: (i) the repair or replacement was required to be performed by the Commercial Unit Owner; (ii) the Commercial Unit Owner failed to perform such repair or replacement; and (iii) the cost of such repair or replacement by the Commercial Committee was reasonable. Any repair or replacement performed by the Commercial Committee in accordance with the terms of this Subsection 6.9.2 shall be its sole responsibility with respect to the quality of such repair or replacement and the proper completion thereof. The Commercial Committee and the Board shall indemnify the Commercial Unit Owner and hold it harmless from and against any claims, costs, expenses or liabilities whatsoever, including reasonable counsel fees, in any way incurred by the Commercial Unit Owner, in connection with the manner of completion of such painting, decorating, maintenance, repair or replacement by the Commercial Committee of any defect described herein (but not for the existence of the condition requiring such repair or replacement).

6.9.3 In the event that any Committee (a "Defaulting Committee") after written notice by another Committee and upon approval of the Board (the "Performing Party") fails in any way to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of any part of the Building required to be maintained by the Defaulting Committee or any Residential Unit Owner if the Defaulting Committee is the Residential Committee or any Commercial Unit Owner if the Defaulting Committee is the Commercial Committee, the Performing Party may, but shall not be obligated to, perform or cause to be performed, all such painting, decorating, maintenance, repair or replacement unless the Defaulting Committee, within thirty (30) days after receiving written notice of such default, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences (including the initiation of action under 6.9.1 or 6.9.2) and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred by the Performing Party in connection with the making of any such painting, decorating, maintenance, repair or replacement, together with interest thereon at the rate of two percent

(2.00%) per month from the date on which the Performing Party first incurs any cost or expense (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by the Defaulting Committee to the Performing Party. If the Defaulting Committee is the Residential or Commercial Committee, all such sums, for all purposes hereunder, shall be payable by Residential Unit Owners or Commercial Unit Owners as Residential or Commercial Common Charges, as the case may be.

**6.10 Structural Alterations, Additions, Improvements and Repairs of Units.**

6.10.1 Except as otherwise provided in the Declaration, no Unit Owner shall make any structural alteration, addition, improvement or repair in or to his or her Unit without the prior written approval of the Residential Committee for Residential Units, or the Commercial Committee for Commercial Unit. Such Committees shall have the obligation to answer any written request by their respective Unit Owners for approval of a proposed structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within fifteen (15) days after such request is received, and the failure to do so within the stipulated time shall constitute such Committee's and the Board's consent to the proposed alteration, addition, improvement or repair. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Committee and the Board may exercise the right to reasonably approve the Unit Owner's contractors and suppliers, and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to such Committee and the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. The Committee may, on behalf of the Board, impose reasonable fees upon a Unit Owner to reimburse the Condominium for its costs incurred in reviewing or supervising the aforesaid work.

6.10.1 Neither Declarant nor a Permitted Mortgagee of Declarant shall be required to obtain the approval of any Committee or the Board for any structural alteration, addition, improvement or repair in or to Unsold Residential Units or the Commercial Unit or enter into any alteration agreement with respect thereto.

6.10.2 All structural alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. A Unit Owner making or causing to be made any structural alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed to hold each Committee and all other Unit Owners harmless from any costs or liability arising therefrom.

6.10.3 Any application to any department of the City of Milwaukee or to any other governmental authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the Committee and Board and shall, if required by law or such department or authority, be executed by the Board, provided that no Board shall incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, materialman, architect or engineer on account of such alteration, addition, improvement or repair or to any Person having any claim for injury to person or

damage to property arising therefrom. Notwithstanding anything to the contrary set forth above, Declarant is hereby authorized on behalf of the Board and the Committees to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the unsold Units, and Common Elements as Declarant is entitled to perform in accordance with the terms of the Declaration and these Bylaws and to obtain such certificates of completion as may then be required by Law (collectively the "Required Documentation") and, the Board, if requested by Declarant, shall execute the Required Documentation.

6.10.4 In the event that any alterations, additions, improvements or repairs made by any Residential Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary or permanent certificate of occupancy for other Units or the Building, then upon the written request of Declarant, the Board or any other Committee whose Unit Owners are affected, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously restoring the Unit within fifteen (15) days of receipt of the written request, then the Declarant or the Board, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in these Bylaws.

6.10.5 Until such time as the initial construction of the Building is complete, including the completion of "punch list" work, no Committee, the Board or Unit Owner shall use or suffer to be used in any part of the Building any labor forces incompatible with the labor forces which are completing the construction of the Building on behalf of Declarant. In addition, the prosecution of the work necessary to complete initial construction of the Building, including the completion of "punch list" work by or on behalf of Declarant, shall take precedence over the prosecution of any other work at the Building.

#### *6.11 Alterations, Additions, Improvements or Repairs to Common Elements.*

Except as otherwise provided in the Declaration or these Bylaws, all alterations, additions, improvements or repairs in or to any General or Limited Common Element shall be made by the Committee or Unit Owner(s) required to maintain such General or Limited Common Element and the cost and expense thereof shall be charged to the appropriate party. Whenever in the judgment of the Residential Committee, the Commercial Committee or the Board, as the case may be, the cost of any alteration, addition, or improvement would exceed \$100,000.00 (in the aggregate in any calendar year -- except if such alteration, addition, or improvement is provided for in a duly approved budget), then such proposed alteration, addition, or improvement shall not be made unless first approved by a Majority of Residential Unit Owners, a Majority of Commercial Unit Owners, or a Majority of Unit Owners, as the case may be, who shall be required to bear the cost and expense thereof as aforesaid and by the Residential or Commercial Mortgage Representatives (as hereinafter defined), as the case may be, if any, with respect to alterations, additions, or improvements made by the Residential or Commercial Committee, respectively. Except as otherwise provided in the Declaration or these Bylaws, all such alterations, additions, or improvements costing in the aggregate \$100,000.00 or less in any calendar year may be made as aforesaid without the approval of the Unit Owners or said

Mortgage Representatives. Required repairs to the Common Elements including replacement of existing elements of the Building shall be made by the respective Committee in their own discretion regardless of the cost.

**6.12 Alterations of Certain Common Elements.**

6.12.1 In the event that pursuant to any of the provisions of these Bylaws, any consent by the Board, Mortgage Representative or Unit Owner is required as a condition precedent to any alteration, addition or improvement to any Common Element (sometimes collectively referred to in this Section 6.12 as an "Alteration"), proposed to be made by Declarant, Unit Owners or any Committee with the approval of the Board (sometimes collectively referred to herein as the "Proponent"), such consent shall not be unreasonably withheld or delayed by such Committee, Board, Mortgage Representative or Unit Owner (referred to in this Section 6.12 as the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Alteration. If the Opposing Party does not give notice of any objection to the Proponent within 30 days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed Alteration. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Opposing Party) within such 30-day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration the question of whether or not the Opposing Party unreasonably withheld its consent. If in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent, as its sole remedy, may make the proposed Alteration. In no event shall any arbitrator in such Arbitration determine that the Opposing Party reasonably withheld its consent to such proposal if: (a) the Proponent makes or causes to be made reasonable provisions providing: (i) for the costs and expenses of the Alteration to be paid by it; and (ii) that all costs and expenses for maintaining and repairing such Alteration after its completion will not be charged to Unit Owners represented by the Opposing Party as Common Expenses; (b) the proposed Alteration would not materially interfere with the use and enjoyment of the owners, tenants and occupants of those Units represented by the Opposing Party; and (c) the proposed Alteration would not materially weaken the structure of the Building.

6.12.2 Nothing contained in 6.12.1 shall in any way be deemed to limit: (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as such Proponent believes will meet the objections of the Opposing Party or of any arbitrator; or (b) any party's right, pursuant to the other applicable provisions of these Bylaws or the Declaration, to make any Alteration to a Common Element without the Opposing Party's approval.

**6.13 Restrictions on Use of Units.**

6.13.1 In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, each Residential Unit shall be used as described below.

6.13.1.1 A Residential Unit may be used for any purpose permitted by law, provided such use: (1) does not violate the then existing certificate of occupancy for such Residential Unit; (2) does



not adversely affect the use and enjoyment of neighboring or adjacent Residential Units for residential purposes; and (3) complies with all applicable governmental regulations.

6.13.1.2 Subject to the provisions of the Declaration, no portion of a Residential Unit (other than the entire Unit) may be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this Subsection 6.13.1) may be accommodated therein.

6.13.1.3 Each Unit Owner shall notify the Board in writing when a child or children under the age of ten (10) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable law and in any event, without full knowledge of the Board.

6.13.2 Notwithstanding the provisions of 6.13.1, Declarant may, without the permission of the Residential Committee: (a) grant permission for the use of any Unsold Residential Unit as a professional office or for any purpose, provided such use is permitted by law, does not violate the then existing certificate of occupancy for such Residential Unit and the user of such Unit complies with all applicable governmental regulations; and (b) use any Unsold Residential Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to the provisions of the Declaration and these Bylaws and in compliance with applicable governmental laws and regulations.

#### *6.14 Use of Common Elements.*

6.14.1 Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.14.2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other parts of the General or Limited Common Elements other than in: (a) Residential Limited Common Elements for the exclusive use of a particular Residential Unit Owner; or (b) in the areas designated as storage areas, without the prior consent of the Residential Committee as to the Residential Common Elements, the Commercial Committee as to Commercial Common Elements or Commercial Limited Common Elements or the Board as to General Common Elements. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them.

6.14.3 Residential Unit Owners shall require their tradesmen to utilize exclusively the elevator and entrance designated by the Residential Committee for transporting packages, merchandise or other objects.

6.14.4 Except pursuant to Rules & Regulations adopted by the Board and ONLY to the extent that the Commercial Section is affected, the Rules & Regulations may not be adopted or amended without the Commercial Committee's consent, and the terms and provisions of the Declaration and these Bylaws, in no event shall the Board or Unit Owners impair, restrict or impede the use of the General Common Elements described in the Declaration, by the Commercial Unit Owner or anyone claiming by, through or under the Commercial Unit Owner

including, but not limited to, the tenants and occupants of any portion of the Commercial Unit or their respective licensees or invitees.

**6.15 Other Provisions as to Use.**

No nuisance shall be allowed in the Residential Section nor shall any use or practice be allowed in the Residential Section which is a source of annoyance to the residents or occupants of the Property or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive or unlawful use shall be made of the Building or any portion thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board, whoever shall have the obligation to maintain or repair such part of the Property. Except as otherwise provided in the Declaration and these Bylaws, the Commercial Section may be used for any lawful purpose including, without limitation, department and other retail stores, health clubs, theaters, banks, restaurants, commercial and professional offices; and no sale, lease, sublease or use of all or any portion of the Commercial Section shall be deemed to adversely affect the Residential Section.

**6.16 Right of Access.**

6.16.1 A Residential Unit Owner shall grant a right of access to his or her Unit to the Declarant for the completion of the Building including but not limited to any punch list work in such Unit Owner's Unit, and to each of the Committees, the Board and/or any other person expressly authorized by any of the foregoing. Each Commercial Unit Owner shall, upon the same terms and conditions as set forth herein, grant a right of access to the Commercial Unit to each of the to each of the Committees, the Board and/or any other person expressly authorized by any of the foregoing, for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any governmental authority against, the General or Limited Common Elements or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or correcting any conditions originating in his/her Unit and threatening another Unit or all or any part of the General or Limited Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other portions of the General or Limited Common Elements within his/her Unit or elsewhere in the Building; or for the purpose of reading, maintaining or replacing utility meters relating to the General or Limited Common Elements, his/her Unit or any other Unit in the Building or to correct any condition which violates the provisions of any Permitted Mortgage covering another Unit, provided that requests for such entry are made not less than three (3) days in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the tenants and occupants of a Commercial Unit or with the use of the Residential Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.16.2 A Unit Owner shall grant a right of access to his/her Unit, and the Committees and the Board shall grant rights of access to the General Common Elements and the respective Limited

Common Elements to Declarant and its contractors, subcontractors, agents and employees, for the completion of punch list work, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

**6.17 Rules and Regulations.**

Annexed hereto as Schedule A and made a part hereof are the Rules and Regulations concerning the use of the Common Elements and the Limited Common Elements. The Residential Committee, with the approval of the Board, may from time to time, modify, amend or add to the Rules and Regulations, as they apply to the Residential Section, except that a Majority of Residential Unit Owners may overrule such Committee (and thereby also the Board) with respect to any such modification, amendment or addition. The Residential Committee, with the approval of the Board, shall also have the authority to promulgate special rules and regulations concerning the use of storage space, if any, for the personal property of the Residential Unit Owners. The Commercial Committee, with the approval of the Board, may adopt and from time to time, modify, amend or add to Rules and Regulations, as they apply to the Commercial Section except that a Majority of Commercial Unit Owners may overrule said Committee (and thereby the Board) with respect to any adoption, modification, amendment or addition and provided further that the Commercial Unit Owners having exclusive access to the Commercial Limited Common Elements, may overrule the Committee (and thereby the Board) with respect to any adoption, modification, amendment or addition affecting such Commercial Unit Owners. The Board may adopt and from time to time, modify, amend or add to the Rules and Regulations, except that a Majority of Unit Owners may overrule the Board with respect to any such adoption, modification, amendment or addition.

**6.18 Water Charges and Sewer Rents.**

Water and sewer services shall be supplied to and for all of the Units and the Limited Common Elements through one or more building systems by the City of Milwaukee. Except to the extent Unit Owners are billed directly by the City, the Board shall pay all such charges, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. The Commercial Committee shall collect such charges from the Commercial Unit Owner based on separate sub-metering of such Units, and will remit such amount to the Board. The remaining costs for the Building will be paid by the Residential Unit Owners and included in Residential Common Charges. In the event of a proposed sale of any Residential Unit, the Residential Committee, on request of the selling Residential Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title insurance company, a letter agreeing to pay all charges for water, sewer rents and real estate taxes (so long as such Board is still collecting and paying such charges) affecting such owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed by the proper authorities.

**6.19 Gas.**

Except for gas distribution to: (i) the ninth floor Units; (iii) the tenth floor Units; (iv) the Commercial Units; and (v) any other Unit specifically identified by Declarant, gas for the Residential Section will be supplied from the central gas distribution system and charges therefor

shall be paid by the Residential Committee. The cost of the central feed of gas consumed in the Residential Section will be borne by the Residential Unit Owners as a Residential Common Charge. Gas consumed by: (i) the ninth floor Units; (iii) the tenth floor Units; (iv) the Commercial Units; and (v) any other Unit specifically identified by Declarant, shall be separately metered to such Units.

Gas consumed in the Commercial Section will be separately metered and billed directly to each Commercial Unit Owner utilizing gas.

#### *6.20 Electricity.*

6.20.1 Electricity for each Residential and Commercial Unit (including tenants occupying portions of the Commercial Unit) shall be supplied through a separate electric meter for each Unit. Electricity for the Residential Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Residential Committee and will be borne by the Residential Section Unit Owners as a Residential Common Charge.

6.20.2 In the event the Property is submetered, no Unit Owners will be charged an amount (including any charge for billing costs) which exceeds the rate contemporaneously paid by customers who are served directly by the utility company and who are in the service classification that would be applicable if the Unit Owners were served directly by the utility company.

6.20.3 If applicable, a Unit Owner who has a complaint about his or her submetered electricity bill shall first attempt to resolve any dispute regarding electrical service or charges with, as applicable, the Commercial Committee or the Residential Committee. If a satisfactory resolution is not obtained then a Unit Owner shall bring said complaint in writing before the Board and shall send a copy of the complaint to the applicable Committee. If the Board is unable to provide a satisfactory resolution to the Unit Owner within thirty (30) days after the Board receives the complaint, then the complainant will be provided written notice of the grievance procedure rules summarized below and the complaint shall be submitted to arbitration proceedings which shall be conducted in accordance with the rules of the American Arbitration Association. The cost of such arbitration shall be paid by the Board. The American Arbitration Association shall be asked to appoint the arbitrator.

6.20.4 The arbitrator shall be obliged to provide a full and fair hearing within 15 days of the filing of the complaint with the arbitrator, unless the Unit Owner requests a longer period to prepare his/her case. At the hearing either sides may be represented by counsel or other designated persons, produce witnesses, submit documentary evidence and cross-examine adverse witnesses. The arbitrator shall be obligated to issue a written decision specifying the grounds for its decision and evidence relied upon therein, within ten (10) calendar days of the hearing. The decision of the arbitrator shall be binding on all parties to the proceeding, and shall not be appealable. Records on all such complaints and decisions shall be maintained by the Board for at least three (3) years from the date the complaint is first brought.

6.20.5 Notwithstanding the fact that a Unit Owner has filed a complaint about an electricity bill or that an arbitration is pending or proceeding, the complaining Unit Owner must continue to pay his or her electricity bill to the Board or its agent. Failure to make any payment when due may subject the Unit Owner to penalties and/or interest charges, as the same may be established, from time to time by the Board. Any refund due a complaining Unit Owner will be paid or credited to such Unit Owner by the Board or its agent promptly upon receipt by the Board or its agent of such payment or credit from the utility company.

6.20.6 Rates and charges to be paid by Unit Owners shall be based on the actual cost of the utilities consumed.

6.20.7 Nothing contained herein shall preclude the Board, on behalf of Unit Owners, from filing a complaint concerning electricity provided to the Property with governmental bodies/agencies having jurisdiction.

**6.21 *Utilities Serving the General Common Elements.***

Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, electricity and gas serving or benefiting any General Common Element shall be: (a) considered part of the expense of maintaining such General Common Element; (b) determined by the Board; and (c) charged to the Residential Unit Owners and the Commercial Unit Owner as a General Common Expense. Any dispute as to the amount of such cost or expense shall be determined by Arbitration.

**6.22 *Abatement and Enjoinment of Violations by Unit Owners.***

6.22.1 The violation of any of the Rules and Regulations or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give: (a) the Board with respect to matters affecting the General Common Elements; (b) the Residential Committee with respect to matters affecting the Residential Section; and (c) the Commercial Committee with respect to matters affecting the Commercial Section, the right, in addition to such other rights set forth in these Bylaws: (i) to enter any Residential Unit or Commercial Unit or General or Limited Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and such Board shall not thereby be deemed guilty or liable in any manner of trespass or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.22.2 The violation or breach of any of the provisions of these Bylaws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant shall give to Declarant the right, in addition to any other rights set forth in these Bylaws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

## ARTICLE 7 -- MORTGAGES

### *7.1 Notice to Committee and /or the Board.*

A Unit Owner who mortgages his or her Unit, or the holder of any mortgage encumbering such Unit, shall notify the Residential Committee in the case of a Residential Unit or the Commercial Committee in the case of all or a portion of any Commercial Unit, of the name and address of the mortgagee. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against his or her Unit other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering his or her Unit shall so notify the applicable Committee and shall file a conformed copy of the satisfaction of mortgage with such Committee. Each of such Committees shall maintain such information in a book entitled "Mortgages of Units."

### *7.2 Notice of Default and Unpaid Common Charges.*

Whenever so requested in writing by a Permitted Mortgagee, the Residential Committee with respect to Permitted Mortgagees of Residential Units and the Commercial Committee with respect to Permitted Mortgagees of any Commercial Unit, shall promptly report to such Permitted Mortgagee any default in the payment of Residential Common Charges or Commercial Common Charges, as the case may be, or any other default by the Unit Owner of such Unit under the provisions of the Declaration or these Bylaws which may to such Board's knowledge then exist. Each Committee, when giving notice to a Unit Owner of any such default, shall, if requested, also send a copy of such notice to any Permitted Mortgagee thereof.

### *7.3 Performance by Permitted Mortgagees.*

The Residential Committee, Commercial Committee or Board, as the case may be, shall accept, by any Permitted Mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these Bylaws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner.

### *7.4 Examination of Books.*

Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Condominium (including, in the case of Residential or Commercial Unit Owners and Permitted Mortgagees thereof, the books of account of the Residential Section or the Commercial Section, as the case may be) at reasonable times, on business days, but not more than once a month.

### *7.5 Representatives of Mortgagees.*

7.5.1 In the manner more particularly set forth in 7.5.2, the holders of Institutional Residential Mortgages or Institutional Commercial Mortgages (as both are hereinafter defined) may, at their election, designate one or more (but not more than three) representatives ("Residential Mortgage Representatives" or "Commercial Mortgage Representatives") who shall be empowered to act on

behalf of all holders of Institutional Residential or Commercial Mortgages, as the case may be, with respect to any matter requiring their consent or approval under the Declaration or these Bylaws. If any Residential or Commercial Mortgage Representatives are so designated and notice thereof is given to the Residential or Commercial Committee, as appropriate, the act of any such Representative (or a majority of such Representatives if more than one is so designated) shall be deemed binding upon the holders of all Institutional Residential or Commercial Mortgages, as the case may be. As used herein, the term and "Institutional Residential Mortgage" means an Institutional Mortgage (defined below) covering a Residential Unit or Units and the term "Institutional Commercial Mortgage" means an Institutional Mortgage covering all or a portion, of any Commercial Unit. As used herein the terms "Permitted Mortgage" and "Institutional Mortgage" means any first mortgage covering a Unit or Units, the initial holder of which is: (i) Declarant; (ii) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust, or (iii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

7.5.2 Any designation of a Residential Mortgage Representative or a Commercial Mortgage Representative made by the holders of Institutional Residential or Commercial Mortgages, respectively, constituting a majority in principal amount of all Institutional Residential Mortgages or Institutional Commercial Mortgages, respectively, shall be binding upon the holders of all Institutional Residential or Commercial Mortgages, as the case may be. Any such designation of any Residential or Commercial Mortgage Representative shall remain effective until (a) any subsequent designation thereof is made pursuant to the provisions hereof, and (b) notice of such subsequent designation is given to the appropriate Committee AND the Board. Unless otherwise required by law, all Permitted Mortgagees other than holders of an Institutional Residential Mortgage or Institutional Commercial Mortgage, shall have no right to participate in the selection of Residential or Commercial Mortgage Representatives, but such Permitted Mortgagees shall be subject to all determinations made by such Residential or Commercial Mortgage Representatives, as the case may be, pursuant to the Declaration or these Bylaws.

#### **7.6 *Consent of Mortgagees.***

Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of any Committee, the Board, or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against his mortgagor.

### **ARTICLE 8 -- SELLING, LEASING AND MORTGAGING OF UNITS**

#### **8.1 *Leasing***

So long as Declarant or the Association determine that a lease or sublease of a Unit does not preclude the Condominium from qualifying as an eligible condominium project under Freddie Mac, Fannie Mae, HUD or VA residential mortgage programs then:

- (i) For each lease contract (and for each extension thereof) a Unit Owner proposes to execute; AND

(ii) Upon the express written approval of, as applicable, the Declarant or the Association,

A Unit Owner may lease or sublease his/her Unit provided that:

(a) No Unit, or any part thereof, may be leased or subleased for transient hotel purposes, or, other than leases for Residential and/or Commercial Parking Units, for an initial term of less than six (6) months; AND

(b) No Unit, or any part thereof, may be leased or subleased without a written lease or sublease; AND

(c) A copy of the lease, sublease (or extension of the lease or sublease) shall be furnished to the Association in order to obtain a written approval of the same; AND

(d) If a lease or sublease (or extension of the lease or sublease) is approved by, as applicable, the Declarant or the Association:

(xx) An executed copy of the lease or sublease shall be provided to the Association; AND

(yy) the right of any lessee or sublessee of a Unit, shall be subject to, and each lessee or sublessee shall be bound by, the covenants, conditions set forth in this Declaration, the Bylaws and the Rules & Regulations of the Condominium and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of a Unit Owner from which such Person has leased a Unit.

## ARTICLE 9 -- RECORDS AND AUDITS

### 9.1 *Records.*

The Board, and each Committee, on behalf of the Board, shall keep detailed records of the actions of such body, minutes of the meetings of such body, minutes of the meetings of the Unit Owners for whom such body serves and financial records and books of account with respect to the activities of such body, including a listing of all receipts and expenditures. In addition, the Residential Committee shall keep a separate account for each Residential Unit, which, among other things, shall contain the amount of each assessment of Common Charges made by the Residential Committee against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

### 9.2 *Audits.*

Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by: (a) the Residential Committee to all Residential Unit Owners; (b) the Commercial



Committee to all Commercial Unit Owners; and (c) the Board to the Residential Committee and the Commercial Committee, and, if so requested, to any Permitted Mortgagee, as the case may be. The cost of such report submitted by: (1) the Residential Committee, shall be paid by the Residential Unit Owners as a Residential Common Expense; (2) the Commercial Committee, shall be paid by the Commercial Unit Owners as a Commercial Common Expense; and (3) the Board shall be paid by the Residential Committee and the Commercial Committee as a General Common Expense.

### *9.3 Availability of Documents.*

Copies of the Declaration, these Bylaws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

## **ARTICLE 10 -- ARBITRATION**

### *10.1 General Procedure.*

Any arbitration provided for in these Bylaws shall be conducted before one arbitrator in Milwaukee, Wisconsin by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in Milwaukee before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of Milwaukee. The decision of the arbitrator so chosen shall be given within 10 days after his/her appointment. Any arbitrator appointed or selected in connection with any arbitration hereunder shall be a member of a law firm whose principal office is in the County of Milwaukee and which has at least five members.

### *10.2 Costs and Expenses.*

The fees, costs and expenses of the arbitrator will be borne by the losing party in the arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants. Each disputant will also bear the fees and expenses of his counsel and expert witnesses. All costs and expenses paid or incurred by the Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses will constitute General Common Expenses.

## ARTICLE 11 -- MISCELLANEOUS

### *11.1 Waiver.*

No provision contained in these Bylaws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

### *11.2 Captions.*

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

### *11.3 Certain References.*

11.3.1 A reference in these Bylaws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

11.3.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these Bylaws refer to these entire Bylaws and not to the particular provision in which the terms are used, unless the context otherwise requires.

11.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these Bylaws.

### *11.4 Severability.*

Subject to the provisions of the Declaration, if any provision of these Bylaws is invalid or unenforceable as against any Person, party or under certain circumstances, the remainder of these Bylaws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these Bylaws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law. In the event any provision of these Bylaws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

### *11.5 Successors and Assigns.*

Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or, with the consent of Declarant, any transferee of some or all then Unsold Residential Units then owned by Declarant, as the case may be. The rights and/or obligations of the Commercial Unit Owner as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Commercial Unit Owner. Subject to the foregoing, Declarant, its designee, and/or the Commercial Unit Owner, as the case may be, shall have the right, at any

time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

#### ***11.6 Rights to Copies of Condominium Instruments.***

11.6.1 Any party which is subject to the terms of these Bylaws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Committee or the Board, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these Bylaws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### **ARTICLE 12 -- AMENDMENT TO BYLAWS**

#### ***12.1 Amendments by Unit Owners.***

Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner (with the approval of any Permitted Mortgagees, if required by law): (a) any provision of these Bylaws may be added to, amended, modified or deleted by the vote of at least 66-2/3% all Unit Owners taken in accordance with the provisions of these Bylaws, provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected; (b) any provision of these Bylaws benefiting, protecting or otherwise affecting only the Residential Section or the Residential Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66-2/3% of all Residential Unit Owners taken in accordance with the provisions of these Bylaws; and (c) any provision of these Bylaws benefiting, protecting or otherwise affecting only the Commercial Section or the Commercial Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66-2/3% of all Commercial Unit Owners taken in accordance with the provisions of these Bylaws.

#### ***12.2 Amendments Affecting Declarant or Commercial Unit Owners.***

Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these Bylaws, the Declaration or the Rules and Regulations shall be effective in any way: (a) without the prior written consent of the affected Commercial Unit Owner(s) with respect to any amendment, modification, addition or deletion of or to these Bylaws, the Declaration or the Rules and Regulations modifying the permitted uses of any Commercial Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Commercial Unit Owner; (b) without the prior written consent of Declarant or the owner of any Unsold Residential Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to these Bylaws, the Declaration or the Rules and Regulations

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modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Declarant or the owner of any Unsold Residential Unit, as the case may be; or (c) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Residential Unit or Commercial Unit, with respect to any amendment, modification, addition or deletion of or to these Bylaws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Residential Unit or Commercial Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Residential Unit or Commercial Unit.

**RULES & REGULATIONS FOR 601 LOFTS CONDOMINIUM OWNERS'  
ASSOCIATION, INC.**

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## **I. INTRODUCTION**

The Board and Association would like to welcome you to 601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC. We are pleased that you have chosen to reside at THE CONDOMINIUM and hope that you will enjoy your home.

Condominium living is very different than living in a private residence and the changes may require adjustment for some individuals. Rules, governing the day-to-day use of the property, have been adopted by the Board. All residents are subject to all provisions of the Condominium Declaration, Articles of Incorporation of 601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC., Bylaws, and these Rules. At times, these documents or actions taken by the Board might not be in direct accord with actions that an Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Residents to demonstrate an attitude of courtesy, responsibility and community involvement.

Owners at 601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC. pay a monthly assessment to cover the expense of major functions that are performed for the benefit of all Owners and Residents. The fee includes such things as lawn care, snow removal, exterior building maintenance, maintenance and professional Association services. Whenever volunteers do work, the Association and Residents save money. 601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC. thrives on the help of volunteers. Members of the Board and Committees all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live. All Owners should be aware of their responsibility to volunteer some of their time and talent to the Association.

## **II. CONDOMINIUM DOCUMENTS**

Each Owner should receive a copy of the Condominium documents from, as applicable, the Declarant or a previous Owner. There is a \$25 charge for replacement documents.

## **III. RULES AND REGULATIONS**

### **A. DEFINITIONS**

All capitalized terms unless otherwise defined herein have the meanings ascribed to such terms in the Declaration and the Bylaws.

### **B. VEHICLES**

#### **B.1 GENERAL**

- a. Cooking or sleeping in vehicles on THE CONDOMINIUM property is prohibited.

- b. All Residents must register their vehicles with Association within fourteen (14) days of residency. Failure to register will result in a warning notice being issued. If after fourteen (14) calendar days from the issuance of the notice the Resident has not registered his or her vehicles, the Association will issue a fine of ten dollars (\$10.00) for each day of the continuance of the violation.
- c. Motorcycles are permitted in any Parking Unit. A protective plate must be placed under the motorcycle rest stand at all times to prevent damage to the asphalt surface.
- d. Boats, or trailers MAY NOT be parked in Parking Unit.
- e. Limited vehicle maintenance, including, but not limited to, changing oil, oil filter, air cleaner, and spark plugs is permitted in Parking Units. Residents performing such maintenance must clear and clean the area after performing such work, including absorbing and disposing of any oil spills, grease, and any and all other debris. The debris, including used oil, must be taken to a recycling location.
- f. The use of moving vans on the Condominium property shall be in a manner so as not to impede the lawful and smooth flow of traffic.
- g. No vehicles or trailers may parked upon any surface area other than the Parking Units.
- h. The maximum speed limit on 601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC. property is 10 miles per hour!
- i. TOWING POLICY:  
  
The Association may tow or transport to a storage facility the vehicle of any Resident who violates any parking restriction of the Association. In such event, the towing charges and storage expenses incurred by the Association shall constitute an assessment or charge against any Unit owned by the offending Owner, even if the vehicle belonged to a guest or tenant of the Owner.
- j. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.

C. *ANIMALS/PETS*

- C.1 A Unit Owner will not permit animals of any kind, other than a dog, cat, domesticated bird, freshwater or tropical aquarium fish to be raised, bred or kept in the Owner's Unit or in the Residential or Commercial Limited Common Elements appurtenant thereto.
- C.2 Pets kept by any Unit Owner may not exceed height (when fully grown) of fourteen (14) inches, wherein height is measured as the distance from the shoulder of a seated animal to a level floor.
- C.3 The pets referenced in C.1 may be kept in any Unit, but not more than three (3) of the combination of the following pets: dogs, birds, cats, or fish. Only one (1) dog is permitted to be kept in any Unit. In all cases, dogs having a predominant bloodline of the following breeds **ARE NOT PERMITTED** to be kept in any Unit:
- American Staffordshire Terrier; Pitbull Terrier; Staffordshire Bull Terrier; Bull Terrier; Neopolitan Mastiff; Spanish Mastiff; Dogue de Bordeaux; Dogo Argentino; Fila Brasileiro; Roman Fighting Dog; Chinese Fighting Dog; Bandog; Tosa Inu; Akbash Briard; Beauceron; Bullmastiff; Dobermann; Estrela Mountain Dog; Komondor; Kuvasz; Maremma Mastiff; Pyrenean Mastiff; Pyrenean Mountain Dog; Rottweiler; and Tibetan Mastiff.
- C.4 Pet owners must clean up after their pet.
- C.5 Owners of animals must notify Association of the presence of an animal(s) on the property. Such notification must include:
- Type and name of animal(s)
  - Address of Unit maintaining animal(s)
  - Name(s) of resident(s) owning animal(s)
- C.6 The Unit Owner, as well as the animal Owner, is responsible and liable for any damage to property or injury caused by a pet.
- C.7 Pet Owners shall immediately cleanup any excrement and shall carry an implement for pickup at all times when walking their pets.
- C.8 All pets outside the confines of the Unit shall be restricted on a leash by a person capable of controlling the animal.
- C.9 So long as Declarant controls the Association, the Declarant retains the sole and absolute right to grant waivers to the aforementioned pet policy. Any resident requesting a waiver to the above rules must submit a written request addressed to Declarant.



**D. NOISE LEVELS**

No Unit Owner shall make or permit any disturbing noises or activity in the Condominium, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Condominium. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph or radio or television set or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Committee. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or unless such work is performed by Declarant.

**E. KEYS**

It is not the obligation of the Association to provide service to residents who are locked out of their Units.

**F. RESIDENTS**

- F.1 Residents are responsible and liable for the conduct of all persons living with them and their guests.
- F.2 The batting of hard balls is not permitted on the property.
- F.3 The use of big wheels and roller skates shall not be allowed anywhere on the property during the hours from 7:00 P.M. to 9:00 A.M.
- F.4 Marking of sidewalks and roadways with paint or permanent substances is not permitted.
- F.5 No motorized toy vehicles (e.g. go-cart or mini bikes) are allowed on the Property.
- F.6 Rowdy behavior will not be tolerated in any area of the Property.
- F.7 All service and delivery persons will be made to the front desk between the hours of 9AM to 5PM, Monday through Friday. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so

occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

**G. COMMON AND LIMITED COMMON ELEMENTS**

**G.1 COMMON ELEMENTS** - The following rules shall apply with respect to the Common Elements.

- a. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior written consent of the applicable Committee of the Board.
- b. Unobtrusive birdbaths and bird feeders may be placed on the terrace of any Unit of the Owner erecting such birdbath or feeder.
- c. All unplanted containers in the Common Elements must be removed and stored out of sight.
- d. Minor plantings in containers may be made by a Unit Owner on the terrace appurtenant to such Unit. All other landscaping must be approved by the applicable Committee of the Board and conducted under the direction and control of the applicable Committee of the Board.
- e. Electrical or battery powered lights shall not be installed on or in the Common Elements without prior written consent of the applicable Committee of the Board.
- f. Use or storage of recreational equipment is prohibited in Common Elements.
- g. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Condominium shall not be obstructed or used for any other purpose other than ingress to and egress from Units, except that the obstruction may occur in the Commercial Section when such obstruction is caused by normal delivery of inventory to such Units (provided however that such obstruction does not inconvenience any other Unit Owners).
- h. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Condominium, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs of the Residential Section.

- i. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors or stairways of the Condominium.
- j. No public hall or public elevator vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner.
- k. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
- l. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.
- m. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of the applicable Committee of the Board.

## G.2 LIMITED COMMON ELEMENTS

- a. Each Unit Owner shall keep his or her Unit and any Limited Common Elements appurtenant thereto (including the surface of any balcony appurtenant to such Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's balcony shall be within the sole but reasonable discretion of the applicable Committee of the Board. No objects or structures, other than movable patio furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board. Every Unit Owner shall have the right to decorate, as applicable, the Residential Limited Common Element or Commercial Limited Common Element appurtenant to his/her Unit in an unobtrusive, non-structural manner.
- b. Residents are prohibited from storing bicycles in the Common Elements or Limited Common Elements, outside Units, on lawns, or patios. Bicycles must be stored in a storage locker, or in the Owner's or Resident's Unit.
- c. Hanging or shaking out items such as wash, clothing, other apparel or rugs on patios or patio balconies is prohibited.
- d. Major alterations, such as the installation of awnings, sunshades, canopies, or screens are prohibited without the prior written consent of the Board.

- e. Visible appliances and items other than movable patio furniture and barbecue gas grills on patios and balconies are prohibited.
- f. Wading pools and yard-designed playthings are prohibited from use on all Common and Limited Common Elements.
- g. Appropriate seasonal decorations may be placed on Unit entry doors.
- h. Electrical or battery-powered lights shall not be installed in the Limited Common Elements without the prior written consent of the applicable Committee of the Board.
- i. No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by law, except such as shall have been approved in writing by the Residential Committee, which approval shall not be unreasonably withheld or delayed.
- j. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Residential Committee, nor shall anything be projected from any door or window of the Residential Section without similar approval.
- k. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the applicable Committee of the Board, which approval may be granted or refused in the sole discretion of such Committee.
- l. Residential and/or Commercial Limited Common Element decorations shall be limited to live plants and flowers. Silk flowers are also permitted.
- m. Nothing shall be done or kept in any Unit or in the General or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the General or Limited Common Elements.

## **H. SNOW REMOVAL**

- H.1** Snow and ice removal shall be provided on roads comprising the Common Elements. There shall be no snow and/or ice removal on Residential and/or Commercial Limited Common Elements.

**I. GARBAGE**

- I.1 Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the chute door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.
- I.2 Residents must make arrangements for disposal of large items that the garbage removal company is unable to transport off the Condominium. Contact the Association for clarification.
- I.3 Garbage must not be stored or left on patios or on front door steps.

**J. MAINTENANCE, REPAIRS AND REPLACEMENTS.**

- J.1 Interior Maintenance: Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit.
- J.2 Utilities: It is the responsibility of Unit Owners to pay for electric service in their Unit(s). Owners are responsible for any damage to contents or loss caused by failure to pay for utility services.

**K. ALTERATIONS, ADDITIONS, IMPROVEMENTS.**

- K.1 No alteration of any Common Elements or Limited Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written consent of the applicable Committee of the Board. Unit Owners wishing to make exterior changes shall contact Association.
- K.2 The following is a partial list of items requiring approval of Association prior to installation:

Window Well Bubbles	Fireplaces
Patio Screens	Air Conditioners
Patio Door/Storm Door	Window Replacements
	Glass Block Windows

**L. SIGNS**

No Unit Owner shall display, hang, store or use any sign outside his Unit, which may be visible from the outside of his Unit without prior written permission of the applicable

Committee of the Board or the written permission of Association, acting in accord with the Board's direction.

**M. WINDOW DRESSINGS**

**M.1** Excepting satellite dishes, no Unit Owner or Resident shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from outside his Unit (other than draperies, curtains or shades of a customary nature and appearance subject to the Rules and Regulations), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the applicable Committee of the Board or the written permission of Association, acting in accord with the Board's direction.

**M.2** Satellite dishes may not installed on the anterior portion of the Building.

**M.3** Holiday decorations are permitted twenty (20) consecutive calendar days before or after a recognized holiday or season.

**N. RUMMAGE SALES**

Rummage sales are not permitted.

**O. LANDSCAPING**

**O.1** No picking of any flowers, shrubs, bushes or trees is allowed anywhere on the Property.

**P. OCCUPANCY**

**P.1** Home Occupations: Permitted home occupations in all Residential Units, are any business or occupation carried on by a person residing within the dwelling in connection with which:

- a. The occupation is incidental and secondary to the use of the dwelling for dwelling purposes, and does not occupy more than one-fourth of the floor area of a Unit or storage area.
- b. No signs, display or activity is permitted that will indicate from the exterior that the Building is being used, in part, for any purpose other than that of a dwelling.
- c. There are no commodities sold, or services rendered that require receipt or delivery of merchandise, goods or equipment by other than a passenger motor

vehicle or by U.S. letter carrier mail service.

- d. There is no person other than an additional resident of that Unit employed or otherwise engaged in the home occupation.
- e. All activity, including storage, is conducted completely within the dwelling Unit.
- f. No special structural alterations, construction features, or installation of special equipment other than satellite dishes is permitted on any Residential Unit or building comprising the Condominium, without the prior written consent of the applicable Committee of the Board.
- g. There is no perceptible noise, odor, smoke, electrical interference or vibration emanating from the structure.
- h. There is no more than one customer or client on the premises at the same time.
- i. There is no activity between the hours of 10 P.M. and 8 A.M.

**P.2** All required smoke detectors are the responsibility of the Unit Owner and shall comply with the provisions of state law.

**P.3** When residents cook on the patio or balcony, it is their responsibility to have a U.L. approved fire extinguisher available and to control the flames so as not to create a fire hazard.

- a. Charcoal grills are prohibited on the Property.
- b. Only gas grilling is permitted.

**P.4** No resident shall keep in any Unit or on THE CONDOMINIUM property any combustible substance except for normal household use as designated by manufacturer.

**Q. SOLICITATION**

No solicitation is allowed on the property without the prior written consent of Association.

**R. LIABILITY**

Unit Owners are responsible for their guests, tenants and tenants' guests.

**IV. INFORMATIONAL MATTERS**

**A. ASSESSMENTS**

- A.1 Each Owner is assessed a monthly fee based in accordance with the Declarations and the Bylaws. The Association depends on timely receipt of these assessments to function properly. Late payments or non-payment of assessments can be a serious problem for the Association.
- A.2 To minimize cash flow problems and encourage compliance, liens will be filed against Units that become 30 days delinquent in assessment payments.

**V. ENFORCEMENT AND VIOLATION PENALTIES**

**A. VIOLATIONS MAY BE REPORTED BY AN UNIT OWNER OR RESIDENT TO:**

- A.1 The City of Milwaukee Police Department, if the violation is an infraction of a City ordinance or any other law.
- A.2 Association.

**B. A VIOLATION REPORTED TO ASSOCIATION MUST BE IN WRITING AND MUST CONTAIN THE FOLLOWING:**

- B.1 Name of offender and address, if known.
- B.2 Violation observed and brief description thereof.
- B.3 Time and place of occurrence or, if a continuing violation, the time or times of observance of the occurrence.
- B.4 Name, address and telephone number of the reporting Unit Owner or Resident.

**C. UPON RECEIPT OF A COMPLAINT THE APPLICABLE COMMITTEE OF THE BOARD SHALL ATTEMPT TO RESOLVE THE MATTER BY:**

- C.1 Obtaining voluntary payment of an appropriate fine as per the Penalties Section of these rules, and/or
- C.2 Obtaining voluntary correction of the violation, and/or
- C.3 Any other solution to which the complainant, the alleged offender and/or Association agree.



**D. IN THE EVENT THAT A RESOLUTION IS NOT OBTAINED USING THE PROCEDURE DESCRIBED IN SECTION (C) HEREOF, THE APPLICABLE COMMITTEE OF THE BOARD SHALL PROCEED IN THE MANNER DESCRIBED BELOW:**

a. A letter shall be sent by certified mail, return receipt requested, informing all parties:

- (i) Of the time, place and date of a hearing before the applicable Committee of the Board.
- (ii) Of the right to counsel.
- (iii) That evidence shall be received and a record made whether or not the party complained against attends.
- (iv) That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.
- (v) That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.

b. The hearing shall be divided into two (2) sections:

- (i) The hearing.
- (ii) The determination and decision.

The Hearing Section shall be open to only the applicable Committee of the Board, the parties involved, their attorneys and witnesses.

The Determination and Decision Section of the meeting shall be open only to the Applicable Committee of the Board. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.

- c. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by a majority of the applicable Committee of the Board, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
- d. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.
- e. The burden of proof shall be on the complainant to prove the grievance by a

preponderance of the evidence.

- f. The decision of the applicable Committee of the Board is final.

#### **E. PENALTIES**

Each violation of the Rules and Regulations, By-laws or the Condominium Declaration shall be punishable by all means set forth in the By-laws, Condominium Declaration or any law and/or by one or more of the following:

- E.1 A written warning.
- E.2 A fine in an amount not to exceed \$250, plus administrative costs of \$20, plus \$15 per day that the violative conduct persists, plus reasonable attorney fees.
- E.3 By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees, shall be born by the Owner.

In the event the fines and costs, or the costs incurred by removal or correction, shall not be paid within 30 days, the payment may be secured by filing a lien against the Unit of the offender, as prescribed by law.

#### **F. INTEREST AFFECTED**

All Unit Owners shall be responsible for all actions of their children and/or guests.

#### **G. REMEDIES NON-EXCLUSIVE**

The provisions of these rules and regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

#### **VI. DISCRIMINATION PROHIBITED**

No bylaw or rule adopted under a bylaw and no covenant, condition or restriction set forth in the Declaration or any instrument of conveyance of any Unit may be applied to discriminate against an individual based upon his or her race, color, sexual orientation, disability, religion, national origin, marital status, family status, lawful source of income, age, ancestry or as otherwise prescribed under Wisconsin law.

RECORDS DEPT OF  
FINANCIAL INSTITUTIONS  
STATE OF WISCONSIN

2005 MAR -3 AM 9:33

**ARTICLES OF INCORPORATION  
OF  
601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.**

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Chapter 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

**ARTICLE 1  
NAME**

The name of the corporation shall be **601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "Corporation."

**ARTICLE 2  
ORGANIZATION**

The Corporation is organized under Chapter 181 of the Wisconsin Statutes.

**ARTICLE 3  
INITIAL PRINCIPAL OFFICE**

The initial principal office of the Corporation shall be located at 259 West Broadway, Suite 100, Waukesha, WI 53186. The Board of Directors may move the principal office to a location in the City of Milwaukee, Wisconsin.

**ARTICLE 4  
INITIAL REGISTERED OFFICE & INITIAL REGISTERED AGENT**

The initial registered office of the Corporation shall be 259 West Broadway, Suite 100, Waukesha, WI 53186. The initial registered agent of the Corporation shall be Scott C. Fergus.

**ARTICLE 5  
INCORPORATOR**

The incorporator of the Corporation shall be Scott C. Fergus, 259 West Broadway, Suite 100, Waukesha, Wisconsin.

**ARTICLE 6  
MEMBERS**

All the owners of units in the 601 Lofts Condominium shall be members of the Corporation.

WI - DFI CORP  
FILE ID# ➔

5070305

**ARTICLE 7  
PURPOSE**

The purpose of the Corporation is to provide an entity pursuant to Chapter 703 of the Wisconsin Statutes (the "Condominium Act") for the operation of the 601 Lofts Condominium (the "Condominium"). The creation of the Corporation is authorized pursuant to the provisions of the Declaration of Condominium of 601 Lofts Condominium (the "Declaration") and the Condominium Act.

**ARTICLE 8  
POWERS**

The powers of the Corporation shall include and be governed by the following provisions:

- (a) The Corporation shall have all common law and statutory powers of a nonstock, non-profit corporation, not in conflict with the terms of these Articles of Incorporation or the Condominium Act.
- (b) The Corporation shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration and its attendant documents, and all of the powers and duties reasonably necessary for the operation of the Condominium.
- (c) All funds and titles to properties acquired by the Corporation, and their proceeds, shall be held in trust for the members in accordance with the Declaration, these Articles of Incorporation and the Bylaws of the Corporation (the "Bylaws"), and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered Common Charges of the Condominium.
- (d) The powers of the Corporation shall be subject to and exercised in accordance with the provisions of the Declaration and the Bylaws.

**ARTICLE 9  
EXISTENCE**

The Corporation shall have perpetual existence. The Corporation may be dissolved with the assent given in writing of not less than seventy-five percent (75.00%) of the Members. The Corporation may also be dissolved in the event of destruction of the Condominium, if approved by the requisite percentage to terminate the Condominium as provided in the Declaration. Upon dissolution of the Condominium, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

**ARTICLE 10  
OFFICERS**

The affairs of the Corporation shall be administered by a President, Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold multiple offices. Officers of the Corporation shall be those persons elected by the Board of Directors at its first meeting, and shall serve at the pleasure of the Board of Directors.

**ARTICLE 11  
BOARD OF DIRECTORS**

(a) The affairs of the Corporation shall be managed by a Board of Directors who, so long as Declarant controls the Association, need not be members of the Corporation. The membership of the Board shall consist of not less than three (3) Directors, until control of the Corporation is transferred to the unit owners pursuant to the Condominium Act.

(b) Directors of the Corporation shall be elected at the annual meeting of the members in the manner provided in the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

(c) The first election of the Directors shall not be held until 601 East Ogden, LLC ("Declarant"), is required by law to elect directors in accordance with the Condominium Act. The Directors named in these Articles of Incorporation shall serve until the election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Declarant.

(d) The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
Scott C. Fergus	259 West Broadway, #100, Waukesha, WI 53186
Louis V. Stadler	259 West Broadway, #100, Waukesha, WI 53186
Cathleen Rathmann	259 West Broadway, #100, Waukesha, WI 53186

**ARTICLE 12  
INDEMNIFICATION**

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities including attorney's fees, reasonably incurred by

or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or which he or she may become involved by reason of him or her having been a Director or officer of the Corporation, whether or not he or she is a Director or officer at the time the expenses are incurred, except when a court of competent jurisdiction adjudges a Director or officer guilty of willful misfeasance, malfeasance, or nonfeasance or such court finds a Director or officer to have breached his or her fiduciary duty to the Corporation in performance of his or her duties. The foregoing right of such indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or officer may be entitled.

**ARTICLE 13  
BYLAWS**

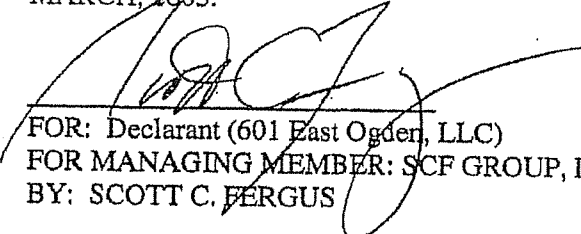
The Bylaws shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in those Bylaws. If a provision of the Articles of Incorporation is inconsistent with a provision in the Bylaws, the Articles of Incorporation controls.

**ARTICLE 14  
AMENDMENT**

These Articles of incorporation may only be amended by a unanimous vote of the Board of Directors; provided, however, that no amendment shall make any changes in the: (a) qualifications of membership to the Corporation; (b) the voting rights of members; or (c) the powers of the Corporation as set forth in Article 7 herein, without approval in writing by all members and the joinder of all record owners of mortgages on the units. No amendment shall be made that is in conflict with the Declaration or the Condominium Act. No amendment shall be made without the written approval of Declarant if such amendment shall cause assessment of the Declarant as a unit owner for capital improvements, constitute an amendment that would be detrimental to the sales of units by Declarant or any such action that would inhibit, impair, or preclude the rights reserved to the Declarant in the Declaration. A copy of each amendment shall be filed with the Wisconsin Department of Financial Institutions and shall be recorded in the public records of Milwaukee County.

[SIGNATURE PAGE FOLLOWS]

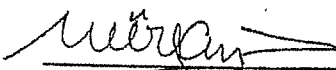
IN WITNESS WHEREOF, the incorporator has affixed his signature hereto this 2ND day of MARCH, 2005.

  
FOR: Declarant (601 East Ogden, LLC)  
FOR MANAGING MEMBER: SCF GROUP, LLC  
BY: SCOTT C. FERGUS

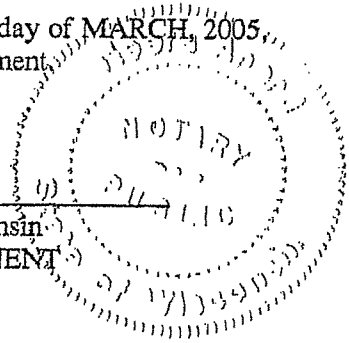
INCORPORATOR

State of Wisconsin )  
) ss.  
County of Waukesha )

The foregoing instrument was acknowledged before me this 2ND day of MARCH, 2005, by Scott C. Fergus, who is personally known by me and executed this document

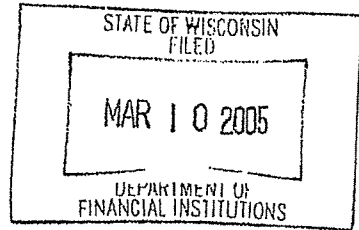
Neera Anand  


Notary Public, State of Wisconsin  
My Commission IS PERMANENT



*This instrument was drafted by:*

*Neera Anand, Esq.  
259 West Broadway, Suite 100  
Waukesha, WI 53186*



601 Lofts					
Proposed 2011 BUDGET					
	BUDGET				
	2010	Mar-10		2011	
	<u>ANNUAL</u>	<u>REFORECAST</u>	<u>2010 Year to Date</u>	<u>Proposed Budget</u>	
INCOME					
Association Dues	\$ 272,657	\$ 217,562	\$ 188,744.84	\$ 272,657	
Parking Income	\$ -	\$ 4,200	\$ -	\$ -	
Late Fees/Fines	\$ 48	\$ 900	\$ 6,344.05	\$ 1,000	
<b>TOTAL INCOME</b>	<b>\$ 272,705</b>	<b>\$ 222,662</b>	<b>\$ 195,088.89</b>	<b>\$ 273,657</b>	
EXPENSES					
Accounting Fees	\$ 350	\$ 350.00	\$ 297.63	\$ 350.00	Based on YTD Tax Preparation & Check Order
Administrative Fees	\$ 15,840	\$ 15,840.00	\$ 11,880.00	\$ 15,840.00	No Increase
Admin/Misc	\$ 1,020	\$ 1,020.00	\$ 1,221.33	\$ 1,500.00	Based on YTD YTD Average - Website/Copies/Faxes
Association Meeting	\$ 350	\$ 97.62	\$ 153.81	\$ 150.00	Based on last year
Building Supplies	\$ 2,500	\$ 1,900.00	\$ 2,935.04	\$ 3,200.00	Based on YTD Average- Lights/Ballasts/Hrdwre
Carpet Cleaning	\$ 2,080	\$ 1,040.00	\$ 4,987.62	\$ 1,340.00	carpet cleaning 2
Cleaning/Monthly	\$ 14,216	\$ 9,800.00	\$ 10,232.65	\$ 9,700.00	Based on Contract with Clean Power
Cleaning/Windows	\$ 7,100	\$ 3,106.00	\$ -	\$ 7,100.00	2x Per Year Exterior Only+Inspect
Elevator Service	\$ 8,800	\$ 8,800.00	\$ 7,377.07	\$ 8,800.00	Based on Contract Maintenance Agreement + Misc Calls - Otis
Fire Protection	\$ 4,000	\$ 4,000.00	\$ 3,207.54	\$ 4,000.00	Based on Contract ADT / Mared / Fire Detection
HVAC Service	\$ 22,500	\$ 22,500.00	\$ 13,162.12	\$ 19,291.00	Agreement w/Mared
Insurance	\$ 35,901	\$ 35,901.00	\$ 8,137.00	\$ 19,000.00	Based on Contract 5/20/10-5/20/11
Insurance Claims			\$ 23,094.60	\$ 5,000.00	2 claims
Intercom/Security Cameras	\$ 1,000	\$ 1,000.00	\$ 540.98	\$ 1,000.00	Contingence
Landscape Maintenance	\$ 2,670	\$ 2,670.00	\$ 998.52	\$ 2,000.00	Contingence
Legal	\$ 3,000	\$ 5,000.00	\$ 6,126.64	\$ 6,000.00	Based on YTD
Mat Service	\$ 1,500	\$ 1,400.00	\$ 766.24	\$ 1,200.00	Based on YTD
Painting	\$ 1,500	\$ 500.00	\$ -	\$ 1,500.00	Increase to keep up with damage
Pest and Rodent Control	\$ 425	\$ 275.00	\$ 376.00	\$ 468.00	increase to keep pests down everyother month
Permits/Certificates	\$ 700	\$ 700.00	\$ -	\$ 700.00	
Underground Parking	\$ 5,000	\$ 2,500.00	\$ 4,166.10	\$ 9,200.00	One scrubbing of the parking area and garage door repair
Repairs/Maintenance	\$ 12,800	\$ 11,000.00	\$ 10,296.11	\$ 14,000.00	Based on YTD
Repairs/Plumbing	\$ 1,000	\$ 500.00	\$ -	\$ 1,000.00	Contingence
Repairs/Electrical	\$ 1,000	\$ 500.00	\$ 949.35	\$ 1,000.00	Contingence
Snow Removal	\$ 6,000	\$ 2,810.00	\$ 3,500.00	\$ 4,000.00	Contingence
Telephone	\$ 2,300	\$ 2,180.00	\$ 1,701.20	\$ 2,300.00	Based on YTD
Trash Collection	\$ 9,100	\$ 9,500.00	\$ 6,545.40	\$ 9,700.00	Based on Contract/ with a 4% increase
Utilities/Electric	\$ 45,975	\$ 38,500.00	\$ 27,562.99	\$ 35,000.00	Based on YTD/with 4% increase
Utilities/Gas	\$ 39,500	\$ 35,000.00	\$ 26,171.87	\$ 43,000.00	Based on YTD/with 4% increase
Utilities/Water & Sewer	\$ 15,000	\$ 14,500.00	\$ 11,266.45	\$ 18,000.00	Based on YTD/with 4% increase
<b>TOTAL EXPENSES</b>	<b>\$ 263,127</b>	<b>\$ 232,889.62</b>	<b>\$ 187,654.26</b>	<b>\$ 245,339.00</b>	
Reserve Fund Contribution	\$ 9,578	\$ (10,228)	\$ (53,836.80)	\$ 28,318	