

Bylaws
L'Hermitage Condominium Association, Inc.

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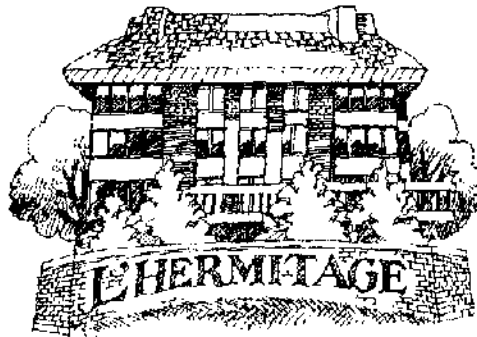
**NEW COVER SHEET LANGUAGE
REQUIRED AS OF NOVEMBER 1, 2004
(Attach this to Disclosure Papers)**

- 1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS 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 PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**

- 3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.**

DECLARATION & BYLAWS



L'HERMITAGE CONDOMINIUM ASSOCIATION, INC.

1219 and 1229 North Jackson Street
Professionally managed by
Ogden and Company, Inc.
1665 North Water Street
Milwaukee, WI 53202



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DISCLOSURE MATERIALS

L'Hermitage Condominium
Milwaukee, Wisconsin

Declarant: L'Hermitage of Milwaukee, Inc.
735 North Water Street
Milwaukee, WI 53202

Declarant's Agent: Milo E. Schandelmeier, Jr.
735 North Water Street
Milwaukee, WI 53202

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN FIVE BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT FOR SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits:

1. Declaration. The Declaration establishes and describes the Condominium, the units and the common elements. The Declaration begins on page. IV
2. By-Laws. The By-Laws contain rules which govern the Condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page. V
3. Articles of Incorporation. The operation of the Condominium is governed by the Association of which each unit owner is a member. Powers, duties and operation of the Association are specified in the Articles of Incorporation of the Association. The Articles of the Incorporation begin on page. X

4. <u>Annual Operating Budget.</u> 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. The budget begins on page.	XI
5. <u>Floor Plan and Plat of Survey.</u> The Declarant has provided floor plans of the units being offered for sale and a plat of survey of the Condominium which shows the location of the unit you are considering and all facilities and common elements which are part of the Condominium. The floor plans and plat of survey are set forth in the Condominium Plat which begins on page	XII
6. <u>Condominium Deed.</u> The form of deed to be used for conveyances of units begins on page	XIII

DECLARATION

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L'HERMITAGE CONDOMINIUM
DECLARATION OF CONDOMINIUM

L'Hermitage of Milwaukee, Inc., a Wisconsin corporation (the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and the appurtenances thereto shall hereafter be known and described as L'Hermitage Condominium (the "Condominium"). The address of the Condominium shall be 735 North Water Street, Milwaukee, Wisconsin.

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Milwaukee County, Wisconsin, more particularly described:

Parcel 1 of CERTIFIED SURVEY MAP NO. 3790, being a redivision of Block 134 and portion of Block 133, Fractional W 1/2 of the SW 1/4 of Section 21, T 7 N, R 22 E, or "Gammon Float", in the SW 1/4 of Section 21, T 7 N, R 22 E, in the City of Milwaukee, Milwaukee County, Wisconsin; said Certified Survey Map having been recorded on December 10, 1979 as Document No. 5371183 in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

2. Description of Buildings. Two buildings containing 48 units, and a paddle tennis facility, terrace, pool, wrought iron and masonry wall, and underground parking connecting structure between the two buildings, are in the process of construction or have been constructed upon the land with locations as shown on the Condominium Plat for the Condominium filed for record in the Office of the Register of Deeds for Milwaukee County, Wisconsin (the "Condominium Plat") and incorporated herein by reference. The condominium dwelling units in each building are hereinafter called "units". The buildings are labeled 1 and 2 as indicated on the Condominium Plat.

Each building contains 24 units. Each building has three levels of living space with eight units on each level, and parking and storage areas in an underground level. In addition, there are 27 parking spaces in an underground parking connecting structure which connects the

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underground levels of the two buildings. The principal materials of which the buildings are and will be constructed are concrete block foundation, concrete slab basement, drywall interior partitions, wood frame, wood and concrete floors, brick and metal panels. All roofs are wood shingle. Each unit has a natural fireplace. Each unit has a separate heating and central air-conditioning system and a separate water heater. Heating is by gas-forced air. Electricity, gas and water are separately metered for each unit. Electricity, gas and water used or consumed in or in connection with the pool and other common elements are separately metered and the cost thereof shall be assessed to the unit owners as a common expense in accordance with section 7 of this Declaration. In each building there are sump pumps, an elevator, a water softener and certain other equipment serving more than one unit. The cost of the electricity used to operate such equipment and the cost of maintenance of it shall be assessed to the unit owners as a common expense in accordance with section 7 of this Declaration.

3. Description of Units.

(a) The unit number of each unit and the approximate area, location, number of rooms and immediate portion of the common elements to which it has access are shown on the set of floor plans included in the Condominium Plat. The Declarant may make any improvements or alterations within the boundaries of the units that do not impair the structural integrity or lessen the support of any portion of the Condominium. Working drawings and general specifications for the Condominium are on file at the office of the Declarant, 735 North Water Street, Milwaukee, Wisconsin.

(b) The boundaries of each unit shall consist of that part of the cubic area of each building which is enclosed as follows:

(i) The vertical or perimetrical boundaries of the unit shall be the plane of the outer surfaces of the drywall (being the first layer of double drywall as to common walls between units) and the plane of the outside faces of doors and windows bounding a dwelling extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper boundary shall be the plane of the outer surface of the ceiling drywall and the lower boundary shall be the plane of the underside of the cellular concrete floor.

(c) It is intended that the structural portions of each building be common elements except for the drywall, doors, windows and floors which are included within the boundaries of the units described in section 3(b) of this Declaration. Those utility lines and plumbing fixtures located within the boundaries of the units shall be repaired and maintained by and at the expense of the respective unit owner. Those utility lines and plumbing fixtures not located within the boundaries of the units shall be repaired and maintained by and at the expense of the Association. The heating and central air-conditioning system, water heater and any other items of equipment servicing a single unit shall be considered part of the respective unit serviced by said items. Said items shall be replaced, repaired and maintained by and at the expense of the unit owner of said unit.

(d) If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, 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 Condominium Plat and the existing physical boundaries of any such unit or common element.

4. Description of Common Elements. The common elements shall include all of the Condominium except its units and shall include, but not be limited to, the following: land, halls, walks, driveways, parking areas, the pool and related equipment, sump pumps, elevators, the paddle tennis facility, terrace, wrought iron and masonry wall, and underground parking connecting structure. The common elements

shall be repaired and maintained by and at the expense of the Association.

5. Description of Limited Common Elements. The following common elements are permanently assigned to and limited to the use of units as follows (the "limited common elements"):

(a) The storage space assigned to each unit as indicated on the Condominium Plat;

(b) The parking space in the underground level of each building assigned to each unit as indicated on the Condominium Plat; and

(c) The parking spaces assigned to particular units in the underground parking connecting structure as indicated on the Condominium Plat.

6. Percentage Interests and Voting. The undivided percentage interest in the common elements (including limited common elements) appertaining to each unit shall be as set forth on Exhibit A attached hereto and made a part hereof. There shall be one vote appertaining to each unit.

7. Assessment of Common Expenses. Except for the cost of insurance premiums on policies which have been obtained by the Board of Directors of the Association, common expenses shall be assessed in 48 equal shares against the unit owners of each unit collectively; in other words, 1/48 of the common expenses (except for the cost of such insurance premiums) shall be assessed against the unit owners collectively of each unit. The cost of such insurance premiums shall be assessed against the unit owners of each unit collectively in proportion to the undivided percentage interest in the common elements appertaining to each unit. The unit owners of each unit to which parking spaces in the underground parking connecting structure have been assigned shall be assessed initially an additional \$10 per month (the "Parking Space Assessment"). The Parking Space Assessment shall be adjusted on January 1 of each year commencing January 1, 1982 as follows: The Parking Space Assessment of \$10 per month shall be increased or decreased by the percent increase or decrease in the cost of living to be computed by comparing the "Consumer Price Index, United States City Average for All Urban Consumers, for all items (1967=100)"

published by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") for November 1980 to the Index for the November of the year preceding the year for which the adjustment in the Parking Space Assessment is being made. If the Index is terminated, the Board of Directors of the Association shall select another price index to be used in making the adjustment or, if no such index is available, devise another method of determining the common expenses attributable to the underground parking connecting structure and assess those common expenses in equal shares on a per space basis to the unit owners of each unit to which parking spaces in such structure have been assigned, and the determination of the Board of Directors shall be final.

8. Residential Use. All units are intended for and shall be restricted to use by the owner, his family, lessees, invitees and frequenters, for residential purposes only. All buildings are intended and restricted to use for residential purposes only.

9. Service of Process. The resident agent for the Condominium shall be the Declarant. Service of process shall be made upon the Declarant at 735 North Water Street, Milwaukee, Wisconsin, as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

10. Damage or Destruction. In the event the Condominium is destroyed or damaged in an amount in excess of \$24,000 and there is in excess of \$24,000 of uninsured damage or destruction, action by the Association by vote of a majority of unit owners, as defined in the By-Laws, taken within 90 days after such damage or destruction shall be necessary to determine to repair, reconstruct or sell the Condominium as more fully described in section 3, Article V of the By-Laws. Damage or destruction to a lesser extent, and damage or destruction in an amount in excess of \$24,000 for which insurance proceeds plus an amount up to and including \$24,000 are sufficient to complete repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By-Laws.

11. Further Matters.

(a) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall 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 fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

(b) The Declarant hereby reserves the right for a period of three years from date hereof to cause one or more of the units it owns to be maintained as a model unit, and to maintain a sales office in the Condominium, and to display such models and the common elements of the Condominium for purposes of selling units in the Condominium or in other projects of the Declarant or its shareholder or affiliates. The Declarant hereby further reserves the right for a period of three years from the date hereof to assign to units as limited common elements the parking spaces in the underground parking connecting structure labeled X1, X2 and X3 as indicated on the Condominium Plat. If the Declarant makes such an assignment, it shall be entitled to charge the unit owners of the unit to which the space is assigned consideration for the assignment and to retain such consideration. Prior to expiration of the Declarant's right to assign such spaces and until such spaces are assigned, the Declarant shall pay the Parking Space Assessments with respect to those spaces in accordance with section 7 of this Declaration. After such spaces are assigned, the unit owners of the units to which such spaces have been assigned shall pay the Parking Space Assessments with respect to their spaces. Upon any such assignment, this Declaration and the Condominium Plat shall be amended to reflect such assignment. After expiration

of the Declarant's right to assign such spaces, the Declarant shall no longer be obligated to pay the Parking Space Assessments with respect to those spaces, and any unassigned spaces shall be common elements under the management and control of the Board of Directors of the Association. Prior to conveyance by the Declarant of any unit to which a space in the underground parking connecting structure has been assigned as a limited common element, the Declarant hereby further reserves the right during the period any such unit is not subject to an offer to purchase to reassign such space to any other unit as a limited common element, and this Declaration and the Condominium Plat shall be amended to reflect any such reassignment.

(c) Rules and regulations (in addition to the By-Laws) concerning the use of the units and the common and limited common elements, including provisions limiting keeping of animals and other pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(d) The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the City of Milwaukee, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that said Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

12. Additional Rights of Lenders.

(a) As to the holder of any mortgage or land contract vendor (the "Lender") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in section 9 of this Declaration that it desires to receive notice of the following matters:

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(i) The Board of Directors of the Association shall give the Lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(ii) The Board of Directors of the Association shall give the Lender by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner; and

(iii) The Board of Directors of the Association shall notify the Lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding \$2,000 when such damage is known to the Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding \$5,000.

(b) Unless all Lenders have given their prior written approval, the Association shall not:

(i) Change the undivided percentage interest in the common elements of the Condominium appertaining to each unit;

(ii) Partition or subdivide any unit or the common elements of the Condominium; or

(iii) By act or omission seek to abandon the condominium status of the Condominium except as provided in section 10 of this Declaration.

(c) Notwithstanding section 13 of this Declaration, this section shall not be amended unless all Lenders have given their prior written approval.

13. Amendment of Declaration. This Declaration may be amended with the written consent of at least 75% of the unit owners and 75% of the mortgagees and land contract vendors having interests in the units of the Condominium. Upon any assignment of the unassigned parking spaces or reassignment of any assigned parking spaces in the underground parking connecting structure pursuant to section 11(b) of this Declaration, this Declaration and the Condominium

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Plat shall be amended to reflect such assignment or reassignment, and by acceptance of a deed to a unit, the unit owner shall be deemed to have consented to any such amendments. The President of the Association is hereby appointed an attorney-in-fact with irrevocable power coupled with an interest to execute and deliver amendments to this Declaration and the Condominium Plat in accordance with this section.

IN WITNESS WHEREOF, this document has been executed this 8th day of January, 1980.

L'HERMITAGE OF MILWAUKEE, INC.,
a Wisconsin corporation

BY [Signature]
James E. Grootemaat

Attest:

[Signature]
Donna M. Byrum

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 8th day of January, 1980, James E. Grootemaat, President and Donna M. Byrum, Secretary of the above corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of said corporation, by its authority.

[Signature]
(Christine M. Smasal)
Notary Public, State of Wisconsin
My commission expires January 1, 1984.

The undersigned mortgagee consents to the above Declaration of Condominium.

FIRST WISCONSIN NATIONAL BANK
OF MILWAUKEE

And [Signature]
Wayne H. Brogelman
Assistant Vice President

BY [Signature]
John J. Poehlmann
Vice President

This instrument was drafted by John A. Erich.

Please return to: John A. Erich, Esq.
1800 Marine Plaza
Milwaukee, WI 53202

STATE OF WISCONSIN,
Milwaukee County, } SS.

Office of
REGISTER OF DEEDS

No. 95598

I, Walter R. Barzant Register of Deeds in and for said County do

hereby certify that the foregoing is a true and correct transcript from the records in my office as re-
reel DE 576809 image
corded in volume DE 576809 of on page , that I have carefully
compared the same with said Records, and that it is the correct copy thereof, and of the whole thereof.



In Testimony Whereof, I have hereunto set my hand
and affixed my official seal this 11 day of

Jan A.D., 19 80

Walter R. Barzant
Register of Deeds, Milwaukee County, Wis.

5513 R1

Deputy Register of Deeds.

REGISTER'S OFFICE)
Milwaukee County, Wis.) 33
RECORDED AT 8 10 PM
1271-1401 882
1271-1415 886
1271-1415 886
REGISTER OF DEEDS

FIRST AMENDMENT TO
L'HERMITAGE CONDOMINIUM
DECLARATION OF CONDOMINIUM

WHEREAS, L'Hermitage of Milwaukee, Inc., a Wisconsin corporation (the "Declarant"), as Declarant and pursuant to the Wisconsin Unit Ownership Act, executed a declaration of condominium (the "Declaration") dated January 8, 1980 creating L'Hermitage Condominium in Milwaukee County, Wisconsin, and caused a condominium plat of the Condominium (the "Condominium Plat") and the Declaration to be recorded on January 11, 1980 in the Office of the Register of Deeds for Milwaukee County, Wisconsin on Reel 271, commencing at Images 1401 and 1415, respectively, as Document Nos. 5376868 and 5376869, respectively; and

WHEREAS, Declarant now wishes to amend the Declaration and the Condominium Plat to correct an erroneous assignment of parking spaces in the underground parking connecting structure; and

WHEREAS, Section 13 of the Declaration provides that the Declaration may be amended with the written consent of at least 75% of the unit owners and 75% of the mortgagees having and interest in the units of the Condominium; and

WHEREAS, Declarant is currently the sole owner of all units in the Condominium and First Wisconsin National Bank of Milwaukee is the sole mortgagee of all units in the Condominium;

NOW, THEREFORE, pursuant to Section 13 of the Declaration, Declarant hereby amends and restates Section 11(b) of the Declaration as follows:

(b) The Declarant hereby reserves the right for a period of three years from date hereof to cause one or more of the units it owns to be maintained as a model unit, and to maintain a sales office in the Condominium, and to display such models of the common elements of the Condominium for purposes of selling units in the Condominium or in other projects of the Declarant or its shareholder or affiliates. The Declarant hereby further reserves the right for a period of three years from the date hereof to assign to

DOC # 5445351
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units as limited common elements the parking spaces in the underground parking connecting structure labeled X1, X2, X3, X4, X5, X6 and X7 as indicated on the Condominium Plat. [Remaining material in this paragraph is unchanged.]

IN WITNESS WHEREOF, this document has been executed this 1st day of October, 1980.

L'HERMITAGE OF MILWAUKEE, INC. a Wisconsin corporation

BY James E. Grootemaat

Attest:

Donna M. Byrum

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 1st day of October, 1980, the above-named James E. Grootemaat, President, and Donna M. Byrum, Secretary, of the above-named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of said corporation, by its authority.

(Christine M. Smasal)
Notary Public, State of Wisconsin
My commission expires January 1, 1984.

The undersigned Mortgagee consents to the above First Amendment to Declaration of Condominium.

FIRST WISCONSIN NATIONAL BANK
OF MILWAUKEE

BY John J. Pochlmann
John J. Pochlmann, Vice
President
Wayne H. Brogelman
Wayne H. Brogelman, Assistant
Vice President

This instrument was drafted by Bruce T. Block, Esq. Unit 308
1800 Marine Plaza
Milwaukee, WI

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SECOND AMENDMENT TO
L'HERMITAGE CONDOMINIUM
DECLARATION OF CONDOMINIUM

THIS SECOND AMENDMENT, made this 15th day of February, 1989, pursuant to the affirmative written consent of at least seventy-five percent (75%) of the unit owners, approved by their respective mortgagees, if any (together hereinafter "Owners") of L'Hermitage Condominium (the "Condominium") to the Condominium Declaration for the Condominium recorded on January 11, 1980 in the Office of the Register of Deeds for Milwaukee County, Wisconsin on Reel 271, commencing at Image 1401, as Document No. 5376868 (the "Declaration"),

W I T N E S S E T H :

WHEREAS, Owners own and/or hold mortgages on condominium units in the Condominium; and

WHEREAS, Owners are desirous of amending the Declaration in the respects set forth hereinafter;

NOW, THEREFORE, pursuant to requirements of the Declaration and the Condominium Ownership Act of the State of Wisconsin, Owners hereby make the following amendments to the Declaration:

1. Paragraph 7 of the Declaration is hereby amended to provide that the unit owners of each unit to which parking spaces in the underground parking connecting structure have been assigned shall be assessed an additional \$12.00 per month per parking space (the "Parking Space Assessment"). The last two sentences of Paragraph 7, regarding an annual adjustment of the Parking Space Assessment based on the Consumer Price Index, are hereby deleted.

2. The references to a paddle tennis facility in Paragraphs 2 and 4 of the Declaration are hereby deleted.

3. The Declaration, as amended herein, otherwise remains unchanged and in full force and effect.

4. The effective date of this Amendment shall be the date this Second Amendment is recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, the undersigned officers of the Association of unit owners for the Condominium hereby certify and attest by their signatures hereto, that the foregoing Second Amendment has been adopted with the written consent of at least seventy-five percent (75%) of the unit owners in the Condominium, and approved by their respective mortgagees, if

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any, in the manner provided in the Declaration and in the Wisconsin Condominium Ownership Act. The undersigned further certify that the written consents of the unit owners and their respective mortgagees, if any, to this Amendment are on file and available for inspection at the offices of the Association.

L'HERMITAGE CONDOMINIUM
ASSOCIATION, INC.

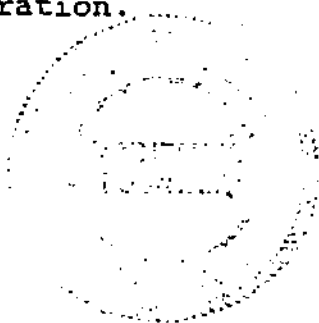
By: William J. Reis
Print Name: William J. Reis
Title: President

Attest: Patrick W. Cotter
Print Name: Patrick W. Cotter
Title: Secretary

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me the above-named William J. Reis, to me known to be the President of L'HERMITAGE CONDOMINIUM ASSOCIATION, INC. and who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

Marian K Mountain
Print Name: Marjean K. Pountain
Notary Public, State of Wisconsin
My Commission expires: 2-23-92



STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me the above-named Patrick W. Cotter, to me known to be the Secretary of L'HERMITAGE CONDOMINIUM ASSOCIATION, INC. and who executed the foregoing instrument and acknowledged the same on behalf of said corporation.



Marjean K. Pountain
Print Name: Marjean K. Pountain
Notary Public, State of Wisconsin
My Commission expires: 2-23-92

This document was drafted by and
after recording should be returned to:

Connie Kay Gavin
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, WI 53202-4497

#spmisc\SALHerm



RESTATED
BYLAWS OF
L'HERMITAGE CONDOMINIUM ASSOCIATION, INC.

Adopted at the annual meeting of unit owners October 18, 1987

Further revisions of pages 15-17 adopted 10/20/96

Further revisions of page 16 adopted 11/1/02

L'HERMITAGE
CONDOMINIUM
ASSOCIATION, INC.

1219 and 1229 North Jackson Street

Professionally managed by

Ogden and Company, Inc.

8850 North Port Washington Road

Milwaukee, WI 53217

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L'HERMITAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Plan of Unit Ownership

Section 1. Condominium Unit Ownership. The property located in the City of Milwaukee, Milwaukee County, State of Wisconsin (the "Property") known as L'Hermitage Condominium has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Milwaukee County on January 11, 1980, as Document No. 5376869.

Section 2. Applicability of Bylaws and Definitions. These Bylaws are adopted as the Bylaws of L'Hermitage Condominium Association, Inc. (the "Association"), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these Bylaws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Wisconsin Condominium Ownership Act.

Section 3. Office and Mailing Address. The office and mailing address of the Association and of the Board of Directors of the Association (the "Board of Directors") shall be located at 735 North Water Street, Milwaukee, Wisconsin 53202.

ARTICLE II

Board of Directors

Section 1. Number and Qualification. The affairs of the Association and of the Property shall be managed by the Board of Directors which shall be composed of nine persons all of whom shall be unit owners.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these Bylaws and rules and regulations hereunder.

Section 3. Managing Agent and Manager. The Board of Directors may engage the services of a manager or managing agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

Section 4. Election and Term of Office.

(a) Method of Election. Directors of the Association shall be elected by the unit owners at the annual meeting by the affirmative vote of a majority of unit owners present in person or by proxy.

(b) Term of Office. Directors shall hold office by dividing them into three classes, each class to consist of three directors who shall hold office for terms of three years and until their respective successors have been elected and qualified.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors 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 each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose departure created the vacancy and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or telegraph, at least 48 hours prior to the time of such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one member of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice of such meeting. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be 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.

Section 11. Fidelity Bonds. The Board of Directors may, in its discretion, obtain fidelity bonds for all officers and employees of the Property handling or responsible for funds. The premiums on such bonds shall constitute a common expense.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. At the option of the Board of Directors, directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 14. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III

Unit Owners

Section 1. Annual Meeting. The annual meeting of the unit owners shall be held in the month of October on a date

and at a time and place to be determined by the Board of Directors for the purpose of electing directors and transacting such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the unit owners may be held at any time and place for any purpose or purposes on call of the President or Secretary and shall be called by the Secretary if so directed by resolution of the Board of Directors or upon a petition presented to the President or Secretary and signed by unit owners having 25% of the total authorized votes of all unit owners.

Section 3. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner, at the address of his unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary, a notice of each annual or special meeting of the unit owners at least ten but not more than twenty days prior to such meeting stating the time and place it is to be held as well as the purpose or purposes thereof in the case of a special meeting.

Section 4. Adjournment of Meetings. Any meeting of unit owners may be adjourned by vote of a majority of unit owners who are present, either in person or by proxy, at such meeting whether or not a quorum is present.

Section 5. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants-in-common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 6. Voting. Each unit owner shall furnish the Association with his name and current mailing address. No unit owner may vote at meetings of the Association until this information is furnished. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his, its or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all 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 owner or owners so designating. Any such proxy shall be effective only for a maximum period of 180 days following its issuance unless grant-

ed to a mortgagee, land contract vendor or lessee of a unit. Each unit owner shall be entitled to cast at all meetings of the unit owners the vote appurtenant to each unit owned. Where ownership is in the name of two or more persons, the vote appurtenant to their unit may be cast by any one joint owner; provided, however, that if any joint owner protests promptly the casting of such vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast pro rata in accordance with each joint owner's interest in the unit, then such vote shall thereafter be cast pro rata by all joint owners in accordance with their interests in the unit. Where a unit is leased or has been sold under a land contract, the lessor and land contract vendee, respectively, shall be entitled to vote the vote appurtenant to said unit (where there are two or more vendees or lessors, they shall be considered joint owners). Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, such unit owner may not vote at the meeting.

Section 7. Majority of Unit Owners. As used in these Bylaws, the term "majority of unit owners" shall mean those unit owners having more than 50% of the authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of section 6 of this Article III.

Section 8. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners having 33-1/3% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 9. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, the Declaration or these Bylaws.

Section 10. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote.

Section 11. Membership.

(a) All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Milwaukee County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Milwaukee County of a deed or other instrument establishing a change of record title to a unit or the recording in said office of a land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the Association must be sent.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be members of the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. Any two or more offices may be held by the same person except the offices of President and Secretary or President and Vice President.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization

meeting of each new Board of Directors and shall hold office for a term of one year or until a successor shall have been elected and qualified.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President.

Section 6. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as from time to time may be assigned by the Board of Directors or by the President.

Section 7. Secretary. The Secretary shall: (a) keep the minutes of all meetings of the unit owners and of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the Declaration and these Bylaws or as required by law; (c) have charge of such books and records as the Board of Directors may direct; (d) count the votes at meetings of the Association; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records

and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Section 9. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by the President of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 10. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the unit owners in accordance with section 7 of the Declaration. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable at such time or times as the Board of Directors shall determine. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf

of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by him, and shall furnish copies to all unit owners of each budget on which such common expenses are based.

Section 2. Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the units and the bathroom and kitchen fixtures initially installed therein by the Declarant, but not including furniture, furnishings or other personal property supplied or installed by unit owners) and the underground parking connecting structure, together with all air-conditioning equipment and other service machinery contained therein, and all limited common elements; such insurance shall cover the Property and shall name as insured the Association, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to not less than the replacement value of the buildings and such structure, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net proceeds thereof shall be payable to the Association.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to the Association. Prior to obtaining any policy of fire insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine, covering each member of the Board of Direc-

tors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. The Association may obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws and may obtain and maintain such other insurance from time to time as it deems necessary or desirable to protect the interests of the unit owners.

Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Association. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units.

Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the Property in the amount of \$24,000 or less whether or not the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common expenses.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such

authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to section 10, Article III of these Bylaws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of \$24,000 and there is in excess of \$24,000 of uninsured damage or destruction, the Association by vote of a majority of unit owners shall determine within 90 days after such damage or destruction whether to proceed with repair, reconstruction or sale. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this section. If the Association, within 90 days after such damage or destruction in excess of \$24,000 fails to make a determination of whether to repair, reconstruct or sell, the Property shall be subject to an action for partition at the suit of any unit owner upon his obtaining the written consent of those unit owners having 75% or more of the total authorized votes of all unit owners, in which event the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, among all the unit owners in proportion to their respective undivided percentage interests in the common elements, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the unit and the undivided percentage interest in the common elements owned by each unit owner.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to an action for partition in accordance with the foregoing provisions, and it shall not be necessary for any unit owner to resolicit such consent prior to the commencement of such action.

(c) In the event the Property is destroyed or damaged in an amount in excess of \$24,000 and insurance proceeds, if any, plus an amount up to and including \$24,000 are sufficient to complete repair or reconstruction, the Board of Directors is authorized and shall arrange for such repair or reconstruction in accordance with paragraph (a) of section 3, Article V.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to section 10, Article III of these Bylaws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

Section 4. Payment of Common Expenses. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of section 1 of this Article at such time or times as the Board of Directors shall determine. A late charge of up to \$20 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid by the fifth day of the month when due.

No unit owner shall be liable for the payment of any part of the common expenses assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof (made in accordance with the provisions of section 1, Article VI of these Bylaws). A purchaser of a unit shall be liable for the payment of common expenses assessed against such unit prior to the acquisition by him of such unit except that if the Association or Board of Directors furnishes a statement pursuant to section 703.16 of the Wisconsin Condominium Ownership Act, such liability shall be limited to the amount set forth therein.

Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter.

Section 5. Collection of Assessments. The Board of Directors shall assess common expenses against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses.

In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, such unit owner shall be obligated to pay interest at the highest rate permitted by law per year on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid, common expenses. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by section 703.16 of the Wisconsin Condominium Ownership Act.

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Association or the Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common expenses.

Section 9. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit 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 that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 10. Maintenance and Repair.

(a) All maintenance of and repairs to any unit (including replacement of window panes, including glass skylights and glass doors, if any), structural or non-structural, ordinary or extraordinary shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common elements resulting from his negligence, misuse, misconduct or neglect.

(b) All maintenance, repairs and replacements to the common and limited common elements (unless necessitated by the negligence, misuse, misconduct or neglect of a unit owner, in which case such expense shall be charged to such unit owner) shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

Section 11. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

(a) The unit is intended for residential use. However, recognizing the ongoing trend toward telecommuting, a home-based business is permitted under the following conditions:

1. There will be no coming and going of customers, clients, vendors, staff or others to the common areas or the business owner's unit, except for maintenance/service personnel, home-cleaning services and home-care providers.
2. There will be no solicitation of other unit residents.
3. The business will not create a nuisance as in par. (c).
4. The Board of Directors has the authority to suspend operation of the business on condominium property if it were determined to be in violation of any of the above.

Continued operation of the business upon notification from the Board of Directors that the business was in violation would subject the violator to a special assessment of \$500 per month from the date of violation (prorated for partial months).

(b) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction

thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) A unit owner shall not place any furniture, packages or objects in common elements, except that of a unit owner may place furniture, packages or objects in the storage area assigned to his unit as a limited common element.

~~(f) No unit owner, tenant, or other occupant of a unit may keep any household pets, including dogs, cats, birds or other animals, reptiles or fowl on the Property. The foregoing prohibition shall not apply to those original unit owners who purchased units from the Declarant and those lessees occupying units as of January 16, 1983, and who had a household pet at the time they took occupancy of a unit. It shall apply to such persons, however, as to acquiring and keeping additional pets.~~

replaced 11/1/02; see pages 16A+16B

(g) No more than four people shall reside permanently in any one unit containing 2 bedrooms and no more than three people shall reside permanently in any one unit containing 1 bedroom.

(h) Waterbeds with the single bladder system shall not be placed in any unit because of the possible damage from leakage and their excessive weight. Waterbeds made in the newer tubular-style construction which contain 50 gallons of water or less are permitted providing the following conditions are met:

1. The Board of Directors, via its Property Manager receives advance notification of proposed installation.
2. Owner acknowledges full liability for any damage caused by waterbed or its installation.
3. Owner provides Certificate of Insurance documenting existence of a specific rider to policy covering any and all potential damage caused by waterbed.
4. Owner will add L'Hermitage Condominium Association, Inc. As an additional insured interest for liability exposures and provide the Association with a copy of the endorsement, with limits of liability to be not less than \$500,000 per occurrence/aggregate bodily injury and property damage liability basis.

(i) No boats or recreational vehicles shall be parked on the Property. No vans or trucks which are used for commercial purposes shall be parked on the Property.

(j) No whirl-pool, water-jet or Jacuzzi type units shall be installed or operated in any of the units.

**AMENDMENT TO THE BYLAWS
OF
L'HERMITAGE CONDOMINIUM ASSOCIATION, INC.**

**Approval Date: October 27, 2002
Effective Date: November 1, 2002**

ARTICLE V: Operation of the Property; Section 11. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

(f) Household Pets.

- (i) Resident Household Pets: General Rule. Subject to the Special Rule set forth below in Article V, Section 11(f)(ii), of these Bylaws, each unit may keep in residence up to two animals of a type or types commonly considered ordinary household pets (such as cats, small caged birds, or small tropical fish); however, no resident household pet shall be of a type that requires removal from the unit on a regular basis as part of its ordinary routine of care (such as dogs).
- (ii) Resident Household Pets: Special Rule. The prohibition set forth above in Article V, Section 11(f)(i), of these Bylaws shall not apply to any unit keeping a resident dog on September 1, 2002, but only with respect to the particular dog resident on September 1, 2002; Article V, Section 11(f)(i), shall otherwise apply at all times to such units with respect to the acquisition and/or keeping of any other household pets.
- (iii) Visiting Animals: General Rule. Subject to the Special Rule set forth below in Article V, Section 11(f)(iv), of these Bylaws, all units are prohibited from hosting nonresident animals of any kind anywhere on the Property at any time.
- (iv) Visiting Household Pets: Special Rule. The prohibition set forth above in Article V, Section 11(f)(iii), of these Bylaws shall not apply to any unit hosting a nonresident animal of a type commonly considered an ordinary household pet, including dogs, with respect to any such household pet that had previously visited such unit prior to November 1, 2002, *provided that* the unit owner of any unit so visited has registered such pet with the Board of Directors by properly completing a form prescribed and distributed by the Board of Directors for this purpose and returning it no later than 14 days after its one-time distribution to unit owners on or before December 2, 2002.

**AMENDMENT TO THE BYLAWS
OF
L'HERMITAGE CONDOMINIUM ASSOCIATION, INC.**

**Approval Date: October 27, 2002
Effective Date: November 1, 2002
(con't.)**

- (iv) Compliance. All unit owners shall comply, and shall be responsible for the compliance of their tenants, guests, and visitors, with the provisions of this Article V, Section 11(f), of the Bylaws, as well as with any and all applicable provisions regarding resident and/or visiting household pets in the Rules and Regulations of L'Hermitage Condominium Association, Inc., as promulgated and amended from time to time by the Board of Directors pursuant to Article V, Section 14, of these Bylaws, including, without limitation, any such provisions governing the unit owner's responsibility for damage and the unit owner's indemnification obligations.

* * * * *

Order: 7BZTYRXH4
Address: 1219 N Jackson St Unit 308
Order Date: 06-02-2026
Document not for resale
HomeWiseDocs

Section 12. Authorized Spending by the Board of Directors. Any expenditures (of a non-emergency nature), costing in excess of \$50,000 that are to be made on the common or limited common elements in which moneys are to be taken from the reserve fund or by the assessment of unit owners, shall require the approval of a majority of unit owners where at least 50% of the authorized owners are in attendance either in person or by proxy. Any expenditure on the common or limited common areas costing \$50,000 or less may be made by the Board of Directors without approval of the unit owners and the cost shall constitute a common expense. No project which costs more than \$50,000 shall be broken down into increments of less than \$50,000 in order to avoid a vote of unit owners. These expenditures could be additions, improvements, replacements, alterations, maintenance or repairs.

Section 13. Structural Additions, Alterations or Improvements by Unit Owners. A unit owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of his unit or of any portion of the property. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations or improvements.

Section 14. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 15. Water Charges. Municipal water shall be supplied to all of the units and the common elements, and shall be separately metered for each unit. The Board of Directors shall pay the bills for water consumed or used in or in connection with the common elements as a common expense. Each unit owner shall pay the bills for water consumed or used in or in connection with his unit.

Section 16. Electricity and Gas. Electricity and gas required to service the units and the common elements are supplied by the public utility companies serving the area. The Board of Directors shall pay the bills for such gas and electricity consumed or used in or in connection with the common elements as a common expense. Electricity and gas are separately metered for each unit. Each unit owner shall pay the bills for electricity and gas consumed or used in or in connection with his unit.

Section 17. Right of Access. A unit owner shall grant a right of access to his unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in his unit and threatening another unit or the common or limited common elements, to install, alter or repair mechanical or electrical services or other common or limited common elements in his unit or elsewhere in the building, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate,

whether the unit owner is present at the time or not. To assure compliance with this section each unit owner will supply to the manager or other person designated by the Board of Directors a key or keys which will provide entry to the Unit.

ARTICLE VI

Sales and Leases of Units

Section 1. Sales and Leases. Unit owners may sell or lease their units or any interest therein provided the provisions of this Article are complied with. A unit owner's sale of his unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such unit owner in any other assets of the Association ((a), (b) and (c) hereinafter collectively called the "appurtenant interests").

Section 2. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units. Notwithstanding the above, any unit owner who owns more than one parking space may, subject to the rights of any existing mortgagee, grant, by execution and recording of an assignment, the use of such additional parking space or spaces to another unit owner. Thereafter, the grantor shall have no further right to use such additional parking space or spaces. The grantor and grantee shall notify the Association promptly of such transfer.

Section 3. Disclosure Requirement on Sale. Upon the request of the seller of a unit, the Association shall furnish to the seller upon payment of its cost copies of documents necessary for the seller to comply with the Wisconsin statutes on disclosure requirements.

Section 4. Financing of Purchase of Units by Association. Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses in the hands of the Board of Directors, or if such funds are insufficient, the Association may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall act to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

Section 5. Waiver of Right of Partition With Respect to Units Acquired by Association. In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 6. Rental. Unit owners may rent their units by written lease to whomever and on whatever terms and conditions as they so desire provided that the lease specifically obligates the tenant to abide by the Declaration, Articles of Incorporation, these Bylaws and rules and regulations promulgated thereunder and provided further that the Association is furnished with the name and telephone number of the tenant as well as any new address and telephone number of the unit owner.

Section 7. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his unit.

Section 8. Limited Common Elements. Unit owners may grant by deed, subject to the rights of any existing mortgagee or land contract vendor, their rights to use any of the limited

common elements assigned to their units provided the grantee is a unit owner and the Association is given notice of the name and permanent address of the grantee. No such conveyance shall be effective until the deed is recorded with the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE VII

Condemnation

Section 1. Common Elements Exclusive of Units and Underground Parking Connecting Structure. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property exclusive of any of the units and the underground parking connecting structure, the award made for such taking shall be payable to the Association. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect such restoration and any costs in excess of the award shall be a common expense. The Board of Directors shall effect such restoration in accordance with paragraph (a) of section 3, Article V of these Bylaws. If restoration is not undertaken, the proceeds of the award shall be disbursed to the unit owners in proportion to their respective undivided percentage interests in the common elements.

Section 2. Common Elements Exclusive of Units But Including Underground Parking Connecting Structure. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property exclusive of any of the units but inclusive of all or part of the underground parking connecting structure, the provisions of section 1, Article VII of these Bylaws shall apply except that if restoration of the underground parking connecting structure is not undertaken, that part of the proceeds of the award attributable to the underground parking connecting structure shall be disbursed in equal shares on a per space basis to those unit owners who had parking spaces in the underground parking connecting structure taken in the condemnation or eminent domain proceeding.

Section 3. Underground Parking Connecting Structure Only. In the event of a taking in condemnation or by eminent domain of part or all of the underground parking connecting structure exclusive of any of the units and any other part of the

common elements of the Property, the provisions of section 1, Article VII of these Bylaws shall apply except that if restoration is not undertaken, the proceeds of the award shall be disbursed in equal shares on a per space basis to those unit owners who had parking spaces in the underground parking connecting structure taken in the condemnation or eminent domain proceeding.

Section 4. Units Exclusive of Underground Parking Connecting Structure. In the event of a taking in condemnation or by eminent domain of any of the units exclusive of the common elements or any of the units and a part of the common elements but not including any part of the underground parking connecting structure, the Association by vote of a majority of unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of such taking) shall determine whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall effect such repair or reconstruction in accordance with paragraph (a) of section 3, Article V of these Bylaws. Any cost of repair or reconstruction in excess of the award shall be a common expense. If the Association determines not to repair or reconstruct or fails to vote within said 90-day period, the entire net proceeds shall be disbursed to those unit owners whose units have been taken. Each of those unit owners shall receive a share of the proceeds equal to the product of the proceeds multiplied by a fraction, the numerator of which is the percentage of interest in the common elements appertaining to his unit and the denominator of which is the total percentage of interest in the common elements appertaining to all of the units of such unit owners. If any such unit owner is in default in paying common expenses, the amount of said common expenses shall be deducted from his share of the proceeds. Upon receipt of his share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of their undivided percentage interest in the common elements and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect said releases.

Section 5. Units Including Underground Parking Connecting Structure. In the event of a taking in condemnation or by eminent domain of any of the units and a part of the common elements including part or all of the underground parking con-

necting structure, the provisions of section 4, Article VII of these Bylaws shall apply except that in the event repair or reconstruction of the underground parking connecting structure is not undertaken, the proceeds of the award attributable to the taking of the underground parking connecting structure shall be disbursed in accordance with section 3, Article VII of these Bylaws.

ARTICLE VIII

Records

Section 1. Records and Accounts. The Board of Directors or the managing agent shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records, and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least annually.

ARTICLE IX

Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to

have been given when received. Notices to the unit owners or to their mortgagees need not be mailed by registered or certified mail.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. 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 or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these Bylaws 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 thereof which may occur.

Section 6. Conflicts. These Bylaws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these Bylaws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration, the Declaration shall control.

ARTICLE X

Amendments to Bylaws

Section 1. Amendments to Bylaws. These Bylaws may be modified or amended by the affirmative vote of unit owners having 67% or more of the votes.

Adopted at the annual meeting of unit owners October 18, 1987.

B9:66

ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION
OF
L'HERMITAGE CONDOMINIUM ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be L'Hermitage Condominium Association, Inc.

ARTICLE II

Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Corporation is organized are as follows:

(a) To serve as an association of unit owners under the Wisconsin Condominium Ownership Act who own certain residential property located in Milwaukee County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the same may be amended from time to time (the "Declaration") for L'Hermitage Condominium (the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;

(b) To serve as a means through which the unit owners may collectively and efficiently manage, maintain,

reconstruct and care for the Property in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

(c) To engage in any lawful activity related to the foregoing within the purposes for which a nonstock, nonprofit corporation may be organized under the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Condominium Ownership Act and the Declaration.

ARTICLE IV

Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act, the Declaration and the By-Laws of the Corporation, including without limitation, the following:

(a) To exercise exclusive management and control of the common elements described in the Declaration;

(b) To operate, repair, replace, reconstruct, protect and maintain the common elements described in the Declaration;

(c) To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;

(d) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Property;

(e) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;

(f) To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;

(g) To adopt and amend rules and regulations governing the use and operation of the Property;

(h) To enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the By-Laws of the Corporation and any rules and regulations governing the use and operation of the Property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V

Members

There shall be one class of members designated as "unit owners". The rights and qualifications of members are set forth in the By-Laws of the Corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the Corporation shall be 735 North Water Street, Milwaukee, Wisconsin, and the initial registered agent shall be L'Hermitage of Milwaukee, Inc., a Wisconsin corporation. The address of the initial registered agent is 735 North Water Street, Milwaukee, Wisconsin.

ARTICLE VII

Directors

The number of directors of the Corporation shall be fixed in the By-Laws of the Corporation and in no event shall be less than three. The manner in which directors shall be selected, appointed and removed shall be set forth in the By-Laws of the Corporation.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

James E. Grootemaat
617 West Russet Drive
Mequon, WI 53092

Roger L. Boerner
5851 North Maitland Court
Milwaukee, WI 54217

Milo E. Schandelmeier, Jr.
735 North Water Street
Milwaukee, WI 53202

ARTICLE VIII

Incorporator

The name and address of the incorporator of the Corporation are:

John A. Erich, Esq.
c/o Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1800 Marine Plaza
Milwaukee, Wisconsin 53202

ARTICLE IX

Dissolution

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members

in conformity with its purposes and to the extent not prohibited in its By-Laws.

Executed in duplicate this 4th day of January,
1980.

/s/ John A. Erich
John A. Erich, Incorporator

State of Wisconsin)
 : SS
Milwaukee County)

Personally came before me this 4th day of
January, 1980, the above-named John A. Erich,
known to me to be the person whose name is subscribed to the
foregoing Articles of Incorporation, and he acknowledged
that he executed the same for the purposes therein contained.

/s/ John L. Horwich
(John L. Horwich)
Notary Public, State of Wisconsin
My commission is permanent.

This instrument was drafted by John A. Erich.

Please return to: John A. Erich, Esq.
1800 Marine Plaza
Milwaukee, WI 53202

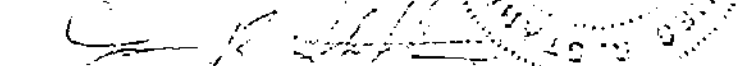
FIRST AMENDMENT TO CONDOMINIUM PLAT
L'HERMITAGE CONDOMINIUM

The undersigned hereby certifies that he is a Wisconsin licensed land surveyor and that this amendment to the Condominium Plat of L'Hermitage Condominium (the "Condominium Plat" consisting of this page and the following one page is a correct representation of the portion of L'Hermitage Condominium which it represents, and that the identification and location of each unit and the common elements of L'Hermitage Condominium can be determined from the Condominium Plat and this Amendment. The Condominium Plat was recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on January 11, 1980 on Reel 1271, commencing at Image 1401, as Document No. 5376868. This certification is made pursuant to Section 703.11, Wisconsin Statutes.

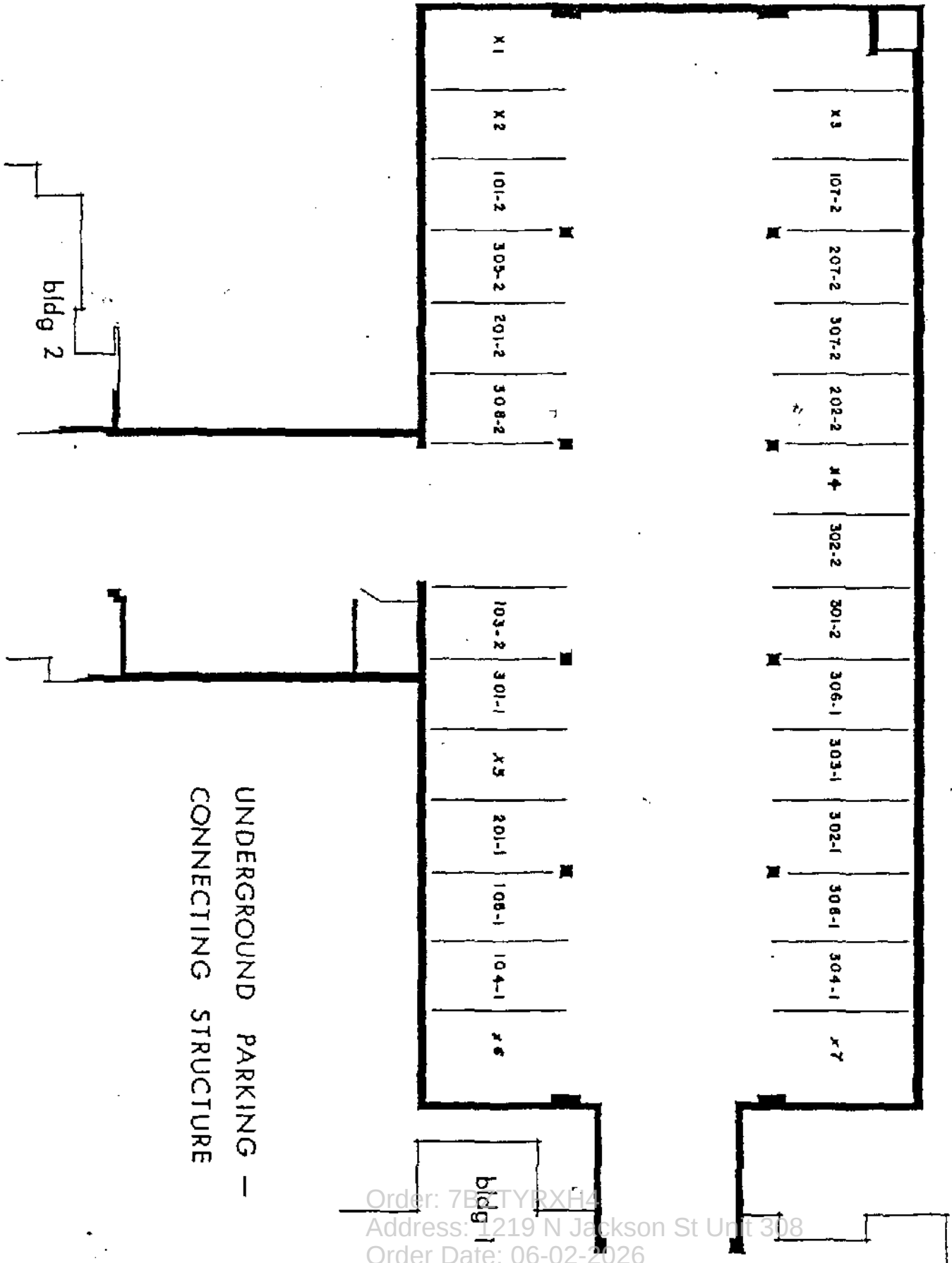

Stanley J. Potrykus

State of Wisconsin)
: SS
Milwaukee County)

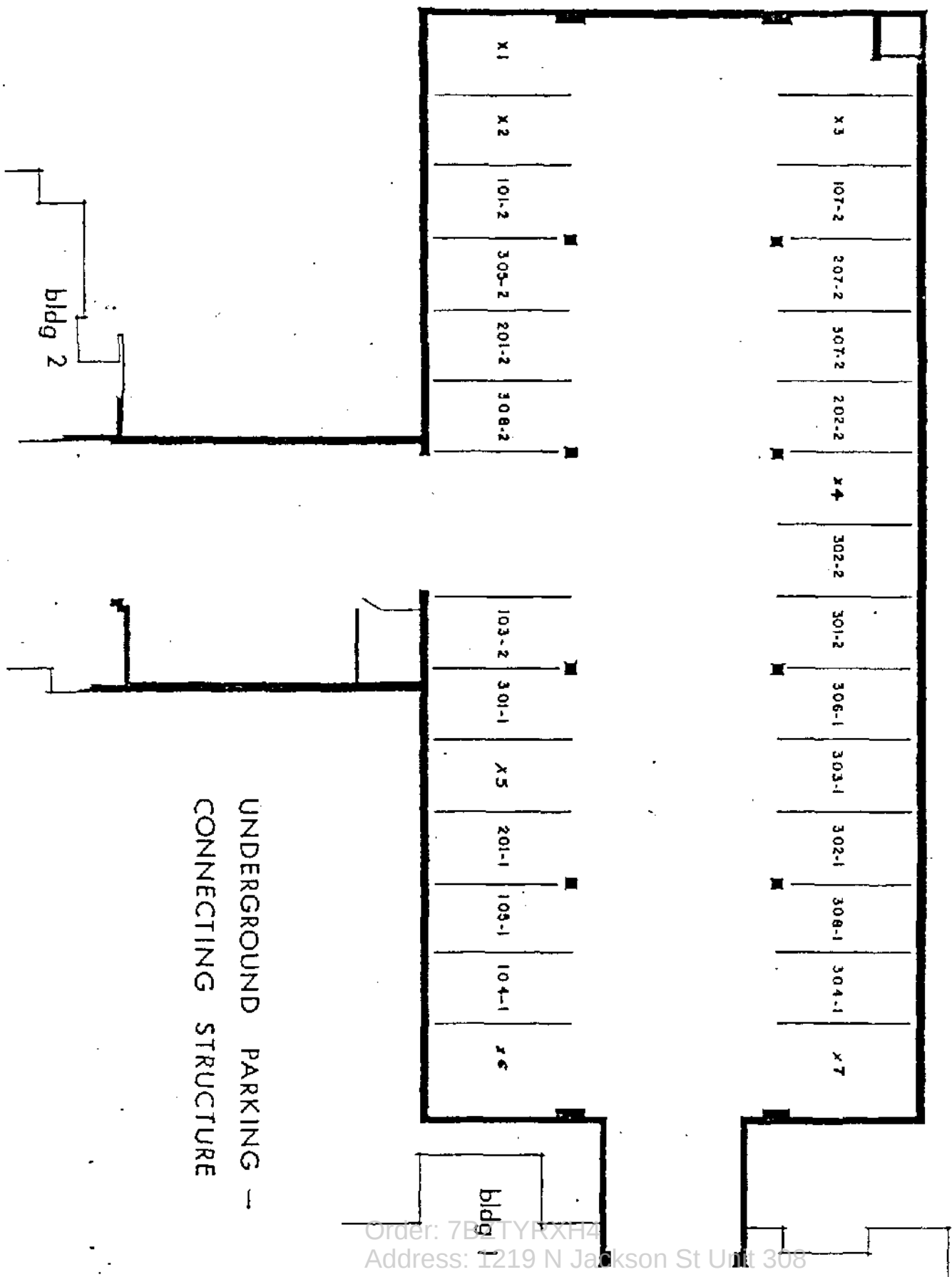
Personally came before me this 13TH day of OCTOBER 1980, the above-named Stanley J. Potrykus, to me known to be the person who executed the foregoing instrument and acknowledged the same.


(JAMES R. STAHMAN)
Notary Public, State of Wisconsin
My commission EXPIRES 2-14-82

This instrument was drafted by Bruce T. Block, Esq.
1800 Marine Plaza
Milwaukee, WI 53202



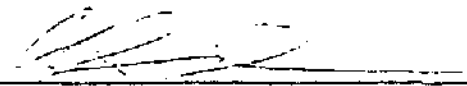
UNDERGROUND PARKING -
CONNECTING STRUCTURE



L'HERMITAGE CONDOMINIUM

CONDOMINIUM PLAT

The undersigned hereby certifies that he is a Wisconsin licensed land surveyor, this Condominium Plat consisting of this page and the following 13 pages is a correct representation of L'Hermitage Condominium and the identification and location of each unit and the common elements can be determined from this Condominium Plat. This certification is made pursuant to section 703.11, Wisconsin Statutes.


(Stanley J. Potrykus)

State of Wisconsin)
 : SS
Milwaukee County)

Personally came before me this 21st day of December, 1979 the above named Stanley J. Potrykus to me known to be the person who executed the foregoing instrument and acknowledged the same.

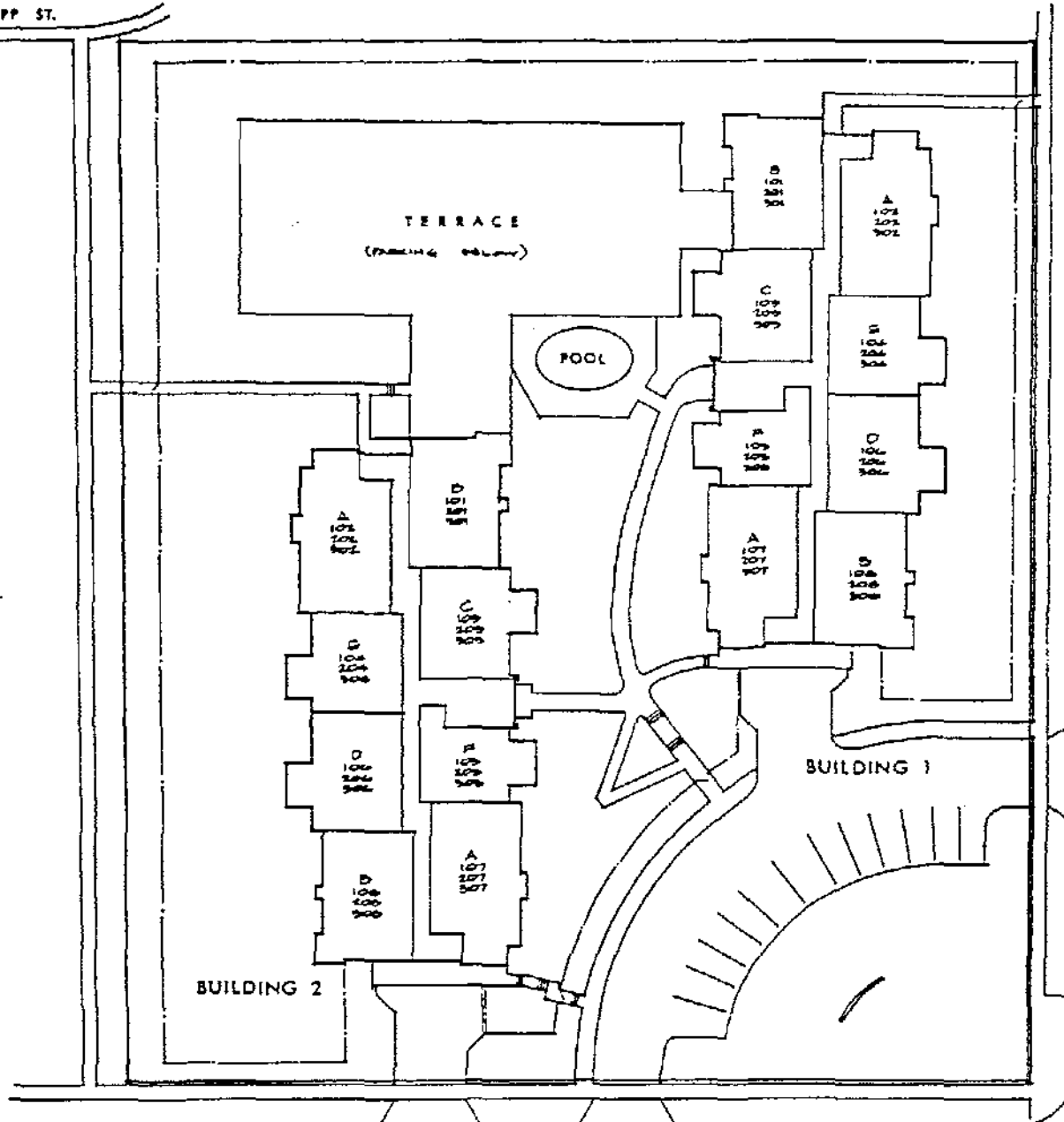

(Alydda Bachhuber)
Notary Public, State of Wisconsin
My commission expires March 29, 1981

This instrument was drafted by:

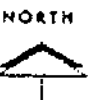
John A. Erich, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1800 Marine Plaza
Milwaukee, WI 53202

STANLEY J. POTRYCUS
REGISTERED LAND SURVEYOR - 4-306

SNAPP ST.



N. JACKSON STREET



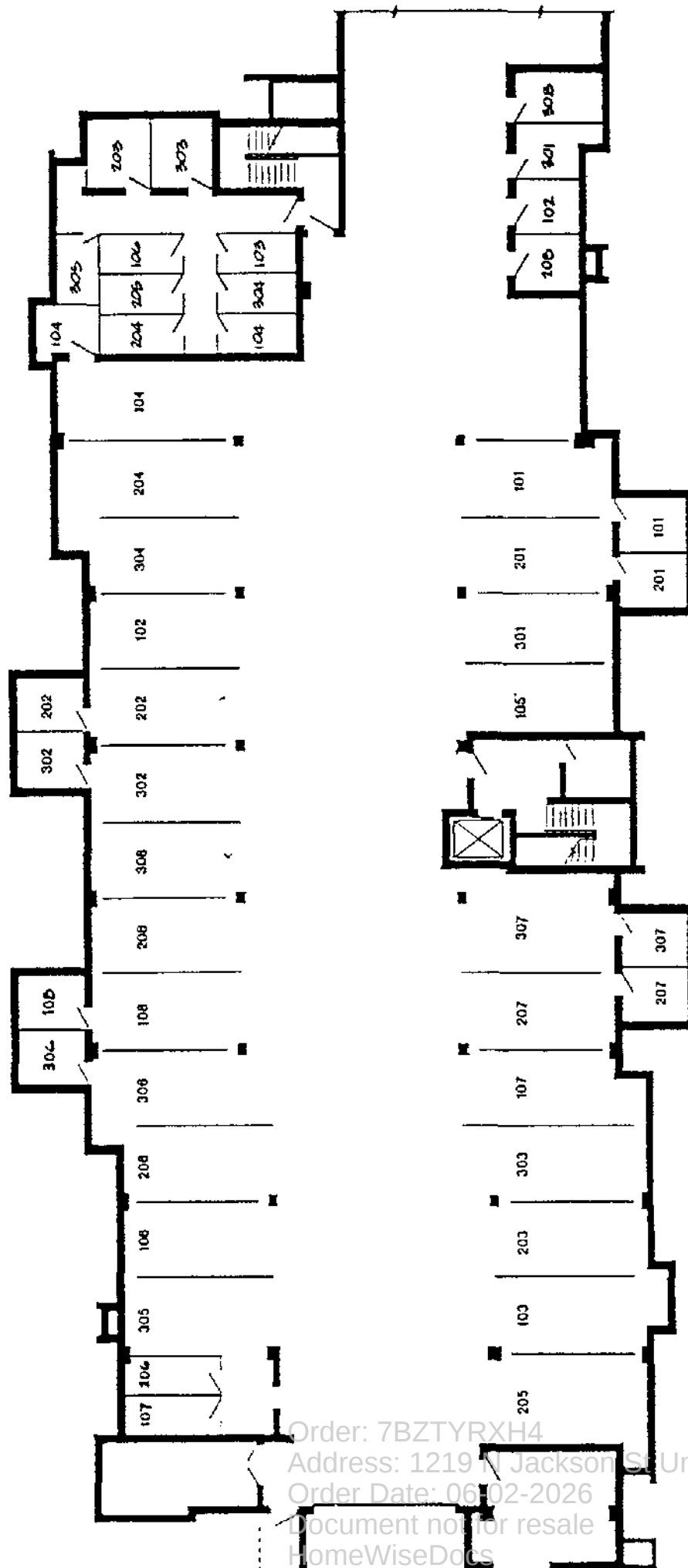
E JUNEAU AVENUE

UNIT LOCATION PLAN

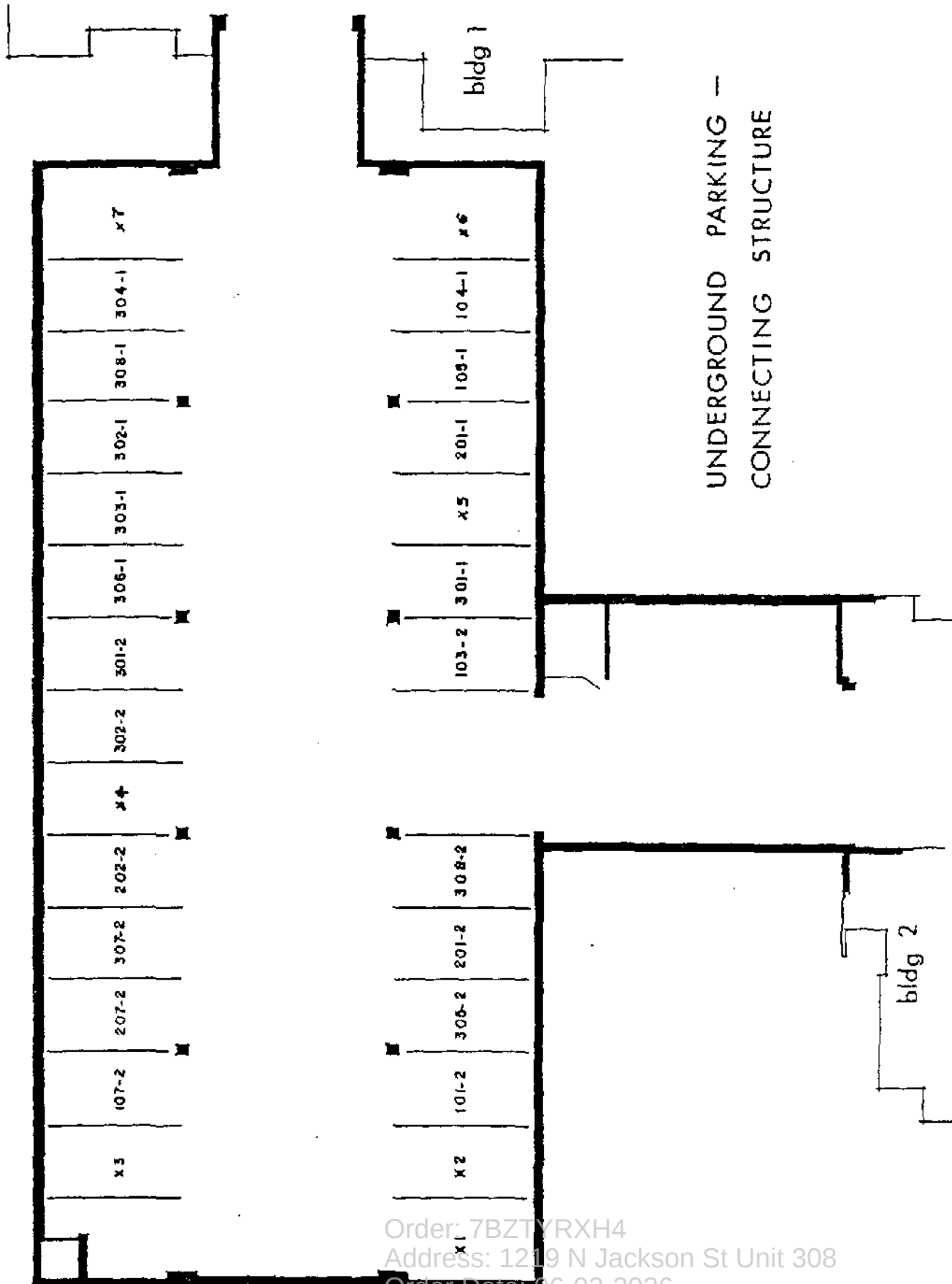
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HomeWiseDocs

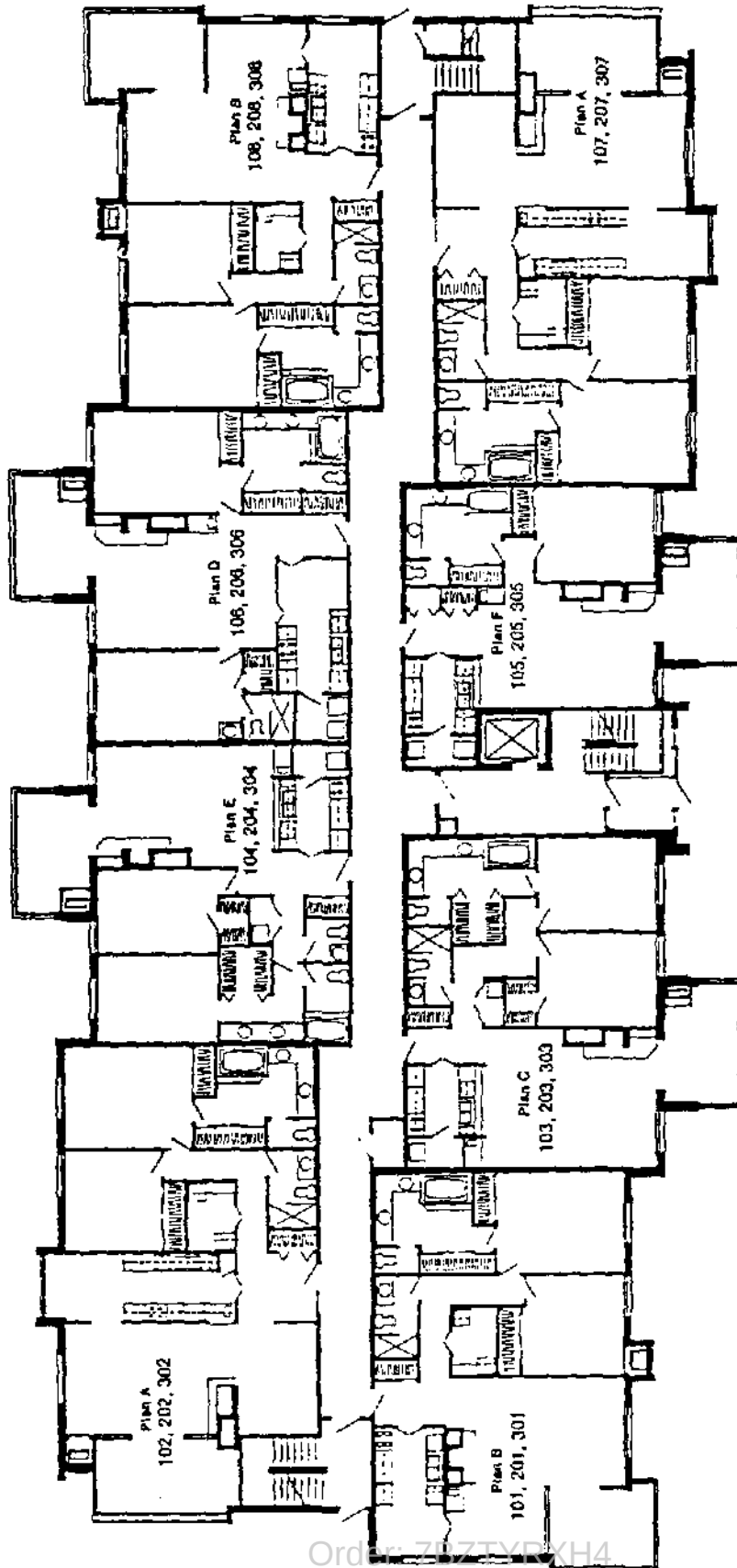


underground parking and storage areas. — BLDG 1



underground parking and storage areas. — BLDG 2





FLOOR PLAN - BLDG 1

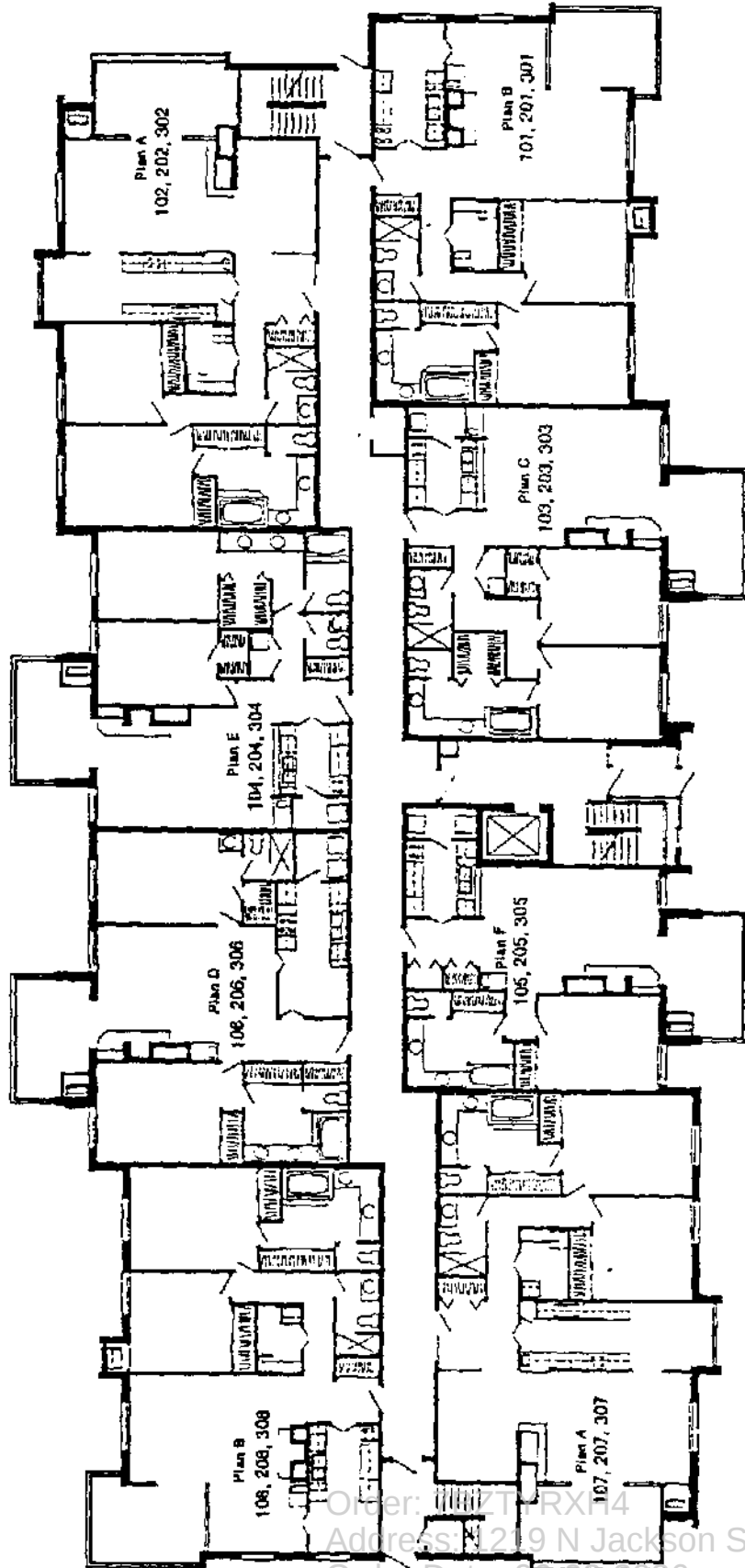
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Address: 1219 N Jackson St Unit 308

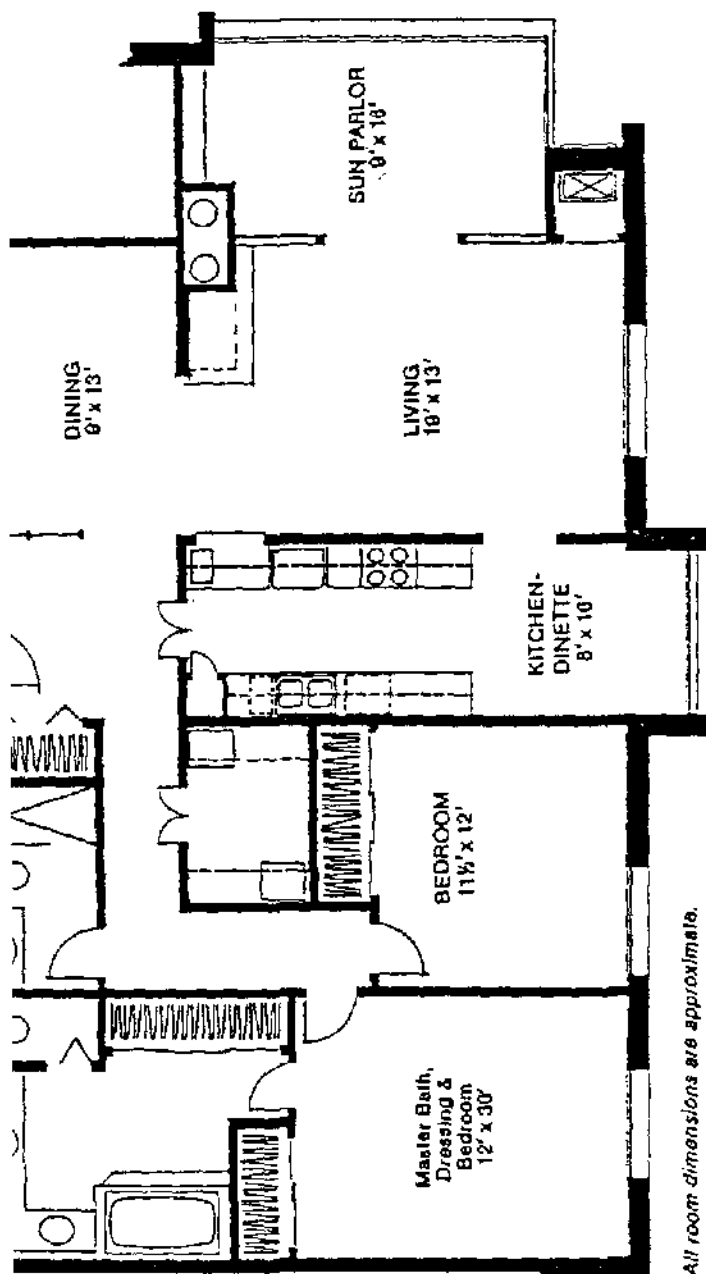
Order Date: 06-02-2026

Document not for resale

HomeWiseDocs

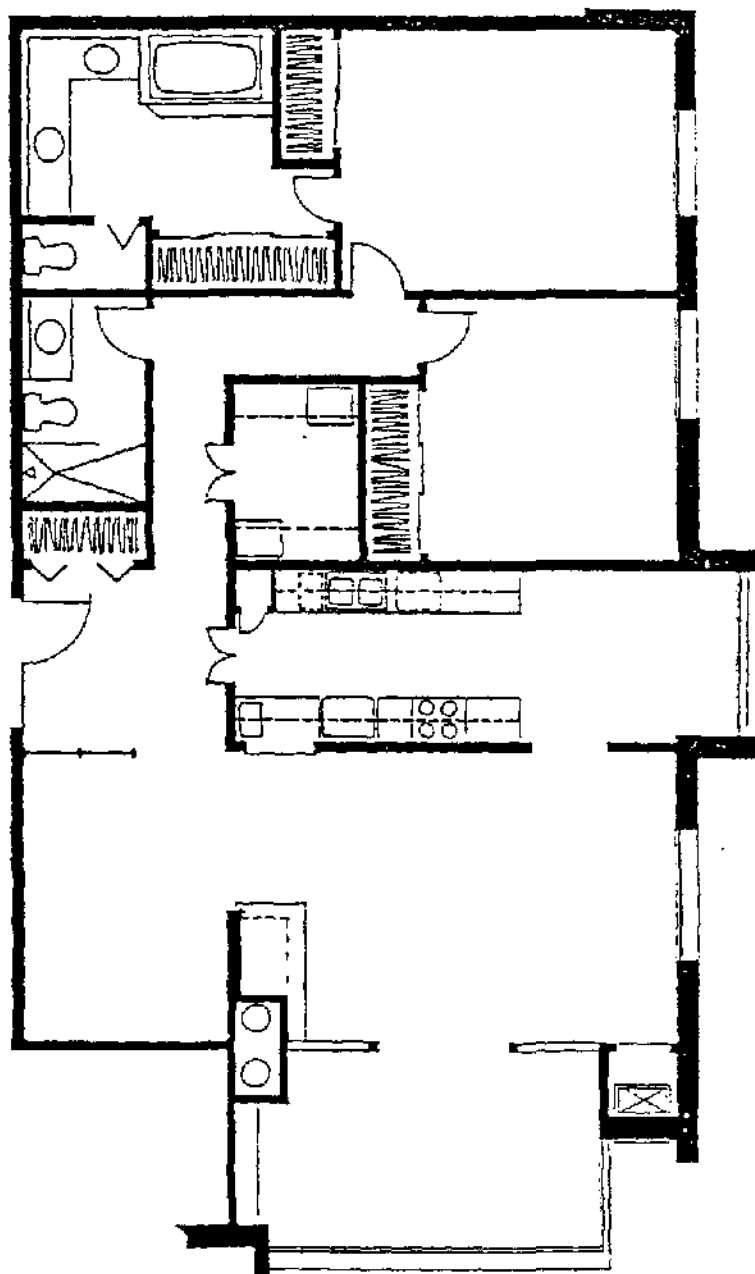


FLOOR PLAN - BLDG 2



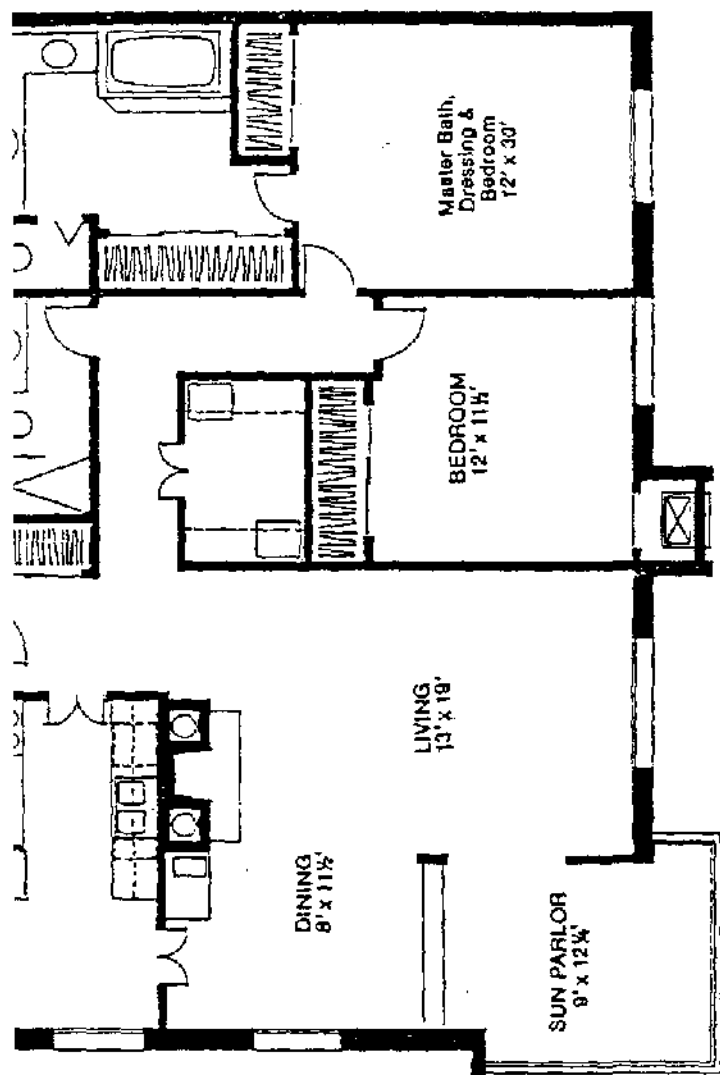
BLDG 1
102, 202, 302
107, 207, 307

All room dimensions are approximate.



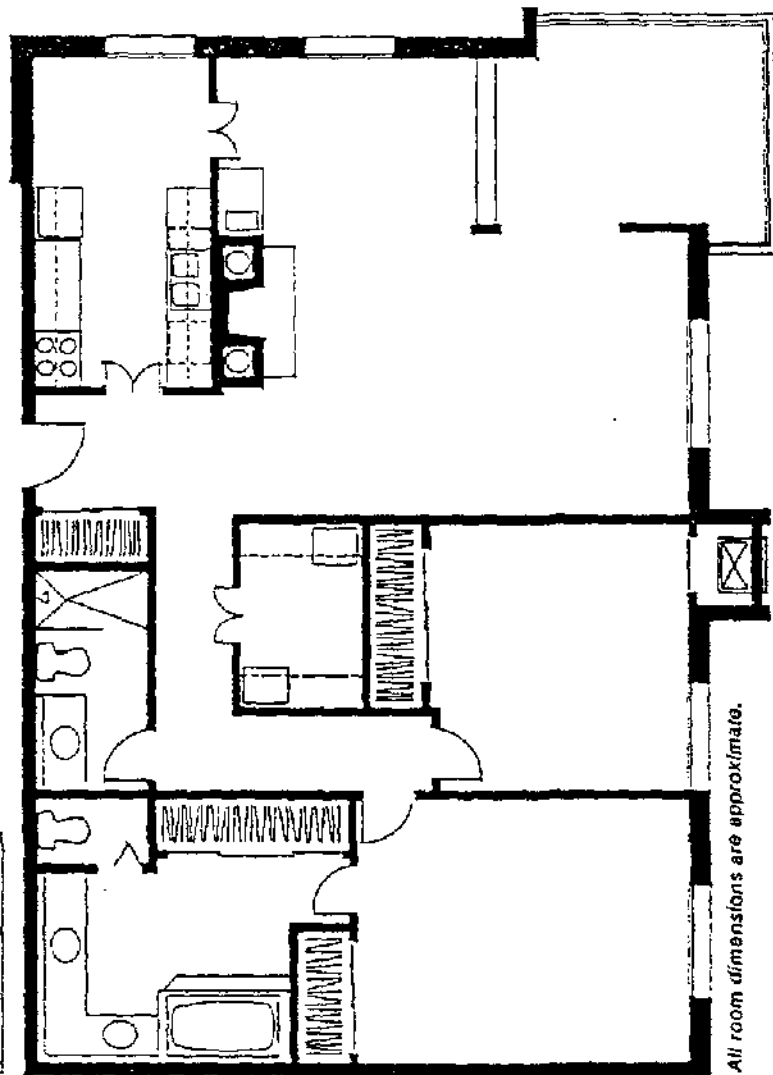
BLDG 2
102, 202, 302
107, 207, 307

UNIT 'A'



BLDG 1

101, 201, 301
108, 208, 308,



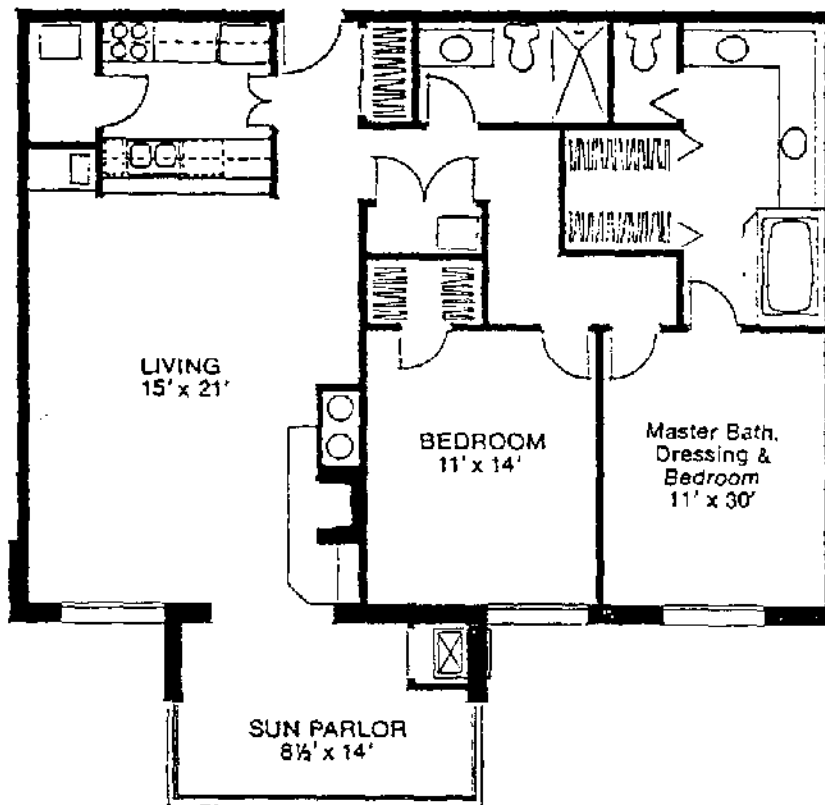
BLDG 2

101, 201, 301
108, 208, 308

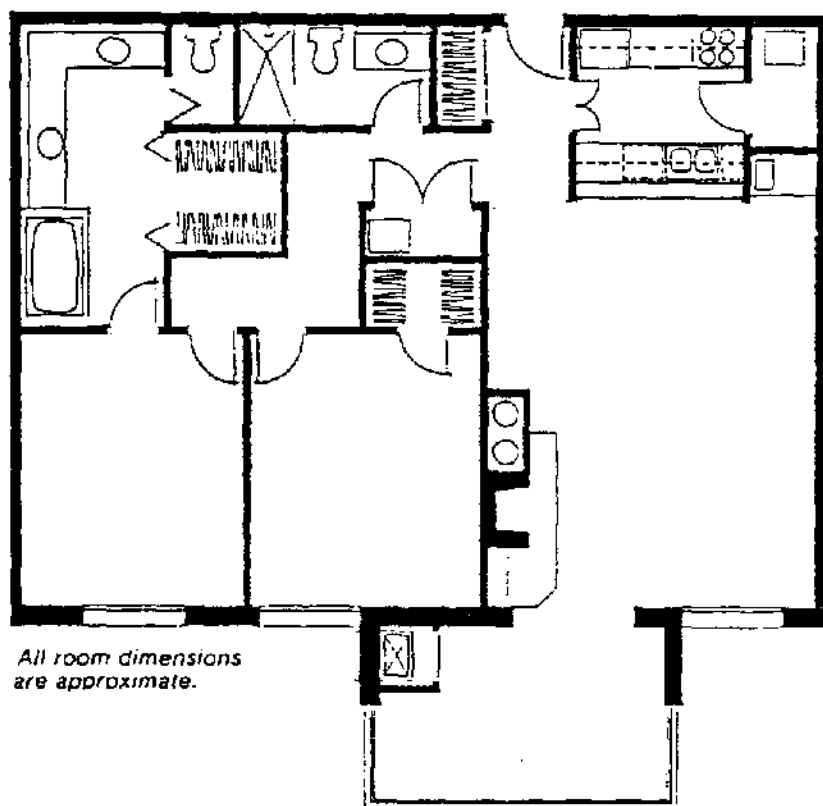
UNIT 'B'

All room dimensions are approximate.

BLDG 1
103, 203, 303



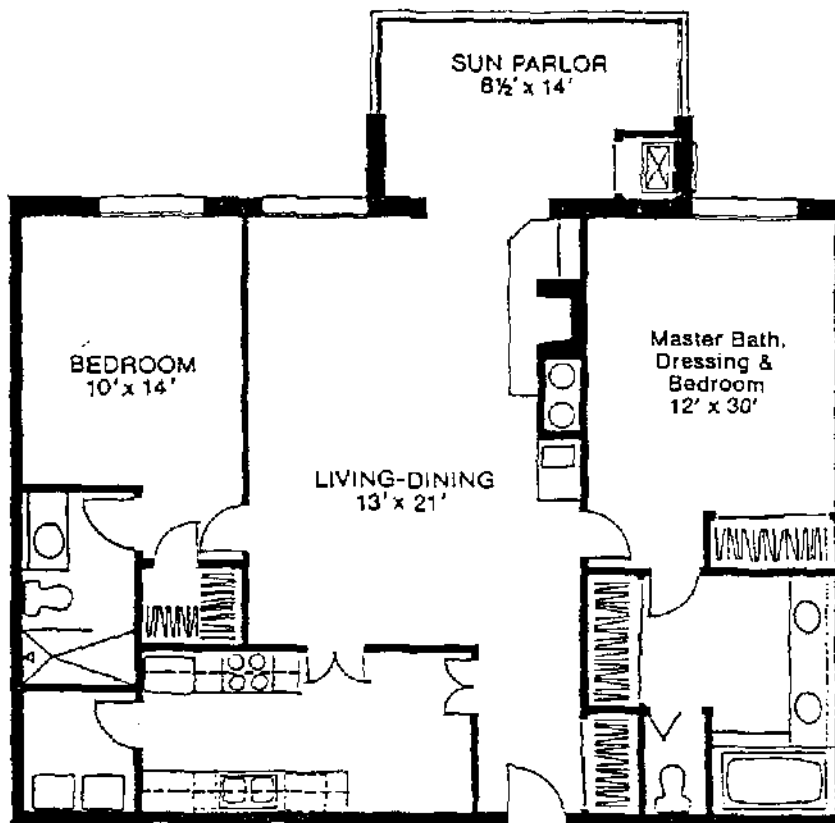
BLDG 2
103, 203, 303



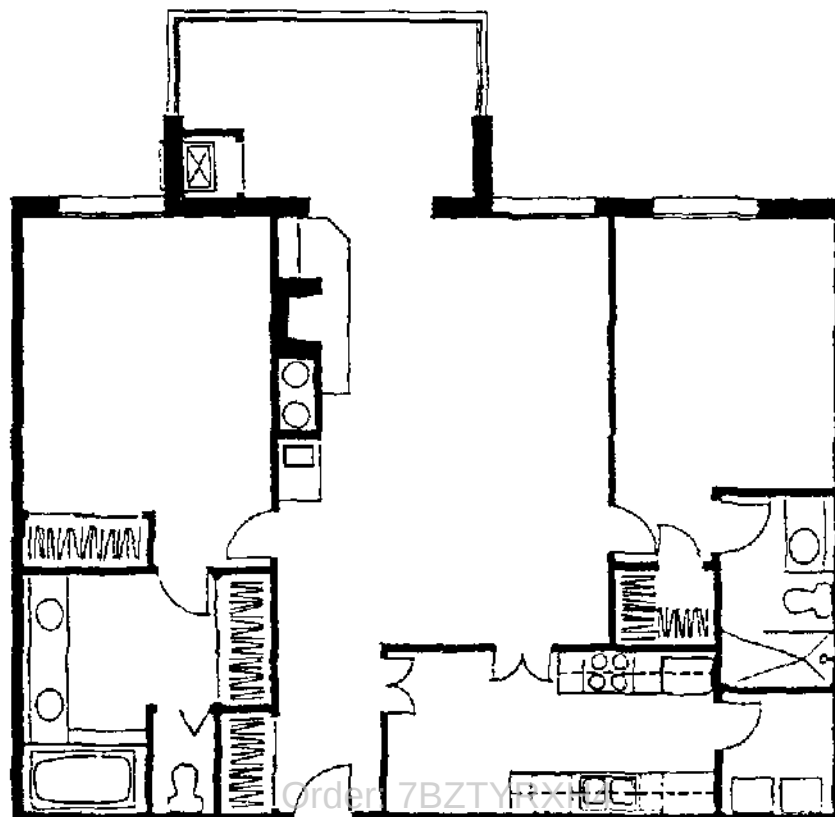
All room dimensions
are approximate.

UNIT 'C'

Order: 7BZTYRXH4
Address: 1219 N Jackson St Unit 308
Order Date: 06-02-2026
Document not for resale
HomeWiseDocs



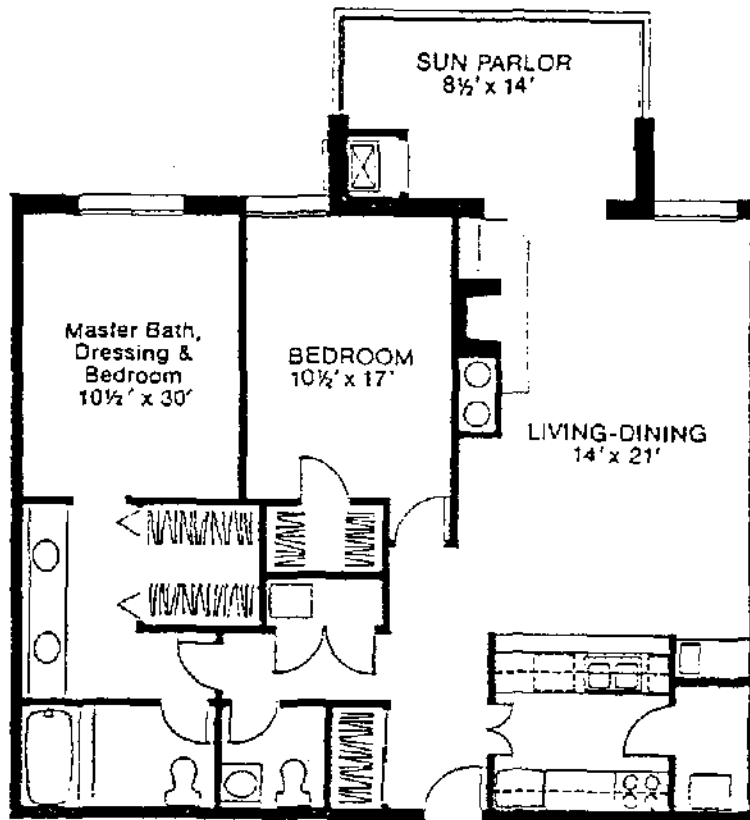
BLDG 1.
106, 206, 306



BLDG 2
106, 206, 306

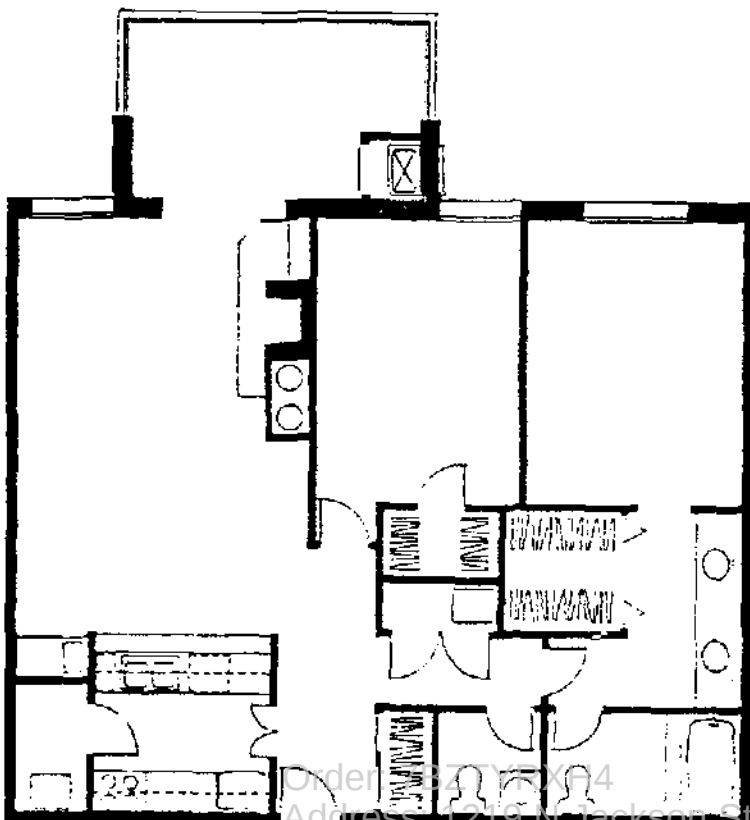
UNIT 'D'

All room dimensions are approximate.



BLDG 1

104, 204, 304



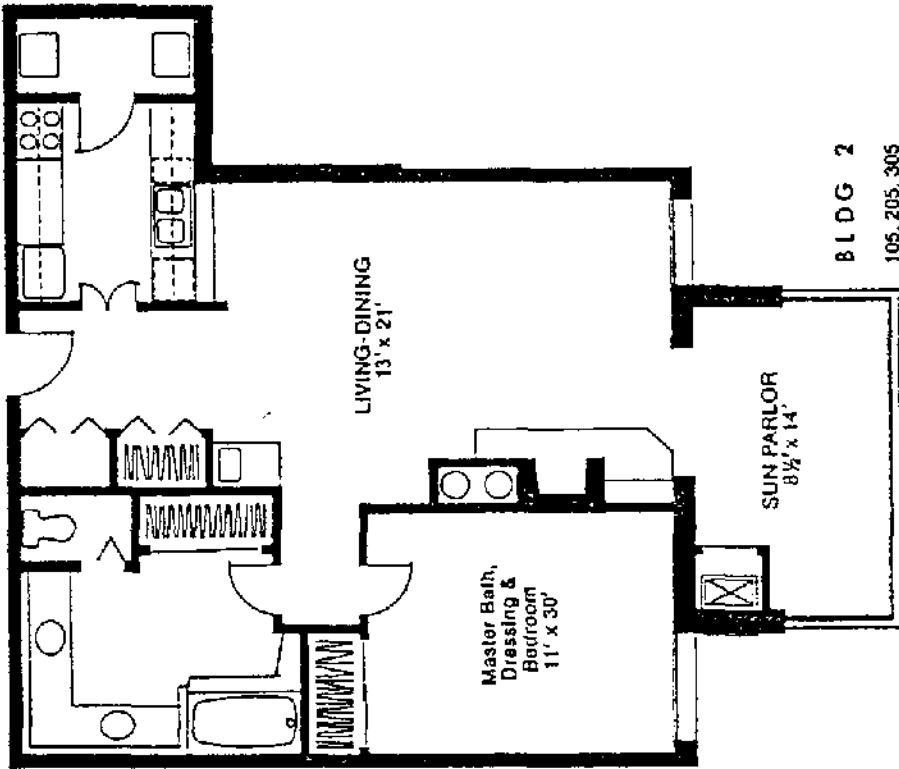
BLDG 2

104, 204, 304

UNIT 'E'

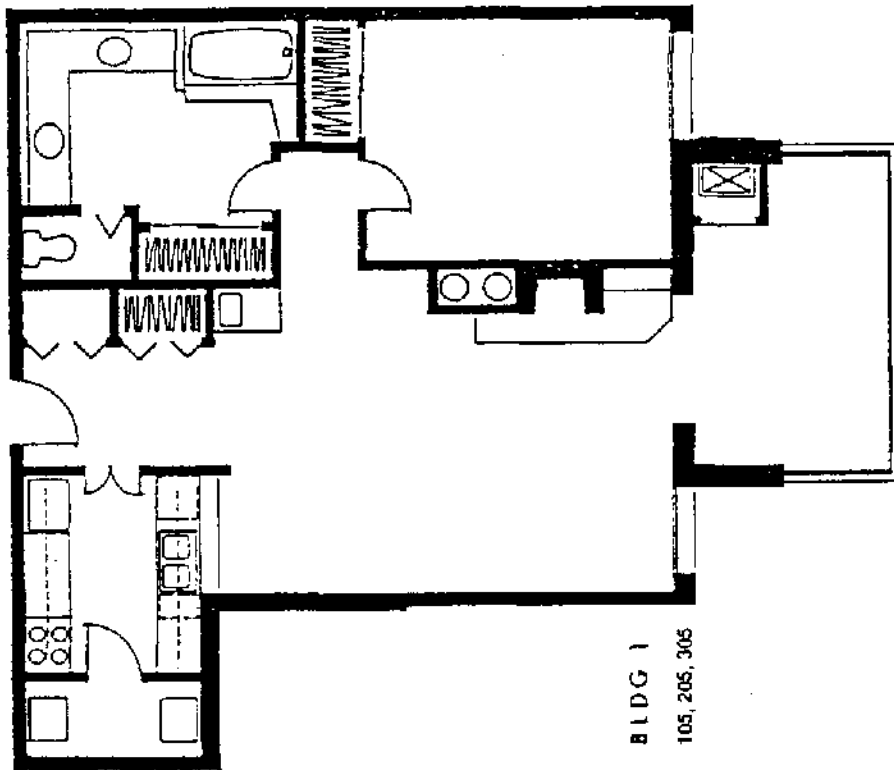
All room dimensions are approximate.

Order # 3775X4
 Address 1219 N Jackson St Unit 308
 Order Date: 06-02-2026
 Document not for resale
 HomeWiseDocs



UNIT 'F'

All room dimensions are approximate.



CONDOMINIUM DEED

THIS INDENTURE, made this _____ day of _____, 19____, by and between L'Hermitage of Milwaukee, Inc., a Wisconsin corporation, Grantor, and _____, Grantee (whether one or more).

WITNESSETH, that Grantor, for a valuable consideration, hereby conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin, to-wit:

Unit _____ in Building _____ together with an undivided _____% interest in the common and limited common elements areas and facilities in L'Hermitage, a condominium, created and existing under the Condominium Ownership Act of the State of Wisconsin by Declaration of Condominium dated January 8, 1980 and recorded on January 11, 1980, Reel 1271, Images 1415 to 1425 inclusive, as Document No. 5376869. Incorporated herein by this reference is the real estate described in and subject to said Declaration, which is located in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

The post office address of said Unit is _____ North Jackson Street, Milwaukee, Wisconsin 53202

together with all and singular the hereditaments and appurtenants thereunto belonging or in any wise appertaining.

The use of the said premises is restricted to residential purposes exclusively.

And Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances, except for the following to which this conveyance is expressly made subject, to-wit: applicable provisions of the Wisconsin Condominium Ownership Act, municipal and zoning ordinances, recorded restrictions, covenants and easements, said Declaration, the Articles of Incorporation and By-Laws of L'Hermitage Condominium Association, Inc., (the "Association") the rules and regulations promulgated thereunder, and all amendments thereto.

Grantee, by the acceptance of this Deed, does hereby agree and bind Grantee and all successors in interest to all provisions, terms and conditions of said Declaration, Articles of Incorporation and By-Laws, the rules and regulations promulgated thereunder, and all amendments thereto.

Executed at _____, Wisconsin this
_____ day of _____, 19____.

L'HERMITAGE OF MILWAUKEE, INC.,
a Wisconsin corporation

BY _____
President

Attest:

Secretary

State of Wisconsin)
: SS
_____ County)

On this _____ day of _____,
19____, before me, _____, the
undersigned officer, personally appeared _____,
President, and _____, Secretary, of
L'Hermitage of Milwaukee, Inc., a Wisconsin corporation, who
signed the foregoing instrument in the capacity therein
stated.

(_____)
Notary Public, State of Wisconsin
My commission

ACCEPTANCE

The said _____
Grantee, hereby accepts the foregoing Deed of conveyance and
binds Grantee and all successors in interest to all of the
terms, conditions and provisions as set forth therein. By
acceptance of said Deed, Grantee hereby appoints Grantor and

the President of the Association, or either of them, and their successors and assigns, as attorneys-in-fact with irrevocable power coupled with an interest to execute and deliver amendments to said Declaration and the Condominium Plat for the Condominium in accordance with section 13 thereof. By acceptance of said Deed, Grantee hereby consents to the authorization and direction to the Board of Directors of the Association for repair and reconstruction of the Condominium and to an action for partition in accordance with section 3 of Article V of said By-Laws.

19____. Dated this ____ day of _____,

This instrument was drafted by John A. Erich (printed portions) and _____.