DISCLOSURE MATERIALS
THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS CONDOMINIUM

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 STATEMENT 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 HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN 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. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

DISCLOSURE MATERIALS

INDEX

In compliance with the Disclosure Requirements of Section 703.33, Wisconsin Statutes, copies of the following are herewith supplied:

1. **EXECUTIVE SUMMARY**. The Executive Summary highlights for a buyer of a Condominium Unit essential information regarding the Condominium. The Executive Summary begins on Tab A.

2. **DECLARATION OF CONDOMINIUM OWNERSHIP AND PLAT OF CONDOMINIUM**. The Declaration and Plat establishes and describes the Condominium the Units and the Common Areas. The Declaration and Plat begin on Tab B.

3. **BYLAWS OF CONDOMINIUM ASSOCIATION**. The Bylaws contain rules which govern the Condominium and affect the rights and responsibilities of Unit Owners. The By-Laws begin on Tab C.

4. **ARTICLES OF INCORPORATION OF CONDOMINIUM ASSOCIATION**. The operation of the Condominium is governed by the Association, of which each Unit is a Member. Powers, duties and operation of the Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on Tab D.

5. **MANAGEMENT AND EMPLOYMENT CONTRACTS**. Certain services are provided to the Condominium through contracts with individuals or private firms. Copies of the Contracts begin on Tab E.

6. **LEASES**. Units in some condominiums are sold subject to one or more leases of property or facilities which are not a part of the condominium. This is not the case with this Condominium.

7. **ANNUAL OPERATING BUDGET**. The Association will incur 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 (other than those which are a part of the common expense). At this point the Association supplies a Projected Operating Budget. A more detailed and more accurate budget may be supplied as time progresses. The budget begins on Tab F.

8. **EXPANSION PLANS**. The Declarant has reserved the right to expand the Condominium in the future. The expansion areas are described and depicted in the Declaration and the Plat, which can be found at Tab B.

9. **FLOOR PLANS AND MAPS**. The Declarant has provided a floor plan of the units being offered for sale and a map of the Condominium which shows the location of a Unit which you are considering and all facilities and Common Areas which are part of the Condominium. A map of the Condominium is shown on the Plat attached at Tab B.

10. **RULES AND REGULATIONS.** The Association has adopted Rules and Regulations which govern the manner in which a Unit Owner may use, enjoy and occupy his/her Unit and the Common Elements. The Rules and Regulations begin on Tab G.

11. **MASTER CONDOMINIUM OWNERSHIP**. The Condominium is part of the Lakeshore Commons Master Condominium and subject to the Master Declaration, Master Association Bylaws and Master Condominium Rules and Regulations. The Master Declaration, Master Association Articles and Bylaws, Master Condominium Rules and Regulations, and Master Executive Summary (collectively, the "***Master Condominium Documents***") begin on Tab H.

12. **ENVIRONMENTAL DOCUMENTS**. The Condominium is also subject to the following Environmental Documents (as defined in the Condominium Declaration): (a) Institutional Controls and the Final Cover Barrier Maintenance Plan dated April, 2014 (the "***BMP***") and (b) the Final Soil Management Plan dated April, 2014 (the "***SMP***"), imposed by the DNR pursuant to the Certificate of Completion dated November 20, 2014 and further imposed pursuant to letters from the DNR to Douglas Fletcher with DuPont Corporate Remediation Group dated October 21, 2014 and to Joe Wiley, Kinder Morgan dated October 21, 2014 all of which are on file with the DNR under BRRTS Numbers 02-41-278988, 02-41-280624, 06-41-554563, 02-41-531534 and 06-41-554566 and copies of which are maintained by the Association.

13. **RESTRICTIVE COVENANTS**. The Condominium is also subject to the Restrictive Covenants Agreement between the City of Oak Creek and Declarant. The Restrictive Covenants begin on Tab I.

TAB A
EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

As of July 15, 2022

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the ☐ icon) or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

Condominium Name: The Residences and Clubhouse at Lakeshore Commons Condominium

How is the condominium association managed?

- What is the name of the condominium association? The Residences and Clubhouse at Lakeshore Commons Condominium Owner's Association, Inc.
- What is the association's mailing address? c/o F Street OCLV, LLC, 1134 N. 9th Street, Suite 220, Milwaukee, WI 53233
- How is the association managed?
  - ☐ By the unit owners (self-managed)
  - ☐ By a management agent or company
  - ☒ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? MPC Property Management LLC (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? MPC Property Management LLC, 120 E. Chestnut Street, Burlington, WI 53105; Telephone: 262-661-4284;
- For specific information about the management of this association, see Declaration Article 7; Bylaws Articles III, IV and V, Section 4.01; and Rules and Regulations Section II.

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? The number of parking spaces is dependent on the type of unit and floor plan selected. See Sections 4.1 and 4.4 of the Declaration, the Plats, and the floor plans provided by the Declarant.
  - ☒ Common element (parking areas Declaration Section 4.1)
  - ☒ Limited common element (parking lot for Units 2001-2028 Declaration Section 4.4 and as shown on the Plat)
  - ☐ Included as part of the unit
  - ☐ Separate nonvoting units
  - ☐ Depends on individual transaction

- Are parking assignments reserved or designated on the plat or in the condominium documents?
  ☐ No
  ☒ Yes - Where? Plat and any floor plans provided by the Declarant
- Can parking spaces be transferred between unit owners?
  ☒ No
  ☐ Yes
- What parking is available for visitors? Parking lot areas, along the street or single family homes with garages, guests can park within their own ingress/egress to their garage.
- What are the parking restrictions at this condominium? No boats, trailers, motor homes, trucks larger than a ¾ ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight. Notwithstanding the foregoing, service vehicles owned or controlled by a Unit Owner, or its tenant, shall be allowed to park on any street or parking space overnight so long as such vehicle is registered with the Association. For more detail see Rules and Regulations.
- For specific information about the parking of this condominium, see Rules and Regulations Section III A.

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Birds and fish, and not more than a total of two dogs and cats, (i.e. two dogs, OR one dog and one cat, OR two cats)
- What are some of the major restrictions and limitations on pets? All animals when outdoors, shall be maintained on a leash, notwithstanding any rules relating to the dog park. Animals shall be licensed and owners shall possess proof that animals have been inoculated properly. Animals shall be supervised by a responsible individual at all times and must immediately cleanup all animal waste. No animal shall be tethered outside in any Common Element or Limited Common Element without the animal owner present.
- For specific information about the condominium pet rules, see Rules and Regulations Section III B

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? A unit must be rented by written lease of a one-time per year lease of no less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year to different persons. Short term rentals are prohibited.
- For specific information about renting units at this condominium, see Declaration Section 5.2; Bylaws Article XIII; and Rules and Regulations IV B

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
- If yes, what are the major amenities and features? Single Family Pool, Clubhouse, fitness center, community room, dog park, basketball court, tennis courts, and related facilities

- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
  ☐ No
  ☒ Yes - What is the cost? There is a rental fee of $200 for the Clubhouse for small private parties (less than 84 people, and a nonrefundable security deposit of $250; a rental fee of $150 is required for the multi-purpose room with a $200 nonrefundable security deposit.
- For specific information about special amenities, see Rules and Regulations Sections III C, D, and E

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair Unit Owner is responsible for the cleanliness, repair and maintenance of his/her Unit, including all property within, and constituting a part of, his/her Unit, as provided in Sections 2.2 and 2.3 of the Declaration. In all events, none of the activities shall be undertaken if, as a result thereof, the Unit Owner alters the exterior appearance or design of the Building, unless such activities were consented to in writing by the Association's Board and consistent with Article 6 of the Declaration. All outside patios, porches, decks, and balconies shall be maintained, repaired, or, if necessary, reconstructed, by the Association.
- For specific information about unit maintenance and repairs, see Declaration Sections 5.1, 5.4, 5.5, and 5.6 and Article 6; and Rules and Regulations Sections F, G, H, I, M and O

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows: By the Association.
- How are repairs and replacements of the common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other:
- For specific information about common element maintenance, repairs and replacements see: Declaration Sections 4.2, 4.5, 5.5, 5.9, 8.1, and Article 6; and Rules and Regulations Section J
- How are repairs and replacements of the limited common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☐ Both
  ☒ Other (*specify*): The costs and expenses of maintaining the Limited Common Element shall be shared in equal proportion to each such Unit Owner.
- Limited common element maintenance, repairs and replacement is performed as follows: Declaration Sections 5.5, 5.9, 8.1, and Article 6; and Rules and Regulations Section J

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No **Is there a Statutory Reserve Account[*]?** ☐ Yes ☒ No

[**] *Note: A Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than

- For specific information about this condominium's reserve funds for repairs and replacements, see Declaration Sections 9.1 and 9.2; Bylaws Section 7.04

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
  ☐ Not applicable (no developer-owned units)
  ☐ No
  ☒ Yes - In what way? As allowed under Section 703.16(2)(b) of the Act, until Turnover of Control occurs, Units owned by Declarant shall be exempt from assessment for Common Expenses until that Unit is sold, as long as the assessment for Common Expenses for Units not owned by the Declarant do not exceed the amount of projected assessment contained in the last adopted Budget. Until the last day of the month during which there is Turnover of Control, the Declarant shall be responsible for and pay Common Expenses in excess of the assessments payable by Unit Owners under this formula. After Turnover of Control, the Declarant shall pay its Percentage Share of Association Assessments in the same manner as other Unit Owners but only as to those Units which are substantially completed and with regard to which an occupancy permit has been issued. The Declarant's liability for Association Assessments as provided above shall be effective on the first day of the month after the month during which there is Turnover of Control. See Declaration Section 9.6
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
  ☐ No
  ☒ Yes - Describe these provisions: See above and Declaration Sections 9.6 and 9.7.

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? ☐ No ☒ Yes
- If yes, how many additional units may be added through expansion? Up to 300 units total
- When does the expansion end? Ten years following the first sale of a Unit
- Who will manage the condominium during the expansion period? Declarant
- For specific information about condominium expansion: See Declaration Article III

13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: Specifics on boundary relocation, subdivision and partition found in the Declaration Sections 5.1(d), 5.6, and Article 6; and Rules and Regulations Sections M and O
- Describe the rules, restrictions and procedures for enclosing limited common elements: All exterior additions or alterations must be approved in writing by the Board.
- For specific information about unit alterations and limited common element enclosures, See Declaration Article 6; and Rules and Regulations Sections M and O

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Declaration Article 14; and Bylaws Section 12.01

Does the Association have the right of first purchase?

☒ No
☐ Yes

Does the Association charge a transfer fee?

☐ No
☒ Yes. If so, how much? Two (2) monthly installments of the regular assessment at the time of purchase (Declaration Section 9.7; and Bylaws Section 7.09)

Does the Association charge a disclosure material fee?

☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or $50.00, whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.

Does the Association charge a payoff statement fee?

☐ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? $_____
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a $25.00 charge.

TAB B
DECLARATION OF CONDOMINIUM
AND
CONDOMINIUM PLAT

MILWAUKEE COUNTY
REGISTER OF DEEDS
[illegible] ASHTON
07/22/2022 9:22 AM
1176402

[illegible]	RECORDATION	30.00
[illegible]	PLAT	50.00

POST FEE: 0.00
REMONUMENTATION FEE 30.00

TOTAL: 110.00

CHECK 60.00 [illegible] 0.00

PHONE # 278-4024
409.60750
LARAMIE

DECLARATION OF CONDOMINIUM AT THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS CONDOMINIUM

Recording Area

Prepared by and Return to:
Derek Taylor, Esq
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

PIN: See Exhibit A

DECLARATION OF CONDOMINIUM
AT
THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS
CONDOMINIUM

TABLE OF CONTENTS

Page

ARTICLE 1 PURPOSE, LEGAL DESCRIPTION, NAME, ADDRESS AND DEFINITIONS .. 2

1.1 Purpose 2
1.2 Legal Description 2
1.3 Name and Address 2
1.4 Definitions 2

ARTICLE 2 DESCRIPTION AND DEFINITION OF THE UNITS 5

2.1 General 5
2.2 Unit Identification 5
2.3 Unit Boundaries 5
2.4 Items Included within Each Unit 7
2.5 Encroachment; Boundaries 8
2.6 Declarant's Right to Change Plans 8
2.7 Construction and Mechanic Liens 8
2.8 Merger and Separation of Units; Relation of Unit Boundaries 9
2.9 Prohibition on Creation of New Condominium Units Out of Units 9

ARTICLE 3 EXPANSION OF CONDOMINIUM 9

ARTICLE 4 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS 10

4.1 Description of Common Elements 10
4.2 Responsibility for Common Elements 11
4.3 Owner's Right to Ingress and Egress and Easement of Enjoyment 11
4.4 Limited Common Elements 11
4.5 Use 11
4.6 Ownership of Common Elements 12
4.7 Public Common Elements 12
4.8 Alteration of Limited Common Elements and Common Elements; Board of Director's Authority 12
4.9 No Partition of Common Elements 12

ARTICLE 5 OTHER RIGHTS AND OBLIGATIONS OF OWNERS AND INCIDENTS OF UNIT OWNERSHIP 12

5.1 Restrictions on Use 12
5.2 Lease of Residential Units 14

5.3 Rules and Regulations 14
5.4 Maintenance and Repair of Units 15
5.5 Maintenance of Patios, Porches, Decks and Balconies 15
5.6 Alteration of Units 15
5.7 Separate Mortgages on Units 15
5.8 Negligence of Unit Owner 16
5.9 Association Right to Make Repair 16
5.10 Access Rights of Association 16
5.11 Subject to Master Condominium Instruments 16

ARTICLE 6 ARCHITECTURAL CONTROL 16

6.1 Architectural Control Authority 16
6.2 Declarant Control 17

ARTICLE 7 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS 17

7.1 Membership 17
7.2 Voting Rights 18
7.3 Suspension of Voting Rights 18
7.4 Association Instruments 18
7.5 Formation of Association; Power and Responsibility Prior to Establishment 18
7.6 Association President 18

ARTICLE 8 RIGHTS AND OBLIGATIONS OF THE ASSOCIATION 19

8.1 Management and Control of the Common Elements 19
8.2 Services 19
8.3 Personal Property for Common Use 20
8.4 Rules and Regulations 20
8.5 Implied Rights 20

ARTICLE 9 COMMON EXPENSES AND ASSESSMENTS 20

9.1 Common Expenses 20
9.2 Budget and Assessments 20
9.3 Assessments 21
9.4 Liability of Owners; Lien Rights of Association 22
9.5 Responsibility of Transferees for Unpaid Assessments 23
9.6 Assessments Until Turnover of Control; Declarant Liability 23
9.7 Initial Working Capital Fund 23

ARTICLE 10 INSURANCE; RECONSTRUCTION; CONDEMNATION 23

10.1 Casualty Insurance to be Maintained by the Association 23
10.2 Liability Insurance to be Maintained by Association 24
10.3 Fidelity Coverage 24
10.4 Certificates 24

10.5 Other Insurance Coverages 24
10.6 Premiums 24
10.7 Insurance Obtained by Unit Owners 24
10.8 Damage or Destruction of Common Elements 24
10.9 Damage or Destruction of Unit or Limited Common Elements 25
10.10 Insurance Deductible 26
10.11 Condemnation 26

ARTICLE 11 SPECIAL PROVISIONS REGARDING DECLARANT 28

11.1 Declarant's Right of Ingress and Egress 28
11.2 Other Reservation of Rights 28
11.3 No Impairment of Declarant's Rights 28
11.4 Owner's Right to Elect Board Members During Control by Declarant 29
11.5 Easements for Development 29

ARTICLE 12 EASEMENTS AND RESERVATIONS 29

12.1 Encroachments 29
12.2 Utilities and Services 29
12.3 Easements to Run with the Land 30

ARTICLE 13 RIGHTS OF MORTGAGE HOLDERS 30

13.1 Notice 30
13.2 Mortgagee Acquisition of Unit 30
13.3 Restoration 31
13.4 Termination 31

ARTICLE 14 AMENDMENT OF DECLARATION 31

14.1 General 31
14.2 Special Approvals of Certain Amendments 31
14.3 Material Amendments 31

ARTICLE 15 GENERAL PROVISIONS 32

15.1 Enforcement 32
15.2 Attorneys' Fees 32
15.3 Non-waiver 32
15.4 Severability 32
15.5 Notice to Lenders 32
15.6 Covenants to Run with the Land 32
15.7 Construction and Effect 32
15.8 Headings and Captions 33
15.9 Registered Agent 33
15.10 Notices 33
15.11 Condominium Act 33

15.12 Assignment by Declarant 33
15.13 Disclosure Regarding Construction 33
15.14 Disclosure Regarding Warranties 33

Exhibit A – Legal Description of Condominium Property
Exhibit B – Condominium Plat
Exhibit C Expansion Real Estate
Exhibit D – Percentage Interests
Exhibit E – Site Plan of Expansion Real Estate

DECLARATION OF CONDOMINIUM
AT
THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM AT THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS CONDOMINIUM (this "Declaration") is made a this 15th day of July, 2022, by F STREET OCLV LLC, a Wisconsin limited liability company ("Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

RECITALS:

A. WHEREAS, Declarant is the fee simple owner of certain units in the Lakeshore Commons Master Condominium, a condominium located in Milwaukee County, Wisconsin, declared and existing under and by virtue of the Act and by a declaration recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on July 12, 2022, as Document No. 11264832 (the "Master Condominium"), including, but not limited to Units 1 through 6 and 11 through 21, inclusively, of the Master Condominium (referred to herein as the "Property" and more fully described on Exhibit A, attached hereto).

B. WHEREAS, Declarant intends to initially develop one hundred fourteen (114) residential dwelling units within the Property. Pursuant to Article 3, Declarant has the right to expand the Condominium.

C. WHEREAS, Declarant intends by this Declaration to submit the ownership of the Property and all residential dwelling units located therein, including any and all rights, title and interests appurtenant thereto, to the condominium form of ownership under the Act and further desires to establish, for its own benefit and for that of all future owners and occupants of The Residences and Clubhouse at Lakeshore Commons Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of The Residences and Clubhouse at Lakeshore Commons Condominium on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements thereon, subject to the terms, conditions, restrictions and obligations of the Master Condominium as set forth in the Master Condominium Instruments (defined below), as well as taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I
PURPOSE, LEGAL DESCRIPTION, NAME, ADDRESS AND DEFINITIONS

1.1 Purpose. The purpose of this Declaration is to submit the Property described herein to condominium ownership and use in the manner provided by the Act.

1.2 Legal Description. The real estate subject to this Declaration is more particularly described as the "Property" in Exhibit A attached hereto and, by this reference, made a part hereof.

1.3 Name and Address. The condominium to which this Declaration shall apply shall be known as "The Residences and Clubhouse at Lakeshore Commons Condominium," and its address is c/o MPC Property Management, 120 E. Chestnut St., Burlington, Wisconsin.

1.4 Definitions. As used in this Declaration or the exhibits and schedules attached hereto, capitalized terms not otherwise defined have the meanings set forth below:

"Assessment" means a share of the Common Expenses, as hereinafter defined, and other special assessments or charges from time to time assessed against a Unit and the respective Unit Owner by the Association, all in accordance with this Declaration and the Association Instruments.

"Association" means and refers to The Residences and Clubhouse at Lakeshore Commons Condominium Owner's Association, Inc., a Wisconsin non-stock corporation.

"Association Instruments" mean the Association's Articles of Incorporation, Bylaws and Rules and Regulations, as adopted and amended from time to time.

"Board" or "Association's Board" means the Board of Directors of the Association or the Master Association, as the context requires.

"Building" or "Buildings" generally means and refers to the buildings located on the Property, which has been or will be constructed (and as may be altered, modified and reconstructed in the future), in which the Units and certain of the Common Elements are situated.

"Building Pad" shall mean the areas shown on the Plat within with Buildings and Limited Common Elements may occur as described in Section 2.1

"Clubhouse" means that certain clubhouse and related area, together with any privacy fences, including the Single Family Pool (as hereinafter defined), as designated on the Condominium Plat.

"Common Elements" shall mean all parts of the Condominium (as defined below) other than Units. Common Elements are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners (as defined below) and are referred to as the "General Common Elements." Other Common Elements are limited to the use of one or more individual Units to which appurtenant, but not all Units, and are referred to herein as "Limited Common Elements".

"Common Expenses" mean the expenses of the Association as defined in Article 9.

"Condominium" means the Property subject to this Declaration and all improvements constructed thereon which shall be known as "The Residences and Clubhouse at Lakeshore Commons Condominium," together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the Act.

"Condominium Instruments" mean this Declaration, the Condominium Plat and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

"Condominium Plat" means the Condominium plat of The Residences and Clubhouse at Lakeshore Commons Condominium, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, a copy of which is attached hereto as Exhibit B, as amended from time to time.

"Declaration" means this Declaration which subjects the Property described in Exhibit A to the Act, and all exhibits and schedules attached hereto, as may be amended from time to time as herein provided.

"Declarant" means F Street OCLV LLC, a Wisconsin limited liability company, its successors and assigns, pursuant to assignment in accordance with Section 15.12 of this Declaration.

"Environmental Documents" shall mean the BMP and SMP documents as further defined in Section 8.1(d).

"Expansion Real Estate" means the real property together with all Buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, as described in the Master Condominium Instruments, which may be added in whole or in part at any time within ten (10) years of the date of recording of this Declaration to the Condominium in accordance with the provisions of this Declaration and the Act.

"Ground Level" shall mean, with respect to any Building that is part of a Unit, the existing grade level of such Building and, with respect to any other portion of a Unit, the existing grade of the ground surface. Notwithstanding the foregoing, the Ground Level shall not conflict with the "Barrier" level as such term is defined in the Environmental Documents

"Limited Common Elements" means those Common Elements reserved for the exclusive use and enjoyment of, or service to, one or more but not all Owners of Units, all as identified on the Condominium Plat

"Master Association" means and refers to the entity known as Lakeshore Commons Master Condominium Owner's Association, Inc., a Wisconsin non-stock corporation.

"Master Association Instruments" mean the Master Association's Articles of Incorporation Bylaws and Rules and Regulations, as same may be adopted and amended from time to time

"Master Condominium" means the Lakeshore Commons Master Condominium, a condominium located in Milwaukee County, Wisconsin, as referenced in Recital A above.

"Master Condominium Declaration" means the Declaration of Condominium at Lakeshore Commons Master Condominium and all exhibits and schedules attached hereto, as amended from time to time.

"Master Condominium Instruments" mean the Master Condominium Declaration, the Master Condominium Plat, the Master Association Instruments, and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

"Master Condominium Plat" means the Lakeshore Commons Master Condominium Plat, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, as amended from time to time.

"Mortgage" means a mortgage or land contract encumbering a Unit.

"Mortgagee" means the holder of any mortgage encumbering one or more of the Units or a land contract vendor under a land contract by which equitable title in a Unit was conveyed.

"Owner's Guest" or "Guest" means a Person in lawful possession of a Unit or a Person who uses, occupies or comes upon the Common Elements with an Owner's consent, whether given expressly, impliedly or by acquiescence.

"Percentage Interest" means the appurtenant, undivided interest of each Unit and each Unit Owner in the Common Elements expressed as a percentage and identified for each respective Unit in Exhibit 2 hereof.

"Person" means a natural person (individual), corporation, partnership, association trust or other legal entity, or any combination thereof.

"Rules and Regulations" mean the rules and regulations adopted by the Association from time to time, and as amended from time to time, which govern the manner in which a Unit Owner may use, enjoy and occupy his/her Unit and the Common Elements.

"Service Elements" shall mean all utilities, electrical, plumbing, telephone, data, steam, heating, ventilating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, communication lines, utility lines, fire prevention installations, security installations and service equipment, including, without limitation, elevator equipment and roof units located within the Condominium.

"Single Family Pool" means that certain pool, together with any privacy fence, and related area designated on the Condominium Plat.

"Single-Family Unit" or "Single-Family Building" shall mean a standalone single-family Building which contains only one livable dwelling.

"Townhome Unit" or "Townhome Building" shall mean a standalone Building which contains six or eight livable dwellings.

"Turnover of Control" means the effective time when the Declarant relinquishes control of the Association as provided in Section 1.3.

"Unit" shall mean a separate freehold estate as defined in the Act, and shall include, without limitation any unbuilt units created pursuant to Article 3.

"Unit Owner" or "Owner" means a Person who holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee.

"Villa Unit" or "Villa Building" shall mean a standalone Building which contains two or three livable dwellings.

ARTICLE 2
DESCRIPTION AND DEFINITION OF THE UNITS

2.1 General. The Plat identifies Building Pads for each Building to be erected in the Condominium. Each Building Pad anticipates either one, two, three, six or eight Units will be constructed on such single Building Pad, which may be physically connected in one Building or may be separate Buildings. Buildings may be erected anywhere within a Building Pad, subject to Article 6 below. Any portion of a Building Pad which is not enclosed in a Building will become part of the Limited Common Elements appurtenant to one or more adjacent Units on that Building Pad, as more particularly described below. Until a Building has been constructed on a Building Pad, the Unit or Units for that Building Pad will be deemed to occupy the entire Building Pad. Initially by this Declaration, there will be fifty-nine (59) Buildings comprising one hundred fourteen (114) Units, as shown on the Plat.

2.2 Unit Identification. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

2.3 Unit Boundaries

(a) Single-Family Unit. Upon construction of a Single-Family Unit, the boundaries of the Single-Family Unit shall be described as follows:

(i) Lower Boundary. The lower boundary of Single-Family Unit shall be the horizontal plane located at the lowest possible subterranean depth at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of Single-Family Unit.

(ii) Upper Boundary. The upper boundary of the Single-Family Unit shall be the horizontal plane located at the highest possible datum measurement point above the Ground Level at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of the Single-Family Unit as shown on the Condominium Plat.

(iii) Perimetrical Boundaries. The perimetrical boundaries of the Single-Family Unit shall be the vertical plane lying on the survey line defining the Unit perpendicular to the upper and lower boundaries, extended to their planar intersections with each other and with the upper and lower boundaries.

(iv) Single-Family Structure. Once a Single-Family structure is built on a Building Pad, it shall include the entire Single-Family Unit (including all roof, foundation, utilities, structural elements, ceilings, windows, window frames, doors and door frames), with the perimetrical boundaries being the vertical planes having elevations that coincide with the exterior surface of the exterior walls of the Single-Family Building, and, in the case of exterior windows, the exterior face of the glazing of the windows, extending to intersections with each other and with the upper and lower boundaries.

(b) Townhome Unit.

(i) Townhome Unit Boundaries. After construction of a Townhome Building containing Townhome Units, the vertical boundaries of each Townhome Unit shall be the vertical plane of the walls bounding the Townhome Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of the Townhome Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Townhome Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Townhome Unit.

(ii) Townhome Structure. Each Townhome Unit shall also include the following, if any: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors; attic space accessible exclusively from one Townhome Unit; all installations, equipment, and fixtures for providing power, telecommunications, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively serving one Townhome Unit (even though such items may be partially in and partially out of the designated boundaries of a Townhome Unit); finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating shall be considered part of the Townhome Unit; and the garage attached to the Townhome Unit within its Townhome Building.

(c) Villa Unit.

(i) Villa Unit Boundaries. After construction of a Villa Building containing Villa Units, the vertical boundaries of each Villa Unit shall be the vertical plane of the walls bounding the Villa Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of the Villa Unit shall be the plane

of the upper surfaces of the base floor of the lowest level of the Villa Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Villa Unit

(ii) Villa Structure. Each Villa Unit shall also include the following, if any: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors; attic space accessible exclusively from one Villa Unit; all installations, equipment, and fixtures for providing power, telecommunications, light, gas, hot and cold water, heating, refrigeration, and air conditioning exclusively serving one Villa Unit (even though such items may lie partially in and partially out of the designated boundaries of a Villa Unit); finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating shall be considered part of the Villa Unit; and the garage attached to the Villa Unit within its Villa Building, but not include the garage roof which is a Limited Common Element to the Villa Unit.

2.4 Items Included within Each Unit.

(a) Utilities. All utilities, electrical, plumbing, telephone, data, steam, heating, ventilating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, communication lines, utility lines, fire prevention installations, security installations and service-equipment, including, without limitation, and roof units (collectively, the "Service Elements"), serving only one Unit, and whether or not located within the boundaries of such Unit or of any other Unit, the Common Elements or any Limited Common Elements, shall be a part of the Unit exclusively served thereby (the "Individual Unit Service Elements"). Unless otherwise expressly provided herein, the Unit Owner of the Unit to which such Individual Unit Service Elements are appurtenant shall, at its sole cost and expense, be responsible for the inspection, construction, operation, maintenance, repair, replacement and restoration of the Individual Unit Service Elements appurtenant to its Unit. Said Individual Unit Service Elements shall be kept and maintained in good, safe, orderly condition and repair at a standard appropriate for the high quality nature of the Condominium. The Unit Owner of a Unit to which Individual Unit Service Elements are appurtenant shall have a non-exclusive easement on, over and across any Units, Limited Common Elements and/or Common Elements as may be reasonably necessary to inspect, operate, maintain, repair, replace, restore, improve or alter said Individual Unit Service Elements, and for ingress and egress thereto, provided that the exercise of the rights under such easements will not materially interfere with the use and enjoyment of the Units of other Unit Owners, the Limited Common Elements appurtenant to the Units of other Unit Owners, or Common Elements, and further provided that the Unit Owner shall promptly repair and restore any other Unit, Common Element or Limited Common Element damaged or disturbed by the exercise of said easement rights to the condition that existed immediately prior to exercise of the right.

(b) Improvements; Exterior Surfaces. All Buildings, improvements and fixtures located within the boundaries of a Unit, including any and all drive aisles, improved parking areas, sidewalks and pedestrian paths, outdoor terraces, porches, decks, balconies and patios and

landscaped areas, shall be included as part of the Unit within which they are located, unless otherwise designated or defined specifically in (1) Article 4 herein, (2) on the Condominium Plat as a Common Element or Limited Common Element, or (3) in the Master Condominium Instruments. Solely with respect to the Single Family Units, any and all exterior surfaces of a Building, including but not limited to, stone, brick, block, glass, metal, wood, masonry or other exterior walls, surfaces and roofs, shall be included as part of the Unit in which they are located.

(e) Miscellaneous; Air and Subterranean Rights. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatus or structural component lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit shall be deemed a Limited Common Element of the Units so served, unless otherwise provided in this Declaration. Each Unit shall include the air and subterranean rights to any unimproved portions of such Unit situated within its Unit boundaries that are described in this Declaration and/or shown on the Condominium Plat.

2.5 Encroachment; Boundaries. If any portion of any Common Elements (including 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 Elements or Limited Common Elements appurtenant to another Unit or Units as a result of the construction of, and any duly authorized reconstruction or repair of, the Condominium Property, or as a result of settling or shifting of the Condominium Property, a valid easement for the encroachment and for its maintenance shall exist so long as the Condominium Property exists and, provided, however, that the Unit Owner or Association, as applicable, shall use reasonable efforts to reconstruct or repair the Condominium Property in such a manner so as to eliminate or minimize any such material encroachments unless otherwise agreed. The physical boundaries of a Unit, the Limited Common Elements appurtenant to 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 settling or shifting of the Condominium Property 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, Limited Common Element or Common Element.

2.6 Declarant's Right to Change Plans. Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements.

2.7 Construction and Mechanic Liens. Any and all work conducted within a Unit, including, without limitation, construction, repair, replacement and restoration, and all components thereof, as within a Unit, shall be at the direction of and for the benefit of the Unit and the Unit Owner of the Unit only, and any all contractors, material suppliers and others providing work and/or materials in connection therewith shall only have a right to place a lien on the Unit and shall have no right, whatsoever, to place a lien on the Condominium as a whole or any other Unit thereof.

2.8 Merger and Separation of Units; Relation of Unit Boundaries. There shall be no merger or separation of any Unit.

2.9 Prohibition on Creation of New Condominium Units Out of Units. No Unit may itself be subjected to the condominium form of ownership and divided into units, common elements and limited common elements.

ARTICLE 3
EXPANSION OF CONDOMINIUM

3.1 The Declarant hereby expressly reserves an option until the tenth (10th) anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the expansion real estate identified on Exhibit C and/or the Master Condominium Instruments ("Expansion Real Estate"), to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as described on Exhibit C, and as may be further described in the Master Condominium Instruments.

(b) At such time as the Condominium is expanded, if at all, the total maximum number of Units in the Condominium will not exceed three hundred (300) units, if fully expanded.

(c) In order to exercise its rights pursuant to this Article, Declarant shall execute and record a supplemental declaration, which supplemental declaration shall describe the Expansion Real Estate or the Units to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited Common Elements or Common Elements, the percentage of ownership in the Common Elements of all Units, the number of votes appurtenant to each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the common expenses in connection with the Condominium as expanded.

(d) Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Real Estate. The proposed location of buildings on the Expansion Real Estate as set forth on Exhibit E represent estimates only and Declarant specifically reserves the right to make alterations and modifications to the number, location and layout of improvements to be constructed on the Expansion Real Estate. Such improvements as may from time to time exist on any portion of the Expansion Real Estate will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Expansion Real Estate on which such improvements exist.

(e) No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Expansion Real Estate.

(f) Declarant expressly reserves the right to create Limited Common Elements on the Expansion Real Estate, and to designate Common Elements thereon. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

(g) In the event the Condominium is expanded, the allocation of percentage of ownership in the Common Elements in the Condominium, as expanded from time to time, shall be determined as a product of the total number of livable dwellings within a Unit on a prorata basis, to reflect the addition of any Units added by such expansion.

(h) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Condominium Property," "Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

(i) In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto.

3.2 Easements for the Expansion Real Estate. Declarant reserves an easement over the Condominium for ingress and egress for purposes of (i) accessing the Expansion Real Estate in order to construct improvements, (ii) activities related to sales or ownership of any portion of the Expansion Real Estate, including access by future homeowners in the Expansion Real Estate and (iii) installation of such utilities and other infrastructure as the Declarant deems appropriate in order to service the Expansion Real Estate, including increasing the sizing of any infrastructure as the Declarant deems necessary. This easement will exist and apply whether or not the Expansion Real Estate or such improvements are then intended to become a part of the Condominium as part of an expansion. The easement in this Section is intended to supplement and not limit the easements reserved in Article 12.

ARTICLE 4
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1 Description of Common Elements. The Common Elements shall consist of the entire Condominium other than the Units, and shall specifically include the following: the "Common Elements" shall consist of all installations for providing sewer, power, light, gas, hot and cold water, heating, refrigeration and air conditioning serving more than one Unit ("Utility Installations"), all landscaped areas of the Condominium Property, the paved driveways, parking areas, private streets, alleys, pedestrian walkways and trails, common signage, mailbox kiosk(s), Clubhouse, Single Family Pool, fitness center, community center and kitchen, community garden(s), community permanently affixed tables or seating, seating corridors, interactive play, plazas, open lawn, garden, and dog park areas, amphitheater, boardwalk areas, basketball, pickleball, tennis, and similar recreational courts, all as may be set forth on the Condominium Plat;

(a) Service Elements that Serve All Units. All Service Elements that provide service to each and every Unit of the Condominium, if any, whether or not located within the designated boundaries of a Unit, Limited Common Elements or Common Elements, including, but

not limited to, any and all storm water facilities and improvements located, or to be constructed, on or within the Property; and

(b) Miscellaneous. Except as specifically set forth in Article 2 above, all other rights, titles, interests, covenants, obligations and responsibilities arising pursuant to any and all easements, rights-of-way, agreements, declarations, restrictions, hereditaments and other rights, either existing as of the date of this Declaration, or arising in the future, that expressly benefit and/or burden the entirety of the Condominium Property and are specifically appurtenant not just a single Unit or to fewer than all of the Units.

4.2 Responsibility for Common Elements. Except as hereinafter provided with respect to Limited Common Elements, the Association shall be responsible for the repair, maintenance, replacement and appearance of the Common Elements, including, without limitation, responsibility for breakage, damage, malfunction or ordinary wear and tear, obsolescence, landscaping, gardening, snow removal, painting, cleaning and decorating. All such activities shall be carried out only as provided in the Condominium Instruments and the Association Instruments. In addition, to the extent the Condominium is subject to recorded easements for access, parking, utilities, and other common services, as identified in recorded documents, any obligation contained therein to be performed by the Association, and any costs to be borne under such documents shall be considered a Common Expense.

4.3 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each Owner shall have the right to use the Common Elements, except for Limited Common Elements, as may be required for any purpose, including, but not limited to ingress and egress to and from and the use occupancy, and enjoyment of the Unit owned by such Owner. Such rights shall extend to the Unit Owner, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Declaration, Bylaws and the Rules and Regulations.

4.4 Limited Common Elements. Certain Common Elements are reserved for exclusive use of one or more Unit Owners, but less than all Units. The Limited Common Elements shall include those areas specifically designated on the Plat or in this Declaration as Limited Common Elements, and include without limitation (i) all landings, access steps, sidewalks, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Plat; (ii) any sidewalk, driveway or walkway which services more than one, but less than all, of the Units; (iii) the roofs of the Townhome Units and Villa Units; (iv) the exterior siding of the Townhome Units and the Villa Units, (v) solar panels; (vi) raised planters; (vii) privacy fences; and (viii) water submeters for any Unit other than a Single-Family Unit. The exclusive use of Limited Common Elements shall be reserved to the Owner or occupant of the Unit or Units to which they are appurtenant or serve, to the exclusion of all other Units and Unit Owners in the Condominium. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, agents, guests and invitees.

4.5 Use. The manner of use of the Limited Common Elements shall be governed by the Act or the Condominium Instruments, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit any such action, in any manner contrary to the Act or the Condominium Instruments. No major or structural changes or

alterations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given or denied in accordance with Article 6 below.

4.6 Ownership of Common Elements. The undivided ownership interest in the Common Elements appurtenant to each Unit shall be equal to such Unit's Percentage Interest. Any deed, mortgage or other instrument purporting to convey or encumber any Unit shall be deemed to include such Unit's appurtenant Percentage Interest (including, but not limited to, any rights and interests in any insurance proceeds and condemnation awards even though such rights and interests may not be expressly described or referred to therein).

4.7 Public Common Elements. Per the Shared Maintenance and Access Agreement dated July 5, 2022, by and between Declarant and the City of Oak Creek, recorded with the Milwaukee County Register of Deeds Office on July 6, 2022 as Document No. 11262671, the Declarant and City of Oak Creek separately address the responsibility for maintenance of certain public common elements within the Condominium (the "Public Elements").

4.8 Alteration of Limited Common Elements and Common Elements; Board of Director's Authority. The Board of Directors shall have the right to make additions, alterations or improvements to the Limited Common Elements and Common Elements as the Board of Directors, in its opinion, deems to be beneficial or necessary for the preservation, operation or maintenance of the Association, or to otherwise ensure compliance by the Association with the Environmental Documents.

4.9 No Partition of Common Elements. There shall be no partition of the Common Elements through judicial process or otherwise until this Declaration is terminated and the real estate and improvements constituting the Condominium are withdrawn from its terms, from the terms of the Act or any other statute creating or regarding Condominium ownership.

ARTICLE 5
OTHER RIGHTS AND OBLIGATIONS OF OWNERS AND INCIDENTS OF UNIT OWNERSHIP

5.1 Restrictions on Use.

(a) The Units may be used and improved only for single-family residential purposes, consistent with applicable laws and ordinances. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from the Units (or any portion thereof), except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders: (a) Units may be leased as permitted under the Condominium Instruments, as well as the Master Condominium Instruments; (b) personal professional libraries may be maintained in the Units; (c) personal or business records and accounts may be maintained and handled in the Units; (d) business or professional telephone calls and correspondence may be handled in or from Units; and (e) such other business may be conducted in or from the Units, provided that no office or store shall be maintained within any portion of the Units at which clients or customers regularly call.

(b) Without the express written consent of the Association's Board, nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements, or any part thereof, which would increase the rate of insurance to be maintained by the Association as herein provided over that rate the Association would otherwise pay but for such Unit Owner's activity. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would constitute a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement or obligation by a governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any Owner's Guest, and each Owner hereby indemnifies and holds the Association and the other Owners harmless against all loss or expense (including reasonable attorneys' fees and expense) resulting from any such damage or waste caused by him/her or his/her Guest, to the Association or other Unit Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements. No use of a Unit, the Common Elements or Limited Common Elements by a Unit Owner shall unreasonably interfere with or be an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners. Further, each Unit Owner covenants and agrees to abide by the following additional restrictions on the use of a Unit and the Common Elements (and without having to amend this Declaration pursuant to Article 14 hereof, these restrictions may be amended from time to time by the Association or supplemented by its Rules and Regulations).

(c) There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided.

(d) No sign, awning, canopy, shutter or radio or television antenna shall be affixed to, or placed upon, the exterior walls or roof or any part of the Building without the prior consent of the Board.

(e) Animals may be kept in any Unit or in any of the Common Elements, but subject to rules and regulations set by the Association as to number, size, type and breed, and control of such animals and animal waste.

(f) No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein or thereon either willfully or negligently which may be, or become in the sole and absolute judgment and discretion of the Board, an annoyance or nuisance to the other Unit Owners or Guests.

(g) No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers satisfactory to the Association and shall be disposed of in a clean, sightly, healthy, timely and sanitary manner and as may be prescribed from time to time by the Association Rules and Regulations.

(h) No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted on any part of the Condominium property.

nor, except with the consent of the Board, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Unit Owner on any part of the Condominium or in any Unit. Notwithstanding the foregoing, nothing in this Declaration shall prohibit the Declarant from displaying an unsold Unit as a "model" or use by Declarant of an unsold Unit as a sales office or for marketing purposes or the use of any Common Elements or Limited Common Elements for professional management or Association management activities for either this Condominium or the Master Condominium. In addition, the right is reserved by the Declarant or its agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and to place such other signs on or about the Condominium as may be required to facilitate the sale or leasing of unsold Units.

(i) By accepting a deed to a Unit, each and every Unit Owner, on behalf of itself and its successors, assigns, invitees and other designees, agrees to not take any action, or permit any action to be taken on its behalf, that would interfere with the management, use, control, operation, maintenance, repair and replacement of the Master Condominium.

5.2 Lease of Residential Units. Each Residential Unit or any part thereof may be rented by written lease, provided that:

(a) A Unit, or any part thereof (including any condominium units of same that may be declared) must be rented by written lease of a one-time per year lease of no less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year to different persons. During the term of any lease of all or any part of the Unit, the Unit Owner of the Unit (or, to the extent such Unit was declared as a condominium, the unit owner of the applicable unit) shall remain liable for the compliance of the Unit and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of such Unit. Any and all leases shall be approved in advance by the Association and a fully executed copy be provided to the Association within ten (10) business days from execution by Unit Owner and tenant.

(b) All leases of a Unit shall (i) contain a statement obligating all tenants to abide by the Condominium Instruments, providing that the lease is subject and subordinate to the same and (ii) provide that any default arising out of the tenant's failure to abide by the Condominium Instruments shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Condominium Instruments, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The restrictions against leasing contained in this Section shall not apply to leases of a Unit, or any parts thereof, by the Declarant to any third parties, or to any leases of a Unit, or any parts thereof, to the Association.

5.3 Rules and Regulations. Rules and Regulations may be adopted by the Association from time to time by action of the Association's Board taken in accordance with the Bylaws, which shall apply to each Unit Owner, and may be enforced by the Association, except as otherwise designated herein.

5.4 Maintenance and Repair of Units. Each Unit Owner is responsible for the repair and maintenance of his/her Unit, including all property within and constituting a part of, his/her Unit as provided in Sections 2.2 and 2.3 hereof. In addition, each Unit Owner is responsible for the furnishing, equipping, housekeeping, general cleanliness, appearance and presentability of his/her Unit and the decorating thereof, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains and other interior decorating. In meeting his/her responsibilities hereunder, the Unit Owner shall comply with all applicable laws, regulations and ordinances and with applicable Association Rules and Regulations. In all events, none of the activities described herein shall be undertaken if, as a result thereof, the Unit Owner alters the exterior appearance or design of the Building, unless such activities were consented to in writing by the Association's Board, but also provided that the Association's Board may not allow any alteration to the exterior of the Building, or the common corridors, without a 2/3 vote of that Board, and in any case of no lesser quality, like or kind

5.5 Maintenance of Patios, Porches, Decks and Balconies. All outside patios, porches, decks, and balconies shall be maintained, repaired, or, if necessary, reconstructed, by the Association. All costs and expenses of such maintenance, repairs and reconstruction shall be at the sole expense of the Unit Owner and assessed by the Association to such Unit Owner to which such Limited Common Element is appurtenant. All plans for such repairs, maintenance, or reconstruction, including painting or staining, shall be first submitted to the Association in the manner described in Article 6. The Association shall have the right to restrict colors and materials used.

5.6 Alteration of Units. A Unit Owner may make improvements or alterations within his/her Unit; provided that: (i) said improvements or alterations to Units have been approved in advance by the Association's Board in writing, and (ii) said improvements or alterations do not impair the structural soundness or integrity, or lessen the support, of any portion of the Unit, do not materially reduce the value of the Condominium and do not impair any easement granted under or pursuant to this Declaration. Any request by a Unit Owner to make improvements or alterations to his/her Unit may be denied by the Association's Board in its sole discretion. A Unit Owner may not change the exterior appearance of a Unit or the Building, or any portion of the Common Elements, including Limited Common Elements, without obtaining the prior and express written permission of the Association's Board, which may be denied in its sole discretion. Any improvement or alteration approved by the Association's Board, which changes the floor plan or room dimensions of a Unit must be, if required by the Act, evidenced by the recording of an addendum to the Condominium Plat before it shall be effective and must comply with the legal requirements for such purpose then in effect. All alterations or improvements must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the Condominium by others, and must not be in violation of any underlying Mortgage or similar security interest. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this Section 5.6 and modifying the Condominium Plat (which may be charged as a special assessment to the affected Unit) shall be the responsibility of the Unit Owner involved.

5.7 Separate Mortgages on Units. Each Unit Owner shall have the right to mortgage or otherwise encumber his/her own respective Unit, together with his/her Percentage Interest in the Common Elements. No Unit shall have the right or authority to mortgage or otherwise encumber

in any manner whatsoever any other portion of, or interest in, the Condominium excepting his/her own respective Unit and the Percentage Interest in the Common Elements applicable thereto

5.8 Negligence of Unit Owner. If, due to the willful or negligent act or omission of a Unit Owner or his/her Guest, any damage or loss shall be caused to the Common Elements or to a Unit owned by others, then such Unit Owner shall pay and be responsible for such damage or loss, including, by way of illustration, repair, replacement and redecorating and reasonable attorneys' fees and expenses incurred in enforcing this Section 5.8

5.9 Association Right to Make Repair. If, in the reasonably exercised discretion of the Board, maintenance or repair of a Unit or Limited Common Element is necessary to protect the Common Elements or any portion of a Building, and the affected Unit Owner has failed or refused to perform such maintenance or repair within a reasonable time (as established by the Board in its sole discretion) after written notice of the necessity of such repair or maintenance has been given to the Owner, then in such events the Association may undertake such maintenance or repair and levy a special assessment against the Owner and his/her Unit for the cost thereof.

5.10 Access Rights of Association. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible or which is permitted hereunder; and may likewise enter upon any balcony or patio for maintenance, repair, construction and painting. Such entry shall be made with as little inconvenience to the affected Unit Owner as reasonably practicable, and any damage caused thereby shall be repaired by the Association as a Common Expense. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Unit Owner's absence from a Unit at a time when required repairs, maintenance or construction are scheduled, the Association or its agents, or any other Person designated by the Board, may enter the Unit immediately, whether each Unit Owner is present or not. The Association reserves the right, but shall not be obligated, to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to any Unit to obstruct entry through the use of such pass key.

5.11 Subject to Master Condominium Instruments. Each Unit is subject to the requirements, restrictions, and obligations under the Master Condominium Instruments, including, without limitation, the use and leasing restrictions set forth therein, as well as any rules and regulations that may be enforced from time to time by the Master Association, and the Master Association shall have the right to enforce all of same.

ARTICLE 6
ARCHITECTURAL CONTROL

6.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, balconies, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained unless and until the following have been submitted to and approved in writing by the Board: the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost of the work; proposed impact of the work on the appearance of the Condominium; confirmation the work does not violate the Environmental

Documents; and a statement identifying the project contractor for the work. Approval may be granted or denied at the discretion of the Board. No such additions or alterations may be made by an Owner without all permits and approvals required under City ordinances. Approval is further subject to compliance with the provisions of Sec. 703.13(5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approval, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s), representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required approvals from the City. Approval of any work is not a representation or warranty by the Board or the Association of the quality of any work or whether the plans and specifications submitted are sufficient for the purposes of performing the work or the use of the work. No Board director is responsible for actions taken in this Article 6 if undertaken in good faith. The Owner(s) of such Unit (jointly and severally) shall indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval. The Board may establish and modify Rules and Regulations specifying a procedure for such applications, the quality of materials that must be submitted, the approval of any contractors, and imposing other procedural conditions to approval.

6.2 Declarant Control. During the period of Declarant Control, Declarant shall have the exclusive right to act as the representative of the Board for architectural control purposes.

ARTICLE 7
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

7.1 Membership. Each Unit Owner shall be a member of the Association with such membership to take effect simultaneously with the acquisition of the fee simple interest, or a land contract purchaser's interest in, a Unit. Membership in the Association shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of legal or equitable title to a Unit; provided, however, that the voting rights of a Unit Owner may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit, and that the Declarant has rights as contained herein. In the case of a Unit that is owned by an entity rather than an individual,

any natural person designated by such entity shall be considered a "Unit Owner" for purposes of this requirement only.

7.2 Voting Rights. Each Unit is entitled to one (1) vote as set forth on the attached Exhibit D, with regard to the affairs of Association. This Declaration, and the Bylaws of the Association that may be adopted from time to time, shall establish the manner in which the Unit Owners shall be entitled to exercise their voting rights.

7.3 Suspension of Voting Rights. Except for Units owned or controlled by Declarant, an Owner of a Unit against which the Association has recorded a condominium lien (as authorized by this Declaration, the Act and the Master Association Instruments) shall not be permitted to vote with regard to the affairs of the Association (and such Unit shall be disregarded for purposes of the vote taken, including the establishment of a quorum) unless and until the Owner has paid to the Association all amounts required of it as a condition to the Association's duty to release the lien or as otherwise provided in Section 9.4. The foregoing suspension of voting rights shall not apply to a Mortgagee who has acquired title to a Unit by a deed in lieu of foreclosure or similar voluntary conveyance by an Owner to a Mortgagee.

7.4 Association Instruments. The provisions of this Article 7 are to be supplemented by the Association Instruments, provided, however, that the provisions thereof shall not substantially alter or amend any of the rights or obligations of the owners set forth in this Article 7.

7.5 Formation of Association; Power and Responsibility Prior to Establishment.

(a) Establishment. Pursuant to Section 703.15(2)(a) of the Act (as such section may be renumbered from time to time), the Declarant will establish and form the Association not later than the date of the first conveyance of a Unit to a party other than the Declarant. After it is established, the membership of the Association shall at all times consist exclusively of all of the Unit Owners as further described in Section 7.1 above.

(b) Power and Responsibility Prior to Establishment. Pursuant to Section 703.15(2)(b) of the Act (as such section may be renumbered from time to time), until the Association is established as described in subpart (a) above, the Declarant shall have the power and responsibility to act in all instances where the Act, any other provision of the law, or this Declaration require action by the Association or its officers.

7.6 Association President. Pursuant to and as more fully set forth in the Master Condominium Declaration, the President of the Association (or such other person as may be designated in case of vacancy, emergency, or other unavailability of the President) shall have the sole authority to represent The Residences and Clubhouse at Lakeshore Commons Condominium with regard to all matters concerning the Master Association. A vote of the Association or Board shall bind the President with respect to any such matters.

ARTICLE 8
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

8.1 Management and Control of the Common Elements. The Association, subject to the specific rights and duties of Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements, including, by way of illustration:

(a) Establishing Rules and Regulations with regard to the use and enjoyment thereof by Unit Owners and their Guests

(b) Maintaining, repairing, decorating and replacing the Common Elements (except to the extent such maintenance, repair, decorating and replacement is the responsibility of the Unit Owner).

(c) Keeping the Common Elements in good repair and in a clean and attractive condition.

(d) Enforcing all provisions of the Institutional Controls and the Final Cover Barrier Maintenance Plan dated April, 2014 ("BMP") and the Final Soil Management Plan dated April, 2014 ("SMP"), imposed by the DNR pursuant to the Certificate of Completion dated November 20, 2014 and further imposed pursuant to letters from the DNR to Douglas Fletcher with DuPont Corporate Remediation Group dated October 21, 2014 and to Joe Wiley, Kinder Morgan dated October 21, 2014 all of which are on file with the DNR under BRRTS Numbers 02-41-278988, 02-41-280624, 06-41-554563, 02-41-554534 and 06-41-554566 and copies of which are maintained by the Association, including, but not limited to:

(i) adopting rules and regulations for the construction, installation, repair, maintenance, replacement, renovation and remodeling of all Units and Common Elements within the Association;

(ii) accessing Common Elements and, with at least 24 hours notice to a Unit Owner, individual Units, to make any repairs or improvements necessary or required to comply with the Environmental Documents, and engaging contractors to access such areas and perform such work on behalf of the Association; and

(iii) take all steps deemed necessary by the Board of Directors to ensure compliance with the Environmental Documents.

The Association is required to retain a professional management company (the "Property Manager") with the experience necessary to perform the duties of the Association relating to the management, maintenance, and repair of the Common Elements and Limited Common Elements of the Condominium. The Association shall enter into a management contract with the Property Manager (the "Management Contract") on such terms and conditions as the Association and Property Manager shall agree.

8.2 Services. In addition to the requirement to retain the Property Manager as set forth in Section 8.1 above, the Association may obtain and pay for the services of any Person to manage, or assist in the management of, its affairs, or any aspect thereof, to the extent it deems advisable,

as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and control of the Common Elements, whether such personnel are furnished or employed directly by Association, or by any Person with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation, management and control of the Common Elements or the enforcement of the provisions of the Condominium Instruments.

8.3 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property, and may dispose of the same by sale or otherwise.

8.4 Rules and Regulations. The Association may, by action of its Board taken in accordance with the Bylaws, adopt such reasonable Association Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder, as long as such Rules and Regulations do not contradict rights given herein. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

8.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or to effectuate any such right or privilege.

ARTICLE 9
COMMON EXPENSES AND ASSESSMENTS

9.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses related solely to the Common Elements (not including the Public Elements) of the Condominium assessed by the Association against such Owner's Unit. "Common Expenses" shall include, by way of illustration and not limitation, assessments, both general and special, levied against this Condominium by the Master Association pursuant to the Master Condominium Instruments; expenses incurred by the Association for insurance, repairs, maintenance, replacement, management services, landscaping, amenity maintenance and servicing; reserves; capital improvements; acquisition of property necessary to the conduct of Association affairs; office supplies; costs owed under other recorded easements and restrictions; and such other reasonable and necessary expenses as determined by the Association's Board from time to time. No Unit Owner may except himself/herself from liability for contribution to the Common Expenses by waiver of use and enjoyment of any of the Common Elements or by abandonment of his/her Unit.

9.2 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses and levy general special assessments therefor against the Units, except as set forth herein. The budget shall include the funding of an adequate replacement reserve out of general assessments and shall set forth the following: (a) all anticipated common expenses and any amounts to be allocated to a statutory reserve account, if any, and to any other funds for future expenditures, (b) the amount and purpose of any other anticipated association expenditure, (c) the

amount in any statutory reserve account or any other funds held for future expenditures, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Owners, and (f) the aggregate amount of any assessment to be levied against Owners and the purpose of the assessment. Pursuant to Section 9.3(b) hereof, the Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied, including capital improvements, and a special assessment or fine on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Owner with any provision of the Condominium Documents. In no event shall any reserve account established hereunder be deemed to be a statutory reserve account pursuant to Section 703.163 of the Act. The Declarant hereby elects not to establish a statutory reserve account at this time under the provisions of Section 703.163 of the Act, but anticipates that future expenditures for the repair and replacement of Common Elements will be funded through a reserve account established and funded pursuant to the terms of the Act, at a later date.

9.3 Assessments.

(a) General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Units for the purpose of maintaining a fund from which Common Expenses may be paid, but only to the extent any such Common Expenses exist and are payable. General Assessments for the expenses related to any Common Elements described in Section 4.1 shall be levied against the Units in proportion to their respective Percentage Interests. General Assessments, if any, will be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws that may be adopted from time to time. Any General Assessment not paid when due shall bear interest until paid as determined by the Association, or as otherwise set forth in the Bylaws that may be adopted from time to time, and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

(b) Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") as follows:

(i) against the Units for deficiencies in the case of destruction or condemnation as set forth in Article 10, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests;

(ii) against any Unit or Units for defraying the cost of improvements to the Common Elements or Limited Common Elements, in which case the Special Assessments shall be levied against the Units as follows:

(A) in the case of improvements to the Common Elements other than Limited Common Elements, in accordance with their respective Percentage Interests, or

(B) in the case of improvements to the Limited Common Elements, in accordance with such other applicable formulas, provisions and procedures designed to equitably

apportion such costs among the Units that are served by the same, as may be determined by the Association and/or as may be further set forth in the Bylaws adopted from time to time.

(iii) against any Unit to cure any violation by the Unit Owner under Section 5.8, in which case the Special Assessment shall be levied solely against such Unit;

(iv) against any Units for the purpose of covering any unbudgeted expense or for funding any operating deficit, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or such other applicable formulas, provisions and procedures determined by the Association and set forth in the Bylaws that may be adopted from time to time;

(v) against any Unit for the insurance deductible under Section 10.10 in which case the Special Assessment shall be levied solely against such Unit,

(vi) for maintenance, repair or reconstruction of a Unit's patio, porch, balcony or deck as provided for in Section 5.5.; or

(vii) for costs related to a Unit Owner's request and review for architectural review as provided in Article 6 above.

(c) Master Condominium. The General Assessments and Special Assessments due under the Master Condominium shall be payable by the Association on a pass through basis and each Unit Owner is subject to a condominium lien for its proportionate share of the Master Condominium assessments based on its respective Percentage Interest in this Condominium.

9.4 Liability of Owners; Lien Rights of Association. A Unit Owner shall be personally liable for Association Assessments assessed against his/her Unit and interest on delinquent Association Assessments, and costs of collection (including reasonable attorneys' fees), as such interest and costs of collection may be imposed pursuant to the Bylaws of the Association. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit. The assessment of Association Assessments, together with such interest as Association may impose by its Bylaws for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the assessment has been made as provided in this Article 9 and the Association's Bylaws. Attachment, filing/recording, effectiveness, priority and enforcement of the lien shall be governed by the Act. When a Unit Owner fails to pay Association Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a mortgage of real estate. In any such foreclosure, the defendant Unit Owner shall be required to pay a reasonable rental for such Unit during any such period after the entry of judgment for foreclosure and prior to the eviction of the Unit by such Unit Owners.

9.5 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid Assessments made by the Association against the transferor in excess of the amount therein set forth. The Association shall have the right to charge a reasonable fee for such statements.

9.6 Assessments Until Turnover of Control; Declarant Liability. As allowed under Section 703.16(2)(b) of the Act, until Turnover of Control occurs, as provided in Section 11.3 herein, Units owned by Declarant shall be exempt from assessment for Common Expenses until that Unit is sold, as long as the assessment for Common Expenses for Units not owned by the Declarant do not exceed the amount of projected assessment contained in the last adopted Budget. Until the last day of the month during which there is Turnover of Control, the Declarant shall be responsible for and pay Common Expenses in excess of the assessments payable by Unit Owners under this formula. After Turnover of Control, the Declarant shall pay its Percentage Share of Association Assessments in the same manner as other Unit Owners but only as to those Units which are substantially completed and with regard to which an occupancy permit has been issued. The Declarant's liability for Association Assessments as provided above shall be effective on the first day of the month after the month during which there is Turnover of Control.

9.7 Initial Working Capital Fund. Each purchaser of a Unit shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account.

ARTICLE 10
INSURANCE; RECONSTRUCTION; CONDEMNATION

10.1 Casualty Insurance to be Maintained by the Association. Subject to the discretion of the Board as provided for in the immediately following sentence, the Association shall obtain, or cause to be obtained, and maintain property and casualty insurance coverage using the special perils form, or its equivalent, equal to 100% of the full replacement value of the Units, the Limited Common Elements, the Common Elements, and the personal property included in the original purchase of Units, as such personal property may be replaced from time to time. The amount of such insurance coverage, and the nature of hazards insured against, shall be reviewed and adjusted annually, if necessary, to reflect changes in the replacement value of the property being insured and after due consideration of such other matters as the Board deems appropriate. Such insurance coverage shall be written in the name of, losses covered thereby shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustees for each of the Unit Owners in their respective Percentage Interests. The proceeds of the insurance shall be applied and disbursed by the Board for the repair, replacement and reconstruction of the Condominium, unless such repair, replacement and reconstruction is not authorized pursuant to Section 10.9 following,

in which case the proceeds of the insurance shall be paid over to the Association and thereafter distributed as provided under the Act.

10.2 Liability Insurance to be Maintained by Association. The Association shall obtain, or cause to be obtained, and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, property damage and such other similar events commonly insured against, arising out of or in connection with the use, ownership or maintenance of the Condominium, and any other area or property which the Unit Owners have the right to use by reason of a recorded easement or agreement. The limits of such insurance shall be as determined from time to time by the Board, and such insurance shall name as insureds the Declarant, Unit Owners the Association and its Board, and the officers of the Association and such other Persons as deemed appropriate by the Board.

10.3 Fidelity Coverage. The Association shall obtain, or cause to be obtained, and maintain fidelity insurance against dishonest acts by any person, whether such person is compensated or uncompensated, responsible for handling the funds belonging to or administered by the Association. In the alternative, the Association may require such persons to obtain said fidelity insurance or to provide the Association with a fidelity bond at such person's expense or the expense of the Association, as the Board may determine. The Association shall be a named insured or obligee under such insurance or bond, as the case may be. The amount of such insurance or bond shall be determined by the Board from time to time.

10.4 Certificates. The Association shall, upon demand by a Unit Owner, furnish the Unit Owner certificates evidencing the insurance coverages to be obtained and maintained by the Association pursuant to Sections 10.1, 10.2 and 10.3 above.

10.5 Other Insurance Coverages. The Association may maintain such other insurance coverages as its Board deems appropriate, including, by way of illustration, worker's compensation insurance (to the extent necessary to comply with any applicable laws).

10.6 Premiums. Premiums for the insurance coverages maintained by the Association pursuant to Sections 10.1, 10.2, 10.3 and 10.5 (or the cost of any bond as provided in Section 10.3) shall be assessed to each individual Unit Owner as part of its Common Expenses, based upon the costs attributable to each Unit, as determined by the Board within its discretion.

10.7 Insurance Obtained by Unit Owners. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of the insurance maintained by the Association or with regard to risks not insured by it.

10.8 Damage or Destruction of Common Elements.

(a) Duty to Repair and Reconstruct. If all or any part of the Common Elements (except to the extent that the same are designated as Limited Common Elements) become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds, except to the extent Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting

forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(b) Plans and Specifications. Any reconstruction or repair of the Common Elements shall be made in accordance with the maps, plans, and specifications used in the original construction of the damaged improvements, unless the Board and a 2/3 majority of the Mortgagees authorize the variance. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(c) Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements (except to the extent that the same are designated as Limited Common Elements), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(d) Insurance Proceeds and Construction Fund. All insurance proceeds received with respect to the Common Elements (except to the extent that the same are designated as Limited Common Elements) shall be held by the Association as trustee for the benefit of the Unit Owners and Mortgagees and shall be disbursed by the Association for the repair or reconstruction of such damaged Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds received with respect to such Common Elements unless there is a surplus of insurance proceeds after such damaged Common Elements have been completely restored or repaired as set forth in Section 10.8(f) below.

(e) Assessments For Deficiencies. If the proceeds of insurance received by the Association with respect to those damaged Common Elements that are not also designated Limited Common Elements are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made pursuant to Section 9.3 against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

(f) Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any portion of the Common Elements taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair is insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners in accordance with their respective Percentage Interests in the Common Elements.

10.9 Damage or Destruction of Unit or Limited Common Elements. Subject to Article 11, following any damage or destruction to any Unit and/or the Limited Common Elements appurtenant to such Unit, then the Unit Owner shall repair and restore such Unit and/or Limited

Common Elements appurtenant thereto to its condition prior to the damage or destruction as soon as possible. The Unit Owner may make changes to the interior design of the Unit provided such changes meet the requirements of Section 5.4. In the case of any damage or destruction to any improvements constituting the Unit or Limited Common Elements appurtenant thereto, the Association shall disburse the insurance proceeds attributable to such improvements to the Unit Owner of such Unit (or, if the damage is to a Limited Common Element appurtenant to more than one Unit, to the Unit Owners of the Units to which the Limited Common Element is appurtenant) in monthly installments to fund the reconstruction and repair of the improvements. Following completion of the work described in the previous sentence, the Association shall disburse the balance of the insurance proceeds attributable to such improvements to the Unit Owner (or applicable Unit Owners, if the damaged Limited Common Element is appurtenant to more than one Unit). The Unit Owner shall have the sole responsibility for all repair and reconstruction of improvements constituting the Unit, as well as to any Limited Common Element appurtenant to the Unit (and in the event that the Limited Common Element in question is appurtenant to more than one Unit, each Unit Owner of a Unit to which such Limited Common Element is deemed appurtenant will be jointly and severally responsible for any repair and reconstruction of the improvements constituting the Limited Common Element).

10.10 Insurance Deductible. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Instruments, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit Owner for the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

10.11 Condemnation.

(a) Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(i) Every Unit Owner shall be allocated the entire award for the taking of all or part of its respective Unit or any improvements constituting the Unit and for consequential damages to the Unit or any improvements constituting the Unit.

(ii) In the event no reconstruction is undertaken, any award for the taking of Condominium Property shall be allocated to all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

(b) Determination to Reconstruct Common Elements. Following the taking of part of the Common Elements, the Common Elements shall be restored or reconstructed, unless the Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent

to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(c) Determination to Reconstruct Units or Limited Common Elements. Subject to Article 11, following the taking of part of a Unit, the Unit Owner shall cause the balance of the Unit to be restored or reconstructed, unless the restoration or reconstruction of the Unit to a usable whole is impractical or impossible as determined by such Unit Owner in its sole discretion. Following the taking of part of a Limited Common Element, the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element shall cause such Limited Common Element to be restored or reconstructed, unless the restoration or reconstruction of such Limited Common Element is impractical or impossible as determined by such Unit Owner or Unit Owners in its or their sole discretion.

(d) Plans and Specifications for Common Elements or Unit. Any reconstruction of any partially taken Common Elements or any partially taken Unit shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction, unless the Board shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(e) Responsibility for Reconstruction. Subject to Article 11, in all cases after a taking of all or part of the Common Elements not designated as Limited Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. In all cases after a taking of all or part of a Unit, the responsibility for restoration and reconstruction shall be that of the Unit Owner. In all cases after a taking of all or part of a Limited Common Element, the responsibility for restoration and reconstruction of such Limited Common Element shall be that of the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element.

(f) Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

(g) Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among the affected Unit Owners in accordance with their respective Percentage Interests in the Common Elements and/or Limited Common Elements.

(b) Percentage Interests Following Taking. Following the taking of all or any part of any Unit, then, unless the Condominium is submitted to an action for partition under (b) above, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units.

(i) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 10.11 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE 11
SPECIAL PROVISIONS REGARDING DECLARANT

11.1 Declarant's Right of Ingress and Egress. The Declarant reserves for itself the non-exclusive easement and right of ingress and egress on, over and under all the Common Elements or any Unit owned by the Declarant, or under construction, for the purpose of completing construction of the Condominium, managing the Association and acting on its behalf until Turnover of Control, marketing of Units and such other activities and matters related to the development of the Condominium and the sale of Units as determined by the Declarant in its reasonably exercised discretion.

11.2 Other Reservation of Rights. The Declarant reserves the right, until all of the Units have been sold by Declarant, exercisable in its reasonably exercised discretion, to: (i) maintain any unsold Unit as a sales office or model; (ii) lease any unsold units, without restriction; (ii) conduct marketing activities on or about the Common Elements or in a Unit; (iii) place signs on or about the Common Elements or Units advertising and marketing the sale of Units; and (iv) in furtherance of the foregoing, to exercise its rights of ingress and egress as provided above. The rights provided for herein may be exercised by the Declarant with no cost or expense chargeable to it by the Association, excepting Common Expenses properly assessed against Units owned by Declarant pursuant to Article 7 hereof, if any.

11.3 No Impairment of Declarant's Rights. No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by Declarant, which would in any manner impair, impede, limit, alter or prevent the completion of the construction of the Condominium by the Declarant, the sale by Declarant of the Units or the rights reserved or granted to the Declarant under this Declaration, or make more costly or burdensome such construction, sale of Units or the exercise of such rights by Declarant hereunder.

(a) Declarant Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any Person other than Declarant, or thirty (30) days after the conveyance of 75% of the Percentage Interests in Common Elements to purchasers, the Declarant, acting alone and without the need for the vote or consent of any Unit Owner, except as provided herein, shall have the right: (i) to appoint, remove and reappoint the members of the Association's Board; (ii) to appoint, remove and reappoint the officers of the Association; and (iii) to exercise all the powers and responsibilities otherwise assigned to the Association by this Declaration, the Association instruments or the Act.

11.4 Owner's Right to Elect Board Members During Control by Declarant. Notwithstanding Section 11.3 above, immediately prior to or upon the conveyance of 25% of the Percentage Interests in Common Elements to purchasers of Units, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 25% of the directors constituting the Association's Board; and immediately prior to or upon the conveyance of 50% of the Percentage Interests in Common Elements to purchasers of Units, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 33 1/3% of the directors constituting the Association's Board. The elections referred to above shall be conducted in accordance with the Association's Bylaws. A member or members of the Association's Board appointed by the Declarant shall resign from the Board if necessary so as to permit the election of members of the Board as herein provided.

11.5 Easements for Development. In addition to other rights contained herein, the Declarant may grant easements over and through the Common Elements for such purposes as Declarant deems necessary in conjunction with the development of the Condominium and certain other properties adjacent to the Property which may be developed by Declarant or an affiliate of Declarant.

ARTICLE 12
EASEMENTS AND RESERVATIONS

12.1 Encroachments. In the event that by reason of the construction, reconstruction, settling or shifting of any portion of the Condominium, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or another Unit, valid easements for the maintenance and continuation of such encroachment are hereby established and shall exist for the benefit of and appurtenant to such Units and the Common Elements, as the case may be, for the period of time any such encroachment or any replacement thereof shall remain; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or the Association.

12.2 Utilities and Services. Declarant hereby grants for the benefit of the Unit Owners, and hereby reserves for itself and grants for the use and benefit of the Declarant, the Condominium, the Association and such public utility companies, private utility companies, private service companies, local municipalities, and others as designated by the Declarant or the Association from time to time, in their sole and absolute discretion, and to their respective successors and assigns, a non-exclusive perpetual easement in common, in, under and through the Condominium for purposes of installation, construction, operation, maintenance, repair, replacement and removal of all underground utilities and public and private service lines and equipment, including, but not limited to, electric, telephone, natural gas, water, sanitary sewers, storm sewers, security, cable/satellite television, master television antennas and similar systems, and all necessary surface and above-ground equipment and structures appurtenant thereto, for purposes of so serving the Condominium. Unless otherwise agreed to by the Declarant or the Association, all property damaged or destroyed in the exercise of rights declared or granted pursuant to this Section 12.2

shall be repaired, restored or replaced as promptly as possible by, and at the expense of, the Person exercising such rights.

Anything herein to the contrary notwithstanding, the placement and location within the Condominium of all utilities, service lines and all appurtenances thereto, including, but not limited to, conduits, wires, cables, pipes, mains and drainage lines, shall at all times be subject to the approval of the Declarant.

12.3 Easements to Run with the Land. All rights and easements described herein, including those reserved to the Declarant and referred to in Article 11, and all those recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, are (unless otherwise expressly provided) perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant, the Association and any Unit Owner, purchaser, mortgagee and other Person having any interest in the Condominium or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium to this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as fully as though such rights and easements were set forth in their entirety in such instrument.

ARTICLE 13
RIGHTS OF MORTGAGE HOLDERS

13.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of mortgage holders as specified in this Article 13.

13.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

13.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty one percent (51%) of Mortgagees.

13.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property and (2) sixty-seven percent (67%) in all other cases.

ARTICLE 14
AMENDMENT OF DECLARATION

14.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at sixty-seven percent (67%) of the Interests, or such greater percentage as may be required by the Act. Consent is not effective unless approved by the Unit's Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association (or such other person as may be designated in case of vacancy, emergency, or other unavailability of the President) and shall become effective when recorded in the Milwaukee County Wisconsin, Register of Deed's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

14.2 Special Approvals of Certain Amendments.

(a) No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration or the Master Declaration without Declarant's written consent.

(b) No amendment shall attempt to abrogate any obligation or responsibility under the Master Condominium Instruments.

(c) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the construction of a Unit or Common Elements as platted, the Declarant may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to construct the Units or Common Elements.

(d) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit or Common Element as platted, the Declarant, Owner, or Association, as appropriate, may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Unit or Common Elements.

14.3 Material Amendments. A change to the provisions hereof affecting any of the following shall also require approval by 51% of Mortgagees: (a) voting rights; (b) assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of common areas; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any

Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on an Owner's right to sell or transfer the Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 15
GENERAL PROVISIONS

15.1 Enforcement. The Association, any Unit Owner, or the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens, easements and reservations now or hereafter imposed by the provisions of this Declaration or the Association Instruments.

15.2 Attorneys' Fees. In the event of any proceeding at law or in equity as provided for in Section 15.1 above, the prevailing party in any such proceeding shall be awarded their reasonable attorneys' fees and expenses in prosecuting or defending such proceeding, as the case may be.

15.3 Non-waiver. No covenant, restriction, condition, obligation, right or other provision contained in this Declaration or the Association Instruments shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any lapse of time.

15.4 Severability. The invalidity of any covenant, restriction, condition, limitation, easement, reservation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid or unenforceable by a court of competent jurisdiction.

15.5 Notice to Lenders. Upon written request to the Association, a Mortgagee shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to the Mortgage. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

15.6 Covenants to Run with the Land. The provisions of this Declaration shall be deemed and taken to be covenants running with the land and shall be binding upon any Person having at any time any interest or estate in the Condominium.

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

15.8 Headings and Captions. The article, section and paragraph headings and captions are for ease of reference only and shall in no way define or limit the scope or intent of any article, section or paragraph.

15.9 Registered Agent. The initial registered agent for the Condominium is F STREET OCLV, LLC. A successor resident agent may be named by the Board which shall be effective when the name of the successor is duly filed with the Wisconsin Department of Financial Institutions.

15.10 Notices. A notice to be given hereunder to a Unit Owner shall be deemed given upon personal delivery to the Owner (or anyone of the Owners, if a Unit is owned by more than one Owner), or upon mailing in the United States Mail, first class postage affixed, addressed to the Unit Owner at such address is reflected on the records of the Association from time to time. The Association, by its Association Instruments, may modify this Section 15.10.

15.11 Condominium Act. The provisions the Act are incorporated herein by this reference.

15.12 Assignment by Declarant. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Milwaukee County Register of Deed's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's right under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granting a collateral assignment of Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, or after the affirmative activation of such collateral right, only the assignee may act as Declarant under this Declaration with respect to the rights assigned and all prior persons holding Declarant's right shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which such successor Declarant may act as above.

15.13 Disclosure Regarding Construction. Declarant discloses that until and after Declarant has sold all of the Units, there will be construction activity in connection with the construction of Units which may lead to noise, construction traffic, dust and other conditions incident to construction. Every Unit Owner, including Declarant, shall use reasonable efforts to avoid and to cause its contractors to limit disruption to other Unit Owners during all periods of construction activity relating to the Unit owned by such Unit Owner.

15.14 Disclosure Regarding Warranties. Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by Declarant and covering

any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements. Any implied warranty of workmanlike performance and that any Structure or Common Element is or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07, Wisconsin Statutes.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year set forth above.

DECLARANT:

F STREET OCLV, LLC
a Wisconsin limited liability company

By: FSDG 2, LLC, its Sole Member and Manager

By: _____
Name: Scott Lurie
Title: Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 11th day of January, 2022, before me the undersigned, a Notary Public in and for the State of Wisconsin, personally appeared Scott Lurie to me personally known, who, being by me duly sworn, did say that he is the Manager of FSDG 2, LLC, a Wisconsin limited liability company, as Sole Member and Manager of F Street OCLV, LLC, a Wisconsin limited liability company, executing the foregoing instrument, that the seal affixed thereto is the seal of the corporation; that he/she as such officer acknowledged execution of the instrument to be the voluntary act and deed of the aforementioned and by him voluntarily executed.

_____
Name: Joshua Lurie
Notary Public, State of Wisconsin
My Commission: is permanent

JOSHUA LURIE
NOTARY
PUBLIC
STATE OF WISCONSIN

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
(Residential Units)

UNITS 1-6, AND UNITS 10-21, AND THE CLUBHOUSE, TOGETHER WITH SAID UNIT'S UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND THE EXCLUSIVE USE OF THE LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT, ALL IN LAKESHORE COMMONS MASTER CONDOMINIUM, AN EXPANDABLE CONDOMINIUM, A CONDOMINIUM DECLARED AND EXISTING UNDER AND BY VIRTUE OF THE CONDOMINIUM OWNERSHIP ACT OF THE STATE OF WISCONSIN, BY A DECLARATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN, ON JULY 12, 2022, AS DOCUMENT NO. 11264832; SAID CONDOMINIUM BEING LOCATED IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:
PART OF TAX PARCEL NOS. 868 9993-001 AND 868-9996-002 (NEW TAX KEY NO. 868-9005-000 (FOR LOT 3 OF CSM 9355) NOT YET ASSESSED)

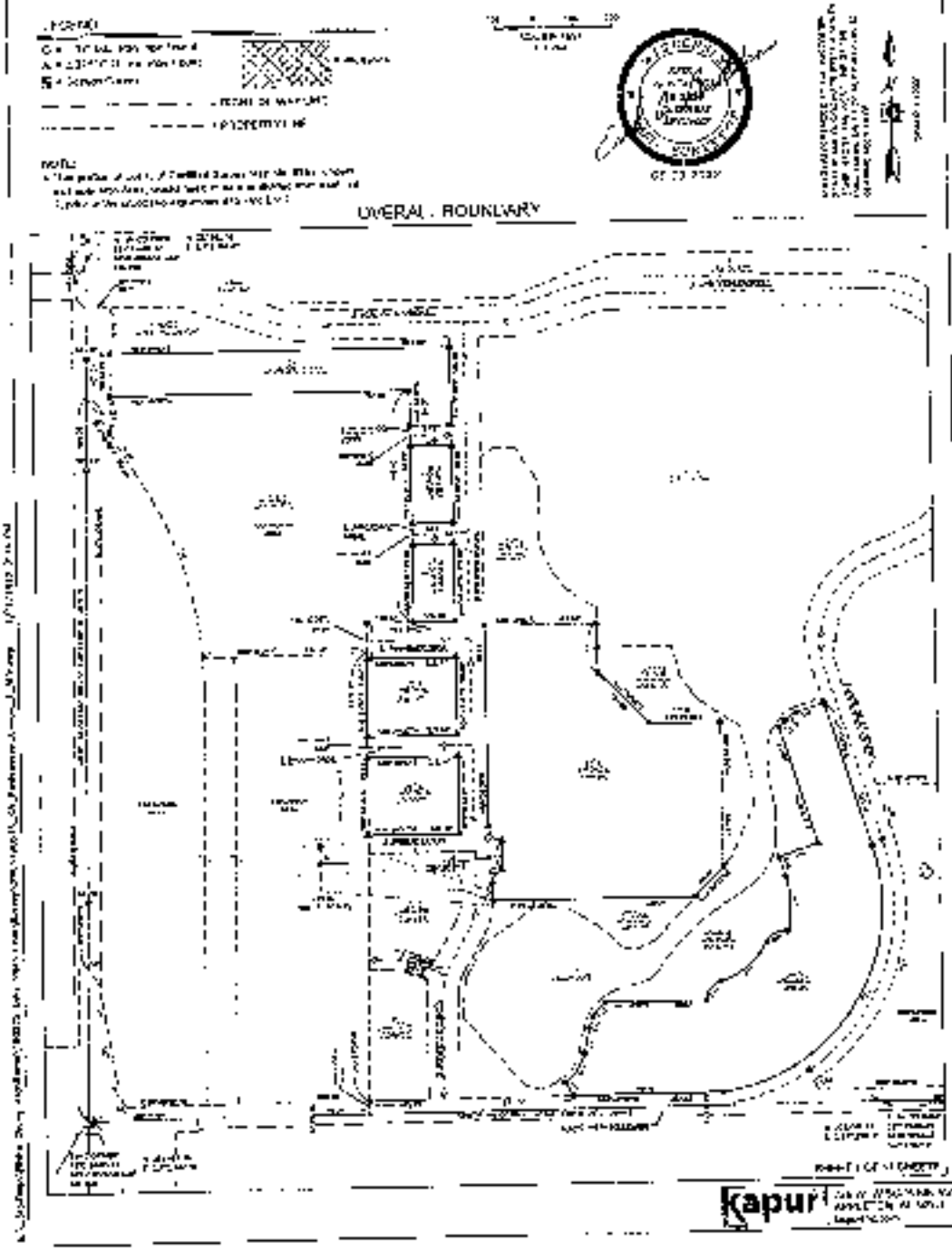
EXHIBIT B

CONDOMINIUM PLAT

Viewers are advised to ignore the illegible text, drawings, and maps on the following pages of this document. They are presented to show spatial relationships only.

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-20, and Units 1-21 and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded with the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 8355, recorded as Document No. 11174927, in the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



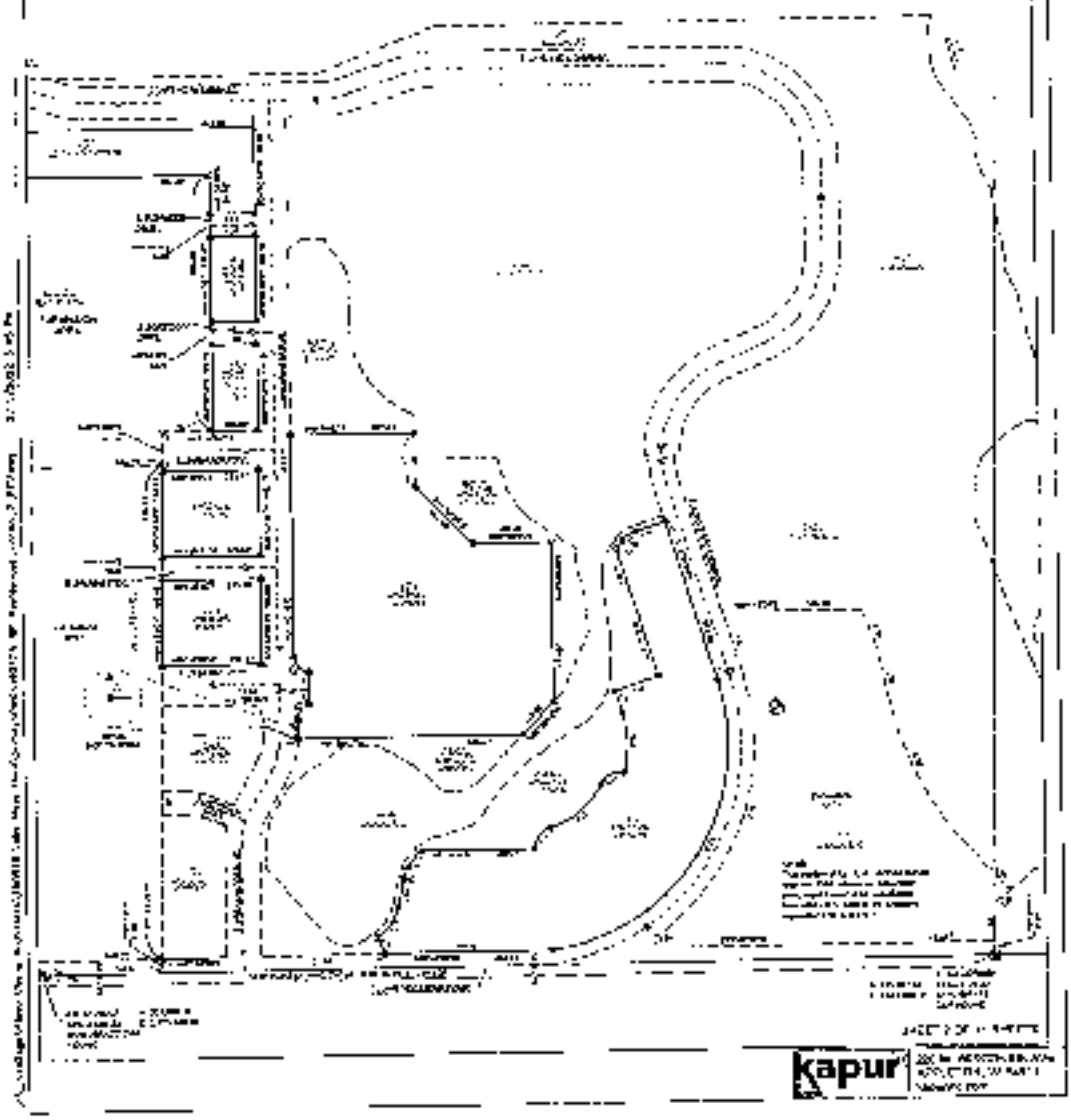
The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-5 and Units 17-21 and the Clubhouse all being a part of Lakeshore Commons Manor Condominium, an Expandable Condominium, as recorded with the Milwaukee County Registry and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9055, recorded as Document No. 10179857, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 23 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin

LEGEND

NOTES:

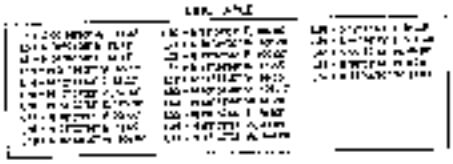
OVERALL BOUNDARY



kapur

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

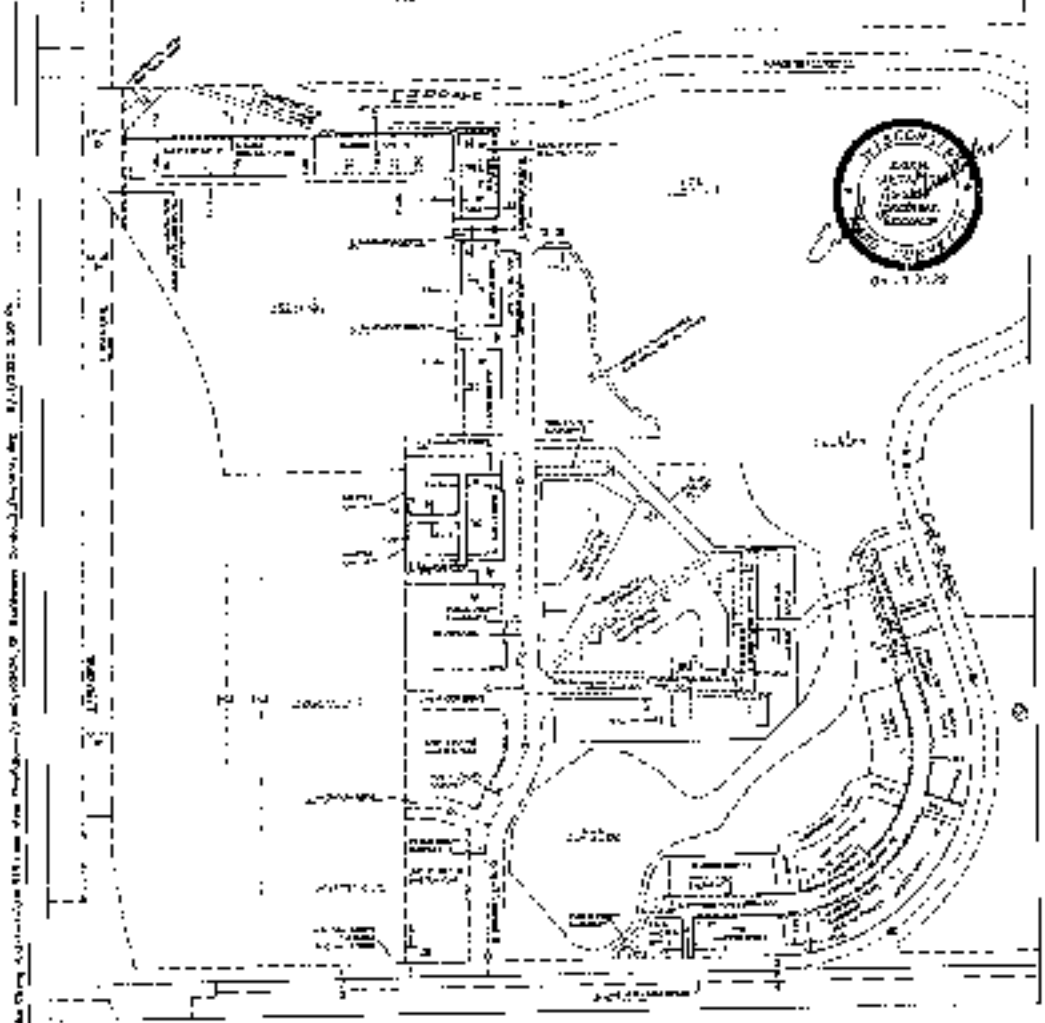
Units 1-5, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded with the Milwaukee County Registry, and part of Lot 1 and all of Outlot 1 of Certified Survey Map No. 9354, recorded as Document No. 11174907 of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6 and Units 11-21 and the Clubhouse, all being a part of the Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded with the Milwaukee County Registry and part of Lot 1, and all of Certified Survey Map No. 9356, recorded as Document No. 11174057 of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

EASEMENTS

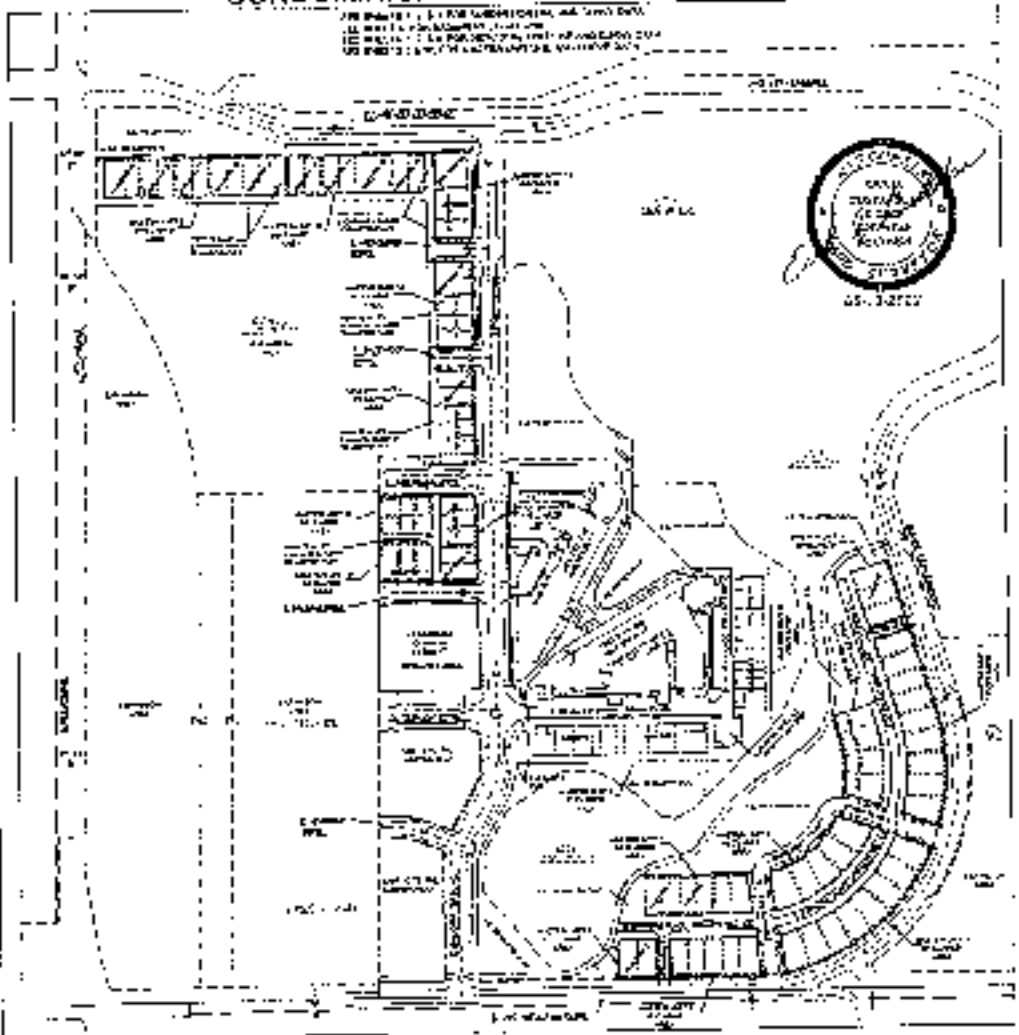


kapur

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-24, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as indexed within the Milwaukee County Registry and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355 recorded as Document No. 11174987 of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

CONDOMINIUM MASTER UNITS LAYOUT



kapur

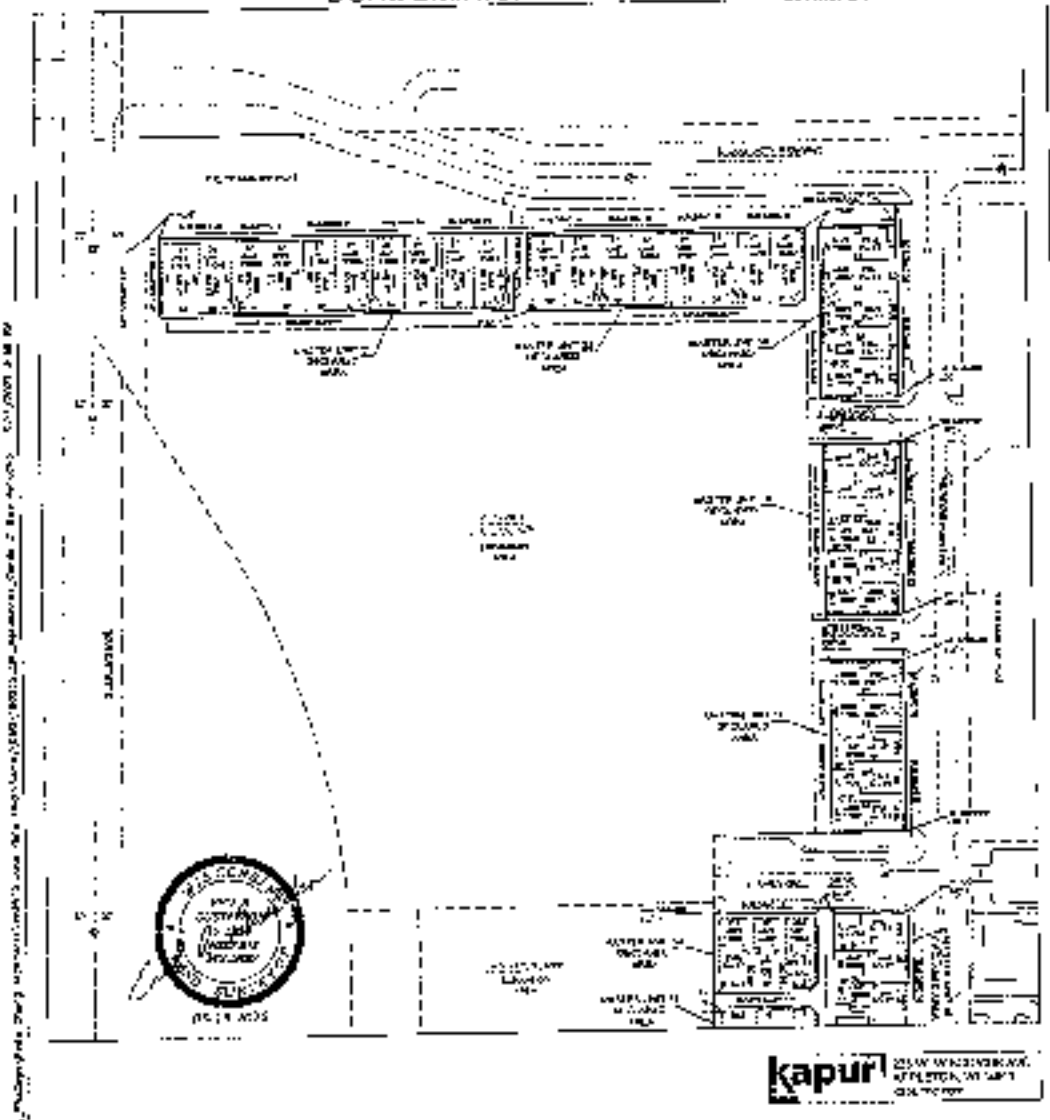
The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6 and Units 1-24 and the Clubhouse, all being a part of Lakeshore Commons Master Condominium an Expandable Condominium as recorded with the Milwaukee County Register and part of Lot 1, and all of Outlot 1 of Certified Survey Map No. 7055, recorded as Document No. 11174557 of the Milwaukee County Register and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

LEGEND

CONDOMINIUM UNIT LAYOUTS

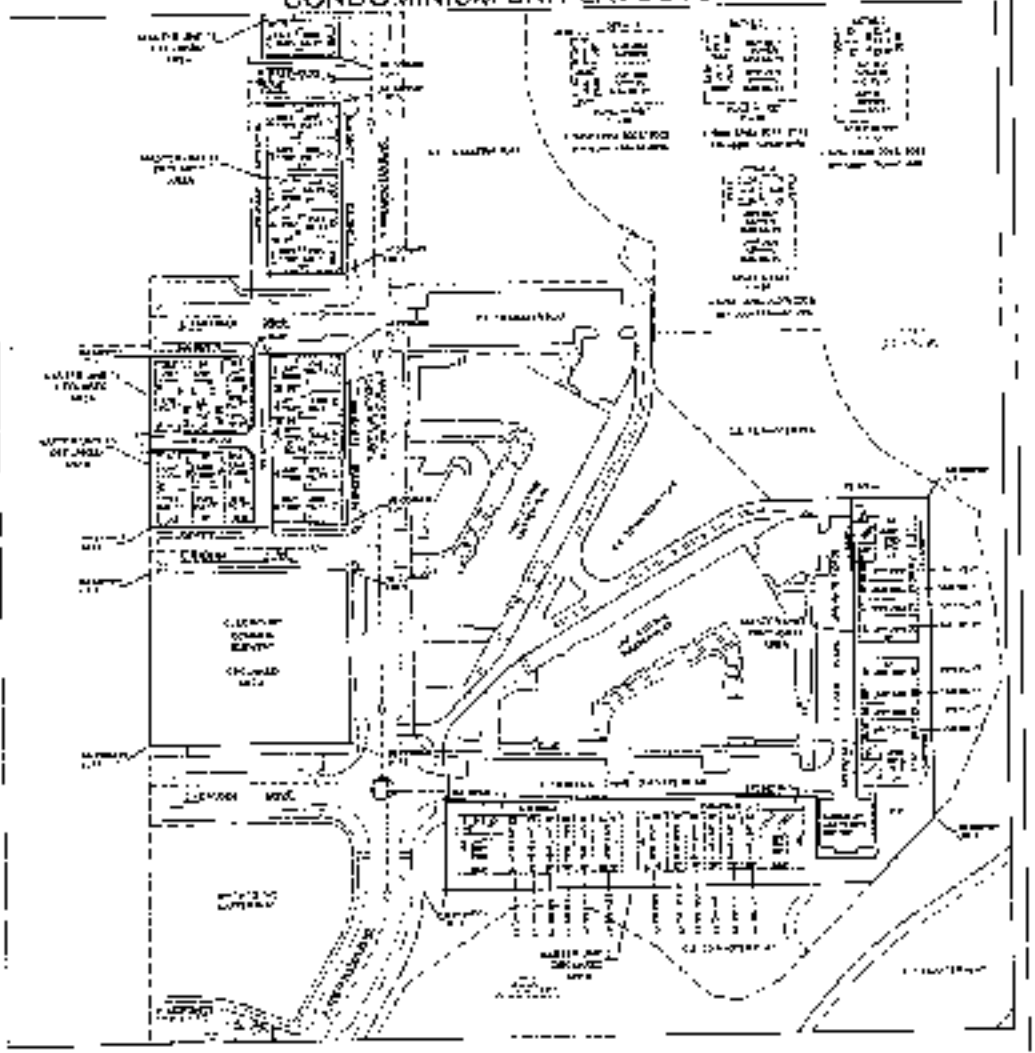


kapur

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6 and Units 11-21 and the Clubhouse, all being a part of the Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355 recorded as Document No. 11174987 of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin

CONDOMINIUM UNIT LAYOUTS



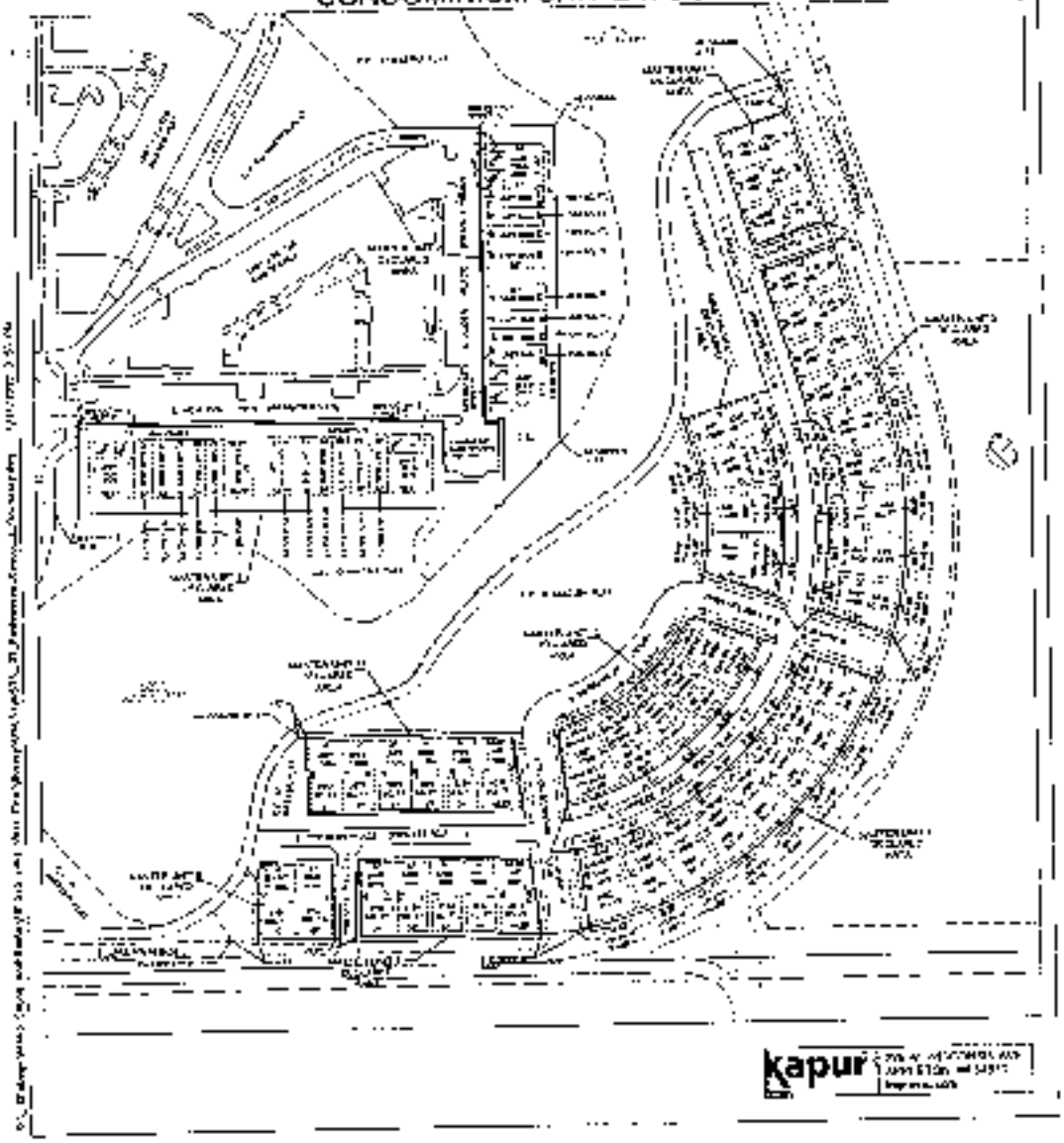
The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-4, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9365, recorded as Document No. 10174087, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

LEGEND:

CONDOMINIUM UNIT LAYOUTS



kapur

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6 and Units 11-21 and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355 recorded as Document No. 11174957, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

MASTER UNIT DETAILS

MASTER UNIT 1
12,150 SQ. FT.

MASTER UNIT 2
78,820 SQ. FT.

MASTER UNIT 3
39,084 SQ. FT.

MASTER UNIT 4
37,035 SQ. FT.

MASTER UNIT 5
18,528 SQ. FT.

MASTER UNIT 6
2,009 SQ. FT.

MASTER UNIT 11
22,418 SQ. FT.

MASTER UNIT 12
23,314 SQ. FT.

C46
CURVE DATA
R = 120.00'
L = 6.83'
Δ = 03°15'24"
CH. B. = N21°30'07"E
CH. = 6.83'

C47
CURVE DATA
R = 120.00'
L = 157.57'
Δ = 75°15'18"
CH. B. = N59°53'23"E
CH. = 146.39'

C48
CURVE DATA
R = 328.00'
L = 265.16'
Δ = 46°19'23"
CH. B. = S50°34'05"W
CH. = 257.95'

C49
CURVE DATA
R = 180.00'
L = 261.09'
Δ = 83°05'16"
CH. B. = N58°39'01"E
CH. = 238.41'

C45
CURVE DATA
R = 120.00'
L = 64.07'
Δ = 30°35'34"
CH. B. = N31°13'03"E
CH. = 63.32'

C41
CURVE DATA
R = 380.00'
L = 215.05'
Δ = 32°25'49"
CH. B. = N01°06'40"W
CH. = 212.22'

C42
CURVE DATA
R = 370.00'
L = 277.39'
Δ = 43°00'00"
CH. B. = S20°43'07"E
CH. = 270.84'

SEE SHEET 2 FOR CURVE DATA

SEE SHEET 3 FOR LINE DATA

SEE SHEET 4 FOR LINE DATA

SEE SHEET 5 FOR LINE DATA

SEE SHEET 6 FOR LINE DATA

SEE SHEET 7 FOR LINE DATA

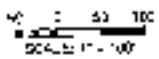
SEE SHEET 8 FOR LINE DATA

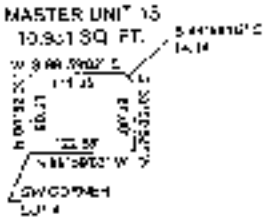
SEE SHEET

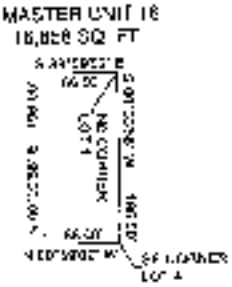
The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

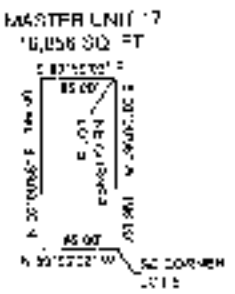
Units 1-6, and Units 11-21, and the Clubhouse, all being a part of the Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded with the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11074367, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

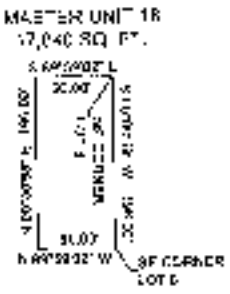
MASTER UNIT DETAILS

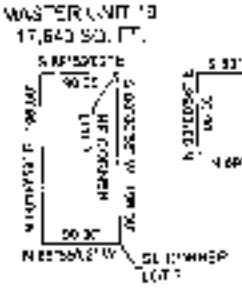


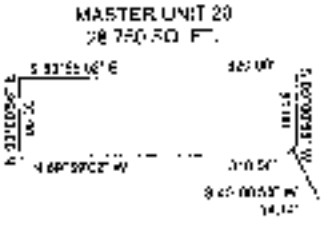


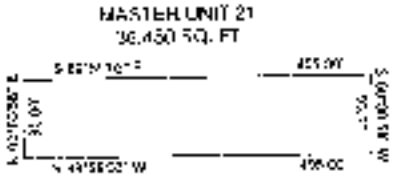


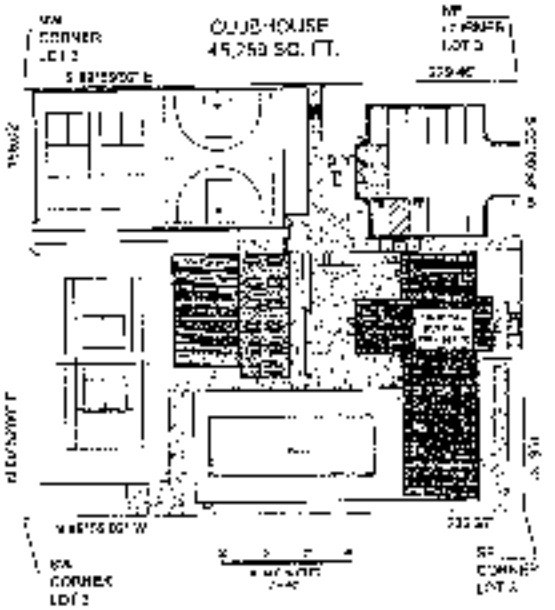












CA2
CURVE DATA
R = 329.40'
L = 121.55'
Δ = 20°42'41"
CH. B = N88°19'58"W
CH. = 120.87'

CA3
CURVE DATA
R = 170.00'
L = 185.68'
Δ = 62°34'55"
CH. B = S31°34'03"E
CH. = 176.57'

kapur

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded with the Milwaukee County Registry, and part of Lot 1 and all of Outlot 1, of Certified Survey Map No. 8165, recorded as Document No. 11174987, in the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 21, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

[illegible]

[illegible]

[illegible]

[illegible]

STATE OF WISCONSIN)
[illegible]

I, [illegible], Professional Land Surveyor, do hereby certify that by the direction of the Declarant, I caused [illegible], that the monuments and markers have been correctly placed as shown, and that the identification and location of each unit and common area can be determined from this plat.

[illegible]

[illegible]

[illegible]

[illegible]

EXHIBIT C

EXPANSION REAL ESTATE

Expansion Real Estate Owned by City of Oak Creek:

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9355 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON OCTOBER 14, 2021, AS DOCUMENT NUMBER 11174987, BEING A PART OF GOVERNMENT LOTS 3 & 4, AND THE WEST 1/2 OF THE FRACTIONAL SOUTHWEST 1/4, OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, FURTHER DESCRIBED AS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, OF CERTIFIED SURVEY MAP NO.9355; THENCE S 89°46'26" W, ALONG THE NORTH LINE OF E. LAKE VISTA BLVD, 781.07'; THENCE N 29°45'50" W, ALONG SAID NORTH LINE, 24.61 FEET TO THE EAST LINE OF S. LAKE VISTA PARKWAY AND A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, AND ALONG SAID EAST LINE, 690.21 FEET, SAID CURVE HAVING A RADIUS OF 530.00 FEET AND A CHORD BEARING N 19°41'02" E, 642.46 FEET; THENCE N 17°37'25" W, ALONG SAID EAST LINE, 144.06 FEET; THENCE N 89°46'26" E, 320.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT 130.88 FEET, SAID CURVE HAVING A RADIUS OF 499.00 FEET AND A CHORD BEARING S 20°12'42" E, 130.51 FEET; THENCE S 12°41'51" E, 84.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT 413.85 FEET, SAID CURVE HAVING A RADIUS OF 751.00 FEET AND A CHORD BEARING S 28°29'03" E, 408.63 FEET; THENCE S 44°16'15" E, 114.39 FEET TO A SOUTHEASTERLY LINE OF SAID LOT 1, OF CERTIFIED SURVEY MAP NO 9355 ; THENCE S 51°37'44" W, ALONG SAID SOUTHEASTERLY LINE, 46.86 FEET; THENCE S 00°52'44" WEST, ALONG AN EASTERLY LINE OF SAID LOT 1, 86.81 FEET TO THE POINT OF BEGINNING

FOR INFORMATIONAL PURPOSES ONLY:
PROPERTY ADDRESS: 4060 EAST LAKE VISTA BOULEVARD
PART OF TAX PARCEL NOS. 868-9993-001 AND 868-9996-002 (NEW TAX KEY NO. 868-9003-000 NOT YET ASSESSED)

AND

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 9355 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON OCTOBER 14, 2021, AS DOCUMENT NUMBER 11174987, BEING A PART OF GOVERNMENT LOTS 3 & 4, AND THE WEST 1/2 OF THE FRACTIONAL SOUTHWEST 1/4, OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:
PROPERTY ADDRESS: 9116 SOUTH 5TH AVENUE
PART OF TAX PARCEL NO. 868-9996-002 (NEW TAX KEY NO. 868-9006-000 NOT YET ASSESSED)

Expansion Real Estate Owned by Edison M. Boerke Family Trust:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS.
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; RUNNING THENCE NORTH 89° 46' 05" EAST ALONG THE SOUTH LINE OF SAID SECTION, 379.29 FEET TO A POINT; THENCE NORTH 00° 51' 52" EAST, 35.01 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD AND THE POINT OF BEGINNING; THENCE NORTH 00° 51' 52" EAST, 1039.05 FEET TO A POINT; THENCE NORTHWESTERLY 86.40 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 1040.00 FEET AND WHOSE CHORD BEARS NORTH 01° 30' 56" WEST, 86.38 FEET TO A POINT; THENCE NORTH 89° 46' 05" EAST, 342.01 FEET TO A POINT; THENCE SOUTH 00° 51' 52" WEST, 1125.43 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD, THENCE SOUTH 89° 46' 05" WEST ALONG THE NORTH LINE, 338.42 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 SECTION, 1824.41 FEET TO A POINT; THENCE SOUTH 39° 00' EAST, 265.00 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 960.00 FEET WITH ITS CENTER TO THE SOUTHWEST AND A CHORD WHICH BEARS SOUTH 16° 30' EAST, MEASURING 544.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION, 1073.90 FEET TO A POINT IN THE SOUTH LINE OF SAID 1/4 SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 299.28 FEET TO THE PLACE OF COMMENCEMENT. IT BEING THE INTENTION TO CONVEY HEREBY A PARCEL OF LAND LYING BETWEEN THE WEST LINE OF SAID 1/4 SECTION AND THE WESTERLY LINE OF LANDS CONVEYED TO THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY BY THE NEWPORT COMPANY BY DEED DATED JANUARY 13, 1930 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, MILWAUKEE COUNTY, IN VOLUME 1309 OF DEEDS, PAGE 451, DOCUMENT NO. 1773917.

EXCEPTING THEREFROM THOSE PARTS LYING WITHIN THE RIGHTS OF WAY OF SOUTH 5TH AVENUE AND EAST RYAN ROAD.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED IN TRUSTEE'S DEED RECORDED OCTOBER 12, 2015 AS DOCUMENT NO. 10506605.

AND

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 89° 46' 05" EAST ALONG THE SOUTH LINE OF SAID SECTION, 379.29 FEET TO A POINT; THENCE NORTH 00° 51' 52" EAST, 35.01 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89° 46' 05" WEST ALONG SAID NORTH LINE, 80.01 FEET TO A POINT; THENCE NORTH 00° 51' 52" EAST, 1040.59 FEET TO A POINT; THENCE NORTHWESTERLY 84.88 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 960.00 FEET AND WHOSE CHORD BEARS NORTH 01° 40' 07" WEST, 84.85 FEET TO A POINT; THENCE NORTH 89° 46' 05" EAST 80.18 FEET TO A POINT; THENCE SOUTHEASTERLY 86.40 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 1040.00 FEET AND WHOSE CHORD BEARS SOUTH 01° 20' 56" EAST, 86.38 FEET TO A POINT; THENCE SOUTH 00° 51' 52" WEST, 1039.05 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD AND THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:
PART OF TAX PARCEL NO.: 868-9994-002

EXHIBIT D

PERCENTAGE INTERESTS IN COMMON ELEMENTS

Unit Number	Percentage Interest	Number of Votes
1001	0.8772%	1
1002	0.8772%	1
1003	0.8772%	1
2001	0.8772%	1
2002	0.8772%	1
2003	0.8772%	1
2004	0.8772%	1
2005	0.8772%	1
2006	0.8772%	1
2007	0.8772%	1
2008	0.8772%	1
2009	0.8772%	1
2010	0.8772%	1
2011	0.8772%	1
2012	0.8772%	1
2013	0.8772%	1
2014	0.8772%	1
2015	0.8772%	1
2016	0.8772%	1
2017	0.8772%	1
2018	0.8772%	1
2019	0.8772%	1
2020	0.8772%	1
2021	0.8772%	1
2022	0.8772%	1
2023	0.8772%	1
2024	0.8772%	1
2025	0.8772%	1
2028	0.8772%	1
3001	0.8772%	1
3002	0.8772%	1
3003	0.8772%	1
3004	0.8772%	1
3005	0.8772%	1
3006	0.8772%	1
3007	0.8772%	1
3008	0.8772%	1
3009	0.8772%	1
4001	0.8772%	1
4002	0.8772%	1

Unit Number	Percentage Interest	Number of Votes
4003	0.8772%	1
4004	0.8772%	1
4005	0.8772%	1
4006	0.8772%	1
4007	0.8772%	1
4008	0.8772%	1
5001	0.8772%	1
5002	0.8772%	1
5003	0.8772%	1
5004	0.8772%	1
5005	0.8772%	1
6001	0.8772%	1
6002	0.8772%	1
11001	0.8772%	1
11002	0.8772%	1
11003	0.8772%	1
11004	0.8772%	1
11005	0.8772%	1
11006	0.8772%	1
12001	0.8772%	1
12002	0.8772%	1
12003	0.8772%	1
12004	0.8772%	1
12005	0.8772%	1
13001	0.8772%	1
13002	0.8772%	1
13003	0.8772%	1
13004	0.8772%	1
14001	0.8772%	1
14002	0.8772%	1
14003	0.8772%	1
15001	0.8772%	1
15002	0.8772%	1
15003	0.8772%	1
16001	0.8772%	1
16002	0.8772%	1
16003	0.8772%	1
16004	0.8772%	1
16005	0.8772%	1
17001	0.8772%	1
17002	0.8772%	1
17003	0.8772%	1
17005	0.8772%	1
18001	0.8772%	1

Unit Number	Percentage Interest	Number of Votes
18002	0.8772%	1
18003	0.8772%	1
18004	0.8772%	1
18005	0.8772%	1
19001	0.8772%	1
19002	0.8772%	1
19003	0.8772%	1
19004	0.8772%	1
19005	0.8772%	1
20001	0.8772%	1
20002	0.8772%	1
20003	0.8772%	1
20004	0.8772%	1
20005	0.8772%	1
20006	0.8772%	1
20007	0.8772%	1
20008	0.8772%	1
21001	0.8772%	1
21002	0.8772%	1
21003	0.8772%	1
21004	0.8772%	1
21005	0.8772%	1
21006	0.8772%	1
21007	0.8772%	1
21008	0.8772%	1
21009	0.8772%	1
21010	0.8772%	1
TOTAL	**100%**	**114**

- Single-Family Units are Unit Nos. 1003, 3001-3009, 4001-4008, 5001-5005, 11005, 11006, and 12001-12005.
- Villa Units are Unit Nos. 1001, 1002, 6001, 6002, 11001-11004, 13001-13004, 14001-14003, 15001-15003, 16001-16005, 17001-17005, 18001-18005, 19001-19005, 20001-20008, and 21001-21010.
- Townhome Units are Unit Nos. 2001-2028

EXHIBIT E

SITE PLAN OF EXPANSION REAL ESTATE

A color copy is available in the City Clerk's Office

LAKESHORE COMMONS
MASTER SITE PLAN
6/27/2022

Register of Deeds
Milwaukee County
Israel Ramón • Register of Deeds

DOC # 11268403
RECORDED:
07 22 2022 01:07 PM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00

PLAT

PLAT NAME: The Residences and Clubhouse at Lakeshore Commons Condominium

DOC# 11268403

DATE: 7-22-22

Number of Pages: 11 pages

Courthouse, Room 103 • 901 N 9th Street • Milwaukee, WI 53233 • (414) 278-4021 • Fax (414) 223-1257

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-8, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND:

- = 1" O.D. Iron Pipe Found
- = 2 1/2" O.D. Iron Pipe Found
- = Section Corner
- = Wetlands
- = RIGHT-OF-WAY LINE
- = PROPERTY LINE

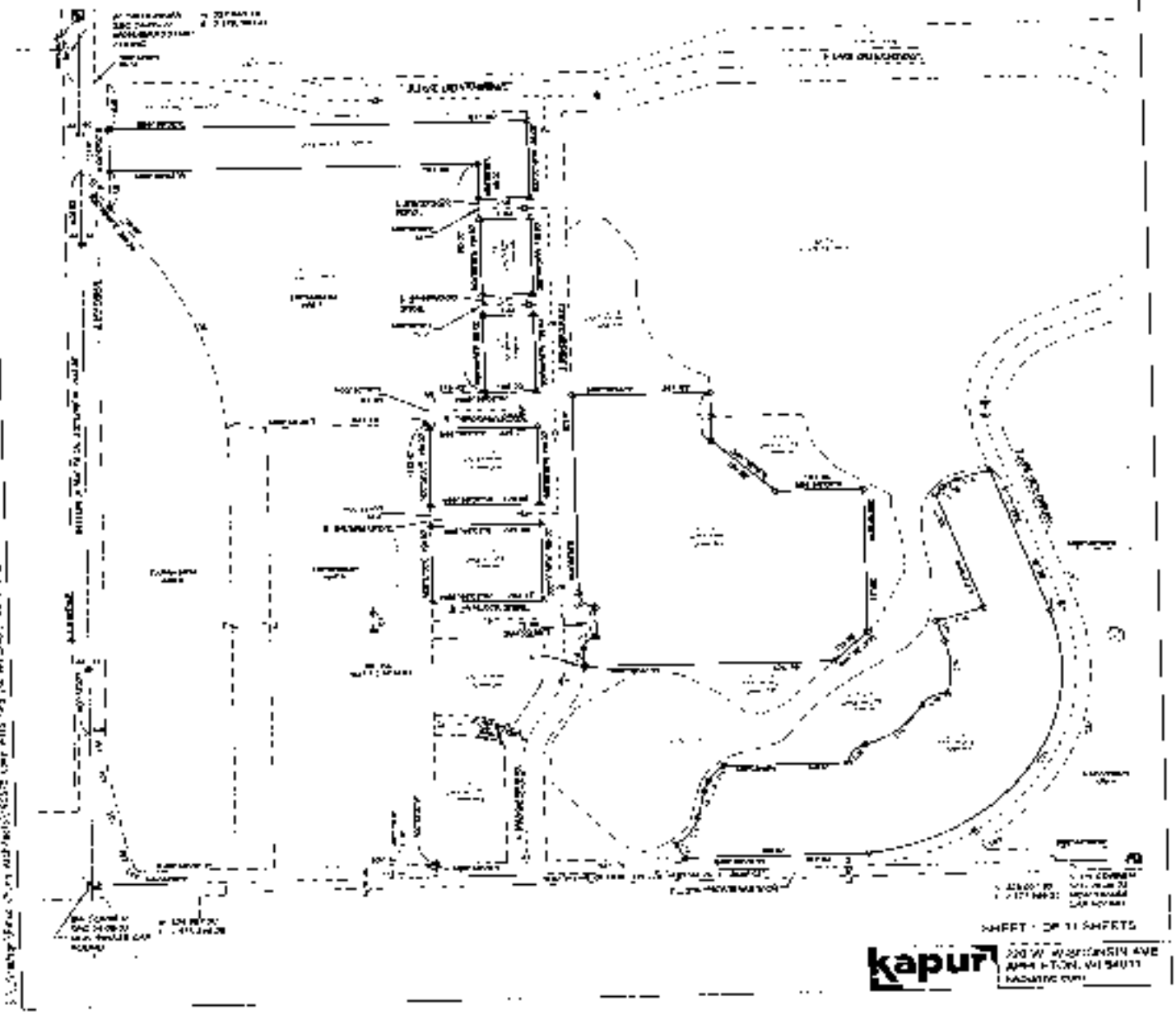
NOTE:

- That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be split-divided from said Lot 1, prior to the proposed expansion of said Lot 1.

WISCONSIN

05-13-2022

OVERALL BOUNDARY



SHEET 1 OF 11 SHEETS

kapur

320 W. Wisconsin Ave
Appleton, WI 54911

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND

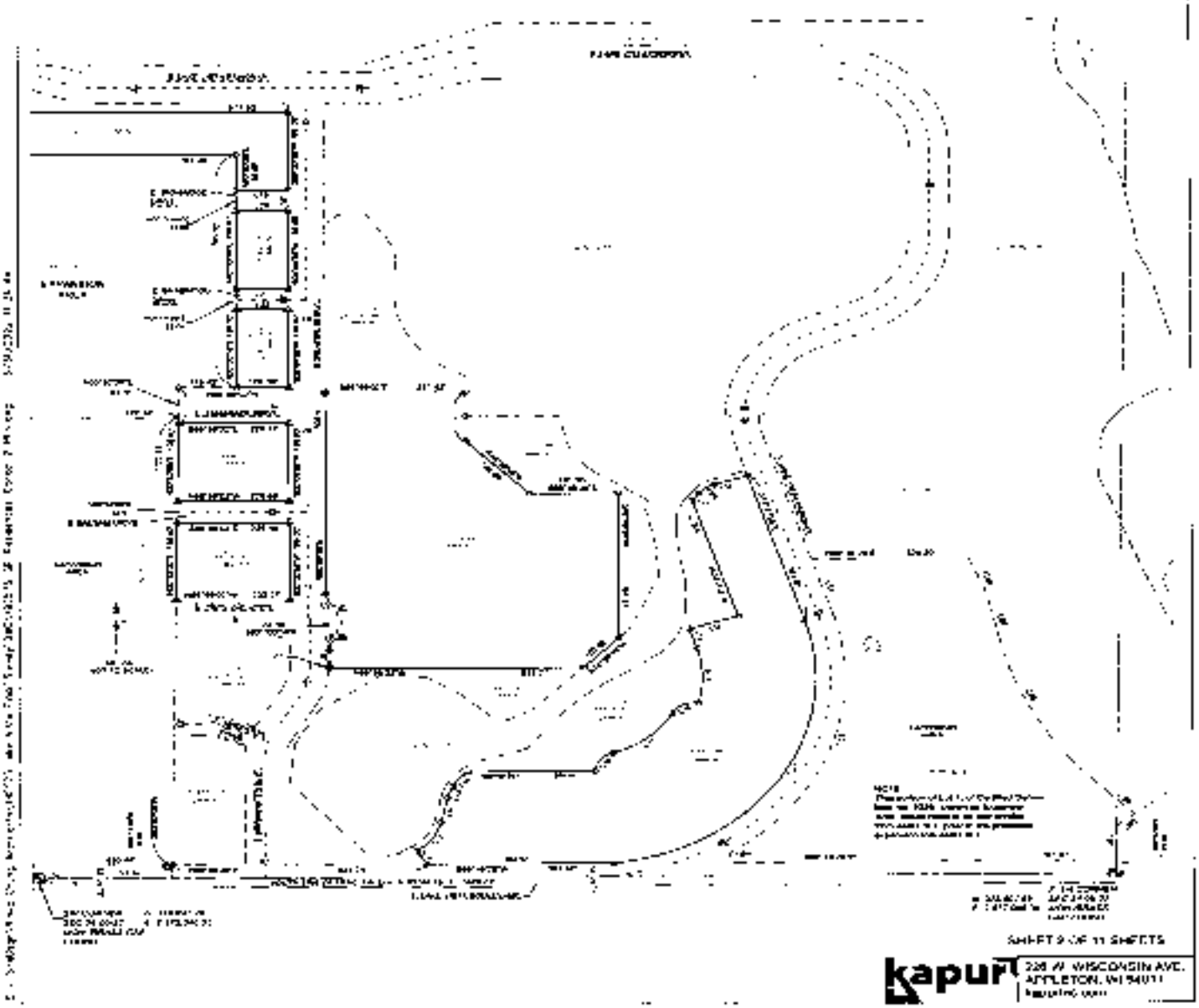
- = 1" O.D. Iron Pipe Found
- = 2.375" O.D. Iron Pipe Found
- = Section Corner
- = Meander
- = RIGHT-OF-WAY LINE
- = PROPERTY LINE

NOTE

SCALE IN FEET

03-13-2024

OVERALL BOUNDARY



SHEET 2 OF 11 SHEETS

kapur

226 W. WISCONSIN AVE.
APPLETON, WI 54911

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355 recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

CURVE CHART

C1	C2	C3	C4	C5	C6	C7
CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA
R = 166.00'	R = 51.00'	R = 34.00'	R = 51.00'	R = 33.00'	R = 50.00'	R = 83.00'
L = 8.00'	L = 49.06'	L = 46.06'	L = 46.33'	L = 38.13'	L = 50.18'	L = 83.41'
CH = S 71°47'58" E	CH = S 84°30'38" E	CH = S 83°14'56" W	CH = S 61°30'56" W	CH = N 72°12'34" E	CH = S 89°10'49" E	CH = S 89°11'23" E
CB = 8.00'	CB = 47.36'	CB = 44.23'	CB = 44.53'	CB = 36.82'	CB = 48.13'	CB = 82.53'

C11	C12	C13	C14	C15	C16	C17
CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA
R = 166.00'	R = 83.00'	R = 208.00'	R = 83.00'	R = 417.00'	R = 166.00'	R = 330.00'
L = 151.19'	L = 69.46'	L = 70.62'	L = 27.67'	L = 167.88'	L = 151.19'	L = 190.61'
CH = N 64°39'53" E	CH = S 74°40'48" E	CH = S 87°34'49" W	CH = S 79°58'12" E	CH = N 79°10'41" E	CH = N 64°39'53" E	CH = N 77°47'56" E
CB = 146.00'	CB = 67.38'	CB = 70.27'	CB = 27.55'	CB = 167.37'	CB = 146.00'	CB = 187.97'

C18	C19	C20	C21	C22	C23
CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA
R = 83.00'	R = 208.00'	R = 83.00'	R = 417.00'	R = 166.00'	R = 330.00'
L = 69.46'	L = 70.62'	L = 27.67'	L = 167.88'	L = 151.19'	L = 190.61'
CH = S 74°40'48" E	CH = S 87°34'49" W	CH = S 79°58'12" E	CH = N 79°10'41" E	CH = N 64°39'53" E	CH = N 77°47'56" E
CB = 67.38'	CB = 70.27'	CB = 27.55'	CB = 167.37'	CB = 146.00'	CB = 187.97'

C24	C25
CURVE DATA	CURVE DATA
R = 166.00'	R = 417.00'
L = 8.00'	L = 167.88'
CH = S 71°47'58" E	CH = N 79°10'41" E
CB = 8.00'	CB = 167.37'

LINE TABLE

L1 = S 00°00'00" W, 17.00'	L21 = N 90°00'00" W, 139.00'	L41 = S 90°00'00" E, 16.00'
L2 = N 90°00'00" E, 83.00'	L22 = S 90°00'00" E, 109.00'	L42 = S 90°00'00" W, 49.00'
L3 = N 90°00'00" E, 39.00'	L23 = S 90°00'00" E, 109.00'	L43 = S 00°00'00" W, 80.00'
L4 = S 00°00'00" W, 44.00'	L24 = N 90°00'00" W, 31.00'	L44 = S 90°00'00" W, 80.00'
L5 = N 90°00'00" W, 31.00'	L25 = N 00°00'00" E, 44.00'	L45 = N 90°00'00" W, 29.00'
L6 = S 00°00'00" E, 44.00'	L26 = N 90°00'00" W, 31.00'	
L7 = N 90°00'00" W, 43.00'	L27 = S 00°00'00" W, 131.00'	
L8 = N 00°00'00" E, 133.00'	L28 = N 90°00'00" W, 88.00'	
L9 = N 90°00'00" E, 32.00'	L29 = N 00°00'00" E, 75.00'	
L10 = N 00°00'00" E, 16.00'	L30 = N 90°00'00" W, 32.00'	
L11 = N 90°00'00" W, 108.00'	L31 = N 00°00'00" E, 16.00'	

05-13-2022

kapur

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9555, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin

NOTES

- All areas within the condominium boundary are Common Elements (C.E.) unless depicted as "Limited Common Elements" (L.C.E.). Private roads and alleys, as shown, are C.E.
- Limited Common Elements are denoted, to the extent possible on the plat as "L.C.E."
- The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium of The Residences and Clubhouse at Lakeshore Commons Condominium, recorded simultaneously with this plat.
- That portion of Lot 1 of Certified Survey Map No. 9555, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion and said Lot 1.
- See Sheets 8-10, for unit dimensions and areas.
- All of the units are building pad boundaries.
- The Clubhouse is the entirety of Lot 3.
- Field work completed on November 30, 2020.
- Public Utility Easements shown hereon are per the Lakeshore Commons Subdivision Plat.

LEGEND

M.W.E. = Municipal Water Main Easement

P.U.E. = Public Utility Easement

M.U.E. = Municipal Utility Easement

= RIGHT-OF-WAY LINE

= PROPERTY LINE

= Wetlands

BEARINGS ARE REFERENCED TO THE WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, AND ARE THE WEST LINE OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 24, T5N, R22E, WHICH BEARS S 00°11'11" E

SCALE: 1" = 200'

EASEMENTS

SEE SHEETS 7, 8, 9 FOR BOUNDARY AND MONUMENT DATA

05-17-2022

kapur 328 W. WISCONSIN AVE APPLETON, WI 54911 kapur.com

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES
- All areas within the condominium boundary are Common Elements (C.E.) unless denoted as "Unit" or "L.C.E." Private roads and alleys are shown as C.E.
- Limited Common Elements are depicted, to the extent possible on this plat as "L.C.E.".
- The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium of The Residences and Clubhouse at Lakeshore Commons Condominium, recorded simultaneously with this plat.
- That portion of Lot 1 of Certified Survey Map No. 9355, known as Expansion Area, shall need to be replatted from Area 1 to Unit 1 prior to the proposed expansion into Area 1.
- See Sheets 8-10 for unit dimensions and areas.
- All of the units are building plan numbers.
- The Clubhouse is the entirety of Unit 1.
- Field work completed on November 30, 2020.

LEGEND

C.E. = Common Element
L.C.E. = Limited Common Element
= RIGHT-OF-WAY LINE
= PROPERTY LINE
= Wetlands

CONDOMINIUM MASTER UNITS LAYOUT

05-17-2022

kapur

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

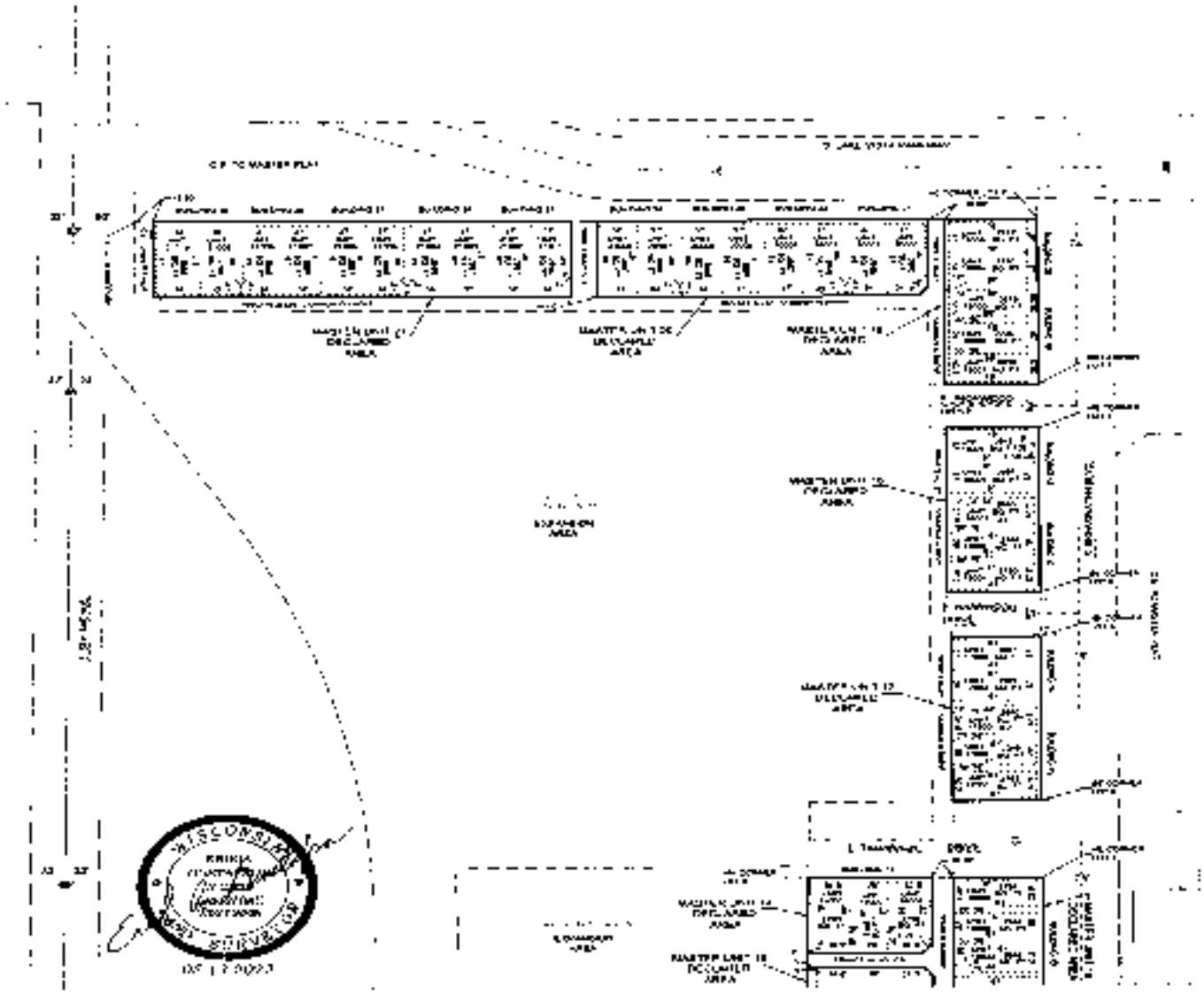
NOTES
- All areas within the condominium boundary are Common Elements (C.E.) unless depicted as "Limited Common Elements (L.C.E.)". Private roads and alleys, as shown, are C.E.
- Limited Common Elements are depicted to the extent possible on this plat as "L.C.E."
- The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium of The Residences and Clubhouse at Lakeshore Commons Condominium, recorded simultaneously with this plat.
- That portion of Lot 1 of Certified Survey Map No. 9355 shown as Expansion Area would need to be subdivided from said Lot 1 prior to the proposed expansion into said Lot 1.
- All unit lines are bounding pad boundaries
- The Clubhouse is the entirety of Lot 3
- Field work completed on November 30, 2020

LEGEND

C.E. = Common Element
L.C.E. = Limited Common Element
= RIGHT-OF-WAY LINE
= PROPERTY LINE
= Wetlands

SCALE: 1" = 30'

CONDOMINIUM UNIT LAYOUTS


C.E. TO MASTER PLAT
MASTER UNIT 10 DECLARABLE AREA
MASTER UNIT 11 DECLARABLE AREA
MASTER UNIT 12 DECLARABLE AREA
EXPANSION AREA
MASTER UNIT 13 DECLARABLE AREA
MASTER UNIT 14 DECLARABLE AREA
MASTER UNIT 15 DECLARABLE AREA
MASTER UNIT 16 DECLARABLE AREA
MASTER UNIT 17 DECLARABLE AREA
MASTER UNIT 18 DECLARABLE AREA
MASTER UNIT 19 DECLARABLE AREA
MASTER UNIT 20 DECLARABLE AREA
MASTER UNIT 21 DECLARABLE AREA
EXPANSION AREA
EXPANSION AREA
EXPANSION

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:
- All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- Limited Common Elements are declared to the extent possible on this plat as "L.C.E."
- The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium of The Residences and Clubhouse at Lakeshore Commons Condominium, recorded simultaneously with this plat.
- That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- All of the units are building pad boundaries.
- The Clubhouse is the entirety of Lot 3.
- Field work completed on November 30, 2020.

LEGEND:

C.E. = Common Element

L.C.E. = Limited Common Element

= RIGHT-OF-WAY LINE

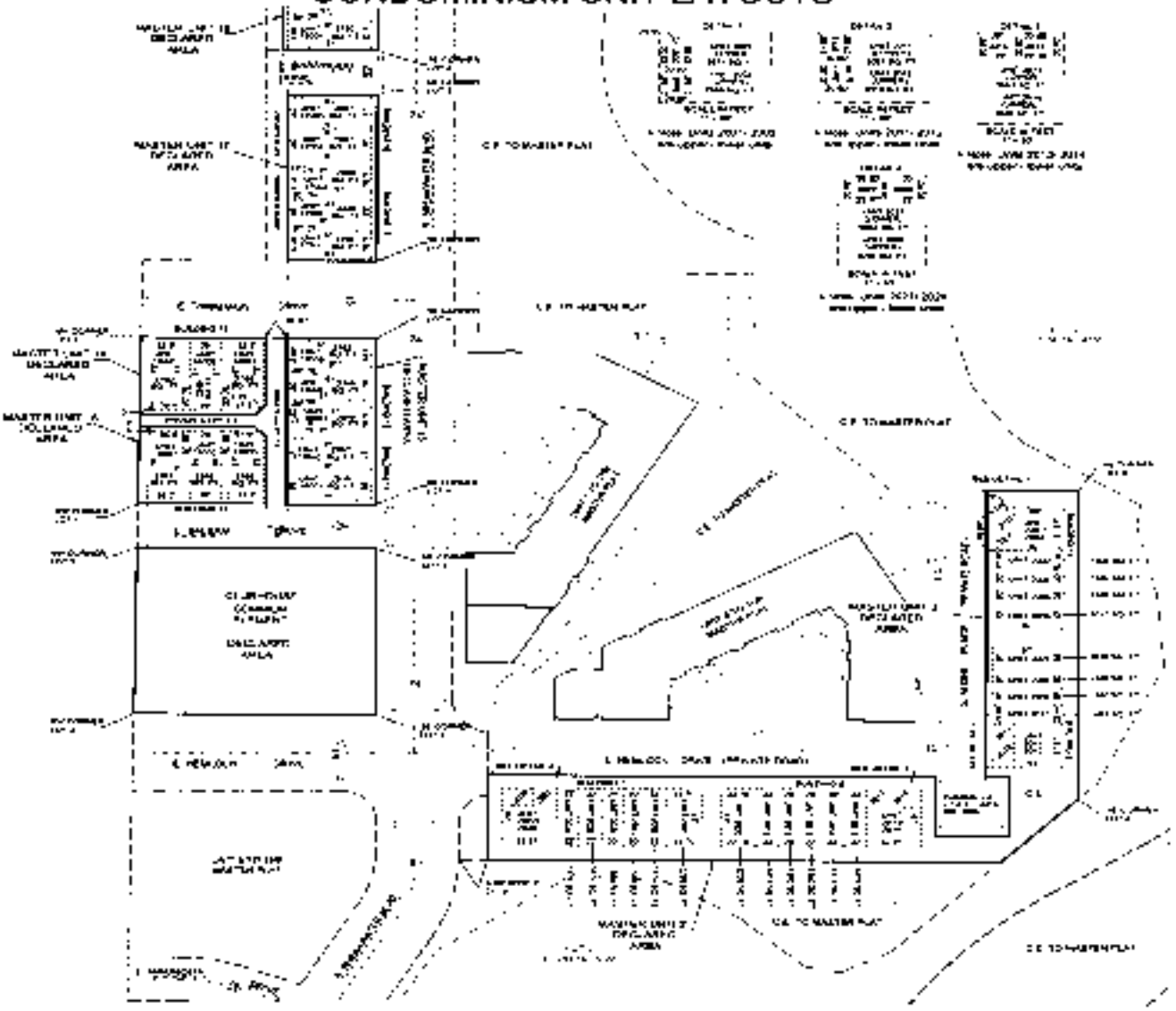
= PROPERTY LINE

= Variance

SCALE: 1"=60'

05-17-2022

CONDOMINIUM UNIT LAYOUTS



kapur
320 W. WISCONSIN AVE.
APPLETON, WI 54911

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-5, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES

- All areas within the condominium boundary are Common Elements (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- Limited Common Elements are depicted, to the extent possible on the plat as "L.C.E.".
- The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium of The Residences and Clubhouse at Lakeshore Commons Condominium, recorded simultaneously with this plat.
- That portion of Lot 1 of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1 prior to the proposed expansion into said Lot 1.
- All of the units are building pad boundaries.
- The Clubhouse is the entirety of Lot 3.
- Unit numbers completed on November 30, 2020.

WISCONSIN
ERIK J. CHRISTENSEN
S-2722
OAK CREEK
WISCONSIN
LAND SURVEYOR

05.13.2022

LEGEND

C.E. = Common Element
L.C.E. = Limited Common Element
— — — — — — = RIGHT OF WAY LINE
— — — — — — = PROPERTY LINE
· · · · · · = EASEMENT

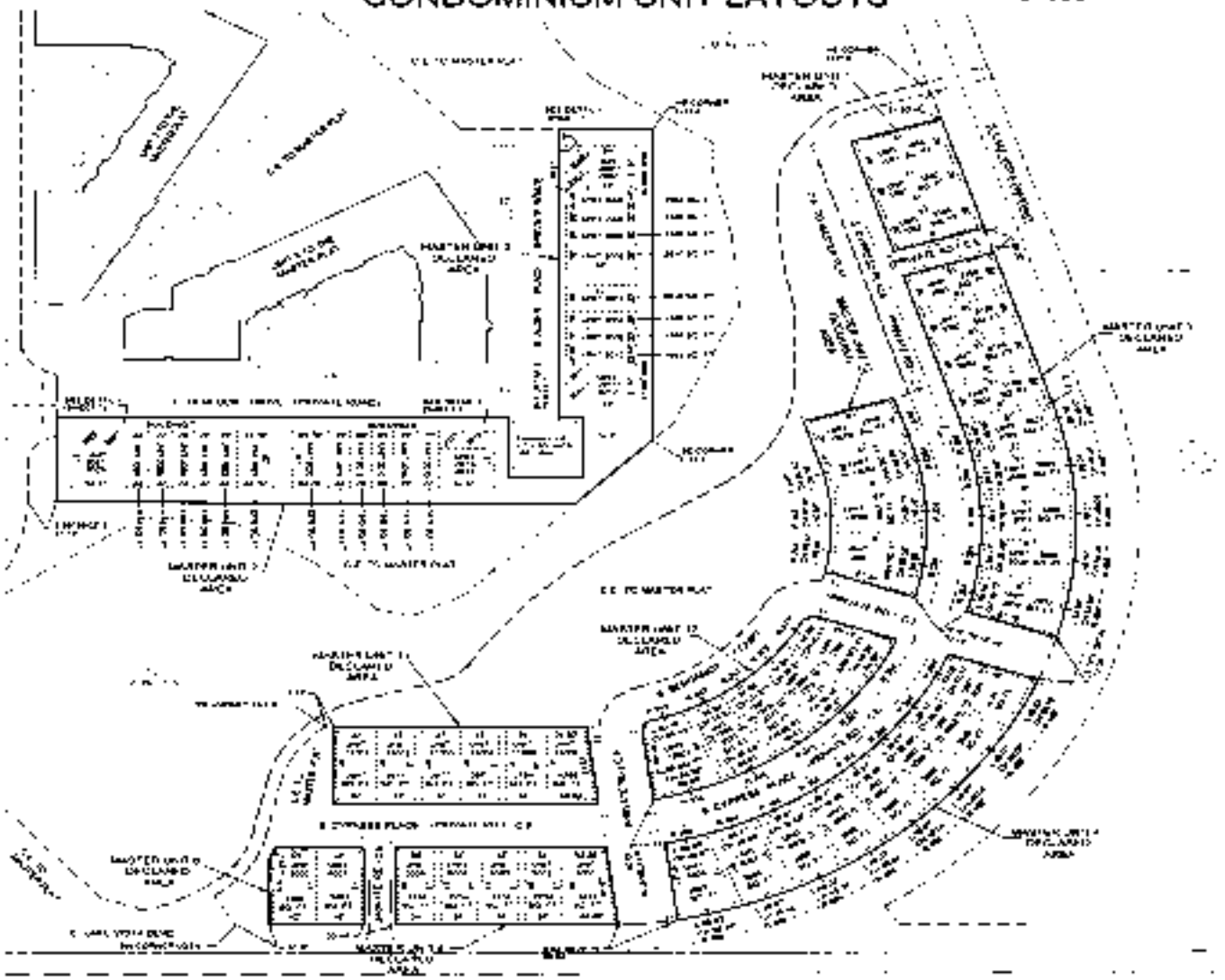
NORTH WEST QUARTER OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 24, T5N, R22E, 4TH P.M.

SOUTH WEST CORNER OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 24, T5N, R22E, 4TH P.M.

WEST LINE

80 0 80 160
SCALE IN FEET

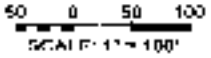
CONDOMINIUM UNIT LAYOUTS



kapur
925 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

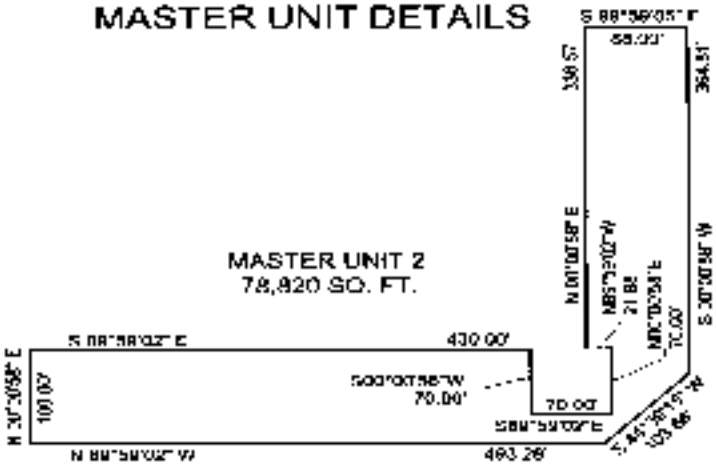
Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



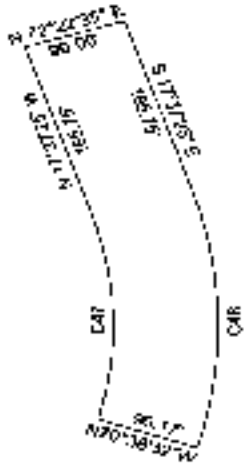
MASTER UNIT DETAILS

MASTER UNIT 1
12,150 SQ. FT.

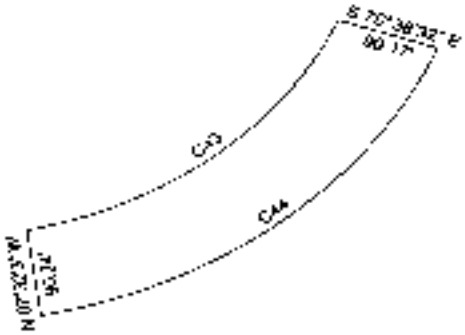
MASTER UNIT 2
78,920 SQ. FT.



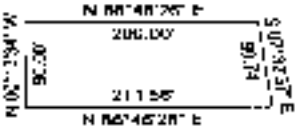
MASTER UNIT 3
39,064 SQ. FT.



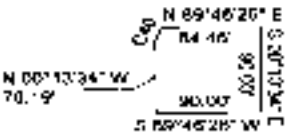
MASTER UNIT 4
37,035 SQ. FT



MASTER UNIT 5
18,520 SQ. FT

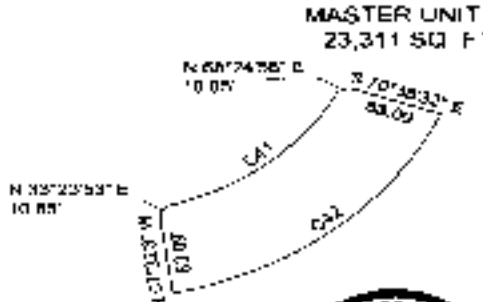


MASTER UNIT 6
8,059 SQ. FT.



MASTER UNIT 11
22,118 SQ. FT.

MASTER UNIT 12
23,311 SQ. FT.



C40
CURVE DATA
R = 124.50'
L = 14.89'
△ = 06°51'04"
CH. B = N21°38'39"E
CH = 14.88

C41
CURVE DATA
R = 238.50'
L = 195.87'
△ = 47°05'18"
CH. B = N53°54'25"E
CH = 190.20'

C42
CURVE DATA
R = 328.00'
L = 309.18'
△ = 54°00'29"
CH. B. = S50°54'25"W
CH = 297.85'

C43
CURVE DATA
R = 303.00'
L = 361.93'
△ = 64°34'18"
CH. B. = N50°34'01"E
CH. = 343.41'

C44
CURVE DATA
R = 470.00'
L = 461.07'
△ = 56°12'24"
CH. B = N50°37'56"E
CH = 442.80'

C47
CURVE DATA
R = 350.00'
L = 218.25'
△ = 33°03'29"
CH. B = N01°05'40"W
CH = 218.22'

C48
CURVE DATA
R = 470.00'
L = 277.35'
△ = 33°48'38"
CH. B = S00°43'07"E
CH = 273.34'

05.13.2022

Note: The surveyor makes no guarantees as to the accuracy of the data contained in the GIS and this appendage shall not be used as a final survey.

kapur
228 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurcs.com

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

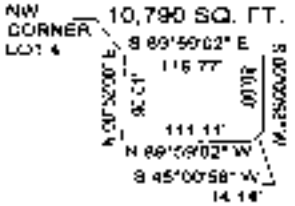
Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174867, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

50 0 50 100
SCALE: 1" = 100'

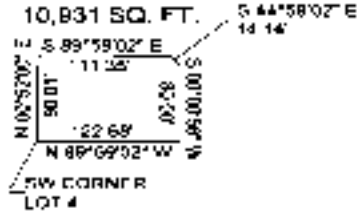
MASTER UNIT DETAILS

MASTER UNIT 13
18,818 SQ. FT.

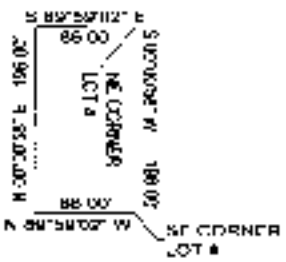
MASTER UNIT 14
10,790 SQ. FT.



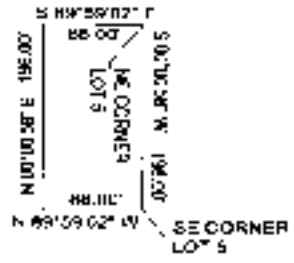
MASTER UNIT 15
10,931 SQ. FT.



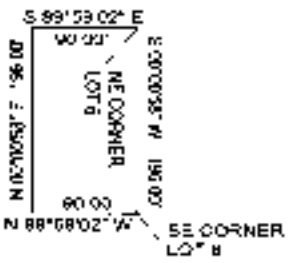
MASTER UNIT 16
16,856 SQ. FT.



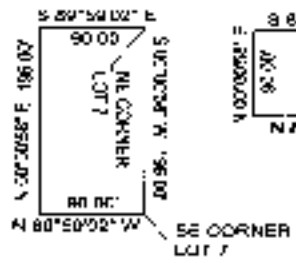
MASTER UNIT 17
16,856 SQ. FT.



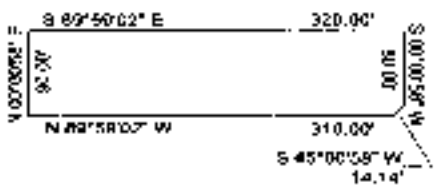
MASTER UNIT 18
17,640 SQ. FT.



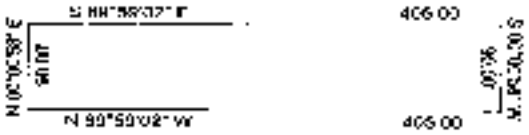
MASTER UNIT 19
17,640 SQ. FT.



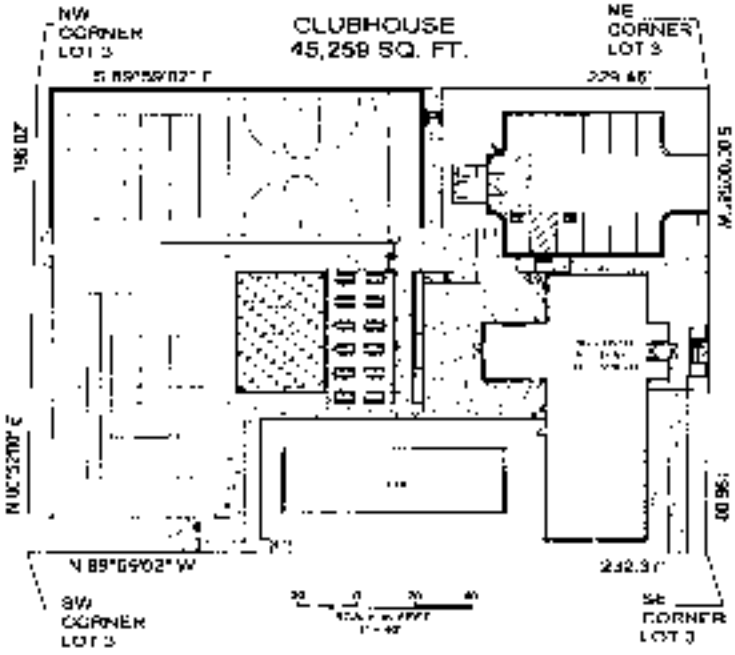
MASTER UNIT 20
28,750 SQ. FT.



MASTER UNIT 21
36,450 SQ. FT.



CLUBHOUSE
45,259 SQ. FT.



C45 CURVE DATA	C46 CURVE DATA
R = 238.00'	R = 328.00'
L = 127.58'	L = 185.68'
Δ = 30°42'34"	Δ = 32°26'05"
CH. B. = N11°21'57.03"W	CH. B. = S89°24'22"E
CH. = 126.04'	CH. = 183.21'

05-13-2022

Note: The surveyor makes no certification as to the accuracy of the units contained in this plan and the approximate dimensions and floor areas thereof.

kapur
700 W. Water Street, Suite 200
APPLETON, WI 54911
kapurinc.com

The Residences and Clubhouse at Lakeshore Commons Condominium, An Expandable Condominium

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of of Lakeshore Commons Master Condominium, an Expandable Condominium as recorded within the Milwaukee County Registry, and part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East situated in the City of Oak Creek, Milwaukee County, Wisconsin

TOTAL BOUNDARY
Units 1-6, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium as recorded within the Milwaukee County Registry, and a part of Lot 1 and all of Outlot 1 of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1 further described as
Beginning at the Northwest corner of said Lot 1 of Certified Survey Map No 9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd 701.37 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, and along said north line, 390.21 feet said curve having a radius of 530.00 feet and a chord bearing N 67°41'02" E for 381.66 feet; thence N 47°27'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 301.30 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right 130.85 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°45'31" E, 84.28 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left 417.65 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'02" E, 408.63 feet; thence S 44°12'34" E, 114.76 feet to a southeasterly line of said Lot 1 of Certified Survey Map No. 9355; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°53'44" West, along an easterly line of said Lot 1, 65.81 feet to the Point of Beginning
Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24 further described as
Beginning at the Northwest corner of said Lot 1, of Lakeshore Commons thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°28'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 89.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 20°52'44" W, along said east line, 191.19 feet; thence N 09°52'00" E, along said east line, 241.74 feet; thence N 80°07'00" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 09°52'00" E, along said west line 75.53 feet; thence N 89°07'00" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 09°52'00" E, along said west line 1439.03 feet; thence S 32°08'09" E, along the southwesterly line and the northwesterly extension thereof of said Outlot 1 of Certified Survey Map No 9355, 265.24 feet to a point of curvature; thence Southeasterly along said southwesterly line and also along the arc of a curve to the right 467.81 feet to the southwesterly corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 622.15 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°53'20" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning
Containing 2,142,172 square feet / 49.178 acres (total), more or less

SUBJECT AREA
Units 1-6, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium, as recorded within the Milwaukee County Registry, and a part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin
Containing 456,683 square feet / 10.5 acres (total), more or less.

EXPANSION AREA
Part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, all being in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as: Beginning at the northwest corner of said Lot 1, of Certified Survey Map No. 9355, thence N 89°46'26" W, along the north line of E. Lake Vista Blvd., 701.37 feet to the east line of S. 13th Ave., thence N 09°54'46" W, along said east line, 24.01 feet to the west line of S. Lake Vista Parkway and a point of curvature; thence Northeasterly along the arc of a curve to the left and along said east line, 390.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 67°41'02" E, 381.66 feet; thence N 47°27'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 301.30 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right 130.85 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°45'31" E, 84.28 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left 417.65 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'02" E, 408.63 feet; thence S 44°12'34" E, 114.76 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°53'44" West, along an easterly line of said Lot 1, 65.81 feet to the Point of Beginning
Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as
Beginning at the southwest corner of said Lot 1 of Lakeshore Commons, thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°28'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 89.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 20°52'44" W, along said east line, 66.74 feet; thence thence N 09°52'00" E, along said east line, 75.53 feet; thence N 89°07'00" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 09°52'00" E, along said west line 1439.03 feet; thence S 32°08'09" E, along the southwesterly line and the northwesterly extension thereof of said Outlot 1 of Certified Survey Map No 9355, 265.24 feet to a point of curvature; thence Southeasterly along said southwesterly line, and also along the arc of a curve to the right 467.81 feet to the southwesterly corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 622.15 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°53'20" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning.
Containing 1,663,105 square feet / 38.839 acres of land, more or less.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
OUTAGAMIE COUNTY) SS

I, Erik A. Gustafson, Professional Land Surveyor, do hereby certify that I am by the direction of the Declarant, F Street OCLv, L.L.C. I have surveyed and mapped the following described area

Units 1-6, and Units 11-21, and the Clubhouse, all being a part of Lakeshore Commons Master Condominium, an Expandable Condominium as recorded within the Milwaukee County Registry, and a part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin
Containing 2,208,565 square feet / 50.708 acres (total), more or less

I further certify

That the is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7 of the Wisconsin Administrative Code, and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements (if any) and common elements (if any) can be determined or reproduced from the plat. The undersigned surveyor makes no certification as to the accuracy of the data contained in the plat that is provided by declarant and that purports to represent [illegible]

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the above.

Dated this 10th day of May, 2022

Erik A. Gustafson, S-2929

DECLARANT:
F STREET OCLV, LLC
1134 N. 4TH ST., SUITE 300
MILWAUKEE, WI 53203

kapur
228 W. WISCONSIN AVE
APPLETON, WI 54911
kapurinc.com

TAB C

ASSOCIATION BYLAWS

BYLAWS
OF
THE RESIDENCES AND CLUBHOUSE OF LAKESHORE COMMONS CONDOMINIUM OWNER'S ASSOCIATION, INC.

TABLE OF CONTENTS

ARTICLE I. PURPOSES 1

ARTICLE II. OFFICES 1
Section 2.01 Principal Office 1
Section 2.02 Registered Agent Office 1

ARTICLE III. ASSOCIATION 1
Section 3.01 Membership 1
Section 3.02 Unit Owner Prohibited from Voting 1
Section 3.03 Proxies 1
Section 3.04 Membership Roster 2
Section 3.05 Annual Meetings 2
Section 3.06 Special Meetings 2
Section 3.07 Notice of Meetings 2
Section 3.08 Conduct of Meetings 2
Section 3.09 Majority Required to Act 2
Section 3.10 Quorum 3
Section 3.11 Action Without Meeting By Written Ballot 3

ARTICLE IV. BOARD OF DIRECTORS 3
Section 4.01 General Powers 3
Section 4.02 Number 3
Section 4.03 Term of Office 4
Section 4.04 Powers and Duties 4
Section 4.05 Regular Meetings 6
Section 4.06 Special Meetings 6
Section 4.07 Removal of Members of the Board of Directors 6
Section 4.08 Incapacity or Death of a Director 6
Section 4.09 Vacancies 6
Section 4.10 Notice 6
Section 4.11 Telephone Meetings 6
Section 4.12 Quorum 7
Section 4.13 Manner of Acting 7
Section 4.14 Compensation 7
Section 4.15 Presumption of Assent 7
Section 4.16 Informal Action 7
Section 4.17 Committees 7
Section 4.18 Minutes 7
Section 4.19 Insurance Trustee 7

ARTICLE V. OFFICERS 8
Section 5.01 Principal Officers 8
Section 5.02 Election and Terms of Office 8
Section 5.03 Removal 8

Section 5.04 Vacancies 8
Section 5.05 President 8
Section 5.06 Vice President 8
Section 5.07 Secretary 8
Section 5.08 Treasurer 9
Section 5.09 Salaries 9
Section 5.10 Qualifications 9

ARTICLE VI. INDEMNIFICATION 9
Section 6.01 Definitions Relating to Indemnification 9
Section 6.02 Mandatory Indemnification 10
Section 6.03 Determination of Right to Indemnification 10
Section 6.04 Allowance of Expenses as Incurred 11
Section 6.05 Additional Rights to Indemnification and Allowance of Expense 11
Section 6.06 Court Ordered Indemnification 12
Section 6.07 Contract 12
Section 6.08 Insurance 12
Section 6.09 Effect of Invalidity 12

ARTICLE VII. ASSESSMENTS 12
Section 7.01 Fiscal Year 12
Section 7.02 Preparation of Budget 12
Section 7.03 Operating Fund 13
Section 7.04 Reserve for Replacement Fund 13
Section 7.05 General Assessments 13
Section 7.06 Special Assessments 13
Section 7.07 Penalty and Default in Payment 13
Section 7.08 Books and Accounts 14
Section 7.09 Transfer Fee 14

ARTICLE VIII. RULES AND REGULATIONS 14
Section 8.01 Initial Rules and Regulations 14
Section 8.02 Rules and Regulations 14
Section 8.03 Enforcement 14

ARTICLE IX. INSURANCE 14
Section 9.01 Directors' and Officers' Liability and Fidelity 14
Section 9.02 Fire and Casualty 15
Section 9.03 Public Liability Insurance 15

ARTICLE X. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY 16
Section 10.01 General Requirements. 16
Section 10.02 Procedure for Reconstruction and Repair 17
Section 10.03 Disbursements 17
Section 10.04 Common Elements: When Reconstruction Is Not Required 18

ARTICLE XI. COMPLIANCE AND DEFAULT 18
Section 11.01 Unit Owners 18
Section 11.02 Fines 19
Section 11.03 Waiver 19

ARTICLE XII. MISCELLANEOUS 19
Section 12.01 Amendments 19
Section 12.02 Notices 19
Section 12.03 Invalidity 19
Section 12.04 Captions 19
Section 12.05 Internal Revenue Code 19
Section 12.06 Number and Gender 19
Section 12.07 Defined Terms 20

ARTICLE XIII. LEASING RESTRICTIONS 22
Section 13.01 Owner Occupancy Required. 22

BYLAWS
OF
THE RESIDENCES AND CLUBHOUSE OF LAKESHORE COMMONS
CONDOMINIUM OWNER'S ASSOCIATION, INC.

ARTICLE I. PURPOSES

The purposes for which this Corporation is organized and shall be operated are as follows: (1) to serve as an association of Unit Owners in the Association under the Act; (2) to serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the condominium in accordance with the Act and the Declaration; and (3) to engage in any lawful activity included in and permitted under the Act, the Declaration and the purposes for which a nonstock corporation may be organized.

ARTICLE II. OFFICES

Section 2.01 Principal Office. The principal office of the Association shall be located at as stated on file with the Wisconsin Department of Financial Institutions. The Association may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

Section 2.02 Registered Agent Office. The registered office shall be F Street OCLV, LLC, 1134 N. 9th Street, Suite 220, Milwaukee, WI 53233, Attention Josh Lurie, or as stated on file with the Wisconsin Department of Financial Institutions from time to time.

ARTICLE III. ASSOCIATION

Section 3.01 Membership. The Association shall have one (1) class of voting Membership. The Members shall be all the Unit Owners. Each Unit will have the number of votes identified on Exhibit C of the Declaration. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease. In the event a Unit is owned by more than one person or entity, the person or entity who shall be entitled to vote for the Unit shall be the person or entity named on a certificate executed by all of the co-owners of the Unit and filed with the Secretary of the Association.

Section 3.02 Unit Owner Prohibited from Voting. No Unit Owner may cast a vote if the Association has a right to a statutory or contractual lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3.03 Proxies. Any Unit's vote may be cast pursuant to a proxy executed by the Unit Owner, either on paper/hard copy or by electronic means. No proxy shall be revocable except by

actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Proxies may be filed with the Secretary either on paper/hard copy or by electronic means. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 3.04 Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name, address, and email address of each person or entity entitled to cast a vote on behalf of a Unit. Co-owners of a Unit shall provide the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be signed by all Owners of the Unit and delivered to the Secretary of the Association. If no certificate is on file, or more than one certificate purports to be effective at a time, then the Unit shall not vote until there is a single certificate on file.

Section 3.05 Annual Meetings. Unless otherwise determined by the Board of Directors, annual meetings of the Association shall be held during the month of May each year or at such other time to be set by the Board of Directors. Meetings of the Association shall be held at a suitable place (whether physical or virtual) convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 3.06 Special Meetings. The President, or the Board of Directors, or the Members having twenty-five percent of the votes in the Association, may call a special meeting. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 3.07 Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written notice of the time, place (whether physical or virtual), and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid, or via electronic mail.

Section 3.08 Conduct of Meetings. The minutes of all meetings shall be kept in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 3.09 Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present. Presence "in person" at a meeting may be via video or digital means if the Association has access to such technology.

Section 3.10 Quorum. A quorum for the purposes of general or special meetings shall consist of 33.33% of the votes entitled to vote unless otherwise required by the Act or any of the Condominium Instruments.

Section 3.11 Action Without Meeting By Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these Bylaws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 3.07 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be returned to the Secretary via electronic mail. Once received by the Secretary of the Association, a written ballot may not be revoked.

Section 3.12 Declarant's Voting. The Declarant shall be entitled to the number of votes identified on Exhibit C of the Declaration for each Unit owned by Declarant. Notwithstanding the foregoing provisions for voting, the Declarant shall be deemed to have sufficient votes to constitute a majority of votes until all of Declarant's Units are sold; provided, however, that Declarant's control shall cease as provided in Section 3.13 below.

Section 3.13 Declarant's Control. Subject to Article IV below, Declarant, or a person or persons authorized by it may appoint and remove the Directors and Officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease the earlier of (a) ten (10) years after the first Unit is conveyed to a purchaser other than the Declarant (unless the Act is amended to permit a longer period, in which event, such longer period shall apply), (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements, or (c) thirty (30) days after the Declarant's election to waive its right of control.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.01 General Powers. The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

Section 4.02 Number. Notwithstanding any provision set forth in these Bylaws to the contrary, the Declarant shall designate the initial Board, none of whom must be Members, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board under these Bylaws. Such Directors, or successors to any of them as designated by Declarant, shall continue to serve until their successors are elected as set forth herein.

Prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Members other than the Declarant shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Members other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. Until expiration of Declarant's control (as set forth in Section 3.13 above) occurs, the Board shall consist of a Unit Owner of the Villa Unit, the Townhome Unit, and the Single Family Unit, with the Declarant representing at least one or more of the Unit types depending on the number of positions it is able to hold based on the turnover identified in this paragraph.

Not later than forty-five (45) days after the expiration of Declarant's control (as set forth in Section 3.13 above), the Association shall hold a meeting and the Members shall elect a Board of five (5) Directors of the Association. Each Member of the Board of Directors must be a Unit Owner. At least one Director must be elected from each of the following Unit types: Single Family Unit, Villa Unit, and Townhome Unit. The Directors shall take office upon election. The Directors shall serve until their successors have been elected at the next succeeding annual meeting.

If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as Directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent assessment account with the Association, that Unit Owner cannot be elected as a Director. If at any time a Director becomes delinquent on paying assessments, the Director is required to resign from its Board position (and any Officer position held) unless it brings its account current within ten (10) days notice from the Board. If a Director shall cease to meet such qualifications during its term, he/she shall thereupon cease to be a Director and his/her place on the Board shall be deemed vacant.

Section 4.03 Term of Office. The directors will be elected to terms of two years. For a five member Board, in even years two directors will be elected and in odd years three directors will be elected. The Board will have the power to determine or adjust the terms of Directors appointed or elected either (i) under the second and third paragraphs of Section 4.02, or (ii) as a result of a resignation, deemed resignation, death, removal, or other reason for a Director not serving a full term, in order to implement the foregoing election cycles in a manner reasonably intended to carry out the intent of this Section.

Section 4.04 Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act, Declaration and any of the Condominium Instruments. Such powers and duties shall include, but not be limited to, the following:

(A) To promulgate and enforce the Rules and Regulations.

(B) To contract for and dismiss the services of accountants, attorneys, or other employees or agents and to pay to such persons reasonable compensation.

(C) To adopt an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.

(D) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Instruments.

(E) To ascertain the amount of and pay the Common Expenses.

(F) To enter into contracts, deeds, leases, or other written agreements and to authorize the execution and delivery thereof by the appropriate officers.

(G) To open and maintain bank accounts on behalf of the Association and designate the signatories required therefor.

(H) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.

(I) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Instruments with respect to the Units and the Common Elements, to obtain insurance in accordance with these Bylaws, and to settle any claim under any such policies of insurance.

(J) To repair or restore the Property as required by the Act and/or the Declaration.

(K) To keep adequate books and records as required by the Act and the Condominium Instruments.

(L) To approve and sign checks and issue payment vouchers.

(M) To pay off liens against any portion of the Property.

(N) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts.

(O) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of Five Thousand Dollars ($5,000), other than trade debt incurred in the ordinary course of business (payable within 45 days or less), without the prior consent of at least sixty-seven percent (67%) of the votes obtained at a meeting duly called and held for such purpose.

(P) Contract for the services of an Owners' Managing Agent and to delegate to an Owners' Managing Agent all of its foregoing powers, duties and responsibilities referred to above except for those set forth in subparagraphs (A), (C), (F) (except for contracts under $5,000.00), (G), (H), (I), and (Q) of this Section. The Owners' Managing Agent shall be a bona fide business enterprise. Such firm shall have a minimum of two years' experience in real estate residential management. The Owners' Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The compensation of the Owners' Managing Agent shall be established by the Board of Directors.

(Q) To appoint an Architectural Control Committee which shall be empowered to review and approve all exterior improvements, alterations and modifications to the Condominium.

Section 4.05 Regular Meetings. The Board of Directors may provide, by resolution, the time and place, either virtual or within the State of Wisconsin, for the holding of regular meetings.

Section 4.06 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons calling such meetings shall fix any time or place, either virtual or within the State of Wisconsin, for holding any special meeting of the Board of Directors.

Section 4.07 Removal of Members of the Board of Directors. Any Director may be removed from office either with or without cause, by the affirmative vote of a majority of Directors then in office, taken at a special meeting of Directors called for that purpose.

Section 4.08 Incapacity or Death of a Director. If a Director becomes incapacitated to the extent he is unable to perform his duties as a Director, or if a Director dies during his term as a Director, then a replacement Director shall be chosen as provided for in Section 4.09 below of this Article.

Section 4.09 Vacancies. Any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, although less than a quorum of the Board of Directors.

Section 4.10 Notice. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by email or other electronic means to each Director at his last known address. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. If notice is given by email, such notice shall be deemed to be delivered when sent to the email address provided by the Director. Whenever any notice is required to be given to any Directors of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.11 Telephone Meetings. The Board of Directors may conduct its meetings by means of a conference telephone, videoconference, or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 4.12 Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at a meeting a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 4.13 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law.

Section 4.14 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its Members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

Section 4.15 Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who has voted in favor of such action.

Section 4.16 Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be provided by all of the Directors or Members of such committee.

Section 4.17 Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 4.18 Minutes. Minutes of all meetings of the Board of Directors and its committees shall be made and filed in the Association's Minute Book.

Section 4.19 Insurance Trustee. The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds therefrom will be held in accordance with the terms of these Bylaws. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Unit Owners and their respective Mortgagees.

ARTICLE V. OFFICERS

Section 5.01 Principal Officers. The principal Officers of the corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary shall be elected by the Board of Directors. 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 5.02 Election and Terms of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors, or until his successor is duly elected and qualified, unless sooner terminated by his death, resignation or removal.

Section 5.03 Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 5.04 Vacancies. A vacancy in any principal office shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5.05 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Association and Board of Directors. The President may sign, with the Secretary or any other officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. In addition, and as more fully set forth in Article III of the Master Condominium Declaration, the President of the Association shall have the sole authority to represent The Residences and Clubhouse at Lakeshore Commons Condominium with regard to all matters concerning the Master Association. A vote of the Association or Board shall bind the President with respect to any such matters.

Section 5.06 Vice President. In the absence of the President or in the event of his death or inability to act, the Vice President or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.07 Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given;

(c) be custodian of the corporate books and records of the Association; (d) count all votes at any meeting 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 to him by the President or by the Board of Directors.

Section 5.08 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due-and payable to or from the Association to or from any source whatsoever; (c) deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (d) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5.09 Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve salaries for the Officers. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the Corporation.

Section 5.10 Qualifications. Notwithstanding Declarant's Control provisions identified in Section 3.13 above, all Officers must be Unit Owners or direct or indirect holders of beneficial interest in a Unit Owner.

ARTICLE VI. INDEMNIFICATION

Section 6.01 Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this section:

(A) "Director" or "Officer" shall mean any of the following:

(i) a natural person who is or was a Director or Officer of the Association; or

(ii) a natural person who, while a Director or Officer of the Association, is or was serving at the Association's request as a Director, Officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise.

(B) "Expenses" shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(C) "Liability" shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(D) "Party" shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(E) "Proceeding" shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or

informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association or by any other person.

Section 6.02 Mandatory Indemnification.

(A) The Association shall indemnify a Director or Officer, to the extent he has been successful on the merits or otherwise in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because of being a Director or Officer of the Association.

(B) In cases not included under subparagraph (A) above, the Association shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer of the Association, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the Association and the breach or failure to perform constitutes any of the following:

(i) a willful failure to deal fairly with the Association or its Members in connection with a matter in which the Director or Officer has a material conflict of interest;

(ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;

(iii) a transaction from which the Director or Officer derived an improper personal profit; or

(iv) willful misconduct.

Determination of whether indemnification is required under this subparagraph (B) above, shall be made under the provisions of Section 6.03 below. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (B).

(C) A Director or Officer who seeks indemnification under this section shall make a written request to the Association.

(D) Indemnification under this section is not required if the Director or Officer has previously received indemnification or allowance of the same expenses from any person, including the Association, in connection with the same Proceeding.

Section 6.03 Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the Association, determination of whether indemnification is required under Section 6.02(B) shall be made by one of the following methods:

(i) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time Parties to the Proceedings or, if a quorum of disinterested

Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which appointment by the Board may be made by Directors who are Parties to the Proceeding) consisting solely of two or more Directors who are not at the time Parties to the Proceedings;

(ii) by a panel of three arbitrators consisting of (a) one arbitrator selected by a quorum of the Board of Directors or its committee constituted as required under (i), above, or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including Directors who are Parties to the Proceedings, (b) one arbitrator selected by the Director or Officer seeking indemnification, and, (c) one arbitrator selected by the other two arbitrators;

(iii) by a court of competent jurisdiction; or

(iv) by any other method provided for under Section 6.05.

Section 6.04 Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the Association may pay or reimburse his reasonable Expenses as incurred if the Director or Officer provides the Association with all of the following:

(A) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and

(B) a written undertaking, executed personally or on his or her behalf, to repay the allowance, and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 6.03 above that indemnification under Section 6.02 above is not required and that indemnification is not ordered by a court under Section 6.06 below. The undertaking under this subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured.

Section 6.05 Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Section 6.05, the provisions of Section 6.02 and Section 6.04 above do not preclude any additional right to indemnification or allowance of Expenses that a Director or Officer may have under any of the following:

(A) a written agreement between the Director or Officer and the Association; or

(B) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the Association shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses unless it is determined by or on behalf of the Association that the Director or Officer did not breach or fail to perform a duty he owes to the Association which constitutes conduct under Section 6.02(B)(iv) above. A Director or Officer who is a Party to the same or related Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this Article VI shall

affect the Association's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

(i) as a witness in a Proceeding to which he is not a Party; or

(ii) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the Association.

Section 6.06 Court Ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the Association, a Director or Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Section 6.03(iii) or for review by the court of an adverse determination under Section 6.03(i).

Section 6.07 Contract. The assumption by a person of a term of office as a Director or Officer of the Association, and the continuance in office or service of those persons who are any such Directors or Officers as of the adoption of this Article VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article VI as in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 6.08 Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article VI or Chapter 181 of the Wisconsin Statutes.

Section 6.09 Effect of Invalidity. The invalidity or unenforceability of any provision of this Article VI shall not affect the validity or enforceability of any other provision of this Article VI or of these Bylaws.

ARTICLE VII. ASSESSMENTS

Section 7.01 Fiscal Year. The fiscal year of the Condominium shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 7.02 Preparation of Budget. The Board of Directors shall adopt a budget at least thirty (30) days before the beginning of the new fiscal year. The annual budget shall provide for an "operating fund" and upon the sale of the a Unit for a "working capital fund." Promptly upon completion of the budget, the Board of Directors shall send to each Unit Owner a copy of such budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article VII to pay the Owner's Percentage Interest of the Common Expenses based upon such budget.

Section 7.03 Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Unit Owners pursuant to Section 6.01 of the Declaration. Such Common Expenses shall include normal and recurring expenses including, but not limited to, management services, special amenity fees, insurance, common services, administration, materials and supplies.

Section 7.04 Reserve for Replacement Fund. The reserve for replacement fund shall be used for future Common Expenses which the Association is required to pay on behalf of the Unit Owners. Such Common Expenses may include, but not be limited to, roof replacement and driveway/ parking lot resurfacing. These funds must be accounted for separately in the general ledger maintained by the Association. This reserve is not intended to be a statutory reserve under the Act.

Section 7.05 General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budget is prepared. The final budget will show the amount assessed to the particular Unit, how that amount was determined, and that one-twelfth of the amount of the Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Unit Owner to the Association or the Owners Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year.

Section 7.06 Special Assessments. The Board of Directors, upon the affirmative vote of sixty-seven percent (67%) of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the operating fund, reserve replacement fund, or operating reserve fund. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Instruments upon the affirmative vote of sixty-seven percent (67%) of all the Directors. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit, or for any other matter stated in the Condominium Instruments, then the Unit Owner against whom the assessment is made shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board shall give notice to all Unit Owners of the amount assessed to each Unit, the date when payment is due, and the reason for the Special Assessment.

Section 7.07 Penalty and Default in Payment. If any payment for any Assessment is not received by the Association within ten (10) days after the date such payment is due, a late payment penalty in an amount set in the Rules and Regulations shall be assessed against the Unit. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon at the rate set in the Rules and Regulations, and the expenses of the proceedings, including actual attorneys' fees, in an action brought against such Unit Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.165 of the Act. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at a meeting of the Association or serving on the Board of Directors, if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7.08 Books and Accounts. The Treasurer shall keep the books and accounts of the Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours.

Section 7.09 Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into a working capital fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

(A) When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;

(B) When the transfer is solely between spouses and/or domestic partners;

(C) When the transfer is solely between a parent or parents and his, her or their child;

(D) When the transfer is from the Declarant to an affiliate or related entity; and

(E) When the transfer is to or from the Association.

ARTICLE VIII. RULES AND REGULATIONS

Section 8.01 Rules and Regulations. The Board of Directors may promulgate Rules and Regulations for the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the Condominium Instruments. Copies of changes to the Rules and Regulations shall be furnished by the Secretary of the Association to each Unit Owner prior to the time when the same shall become effective.

Section 8.02 Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, and court action if necessary, and daily monetary fines assessed by the Board of Directors consistent with the Rules and Regulations.

ARTICLE IX. INSURANCE

Section 9.01 Directors' and Officers' Liability and Fidelity. The Board shall obtain and maintain, in a reasonable amount, insurance coverage to protect against wrongful and dishonest acts on the part of the Officers, Directors, employees and other agents of the Association, including the Owners Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association. In addition, the Board shall obtain and maintain fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no

less than three (3) months operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

Section 9.02 Fire and Casualty. The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant and contingency endorsements covering nonconforming use. To the extent reasonably possible, the insurance shall provide: (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective family members, servants and agents; and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days prior written notice to the Association, which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees. For the avoidance of doubt, this section does not address any separate insurance required to be maintained by each Unit Owner as to the Unit.

It is the express intent of the Association to provide the above coverage for all Common Elements, Units and Unit upgrades or betterments, together will all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation.

In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the Buildings and/or Common Elements according to Article X of the Declaration and Section 10.01 of these Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which were damaged. If it is determined (according to Section 10.02 of the Declaration and Section 10.01 of these Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Section 10.02 of the Declaration and Section 10.01 of these Bylaws.

Section 9.03 Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than Two Million Dollars ($2,000,000) per single occurrence, which may be achieved using an

underlying liability policy and an umbrella/excess liability policy. The Association may also provide worker's compensation insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

Section 9.04 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Instruments, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated. .

Section 9.05 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible.

ARTICLE X. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 10.01 General Requirements.

(A) When Repair and Reconstruction are Required. Except as provided in paragraph (B) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by, or other personal property of, the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his Unit.

By acceptance of the deed to a 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 3.11 of these Bylaws, and shall constitute the determination by the Association and the Unit Owners to repair or reconstruct as required by the Act.

(B) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds, and, if within ninety (90) days after the date of such destruction, at least seventy-five percent (75%) of the votes in the Association agree to waive and terminate the Condominium form of ownership, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Percentage Interest after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Condominium Unit, in the order of the priority of such liens. Any Unit Owners whose Unit is subject to a Mortgage shall first obtain

such Unit Owner's Mortgagees' written consent to the Unit Owner's intended vote. Until the execution of judgment partitioning the Condominium, each Unit Owner, and his or her heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his or her Unit.

Section 10.02 Procedure for Reconstruction and Repair.

(A) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary or desirable.

(B) Casualty Assessments. If the proceeds of insurance maintained by the Board are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair the funds for the payment thereof are insufficient, special casualty assessments in sufficient amount(s) to provide payment of such costs shall be deemed to be a general obligation of all Unit Owners; accordingly, the Board shall levy such special casualty assessments against all Unit Owners in proportion to the respective Percentage Interest of all Units. Special casualty assessments shall not require the approval of the Association, anything in these Bylaws to the contrary notwithstanding.

(C) Determination of Amount of Special Casualty Assessment; Use of Reserve for Replacement Funds. If the Board determines that the repair or reconstruction of any portion of the Condominiums (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any Reserve for Replacement Fund at its then current level, the Board may utilize such Reserve for Replacement Fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment.

(D) Plans and Specifications. Except upon the approval of the Association as provided in the Bylaws or this Declaration, any reconstruction or repair any portion of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which that portion of the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

Section 10.03 Disbursements.

(A) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections or special casualty assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars ($100,000) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars ($100,000), then the construction fund shall be disbursed in payment of such costs by the Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) upon approval of an architect qualified to practice in the State of Wisconsin and

employed by the Board of Directors or the Insurance Trustee, as the case may be, to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (i) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(B) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid special casualty assessments levied pursuant to Section 10.02 above of this Article in proportion to their payments.

(C) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and then the balance, if any, to the cost of replacing and repairing the Units.

(D) Certificate. The Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction funds, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Board of Directors or Insurance Trustee, as the case may be, promptly after request.

Section 10.04 Common Elements: When Reconstruction Is Not Required. If the Board of Directors elects not to repair insubstantial damage to the Common Elements, it shall cause the removal of all remains of the damaged improvements and restoration of the site thereof to an acceptable condition compatible with the remainder of the Condominium, and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interests.

ARTICLE XI. COMPLIANCE AND DEFAULT

Section 11.01 Unit Owners. All Unit Owners shall be governed by and shall comply with the provisions of the Act and the Condominium Instruments, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association or an aggrieved Unit Owner to the relief as provided in this Article XI.

Section 11.02 Fines. The Board of Directors may establish and assess fines against Unit Owners for every violation of the Condominium Instruments or the Act by the Unit Owner, his family members, guests, invitees, lessee, employees and/or agents. Such fines, as well as a grievance procedure, shall be set forth in the Rules and Regulations. As provided in §703.165 of the Act, fines and penalties are deemed Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court in which the proceeding has been held.

Section 11.03 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.

ARTICLE XII. MISCELLANEOUS

Section 12.01 Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members by an affirmative vote of Unit Owners of Units to which at least sixty-seven (67%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Unit Owners.

Section 12.02 Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally, upon mailing if sent by United States mail, first-class postage prepaid, by email, or otherwise as the Act may require or permit, at the following:

(A) if to the Unit Owner, at the address or email address shown on the Membership Roster; and

(B) if to the Association or the Owners Managing Agent, at the registered office of the Association.

Section 12.03 Invalidity. The invalidity or unenforceability of any provision of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 12.04 Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

Section 12.05 Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Directors of this corporation which would not be permitted to be taken by an organization described in Section 528 of the Internal Revenue Code of 1986, as amended, or would otherwise put the status of the Association as a homeowner's association under Section 528 of the Internal Revenue Code of 1986, as amended, at risk. The Association may reasonably rely on the written opinion of legal counsel or an accounting firm for this determination.

Section 12.06 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

Section 12.07 Conflicts. These Bylaws are intended to comply with the requirements of the Act. In case there is any conflict between the provisions of the Act or of the documents listed below, or between the various documents listed below, the Act or the document, as the case may be, shall control in the following Order:

(a) The Act;

(b) The Declaration;

(c) The Plat;

(d) The Articles of Incorporation;

(e) These Bylaws

Section 12.08 Defined Terms. The following terms shall have the following meanings herein:

"Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.

"Architectural Control Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.

"Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses, fines or penalties as more fully defined in §703.165 of the Act.

"Association" means Lakeshore Commons Master Condominium Owner's Association, Inc.

"Board of Directors" means the governing body of the Association.

"Building(s)" means any structure containing one or more Units which is situated on the Property.

"Bylaws" means the Bylaws of the Association.

"Common Expenses" means all of the expenses of the Association.

"Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.

"Condominium" means The Residences and Clubhouse of Lakeshore Commons Condominium.

"Condominium Instruments" consist of the Condominium's Articles, Bylaws, Rules and Regulations, Floor Plans, Specifications, Surveys, Plat Maps, Management Agreement, if any, and the Declaration.

"Declaration" means the Declaration of Condominium of The Residences and Clubhouse of Lakeshore Commons Condominium.

"Director" means a Member of the Board of Directors of the Association.

"FNMA" means the Federal National Mortgage Association.

"General Assessments" means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

"General Common Elements" means all Common Elements except for any Limited Common Elements, a more particularly described in the Declaration.

"Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Units, as more particularly described in the Declaration.

"Owners Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium documents.

"Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit expressed as a percentage and identified for each respective Unit in Exhibit C of the Declaration.

"Majority" means more than 50% of the votes assigned to the Units by the Declaration.

"Master Declaration" means that certain Declaration of Condominium of Lakeshore Commons Master Condominium.

"Mortgage" means any recorded mortgage or land contract encumbering a Unit.

"Mortgagee" means the holder of any recorded Mortgage encumbering one or more Units or land contract vendor.

"Member" means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.

"Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.

"Plat" means The Residences and Clubhouse of Lakeshore Commons Condominium Plat, attached to the original Declaration as Exhibit B, of the Condominium being recorded pursuant to the Act simultaneously with the Declaration and constituting a part of the Declaration, as the same may be amended from time to time.

"Property" means the real property as described on Exhibit A to the Declaration, and any amendment thereto.

"Rules and Regulations" means the Rules and Regulations for the Condominium adopted and amended from time to time by the Board of Directors.

"Special Assessment" means any assessment made against the Unit Owner and his Unit by the Association as provided in Section 9.3(b) of the Declaration.

"Unit" means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment and possession by, or under the authority of, its Owner, as further defined herein..

"Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof, or any land contract vendor of a Unit.

Any capitalized term that is not herein defined shall have the same meaning as provided for in the Act and/or the Declaration.

ARTICLE XIII. LEASING RESTRICTIONS

Section 13.01 Owner Occupancy Required.

(A) Except as provided in Section 13.01(B) below, Units must be occupied by the title owner of the Unit (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. In no event will the Owner Occupancy Requirement apply to the Association, where the Unit is acquired by foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

(B) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

(i) The lease must be in writing and approved by the Association;

(ii) The lease must be for the entire Unit, and no subleasing is allowed;

(iii) The lease must be a one-time per year lease of no less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year (whether two 6 month leases, or a 3 month and a 6 month lease) to different persons;

(iv) The lease must designate that the use of the premises is subject to the Declaration, the Bylaws, and the Rules and Regulations of the Association;

(v) A copy of the lease must be provided to the Secretary of the Association or the managing agent no less than 10 days prior to its execution for review and approval, with a final executed lease delivered within 10 days of execution;

(vi) Owners of leased units must provide current contact information for their tenants;

(vii) The owner and tenant must show proof of insurance within five (5) days of occupancy; and

(viii) Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including any rules and regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation, and have twenty (20) days from the mailing of the notice of the nature of the violation in which to cure the violation before the Association may file for eviction.

(C) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Except as provided in Section 13.01(B)(iii) above, rentals through similar services such as AirBnb and VRBO are expressly prohibited.

TAB D

ASSOCIATION
ARTICLES OF INCORPORATION

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services

FILING FEE $40.00

Please check box for (Optional) Expedited service ☑ + $25.00

FORM **53**

STATEMENT OF CORRECTION

ss. 178.0116, 180.0124, 181.0211 & 183.0112 Wis. Stats.

1. The Residences and Clubhouse of Lakeshore Commons Condominium Owner's Association, Inc.
(Name of the corporation, limited liability company, or limited liability partnership **before** any correction that may be affected by these articles of correction)

2. Nonstock Corporation Articles of Incorporation filed with the Department of Financial
(Describe the document)

Institutions on 02/16/2022 (date) was

☑ Incorrect at the time of filing (*Complete items 1, 2, 3, 4 & 6*)

☐ Defectively executed (*Complete items 1, 2, 3 & 5)*

☐ Defective in attestation, seal, verification or acknowledgment (*Complete items 1, 2, 3 & 6*)

{ (X) Check any that apply

3. Describe the defect(s): (*Specify the incorrect statement and the reason why it is incorrect, or the manner in which the execution is defective.*)
Name of Corporation: The Residences and Clubhouse of Lakeshore Commons Condominium Owner's Association, Inc. is incorrect. The word "of" in the name of the corporation should be the word "at".

4. Enter the statement in its corrected condition (cont'd):

Name of Corporation: The Residences and Clubhouse at Lakeshore Commons Condominium Owner's Association, Inc.

5. Make the corrected execution:

Executed on _____ (Date)

_____ (Signature)

Select and mark (**X**) below the appropriate title of the person executing the document.

_____ (Printed name)

For a corporation
Title: ☐ President ☐ Secretary
or other officer title _____
OR ☐ Incorporator

For a limited liability company
Title: ☐ Member ☐ Manager OR ☐ Organizer

For a limited liability partnership
Title: ☐ Partner

6. Executed on 05/17/22 (Date)

DocuSigned by: Scott Lurie (Signature)

Scott Lurie (Printed name)

Select and mark (**X**) below the appropriate title of the person executing the document.

For a corporation
Title: ☑ President ☐ Secretary
or other officer title _____

For a limited liability company
Title: ☐ Member **OR** ☐ Manager

For a limited liability partnership
Title: ☐ Partner

This document was drafted by Kimberly C. Kirkpatrick
(Name the individual who drafted the document)

Contact Information:

Kimberly C. Kirkpatrick
Name

511 N Broadway, Suite 1100
Mailing Address

Milwaukee | WI | 53202
City | State | Zip Code

kimberly.kirkpatrick@huschblackwell.com | (414) 978-5349
Email Address | Phone Number

For Office

State of Wisconsin

Department of Financial Institutions

Endorsement

STATEMENT OF CORRECTION - Ch. 181

THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS CONDOMINIUM OWNER'S ASSOCIATION, INC.

Received Date: 5/18/2022

Filed Date: 5/19/2022

Filing Fee: $40.00

Expedited Fee: $25.00

Total Fee: $65.00

Entity ID#: T095544

Corrects Articles of Inc., Effective 02/16/2022

Chgs Inc. Name

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation	
Name of Corporation:	The Residences and Clubhouse of Lakeshore Commons Condominium Owner's Association, Inc.
Principal Office	
Mailing Address:	c/o F Street Group, 1134 N. 9th Street, Suite 220
City:	Milwaukee
State:	WI
Zip Code:	53233
Registered Agent	
Registered Agent Individual:	
Name of Entity:	F STREET OCLV, LLC
Street Address:	1134 N. 9th Street, Suite 220, Attn: Josh Lurie
City:	Milwaukee
State:	WI
Zip Code:	53233
Select Statement	
Select one statement:	The corporation will have members
Is this corporation authorized to make distributions under the statute?:	No
This document was drafted by:	Derek Taylor
Incorporator	
Name:	Derek Taylor
Street Address:	c/o Husch Blackwell LLP, 511 N. Broadway, Suite 1100
City:	Milwaukee
State:	WI
Zip Code:	53202
Incorporator Signature	
I understand that checking this box constitutes a legal signature:	Yes
Incorporator Signature:	Derek Taylor
Optional Articles	
The purpose(s) for which the	Condominium Owner's Association

corporation is incorporated:

Delayed Effective date:

Directors

Optional Contact Information

Name:	Julie Marie Halady
Address:	c/o Husch Blackwell LLP, 511 N. Broadway, Suite 1100
City:	Milwaukee
State:	WI
Zip Code:	53202
Phone Number:	414-978-5429
Email Address:	juliemarie.halady@huschblackwell.com

Endorsement

	FILED
Received Date:	02/16/2022

TAB E
MANAGEMENT AGREEMENTS

MPC Property Management LLC

120 E Chestnut St • Burlington, WI 53105
(262) 661-6284

1. Management Agreement

1.1 PARTIES TO THIS AGREEMENT

THIS AGREEMENT (the "Agreement") is made, by and between Lakeshore Commons Master Condominium Owner's Association, Inc., a Wisconsin Non-Stock Corporation, (the "Association"), and MPC Property Management, LLC, a Wisconsin Limited Liability Company, (the "Agent"). The Association and Agent are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Association desires to appoint the Agent as its executive agent to manage the community association property commonly known as [Lakeshore Commons] (the "Community Association Property"), and the Agent desires to accept the Association's appointment as executive agent to manage the Community Association Property in a commercially reasonable manner and under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms of the Parties herein contained, and other valuable consideration as stated, the Parties hereby agree as follows:

1.2 APPOINTMENT

The Association's Board of Directors ("Board"), by the authority contained in the Declaration of Condominium and its Bylaws, hereby appoints the Agent as exclusive agent of the Association, to operate and manage the common areas of the Community Association Property in a commercially reasonable manner by providing the activities and services outlined in Attachments A, B and C to this Agreement, which are incorporated into this Agreement by reference, subject to the direction and control of the Board, and the Agent hereby accepts the appointment on the terms and conditions hereinafter provided.

1.3 TERM

The term of this Agreement shall be month-to-month, commencing on June 1, 2022. This Agreement shall automatically be renewed on a month to month basis, unless either party provides written notice of its intention not to renew at least 30 days prior to the end of the term or extension. Automatic renewals shall be under the same terms and conditions contained herein, unless otherwise amended in writing between the Parties.

1.4 LIASON WITH THE BOARD

Agent shall principally communicate to the Board of Directors ("Board") and to the Association membership, to the extent practical, through the Board's appointed liaison. In the absence of an appointed liaison, the President of the Board shall be the liaison with the Agent. The Board liaison shall be authorized to act on behalf of the Board with Agent on any matters related to those specific duties of Agent.

1.5 AGENCY RELATIONSHIP

All of the activities and services provided by Agent under the provisions of this Agreement shall be done as Agent for the Association. All reasonable obligations or expenses incurred there under shall be for the account, on behalf of, and at the expense of the Association, except that the Association shall not be obligated to pay overhead expenses of Agent's main office including the salaries, office expense and transportation and other expenses of officers and employees of the Agent. Any payments to be made by the Association shall be made out of the funds of the Association, or as may be provided by the Association. Agent shall not be obligated to make any advance to or from the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall Agent be obligated to incur any liabilities or obligation for the funds, except for unreasonable obligations or expenses incurred, for the account of the Association without assurances that the necessary funds for the discharge will be provided.

1.6 AGENT'S DUTIES

The Agent shall manage, operate and maintain the common areas of the Community Association Property as Agent of the Association by providing Recurring Routine Services, Non-Recurring Services and Non-Routine Services as outlined below. The total compensation to which Agent shall be entitled during the term of this Agreement, and any extensions thereafter, unless otherwise agreed to by the Parties in writing, shall consist of fees for recurring routine services, non-recurring services and for non-routine services, as stated in the Attachments A, B and C, incorporated by reference herein, as outlined below.

By initialing below, you acknowledge and agree to the terms in Section 1.

X

Scott Lurie, President

2. Services and Compensation

2.1 RECURRING ROUTINE SERVICES

Agent shall be compensated as set forth below for all activities and services outlined in Attachments "A" and "B" listed herein. The current fee shall be due and payable on the first of the month. Such compensation includes the overhead expenses of Agent including, salaries of employees, general and administrative expenses, and travel expenses of officers and employees incurred under this Agreement and covers fees for basic services as outlined in this Agreement and attachments hereto.

2.2 COMPENSATION FOR RECURRING ROUTINE SERVICES

As compensation for its recurring routine service (Attachments "A" and "B"), Agent shall receive a "Management Fee" amounting to a flat fee of $50000 per month at the start of the Management Agreement. Once 25% of the 114 Phase 3 units have been sold, the management fee will convert to a "per door" rate of $19.94, with the total monthly management continuing to increase until all units have been sold.. Said Management fee shall be included in the operating budget of the Association as a common expense and Agent is hereby authorized to deduct and disburse to itself said Management Fee each month from Association funds collected, received, or held by Agent in its capacity hereunder. If services to be performed hereunder begin or are terminated on a day other than the first day of the calendar month, the Management Fee for such month shall be prorated to the date of such commencement of services or termination on the basis of a thirty (30) day month.

2.3 NON-RECURRING SERVICES

Agent shall perform certain non-recurring services as necessary and in accordance with the fees set forth in Attachment "C" to this Agreement. Said fees shall be subject to adjustment by Agent from time to time, upon thirty (30) days' notice to Association.

2.4 NON-ROUTINE SERVICES

Agent shall maintain availability for services related to certain non-routine activities for which the need may or may not arise and which are not specified in this Agreement under any other section. Non-routine service shall be performed with the authorization of the Board or as directed by the Board liaison. Charges for services performed under this section shall be negotiated at the time the work is authorized and Agent will be paid by debit from association's account; from common funds collected, received, or held by Agent in its authorized capacity hereunder the sums necessary as compensation for said charges.

By initialing below, you acknowledge and agree to the terms in Section 2

X

Scott Lurie, President

3. Documents and Plans

3.1 DELIVERY TO AGENT

The Association shall deliver to Agent true, complete, and correct copies of all reasonably necessary governing documents, rules, declarations, notice of assessments, bylaws with all amendments and regulations, minutes and other documents of the Association as the Agent may require. Additionally, the Association shall furnish to the Agent all reasonably necessary and available architectural, electrical, mechanical, and other plans of the Community Association Property as Agent may request. All such documents shall remain at all times the sole property of the Association and, upon expiration or termination of this Agreement, shall be delivered by Agent to the Association. Records older than three (3) years shall be returned to Association for retention or disposal.

3.2 TIME OF DELIVERY AND OTHER DOCUMENTS

The Association shall deliver to Agent, at least fifteen (15) days prior to the commencement date stated in Section 1.3 herein, all current owner records, including ownership, financial delinquency reports for all units, current and prior year's budgets, and any other records requested in writing by Agent.

By initialing below, you acknowledge and agree to the terms in Section 3.

X

Signature, President

4. Limitation of Liability, Indemnification

4.1 AGENCY RELATIONSHIP

As referenced in Section 1.5, all of the activities and services provided by Agent under the provisions of this Agreement shall be done as Agent for the Association. All reasonable obligations or expenses incurred there under shall be for the account, on behalf of, and at the expense of the Association, except that the Association shall not be obligated to pay overhead expenses of Agent's off-site office including the salaries, office expense and transportation and other expenses of officers and employees of the Agent. Any payments to be made by the Association shall be made out of the funds of the Association, or as may be provided by the Association. Agent shall not be obligated to make any advance to or from the account of the Association or to pay any sums except out of funds held or provided as aforesaid, nor shall Agent be obligated to incur any liabilities or obligation for the funds except for unreasonable obligations or expenses incurred, for the account of the Association without assurances that the necessary funds for the discharge will be provided.

4.2 ACTS OF AGENT

Agent shall indemnify and defend Association and its officers, directors and employees against any and all claims, costs, damages and liabilities (including reasonable attorneys' fees) resulting directly or indirectly, in whole or in part, from the gross negligence or willful act or omission of Agent or its officers, directors, property managers or employees. Agent shall carry, at its own expense, Commercial General Liability Insurance in the amount of at least one million dollars ($1,000,000.00) as a single occurrence or in the aggregate to protect Association from such grossly negligent and willful acts or omissions. Agent shall not be liable for any good faith error of judgment or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in pursuit of its duties and activities hereunder, except in cases of the grossly negligent or willful act of Agent or its officers, directors, managers or employees. The provisions of this Section 4.2 shall survive the termination of this Agreement.

4.3 ACTS OF OTHERS

Association shall indemnify and defend Agent and its officers, directors and employees against any and all claims, costs, damages and liabilities (including reasonable attorneys' fees) resulting directly or indirectly, in whole or in part, from any matter related to the Community Association Property, the conduct of the business of the Community Association Property or any action taken by Agent within the scope of its duties or authority hereunder, excluding only such of the foregoing as result from the grossly negligence or willful acts or omissions of Association or its officers, directors, property managers or employees. Association shall carry, at its own expense, Commercial General Liability Insurance in the amount of at least one million dollars ($1,000,000.00) as a single occurrence or two million dollars ($2,000,000.00) in the aggregate to protect Agent from such grossly negligent and willful acts or omissions. The provisions of this Section 4.3 shall survive the termination of this Agreement.

4.4 DOCUMENTATION

In addition to Section 3.1 above and in order to facilitate efficient operation, Association shall furnish Agent with a complete set of plans and specifications of the facility, if available, and with the aid of these documents and inspections made by competent personnel, Agent will familiarize itself with regard to the layout, construction, location, character, plan and operation of the lighting, plumbing, and other mechanical equipment as applicable. Copies of guarantees and warranties pertinent to the construction of the property or the installation or replacement of equipment or building members, and in force at the time of the execution of this Agreement, shall be furnished to the Agent if available. The Agent may at the expense of the Association, obtain copies or reproductions of the plans, specifications, or guarantees of the Association, if they are necessary for the operation of the Association and the repairs and maintenance of the building structure and/or equipment.

4.5 PUBLIC LIABILITY INSURANCE

The Association shall carry at its own expense public liability, fire and extended coverage, and Directors & Officers liability insurance naming

the Association and Agent as insureds. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within seven (7) days from the execution of this Agreement. Said policies shall provide that notice of default or cancellation be sent to Agent as well as to the Association. The Association shall cause its public liability insurance to be written so as to protect the Agent in the same manner and extent as the Association and Board

4.6 NOTICES

All Notices and demands of any kind which either Party hereto may require or desire to serve upon the other party, under the terms of this Agreement, shall be in writing and shall be served upon such other party by personal service, or by having a copy of such notice or demand served at the address hereinafter set forth, whereupon such service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, postage prepaid, with receipt requested addressed as follows:

If to Agent: MPC Property Management, 120 E Chestnut St, Burlington, WI 53105

If to Association: 1134 N 9th Street, Suite 200, Milwaukee WI 53233, or current Board President

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party

By initialing below, you acknowledge and agree to the terms in Section 4.

X

Scott Lang, President

5. Miscellaneous Provisions

5.1 NOT RESPONSIBLE FOR UNITS

Except for such repairs to individual units as may be authorized as being necessary to avoid significant risks of loss or injury to other portions of the Community Association Property or the occupants thereof, Agent shall have no responsibility for and shall not be required to maintain or repair Owners' units or any other portion of the project, the maintenance and repair of which are the responsibility of Owners.

5.2 NO PARTNERSHIP

Nothing contained in this Agreement nor the relationship of Agent and the Association shall be deemed to constitute a partnership, joint venture, or other relationship between the parties hereto except that of principal and agent

5.3 DISPUTE RESOLUTION

(a) Disputes. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in a city agreed upon by Agent and Association in Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction.

(b) Costs. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

5.4 WAIVER

No waiver of breach of any provision contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same provision or waiver of any other provision herein.

5.5 INTERPRETATION OF APPLICABLE LAW

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements between the parties hereto respecting the subject matter hereof and may not be modified, amended, or otherwise changed in any manner, except by a writing executed by the parties so to be charged. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the principles of conflicts of laws.

5.6 TERMINATION PROCEDURES

Upon Termination of this Agreement, Agent will:

a. Surrender and/or deliver to the Board all papers, books, and records of the Association theretofore maintained by agent, including, but not limited to, financial records, insurance policies, and existing contracts relating to the operation and/or maintenance of the Association, together with all keys, materials, supplies, and all funds collected, received or held by Agent, after deducting there from any Management Fee or prorated portion thereof, or any other amounts due Agent hereunder;

b. Prepare and render to the Association within thirty (30) days after such termination, a written statement accounting for the common funds from the last such written accounting to the date of termination, and

c. Use its best efforts to cooperate with the Association to accomplish an orderly transfer of the management and operation of the Association to the party designated by the Board.

5.7 SEPARABILITY PROVISIONS AND COUNTERPARTS

Each of the articles, sections, paragraphs, and provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability of any article, section, paragraph, or provision hereof shall not affect the validity or enforceability of any other article, section, paragraph, or provision hereof. The headings of the several articles and sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction of any article, section, paragraph, or provision of this Agreement. Wherever the context so requires, the singular number includes the plural, the plural number includes the singular, the masculine gender includes the feminine and/or neuter and the neuter includes the masculine and/or feminine. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and constitute one and the same instrument and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

5.8 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement without the prior notice and consent of Association.

5.9 AMENDMENTS TO AGREEMENTS

No amendment or modification of this Agreement shall be valid unless made in writing and agreed to between the Parties.

5.10 FORCE MAJEURE

Any delays in the performance of any obligation of Agent or Association under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather conditions, and other similar causes not within the control of Agent or Association, and any time periods required for performance shall be extended accordingly.

5.11 CONFIDENTIALITY

The Association and Agent agree that Agent is an integral part of the effective resolution of the Association's legal matters which may arise from time to time. Examples of common legal matters that the Association may request Agent to participate in, include but are not limited to, the following: administrative complaints, amendments to the governing documents, bylaw violations, collections and litigation involving the Association, its directors, fine co-owners or vendors. While it is understood that the Association must request legal advice from the Association's attorney, the Association may request input from Agent and/or participation of Agent in the Association's legal matters. The Association and Agent agree that the Agent is part of the Association's control group. Agent may communicate with the Association's attorneys and may otherwise participate in the resolution of Association's legal matters, excluding any legal matters between the Association and Agent. Agent acknowledges and agrees that any communications with the Association's attorneys are confidential and subject to the attorney-client privilege. Agent further agrees that any such communications will remain confidential and that Agent, and its employees, will not disclose any information obtained in communications with the Association's attorneys, unless Agent receives written permission to waive the attorney-client privilege from the Board or disclosure as required by court order.

By Initialing below, you acknowledge and agree to the terms in Section 5.

X _____

Scott Luna, President

MPC Property Management LLC

120 E Chestnut St • Burlington, WI 53105
(262) 661-4264

6. Attachment "A": Financial and Bookkeeping Services

6.1 COLLECTION OF FEES

Agent will supervise the collection of all assessments due and processing of all assessments received from Association owners, contractors, and other sources (common funds). Payments will be mailed to the depository or office of Agent designated by Agent or sent by an electronic funds transfer.

Agent will mail past due notices and follow the Associations formal collections policy. The postage or distribution cost thereof is to be an expense of the Association.

At the direction of the Board and at the expense of the Association, in accordance with Attachment "C", Agent will charge and collect special and/or additional assessments, late charges, and return check charges.

6.2 PAYMENT OF ASSOCIATION OBLIGATIONS

Agent will, from the common funds collected, pay all obligations designated by the Association. The Association shall provide sufficient funds to Agent to comply with this provision if for any reason funds in the possession of Agent are insufficient.

6.3 FINANCIAL REPORTS

On or about the fifteenth (15th) day of the month following the end of the accounting period, Agent will provide the following reports to the Association:

- Balance Sheet
- Accounts Receivable Status
- Income & Expense to Budget Report
- General Ledger Report
- Copies of All Invoices and Receipts

6.4 DEPOSITS AND ACCOUNTS

Agent will deposit all receipts from all sources in a financial institution designated by Agent and that has a branch in Burlington, WI and is insured by the Federal Government.

6.5 BUDGET PREPARATION

Agent will prepare, thirty (30) to forty-five (45) days prior to the start of each fiscal year, a proposed operating budget projection draft by line item categories setting forth the anticipated expenses and receipts for the fiscal year. The budget will be prepared based on expense history, the approved service level of the Association and the condition of the property. Agent recommends a reserve study be contracted by an outside independent agency specializing in that field, in order to properly budget for capital reserves.

By initialing below, you acknowledge and agree to the terms in Section 6.

X

Scott Lutz, President

MPC Property Management LLC

120 E Chestnut St • Burlington, WI 53105
(262) 681-4284

7. Attachment "B": General Management Services

7.1 FACILITIES MANAGEMENT

(a) General. Agent shall, at the Association's expense, and in accordance with standards established by the Board and governing documents, cause the common areas of the property to be maintained and/or repaired. For any one item of unbudgeted repair, replacement or refurbishing expense incurred shall not exceed the sum of One Thousand Dollars ($1,000.00) unless specifically authorized by the Board, excepting, however, that emergency repairs involving manifest danger to persons or property, are immediately necessary for the preservation and safety of the property, or for the safety of persons, or required to avoid suspension of any necessary service to the property, may be made by the Agent irrespective of the above cost limitation. Notwithstanding this authority as to emergency repairs, it is understood that the Agent will, if at all possible, confer immediately with the President of the Board regarding emergency expenditures, or if unavailable, any two Board Members.

Agent maintains a twenty-four (24) hour answering service and on-call personnel and vendors to handle emergencies.

(b) Contracts. Whenever the size and nature of the contract dictates, and the scope of the work can easily be defined and the estimated costs exceed One Thousand Dollars ($1,000.00), competitive bidding procedures may be used.

After Agent solicits bids, the Board shall select the contractor. The Board shall execute or instruct Agent to execute the contract, which shall be in the name of and on behalf of the Association.

After the selection of a contractor, Agent shall generally oversee the activities of the contractor, review the quality of the independent contractor's workmanship, and enforce the contractual obligations and/or warranties contained therein. Agent will advise Association to hire an architect, engineer, or consultant on larger capital projects or repairs.

All direct contact with association personnel, independent contractors or their personnel should be through the Agent, except in an emergency.

(c) Annual Property Walk. Subject to the direction of the Board, Agent shall cause a representative to accompany the Board on a property-wide walk in the Spring of the year, if needed, to identify upcoming projects and property issues. Any property walk exceeding ninety (90) minutes shall be separately billed by Agent at a rate of sixty-five ($65.00) dollars per hour, in accordance with Attachment "C". Property walks shall be conducted Monday-Friday, and concluded no later than 4pm

7.2 INSURANCE

Agent, in conjunction with the reliance upon qualified insurance broker or brokers, will solicit insurance upon the Association as required by the Association's governing documents and all other insurance reasonably necessary to cover the risks to which the Association and Agent are subject. Agent shall be named as an additional insured. Agent, in conjunction with and reliance upon qualified insurance broker or brokers, will also recommend modifications and additional coverage. Agent will file for insurance claims, follow-up for payment and act as the Association representative in negotiating settlement up to a maximum of three (3) hours per claim, and thereafter in accordance with Attachment "C:" Other Management Services.

7.3 ORDERING

Agent shall oversee placing orders for such equipment, tools, appliances, parts, materials, and supplies as are

necessary to properly maintain the Association. All contracts and orders for such items shall be in the name of the Association. Agent shall use best efforts in taking bids and issuing purchase orders that the interest of the Association is served and the best value and price available for the quality and quantity of services and materials ordered by obtained.

7.4 ADMINISTRATION

(a) Records. Agent will maintain and keep completely accurate and up-to-date all of the books and records of the Association, including:

- Minutes (to be taken by Secretary),
- Association contracts and agreements;
- Accounting and financial records;
- Correspondence, notices, resolutions, and memoranda in connections with the activities of the Association, its various Board, and Committees.

(b) All physical files older than three (3) years will be returned to the Association for retention or stored offsite at the expense of the Association.

(c) Membership Notices and Communications. At the direction of the Board and at the expense of the Association, Agent shall send all notices of meetings of Association owners or Board meetings to its members and all parties entitled to copies.

7.5 MEETING SUPPORT

A representative of Agent shall attend the annual meeting, as well as meetings of the Board (as needed), not to exceed 5 total meetings in a one (1) year period. Scheduling of meetings to be mutually agreed upon and established annually. Attendance at meetings of the Board to be conducted via video conference only, unless otherwise mutually agreed upon. Any meeting exceeding ninety (90) minutes shall be separately billed by Agent at a rate of sixty-five ($65.00) dollars per hour, in accordance with Attachment "C". Meetings shall be held Monday-Thursday with an 8pm curfew as the end time.

7.6 MANAGEMENT REPORT

Agent will prepare and deliver a report at a time preceding or at the regularly scheduled meeting of the board that will normally contain:

1. Status of contracts
2. Status of project list
3. Status of finances
4. Status of administration
5. Recommendations

7.7 ADMINISTRATION AND ENFORCEMENT

Agent will assist the Association in the administration and enforcement of rules, regulations, and by-laws by notifying and informing owners and other residents, in writing, who may be in violation of Association policies.

Agent recommends Board to adopt a formal rule enforcement policy utilizing due process enforcement.

7.8 OWNER LIAISON

Agent will field all correspondence from unit Owners in a timely manner via phone, email, or regular mail. A complete summary of all correspondence can be provided to Board upon demand. Correspondence from unit Owners will be forwarded to Board via emailing a PDF document

By initialing below, you acknowledge and agree to the terms in Section 7.

X

Scott Luna, President

8. Attachment "C": Non-Recurring Charges

8.1 FEE SCHEDULE

One-Time Account Setup Fee: $250.00

Resale Information (to include documents, budget, financial disclosure, etc. Said listed items are to be charged to the owner.)

- Resale Certificate: $125.00

Mailings and Office Supplies

- Fax: No Charge
- Email: No Charge
- Postage: At Cost
- Envelopes (#10): $0.25/ea.
- Envelopes (9X12): $0.45/ea.
- Envelopes (Padded): $0.65/ea.
- Other Office Supplies: At Cost

Print Copies (except as provided as part of this Agreement

- $0.20 per copy b/w
- $0.45 per copy color

Accounting time (This item is for special projects only, for items not outlined in the original Agreement)

- $65.00 per hour

Certified Letters

- $5.00 + postage

Returned Check Charges (Charged to owner account)

- $55.00 each occurrence (Billed to Owner, MPC to retain $45.00 of said amount)

Nonstandard Management Services (Outside general management services outlined. Examples include insurance claim settlements requiring over 3 hours, additional Board meetings above those in Attachment "A", court appearances or testimony, Owner surveys, etc.)

- $65.00 per hour

MPC Property Management Repair/Maintenance Labor

- $45.00 per hour, one-hour minimum. $5.00 trip charge per visit.

By initialing below, you acknowledge and agree to the terms in Section 9.

X

Scott Luna, President

MPC Property Management LLC

120 E Chestnut St · Burlington, WI 53105
(262) 661-4264

9. Sign and Accept

9.1 SIGN AND ACCEPT

IN WITNESS WHEREOF, the Parties have affixed or caused to be affixed their respective signatures.

X

Owner — Scott Lurie, President

May 24, 2022
Date Signed

X Caressa Degeorge

Agent/Broker

May 25, 2022
Date Signed

TAB F
ANNUAL OPERATING BUDGET

Lakeshore Commons Residential

Account Name	Draft Budget	
Income		
Income from Lakeshore Single	18,960.53	30
Income from Lakeshore Townhomes	17,696.49	28
Income from Lakeshore Villas	35,392.98	56
Total Operating Income	**72,050.00**	114
Expense		
Operating Expenses		
Electricity/Gas	4,800.00	
Water/Sewer	5,000.00	
Telephone/Internet	3,000.00	
Trash Removal	600.00	
Total Operating Expenses	**13,400.00**	
MAINTENANCE Expense		
Pool Maintenance	20,000.00	
Fitness Equipment Maintenance	1,000.00	
Clubhouse Maintenance	5,000.00	
Summer Staff	20,000.00	
Total MAINTENANCE Expense	**46,000.00**	
ADMINISTRATIVE Expenses		
Management Fees	2,400.00	
Insurance	3,700.00	
Total ADMINISTRATIVE Expenses	**6,100.00**	
RESERVE EXPENSE		
Transfer to Reserves	6,550.00	
Total RESERVE EXPENSE	**6,550.00**	
Total Operating Expense	**72,050.00**	
Total Income	72,050.00	
Total Expense	72,050.00	
Net Income	**0.00**	

Lakeshore Villas

Account Name	Draft Budget	
Income		
Assessment Income	150,102.66	56 $ 223.37 per month
Total Operating Income	**150,102.66**	
Expense		
Operating Expenses		
Landscape Maintenance	30,000.00	
Snow Removal	30,000.00	
Trash Removal	7,700.00	
Total Operating Expenses	**67,700.00**	
MAINTENANCE Expense		
Driveway Maintenance	4,000.00	
Mailbox Maintenance	250.00	
Sidewalk Maintenance	1,000.00	
Total MAINTENANCE Expense	**5,250.00**	
ADMINISTRATIVE Expenses		
Management Fees	10,980.00	
Insurance	8,000.00	
Transfer to Lakeshore Master	8,633.98	
Transfer to Lakeshore Clubhouse	35,392.98	
Office Supplies	500.00	
Total ADMINSTRATIVE	**63,506.96**	
RESERVE EXPENSE		
Transfer to Reserves	13,645.70	
Total RESERVE EXPENSE	**13,645.70**	
Total Operating Expense	**150,102.66**	
Total Income	150,102.66	
Total Expense	150,102.66	
Net Income	**0.00**	

Lakeshore Townhomes

Account Name	Draft Budget	
Income		
Assessment Income	87,464.83	28 $ 260.31 per month
Total Operating Income	**87,464.83**	
Expense		
Operating Expenses		
Landscape Maintenance	15,000.00	
Snow Removal	15,000.00	
Trash Removal	5,000.00	
Total Operating Expenses	**35,000.00**	
MAINTENANCE Expense		
Driveway Maintenance	500.00	
Mailbox Maintenance	250.00	
Sidewalk Maintenance	250.00	
Total MAINTENANCE Expense	**1,000.00**	
ADMINISTRATIVE Expenses		
Management Fees	6,000.00	
Insurance	15,000.00	
Transfer to Lakeshore Master	4,316.99	
Transfer to Lakeshore Clubhouse	17,696.49	
Office Supplies	500.00	
Total ADMINSTRATIVE	**43,513.48**	
RESERVE EXPENSE		
Transfer to Reserves	7,951.35	
Total RESERVE EXPENSE	**7,951.35**	
Total Operating Expense	**87,464.83**	
Total Income	87,464.83	
Total Expense	87,464.83	
Net Income	**0.00**	

Lakeshore Single

Account Name	Draft Budget	
Income		
Assessment Income	80,119.46	30 $ 222.55 per month
Total Operating Income	**80,119.46**	
Expense		
Operating Expenses		
Landscape Maintenance	15,000.00	
Snow Removal	15,000.00	
Trash Removal	5,000.00	
Total Operating Expenses	**35,000.00**	
MAINTENANCE Expense		
Driveway Maintenance	2,000.00	
Mailbox Maintenance	250.00	
Sidewalk Maintenance	1,000.00	
Total MAINTENANCE Expense	**3,250.00**	
ADMINISTRATIVE Expenses		
Management Fees	5,500.00	
Insurance	5,000.00	
Transfer to Lakeshore Master	4,625.35	
Transfer to Lakeshore Clubhouse	18,960.53	
Office Supplies	500.00	
Total ADMINSTRATIVE	**34,585.87**	
RESERVE EXPENSE		
Transfer to Reserves	7,283.59	
Total RESERVE EXPENSE	**7,283.59**	
Total Operating Expense	**80,119.46**	
Total Income	80,119.46	
Total Expense	80,119.46	
Net Income	**0.00**	

Lakeshore Master

Account Name	Draft Budget
Income	
Income from Multifamily	49,028.68
Income from Lakeshore Single	4,625.35
Income from Lakeshore Townhomes	4,316.99
Income from Lakeshore Villas	8,633.98
Total Operating Income	**66,605.00**
Expense	
Operating Expenses	
Electricity	2,200.00
Water	2,200.00
Trash Removal	3,000.00
Landscape Maintenance	30,000.00
Total Operating Expenses	**37,400.00**
MAINTENANCE Expense	
Sidewalk Maintenance	5,000.00
Signage Maintenance	250.00
Lighting Maintenance	300.00
Community Gardens	500.00
Amphitheater	500.00
Bench Maintenance	100.00
Hammock Area Maintenance	100.00
Tennis Court Maintenance	1,000.00
Bocce Ball Court Maintenance	500.00
Pickleball Court Maintenance	1,000.00
Basketball Court Maintenance	1,000.00
Total MAINTENANCE Expense	**5,250.00**
ADMINISTRATIVE Expenses	
Management Fees	2,400.00
Insurance	15,000.00
Meeting Expense	500.00
Total ADMINISTRATIVE Expenses	**17,900.00**
RESERVE EXPENSE	
Transfer to Reserves	6,055.00
Total RESERVE EXPENSE	**6,055.00**
Total Operating Expense	**66,605.00**
Total Income	66,605.00
Total Expense	66,605.00
Net Income	**0.00**

TAB G
RULES AND REGULATIONS

THE RESIDENCES AND CLUBHOUSE OF LAKESHORE COMMONS CONDOMINIUM OWNER'S ASSOCIATION, INC.

RULES AND REGULATIONS

EFFECTIVE JULY 15, 2022

TABLE OF CONTENTS

Page

I. INTRODUCTION 1

II. PROPERTY MANAGER 1

III. RULES AND REGULATIONS 1

A. PARKING 1
A.1 OUTDOOR PARKING. 1
A.2 GENERAL. 2
A.3 TOWING POLICY: 3

B. ANIMALS 3

C. CLUBHOUSE RULES 4

D. SWIMMING POOL RULES 5

E. TENNIS, BASKETBALL, PICKLEBALL, BOCCE BALL AND SIMILAR RECRETATIONAL COURTS 7

F. PERSONAL PROPERTY 7

G. DECORATIVE AND OTHER ITEMS 8

H. FLOWERS/LANDSCAPE PLANTS 10

I. SIGNS 10

J. COMMON AND LIMITED COMMON ELEMENTS 11

K. GARBAGE 12

L. RUMMAGE SALES 13

M. RESTRICTIVE COVENANTS AGREEMENT 13

N. BULLETIN BOARD AND OFFICIAL NOTIFICATION PROCEDURES 13

O. RULES RELATING TO CONTRACTORS 13

IV. INFORMATIONAL MATTERS 15

A. ASSESSMENTS 15

B. LEASED UNITS 15

V. RULES ENFORCEMENT AND GRIEVANCE PROCEDURES. 16

H. GRIEVANCE COMMITTEE RULES AND PROCEDURES: 17

I. INTRODUCTION

These Rules and Regulations (the "Rules") are a legal part of The Residences and Clubhouse at Lakeshore Commons Condominium governing documents. These Rules are intended to enhance the general enjoyment and aid the Board of Directors in the management of The Residences and Clubhouse at Lakeshore Commons Condominium Owner's Association, Inc. (the "Association"). The Rules below are adopted and may be amended by the Board of Directors, as allowed by the Condominium's Bylaws. All Rules are in compliance with Wisconsin State Statute 703 (the "Condominium Act"). Any capitalized term that is not herein defined shall have the same meaning as provided for in the Condominium Act, the Declaration and/or the Bylaws.

II. PROPERTY MANAGER

The Board of Directors has engaged MPC Property Management LLC as the property manager of the Condominium (the "Property Manager"). The Property Manager can be contacted as follows:

Property Manager Office:	120 E. Chestnut St.
	Burlington, WI 53105
Office Hours:	M-F 8:30 a.m. – 5:00 p.m.
Telephone:	262-661-4284

III. RULES AND REGULATIONS

A. PARKING

A.1 OUTDOOR PARKING.

a. No boats, trailers, motor homes, trucks larger than a ¾ ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight. Notwithstanding the foregoing, service vehicles owned or controlled by a Unit Owner, or its tenant, shall be allowed to park on any street or parking space overnight so long as such vehicle is registered with the Association.

b. With respect solely to a Single-Family Unit, other vehicles used for recreation (RVs and van conversions) which cannot be parked inside a garage, are permitted to be parked in the Limited Common Elements (i.e. such Unit's Owner's individual driveway or in front of their individual garage) for up to forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other homeowners. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, or courier or delivery services, are an authorized exception.

c. Storage and/or moving pods may be placed in unassigned outdoor parking spots for up to 72 hours. Such placement shall not be placed in any manner, which blocks any street or driveway, and except with respect to a Single Family Unit, other than the owner/resident or guest parking within their owner ingress/egress to their own garage. Such pods shall only be placed on asphalt and not on any grass, yards, or landscaped areas.

d. No vehicles shall be parked in any manner, which blocks any street or driveway, other than the owner/resident or guest parking within their own ingress/egress to their own garage.

e. Vehicles which cannot be identified as belonging to an owner, parked in any Common or Limited Common Element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.

f. No vehicle repairs are permitted in the Common or Limited Common Elements except for short-term emergency work (flat tire, battery charge, etc.)

g. Inoperable vehicles (i.e., those with flat tires, expired license tags, etc.), which cannot be identified as belonging to a homeowner/resident, and vehicles parked in any Common or Limited Common Element for more than 48 consecutive hours will be towed off the premises at the owner's expense.

h. Vehicles leaking fluids that damage blacktop surfaces (motor oil, brake or transmission fluid, and coolants) must be parked inside the homeowner's garage. Resulting asphalt damage will be repaired by the Association and at the homeowner's expense.

A.2 GENERAL.

a. All residents of the Condominium must register their vehicles with the Property Manager within 7 days of residency. Failure to register will result in a warning notice being issued. If after 7 days from the issuance of the notice the resident has not registered his or her vehicles, the Association will issue a fine.

b. All parking whether by homeowner or guest(s) must be:

(i) Within the garage,
(ii) in the Limited Common Elements in front of the garage door,
(iii) in the designated striped parking spaces in the Common Elements, or
(iv) along the street.

c. For security reasons and aesthetics, overhead garage doors shall be closed at all times when the garage is not in active use.

d. Unsightly vehicles including automobiles, vans, trucks and recreational vehicles are not permitted on the property.

e. Any parking on public streets shall abide by any and all local and municipal rules, laws and ordinances. Any such violations will be handled by the local municipality.

A.3 TOWING POLICY:

If any Unit Owner, guest or tenant of any owner violates any parking restriction, then the Association and/or the Property Manager may, at any time thereafter and without further notice, make arrangements to tow, or transport, the vehicle to a storage facility. In such event, the towing charges and storage expenses incurred by the Association and/or the Property Manager shall constitute an assessment or charge against any Unit owned by the offending Unit Owner, even if the vehicle belonged to a guest or tenant of the owner.

B. ANIMALS

B.1 No animals, livestock or poultry of any kind shall be raised, bred or kept in any home or in any of the Common Elements. Birds and fish, and not more than a total of two dogs and cats, (i.e. two dogs, OR one dog and one cat, OR two cats), may be kept as household animals by homeowners provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

B.2 Notwithstanding any rules contained herein related to the dog park, all animals, when outdoors, shall be maintained on a leash.

B.3 Animals shall be licensed by the municipality if required and comply with municipal ordinances, laws, and regulations in all respects, and owners shall possess proof that animals have been inoculated properly. If it becomes necessary, the Board of Directors of the Condominium Association and/or the Property Manager has the authority to request proof of an animal's inoculations and license.

B.4 Animals shall be supervised by a responsible individual at all times. Such individuals are responsible for the immediate cleanup of all animal waste.

B.5 No animal shall be tethered outside in any Common Element or Limited Common Element without the animal owner present.

B.6 If animal droppings or burn residue from urine are found to abound around a particular Unit, the Board shall assume that the damage was done by that homeowner's animal. The Board of Directors or the Property Manager will have that area cleaned and re-landscaped as necessary. The homeowner will be responsible for the payment of all costs and appropriate fines.

B.7 Homeowners whose animal(s) create a nuisance by disturbing the peace in the community, e.g. aggressive species, barking, and other noxious noises, will be initially warned of the problem. If violations occur after the initial warning, the

homeowner may be required to remove the animal from the community permanently.

B.8 It is suggested that ID tags with owner's name/address shall be displayed on animals at all times.

B.9 No "visiting" animals are allowed on the grounds or in any Unit at any time in excess of two (2) weeks in the aggregate or consecutively, where such "visiting" animals must be registered with the Association if the visit will exceed such two-week period. The Association in its discretion may permit or disallow visits for over two (2) weeks in the aggregate or consecutively on a case-by-case basis.

B.10 DOG PARK.

a. The dog park is located in the area identified on the Plat and is open only to the Condominium.

b. All owners, visitors, guest, and animals in the dog park must comply with these Rules, any rules or regulations posted at the dog park, all municipal ordinances, rules, or regulations, and all other laws affecting the ownership or public handling of animals.

c. A waste container and scooper are provided for your convenience adjacent to the dog park for disposal of animal waste. Animal owners must clean up after their animal even if complimentary bags and scoopers are not available at the time.

d. Dog park hours of operating are expected to be 6 a.m. - 9 p.m., on weekdays and 6 a.m. - 9 p.m. on weekends, subject to change by the Association, but in no event earlier than dawn or later than dusk.

C. CLUBHOUSE RULES

C.1 The clubhouse together with the swimming pool (the "Clubhouse Pool"), fitness center, community room, and related facilities (collectively, the "Clubhouse") which are located where indicated on the Plat, are for the exclusive use of the Single Family Condominium Unit Owners and their tenants, invitees and guests who are current on Association assessments and dues.

C.2 Each Unit Owner will receive two (2) key fob cards per Unit to be registered with the Association and Property Manager. The cost of additional or replacement cards will be an amount set from time to time by the Association, but not less than Forty Dollars ($40) per card. Upon sale of a Unit, the new Unit Owner must register key cards with the Association and Property Manager. If the Property Manager determines that an Owner is not current in the payment of assessments then the Property Manager may electronically 'de-authorize' the fobs or cards for that Unit from working without advance notice to the Owner, until payment is made.

C.3 The Association takes pride in presenting our Unit Owners with a beautiful Clubhouse in which to relax with neighbors, friends and guests. Informal use of the Clubhouse is encouraged (unless the community room is rented). These rules

have been established to assure each resident the enjoyment of the Clubhouse without infringement upon the privileges of other owners/residents. The Board of Directors reserves the right to close the Clubhouse in its discretion.

C.4 Normal Clubhouse hours are as determined by the Association and posted outside of the Clubhouse. The Clubhouse Pool hours are as determined by the Association and set forth on signs posted at the Clubhouse Pool, and subject to change by the Association. Unit Owners and guests are not permitted to remain or reside overnight in the Clubhouse or Clubhouse Pool areas.

C.5 A resident may reserve the community room in the Clubhouse for a small private party (less than 84 people). A resident may also reserve the multi-purpose room for a small private party (less than 17 people).

a. A rental fee of $200 is required for the community room with a $250 refundable security deposit. The rental fee and security deposit are subject to change by the Association.

b. A rental fee of $150 is required for the multi-purpose room with a $200 refundable security deposit. The rental fee and security deposit are subject to change by the Association.

c. Owners must be current with their association fee payments for their residents or themselves to reserve the community room or multi-purpose room for private parties.

d. Use of the community room or multi-purpose room is by separate agreement.

e. Exclusive private use of the community room or multi-purpose room is prohibited without a signed agreement.

f. The resident must remain with the party at all times and the resident and Owner shall be responsible for the actions of his/her guests.

g. Residents who reserve the community room or multi-purpose room for a party must clean or make arrangements to have it cleaned by 9 a.m. the following day.

C.6 The Clubhouse Pool and related area are not available to any members or guests of any party in the community room or multi-purpose room. Further, the Clubhouse Pool cannot be reserved for private or special functions and any special or reserved status parties at the community room or multi-purpose room do not have access to the pool.

C.7 Live music is prohibited.

D. SWIMMING POOL RULES

D.1 The Clubhouse Pool will be open to residents permitted to have use of that pool, and their guests, subject to the following:

a. There will be an established hour for daily maintenance. This time will be posted and updated on the resident website and bulletin board.

b. Pool hours are sunrise to sunset daily unless otherwise stated on posted signs, subject to change by the Association.

D.2 Each Unit is limited to a maximum of three (3) guests at any given time.

D.3 Guests must be accompanied by a resident and are subject to all posted rules, including no diving. Residents and their Unit Owner will be held responsible for the actions of their guests.

D.4 The Pool gates must be locked at all times as specified by the Wisconsin Health Department.

a. Access to the Pool is permitted exclusively through the gates.

b. Obstruction of the gate to prevent it from locking or unlocking is prohibited.

D.5 All persons are responsible for cleaning litter caused by their use of the Pool area.

D.6 No alcoholic beverages are allowed within the fenced area of the Pool.

D.7 Portable battery operated radios, hi-fis, and other electronics projecting sound, are not permitted in the Pool area unless utilized with headphones to avoid disturbing others.

D.8 Floats, rafts, beach balls, etc., are only allowed in the Pool or Pool area provided sufficient space exists for safe use in a way so as not to create a nuisance or annoyance to other Unit Owners or guests, where removal of such items may be required as determined by the Association or Property Manager. This does not include any life jackets or similar flotation devices necessary for babies and children.

D.9 Furniture must not be removed from the Pool area or placed next to the edge of the Pool.

D.10 No animals are allowed in the Pool area.

D.11 No breakable glass items are allowed in the Pool area.

D.12 No food, gum, candy, etc., are allowed in the Pool area unless at a seating area; and not within the Pool.

D.13 Persons with infectious conditions shall not use the Pool.

D.14 Use of athletic equipment, running on the Pool deck, pushing, wrestling, dunking in the Pool, obnoxious or rowdy behavior, horseplay or obscene language is not permitted.

D.15 Any lifesaving equipment provided by the Condominium – reach pole, ring buoy, etc. is for safety and emergency use only.

D.16 **SWIM AT YOUR OWN RISK** – THERE IS NO LIFEGUARD ON DUTY. **USE THE POOL DECK AT YOUR OWN RISK** – THE ASSOCIATION DOES NOT MAINTAIN LIFEGUARDS OR STAFF FOR POLICING USE OF THE POOL AREA.

E. TENNIS, BASKETBALL, PICKLEBALL, AND SIMILAR RECRETATIONAL COURTS

E.1 Use of these recreational facilities are on a first come, first serve basis.

E.2 Teams or users are permitted to use the courts for two (2) consecutive hours only. If courts are unreserved, they may continue to play.

E.3 Residents arriving at the courts without a reservation can play only in a court that is unreserved and must sign the reservation form in the Clubhouse foyer for that time period.

E.4 Conduct on the court is governed by the rules establish by the national governing body for tennis, basketball, racquetball, pickleball, or other sports being played.

E.5 Residents are responsible for the conduct of their guests and children.

E.6 Guests must be accompanied by a resident at play on the court and are subject to all rules.

E.7 Reservations are forfeited if the holder is more than 15 minutes late.

E.8 Proper attire and equipment must be used (i.e. athletic shoes, tennis racket, etc.).

F. PERSONAL PROPERTY

F.1 All personal property, bicycles, storage containers, tools, etc. must be stored in the garage at all times. Garden hoses, when not in use, must be kept inside the garage or in a Board approved neutral-colored, covered box designed specifically for hose storage. Cooking grills, table and chairs, and table umbrella are approved for use and storage on the patio or deck if permitted by municipal ordinances, laws, and regulations and if operated in a safe manner. Covers for winter must be specifically designed for that item and properly secured for winter weather conditions. Any damage caused as the result of use of any such cooking grills or other outdoor equipment shall be the sole responsibility of the Unit Owner.

F.2 Except as otherwise permitted herein, nothing may be hung, attached, affixed to or placed upon the exterior walls or trim, doors, fences or roof without the prior written approval of the Board pursuant to Article IX of the Declaration . This includes, but is not limited to, signs, plaques, awnings, canopies, antennas, satellite dishes, ornaments, decorative banners, bird feeders, bird houses, wind chimes, or wind socks. Repair of any damage caused by attachment to the structures shall be

performed by the Association or Property Manager and the cost of those repairs is the sole responsibility of the homeowner. (See F.5 below)

F.3 All other strictly prohibited items include, but are not limited to, artificial flowers, swing sets, laundry poles or clotheslines. Laundry (swimsuits, towels, rugs, etc.) may not be hung over a patio or deck fence.

F.4 A maximum of two security system signs are permitted only in the Limited Common Elements.

F.5 The American flag may be flown or displayed anytime in the Limited Common Elements, following accepted flag protocol and using a flag pole holder that may be attached to the deck, fence post, the vertical corner trim of a Unit, or the side trim of the garage overhead door, but not extending above the roof line. The cost of repair of any damage to the structure caused by such hangers is the sole responsibility of the homeowner. No other flags are permitted.

F.6 The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

a. Owners must obtain approval from the Board in advance of installing a satellite dish or antenna.

b. No satellite dishes or antennas may be placed in the Common Element as noted in F.2 above.

c. In the event that adequate reception quality cannot be achieved by installation on the Unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

d. Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish may not penetrate the buildings' masonry exterior. Wires run across the ground must be buried and adhere to the Environmental Documents. All wires must go through part of the "Unit" as defined in Association Documents (windows, doors, door frames, etc.)

e. Satellite dish and wiring must be removed upon termination of service or sale of the Unit, whichever occurs first, and any Common or Limited Common Element affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new Unit Owner) will be responsible for the cost.

G. DECORATIVE AND OTHER ITEMS

G.1 Decorative and other items which **ARE PERMITTED**

a. A wreath or decoration on the front door which is not larger than thirty (30) inches in diameter and properly mounted using a hanger suspended from the top of the door

b. Up to four single shepherd hooks or two double shepherd hooks for hanging live floral baskets are permitted only within the interior space of the Unit (i.e., not outward facing or otherwise affixed to any permitted raised planting boxes or fences). The hooks shall be no taller than 72 inches overall and placed in a mulched bed in the Limited Common Elements. Floral baskets and empty shepherd hooks shall be removed at the end of the growing season (October 15). Fall blooming plants and shepherd hooks shall be removed by November 30. Natural color cedar deck flower boxes are also approved.

c. Up to six (6) flower or plant pots in the Limited Common Element, including the area outside of the garage, which are no taller than thirty-six (36) inches. Flower pots shall be removed after the growing season unless plants are year-round such as evergreens.

d. If purchased through and approved by the Association, solar rechargeable powered, UL approved low voltage LED lights are permitted in the Limited Common Element area. Lights cannot exceed 24 inches in height, must be black in color, have white light directed towards the ground, be limited to no more 6. All lights must be installed in the Limited Common Element area adjacent to the sidewalk. Lights may not interfere with lawn cutting or plants.

e. Hoses may be stored outside from May 1 to November 1 in an approved covered box type container in a taupe or tan color. After November 1, the container and hose shall be removed and stored inside the garage.

f. No bird feeders are allowed in the Limited Common Element area.

G.2 Decorative and other items which **ARE NOT PERMITTED**

a. Wall plaques, including name/address plates

b. Windsocks, wind chimes, and large decorative banners (see above), pinwheels, etc.

c. Statues or statuettes, other than described above.

d. Garden hose hangers or banners

e. Inflatable decorations

f. Fencing of any type in the Limited Common Elements or the Common elements, except as purchased through and approved by the Association.

g. Gazing balls

h. Changes/additions to Limited Common Element flower beds or landscaping not in accordance with these Rules

i. Any outdoor or exterior thermometers, thermostats, or other temperature control devices

j. Any items which do not comply with the Environmental Documents defined in the Declaration

k. Any items which have not been purchased through or approved by the Association if not explicitly address herein

G.3 Holiday Decorations

a. Seasonal lights and decorations may be placed in the Limited Common Elements and/or on building exteriors provided the decorations do not damage the Limited Common Elements including the building, gutters, or siding. Repair of any damage caused by attachment to any structure shall be performed by the Association and the cost of those repairs shall be the sole responsibility of the homeowner. No ornaments or decorations are allowed on the roof or hanging from the roof.

b. December holiday decorations may be displayed no earlier than four (4) weeks before and two (2) weeks after the holiday. Other national holidays such as Easter, Memorial Day, July 4th, Labor Day, Halloween, and Thanksgiving may be recognized no earlier than two weeks before and one week afterward.

c. Yard displays, lighted or unlighted, are not permitted in the Common elements.

H. FLOWERS/LANDSCAPE PLANTS

H.1 Except as set forth in Section I.3 below, Unit Owners are not permitted to plant any flowers, landscape plants, vegetables, or other plantings in any area of the Common Elements, Limited Common Elements, or exterior areas of the Unit.

H.2 Raised Flower Beds – if a Unit Owner has purchased a raised flower or planting bed through the Association, such Unit Owner will maintain any plantings in the raised or planting bed in a sightly manner and to maintain such plantings only within the approved raised flowed or planting bed, in accordance with the Rules, Condominium Documents, and Environmental Documents (as defined in the Declaration).

I. SIGNS

I.1 No signs may be hung or displayed from inside the windows except professionally prepared “For Sale” or “For Rent” signs or security system decals.

I.2 “For Sale” or “For Rent” signs shall not be larger than 24” x 24” and must be professionally prepared.

I.3 Professionally prepared political signs may be displayed in a Unit’s window or in the Limited Common Element one month prior to an election and removed three

days after said election. Such signs may be no larger than 24" x 24" and must be one that supports or opposes a candidate for public office or a referendum question. (Per WI statute 703.105(1m). This rule applies ONLY to candidates and specific referenda on the ballot. No other signs of a political nature may be displayed. Only one sign per Unit per election is permitted.

I.4 No more than one sign may be displayed at a home.

I.5 No signs of any kind are permitted in any Common or Limited Common Elements except as specified above.

I.6 The foregoing provisions shall not apply to the Developer, Declarant, and/or Association, as they may, in their sole discretion, display signs that they deem appropriate for purposes of marketing Units for sale or for rent, or otherwise promoting or marketing the Condominium Property.

J. COMMON AND LIMITED COMMON ELEMENTS

J.1 COMMON ELEMENTS – The Common Elements include the following: all landscaped areas of the Condominium Property, the paved driveways, parking areas, private streets, pedestrian walkways and trails, Common signage, fences surrounding the boundary of the Condominium Property and any community areas, community garden(s), community permanently affixed tables or seating, seating corridors, interactive play, plazas, open lawn, garden, and dog park areas, amphitheater, boardwalk areas, basketball, pickleball, tennis, and similar recreational courts, all as may be set forth on the Condominium Plat and in the Declaration.

a. There shall be no obstruction of the Common Elements and facilities and nothing shall be stored therein without the prior written consent of the Board of Directors.

b. Use or storage of recreational equipment is prohibited in Common Elements.

J.2 LIMITED COMMON ELEMENTS

a. Every Unit Owner and resident must maintain the Limited Common Elements appurtenant to his Unit in clean and proper conditions. Notwithstanding anything herein to the contrary, no objects or structures, other than movable patio furniture or decorative pieces, shall be placed on balconies, porches, patios or decks, without the prior written consent of the Board of Directors or the Property Manager.

b. Residents are prohibited from storing bicycles in the Common Elements or Limited Common Elements, outside Units, on lawns, or patios. Bicycles must be stored in the storage locker, garage areas or in the Owner's or Resident's Unit.

c. Hanging or shaking out items such as wash, clothing, other apparel or rugs on patios, porches, decks or balconies is prohibited.

d. Major alterations, such as the installation of awnings, sunshades, canopies, or screens are prohibited without the prior written consent of the Board of Directors and as provided in Section IX of the Declaration.

e. Visible appliances and items other than movable patio furniture and barbecue grills on patios, porches, decks or balconies are prohibited.

f. Wading pools and yard designed playthings (i.e. trampolines or playsets) are prohibited from use on all Common and Limited Common Elements.

g. Hot tubs are permitted for Single Family Units and Villa Units; prohibited for Townhome Units.

h. Fire pits, stand-alone heaters, or other fuel or propane/gas powered heating devices are permitted for Single Family Units and Villa Units; prohibited for Townhome Units.

K. GARBAGE

K.1 Trash containers must be supplied by the homeowner and cannot be set out before 7:00 p.m. (Summer) or before dusk (Winter) the night before pickup. Trash containers should be set out before 7:00 a.m. on the morning of scheduled trash pickup to guarantee service.

K.2 Only trash containers with secure lids are permitted. All trash receptacles and lids must be marked with homeowner's address.

K.3 Securely fastened plastic bags not in containers are permitted only if put out after 5:00 a.m. on collection day to prevent possible scattering of trash.

K.4 Recycling is permitted and encouraged using the municipality approved containers. These can be obtained from the municipality.

K.5 Trash containers must be picked up and put away by 9:00 p.m. the day of collection. Arrangements must be made for the removal and storage of trash containers if one will be away the day of collection.

K.6 Trash containers, when not set out for collection, must be kept inside the garage. Homeowners are responsible for cleanup of any trash spillage from their containers.

K.7 No hazardous materials (paint, flammable materials, acids, etc.) may be placed in trash containers for collection. Homeowners are responsible for the disposal of ALL such items at designated and appropriate sites.

K.8 Homeowners using the municipal Christmas tree disposal/recycling service should confirm pickup dates with the City and put out trees ONLY when pickups are scheduled for this area. If one misses the date, the homeowner is responsible for proper disposal of said tree. If the Association must arrange for pickup and disposal, the homeowner will be charged accordingly.

L. RUMMAGE AND ESTATE SALES

Rummage and estate sales are not permitted.

M. RESTRICTIVE COVENANTS AGREEMENT

M.1 A Unit Owner shall not violate any of the covenants, conditions or restrictions contained in that certain Restrictive Covenants Agreement between the City of Oak Creek and _____ dated _____, 2022, recorded with the Milwaukee County Register of Deeds on _____, 2022 as Document No. _____ (the "City's Restrictive Covenants"). Any such violation by a Unit Owner (or their tenants) is subject to such remedies as provided in the City's Restrictive Covenants and/or pursuant to the violations/fines contained in the Condominium Instruments.

N. BULLETIN BOARD AND OFFICIAL NOTIFICATION PROCEDURES.

The bulletin board displayed in the Homeowners' Clubhouse, as well as an online portal for all Lakeshore Commons residents is the approved and proper vehicle for communicating any necessary notice or information to Unit Owners and their tenants/residents.

Letters from the Board or the Property Manager are the approved and proper vehicle for communicating rules.

O. RULES RELATING TO CONTRACTORS

O.1 In accordance with Article IX of the Declaration, a Unit Owner must obtain prior written consent from the Board of Directors for any exterior additions or alterations to a Unit.

O.2 Any and all Board approved exterior work must be completed by one of the approved contractor's identified on Schedule 1 attached hereto and incorporated herein. The Board has the right, in its sole discretion, to add or remove any contractors identified on Schedule 1, or to allow such Unit Owner's suggested contractor approval to complete the work.

O.3 Unit Owners shall furnish any contractor performing work on the Condominium premises on the Unit Owner's behalf with a copy of the Condominium Instruments and/or the Environmental Documents, along with the name, address and phone number of the Property Manager.

O.4 Units Owners shall be responsible for any violations of the Condominium Instruments and/or Environmental Documents by any contractor performing work on the premises on their behalf.

O.5 Work shall be completed so as not to adversely affect other Unit Owners and according to the Condominium Instruments and/or Environmental Documents.

O.6 Any work performed by a Unit Owner and their contractor may only be done during normal business hours (M-F 7:00 a.m. – 5:00 p.m.; Sat. 7:00 a.m. –

3:00 p.m.). Any core, hammer drilling or high noise operation is only allowed between 8:30 a.m. – 5:00 p.m. M-F. Work during any other hours must be pre-approved in writing by the Property Manager. This rule shall not apply to the Declarant with respect to its initial construction of the Units, nor any maintenance, repair and restoration.

O.7 System tie-ins:

a. For work requiring building tie-ins for HVAC piping, plumbing piping, sprinkler system, smoke detection, electrical, cable, phone, etc., the Unit Owner shall comply with the requirements contained in Article IX of the Declaration.

b. Before the tie-in work commences, the Unit Owner and/or contractor shall obtain the necessary approval from the Board or the Property Manager as provided in Article IX of the Declaration.

c. The Board and/or Property Manager may waive the approval process if emergency work is needed.

O.8 Contractor vehicles shall not block access to Common Elements or Limited Common Elements, including, but not limited to, the driveways, roads, or alleys.

O.9 No work shall be performed in the Common Elements by any Unit Owner without the approval of the Board as provided in Article IX of the Declaration and/or with the written consent of the Board.

O.10 Removal of construction, demolition materials:

a. The general contractor and/or subcontractor(s) shall make arrangements to obtain a dumpster for discarding of materials. The dumpster shall not interfere with the ingress and egress of any building or garage doorway. All dumpster arrangements shall meet with the approval of the Property Manager.

b. Ultimately, the removal of construction debris is the responsibility of the Unit Owner having the work done.

O.11 Unit Owners having work done will be held responsible for any and all damage, insurance deductible or any extra charge for the cleaning, removal of debris to the Common Elements and/or adjoining Units as a result of contractors or carriers work or negligence. Unit Owners having work done will be charged for removal of materials or for cleaning of the Common Elements due to construction to their Unit.

O.12 All contractors must provide proof of insurance, including worker's compensation insurance to the Property Manager, unless a waiver of such insurance is applicable.

IV. INFORMATIONAL MATTERS

A. ASSESSMENTS

A.1 All assessments are due on the first of each month, unless there is something in writing from the Association setting a different due date. Any assessment not paid within ten (10) days of the due date will be charged a $50 late fee as a Special Assessment.

A.2 To minimize cash flow problems and encourage compliance, liens may be filed against a Unit when an assessment is 30 days past due. In addition, the Unit Owner will be assessed $100 for administrative costs, or such other amounts for administrative costs as the Association may establish, as a Special Assessment.

A.3 Any assessment not paid when due shall be charged compound interest at the rate of 1.5% per month and actual attorney fees.

B. LEASED UNITS

B.1 In addition to the leasing provisions provided for in the Bylaws, a copy of every such lease, as and when executed, shall be furnished to the Property Manager. The lessee under every such lease shall be bound by and subject to all of the obligations under the Condominium Instruments and City's Restrictive Covenants. The Unit Owner shall provide tenant with such documents when entering into such Lease. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association against the Unit Owner. In the event any lease shall fail to include the foregoing, it shall nevertheless be deemed incorporated into such lease. The Unit Owner is responsible and liable for the conduct and actions of his or her tenants.

B.2 Prior to or within seven (7) days of occupancy of a Unit, residents must register their motor vehicles with the Property Manager and complete Resident Registration Form maintained by Property Manager.

B.3 For their own protection and the protection of their Unit(s), Unit Owners should review their insurance coverage. Not all policies cover damage or injuries which might be caused by tenants. Owners are advised to obtain damage and liability insurance for their Unit(s) as the Association's master policy only covers Common Elements.

B.4 In order to protect their investments, Owners should periodically check on the condition and maintenance of their Unit(s). Damage to Common Elements or Limited Common Elements traceable to specific tenants can become the liability of the Unit Owner.

V. RULES ENFORCEMENT AND GRIEVANCE PROCEDURES.

The following is a schedule of the fines that will be imposed for non-compliance with the law, and/or the Condominium Instruments:

A. Written Warning for a Unit Owner or resident's first violation of the Condominium Instruments and/or the City's Restrictive Covenants. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain the violation and the need that all residents and Unit Owners comply with the Condominium Instruments and/or the City's Restrictive Covenants.

B. Fifty Dollars ($50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Instruments and/or the City's Restrictive Covenants (or for the violation that remains after the Unit Owner has received the warning letter discussed above). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

C. One Hundred Dollars ($100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Instruments and/or the City's Restrictive Covenants.

D. Notwithstanding paragraphs (A-C) immediately above, Five Hundred Dollars ($500.00) shall be assessed for each violation of the Condominium Instruments and/or the City's Restrictive Covenants, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.
2. The violation was malicious in its intent.
3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Instruments and/or the City's Restrictive Covenants.
4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (i.e. if alterations are made that cannot be restored to their original state.)

E. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

F. Attorney Fees

1. The Board may also assess a Unit Owner who has violated the Condominium Instruments and/or the City's Restrictive Covenants for the actual attorney fees incurred associated with reviewing the facts and Condominium Instruments and/or the City's Restrictive Covenants, and advising the Board.
2. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or

defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Unit Owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

G. Any Unit Owner who has been accused (or whose tenant or guest has been accused) of violating the Condominium Instruments and/or the City's Restrictive Covenants or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

H. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board.
2. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.
3. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
4. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
    a. A letter shall be sent by certified mail, return receipt requested, informing all parties:
        (i) Of the time, place and date of a hearing before the Grievance Committee.
        (ii) Of the right to counsel.
        (iii) That evidence shall be received and a record made whether or not the party complained against attends.
6. The hearing shall be divided into two (2) sections:
    a. hearing.
    b. The determination and decision.
7. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
8. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested

by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

9. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

10. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

11. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

12. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence:

    a. The award was procured by corruption, fraud or undue means;

    b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

    c. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

    d. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made

TAB H
MASTER CONDOMINIUM DOCOUMENTS

EXECUTIVE SUMMARY

As of July 7, 2022

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the ☐ icon) or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

Condominium Name: Lakeshore Commons Master Condominium

How is the condominium association managed?

- What is the name of the condominium association? Lakeshore Commons Master Condominium Owner's Association, Inc.
- What is the association's mailing address? c/o F Street OCLV, LLC, 1134 N. 9th Street, Suite 220, Milwaukee, WI 53233
- How is the association managed?
  - ☐ By the unit owners (self-managed)
  - ☐ By a management agent or company
  - ☒ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Residential Units: MPC Property Management LLC/Multi-Family Units: Harmoniq, LLC d/b/a Harmoniq Residential (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? MPC Property Management LLC – 120 E. Chestnut Street, Burlington, WI 53105, Telephone 262-661-4284; Harmoniq – 833 E. Michigan St., Ste, 520, Milwaukee, WI 53202, Telephone 414-276-9500
- For specific information about the management of this association, see Declaration Article VII; Bylaws Articles IV and V

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? The number of parking spaces is dependent on the type of unit and floor plan selected. See Sections 4.1 and 4.2 of the Master Declaration, the Plats, and the floor plans provided by the Declarant.
  - ☒ Common element (parking lots Declaration Section 4.1)
  - ☒ Limited common element (Multi Family Units, and parking adjacent to Residential Units – Declaration Section 4.2)
  - ☐ Included as part of the unit
  - ☐ Separate nonvoting units
  - ☐ Depends on individual transaction

- Are parking assignments reserved or designated on the plat or in the condominium documents?
  ☐ No
  ☒ Yes - Where? See the Plat and any floor plans provided by the Declarant.
- Can parking spaces be transferred between unit owners?
  ☒ No
  ☐ Yes
- What parking is available for visitors? Parking lot areas, along the street or single family homes with garages, guests can park within their own ingress/egress to their garage.
- What are the parking restrictions at this condominium? No boats, trailers, motor homes, trucks larger than a ¾ ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight. Notwithstanding the foregoing, service vehicles owned or controlled by a Unit Owner, or its tenant, shall be allowed to park on any street or parking space overnight so long as such vehicle is registered with the Association. For more detail see Rules and Regulations.
- For specific information about the parking of this condominium, see Rules and Regulations Section III A; and The Residences and Clubhouse at Lakeshore Commons Condominium (the "*Residences Condominium*") Executive Summary and related Residences Condominium documents

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Birds and fish, and not more than a total of two dogs and cats, (i.e. two dogs, OR one dog and one cat, OR two cats)
- What are some of the major restrictions and limitations on pets? All animals when outdoors, shall be maintained on a leash, notwithstanding any rules relating to the dog park. Animals shall be licensed and owners shall possess proof that animals have been inoculated properly. Animals shall be supervised by a responsible individual at all times and must immediately cleanup all animal waste. No animal shall be tethered outside in any Common Element or Limited Common Element without the animal owner present.
- For specific information about the condominium pet rules, see Rules and Regulations Section III B, and Residences Executive Summary and related Residences Condominium documents

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? The Residential Unit, or any part thereof (including any condominium units of same that may be declared) must be rented by written lease of a one-time per year lease of no less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year to different persons. Short term rentals are prohibited. No restrictions on leasing Commercial Units.
- For specific information about renting units at this condominium, see Declaration Section 5.1, 5.7; 5.8; and Rules & Regulations IV B; and Residences Executive Summary and related Residences Condominium documents

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
- If yes, what are the major amenities and features? Residential Units: Single-Family Pool, Clubhouse, fitness center, community room and related facilities; Multi-Family Units: Multi-Family Pool, fitness center, and related facilities; All Units: dog park, basketball court, tennis courts, and related facilities
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
  ☐ No
  ☒ Yes - What is the cost? See Executive Summary for The Residences and Clubhouse Units and related Residential Condominium Documents
- For specific information about special amenities, see Rules & Regulations III C, D, and E; and Residences Executive Summary and related Residences Condominium documents

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair Unit Owner shall be responsible for the cleaning, maintenance, repair and replacement of its Unit and any Limited Common Elements appurtenant to the Unit, including, without limitation, any structural improvements, mechanical systems, electrical systems and plumbing systems, except to the extent that the same are considered Common Elements or Limited Common Elements appurtenant to another Unit or Units, and shall otherwise keep its Unit and any Limited Common Elements appurtenant only to such Unit Owner's Unit in good condition and repair. Any such maintenance, repair and replacement is subject to Article IX and possible architectural review and approval.
- For specific information about unit maintenance and repairs, see Declaration Section 5.6(a) and Article IX; and Residences Executive Summary and related Residences Condominium documents

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows: By the Association.
- How are repairs and replacements of the common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other:
- For specific information about common element maintenance, repairs and replacements see: Declaration Sections 5.6(b), 5.6(c), and 7.1
- How are repairs and replacements of the limited common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☐ Both
  ☒ Other (*specify*): The costs and expenses of maintaining the Limited Common Element shall be shared in equal proportion to each such Unit Owner.
- Limited common element maintenance, repairs and replacement is performed as follows: Declaration Sections 5.6(b) and (c) and Article VIII; and Residences Executive Summary and related Residences Condominium documents

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No **Is there a Statutory Reserve Account*?** ☐ Yes ☒ No

- For specific information about this condominium's reserve funds for repairs and replacements, see Declaration Sections 8.1, 8.2 and 8.5; and Bylaws Sections 7.04 and 7.06

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
  - ☐ Not applicable (no developer-owned units)
  - ☒ No
  - ☐ Yes - In what way? _____
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
  - ☒ No
  - ☐ Yes - Describe these provisions: _____

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? ☐ No ☒ Yes
- If yes, how many additional units may be added through expansion? Up to 60 units total
- When does the expansion end? Ten years following the first sale of a Unit
- Who will manage the condominium during the expansion period? Declarant
- For specific information about condominium expansion fees, see Declaration Article XV

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: Specifics on boundary relocation, subdivision and partition found in the Declaration Articles III and IX
- Describe the rules, restrictions and procedures for enclosing limited common elements: All exterior additions or alterations must be approved in writing by the Board as provided in Article IX.
- For specific information about unit alterations and limited common element enclosures, see Declaration Articles III and IX; and Residences Executive Summary and related Residences Condominium documents

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

* Note: A Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

- For specific information about condominium document amendment procedures and requirements, see Declaration Article XIII; and Bylaws Article XII

Does the Association have the right of first purchase:

☒ No
☐ Yes

Does the Association charge a transfer fee:

☐ No
☒ Yes. If so, how much? Two (2) monthly installments of the regular assessment at the time of purchase (Declaration Section 8.4; and Bylaws Section 7.09)

Does the Association charge a disclosure material fee:

☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or $50.00, whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.

Does the Association charge a payoff statement fee?

☐ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? $_____
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a $25.00 charge.

64

DECLARATION OF CONDOMINIUM AT LAKESHORE COMMONS MASTER CONDOMINIUM

Document Number

Document Title

Recording Area

Name and Return Address
Derek Taylor
c/o Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

PIN: See Exhibit A

THIS DOCUMENT DRAFTED BY

DEREK TAYLOR
HUSCH BLACKWELL LLP
511 N BROADWAY, STE 1100
MILWAUKEE, WI 53202

HB 4468-5416-0342 16

Table of Contents

Page

ARTICLE I PURPOSE, LEGAL DESCRIPTION, NAME, ADDRESS AND DEFINITIONS 2
1.1 Purpose 2
1.2 Legal Description of Condominium Property 2
1.3 Name and Address 2
1.4 Definitions 2
1.5 Covenants, Conditions, Restrictions and Easements 5

ARTICLE II DESIGNATION AND DESCRIPTION OF THE UNITS 6
2.1 Designation of Units 6
2.2 Boundaries of Units 7
2.3 Items Included within Each Unit 8
2.4 Encroachment; Boundaries 9

ARTICLE III BOUNDARY RELOCATION; SUBDIVISION; PARTITION 9
3.1 Boundary Relocation 9
3.2 Unit Separation 9
3.3 Declarant's Right to Change Plans 10
3.4 Unit Merger 10
3.5 Creating New Condominiums Out of Units 10
3.6 No Revocation or Partition 10
3.7 Mortgagee Approval 11

ARTICLE IV COMMON ELEMENTS AND LIMITED COMMON ELEMENTS 11
4.1 Description of Common Elements 11
4.2 Description of Limited Common Elements 11
4.3 Ownership of Common Elements 12
4.4 Public Common Elements 12
4.5 Alteration of Limited Common Elements and Common Elements; Board of Director's Authority 12

ARTICLE V OTHER RIGHTS AND OBLIGATIONS OF OWNERS AND INCIDENTS OF UNIT OWNERSHIP 12
5.1 Use of Units 12
5.2 Rules and Regulations 13
5.3 Separate Mortgages on Unit(s) 13
5.4 Alteration of Units 13
5.5 Construction and Mechanics' Liens 13
5.6 Maintenance, Repair and Replacement of Units and Limited Common Elements 14
5.7 Lease of Residential Units 15
5.8 No Restriction on Leasing Commercial Units 15

ARTICLE VI ASSOCIATION MEMBERSHIP AND VOTING RIGHTS 15
6.1 Membership 15

Page

6.2 Voting Rights 16
6.3 Suspension of Voting Rights 16
6.4 Master Association Instruments 16
6.5 Formation of Association; Power and Responsibility Prior to Establishment 16

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION 16
7.1 Management and Control of the Common Elements 16
7.2 Services 17
7.3 Personal Property for Common Use 18
7.4 Rules and Regulations 18
7.5 Implied Rights 18

ARTICLE VIII COMMON EXPENSES AND ASSESSMENTS 18
8.1 Common Expenses 18
8.2 Budget 18
8.3 Assessments 19
8.4 Initial Working Capital Fund 20
8.5 Statutory Reserve Account 20
8.6 Liability of Owners; Lien Rights of Association 20

ARTICLE IX ARCHITECTURAL CONTROL 21
9.1 Architectural Control Authority 21
9.2 Declarant Control 22

ARTICLE X INSURANCE; DAMAGE OR DESTRUCTION; EMINENT DOMAIN 22
10.1 Insurance 22
10.2 Damage or Destruction of Common Elements 22
10.3 Damage or Destruction of Unit or Limited Common Elements 23
10.4 Insurance Deductible 23
10.5 Condemnation 24

ARTICLE XI EASEMENTS AND RESERVATIONS 25
11.1 Additional Easements 25
11.2 Binding Nature 29
11.3 Damage to Unit; Easement Indemnification 29

ARTICLE XII MORTGAGEES 29
12.1 Separate Mortgages of Units 29
12.2 Mortgagees 29
12.3 Roster of Mortgagees 29
12.4 Liens 29
12.5 Mortgagee in Possession 30
12.6 Rights of Mortgagees 30
12.7 Restrictions on Actions of Association 31
12.8 Amendment to Declaration and Bylaws 31
12.9 Priority of First-Lien Mortgagees 31

Table of Contents (continued)

Page

12.10 Restoration 31
12.11 Termination 31
12.12 Rights of First Refusal 31
12.13 Insurance 32
12.14 Application and Effect 32
12.15 Special Amendments 32
12.16 Amendment of Provisions Affecting Mortgagees 32

ARTICLE XIII AMENDMENT OF DECLARATION 33
13.1 General 33
13.2 Special Approvals of Certain Amendments 33

ARTICLE XIV GENERAL PROVISIONS 33
14.1 Enforcement 33
14.2 Attorneys' Fees 35
14.3 Non-waiver 35
14.4 Severability 35
14.5 Covenants to Run with the Land 35
14.6 Construction and Effect 35
14.7 Headings and Captions 35
14.8 Registered Agent 35
14.9 Notices 36
14.10 Disclosure Regarding Construction 36
14.11 Disclosure Regarding Warranties 36
14.12 Assignment by Declarant 36

ARTICLE XV EXPANSION 37
15.1 Reservation for Expansion Option 37
15.2 Approximate Dimensions 37
15.3 Amendment to Percentage Interests 38
15.4 Definitions 38
15.5 Easements for the Expansion Real Estate 38

Exhibits Attached:

Exhibit A	–	Legal Description of Condominium Property
Exhibit B	–	Condominium Plat
Exhibit C	–	Expansion Real Estate
Exhibit D		Percentage Interests in Common Elements
Exhibit E	–	Site Plan of Expansion Real Estate

DECLARATION OF CONDOMINIUM
AT
LAKESHORE COMMONS MASTER CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM AT LAKESHORE COMMONS MASTER CONDOMINIUM ("Declaration") is made and entered into effective as of July 7th, 2022, by F STREET OCLV, LLC, a Wisconsin limited liability company ("Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

RECITALS

1. Declarant is the owner of that certain real property, together with any and all rights, titles and interests appurtenant thereto, generally located in the City of Oak Creek, Milwaukee County, Wisconsin, as same is legally described as set forth on the attached Exhibit A, which is incorporated herein by reference (the "Property"). Declarant intends to further develop and improve the Property, and to construct buildings and improvements on the Property, as may be further described herein and as may be depicted on the Condominium Plat (defined below).

2. Declarant's rights, titles and interests in the Property, including all buildings, fixtures and improvements to be constructed thereon, and together with all easements, rights and appurtenances pertaining to the Property, are collectively referred to herein as the "Condominium Property".

3. Declarant intends by this Declaration to submit the Condominium Property, including any and all rights, title and interests appurtenant thereto, to the condominium form of ownership under the Act and further desires to establish, for its own benefit and for that of all future owners and occupants of the Condominium (defined below), certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Declarant by this Declaration hereby: (i) submits the Condominium Property, including any and all appurtenant rights, title and interests thereto, and subject to those matters referred to in Section 1.5 below, to the condominium form of ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium shall be subject; (iii) reserves the right to add more lands to the Condominium and expand as provided below; (iv) reserves the right to have sub-condominium(s) within each Unit; (v) to potentially convert common elements into a Unit in the future, to convert unit areas that are not ultimately used for Buildings into common elements, separate and/or merge units; and (vi) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners, occupants, users and invitees of all or any part of the Condominium.

ARTICLE I

PURPOSE, LEGAL DESCRIPTION, NAME, ADDRESS AND DEFINITIONS

1.1 Purpose. The purpose of this Declaration is to submit the Condominium Property described herein to the condominium form of ownership under the Act.

1.2 Legal Description of Condominium Property. The real property subject to this Declaration is more particularly described as the Condominium Property, as same is described in Exhibit A attached hereto and made a part hereof.

1.3 Name and Address. The condominium to which this Declaration shall apply shall be known as the "Lakeshore Commons Master Condominium," and its address is c/o MPC Property Management, 120 E. Chestnut St., Burlington, Wisconsin.

1.4 Definitions. As used in this Declaration and the exhibits and schedules attached hereto, capitalized terms not otherwise defined have the meanings set forth below:

"Assessment" means any General Assessment or Special Assessment.

"Association" means and refers to the entity that may be formed as described in Section 6.5 below, and that upon formation, will be known as the Lakeshore Commons Master Condominium Owner's Association, Inc., a Wisconsin non-stock corporation.

"Board" means the Board of Directors of the Association.

"Building" or "Buildings" generally means and refers to the buildings located on the Property, which has been or will be constructed (and as may be altered, modified and reconstructed in the future), in which the Units and certain of the Common Elements are situated.

"Building Pad" shall mean the areas shown on the Plat within with Buildings and Limited Common Elements may occur as described in Article IV.

"Clubhouse" means that certain clubhouse and related area, together with any privacy fences, including the Single Family Pool (as hereinafter defined) designated for use by the Single Family Condominium only.

"Commercial Units" mean any Units which are not constructed for the purposes of residential living.

"Common Elements" mean all those portions of the Condominium which are not included in the definition of a Unit.

"Common Expenses" mean the expenses of the Association as defined in Article VIII hereof.

"Condominium" means the Condominium Property, together with all rights, titles, interests, obligations and easements appurtenant thereto which are by this Declaration made subject to the Act.

"Condominium Plat" means the condominium plat of the Condominium, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, a copy of which is attached hereto as Exhibit B, as amended from time to time.

"Condominium Property" shall have the meaning assigned to such term in Recital 2 above.

"Consideration Period" shall have the meaning assigned to such term in Section 14.1(b) below.

"Construction Funds" shall have the meaning assigned to such term in Section 10.2(f) below.

"Declaration" means this Declaration which subjects the Condominium Property to the Act, and all exhibits and schedules attached hereto, as amended from time to time.

"Declarant" means J. Street OCLV, LLC, a Wisconsin limited liability company, and its respective successors and assigns pursuant to assignment under Section 14.12 below.

"Default Special Assessment" shall have the meaning assigned to such term in Section 14.1(a) below.

"Environmental Documents" shall mean the BMP and SMP documents as further defined in Section 7.1(d).

"Expansion Real Estate" means the real property together with all Buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, described on Exhibit C, which may be added in whole or in part at any time within ten (10) years of the date of recording of this Declaration to the Condominium in accordance with the provisions of this Declaration and the Act.

"General Assessments" shall have the meaning assigned to such term in Section 8.3(a) below.

"Ground Level" shall mean, with respect to any Building that is part of a Unit, the existing grade level of such Building and, with respect to any other portion of a Unit, the existing grade of the ground surface. Notwithstanding the foregoing, the Ground Level shall not conflict with the "Barrier" level as such term is defined in the Environmental Documents.

"Individual Unit Service Elements" shall have the meaning assigned to such term in Section 2.3(a) below.

"Invitees" mean any tenants, occupants, employees, customers, agents, contractors, licensees, invitees and other users who are authorized or permitted, expressly, impliedly or by

acquiescence, to access, use, occupy or enter upon a Unit, or any portion thereof, by the Unit Owner of such Unit.

"Limited Common Elements" means those Common Elements reserved for the exclusive use and enjoyment of, or service to, one or more but not all Unit Owners, as identified on the Condominium Plat and/or described herein.

"Limited Common Element Expenses" shall have the meaning assigned to such term in Section 5.6(b) below.

"Master Association Instruments" mean the Association's Articles of Incorporation, Bylaws and Rules and Regulations, as same may be adopted and amended from time to time.

"Master Condominium Instruments" mean this Declaration, the Condominium Plat, the Master Association Instruments, and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

"Mortgage" means a mortgage or land contract encumbering a Unit.

"Mortgagee" means the (i) holder of any mortgage encumbering one or more of the Units, (ii) a land contract vendor under a land contract by which equitable title in a Unit was conveyed, or (iii) a Unit Owner of any unmortgaged Unit pursuant to Section 12.5 below.

"Multi Family Pool" means that certain pool and related area designated for use by the Multi Family Units only.

"Multi Family Unit" shall have the meaning assigned to such term in Section 2.1 below.

"Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit expressed as a percentage and identified for each respective Unit in Exhibit D attached hereto.

"Person" means a natural person (individual), corporation, partnership, association, trust, limited liability company or other legal entity, or any combination thereof.

"Petition" shall have the meaning assigned to such term in Section 14.1(h) below.

"Petitioner" shall have the meaning assigned to such term in Section 14.1(b) below.

"Property" shall have the meaning assigned to such term in Recital 1 above.

"Residential Units" mean collectively, the Single Family Units and all Multi Family Units.

"Rules and Regulations" mean the rules and regulations that may be adopted by the Association from time to time, if any, and as amended from time to time, concerning the use and enjoyment of the Condominium by Unit Owners and their Invitees.

"Service Elements" shall have the meaning assigned to such term in Section 2.3(a) below.

"Single Family Association Instruments" shall mean the Single Family Condominium's Association's Articles of Incorporation, Bylaws and Rules and Regulations, as same may be adopted and amended from time to time.

"Single Family Condominium" shall mean that certain sub-condominium of this master Condominium composed of Units 1 through 6 and 11 through 21, as may be expanded pursuant to Article XV.

"Single Family Condominium Instruments" mean the Single Family Declaration, the Single Family Condominium Plat, the Single Family Association Instruments, and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

"Single Family Condominium Plat" means the condominium plat of the Single Family Condominium, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, as may be amended from time to time.

"Single Family Pool" means that certain pool, together with any privacy fence, and related area designated for use by the Single Family Condominium only.

"Single Family Unit" shall have the meaning assigned to such term in Section 2.1 below.

"Special Amendment" means an amendment to this Declaration which does not require the consent of any Unit Owner other than the Declarant.

"Special Assessments" shall have the meaning assigned to such term in Section 8.3(b) below.

"Unit" means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment and possession by, or under the authority of, its Owner, as further defined herein.

"Unit Owner" or "Owner" means a Person who holds fee simple title to a Unit or who holds equitable title to a Unit as a land contract vendee.

"Utility Installations" shall mean all installations (not within easement areas) for providing sewer, power, light, gas, water mains, heating, refrigeration and air conditioning serving more than one Unit.

1.5 Covenants, Conditions, Restrictions and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

(a) General taxes and special assessments not yet due and payable;

(b) Easements and rights in favor of gas, electric, telephone, fiber optics, water, sewer, cable television and other utilities and utility providers;

(c) All other easements, covenants, declarations and restrictions of record, including, but not limited to, any easements and restrictions created by the prior-recorded Plat of

Lakeshore Commons recorded with the Milwaukee County Register of Deeds on June 9, 2022 as Document No.11255107 and by the recording of this Declaration;

(d) All municipal zoning and building ordinances;

(e) All other governmental laws and regulations applicable to the Condominium;

(f) That certain Tax Incremental District No. 13 Finance Development Agreement between F Street OCLV, LLC, a Wisconsin limited liability company, and the City of Oak Creek, a municipal corporation of the State of Wisconsin, located in Milwaukee County, Wisconsin, dated June 29, 2021, and that certain Memorandum of Agreement and Restrictive Covenant recorded with the Milwaukee County Register of Deeds dated October 6, 2021 and recorded on October 25, 2021 as Document No. 11179124;

(g) That certain Restrictive Covenants Agreement by and between the City of Oak Creek and F Street OCLV, LLC dated July 5, 2022, recorded with the Milwaukee County Register of Deeds on July 6, 2022 as Document No. 11262670 (the "Restrictive Covenants Agreement");

(h) That certain Shared Maintenance and Access Agreement by and between the City of Oak Creek and F Street OCLV, LLC dated July 5, 2022, recorded with the Milwaukee County Register of Deeds on July 6, 2022, as Document No. 11262671;

(i) That certain Infrastructure Development Agreement (Lakeshore Commons – Phase 1), by and between F Street OCLV, LLC, a Wisconsin limited liability company, and the City of Oak Creek dated September 24, 2021 as recorded with the Milwaukee County Register of Deeds on November 02, 2021 as Document No. 11182358; and

(j) Lakeshore Commons Storm Water Management Practices Maintenance Agreement by and between the City of Oak Creek and F Street OCLV, LLC dated October 21, 2021, recorded with the Milwaukee County Register of Deeds on October 21, 2021 as Document No. 11177843.

ARTICLE II

DESIGNATION AND DESCRIPTION OF THE UNITS

2.1 Designation of Units. The Condominium shall consist of twenty-one (21) Units, which Units are identified on the Condominium Plat. Units 1 to 6 and 11 to 21 shall each be known as a "Single Family Unit" (or collectively, "Single Family Units"). Units 1 to 6 and 11 to 21 will be developed as one separate multi-unit single family residential condominium development, and subjected to a separate recorded condominium declaration (the "Single Family Declaration"). Units 7 to 10 shall each be known as a "Multi Family Unit" (or collectively, "Multi Family Units"). Any structure constructed within a Multi Family Unit shall be defined as a "Multi Family Structure" (or collectively, "Multi Family Structures"). A Unit is that part of the Condominium designed and intended for the exclusive use of the Unit Owner and the Unit Owner's Invitees. A Unit includes one or more contiguous or non-contiguous cubicles of air and certain improvements

situated therein as further described in this Declaration. The boundaries of each Unit are described below and the perimetrical boundaries are depicted on the Condominium Plat.

2.2 Boundaries of Units. The boundaries of the Units are as follows:

(a) Single Family Units. The boundaries of the Single Family Units 1-6 and 11-21 are generally depicted on the Condominium Plat and shown as raw land units to later be improved and set forth in the Single Family Condominium Instruments. These areas that are not included in subsequent Buildings may become common elements (either general or limited) as set forth in the Single Family Condominium Instruments.

(b) Multi Family Units 7 and 8. The boundaries of Multi Family Units 7 and 8 are generally depicted on the Condominium Plat and are further described as follows:

(i) Lower Boundary. The lower boundary of the Multi Family Units shall be the horizontal plane located at the lowest possible subterranean depth at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of the Multi Family Units as shown on the Condominium Plat.

(ii) Upper Boundary. The upper boundary of the Multi Family Units shall be the horizontal plane located at the highest possible datum measurement point above the Ground Level at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of the Multi Family Units as shown on the Condominium Plat.

(iii) Perimetrical Boundaries. The perimetrical boundaries of the Multi Family Units shall be the vertical plane lying on the survey line defining the Unit as shown on the Condominium Plat perpendicular to the upper and lower boundaries, extended to their planar intersections with each other and with the upper and lower boundaries.

(iv) Multi Family Structures. Once a Multi Family Structure is built on a Multi Family Unit, the Unit shall include the entire Multi Family Structure (including all roof, foundation, utilities, structural elements, ceilings, exterior siding, windows, window frames, doors and door frames), with the perimetrical boundaries being the vertical planes having elevations that coincide with the exterior surface of the exterior walls of the Multi Family Structure, and, in the case of exterior windows, the exterior face of the glazing of the windows, extending to intersections with each other and with the upper and lower boundaries.

(c) Multi Family Units 9 and 10. The Condominium Plat identifies Building Pads for Units 9 and 10. Each Building Pad anticipates that one Unit will be constructed on a single Building Pad. Buildings may be erected anywhere within a Building Pad, subject to Article IX below. Any portion of a Building Pad which is not enclosed in a Building will become part of the Limited Common Elements appurtenant to the Unit on that Building Pad, as more particularly described below. Until a Building has been constructed on a Building Pad, the Unit for that Building Pad will be deemed to occupy the entire Building Pad. Upon construction of Multi Family Units 9 and 10, the boundaries shall be described as provided in Section 2.2(b) above.

2.3 Items Included within Each Unit.

(a) Utilities. All utilities, electrical, plumbing, telephone, data, steam, heating, ventilating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, communication lines, utility lines, fire prevention installations, security installations and service-equipment, including, without limitation, elevator equipment and roof units (collectively, the "Service Elements"), serving only one Unit, and whether or not located within the boundaries of such Unit or of any other Unit, the Common Elements or any Limited Common Elements, shall be a part of the Unit exclusively served thereby (the "Individual Unit Service Elements"). Unless otherwise expressly provided herein, the Unit Owner of the Unit to which such Individual Unit Service Elements are appurtenant shall, at its sole cost and expense, be responsible for the inspection, construction, operation, maintenance, repair, replacement and restoration of the Individual Unit Service Elements appurtenant to its Unit. Said Individual Unit Service Elements shall be kept and maintained in good, safe, orderly condition and repair at a standard appropriate for the high quality nature of the Condominium. The Unit Owner of a Unit to which Individual Unit Service Elements are appurtenant shall have a non-exclusive easement on, over and across any Units, Limited Common Elements and/or Common Elements as may be reasonably necessary to inspect, operate, maintain, repair, replace, restore, improve or alter said Individual Unit Service Elements, and for ingress and egress thereto, provided that the exercise of the rights under such easements will not materially interfere with the use and enjoyment of the Units of other Unit Owners, the Limited Common Elements appurtenant to the Units of other Unit Owners, or Common Elements, and further provided that the Unit Owner shall promptly repair and restore any other Unit, Common Element or Limited Common Element damaged or disturbed by the exercise of said easement rights to the condition that existed immediately prior to exercise of the right.

(b) Improvements; Exterior Surfaces. All Buildings, improvements and fixtures located within the boundaries of a Unit, including any and all drive aisles, improved parking areas, sidewalks and pedestrian paths, outdoor terraces, porches, balconies and patios and landscaped areas, shall be included as part of the Unit within which they are located, unless otherwise designated or defined specifically in (1) Article IV herein, (2) on the Condominium Plat as a Common Element or Limited Common Element, or (3) in the Single Family Condominium Instruments. In addition, any and all exterior surfaces of a Building, including but not limited to, stone, brick, block, glass, metal, wood, masonry or other exterior walls and surfaces, shall be included as part of the Unit in which they are located.

(c) Miscellaneous; Air and Subterranean Rights. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatus or structural component lie partially within and

partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit shall be deemed a Limited Common Element of the Units so served, unless otherwise provided in this Declaration. Each Unit shall include the air and subterranean rights to any unimproved portions of such Unit situated within its Unit boundaries that are described in this Declaration and/or shown on the Condominium Plat.

2.4 Encroachment; Boundaries. If any portion of any Common Elements (including 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 Elements or Limited Common Elements appurtenant to another Unit or Units as a result of the construction of, and any duly authorized reconstruction or repair of, the Condominium Property, or as a result of settling or shifting of the Condominium Property, a valid easement for the encroachment and for its maintenance shall exist so long as the Condominium Property exists and, provided, however, that the Unit Owner or Association, as applicable, shall use reasonable efforts to reconstruct or repair the Condominium Property in such a manner so as to eliminate or minimize any such material encroachments unless otherwise agreed. The physical boundaries of a Unit, the Limited Common Elements appurtenant to 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 settling or shifting of the Condominium Property 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, Limited Common Element or Common Element.

ARTICLE III

BOUNDARY RELOCATION; SUBDIVISION; PARTITION

3.1 Boundary Relocation. Any Unit Owners of adjoining Units may relocate the boundaries between their Units in accordance with the provisions of Section 703.13(6) of the Act, as same may be renumbered from time to time.

3.2 Unit Separation. Any Unit Owner may separate its Unit in accordance with the provisions of Section 703.13(7) of the Act, as same may be amended or renumbered from time to time.

(a) Raw land units. At any time, the Declarant and/or then current Unit Owner of a raw land unit, may record a separation amendment to the Master Condominium Instruments (the "Separation Amendment"), which causes any number of Buildings to be constructed, each of which will in itself become one or more units. Declarant hereby reserves for itself together with its assigns, the following rights with respect to any raw land unit owned by Declarant or its assigns: (1) the right to further develop at any time, and (2) the right to retain a portion of the raw land unit as a raw land unit as to which future separation may occur. With respect to any developed areas shown on the Separation Amendment, unless otherwise designated as a Limited Common Element, any areas not included in a new unit shall be designated as a Common Element for the Condominium.

(b) Constructed units. If a constructed unit constitutes an entire Building, the unit may be separated into individual units. Any remaining portions of the Building which do not become part of a unit shall become a Limited Common Element appurtenant to the units in the Building or as may be designated in the Separation Amendment.

(c) Sub-condominium Units. Declarant reserves the right for any sub-condominium to record a separation amendment to the sub-condominium instruments for any Unit (the "Sub-Condo Separation Amendment"). The Unit within this Condominium shall retain its legal existence and is owned by the unit owners within the sub-condominium. In addition to being subject to the Master Condominium Instruments, such Unit will also be subject to any sub-condominium instruments. However, their participation in the Master Association may change as a result of the change in form of ownership as provided herein or in the Single Family Condominium Instruments.

3.3 Declarant's Right to Change Plans. Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements.

3.4 Unit Merger. Except as prohibited by Section 13.1 below, two or more adjacent Units may be merged into a single Unit in accordance with the provisions of Section 703.13(8) of the Act, as same may be amended or renumbered from time to time.

3.5 Creating New Condominiums Out of Units. Upon written notice to the Association, and compliance with the procedures set forth in the Act for creating a condominium, a Unit may itself be subjected to the condominium form of ownership and divided into units, common elements and limited common elements, provided that all provisions set forth herein (including, without limitation, all provisions regarding architectural approvals and use) shall remain in full force and effect with respect to the Unit as a whole. Furthermore, no Unit may be subjected to the condominium form of ownership without the consent of all Unit Owners and all Mortgagees that have a direct interest in the applicable Unit. Following the subjection of any Unit to the condominium form of ownership, the president of the association of unit owners of the condominium so created, or such person as the Association may otherwise designate as set forth in the Single Family Condominium Instruments, shall be the sole representative of the unit owners of such Unit in all matters under this Declaration or concerning the Association, and the Association shall be entitled to rely on all actions of the president of the association with respect to all actions taken whatsoever regarding the Unit.

3.6 No Revocation or Partition. Except as otherwise set forth herein, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the condominium form of ownership is waived and terminated by agreement of all of the Unit Owners or the real estate and improvements constituting the Condominium are withdrawn from its terms, from the terms of the Act or any other statute creating or regarding Condominium ownership.

3.7 Mortgagee Approval. If any Units proposed for boundary relocation, merger or Unit separation are subject to a Mortgage, the proposed amendment to this Declaration and Condominium Plat addendum shall be not effective unless joined by the Mortgagee(s) of all Units involved in the proposed boundary relocation, merger or separation.

ARTICLE IV

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1 Description of Common Elements. The Common Elements shall consist of the entire Condominium other than the Units, and shall specifically include the following:

(a) Entire Condominium. The "Common Elements" shall consist of the Utility Installations, all landscaped areas of the Condominium Property, the paved driveways, parking areas, private streets, alleys, pedestrian walkways and trails, common signage, fences surrounding the boundary of the Condominium Property and any community areas, community garden(s), community permanently affixed tables or seating, seating corridors, interactive play, plazas, open lawn, garden, and dog park areas, amphitheater, boardwalk areas, basketball, pickleball, tennis, and similar recreational courts, all as may be set forth on the Condominium Plat;

(b) Multi Family Units. In addition to the Common Elements reserved to the entire Condominium, the Multi Family Units shall also include the following Common Elements: elevators;

(c) Service Elements that Serve All Units. All Service Elements that provide service to each and every Unit of the Condominium, if any, whether or not located within the designated boundaries of a Unit, Limited Common Elements or Common Elements, including, but not limited to, any and all storm water facilities, water laterals and improvements located, or to be constructed, on or within the Property; and

(d) Miscellaneous. Except as specifically set forth in Article II above, all other rights, titles, interests, covenants, obligations and responsibilities arising pursuant to any and all easements, rights-of-way, agreements, declarations, restrictions, hereditaments and other rights, either existing as of the date of this Declaration, or arising in the future, that expressly benefit and/or burden the entirety of the Condominium Property and are specifically appurtenant to not just a single Unit or to fewer than all of the Units.

4.2 Description of Limited Common Elements. The Limited Common Elements shall consist of those Common Elements which may be assigned and/or limited to the exclusive use and/or benefit of one or more, but fewer than all, of the Units. The Limited Common Elements are as shown, to the extent possible, on the Condominium Plat, and shall specifically include Service Elements that provide service to more than one Unit but not all of the Units of the Condominium, if any, whether or not located within the designated boundaries of a Unit, Limited Common Element or a Common Element. Notwithstanding the foregoing or anything contained herein, the Limited Common Elements shall also specifically include the following:

(a) Multi Family Units. In addition to those above, the (i) Multi Family Pool; (ii) any parking lots/stalls shown on the Condominium Plat as adjacent to the Multi Family Units;

and (iii) the fitness center located in Unit 8 shall be a Limited Common Element for the exclusive use and benefit of the Multi Family Units.

(b) Single Family Units. In addition to those above, the (i) mailbox and package kiosk, (ii) Clubhouse, (iii) Single Family Pool, (iii) any individual Unit Owner's solar panels, raised planters, or privacy fences (as may be allowed in the Single Family Condominium Instrument); and (iv) any additional areas provided for in the Single Family Condominium Instruments, and as may be shown on the Condominium Plat, shall be Limited Common Elements for the exclusive use and benefit of the Single Family Units.

4.3 Ownership of Common Elements. The undivided ownership interest in the Common Elements appurtenant to each Unit shall be equal to such Unit's Percentage Interest. Any deed, mortgage or other instrument purporting to convey or encumber any Unit shall be deemed to include such Unit's appurtenant Percentage Interest (including, but not limited to, any rights and interests in any insurance proceeds and condemnation awards even though such rights and interests may not be expressly described or referred to therein).

4.4 Public Common Elements. Per the Shared Maintenance and Access Agreement dated July 5, 2022, by and between Declarant and the City as recorded with the Milwaukee County Register of Deeds Office on July 6, 2022, as Document No. 11262671, the parties separately address the responsibility for maintenance of certain public common elements (the "Public Elements").

4.5 Alteration of Limited Common Elements and Common Elements; Board of Director's Authority. The Board of Directors shall have the right to make additions, alterations or improvements to the Limited Common Elements and Common Elements as the Board of Directors, in its opinion, deems to be beneficial or necessary for the preservation, operation or maintenance of the Association, or to otherwise ensure compliance by the Association with the Environmental Documents.

ARTICLE V

OTHER RIGHTS AND OBLIGATIONS OF OWNERS AND INCIDENTS OF UNIT OWNERSHIP

5.1 Use of Units.

(a) The Residential Units may be used and improved for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from the Residential Units (or any portion thereof), except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders: (a) all or portions of the Residential Units may be leased as permitted under this Master Declaration, or the Single Family Condominium Instruments, or the Bylaws and the Rules and Regulations of the Association; (b) personal professional libraries may be maintained in the Residential Units; (c) personal or business records and accounts may be

maintained and handled in the Residential Units; (d) business or professional telephone calls and correspondence may be handled in or from the; and (e) such other business may be conducted in or from the Unit, provided that no office or store shall be maintained within any portion of the Residential Units at which clients or customers regularly call.

(b) All Commercial Units (if and when created) may be used for any lawful purpose.

5.2 Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Condominium, may be promulgated and amended from time to time by the Board, in its reasonable discretion. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board promptly after the adoption of such Rules and Regulations or any amendments thereto. In no event shall such Rules and Regulations materially and adversely affect any Unit Owner's rights under this Declaration.

5.3 Separate Mortgages on Unit(s). Each Unit Owner shall have the right to mortgage or otherwise encumber its respective Unit, together with its Percentage Interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever any other portion of, or interest in, the Condominium excepting its own respective Unit(s) and the appurtenant Percentage Interest(s) in the Common Elements applicable thereto. Notwithstanding the previous sentence, a Unit Owner shall have the right to grant its lender a leasehold mortgage or other security interest encumbering such Unit Owner's leasehold rights, titles and interests arising under and pursuant to any lease that such Unit Owner may have with respect to other Units.

5.4 Alteration of Units. Subject to Section 3.3 and Article IX, a Unit Owner may make improvements or alterations within its respective Unit (including, but not limited to, demolishing existing improvements and/or constructing new or additional improvements), provided that said improvements or alterations: (i) do not impair the structural soundness or integrity, or lessen the support, of any other Unit in the Condominium as determined by engineers, architects or other professionals that may be retained by the Association; (ii) do not create an unlawful nuisance substantially affecting the use and enjoyment of other Units of the Condominium; (iii) do not violate any terms, conditions, requirements or restrictions of this Declaration; and (iv) do not violate the terms and conditions of the Environmental Documents or the rules and regulations of the Association adopted from time-to-time by the Board of Directors to ensure compliance with the Environmental Documents. All alterations or improvements must be accomplished in accordance with applicable laws and regulations. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this Section and modifying the Condominium Plat (which may be charged as a Special Assessment to the affected Unit) shall be the responsibility of the Unit Owner seeking the alteration.

5.5 Construction and Mechanics' Liens. Any and all work conducted within a Unit and any Limited Common Elements appurtenant thereto, including, without limitation, the build-out of a Unit, such as the construction of partition walls, the construction or installation of internal HVAC, electrical and plumbing systems, shall be at the direction of and for the benefit of said Unit and the Unit Owner of said Unit only, and any all contractors, materialmen and others providing

work and/or materials in connection therewith shall have a right only to place a lien on said Unit as permitted by law and shall have no right, whatsoever, to place a lien on the Condominium as a whole or any other Unit thereof.

5.6 Maintenance, Repair and Replacement of Units and Limited Common Elements.

(a) Subject to Article IX, each Unit Owner shall be responsible for the cleaning, maintenance, repair and replacement of its Unit and any Limited Common Elements appurtenant to the Unit, including, without limitation, any structural improvements, mechanical systems, electrical systems and plumbing systems, except to the extent that the same are considered Common Elements or Limited Common Elements appurtenant to another Unit or Units, and shall otherwise keep its Unit and any Limited Common Elements appurtenant only to such Unit Owner's Unit in good condition and repair.

(b) Subject to Article IX, to the extent any Limited Common Element is appurtenant to more than one Unit, each such Unit Owner shall be deemed jointly and severally responsible for the operation, cost of use, maintenance, repair, cleaning and replacement of such Limited Common Element and any and all other costs and expenses related thereto shall be shared in equal proportion by each such Unit Owner as further described in Section 8.3(b)(ii)(2) (the "Limited Common Element Expenses"). Notwithstanding anything to the contrary set forth in this section, in the event that any Limited Common Element Expenses are incurred as the result of any damage caused to a Limited Common Element appurtenant to more than one Unit by the negligence or intentional act of a Unit Owner to which the Limited Common Element is appurtenant, the Unit Owner who causes such damage shall be solely responsible for any and all Limited Common Element Expenses that may be necessary to repair the damage caused, and such Unit Owner shall indemnify and hold harmless the other Unit Owner(s) to which the Limited Common Element is appurtenant from any and all costs, damages, liabilities, claims or similar fees and expenses resulting therefrom.

(c) Subject to Article IX, if any Unit, Limited Common Elements or portion of either for which a Unit Owner is responsible, including without limitation any improvements and landscaping, falls into disrepair so as to create a dangerous, unsafe or unsightly condition, or a condition that results in damage to the Common Elements or to any other Unit or Limited Common Elements appurtenant to another Unit or Units, the Association, upon thirty (30) days prior written notice (except for matters imminently affecting human health or safety, including but not limited to, enforcement of the Restrictive Covenants Agreement or compliance with the Environmental Documents, in which case no prior notice shall be required) to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit or Limited Common Element, as the case may be, to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit or Limited Common Element for the purpose of doing so, and the Unit Owner of such Unit or responsible for such Unit or Limited Common Element shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 8.3(b).

5.7 Lease of Residential Units. Each Residential Unit or any part thereof may be rented by written lease, provided that:

(a) The Residential Unit, or any part thereof (including any condominium units of same that may be declared) must be rented by written lease of a one-time per year lease of no less than three (3) months and/or no more than two per year leases of no less than six (6) months each, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year to different persons. During the term of any lease of all or any part of the Residential Unit, the Unit Owner of the Residential Unit (or, to the extent such Unit was declared as a condominium, the unit owner of the applicable unit) shall remain liable for the compliance of the Unit and all tenants or other residents of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants or other residents of such Unit. Any and all leases shall be approved in advance by the Association and a fully executed copy be provided to the Association within ten (10) business days from execution by Unit Owner and tenant.

(b) All leases of a Residential Unit (including the leases of any condominium units created within a Unit) shall (i) contain a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same and (ii) provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. Notwithstanding the failure of a lease to contain such a statement, the foregoing principles will be deemed incorporated into such lease and will apply to all such leases. The restrictions against leasing contained in this Section shall not apply to leases of a Residential Unit, or any parts thereof, by the Declarant to any third parties, or to any leases of a Residential Unit, or any parts thereof, to the Association.

5.8 No Restriction on Leasing Commercial Units. Nothing set forth in this Declaration or any of the other Master Condominium Instruments shall impair the ability of any Commercial Unit Owner to lease all or any portion of its Unit.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.1 Membership. Each Unit Owner shall be a member of the Association with such membership to take effect simultaneously with the acquisition of the fee simple interest, or a land contract purchaser's interest in, a Unit. Membership in the Association shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of legal or equitable title to a Unit; provided, however, that the voting rights of a Unit Owner may be assigned to a

Mortgagee as further security for a loan secured by a lien on a Unit, and that the Declarant has rights as contained herein. In the case of a Unit that is owned by an entity rather than an individual, any natural person designated by such entity shall be considered a "Unit Owner" for purposes of this requirement only.

6.2 Voting Rights. Each Unit will be entitled to the votes as set forth on the attached Exhibit D determined on the basis of the total number of livable dwellings within a Unit on a pro rata basis, with regard to the affairs of Association, which may be amended and adjusted in the future based on the expansion of the Condominium through development of the Expansion Real Estate. This Declaration, and the Bylaws of the Association that may be adopted from time to time, shall establish the manner in which the Unit Owners shall be entitled to exercise its voting rights.

6.3 Suspension of Voting Rights. Except for Units owned or controlled by Declarant, an Owner of a Unit against which the Association has recorded a condominium lien (as authorized by this Declaration, the Act and the Master Association Instruments) shall not be permitted to vote with regard to the affairs of the Association (and such Unit shall be disregarded for purposes of the vote taken, including the establishment of a quorum) unless and until the Owner has paid to the Association all amounts required of it as a condition to the Association's duty to release the lien or as otherwise provided in Section 8.6. The foregoing suspension of voting rights shall not apply to a Mortgagee who has acquired title to a Unit by a deed in lieu of foreclosure or similar voluntary conveyance by an Owner to a Mortgagee.

6.4 Master Association Instruments. The provisions of this Article VI are to be supplemented by the Master Association Instruments, provided, however, that the provisions thereof shall not substantially alter or amend any of the rights or obligations of the Unit Owners set forth in this Article VI.

6.5 Formation of Association; Power and Responsibility Prior to Establishment.

(a) Establishment. Pursuant to Section 703.15(2)(a) of the Act (as such section may be renumbered from time to time), the Declarant will establish and form the Association not later than the date of the first conveyance of a Unit to a party other than the Declarant. After it is established, the membership of the Association shall at all times consist exclusively of all of the Unit Owners as further described in Section 6.1 above.

(b) Power and Responsibility Prior to Establishment. Pursuant to Section 703.15(2)(b) of the Act (as such section may be renumbered from time to time), until the Association is established as described in subpart (a) above, the Declarant shall have the power and responsibility to act in all instances where the Act, any other provision of the law, or this Declaration require action by the Association or its officers.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

7.1 Management and Control of the Common Elements. Upon formation pursuant to Section 6.5 above, the Association, subject to the specific rights and duties of Unit Owners set

forth in this Declaration, will be responsible for the exclusive management and control of any Common Elements (except to the extent that the same are designated Limited Common Elements, in which case, unless otherwise provided in the Master Condominium Instruments or the Single Family Condominium Instruments, said Limited Common Elements shall be managed and controlled exclusively by the Unit Owners owning the Units to which such Limited Common Elements are appurtenant), including, by way of illustration:

(a) Establishing Rules and Regulations with regard to the use and enjoyment thereof by Unit Owners and their respective invitees of such Common Elements;

(b) Maintaining, repairing, insuring, operating and replacing any Common Elements (except to the extent such maintenance, repair and replacement is the responsibility of a Unit Owner as otherwise provided herein);

(c) Keeping any Common Elements in good repair and in a clean and attractive condition; and

(d) Enforcing all provisions of the Institutional Controls and the Final Cover Barrier Maintenance Plan dated April, 2014 ("BMP") and the Final Soil Management Plan dated April, 2014 ("SMP"), imposed by the DNR pursuant to the Certificate of Completion dated November 20, 2014 and further imposed pursuant to letters from the DNR to Douglas Fletcher with DuPont Corporate Remediation Group dated October 21, 2014 and to Joe Wiley, Kinder Morgan dated October 21, 2014 all of which are on file with the DNR under BRRTS Numbers 02-41-278988, 02-41-280624, 06-41-554563, 02-41-551534 and 06-41-554566 and copies of which are maintained by the Association, including, but not limited to:

(i) adopting rules and regulations for the construction, installation, repair, maintenance, replacement, renovation and remodeling of all Units and Common Elements within the Association;

(ii) accessing Common Elements and, with at least 24 hours notice to a Unit Owner, individual Units, to make any repairs or improvements necessary or required to comply with the Environmental Documents, and engaging contractors to access such areas and perform such work on behalf of the Association; and

(iii) take all steps deemed necessary by the Board of Directors to ensure compliance with the Environmental Documents.

The Association is required to retain a professional management company (the "Property Manager") with the experience necessary to perform the duties of the Association relating to the management, maintenance, and repair of the Common Elements and Limited Common Elements of the Condominium. The Association shall enter into a management contract with the Property Manager (the "Management Contract") on such terms and conditions as the Association and Property Manager shall agree.

7.2 Services. In addition to the requirement to retain the Property Manager as set forth in Section 7.1 above, the Association may obtain and pay a commercially reasonable management

fee for the services of any person or business to manage, or assist in the management of, its affairs, or any aspect thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and control of any Common Elements, whether such personnel are furnished or employed directly by the Association, or by any Person with whom or which it contracts. The Association may obtain and pay for any management, legal and accounting services necessary or desirable in connection with the operation, management and control of the Common Elements or the enforcement of the provisions of the Condominium Instruments.

7.3 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property, and may dispose of the same by sale or otherwise.

7.4 Rules and Regulations. The Association may, by action of its Board taken in accordance with the Bylaws, adopt such reasonable Association Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder, as long as such Rules and Regulations do not contradict rights given herein. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

7.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or to effectuate any such right or privilege.

ARTICLE VIII

COMMON EXPENSES AND ASSESSMENTS

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses related solely to the Common Elements (not including the Public Elements) of the Condominium that may be assessed by the Association against such Owner's Unit, but only to the extent any such Common Expenses exist and are payable. "Common Expenses" may include, by way of illustration and not limitation, and only to the extent that any such Common Expenses exist and are payable, (i) commercially reasonable expenses incurred by the Association for insurance, repairs, maintenance, operation, replacement, management services, reserves, ordinary and necessary capital improvements, acquisition of personal property necessary in the conduct of Association affairs; and (ii) such other reasonable and necessary expenses as reasonably determined by the Association's Board from time to time. Common Expenses shall not include any Limited Common Element Expenses nor any costs associated with the Public Elements.

8.2 Budget. To the extent any Common Expenses are due and payable, the Association will adopt an annual budget of Common Expenses and levy General Assessments therefor against the Units in the manner described in Section 8.3(a) below, except as set forth herein. The budget may include the funding of an adequate replacement reserve for Common Elements out of General Assessments and, as may be provided for more specifically in the Bylaws adopted from time to

time, will generally set forth the following: (a) all anticipated Common Expenses related to the Common Elements, if any, and any amounts to be allocated to any replacement reserve account, if any, and to any other funds for future expenditures, (b) the amount and purpose of any other anticipated Association expenditure, if any, (c) the amount in any replacement reserve account or any other funds held for future expenditures related to Common Elements, if any, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Owners, and (f) the aggregate amount of any Assessment to be levied against Owners and the purpose of the Assessment.

8.3 Assessments.

(a) General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Units for the purpose of maintaining a fund from which Common Expenses may be paid, but only to the extent any such Common Expenses exist and are payable. General Assessments for the expenses related to any Common Elements described in Section 4.1 shall be levied against the Units in proportion to their respective Percentage Interests. General Assessments, if any, will be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws that may be adopted from time to time. Any General Assessment not paid when due shall bear interest until paid as determined by the Association, or as otherwise set forth in the Bylaws that may be adopted from time to time, and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

(b) Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") as follows:

(i) against the Units for deficiencies in the case of destruction or condemnation as set forth in Article X, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests;

(ii) against any Unit or Units for defraying the cost of improvements to the Common Elements or Limited Common Elements, in which case the Special Assessments shall be levied against the Units as follows:

(1) in the case of improvements to the Common Elements other than Limited Common Elements, in accordance with their respective Percentage Interests, or

(2) in the case of improvements to the Limited Common Elements, in accordance with such other applicable formulas, provisions and procedures designed to equitably apportion such costs among the Units that are served by the same, as may be determined by the Association and as may be further set forth in the Bylaws adopted from time to time;

(iii) against any Unit to cure any violation by the Unit Owner under Section 5.6, in which case the Special Assessment shall be levied solely against such Unit;

(iv) against any Units for the purpose of covering any unbudgeted expense or for funding any operating deficit, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or such other applicable formulas, provisions and procedures determined by the Association and set forth in the Bylaws that may be adopted from time to time;

(v) against any Unit for the insurance deductible under Section 10.4, in which case the Special Assessment shall be levied solely against such Unit; or

(vi) for costs related to a Unit Owner's request and review for architectural review as provided in Article IX below.

(c) Sub-condominium. In the event there is a sub-condominium, the General Assessments and Special Assessments due under this master Condominium shall be payable by such sub-condominium association and, therefore, included in the sub-condominium association's assessments. Each sub-condominium unit owner is nonetheless subject to a condominium lien for its proportionate share on a pass through basis.

8.4 Initial Working Capital Fund. Each purchaser of a Unit shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account.

8.5 Statutory Reserve Account. In no event shall any reserve account established by the Association be deemed to be a statutory reserve account pursuant to Section 703.163 of the Act. The Declarant hereby elects not to establish a statutory reserve account at this time under the provisions of Section 703.163 of the Act.

8.6 Liability of Owners; Lien Rights of Association. A Unit Owner shall be liable for Assessments assessed against its Unit and for interest on delinquent Assessments, and costs of collection (including reasonable attorneys' fees), as such interest and costs of collection may be imposed by the Association and/or set forth in the Bylaws to be adopted from time to time. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit, the separation of the Unit pursuant to Section 3.2, the merger of the Unit pursuant to Section 3.4, or the subjection of the Unit to the condominium form of ownership pursuant to Section 3.5. The assessment of Assessments, together with such interest as the Association may impose for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the Assessment has been made as provided in this Article VIII and as may be provided in the Bylaws adopted from time to time. Attachment, filing/recording, effectiveness,

priority and enforcement of the lien shall be governed by the Act, including without limitation the provisions of Section 703.165 of the Act, pursuant to which such liens are subordinate to all sums unpaid on a first mortgage recorded prior to the making of the Assessment and such other liens described in Section 703.165(5) of the Act. When a Unit Owner fails to pay Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a mortgage of real estate, provided any Mortgagee of the Unit is first provided the notice set forth in Article XI below.

ARTICLE IX

ARCHITECTURAL CONTROL

9.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained unless and until the following have been submitted to and approved in writing by the Board: the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost of the work; proposed impact of the work on the appearance of the Condominium; confirmation the work does not violate the Environmental Documents; and a statement identifying the project contractor for the work. Approval may be granted or denied at the discretion of the Board. No such additions or alterations may be made by an Owner without all permits and approvals required under City ordinances. Approval is further subject to compliance with the provisions of Section 703.13(5m) of the Act. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approval, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s), representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a Special Assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required approvals from the City. Approval of any work is not a representation or warranty by the Board or the Association of the quality of any work or whether the plans and specifications submitted are sufficient for the purposes of performing the work or the use of the work. No Board director is responsible for actions taken in this Article IX if undertaken in good faith. The Owner(s) of such Unit (jointly and severally) shall indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval. The Board may establish and modify Rules and Regulations specifying a procedure for such applications, the

quality of materials that must be submitted, the approval of any contractors, and imposing other procedural conditions to approval.

9.2 Declarant Control. During the period of Declarant control, Declarant shall have the exclusive right to act as the representative of the Board for architectural control purposes.

ARTICLE X

INSURANCE; DAMAGE OR DESTRUCTION; EMINENT DOMAIN

10.1 Insurance. The Association Board and Unit Owners shall obtain and maintain insurance as provided in Section 703.17 of the Act, or such greater amount as may be set forth and established in the Bylaws that may be adopted by the Association from time to time.

10.2 Damage or Destruction of Common Elements.

(a) Duty to Repair and Reconstruct. If all or any part of the Common Elements (except to the extent that the same are designated as Limited Common Elements) become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds, except to the extent Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(b) Plans and Specifications. Any reconstruction or repair of the Common Elements shall be made in accordance with the maps, plans, and specifications used in the original construction of the damaged improvements, unless the Board and a 2/3 majority of the Mortgagees authorize the variance. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(c) Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements (except to the extent that the same are designated as Limited Common Elements), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(d) Insurance Proceeds and Construction Fund. All insurance proceeds received with respect to the Common Elements (except to the extent that the same are designated as Limited Common Elements) shall be held by the Association as trustee for the benefit of the Unit Owners and Mortgagees and shall be disbursed by the Association for the repair or reconstruction of such damaged Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds received with respect to such

Common Elements unless there is a surplus of insurance proceeds after such damaged Common Elements have been completely restored or repaired as set forth in Section 10.2(f) below.

(e) Assessments For Deficiencies. If the proceeds of insurance received by the Association with respect to those damaged Common Elements that are not also designated Limited Common Elements are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made pursuant to Section 8.3 against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

(f) Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any portion of the Common Elements taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair is insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners in accordance with their respective Percentage Interests in the Common Elements.

(g) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 10.2 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.

10.3 Damage or Destruction of Unit or Limited Common Elements. Subject to Article IX, following any damage or destruction to any Unit and/or the Limited Common Elements appurtenant to such Unit, then the Unit Owner shall repair and restore such Unit and/or Limited Common Elements appertenant thereto to its condition prior to the damage or destruction as soon as possible. The Unit Owner may make changes to the interior design of the Unit provided such changes meet the requirements of Section 5.4. In the case of any damage or destruction to any improvements constituting the Unit or Limited Common Elements appurtenant thereto, the Association shall disburse the insurance proceeds attributable to such improvements to the Unit Owner of such Unit (or, if the damage is to a Limited Common Element appurtenant to more than one Unit, to the Unit Owners of the Units to which the Limited Common Element is appurtenant) in monthly installments to fund the reconstruction and repair of the improvements. Following completion of the work described in the previous sentence, the Association shall disburse the balance of the insurance proceeds attributable to such improvements to the Unit Owner (or applicable Unit Owners, if the damaged Limited Common Element is appurtenant to more than one Unit). The Unit Owner shall have the sole responsibility for all repair and reconstruction of improvements constituting the Unit, as well as to any Limited Common Element appurtenant to the Unit (and in the event that the Limited Common Element in question is appurtenant to more than one Unit, each Unit Owner of a Unit to which such Limited Common Element is deemed appurtenant will be jointly and severally responsible for any repair and reconstruction of the improvements constituting the Limited Common Element).

10.4 Insurance Deductible. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Master Condominium

Instruments, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit Owner for the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

10.5 Condemnation.

(a) Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(i) Every Unit Owner shall be allocated the entire award for the taking of all or part of its respective Unit or any improvements constituting the Unit and for consequential damages to the Unit or any improvements constituting the Unit.

(ii) In the event no reconstruction is undertaken, any award for the taking of Condominium Property shall be allocated to all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

(b) Determination to Reconstruct Common Elements. Following the taking of part of the Common Elements, the Common Elements shall be restored or reconstructed, unless the Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(c) Determination to Reconstruct Units or Limited Common Elements. Subject to Article IX, following the taking of part of a Unit, the Unit Owner shall cause the balance of the Unit to be restored or reconstructed, unless the restoration or reconstruction of the Unit to a usable whole is impractical or impossible as determined by such Unit Owner in its sole discretion. Following the taking of part of a Limited Common Element, the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element shall cause such Limited Common Element to be restored or reconstructed, unless the restoration or reconstruction of such Limited Common Element is impractical or impossible as determined by such Unit Owner or Unit Owners in its or their sole discretion.

(d) Plans and Specifications for Common Elements or Unit. Any reconstruction of any partially taken Common Elements or any partially taken Unit shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction, unless the Board shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(e) Responsibility for Reconstruction. Subject to Article IX, in all cases after a taking of all or part of the Common Elements not designated as Limited Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. In all cases after a taking of all or part of a Unit, the responsibility for restoration and reconstruction shall be that of the Unit Owner. In all cases after a taking of all or part of a Limited Common Element, the responsibility for restoration and reconstruction of such Limited Common Element shall be that of the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element.

(f) Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

(g) Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among the affected Unit Owners in accordance with their respective Percentage Interests in the Common Elements and/or Limited Common Elements.

(h) Percentage Interests Following Taking. Following the taking of all or any part of any Unit, then, unless the Condominium is submitted to an action for partition under (b) above, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units.

(i) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 10.4 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI

EASEMENTS AND RESERVATIONS

11.1 Additional Easements. In addition to and in supplementation of the easements provided for elsewhere in this Declaration and by Section 703.32 of the Wisconsin Statutes, as amended and renumbered from time to time, and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants, limitations and restrictions of record, the Condominium shall be subject to the following easements and restrictions:

(a) Utility and Other Easements. The Units, Limited Common Elements and Common Elements, as well as the Condominium Property, shall be, and are hereby, made subject to easements in favor of the Declarant, any Unit Owner, the Association, appropriate utility and service companies and governmental agencies or authorities for (1) any existing Service Elements that serve any portion of the Condominium Property as of the recording of this Declaration, and (2) any additional Service Elements that may be necessary or desirable in the future to serve any portion of the Condominium Property but only if such additional Service Elements (i) are approved by, and in locations designated by the Association Board, and (ii) do not materially interfere with the use and enjoyment of any Units, Limited Common Elements and/or Common Elements. Subject to the requirements set forth in this section, the easements provided for by this Section 11.1(a) shall include, without limitation, rights of Declarant, any Unit Owner, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace Service Elements and any other appropriate equipment and facilities over, under, through, along and on the Units, Limited Common Elements and Common Elements. Unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of the recording of this Declaration or so as not to materially interfere with the use or occupancy of the Unit by its Unit Owner and its Invitees.

(b) Common Elements and Limited Common Elements Easement in Favor of Unit Owners. The Common Elements and the Limited Common Elements shall be and are hereby made subject to an easement in favor of the Association and the Units benefited by such Common Elements and Limited Common Elements for the installation, repair, maintenance, use, removal and/or replacement of Service Elements, whether or not such Service Elements are located in any of the other Units or in any other part of the Condominium, to the extent such Service Element serves any Unit or is necessary for service to any Unit provided that any such installation, repair, maintenance, use, removal and/or replacement of any such item does not, in the determination of the Association Board, unreasonably interfere, in any material adverse respect for any significant time period, with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building, or impair or structurally weaken any Building or the mechanical and utility systems serving any Building and any and all such work is performed in a good and workmanlike manner.

(c) Units, Limited Common Elements and Common Elements Easement in Favor of Association. The Units, Limited Common Elements and the Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(i) For inspection of the Units, Common Elements and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible and to correct or remove therefrom any violations of the Master Condominium Instruments or applicable governmental regulations;

Tab 1948 3416 0342 15

(ii) For inspection, installation, maintenance, repair, replacement, renovation, alteration, improvement, or relocation of Service Elements, the Common Elements, or the Limited Common Elements situated in or accessible from such Units, Limited Common Elements or Common Elements;

(iii) For correction of emergency conditions in one or more Units, Limited Common Elements or Common Elements;

(iv) For inspection, assessment, repair, replacement, renovation, alteration or improvement as may be necessary or desirable as a result of a casualty or condemnation to any of the Limited Common Elements, Common Elements or Units; and

(v) For inspection, maintenance, repair or replacement if the Unit Owner fails to comply with the Environmental Documents or violates the terms thereof.

Any installation, replacement or relocation of Limited Common Elements, Common Elements or Service Elements within a Unit shall be located at or near previous locations (if any) or, to the extent commercially feasible, in locations which will not unreasonably disturb the use of the Unit for its intended purposes. Except in an emergency, any right of access to a Unit granted pursuant to this section shall be exercised only after five (5) business days advanced notice and with commercially reasonable efforts to minimize interference with the use of such Unit. In case of an emergency such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time.

(d) Emergency Ingress and Egress. All Units and Limited Common Elements appurtenant to the Units shall be subject to an easement for ingress and egress as may be necessary for the provision of any emergency services or as otherwise may be necessary with regard to emergency egress from any Building situated on the Condominium Property.

(e) Subjacent and Lateral Support Easement. Any structural and load bearing retaining and foundation walls, structural slabs, columns and pillars and similar improvements situated in and as part of a Unit that provide material structural support to improvements on and part of another Unit shall be subject to a perpetual easement to and for the benefit of the supported Unit for subjacent and lateral support and the Unit subject to such easement for the benefit of the supported Unit shall not be modified, altered or reconstructed in any manner that would materially endanger the structural soundness, weaken, lessen or undermine the subjacent and lateral support provided to the supported Unit as described herein.

(f) Access and Use Easement. Each Unit Owner, along with its Invitees, is hereby granted a non-exclusive easement in common with all other Unit Owners, and their respective Invitees, for pedestrian and vehicular, as applicable, ingress and egress through, and the use and enjoyment of, those portions of the Condominium Property that consist specifically of vehicle drive aisles, exterior parking areas (to the extent same are intended for general public use and not otherwise restricted or reserved), sidewalks and pedestrian pathways, to the extent that

such areas of the Units are maintained as public spaces of the Condominium Property and have not been designated or restricted for the exclusive use of a tenant or other occupant of a Unit, closed off to public access or otherwise restricted as to private use by a Unit Owner or pursuant to any Rules and Regulations that may be adopted by the Board from time to time.

(g) Declarant's Easements.

(i) During any construction or development of the Condominium Property by Declarant, Declarant reserves an easement for itself and for the benefit of any contractors to use portions of the Common Elements, Limited Common Elements and any Units, for any purpose related to the construction, repair or renovation of the Condominium Property, which such easement includes the right of Declarant and its contractors and subcontractors to the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Condominium Property, including, but not limited to, the installation, relocation, alteration, replacement and removal of utility systems and Service Elements.

(ii) Declarant reserves an easement on, over and under those portions of the Condominium Property for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 11.1(g)(ii) expressly includes the right to remove any existing structures, cut any trees, bushes, or shrubbery, to grade any soil, to landscape or to take any other action reasonably necessary.

(iii) Until the Declarant shall have satisfied all of its obligations under the Master Condominium Instruments and all commitments in favor of any Unit Owner, the Association and the City of Oak Creek, Declarant shall have an easement through the Units, Limited Common Elements and the Common Elements for any access necessary to complete any construction repairs, replacement, maintenance, renovations or modifications that are required to be performed by Declarant.

(iv) No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by Declarant, which would in any manner impair, impede, limit, alter or prevent the completion of the construction or development of the Condominium Property by Declarant or the rights reserved or granted to Declarant under this Declaration, or make more costly or burdensome such construction or the exercise of such rights by Declarant hereunder.

11.2 Binding Nature. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding upon, Declarant, the Association, all Unit Owners and their respective Invitees and their respective successors and assigns. Either the Association or Declarant, as applicable, shall have the authority to execute all documents necessary to carry out the intent of this section.

11.3 Damage to Unit; Easement Indemnification. Each party exercising its rights under any easement granted hereunder over a Unit shall exercise such right in a reasonable manner in order to minimize interference with the use and occupancy of the Unit over which the right is being exercised and promptly repair and restore any damage to the Unit caused by such exercise to its condition immediately prior to such exercise. With respect to any easement granted pursuant to this Declaration by any Unit Owner or the Association to any other Unit Owner, their Invitees or the Association, as the case may be, the party exercising the specific easement rights granted hereunder will, to the extent not covered by any insurance carried by any Unit Owner or the Association, indemnify and hold harmless the Unit Owner (in the case of an easement over any Unit or Limited Common Element) or the Association (in the case of any easement over any Common Elements) for any loss, damages, claims and liabilities to the extent resulting from such benefiting party's exercise of its easement rights. Except in an emergency, or as otherwise expressly set forth in this Declaration, any right of access to a Unit, any Limited Common Elements appurtenant thereto, or the Common Elements, granted pursuant to this Declaration shall be exercised only after five (5) business days advanced written notice to the applicable Unit Owner (in the case of access to a Unit or any Limited Common Elements appurtenant thereto) or the Association (in the case of access to any Common Elements). Notwithstanding the foregoing, in case of an emergency such right of entry shall be immediate and without notice, whether or not the Unit Owner (in the case of a Unit or a Limited Common Element appurtenant thereto) or a representative of the Association (in the case of any Common Elements) is present at the time

ARTICLE XII

MORTGAGEES

12.1 Separate Mortgages of Units. No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to Mortgage or encumber his or her own Unit and its undivided Percentage Interests in the Common Elements.

12.2 Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the secretary of the Association shall notify the insurer of the Mortgagee's name and address.

12.3 Roster of Mortgagees. The Board shall maintain a roster of Mortgagees from information received by the Unit Owners. The roster shall state the name and address of each Mortgagee. Each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

12.4 Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect

liens for general and special taxes, all unpaid sums on a first-lien Mortgage recorded prior to the making of the Assessment, construction liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.79 of the Wisconsin Statutes.

12.5 Mortgagee in Possession. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its Mortgage or through foreclosure shall not be liable for any of such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit.

12.6 Rights of Mortgagees. Each Mortgagee, its agent or representative, upon written request to the Board, shall be entitled thereafter to the following:

(a) Notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage;

(b) Notice of any ten (10) days delinquency in the payment of assessments or charges owed by the Owner of the Unit on which it holds a Mortgage;

(c) Notice that payment of the premium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within sixty (60) days prior to any such lapse, cancellation or material modification;

(d) Notice of any proposed action that requires the consent of a specified percentage of Mortgage holders;

(e) Notice of any default by the Owner of such Unit in the performance of such Owner's obligations under any of the Association Instruments which is not cured within thirty (30) days;

(f) Copies of the Master Association Instruments, budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board to the Unit Owner;

(g) Copies of any financial statements of the Association which are distributed to the Unit Owners;

(h) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(i) Notice of damage in excess of $50,000.00 to, or destruction of, any Unit or subject to the Mortgage or any damage to the Common Elements in excess of $100,000.00;

(j) Notice of any decision by the Board to terminate any professional management of the Property;

(k) Notice of any proposed action which would require the consent of Mortgagees pursuant to the Act;

(l) The right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;

(m) Notice of any judgment which is rendered against the Association,

(n) The right to cure a default in the payment of any Assessment; and

(o) Upon written request of any of the Agencies (defined below), the Association shall prepare and furnish, within a reasonable time, an audited financial statement of the Association for the immediately preceding fiscal year.

Unless otherwise stated, the above notices shall be in writing and shall be provided to the Mortgagee within a reasonable time after the occurrence of the event which requires a notice to be given by the Association.

12.7 Restrictions on Actions of Association. The Association may not: (i) encumber the Common Elements; (ii) assign the future income of the Association, including the right to receive any Assessments; or (iii) violate the Condominium Instruments, or the Environmental Documents. However, no provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements, or to collaterally assign interests and income of the Association to a lender.

12.8 Amendment to Declaration and Bylaws. No material amendment to this Declaration or the Bylaws shall be made unless first agreed to by at least 67% of the Unit Owners, plus first-lien Mortgagees that represent at least 51% of Units subject to first-lien Mortgages. A Mortgagee's agreement to the proposed amendment will be deemed given in the event that the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee actually receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with "return receipt" requested.

12.9 Priority of First-Lien Mortgagees. Except as otherwise provided by the Act, no provision of the Master Association Instruments shall be construed to grant to any Unit Owner or other party priority over any rights of the first-lien Mortgagees in the case of payment to the Unit Owner of proceeds from termination, insurance proceeds, or condemnation awards for losses to or a taking of Units and/or Common Elements.

12.10 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insured hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by first-lien Mortgagees that represent at least 51% of Units subject to first-lien Mortgages.

12.11 Termination. Any action to terminate the Condominium or to use insurance proceeds for any purposes other than to restore/rebuild the Condominium must first be agreed to by first-lien Mortgagees that represent at least 51% of the Units subject to first-lien Mortgages.

12.12 Rights of First Refusal. In the event there are any rights of first refusal in the Association Instruments, they will not apply to or adversely impact the rights of a Mortgagee to: foreclose or take title to a Unit pursuant to the remedies in its Mortgage; accept a deed or

assignment in lieu of foreclosure in the event of default of the Mortgage by a Unit Owner; or sell or lease a Unit acquired by the Mortgagee.

12.13 Insurance. The Association shall be required to maintain all insurance required by the Agencies (defined below).

12.14 Application and Effect. The provisions of this Section shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand the following:

(a) the right granted to the Declarant to subdivide or relocate the boundaries of Units; and/or

(b) the rights of any Unit Owner and his or her Mortgagee with respect to matters solely affecting such Unit and/or Mortgage.

(c) the exercise or termination of the right of the Declarant to expand the Condominium pursuant to this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Mortgagee.

12.15 Special Amendments. Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium then the Board, shall have the right and power to record special amendments to this Declaration at any time and from time to time which amend this Declaration (i) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units ("Agencies"), (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit, (iii) to conform this Declaration with the requirements of the Act, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Unit Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or ten (10) years from the date this Declaration is recorded, whichever first occurs.

12.16 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Article XI nor any section of this Declaration requiring the approval of a Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

ARTICLE XIII

AMENDMENT OF DECLARATION

13.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least sixty-seven (67%) of the Percentage Interests. A Unit Owner's consent is not effective unless approved by the Unit's first lien Mortgagee, if any (subject to the Single Family Condominium Instruments). Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Milwaukee County Register of Deed's Office. A Mortgagee of a Unit shall be provided a copy of any adopted amendment to the Declaration within ten (10) days of the adoption of same. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded (except that a first-lien Mortgagee shall be entitled to bring a challenge to an amendment after this one (1) year period if the challenge is based upon a failure to obtain the first-lien Mortgagee's consent to such amendment as required by this Section 13.1). No amendment shall eliminate the obligation of the Association, pursuant to Section 7.1, to enforce the terms of the Institutional Controls, including the Environmental Documents imposed by the DNR. Furthermore, notwithstanding the creation of the Single Family Condominium, no amendment shall allow a Unit Owner to separate its unit from the Association, or a Single Family Unit Owner to merge two or more adjacent units into a single unit.

13.2 Special Approvals of Certain Amendments.

(a) No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

(b) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit, Limited Common Element or Common Element as platted, the Declarant, Unit Owner, or Association, as appropriate, may reasonably modify the Condominium Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Units, Limited Common Elements or Common Elements.

(c) No easement created under this Declaration may be amended in a manner that adversely affects the rights of any beneficiary thereto without such beneficiary's consent.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Enforcement.

(a) Enforcement by Association. The Association shall not have the right to enforce any provision of this Declaration against any Unit Owner for failing to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations unless the Association has first given the Unit Owner written notice describing the failure and such failure remains uncured thirty (30) days after delivery of the notice, except that no notice shall be required where an emergency condition (such as the threat of immediate harm to persons or immediate and material

harm to property) exists and the Association takes immediate action to remedy the same. Thereafter, the Association shall have the right to take any and all actions necessary to enforce the terms of this Declaration, including, without limitation, (a) correcting the failure at the Unit Owner's expense, and/or (b) enforcing the provisions of this Declaration by proceedings at law or in equity, and/or (c) imposing a fine for each day the violation continues, at such amount as may from time to time be set forth in the Bylaws or the Rules and Regulations. The Association may levy a Special Assessment (the "Default Special Assessment") to recover any costs incurred by the Association and/or fines levied by the Association. The Default Special Assessment may be levied against the Unit of the Unit Owner who has failed to comply with any provision of this Declaration, the Bylaws or the Rules and Regulations.

(b) Enforcement by Unit Owner. Any Unit Owner (the "Petitioner") who wishes to enforce the provisions of this Declaration against any other Unit Owner shall first submit to the Association (with a copy to the other Unit Owner) a petition asking the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other person or entity (the "Petition"). The Association shall then have thirty (30) days from the date the Petition is filed (the "Consideration Period") to consider the Petition. If the Association denies or fails to act upon the Petition to the satisfaction of the Petitioner within the Consideration Period, thereafter the Petitioner shall have the right to enforce the provisions of this Declaration, to the extent that the Petitioner shall so have petitioned, by commencing arbitration proceedings under Section 14.1(c), below to seek, without limitation, monetary damages or by seeking injunctive relief by commencing proceedings in equity; provided, however, that the Petitioner shall be a Unit Owner at the time of commencement of such proceedings and that the Petitioner shall commence the proceedings within a period of sixty (60) days from the earlier to occur of (i) the date of the Association's denial of such petition, or (ii) the passage of the Consideration Period.

(c) Arbitration.

(i) Default Special Assessments. Any Unit Owner against whose Unit a Default Special Assessment is levied may, within twenty (20) days of such levy, contest the Default Special Assessment by submitting the same to arbitration, in which case execution upon the levy shall be suspended pending final decision in such arbitration. The arbitrator shall have the power to reduce or eliminate the Default Special Assessment.

(ii) Monetary Damages or Injunctive Relief. Any claim brought by the Association or any Petitioner seeking monetary damages or injunctive relief against any Unit Owner shall be submitted to arbitration.

(iii) Arbitration Procedure. Where any dispute arising under this Declaration is required to be submitted to arbitration, the arbitration shall be conducted by a single, neutral arbitrator selected by mutual agreement of the parties, or, if they cannot reach agreement within sixty (60) days of the matter being submitted to arbitration by a party delivering written notice of a demand for arbitration to the other

party, by the American Arbitration Association ("AAA") under its standard selection procedures, and the arbitration shall be conducted under its Arbitration Rules for the Real Estate Industry. Arbitration shall take place in Milwaukee, Wisconsin. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties. During the pendency of any arbitration, all judicial proceedings regarding the same subject matter of the arbitration shall be stayed. Any party to the arbitration may appeal the decision of the arbitrator to the Milwaukee County Circuit Court, provided such appeal is made within thirty (30) days of the date of the arbitrator's decision.

14.2 Attorneys' Fees. In the event of any proceeding at law or in equity as provided for in Section 14.1 above, the prevailing party in any such proceeding shall be awarded its reasonable attorneys' fees and expenses in prosecuting or defending such proceeding, as the case may be.

14.3 Non-waiver. No covenant, restriction, condition, obligation, right or other provision contained in this Declaration or the Association Instruments shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any lapse of time.

14.4 Severability. The invalidity of any covenant, restriction, condition, limitation, easement, reservation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid or unenforceable by a court of competent jurisdiction.

14.5 Covenants to Run with the Land. The provisions of this Declaration shall be deemed and taken to be covenants running with the land and shall be binding upon any Person having at any time any interest or estate in the Condominium.

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

14.7 Headings and Captions. The article, section and paragraph headings and captions are for ease of reference only and shall in no way define or limit the scope or intent of any article, section or paragraph.

14.8 Registered Agent. The Declarant shall be the initial Registered agent for the Condominium and the address shall be F Street Development Group, LLC, 1134 N. 9th Street,

Suite 200, Milwaukee, WI 53233. A successor resident agent may be named by the Board which shall be effective when the name of the successor is duly filed with the Wisconsin Department of Financial Institutions.

14.9 Notices. A notice to be given hereunder to a Unit Owner shall be deemed given upon personal delivery to the Owner (or any one of the Owners, if a Unit is owned by more than one Owner), or upon mailing in the United States Mail, first class postage affixed, addressed to the Unit Owner as such address is reflected on the records of the Association from time to time.

14.10 Disclosure Regarding Construction. Declarant discloses that until and after Declarant has sold all of the Units, there will be construction activity in connection with the construction of Units which may lead to noise, construction traffic, dust and other conditions incident to construction. Every Unit Owner, including Declarant, shall use reasonable efforts to avoid and to cause its contractors to limit disruption to other Unit Owners during all periods of construction activity relating to the Unit owned by such Unit Owner.

14.11 Disclosure Regarding Warranties. Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements. Any implied warranty of workmanlike performance and that any Structure or Common Element is or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07, Wisconsin Statutes.

14.12 Assignment by Declarant. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Milwaukee County Register of Deed's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's right under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granting a collateral assignment of Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, or after the affirmative activation of such collateral right, only the assignee may act as Declarant

under this Declaration with respect to the rights assigned and all prior persons holding Declarant's right shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which such successor Declarant may act as above.

ARTICLE XV

EXPANSION

15.1 Reservation for Expansion Option. The Declarant hereby expressly reserves an option until the tenth (10^{th}) anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the expansion real estate identified on Exhibit C ("Expansion Real Estate"), to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as described on Exhibit C, and further shown on Exhibit E attached hereto and incorporated hereon.

(b) At such time as the Condominium is expanded, if at all, the total maximum number of Units in the Condominium will not exceed sixty (60) if fully expanded.

(c) In order to exercise its rights pursuant to this Article, Declarant shall execute and record a supplemental declaration, which supplemental declaration shall describe the Expansion Real Estate or the Units to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited Common Elements or Common Elements, the percentage of ownership in the Common Elements of all Units, the number of votes appurtenant to each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the common expenses in connection with the Condominium as expanded.

15.2 Approximate Dimensions. Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Real Estate. The proposed location of buildings on the Expansion Real Estate as set forth on Exhibit E represent estimates only and Declarant specifically reserves the right to make alterations and modifications to the number, location and layout of improvements to be constructed on the Expansion Real Estate. Such improvements as may from time to time exist on any portion of the Expansion Real Estate will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Expansion Real Estate on which such improvements exist. No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Expansion Real Estate. Declarant expressly reserves the

right to create Limited Common Elements on the Expansion Real Estate, and to designate Common Elements thereon. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

15.3 Amendment to Percentage Interests. In the event the Condominium is expanded, the allocation of percentage of ownership in the Common Elements in the Condominium, as expanded from time to time, shall be determined on the basis of the total number of livable dwellings within a Unit on a pro rata basis, with regard to the affairs of Association, which may be amended and adjusted in the future based on the expansion of the Condominium through development of the Expansion Real Estate.

15.4 Definitions. In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Condominium Property," "Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

15.5 Easements for the Expansion Real Estate. Declarant reserves an easement over the Condominium for ingress and egress for purposes of (i) accessing the Expansion Real Estate in order to construct improvements, (ii) activities related to sales or ownership of any portion of the Expansion Real Estate, including access by future homeowners in the Expansion Real Estate and (iii) installation of such utilities and other infrastructure as the Declarant deems appropriate in order to service the Expansion Real Estate, including increasing the sizing of any infrastructure as the Declarant deems necessary. This easement will exist and apply whether or not the Expansion Real Estate or such improvements are then intended to become a part of the Condominium as part of an expansion. In the event Declarant does not expand the Condominium to add the Expansion Real Estate, the owner of the Expansion Real Estate reserves an easement over the Condominium for the same purposes set forth herein. The easement in this Section is intended to supplement and not limit the easements reserved in Article XI.

[Signatures on next page following.]

IN WITNESS WHEREOF, Declarant caused this Declaration to be signed by its authorized officer effective as of the first day set forth above.

DEVELOPER:

F STREET OCLV, LLC,
a Wisconsin limited liability company

By: FSDG 2, LLC, its Sole Member and Manager

By: _____
Name: Scott Lurie
Title: Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 5th day of July, 2022, before me the undersigned, a Notary Public in and for the State of Wisconsin, personally appeared Scott Lurie to me personally known, who, being by me duly sworn, did say that he is the Manager of FSDG 2, LLC, a Wisconsin limited liability company, as Sole Member and Manager of F Street OCLV, LLC, a Wisconsin limited liability company, executing the foregoing instrument, that the seal affixed thereto is the seal of the corporation; that he/she as such officer acknowledged execution of the instrument to be the voluntary act and deed of the aforementioned and by him voluntarily executed.

JOSHUA LURIE NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin

My commission: is permanent

CONSENT OF EXPANSION REAL ESTATE OWNER

The undersigned being the Owner of the Expansion Real Estate, hereby consents to Article XV of the foregoing.

CITY OF OAK CREEK

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 202_ the above-named _____ who is known to me to be the _____ of _____, who executed the foregoing instrument and acknowledged the same in the capacity set forth above.

_____
Print Name: _____
Notary Public, State of _____
My Commission: _____

CHRISTA J MILLER
Notary Public
State of Wisconsin

CONSENT OF EXPANSION REAL ESTATE OWNER

The undersigned, being the Owner of the Expansion Real Estate, hereby consents to Article XV of the foregoing.

EDISON M. BOERKE FAMILY TRUST

By: _____

Name: DAVID C. BOERKE

Title: TRUSTEE

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF ~~MILWAUKEE~~ DOOR)

Personally came before me this 30th day of June, 2022, the above-named David Boerke, who is known to me to be the Trustee of Edison M Boerke Family Trust who executed the foregoing instrument and acknowledged the same in the capacity set forth above.

_____

Print Name: Sandra Friedenfels

Notary Public, State of Wisconsin

My Commission: 09/23/2025

SANDRA FRIEDENFELS NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

LOTS 1-9, INCLUSIVE, AND OUTLOTS 1-4, INCLUSIVE, OF THE PLAT OF LAKESHORE COMMONS, BEING ALL OF LOT 3, OF CERTIFIED SURVEY MAP NO. 9355, AS RECORDED WITHIN CERTIFIED SURVEY MAPS OF THE MILWAUKEE COUNTY REGISTRY AS DOCUMENT NO. 11174987, BEING PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:
PROPERTY ADDRESS: 4105 EAST LAKE VISTA BOULEVARD
PART OF TAX PARCEL NOS. 868-9993-001 AND 868-9996-002 (NEW TAX KEY NO. 868-9005-000 (FOR LOT 3 OF CSM 9355) NOT YET ASSESSED)

EXHIBIT B

CONDOMINIUM PLAT

[See Attached]

Viewers are advised to ignore the illegible text, drawings, and maps on the following pages of this document. They are presented to show spatial relationships only.

Lakeshore Commons Master Condominium

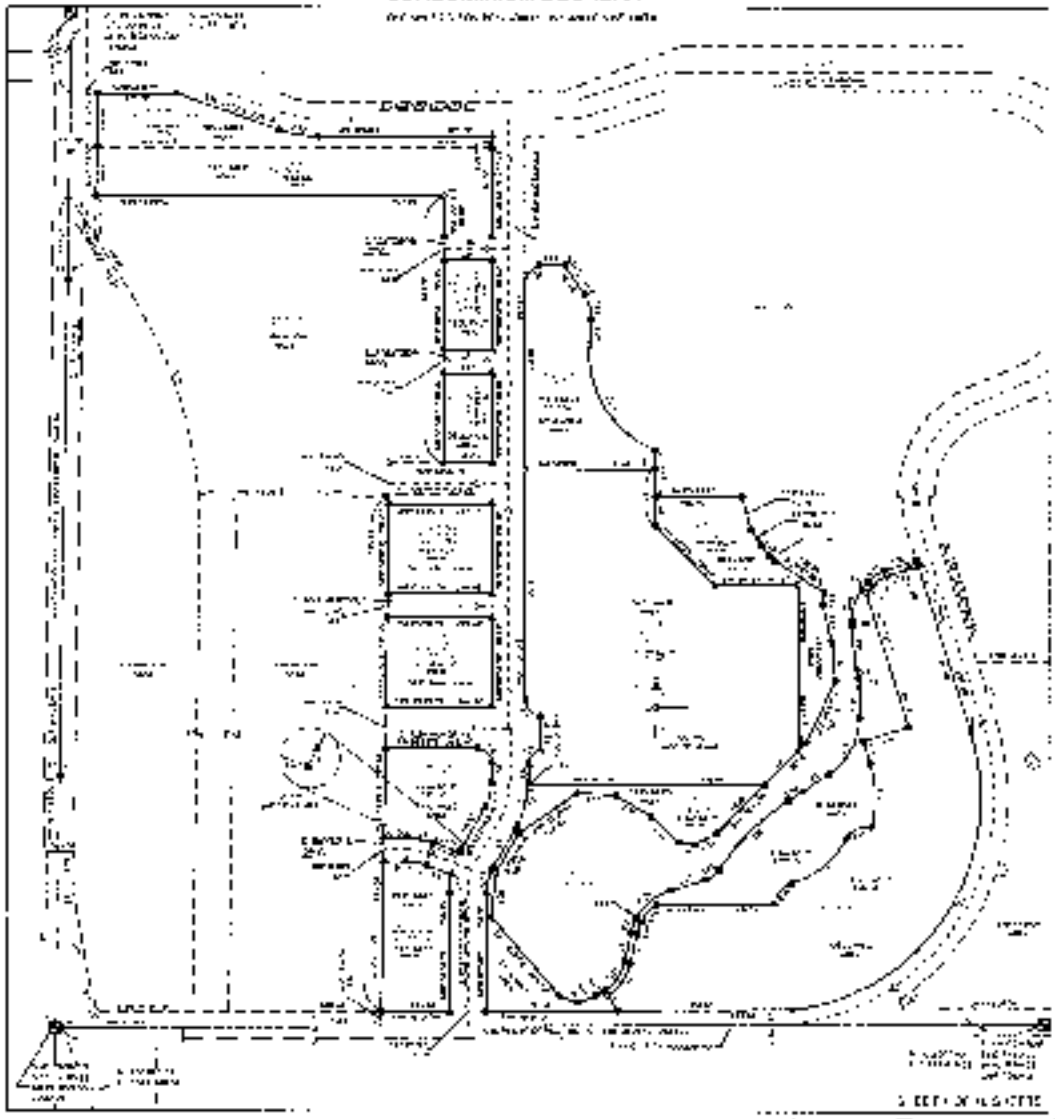
An Expandable Condominium

Lots 1-9 inclusive, and Outlots 1-4 inclusive of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1 of Certified Survey Map No. 9955, recorded as Document No. 11174567, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND

NOTE

CONDOMINIUM BOUNDARY



kapur

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1 of Certified Survey Map No. 9355, recorded as Document No. 11174087 of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND:

- = 30" I.D. Iron Pipe Found
- = 3/4" I.D. Iron Pipe Found
- = Survey Point
- = Section Corner
- = Plat Boundary

NOTES:

- Bearings are based on the West line of Certified Survey Map No. 9355, being S00°04'30"W, as determined by the Wisconsin Coordinate Reference System of 2011 (WISCRS) Milwaukee County Zone (1803).
- Dimensions shown along curved boundaries are arc lengths.

CONDOMINIUM BOUNDARY

SHEET 2 OF 10 SHEETS

kapur

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174937 of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southeast 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

CURVE CHART

C1	C2	C3	C4	C5	C6	C7
C8	C9	C10	C11	C12	C13	C14
C15	C16	C17	C18	C19	C20	C21
C22	C23	C24	C25	C26	C27	C28
C29	C30	C31	C32	C33	C34	C35
C36	C37	C38	C39			

LINE CHART

Lakeshore Commons Master Condominium

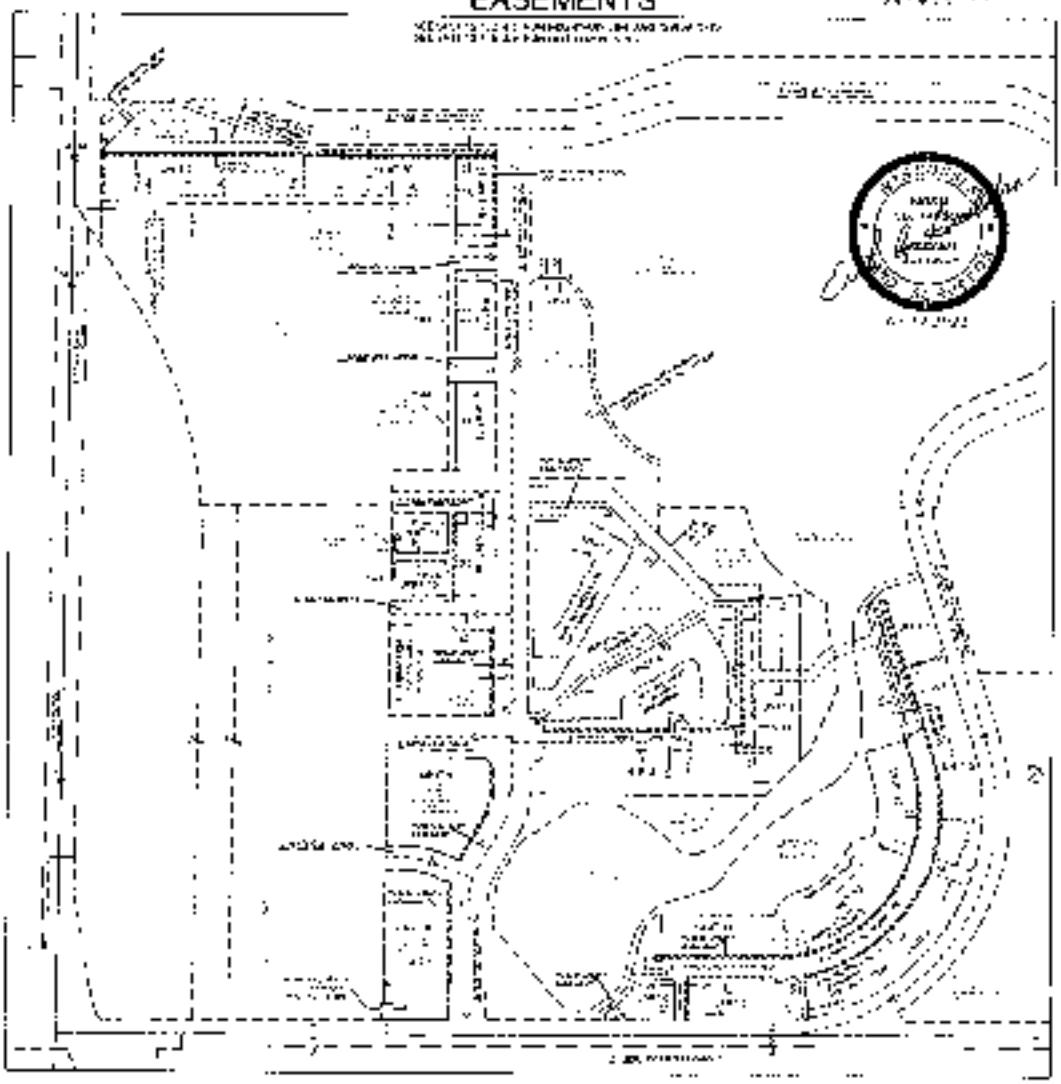
An Expandable Condominium

Lots 1-9, inclusive, and Outlot 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1 of Certified Survey Map No. 9355, recorded as Document No. 11174987 of the Milwaukee County Records, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, located in the City of Oak Creek, Milwaukee County, Wisconsin

NOTES:

LEGEND

EASEMENTS



kapur

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9 inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9055, recorded as Document No. 11174587, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES

- All bearings are referenced to the North line of the Southwest 1/4 of Section 24, Township 5 North, Range 22 East, which is assumed to bear North 88°[illegible] East.
- Unless otherwise noted, all boundary corners are marked with 3/4" x 18" rebar with plastic cap stamped "[illegible]".
- The Common Elements of the Condominium are all of the Condominium except those areas designated as Units on this Condominium Plat.
- The boundaries of the Units are as shown on the Condominium Plat and as described in the Declaration of Condominium for Lakeshore Commons Master Condominium recorded as Document No. [illegible].
- Each Unit shall consist of the space bounded by the vertical boundaries shown on this Condominium Plat and by the horizontal boundaries described in the Declaration of Condominium for Lakeshore Commons Master Condominium recorded as Document No. [illegible].
- Unit boundaries are shown as [illegible].
- Building Type 1E is a single family residence unit.
- Unit elevations are based on Navd 88 (2012).

FIELD

C.C. = Concrete Monument

= Found 1" Iron Pipe

= Found 3/4" Iron Rebar

= Set 3/4" x 18" Rebar with Plastic Cap Stamped "[illegible]"

= Wetlands

[illegible]

CONDOMINIUM LAYOUT

[illegible]

[illegible]

kapur

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlot 1, of the Plat of Lakeshore Commons, part of Lot 1, and Lot 1 of Outlot 1 of Certified Survey Map No. 9955, recorded as Document No. 11174967 of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Northwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin

NOTES:

LEGEND:

CONDOMINIUM LAYOUT

kapur

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9356, recorded as Document No. [illegible] of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

UNIT DETAILS

UNIT 1
12,153 SQ. FT.

UNIT 2
78,630 SQ. FT.

UNIT 3
29,064 SQ. FT.

UNIT 4
87,035 SQ. FT.

UNIT 5
19,528 SQ. FT.

UNIT 6
8,098 SQ. FT.

UNIT 7
131,000 SQ. FT
(4-STORY BUILDING)

PATIO & POOL
LOCK TO LIMITS

C40
CURVE DATA
R = 124.50
L = 14.45
Δ = 06°39'09"
CH. B. = N37°03'53"E
CH. = 14.45

C41
CURVE DATA
R = 380.00
L = 219.25
Δ = 33°03'29"
CH. B. = N50°13'41"W
CH. = 216.22

C42
CURVE DATA
R = 380.00
L = 261.05
Δ = 39°21'21"
CH. B. = N53°13'31"E
CH. = 255.91

C43
CURVE DATA
R = 470.00
L = 271.35
Δ = 33°05'29"
CH. B. = S50°13'41"E
CH. = 267.57

C44
CURVE DATA
R = 470.00
L = 401.02
Δ = 48°53'22"
CH. B. = N60°13'56"E
CH. = 402.80

kapur

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-5, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1 and all of Outlot 1, of Certified Survey Map No. 9555 recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

UNIT DETAILS

UNIT 8
168,503 SQ. FT.
(5-STORY BUILDING)

UNIT 9
43,905 SQ. FT.

UNIT 10
43,370 SQ. FT.

UNIT 11
22,718 SQ. FT.

UNIT 12
22,311 SQ. FT.

UNIT 13
10,910 SQ. FT.

C41
CURVE DATA
R = 233.00'
L = 156.81'
Δ = 38°33'16"
CH. B = N50°54'25"E
CH. = 153.85'

C47
CURVE DATA
R = 326.00'
L = 320.10'
Δ = 56°15'33"
CH. B = S62°54'21"W
CH. = 307.35'

C45
CURVE DATA
R = 326.00'
L = 143.58'
Δ = 25°13'56"
CH. B = S74°23'57"E
CH. = 142.39'

C48
CURVE DATA
R = 16.00'
L = 44.40'
Δ = 158°59'07"
CH. B = S49°56'07"E
CH. = 31.82'

C52
CURVE DATA
R = 17.00'
L = 8.10'
Δ = 27°17'54"
CH. B = S15°00'55"W
CH. = 8.02'

C51
CURVE DATA
R = 183.00'
L = 4.77'
Δ = 01°29'43"
CH. B = S88°17'05"W
CH. = 4.77'

C53
CURVE DATA
R = 174.00'
L = 101.43'
Δ = 33°24'14"
CH. B = N79°01'09"W
CH. = 99.99'

C50
CURVE DATA
R = 232.00'
L = 44.14'
Δ = 10°54'05"
CH. B = S75°53'03"E
CH. = 44.08'

C54
CURVE DATA
R = 183.00'
L = 37.94'
Δ = 11°52'35"
CH. B = S69°46'22"W
CH. = 37.87'

05.12.2022

Kapur

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1 - 9 inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, located in the City of Oak Creek, Milwaukee County, Wisconsin

SCALE: 1" = 100'

UNIT DETAILS

UNIT 14
10,790 SQ. FT.

UNIT 15
13,531 SQ. FT.

UNIT 16
16,856 SQ. FT.

UNIT 17
16,846 SQ. FT.

UNIT 18
17,640 SQ. FT.

UNIT 19
17,640 SQ. FT.

UNIT 20
28,756 SQ. FT.

UNIT 21
36,450 SQ. FT.

CLUBHOUSE
45,265 SQ. FT.

kapur

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9255, recorded as Document No. 11174957, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southeast 1/4 of Section 26, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin

TAX KEY DESCRIPTION

[illegible] Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Outlot 1, of Certified Survey Map No. 9255, recorded as Document No. 11174957, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southeast 1/4 of Section 26, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows:

Beginning at the most Southerly corner of said Lot 1 of Certified Survey Map No. 9255; thence S 61°49'00" W along the Southeasterly line of said Lot 1, 1,320.00 feet to the most Southerly corner of said Lot 1; thence N 28°11'00" W along the Southwesterly line of said Lot 1, 1,320.00 feet to a point on the North line of the Southwest 1/4 of said Section 26; thence S 89°47'57" E along said North line, 1,320.00 feet to a point on the West line of the Southeast 1/4 of said Section 26; thence S 89°47'57" E along said North line, 1,320.00 feet to a point on the West line of the Northeast 1/4 of said Section 26; thence S 89°47'57" E along said North line, 1,320.00 feet to a point on the West line of the Northwest

EXHIBIT C

EXPANSION REAL ESTATE

Expansion Real Estate Owned by City of Oak Creek:

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9355 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON OCTOBER 14, 2021, AS DOCUMENT NUMBER 11174987, BEING A PART OF GOVERNMENT LOTS 3 & 4, AND THE WEST 1/2 OF THE FRACTIONAL SOUTHWEST 1/4, OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, FURTHER DESCRIBED AS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, OF CERTIFIED SURVEY MAP NO.9355; THENCE S 89°46'26" W, ALONG THE NORTH LINE OF E. LAKE VISTA BLVD. 781.07'; THENCE N 29°45'50" W, ALONG SAID NORTH LINE, 24.61 FEET TO THE EAST LINE OF S. LAKE VISTA PARKWAY AND A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, AND ALONG SAID EAST LINE, 600.21 FEET, SAID CURVE HAVING A RADIUS OF 530.00 FEET AND A CHORD BEARING N 19°41'02" E, 565.46 FEET; THENCE N 17°37'25" W, ALONG SAID EAST LINE, 144.06 FEET; THENCE N 89°46'26" E, 320.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT 130.88 FEET, SAID CURVE HAVING A RADIUS OF 499.00 FEET AND A CHORD BEARING S 20°12'42" E, 130.51 FEET; THENCE S 12°41'51" E, 84.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT 413.85 FEET, SAID CURVE HAVING A RADIUS OF 751.00 FEET AND A CHORD BEARING S 28°29'03" E, 408.63 FEET, THENCE S 44°16'15" E, 114.39 FEET TO A SOUTHEASTERLY LINE OF SAID LOT 1, OF CERTIFIED SURVEY MAP NO. 9355 ; THENCE S 51°37'44" W, ALONG SAID SOUTHEASTERLY LINE, 46.86 FEET; THENCE S 00°52'44" WEST, ALONG AN EASTERLY LINE OF SAID LOT 1, 86.81 FEET TO THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:
PROPERTY ADDRESS: 4060 EAST LAKE VISTA BOULEVARD
PART OF TAX PARCEL NOS. 868-9993-001 AND 868-9996-002 (NEW TAX KEY NO. 868-9003-000 NOT YET ASSESSED)

AND

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 9355 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON OCTOBER 14, 2021, AS DOCUMENT NUMBER 11174987, BEING A PART OF GOVERNMENT LOTS 3 & 4, AND THE WEST 1/2 OF THE FRACTIONAL SOUTHWEST 1/4, OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:
PROPERTY ADDRESS: 9116 SOUTH 5TH AVENUE
PART OF TAX PARCEL NO. 868-9996-002 (NEW TAX KEY NO. 868-9006-000 NOT YET ASSESSED)

Expansion Real Estate Owned by Edison M. Boerke Family Trust:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; RUNNING THENCE NORTH 89° 46' 05" EAST ALONG THE SOUTH LINE OF SAID SECTION, 379.29 FEET TO A POINT; THENCE NORTH 00° 51' 52" EAST, 33.01 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD AND THE POINT OF BEGINNING; THENCE NORTH 00° 51' 52" EAST, 1039.05 FEET TO A POINT; THENCE NORTHWESTERLY 86.40 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 1040.00 FEET AND WHOSE CHORD BEARS NORTH 01° 30' 56" WEST, 86.38 FEET TO A POINT; THENCE NORTH 89° 46' 05" EAST, 342.01 FEET TO A POINT; THENCE SOUTH 00° 51' 52" WEST, 1125.43 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD; THENCE SOUTH 89° 46' 05" WEST ALONG THE NORTH LINE, 338.42 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 SECTION, 1824.41 FEET TO A POINT; THENCE SOUTH 33° 00' EAST, 265.00 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 960.00 FEET WITH ITS CENTER TO THE SOUTHWEST AND A CHORD WHICH BEARS SOUTH 16° 30' EAST, MEASURING 544.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION, 1073.90 FEET TO A POINT IN THE SOUTH LINE OF SAID 1/4 SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 299.28 FEET TO THE PLACE OF COMMENCEMENT. IT BEING THE INTENTION TO CONVEY HEREBY A PARCEL OF LAND LYING BETWEEN THE WEST LINE OF SAID 1/4 SECTION AND THE WESTERLY LINE OF LANDS CONVEYED TO THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY BY THE NEWPORT COMPANY BY DEED DATED JANUARY 13, 1930 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, MILWAUKEE COUNTY, IN VOLUME 1309 OF DEEDS, PAGE 451, DOCUMENT NO. 1773917.

EXCEPTING THEREFROM THOSE PARTS LYING WITHIN THE RIGHTS OF WAY OF SOUTH 5TH AVENUE AND EAST RYAN ROAD.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED IN TRUSTEE'S DEED RECORDED OCTOBER 12, 2015 AS DOCUMENT NO. 10510605.

AND

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 89° 46' 05" EAST ALONG THE SOUTH LINE OF SAID SECTION, 379.29 FEET TO A POINT; THENCE NORTH 00° 51' 52" EAST, 33.01 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89° 46' 05" WEST ALONG SAID NORTH LINE, 80.01 FEET TO A POINT; THENCE NORTH 00° 51' 52" EAST, 1040.59 FEET TO A POINT; THENCE NORTHWESTERLY 84.88 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 960.00 FEET AND WHOSE CHORD BEARS NORTH 01° 40' 07" WEST, 84.85 FEET TO A POINT; THENCE NORTH 89° 46' 05" EAST 80.18 FEET TO A POINT; THENCE SOUTHEASTERLY 86.40 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 1040.00 FEET AND WHOSE CHORD BEARS SOUTH 01° 30' 56" EAST, 86.38 FEET TO A POINT; THENCE SOUTH 00° 51' 52" WEST, 1039.05 FEET TO A POINT ON THE NORTH LINE OF EAST RYAN ROAD AND THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:
PART OF TAX PARCEL NO.: 868 9994-002

EXHIBIT D

PERCENTAGE INTERESTS IN COMMON ELEMENTS

	Percentage Interest	Number of Votes	Type of Units
Unit 1	0.69%	1	Single Family and Villa Unit (See Single Family Declaration)
Unit 2	6.48%	6	Townhome Unit (See Single Family Declaration)
Unit 3	2.08%	2	Single Family Unit (See Single Family Declaration)
Unit 4	1.85%	2	Single Family Unit (See Single Family Declaration)
Unit 5	1.16%	1	Single Family Unit (See Single Family Declaration)
Unit 6	0.46%	1	Villa Unit (See Single Family Declaration)
Unit 7	19.44%	19	Multi Family Unit
Unit 8	26.67%	27	Multi Family Unit
Unit 9	12.96%	13	Multi Family Unit
Unit 10	14.58%	15	Multi Family Unit
Unit 11	1.39%	1	Single Family and Villa Unit (See Single Family Declaration)
Unit 12	1.16%	1	Single Family Unit (See Single Family Declaration)
Unit 13	0.93%	1	Villa Unit (See Single Family Declaration)
Unit 14	0.69%	1	Villa Unit (See Single Family Declaration)
Unit 15	0.69%	1	Villa Unit (See Single Family Declaration)
Unit 16	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 17	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 18	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 19	1.16%	1	Villa Unit (See Single Family Declaration)
Unit 20	1.85%	2	Villa Unit (See Single Family Declaration)
Unit 21	2.31%	2	Villa Unit (See Single Family Declaration)
TOTAL	**100.00%**	**100**	

Note: Units 1-6 and 11-21 are current raw land units. As such, the percentage interests may be amended if, and, as there are subsequent sub-condominiums or separation of units, based on actual unit counts.

EXHIBIT E

SITE PLAN OF EXPANSION REAL ESTATE

A color copy is available at the City Clerk's Office

LAKESHORE COMMONS
MASTER SITE PLAN
6/27/2022

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

(FOR RECORDING INFORMATION)

LEGEND:

○ = 1.32" O.D. Iron Pipe Found
△ = 2.375" O.D. Iron Pipe Found
■ = Section Corner
= Wetlands
— — — — — — = RIGHT-OF-WAY LINE
— — — — — — — — — — — — = PROPERTY LINE

100 0 100 200
SCALE IN FEET
1" = 200'

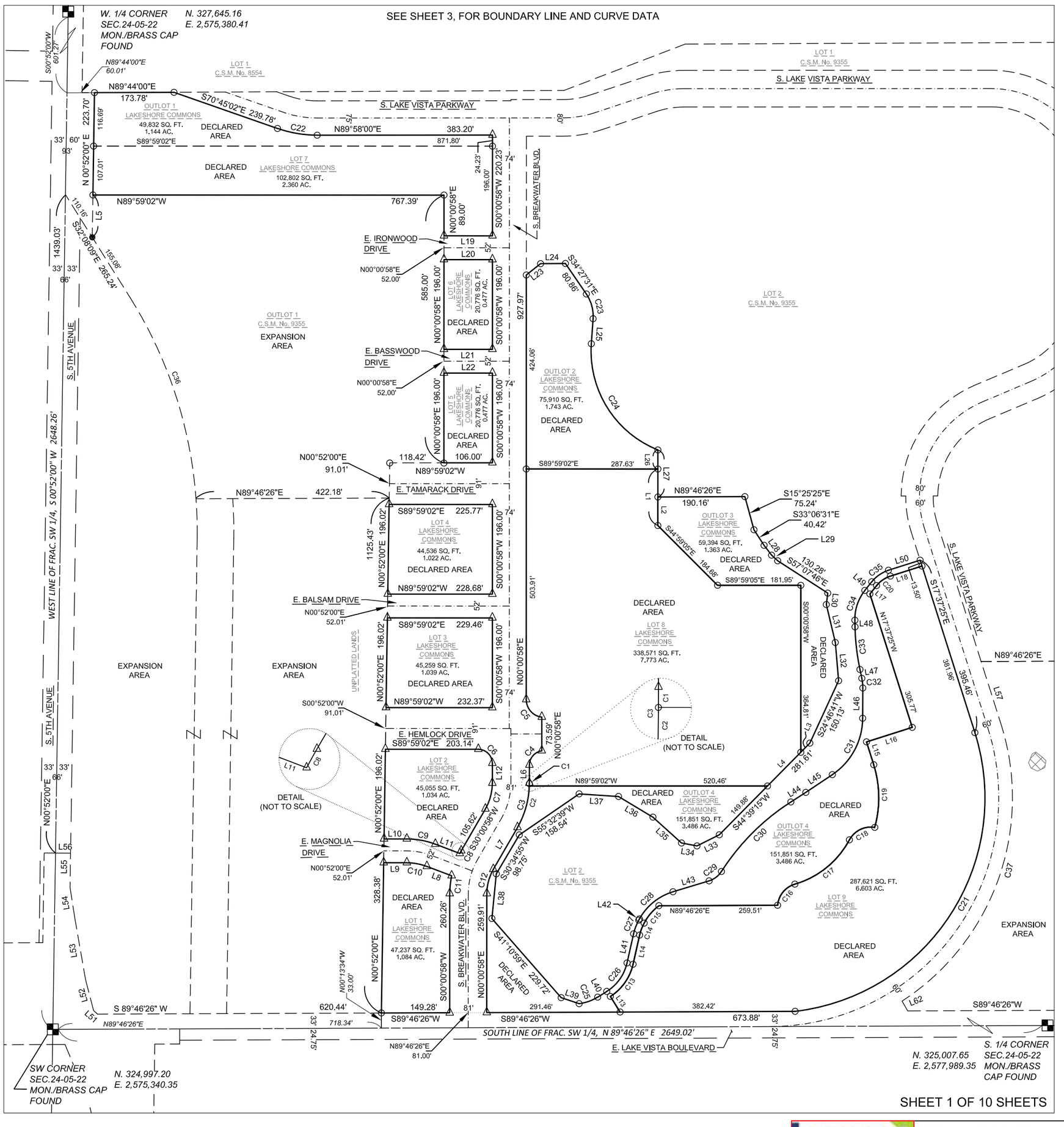
NOTE:
- That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- The wetlands shown hereon were delineated by Dave Meyer of Wetland & Waterway Consulting, LLC, between October 18-21, 2020.

WISCONSIN
ERIK A. GUSTAFSON
S-2229
GREEN BAY, WISCONSIN
LAND SURVEYOR
05-12-2022

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

SCALE: 1"=200'

CONDOMINIUM BOUNDARY



SHEET 1 OF 10 SHEETS

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:25 PM

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND:

○ = 1.32" O.D. Iron Pipe Found
△ = 2.375" O.D. Iron Pipe Found
■ = Section Corner
= Wetlands
= RIGHT-OF-WAY LINE
= PROPERTY LINE

100 0 100 200
SCALE IN FEET
1" = 200'

NOTE:
- That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- The wetlands shown hereon were delineated by Dave Meyer of Wetland & Waterway Consulting, LLC, between October 18-21, 2020.

WISCONSIN
ERIK A. GUSTAFSON
S-2229
GREEN BAY, WISCONSIN
LAND SURVEYOR
05-12-2022

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

SCALE: 1"=200'

CONDOMINIUM BOUNDARY

SHEET 2 OF 10 SHEETS

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:26 PM

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

CURVE CHART

C1 CURVE DATA	C2 CURVE DATA	C3 CURVE DATA	C4 CURVE DATA	C5 CURVE DATA	C6 CURVE DATA	C7 CURVE DATA
R = 194.00'	R = 194.00'	R = 194.00'	R = 31.58'	R = 38.58'	R = 30.58'	R = 113.00'
L = 6.07'	L = 95.51'	L = 101.58'	L = 45.09'	L = 56.09'	L = 48.04'	L = 59.17'
△ = 01°47'38"	△ = 28°12'22"	△ = 30°00'00"	△ = 81°48'28"	△ = 83°18'06"	△ = 90°00'00"	△ = 30°00'00"
CH. B. = N00°54'47"E	CH. B. = N15°54'47"E	CH. B. = N15°00'58"E	CH. B. = N40°55'12"E	CH. B. = N41°38'05"W	CH. B. = S44°59'02"E	CH. B. = S15°00'58"W
CH. = 6.07'	CH. = 94.54'	CH. = 100.42'	CH. = 41.36'	CH. = 51.28'	CH. = 43.25'	CH. = 58.49'

C8 CURVE DATA	C9 CURVE DATA	C10 CURVE DATA	C11 CURVE DATA	C12 CURVE DATA	C13 CURVE DATA	C14 CURVE DATA
R = 187.00'	R = 176.00'	R = 124.00'	R = 187.00'	R = 106.00'	R = 112.50'	R = 99.50'
L = 6.46'	L = 63.68'	L = 44.86'	L = 39.28'	L = 55.50'	L = 88.23'	L = 28.15'
△ = 01°58'48"	△ = 20°43'46"	△ = 20°43'46"	△ = 12°02'04"	△ = 30°00'00"	△ = 44°56'05"	△ = 16°12'44"
CH. B. = S29°01'34"W	CH. B. = N79°37'09"W	CH. B. = S79°37'09"E	CH. B. = S06°02'00"W	CH. B. = N15°00'58"E	CH. B. = N35°09'05.5"E	CH. B. = N20°47'25"E
CH. = 6.46'	CH. = 63.33'	CH. = 44.62'	CH. = 39.21'	CH. = 54.87'	CH. = 85.99'	CH. = 28.06'

C15 CURVE DATA	C16 CURVE DATA	C17 CURVE DATA	C18 CURVE DATA	C19 CURVE DATA	C20 CURVE DATA	C21 CURVE DATA
R = 111.78'	R = 52.50'	R = 196.50'	R = 52.50'	R = 238.00'	R = 62.50'	R = 470.00'
L = 50.19'	L = 63.41'	L = 157.79'	L = 65.90'	L = 138.83'	L = 37.03'	L = 827.86'
△ = 25°43'35"	△ = 69°12'03"	△ = 46°00'27"	△ = 71°55'18"	△ = 33°25'20"	△ = 33°56'37"	△ = 100°55'14"
CH. B. = N40°13'46.5"E	CH. B. = N39°18'37.5"E	CH. B. = N50°54'25.5"E	CH. B. = N63°51'51"E	CH. B. = N00°54'45"W	CH. B. = N55°24'39.5"E	CH. B. = S32°50'12"W
CH. = 49.77'	CH. = 59.62'	CH. = 153.58'	CH. = 61.66'	CH. = 136.87'	CH. = 36.49'	CH. = 724.91'

C22 CURVE DATA	C23 CURVE DATA	C24 CURVE DATA	C25 CURVE DATA	C26 CURVE DATA	C27 CURVE DATA	C28 CURVE DATA
R = 262.50'	R = 85.00'	R = 232.51'	R = 99.00'	R = 99.00'	R = 113.00'	R = 125.00'
L = 88.34'	L = 57.06'	L = 292.82'	L = 43.12'	L = 78.45'	L = 31.97'	L = 96.63'
△ = 19°16'58"	△ = 38°27'37"	△ = 72°09'23"	△ = 24°57'29"	△ = 45°24'00"	△ = 16°12'30"	△ = 44°17'37"
CH. B. = S80°23'31"E	CH. B. = S15°13'42.5"E	CH. B. = S32°04'35.5"E	CH. B. = N70°33'47.5"E	CH. B. = N35°23'03"E	CH. B. = N20°47'18"E	CH. B. = N51°02'21.5"E
CH. = 87.93'	CH. = 55.99'	CH. = 273.85'	CH. = 42.78'	CH. = 76.41'	CH. = 31.86'	CH. = 94.25'

C29 CURVE DATA	C30 CURVE DATA	C31 CURVE DATA	C32 CURVE DATA	C33 CURVE DATA	C34 CURVE DATA	C35 CURVE DATA
R = 49.00'	R = 501.00'	R = 149.00'	R = 99.00'	R = 501.00'	R = 101.00'	R = 76.00'
L = 34.72'	L = 216.32'	L = 145.50'	L = 21.30'	L = 93.98'	L = 70.03'	L = 45.02'
△ = 40°35'37"	△ = 24°44'20"	△ = 55°57'01"	△ = 12°19'47"	△ = 10°44'52"	△ = 39°43'30"	△ = 33°56'37"
CH. B. = N52°53'21.5"E	CH. B. = N44°57'43"E	CH. B. = N28°16'16.5"E	CH. B. = N05°52'07.5"W	CH. B. = N06°39'35"W	CH. B. = N18°34'36"E	CH. B. = N55°24'39.5"E
CH. = 34.00'	CH. = 214.64'	CH. = 139.79'	CH. = 21.26'	CH. = 93.84'	CH. = 68.63'	CH. = 44.37'

C36 CURVE DATA	C37 CURVE DATA	C38 CURVE DATA	C39 CURVE DATA
R = 960.00'	R = 530.00'	R = 499.00'	R = 751.00'
L = 467.81'	L = 690.21'	L = 130.88'	L = 413.85'
△ = 27°55'13"	△ = 74°36'54"	△ = 15°01'42"	△ = 31°34'24"
CH. B. = S18°09'35.5"E	CH. B. = N19°41'02"E	CH. B. = S20°12'42"E	CH. B. = S28°29'03"E
CH. = 463.20'	CH. = 642.46'	CH. = 130.51'	CH. = 408.63'

LINE TABLE

L1 = S 00°00'10" W, 123.42'	L11 = N 69°15'16" W, 57.13'	L21 = N 89°59'02" W, 106.00'	L31 = S 13°19'18" E, 85.24'	L41 = N 12°41'03" E, 65.33'	L51 = N 47°24'59" W, 11.86'
L2 = S 00°00'10" W, 62.36'	L12 = S 00°00'58" W, 43.42'	L22 = S 89°59'02" E, 106.00'	L32 = S 04°53'47" E, 83.89'	L42 = N 28°53'33" E, 3.14'	L52 = N 14°34'27" W, 69.35'
L3 = S 44°39'15" W, 28.07'	L13 = N 31°54'57" W, 40.13'	L23 = N 51°32'08" E, 39.83'	L33 = S 63°26'16" W, 54.37'	L43 = N 73°11'10" E, 82.38'	L53 = N 09°54'46" W, 137.13'
L4 = S 44°39'15" W, 103.66'	L14 = N 12°41'03" E, 65.33'	L24 = N 89°42'28" E, 54.27'	L34 = N 79°17'03" W, 34.56'	L44 = N 57°19'53" E, 38.90'	L54 = N 08°52'44" W, 66.74'
L5 = N 00°52'00" E, 92.45'	L15 = N 17°37'25" W, 52.46'	L25 = S 04°00'06" W, 54.84'	L35 = N 47°51'32" W, 84.05'	L45 = N 56°14'47" E, 69.80'	L55 = N 00°52'00" E, 75.53'
L6 = N 00°00'58" E, 39.42'	L16 = N 72°22'35" E, 105.00'	L26 = S 00°00'10" W, 41.75'	L36 = N 59°02'00" W, 87.71'	L46 = N 00°17'46" E, 66.20'	L56 = N 89°32'23" W, 33.00'
L7 = N 30°00'58" E, 105.62'	L17 = N 38°26'21" E, 23.44'	L27 = S 00°00'10" W, 102.81'	L37 = N 86°10'59" W, 86.41'	L47 = N 12°02'01" W, 19.65'	L57 = N 17°37'25" W, 144.06'
L8 = S 69°15'16" E, 57.77'	L18 = N 72°22'58" E, 72.65'	L28 = S 37°18'04" E, 27.02'	L38 = S 05°36'08" W, 98.14'	L48 = N 01°17'09" W, 14.52'	L58 = S 12°41'51" E, 84.39'
L9 = S 89°59'02" E, 50.59'	L19 = N 89°59'02" W, 106.00'	L29 = S 47°17'16" E, 18.13'	L39 = S 71°33'44" E, 41.54'	L49 = N 38°26'21" E, 24.25'	L59 = S 44°16'15" E, 114.39'
L10 = N 89°59'02" W, 49.82'	L20 = S 89°59'02" E, 106.00'	L30 = S 07°07'40" W, 25.09'	L40 = N 58°05'03" E, 23.59'	L50 = N 72°22'58" E, 72.65'	L60 = S 51°37'44" W, 46.86'
L61 = S 00°52'44" W, 86.81'					
L62 = N 29°45'50" W, 24.61'					

S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:26 PM

WISCONSIN
ERIK A. GUSTAFSON
S-2229
GREEN BAY, WISCONSIN
LAND SURVEYOR

05-12-2022

DECLARANT:
F STREET OCLV, LLC
1134 N. 9TH ST., SUITE 200
MILWAUKEE, WI 53233

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

- All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E.".
- The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at Lakeshore Commons Master Condominium recorded simultaneously with this plat.
- That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- See Sheets 7, 8, & 9, for unit dimensions and areas.
- The Clubhouse is the entirety of Lot 3.
- Units 9 and 10, are building pad boundaries.
- Field work completed on November 30, 2020.
- Public Utility Easements per the Lakeshore Commons Subdivision Plat.

LEGEND:

M.W.M.E. = Municipal Water Main Easement
P.U.E. = Public Utility Easement
M.U.E. = Municipal Utility Easement
= RIGHT-OF-WAY LINE
= PROPERTY LINE
= Wetlands

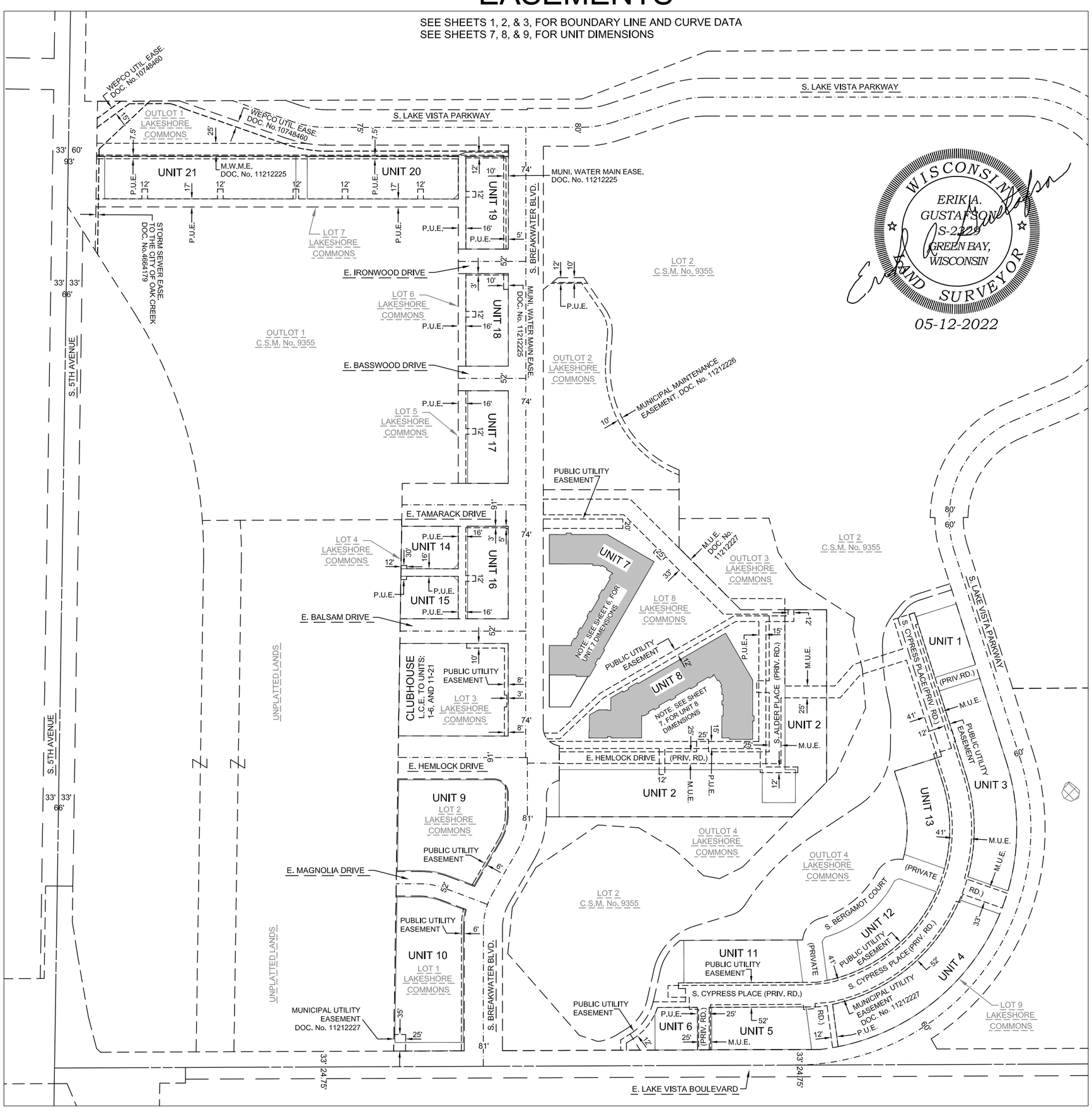
NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

SCALE: 1"=200'

100 0 100 200
SCALE IN FEET
1" = 200'

EASEMENTS

SEE SHEETS 1, 2, & 3, FOR BOUNDARY LINE AND CURVE DATA
SEE SHEETS 7, 8, & 9, FOR UNIT DIMENSIONS



ERIK A. GUSTAFSON S-2229 GREEN BAY, WISCONSIN
WISCONSIN LAND SURVEYOR
05-12-2022

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:28 PM

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

- ♦ All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- ♦ Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E.".
- ♦ The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at Lakeshore Commons Master Condominium recorded simultaneously with this plat.
- ♦ That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- ♦ See Sheets 7, 8, & 9, for unit dimensions and areas.
- ♦ The Clubhouse is the entirety of Lot 3.
- ♦ Units 9 and 10, are building pad boundaries.
- ♦ Field work completed on November 30, 2020.

LEGEND:

C.E. = Common Element

L.C.E. = Limited Common Element

= RIGHT-OF-WAY LINE

= PROPERTY LINE

= Wetlands

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

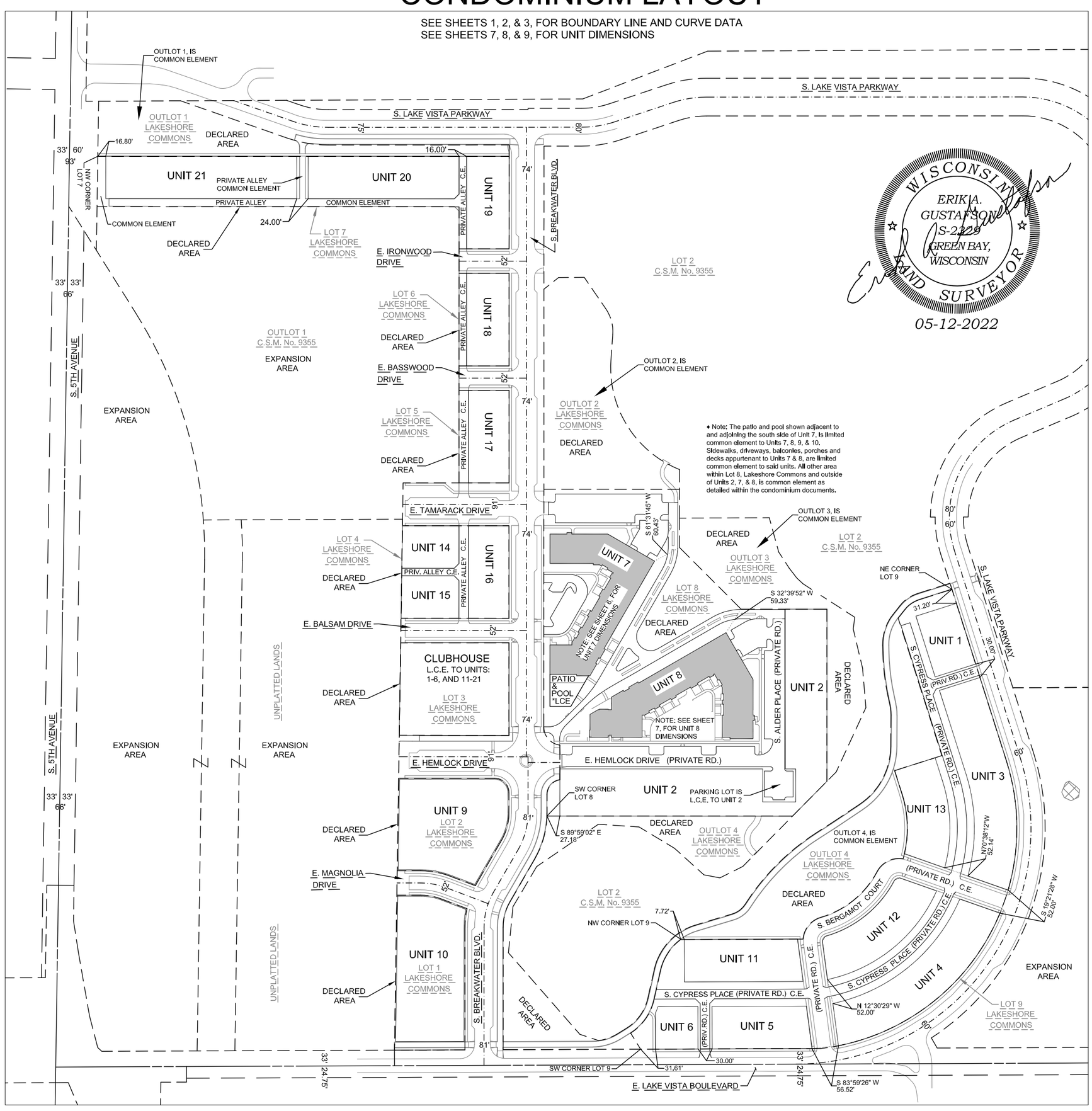
SCALE: 1"=200'

100 0 100 200

SCALE IN FEET
1" = 200'

CONDOMINIUM LAYOUT

SEE SHEETS 1, 2, & 3, FOR BOUNDARY LINE AND CURVE DATA
SEE SHEETS 7, 8, & 9, FOR UNIT DIMENSIONS



ERIK A. GUSTAFSON S-2229 GREEN BAY, WISCONSIN — WISCONSIN — LAND SURVEYOR

05-12-2022

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:29 PM

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NOTES:

- All areas within the condominium boundary are Common Element (C.E.) unless depicted as "Unit" or "L.C.E." Private roads and alleys, as shown, are C.E.
- Limited Common Elements are depicted, to the extent possible, on this plat as "L.C.E.".
- The Common Elements and Limited Common Elements are further defined within the Declaration of Condominium at Lakeshore Commons Master Condominium recorded simultaneously with this plat.
- That portion of Lot 1, of Certified Survey Map No. 9355, shown as Expansion Area, would need to be sub-divided from said Lot 1, prior to the proposed expansion into said Lot 1.
- See Sheets 7, 8, & 9, for unit dimensions and areas.
- The Clubhouse is the entirety of Lot 3.
- Units 9 and 10, are building pad boundaries.
- Field work completed on November 30, 2020.

LEGEND:

C.E. = Common Element
L.C.E. = Limited Common Element
— — — — — — = RIGHT-OF-WAY LINE
— — — — — — — — — — — — = PROPERTY LINE
= Wetlands

WISCONSIN
ERIK A. GUSTAFSON
S-2329
GREEN BAY, WISCONSIN
LAND SURVEYOR

05-12-2022

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

SCALE: 1"=200'

CONDOMINIUM LAYOUT

100 0 100 200
SCALE IN FEET
1" = 200'

SEE SHEETS 1, 2, & 3, FOR BOUNDARY LINE AND CURVE DATA
SEE SHEETS 7, 8, & 9, FOR UNIT DIMENSIONS

S. LAKE VISTA PARKWAY
UNIT 21
UNIT 20
UNIT 19
UNIT 18
UNIT 17
UNIT 16
UNIT 15
UNIT 14
UNIT 13
UNIT 12
UNIT 11
UNIT 10
UNIT 9
UNIT 8
UNIT 7
UNIT 6
UNIT 5
UNIT 4
UNIT 3
UNIT 2
UNIT 1
COMMON ELEMENT
PRIVATE ALLEY C.E.
PRIV. ALLEY C.E.
DECLARED AREA
LOT 7 LAKESHORE COMMONS
LOT 6 LAKESHORE COMMONS
LOT 5 LAKESHORE COMMONS
LOT 4 LAKESHORE COMMONS
LOT 3 LAKESHORE COMMONS
LOT 2 LAKESHORE COMMONS
LOT 1 LAKESHORE COMMONS
LOT 2 C.S.M. No. 9355
LOT 8 LAKESHORE COMMONS
LOT 9 LAKESHORE COMMONS
OUTLOT 1 C.S.M. No. 9355
EXPANSION AREA
OUTLOT 2 LAKESHORE COMMONS
OUTLOT 3 LAKESHORE COMMONS
OUTLOT 4 LAKESHORE COMMONS
OUTLOT 2, IS COMMON ELEMENT
OUTLOT 3, IS COMMON ELEMENT
OUTLOT 4, IS COMMON ELEMENT
E. IRONWOOD DRIVE
E. BASSWOOD DRIVE
E. TAMARACK DRIVE
E. BALSAM DRIVE
E. HEMLOCK DRIVE
E. MAGNOLIA DRIVE
E. LAKE VISTA BOULEVARD
S. BREAKWATER BLVD.
S. ALDER PLACE (PRIVATE RD.)
S. CYPRESS PLACE (PRIVATE RD.) C.E.
S. BERGAMOT COURT
(PRIV.RD.) C.E.
(PRIVATE RD.) C.E.
CLUBHOUSE
L.C.E. TO UNITS: 1-6, AND 11-21
PATIO & POOL *LCE
PARKING LOT IS L,C,E, TO UNIT 2
UNPLATTED LANDS
NE CORNER LOT 9
NW CORNER LOT 9
SW CORNER LOT 8
SW CORNER LOT 9
NOTE: SEE SHEET 6 FOR UNIT 7 DIMENSIONS
NOTE: SEE SHEET 7, FOR UNIT 8 DIMENSIONS
S 61°31'45" W 60.45'
S 32°39'52" W 59.33'
S 89°59'02" E 27.18'
N70°38'12"W 52.14'
S 19°21'28" W 52.00'
N 12°30'29" W 52.00'
S 83°59'26" W 56.52'
31.61'
30.00'
7.72'
31.20'
74'
80'
60'
52'
91'
81'
33' 24.75'

* Note: The patio and pool shown adjacent to and adjoining the south side of Unit 7, is limited common element to Units 7, 8, 9, & 10. Sidewalks, driveways, balconies, porches and decks appurtenant to Units 7 & 8, are limited common element to said units. All other area within Lot 8, Lakeshore Commons and outside of Units 2, 7, & 8, is common element as detailed within the condominium documents.

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

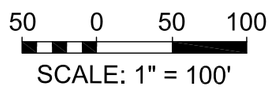
S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:31 PM

Lakeshore Commons Master Condominium

An Expandable Condominium

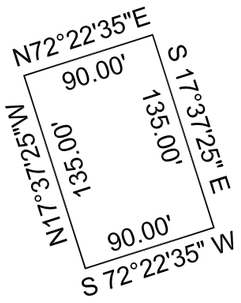
Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

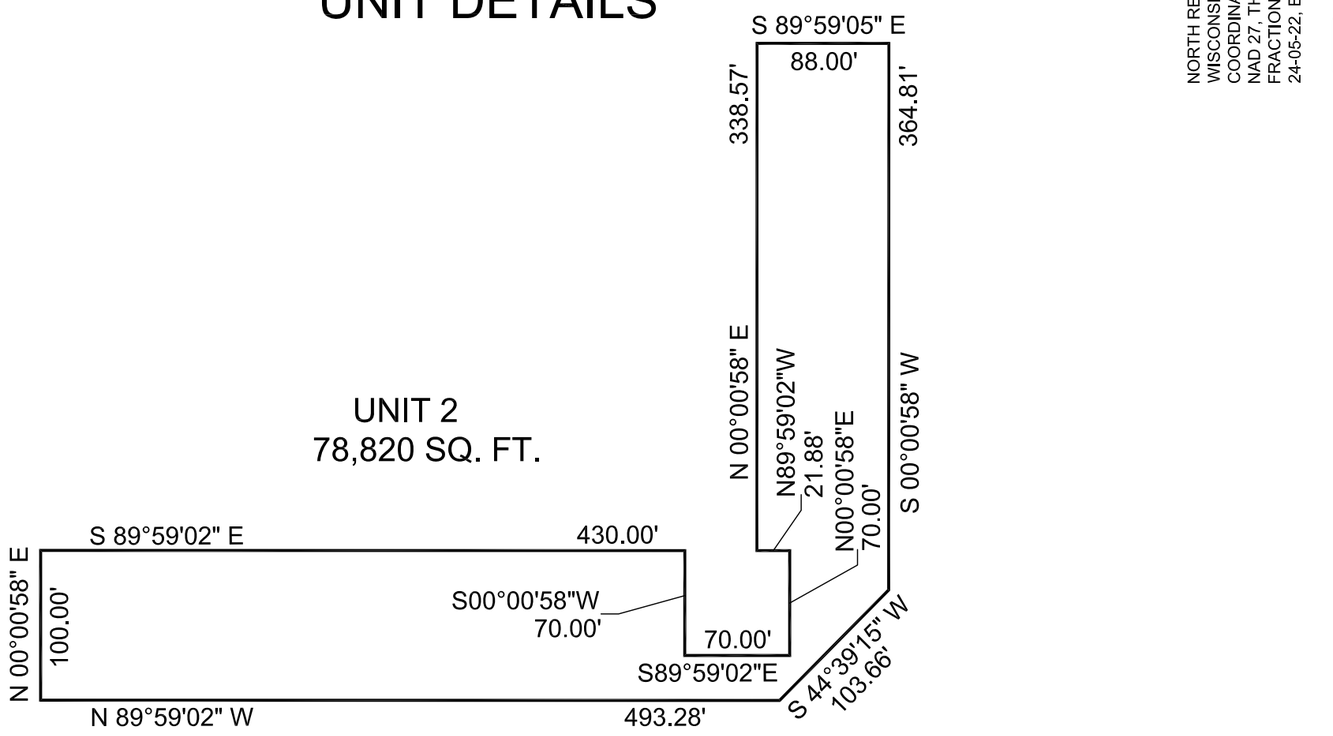


UNIT DETAILS

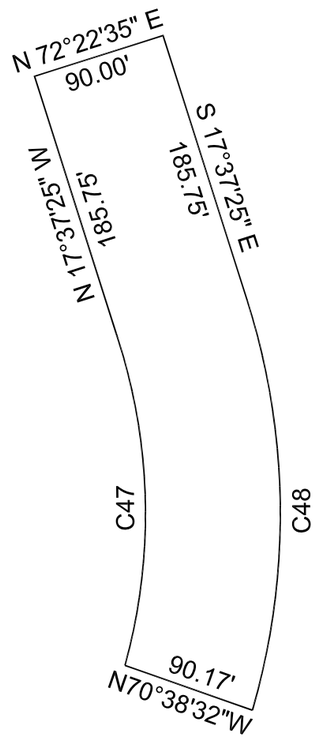
UNIT 1
12,150 SQ. FT.



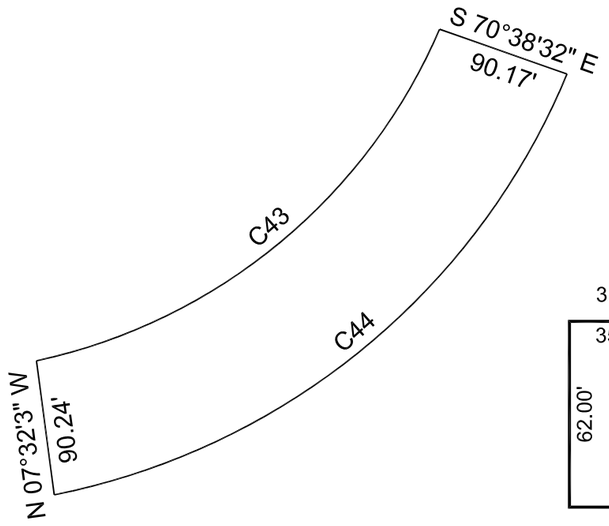
UNIT 2
78,820 SQ. FT.



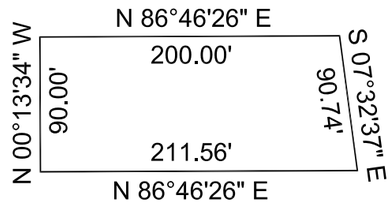
UNIT 3
39,064 SQ. FT.



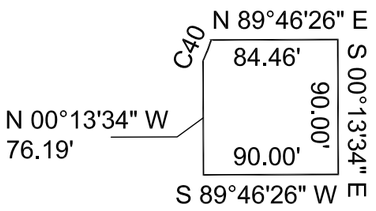
UNIT 4
37,035 SQ. FT.



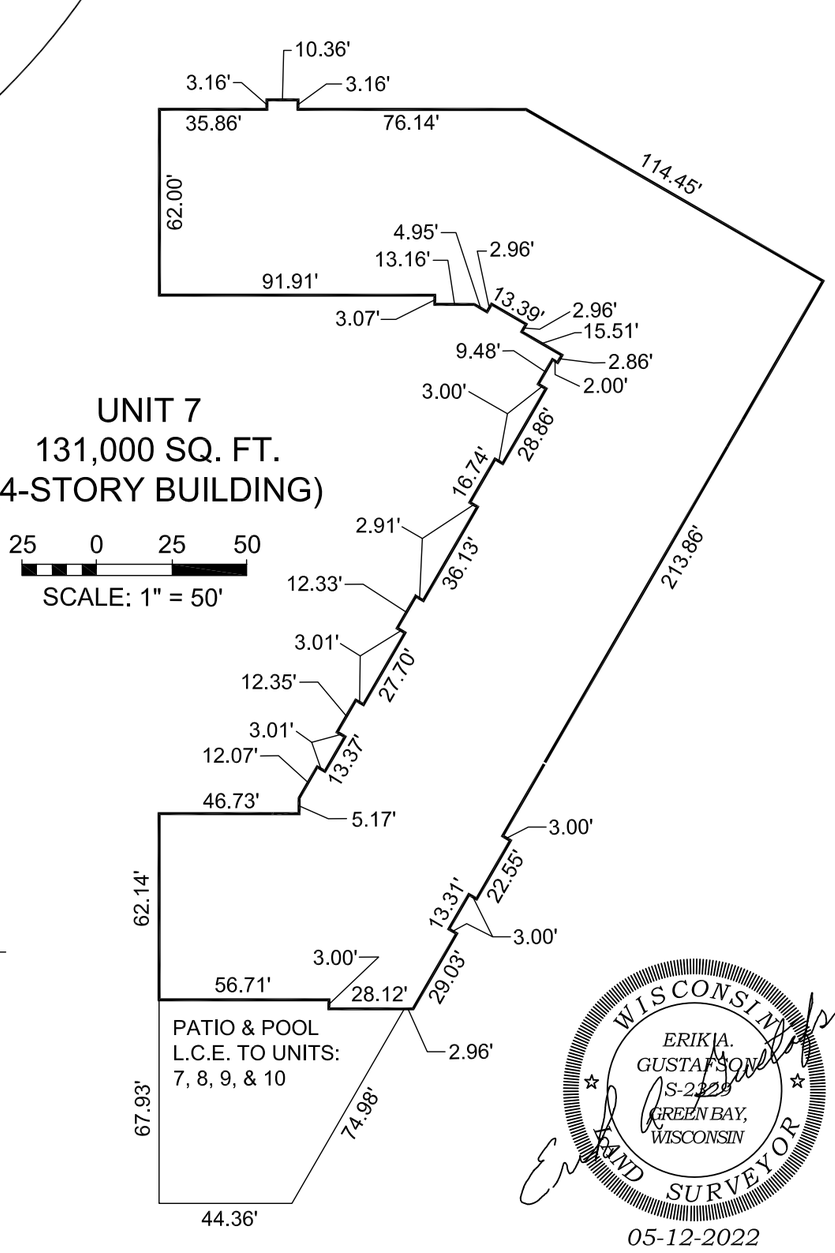
UNIT 5
18,520 SQ. FT.



UNIT 6
8,059 SQ. FT.



UNIT 7
131,000 SQ. FT.
(4-STORY BUILDING)



C40 CURVE DATA
R = 124.50'
L = 14.89'
△ = 06°51'04"
CH. B. = N21°38'39"E
CH. = 14.88'

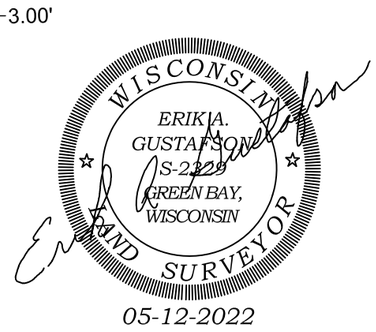
C43 CURVE DATA
R = 380.00'
L = 361.93'
△ = 54°34'18"
CH. B. = N50°34'01"E
CH. = 348.41'

C44 CURVE DATA
R = 470.00'
L = 461.07'
△ = 56°12'24"
CH. B. = N50°37'56"E
CH. = 442.80'

C47 CURVE DATA
R = 380.00'
L = 219.25'
△ = 33°03'29"
CH. B. = N01°05'40"W
CH. = 216.22'

C48 CURVE DATA
R = 470.00'
L = 277.35'
△ = 33°48'36"
CH. B. = S00°43'07"E
CH. = 273.34'

Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.



05-12-2022

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:32 PM

Lakeshore Commons Master Condominium

An Expandable Condominium

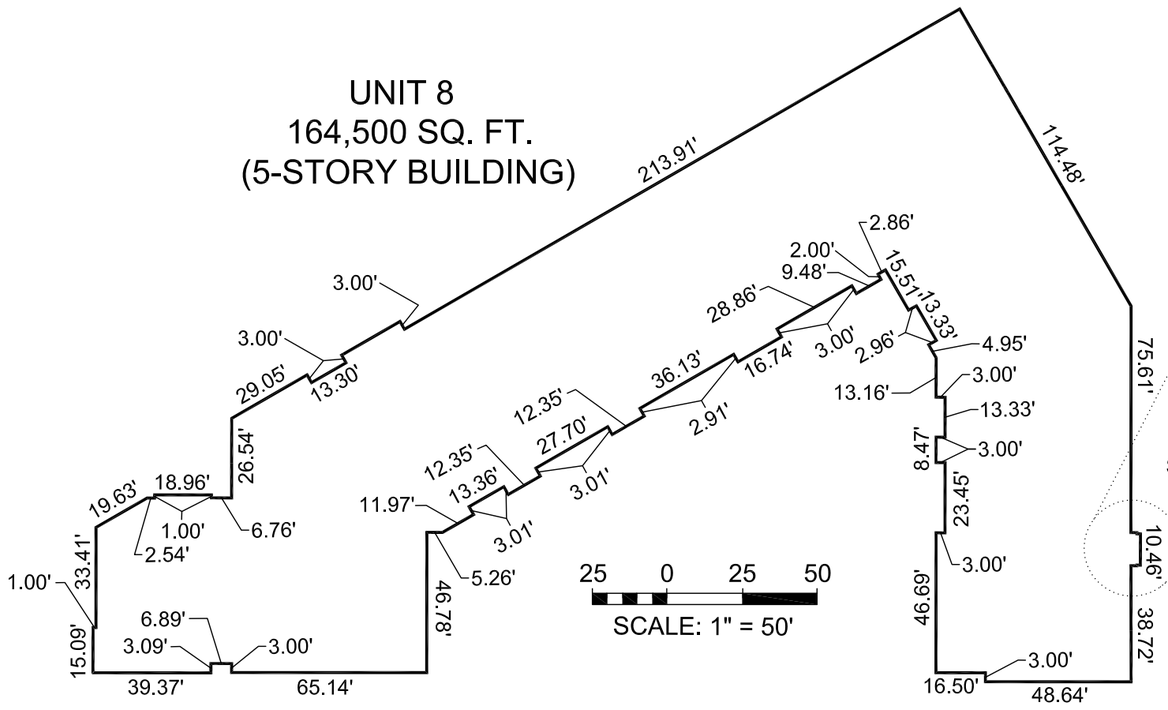
Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

UNIT DETAILS

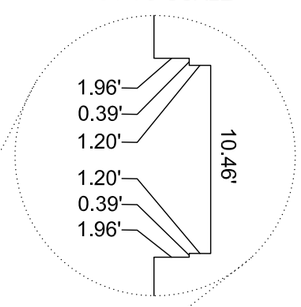
50 0 50 100
SCALE: 1" = 100'

UNIT 8
164,500 SQ. FT.
(5-STORY BUILDING)

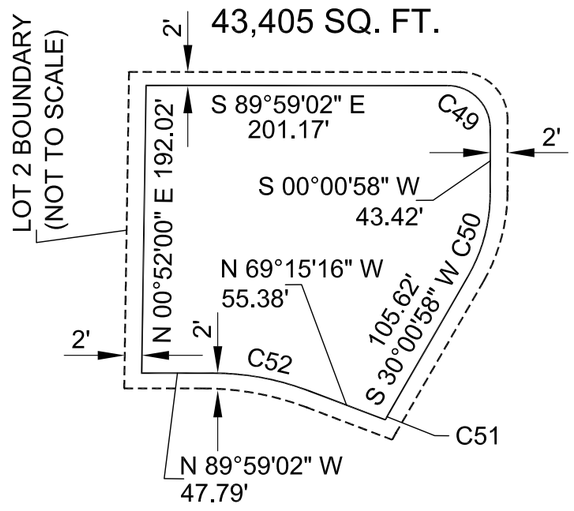


25 0 25 50
SCALE: 1" = 50'

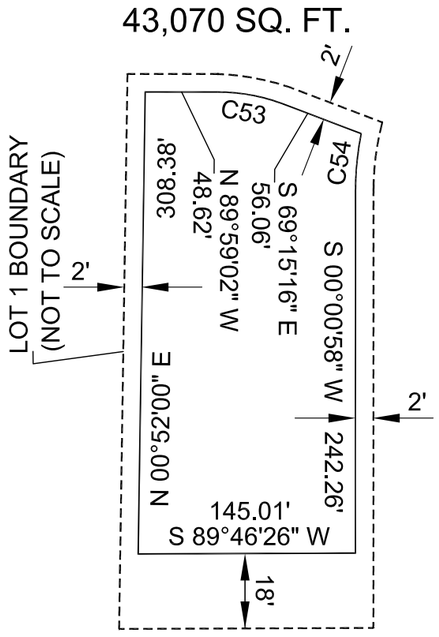
DETAIL
NOT TO SCALE



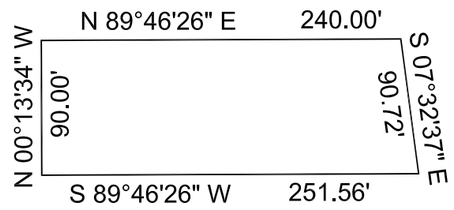
UNIT 9
43,405 SQ. FT.



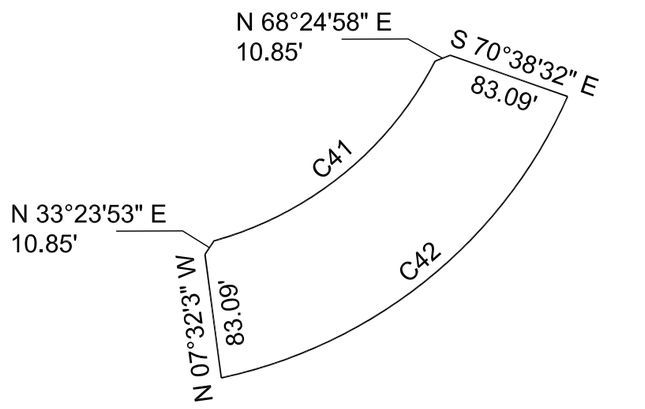
UNIT 10
43,070 SQ. FT.



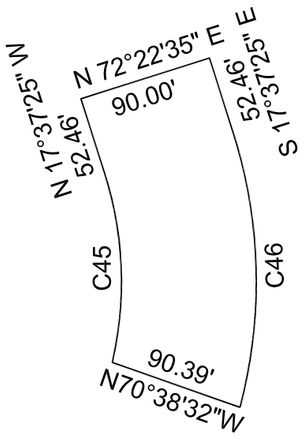
UNIT 11
22,118 SQ. FT.



UNIT 12
23,311 SQ. FT.



UNIT 13
18,818 SQ. FT.



C41
CURVE DATA
R = 238.50'
L = 195.67'
△ = 47°06'18"
CH. B. = N50°54'25"E
CH. = 190.20'

C42
CURVE DATA
R = 328.00'
L = 309.16'
△ = 54°00'20"
CH. B. = S50°54'25"W
CH. = 297.85'

C45
CURVE DATA
R = 238.00'
L = 127.56'
△ = 30°42'34"
CH. B. = N02°16'08"W
CH. = 126.04'

C46
CURVE DATA
R = 328.00'
L = 185.68'
△ = 32°26'05"
CH. B. = S01°24'22"E
CH. = 183.21'

C49
CURVE DATA
R = 28.58'
L = 44.90'
△ = 90°00'32"
CH. B. = S44°59'02"E
CH. = 40.42'

C50
CURVE DATA
R = 111.00'
L = 58.12'
△ = 29°59'54"
CH. B. = S15°00'58"W
CH. = 57.46'

C51
CURVE DATA
R = 189.00'
L = 4.77'
△ = 01°26'43"
CH. B. = S29°17'35"W
CH. = 4.77'

C52
CURVE DATA
R = 178.00'
L = 64.40'
△ = 20°43'47"
CH. B. = N79°37'09"W
CH. = 64.05'

C53
CURVE DATA
R = 122.00'
L = 44.14'
△ = 20°43'48"
CH. B. = S79°37'09"E
CH. = 43.90'

C54
CURVE DATA
R = 189.00'
L = 37.98'
△ = 11°30'53"
CH. B. = S05°46'22"W
CH. = 37.92'

WISCONSIN
ERIK A. GUSTAFSON
S-2229
GREEN BAY, WISCONSIN
LAND SURVEYOR
05-12-2022

Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:33 PM

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

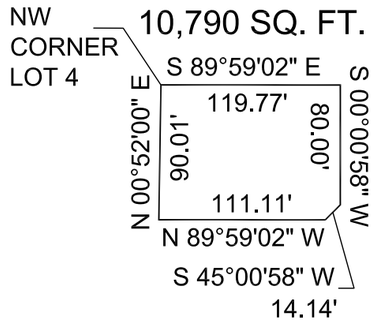
50 0 50 100

SCALE: 1" = 100'

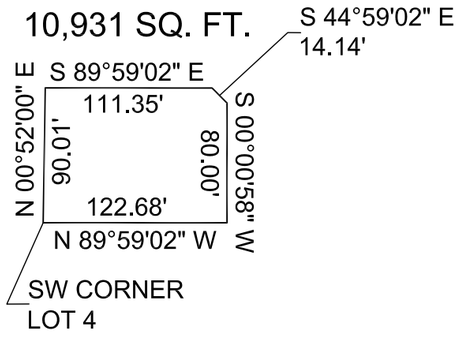
NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24-05-22, BEARING N00°52'00"E.

UNIT DETAILS

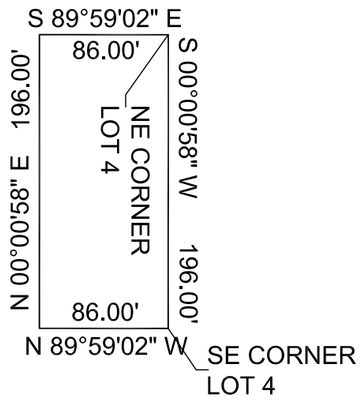
UNIT 14
10,790 SQ. FT.



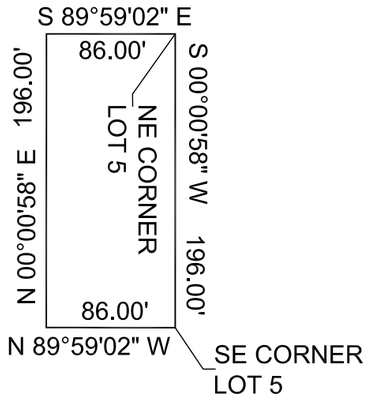
UNIT 15
10,931 SQ. FT.



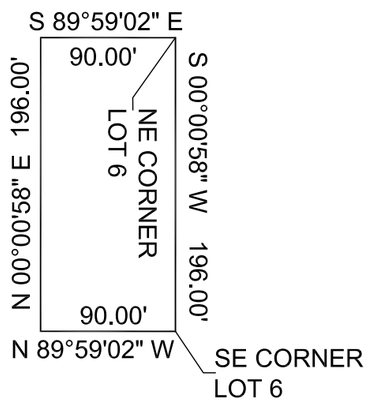
UNIT 16
16,856 SQ. FT.



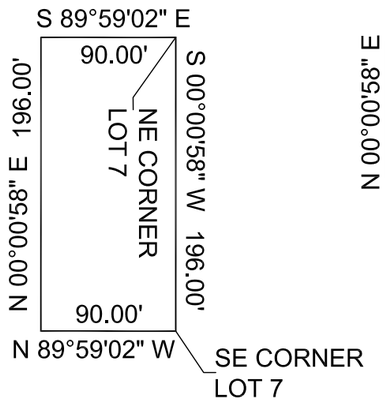
UNIT 17
16,856 SQ. FT.



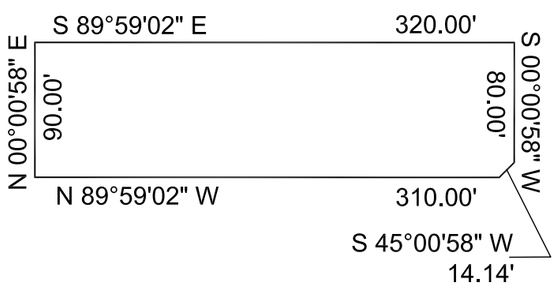
UNIT 18
17,640 SQ. FT.



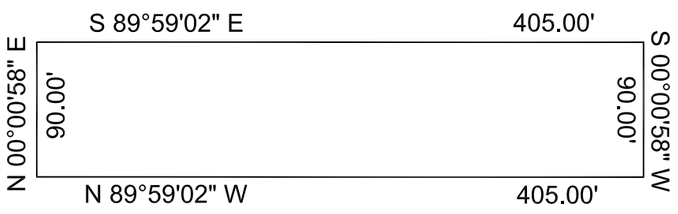
UNIT 19
17,640 SQ. FT.



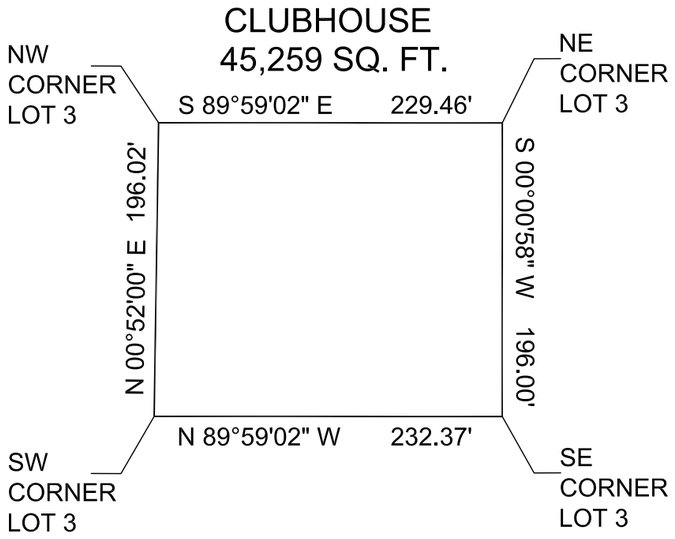
UNIT 20
28,750 SQ. FT.



UNIT 21
36,450 SQ. FT.



CLUBHOUSE
45,259 SQ. FT.



WISCONSIN
ERIK A. GUSTAFSON
S-2229
GREEN BAY, WISCONSIN
LAND SURVEYOR

05-12-2022

Note: The surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:34 PM

Lakeshore Commons Master Condominium

An Expandable Condominium

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

TOTAL BOUNDARY:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as:

Beginning at the southeast corner of said Lot 1, of Certified Survey Map No.9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd, 781.07'; thence N 29°45'50" W, along said north line, 24.61 feet to the east line of S. Lake Vista Parkway and a point of curvature; thence Northeasterly along the arc of a curve to the left, and along said east line, 690.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 19°41'02" E, 642.46 feet; thence N 17°37'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 320.20 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right 130.88 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°41'51" E, 84.39 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left 413.85 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'03" E, 408.63 feet; thence S 44°16'15" E, 114.39 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355 ; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°52'44" West, along an easterly line of said Lot 1, 86.81 feet to the Point of Beginning.

Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as:

Beginning at the southwest corner of said Lot 1, of Lakeshore Commons; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°24'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 69.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 08°52'44" W, along said east line, 66.74 feet; thence thence N 00°52'00" E, along said east line, 75.53 feet; thence N 89°32'23" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 00°52'00" E, along said west line, 1439.03 feet; thence S 32°08'09" E, along the southwesterly line, and the northwesterly extension thereof of said Outlot 1, of Certified Survey Map No. 9355; 265.24 feet to a point of curvature; thence Southeasterly along said southwesterly line, and also along the arc of a curve to the right, 467.81 feet to the southwesterly corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 422.18 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°52'00" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning.

Containing 2,972,733 square feet / 68.245 acres of land, more or less.

DECLARED AREA:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

Containing 1,289,628 square feet / 29.606 acres of land, more or less.

EXPANSION AREA:

Part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, said part of Lot 1, further described as: Beginning at the southeast corner of said Lot 1, of Certified Survey Map No.9355; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd, 781.07'; thence N 29°45'50" W, along said north line, 24.61 feet to the east line of S. Lake Vista Parkway and a point of curvature; thence Northeasterly along the arc of a curve to the left, and along said east line, 690.21 feet, said curve having a radius of 530.00 feet and a chord bearing N 19°41'02" E, 642.46 feet; thence N 17°37'25" W, along said east line, 144.06 feet; thence N 89°46'26" E, 320.20 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right 130.88 feet, said curve having a radius of 499.00 feet and a chord bearing S 20°12'42" E, 130.51 feet; thence S 12°41'51" E, 84.39 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left 413.85 feet, said curve having a radius of 751.00 feet and a chord bearing S 28°29'03" E, 408.63 feet; thence S 44°16'15" E, 114.39 feet to a southeasterly line of said Lot 1, of Certified Survey Map No. 9355 ; thence S 51°37'44" W, along said southeasterly line, 46.86 feet; thence S 00°52'44" West, along an easterly line of said Lot 1, 86.81 feet to the Point of Beginning.

Said part of the West 1/2 of the Fractional Southwest 1/4 of said Section 24, further described as:

Beginning at the southwest corner of said Lot 1, of Lakeshore Commons; thence S 89°46'26" W, along the north line of E. Lake Vista Blvd., 620.44 feet to the east line of S. 5th Ave.; thence N 47°24'59" W, along said east line, 11.86 feet; thence N 14°34'27" W, along said east line, 69.35 feet; thence N 09°54'46" W, along said east line, 137.13 feet; thence N 08°52'44" W, along said east line, 66.74 feet; thence thence N 00°52'00" E, along said east line, 75.53 feet; thence N 89°32'23" W, 33.00 feet to the west line of said Fractional SW 1/4 of Section 24; thence N 00°52'00" E, along said west line, 1439.03 feet; thence S 32°08'09" E, along the southwesterly line, and the northwesterly extension thereof of said Outlot 1, of Certified Survey Map No. 9355; 265.24 feet to a point of curvature; thence Southeasterly along said southwesterly line, and also along the arc of a curve to the right, 467.81 feet to the southwesterly corner of said Outlot 1, said curve having a radius of 960.00 feet and a chord bearing S 18°09'35.5" E, 463.20 feet; thence N 89°46'26" E, along the south line of said Outlot 1, 422.18 feet to the southeast corner of said Outlot 1, also being a point on the westerly line of said Lakeshore Commons; thence S 00°52'00" W, along said westerly line, 1125.43 feet to said southwest corner of Lot 1, of Lakeshore Commons and the Point of Beginning.

Containing 1,683,105 square feet / 38.639 acres of land, more or less.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
OUTAGAMIE COUNTY) SS

I, Erik A. Gustafson, Professional Land Surveyor, do hereby certify that that by the direction of the Declarant, F Street OCLV, LLC, I have surveyed and mapped the following described lands:

Lots 1-9, inclusive, and Outlots 1-4, inclusive, of the Plat of Lakeshore Commons, part of Lot 1, and all of Oulot 1, of Certified Survey Map No. 9355, recorded as Document No. 11174987, of the Milwaukee County Registry, and a part of the West 1/2 of the Fractional Southwest 1/4, all being a part of the Fractional Southwest 1/4 of Section 24, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin

Containing 2,972,733 square feet / 68.245 acres of land, more or less.

I further certify:

That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7, of the Wisconsin Administrative Code, and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the units contained in the plat and the approximate dimensions and floor areas thereof.

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 12th day of May, 2022.

Erik A. Gustafson S-2329

WISCONSIN
ERIK A. GUSTAFSON S-2329 GREEN BAY, WISCONSIN
LAND SURVEYOR

kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

S:_SiteDsgn\Rinka Chung Architects\190575 Lake Vista Final\Survey\DWG\190575_SR_Master_Condo_1_REV1.dwg 5/11/2022 3:27 PM

BYLAWS
OF
LAKESHORE COMMONS MASTER CONDOMINIUM OWNER'S ASSOCIATION, INC.

TABLE OF CONTENTS

ARTICLE I. PURPOSES 1

ARTICLE II. OFFICES 1
Section 2.01 Principal Office 1
Section 2.02 Registered Agent Office 1

ARTICLE III. ASSOCIATION 1
Section 3.01 Membership 1
Section 3.02 Unit Owner Prohibited from Voting 1
Section 3.03 Proxies 1
Section 3.04 Membership Roster 2
Section 3.05 Annual Meetings 2
Section 3.06 Special Meetings 2
Section 3.07 Notice of Meetings 2
Section 3.08 Conduct of Meetings 2
Section 3.09 Majority Required to Act 2
Section 3.10 Quorum 3
Section 3.11 Action Without Meeting By Written Ballot 3

ARTICLE IV. BOARD OF DIRECTORS 3
Section 4.01 General Powers 3
Section 4.02 Number 3
Section 4.03 Term of Office 4
Section 4.04 Powers and Duties 4
Section 4.05 Regular Meetings 6
Section 4.06 Special Meetings 6
Section 4.07 Removal of Members of the Board of Directors 6
Section 4.08 Incapacity or Death of a Director 6
Section 4.09 Vacancies 6
Section 4.10 Notice 6
Section 4.11 Telephone Meetings 6
Section 4.12 Quorum 7
Section 4.13 Manner of Acting 7
Section 4.14 Compensation 7
Section 4.15 Presumption of Assent 7
Section 4.16 Informal Action 7
Section 4.17 Committees 7
Section 4.18 Minutes 7
Section 4.19 Insurance Trustee 7

ARTICLE V. OFFICERS 8
Section 5.01 Principal Officers 8
Section 5.02 Election and Terms of Office 8
Section 5.03 Removal 8

Section 5.04 Vacancies 8
Section 5.05 President 8
Section 5.06 Vice President 8
Section 5.07 Secretary 8
Section 5.08 Treasurer 9
Section 5.09 Salaries 9
Section 5.10 Qualifications 9

ARTICLE VI. INDEMNIFICATION 9
Section 6.01 Definitions Relating to Indemnification 9
Section 6.02 Mandatory Indemnification 10
Section 6.03 Determination of Right to Indemnification 10
Section 6.04 Allowance of Expenses as Incurred 11
Section 6.05 Additional Rights to Indemnification and Allowance of Expense 11
Section 6.06 Court Ordered Indemnification 12
Section 6.07 Contract 12
Section 6.08 Insurance 12
Section 6.09 Effect of Invalidity 12

ARTICLE VII. ASSESSMENTS 12
Section 7.01 Fiscal Year 12
Section 7.02 Preparation of Budget 12
Section 7.03 Operating Fund 12
Section 7.04 Reserve for Replacement Fund 13
Section 7.05 General Assessments 13
Section 7.06 Special Assessments 13
Section 7.07 Penalty and Default in Payment 13
Section 7.08 Books and Accounts 13
Section 7.09 Transfer Fee 14

ARTICLE VIII. RULES AND REGULATIONS 14
Section 8.01 Initial Rules and Regulations 14
Section 8.02 Rules and Regulations 14
Section 8.03 Enforcement 14

ARTICLE IX. INSURANCE 14
Section 9.01 Directors' and Officers' Liability and Fidelity 14
Section 9.02 Fire and Casualty 15
Section 9.03 Public Liability Insurance 15

ARTICLE X. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY 16
Section 10.01 General Requirements. 16
Section 10.02 Procedure for Reconstruction and Repair 17
Section 10.03 Disbursements 17
Section 10.04 Common Elements: When Reconstruction Is Not Required 18

ARTICLE XI. COMPLIANCE AND DEFAULT 18
Section 11.01 Unit Owners 18
Section 11.02 Fines 18
Section 11.03 Waiver 19

ARTICLE XII. MISCELLANEOUS 19
Section 12.01 Amendments 19
Section 12.02 Notices 19
Section 12.03 Invalidity 19
Section 12.04 Captions 19
Section 12.05 Internal Revenue Code 19
Section 12.06 Number and Gender 19
Section 12.07 Defined Terms 20

ARTICLE XIII. LEASING RESTRICTIONS 22
Section 13.01 Owner Occupancy Required. 22

BYLAWS
OF
LAKESHORE COMMONS MASTER CONDOMINIUM
OWNER'S ASSOCIATION, INC.

ARTICLE I. PURPOSES

The purposes for which this Corporation is organized and shall be operated are as follows: (1) to serve as an association of Unit Owners in the Association under the Act; (2) to serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the condominium in accordance with the Act and the Declaration; and (3) to engage in any lawful activity included in and permitted under the Act, the Declaration and the purposes for which a nonstock corporation may be organized.

ARTICLE II. OFFICES

Section 2.01 Principal Office. The principal office of the Association shall be located at as stated on file with the Wisconsin Department of Financial Institutions. The Association may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

Section 2.02 Registered Agent Office. The registered office shall be F Street OCLV, LLC, 1134 N. 9th Street, Suite 220, Milwaukee, WI 53233, Attention Josh Lurie, or as stated on file with the Wisconsin Department of Financial Institutions from time to time.

ARTICLE III. ASSOCIATION

Section 3.01 Membership. The Association shall have one (1) class of voting Membership. The Members shall be all the Unit Owners. Each Unit will have the number of votes identified on Exhibit C of the Declaration. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease. In the event a Unit is owned by more than one person or entity, the person or entity who shall be entitled to vote for the Unit shall be the person or entity named on a certificate executed by all of the co-owners of the Unit and filed with the Secretary of the Association.

Section 3.02 Unit Owner Prohibited from Voting. No Unit Owner may cast a vote if the Association has a right to a statutory or contractual lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3.03 Proxies. Any Unit's vote may be cast pursuant to a proxy executed by the Unit Owner, either on paper/hard copy or by electronic means. No proxy shall be revocable except by

actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Proxies may be filed with the Secretary either on paper/hard copy or by electronic means. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 3.04 Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name, address, and email address of each person or entity entitled to cast a vote on behalf of a Unit. Co-owners of a Unit shall provide the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be signed by all Owners of the Unit and delivered to the Secretary of the Association. If no certificate is on file, or more than one certificate purports to be effective at a time, then the Unit shall not vote until there is a single certificate on file.

Section 3.05 Annual Meetings. Unless otherwise determined by the Board of Directors, annual meetings of the Association shall be held during the month of May each year or at such other time to be set by the Board of Directors. Meetings of the Association shall be held at a suitable place (whether physical or virtual) convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 3.06 Special Meetings. The President, or the Board of Directors, or the Members having twenty-five percent of the votes in the Association, may call a special meeting. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 3.07 Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written notice of the time, place (whether physical or virtual), and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid, or via electronic mail.

Section 3.08 Conduct of Meetings. The minutes of all meetings shall be kept in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 3.09 Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present. Presence "in person" at a meeting may be via video or digital means if the Association has access to such technology.

Section 3.10 Quorum. A quorum for the purposes of general or special meetings shall consist of 33.33% of the votes entitled to vote unless otherwise required by the Act or any of the Condominium Instruments.

Section 3.11 Action Without Meeting By Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these Bylaws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 3.07 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be returned to the Secretary via electronic mail. Once received by the Secretary of the Association, a written ballot may not be revoked.

Section 3.12 Declarant's Voting. The Declarant shall be entitled to the number of votes identified on Exhibit C of the Declaration for each Unit owned by Declarant. Notwithstanding the foregoing provisions for voting, the Declarant shall be deemed to have sufficient votes to constitute a majority of votes until all of Declarant's Units are sold; provided, however, that Declarant's control shall cease as provided in Section 3.13 below.

Section 3.13 Declarant's Control. Subject to Article IV below, Declarant, or a person or persons authorized by it may appoint and remove the Directors and Officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease the earlier of (a) ten (10) years after the first Unit is conveyed to a purchaser other than the Declarant (unless the Act is amended to permit a longer period, in which event, such longer period shall apply), (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements, or (c) thirty (30) days after the Declarant's election to waive its right of control.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.01 General Powers. The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

Section 4.02 Number. Notwithstanding any provision set forth in these Bylaws to the contrary, the Declarant shall designate the initial Board, none of whom must be Members, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board under these Bylaws. Such Directors, or successors to any of them as designated by Declarant, shall continue to serve until their successors are elected as set forth herein.

Prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Members other than the Declarant shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest to purchasers, the Association shall hold a meeting and the Members other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. Until expiration of Declarant's control (as set forth in Section 3.13 above) occurs, the Board shall consist of a Unit Owner of the Multi Family Unit, a Unit Owner of the Single Family Unit, and a Declarant designated Director.

Not later than forty-five (45) days after the expiration of Declarant's control (as set forth in Section 3.13 above), the Association shall hold a meeting and the Members shall elect a Board of five (5) Directors of the Association. Each Member of the Board of Directors must be a Unit Owner. At least one Director must be elected from each of the following Unit types: Multi Family Unit, Single Family Unit, Villa Unit, Townhome Unit, and if applicable Commercial Unit. To the extent a Commercial Unit has not yet been designated, the fifth (5^{th}) Director can be elected from any of the Unit types. The Directors shall take office upon election. If and when a Commercial Unit is declared and in existence, such Director shall be elected at the then next annual meeting to replace the duplicate Unit type Director. The Directors shall serve until their successors have been elected at the next succeeding annual meeting.

If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as Directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent assessment account with the Association, that Unit Owner cannot be elected as a Director. If at any time a Director becomes delinquent on paying assessments, the Director is required to resign from its Board position (and any Officer position held) unless it brings its account current within ten (10) days notice from the Board. If a Director shall cease to meet such qualifications during its term, he/she shall thereupon cease to be a Director and his/her place on the Board shall be deemed vacant.

Section 4.03 Term of Office. The directors will be elected to terms of two years. For a five member Board, in even years two directors will be elected and in odd years three directors will be elected. The Board will have the power to determine or adjust the terms of Directors appointed or elected either (i) under the second and third paragraphs of Section 4.02, or (ii) as a result of a resignation, deemed resignation, death, removal, or other reason for a Director not serving a full term, in order to implement the foregoing election cycles in a manner reasonably intended to carry out the intent of this Section.

Section 4.04 Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act, Declaration and any of the Condominium Instruments. Such powers and duties shall include, but not be limited to, the following:

(A) To promulgate and enforce the Rules and Regulations.

(B) To contract for and dismiss the services of accountants, attorneys, or other employees or agents and to pay to such persons reasonable compensation.

(C) To adopt an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.

(D) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Instruments.

(E) To ascertain the amount of and pay the Common Expenses.

(F) To enter into contracts, deeds, leases, or other written agreements and to authorize the execution and delivery thereof by the appropriate officers.

(G) To open and maintain bank accounts on behalf of the Association and designate the signatories required therefor.

(H) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.

(I) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Instruments with respect to the Units and the Common Elements, to obtain insurance in accordance with these Bylaws, and to settle any claim under any such policies of insurance.

(J) To repair or restore the Property as required by the Act and/or the Declaration.

(K) To keep adequate books and records as required by the Act and the Condominium Instruments.

(L) To approve and sign checks and issue payment vouchers.

(M) To pay off liens against any portion of the Property.

(N) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts.

(O) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of Five Thousand Dollars ($5,000), other than trade debt incurred in the ordinary course of business (payable within 45 days or less), without the prior consent of at least sixty-seven percent (67%) of the votes obtained at a meeting duly called and held for such purpose.

(P) Contract for the services of an Owners' Managing Agent and to delegate to an Owners' Managing Agent all of its foregoing powers, duties and responsibilities referred to above except for those set forth in subparagraphs (A), (C), (F) (except for contracts under $5,000.00), (G), (H), (I), and (Q) of this Section. The Owners' Managing Agent shall be a bona fide business enterprise. Such firm shall have a minimum of two years' experience in real estate residential management. The Owners' Managing Agent shall perform such duties and services as the Board of

Directors shall authorize. The compensation of the Owners' Managing Agent shall be established by the Board of Directors.

(Q) To appoint an Architectural Control Committee which shall be empowered to review and approve all exterior improvements, alterations and modifications to the Condominium.

Section 4.05 Regular Meetings. The Board of Directors may provide, by resolution, the time and place, either virtual or within the State of Wisconsin, for the holding of regular meetings.

Section 4.06 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons calling such meetings shall fix any time or place, either virtual or within the State of Wisconsin, for holding any special meeting of the Board of Directors.

Section 4.07 Removal of Members of the Board of Directors. Any Director may be removed from office either with or without cause, by the affirmative vote of a majority of Directors then in office, taken at a special meeting of Directors called for that purpose.

Section 4.08 Incapacity or Death of a Director. If a Director becomes incapacitated to the extent he is unable to perform his duties as a Director, or if a Director dies during his term as a Director, then a replacement Director shall be chosen as provided for in Section 4.09 below of this Article.

Section 4.09 Vacancies. Any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, although less than a quorum of the Board of Directors.

Section 4.10 Notice. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by email or other electronic means to each Director at his last known address. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. If notice is given by email, such notice shall be deemed to be delivered when sent to the email address provided by the Director. Whenever any notice is required to be given to any Directors of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.11 Telephone Meetings. The Board of Directors may conduct its meetings by means of a conference telephone, videoconference, or similar communication equipment if all persons

participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 4.12 Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at a meeting a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 4.13 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law.

Section 4.14 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its Members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

Section 4.15 Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who has voted in favor of such action.

Section 4.16 Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be provided by all of the Directors or Members of such committee.

Section 4.17 Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 4.18 Minutes. Minutes of all meetings of the Board of Directors and its committees shall be made and filed in the Association's Minute Book.

Section 4.19 Insurance Trustee. The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds therefrom will be held in accordance with the terms of these Bylaws. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to

receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Unit Owners and their respective Mortgagees.

ARTICLE V. OFFICERS

Section 5.01 Principal Officers. The principal Officers of the corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary shall be elected by the Board of Directors. 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 5.02 Election and Terms of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors, or until his successor is duly elected and qualified, unless sooner terminated by his death, resignation or removal.

Section 5.03 Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 5.04 Vacancies. A vacancy in any principal office shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5.05 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Association and Board of Directors. The President may sign, with the Secretary or any other officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.06 Vice President. In the absence of the President or in the event of his death or inability to act, the Vice President or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.07 Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given; (c) be custodian of the corporate books and records of the Association; (d) count all votes at any meeting 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 to him by the President or by the Board of Directors.

Section 5.08 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due-and payable to or from the Association to or from any source whatsoever; (c) deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (d) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5.09 Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve salaries for the Officers. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the Corporation.

Section 5.10 Qualifications. Notwithstanding Declarant's Control provisions identified in Section 3.13 above, all Officers must be Unit Owners or direct or indirect holders of beneficial interest in a Unit Owner.

ARTICLE VI. INDEMNIFICATION

Section 6.01 Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this section:

(A) "Director" or "Officer" shall mean any of the following:

(i) a natural person who is or was a Director or Officer of the Association; or

(ii) a natural person who, while a Director or Officer of the Association, is or was serving at the Association's request as a Director, Officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise.

(B) "Expenses" shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(C) "Liability" shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(D) "Party" shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(E) "Proceeding" shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association or by any other person.

Section 6.02 Mandatory Indemnification.

(A) The Association shall indemnify a Director or Officer, to the extent he has been successful on the merits or otherwise in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because of being a Director or Officer of the Association.

(B) In cases not included under subparagraph (A) above, the Association shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer of the Association, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the Association and the breach or failure to perform constitutes any of the following:

(i) a willful failure to deal fairly with the Association or its Members in connection with a matter in which the Director or Officer has a material conflict of interest;

(ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;

(iii) a transaction from which the Director or Officer derived an improper personal profit; or

(iv) willful misconduct.

Determination of whether indemnification is required under this subparagraph (B) above, shall be made under the provisions of Section 6.03 below. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (B).

(C) A Director or Officer who seeks indemnification under this section shall make a written request to the Association.

(D) Indemnification under this section is not required if the Director or Officer has previously received indemnification or allowance of the same expenses from any person, including the Association, in connection with the same Proceeding.

Section 6.03 Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the Association, determination of whether indemnification is required under Section 6.02(B) shall be made by one of the following methods:

(i) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time Parties to the Proceedings or, if a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which appointment by the Board may be made by Directors

who are Parties to the Proceeding) consisting solely of two or more Directors who are not at the time Parties to the Proceedings;

(ii) by a panel of three arbitrators consisting of (a) one arbitrator selected by a quorum of the Board of Directors or its committee constituted as required under (i), above, or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including Directors who are Parties to the Proceedings, (b) one arbitrator selected by the Director or Officer seeking indemnification, and, (c) one arbitrator selected by the other two arbitrators;

(iii) by a court of competent jurisdiction; or

(iv) by any other method provided for under Section 6.05.

Section 6.04 Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the Association may pay or reimburse his reasonable Expenses as incurred if the Director or Officer provides the Association with all of the following:

(A) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and

(B) a written undertaking, executed personally or on his or her behalf, to repay the allowance, and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 6.03 above that indemnification under Section 6.02 above is not required and that indemnification is not ordered by a court under Section 6.06 below. The undertaking under this subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured.

Section 6.05 Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Section 6.05, the provisions of Section 6.02 and Section 6.04 above do not preclude any additional right to indemnification or allowance of Expenses that a Director or Officer may have under any of the following:

(A) a written agreement between the Director or Officer and the Association; or

(B) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the Association shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses unless it is determined by or on behalf of the Association that the Director or Officer did not breach or fail to perform a duty he owes to the Association which constitutes conduct under Section 6.02(B)(iv) above. A Director or Officer who is a Party to the same or related Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this Article VI shall affect the Association's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

(i) as a witness in a Proceeding to which he is not a Party; or

(ii) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the Association.

Section 6.06 Court Ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the Association, a Director or Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Section 6.03(iii) or for review by the court of an adverse determination under Section 6.03(i).

Section 6.07 Contract. The assumption by a person of a term of office as a Director or Officer of the Association, and the continuance in office or service of those persons who are any such Directors or Officers as of the adoption of this Article VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article VI as in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 6.08 Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article VI or Chapter 181 of the Wisconsin Statutes.

Section 6.09 Effect of Invalidity. The invalidity or unenforceability of any provision of this Article VI shall not affect the validity or enforceability of any other provision of this Article VI or of these Bylaws.

ARTICLE VII. ASSESSMENTS

Section 7.01 Fiscal Year. The fiscal year of the Condominium shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 7.02 Preparation of Budget. The Board of Directors shall adopt a budget at least thirty (30) days before the beginning of the new fiscal year. The annual budget shall provide for an "operating fund" and upon the sale of the a Unit for a "working capital fund." Promptly upon completion of the budget, the Board of Directors shall send to each Unit Owner a copy of such budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article VII to pay the Owner's Percentage Interest of the Common Expenses based upon such budget.

Section 7.03 Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Unit Owners pursuant to Section 6.01 of the Declaration. Such Common Expenses shall include normal and recurring

expenses including, but not limited to, management services, special amenity fees, insurance, common services, administration, materials and supplies.

Section 7.04 Reserve for Replacement Fund. The reserve for replacement fund shall be used for future Common Expenses which the Association is required to pay on behalf of the Unit Owners. Such Common Expenses may include, but not be limited to, roof replacement and driveway/ parking lot resurfacing. These funds must be accounted for separately in the general ledger maintained by the Association. This reserve is not intended to be a statutory reserve under the Act.

Section 7.05 General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budget is prepared. The final budget will show the amount assessed to the particular Unit, how that amount was determined, and that one-twelfth of the amount of the Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Unit Owner to the Association or the Owners Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year.

Section 7.06 Special Assessments. The Board of Directors, upon the affirmative vote of sixty-seven percent (67%) of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the operating fund, reserve replacement fund, or operating reserve fund. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Instruments upon the affirmative vote of sixty-seven percent (67%) of all the Directors. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit, or for any other matter stated in the Condominium Instruments, then the Unit Owner against whom the assessment is made shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board shall give notice to all Unit Owners of the amount assessed to each Unit, the date when payment is due, and the reason for the Special Assessment.

Section 7.07 Penalty and Default in Payment. If any payment for any Assessment is not received by the Association within ten (10) days after the date such payment is due, a late payment penalty in an amount set in the Rules and Regulations shall be assessed against the Unit. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon at the rate set in the Rules and Regulations, and the expenses of the proceedings, including actual attorneys' fees, in an action brought against such Unit Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.165 of the Act. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at a meeting of the Association or serving on the Board of Directors, if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7.08 Books and Accounts. The Treasurer shall keep the books and accounts of the Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Unit Owners and contract purchasers,

and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours.

Section 7.09 Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into a working capital fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

(A) When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;

(B) When the transfer is solely between spouses and/or domestic partners;

(C) When the transfer is solely between a parent or parents and his, her or their child;

(D) When the transfer is from the Declarant to an affiliate or related entity; and

(E) When the transfer is to or from the Association.

ARTICLE VIII. RULES AND REGULATIONS

Section 8.01 Rules and Regulations. The Board of Directors may promulgate Rules and Regulations for the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the Condominium Instruments. Copies of changes to the Rules and Regulations shall be furnished by the Secretary of the Association to each Unit Owner prior to the time when the same shall become effective.

Section 8.02 Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, and court action if necessary, and daily monetary fines assessed by the Board of Directors consistent with the Rules and Regulations.

ARTICLE IX. INSURANCE

Section 9.01 Directors' and Officers' Liability and Fidelity. The Board shall obtain and maintain, in a reasonable amount, insurance coverage to protect against wrongful and dishonest acts on the part of the Officers, Directors, employees and other agents of the Association, including the Owners Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association. In addition, the Board shall obtain and maintain fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

Section 9.02 Fire and Casualty. The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant and contingency endorsements covering nonconforming use. To the extent reasonably possible, the insurance shall provide: (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective family members, servants and agents; and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days prior written notice to the Association, which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

It is the express intent of the Association to provide the above coverage for all Common Elements, Units and Unit upgrades or betterments, together will all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation.

In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the Buildings and/or Common Elements according to Section X of the Declaration and Section 10.01 of these Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which were damaged. If it is determined (according to Section 10.02 of the Declaration and Section 10.01 of these Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Section 10.02 of the Declaration and Section 10.01 of these Bylaws.

Section 9.03 Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than Two Million Dollars ($2,000,000) per single occurrence, which may be achieved using an underlying liability policy and an umbrella/excess liability policy. The Association may also provide worker's compensation insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

Section 9.04 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity

(including the Association) who would be responsible for such damage under the Condominium Instruments, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated. .

Section 9.05 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible.

ARTICLE X. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 10.01 General Requirements.

(A) When Repair and Reconstruction are Required. Except as provided in paragraph (B) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by, or other personal property of, the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his Unit.

By acceptance of the deed to a 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 3.11 of these Bylaws, and shall constitute the determination by the Association and the Unit Owners to repair or reconstruct as required by the Act.

(B) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds, and, if within ninety (90) days after the date of such destruction, at least seventy-five percent (75%) of the votes in the Association agree to waive and terminate the Condominium form of ownership, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Percentage Interest after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Condominium Unit, in the order of the priority of such liens. Any Unit Owners whose Unit is subject to a Mortgage shall first obtain such Unit Owner's Mortgagee's written consent to the Unit Owner's intended vote. Until the execution of judgment partitioning the Condominium, each Unit Owner, and his or her heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his or her Unit.

Section 10.02 Procedure for Reconstruction and Repair.

(A) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary or desirable.

(B) Casualty Assessments. If the proceeds of insurance maintained by the Board are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair the funds for the payment thereof are insufficient, special casualty assessments in sufficient amount(s) to provide payment of such costs shall be deemed to be a general obligation of all Unit Owners; accordingly, the Board shall levy such special casualty assessments against all Unit Owners in proportion to the respective Percentage Interest of all Units. Special casualty assessments shall not require the approval of the Association, anything in these Bylaws to the contrary notwithstanding.

(C) Determination of Amount of Special Casualty Assessment; Use of Reserve for Replacement Funds. If the Board determines that the repair or reconstruction of any portion of the Condominiums (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any Reserve for Replacement Fund at its then current level, the Board may utilize such Reserve for Replacement Fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment.

(D) Plans and Specifications. Except upon the approval of the Association as provided in the Bylaws or this Declaration, any reconstruction or repair of any portion of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which that portion of the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

Section 10.03 Disbursements.

(A) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections or special casualty assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars ($100,000) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars ($100,000), then the construction fund shall be disbursed in payment of such costs by the Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) upon approval of an architect qualified to practice in the State of Wisconsin and employed by the Board of Directors or the Insurance Trustee, as the case may be, to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction

and repair and stating that: (i) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(B) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid special casualty assessments levied pursuant to Section 10.02 above of this Article in proportion to their payments.

(C) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and then the balance, if any, to the cost of replacing and repairing the Units.

(D) Certificate. The Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction funds, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Board of Directors or Insurance Trustee, as the case may be, promptly after request.

Section 10.04 Common Elements: When Reconstruction Is Not Required. If the Board of Directors elects not to repair insubstantial damage to the Common Elements, it shall cause the removal of all remains of the damaged improvements and restoration of the site thereof to an acceptable condition compatible with the remainder of the Condominium, and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interests.

ARTICLE XI. COMPLIANCE AND DEFAULT

Section 11.01 Unit Owners. All Unit Owners shall be governed by and shall comply with the provisions of the Act and the Condominium Instruments, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association or an aggrieved Unit Owner to the relief as provided in this Article XI.

Section 11.02 Fines. The Board of Directors may establish and assess fines against Unit Owners for every violation of the Condominium Instruments or the Act by the Unit Owner, his family members, guests, invitees, lessee, employees and/or agents. Such fines, as well as a grievance procedure, shall be set forth in the Rules and Regulations. As provided in §703.165 of the Act, fines and penalties are deemed Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of the

proceeding, and such reasonable attorneys' fees as may be determined by the court in which the proceeding has been held.

Section 11.03 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.

ARTICLE XII. MISCELLANEOUS

Section 12.01 Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members by an affirmative vote of Unit Owners of Units to which at least sixty-seven (67%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Unit Owners.

Section 12.02 Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally, upon mailing if sent by United States mail, first-class postage prepaid, by email, or otherwise as the Act may require or permit, at the following:

(A) if to the Unit Owner, at the address or email address shown on the Membership Roster; and

(B) if to the Association or the Owners Managing Agent, at the registered office of the Association.

Section 12.03 Invalidity. The invalidity or unenforceability of any provision of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 12.04 Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

Section 12.05 Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Directors of this corporation which would not be permitted to be taken by an organization described in Section 528 of the Internal Revenue Code of 1986, as amended, or would otherwise put the status of the Association as a homeowner's association under Section 528 of the Internal Revenue Code of 1986, as amended, at risk. The Association may reasonably rely on the written opinion of legal counsel or an accounting firm for this determination.

Section 12.06 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

Section 12.07 Conflicts. These Bylaws are intended to comply with the requirements of the Act. In case there is any conflict between the provisions of the Act or of the documents listed below, or between the various documents listed below, the Act or the document, as the case may be, shall control in the following Order:

(a) The Act;

(b) The Declaration;

(c) The Plat;

(d) The Articles of Incorporation;

(e) These Bylaws

Section 12.08 Defined Terms. The following terms shall have the following meanings herein:

"Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.

"Architectural Control Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.

"Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses, fines or penalties as more fully defined in §703.165 of the Act.

"Association" means Lakeshore Commons Master Condominium Owner's Association, Inc.

"Board of Directors" means the governing body of the Association.

"Building(s)" means any structure containing one or more Units which is situated on the Property.

"Bylaws" means the Bylaws of the Association.

"Common Expenses" means all of the expenses of the Association.

"Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.

"Condominium" means Lakeshore Commons Master Condominium.

"Condominium Instruments" consist of the Condominium's Articles, Bylaws, Rules and Regulations, Floor Plans, Specifications, Surveys, Plat Maps, Management Agreement, if any, and the Declaration.

"Declaration" means the Declaration of Condominium at Lakeshore Commons Master Condominium.

"Director" means a Member of the Board of Directors of the Association.

"FNMA" means the Federal National Mortgage Association.

"General Assessments" means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

"General Common Elements" means all Common Elements except for any Limited Common Elements, a more particularly described in the Declaration.

"Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Units, as more particularly described in the Declaration.

"Owners Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium documents.

"Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit expressed as a percentage and identified for each respective Unit in Exhibit C of the Declaration.

"Majority" means more than 50% of the votes assigned to the Units by the Declaration.

"Mortgage" means any recorded mortgage or land contract encumbering a Unit.

"Mortgagee" means the holder of any recorded Mortgage encumbering one or more Units or land contract vendor.

"Member" means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.

"Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.

"Plat" means the Lakeshore Commons Master Condominium Plat, attached to the original Declaration as Exhibit B, of the Condominium being recorded pursuant to the Act simultaneously with the Declaration and constituting a part of the Declaration, as the same may be amended from time to time.

"Property" means the real property as described on Exhibit A to the Declaration, and any amendment thereto.

"Residential Declaration" means that certain Declaration of Condominium at The Residences and Clubhouse at Lakeshore Commons Condominium.

"Rules and Regulations" means the Rules and Regulations for the Condominium adopted and amended from time to time by the Board of Directors.

"Special Assessment" means any assessment made against the Unit Owner and his Unit by the Association as provided in Section 8.3(b) of the Declaration.

"Unit" means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment and possession by, or under the authority of, its Owner, as further defined herein.

"Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof, or any land contract vendor of a Unit.

Any capitalized term that is not herein defined shall have the same meaning as provided for in the Act and/or the Declaration.

ARTICLE XIII. LEASING RESTRICTIONS - NON-MULTI FAMILY UNITS

Section 13.01 Owner Occupancy Required.

(A) Except as provided in Section 13.01(B) below, Units must be occupied by the title owner of the Unit (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. In no event will the Owner Occupancy Requirement apply to the Association, where the Unit is acquired by foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

(B) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

(i) The lease must be in writing and approved by the Association;

(ii) The lease must be for the entire Unit, and no subleasing is allowed;

(iii) The lease must be a one-time per year lease of no less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year (whether two 6 month leases, or a 3 month and a 6 month lease) to different persons;

(iv) The lease must designate that the use of the premises is subject to the Declaration, the Bylaws, and the Rules and Regulations of the Association;

(v) A copy of the lease must be provided to the Secretary of the Association or the managing agent no less than 10 days prior to its execution for review and approval, with a final executed lease delivered within 10 days of execution;

(vi) Owners of leased units must provide current contact information for their tenants;

(vii) The owner and tenant must show proof of insurance within five (5) days of occupancy; and

(viii) Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including any rules and regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation, and have twenty (20) days from the mailing of the notice of the nature of the violation in which to cure the violation before the Association may file for eviction.

(C) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Except as provided in Section 13.01(B)(iii) above, rentals through similar services such as AirBnb and VRBO are expressly prohibited.

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation:	Lakeshore Commons Master Condominium Owner's Association, Inc.

Principal Office

Mailing Address:	c/o F Street Group, 1134 N. 9th Street, Suite 220
City:	Milwaukee
State:	WI
Zip Code:	53233

Registered Agent

Registered Agent Individual:	
Name of Entity:	F STREET OCLV, LLC
Street Address:	1134 N. 9th Street, Suite 220, Attn: Josh Lurie
City:	Milwaukee
State:	WI
Zip Code:	53233

Select Statement

Select one statement:	The corporation will have members
Is this corporation authorized to make distributions under the statute?:	No
This document was drafted by:	Derek Taylor

Incorporator

Name:	Derek Taylor
Street Address:	c/o Hush Blackwell LLP; 511 N. Broadway, Suite 1100
City:	Milwaukee
State:	WI
Zip Code:	53202

Incorporator Signature

I understand that checking this box constitutes a legal signature:	Yes
Incorporator Signature:	Derek Taylor

Optional Articles

The purpose(s) for which the corporation is incorporated:	Condominium Homeowner's Association

Delayed Effective date:

Directors

Optional Contact Information

Name:	Julie Marie Halady
Address:	c/o Husch Blackwell LLP, 511 N. Broadway, Suite 1100
City:	Milwaukee
State:	WI
Zip Code:	53202
Phone Number:	414-978-5429
Email Address:	juliemarie.halady@huschblackwell.com

Endorsement

	FILED
Received Date:	02/16/2022

LAKESHORE COMMONS MASTER CONDOMINIUM OWNER'S ASSOCIATION, INC.

RULES AND REGULATIONS

EFFECTIVE JULY 7, 2022

TABLE OF CONTENTS

Page

I. INTRODUCTION 1

II. PROPERTY MANAGER 1

III. RULES AND REGULATIONS 1

A. PARKING 1
A.1 MULTI-FAMILY INDOOR PARKING. 1
A.2 OUTDOOR PARKING. 2
A.3 GENERAL. 3
A.4 TOWING POLICY: 3

B. ANIMALS 3

C. CLUBHOUSE RULES 5

D. SWIMMING POOL RULES 6

E. TENNIS, BASKETBALL, PICKLEBALL, BOCCE BALL AND SIMILAR RECRETATIONAL COURTS 7

F. PERSONAL PROPERTY 8

G. DECORATIVE AND OTHER ITEMS 9

H. FLOWERS/LANDSCAPE PLANTS 11

I. SIGNS 11

J. COMMON AND LIMITED COMMON ELEMENTS 12

K. GARBAGE 13

L. RUMMAGE AND ESTATE SALES 13

M. RESTRICTIVE COVENANTS AGREEMENT 13

N. BULLETIN BOARD AND OFFICIAL NOTIFICATION PROCEDURES 14

O. RULES RELATING TO CONTRACTORS 14

IV. INFORMATIONAL MATTERS 15

A. ASSESSMENTS 15

B. LEASED UNITS 16

V. RULES ENFORCEMENT AND GRIEVANCE PROCEDURES. 16

H. GRIEVANCE COMMITTEE RULES AND PROCEDURES: 18

I. INTRODUCTION

These Rules and Regulations (the "Rules") are a legal part of the Lakeshore Commons Master Condominium's governing documents. These Rules are intended to enhance the general enjoyment and aid the Board of Directors in the management of the Lakeshore Commons Master Condominium Owner's Association, Inc. (the "Association"). The Rules below are adopted and may be amended by the Board of Directors, as allowed by the Condominium's Bylaws. All Rules are in compliance with Wisconsin State Statute 703 (the "Condominium Act"). Any capitalized term that is not herein defined shall have the same meaning as provided for in the Condominium Act, the Declaration and/or the Bylaws.

II. PROPERTY MANAGER

The Board of Directors has engaged MPC Property Management LLC as the property manager of the Condominium (the "Property Manager"). The Property Manager can be contacted as follows:

Property Manager Office:	120 E. Chestnut St.
	Burlington, WI 53105
Office Hours:	M-F 8:30 a.m. – 5:00 p.m.
Telephone:	262-661-4284

The Board of Directors has also engaged Harmoniq, LLC d/b/a Harmoniq Residential as the property manager for only the Multi Family Units (the "Multi Family Property Manager"). The Multi Family Property Manager can be contacted as follows:

Multi Family Property Manager Office:	833 E. Michigan St., Ste 520
	Milwaukee, WI 53202
Office Hours:	M-F 8:30 a.m. – 5:00 p.m.
Telephone:	414-276-9500

III. RULES AND REGULATIONS

A. PARKING

A.1 MULTI-FAMILY INDOOR PARKING.

a. Unless otherwise contained herein, the Unit Owner of the Multi-Family Units will control the rules and regulations related to the indoor garage(s).

b. Vehicles parked in unauthorized spaces may be ticketed by the Property Manager or Multi Family Property Manager (as applicable) and are subject to being towed at such vehicle owner's expense.

c. Smoking of any kind is not permitted in any of the garages.

A.2 OUTDOOR PARKING.

a. No boats, trailers, motor homes, trucks larger than a ¾ ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight. Notwithstanding the foregoing, service vehicles owned or controlled by a Unit Owner, or its tenant, shall be allowed to park on any street or parking space overnight so long as such vehicle is registered with the Association.

b. With respect solely to a Single-Family Unit, other vehicles used for recreation (RVs and van conversions) which cannot be parked inside a garage, are permitted to be parked in the Limited Common Elements (i.e. such Unit's Owner's individual driveway or in front of their individual garage) for up to forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other homeowners. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, or courier or delivery services, are an authorized exception.

c. Storage and/or moving pods may be placed in unassigned outdoor parking spots for up to 72 hours. Such placement shall not be placed in any manner, which blocks any street or driveway, and except with respect to a Single Family Unit, other than the owner/resident or guest parking within their owner ingress/egress to their own garage. Such pods shall only be placed on asphalt and not on any grass, yards, or landscaped areas.

d. No vehicles shall be parked in any manner, which blocks any street or driveway, other than the owner/resident or guest parking within their own ingress/egress to their own garage.

e. Vehicles which cannot be identified as belonging to an owner, parked in any Common or Limited Common Element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.

f. No vehicle repairs are permitted in the Common or Limited Common Elements except for short-term emergency work (flat tire, battery charge, etc.)

g. Inoperable vehicles (i.e., those with flat tires, expired license tags, etc.), which cannot be identified as belonging to a homeowner/resident, and vehicles parked in any Common or Limited Common Element for more than 48 consecutive hours will be towed off the premises at the owner's expense.

h. Vehicles leaking fluids that damage blacktop surfaces (motor oil, brake or transmission fluid, and coolants) must be parked inside the homeowner's

garage. Resulting asphalt damage will be repaired by the Association and at the homeowner's expense.

A.3 GENERAL.

a. All residents of the Condominium must register their vehicles with the Property Manager or Multi Family Property Manager (as applicable) within 7 days of residency. Failure to register will result in a warning notice being issued. If after 7 days from the issuance of the notice the resident has not registered his or her vehicles, the Association will issue a fine.

b. All parking whether by homeowner or guest(s) must be:

(i) Within the garage,
(ii) in the Limited Common Elements in front of the garage door,
(iii) in the designated striped parking spaces in the Common Elements, or
(iv) along the street.

c. For security reasons and aesthetics, overhead garage doors shall be closed at all times when the garage is not in active use.

d. Unsightly vehicles including automobiles, vans, trucks and recreational vehicles are not permitted on the property.

e. Any parking on public streets shall abide by any and all local and municipal rules, laws and ordinances. Any such violations will be handled by the local municipality.

A.4 TOWING POLICY:

If any Unit Owner, guest or tenant of any owner violates any parking restriction, then the Association and/or the Property Manager or Multi Family Property Manager (as applicable) may, at any time thereafter and without further notice, make arrangements to tow, or transport, the vehicle to a storage facility. In such event, the towing charges and storage expenses incurred by the Association and/or the Property Manager or Multi Family Property Manager (as applicable) shall constitute an assessment or charge against any Unit owned by the offending Unit Owner, even if the vehicle belonged to a guest or tenant of the owner.

B. ANIMALS

B.1 No animals, livestock or poultry of any kind shall be raised, bred or kept in any home or in any of the Common Elements. Birds and fish, and not more than a total of two dogs and cats, (i.e. two dogs, OR one dog and one cat, OR two cats), may be kept as household animals by homeowners provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

B.2 Notwithstanding any rules contained herein related to the dog park, all animals, when outdoors, shall be maintained on a leash.

B.3 Animals shall be licensed by the municipality if required and comply with municipal ordinances, laws, and regulations in all respects, and owners shall possess proof that animals have been inoculated properly. If it becomes necessary, the Board of Directors of the Condominium Association and/or the Property Manager or Multi Family Property Manager (as applicable) has the authority to request proof of an animal's inoculations and license.

B.4 Animals shall be supervised by a responsible individual at all times. Such individuals are responsible for the immediate cleanup of all animal waste.

B.5 No animal shall be tethered outside in any Common Element or Limited Common Element without the animal owner present.

B.6 If animal droppings or burn residue from urine are found to abound around a particular Unit, the Board shall assume that the damage was done by that homeowner's animal. The Board of Directors or the Property Manager or Multi Family Property Manager (as applicable) will have that area cleaned and re-landscaped as necessary. The homeowner will be responsible for the payment of all costs and appropriate fines.

B.7 Homeowners whose animal(s) create a nuisance by disturbing the peace in the community, e.g. aggressive species, barking, and other noxious noises, will be initially warned of the problem. If violations occur after the initial warning, the homeowner may be required to remove the animal from the community permanently.

B.8 It is suggested that ID tags with owner's name/address shall be displayed on animals at all times.

B.9 No "visiting" animals are allowed on the grounds or in any Unit at any time in excess of two (2) weeks in the aggregate or consecutively, where such "visiting" animals must be registered with the Association if the visit will exceed such two-week period. The Association in its discretion may permit or disallow visits for over two (2) weeks in the aggregate or consecutively on a case-by-case basis.

B.10 DOG PARK.

a. The dog park is located in the area identified on the Plat and is open only to the Condominium.

b. All owners, visitors, guest, and animals in the dog park must comply with these Rules, any rules or regulations posted at the dog park, all municipal ordinances, rules, or regulations, and all other laws affecting the ownership or public handling of animals.

c. A waste container and scooper are provided for your convenience adjacent to the dog park for disposal of animal waste. Animal owners must clean

up after their animal even if complimentary bags and scoopers are not available at the time.

d. Dog park hours of operating are expected to be 6 a.m. - 9 p.m., on weekdays and 6 a.m. - 9 p.m. on weekends, subject to change by the Association, but in no event earlier than dawn or later than dusk.

C. CLUBHOUSE RULES

C.1 The clubhouse together with the swimming pool (the "Clubhouse Pool"), fitness center, community room, and related facilities (collectively, the "Clubhouse") which are located where indicated on the Plat, are for the exclusive use of the Single Family Condominium Unit Owners and their tenants, invitees and guests who are current on Association assessments and dues.

C.2 Each Unit Owner will receive two (2) key fob cards per Unit to be registered with the Association and Property Manager. The cost of additional or replacement cards will be an amount set from time to time by the Association, but not less than Forty Dollars ($40) per card. Upon sale of a Unit, the new Unit Owner must register key cards with the Association and Property Manager. If the Property Manager determines that an Owner is not current in the payment of assessments then the Property Manager may electronically 'de-authorize' the fobs or cards for that Unit from working without advance notice to the Owner, until payment is made.

C.3 The Association takes pride in presenting our Unit Owners with a beautiful Clubhouse in which to relax with neighbors, friends and guests. Informal use of the Clubhouse is encouraged (unless the community room is rented). These rules have been established to assure each resident the enjoyment of the Clubhouse without infringement upon the privileges of other owners/residents. The Board of Directors reserves the right to close the Clubhouse in its discretion.

C.4 Normal Clubhouse hours are as determined by the Association and posted outside of the Clubhouse. The Clubhouse Pool hours are as determined by the Association and set forth on signs posted at the Clubhouse Pool, and subject to change by the Association. Unit Owners and guests are not permitted to remain or reside overnight in the Clubhouse or Clubhouse Pool areas.

C.5 A resident may reserve the community room in the Clubhouse for a small private party (less than 84 people). A resident may also reserve the multi-purpose room for a small private party (less than 17 people).

a. A rental fee of $200 is required for the community room with a $250 refundable security deposit. The rental fee and security deposit are subject to change by the Association.

b. A rental fee of $150 is required for the multi-purpose room with a $200 refundable security deposit. The rental fee and security deposit are subject to change by the Association.

c. Owners must be current with their association fee payments for their residents or themselves to reserve the community room or multi-purpose room for private parties.

d. Use of the community room or multi-purpose room is by separate agreement.

e. Exclusive private use of the community room or multi-purpose room is prohibited without a signed agreement.

f. The resident must remain with the party at all times and the resident and Owner shall be responsible for the actions of his/her guests.

g. Residents who reserve the community room or multi-purpose room for a party must clean or make arrangements to have it cleaned by 9 a.m. the following day.

C.6 The Clubhouse Pool and related area are not available to any members or guests of any party in the community room or multi-purpose room. Further, the Clubhouse Pool cannot be reserved for private or special functions and any special or reserved status parties at the community room or multi-purpose room do not have access to the pool.

C.7 Live music is prohibited.

D. SWIMMING POOL RULES

D.1 The swimming pool together with any related facilities, as located between Units 7 and 8 as shown on the Plat (the "Multi Family Pool") shall be for the exclusive use of the Multi Family Unit Owners together with their tenants, guests and invitees.

D.2 The Pools (for convenience purposes, the "Pools" refers to the Multi Family Pool and the Clubhouse Pool) will be open to residents permitted to have use of that pool, and their guests, subject to the following:

a. There will be an established hour for daily maintenance. This time will be posted and updated on the resident website and bulletin board.

b. Pool hours are sunrise to sunset daily unless otherwise stated on posted signs, subject to change by the Association.

D.3 Each Unit is limited to a maximum of three (3) guests at any given time.

D.4 Guests must be accompanied by a resident and are subject to all posted rules, including no diving. Residents and their Unit Owner will be held responsible for the actions of their guests.

D.5 The Pool gates must be locked at all times as specified by the Wisconsin Health Department.

a. Access to the Pool is permitted exclusively through the gates.

b. Obstruction of the gate to prevent it from locking or unlocking is prohibited.

D.6 All persons are responsible for cleaning litter caused by their use of the Pool area.

D.7 No alcoholic beverages are allowed within the fenced area of the Pool.

D.8 Portable battery operated radios, hi-fis, and other electronics projecting sound, are not permitted in the Pool area unless utilized with headphones to avoid disturbing others.

D.9 Floats, rafts, beach balls, etc., are only allowed in the Pool or Pool area provided sufficient space exists for safe use in a way so as not to create a nuisance or annoyance to other Unit Owners or guests, where removal of such items may be required as determined by the Association or Property Manager or Multi Family Property Manager (as applicable). This does not include any life jackets or similar flotation devices necessary for babies and children.

D.10 Furniture must not be removed from the Pool area or placed next to the edge of the Pool.

D.11 No animals are allowed in the Pool area.

D.12 No breakable glass items are allowed in the Pool area.

D.13 No food, gum, candy, etc., are allowed in the Pool area unless at a seating area; and not within the Pool.

D.14 Persons with infectious conditions shall not use the Pool.

D.15 Use of athletic equipment, running on the Pool deck, pushing, wrestling, dunking in the Pool, obnoxious or rowdy behavior, horseplay or obscene language is not permitted.

D.16 Any lifesaving equipment provided by the Condominium – reach pole, ring buoy, etc. is for safety and emergency use only.

D.17 **SWIM AT YOUR OWN RISK** – THERE IS NO LIFEGUARD ON DUTY. **USE THE POOL DECK AT YOUR OWN RISK** – THE ASSOCIATION DOES NOT MAINTAIN LIFEGUARDS OR STAFF FOR POLICING USE OF THE POOL AREA.

E. TENNIS, BASKETBALL, PICKLEBALL, AND SIMILAR RECRETATIONAL COURTS

E.1 Use of these recreational facilities are on a first come, first serve basis.

E.2 Teams or users are permitted to use the courts for two (2) consecutive hours only. If courts are unreserved, they may continue to play.

E.3 Residents arriving at the courts without a reservation can play only in a court that is unreserved and must sign the reservation form in the Clubhouse foyer for that time period.

E.4 Conduct on the court is governed by the rules establish by the national governing body for tennis, basketball, racquetball, pickleball, or other sports being played.

E.5 Residents are responsible for the conduct of their guests and children.

E.6 Guests must be accompanied by a resident at play on the court and are subject to all rules.

E.7 Reservations are forfeited if the holder is more than 15 minutes late.

E.8 Proper attire and equipment must be used (i.e. athletic shoes, tennis racket, etc.).

F. PERSONAL PROPERTY

F.1 All personal property, bicycles, storage containers, tools, etc. must be stored in the garage at all times. Garden hoses, when not in use, must be kept inside the garage or in a Board approved neutral-colored, covered box designed specifically for hose storage. Except in the Multi-Family Units, cooking grills, table and chairs, and table umbrella are approved for use and storage on the patio or deck if permitted by municipal ordinances, laws, and regulations and if operated in a safe manner. Covers for winter must be specifically designed for that item and properly secured for winter weather conditions. Any damage caused as the result of use of any such cooking grills or other outdoor equipment shall be the sole responsibility of the Unit Owner.

F.2 Except as otherwise permitted herein, nothing may be hung, attached, affixed to or placed upon the exterior walls or trim, doors, fences or roof without the prior written approval of the Board pursuant to Article IX of the Declaration . This includes, but is not limited to, signs, plaques, awnings, canopies, antennas, satellite dishes, ornaments, decorative banners, bird feeders, bird houses, wind chimes, or wind socks. Repair of any damage caused by attachment to the structures shall be performed by the Association or Property Manager or Multi Family Property Manager (as applicable) and the cost of those repairs is the sole responsibility of the homeowner. (See F.5 below)

F.3 All other strictly prohibited items include, but are not limited to, artificial flowers, swing sets, laundry poles or clotheslines. Laundry (swimsuits, towels, rugs, etc.) may not be hung over a patio or deck fence.

F.4 A maximum of two security system signs are permitted only in the Limited Common Elements.

F.5 The American flag may be flown or displayed anytime in the Limited Common Elements, following accepted flag protocol and using a flag pole holder that may be attached to the deck, fence post, the vertical corner trim of a Unit, or the side trim of the garage overhead door, but not extending above the roof line. The cost

of repair of any damage to the structure caused by such hangers is the sole responsibility of the homeowner. No other flags are permitted.

F.6 The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

a. Owners must obtain approval from the Board in advance of installing a satellite dish or antenna.

b. No satellite dishes or antennas may be placed in the Common Element as noted in F.2 above.

c. In the event that adequate reception quality cannot be achieved by installation on the Unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

d. Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish may not penetrate the buildings' masonry exterior. Wires run across the ground must be buried and adhere to the Environmental Documents. All wires must go through part of the "Unit" as defined in Association Documents (windows, doors, door frames, etc.)

e. Satellite dish and wiring must be removed upon termination of service or sale of the Unit, whichever occurs first, and any Common or Limited Common Element affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new Unit Owner) will be responsible for the cost.

G. DECORATIVE AND OTHER ITEMS

G.1 Decorative and other items which **ARE PERMITTED**

a. A wreath or decoration on the front door which is not larger than thirty (30) inches in diameter and properly mounted using a hanger suspended from the top of the door

b. Up to four single shepherd hooks or two double shepherd hooks for hanging live floral baskets are permitted only within the interior space of the Unit (i.e., not outward facing or otherwise affixed to any permitted raised planting boxes or fences). The hooks shall be no taller than 72 inches overall and placed in a mulched bed in the Limited Common Elements. Floral baskets and empty shepherd hooks shall be removed at the end of the growing season (October 15). Fall blooming plants and shepherd hooks shall be removed by November 30. Natural color cedar deck flower boxes are also approved.

c. Up to six (6) flower or plant pots in the Limited Common Element, including the area outside of the garage, which are no taller than thirty-six (36) inches. Flower pots shall be removed after the growing season unless plants are year-round such as evergreens.

d. If purchased through and approved by the Association, solar rechargeable powered, UL approved low voltage LED lights are permitted in the Limited Common Element area. Lights cannot exceed 24 inches in height, must be black in color, have white light directed towards the ground, be limited to no more 6. All lights must be installed in the Limited Common Element area adjacent to the sidewalk. Lights may not interfere with lawn cutting or plants.

e. Hoses may be stored outside from May 1 to November 1 in an approved covered box type container in a taupe or tan color. After November 1, the container and hose shall be removed and stored inside the garage.

f. No bird feeders are allowed in the Limited Common Element area.

G.2 Decorative and other items which **ARE NOT PERMITTED**

a. Wall plaques, including name/address plates

b. Windsocks, wind chimes, and large decorative banners (see above), pinwheels, etc.

c. Statues or statuettes, other than described above.

d. Garden hose hangers or banners

e. Inflatable decorations

f. Fencing of any type in the Limited Common Elements or the Common elements, except as purchased through and approved by the Association.

g. Gazing balls

h. Changes/additions to Limited Common Element flower beds or landscaping not in accordance with these Rules

i. Any outdoor or exterior thermometers, thermostats, or other temperature control devices

j. Grills or other outdoor cooking devices on balconies or patios of Multi-Family Units

k. Any items which do not comply with the Environmental Documents defined in the Declaration

l. Any items which have not been purchased through or approved by the Association if not explicitly address herein

G.3 Holiday Decorations

a. Seasonal lights and decorations may be placed in the Limited Common Elements and/or on building exteriors provided the decorations do not damage the Limited Common Elements including the building, gutters, or

siding. Repair of any damage caused by attachment to any structure shall be performed by the Association and the cost of those repairs shall be the sole responsibility of the homeowner. No ornaments or decorations are allowed on the roof or hanging from the roof.

b. December holiday decorations may be displayed no earlier than four (4) weeks before and two (2) weeks after the holiday. Other national holidays such as Easter, Memorial Day, July 4th, Labor Day, Halloween, and Thanksgiving may be recognized no earlier than two weeks before and one week afterward.

c. Yard displays, lighted or unlighted, are not permitted in the Common elements.

H. FLOWERS/LANDSCAPE PLANTS

H.1 Except as set forth in Section I.3 below, Unit Owners are not permitted to plant any flowers, landscape plants, vegetables, or other plantings in any area of the Common Elements, Limited Common Elements, or exterior areas of the Unit.

H.2 Raised Flower Beds – if a Unit Owner has purchased a raised flower or planting bed through the Association, such Unit Owner will maintain any plantings in the raised or planting bed in a sightly manner and to maintain such plantings only within the approved raised flowed or planting bed, in accordance with the Rules, Condominium Documents, and Environmental Documents (as defined in the Declaration).

I. SIGNS

I.1 No signs may be hung or displayed from inside the windows except professionally prepared “For Sale” or “For Rent” signs or security system decals.

I.2 “For Sale” or “For Rent” signs shall not be larger than 24” x 24” and must be professionally prepared.

I.3 Professionally prepared political signs may be displayed in a Unit’s window or in the Limited Common Element one month prior to an election and removed three days after said election. Such signs may be no larger than 24” x 24” and must be one that supports or opposes a candidate for public office or a referendum question. (Per WI statute 703.105(1m). This rule applies ONLY to candidates and specific referenda on the ballot. No other signs of a political nature may be displayed. Only one sign per Unit per election is permitted.

I.4 No more than one sign may be displayed at a home.

I.5 No signs of any kind are permitted in any Common or Limited Common Elements except as specified above.

I.6 The foregoing provisions shall not apply to the Developer, Declarant, and/or Association, as they may, in their sole discretion, display signs that they deem

appropriate for purposes of marketing Units for sale or for rent, or otherwise promoting or marketing the Condominium Property.

J. COMMON AND LIMITED COMMON ELEMENTS

J.1 COMMON ELEMENTS – The Common Elements include the following: all landscaped areas of the Condominium Property, the paved driveways, parking areas, private streets, pedestrian walkways and trails, Common signage, fences surrounding the boundary of the Condominium Property and any community areas, community garden(s), community permanently affixed tables or seating, seating corridors, interactive play, plazas, open lawn, garden, and dog park areas, amphitheater, boardwalk areas, basketball, pickleball, tennis, and similar recreational courts, all as may be set forth on the Condominium Plat and in the Declaration.

a. There shall be no obstruction of the Common Elements and facilities and nothing shall be stored therein without the prior written consent of the Board of Directors.

b. Use or storage of recreational equipment is prohibited in Common Elements.

J.2 LIMITED COMMON ELEMENTS

a. Every Unit Owner and resident must maintain the Limited Common Elements appurtenant to his Unit in clean and proper conditions. Notwithstanding anything herein to the contrary, no objects or structures, other than movable patio furniture or decorative pieces, shall be placed on balconies, porches, patios or decks, without the prior written consent of the Board of Directors or the Property Manager or Multi Family Property Manager (as applicable).

b. Residents are prohibited from storing bicycles in the Common Elements or Limited Common Elements, outside Units, on lawns, or patios. Bicycles must be stored in the storage locker, garage areas or in the Owner's or Resident's Unit.

c. Hanging or shaking out items such as wash, clothing, other apparel or rugs on patios, porches, decks or balconies is prohibited.

d. Major alterations, such as the installation of awnings, sunshades, canopies, or screens are prohibited without the prior written consent of the Board of Directors and as provided in Section IX of the Declaration.

e. Visible appliances and items other than movable patio furniture and barbecue grills on patios, porches, decks or balconies are prohibited.

f. Wading pools and yard designed playthings (i.e. trampolines or playsets) are prohibited from use on all Common and Limited Common Elements.

g. Hot tubs are permitted for Single Family Units and Villa Units; prohibited for Townhome Units and Multi Family Units.

h. Fire pits, stand-alone heaters, or other fuel or propane/gas powered heating devices are permitted for Single Family Units and Villa Units; prohibited for Townhome Units and Multi Family Units.

K. GARBAGE

K.1 Trash containers must be supplied by the homeowner and cannot be set out before 7:00 p.m. (Summer) or before dusk (Winter) the night before pickup. Trash containers should be set out before 7:00 a.m. on the morning of scheduled trash pickup to guarantee service.

K.2 Only trash containers with secure lids are permitted. All trash receptacles and lids must be marked with homeowner's address.

K.3 Securely fastened plastic bags not in containers are permitted only if put out after 5:00 a.m. on collection day to prevent possible scattering of trash.

K.4 Recycling is permitted and encouraged using the municipality approved containers. These can be obtained from the municipality.

K.5 Trash containers must be picked up and put away by 9:00 p.m. the day of collection. Arrangements must be made for the removal and storage of trash containers if one will be away the day of collection.

K.6 Trash containers, when not set out for collection, must be kept inside the garage. Homeowners are responsible for cleanup of any trash spillage from their containers.

K.7 No hazardous materials (paint, flammable materials, acids, etc.) may be placed in trash containers for collection. Homeowners are responsible for the disposal of ALL such items at designated and appropriate sites.

K.8 Homeowners using the municipal Christmas tree disposal/recycling service should confirm pickup dates with the City and put out trees ONLY when pickups are scheduled for this area. If one misses the date, the homeowner is responsible for proper disposal of said tree. If the Association must arrange for pickup and disposal, the homeowner will be charged accordingly.

L. RUMMAGE AND ESTATE SALES

Rummage and estate sales are not permitted.

M. RESTRICTIVE COVENANTS AGREEMENT

M.1 A Unit Owner shall not violate any of the covenants, conditions or restrictions contained in that certain Restrictive Covenants Agreement between the City of Oak Creek and _____ dated _____, 2022, recorded with the Milwaukee County Register of Deeds on _____, 2022 as Document No.

_____ (the "City's Restrictive Covenants"). Any such violation by a Unit Owner (or their tenants) is subject to such remedies as provided in the City's Restrictive Covenants and/or pursuant to the violations/fines contained in the Condominium Instruments.

N. BULLETIN BOARD AND OFFICIAL NOTIFICATION PROCEDURES.

The bulletin board displayed in the Homeowners' Clubhouse, the lobby of each multifamily building, as well as an online portal for all Lakeshore Commons residents is the approved and proper vehicle for communicating any necessary notice or information to Unit Owners and their tenants/residents.

Letters from the Board or the Property Manager or Multi Family Property Manager are the approved and proper vehicle for communicating rules.

O. RULES RELATING TO CONTRACTORS

O.1 In accordance with Article IX of the Declaration, a Unit Owner must obtain prior written consent from the Board of Directors for any exterior additions or alterations to a Unit.

O.2 Any and all Board approved exterior work must be completed by one of the approved contractor's identified on Schedule 1 attached hereto and incorporated herein. The Board has the right, in its sole discretion, to add or remove any contractors identified on Schedule 1, or to allow such Unit Owner's suggested contractor approval to complete the work.

O.3 Unit Owners shall furnish any contractor performing work on the Condominium premises on the Unit Owner's behalf with a copy of the Condominium Instruments and/or the Environmental Documents, along with the name, address and phone number of the Property Manager.

O.4 Units Owners shall be responsible for any violations of the Condominium Instruments and/or Environmental Documents by any contractor performing work on the premises on their behalf.

O.5 Work shall be completed so as not to adversely affect other Unit Owners and according to the Condominium Instruments and/or Environmental Documents.

O.6 Any work performed by a Unit Owner and their contractor may only be done during normal business hours (M-F 7:00 a.m. – 5:00 p.m.; Sat. 7:00 a.m. – 3:00 p.m.). Any core, hammer drilling or high noise operation is only allowed between 8:30 a.m. – 5:00 p.m. M-F. Work during any other hours must be pre-approved in writing by the Property Manager. This rule shall not apply to the Declarant with respect to its initial construction of the Units, nor any maintenance, repair and restoration.

O.7 System tie-ins:

a. For work requiring building tie-ins for HVAC piping, plumbing piping, sprinkler system, smoke detection, electrical, cable, phone, etc., the Unit

Owner shall comply with the requirements contained in Article IX of the Declaration.

b. Before the tie-in work commences, the Unit Owner and/or contractor shall obtain the necessary approval from the Board or the Property Manager as provided in Article IX of the Declaration.

c. The Board and/or Property Manager may waive the approval process if emergency work is needed.

O.8 Contractor vehicles shall not block access to Common Elements or Limited Common Elements, including, but not limited to, the driveways, roads, or alleys.

O.9 No work shall be performed in the Common Elements by any Unit Owner without the approval of the Board as provided in Article IX of the Declaration and/or with the written consent of the Board.

O.10 Removal of construction, demolition materials:

a. The general contractor and/or subcontractor(s) shall make arrangements to obtain a dumpster for discarding of materials. The dumpster shall not interfere with the ingress and egress of any building or garage doorway. All dumpster arrangements shall meet with the approval of the Property Manager.

b. Ultimately, the removal of construction debris is the responsibility of the Unit Owner having the work done.

O.11 Unit Owners having work done will be held responsible for any and all damage, insurance deductible or any extra charge for the cleaning, removal of debris to the Common Elements and/or adjoining Units as a result of contractors or carriers work or negligence. Unit Owners having work done will be charged for removal of materials or for cleaning of the Common Elements due to construction to their Unit.

O.12 All contractors must provide proof of insurance, including worker's compensation insurance to the Property Manager, unless a waiver of such insurance is applicable.

IV. INFORMATIONAL MATTERS

A. ASSESSMENTS

A.1 All assessments are due on the first of each month, unless there is something in writing from the Association setting a different due date. Any assessment not paid within ten (10) days of the due date will be charged a $50 late fee as a Special Assessment.

A.2 To minimize cash flow problems and encourage compliance, liens may be filed against a Unit when an assessment is 30 days past due. In addition, the Unit Owner will be assessed $100 for administrative costs, or such other amounts for administrative costs as the Association may establish, as a Special Assessment.

A.3 Any assessment not paid when due shall be charged compound interest at the rate of 1.5% per month and actual attorney fees.

B. LEASED UNITS – NON-MULTI FAMILY UNITS

B.1 In addition to the leasing provisions provided for in the Bylaws, a copy of every such lease, as and when executed, shall be furnished to the Property Manager. The lessee under every such lease shall be bound by and subject to all of the obligations under the Condominium Instruments and City's Restrictive Covenants. The Unit Owner shall provide tenant with such documents when entering into such Lease. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association against the Unit Owner. In the event any lease shall fail to include the foregoing, it shall nevertheless be deemed incorporated into such lease. The Unit Owner is responsible and liable for the conduct and actions of his or her tenants.

B.2 Prior to or within seven (7) days of occupancy of a Unit, residents must register their motor vehicles with the Property Manager and complete Resident Registration Form maintained by Property Manager.

B.3 For their own protection and the protection of their Unit(s), Unit Owners should review their insurance coverage. Not all policies cover damage or injuries which might be caused by tenants. Owners are advised to obtain damage and liability insurance for their Unit(s) as the Association's master policy only covers Common Elements.

B.4 In order to protect their investments, Owners should periodically check on the condition and maintenance of their Unit(s). Damage to Common Elements or Limited Common Elements traceable to specific tenants can become the liability of the Unit Owner.

V. <u>RULES ENFORCEMENT AND GRIEVANCE PROCEDURES</u>.

The following is a schedule of the fines that will be imposed for non-compliance with the law, and/or the Condominium Instruments:

A. Written Warning for a Unit Owner or resident's first violation of the Condominium Instruments and/or the City's Restrictive Covenants. In addition, a member of the Board or the Property Manager (or Multi Family Property Manager) may attempt to contact the offending party to explain the violation and the need that all residents and Unit Owners comply with the Condominium Instruments and/or the City's Restrictive Covenants.

B. Fifty Dollars ($50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Instruments and/or the City's Restrictive Covenants (or for the violation that remains after the Unit Owner has received the warning letter discussed

above). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

C. One Hundred Dollars ($100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Instruments and/or the City's Restrictive Covenants.

D. Notwithstanding paragraphs (A-C) immediately above, Five Hundred Dollars ($500.00) shall be assessed for each violation of the Condominium Instruments and/or the City's Restrictive Covenants, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.
2. The violation was malicious in its intent.
3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Instruments and/or the City's Restrictive Covenants.
4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (i.e. if alterations are made that cannot be restored to their original state.)

E. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

F. Attorney Fees

1. The Board may also assess a Unit Owner who has violated the Condominium Instruments and/or the City's Restrictive Covenants for the actual attorney fees incurred associated with reviewing the facts and Condominium Instruments and/or the City's Restrictive Covenants, and advising the Board.
2. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Unit Owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

G. Any Unit Owner who has been accused (or whose tenant or guest has been accused) of violating the Condominium Instruments and/or the City's Restrictive Covenants or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of

a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

H. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board.
2. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.
3. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
4. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
    a. A letter shall be sent by certified mail, return receipt requested, informing all parties:
        (i) Of the time, place and date of a hearing before the Grievance Committee.
        (ii) Of the right to counsel.
        (iii) That evidence shall be received and a record made whether or not the party complained against attends.
6. The hearing shall be divided into two (2) sections:
    a. hearing.
    b. The determination and decision.
7. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
8. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
9. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
10. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
11. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

12. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence:

    a. The award was procured by corruption, fraud or undue means;

    b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

    c. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

    d. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made

TAB I

RESTRICTIVE COVENANTS

RESTRICTIVE COVENANTS AGREEMENT

Document No

DOC # 11262670
RECORDED
07/06/2022 06:21 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

Recording Area

Document Prepared by and Return to:

Derek Taylor, Esq.
Husch Blackwell LLP
511 N. Broadway Street, Suite 1100
Milwaukee, WI 53202

See Exhibit A attached hereto
Parcel Identification Numbers (PINs)

THIS RESTRICTIVE COVENANTS AGREEMENT (this "***Agreement***") is made as of July 5, 2022, by and between the CITY OF OAK CREEK, an incorporated municipality (the "***City***"), and F STREET OCLV, LLC, a Wisconsin limited liability company, and its successors or assigns (the "***Developer***").

WITNESSETH:

WHEREAS, by virtue of a conveyance from the City by Special Warranty Deed dated October 6, 2021, recorded with the Milwaukee County Register of Deeds as Document No. 11179123, Developer is the owner of that certain tract of land located in the City of Oak Creek, Milwaukee County, Wisconsin, as further described on Exhibit A attached hereto and made a part hereof, said property being referred to herein as the "***Property***";

WHEREAS, upon approval and recording of a condominium plat and declaration of condominium, the Developer will submit the Property and improvements as hereafter constructed thereon to the condominium form of use and ownership as provided in the Wisconsin Condominium Ownership Act as currently set forth at Chapter 703 of the Wisconsin Statutes, as may be amended from time to time (the "***Act***"). Upon recording, the Property will become a mixed use condominium consisting of a single for sale residential unit and additional multi-family units (collectively, the "***Master Condominium***"). Such Master Condominium shall be controlled by an association of the Master Condominium unit owners (the "***Master Association***");

WHEREAS, within the Master Condominium, the Developer may create a residential condominium related solely to the approximately thirty (30) detached single-family units, fifty-six (56) villa-style units, twenty-eight (28) townhome-style units (the "***Residential Condominium***", together with the Master Condominium, the "***Condominiums***"). Such Residential Condominium shall be controlled by an association of the Residential Condominium unit owners (the "***Residential Association***", together with the Master Association, the "***Associations***");

WHEREAS, the parties desire to impose certain restrictions on the Property, and on the subsequent Condominiums, for the benefit of the City and Developer; and

WHEREAS, the restrictions contained herein will be beneficial to the Property and subsequent Condominiums.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by each party hereto to the other (including, with respect to Developer, the City's conveyance to Developer of the Property), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I
RESTRICTIVE COVENANTS

Section 1.1. Restrictions on the Property. The Property and subsequent Condominiums shall be owned and used subject to the following restrictive covenants, which shall run with the

Doc Yr: 2022 Doc# 11262670 Pages 2 of 10

land and be binding upon Developer, the Associations, and each Condominium's unit owners, together with their tenants, occupants, and their respective successors and assigns, forever:

(a) Developer has established a master surface drainage plan consistent with the master grading plan on file with the City (the "***Master Grading Plan***") designating the manner in which the Property shall drain. Compliance of all grading to the Master Grading Plan is important to the effective drainage of the Property and affects the value of the Property and all subsequent units within the Condominiums. The Developer and Associations will take such action as is reasonably necessary to maintain the grading and landscaping of the Property and subsequent units within the Condominiums, in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without the approval from the City. The City's approval, if granted shall not relieve the Developer or the Associations from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Developer and/or the Associations by requesting the alteration, and/or altering the grade, thereby agree to indemnify and hold harmless the City and its agents, employees and independent contractors regarding the same. Despite Developer's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water for the Property and when created, from and within the Condominiums, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Any deviations to the Master Grading Plan shall require review and approval by the City engineer prior to the issuance of the building permit.

(b) Upon creation of the Master Condominium, notwithstanding anything contained herein, no gardening, farming, regrading that would affect the Master Grading Plan, or other significant landscaping changes shall be permitted whatsoever without the written consent of the Master Association. The Developer and/or the Master Association shall have the right to establish and amend rules and regulations to manage, administer and enforce all of the property in the Master Condominium.

(c) Upon creation of the Residential Condominium, notwithstanding anything contained herein, no gardening, farming, planting, digging, disturbing the soils, or other landscaping of any kind shall be permitted by any unit owner or any other person (other than the Master Association or Residential Association, as set forth in the last sentence of this subsection) whatsoever, whether (a) within any Unit, (b) in, on, or under any common elements or limited common elements, nor (c) in any other space or area in the Residential Condominium or otherwise controlled by the Residential Association. No unit owner shall decorate, landscape, or adorn any Residential Condominium unit, common element, or limited common element, nor permit such activities in any manner that could be construed as constructing or maintaining vegetation, farming, a garden, or other landscaping elements. The Developer and/or the Residential Association shall have the right to establish rules and regulation to administer, enforce, or modify this paragraph and to engage in regular monitoring of all Residential Condominium units to ensure compliance with this paragraph. Any and all landscaping or planting through the Residential Condominium, common elements, limited common elements and outdoor areas of Residential Condominium units, as applicable, shall be strictly performed and maintained by the Residential Association.

Doc Ver: 2022 Doc# 1126270 Page: 3 of 10

(d) The City, Developer and Associations, shall each have the right to enter upon the Property, or at such time as the Condominiums are created, the common elements or limited common elements, at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the violating party shall be responsible for the cost thereof.

(e) Upon creation of the Residential Condominium, all Unit Owners shall comply with all the provisions of the Institutional Controls and the Final Cover Barrier Maintenance Plan dated April, 2014 ("BMP") and the Final Soil Management Plan dated April, 2014 ("SMP"), imposed by the DNR pursuant to the Certificate of Completion dated November 20, 2014 and further imposed pursuant to letters from the DNR to Douglas Fletcher with DuPont Corporate Remediation Group dated October 21, 2014 and to Joe Wiley, Kinder Morgan dated October 21, 2014 either all of which are on file with the DNR under BRRTS #5 02-41-278 988, 02-41-280624, 06-41-554563, 02-41-531534 and 06-4-554566 and copies of which are maintained by the Association, including, but not limited to:

i. adopting rules and regulations for the construction, installation, repair, maintenance, replacement, renovation and remodeling of all Units and Common Elements within the Association;

ii. accessing Common Elements and, with at least 24 hours' notice to a Unit Owner, individual Units, to make any repairs or improvements necessary or required to comply with the BMP and the SMP, and engaging contractors to access such areas and perform such work on behalf of the Association; and

iii. take all steps deemed necessary by the Board of Directors to ensure compliance with the BMP and the SMP.

ARTICLE II
MISCELLANEOUS PROVISIONS

Section II.1. Time of the Essence. Time is of the essence of this Agreement.

Section II.2. Amendment. City and Developer hereby agree that, except to the extent otherwise set forth herein, only upon the written consent of the parties hereto may this Agreement be amended, modified or terminated.

Section II.3. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge such party from its obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

Section II.4. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable.

If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section II.5. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of the City and Developer and their respective successors and assigns, including successors in title. The rights and privileges granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Property and subsequent Condominiums and shall run with title to, and be appurtenant to, the Property and subsequent Condominium.

Section II.6. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, electronic mail (provided that a copy thereof shall be sent concurrently to the intended recipient by one of the other methods provided herein), or United States registered or certified mail, return receipt requested, postage prepaid, addressed follows:

If to Developer:

F STREET OCLV, LLC
c/o F Street Development Group, LLC
Attention: Josh Lurie
1134 N. 9th Street, Suite 200
Milwaukee, WI 53233
Telephone: (414) 315-3190
Email: josh@fstreetgroup.com

With a copy to:

Husch Blackwell LLP
Attn: Derek Taylor
511 N. Broadway, Suite 1100
Milwaukee, WI 53202
Telephone: (414) 975-5748
Facsimile: (414) 223-5000
Email: derek.taylor@huschblackwell.com

If to the City:	City Clerk City of Oak Creek 8040 S. 6th Street Oak Creek, WI 53154 Telephone: (414) 766-7000 Facsimile: (414) 766-7976 Email: sroeske@oakcreekwi.gov
With a copy to:	Melissa L. Karls, Esq. City Attorney 8040 S. 6th Street Oak Creek, WI 53154 Telephone: (414) 766-7000 Facsimile: (414) 766-7976 Email: cattorney@oakcreekwi.gov

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the actual date of delivery. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

Section II.7. Covenants Run With the Land; Enforcement. All the covenants, conditions, restrictions, terms and provisions hereof are and shall be deemed to be covenants running with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, the City, Developer, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property, including a unit within the Master Condominium and Residential Condominium, and their respective heirs, executors, administrators, representatives, successors and assigns. The City, the Developer, the Master Association, the Residential Association, E. I. Du Pont de Nemours and Company, Kinder Morgan Inc., and/or their respective successors or assigns, may individually or collectively, initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate any provision of this Agreement, to prevent or abate such violation or to recover damages for such violation, including their reasonable costs of enforcement of this Agreement, such costs to include, without limitation, their reasonable attorneys' fees.

Section II.8. Assignment of Developer's Rights. Upon creation of the Master Association and/or the Residential Association, Developer may assign any or all of the rights and benefits conferred on or reserved herein for Developer in its status as such to the Master Association and/or the Residential Association, by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Milwaukee County Register of Deeds Office. Such assignment shall not require the consent of the City.

Doc Yr: 2022 Doc# 11262670 Pages 6 of 10

Section II.9. Continuation Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement. Such limitation, however, shall not effect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

Section II.10. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereto. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto.

Section II.11. Construction. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party hereto.

Section II.12. Governing Law. This Agreement shall be construed in accordance with the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

Section II.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[The remainder of this page is intentionally left blank.]

Doc Yr: 2022 Doc# 1126278 Page: 7 of 10

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY:
CITY OF OAK CREEK,
an incorporated municipality

By: _____
Name: Daniel J. Bukiewicz
Title: Mayor

Attest: Name: Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 29 day of June, 2022, before me the undersigned, a Notary Public in and for the State of Wisconsin, personally appeared Daniel J. Bukiewicz and Catherine A. Roeske, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Oak Creek, executing the foregoing instrument, that they as such municipal officers acknowledged execution of the instrument to be the voluntary act and deed of the City and by them voluntarily executed.

CHRISTA J MILLER
Notary Public
State of Wisconsin

_____
Notary Public, State of Wisconsin
Christa J. Miller
My commission: 1-30-2025

[Signature Page - Restrictive Covenants Agreement]

DEVELOPER:

F STREET OCLV, LLC,
a Wisconsin limited liability company

By: FSDG 2, LLC, its Sole Member and Manager

By: _____
Name: Scott Lurie
Title: Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 5th day of JULY, 2022, before me the undersigned, a Notary Public in and for the State of Wisconsin, personally appeared Scott Lurie to me personally known, who, being by me duly sworn, did say that he is the Manager of FSDG 2, LLC, a Wisconsin limited liability company, as Sole Member and Manager of F Street OCLV, LLC, a Wisconsin limited liability company, executing the foregoing instrument, that the seal affixed thereto is the seal of the corporation; that he/she as such officer acknowledged execution of the instrument to be the voluntary act and deed of the aforementioned and by him voluntarily executed.

JOSHUA LURIE NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin

My commission: is permanent

[Signature Page – Restrictive Covenants Agreement]

EXHIBIT A

LEGAL DESCRIPTION

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 9355 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN, ON OCTOBER 14, 2021 AS DOCUMENT NUMBER 11174987, BEING A PART OF GOVERNMENT LOTS 3 & 4, AND THE WEST 1/2 OF THE FRACTIONAL SOUTHWEST 1/4, OF SECTION 24, TOWNSHIP 05 NORTH, RANGE 22 EAST, SITUATED IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

PARCEL ID NOS: Part of 868-0003-001 and Part of 868-0006-002

RECEIPT AND ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the Disclosure Materials for The Residences and Clubhouse at Lakeshore Commons Condominium as of the date below. Pursuant to Wis. Stats. Section 703.33(4), the undersigned has five (5) business days from the date hereof to review, provide written request for any statutorily required documentation not included herein, and/or rescind its purchase agreement.

_____ Date: _____

Printed Name: _____

_____ Date: _____

Printed Name: _____