DISCLOSURE MATERIALS

FOR

GLENDALE LAKES CONDOMINIUM

Property Address:
1600 West Green Tree Road
Glendale, Wisconsin 53209

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITES 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 MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

DISCLOSURE MATERIALS

GLENDALE LAKES CONDOMINIUM

1600 West Green Tree Road, GLENDALE, WISCONSIN 53209





Declarant:	Milwaukee Enterprises, LLC 1020 N. Milwaukee Avenue, Suite 111 Deerfield, IL 60015	Agent:	Lawdock, Inc. 411 E. Wisconsin Avenue Suite 2040 Milwaukee, WI 53202-4497

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM UNIT OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

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February, 2006

GLENDALE LAKES CONDOMINIUM

INDEX

GLENDALE LAKES CONDOMINIUM is to be created by the recording of the Condominium Declaration with the Register of Deeds in Milwaukee County, Wisconsin. In compliance with disclosure requirements of the Wisconsin Condominium Ownership Act, this book is provided to each prospective purchaser of a Unit in **GLENDALE LAKES CONDOMINIUM**, and contains the following documents and exhibits:

1. **EXECUTIVE SUMMARY.** The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary is Section I of these materials and begins on page I-1.

2. **DECLARATION.** The Declaration establishes and describes the condominium, the units and the common elements. The Declaration is Section II of these materials and begins on page II-1.

3. **CONDOMINIUM PLAT.** The Declarant has provided floor plans of the units being offered for sale and a map of **GLENDALE LAKES CONDOMINIUM** which shows the location of the unit you are considering and all facilities and common elements which are part of the condominium. The floor plans and map are Section III of these materials and begin on page III-1.

4. **ARTICLES OF INCORPORATION.** The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation are Section IV of these materials and begin on page IV-1.

5. **BYLAWS.** The Bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The Bylaws are Section V of these materials and begin on page V-1.

6. **ANNUAL OPERATING BUDGET.** The Association incurs expenses for the operation of the **GLENDALE LAKES CONDOMINIUM** which are assessed to the unit owners. The operating budget is an estimate of those charges, which are in addition to mortgage and utility payments. The budget is Section VI of these materials and begins on page VI-1.

7. **MANAGEMENT OR EMPLOYMENT CONTRACTS.** Certain services may be provided to a condominium through contracts with individuals or private firms. The form of Condominium and Homeowners' Association Management Agreement which may be executed between the Association and Hunt Management Incorporated is included in these materials as Section VII beginning on page VII-1. Also attached are contracts with Waste Management Incorporated for trash services, Performance Elevator Consulting, LLC for elevator inspection services, Alltech Elevator Inc. for elevator maintenance services and Guetzke & Associates, Inc. for fire alarm system inspection services which are included in these materials in Section VII beginning on page VII-17.

8. **LEASES** – NONE. Units in condominiums may be sold subject to one or more leases of property or facilities which are not part of the condominium. There are no such leases involving **GLENDALE LAKES CONDOMINIUM**

9. **DECLARANT STATEMENTS**. The present condition of those structural components and mechanical and electrical installations that are material to the use and the enjoyment of the building is set forth in the attached report prepared by an independent architect, as of the date of such report. The architect report is included in these materials as Section VIII and begins on page VIII-1. No representations are made by Declarant regarding the expected useful life of the items set forth in the architect report. Certain major structural or mechanical components may require replacement within a specified time period. As set forth in the architect report, as of the date of this report, there were no outstanding notices of uncured violations of building code or other municipal regulations.

10. **GUIDELINES** – The Guidelines for living at Glendale Lakes Condominiums & Rules adopted by the Board of Directors.

GLENDALE LAKES CONDOMINIUM

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Glendale Lakes Condominium

This Executive Summary highlights some of the information that prospective buyers of units in Glendale Lakes Condominium are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. ***This summary 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.***

1. **Condominium Name.** Glendale Lakes Condominium.

2. **Condominium Governance.** The condominium is governed by Glendale Lakes Condominium Association, Ltd. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.

3. **Association Management.** The Association has engaged Hunt Management Incorporated to serve as the Managing Agent for the condominium.

4. **Association Contact Information.**

Contact Name:	Hunt Management Incorporated
Phone:	(262) 238-1480
Email:	Clientservices@huntmanagement.com
Mailing Address:	10520 N. Baehr Road, Suite Q, Mequon, WI 53092

5. **Can the condominium be expanded in the future?** No.

6. **Does the condominium have special amenities or features?** Yes, the condominium includes a community room, a guest suite, a library and an exercise room.

7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for the maintenance, repair, and replacement of the unit which includes, but is not limited to: windows, doors, walls, floors, ceiling, plumbing, lighting, appliances, heating and air conditioning equipment and other improvements and fixtures located therein.

   - For specific information, see: Declaration, §11.1; Bylaws, § 7.1.

8. **Maintenance and Repair of Common Elements and Limited Common Elements.**

   Association Responsibilities: The Association is responsible for the management and control—including maintenance, repairs and replacement—of the common elements and

limited common elements.

Unit Owner Responsibilities: Unit owners shall keep the limited common elements appurtenant to his/her unit—including the patio/balcony, parking space and storage locker—in good, clean, sanitary, and attractive condition.

How does the Association pay for repairs and replacements? Routine maintenance and repair of the common elements is paid through the operating fund. The Association funds the operating fund from unit owner assessments. For extraordinary or unexpected expenses, the Association may also use the reserve funds or special assessments to fund such repairs or replacements.

- For specific information, see: Declaration, §§ 11.2-11.3; Bylaws, §§ 7.2-7.3.

9. **Alterations of Units and Limited Common Elements.** A unit owner must obtain the prior written consent from the Association's board of directors before commencing any improvements or alterations that affect the exterior of a unit—including the patio or balcony—or any other part of the property. In addition, the Association may specify the type, color and quality of materials used in replacing, repairing or maintaining external fixtures such as entry doors, lighting fixtures and other such items.

   Notwithstanding the foregoing, a unit owner may make interior improvements and alterations within the unit without approval or review of the board of directors provided such improvements or alterations do not impair the structural integrity of the building.

   - For specific information, see: Declaration, §§ 11.1, 11.4 and 11.6.

10. **Parking.**

    Availability: The condominium has an underground parking garage and an outdoor surface lot. The number of assigned parking spaces varies per unit.

    Cost: There is no additional cost for parking.

    Guest Parking: Temporary guest parking is available in the outside surface parking areas.

    - For additional rules and restrictions see: Bylaws, § 8.1(d).

11. **Rental of Units:** No rental of units is allowed. All units must be owner occupied.

    - For specific information, see: Bylaws, § 8.1(c).

12. **Pets:**

    Number of Pets Allowed Per Unit and Size Restrictions: A maximum of two (2) cats and/or dogs may be kept in a unit, provided that (i) on the first floor of the building, the total weight

of any and all dogs shall not exceed forty (40) pounds, and (ii) on the second and third floors of the building, a maximum of one (1) dog will be permitted, which shall not exceed a weight of twenty (20) pounds and which must be carried in the elevator to the Unit. Up to two (2) birds kept within a bird cage are allowed in a Unit.

Pet Rules: Animals must be under the control of the unit owner when outside of the unit. Animals shall not be allowed to create a nuisance or annoyance. Unit owners are responsible for immediately disposing of all pet waste.

- For specific information and additional rules and restrictions, see: Bylaws, § 8.1(e).

13. **Amendments:** Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations 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.

    Declaration: The Declaration may be amended with the written consent of not less than two-thirds (2/3) of the unit owners, subject to mortgagee approval.

    By-Laws: The Bylaws may be amended by the affirmative vote of sixty-seven percent (67%) of the unit owners.

    Rules & Regulations: Rules and Regulations may be adopted or amended by the Board of Directors.

    - For specific information see: Declaration, § 21.1; Bylaws, §§ 6.2 10.1.

14. **Fees on Declarant-Owned Units:** This category is not applicable to this condominium because there are no unsold, declarant-owned units in the condominium.

15. **First Right to Purchase a Unit:** The Association does not have a first right to purchase a unit (also known as a "right of first refusal").

16. **Transfer Fee:** The Association does not charge a fee in connection with the transfer of ownership of a unit.

17. **Disclosure Material Fee:** The Association charges $25.00, plus postage, for a hard copy of the disclosure materials. The disclosure materials are available for no charge at the Managing Agent's website—www.huntmanagement.com (under the "Property Information" tab).

18. **Payoff Statement Fee:** The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to $25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.

19. Reserves. The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.

20. Reserve Balance. The amount of the reserve balance is $ 309,274.53. . This amount is current as of December 31, 2023 .

This Executive Summary was prepared or revised on January 26, 2024

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GLENDALE LAKES CONDOMINIUM

DISCLOSURE MATERIALS

SECTION B

DECLARATION

CONDOMINIUM DECLARATION

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CONDOMINIUM PLAT

Document Number	CONDOMINIUM DECLARATION OF GLENDALE LAKES CONDOMINIUM Document Title

* 0 9 2 2 4 1 4 9 *

DOC.# 09224149

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 04/26/2006 01:56PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 55.00

GLENDALE LAKES CONDOMINIUM

Declarant:

Milwaukee Enterprises, LLC
1020 N. Milwaukee Avenue, Suite 111
Deerfield, IL 60015

Agent:

Lawdock, Inc.
411 East Wisconsin Avenue, Suite 2040
Milwaukee, WI 53202-4497

CONDOMINIUM DECLARATION

GLENDALE LAKES CONDOMINIUM

Recording Area

Name and Return Address

Scott L. Langlois, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

Parcel Identification Number (PIN)

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 26th day of April, 2006, by Milwaukee Enterprises, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

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

Declarant hereby declares that it is the sole owner of the real property described in Section 3 hereof, together with the building and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS.

The real estate described in Section 3 and the building and improvements thereon and thereto shall be known as **GLENDALE LAKES CONDOMINIUM**. The address of the Condominium is 1600 West Green Tree Road, Glendale, Wisconsin 53209.

3. LEGAL DESCRIPTION.

The following described real estate, also described in the condominium plat attached hereto (the "Condominium Plat"), is hereby subjected to the provisions of this Declaration:

> PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 5182, BEING A DIVISION OF LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, IN TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON OCTOBER 7, 1988 ON REEL 2261, IMAGES 933, 934 AND 935 AS DOCUMENT NO. 6215814.

4. DEFINITION AND DESCRIPTION OF UNITS.

4.1 **Number.** Ninety-seven (97) residential condominium units are hereby declared in **GLENDALE LAKES CONDOMINIUM** (individually a "Unit" and collectively the "Units").

4.2 **Definition.** A Unit is that separate area within the building intended for independent, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the Units and any air conditioning compressor equipment and connections servicing a Unit, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained. In the event that Units are not separated by walls, the boundaries between Units will be defined by the vertical plane between such Units as shown on the Condominium Plat.

4.3 **Identification.** The Units are designated by the numbers as set forth on the Condominium Plat. The Unit designations and locations and floor plans for the Units are as set forth on the Condominium Plat attached hereto. The approximate dimensions and square footage area of each Unit, immediate Common Elements (as hereinafter defined) to which the Units have access, and further details identifying and describing the Units are as set forth on the Condominium Plat.

5. DESCRIPTION AND LOCATION OF BUILDING.

There is one (1) building constructed on the real estate described in Section 3 above, which contains ninety-seven (97) single-family residential condominium Units. The building is located on the real estate as indicated on the Condominium Plat. The building constructed upon the Property is three (3) stories in height above ground with an underground level containing parking

spaces and storage units, and is constructed principally with wood frame construction with brick and siding exterior and a fiberglass shingle roof. Floor plans of the Units are attached hereto as a part of the Condominium Plat.

6. COMMON ELEMENTS AND FACILITIES.

6.1 **Description.** The common elements ("Common Elements") shall consist of all of the **GLENDALE LAKES CONDOMINIUM**, except the individual Units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the building is located; the private roadways, building structure and exterior, perimeter and bearing walls; common sidewalks, driveways and walkways; building roof; foundation; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; master television cable or antenna and lines; water mains and lines, sewer laterals; outside walls; girders, beams and supports; the landscaping comprising or which may comprise the Property; and all other improvements and appurtenances.

6.2 **Unit Owner Easements.** Each Unit owner shall have an easement to the space between the interior and exterior walls or common walls of his or her Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of the building, and provided further that the Common Elements be restored to their former condition by the Unit owner at his or her sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit owners and the Association (as hereinafter defined) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

7. LIMITED COMMON ELEMENTS.

7.1 **Description.** A portion of the Common Elements are designated as "Limited Common Elements," as shown in the Condominium Plat. Such Limited Common Elements shall and will be reserved for the exclusive and appurtenant use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units in **GLENDALE LAKES CONDOMINIUM**. Such Limited Common Elements consist of the patios or balconies which shall be appurtenant to the adjoining Units, the parking spaces and storage areas as identified on the Condominium Plat which shall be appurtenant to the Units to which such parking spaces or storage areas are assigned either by initial deed or subsequent assignment, all as set forth on the Condominium Plat and such other Limited Common Elements as may be identified on the Condominium Plat.

7.2 **Use.** The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such Bylaws and rules and regulations. 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 upon such terms and conditions as the Association deems appropriate.

8. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit owner shall own a fee simple interest in his or her Unit. Each Unit owner shall also own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit owners and, except as otherwise limited in this Declaration, shall have an easement to and right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit. Any attempted conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of any undivided interest in the Common Elements separate from the Unit to which it is appurtenant shall be void and of no force and effect.

The percentage undivided ownership in the Common Elements and Limited Common Elements relating to each Unit and its owner for all purposes, including the proportionate payment of common expenses shall be the number one (1) divided by the number ninety-seven (97) or 1.030927% for each Unit.

9. ASSOCIATION OF UNIT OWNERS.

9.1 **Membership, Duties and Obligations.** All Unit owners shall be entitled and required to be a member of an association of Unit owners to be known as **GLENDALE LAKES CONDOMINIUM** Association, Ltd. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Such Association shall be incorporated as a nonstock corporation under the laws of the State of Wisconsin. Each Unit owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2 **Voting Rights.** Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one membership shall exist for each Unit; if title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the Bylaws. The Declarant shall be entitled to cast the votes pertaining to any Unit or Units declared as a part of **GLENDALE LAKES CONDOMINIUM** but not constructed or sold, until such time as the respective Units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members of the Association shall be as set forth in the Bylaws of the Association.

9.3 **Declarant Control.** Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the Bylaws or rules and regulations of the Association, until the earlier of: (a) three (3) years from the date of the closing of the first sale of a Unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by

Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a Unit in **GLENDALE LAKES CONDOMINIUM** shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

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

9.5 **Association Records.** The Association shall have current copies of this Declaration, the Articles of Incorporation and the Bylaws of the Association, the Condominium Plat, any rules or regulations affecting **GLENDALE LAKES CONDOMINIUM**, and the Association's books, records and financial statements available for inspection during normal business hours by Unit owners or by holders, insurers or guarantors of first mortgages secured by condominium Units in **GLENDALE LAKES CONDOMINIUM**. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor of a first mortgage secured by a Unit in **GLENDALE LAKES CONDOMINIUM**. The Association shall make available to sellers within ten (10) days after request, current copies of the Declaration, Bylaws of the Association, any rules and regulations affecting **GLENDALE LAKES CONDOMINIUM**, any other materials necessary for a seller to comply with Section 703.33 of the Act and the most recent financial statement of the Association during normal business hours. The seller shall pay the Association the actual costs of furnishing the information.

10. RESIDENTIAL PURPOSE.

The building described in Section 5 hereof and the Units therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the Bylaws of the Association. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various Units, selected by the Declarant, as "model" Units and sales offices and to designate reserved parking spaces to be used in connection with Declarant's sale activities and to direct prospective buyers to parking areas, until such time as all Units have been sold, or until such earlier time as may be determined by Declarant.

11. REPAIRS AND MAINTENANCE.

11.1 **Individual Units.** Each Unit owner shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit, all as is more fully set forth in the Bylaws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio and balcony doors, garage doors, screens and screening, lighting fixtures, refrigerators, ranges,

heating and air conditioning equipment, including appurtenant compressor and equipment, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

11.2 **Common Elements.** Except as provided below, the Association shall be responsible for the replacement, repair, management and control of the Common Elements and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all routine painting, repair, and maintenance of building exteriors, including walls and roof, garage exteriors, and repair and maintenance of walkways and driveways, as is all more fully set forth in the Bylaws. Except as provided below, all expenses of maintenance of the Common Elements shall be a common expense of the Association. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. Individual Unit owners may make alterations or additions to Common Elements or Limited Common Elements, upon application to and prior approval by the Association. Individual Unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the Common Elements or Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit owner or the guest or agent of a Unit owner, such expense shall be charged and specially assessed against the responsible Unit owner, unless such loss is covered by insurance.

11.3 **Limited Common Elements.** Each Unit owner shall keep the Limited Common Elements appurtenant to his or her Unit, as defined in Section 7 hereof and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition and shall be responsible for any regular maintenance (including painting and varnishing) required to keep the Limited Common Elements in such condition.

11.4 **Prohibition Against Structural Changes by Owner.** A Unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his or her Unit, or in or to the exterior of the building or any Common Elements or Limited Common Elements, or make or install any improvements or equipment which may affect other Units or the owners of other Units. A Unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the building or Units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

11.5 **Entry for Repairs.** The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little

inconvenience to the Unit owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units in the discretion of the Board of Directors.

11.6 **Decorating.** Each Unit owner shall have the exclusive right to carpet, paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his or her Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his or her Unit; provided, however, that such construction complies with all applicable laws and ordinances.

12. RELOCATION OF BOUNDARIES AND SEPARATION AND MERGER OF UNITS.

Relocation of boundaries between adjoining Units, separation of Units and merger of Units in **GLENDALE LAKES CONDOMINIUM** are permitted in accordance with Section 703.13 of the Act.

13. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of the building or any other part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of **GLENDALE LAKES CONDOMINIUM**. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds, the Association may determine not to rebuild or repair by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, as amended, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance with the priority of interests in each Unit, and the Association shall be dissolved.

On reconstruction, the design, plan and specifications of the building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than ten percent (10%) from the number of square feet for such Unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 14 hereof. The Association shall have the right to levy assessments as a common expense against all Unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

14. INSURANCE.

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

14.2 **Common Elements.** The Association shall provide and maintain fire and broad form extended coverage insurance on the building, improvements, and any other Common Elements and Limited Common Elements in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. All hazard and flood insurance policies shall have the standard mortgagee clause and provide for notice to the mortgagee at least ten (10) days before lapse, material modification or cancellation of the policy. To the extent required by law or deemed advisable by the Declarant or the Association, the Association shall provide and maintain flood insurance on the building, improvements and any other Common Elements and Limited Common Elements.

In the event of partial or total destruction of the building and the repair or reconstruction of such building in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

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

14.4 **Liability Insurance.** The Association shall also provide public liability insurance covering the Common Elements and the Limited Common Elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide flood insurance, workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

14.5 **Terms of Insurance.** To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective agents, invitees and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

15. CONDEMNATION.

15.1 **General.** This Section shall be deemed to be supplemental to and not in derogation of the provisions of § 703.19 of the Wisconsin Statutes, as amended.

15.2 **Notice and Participation of Unit Owners.** If any of the Common Elements or any part thereof shall be taken, injured or destroyed by eminent domain, each Unit owner affected shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto.

15.3 **Allocation of Awards.** Any awards made in connection with such proceedings shall be collected by the Association and applied or distributed by it in accordance with Section 8 hereof, unless the award or decree provides to the contrary.

If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Association unless the decree provides that the Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit owners affected in proportion to their respective damage suffered and their respective percentage interest in the Common Elements before the taking on an equitable basis.

15.4 **Re-Allocation Following Condemnation.**

15.4.1 **Units Rendered Unusable.** Upon acquisition by the condemning authority, each affected Unit's entire percentage interest and its corresponding liability for payment of Common Expenses shall be automatically reallocated among the remaining Units in accordance with the formula set forth in subparagraph 15.4.3 below. Any remnant of a Unit which has been rendered unusable remaining after a part of a Unit is taken shall thereafter be a Common Element.

15.4.2 **Units Remaining Usable.** Upon acquisition by the condemning authority, each affected Unit's percentage interest and its corresponding liability for payment of Common Expenses shall be adjusted and the amount by which the percentage interest and corresponding liability of each affected Unit is reduced shall thereafter be proportionately reallocated among all Units within the Condominium in accordance with the formula set forth in subparagraph 15.4.3 below.

15.4.3 **Reallocation Formula.** After acquisition by the condemning authority pursuant to subparagraph 15.4.1 or 15.4.1.2 above, each remaining Unit's percentage interest and its corresponding liability for common expenses shall be adjusted in accordance with the proportion to which the square footage of the respective Unit bears to the aggregate square footage of all of the remaining Units.

15.4.4 **Amendment Upon Reallocation.** Upon any reallocation of percentage interests and liability for Common Expenses in accordance with subparagraph 15.4.3 above, the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocated percentage interest and liability for common expenses as so calculated.

16. LIABILITY FOR COMMON EXPENSES.

16.1 **Assessments for Common Expenses.** The costs of administration of the Association, insurance, repair, maintenance and other expenses of the building, improvements, the Common Elements and Limited Common Elements, including common services provided to the Unit owners such as professional management services, sewer, snow removal, and repair and maintenance of landscaping, walkways, private roadways, driveways, driveway lights, and common parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the Bylaws of the Association. The Association shall have the right and authority to levy general and special assessments to pay for common expenses. No Unit owner may exempt himself or herself or his or her Unit ownership from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or services or by abandonment of his or her Unit or because of a dispute over services provided or not provided by the Association; and no conveyance shall relieve the Unit owner-grantor or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable for the common expenses incurred up to the date of sale, until all expenses charged to his or her Unit have been paid, but the obligation shall not pass to a successor in title unless such party agrees to assume the obligation. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and no Unit owner shall have any "self help" rights regarding the Common Elements or Limited Common Elements or any right to reimbursement from the Association for any purported benefit conferred upon any Common Element or Limited Common Element by any Unit owner without the explicit consent of the Association.

16.2 **Assessment Installments.** All assessments, when due, shall immediately become a personal debt of the Unit owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

16.3 **Unpaid Assessments.** If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Unit owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Unit owners shall be both personally liable for assessments and a lien shall be imposed against such owner's Unit for same; provided, however, such lien shall be subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent assessment. Liens for unpaid assessments as provided in the Act shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien. A lien for assessments will not be affected by the sale or transfer of a Unit, provided that the foreclosure of a first mortgage lien

extinguishes the lien for any assessments payable prior to such foreclosure sale, but will not relieve any subsequent Unit owner from paying further assessments.

16.4 **No Statutory Reserve** Account. A statutory reserve account is not established under Section 703.163 of the Act. The foregoing shall constitute a statutory reserve account statement under Section 703.163(11) of the Act. A reserve fund shall be designated as provided in the Bylaws of the Association.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the Act; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided or separated except pursuant to such standards as may be promulgated by and with the consent of the Association.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 **Utilities.** Easements are hereby declared and granted for the benefit of the Unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water lines and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements, to service the Property. The Association or the Declarant has the right to grant permits, licenses and easements for utilities, roads and other purposes under, through or over the Common Elements which are reasonably necessary to the ongoing development and operation of **GLENDALE LAKES CONDOMINIUM.**

19.2 **Encroachments.** In the event that by reason of the construction, reconstruction, repair, settlement, movement or shifting of the building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements,

encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 **Rights of Ingress and Egress.** Each Unit owner shall have an unrestricted right of ingress and egress to and from his or her Unit and utilities servicing that Unit that shall be perpetual and pass with the Unit upon transfers of ownership.

19.4 **Binding Effect.** All easements and rights described in this Section 19 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

20. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

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

20.2 **No Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. AMENDMENTS TO DECLARATION.

21.1 **General.** Except as otherwise provided by the Act, or as otherwise provided below, this Declaration may be amended (i) pursuant to Section 703.09(2) of the Act,

only with the written consent of Unit owners with not less than two-thirds (2/3) of the aggregate number of votes in the Association, and such consents are approved by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any, or (ii) pursuant to Section 703.093 of the Act with written consent of Unit owners with at least two-thirds (2/3) of the aggregate number of votes in the Association, and such consents are approved by the mortgagees or holders of equivalent security interests in the Units and as otherwise provided in such Section. Prior to completion of construction and initial sale of all Units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Amendments shall be executed by the President of the Association and shall become effective when recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. A copy of the amendment shall be recorded with the Office of the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit owner at his, her or its address on file with the Association.

21.2 **Material Amendments.** Amendments of a material nature, in addition to requiring the written consent of not less than two-thirds (2/3) of the total votes in the Association shall also require approval by Eligible Mortgagees (as hereinafter defined) who represent at least 51% of the votes of Unit owners that are subject to such mortgages. An addition, deletion, modification or change to any provision of this Declaration related to the following matters is defined as "material":

21.2.1 Voting rights;

21.2.2 Increases in assessments which exceed 25% of the previously assessed amount, or changes in the assessment basis, assessment liens, the priority of assessment liens or any method for imposing or determining any charges to be levied against the Unit owners:

21.2.3 Reductions in reserves for maintenance, repair, and replacement of common areas;

21.2.4 Responsibility for maintenance and repairs or any scheme of regulation or enforcement of standards for maintenance, architectural decision or exterior appearance of any improvements on Units;

21.2.5 Reallocation of interests in the Common Elements or the Limited Common Elements, or rights to their use;

21.2.6 Redefinition of any Unit boundaries;

21.2.7 Convertibility of Units into Common Elements or vice versa;

21.2.8 Expansion or contraction of **GLENDALE LAKES CONDOMINIUM**, or the addition, annexation, or withdrawal of property to or from **GLENDALE LAKES CONDOMINIUM**;

21.2.9 Insurance or fidelity bond requirements or using insurance proceeds for purposes other than the construction or repair of the insured improvements;

21.2.10 Further imposition of restrictions on leasing of Units;

21.2.11 Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;

21.2.12 A decision by the Association to establish self-management when professional management had been required previously by **GLENDALE LAKES CONDOMINIUM's** documents, by the Eligible Mortgagees or by the Unit owners;

21.2.13 Restoration or repair of **GLENDALE LAKES CONDOMINIUM** (after damage or partial condemnation) in a manner other than that specified in **GLENDALE LAKES CONDOMINIUM** documents;

21.2.14 Any action or omission serving to abandon or terminate the legal status of **GLENDALE LAKES CONDOMINIUM** whether after substantial destruction or condemnation or otherwise;

21.2.15 Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

21.2.16 Merging or consolidating the Association;

21.2.17 Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring the boundaries of the Common Elements, except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority; (iii) limited boundary line adjustments made in accordance with this Declaration; or (iv) transferring Common Elements pursuant to a merger or consolidation with an entity formed for purposes similar to the Association; and

21.2.18 Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget of the Association.

22. NOTICES.

All notices and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All Unit owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

23. RESIDENT AGENT.

The Resident Agent for the Condominium shall be Lawdock, Inc., 411 East Wisconsin Avenue, Suite 2040, Milwaukee, Wisconsin 53202-4497, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all Units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the Unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

24. MORTGAGEE RIGHTS.

24.1 The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in **GLENDALE LAKES CONDOMINIUM** ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent (an "Eligible Mortgagee"), shall be entitled to inspect Association documents and records to the same extent as the Unit owners and to receive written notice from the Association of the following matters:

24.1.1 Any condemnation or casualty loss that affects a material portion of **GLENDALE LAKES CONDOMINIUM**, a Common Element resulting in losses greater than ten percent (10%) of the Association annual budget or the Unit securing its mortgage;

24.1.2 Any sixty (60) 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 **GLENDALE LAKES CONDOMINIUM** which is not cured by such owner within sixty (60) days of such owner's receipt of notice of such breach;

24.1.3 A termination, lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

24.1.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as specified below or in Article 21 hereof.

24.2 Except as provided by the Act, the Association shall not, unless two-thirds (2/3) of the Eligible Mortgagees (based on one vote for each mortgage owned) have given their prior written consent after a minimum of thirty (30) days' notice is given to the Eligible Mortgagees:

24.2.1 Change the undivided percentage interest in the Common Elements of **GLENDALE LAKES CONDOMINIUM** appurtenant to any Unit, or the manner of making assessments for common expenses or the allocation of the distribution of insurance proceeds or condemnation awards based upon such percentage;

24.2.2 Partition or subdivide any Unit or Common Elements of **GLENDALE LAKES CONDOMINIUM**; or

24.2.3 By act or omission seek to abandon or terminate **GLENDALE LAKES CONDOMINIUM**, encumber, sell, transfer or convey any part of the Common Elements of **GLENDALE LAKES CONDOMINIUM** or dissolve the Association.

24.2.4 Use hazard insurance proceeds for losses to any Units or Common Elements for other than the repair, replacement or reconstruction of such Units or Common Elements.

24.3 The termination of the legal status of **GLENDALE LAKES CONDOMINIUM** or removal of the Property from the provisions of the Act, for reasons other than substantial destruction or condemnation, shall not be effective unless agreed to by Eligible Mortgagees that represent at least 67% of the mortgaged Units, provided that such agreement may be deemed given in the event any Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail with return receipt requested.

24.4 A majority of the Eligible Mortgagees (based on one vote for each mortgage owned) shall have the right to demand professional management of the Association or an audit for the Association's financial records.

24.5 To be entitled to receive notification as provided for herein and become an Eligible Mortgagee, an Eligible Mortgagee must send a written request to the Resident Agent of Association, stating its name, address and the Unit number or address on which it has a mortgage, insurance policy or guaranty.

24.6 A Mortgagee having a first mortgage and 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.

25. NUMBER AND GENDER.

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

26. CAPTIONS.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

27. SEVERABILITY AND ASSIGNMENT.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof. Declarant may freely assign any and all rights provided to Declarant herein.

IN WITNESS WHEREOF, the said Milwaukee Enterprises, LLC, a Wisconsin limited liability company, Declarant, has caused this document to be executed as of the date first set forth above.

MILWAUKEE ENTERPRISES, LLC
a Wisconsin limited liability company

By: _____
Rod Engel, Authorized Member

AUTHENTICATION

Signature of Rod Engel as authorized member of Milwaukee Enterprises, LLC, authenticated this 24th day of April, 2006.

_____
Scott L. Langlois
Title: Member, State Bar of Wisconsin

This instrument was drafted by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

CONSENT OF MORTGAGEE

The undersigned first mortgagee of the Property consents and subordinates its mortgage to the recordation of this Declaration and executes this Declaration pursuant to Section 703.09(1c) of the Act.

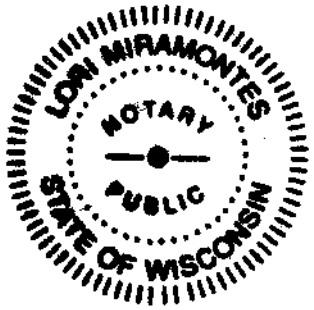
U.S. Bancorp

By: _____
Name: DONALD J. PAFFORD
Title: Senior Vice President

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 12th day of April, 2006, the above named Donald J. Pafford as Senior Vice President of U.S. Bancorp, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said U.S. Bancorp.

Lori Miramontes
Notary Public, State of Wisconsin
My commission expires: March 28, 2010



GLENDALE LAKES CONDOMINIUM

DISCLOSURE MATERIALS

SECTION C

CONDOMINIUM PLAT

GLENDALE LAKES CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN

KNOWN AS 1600 W. GREEN TREE ROAD, CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN

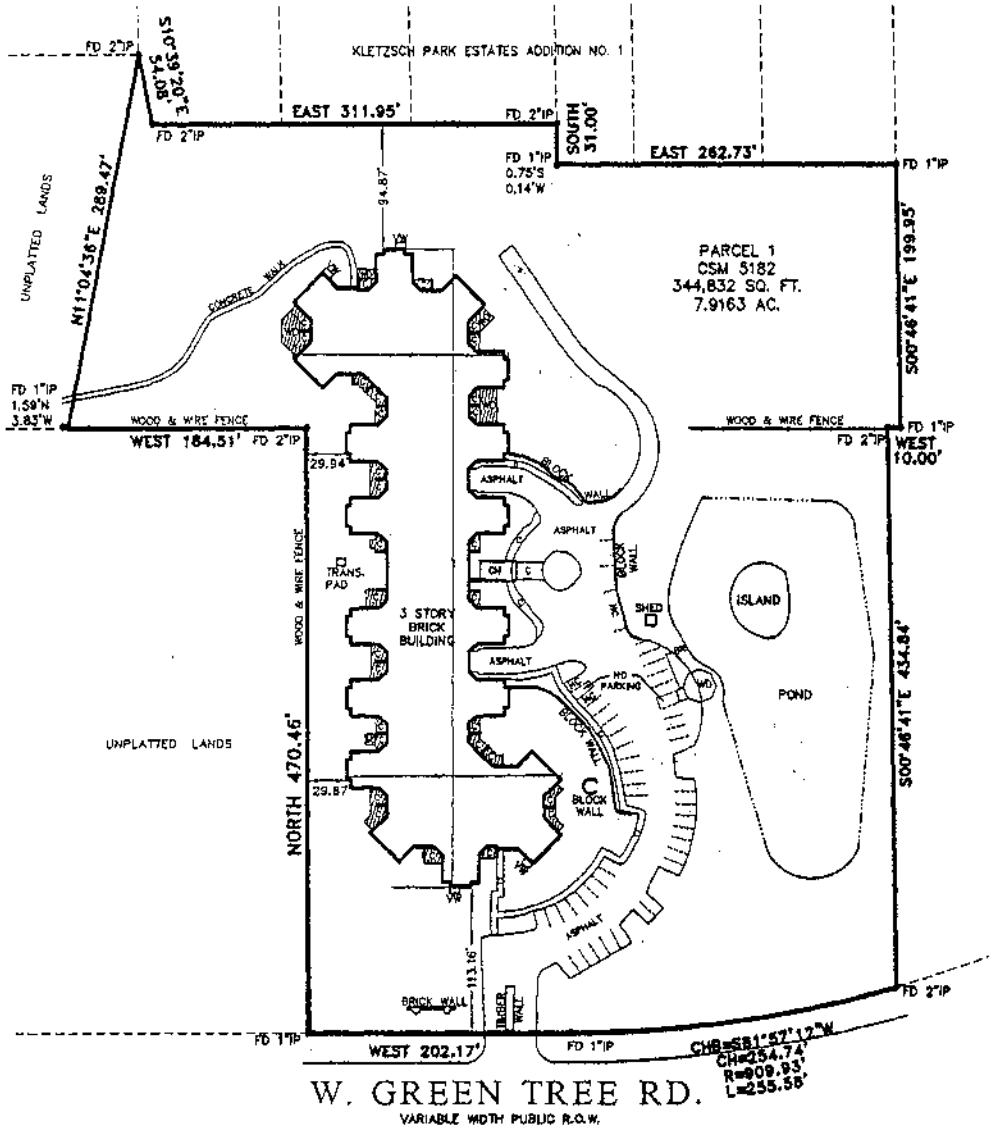
PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 5182, BEING A DIVISION OF LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, IN TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON OCTOBER 7, 1988 ON REEL 2261, IMAGES 933, 934 AND 935 AS DOCUMENT NO. 6215814.

JANUARY 12, 2008 LEGACY REAL ESTATE PARTNERS SURVEY NO. 152242-JJV

NOTES:

1. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS.

2. REFER TO THE ORIGINAL DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 80 ft.

N

LEGEND

CN	CANOPY
BR	BRICK
C	CONCRETE WALK/DECK
WD	WOOD DECK
VW	VENT WELL
HC	HANDICAPPED SPACE
FNC.	FENCE
FD.	FOUND
IP	IRON PIPE
	LIMITED COMMON ELEMENT

I, STEPHAN G. SOUTHWELL, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

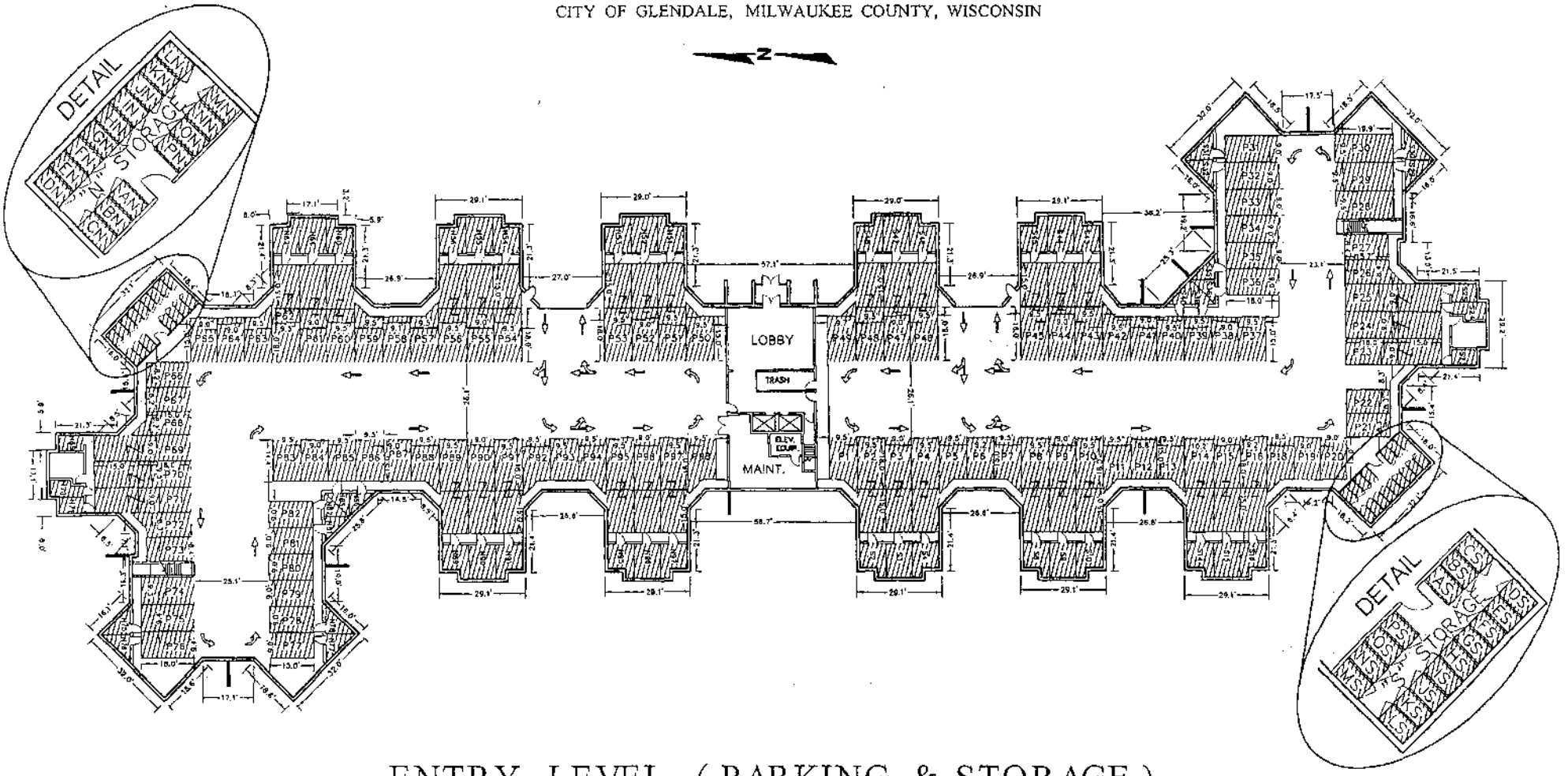
THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF GLENDALE LAKES CONDOMINIUM AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

STEPHAN G. SOUTHWELL, RLS, S-1939 DATE

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.rasae.com

GLENDALE LAKES CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN



ENTRY LEVEL (PARKING & STORAGE)

GRAPHIC SCALE
14 0 7 14 28 56
(IN FEET)
1 inch = 28 ft.

LIMITED COMMON ELEMENT

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www.nsec.com

SHEET 2 OF 5

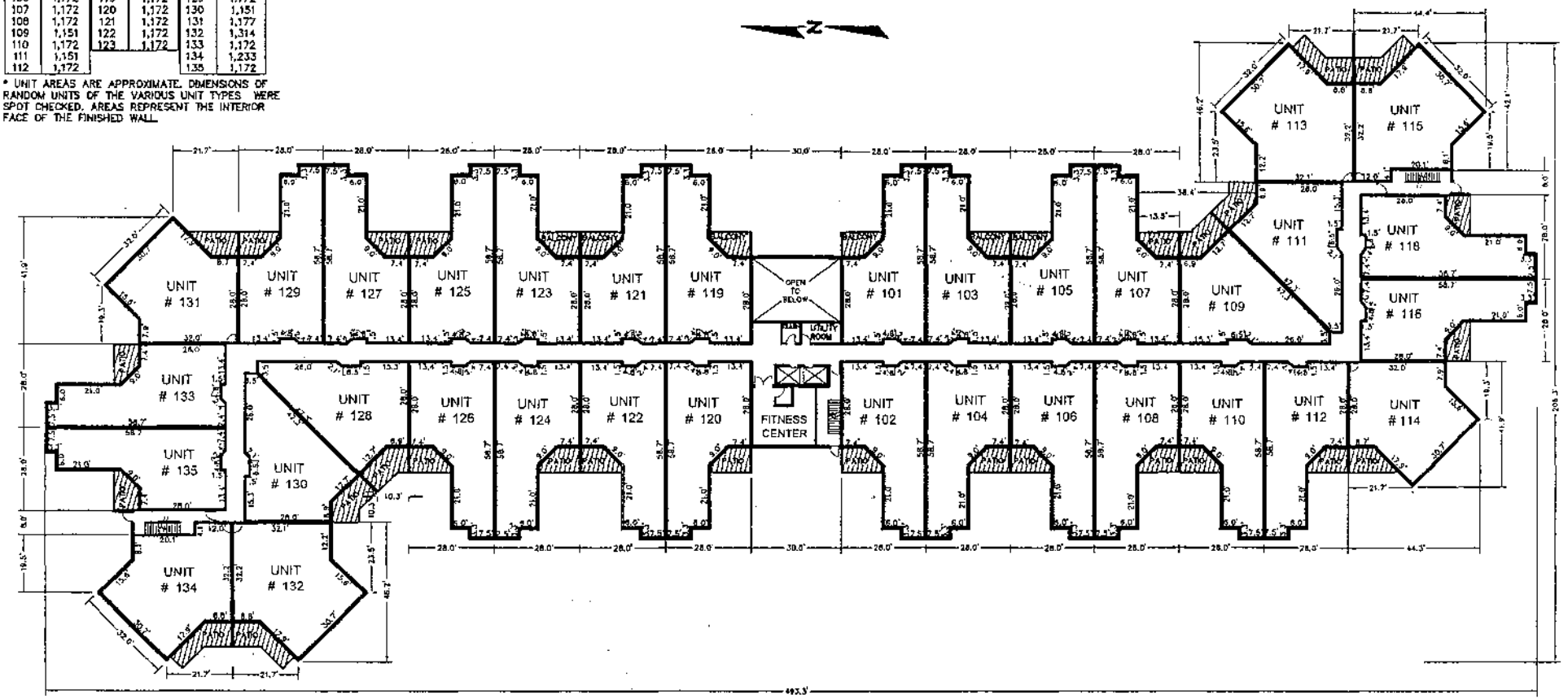
GLENDALE LAKES CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN

UNIT AREA TABLE

UNIT #	UNIT AREA* (S.F.)	UNIT #	UNIT AREA* (S.F.)	UNIT #	UNIT AREA* (S.F.)
101	1,172	113	1,314	124	1,172
102	1,172	114	1,177	125	1,172
103	1,172	115	1,233	126	1,172
104	1,172	116	1,172	127	1,172
105	1,172	118	1,172	128	1,151
106	1,172	119	1,172	129	1,172
107	1,172	120	1,172	130	1,151
108	1,172	121	1,172	131	1,177
109	1,151	122	1,172	132	1,314
110	1,172	123	1,172	133	1,172
111	1,151			134	1,233
112	1,172			135	1,172

* UNIT AREAS ARE APPROXIMATE. DIMENSIONS OF RANDOM UNITS OF THE VARIOUS UNIT TYPES WERE SPOT CHECKED. AREAS REPRESENT THE INTERIOR FACE OF THE FINISHED WALL.



FIRST FLOOR

LIMITED COMMON ELEMENT

GRAPHIC SCALE

14 0 7 14 28 56

(IN FEET)
1 Inch = 28 ft.

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Brookfield, WI 53005-5938
www.nsac.com

S:\5152242\DWG\
CP100.dwg\CP10\038

SHEET 3 OF 5

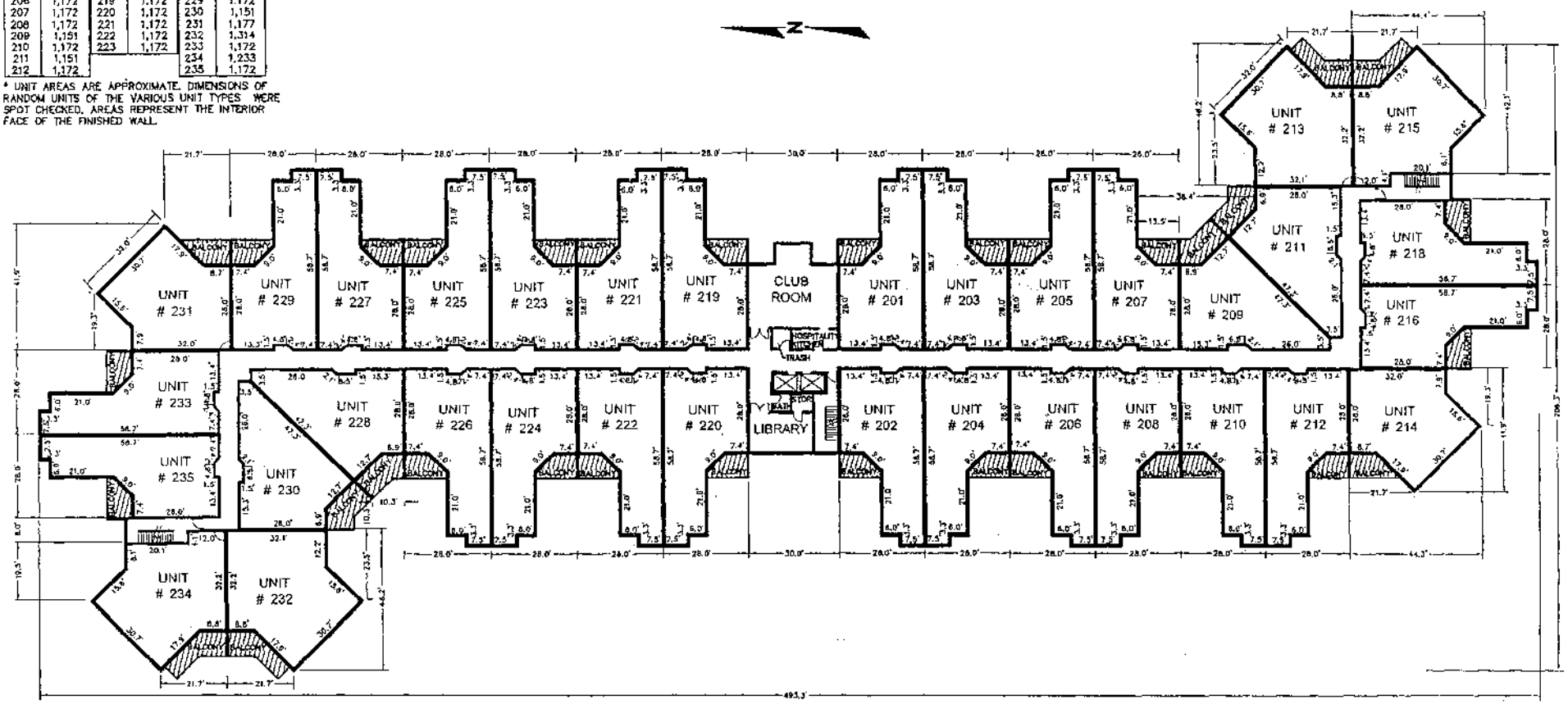
UNIT AREA TABLE

UNIT #	UNIT AREA* (S.F.)	UNIT #	UNIT AREA* (S.F.)	UNIT #	UNIT AREA* (S.F.)
201	1,172	213	1,314	224	1,172
202	1,172	214	1,177	225	1,172
203	1,172	215	1,233	226	1,172
204	1,172	216	1,172	227	1,172
205	1,172	218	1,172	228	1,151
206	1,172	219	1,172	229	1,172
207	1,172	220	1,172	230	1,151
208	1,172	221	1,172	231	1,177
209	1,151	222	1,172	232	1,314
210	1,172	223	1,172	233	1,172
211	1,151			234	1,233
212	1,172			235	1,172

* UNIT AREAS ARE APPROXIMATE. DIMENSIONS OF RANDOM UNITS OF THE VARIOUS UNIT TYPES WERE SPOT CHECKED. AREAS REPRESENT THE INTERIOR FACE OF THE FINISHED WALL.

GLENDALE LAKES CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN



GRAPHIC SCALE

14 0 7 14 28 56

(IN FEET)

1 inch = 28 ft.

SECOND FLOOR

LIMITED COMMON ELEMENT

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
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16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 4 OF 5

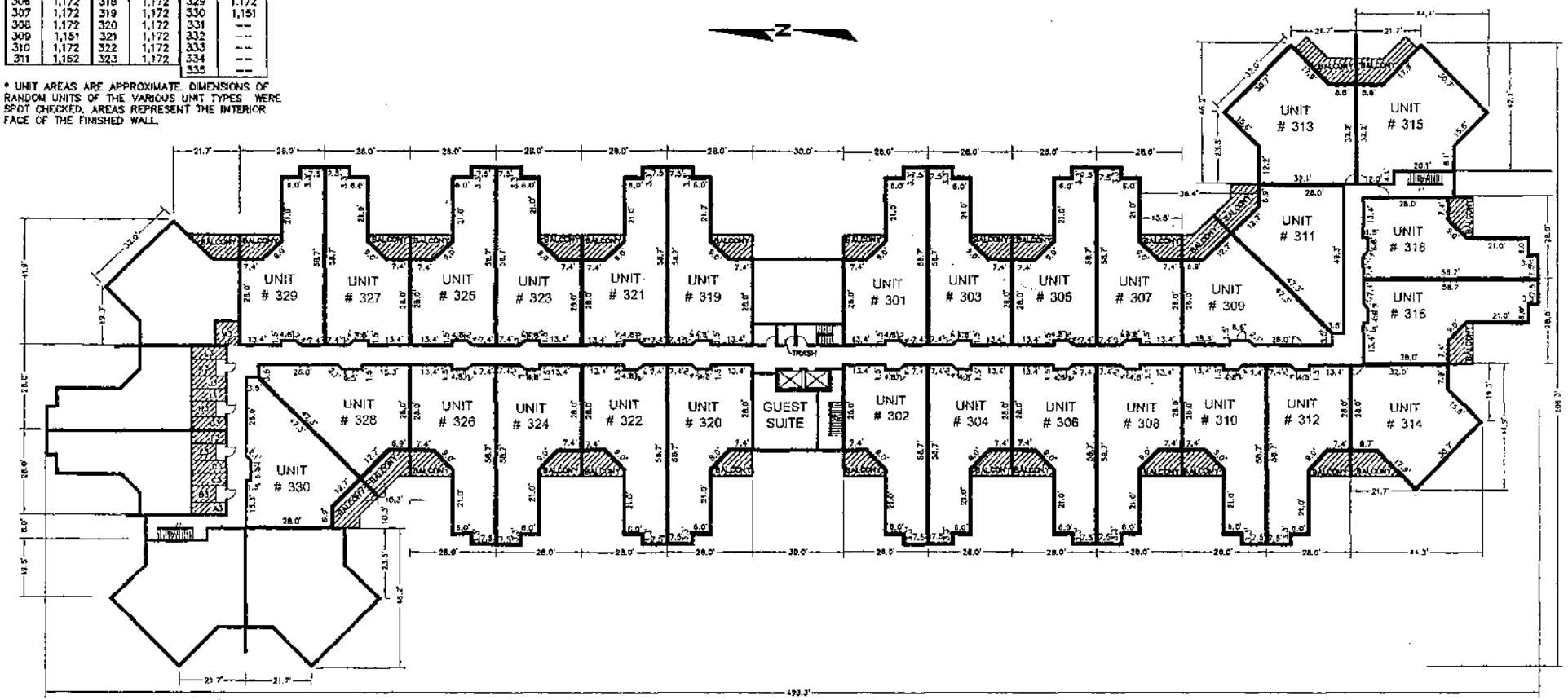
GLENDALE LAKES CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN

UNIT AREA TABLE

UNIT #	UNIT AREA* (S.F.)	UNIT #	UNIT AREA* (S.F.)	UNIT #	UNIT AREA* (S.F.)
301	1,172	312	1,177	324	1,172
302	1,172	313	1,314	325	1,172
303	1,172	314	1,177	326	1,172
304	1,172	315	1,233	327	1,172
305	1,172	316	1,172	328	1,151
306	1,172	318	1,172	329	1,172
307	1,172	319	1,172	330	1,151
308	1,172	320	1,172	331	---
309	1,151	321	1,172	332	---
310	1,172	322	1,172	333	---
311	1,162	323	1,172	334	---
				335	---

* UNIT AREAS ARE APPROXIMATE. DIMENSIONS OF RANDOM UNITS OF THE VARIOUS UNIT TYPES WERE SPOT CHECKED. AREAS REPRESENT THE INTERIOR FACE OF THE FINISHED WALL.



THIRD FLOOR

GRAPHIC SCALE

14 0 7 14 28 56

(IN FEET)

1 inch = 28 ft.

LIMITED COMMON ELEMENT

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262-781-1000
FAX 262-797-7373
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Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 5 OF 5

3

Document Number

AFFIDAVIT OF CORRECTION

* 0 9 3 5 9 0 7 8 *

DOC.# 09359078

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 12/26/2006 04:12PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 15.00

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

AFFIANT, Stephan G. Southwell, hereby swears or affirms that a certain document recorded on the 26 day of April, 2006, Document # 09224150 in Milwaukee County, State of Wisconsin, which is the condominium plat for Glendale Lakes Condominium, which is legally described on Exhibit "A", attached hereto, contained the following error:

On sheet 2 of 5 of **GLENDALE LAKES CONDOMINIUM**, the parking spaces numbered P18 thru P22 were numbered and shown incorrectly and a parking space was omitted.

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows (if more space is needed, please attach addendum). See attached

See attached Exhibit "B". A parking space was added in the gap between the parking spaces P21 & P23. Then the affected, existing parking spaces were re-numbered, P17 thru P22.

Recording Area

Name and Return Address
NATIONAL SURVEY & ENGINEERING
C/O SURVEY DEPARTMENT
16745 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005

PART OF 126-8010

Parcel Identification Number (PIN)

AFFIANT is the (check one):

■ Drafter of the document being corrected
□ Owner of the property described in the document being corrected
□ Other (explain: _____).

The original document (in part or whole) □ is ■ is not attached to this Affidavit (if original document is not attached, please attach legal description and names of grantors and grantees).

Signed: _____
* STEPHAN G. SOUTHWELL 5-1939

State of Wisconsin }
} ss.
County of Waukesha }

Subscribed and sworn to (or affirmed) before me this 8th day of December, 2006.

_____
* TRACY GRUBE
Notary Public, State of Wisconsin
My Commission expires: 8-28-2010

STATE OF WISCONSIN * TRACY GRUBE * NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

STEPHEN G. SOUTHWELL

This instrument □ is ■ is not (check one) a conveyance of real property as per s. 77.21(1) Wisconsin Statutes
(A Wisconsin Real Estate Transfer Return is required for instruments that do convey real property.)

*Names of persons signing in any capacity must be typed or printed below their signature

National Survey & Engineering
A Division of R.A. Smith & Associates Inc.

EXHIBIT A

GLENDALE LAKES CONDOMINIUM

LEGAL DESCRIPTION

KNOWN AS 1600 W. GREEN TREE ROAD, CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN

PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 5182, BEING A DIVISION OF LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, IN TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON OCTOBER 7, 1988 ON REEL 2261, IMAGES 933, 934 AND 935 AS DOCUMENT NO. 6215814.

JANUARY 12, 2006 LEGACY REAL ESTATE PARTNERS SURVEY NO. 152242-JJV

262-781-1000
Fax 262-781-8466 engineering
Fax 262-797-7373 surveying
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938

Branch Offices
Oshkosh, WI
Appleton, WI
Pittsburgh, PA

www.rasae.com

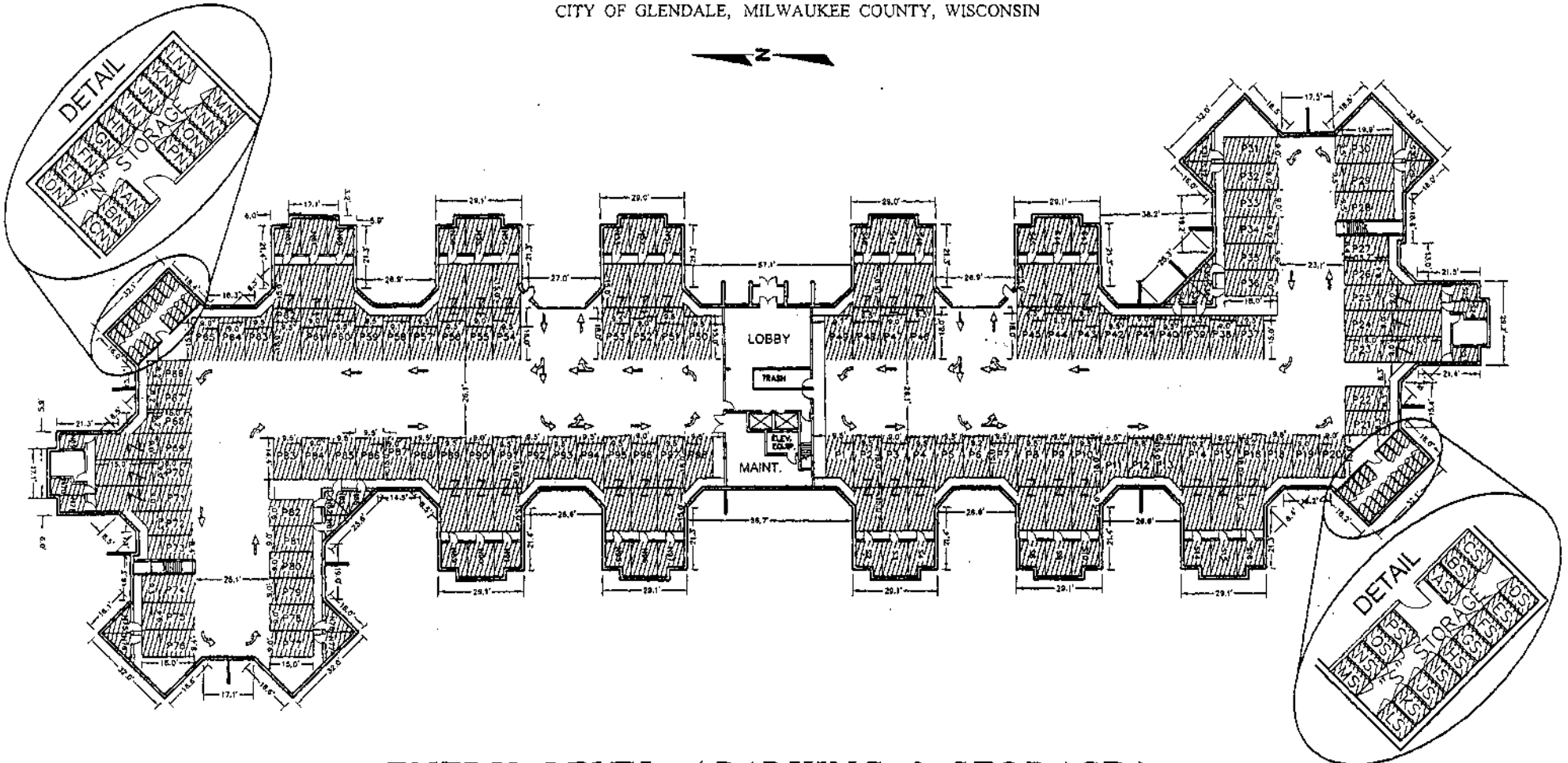
Engineering

Surveying

Technical Services

GLENDALE LAKES CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN



ENTRY LEVEL (PARKING & STORAGE)

GRAPHIC SCALE
14 0 7 14 28 56
(IN FEET)
1 Inch = 28 ft.

LIMITED COMMON ELEMENT

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Brookfield, WI 53005-5938
www.nsae.com

SHEET 2 OF 5

GLENDALE LAKES CONDOMINIUM

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

RECEIVED
APR 2 5 2006
WISCONSIN
DFI

ARTICLES OF INCORPORATION

OF

GLENDALE LAKES CONDOMINIUM ASSOCIATION, LTD.
(A Nonstock Corporation)

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a nonstock corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the *Articles of Incorporation of such corporation:*

ARTICLE I
Name

The name of the Corporation shall be GLENDALE LAKES CONDOMINIUM ASSOCIATION, LTD. (the "*Association*").

STATE OF WISCONSIN
FILED
APR 2 6 2006
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLE II
Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III
Purposes

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for **GLENDALE LAKES CONDOMINIUM**, as recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a nonstock corporation might be organized under the Wisconsin Nonstock Corporation Law.

WI - DFI CORP
FILE ID# ➡ G038255

ARTICLE IV
Powers

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

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

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements as set forth in the Declaration;

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

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

(g) To make and amend Bylaws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the Bylaws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

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

(j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE V
Members

All owners of units in **GLENDALE LAKES CONDOMINIUM** shall be entitled and required to be members of the Association, and membership shall be limited to such owners. Each member shall have one (1) vote in the Association for each Unit owned by the member. The respective rights, qualifications and obligations of membership shall be set forth in the Bylaws of the Association.

ARTICLE VI
Principal Office; Registered Office and Registered Agent

The mailing address of the initial principal office of the Association shall be 1020 N. Milwaukee Avenue, Suite 111, Deerfield (Lake County), Illinois 60015. The street address of the initial registered office of the corporation is 411 East Wisconsin Avenue, Suite 2040, Milwaukee, Wisconsin 53202-4497 and the initial registered agent at such address is Lawdock, Inc.

ARTICLE VII
Directors

The number of directors of the corporation shall be as fixed in the Bylaws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided in the Bylaws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Rod S. Engel
1020 North Milwaukee Avenue, Suite 111
Deerfield, Illinois 60015

Ron Biffel
1020 North Milwaukee Avenue, Suite 111
Deerfield, Illinois 60015

Scott Langlois
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE VIII
Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the Bylaws, and shall have and exercise the powers and duties assigned in the Bylaws.

ARTICLE IX
Incorporator

The name and address of the incorporator of this Association is:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE X
Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the Bylaws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of **GLENDALE LAKES CONDOMINIUM** from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements of the condominium.

ARTICLE XI
Amendment

These Articles may be amended by the members in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has executed these Articles in duplicate this 11th day of April, 2006.

Scott L. Langlois

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

On this 11th day of April, 2006, personally appeared before me the above named SCOTT L. LANGLOIS, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Notary Public, Milwaukee
County, Wisconsin
My Commission: exp. 9-10-06

This instrument was drafted by:

Scott L. Langlois, Esq.
Quarles & Brady LLP
Attorneys at Law
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497

STATE OF WISCONSIN
FILED
APR 26 2006
DEPARTMENT OF
FINANCIAL INSTITUTIONS

QBMKE\5881164.1

GLENDALE LAKES CONDOMINIUM

DISCLOSURE MATERIALS

SECTION E

BYLAWS

BYLAWS

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BYLAWS
OF
GLENDALE LAKES CONDOMINIUM ASSOCIATION, LTD.

ARTICLE I

NAME AND PURPOSE

1.1 Pursuant to the Articles of Incorporation of GLENDALE LAKES CONDOMINIUM Association, Ltd. and the Condominium Declaration for GLENDALE LAKES CONDOMINIUM, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter "Declaration"), the following are adopted as the Bylaws of GLENDALE LAKES CONDOMINIUM Association, Ltd. (hereinafter sometimes referred to as the "Association"), which is a nonstock corporation formed and organized to serve as an association of Unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. All capitalized terms, unless defined herein, shall have the meanings assigned to them in the Declaration.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 **MEMBERS**. The rights and qualifications of the members are as follows:

(a) **Defined.** Members of the Association shall be all owners of all Units in GLENDALE LAKES CONDOMINIUM. 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 until such time as his or her ownership of such Unit ceases for any reason, at which time his or her membership in the Association shall automatically cease.

(b) **Membership and Votes Per Units.** One membership shall exist for each Unit and one vote shall exist for each Unit. Declarant shall have the right to cast its votes relating to unsold Units, both before and after the expiration of Declarant control, and Declarant shall enjoy the same rights and duties under the Declaration, the Articles of Incorporation and these Bylaws as to unsold Units as to any other Unit in the Condominium, except as otherwise provided therein or herein. If title to a Unit is held by more than one person, the membership and vote(s) related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interests with regard to a single Unit must be voted by one person pursuant to the designation of that person contained in the Membership List. If a Unit is leased, the lessor shall be entitled to cast the vote(s) appurtenant to the Unit; if a Unit is sold under a land contract, the land contract vendee shall be entitled to cast the vote(s) appurtenant to the Unit. In the event of a dispute, the Association shall be entitled to rely upon the ownership of the Unit as set forth in the Register of Deeds' Office of Milwaukee County, Wisconsin, and the Association may require a member to prove ownership

before counting such vote(s). Notwithstanding the provisions of this section, if the Association has filed a statement of condominium lien against a Unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such Unit shall not be entitled to vote at such meeting.

(c) **Membership List.** The Association shall maintain a current membership list (the "Membership List") showing the membership pertaining to each Unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the Unit, if any, and the person designated to cast the vote(s) pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

(d) **Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of Unit, date of transfer, name of the person designated to vote, the mortgagee of the Unit, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide membership certificates to its members.

2.2 **QUORUM AND PROXIES FOR MEMBERS' MEETINGS.** A quorum for members' meetings shall consist of a majority of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 **ACT BY MAJORITY.** The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Wisconsin Condominium Ownership Act.

2.4 **TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS.** Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit owners, to each member at his or her address as it appears on the Membership List of the Association and shall be mailed or personally delivered not less than ten (10) days (or twenty-five (25) days for a matter set forth in Section 21.2 of the Declaration) nor more than ninety (90) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 **ANNUAL AND SPECIAL MEETINGS.** The annual meeting shall be held on or about the second Monday in November of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officer upon receipt of a written request signed by members with no less than thirty percent (30%) of the votes in the Association other than the Declarant.

ARTICLE III

BOARD OF DIRECTORS

3.1 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

3.2 **INITIAL BOARD OF DIRECTORS.** The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until control of the Association passes to the Unit owners pursuant to the terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance of 25% of the Common Element percentage interests in GLENDALE LAKES CONDOMINIUM to purchasers, an Association meeting shall be held and Unit owners other than Declarant shall elect at least 33-1/3% of the Board of Directors.

3.3 **NUMBER AND QUALIFICATIONS OF DIRECTORS.** After control of the Association passes to the Unit owners pursuant to the terms of the Declaration, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.4 **ELECTION AND TERM OF DIRECTORS.** At the first annual meeting of the Association after Association control passes to the Unit owners but not later than forty-five (45) days after the expiration of Declarant control, the members shall elect five (5) directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) Three (3) directors whose terms will expire after one (1) year, at the next annual meeting of the Association (Class "A" Directors).

(b) Two (2) directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election (Class "B" Directors).

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.5 **VACANCIES ON BOARD.** Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.6 **REMOVAL OF DIRECTORS.** At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 **ANNUAL MEETING AND NOTICE.** An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of electing officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 **REGULAR MEETINGS AND NOTICE.** The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 **SPECIAL MEETINGS AND NOTICE.** Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.10 **WAIVER OF NOTICE.** Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him or her of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 **QUORUM OF DIRECTORS - ADJOURNMENTS.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and 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. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 **FIDELITY BONDS.** The Board of Directors may require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

OFFICERS

4.1 **DESIGNATION, ELECTION AND REMOVAL.** The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices may be held by the same person.

4.2 **PRESIDENT.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 **VICE-PRESIDENT.** The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

4.4 **SECRETARY.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and the issuance of membership certificates for the Association.

4.5 **TREASURER.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 **LIABILITY OF DIRECTORS AND OFFICERS.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to

believe to be true. The Association shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law, including any amendments thereto (but in the case of any such amendment only to the extent such amendment permits or requires the Association to provide broader indemnification rights than prior to the amendment) indemnify its directors and officers. The foregoing shall not be exclusive of other rights and defenses to which such person may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 **COMPENSATION.** No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

DECLARANT CONTROL

5.1 Notwithstanding any other provisions contained in these Bylaws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the Bylaws and rules and regulations of the Association until the earlier of: (a) three (3) years after the first sale of a Unit in GLENDALE LAKES CONDOMINIUM by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element percentage interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Wisconsin Condominium Ownership Act. Each owner of a Unit in GLENDALE LAKES CONDOMINIUM shall be deemed by acceptance of any deed to any Unit to agree, approve and consent to the right of Declarant to so control the Association.

ARTICLE VI

OPERATION OF THE PROPERTY

6.1 **THE ASSOCIATION.** The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Wisconsin Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these Bylaws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of $10,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may contract for management services with a managing agent with respect to the administration and operation of GLENDALE LAKES CONDOMINIUM.

6.2 **RULES AND REGULATIONS.** The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements by the Unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent

unreasonable interference with the use of the respective Units and the Common Elements by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 **COMMON EXPENSES.** The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association meeting the requirements of Section 703.61 of the Act in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year and shall distribute the budget to all Unit owners. The amounts required by such budget shall be assessed against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements of GLENDALE LAKES CONDOMINIUM as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable in monthly installments. If not paid on or before the 15th day of any month, a late fee of Twenty-five Dollars ($25.00) shall be levied for each month until such assessment installment is paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 **OPERATING BUDGET.** The annual operating budget shall provide for three funds, one of which shall be designated the "operating fund" and one of which shall be designated the "reserve fund" and the third of which shall be designated the "working capital fund" and shall be established as set forth in Section 6.5 below. The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the Common Elements, management services, water and sewer charges, insurance, administration, materials and supplies. The reserve fund shall be used for the replacement and repair of the Common Elements and Limited Common Elements, contingencies and periodic expenses such as painting, paving, roofing, or renovation. The Board of Directors may establish the reserve fund in an amount consistent with the remaining life of the individual components of GLENDALE LAKES CONDOMINIUM. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the Unit owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit owner or owners responsible for any lien which is paid by the Association but not the

obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit owner, is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit owners in subsequent years.

The annual budget shall be prepared and determined by December 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the delivery of the budget to the members a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the Association votes, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than fifty percent (50%) of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.5 **WORKING CAPITAL FUND.** Declarant shall establish and maintain a working capital fund in an amount equal to at least two (2) months of estimated monthly assessments for the Association. Each purchaser of a Unit from Declarant 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 be non-refundable, except that Declarant may reimburse itself as individual Units are sold, and shall not be considered advance payments of installments of regular assessments, but shall be maintained as working capital and kept in a segregated account. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs, but Declarant may reimburse itself for amounts advanced for Association purposes. Upon the expiration of Declarant control, this fund, to the extent monies are remaining, shall be deposited in the reserve fund.

6.6 **COMMENCEMENT OF PAYMENTS.** The first installment of a regular assessment for each and every Unit shall be due and payable on the date of recordation of the first instrument of conveyance to a Unit, with subsequent installments due on the first day of each month thereafter. Such monthly payments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association. Notwithstanding the foregoing, Declarant may pay only twenty-five percent (25%) of the installments otherwise due and payable on Declarant owned Units for the first sixty (60) days following the conveyance of the first Unit. Installments for partial months shall be prorated.

6.7 **DEFAULT AND LIENS.** All assessments, until paid, together any late fees described in Section 6.3 hereof and actual costs of collections, constitute a lien on the Units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

REPAIRS AND MAINTENANCE

7.1 **INDIVIDUAL UNITS.** Each Unit owner, at his or her sole expense, shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit owner must perform properly or cause to be performed all maintenance and repair work within his or her own Unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining Unit owners, as the case may be, for any damages caused by his or her failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, water softeners, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

7.2 **COMMON ELEMENTS AND FACILITIES.** Except as provided below, the Association shall be responsible for the replacement, repair, management and control of the Common Elements and Limited Common Elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual Unit owners are responsible therefor as provided hereinafter with respect to Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit owner, or the tenant, guest or agent of a Unit owner and not covered by insurance, in which case such expense shall be charged and specially assessed to such Unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements:

- All routine painting, repairing, restoration, maintenance, and decorating of building exteriors, walls and roofs, (excepting improvements by Unit owners), periodic painting of exterior doors and garage exteriors

- All cleaning, painting, repair, restoration and general maintenance of the Common Elements

- General repair, maintenance, repair or replacement of exterior fixtures including gutters, downspouts and exterior lighting fixtures and associated equipment

- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required

- Maintenance, repair or restoration of roads, walks, driveways and surface parking areas which are a part of GLENDALE LAKES CONDOMINIUM or on easements for its benefit

- Snow and ice removal with regard to roads, walks, driveways and surface parking areas within GLENDALE LAKES CONDOMINIUM or on easements for its benefit

7.3 **LIMITED COMMON ELEMENTS.** Each Unit owner, at his or her sole expense, shall be responsible for keeping the Limited Common Elements appurtenant to his or her Unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition and shall be responsible for any regular maintenance (including painting and varnishing) required to keep the Limited Common Elements in such condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the Limited Common Elements without the prior written consent of the Board of Directors of the Association. Every Unit owner shall have the right to decorate the Limited Common Elements appurtenant to his or her Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association and shall comply with the rules and regulations of the Association.

7.4 **ASSOCIATION SERVICES.** The Association may provide any service or maintenance requested by a Unit owner or owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefor.

ARTICLE VIII

DUTIES AND OBLIGATIONS OF UNIT OWNERS

8.1 **RULES AND REGULATIONS.** The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations adopted by the Association from time to time, including the following:

(a) **Use.** No Unit owner shall occupy or use his or her Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests, except as hereinafter provided. No trade or business shall be conducted

on GLENDALE LAKES CONDOMINIUM or from any Unit, except that the owner of a Unit may use one or more rooms of a Unit as a "home office" so long as the owner continues to use the Unit as a private residence and except that the Declarant may use and occupy various Units as "model units" and sales offices as provided in the Declaration.

(b) **Occupancy.** Units in GLENDALE LAKES CONDOMINIUM shall not be used or occupied by any person or group of persons for a period of less than 30 consecutive days, except with prior written approval of the Association. The intent of this provision is to prohibit business, transient or similar uses of the Units which would involve multiple occupancies by different persons or groups of persons.

(c) **Leases.** Declarant, Legacy Real Estate Partners, LLC, RSE Investments, LLC and up to a maximum of five (5) persons or entities approved in writing by Declarant shall not be restricted in their ability to lease Units owned by such persons or entities. Owners of Units in GLENDALE LAKES CONDOMINIUM which are immediate family members of person(s) occupying such Unit at the time of the conversion to condominium ("Current Occupants") who purchase a Unit for lease to a Current Occupant may lease their Units to a Current Occupant or, in the event the Current Occupant ceases to occupy the Unit within five (5) years of the recording of this Declaration, to a successor occupant, provided, however, when such successor occupant ceases occupancy, no further leasing of such Unit will be allowed, any such leasing to be pursuant to the following terms and conditions:

- The lease must be in writing, signed by the owner and the tenant and upon a form approved by the Association, provided that such approval shall not be withheld or delayed and such approval shall be deemed granted in the event the Association fails to respond to the Unit owner within fourteen (14) days.

- The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these Bylaws, and all rules and regulations of the Association.

- Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease.

For purposes of this subsection (c), "immediate family member" shall mean a brother, sister, lineal ascendant or lineal descendant of a person.

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, ALL UNIT OWNERS SHALL BE PROHIBITED FROM RENTING OR LEASING HIS, HER OR ITS UNIT TO ANY PERSON OR ENTITY AT ANY TIME.

(d) **Parking, Vehicle Maintenance and Obstructions.** The lowest level of the building containing the Units (the "Building") shall contain parking spaces designated as Limited Common Elements appurtenant to the Units. No parking of cars, trucks, trailers, boats, campers, recreational vehicles or other vehicles shall be allowed anywhere at any time in GLENDALE LAKES CONDOMINIUM except that car and small truck parking is allowed within the Limited Common Element parking spaces located inside of the underground indoor parking garage or within designated visitor parking areas which shall be under the control of the Association. No parking of non-operating automobiles or other vehicles will be permitted anywhere in GLENDALE LAKES CONDOMINIUM. Overhead garage doors shall be maintained in a closed state except as necessary

to permit ingress and egress. No person shall occupy, park or otherwise use a vehicle so as to block access. No vehicle maintenance or lubrication shall be permitted anywhere in GLENDALE LAKES CONDOMINIUM, except washing of cars or maintenance performed within a Limited Common Element parking space. No playground equipment, bicycle racks or other obstructions may be placed on the Common Element areas except as the Association permits by rule or regulation. Declarant shall have the right to utilize the parking areas and to designate reserved parking spaces and overflow parking areas in connection with its sales efforts until the last Unit is transferred.

(e) **Animals and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in any of the Common Elements except that a maximum of two (2) cats and/or dogs may be kept as household pets by Unit owners, provided that (i) on the first floor of the Building, the total weight of any and all dogs shall not exceed forty (40) pounds, and (ii) on the second and third floors of the Building, a maximum of one (1) dog will be permitted, which shall not exceed a weight of twenty (20) pounds and which must be carried in the elevator to the Unit. Small fish kept in a fish bowl or aquarium within a Unit and up to two (2) birds kept within a bird cage within a Unit shall also be allowed. No pets shall be kept or maintained for commercial or breeding purposes, and all pets shall be kept subject to rules and regulations which may be adopted by the Association regarding same. A pet shall not be allowed at large within the Common Element areas and all household pets shall always be leashed and within the immediate control of a person at all times when outside of the Building. All droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance or annoyance to other Unit owners or occupants.

(f) **Obstructions.** No person shall cause or permit the Common Element areas to be used as to deny any Unit owner or occupant the full use of the Common Element areas.

(g) **Increase of Insurance Rates.** Nothing shall be done or kept in any Unit or in any of the Common Elements which will increase the rate of insurance on the Common Elements, without the prior consent of the Association. No Unit owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of any of the Common Elements, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements.

(h) **Signs.** No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements, excepting reasonable signs in the window of a Unit showing the Unit "for sale" not larger than two (2) feet wide by two (2) feet in height without the prior written consent of the Association. Notwithstanding anything in the foregoing to the contrary, Declarant shall have the right to place posters, signs or advertising material on the Common Elements and at locations within Units which may be visible from the Common Elements without obtaining Association consent provided that the same are of a size as is usual and customary with developer sales of units in the area in which GLENDALE LAKES CONDOMINIUM is located.

(i) **Noxious and Illegal Activity.** No noxious, offensive or illegal activity shall be carried on in any Units or in the Common Element areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(j) **Hanging of Items.** The hanging of garments, rugs, flags (except the United States flag), signs, displays or other items from patios, doors, windows, balconies and other facades

of the Unit is prohibited. No Holiday decorations shall be allowed on any Limited Common Element, balconies or patios. Holiday decorations on the Common Elements shall include only white lights, no other color of light will be permitted.

(k) **Alteration, Construction or Removal**. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

(l) **Installation of Items and Storage.** No awnings, canopies, shutters, enclosures (except for enclosures of balconies and patios as hereinafter provided), windows or doors, outside radio or television antennas, satellite dishes, fixed grills or any other exterior equipment or fixtures of any kind shall be installed unless first approved by the Association. Balconies or patios located on the north and west sides of the Building may be enclosed if first approved by the Association. Balconies or patios located on the south and east sides of the Building may not be enclosed. All grills must be covered. Any grilling will strictly comply with the ordinances of the City of Glendale and any other applicable laws or ordinances. Common Elements and Limited Common Elements, including patios and balconies, shall not be used for storage of any kind, including, but not limited to, the storage of trailers, campers, camping trucks, boats or other marine craft, motorcycles, mopeds, snowmobiles, and motorized vehicles, baby carriages, bicycles or wagons. No flammable, hazardous or dangerous items may be stored in any Limited Common Element storage areas.

(m) **Waste.** Unit owners shall keep their Units and Limited Common Elements appurtenant thereto clean and litter free. Unit owners shall dispose of garbage only in containers or chutes maintained by the Association for such purpose. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. The Association reserves the right to require uniform waste receptacles throughout GLENDALE LAKES CONDOMINIUM. Such right shall be exercised by written notice to the Unit owners who shall then be responsible for obtaining such uniform receptacles at the individual Unit owner's expense. Each Unit owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collection, sorting, separating and recycling of waste products. Each Unit owner shall hold harmless and indemnify the Association and each other Unit owner for the indemnifying Unit owner's failure to observe this section.

(n) **Floor Coverings**. Hard surface floor coverings (including, but not limited to, hardwood, tile, slate, granite and linoleum) shall not be allowed in the living rooms (except within three feet of the kitchen), dining rooms or bedrooms on the second or third above ground levels of the Building. Hard surface floor coverings shall be allowed in kitchens (including the area extending three feet into the living room) and bathrooms.

(o) **Conflict.** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

(p) **Enforcement.** The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems

necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than $50 per violation to be charged and assessed by the Association uniformly against the owners of Units who violate or whose guests or Unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

8.2 **ASSOCIATION RULES.** The Association, acting through the Board of Directors, may approve and distribute to Unit owners additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the Unit owners no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, or repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these Bylaws may be amended only as provided in Article X.

ARTICLE IX

GENERAL

9.1 **FISCAL YEAR.** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 **ADDRESS.** The mailing address of the Association shall be 1020 N. Milwaukee Avenue, Suite 111, Deerfield, Illinois 60015, until such time as Declarant has sold all Units in the Condominium, at which time a new mailing address may be designated by the Association.

9.3 **SEAL.** The Corporation shall have no seal.

9.4 **ASSOCIATION RECORDS.** The Association shall have current copies of the Declaration, the Articles of Incorporation and these Bylaws of the Association, the Condominium Plat, any rules or regulations affecting **GLENDALE LAKES CONDOMINIUM,** and the Association's books (including its board resolutions and meeting minutes), records and financial statements available for inspection and copying during normal business hours and upon reasonable notice by Unit owners or their authorized agents or by holders, insurers or guarantors of first mortgages secured by condominium Units in **GLENDALE LAKES CONDOMINIUM.** Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor of a first mortgage secured by a Unit in **GLENDALE LAKES CONDOMINIUM**. The Association shall make available to prospective purchasers current copies of the Declaration, Bylaws of the Association, any rules and regulations affecting **GLENDALE LAKES CONDOMINIUM** and the most recent financial statement of the Association during normal business hours.

ARTICLE X

AMENDMENTS

10.1 **BY MEMBERS.** These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Unit owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 **RIGHTS OF DECLARANT.** No amendment of these Bylaws shall alter or abrogate the rights of Declarant as contained in these Bylaws.

ARTICLE XI

MISCELLANEOUS

11.1 **RECORD OF OWNERSHIP.** Every Unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him or her of such Unit or other evidence of his or her title thereto, and shall file any lease with and present such other evidence of his or her title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

11.2 **MORTGAGES.** Any Unit owner who mortgages his or her Unit or any interest therein shall notify the Board of Directors of the name and address of his or her mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

11.3 **STATEMENT OF ASSESSMENTS.** The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any Unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such Unit then due and unpaid, within ten (10) business days after such request is received.

11.4 **INDEMNIFICATION OF OFFICERS AND DIRECTORS.** The Corporation shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in this Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute.

The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or

not the Corporation would be obligated to indemnify or advance Expenses to such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

11.5 **SUBORDINATION.** These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration or said Condominium Ownership Act.

11.6 **INTERPRETATION.** In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit owners.

- End of Bylaws -

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

April 17, 2019

TO: ALL OWNERS AND RESIDENTS

Dear Owners and Residents,

Please read and add the attached Revised Rules and Regulations to your Governing Document File for your records.

The attached will be in effect as of May 1, 2019 going forward.

Please call if you have any questions regarding the Rules.

We thank you for your cooperation in this matter.

Sincerely,

Management

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

Phone: (262) 238-1480
Fax: (262) 238-1485

MEMBER OF community ASSOCIATIONS INSTITUTE

ARTICLE VIII
DUTIES AND OBLIGATIONS OF UNIT OWNERS

8.2 ASSOCIATION RULES

The Association, acting through the Board of Directors, shall be responsible for the administration, maintenance, management and operation of Glendale Lakes Condominium (GLC) and may periodically adopt rules and regulations governing these areas.

All Rules & Regulations effective February 28, 2019 supersede all prior rules adopted by the Glendale Lakes Board of Directors. Any action done by a unit owner pursuant to a previous rule shall be deemed to comply with these new rules.

8.2.1 DEFINITIONS.

A. **Association** - Members of the Association shall be the owners of all Units in Glendale Lakes Condominium (GLC)

B. **Common Elements** - Consists of all **areas** of GLC except individual Units. This includes the land on which the building is located, the private roadways, building structure and exterior, bearing walls, common sidewalks, driveways, building roof, and foundation.

C. **Limited Common Elements** - Consists of areas reserved for the exclusive use of the owner or occupant of the Unit. This includes patios or balconies, Unit parking spaces and storage areas.

D. **Maintenance Manager** - As Supervisor of the grounds, the manager maintains the common areas, exteriors and facilitates repairs and service requests made by the Board of Directors and Property Manager.

E. **Office Coordinator** - As liaison between the Owners, Property Manager and Board of Directors, the Office Coordinator schedules Work Orders, the Community Room, Library and Guest Suite and completes tasks requested by the Property Manager and the Board of Directors.

F. **Property Manager** - As managing agent, the professional management company representative serves the Board of Directors and Owners as Agent and Consultant and directs the work of the Office Coordinator and Maintenance Manager.

G. **Renter** - A person who rents a condominium from an owner.

H. **Unit** - Condominiums owned within Glendale Lakes Condominium (GLC).

I. **Voting Certificate** - A document that designates one of the legal title owners to vote on behalf of a condominium unit.

8.2.2 GENERAL

A. **Appliance Usage:** Clothes dryers should be used from 8:00am-10:00pm. The roof vent fans that take out the moisture only operate during those hours.

B. **Bird Feeders and Geese:** Bird seed attracts mice and rats. Except for liquid humming bird feeders, bird feeders are not allowed at GLC. Also, please do not feed the geese during their stop on our grounds so they will continue their migration.

C. **Car Wash:** Each garage has a complimentary car wash area for year-round auto care. At the completion of a car wash, squeegee the water to the drain to prevent standing pools of water in the garage area.

D. **Communications and Distribution within GLC:**

1. **Official Communications.** Official Communications will be placed on bulletin boards located on the doors to the inside parking areas.
2. **Other Communications.** A tray is located on the shelf across from the mail boxes for any bulletin or leaflet, of any owner, pertaining to life at GLC. The disseminator will contact the Office Coordinator regarding their wish to distribute information. Their name and date of placement should be stated within the materials and unused pieces should be removed within 48 hours. Examples of such bulletins or leaflets:
    a) An invitation to a GLC event
    b) A bulletin of special interest to owners and occupants
3. **Marketplace" Bulletin Board**. Located in each garage area, it is available for posting GLC activities, the sale of personal items, and services offered. These materials should be given to the Glendale Lakes Office Coordinator for posting.
4. **Distribution of Communications.** No leaflet, bulletin or written material, other than published newspapers, may be placed in the Common Elements or Limited Common Elements of the property including entrances to the individual living units. An exception to the rule is Board approved information placed at individual living units by the Office Coordinator.
5. **Social Events.** The Condominium Association encourages community wide social events and mixers. The Office Coordinator will assist in promoting and publicizing such events.

E. Community Room: The Community Room is for the use and enjoyment of all residents, renters and guests, and may not be used for commercial or fund-raising purposes, and/or outside groups, except for a private function/meeting held by an owner/lessee.

1. **Reservation and Form.** A Reservation for the use of the Community Room must be made with the GLC Office and a Reservation Form completed.
2. **Owner's Responsibility.** Owners/renters sponsoring a private party must be present for the entire party.
3. **Capacity.** The Community Room can accommodate 40-50 (tables and chairs) or 60-70 (chairs only).
4. **Hallway Access.** Guests will remain in the party room during the event - partying into the hallways during the event, is prohibited.

8.2.2 GENERAL

5. **Alcohol.** Alcoholic beverages are prohibited for persons under 21 years of age.
6. **Decorations.** Party signs or accessories may not be affixed to the walls or ceilings.
7. **Party Hours.** Private parties must end by midnight, New Year's Eve being the exception. Exclusion from this restriction may be approved, in advance, by the GLC Office.
8. **Deliveries for Party.** Delivery of tables or heavy equipment will be made through the garage area. The Office Coordinator must be made aware of such deliveries so that elevator padding can be installed.
9. **Caterers.** Caterers and helpers may be stationed in the Community Room.
10. **Cooking and Odors.** Cooking must be confined to the kitchen. Close all doors to the Community Room to prevent cooking odors from permeating the building. Patio doors can be opened to release odors to the outside and closed/locked at the end of the event.
11. **Music Amplification and Noise.** Owners who use the Community Room must monitor the noise levels of their event. No amplification of musical instruments shall be allowed. Be respectful of owners in the surrounding units.
12. **Guest Access.** Guests can gain access the day of the event by dialing "#0007" at the front entrance intercom.
13. **Clean up.** After use, the room must be thoroughly cleaned, including the kitchen. All remaining food and drink left from the event should be disposed of immediately after the function. The person reserving the room is responsible to clean the kitchen and appliances after use.
14. **Damage.** The owner or lessee reserving the room is responsible for any damage done to the room and its contents.
15. **Locking up.** All exterior doors to the Community Room must be locked upon completion of the function.

F. **Deliveries, Large Item(s):** Residents shall meet the delivery people and guide them through the correct entrance. If the resident is not available to meet the scheduled delivery person, the resident shall designate a responsible person to act on their behalf. Any large delivery item requiring a dolly or two people to transport shall go through the garage area into the lobby. Notify the GLC Office in advance if elevator pads are needed.

G. **Financial Responsibility:** Every Owner is responsible for prompt payment of maintenance fees, assessments, fines or other charges authorized by the Board of Directors. Late payments are subject to a $25 penalty if not paid by the 15th of the month. The Board of Directors has the duty to use liens or other legal means to ensure that all owners are current with their payments.

H. **Fitness Center:** The Fitness Center is for the use of owners, renters and houseguests who lawfully reside in a unit. GLC is not responsible for accidents or injuries sustained while using the GLC Fitness Center and equipment.

8.2.3. INTERIORS

1. Age Restrictions. For safety purposes, persons under eighteen (18) years of age are prohibited from using the Fitness Center unless accompanied by someone 18 or older.
2. Key Access. The unit front door key unlocks the Fitness Center access door.
3. Free Weights. All free weights must remain in the Fitness Center.
4. Limit TV Volume. Please lower the volume of the Fitness Center TV between the hours of 10:00PM and 7:30AM.

I. **Grievances:** As neighbors, we have certain obligations to each other's well-being and comfort. If you have a problem, please try to resolve it with the other party. If this is not possible, provide a written account of the problem, include your name and unit number, the unit number of the violating party, and send it to the Property Management Office.

The Property Manager will forward the complaint to the Board. The Board will review the complaint and advise management of the action to be taken.

Guests and **renters** are responsible for the compliance with rules and regulations. Any corrective action, penalties or legal measures appropriately taken for a guest or renter of the owner, or a renter's guest will be directed against the owner.

If the owner/renter does not comply with the rule after a maximum penalty as determined by the Board is given, the matter of non-compliance will be sent to the Association's attorney.

By state law all unpaid assessments constitute a lien on the property.

J. **Guest Suite:** A **third-floor** guest suite, with maximum occupancy of four, is available for resident visitors of GLC. The suite is reserved by contacting the **Office** Coordinator and adhering to the following:

1. Reservation Form. A Guest Suite reservation form (located in the box on the third-floor office door or accessible through Hunt management website) shall be filled out and returned to the Office Coordinator for confirmation.

2. Fee and Key. The suite can be reserved for up to five (5) nights, with a minimum charge for two nights. If additional nights are needed, you may request it but it is subject to the needs of other owners. A daily fee, subject to modification by the Board of Directors, is charged. Key pick up and payment will be handled by the Office Coordinator.

3. The equivalent of one night's fee will be charged when a reservation is cancelled with less than two days' notice prior to arrival.

8.2.3. INTERIORS

K. **Guests without owner present:** The Unit owner should notify the Office Coordinator of guests occupying the unit in the owner's absence.

L. **Library:** The Library is available for small group (4-10) meetings and is the home to the complimentary Lending Library maintained by owners.

1. Reservation. The Library can be reserved by contacting the GLC office.

2. Donation of Books. Unit owners can donate recently published, in good condition, paperback books in the basket provided in the Lending Library.

3. Literature Left in Common Elements. Magazines, books, informational bulletins, brochures of any kind are not permitted to be left in the Common Elements "for sharing."

M. **Move In/Out:** Owners/Tenants must call the GLC office to schedule a move at least seven (7) business days in advance of the moving day. Move in/outs will be conducted between 8 a.m. and 5 p.m., Monday through Friday. No moves will be scheduled on Saturdays, Sundays, and the following holidays: New Year's Day, Easter, the first two days of Passover, Memorial Day, 4th of July, Labor Day, the two days of Rosh Hashana, Yom Kippur, Thanksgiving and Christmas Day.

When you schedule your move with the Office Coordinator, you must sign the Move In/Out Agreement stating you understand a refundable deposit of $500 must be delivered to the GLC office at least seven (7) business days prior to the scheduled move date. You will also pay a non-refundable moving supervision fee of $150 which provides staffing to insure the building is monitored and secured for up to five hours during the moving process. A $30 per hour fee will be billed for time exceeding the five (5) hours covered in the moving supervision fee.

Additionally, the owner accepts total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the $500 deposit.

On moving day, the owner/tenant or a designated representative must be on-site for the duration of the move. This person's name must be given to the Office Coordinator.

N. **Pets:** Pets are to be leashed in all Common and Limited Common Elements inside and outside the building. Any pet "accidents" in the building must be cleaned immediately by the owner. 'Pet Waste' cans are located on the grounds at the south parking lot entrance near the evergreens and the entrance to the fire lane at the north end of the building. To reduce odors, please wrap the waste in a plastic bag before depositing it into the can. A designated 'chemical free' lawn area is located in the front of the evergreen trees outside of the north entrance door.

8.2.3. INTERIORS

A. Building Access:

1. **Entry at Foyer.** Guests gain entrance to the building through the locked foyer by dialing # and then the unit owner's four (4) digit code which is noted to the right of the unit owner's name on the entry sign in the foyer. This code is not the unit number associated with the address. When entering the code #XXXX, it will ring the phone line designated at the time of move in. The designated phone line is either a land line or a cell phone. When called, the unit owner will identify and speak to the guest, press 9 on the handset and the door will unlatch. At the time 9 is pressed, communication will no longer be possible.

2. **Authorization Needed.** No one will be permitted to enter a condominium without written authorization from the owner or lessee, except in an emergency.

3 **Suspicious Activity.** Any presence of a suspicious person or unusual circumstances should be reported immediately to the Office Coordinator or the police.

4 **Solicitations.** Solicitors of any kind shall not be permitted in the building at any time, including solicitations for nonprofit organizations.

5. **Unknown persons.** Only resident guests are allowed entrance at the front door. Allowing entrance of unknown persons via random calls through the Intercom security system at the main door is not permitted. Refer such guests to the GLC office.

6. **Solicitation Notices.** Personal or group notices or advertisement of any kind shall not be placed at condominium doors, with the exception of communications from the Association.

B. Decorations:

1. **Decorations at Owner's Unit Entry Door.** Decorations are permitted on the shelf outside unit hallway entrance doors and hanging from one point on the owner's condominium entrance door.

2. **Adhesives.** To protect the finish on the door, paneling, and wallpaper, use painter's masking tape or museum putty. No other adhesive (glue, scotch tape, duct tape, etc.) is permitted.

3. **Door Mats.** Front door hallway mats are not permitted.

4. **Holiday lights.** Holiday lights surrounding a patio door and windows from the inside allowing the lights to show to the exterior is not permitted.

5. **Tree Lights.** Permitted holiday tree lighting requires an "Underwriters' Laboratory" label, indicating the lights have been tested for safety.

6. **Artificial Trees/wreaths/garlands.** For Fire Safety, only artificial trees, wreaths and garlands are permitted for holiday decorating.

8.2.3. INTERIORS

C. Recyclables:

1. **Recycling Bins.** GLC has recycling bins in the garage areas for household paper, aluminum/steel/tin cans, metal, glass, and #'s 1 through 7 plastics. Plastic bags are not recyclable.

2. **Disposing of Recyclables.** All recyclables may be co-mingled. Remove corks, tops, etc. from recyclables and deposit them loosely in the bins. Plastic bags are not allowed in the bins. Dispose of packing materials, Styrofoam, plastic tops and plastic bags in the garbage container next to the bin.

3. **Check the City of Glendale Residential Electronic Recycling Program** for a list of acceptable recyclable items that owners can drop off at the City of Glendale Department of Public Works.

D. Repairs:

1. **Condominium Repairs.** Unit repairs (such as appliances, lighting fixtures, or plumbing) are the owner's responsibility.

2. **Building Repairs.** Residents requesting a building repair in a Common Element (hallway light, etc.) shall complete a work request form which are in a box on the Office Coordinator's door or in the box outside the Maintenance office. Requests can also be initiated through the Hunt Management website. Click on the Owners Login.

3. **Maintenance Personnel and Other Workers.** All employees and contractors of GLC are hired by and remain under the direction of the Association.

4. **Outside Contractors.** Should outside licensed contractors or repairmen be authorized to make repairs within a condominium during the owner's absence, the Management Office should be advised, in writing, indicating entry to the condominium is authorized. Management is not responsible for supervision or approval of repair or decorative work performed by outside contractors.

5. **Key Security.** For your safety and security, we recommend NOT giving your condominium key to anyone.

E. Storage: Bicycles and Carts:

1. **Bicycle Storage.** Store bicycles in front of your car without blocking entrance to a storage room. Your name and condominium unit should be listed on a tag and attached to the bike for identification.

2. **Bicycles Access to Building.** Bicycles are not permitted in elevators, lobbies or condominium level floors.

3. **Bicycle Care.** Bicycles must be properly maintained or disposed of.

4. **Personal Cart Storage.** Utility/grocery carts can be stored in the garage in front of owner's car or storage room. GLC carts are stored near the entrance door leading from the garage and in the first-floor utility room.

F. **Storage Closet for Heating/Air Conditioning:** A closet housing the Heating and Air Conditioning unit is within every owner's Unit. **(3rd floor units may have these on the roof).** Paint or other flammable substances and objects are not permitted to be stored in this closet.

G. **Storage Rooms:**

1. **Storage Lockers.** Every owner has an assigned storage locker, which must be maintained subject to good housekeeping practices.

2. **Personal Items.** All personal items (except bicycles and carts) should remain inside storage bins. Personal items should not be stored in the hallways or garage areas.

3. **Sprinkling System and Fire Code in Storage Units.** To allow for the proper operation of the sprinkling system in the event of a fire, the Glendale fire code requires nineteen inches of clear space between the top of any stored items and the ceiling.

4. **Fire Hazards.** Owners are prohibited from storing any combustible items that create a fire hazard (i.e., gasoline, chemical compounds, pesticides, etc.).

H. **Structural Changes:**

1. **Installations.** Owners shall not install any wiring, machines, air conditioning units or other equipment whatsoever on or to the balconies or the exterior of the building or protruding from the balconies, through the walls, windows or roof thereof.

2. **Common Elements Restrictions.** Owners may not make any additions or alterations to any Common Elements, nor place or maintain thereon any signs, posters or billboards whatsoever without prior permission from the Property Management office.

3. **Common/Limited Common Element Changes.** Owners may not change the appearance of the common area hallways including, but not limited to, condominium doors and their finishes, adding signage, wall hangings, decorative furniture, etc. except pursuant to the holiday rules.

4. **Alterations for Medical Disabilities.** If, for disability or medical reasons, it is necessary to alter or change the hardware on the outside of the condominium entrance door, permission must be sought from the Property Management office.

8.2.3. INTERIORS

5. **Floor Covering Changes.** See Condominium Documents if planning any changes in floor coverings. Soundproofing levels should be upgraded to current requirements to provide the maximum noise control of surrounding units.

I. **Waste:** Owners' guests and service personnel should be advised of these rules.

1. **Disposing of Garbage and Litter.** Unit owners shall keep their units and limited common elements clean and litter free. Unit owners shall dispose of garbage only in containers or chutes maintained by the Association for such purpose.

2. **Excess Waste.** Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association.

3. **Separating and Sorting Waste.** Each Unit owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collecting, sorting, and separating of recyclable waste products.

4. **Preparing Waste for Disposal.** Refuse must be tightly wrapped and bagged in plastic of sufficient strength and size to permit free-fall down the chute.

5. **Disposing Large Items.** Call Maintenance for assistance and direction.

6. **Garbage Disposal.** To avoid undesirable odors, and for sanitary reasons, use your garbage disposal for all "wet food waste".

7. **Disposing of Cigar and Cigarette Butts.** As a reminder, GLC is smoke-free in all Common and Limited Common Elements. Cigarette or cigar butts down the chute must be completely extinguished for a length of time and in a garbage bag.

8.2.4. EXTERIORS.

A. **Community Appearance- Patios/ Porches:**

1. **Patios, Balconies and Railings.** Decorative exterior lights are not to be installed on balconies. Party and Holiday lights are not allowed as decoration at any time on patios and railings.

2. **Hanging Items**. Hanging wash, rugs or any items on patios or porches is not permitted. leaning Balconies. Hosing down balconies is not permitted.

3. **Cleaning Balconies**. Hosing down balconies is not permitted

4. **Permanent Installations on Balconies and Patios**. The permanent installation of carpeting on patios and balconies is prohibited. All-weather area rugs are permitted.

5. **Patio Items**. Patio items must not protrude onto the common area.

8.2.4. EXTERIORS.

6. **Painting Restrictions.** Walls, ceilings and railings on patios or balconies must be uniform in appearance.

B. **Exterior Appearance and Balconies:**

1. **Exterior Additions.** Exterior shades, awnings, screens, window guard, ventilators, air conditioning devices and other fixtures are prohibited.

2. **Balconies and Walkways.** Nothing shall be shaken outside the condominium or swept or thrown onto walkways or grounds from the balcony. Other than approved railing planters, nothing shall be placed on or project from the balcony railings.

3. **Grilling.** Barbecuing or cooking is not permitted on balconies or any Common Elements, other than in places designated for that purpose or at least ten feet from the building.

4. **Mounting Signs and Notices.** Signs or notices of any kind must not be exposed on any part of the Common or Limited Common Elements.

5. **Uniform Window Appearance.** Window coverings facing the outside of the building shall be white or off white.

6. **Hanging Items.** Hanging garments, rugs, flags (except the United States flag) signs, displays or other items from patios, doors, windows, balconies and other facades of the Unit is prohibited.

7. **Holiday Decorations.** No Holiday decorations shall be allowed on any Common or Limited Common Element, balconies or patios.

C. **Installation of Items and Storage:**

1. **Additional Equipment.** No awnings, canopies, shutters, enclosures, windows or doors, outside radio or television antenna, satellite dishes, fixed grills or any other exterior equipment or fixtures of any kind shall be installed unless first approved by the Association.

2. **Signs.** No sign of any kind shall be displayed to the public view on or from any unit, Common Elements or Limited Common Elements, without the prior written consent of the Association.

D. **Parking, Vehicle Maintenance and Obstructions:**

1. **Car and Small Truck Parking.** Car and small truck parking is allowed in the exterior common area parking, designated spaces located in the underground indoor parking garage, or outside visitor parking areas.

8.2.4. EXTERIORS.

2. **Larger Vehicles.** No overnight parking of commercial trucks, trailers, boats, campers, recreational vehicles or other vehicles shall be allowed anywhere at any time at GLC. Parking non-operating automobiles is prohibited at GLC.

3. **Parking Access.** No person shall occupy, park or otherwise use a vehicle that would block access.

4. **Vehicle Maintenance Tasks.** No vehicle maintenance or lubrication shall be permitted anywhere in GLC, except washing of cars or maintenance performed within an owner's parking space.

5. **Miscellaneous Equipment.** No playground equipment, bicycle racks or other obstructions may be placed in the Common or Limited Common Elements except as the Association permits by rule or regulation.

GLENDALE LAKES CONDOMINIUM

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

A Community Presence

November 13, 2023

Dear Glendale Lakes Condominium Owner,

Enclosed are the 2023 Income & Expense Summary and 2024 Budget as adopted by the Board of Directors.

Please note the following Maintenance Fee schedule effective January 1, 2024;

MONTHLY MAINTENANCE FEE SCHEDULE

$450 PER UNIT PER MONTH
PAYABLE ON OR BEFORE THE FIRST DAY OF EACH MONTH

For those of you that have your bank pay your fees, please advise them to send checks to the following mailing address: Glendale Lakes Condominium, c/o Hunt Management, P.O. Box 1755, Arlington Heights, IL 60006-1755. ***Note: If you use this payment method to submit your monthly assessments, please double check the payment mailing address on your banking website app to ensure monthly assessment payments are sent to the correct mailing address as stated above. If you are currently paying via coupon and wish to do so electronically, please contact Hunt Management to get set up on ACH payments. If you currently use the coupon books, you will need to contact Hunt Management directly to order those. There will be a charge to your owner account of $15 for the coupon books.***

The Board of Directors and Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and thank you for your continued support toward this goal.

Sincerely,

HUNT MANAGEMENT INCORPORATED, AAMC
Management Company for
Glendale Lakes Condominium

Heather Sadler, CMCA, AMS
Community Association Manager

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

Phone: (262)238-1480
Fax: (262)238-1485

GLENDALE LAKES CONDOMINIUM ASSOCIATION, LTD.

Account	Description (Original)	Description (New)	2023 Budget	2023 Projected	2024 Budget
OPERATING INCOME ACCOUNTS					
INCOME					
60-60100-00	ASSOCIATION FEES	ASSOCIATION FEES	$523,800.00	$523,350.00	$523,800.00
60-60150-00	PREPAIDS	PREPAID ASSOCIATION FEES	$0.00	$2,954.51	$0.00
60-60200-00	RESERVE INCOME	RESERVE INCOME - DO NOT USE	$3,000.00	$1,000.00	$0.00
60-60400-00	LATE CHARGES	LATE CHARGES	$0.00	$200.00	$0.00
60-60500-00	GUEST SUITE FEES	GUEST SUITE FEES	$4,500.00	$6,940.00	$6,000.00
60-60525-00	MISCELLANEOUS INCOME	MISCELLANEOUS	$0.00	$120.00	$0.00
60-60550-00	RESERVE CONTRIBUTION	RESERVE CONTRIBUTION - DO NOT USE	$32,500.00	$27,698.97	$0.00
60-60750-00	DRYER HOSE REPLACEMENT	REPLACEMENT DRYER HOSE FEES	$0.00	$620.00	$0.00
INCOME ACCOUNTS TOTAL			*$583,800.00*	*$562,783.48*	*$529,800.00*
OTHER INCOME					
70-70000-00	LOAN ASSESSMENT	LOAN/SPECIAL ASSESSMENT PAYMENTS	$11,000.00	$16,449.83	$8,820.00
70-70100-00	INTEREST	RESERVE INTEREST	$0.00	$4,289.73	$2,000.00
70-70300-00	RESERVE CONTRIBUTION	RESERVE CONTRIBUTION - SPECIAL PROJECTS/CAPITAL EXPENSES			$194,108.00
		RESERVE CONTRIBUTION - INSURANCE			$34,300.00
OTHER INCOME ACCOUNTS TOTAL			*$11,000.00*	*$20,739.56*	*$239,228.00*
OPERATING INCOME ACCOUNTS TOTAL			**$574,800.00**	**$583,523.04**	**$769,028.00**

Account	Description (Original)	Description (New)	2023 Budget	2023 Projected	2024 Budget
OPERATING EXPENSE ACCOUNTS					
EXPENSES					
80-80100-00	ACCOUNTING	BUSINESS - ACCOUNTING	$250.00	$293.36	$350.00
80-80200-00	LEGAL	BUSINESS - LEGAL	$500.00	$0.00	$500.00
80-80300-00	MANAGEMENT	BUSINESS - MANAGEMENT COMPANY CONTRACTS	$31,000.00	$31,000.00	$32,200.00
80-80400-00	POSTAGE/PRINTING/FAX/SUPPLIES	BUSINESS - MANAGEMENT COMPANY EXPENSES	$1,000.00	$671.99	$1,250.00
80-80425-00	CABLE & INTERNET	UTILITIES - CABLE & INTERNET	$4,300.00	$3,530.40	$3,600.00
80-80475-00	PHONE	UTILITIES - PHONE	$4,000.00	$8,317.11	$7,800.00
80-80505-00	GUEST SUITE - CLEANING	BUILDING - CLEANING - GUEST SUITE	$2,000.00	$1,986.64	$2,500.00
80-80525-00	WATER SEWER	UTILITIES - WATER & SEWER	$46,000.00	$41,116.96	$45,000.00
80-80550-00	GAS	UTILITIES - GAS	$10,000.00	$9,238.83	$12,500.00
80-80575-00	ELECTRIC	UTILITIES - ELECTRIC	$32,000.00	$28,342.68	$30,000.00
80-80600-00	MAINTENANCE - PAYROLL	BUSINESS - PAYROLL - MAINTENANCE STAFF	$40,000.00	$38,323.08	$41,200.00
80-80610-00	PAYROLL TAXES	BUSINESS - TAXES - EMPLOYER PAYROLL	$5,000.00	$4,634.25	$5,000.00
80-80625-00	ADMINISTRATIVE PAYROLL	BUSINESS - PAYROLL - ADMINISTRATIVE STAFF	$16,700.00	$16,227.53	$17,200.00
80-80635-00	ADMINISTRATIVE EXPENSES GLC	SUPPLIES - ADMINISTRATIVE DEPT	$2,500.00	$2,914.89	$2,000.00
80-80655-00	GARAGE REPAIRS	GARAGE REPAIRS - DO NOT USE	$4,000.00	$7,584.92	
80-80675-00	GARAGE MAINTENANCE	GARAGE MAINTENANCE - DO NOT USE	$2,200.00	$2,783.36	
80-80700-00	JANITORIAL	BUILDING - CLEANING - COMMON AREAS	$29,000.00	$30,172.58	$36,000.00
80-80725-00	BUILDING REPAIRS	BUILDING - GENERAL - REPAIRS	$13,200.00	$11,612.96	$20,000.00
80-80730-00	BUILDING MAINTENANCE	BUILDING - HVAC & CO - MAINTENANCE/CONTRACTS	$5,000.00	$8,348.20	$3,600.00
		BUILDING - HVAC & CO - REPAIRS			$1,500.00
		BUILDING - DRYER VENT SYSTEM - MAINTENANCE/CONTRACTS			$4,000.00
		BUILDING - DRYER VENT SYSTEM - REPAIRS			$1,500.00
80-80750-00	CLEANING SUPPLIES	SUPPLIES - CLEANING	$1,500.00	$3,481.35	$3,500.00
80-80800-00	HOLIDAY SUPPLIES	SUPPLIES - DECORATIONS	$250.00	$83.36	$250.00
		SUPPLIES - GUEST SUITE			$500.00
80-80900-00	MAINTENANCE - SUPPLIES	SUPPLIES - MAINTENANCE DEPT	$10,000.00	$6,952.92	$8,000.00
80-81000-00	ELEVATOR	BUILDING - ELEVATOR REPAIRS	$3,000.00	$5,840.96	$1,000.00
80-81050-00	ELEVATOR MAINTENANCE	BUILDING - ELEVATOR - MAINTENANCE/CONTRACTS	$3,000.00	$1,000.00	$5,000.00
80-81100-00	FIRE PROTECTION	BUILDING - FIRE PROTECTION - MAINTENANCE/CONTRACTS	$2,625.00	$4,648.43	$6,000.00
		BUILDING - FIRE PROTECTION - REPAIRS			$4,000.00
80-81200-00	RUBBISH	BUILDING - RUBBISH & RECYCLING - MAINTENANCE/CONTRACTS	$8,000.00	$8,679.14	$9,600.00
80-81300-00	EXTERMINATION	BUILDING - EXTERMINATION - MAINTENANCE/CONTRACTS	$1,300.00	$1,161.36	$1,300.00
80-81400-00	LANDSCAPING	GROUNDS - LANDSCAPE - MAINTENANCE/CONTRACTS	$17,500.00	$22,966.94	$18,000.00
80-81410-00	TREE CARE	GROUNDS - TREE - MAINTENANCE/CONTRACTS	$6,000.00	$14,164.15	$7,000.00
		GROUNDS - TREE - REPAIRS			$8,000.00
80-81420-00	IRRIGATION(EXT. SPRINKLERS)	GROUNDS - IRRIGATION - MAINTENANCE/CONTRACTS	$1,000.00	$817.01	$1,000.00
		GROUNDS - IRRIGATION - REPAIRS			$500.00
80-81425-00	LAWN CARE	GROUNDS - LAWN - MAINTENANCE/CONTRACTS	$14,285.00	$14,848.96	$21,000.00
		GROUNDS - LAWN - REPAIRS			$100.00
80-81450-00	POND	GROUNDS - POND - MAINTENANCE/CONTRACTS	$4,000.00	$5,197.30	$3,200.00
		GROUNDS - POND - REPAIRS			$300.00
80-81500-00	SNOW REMOVAL / SALTING	GROUNDS - SNOW REMOVAL & SALTING	$21,000.00	$19,986.04	$23,000.00
80-81600-00	INSURANCE	INSURANCE - POLICY PREMIUMS	$40,000.00	$40,181.86	$50,000.00
80-81700-00	MISCELLANEOUS	MISCELLANEOUS	$0.00	$1,241.18	$0.00
80-81800-00	RESERVE CONTRIBUTION	BUSINESS - RESERVE CONTRIBUTION	$149,090.00	$149,090.00	$90,750.00
		BUSINESS - INSURANCE PAYMENTS TO RESERVE			$34,300.00
80-82100-00	EXERCISE ROOM	BUILDING - EXERCISE ROOM - MAINTENANCE/CONTRACTS	$0.00	$1,458.26	$1,500.00

		BUILDING - EXERCISE ROOM - REPAIRS			$500.00
80-82200-00	INCOME TAX	BUSINESS - TAXES - INCOME	$100.00	$33.36	$100.00
80-83500-00	DEBT SERVICE	DEBT SERVICE - DO NOT USE	$0.00	-$2,467.94	$0.00
80-86000-00	SA FUNDS TO RESERVE	BUSINESS - LOAN/SPECIAL ASSESSMENT PAYMENTS TO RESERVE	$11,000.00	$13,949.28	$8,820.00
EXPENSE ACCOUNTS TOTAL			*$542,300.00*	*$560,413.66*	*$574,920.00*
SPECIAL PROJECTS					
90-90100-00	CANOPY REPAIRS	CANOPY	$20,000.00	$0.00	$0.00
90-90150-00	EXTERIOR PAINTING	PAINTING - EXTERIOR			$7,500.00
90-90325-00	ASPHALT	ASPHALT	$8,000.00	$0.00	$0.00
90-90400-00	PARKING LOT	PARKING LOT - DO NOT USE	$0.00	$6,427.00	$0.00
90-90550-00	LANDSCAPING	LANDSCAPE	$0.00	$15,618.84	$11,800.00
		POND/FOUNTAIN			$10,500.00
90-91050-00	HALLWAY CARPET	CARPET			$15,000.00
90-91700-00	ELEVATOR	ELEVATOR			$125,000.00
90-91800-00	DECK REPLACEMENT	DECK	$0.00	-$6,050.00	$0.00
		LEGAL			$5,000.00
90-95000-00	LOAN PRINCIPAL	LOAN/SPECIAL ASSESSEMENT PRINCIPAL PAYMENTS	$0.00	$10,726.89	$13,028.00
90-95100-00	LOAN INTEREST	LOAN/SPECIAL ASSESSEMENT INTEREST PAYMENTS	$0.00	$1,612.81	$1,780.00
90-99000-00	RESERVE STUDY	RESERVE STUDY	$4,500.00	$0.00	$4,500.00
SPECIAL PROJECTS TOTAL			*$32,500.00*	*$28,335.54*	*$194,108.00*
EXPENSE ACCOUNTS TOTAL			$574,800.00	$588,749.20	$769,028.00
OPERATING EXPENSE ACCOUNTS NET			$0.00	-$5,226.16	$0.00

Account	*Description (Original)*	*Description (New)*	*2023 Budget*	*2023 Projected*	*2024 Budget*
RESERVE ACCOUNTS					
00-10050-00	ENTERPRISE BANK RESERVE	ENTERPRISE BANK RESERVE	$265,211.00	$336,561.00	$233,203.00
00-10250-00	BARRINGTON	BARRINGTON BANK RESERVE	$9,000.00	$13,500.00	$13,500.00
RESERVE ACCOUNTS TOTAL			$274,211.00	$350,061.00	$246,703.00

GLENDALE LAKES CONDOMINIUM

DISCLOSURE MATERIALS

SECTION G

MANAGEMENT OR EMPLOYMENT CONTRACTS

Condominium and
Homeowners' Association
Management Agreement

ASSOCIATION: GLENDALE LAKES CONDOMINIUM

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at 1600 W. GREENTREE ROAD, GLENDALE, WISCONSIN

Beginning AUGUST 1, 2006 AND ENDING JULY 31, 2007

This agreement (the "Agreement") is made and entered into this _____ day of JULY, 2006, by and between the unit owners' association known as GLENDALE LAKES CONDOMINIUM (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as GLENDALE LAKES located at 1600 W. GREENTREE ROAD, GLENDALE, WISCONSIN (the "Property"), and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ONE (1) year, beginning AUGUST 1, 2006, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the FIFTEENTH (15TH) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

2.3 PREPARATION OF ANNUAL BUDGET

NINETY (90) days prior to the beginning of each fiscal year, which begins on JANUARY 1ST , Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year. NO BUDGET SHALL BE EFFEECTIVE UNLESS AND UNTIL APPROVED BY THE BOARD.

2.4 SUBMISSION OF ANNUAL REPORT

Within THIRTY (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including LANDSCAPE MAINTENANCE, SNOW CLEARING, BUILDING MAINTENANCE & REPAIR, ETC.

2.6 EMPLOYMENT OF PERSONNEL

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property. IT IS UNDERSTOOD THAT AGENT WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN. AGENT WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: EMPLOYMENT, UPGRADING, PROMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP.

2.7 PAYMENT OF EMPLOYMENT TAXES

Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

2.8 UTILITIES AND SERVICES CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association, AND IN ACCORDANCE WITH THE APPROVED BUDGET, such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

2.9 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the COMMON AREAS OF THE Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation OF THE COMMON AREAS of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.10 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.11 OTHER SPECIFIC SERVICES OF AGENT

TO BE NEGOTIATED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any

nonrecurring contractual obligation exceeding $500.00, without the prior consent of the Association through the Board. HOWEVER, no such consent shall be required to repay any advances made by Agent under the terms of section 5 FOR BUDGETED EXPENDITURES. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or IMMEDIATE DANGER TO property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts (EXCEPTING THOSE ACCOUNTS DESIGNATED AS 'RESERVES' FOR WHICH DIRECTORS / OFFICERS SHALL BE SIGNATORIES). Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within THIRTY (30) days after such sums have become due, shall bear interest at the rate of 12% per annum. AGENT CAN NOT ADVANCE MONEY WITHOUT CONSENT OF THE BOARD.

5.4 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by AGENT.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE (1) regular meeting of the Board each month and the annual meeting of the Association SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A $75.00 PER HOUR CHARGE SHALL ACCRUE. Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent $75.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3)

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board MAY, FROM TIME TO TIME, designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints VICE PRESIDENT as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below. NOTHING HEREIN SHALL IMPOSE ANY OBLIGATION UPON ASSOCIAITON FOR THE WILFULL OR INTENTIONAL MISCONDUCT OF AGENT.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety

of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of $1,400.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association,

shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AS REQUIRED

9.3 FOR OTHER SERVICES

MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARINGS, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENTS SERVICE TO ASSOCIATION - $75.00 PER HOUR. (UNLESS DISPUTE IS BETWEEN ASSOCIAITON AND AGENT)

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association RELATING TO THE PROPERTY as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property. NOTHING HEREIN SHALL IMPOSE ANY OBLIGATION UPON ASSOCIAITON FOR THE WILFULL OR INTENTIONAL MISCONDUCT OF AGENT.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insureds, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The

Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of SIXTY (60) days' written notice to Agent before any cancellation of or changes to said policies.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. HOWEVER, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of $500.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of $500.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

Within thirty (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted

or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Section 12 TERMINATION BY THE ASSOCIATION OR AGENT; CANCELLATION FEE

The Association OR AGENT may cancel this Agreement at any time on not less than SIXTY (60) days prior notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies

due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent 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, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

ction 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of WISCONSIN. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

HUNT MANAGEMENT INCORPORATED

10520 N. BAEHR ROAD, SUITE q

MEQUON, WISCONSIN 53092

(OR CURRENT LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board

(CURRENT LEGAL ADDRESS)

21.3 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 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 except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this _____ day of JULY, 2006.

Witnesses:

_____

_____

_____

Board:
GLENDALE LAKES CONDOMINIUM

_____

_____

_____

Agent:

Firm HUNT MANAGEMENT INCORPORATED

_____
Submitted by

By _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

_____

(Name)

_____

(State whether individual, partnership, corporation, etc.)

located at _____

has made, constituted, and appointed, and, by these presents does hereby make, constitute, and appoint, _____

a resident of the United States, whose address is _____

_____

(its) true and lawful attorney for (it)(me) in (its)(my) name, place, and stead to execute and to file any Tax Returns due on or after _____

_____ under the provisions of the Social Security Act, now in force or future amendments thereto.

Dated at ____ this ___ day of _____, 19__.

_____

Signature of Taxpayer

_____

Title

Executed in the presence of:

_____

Signature of Taxpayer

_____

Title

_____ _____

Witness Signature of Taxpayer

_____ _____

Witness Title

Acknowledged before me this ___ day of _____, 19____.

NOTARIAL SEAL

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This is a Standard Form of the Institute of Real Estate Management of the NATIONAL ASSOCIATION OF REALTORS®, 430 North Michigan Avenue, Chicago, Illinois. When placing orders specify Condominium and Homeowners' Association Management Agreement Form No. 988.

DISCLAIMER: This Condominium and Homeowners' Association Management Agreement form is published as a service to property managers, and an explanation of its various provisions is available separately. The publisher is not engaged in rendering legal, accounting, or other professional service. Because of varying state and local laws, competent legal or other advice should be secured before using this form.

Dec-22-03 15:55 From-

WASTE MANAGEMENT

New Contact 414-

NON HAZARDOUS WASTES

T-831 P.002/002 F-323

SIC Code

Type of Business

WASTE MANAGEMENT INCORPORATED
W124 N8925 BOUNDARY ROAD
MENOMONEE FALLS, WI 53052
10627 SOUTH 27TH STREET
FRANKLIN, WI 53132
PHONE 262-251-4000 FAX 262-251-7267

RON

Trash 2X/week

WM 1434278

CUSTOMER ACCOUNT NO. 477-91883

REASON CODE D I S

EFFECTIVE DATE 1/1/04

Contract maybe Terminated on sale of property

ACCOUNT NAME Glendale Lakes

SERVICE ADDRESS 1600 Green Tree Rd.

CITY, ZIP Glendale, WI 53209

COUNTY/PARISH

TEL # 414 351 2787 FAX #

CONTACT Ron Bifeel

BILLING NAME Nenkin + Associates

BILLING ADDRESS PO Box 1706

CITY, ZIP Milwaukee, WI 53201

COUNTY/PARISH

TEL # 414 351 2787 FAX #

CONTACT David Nenkin

EQUIPMENT/SERVICE SPECIFICATIONS

Lot.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route No.	Charge(s)
1W		8	1gm	Comm			1X wk		Mon. Tues. Wed. Thur. X Fri. Sat. Sun.	$ 84.86
		2	2RY	PLC			1X wk		Mon. Tues. X Wed. Thur. Fri. Sat. Sun.	$ 40.85
		2	2RL	Trash			2X wk		Mon. X Tues. Wed. Thur. X Fri. Sat. Sun.	$ 100.00
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	$
Map Code / Driver Notes:										Total $ 225.71
AS		8	1gm	Comm			1X wk		Mon. Tues. Wed. Thur. X Fri. Sat. Sun.	$ 84.84
		2	2RY	PLC			2X wk		Mon. Tues. X Wed. Thur. Fri. X Sat. Sun.	$ 80.85
		2	2RL	Trash			2X wk		Mon. X Tues. Wed. Thur. X Fri. Sat. Sun.	$ 141.35
									NET CHANGE	$ -81.35

SPECIAL INSTRUCTIONS **WM 1434278**

1 month free No PI for 1 year max PI of 3% in yrs 2, 3, 4, + 5

CUSTOMER DEPOSIT

RENEWABLE

TERM 5 years

P.O. NUMBER

JOB NUMBER

RECEIPT REQUIRED? N (Y/N)

BILL TO ACCT #

TAXABLE N (Y/N)

DISPOSAL SITE

SCHEDULE OF CHARGES

Service Charge per Month	$
Casters/Locks	$
Extra Pick-up Charges	
Per Lift	$
Per Yard	$
Per Ton	$
Hauling per Load	$
Disposal per Ton	$
Disposal per Load	$
Total per Load	$
Delivery Charge	$
Scheduled Charge	$
Removal Charge	$
Trip Charge	$
Franchise Fees	$
Minimum Charge per Month	$

+TAX

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: NET 10 DAYS

CUSTOMER

(AUTHORIZED SIGNATURE)

(TITLE) (DATE)

NAME (PRINT OR TYPE)

CONTRACTOR

(AUTHORIZED SIGNATURE)

#40 12/22/03

TERRITORY NUMBER (DATE)

OFFICE

8051-SRC (Rev 02/01)

Performance
Elevator Consulting, LLC.

Post Office Box 464
Mequon, WI 53092-0464
Voice/Fax: 262-242-3077
Mobile No: 262-853-1054
E-mail: PerformElevCons@wi.rr.com

INSPECTION SERVICES PROPOSAL AND ACCEPTANCE

Performance Elevator Consulting, LLC. (Inspector) proposes to perform elevator Inspection Services, as detailed, for Client of:

Glendale Lakes
1600 W. Green Tree Rd.
Glendale, WI 53209

Equipment: (2) Alltech hydraulic passenger elevators
State Reg. 20129-20133

Proposal No. 2
Perform periodic inspections of the scheduled elevators on an annual basis per the requirements set forth in Chapter Comm 18 of the Wisconsin Administrative Code.

- *Inspection*: Performance Elevator Consulting, LLC. certifies that all routine inspections shall be made by an Inspector certified by the Wisconsin Department of Commerce.
- Reinspection: Equipment found to be in noncompliance will be reinspected at additional cost to obtain compliance with the provisions of Comm 18.
- *Inspection Report*: An inspection report will be filed with the Department of Commerce within 10 business days after the inspection. A copy of each inspection report will also be provided to Client. The report shall identify items of noncompliance. Every item which is listed on the inspection report as being out of compliance shall be corrected on or before the compliance date stated on the report.
- *Compliance with Orders*: If a certified Inspector is unable to obtain compliance with Comm 18.1015, the Inspector shall notify the Department of Commerce. If it becomes necessary for the Department to conduct inspections, a fee will be charged for each inspection.

Upon returning a signed copy of this proposal, Performance Elevator Consulting, LLC. will notify the Department, who will forward the elevator inspection report forms to Inspector, when due. Inspector will contact you to schedule inspections upon receipt of elevator inspection reports.

Price to provide Inspection services, during regular working hours:
Per elevator $70.00

This agreement when signed by Client and by Performance Elevator Consulting, LLC., including the terms and conditions set forth on the back which are incorporated herein and expressly made a part hereof, shall constitute exclusively the contract between the parties, and all prior representations or agreements not incorporated herein are superceded.

Signed and Accepted by Client

Client Glendale Lakes Apt.

Signature _____

Name/Title General Partner

Date 6/2/05

Performance Elevator Consulting, LLC.

By _____
Paul S. Rosenberg
President

Date May 31, 2005

Terms and Conditions

Client represents that they have legal authority to execute this Proposal.

This Proposal is subject to withdrawal or change. Notice will be given to Client of change in price prior to performing Inspection Services. Client has the right to terminate this agreement with a sixty (60) day written notice, and this agreement shall remain in effect until cancelled in writing by either party.

In the event the Client's acceptance is in the form of a Purchase Order or other document, the provisions, terms, and conditions of this Proposal shall govern in the even of conflict.

Consultant warrants that it has the certification to perform the Inspection Services, as contemplated by this Proposal, and that it will perform the Inspection Services in a professional and competent manner, and makes no other representations and warranties, whether expressed or implied.

Inspector's cumulative liability, if any, to Client for any and all claims whatsoever related to the Inspection Services or this Proposal, including, but not limited to any cause of action sounding in contract, tort, or strict liability, will not exceed the total amount of all Inspection fees paid to Inspector by Client under this Proposal with respect to the defective or nonconforming service.

You agree to provide access to the equipment. No liability for the use, operation, management or control of the equipment is assumed by Performance Elevator Consulting, LLC.

Client agrees to pay Performance Elevator Consulting, LLC. 100% upon the delivery of the Inspection Reports, and due within thirty (30) days after date of invoice.

If timely payment is not made, Inspector shall be entitled to a service charge of 1.5% per month on all past due amounts, plus all costs of collection, including reasonable attorney's fees.

ALLTECH ELEVATOR INC.
309 Wilmont Dr. • Waukesha, WI 53189 • (262) 524-8583 • FAX 524-1098

COMPLETE (FULL) MAINTENANCE SERVICE

CUSTOMER

Nankin & Associates
P.O. Box 1206
Milwaukee, WI 53201

BUILDING

Glendale Lakes Apartments
1600 West Green Tree Road
Glendale, WI 53209

Alltech Elevator Company, Inc. hereinafter referred to as Company agrees to furnish Complete Maintance service on the equipment described below: State Reg. No. 20129/20133

Service will begin **Extension of Existing Contract** and continue thereafter until this agreement is terminated. Agreement may not be terminated prior to a five year period. If contract is terminated a $5,000.00 deduct from controller upgrades will become null, and balance will be due. However, the Owner may by written notice to Alltech, terminate this agreement if Alltech materially fails to perform any of the substantive obligations under the agreement, and does not cure such failure within thirty (30) days after receipt of such written notice specifying in detail such failure. There shall be no automatic renewal of the agreement for an additional five-year term. After the initial five-year period the agreement will remain in full force and effect on a month-to-month basis with 30 day written notice of termination required by either party.

Company will furnish this service for the sum of **$150.00 monthly per elevator, $300.00 total**, payable upon presentation of invoice. Rate to be adjusted annually based on increase of labor costs and material increases.

ALLTECH ELEVATOR INC. AGREES:

- To perform service using trained qualified personnel.
- To clean, lubricate, and perform adjustments on the elevator equipment specified above on on at least a monthly basis. Repair or replace worn or defective components:

ELEVATOR:

Hydraulic Elevators: Pump, Motor, Valves and component parts thereof, including bearings, magnet coils, drive belts, packing, seals, muffler and above ground piping.

Controlier, Selector, Dispatch Panel and component parts thereof, including all relays, contactors, resistors, capacitors, contacts, timing devices and solid state components, electronic starter, emergency loweing system including batteries.

Power Door Operator, Hoistway Door Interlocks and component parts thereof, including door protective devices, contacts, door hangers and track, closures and door gibs, door restrictors, door operator components and drive.

Hoistway Switches including slowdown switches, leveling switches, limit switches and associated cams and vanes and landing system.

Car, car frames, platform, guide shoes and lubrication of guide rails, buffers, traveling cables, and other hoistway devices.

Fixtures including car and corridor operating stations, position indicators, hall lanterns, switches, key switches and alarm bell, emergency lighting and battery, ADA phone.

ALLTECH ELEVATOR INC. CALL BACK SERVICE:

To furnish the following type of call back service:

- **We will provide 8 hour call back service during our normal working hours.**
  (Regular working hours 8:00 AM - 4:30 PM (Monday thru Friday) Should call back service be required other than our regular hours, our overtime premium rate will prevail.

This hourly rate [illegible] by me at NOON, JAN 25th as per orders from Paul Rosenberg

ALLTECH ELEVATOR INC.

309 Wilmont Dr. • Waukesha, WI 53189 • (262) 524-8583 • FAX 524-1098

Work Classification	Regular Time	Overtime premium	OT Repair premium
Mechanic	$ 65.00	$ 97.50	$130.00
Helper	$ 55.00	$ 82.50	$ 110.00

Rate to be adjusted annually based on increase of labor costs.

GENERAL CONDITIONS:

1. This contract between ALLTECH ELEVATOR INC., hereinafter referred to as the "Company", and the Owner, shall apply only to service, repairs or renewals herein covered which are necessitated by wear and tear in the ordinary and usual operation of the equipment, and the Company shall not be liable for such service, repairs or renewals made necessary by negligence, accident, or misuse of equipment or due to any other cause beyond its control, unless due to the neglect, misuse etc. by Alltech Elevator, Inc. employees.

2. No work, service or liability on the part of the company other than that specifically mentioned herein is included or intended. This contract shall constitute the entire agreement between the parties and all prior representations or agreements whether written or oral, are merged herein.

3. In the event the Owner shall fail to observe and perform the conditions and provisions of this contract on his part to be performed, or to pay all sums due to the Company pursuant thereto, or to pay when due to the Company all sums for materials and services furnished upon the equipment at the request of the Owner in addition to the services and materials required to be furnished by the Company under the terms of this contract, then the Company shall have the right to terminate this contract upon written notice to the Owner. In the even of payment default by the Owner and this contract being referred to any attorney for collection, the Owner promises to pay the Company a sum equal to all costs and expenses thereof, including any attorney's fee for necessary court process of collection.

4. The Owner agrees that (except during periods of the inspection and work required by the terms of this contract, when and if the Company's employees actually take charge of the equipment), the control over the management, inspection and operation of the equipment is and remains the full and sole responsibility of the Owner, and that the Owner will immediately shut down and remove any equipment from service when owner is made aware that it appears to be unsafe or operating in a manner which might cause injury to anyone using said equipment and it will give the Company reasonable notice of any accident, alteration or change affecting the equipment covered by this contract and any change of ownership.

5. This contract shall be assignable by either party only with the written consent of the other party.

6. The owner shall hold ALLTECH ELEVATOR INC. harmless and indemnify us from any damage resulting from your failure to perform your responsibility as owner, lessee, possessor or custodian including but not limited to, the cost of defending any action filed against ALLTECH ELEVATOR INC. directly or indirectly involving equipment covered by this agreement, plus a reasonable attorney's fee for the defense of the action filed against us. The Owner shall at times and at its own cost, maintain valid insurance coverage for comprehensive bodily injury and property damage caused by the ownership, use or operation of the equipment described herein.

7. The Company shall not be held responsible or liable for any loss, damage, detention, or delay caused by strikes, lockouts, fire, explosion, theft, lightning, windstorms, earthquakes, floods, riots, civil commotion, malicious mischief, acts of God; or by any cause beyond reasonable control, whether or not the same is herein specified, and in any event it shall not be liable for consequential damages is authorized. Alltech is to keep the time that both elevators are shutdown to an absolute minimum, and schedule out-of-service periods in advance with management.

8. This service is not intended as a guarantee against failure of malfunction at any time. It's purpose is to reduce wear and prolong the useful life of moving parts through proper maintance; make needed repairs to correct existing malfunctions or potential malfunctions where such can be determined by reasonable examination methods, and to be on call to make such repairs if and when a failure shall occur.

9. Alltech shall include all labor, transportation, tools and equipment, replacement parts, lubricants and cleaning supplies (other than hydraulic oil), employee safety equipment and training, supervision, product education and training, and other work or material to perform maintenance under this Complete Maintenance agreement, whether or not expressly stated.

ALLTECH ELEVATOR INC.
309 Wilmont Dr. • Waukesha, WI 53189 • (262) 524-8583 • FAX 524-1098

All work shall comply with all Elevator Code requirements in effect, currently the Wisconsin Administrative Code Chapter Comm 18 (revision effective 4/1/2004), and ASME A17.1-2000 and their successor codes when adopted during the term of this agreement.

10. Alltech shall keep and maintain all maintenance documentation on site, including:
    - Maintenance records per A17.1-2000 Section 8.6.1.4
    - Updated wiring diagrams per A17.1-2000 Section 8.6.1.6.3(a)
    - Oil usage record per A17.1-2000 Section 8.6.5.7 and Comm 18.1708(2)
    - Record of Firefighters' Emergency Operation testing per A17.1-2000 Section 8.6.10.3

ITEMS NOT COVERED:

We assume no responsibility for the following items of elevator equipment which are not included under this Agreement: Elevator: Car enclosure (including removable panels, door panels, car gates, hung ceilings, light diffusers, light tubes, handrails, mirrors and carpets); hoistway enclosure, hoistway doors, frames and sills, cylinders, plungers, oil return system and buried piping. Smoke detector system. Building power supply prior to disconnect in elevator machine room. Hydraulic oil media is not included.

CUSTOMER AGREES:

- To provide us with full and free access to the equipment for performance of service thereon.
- Agrees to keep the elevator pit(s) and machine room(s) free from water and to not use these areas for storage.

It is expressly understood, in consideration of our performance of the service described above at the price stated that nothing in this contract shall be construed to mean that ALLTECH ELEVATOR INC. assumes any liability on account of accidents to persons or property except those due to negligent acts or omissions of ALLTECH ELEVATOR INC. or its employees; and that the owner's responsibility for accidents to persons or property while riding on or being in or about the equipment referred to; is in no way affected by this contract.

ALLTECH ELEVATOR INC.

_____

Date: _____

Accepted in duplicate:

_____

Date: 1/27/05

Guetzke & Associates, Inc.
Engineered Life Safety Systems
Fire Security Intercom Alarm Systems
Complete Sales & Service

TEL: 262.548.0100 FAX: 262.548.3710

Proposal 06SD-4023
Date 16-Jan-2006
Proposal valid for sixty (60) days from above date.

Name	Glendale Lakes Apts (condos)
Name c/o	Ron
Address	1600 W. Greentree Rd.
City, ST, ZIP	Glendale, WI 53217
TEL:	(414) 351-2727
FAX:	(414) 351-0477

Guetzke & Associates, Inc. proposes to furnish all materials and labor necessary for the completion of:

Annual Test & Inspection of Fire Alarm System at above address to include cleaning of one hundred percent of all smoke detectors each year.

	Test and Inspection Service Does not fully meet State of WI requirements - sensitivity testing requirements not met.	$ 480.00 per year
ADD:	Sensitivity Testing, per NFPA72 Alternate 50% each year	$ 90.00 per year

$ 570.00 Annual Cost
All prices not including tax.

THIS IS NOT AN INVOICE. PLEASE DO NOT SEND PAYMENT.

NOTES:
Service to include cleaning (as applicable), test, and inspection of all fire alarm devices. Services to be performed in accordance with manufacturer's instructions and in accordance with all applicable NFPA standards and codes. Testing performed in accordance with NFPA and UL standards and listings.

See Service Agreement Terms and Conditions for additional terms and conditions.

PROPOSAL TERMS:
Material and labor as required in accordance with above specifications
For the sum of: $ 570.00 plus tax
Payment terms: NET 30

Steven J. DeTroye
Authorized Representative of Guetzke & Associates, Inc.

Authorized Signature

1-16-06
Date of Acceptance

Acceptance of Proposal:
The above prices are satisfactory and are accepted. Guetzke & Associates, Inc. is hereby authorized to complete this contract as specified. Payment will be made as outlined within this contract. By signing below I agree to the Test & Inspection Service Agreement Terms and Conditions.

Company Name (if applicable)

Glendale Lake

Authorized Signature

1/15/06
Date of Acceptance

SERVICE AGREEMENT TERMS AND CONDITIONS

1. This agreement between GUETZKE & ASSOCIATES, INC., hereafter known as ALARM CO. and SUBSCRIBER, as identified on proposal of service.
2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The local protective system at SUBSCRIBER'S premises is not the property of ALARM CO. and said system is to be kept in working order by SUBSCRIBER. ALARM CO. cannot be responsible at any time for its working condition or any failure of same.
4. Acceptance of SUBSCRIBER's purchase order is expressly made conditional on SUBSCRIBER's assent to the terms and conditions set forth herein, which are in lieu of any additional or different terms contained in SUBSCRIBER's purchase order or other document or oral statement of SUBSCRIBER or ALARM CO. concerning SUBSCRIBER's order of the goods. Should there arise a conflict of terms or conditions between this agreement and a purchase order this agreed that this contract shall be supreme and binding.
SUBSCRIBER consents to these terms and conditions by receipt of this acknowledgement without prompt written objection to it, or by acceptance of all or any part of the goods or services ordered. As used herein, the term "goods" shall mean the materials, supplies, articles, equipment, structure, work, and services furnished by ALARM CO. and described on the face hereof, in the attachments, schedules, or other writings connected hereto or by reference made a part hereof.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this agreement which are authorized or imposed by any governmental body or other organization.
7. SUBSCRIBER shall make all payments within thirty (30) days of the invoice date. If SUBSCRIBER fails to pay all or any portion of the installment, ALARM CO. may, at its option, terminate the contract, in which event ALARM CO. will be obligated to perform no additional work until paid in full.
8. SUBSCRIBER is responsible for all taxes, assessments, duties, license fees and the like. The price of goods is subject to escalation if SUBSCRIBER delays or interrupts the progress of work or shipment of goods, modifies, with ALARM CO. consent, the goods or work to be done, or SUBSCRIBER or its subcontractors request or cause overtime or premium work to be performed by ALARM CO. Labor prices quoted assume a normal 5-day, 40 hour workweek. Special expenses such as installation or rental of lifts or other equipment or charges associated with off-premise alarm connections shall be borne by SUBSCRIBER unless ALARM CO. agrees in writing prior to work being commenced.
9. Where ALARM CO. is to install, inspect, test, or supervise the installation of goods, SUBSCRIBER shall provide ALARM CO. with free access to all locations required by ALARM CO. during installation, inspection, testing or supervision. ALARM CO. personnel are instructed not to perform any work in hazardous locations until working conditions have been made safe in the sole judgement of ALARM CO. Any time lost or additional time required due to waiting for access, completion of supplementary or preparatory work is the responsibility of SUBSCRIBER and may result in additional fees.
10. Although ALARM CO. engineers its goods and services generally to meet the requirements of approving agencies, approval in any specific instance (including by contract) by such agencies, and/or any third parties is not guaranteed by seller in view of unusual conditions and individual interpretations which may occur. Accordingly, ALARM CO. accepts no liability in the event approval of the goods or services is denied, unless the contrary expressly appears on the proposal and final agreement of which these terms and conditions are a part.
11. SUBSCRIBER agrees that ALARM CO's liability whether in contract, in tort, under any warranty, in negligence of otherwise, shall not exceed and buyer's remedy or damages shall be limited to, the return of the amount of purchase price paid. Under no circumstances shall ALARM CO. be liable for consequential or special damages. SUBSCRIBER acknowledges that ALARM CO. is not an insurer and that the price stated for the goods and services is based upon and in consideration of limiting ALARM CO's liability. SUBSCRIBER assumes responsibility for and agrees to hold ALARM CO. harmless from all actions, contract or other duty assumed by or the responsibility of SUBSCRIBER or any third party engaged by SUBSCRIBER in connection with goods. SUBSCRIBER agrees to give ALARM CO. prompt notice, confirmed in writing within thirty days of discovery, or all actions, claims, losses, accidents, malfunctions, or damages arising out of the sale, installation, operation or failure of the goods. Any cause of action arising out of SUBSCRIBER's order or concerning the goods or services, whether on contract or tort, or otherwise, must be filed within twelve months after the date of shipment of goods or receipt of service as evidenced by ALARM CO's invoice or failing receipt.
12. All questions relating to the validity, interpretation, or performance of this contract shall be determined in accordance with the laws of the State of Wisconsin.
13. Any additions or amendments to SERVICE AGREEMENT TERMS AND CONDITIONS must be signed by both parties. No verbal agreements shall alter the above order.
14. The term of this contract shall be two (2) years from date of acceptance, and shall be automatically renewed each year thereafter until terminated by any party on at least thirty (30) days written notice being given to the other party.
15. The costs for services shall be as outlined on proposal included herein. This may be increased by ALARM CO. as to any renewal term. Should SUBSCRIBER not accept the price increase, SUBSCRIBER may decline service in writing within fifteen (15) days of invoice date, in which case contract is terminated. SUBSCRIBER shall make all payments within thirty (30) days of the invoice date. If SUBSCRIBER fails to pay all or any portion of the installment, ALARM CO. may, at its option, terminate the contract, in which event ALARM CO. will be obligated to perform no additional work.
16. ALARM CO. makes no warranties or representations, express or implied, including without limitation, warranties of merchantability and warranties of fitness for a particular purpose as to any services or goods which are furnished by ALARM CO. No promise not contained herein or affirmation of fact made by any employee, agent, or representative of ALARM CO. shall constitute a warranty by the ALARM CO. or give rise to any liability or obligation.

SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS ADDENDA

17. The sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. The use of DSL or other broadband telephone service may prevent a subscriber's system from transmitting alarm signals to EMERGENCY 24's Monitoring Receiving Facility. DSL service should be installed on a telephone line that is not used for alarm signal transmission. Immediately after the installation of DSL or other broadband service, the subscriber must test the system's signal transmission with EMERGENCY 24's Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the MONITORING CALL LIST and/or subscriber data received by EMERGENCY 24 from ALARM CO. or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist. EMERGENCY 24 accepts new subscriber information only from the ALARM CO. EMERGENCY 24 accepts changes to current subscriber information with proper identification and passcodes from the ALARM CO. or its representative(s), and the subscriber or the subscriber's representative(s). EMERGENCY 24 accepts new subscriber data or changes to subscriber monitoring data via: written documents sent or delivered to EMERGENCY 24; facsimile documents; proprietary interactive software data exchanges; internet software data exchanges; email; and verbal telephone communication.
18. That this agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
19. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
20. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
21. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss occasioned by misfeasance in the performance of the services under this contract or for any loss or damage sustained through burglary, theft, robbery or other cause or any liability on the part of EMERGENCY 24 by virtue of this Agreement or because of the relation hereby established. If there shall notwithstanding the above provisions at any time be or arise any liability on the part of EMERGENCY 24 by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of EMERGENCY 24 or otherwise, such liability is and shall be limited to and fixed at the sum of two hundred and fifty dollars (250.00) as and for liquidated damages. Such liabilities as herein set forth are fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. That in the event SUBSCRIBER desires EMERGENCY 24 to assume greater liability for the performance of its services hereunder, a choice is hereby given to obtaining full or limited liability by paying an additional amount under a graduated scale of rates proportioned to the responsibility, and an additional rider shall be attached to this Agreement setting forth the additional liability of EMERGENCY 24 and additional charges. That the rider and additional obligation shall in no way be interpreted to hold EMERGENCY 24 as an insurer.

GLENDALE LAKES CONDOMINIUM

DISCLOSURE MATERIALS

SECTION H

DECLARANT STATEMENTS

GLENDALE LAKES CONDOMINIUM

ARCHITECT REPORT

Stuart L. Rothman, Architect
7814 North Boyd Way
Fox Point, Wisconsin 53217
Office (414) 352-0443
Fax (414) 352-3410
Mobile (414) 698-1018
e-mail: rotharch@gmail.com

General Condition Inspection

Glendale Lakes Condominiums
Glendale, Wisconsin



23 January 2006

Commercial ☐ Residential ☐ Adaptive Renovation ☐ Construction Management ☐ Inspections ☐ Defect Analysis

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SECTION 1: INTRODUCTION

1.1 OVERVIEW

Stuart L. Rothman, Architect, was hired by Milwaukee Enterprises LLC to inspect the above captioned property. The purpose of the inspection was to:

- Observe and report existing conditions of buildings and components of construction
- Examine building codes and life safety codes and provide an analysis of conditions at the project that may violate such codes
- Evaluate general condition of project components
- Provide recommendations regarding administrative and technical matters regarding the building and its' environs
- Prepare estimates for remedial, repair and reserve costs for common area elements

This report is intended to serve as a general rather than comprehensive analysis of existing conditions, building components, materials and systems. Comments and recommendations in this report are based on non-destructive visual observation of conditions and materials of construction at this property. No portions of the building were removed or opened for inspection of components not otherwise visible, except if otherwise stated within the text of this report. Construction document review, field testing reports, sub-surface soil conditions and engineering calculations are not a part of this report. Mechanical, electrical and plumbing systems have not been calibrated or checked for operational inconsistencies.

This project was inspected on 13 December 2005 and 5 January 2006. Snow cover on 13 December 2005 did not allow for adequate inspection of the site and exterior areas; the project was re-inspected on 5 January 2006 after the snow cover had cleared.

Weather conditions at the inspections were:

- 13 December 2005: Approximately 15° with four to six inches of snow cover
- 5 January 2006: Approximately 40°, dry and cloudy, no snow cover

Comments in this report are based on:

- Site observations by Stuart L. Rothman, Architect
- Contact with City of Glendale officials
- Information contained in the construction drawings for the project prepared in 1989 by Shepherd Legan Aldrian, Architects, Wauwatosa, Wisconsin
- Interviews at the building with management and maintenance staff

1.2 REPORT FORMAT

This document presents the following information for components within common area, public spaces, building exterior and the site:

- Summary of data
- Descriptions of components inspected
- General conditions of inspected components
- Recommendations for future financial reserves
- Estimated remedial repair or replacement costs

This document presents the following information for components within dwelling units:

- Summary of data
- Descriptions of components inspected
- General conditions of inspected components

Areas and components within individual dwelling units are not a part of the remedial and repair construction recommendations and future reserve analysis.

Parenthetical superscript numbers in the text of this report refer to the numbered photographs in this report, which provide a graphic indication of the component being discussed.

1.3 MEANING OF TERMS

The terms typically used in this report have the following meanings:

EXCELLENT: New or like new, recently installed

VERY GOOD: Showing little indication of wear
Substantial remaining estimated useful life

GOOD: Generally satisfactory
Suitable for use
Ample remaining estimated useful life
No major repairs necessary

FAIR: In usable condition
Minimal remaining estimated useful life
Entire assembly may need repairs
Components of assembly may need replacement

POOR: Not suitable for use
Needs major immediate repair or replacement
Has attained or exceeded estimated remaining useful life

1.4 CONSTRUCTION DOCUMENTS

The construction drawings for this building are dated 23 May 1988, and signed by Charles F. Aldrian, Architect, State of Wisconsin Registration Number A-3583. The plans were revised and re-issued on 20 July 1989.

The sheet numbers and description of data on each sheet are as follows:

Architectural
- 1-8: Building floor plans
- 9: Roof plan and details
- 10,11: Typical dwelling unit floor plans
- 12-14: Building exterior elevations
- 15: Interior elevations and details
- 16: Door schedule and details
- 17: Room finish schedule; wall types
- 18-23: Building sections and construction details

Structural
- S1: Footing and foundation plan
- S2: First Floor framing plan
- S3: Second Floor framing plan
- S4-S5: Third Floor framing plan
- S6-S7: Roof framing plan
- S8: Structural notes and details

Fire Protection
- FP1, FP2: Entry Level plan
- FP3, FP4: Typical floor plans
- FP5: Details

Plumbing
- P1: Entry Level building drains
- P2: Entry Level water and gas
- P3, P4: First Floor plumbing plan
- P5, P6: Second Floor plumbing plan
- P7, P8: Third Floor plumbing plan
- P9, P10: Plumbing riser diagrams, details and schedules

HVAC (Heating, Ventilating, Air Conditioning)
- H1: Entry Level plan
- H2, H3: First Floor plans
- H4, H5: Second Floor plans

1.4 CONSTRUCTION DOCUMENTS (continued)

HVAC - Heating, Ventilating, Air Conditioning (continued)

H6, H7: Third Floor plans
H8, H9: Typical dwelling unit plans
H10: Schedules and details

Electrical

E1: Entry Level plan
E2, E3: First Floor plans
E4, E5: Second Floor plans
E6, E7: Third Floor plans
E8, E9: Typical dwelling unit plans
E10: Schedules and details

Site Development

SD1: Horizontal Control
SD3: Site Utility
SD4: Landscaping

1.5 EXPERIENCE OF THE INSPECTOR

Stuart L. Rothman has been a registered Architect since 1974. He has provided building design, construction management, construction consulting and building inspection services as follows:

- 1966-1974: Employed at architectural firms
- 1974-1988: Principal of own architectural practice
- 1988-1992: Director of Architecture and Vice President for Construction Management for national development company
- 1996-current: Principal of own architectural practice.

He has provided building inspection services to the private sector and financial institutions since 1979. A representative sample of the buildings for which he has provided inspection services include:

- 56-story office building; Houston, Texas
- 2,000,000 square foot major shopping center; San Antonio, Texas
- 225-unit apartment project; Clear Lake, Texas
- 300,000 square foot manufacturing facility; Waukesha, Wisconsin
- 92 unit apartment project; Oak Creek, Wisconsin
- 112 unit apartment project; Glendale, Wisconsin
- 8-story apartment building; Milwaukee, Wisconsin
- 144 room hotel; West Bend, Indiana
- 224 room hotel; St. Augustine, Florida
- 41-story office building; Chicago, Illinois
- 1,700,000 sq. ft. major shopping center; Quincy, Illinois
- 6-story office building and 200,000 sq. ft. manufacturing facility; Akron, Ohio

SECTION 2: SUMMARY

2.1 BUILDING DATA

Glendale Lake is a four-story apartment building located in Glendale, Wisconsin, a suburb municipality adjoining the north border of the City of Milwaukee.

There are 95 dwelling units within the building. Construction of the building began in 1989 and was completed in January 1990. For the purpose of this report, the building age is sixteen years.

Area calculations, expressed in square feet, are based on measurements from the center-line of common demising walls, the exterior surface of corridor walls and the exterior surface of exterior walls; these areas may differ from areas calculated using other methods and limits of measurement.

The Entrance Level of the building includes:

- Covered entrance (4,6,18,23,26)
- Electric meters (155)
- Elevators and equipment room (43-48,79,156,158,159)
- Elevator lobby (94)
- Exit stairs (81,82)
- Fire alarm panel (113,225)
- Fire protection system mains, valves and controls (174-176)
- Furnaces for Entrance Level public spaces (148,149)
- Gas meters (170)
- Intercom system (225)
- Mailboxes (108)
- Main building lobby (107-111)
- Maintenance shop
- Overhead garage doors with automatic openers (19,20,61,63-66)
- Parcel shelf (107)
- Parking for 134 cars
- Trash compactor (120)
- Ventilation shafts (34,39,68,150)
- Water heater (177)
- 84 Private locked storage compartments

The First Floor of the building includes:

- Elevator lobby
- Exercise equipment room (112)
- Exit stairs
- Storage room (116)
- Toilet room in Exercise Room (95)
- Trash incinerator enclosure (117)

2.1 BUILDING DATA (continued)

First Floor (continued)

33 dwelling units

22 Type A.....2 Bedroom .....2 Bath.....1,247 sq. ft.
4 Type B.....1 Bedroom, Den .....2 Bath.....1,208 sq. ft.
2 Type C.....2 Bedrooms.....2 Bath.....1,246 sq. ft.
2 Type D.....2 Bedrooms.....2 Bath.....1,383 sq. ft.
2 Type E.....2 Bedrooms.....2 Bath.....1,302 sq. ft.
1 Special.....4 Bedrooms.....4 Bath.....2,494 sq. ft.

The special dwelling unit on the First Floor was created by combining 2 Type A units.

The Second Floor of the building includes:

Elevator lobby
Exit stairs
Kitchen in Party room (98,99)
Library and Conference room (97)
Party Room (100,101)
Storage room
Toilet room
Trash incinerator enclosure (117)
34 dwelling units

24 Type A.....2 Bedroom .....2 Bath.....1,247 sq. ft.
4 Type B.....1 Bedroom, Den .....2 Bath.....1,208 sq. ft.
2 Type C.....2 Bedrooms.....2 Bath.....1,246 sq. ft.
2 Type D.....2 Bedrooms.....2 Bath.....1,383 sq. ft.
2 Type E.....2 Bedrooms.....2 Bath.....1,302 sq. ft.

The Third Floor of the building includes:

Elevator lobby
Exit stairs
Guest Suite with full toilet/bath and kitchenette (102-105)
Individual locked storage enclosures (55,56)
Trash incinerator enclosure
28 dwelling units

22 Type A.....2 Bedroom .....2 Bath.....1,247 sq. ft.
2 Type B.....1 Bedroom, Den .....2 Bath.....1,208 sq. ft.
1 Type C.....2 Bedrooms.....2 Bath.....1,246 sq. ft.
1 Type D.....2 Bedrooms.....2 Bath.....1,383 sq. ft.
1 Type E.....2 Bedrooms.....2 Bath.....1,302 sq. ft.
1 Special.....3 Bedrooms, Den.....4 Bath.....2,416 sq. ft.

The special dwelling unit on the Third Floor was created by combining 2 Type B units.

2.2 BUILDING AREAS

The total building area in square feet is included in this report for reference information only.

ENTRANCE LEVEL

Elevator Lobby	155
Entrance Lobby	820
Incinerator Compactor	140
Maintenance Shop	447
Mechanical Equipment rooms	260
Parking and circulation	39,562
Stairs and Elevators	550
Storage Rooms	6,090
TOTAL, ENTRANCE LEVEL	48,024

FIRST FLOOR

Corridors and Miscellaneous	3,163
Dwelling Units	42,622
Elevator Lobby	283
Exercise Equipment Room	480
Stairs and Elevators	730
TOTAL, FIRST FLOOR	47,278

SECOND FLOOR

Corridors and Miscellaneous	3,095
Dwelling Units	42,622
Elevator Lobby	283
Library and Conference Room	480
Party Room and Kitchen	815
Stairs and Elevators	730
TOTAL, SECOND FLOOR	48,025

THIRD FLOOR

Corridors and Miscellaneous	3,208
Dwelling Units	36,207
Elevator Lobby	283
Guest Suite	480
Office	95
Stairs and Elevators	500
Storage Lockers	747
TOTAL, THIRD FLOOR	41,520
TOTAL, BUILDING AREA	184,847

2.3 PROPOSED IMPROVEMENTS

The building owner informed us that renovations in public spaces and common areas are planned to be completed within the next few months. The proposed new components include:

- Decorative accessories
- Elevator cab finishes
- Floor finishes: Carpet, tile
- Lighting fixtures
- Wall finishes: Paint, wall coverings

Therefore, for the purposes of this report, these components in public spaces and common areas are considered as new.

In addition to the public spaces and common area renovations, one dwelling unit (Unit 129) is being renovated as of the date of this inspection. The scope of renovations include enlarging the Entrance Hall and Kitchen as well as providing new components within the dwelling unit, as follows:

- Bath cabinets
- Bath lavatories and faucets
- Carpets
- Closet doors
- Closet shelving systems
- Countertops
- Dishwasher
- Disposal
- Flooring
- Kitchen cabinets
- Kitchen faucet
- Kitchen sink
- Light fixtures
- Microwave oven
- Painting
- Range
- Refrigerator

The remodeling in Unit 129 is intended to be used as a model dwelling unit, to show to prospective purchasers some possible options for renovations and updates.

2.4 RECENT IMPROVEMENTS

The following components have been replaced within the last three years:

- Elevator machinery, equipment and controls
- Approximately 10 new electric water heaters
- Approximately 10 new exhaust fan motors

2.5 EXECUTIVE SUMMARY – COMMON AREA COMPONENTS

The general condition of the major public space and common area components are as follows:

NEW OR LIKE NEW

Decorative accessories
Elevator machinery, equipment and controls (45-48)
Floor finishes
Lighting fixtures
Wall finishes

VERY GOOD CONDITION

Air conditioners – through-wall (102,153)
Asphalt paving (4,6,10,19,20,29,183,203,206,211,212)
Aluminum siding (126)
Balconies (21,28,192,193,199)
Brick (4,6,13-30, 32-36,193,196-204)
Building foundations
Cabinets and millwork (97-99,103-105)
Chimney caps (13,15,205,222)
Concrete - structure (37,41)
Concrete - pedestrian walks (7,9,14,16,17,29,181,182,189,200,201)
Concrete – pre-cast decking (42)
Doors – fire rated (49,52,53)
Doors – metal (67,69,70)
Doors - overhead garage (19,20,21,61,63-65)
Doors – wood (49,50,5154,55,56,60)
EIFS - Synthetic stucco (22,33,193,197)
Electrical panels and distribution (154,155)
Elevators – cabs (43,44,48)
Emergency lighting (85,86)
Entrance canopy (4,6,18,23,26)
Exterior doors and hardware (23,33,58,201)
Fire extinguishers (78,80)
Fire protection systems (10,36,89,113,174,175,176)
Framing and Structure
Furnishings (97,98,106,110,111)
Gutters and downspouts (196,198)
Handrails and guardrails – Balconies (19,21,199)
Handrails – Stairs (81,82,90)
Intercom and Security System (225)

2.5 EXECUTIVE SUMMARY – COMMON AREA COMPONENTS (continued)

VERY GOOD CONDITION (continued)
Interior stairs (81,82,90)
Mailboxes (108)
Plumbing fixtures and trim (163-165,180)
Plumbing piping (161,162,166,167,169-179)
Project identification (1,13)
Retaining walls (3,14,15,190,191,194)
Roof Flashing and Penetrations (125,128)
Site drainage
Site light fixtures (1,17,26,195,204,208,213)
Smoke detectors (86,88)
Soffits and eaves
Steel lintels
Trash compactor and chute (120,124)
Ventilation system – garage (34,39,68,150)
Water heater
Windows (9,15,16,21,22,24,193,194,196-200)
Wood fences and decks (200)
Wood framing (122,123)
Wood Trim, Exterior (14,20,21,24,33,193,197)

GOOD CONDITION
Appliances – Kitchen (99,103-105)
Asphalt paving (4,6,10,19,20,29,183,203,206,211,212)
Roofs (125-129)

FAIR CONDITION
There are no public space and common area components which are in need of repair, replacement or remedial construction.

POOR CONDITION
There are no public space and common area components which are not suitable for use or have exceeded their estimated useful life.

2.6 EXECUTIVE SUMMARY – COMPONENTS WITHIN DWELLING UNITS

The inspection of dwelling units in the building was limited to one vacant dwelling unit (Apartment 314) and one dwelling unit in the process of being renovated (Apartment 129). Therefore, the actual condition of components within all dwelling units is not known, except for the two inspected units. The executive summary of condition of components within dwelling units is based on the conditions observed in the inspected dwelling units; conditions are assumed to be typical.

The assumed general conditions of the project major components within dwelling units is as follows:

VERY GOOD CONDITION

Bath accessories (139,144,145)
Bath cabinets (139)
Bath faucets (139,142)
Closet shelving systems (137,138,140,143)
Countertops (131-136,139)
Doors and hardware (141)
Drywall (gypsum wallboard)
Electrical devices
Exhaust fans – Bath (147)
Furnaces/air conditioners (151,152)
Kitchen cabinets (131-135,146)
Kitchen faucets (131)
Kitchen sinks – stainless steel (131,135)
Light fixtures (130)
Medicine cabinets (145)
Mirrors (139)
Tubs/showers - fiberglass (142,144)
Tubs/showers - glass doors (142,144)
Tubs/showers - valves and controls (142,144)
Water heaters - new

GOOD CONDITION

Floor finishes - carpet, vinyl
Kitchen appliances
Painting
Washer/Dryers
Water heaters (78 existing)
Window coverings

FAIR CONDITION

There are no components within dwelling units which are in need of major repair.

2.6 EXECUTIVE SUMMARY – COMPONENTS WITHIN DWELLING UNITS (continued)

POOR CONDITION

There are no components within dwelling units which are not suitable for use.

2.7 BUILDING AND FIRE CODES

Based on research at the City of Glendale Department of Planning and Development and the Fire Department, there are no outstanding building or fire code violations on file.

There are no building code requirements for condominium buildings that differ from building code requirements for apartment buildings. We did not observe any indications, in the design and construction of these buildings, of non-compliance with building codes, fire codes and life safety codes in effect at the time the buildings were originally constructed.

The renovation construction, presently in progress within the dwelling units, appears to conform with current building code requirements.

2.8 BUILDING PERMIT HISTORY

The construction drawings for the building were approved by the State of Wisconsin on 5 October 1988. The City of Glendale issued Building Permit Number 18638 on 21 October 1988 for the building and Building Permit Number 19003 on 3 August 1989 for the heating, ventilating and air conditioning systems. The City of Glendale issued a Certificate of Occupancy on 24 January 1990, stating that no violations existed and approved the building for occupancy.

During the plan review process, prior to approving the construction documents, the State of Wisconsin, Department of Industry, Labor and Human Relations, Safety and Buildings Division, through Ronald Tilley, PE, Staff Engineer, raised questions regarding the design of the proposed fire suppression system; the State of Wisconsin requirements for the fire suppression system differed from City of Glendale requirements. The City of Glendale issued a memo written by the City attorney, on 26 October 1988; in that letter, the attorney stated that the proposed fire suppression system design complied with City of Glendale requirements. The conditions of the building permit regarding fire sprinklers and the fire suppression system were met in the design and construction of the building.

2.9 ZONING

The land upon which the building is located is zoned "PD – Planned Unit Development". Typical specific zoning restrictions for building size and height, setbacks, floor area, density and open space do not apply in the PD district. These and similar requirements are part of the approved development plan. This project was approved in its present design by the City of Glendale in 1988; therefore the project complies with zoning requirements.

2.9 ZONING (continued)

Parking requirements in the City of Glendale Zoning Ordinances do apply within the approved PD zoning, as follows:

- Lighting shall be directed away from residential properties and adjoining streets. All lights on the property do not directly illuminate adjoining residential properties of the street.
- Parking spaces are not permitted within required setbacks. All parking spaces are located within the setbacks.
- Provide a minimum of 1½ parking spaces per dwelling unit. 182 parking spaces are provided; 143 parking spaces are required.

The project complies with requirements of the City of Glendale Zoning Ordinances.

2.10 RECOMMENDATIONS

1. The building owner should provide at least one copy of the original construction documents for the building, for future use and reference by the condominium association.

2. The building owner should provide the names of companies and persons to contact currently contracted or utilized for continuing maintenance of building components to the condominium association, such as but not limited to:
   - Elevators
   - Electrical
   - Fire suppressions systems
   - Landscaping and maintenance
   - Material vendors
   - Mechanical and ventilating systems
   - Paving repairs
   - Plumbing repairs
   - Snow removal

3. The building owner should provide at least one copy of manufacturer directions, maintenance logs, repair records, service contracts and similar documents, for future use and reference by the condominium association.

4. Replace the railroad tie border at the landscaped island at the entrance to the property on West Green Tree Road [183]. See Section 3.4.

5. Repair cedar trim on east side, where apparently damaged by birds [24]. See Section 4.7.

2.10 RECOMMENDATIONS (continued)

6. Repair the roof leaks in the area above Unit 329. See Section 4.20.

7. All repairs, replacements and remedial construction should be provided by the current building owner and should be completed prior to the establishment of the condominium association.

SECTION 3: SITE

3.1 ADJACENT LAND USE AND LOCATION

The project is located on the north side of West Green Tree Road, an east-west collector thoroughfare in Glendale, Wisconsin. It is approximately ½ block east of North Green Bay Avenue, a major north-south four lane divided thoroughfare, and approximately ½ block west of Kletzsch Park [218], a major regional county park providing a wide variety of recreational facilities, including softball fields, soccer fields, playgrounds [220], archery, picnic areas, fishing [217], hiking and similar family-oriented, outdoor and sports amenities.

Adjoining and nearby land uses include:

NORTH (West Edward Lane)
- Single-family homes

EAST (along West Green Tree Road to Milwaukee River Parkway) [11]
- Parklands
- Single-family homes

SOUTH (across West Green Tree Road) [11]
- Condominiums [221]
- Parklands
- Single-family homes

WEST (along West Green Tree Road to North Green Bay Avenue)
- Apartments
- Condominium – low-rise
- Dentist office
- Office buildings – 1 and 2 story
- Retail center – personal goods and services
- Restaurants
- Single-family homes
- Synagogues (2)

The occupancy types and characteristics of these and other nearby properties are generally consistent with residential land uses. We did not observe any deleterious land uses in the vicinity of the project.

3.2 AREA

According to the latest survey, prepared by National Survey and Engineering, Brookfield, Wisconsin in January 2006 (see Exhibit attached), the site area is 7.59 acres (330,620.4 square feet).

3.2 AREA (continued)

Approximate areas and site coverage is as follows:

Total site area	7.9163 acres	
Building footprint	1.1025 acres	13.9%
Paved areas	1.0560 acres	13.3%
Open space, retention pond	5.4315 acres	72.8%

The quantity of open space is significantly above average for similar building types, and substantially exceeds minimum zoning requirements for land coverage.

3.3 GRADING AND DRAINAGE

Storm drainage within the property is accomplished by surface slopes generally from west to east and north to south, away from the building toward a retention pond located on the east side of the site [8,207,208,210] and toward the municipal storm sewer on West Green Tree Road. Area drains [185] and underground piping, connected to the 42-inch diameter municipal storm sewer line located below West Green Tree Road, on the south side of the site, are also provided.

Roof drainage is collected by roof drains [128] and diverted away from the building into the retention pond by an underground 10-inch drain line from the building traversing eastward to the pond. An overflow pipe is located on the south side of the retention pond, connected to the 42-inch diameter municipal storm sewer line [184].

The materials and methods of installation used in the construction of the grading and drainage systems are commensurate with their purpose. We did not observe any major defects in the design and construction of the grading and drainage systems.

3.4 LANDSCAPING

The site is heavily wooded, creating a park-like, suburban environment.

Landscaping is a combination of natural and site-specific features [2,3,8,9,16,29,181,195,204,208], including mature trees on all sides of the building as well as additional trees and decorative shrubbery directly surrounding the building. Trees also surround the retention pond.

The quantity and appearance of the landscaped elements are significantly above expectations for similar building types. The condition and health of the landscaping features appear to be satisfactory.

The landscaped island at the project entrance from West Green Tree Road has a railroad tie border [183]; the railroad ties should be replaced.

3.4 LANDSCAPING (continued)

The landscaping is commensurate with its' purpose. Except as noted, we did not observe any major defects in the design and construction of the site amenities.

3.5 LEGAL DESCRIPTION

According to the latest survey, prepared by National Survey and Engineering, Brookfield, Wisconsin in January 2006 (see Exhibit attached), the legal description of the land is:

> Parcel One (1) of Certified Survey Map No. 5182, being a division of lands in the southwest ¼ and the southeast ¼ of the northeast ¼ of Section 19, in Township 8 North, Range 22 East, in the City of Glendale, County of Milwaukee, State of Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 7, 1988 on Reel 2261, Images 933, 934 and 935, as Document No. 6215814.

3.6 PARKING

The Entrance Level of the building includes 134 parking spaces in an enclosed covered, heated and protected environment. Vehicular access to this level is through two overhead garage doors (one on each side of the building) with automatic openers [19,20,21]. Two handicapped accessible parking spaces are provided in the building.

In addition to the enclosed parking within the building, an additional 48 surface parking spaces are provided on the south and east sides of the building. Three handicapped accessible surface parking spaces are provided [206]. The parking layout is a meandering curve with a 24 feet wide drive lane and 18 feet deep by 9 feet wide parking spaces on each side of the drive lane. Parking space sizes are customary and adequate. Location of visitor parking spaces [223], relative to the building entrance, is convenient.

There are a total of 182 parking spaces, a ratio of 1.9 parking spaces per dwelling unit. The quantity of parking spaces is adequate.

3.7 PATIOS

Dwelling units on the First Floor of the building have patios adjacent to the Living Room sliding glass doors. Most patios are concrete [27]; several dwelling units have wood decks [199,200].

The materials and methods of installation used in the construction of the patios are commensurate with their purpose. We did not observe any major defects in the design and construction of the patios.

3.8 PAVING AND DRIVES

Vehicular paving is asphalt [14,19,20,29,191,192,211,212], comprised of 1" thick bituminous surface course over 1½" thick binder course over 6" thick crushed stone base on compacted backfill.

3.8 PAVING AND DRIVES (continued)

Vehicle access to the site is from an asphalt paved driveway on the south side of the project, connecting to West Green Tree Road. This driveway has a landscaped divider [183] separating the16 foot wide entrance and exit drives.

In addition to the driveway and parking lanes, an asphalt access drive is provided along the east side of the building [203], allowing fire department vehicles to reach the north and east building limits. The terminus of this drive is used for snow storage when necessary.

A traffic circle with a sculpture [10,190] is located adjacent to the building entrance. The paved area at the building entrance adjacent to the traffic circle is concrete with a masonry inlay [6]. This is an area of high traffic; the concrete paving extends the life of the paved surface in this area.

The materials and methods of installation used in the construction of the paving and drives are commensurate with their purpose. We did not observe any major defects in the design and construction of the paving and drives.

3.9 PEDESTRIAN WALKS

Concrete pedestrian walks connect the parking areas to the main entrance of the building [4,6,7,189]. The concrete is 6 inch thick with expansion joints and control joints as required. 6-inch high curbs are provided where the pedestrian walks abut vehicular paved surfaces [9,10,14].

Concrete walks are also provided at secondary building exits [9,16,17], with steps and handrails [9,181,182] where necessary.

The materials and methods of installation used in the construction of the pedestrian walks are commensurate with their purpose. We did not observe any major defects in the design and construction of the pedestrian walks.

3.10 SITE AMENITIES

In addition to the extensive formal landscaping and natural features, the area surrounding the building has several additional features, such as:

BENCHES: Two wood benches are provided adjacent to the building entrance [7,189].

BIRD BATHS AND FEEDERS: Several bird baths [216] and bird feeders have been placed throughout the site.

FENCE: A painted metal security and safety fence [210] is provided between the parking area and the retention pond.

3.10 SITE AMENITIES (continued)

FLAG POLE: An aluminum flagpole is located on the east side of the drive [5], between the building and retention pond.

FOUNTAIN: A decorative fountain is located near the island in the center of the retention pond. The fountain was not in operation at the time of this inspection due to weather conditions.

IRRIGATION SYSTEM: The grass lawn areas at this project have an underground irrigation system. Main controls, timers and shut-off valve are located in the storage shed. Zoned shut-off valves are located in control boxes in each of the two irrigation zones.

LANDSCAPE ILLUMINATION: Illumination is provided in the traffic circle at the sculpture [190], at several major trees and landscape features at the perimeter of the property and within the landscaped area around the building [204].

RETAINING WALLS: There are several areas on the site which have stone retaining walls [3,14,15,29], at the north automobile entrance, along the east side of the building at the south wing and on the east side of the parking area across from the main entrance to the building.

SITE LIGHTING: Site lighting fixtures are provided [17,181,182] in several locations along concrete pedestrian walks. Surface mounted downlight fixtures [23,26] are provided under the canopy at the building entrance. Sodium vapor high intensity discharge parking lot fixtures, consisting of aluminum poles and concrete bases [195,208,213,215] are located in the drive areas. Additional lighting is provided at the overhead garage doors [20] and at the stair exits [200]. The lighting system and illumination levels are well designed.

STORAGE SHED: A wood framed storage shed [209] is located behind the landscaped area at the northwest corner of the retention pond. Controls for the fountain and site lighting are located in this building.

SWING: A cedar log-type swing [214] is provided adjacent to the retention pond.

WOOD DECK: A wood deck and seating area with wood benches and potted plants [8,208] is provided on the west side of the retention pond.

The materials and methods of installation used in the construction of the site amenities are commensurate with their purpose. We did not observe any major defects in the design and construction of the site amenities.

3.11 SITE UTILITIES

The building is served by the following underground utilities in West Green Tree Road, on the south perimeter of the property:

- 42" storm sewer
- 12" water main
- 3" gas line
- 8" sanitary sewer

Water service to the building is provided by an eight-inch diameter water lateral, with two six-inch diameter domestic service and fire protection service lines, entering the building at the south side of the parking garage.

Utility service is provided by:

- Water: City of Glendale
- Sanitary Sewer: City of Glendale
- Gas: WE Energies
- Electricity: WE Energies
- Cable TV: Time Warner
- Telephone: SBC

The sizes of the underground utilities and the methods of distribution appear to be commensurate with their purpose. We did not observe any major defects in the design and construction of the underground utilities systems.

3.12 WATER WELL

There is one water well on the property, serving the irrigation system and the pond. The water pump equipment is located in the storage shed.

SECTION 4: ARCHITECTURAL SYSTEMS

This section of the report describes, in alphabetical format, architectural systems and components of the project.

4.1 BALCONIES

Each dwelling unit on the Second and Third Floor has a rather generously sized balcony, with access from sliding glass patio doors in the Living Room and Bedroom of the "A" and "B" Units (21) and the Living Room of the "C", "D" and "E" Units (28).

Balconies are constructed with concrete fill poured into corrugated galvanized metal decking. The balcony assemblies are supported by steel angles parallel to and bolted into the structural system of the building, and steel tube columns at the exterior perimeter of the balcony assemblies; the columns are set on a concrete pier extended below grade to frost depth.

Some of the residents have enclosed their balconies with mesh or screening material (28).

The materials and methods of installation used in the construction of the balconies are commensurate with their purpose. We did not observe any major defects in the design and construction of the balconies.

4.2 BATHS

COMMON AREAS AND PUBLIC SPACES

There are two public toilet rooms in the building. One is located in the Exercise Equipment Room on the First Floor; the other is located in the Hall adjacent to the Library/Conference Room on the Second Floor. Each of these rooms has a lavatory cabinet (95), simulated marble top and splash with lavatory sink, water closet, mirror, paper towel dispenser, toilet paper holder and exhaust fan.

In addition to these two public toilet rooms, another full Bath is located on the Third Floor in the Guest Suite. This toilet room also has a fiberglass tub/shower unit.

DWELLING UNITS

Each dwelling unit has two full baths (139,142,144,145), except for the each of the two dwelling units that have been combined by connecting two adjacent units into one dwelling unit; these two combined dwelling units have four baths each. Each bath has a lavatory cabinet (139), simulated marble top and splash with lavatory sink, water closet, mirror, towel bars, toilet paper holder and exhaust fan. The Master Bath also includes a full-sized fiberglass tub with a sliding door enclosure (144). The Hall bath has a fiberglass shower (142).

The materials and methods of installation used in the construction of the baths and toilet rooms are commensurate with their purpose. We did not observe any major defects in the design and construction of the baths and toilet rooms.

4.3 CABINETS AND COUNTERTOPS

COMMON AREAS AND PUBLIC SPACES

Bath cabinets are provided in the public toilet rooms. Other cabinets within public areas include the Kitchen in the Party Room on the Second Floor and the Kitchen in the Guest Suite on the Third Floor. The cabinets in the public toilet rooms and Kitchens are wood-framed with a high-density laminate coating [99,103,104,105,165], commonly known as "Melamine".

Countertops in the public areas are plastic laminate in the Kitchens [98,99,103] and simulated marble in the toilet rooms [165,180]. The Storage Room on the First Floor also has a plastic laminate countertop [118].

DWELLING UNITS

Bath and Kitchen Cabinets within the dwelling units are also wood-framed with a high-density laminate coating [74,131-135]. Bath countertops are simulated marble. Kitchen countertops are plastic laminate.

New wood cabinets are being installed in the Baths and Kitchen in Unit 129.

The materials and methods of installation used for the cabinets and countertops are commensurate with their purpose. We did not observe any major defects in the design and construction of the cabinets and countertops.

4.4 CEILING CONSTRUCTION

The floor/ceiling assembly between the Entrance Level and First Floor Level separates the parking garage area from the occupied dwelling units. It is constructed of 12" thick precast concrete planks. A 3-hour fire resistive rating is provided.

The floor/ceiling assembly between the First Floor/Second Floor and Second Floor/Third Floor consists of:

- 3/4" thick lightweight concrete fill
- 5/8" thick T&G plywood decking
- 2X10 floor joists @ 16" o.c.
- 5/8" firecode gypsum board ceiling on resilient furring channels

This is a one-hour fire resistive rated assembly.

The ceiling assembly at the Third Floor consists of

- 5/8" firecode gypsum board ceiling on resilient furring channels
- Pre-engineered wood roof trusses above dwelling units
- 2x10 rafters above Corridors

The types of ceiling construction in this project are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the ceiling assemblies.

4.5 DOORS AND FRAMES

Door types, materials, fire ratings and descriptions are as follows:

PUBLIC SPACES AND COMMON AREAS

- Corridor Area Separation: Solid core wood, 90 minute fire-resistive rated; wire glass [49]
- Elevator Machine Room: Hollow metal; painted; 45 minute fire-resistive rated
- Entrance Level Lobby: Aluminum framed glass storefront with sidelights [23,57,58,189]
- Exercise Equipment Room: Solid core wood; 20 minute fire-resistive rated
- Exit Stairs (at Corridors): Solid core wood; wire glass; 20 minute fire-resistive rated [54,88]
- Exit Stairs (at grade exits): Hollow metal; painted; 45 minute fire-resistive rated [33,200]
- Garage, Automobile access: Overhead sectional, metal, painted [63,64]
- Garage, Pedestrian Exit: Hollow metal, painted; non-rated [20]
- Guest Suite: Solid core wood; 20 minute fire-resistive rated
- Incinerator/Compactor Room: Hollow metal; painted; 45 minute fire-resistive rated [59]
- Lobby/Garage: Hollow metal; painted; 90 minute fire-resistive rated
- Maintenance Shop: Hollow metal; painted; 90 minute fire-resistive rated
- Mechanical Equipment Rooms (Entrance Level): Hollow metal; painted; 45 minute fire-resistive rated
- Party Room: Solid core wood; 20 minute fire-resistive rated
- Storage Lockers, Garage: Hollow metal; painted; 45 minute fire-resistive rated [70]
- Storage Lockers, Third Floor: Solid core wood; 20 minute fire-resistive rated
- Toilet Rooms: Solid core wood; 20 minute fire-resistive rated

DWELLING UNITS

- Bedrooms: 6 panel hardboard; painted
- Closets: 6 panel hardboard; painted [141]
- Entrance Door: Solid core wood; 20 minute fire-resistive rated [50,51]
- Pantry: 6 panel hardboard; painted
- Patios: Sliding glass, aluminum frame [73,75]
- Laundry Rooms: Solid core wood

Door frame materials are generally the same as the door, with fire-resistive ratings to match the door. Metal frames are knockdown type, with stud and head anchors to secure the door frame to the materials used in the construction of the wall in which the frame is placed. Cavities in metal frames in exterior masonry walls are filled with concrete. Wood frames are oak with applied stops and casing trim.

The door and frame types are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the door and frame assemblies.

4.6 ELEVATORS

The building is equipped with two hydraulic elevators [43,44,48]. The elevator shaft extends 4 feet below the Entrance Level of the building. The elevator equipment [46,47] is located in a fire-rated enclosure in the Maintenance Shop on the Entrance Level.

New elevator controls and machinery were installed in 2005, including:

- "Smartraq" door operator, controllers, motors, guides
- "Magnetek" HPV 100 electronic starter
- "Motion Control Engineering" HMC-100 controller
- Control panels, call button, displays in elevator cabs
- Electrical relays
- PC boards

The elevator control and operational system is essentially new and generally commensurate with its' purpose. We did not observe any major defects in the design and construction of the elevator system.

4.7 EXTERIOR WALL CONSTRUCTION

Building façade exterior materials and wall construction details are:

- Synthetic stucco on ¾" rigid insulation [933,193,197,200]
- 4" Brick veneer [9,13-17,19,20,22,25,29,30,33-36,193-202]
  - Rope wick weeps @ 36" o.c.
  - Corrugated galvanized metal ties
- Painted cedar trim
- ¾" air space
- 1" thick rigid insulation
- Vapor barrier
- 2x4 wood studs @ 16" o.c.
- R-11 batt insulation
- 5/8" firecode gypsum wallboard

Brick veneer is the primary exterior façade material. Synthetic stucco is used between the windows, as a vertical separation. Painted cedar trim is used at the perimeters of the windows, at fascias and at the face of the balconies.

The cedar trim at one window on the east wall appears to have been damaged, apparently by birds [24]. This trim should be repaired or replaced.

The materials and methods of installation of the exterior walls are generally commensurate with their purpose. Except as noted, we did not observe any major defects in the design and construction of the door and frame assemblies.

4.8 FASCIAS AND SOFFITS

Soffits at typical roof overhangs are painted rough-sawn cedar plywood with painted integral metal vents and insect screens. Soffits above Balconies on the Third Floor are painted rough-sawn cedar plywood. Fascia materials are 1" thick painted cedar on 2x10 sub-fascia.

The materials and methods of installation of the fascias and soffits are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the fascias and soffits.

4.9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS

An automatic fire suppression (sprinkler) system is provided, with the control valves and the main fire riser located in the Garage (114,174-176). Sprinkler heads and piping are located throughout the building, in the Garage areas, in public spaces as well as within dwelling units (63,89,114,169). The fire suppression system is served by an 8-inch water main. In addition, a 4-inch dry standpipe (36), located on the south exterior wall, protects the stair enclosures and Garage.

An automatic fire alarm system (49) is provided, with alarm stations located in common areas (115) and the fire alarm enunciator panel in the Lobby (113).

Emergency lights (49,89,114) are provided in exit enclosures, including the Halls and Stairs, as well as the building Entrance Lobby and public spaces on all floors.

Fire extinguishers are provided in the Garage (37), in recessed cabinets in the Halls (80) and wall-mounted within dwelling units (78). The service dates on the fire extinguishers are all current.

A "Knox Box" life safety key storage box (119) is provided, mounted on the exterior wall near the building entrance. A key to all locked areas of the building is in the "Knox Box", for access and use by fire department personnel to allow access to all areas of the building as may be needed during a fire or other emergency.

Smoke detectors are provided within exit stairs, in public corridors, in common areas and within dwelling units (86,88).

The fire suppression and life safety systems are rather extensive. The materials and methods of installation of the fire suppression and life safety systems are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the fire suppression and life safety system assemblies.

4.10 FIREPLACES

Type A dwelling units on the Third Floor of the south wing and Type B, C, D and E dwelling units on all floors of the south wing are provided with a pre-fabricated metal fireplace, including metal flue and flue cap (205), tile surround, wood mantle and extended masonry hearth at floor level (226,227).

4.10 FIREPLACES (continued)

Flues penetrating floors are in fire-resistive rated enclosures. Firebox clearance from combustible surfaces complies with manufacturer requirements.

The materials and methods of installation of the fireplace system are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the fireplace systems.

4.11 FURNISHINGS

The Owner has informed us that the furnishings and decorative accessories within the building are being replaced with new materials. For the purposes of this report, our comments are limited to materials in place at the time of inspection. The reserve analysis and useful life analysis in this report are based on new furnishings and decorative accessories.

Entrance Lobby [107,109-111]:

- Artwork
- Lamps
- Occasional table
- Plants
- Seating area, with 2 couches, tables, chairs

Exercise Equipment Room [96,112]:

- Free weights
- Stationery bike
- Television
- Treadmills

Elevator Lobby (First Floor) [106]

- Chairs
- Lamp
- Occasional table
- Plant

Party Room [93,98,101]:

- Artwork
- Bar stools
- Coat rack
- Security camera
- Tables and Chairs

4.11 FURNISHINGS (continued)

Library [97]:

- Artwork
- Book Shelves
- Chairs
- Lamps
- Plants
- Tables

Guest Suite:

- Bed
- Night Tables
- Dresser
- Television

The furnishings and decorative accessories are rather extensive and attractive. The materials and methods of installation of the furnishings and decorative accessories are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the furnishings and decorative accessories.

4.12 GUTTERS AND DOWNSPOUTS

Each roof area has pre-finished aluminum gutters and downspouts [22,196,198]. Storm water from the sloped roofs is satisfactorily deflected away from the buildings.

The materials and methods of installation of the gutter and downspout systems are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the gutter and downspout assemblies.

4.13 HANDRAILS

Each balcony is provided with a painted steel tube handrail [20,21,27], secured to the balcony deck as well as to the adjacent vertical walls. The handrails appear to conform with code requirements for lateral loads.

The materials and methods of installation of the handrails are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the handrails.

4.14 INSULATION AND ENERGY CONSERVATION

Exterior walls have 3½-inch thick batt insulation, plus rigid insulating sheathing, equivalent to R-11. Attic areas at sloped roofs have approximately 10-inch thick blown-in insulation, equivalent to R-38. Attic areas at flat roofs have approximately 6-inch thick blown-in insulation, equivalent to R-19. Attic areas are ventilated by perforated soffit vents.

4.14 INSULATION AND ENERGY CONSERVATION (continued)

Insulation levels are generally typical as measured by standards in effect at the time the project was constructed. We did not observe any major defects in the design and construction of the insulation systems.

4.15 INTERCOM AND SECURITY SYSTEM

The building is equipped with an intercom system [225]. The main panel is located in the Entrance Lobby. Each dwelling unit has a remote panel.

Visitors to the building use the telephone to contact the resident in the dwelling unit. Each dwelling unit has a three-digit code number which is listed in the illuminated building directory adjacent to the telephone. The occupant then uses the remote electronic release to allow visitor entry into the building. This intercom system provides an effective method to screen visitors and either allow or deny entrance.

In addition to the intercom system, several security cameras are located throughout the building; the monitor is located in the Office on the Third Floor.

The materials and methods of installation of the intercom and security system are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the intercom and security system.

4.16 INTERIOR WALL CONSTRUCTION

There are several different types in interior walls used in the construction of the building. Listed alphabetically by location, their construction details and materials are as follows:

AREA SEPARATION WALLS – 2 HOUR RATED

The building is separated into fire zones by providing fire-rated assemblies, including partitions and doors, between the garage and Entrance Lobby on the Entrance Level and five separate zones on each of the dwelling unit floors (First through Third Floors). The design intent of the area separation walls is to isolate and contain fire and smoke within one fire zone; this is a very effective measure in reducing the possibility of fire and smoke spreading throughout the building.

The materials and methods of construction of these area separation walls are:

- ½" gypsum board, one side
- 2 layers 5/8" thick Firecode gypsum board, one side
- 2 2x4 wood studs @ 16" o.c., staggered, wall cavities
- 2 layers 5/8" thick Firecode gypsum board between cavities
- 1 layers 3½" thick unfaced fiberglass insulation in cavity

4.16 INTERIOR WALL CONSTRUCTION (continued)

DEMISING PARTITION BETWEEN DWELLING UNITS - 1 HOUR RATED
- 2 layers 5/8" thick Firecode gypsum board, each side
- 2 2x4 wood studs @ 16" o.c. wall cavities
- 2 layers 3½" thick unfaced fiberglass insulation in cavities

ELEVATOR MACHINE ROOM – 4 HOUR RATED
- 1 layer ½" gypsum board
- 8" thick concrete masonry units

ELEVATOR SHAFT – 4 HOUR RATED
- 1 layer ½" gypsum board
- 8" thick concrete masonry units

INCINERATOR COMPACTOR ROOM
- 1 layer ½" gypsum board
- 8" thick concrete masonry units

MAINTENANCE SHOP – 4 HOUR RATED
- 1 layer ½" gypsum board
- 8" thick concrete masonry units

TYPICAL PARTITION WITHIN DWELLING UNITS
- 1 layer ½" thick gypsum board, each side
- 2x4 wood studs @ 16" or 24" o.c.

TYPICAL PARTITION BETWEEN PUBLIC CORRIDOR AND DWELLING UNITS – 1 HOUR RATED
- 1 layer 5/8" thick Firecode gypsum board on metal furring channels, Corridor side
- 1 layer ½" thick gypsum board, dwelling unit side
- 2x4 wood studs @ 16"
- 1 layers 3½" thick unfaced fiberglass insulation in cavity

VERTICAL SHAFTS – 1 HOUR RATED
- 2 layers 5/8" Firecode gypsum board
- 1x6 gypsum coreboard studs
- 24" wide tongue and groove panels

Interior wall details and materials provide fire-resistive construction as required by building codes in effect when the building was constructed and are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the Interior partition details and assemblies.

4.17 KITCHENS: PUBLIC SPACES AND COMMON AREAS

The building is equipped with a full Kitchen adjacent to the Party Room on the Second Floor and a limited service Kitchen in the Guest Suite on the Third Floor.

The Kitchen in the Party Room has the following [98,99]:

- Dishwasher
- Kitchen faucet – single handle
- Microwave oven with integral exhaust
- Plastic laminate countertops
- Range – 4 burner, electric
- Refrigerator
- Stainless steel sink – 2 compartment
- Serving bar with hinged top
- Wood base and wall cabinets

The Kitchen in the Guest Suite has the following [103,104,105]:

- Kitchen faucet – single handle with spray
- Microwave oven
- Plastic laminate countertops
- Refrigerator – under counter
- Stainless steel sink – 2 compartment
- Wood base and wall cabinets

The materials and methods of installation of the Kitchens in the public spaces and common areas are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the Kitchens.

4.18 KITCHENS: DWELLING UNITS

Each dwelling unit is equipped with a full Kitchen, including the following:

- Dishwasher [131]
- Kitchen faucet – single handle [131]
- Microwave oven with integral exhaust [146]
- Plastic laminate countertops [131,134,135,136,146]
- Range – 4 burner, electric [146]
- Refrigerator [132-134]
- Stainless steel sink – 2 compartment [131,135]
- Wood base and wall cabinets [131-136]

The materials and methods of installation of the Kitchens in the dwelling units are generally commensurate with their purpose.

4.19 LAUNDRY ROOMS

Washers and dryers are provided in dwelling units, in a dedicated area [138,229,230].

The Laundry Room in the Type A unit is located adjacent to the Entry, and also includes the water heater and wire shelving. The Laundry Closet in the Type B unit is located in the Guest bath, accessible from the Entry; the water heater and wire shelving are also located within the closet.

The Laundry Closet in the Type C, D and E unit is located in the Hall between the Entry and Den or Bedroom 2; the water heater and wire shelving are also located within the closet.

The washer and dryers are conveniently located within each dwelling unit. The materials and methods of installation of the washers, dryers and utility shelving are generally commensurate with their purpose. We did not observe any major defects in the design and construction of these components.

4.20 ROOFS AND ROOF ACCESSORIES

The building has two different types of roof designs. Most of the building has sloped roofs. The center area of the building, above the Corridors, has flat roofs.

The sloped roof areas are comprised of the following materials:

- Class "A" asphalt shingles [13,28,30,126,205]
- 15# building felts
- ½" plywood decking
- Pre-engineered wood roof trusses @ 24" o.c.

The flat roof areas are comprised of the following materials:

- Single ply elastomeric ballasted membrane [127]
- Rigid insulation pitched to drains [128]
- 2x10 roof joists @ 24" o.c.

Roof accessories include:

- Galvanized metal step flashing at intersection with vertical surfaces
- Galvanized metal valley flashing
- Ice and water shield at eaves and on vertical surfaces
- Roof vents

The penthouse area of the building, above the elevator shaft and central core, has a standing seam metal roof.

The canopy of the building, adjacent to the front entrance, has a canvas roof over a painted steel tube pipe frame [18,23,26].

4.20 ROOFS AND ROOF ACCESSORIES (continued)

Roof access is provided by a hatch with a ladder into the attic area above Elevator Lobby on the Third Floor [116], then through a metal door to the south half of the building [122,123]. There is no direct access to the roof areas on the north half of the building.

We recommend considering the installation of a roof hatch for access to the north section of the building. This would allow easier methods to service roof-mounted equipment [125] as well as repair the roof, when necessary.

We observed an indication of roof leaks in the ceiling area above Unit 329. Building maintenance staff has confirmed that a leak exists in this area. This should be located and repaired. The probable point of water infiltration is along the flashing line, either at the intersection of the bottom of the knee wall between the lower flat and upper sloped roof, or at the intersection at the top of the knee wall and the sloped roof. Areas should be isolated in segments no longer than 10 feet in length, and then water-hose tested until the point of water infiltration appears. This is considered as a minor repair.

The materials and methods of installation of the roof assemblies are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the roof assemblies, except as noted.

4.21 ROOM FINISHES: PUBLIC SPACES AND COMMON AREAS

The Owner has informed us that the room finishes within the building are being replaced with new materials. For the purposes of this report, our comments are limited to materials in place at the time of inspection. The reserve analysis and useful life analysis in later sections of this report are based on new furnishings and decorative accessories. Room finishes within public spaces and common areas are typically:

ENTRANCE LEVEL

FLOORS

- Building Lobby: Quarry Tile
- Elevator Lobby: Quarry Tile [94]
- Garage: Sealed Concrete
- Maintenance Shop: Sealed Concrete
- Outer Vestibule: Quarry Tile [57]
- Storage Lockers: Sealed Concrete

WALLS:

- Building Lobby: Wallpaper
- Elevator Lobby: Paint

4.21 ROOM FINISHES: PUBLIC SPACES AND COMMON AREAS (continued)

WALLS:

- Garage: No wall finishes
- Maintenance Shop: Paint
- Outer Vestibule: Brick
- Storage Lockers: No wall finishes

CEILINGS:

- Building Lobby: Paint
- Elevator Lobby: Paint
- Garage: No ceiling finishes
- Maintenance Shop: No ceiling finishes
- Outer Vestibule: Paint
- Storage Lockers: No ceiling finishes

FIRST THROUGH THIRD FLOORS

FLOORS

- Corridors and Stairs: Carpet
- Elevator Lobby: Carpet
- Exercise Equipment Room: Carpet
- Guest Suite: Carpet
- Library: Wood
- Office: Carpet
- Party Room: Wood
- Party Room Kitchen: Vinyl
- Toilet Rooms: Vinyl

WALLS

- All walls painted except wall covering in Party Room.

CEILINGS

- All ceiling painted

The materials and methods of installation of the room finishes in public spaces and common areas are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the room finishes.

4.22 ROOM FINISHES: DWELLING UNITS

Room finishes within dwelling units are typically:

4.22 ROOM FINISHES: DWELLING UNITS (continued)

FLOORS

- Baths/Toilets: Vinyl
- Bedrooms: Carpet
- Closets: Carpet
- Halls: Carpet
- Kitchen: Vinyl
- Living Rooms: Carpet
- Mechanical Equipment: Vinyl
- Utility (Laundry): Vinyl

WALLS
All walls are painted

CEILINGS
All ceilings are painted.

The materials and methods of installation of the room finishes in dwelling units are generally commensurate with their purpose.

4.23 SKYLIGHT

A skylight was recently installed the Hall in Apartment 314 (228). The skylight has an acrylic lens mounted on a curb on the roof, a mirrored tube, and another lens mounted in the ceiling in the Hall.

The materials and methods of installation of the skylight units are generally commensurate with their purpose.

4.24 SPECIALTIES AND MISCELLANEOUS COMPONENTS

The public spaces and common areas of the building include these specialties and miscellaneous components.

BATH ACCESSORIES: Mirrors, trash containers, towel bars and toilet paper holders are provided in Toilet Rooms.

BICYCLE STORAGE: Tenants store and lock their bicycles in the Garage (174).

FIREPROOF STORAGE: There is a fireproof storage cabinet located in the Garage, near the Maintenance Shop (121).

MAIL BOXES: Aluminum mailboxes are provided in the Entrance Lobby (108).

4.24 SPECIALTIES AND MISCELLANEOUS COMPONENTS (continued)

PARCEL SHELF: Each dwelling unit has a wood parcel shelf [83,84] adjacent to the unit entrance door. Another parcel shelf is located in the Entrance Lobby [107], across from the mailboxes.

STORAGE ROOMS: Each tenant is provided with a locked Storage Room, either in the Garage [70] or in the north wing of the Third Floor [55,56].

The materials and methods of installation of these specialties and miscellaneous components are generally commensurate with their purpose. We did not observe any major defects in the design and construction of these specialties and miscellaneous components.

4.25 STAIRS

Three enclosed exit stairs are provided in the building. One exit stair is located in the center core, adjacent to the elevators. Another exit stair is located in the north wing and south wing. All exit stairs discharge directly to exterior grade, providing a safe exit condition [33,181,200].

Stairs from the Entrance Level up to the grade exits are concrete. Stairs within the building, from the First Floor to the Third Floor, are wood framed with wood risers and treads. Wall-mounted handrails are provided on one side of the stairs [81,82,90]. Stairs and landings are carpeted. Stair enclosures are adequately illuminated [90].

Stair riser heights vary from 7.4 inches to 7.7 inches. Riser heights do not vary within each stair run. Tread depths vary from 10.4 inches to 10.6 inches. These dimensions comply with requirements of building codes in effect when the building was constructed.

The materials and methods of installation in the stair assemblies are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the stair assemblies.

4.26 TRASH CHUTE

Floors 1 through 3 have an enclosed fire-resistive shaft for the collection of trash. Trash is deposited through an aluminum, self-closing access panel [117,124] into a lined shaft, terminating in a compactor [120] located in a fire-rated enclosure in the Garage. The compactor is emptied as necessary.

The materials and methods of installation of the trash chute and compactor are generally commensurate with their purpose. We did not observe any major defects in the design and construction of these components.

4.27 WINDOWS

The window system in the Entrance Lobby and in the Party Room is tempered insulated fixed glass in painted aluminum storefront type frames.

Typical window systems within dwelling units are aluminum clad wood windows, horizontal sliding type, with insulated glazing. Typical sliding glass patio doors are aluminum-clad wood, with insulated glazing. Window sills are painted wood or plastic laminate. Drip flashing is provided at window heads.

It has been reported that two windows on the First Floor at the north side of the building and one window on the First Floor at the south side of the building are exhibiting possible air infiltration. We inspected this condition and determined that additional weatherstripping and caulking are required. This is a minor maintenance procedure that will be completed by the building maintenance staff when outside temperatures allow the application of caulking materials.

The materials and methods of installation of the windows are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the windows.

SECTION 5: STRUCTURAL SYSTEMS

5.1 DESIGN LOADS

Building codes specify the minimum characteristics and requirements for structural design by assigning a load expressed in pounds per square foot (PSF) for various occupancy types. The building code in effect when this project was constructed specified the following design loads:

Roof Load.....30 PSF
Living Area Floor Load.....40 PSF
Corridor and Stair Live Load.....80 PSF
Wind Load.....20 PSF

The structural notes on the construction documents for the building contain the same design load notations. The design load criteria appears to be generally commensurate with its' purpose.

5.2 STRUCTURAL DESIGN CRITERIA

The construction drawings for these buildings include the following structural design criteria:

CONCRETE and MASONRY
Bond beams.....3,000 PSI
Concrete footings.....3,000 PSI
Concrete slabs.....3,000 PSI
Concrete ultimate strength.....ACI 318-83
Lintels.....3,000 PSI
Mortar mix, foundation.....Type M
Mortar mix, walls above grade.....Type M or Type S
Pilasters.....3,000 PSI
Reinforced concrete.....ACI 318-83
Slab on fill.....ACI 302
Steel reinforcing.....60,000 PSI, ASTM A615, Grade 60

STEEL
Steel working stress design.....NCMA
Structural steel.....36,000 PSI, ASTM A36
Welded wire fabric reinforcing.....ASTM A-185

The structural design criteria of this building appears to conform with requirements for acceptable structural design practices.

5.3 STRUCTURAL SYSTEM

The major components of the structural system of the building are:

FOUNDATION
- 4 inch thick concrete slab reinforced with welded wire fabric
- Typical interior footings: 11' x 11' x 23" deep w/9 #10 reinforcing bars each way
- Typical exterior corner footings: 7'-6" x 7'-6" x 1'-3" deep w/8 #8 reinforcing bars each way

FIRST FLOOR FRAMING (CONCRETE)
- 12" thick precast concrete plank
- Reinforced concrete columns and beams

SECOND FLOOR FRAMING (WOOD)
- 2x10 floor joists @ 12" & 16" o.c.
- 2x10 & 2x12 headers

THIRD FLOOR FRAMING (WOOD)
- 2x10 floor joists @ 12" & 16" o.c.
- 2x10 & 2x12 headers

ROOF FRAMING
- Pre-engineered wood roof trusses @ 24" o.c.
- $11^{7}/_{8}$" deep "Microlam" beams
- 2x10 joists @ 24" o.c.

LINTELS
- Steel angle (size varies)
- Wood (size varies)

WALLS, LOAD-BEARING
- 2x4 wood studs @ 16" o.c.

The materials and methods of installation of the major components of the structural framing system of the building are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the major components of the structural framing system.

SECTION 6: MECHANICAL (HVAC) SYSTEMS

6.1 HEATING AND AIR CONDITIONING: PUBLIC SPACES

ENTRANCE LOBBY

This area is heated and cooled by a split system consisting of a vertical air handler with gas heating and electric cooling, located in the garage on the Entrance Level, to the south of the Entrance Lobby and a condensing unit located adjacent to the exterior wall to the south of the Entrance Lobby. The Entrance Lobby has ducts in the south wall as well as other ducts in the Vestibule area, mounted below the concrete floor slab.

ELEVATOR LOBBIES, PARTY ROOM, OFFICE

These areas are heated and cooled by a split system consisting of a vertical air handler with gas heating and electric cooling, located in a Mechanical Equipment space on the Third Floor [148] and a condensing unit located adjacent to the exterior wall to the south of the Entrance Lobby. The Elevator Lobby receives conditioned air through wall-mounted registers. This system is controlled by a thermostat mounted in the Elevator Lobby on the Second Floor.

CORRIDORS

Building corridors are heated and cooled by a single package system with gas heating and electric cooling, mounted on the roof top above the supply and return duct chases located at the convergence of the north-south and east-west corridors. One of the two fire-rated vertical chases provides conditioned forced air to the corridor; the other fire-rated vertical chase provides conditioned return air to the roof top single package system. Rated fire dampers are provided where the ducts penetrate the fire-rated partition.

EXERCISE EQUIPMENT ROOM, GUEST SUITE, LIBRARY

These areas are heated and cooled by an electric "through-wall" type combined heating and cooling unit [102,153], similar to units typically found in hotels.

STAIR ENCLOSURES

Each of the three Exit Stairs has electric baseboard heating.

The heating and cooling systems were not checked for operational inconsistencies at this inspection.

The materials and methods of installation of the major components of the heating and cooling systems are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the major components of the systems.

6.2 HEATING AND AIR CONDITIONING: DWELLING UNITS

Each Type A and Type B dwelling unit is provided with a single package system [151] with gas heating and electric cooling, mounted in a mechanical equipment space on an exterior wall [224]. Ducts in each room [152] distribute conditioned air.

Each Type C, D and E dwelling unit is provided with a split system with gas heating and electric cooling. The air-handling unit is located in a mechanical equipment closet within; the condensing units are mounted on the roof of the building. Ducts in each room distribute conditioned air.

The materials and methods of installation of the major components of the heating and cooling systems are generally commensurate with their purpose.

6.3 GARAGE VENTILATION

Mechanical ventilation and fresh air intake is provided in the Garage area by six powered fan systems.

The northwest corner and southeast corner of the Garage each have a ducted 120-volt electric exhaust system [150] rated at 5,580 CFM, discharging into an areaway with a metal grille at grade level [34]. This assembly also includes a fire-rated damper where the duct passes through the masonry wall in the Storage Closets.

The north wing and the south wing, adjacent to the Storage Closets, each have a fresh air intake system [39,68] rated at 9,000 CFM, consisting of a 208-volt electric intake fan mounted in insulated ducts. These systems are controlled by a thermostat.

A 120-volt belt-driven exhaust fan rated at 4,000 CFM is located behind the masonry wall adjacent to each of the two overhead garage doors, discharging through wall louvers [19,21] into the automobile drive area.

In addition to these systems, each of the twelve separate enclosures housing the Storage Closets are provided with an 10 inch diameter 120 volt electric exhaust fan, controlled by a humidistat located within the enclosure. These systems are controlled by a humidistat.

The materials and methods of installation of the garage ventilation system are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the major components of the structural garage ventilation system.

6.4 EXHAUST FANS

Each Toilet Room in public spaces and common areas and each stairwell has a ducted exhaust fan. Each Toilet Room in dwelling units [147] has a similar system. Metal exhaust ducts connect each

6.4 EXHAUST FANS (continued)

exhaust fan to a sheet metal collection box with a waterproof drip pan, located in the attic area. An 8-inch duct connects the collection box to an aluminum roof cap.

Kitchens within public spaces, common areas [99,103,105] and within dwelling units [146] have a non-ducted exhaust hood located above the range or under the cabinet-mounted microwave oven.

The materials and methods of installation of the exhaust system are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the exhaust system.

6.5 DRYER VENTS

Each clothes dryer within dwelling units is connected by ducts to a sheet metal collection box with a waterproof drip pan, located in the attic area. An 8-inch duct connects the collection box to an aluminum roof cap. A fan mechanically exhausts the vent box to the exterior, on the roof. Approximately 10 new fan motors have been recently installed.

The materials and methods of installation of the dryer vent system are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the dryer vent system.

SECTION 7: ELECTRICAL SYSTEMS

7.1 ELECTRICAL SERVICE

Electrical service is provided by Wisconsin Energies by underground service to a transformer located on grade on the west side of the building [186,187]. Electrical service capacities and descriptions are:

- Main disconnect [156]: 3000 amp; 3 phase; 120/208 volt; 4 wire
- House service: 1000 amp; 3 phase; 120/208 volt; 4 wire
  - (2) 150 amp; 3 phase (Elevators)
  - (2) 40 amp; 3 phase (Rooftop HVAC equipment)
  - (5) 150 amp; 3 phase (House panels)
- (97) 120 amp; 2 phase (Dwelling units) [154]

Each dwelling unit has a circuit breaker panel with identified circuits. This panel is mounted in the Laundry Room

Wiring is copper and romex. House service and dwelling unit service are separately metered. Each dwelling unit has its' own meter, mounted in the Garage [155].

The materials and methods of installation of the electrical service and distribution systems are generally commensurate with their purpose. We did not observe any major defects in the design and construction of these systems.

7.2 ELECTRICAL PANELS – DWELLING UNITS

The electrical panels within the Type A and Type B dwelling units are 125 amp, single phase, 120/208 volt, 3 wire, as follows:

General lighting.....(5) 15 amp, 1 phase
Small appliance.....(2) 20 amp, 1 phase
Disposal, Dishwasher.....(1) 20 amp, 1 phase
Washer.....(1) 20 amp, 1 phase
Dryer.....(1) 30 amp, 2 phase
Water heater.....(1) 30 amp, 2 phase
Range.....(1) 40 amp, 2 phase
HVAC.....(1) 30 amp, 2 phase

The electrical panels within the Type C, D and E are 125 amp, single phase, 120/208 volt, 3 wire, as follows:

General lighting.....(5) 15 amp, 1 phase
Small appliance.....(2) 20 amp, 1 phase
Disposal, Dishwasher.....(1) 20 amp, 1 phase

7.2 ELECTRICAL PANELS – DWELLING UNITS (continued)

Washer.....(1) 20 amp, 1 phase
Dryer.....(1) 30 amp, 2 phase
Water heater.....(1) 30 amp, 2 phase
Range.....(1) 40 amp, 2 phase
Condensing unit.....(1) 25 amp, 2 phase
Furnace.....(1) 15 amp, 1 phase

The capacities, materials and methods of installation of the electrical panels are generally commensurate with their purpose.

7.3 EXIT LIGHTS AND EMERGENCY LIGHTING

Exit lights are provided in Corridors [54], at Exit Stair entrances [88], at pedestrian exits from the Garage [67] and other locations to clearly indicate the exit path from the building in case of fire.

Emergency light fixtures are provided in the Entrance Lobby, Elevator Lobbies, Party Room, Exercise Equipment Room, Garage [41], Corridors and Exit Stairs [89,114]. Fixture type is dual-head, with battery backup for operation in power outages. Based on type and location of these fixtures, exit paths are satisfactorily illuminated.

The materials and methods of installation of the emergency lighting system are generally commensurate with their purpose. We did not observe any major defects in the design and construction of these systems.

7.4 LIGHTING – PUBLIC SPACES AND COMMON AREAS

Light fixture types are as follows:

CORRIDORS: Surface mounted decorative incandescent [85]
DWELLING UNIT ENTRANCES: Fluorescent in light cove [231]
ELEVATOR EQUIPMENT ROOM: Surface mounted fluorescent
ELEVATOR LOBBIES: Surface mounted incandescent [94]; fluorescent in light cove [94]
ENTRANCE CANOPY: Surface mounted high-pressure sodium [23,26]
ENTRANCE LOBBY: Surface and recessed incandescent [107]; suspended chandelier [109,110]
EXIT STAIRS: Surface mounted fluorescent [90,92,114]
EXERCISE EQUIPMENT ROOM: Surface mounted fluorescent
EXTERIOR, STAIR EXITS: Surface mounted incandescent [33]
EXTERIOR, GARAGE DOOR EXITS: Surface mounted incandescent [20]
GARAGE: Surface mounted fluorescent
MAINTENANCE SHOP: Surface mounted fluorescent
PARTY ROOM: Recessed incandescent; fan with incandescent lights [100]
PARTY ROOM KITCHEN: Surface mounted fluorescent

7.4 LIGHTING – PUBLIC SPACES AND COMMON AREAS (continued)

SITE: Bollard-type high-pressure sodium [17,182]; pole-mounted high-pressure sodium [195]
STORAGE ROOMS (GARAGE): Surface mounted fluorescent and incandescent
TOILET ROOMS: Surface mount fluorescent [164]
TRASH COMPACTOR ROOM: Surface mounted fluorescent [120]

We were informed that new light fixtures will be installed in the Entrance Lobby, Elevator Lobbies and Corridors.

Illumination levels are very good. The materials and methods of installation of the light fixtures are generally commensurate with their purpose. We did not observe any major defects in the design and construction of the light fixtures.

7.5 LIGHTING – DWELLING UNITS

Light fixture types are as follows:

BATHS: Surface mounted fluorescent and incandescent
BEDROOMS: Switched outlet
CLOSETS: Surface mounted fluorescent
DINING/BREAKFAST AREAS: Decorative suspended incandescent
ENTRY HALL: Recessed incandescent
HALLS: Surface mounted incandescent [228]
KITCHENS: Surface mounted incandescent; undercounter fluorescent
LAUNDRY: Surface mounted fluorescent
LIVING ROOMS: Switched outlet

The materials and methods of installation of the light fixtures are generally commensurate with their purpose.

7.6 SMOKE DETECTORS

Smoke detectors are located throughout the building.

Smoke detectors in the Elevator Lobby are interconnected with the fire alarm system and elevator controller, which initiates an audible alarm and returns the elevator cabs to the Entrance Lobby when these units detect the presence of smoke. The elevators can be operated by emergency personnel when this system is activated.

Smoke detectors in the Corridors [86,88] are interconnected with automatic magnetic door hold-opens [49] and the fire alarm system [49]. When these units detect the presence of smoke, the fire alarm is initiated and the fire-rated door automatically closes to help prevent smoke and fire from spreading to other parts of the building.

7.6 SMOKE DETECTORS (continued)

Each dwelling unit also has a battery-operated smoke detector. These smoke detectors sound an audible alarm within the individual dwelling unit when sensing the presence of smoke.

The materials and methods of installation of the smoke detection systems are generally commensurate with their purpose. We did not observe any major defects in the design and construction of these systems.

7.7 TELEPHONE AND CABLE TELEVISION SYSTEMS

There are two telephone interfaces in the building. The main interface is located in the maintenance Shop on the Entrance Level [157]. A second interface is located in the Storage Closet adjacent to the Office on the Third Floor. The interface for the cable television system is also located in the Storage Closet adjacent to the Office on the Third Floor [160]. These are convenient locations for telephone and cable television personnel to connect, disconnect or modify services in the building.

Each dwelling unit is pre-wired for telephone and cable television service. Telephone jacks are located in the Bedrooms and Kitchen. Cable television jacks are located in Living Rooms and Bedrooms.

The materials and methods of installation of the telephone and cable television systems are generally commensurate with their purpose. We did not observe any major defects in the design and construction of these systems.

SECTION 8: PLUMBING SYSTEMS

8.1 PLUMBING FIXTURES

Plumbing fixtures in public areas and common spaces are:

PUBLIC TOILET ROOM
- Single handle bath lavatory faucets (165) with shut off valves (166)
- Vitreous tank-type china commode with flush valve (163)

GUEST ROOM TOILET
- Single handle bath lavatory faucets (165) with shut off valves (166)
- Vitreous tank-type china commode with flush valve (163)
- Single-handle shower valve

GUEST ROOM KITCHEN
- Single handle faucet (103)

PARTY ROOM KITCHEN
- Single handle faucet (99)

Plumbing fixtures in dwelling units are:

TOILET ROOM
- Single handle bath lavatory faucets (139)
- Vitreous tank-type china commode with flush valve
- Fiberglass shower enclosure with single-handle faucet
- Fiberglass tub enclosure with single-handle faucet and shower diverter

KITCHEN
- Single handle faucet (103)

The materials and methods of installation of the plumbing fixtures are generally commensurate with their purpose. We did not observe any major defects in the design and construction of these fixtures.

8.2 PLUMBING PIPING

Plumbing piping materials include the following:

Domestic water: Braided flexible tubing (162)
Domestic water: Copper (166)
Fire suppression: Cast iron (173)

8.2 PLUMBING PIPING (continued)

Gas lines: Copper [170,171,177,179] and cast iron [171]
Roof drains: PVC [169]
Sanitary drains: PVC [42,161,162,172,173]
Washer: Braided hot and cold supply lines [229]

The materials and methods of installation of the plumbing piping are generally commensurate with their purpose. We did not observe any major defects in the design and construction of these systems.

8.3 PLUMBING SYSTEMS

DOMESTIC WATER

A 6-inch diameter domestic water service tap main is located on the southeast corner of the building, connected to municipal service on West Green Tree Road. This main line is connected to

Domestic water distribution lines ranging in diameter from 1½ inches to 6 inches.

FIRE PROTECTION SERVICE

A 6-inch fire protection service lateral enters the building at the southeast corner, in the Garage [174-176]. Fire sprinkler risers and laterals, with sprinkler heads as necessary to serve all areas of the building, including the garage, all public spaces and common areas, stairs [89,114] and as dwelling units. The enclosed Exit Stairs also have a dry standpipe system [36,114].

GAS SERVICE

Natural gas provided by Wisconsin Energies enters the building from underground supply lines on the north side of the building, adjacent to the Maintenance Shop on the Entrance Level. Gas is distributed to the furnaces serving public areas, common spaces and the dwelling units. Each dwelling unit is individually metered, located in the Garage [170].

HOSE BIBBS

Weatherproof hose connections are located at the exterior perimeter of the building. Hose connections are also provided in the Garage, convenient for the use of residents to wash their cars [41].

ROOF DRAINS

There are 8 roof drains, each connected to a PVC drain located within a demising wall cavity between dwelling units.

STORM SEWER

A 10-inch storm water lateral is located under the Garage concrete slab, adjacent to the building entrance on the east side, discharging into the retention pond. This lateral carries roof drainage away from the building. Storm horizontal mains ranging in diameter from 3-inches to 6-inches and catch basins in the Garage floor [38,40] are also connected to this storm sewer lateral.

8.3 PLUMBING SYSTEMS (continued)

SANITARY SEWER

A 10-inch sanitary main sewer lateral is located at the northeast corner of the building, connecting to a municipal sanitary sewer system. Sanitary horizontal mains and connectors ranging in diameter from 2-inches to 10-inches are located in the Garage [42,169,178]. Adequate clean-outs are provided.

SUMP CROCK AND PUMP

Four sump crock systems, including pumps, are located in the Garage. Each system is connected to the building storm sewer system. Three of the systems are connected to an underground perforated drainage pipe; the other system collects water from the elevator pit.

WASHER CONNECTION

Each dwelling unit has a recessed service box with hot and cold water supply connections and a drain for the flexible tube from the washing machine. Water supply lines are primarily reinforced rubber hose [138], which are being replaced as needed with braided tubing [229].

WATER HEATERS

Each dwelling unit has a 40-gallon capacity electric water heater. Hot water is distributed to the Party Room Kitchen, the Guest Suite and the public area Toilet Rooms from an electric water heater located in the Maintenance Shop. Approximately 20 water heaters have been recently replaced.

The materials and methods of installation of the plumbing systems are generally commensurate with their purpose. We did not observe any major defects in the design and construction of these systems.

SECTION 9: ANTICIPATED USEFUL LIFE ANALYSIS

9.1 DESCRIPTION

We have assigned an estimated useful life of major components of common area elements of this project, based on our experience as well as observation and assignation of quality levels of the components. The definition of "useful life" is the length of time a depreciable asset is expected to be usable or serviceable.

The intent of this analysis is to identify public space and common area components that can be expected to have achieved or exceeded their anticipated useful life as an assist in establishing financial reserves for future years.

For the purposes of this analysis, common area and public space elements are those components and materials of construction located on the façade of the building as well as components and materials of construction located outside of the dwelling units. Components and materials of construction inside each dwelling unit are not a part of this analysis.

Construction of this building was completed in 1990. Thus, all public space and common area components are assumed to be 16 years old as of the date of this report, except for those components that have been replaced or are in the process of being replaced at time this report is issued.

9.2 REMAINING USEFUL LIFE ANALYSIS

An alphabetical listing and estimate of remaining useful life of major common area components follows.

COMPONENT	ESTIMATED USEFUL LIFE	YEARS REMAINING
Air Conditioners – Through-Wall	20	4
Appliances: Kitchen	20	4
Asphalt Paving	20	4
Balcony Framing	>50	>34
Balcony Handrails	>50	>34
Brick Veneer	>50	>34
Cabinets: Kitchen	30	14
Cabinets: Bath	30	14
Ceiling: Paint	10	10 (new)
Chimneys	>50	>34
Concrete Foundations	>75	>59
Concrete Walks – Site	35	19
Countertops: Plastic Laminate	25	9

9.2 REMAINING USEFUL LIFE ANALYSIS (continued)

COMPONENT	ESTIMATED USEFUL LIFE	YEARS REMAINING
Doors - Automatic Hold-opens	30	14
Doors - Exterior	30	14
Doors - Interior	40	24
Doors - Overhead Garage	30	14
Drywall Surfaces	50	34
Electrical Distribution	>50	>34
Elevators	>40	>24
Exhaust fan motors - exist. (20)	20	4
Exhaust fan motors - new (10)	20	20 (new)
Exterior Lighting	30	14
Exterior Walls: Painted Wood	30	14
Exterior Walls: Simulated Stucco	40	24
Fascias and Soffits	40	24
Fire Alarm Systems	40	24
Fire Protection Systems	40	24
Fireplace: Metal, prefab	40	24
Floors: Carpet	15	15 (new)
Floors: Tile	20	20 (new)
Floors: Vinyl	15	15 (new)
Furnishings and Accessories	15	15 (new)
Garage Door Openers	30	14
Gutters and Downspouts	40	24
Handrails	>40	>24
Insulation	>50	>34
Lighting Fixtures: Building	30	30 (new)
Lighting Fixtures: Site	30	14
Mail boxes	30	14
Plumbing Fixtures: Kitchen	30	14
Plumbing Fixtures: Bath	30	14
Plumbing Piping	>50	>34
Roof: Flashing	25	9
Roof: Membrane	25	9
Roof: Shingles	25	9
Smoke Detection System	30	14

9.2 REMAINING USEFUL LIFE ANALYSIS (continued)

Stairs	>50	>34
Structural Frame	>75	>47
Sump motors	20	4
Telephone wiring	>50	>34
Television cable wiring	>50	>34
Trash collection	30	14
Walls: Paint	10	10 (new)
Walls: Wallcovering	20	20 (new)
Underground Storm Piping	>50	>34
Underground Water Lines	>50	>34
Underground Sanitary Sewers	>50	>34
Water Heaters – New	20	20 (new)
Windows	40	24
Wood Trim – Painted	30	14

9.3 RECAP

The following components have attained or exceeded their estimated anticipated useful life. Major repairs or replacement should be contemplated within the next year:

None

The following components will have attained or exceeded their estimated anticipated useful life within five years. Major repairs or replacement should be contemplated by the year 2011:

Air Conditioners – Through-Wall
Appliances – Kitchen (Party Room)
Asphalt paving
Exhaust fan motors
Sump pump motors

The following components will have attained or exceeded their estimated anticipated useful life within ten years. Major repairs or replacement should be contemplated by the year 2016:

Countertops
Roof

SECTION 10: RESERVE BUDGETS

10.1 RESERVE DESCRIPTION

Condominium associations customarily establish reserve funds to pay for the repair and replacement of common area components. Based on the estimated useful life of common area components, we recommend establishing reserve funds for 1 year, 5 year and 10-year intervals.

Minor repairs, continuing maintenance and similar activities and associated expenses are considered as operating costs, and therefore are not a part of the repair, replacement and reserve analysis.

10.2 ESTIMATED RESERVE BUDGETS

Estimated costs as stated in this report should be considered as an approximate construction budget based on our experience with construction costs in this geographic region. There are many possible variables that could influence actual costs as compared to the estimated budgets herein specified, such as current market conditions or unknown existing conditions that may affect the installation techniques or materials. Therefore, the estimated budgets in this report are a reasonable professional estimate only. Effects of inflation are not considered.

10.3 REPAIRS OR REPLACEMENT – 1 YEAR

The following common area components should be repaired or replaced within the next twelve months:

Repair roof leak (Sec. 4.20)	$ 1,000
Replace wood railroad ties (Sec. 3.4)	500
Replace cedar trim on façade (Sec. 4.7)	500

The total estimated reserve for repair or replacement of common area components within the next twelve months is $2,000. These components should be replaced or repaired by the building owner prior to the formation of the condominium association; the need for reserve funds is eliminated after the repairs or replacements are complete.

10.4 RESERVE – 5 YEARS

The following common area components should be repaired or replaced within the next five years (by 2011):

Air Conditioners - Through-Wall (Sec. 6.1)	4,000
Appliances - Party Room Kitchen (Sec 4.17)	2,000
Appliances - Guest Room Kitchen (Sec 4.17)	1,000
Asphalt paving - Patch, seal (Sec 3.7)	30,000
Exhaust fan motors (Sec. 6.4)	5,000
Sump pump motors (Sec. 8.3)	1,000

The total estimated reserve for repair or replacement of common area components within five years (by 2011) is $43,000.

10.5 RESERVE – 10 YEARS

The following common area components should be repaired or replaced within the next ten years (by 2016):

Countertops: Party Room, Guest Suite (Sec 4.3)..... 3,000
Roof (Sec. 4.20)..... 57,000

The total estimated reserve for repair or replacement of common area components within ten years (by 2016) is $60,000.

SECTION 11: EXHIBITS

The following exhibits are attached to this report.

CITY MAP
Location of site relative to City of Milwaukee

VICINITY MAP
Location of site and nearby neighborhood

SURVEY
Glendale Lakes Condominium, Issued by National Survey and Engineering

ENTRANCE LEVEL FLOOR PLAN

FIRST FLOOR PLAN

SECOND FLOOR PLAN

THIRD FLOOR PLAN

UNIT TYPE A FLOOR PLAN

UNIT TYPE B FLOOR PLAN

UNIT TYPE C FLOOR PLAN

UNIT TYPE D FLOOR PLAN

UNIT TYPE E FLOOR PLAN

BUILDING PERMIT
Issued by City of Glendale in 1988

HEATING, VENTILATING, AIR CONDITIONING PERMIT
Issued by City of Glendale in 1989

CERTIFICATE OF OCCUPANCY
Issued by City of Glendale at completion of construction in 1990

SECTION 12: PHOTOGRAPHS

PHOTO SHEET 1

1 Site Identification sign
2 Landscaping
3 Retaining wall; paving
4 Building façade; canopy; paving
5 Landscaping; flag pole
6 Building façade; canopy; paving;
7 Bench at Entrance Canopy
8 Wood deck; retention pond
9 Concrete walk; steps; handrail
10 Paving; curb, fire hydrant, sculpture
11 View to east along W. Green Tree Road
12 View to west along W. Green Tree Road
13 View of bldg. from W. Green Tree Rd.
14 Paving; concrete curb; retaining wall
15 Retaining wall; building façade

PHOTO SHEET 2

16 Concrete walk; steps; handrail; site light
17 Concrete walk; steps; handrail; site light
18 Canopy
19 Garage door; ventilator; brick veneer
20 Garage door; exit door; brick; light
21 Garage door; balconies; ventilator
22 Windows; simulated stucco; cedar trim
23 Canopy
24 Window; painted cedar trim
25 A/C condensing unit; brick veneer
26 Canopy column; canvas roof; pipe frame
27 Balconies; handrails
28 Balconies; patios; handrails
29 Paving; curb, retaining wall, site light
30 Building façade, north wing

PHOTO SHEET 3

31 Balcony; handrail; fence
32 Building façade
33 Exit door; light; brick veneer
34 Brick veneer; garage ventilation
35 Façade; entrance canopy
36 Brick veneer; standpipe
37 Garage structural framing
38 Garage floor; drain
39 Garage ventilation
40 Garage floor; drain
41 Garage structural framing
42 Garage deck; plumbing piping
43 Elevator cab
44 Elevator
45 Elevator equipment

PHOTO SHEET 4

46 Elevator equipment
47 Elevator equipment
48 Elevator cab
49 Corridor; fire door
50 Door hardware
51 Door hardware
52 Fire rated door
53 Fire rated door
54 Fire rated door; exit sign
55 Storage Room door
56 Storage Room door; fire extinguisher
57 Tile floor; storefront
58 Entrance door hardware
59 Compactor Room fire door
60 Fire rated exit door

SECTION 12: PHOTOGRAPHS (continued)

PHOTO SHEET 5

61 Garage door
62 Fire rated door: Garage to Lobby
63 Garage door
64 Garage door
65 Garage door opener
66 Garage door
67 Fire rated door
68 Fire rated door; ventilation
69 Fire rated door
70 Fire rated door
71 Window; sill
72 Patio door; balcony
73 Patio door
74 Kitchen (dwelling unit)
75 Patio door; vertical blinds

PHOTO SHEET 6

76 Window; sill
77 Window
78 Patio door; fire extinguisher
79 Elevator lobby
80 Corridor; fire extinguisher
81 Exit stair
82 Exit stair
83 Corridor; parcel shelf
84 Corridor; parcel shelf
85 Corridor; emergency light
86 Corridor; emergency light; smoke detector
87 Corridor; exit lights
88 Exit door; lights
89 Emergency lights; sprinkler head
90 Exit stair

PHOTO SHEET 7

91 Exit corridor; heater; standpipe
92 Exit stair; fire standpipe riser
93 Coat rack at Party Room; table storage
94 Elevator Lobby, Entrance Level
95 Toilet Room in Exercise Room
96 Exercise Room
97 Library/Conference Room
98 Party Room
99 Party Room Kitchen
100 Party Room
101 Party Room
102 Guest Suite
103 Guest Suite Kitchen
104 Guest Suite Kitchen
105 Guest Suite Kitchen

PHOTO SHEET 8

106 Corridor
107 Entrance Lobby parcel shelf
108 Mailboxes
109 Entrance Lobby
110 Entrance Lobby
111 Entrance Lobby
112 Exercise Room
113 Fire alarm enunciator panel
114 Emergency lights; elec. Panel
115 Fire alarm pull station
116 Attic access ladder
117 Trash chute access door
118 Counter in Storage Room
119 Knox box
120 Trash compactor

SECTION 12: PHOTOGRAPHS (cont'd)

PHOTO SHEET 9

121 Fire resistant storage cabinet
122 Roof framing
123 Roof framing
124 Trash chute access door
125 Roof
126 Roof; aluminum siding
127 Roof
128 Roof drain
129 Roof; flashing
130 Serving bar
131 Kitchen in dwelling unit
132 Kitchen in dwelling unit
133 Kitchen in dwelling unit
134 Kitchen in dwelling unit
135 Kitchen in dwelling unit

PHOTO SHEET 10

136 Kitchen in dwelling unit
137 Closet shelving
138 Closet shelving; washer/dryer
139 Lavatory
140 Closet shelving
141 Closet door
142 Shower
143 Closet shelving; door
144 Bath tub
145 Med. Cabinet, towel bar
146 Kitchen in dwelling unit
147 Exhaust fan
148 Furnace, Third Floor
149 Furnace, Garage
150 Garage ventilation

PHOTO SHEET 11

151 HVAC in dwelling unit
152 HVAC grilles
153 Through-wall A/C
154 Electrical panel
155 Electrical meters
156 Electrical main shut-offs
157 Telephone
158 Electrical shut-off at Elevator
159 Electrical shut-off at Elevator
160 Cable TV
161 Plumbing piping
162 Plumbing piping
163 Toilet in Guest Suite
164 Lavatory in Guest Suite
165 Lavatory in Guest Suite

PHOTO SHEET 12

166 Plumbing piping
167 Plumbing piping
168 Cable TV
169 Plumbing piping
170 Gas meters
171 Gas piping
172 Plumbing piping
173 Plumbing piping
174 Sprinkler system valves, controls
175 Sprinkler system valves, controls
176 Sprinkler system valves, controls
177 Water heater
178 Plumbing piping
179 Plumbing piping
180 Lavatory

SECTION 12: PHOTOGRAPHS (cont'd)

PHOTO SHEET 13

181 Exit door; steps; handrail; light
182 Exit door; steps; handrail; light
183 Landscape island at entrance
184 Storm sewer on W. Green Tree Rd.
185 Area drain on property
186 Transformer
187 Transformer
188 Light; concrete walk
189 Entrance canopy
190 Sculpture
191 Handicapped parking
192 Garage entrance
193 Façade
194 Façade
195 Site light

PHOTO SHEET 14

196 Brick; downspout; window
197 Brick; window
198 Brick; downspout; window
199 Wood deck
200 Exit door; concrete walk
201 Wood deck, fence
202 Concrete walk
203 Asphalt service drive
204 Landscape lighting
205 Roof; chimney cap
206 Handicapped parking
207 Retention pond; island
208 Wood deck; light pole base
209 Storage shed
210 Fence at pond

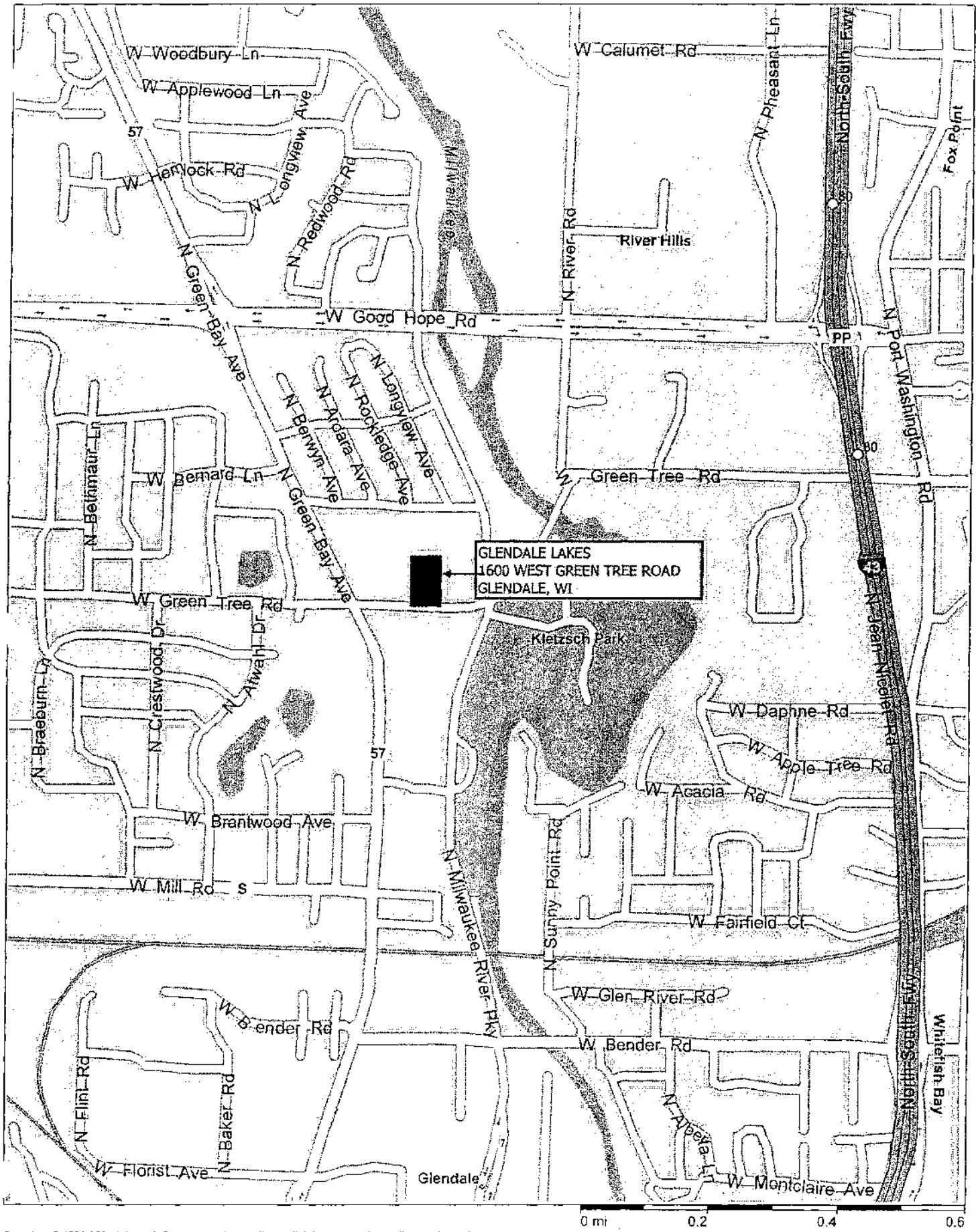
PHOTO SHEET 15

211 Asphalt paving
212 Asphalt paving
213 Wood deck; light pole base
214 Wood swing
215 Wood deck; light pole base
216 Bird bath
217 Fishing in Kletzsch Park
218 Kletzsch Park sign
219 Clubhouse buildng in Kletzsch Park
220 Playground in Kletzsch Park
221 Condominiums across street
222 View from W. Green Tree Rd.
223 Guest parking sign
224 HVAC
225 Intercom system

PHOTO SHEET 16

226 Fireplace; hearth, surround; mantle
227 Fireplace; hearth, surround; mantle
228 Skylight; ceiling light
229 Washer connection box
230 Water heater
231 Light cove

GLENDALE LAKES - VICINITY MAP



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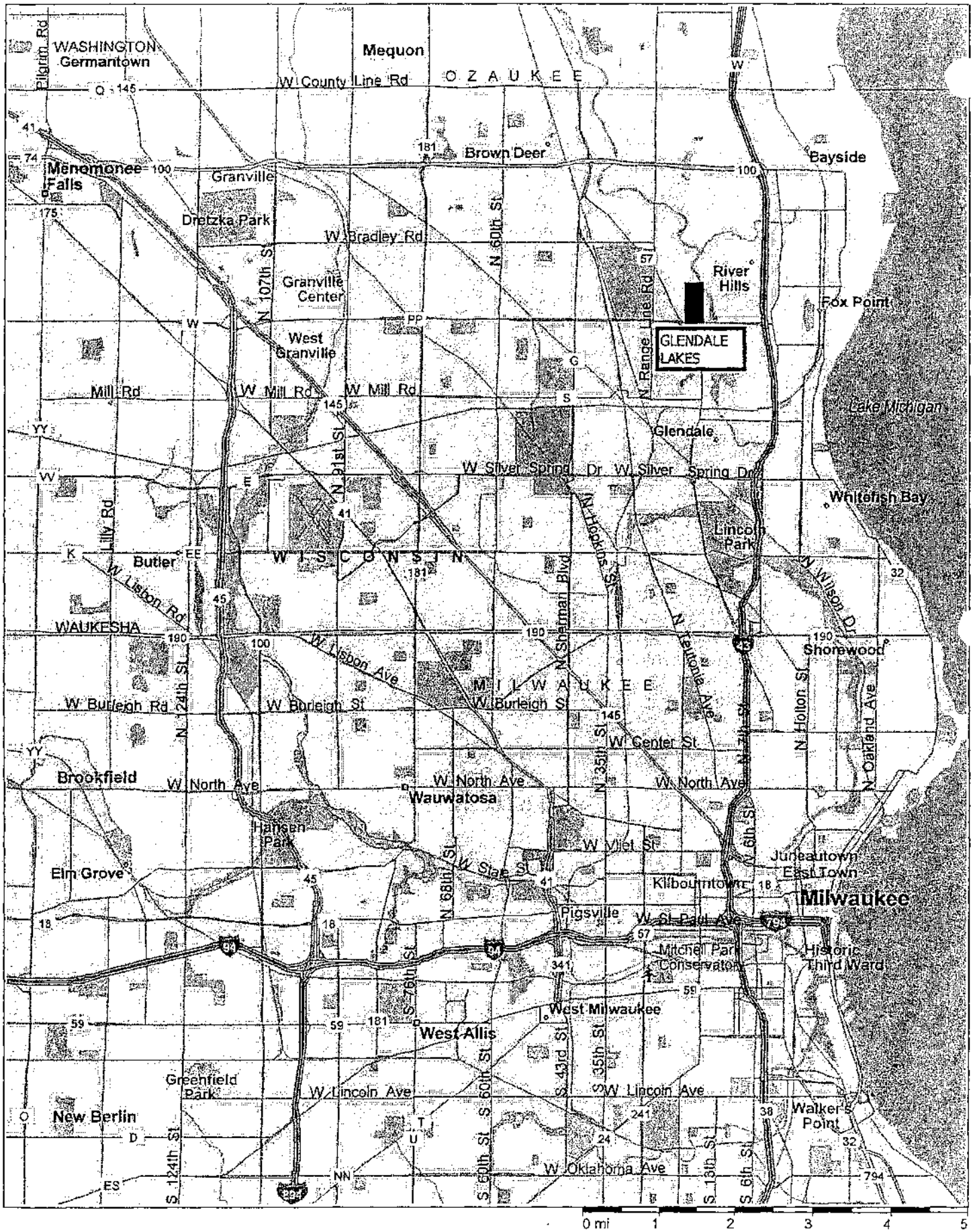
GLENDALE LAKES - CITY MAP



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GLENDALE LAKES CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN

KNOWN AS 1600 W. GREEN TREE ROAD, CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN

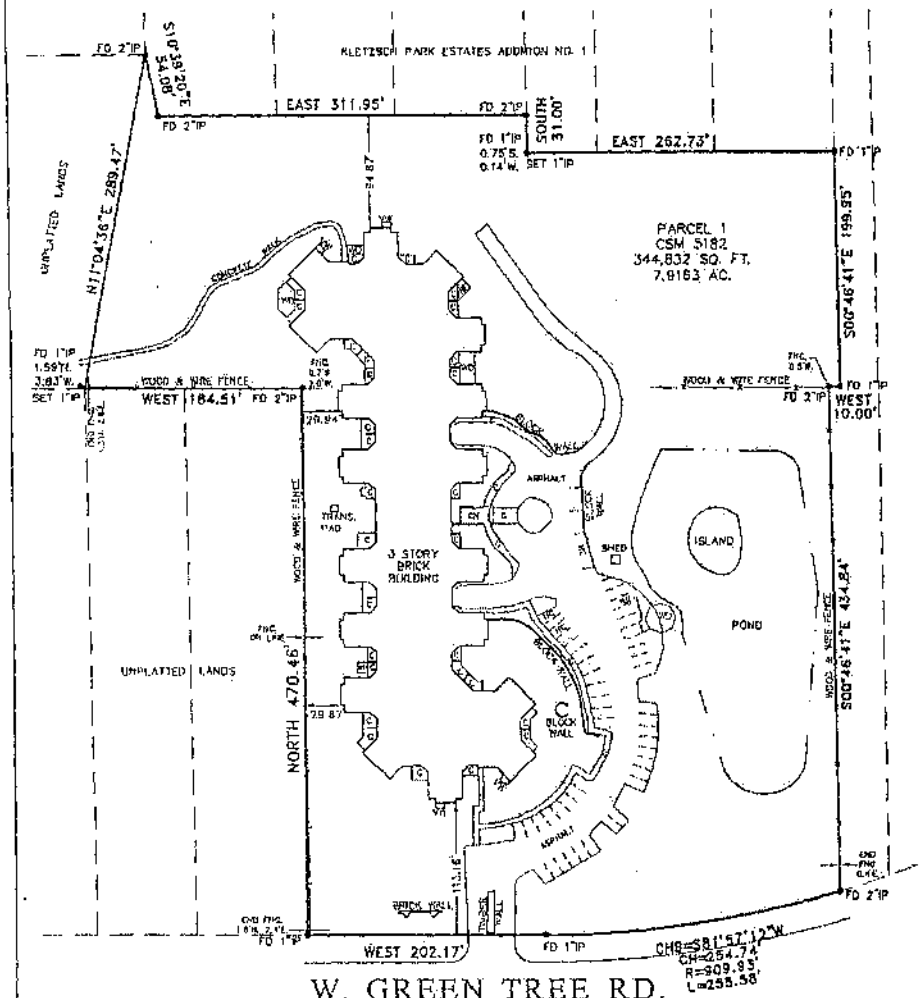
PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 5182, BEING A DIVISION OF LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, IN TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON OCTOBER 7, 1999 ON REEL 2261, IMAGES 933, 934 AND 935 AS DOCUMENT NO. 8215814

LEGACY REAL ESTATE PARTNERS — SURVEY NO. 182242-JJV

NOTES:

1. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS.

2. REFER TO THE ORIGINAL DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.



W. GREEN TREE RD.
VARIABLE WIDTH PUBLIC R.O.W.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 80 ft.

N

LEGEND

CN	CANOPY
BR	BRICK
C	CONCRETE
WD	WOOD DECK
VW	VENT WELL
HC	HANDICAPPED SPACE

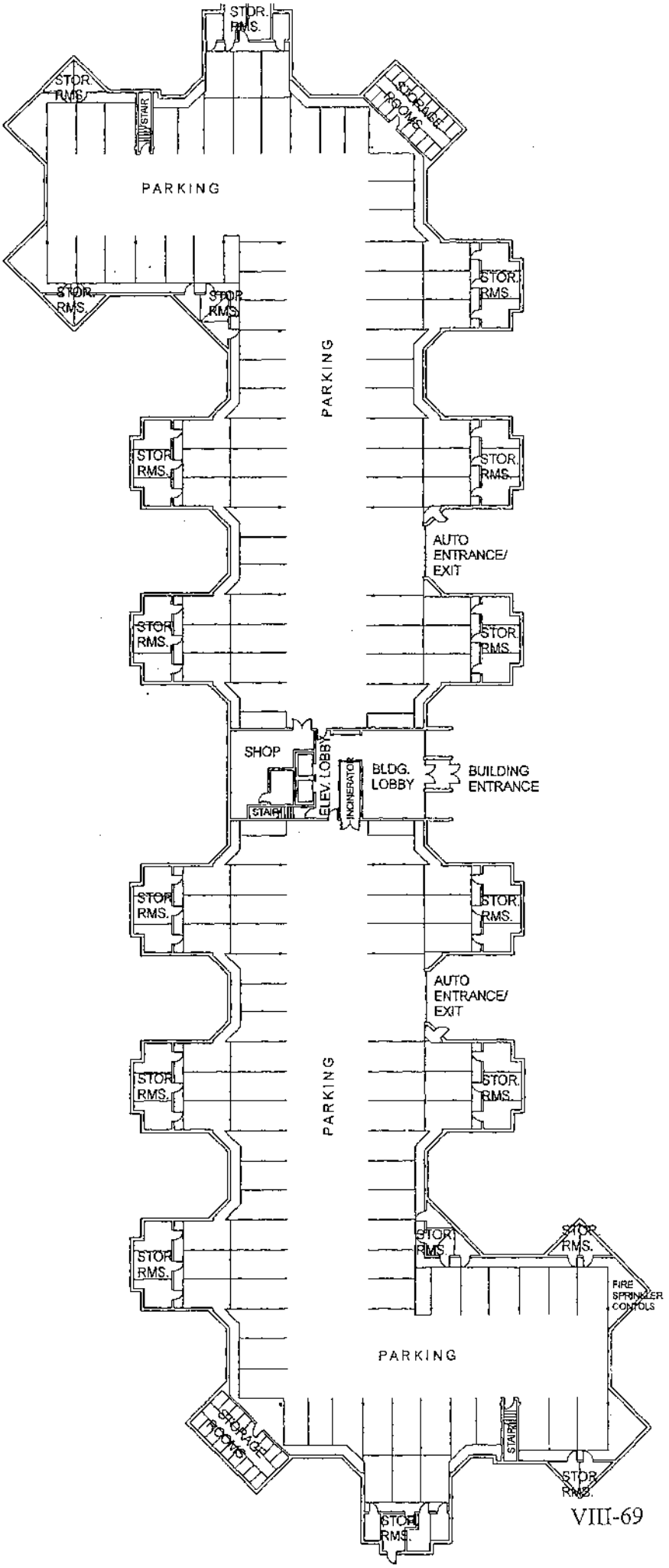
I, STEPHAN G. SOUTHWELL, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF GLENDALE LAKES CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

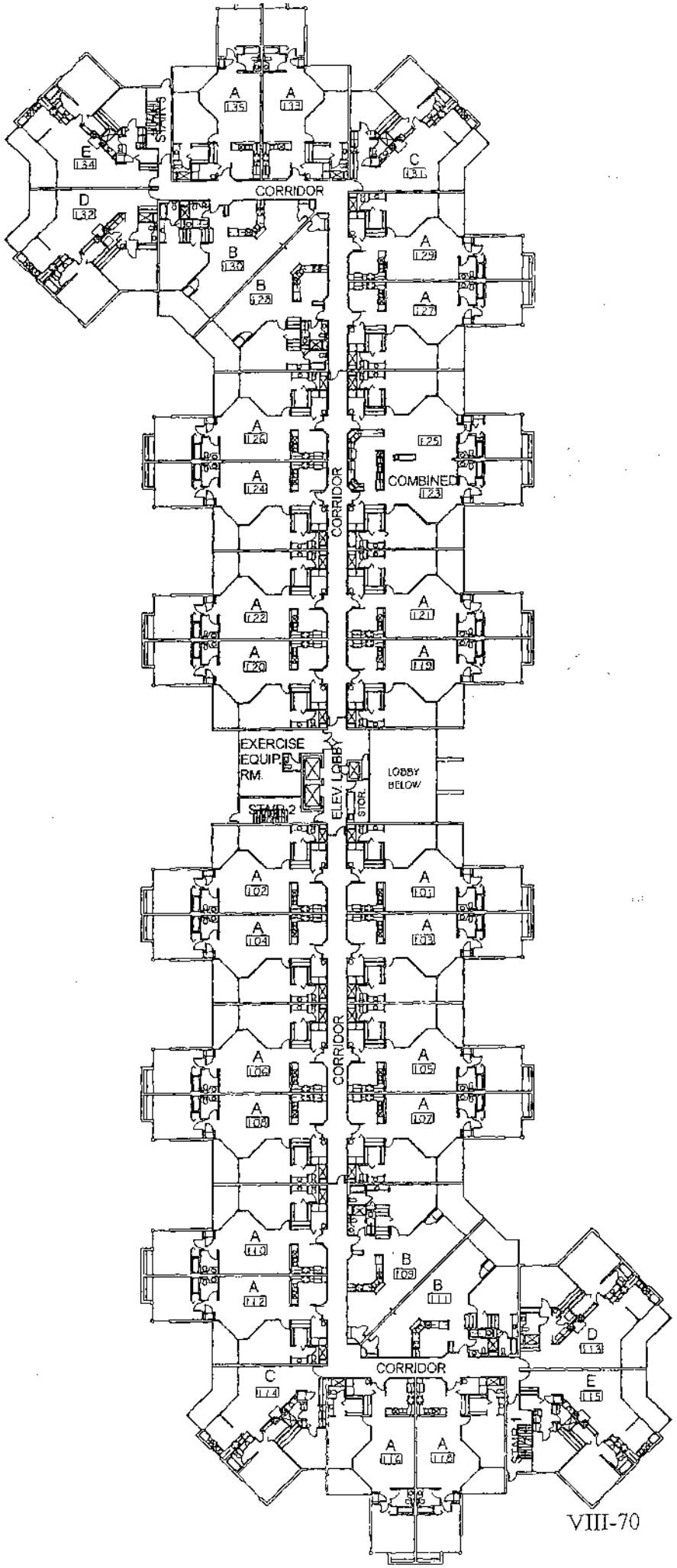
STEPHAN G. SOUTHWELL, RLS, S-1939 — DATE

National Survey & Engineering
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nse.com

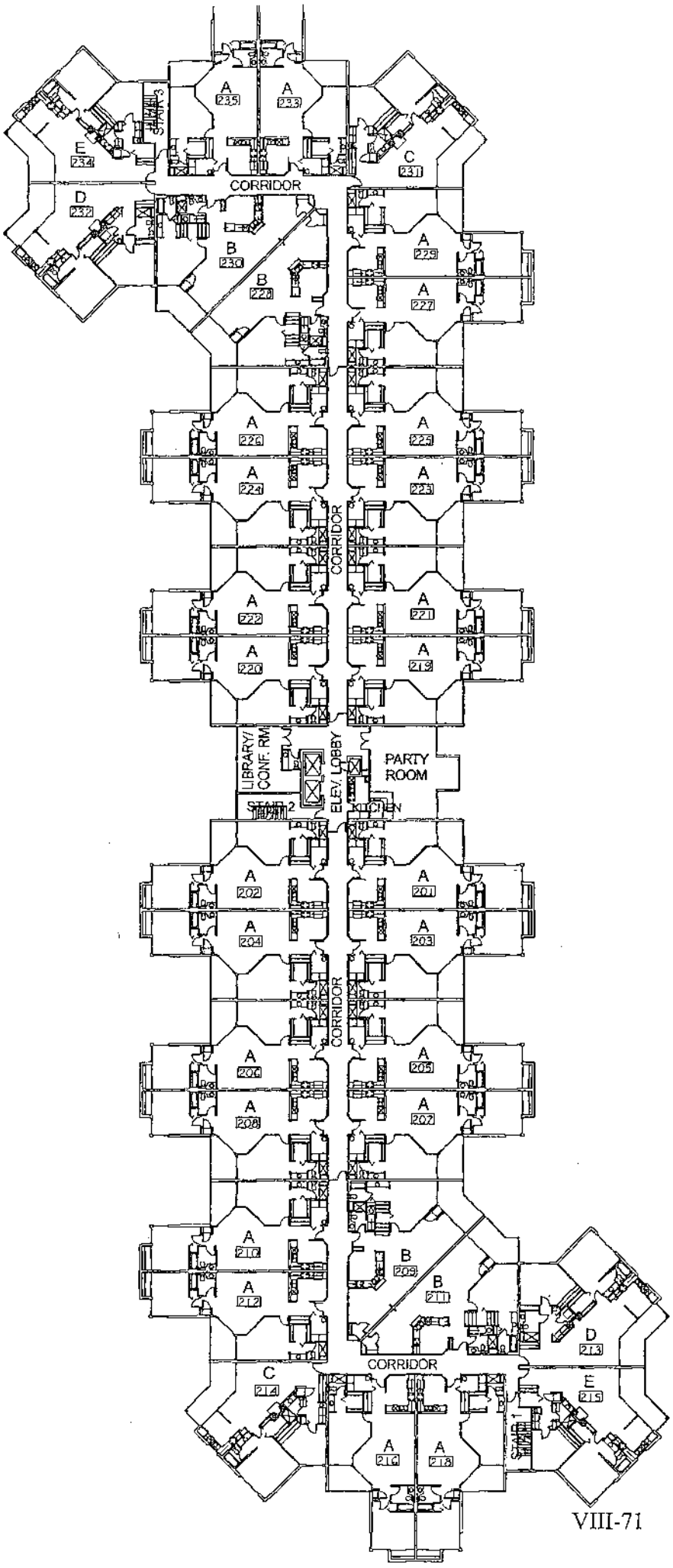
SHEET 1 OF 1



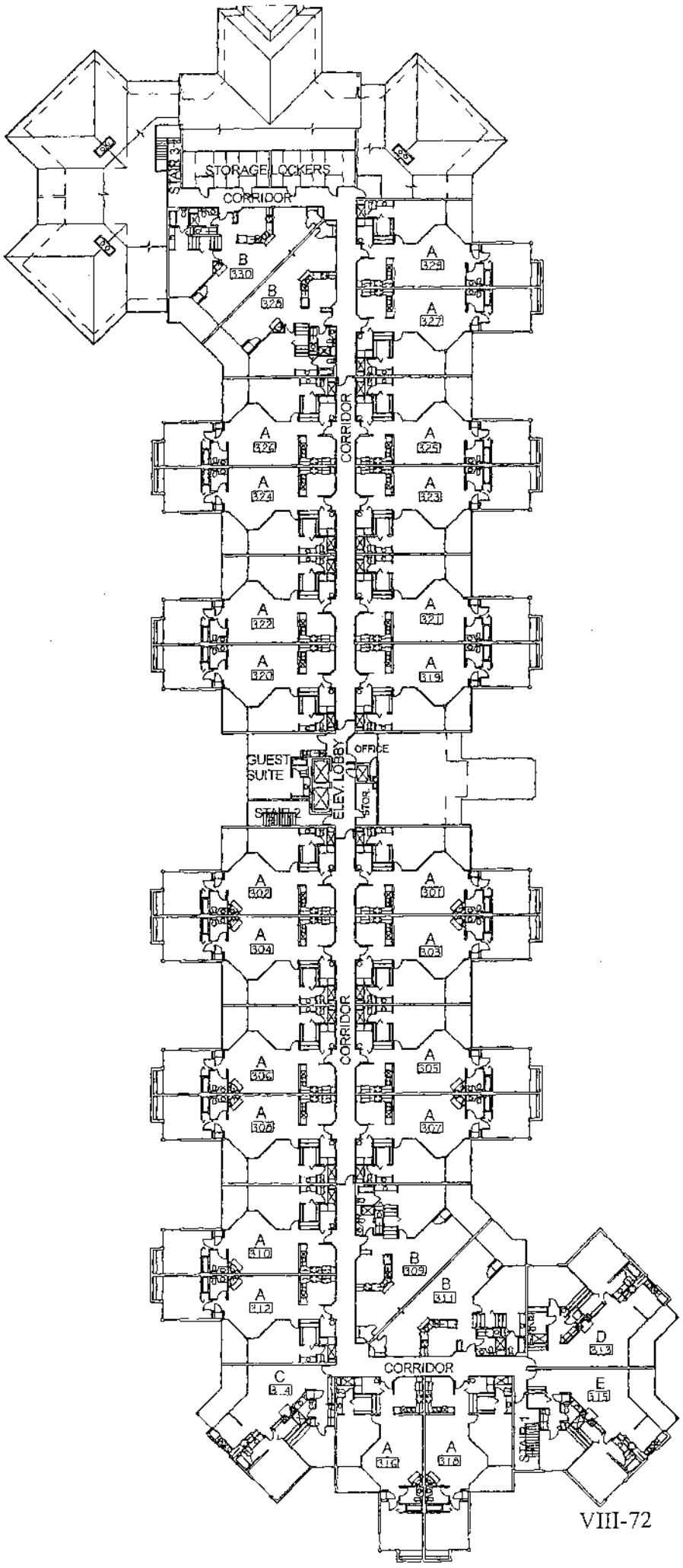
GLENDALE LAKES
ENTRANCE LEVEL PLAN



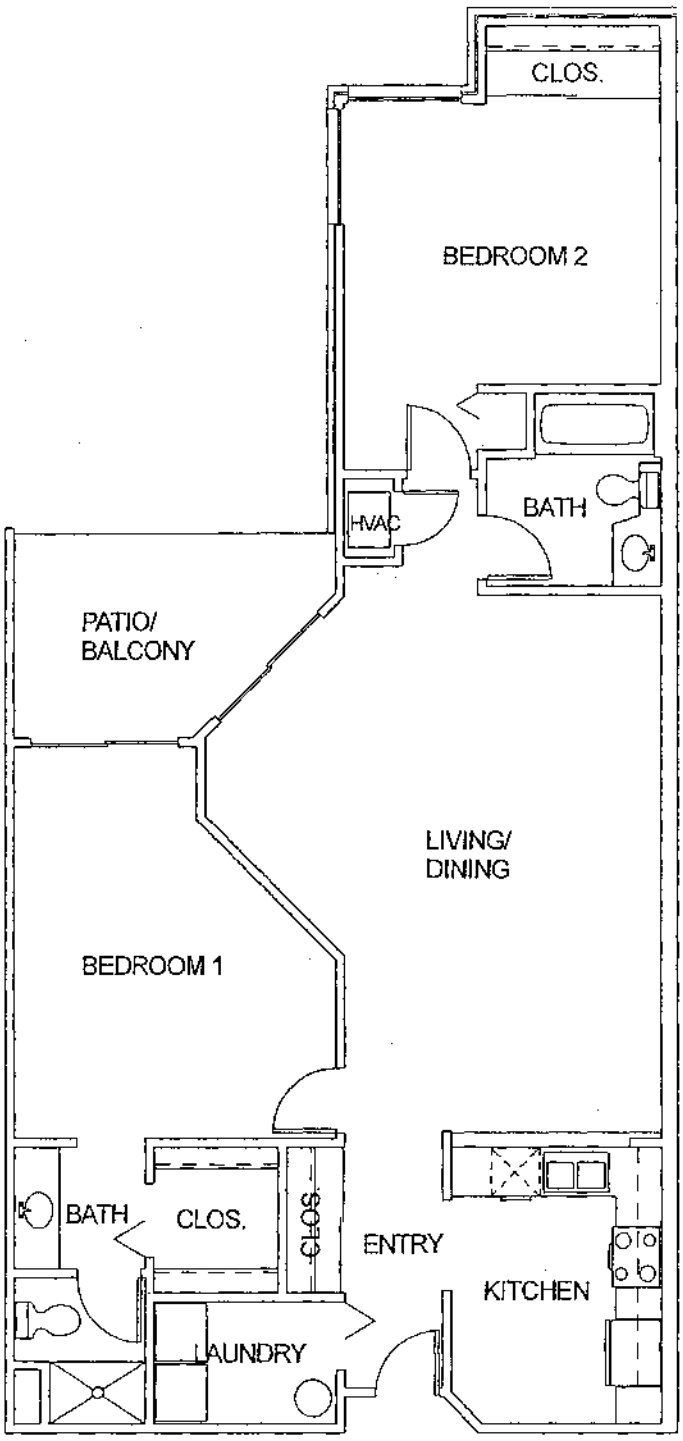
GLENDALE LAKES
FIRST FLOOR PLAN



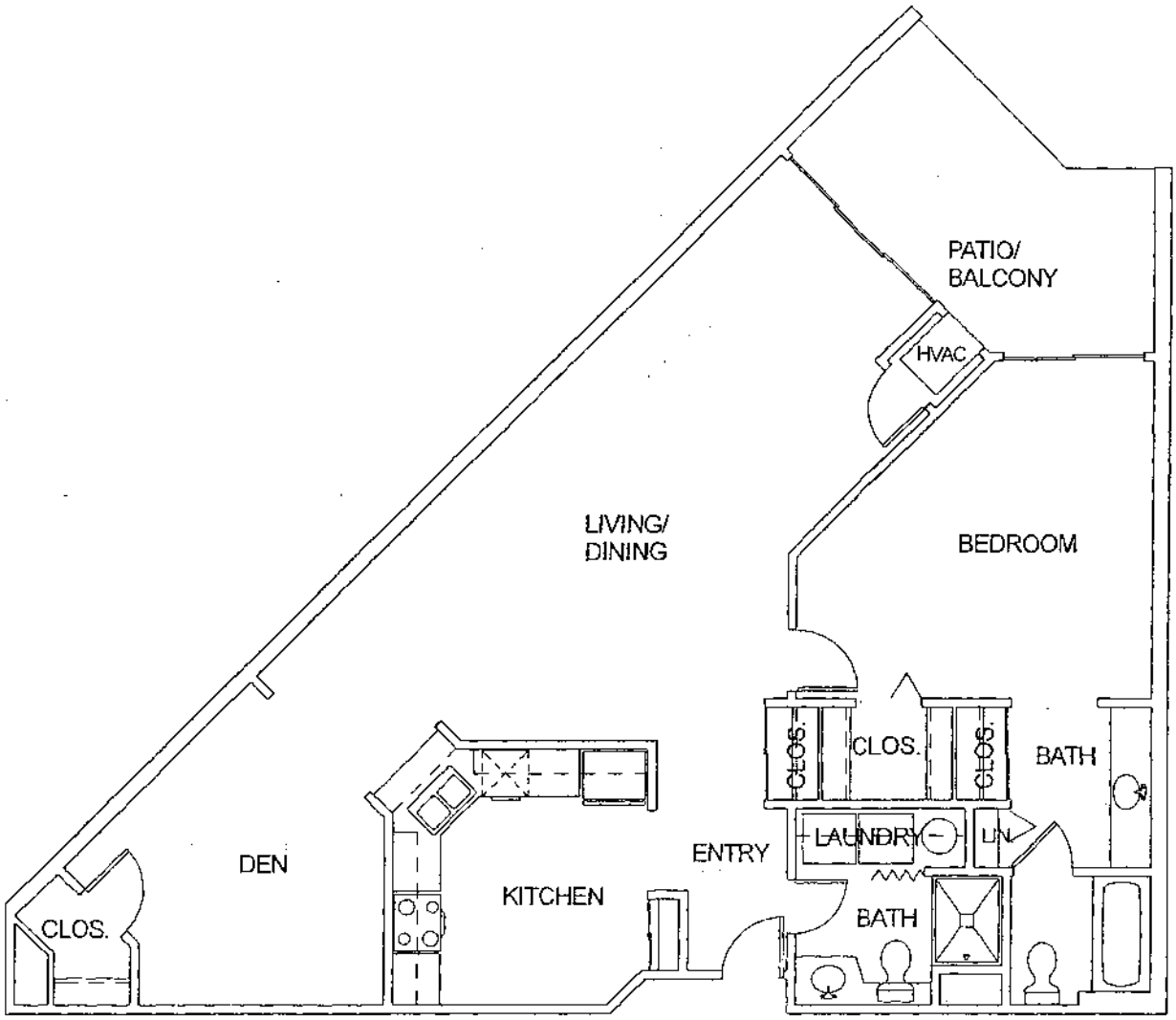
GLENDALE LAKES
SECOND FLOOR PLAN



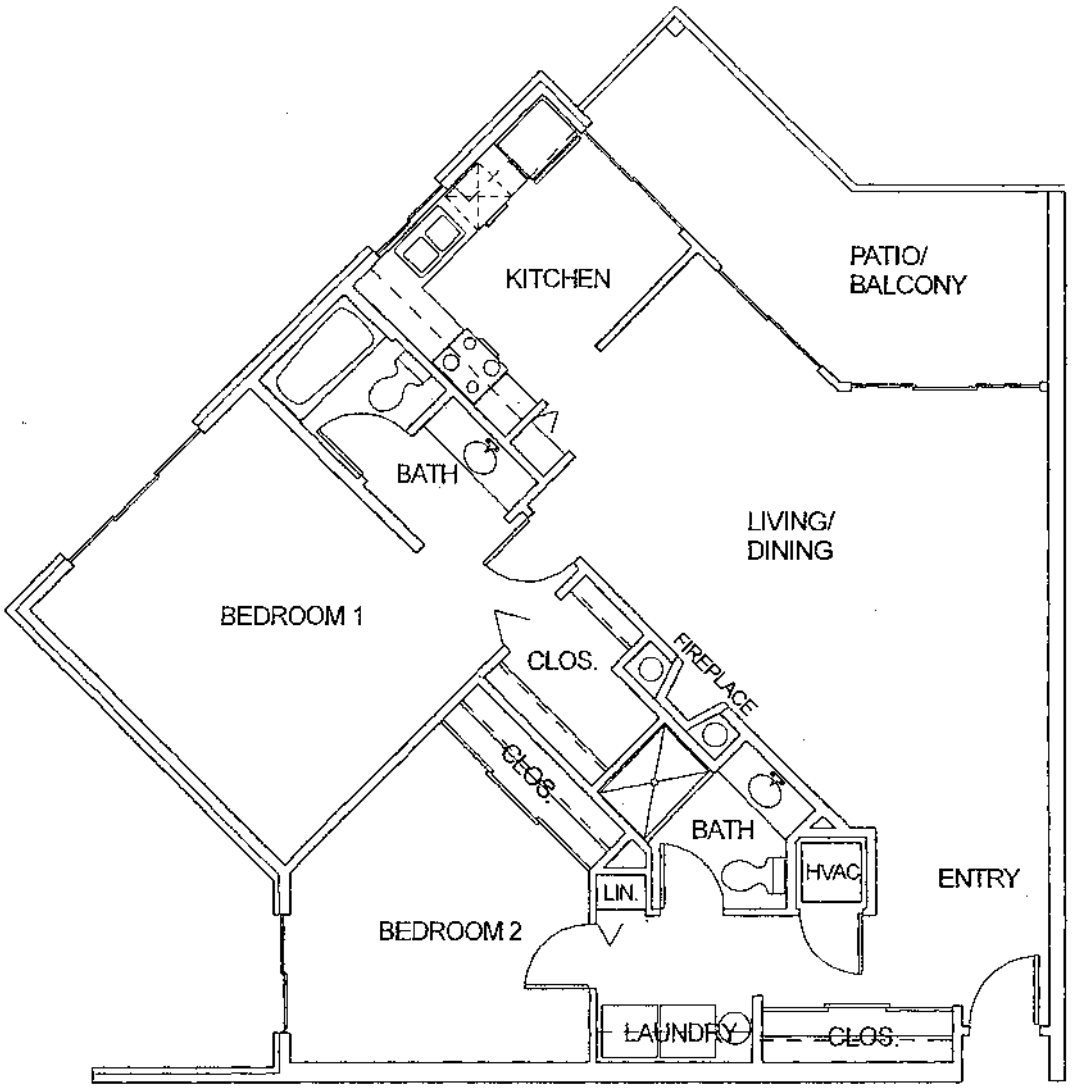
GLENDALE LAKES
THIRD FLOOR PLAN



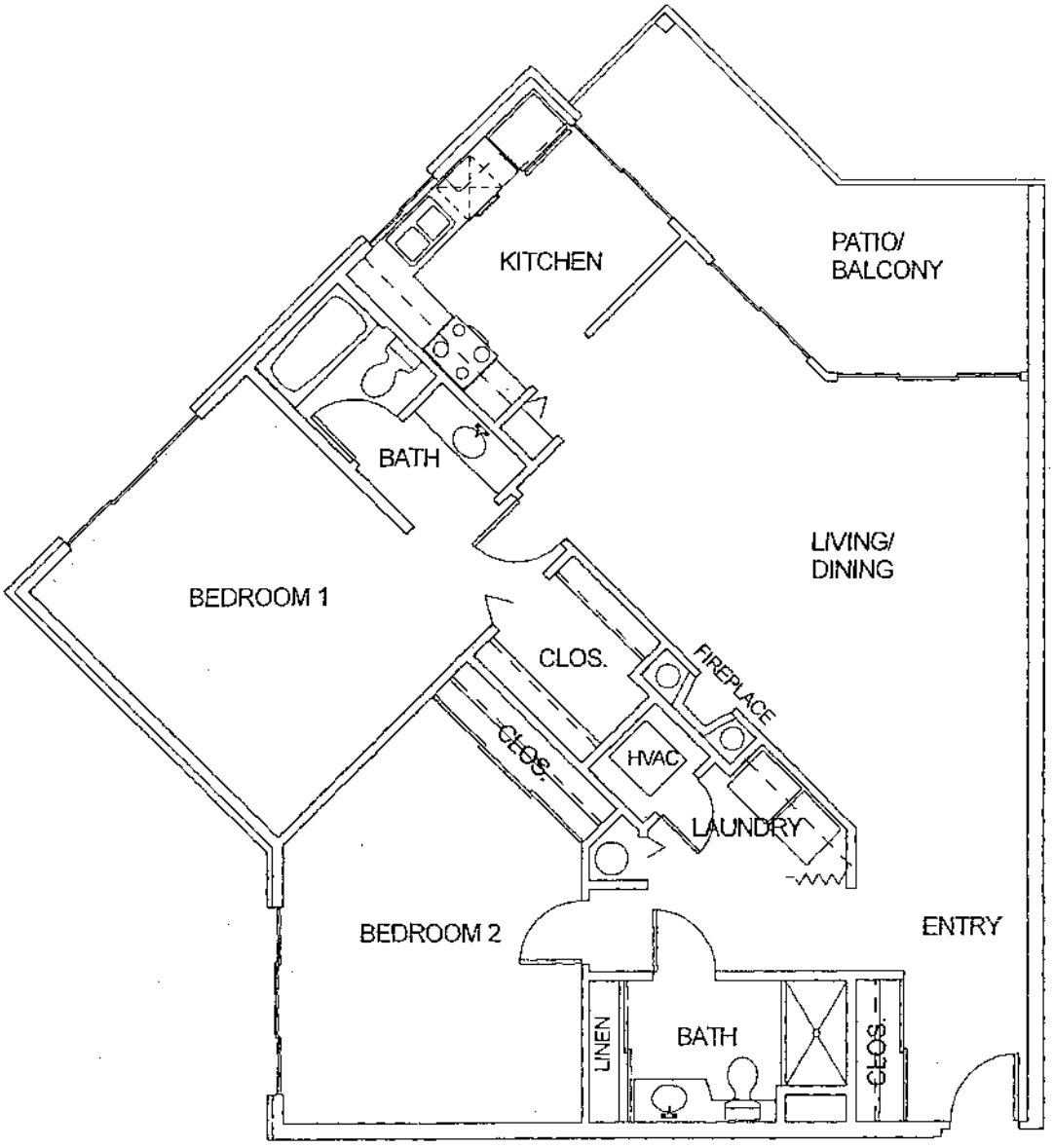
UNIT TYPE A
FLOOR PLAN
SCALE: 1/8"=1'



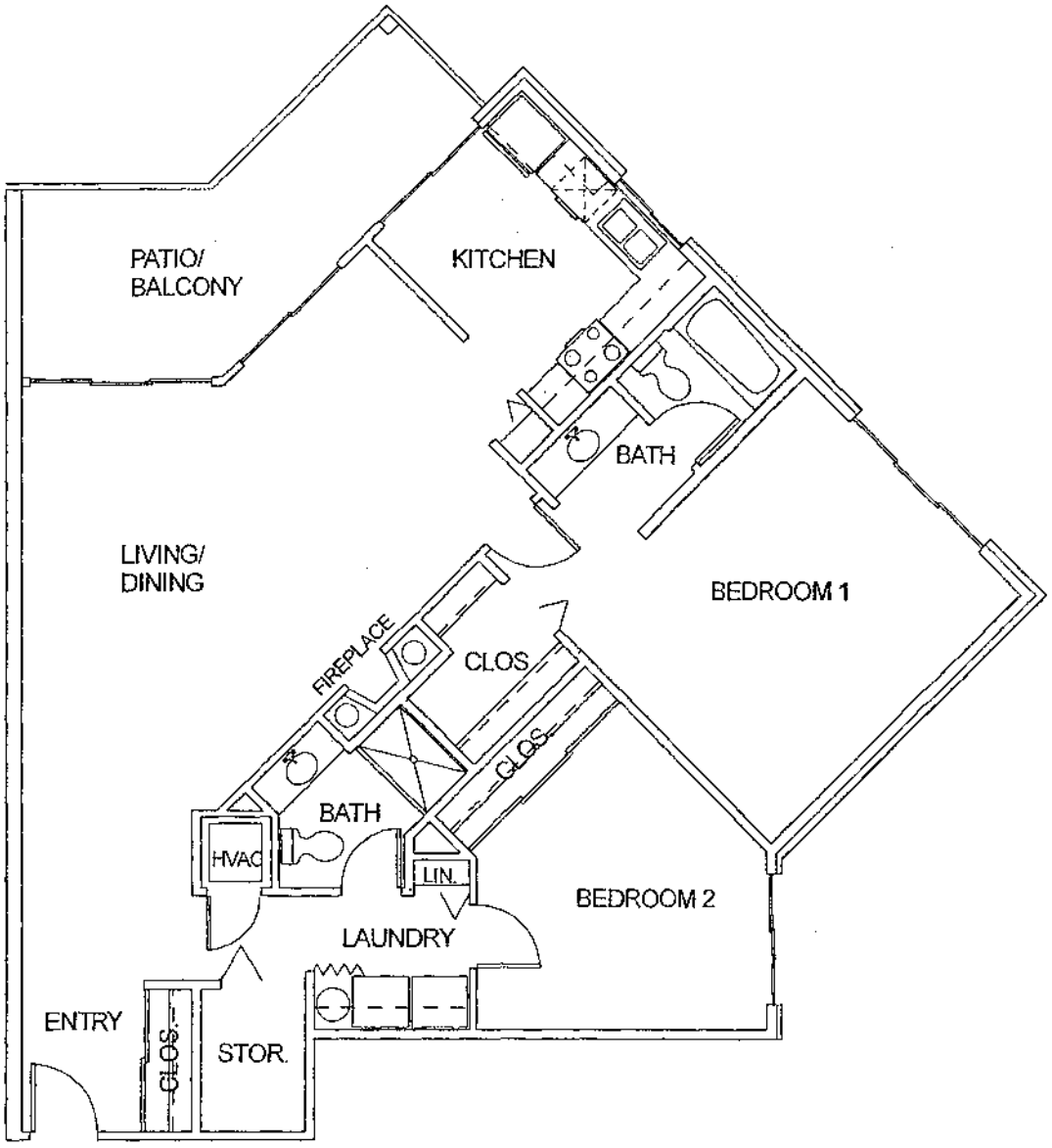
UNIT TYPE B
FLOOR PLAN
SCALE: 1/8"=1'



UNIT TYPE C
FLOOR PLAN
SCALE: 1/8"=1'



UNIT TYPE D
FLOOR PLAN
SCALE: 1/8"=1'



UNIT TYPE E
FLOOR PLAN
SCALE: 1/8"=1'

5909 NORTH MILWAUKEE RIVER PARKWAY • GLENDALE, WISCONSIN 53209 • (414) 228-1710

PERMIT NO. 18638 DATE 10/21/88

TO THE INSPECTOR OF BUILDINGS:

The undersigned hereby applies for a permit to build, construct, alter, use and/or remodel and occupy or install on premises in accordance with plans, specifications, certified survey and plot plan of premises, and other data herewith filed, according to the following statement.

Permit requested for ..... New Construction/Glendale Lakes

Name of Owner ..... Armin Nankin

Address of Owner ..... 700 West Michigan Avenue, Milwaukee, Wisconsin

Address of Building Site ..... 7600 West Green Tree Road

Structure Location on ..... Side of ..... St. Ave. Rd.

¼ Section Legal Description ..... Key Number 126-8996-003

Lot ..... Block ..... Subdivision .....

Name of Arch., Design. or Eng .....

Address .....

Name of Contractors ... Math Starck and Sons, Inc. ... (Peter Cook)

Addresses ..... P.O. Box 37

Hales Corners, WI

Proposed Occupancies: 1st Floor .....

2nd Floor .....

Upper Floors .....

ZONING DATA

Use District .. Planned Unit Development ..... Height .....

Size of Building ..... Sq. ft.

No. of Stories in height ..... Area of lot .....

ZONING REQUIREMENTS

ALLOWABLE BLDG. NET AREA	REQUIRED	PROVIDED	ALLOWABLE BLDG. NET AREA	REQUIRED	PROVIDED
Total Building	..... sq.ft.	..... sq.ft.	Side Yards (East/South)	..... ft.	..... ft.
Main Building	..... sq.ft.	..... sq.ft.	Rear Yard	..... ft.	..... ft.
Accessory Building	..... sq.ft.	..... sq.ft.	Set Back from Street	..... ft.	..... ft.
No. of families and Apts.	.....	.....	Height of Bldg.	..... ft.	..... ft.
Side Yards (West/North)	..... ft.	..... ft.	Cu. Content of Bldg.	..... cu.ft.	..... cu.ft.

Computations .....

1,902,244 cu. ft. @ $4.50/1,000

Structure to Be Used for ..... apartment building

BUILDING BOARD REQUIREMENTS

Approved by Department of Industry, Labor and Human Relations - October 5, 1988.
P.U.D. Approval on August 8, 1988.

BUILDING CONSTRUCTION

Class of Construction .. #7/wood frame protected

Type of Foundations ... concrete ..... Size ... varies ..... Depth Below Grade 4'0" Minimum

ZONING AND BUILDING CODE REQUIREMENTS

All work to comply with I.L.H.R. Chapters 50-64

1) Fire sprinkler code requires sprinkleres throughout the building.
2) HVAC permits not included.
3) Fire access lane must be capable of supporting a 30,000 lb. weight load.

Building plans received ... 10/07/88 ..... Checked by ..... DN ..... Date Checked ... 10/20/88

Owner's estimate of value of building $ 4,000,000.00

5909 NORTH MILWAUKEE RIVER PARKWAY • GLENDALE, WISCONSIN 53209 • (414) 228-1710

PERMIT NO. 19003 DATE 8-03-89

TO THE INSPECTOR OF BUILDINGS:

The undersigned hereby applies for a permit to build, construct, alter, use and/or remodel and occupy or install on premises in accordance with plans, specifications, certified survey and plot plan of premises, and other data herewith filed, according to the following statement.

Permit requested for . . . Heating, Ventilating and Air Conditioning

Name of Owner . . . Glendale Lakes Partnership

Address of Owner . . .

Address of Building Site . . . 1600 W. Green Tree Road

Structure Location on . . . Side of . . . St. Ave. Rd.

. . . ¼ Section Legal Description . . . Key Number 126-8010

. . .

. . . Lot . . . Block . . . Subdivision . . .

Name of Arch., Design. or Eng . . .

Address . . .

Name of Contractors . . . John S. Jung, Inc.

Addresses . . . 16055 W. Ryerson Road,

. . . New Berlin, WI. 53151

Proposed Occupancies: 1st Floor . . . 2nd Floor . . . Upper Floors . . .

ZONING DATA

Use District . . . Planned Development . . . Height . . .

Size of Building . . . Sq. ft.

No. of Stories in height . . . Area of lot . . .

ZONING REQUIREMENTS

ALLOWABLE BLDG. NET AREA	REQUIRED	PROVIDED	ALLOWABLE BLDG. NET AREA	REQUIRED	PROVIDED
Total Building	. . . sq.ft.	. . . sq.ft.	Side Yards (East/South)	. . . ft.	. . . ft.
Main Building	. . . sq.ft.	. . . sq.ft.	Rear Yard	. . . ft.	. . . ft.
Accessory Building	. . . sq.ft.	. . . sq.ft.	Set Back from Street	. . . ft.	. . . ft.
No. of families and Apts.	. . .	. . .	Height of Bldg.	. . . ft.	. . . ft.
Side Yards (West/North)	. . . ft.	. . . ft.	Cu. Content of Bldg.	. . . cu.ft.	. . . cu.ft.

Computations . . .

Structure to Be Used for . . . Apartment Building / 97 Units

BUILDING BOARD REQUIREMENTS

Department of ~~Industry~~ Industry, Labor and Human Relations Approval 10/5/88

BUILDING CONSTRUCTION

Class of Construction . . . Wood Frame - Type 7

Type of Foundations . . . Size . . . Depth Below Grade . . .

ZONING AND BUILDING CODE REQUIREMENTS

All work to comply with ILHR Chapter 64

Heating	A/C
(2) 80,000 BTU	(2) 4 Ton
(15) 44,000 BTU	(2) 3 Ton
(2) 680,000 BTU Make-up	(15) 2 Ton
	(5) 1 Ton

(82) 36,000 BTU Htg. & A/C - 120,000 Sq. Ft. Conditioned Area

Building plans received . . . 1/23/89 . . . Checked by . . . D. Nowak . . . Date Checked . . . 1/23/89

Owner's estimate of value of building $ . . . 284,500

INSPECTION DEPARTMENT

Certificate of Occupancy

No. 18638

City of Glendale, Wis. January 24, 1990

Issued to Armin Nankin - Glendale Lakes Apartments

Owner Armin Nankin

Permission is hereby granted to occupy the

multi-family apartment building

Address 1600 West Green Tree Road

To be used for planned unit development.

"Section 8.07. CERTIFICATE OF OCCUPANCY — OCCUPANCY AND USE OF BUILDINGS. (1) The Building Inspector shall make a final inspection of all new buildings, additions, and alterations. If no violation of this or any other ordinance be found, the Building Inspector shall issue a certificate of occupancy, stating the purpose for which the building is to be used."

Daniel A. Nowak

Inspector of Buildings

VIII-80



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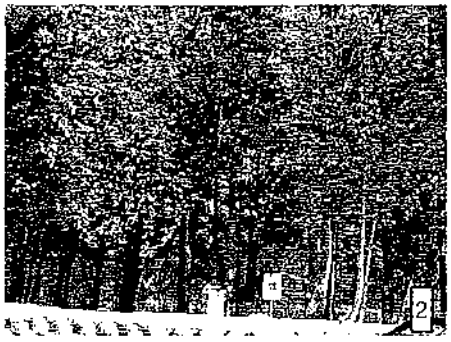
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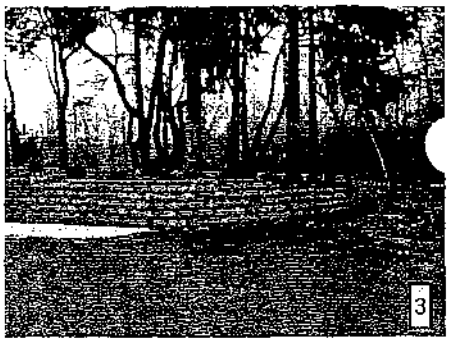
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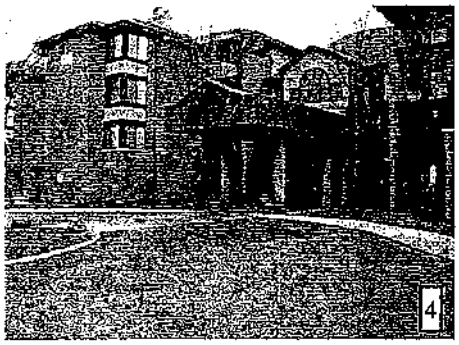
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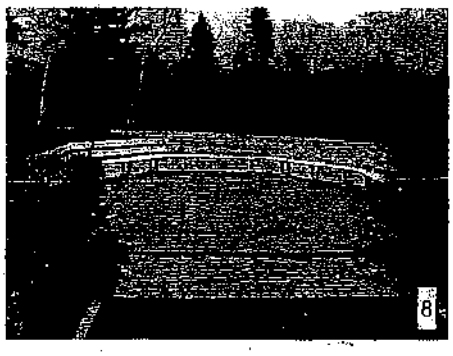
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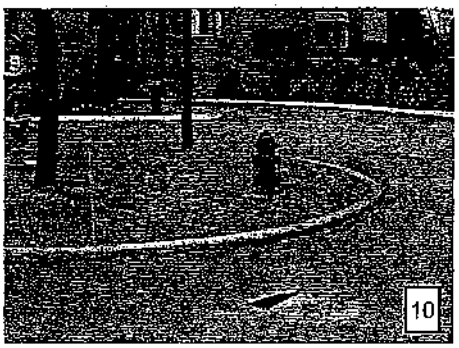
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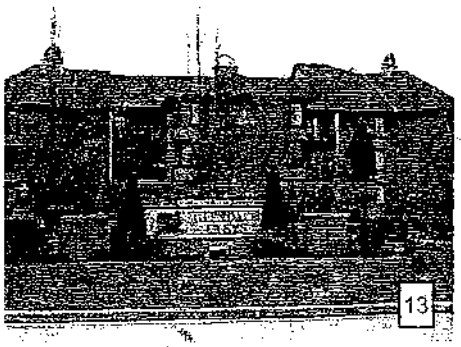
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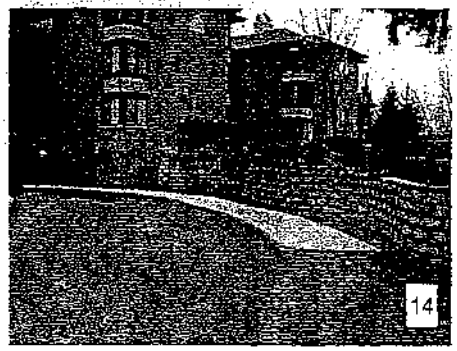
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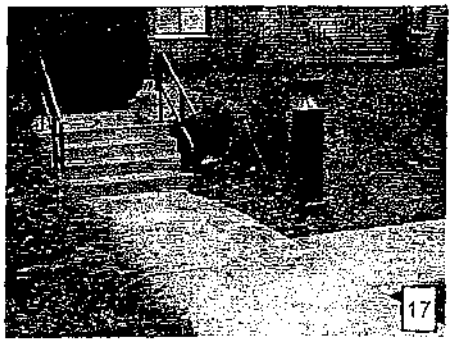
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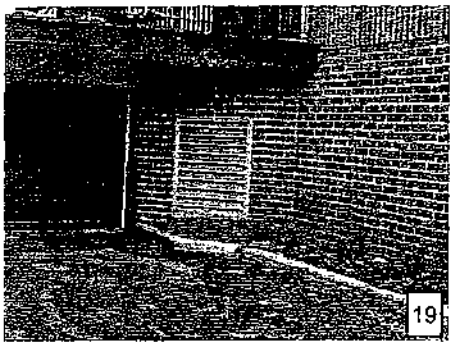
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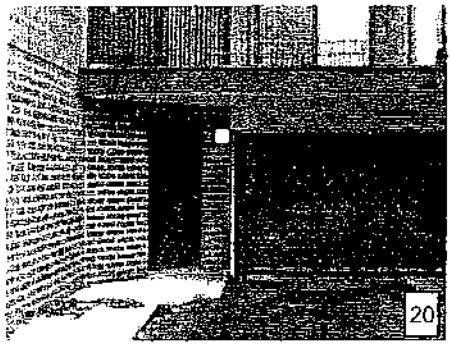
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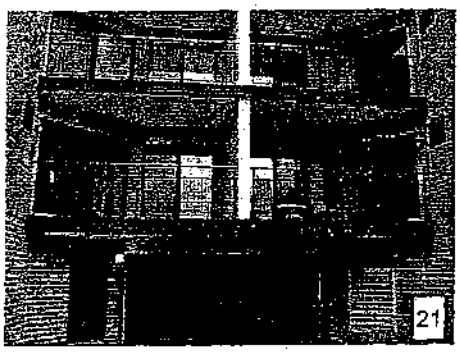
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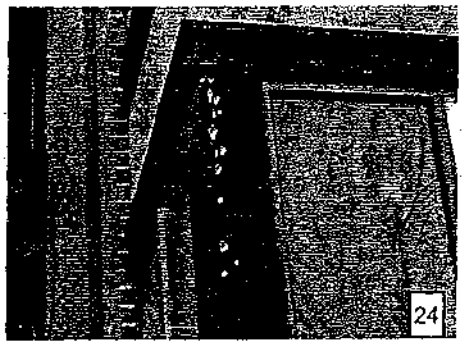
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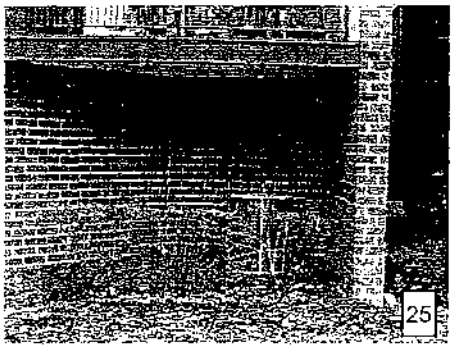
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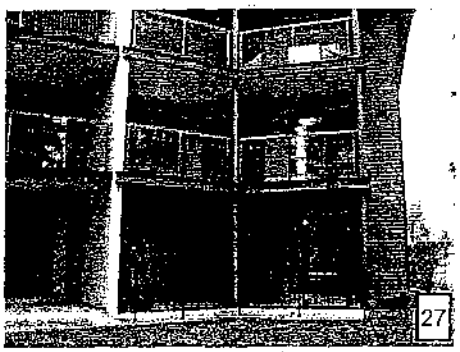
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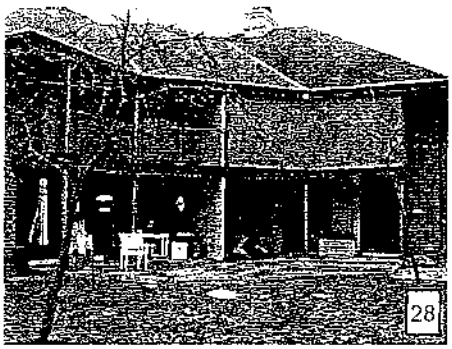
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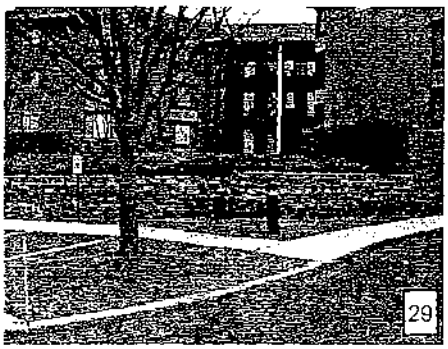
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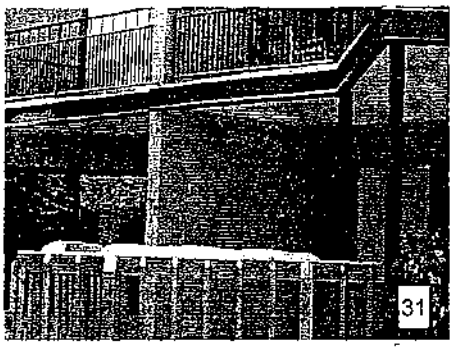
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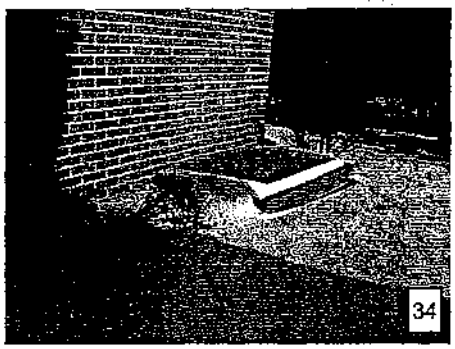
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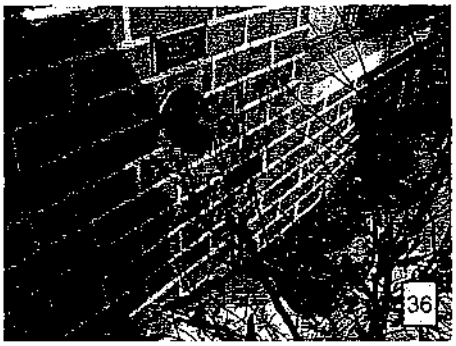
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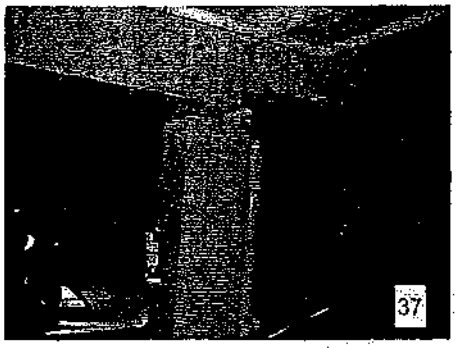
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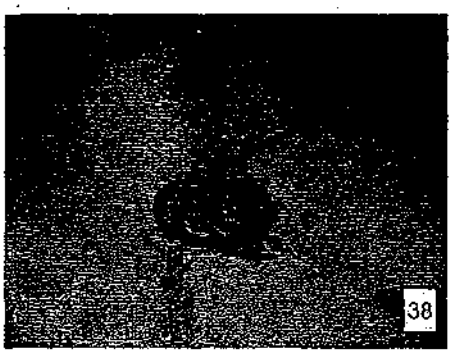
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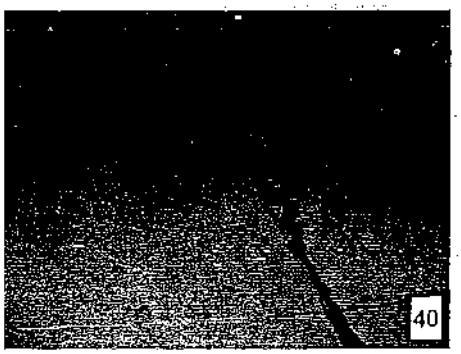
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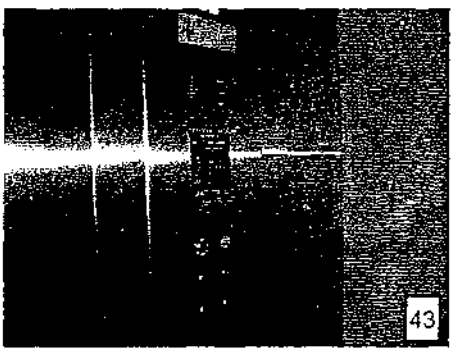
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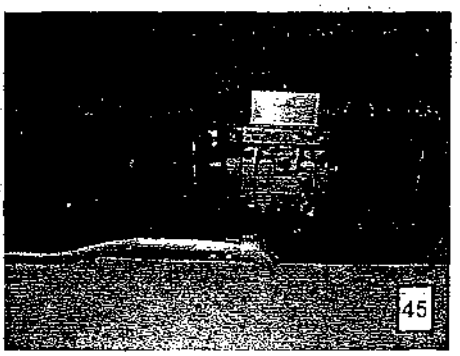
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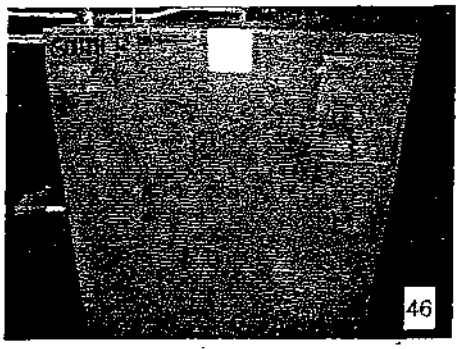
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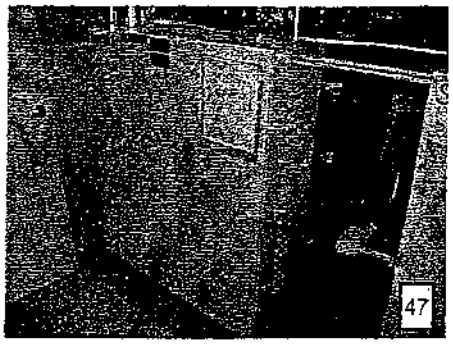
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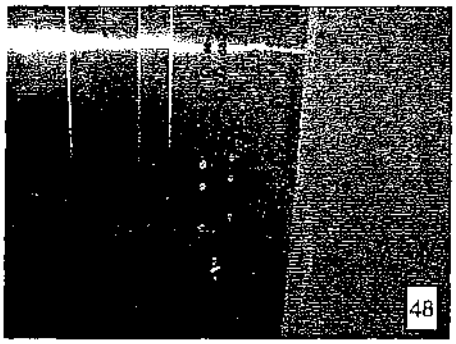
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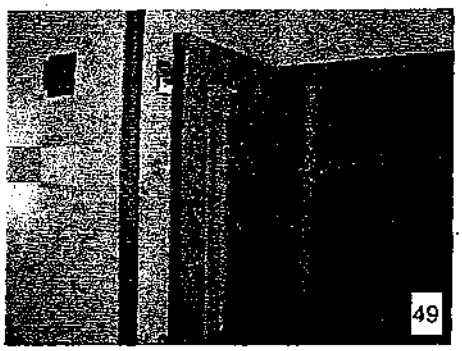
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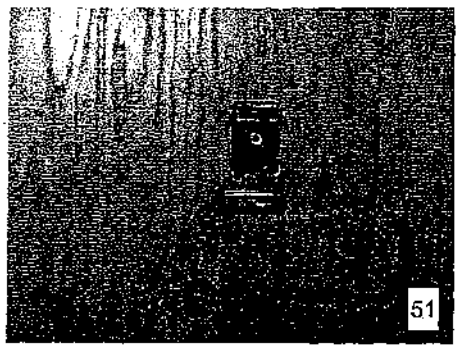
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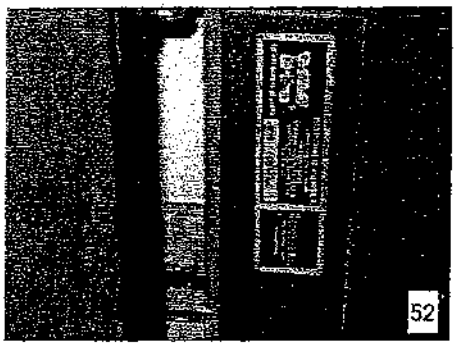
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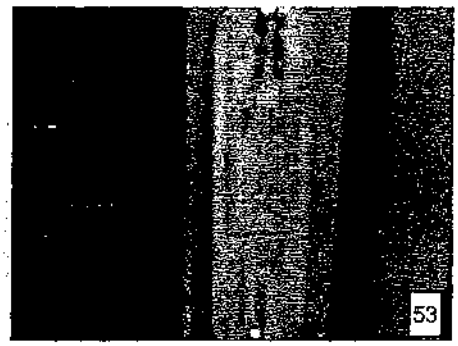
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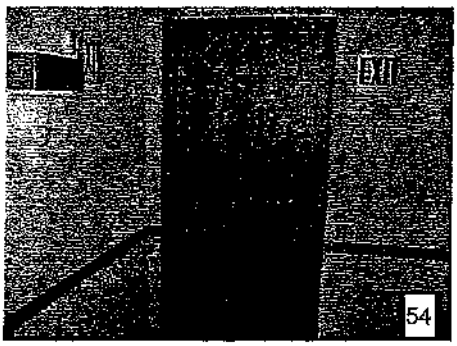
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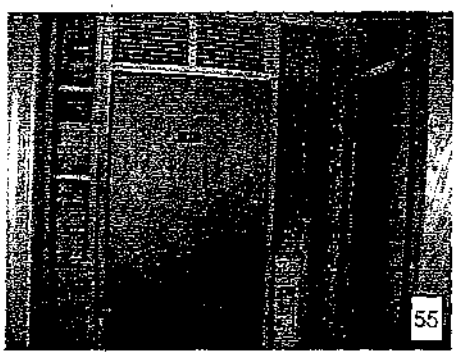
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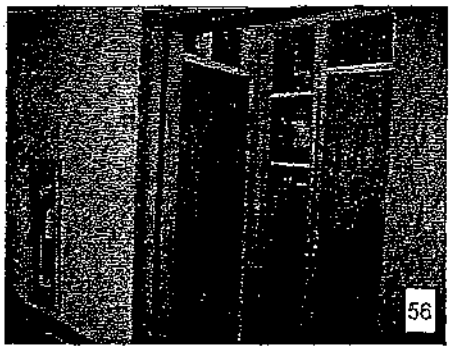
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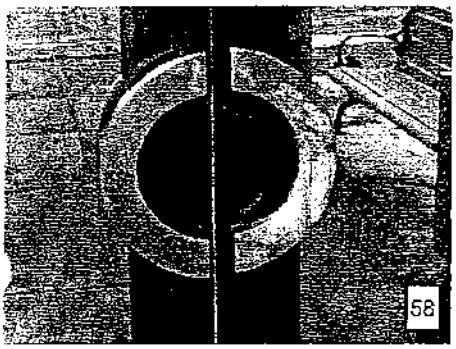
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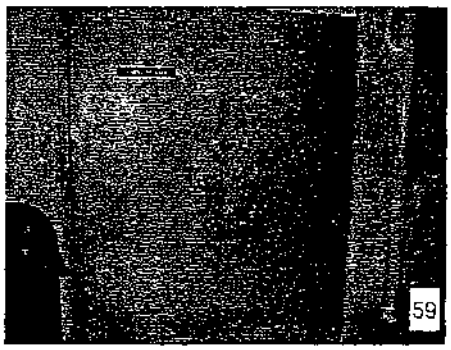
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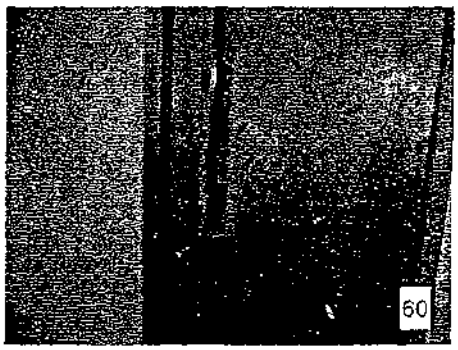
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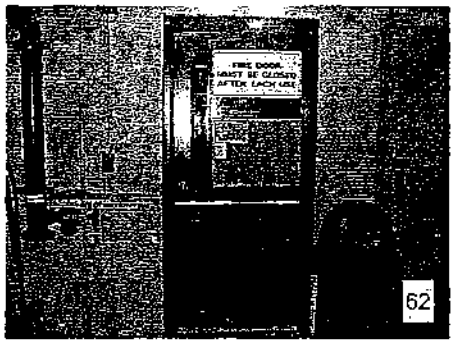

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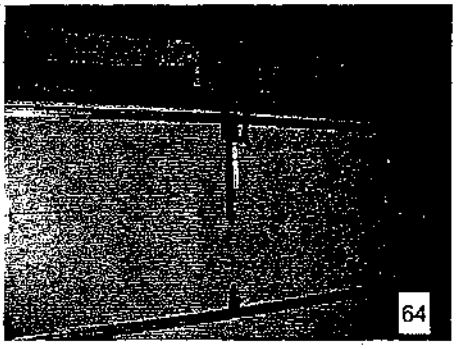
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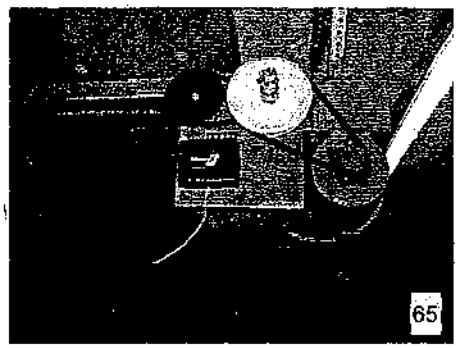
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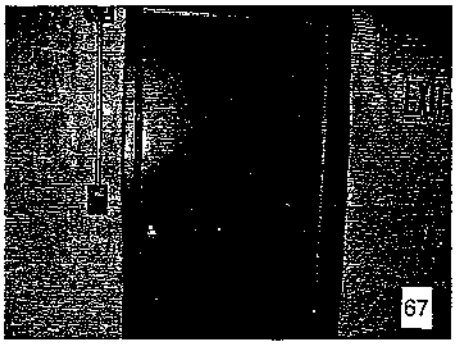
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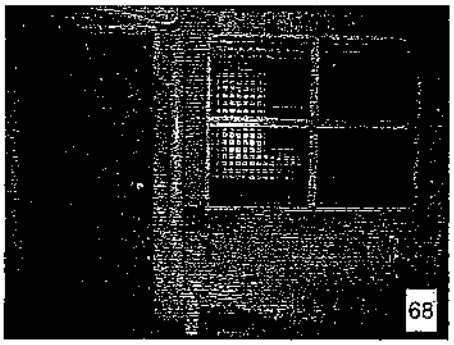
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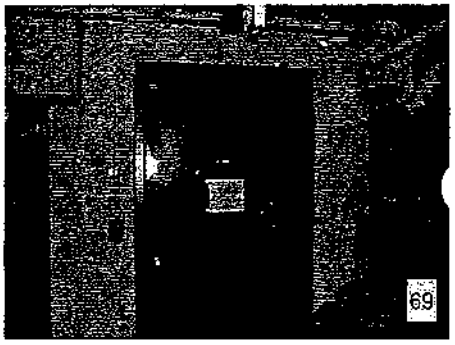
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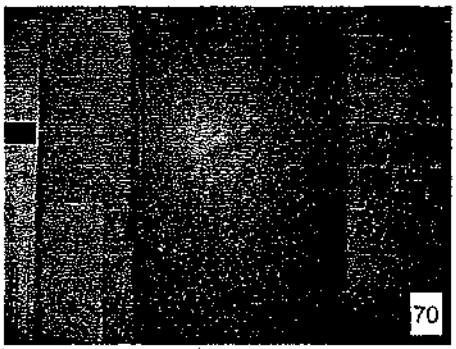
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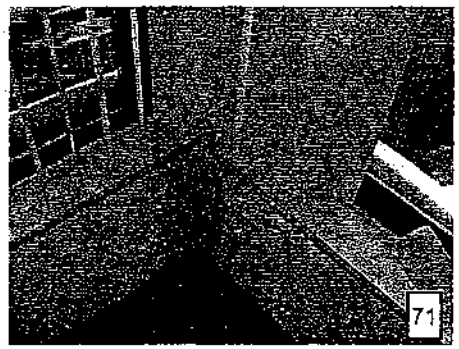
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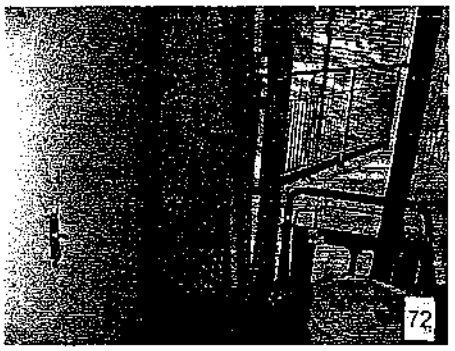
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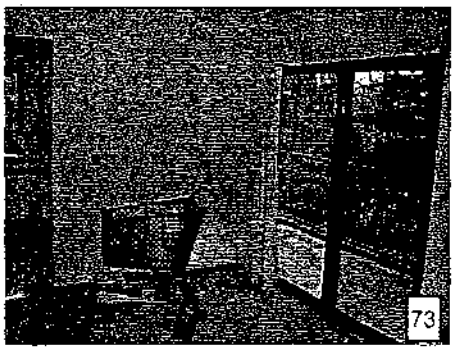
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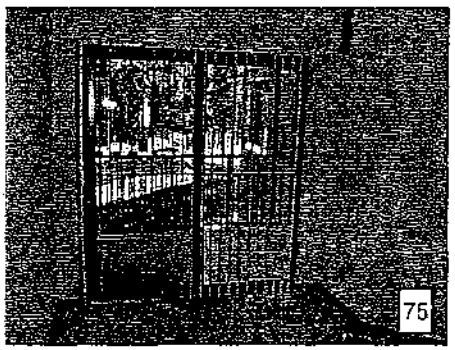
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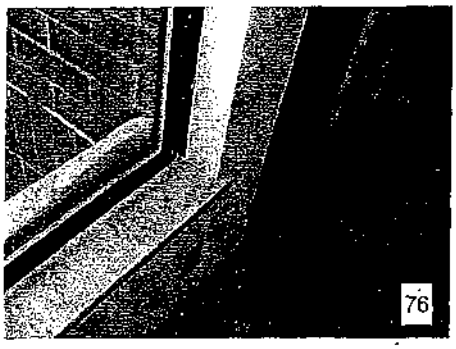
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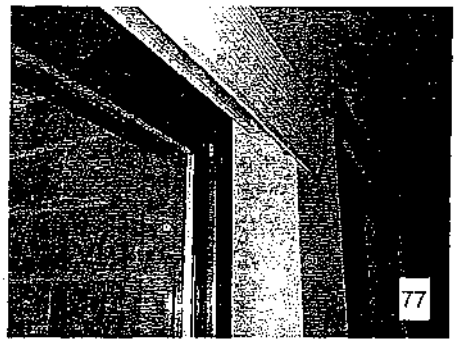
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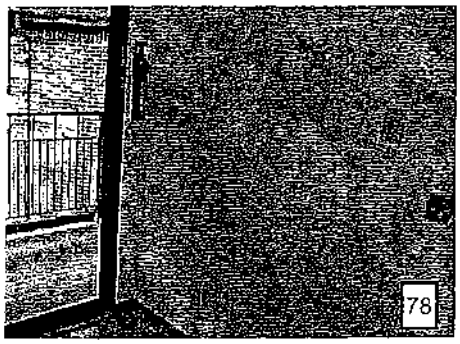
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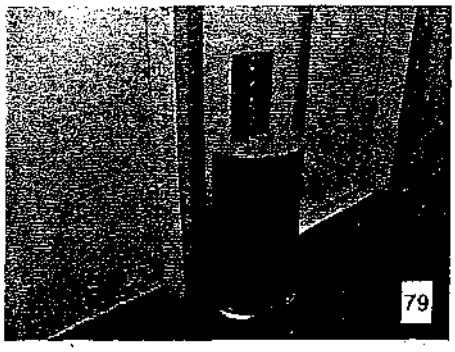
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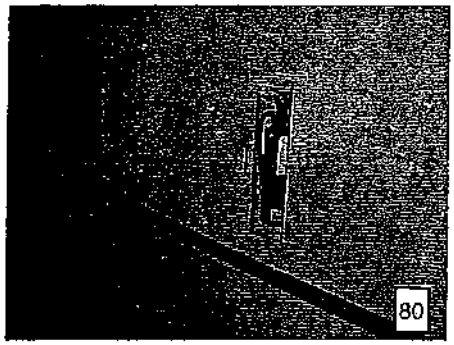
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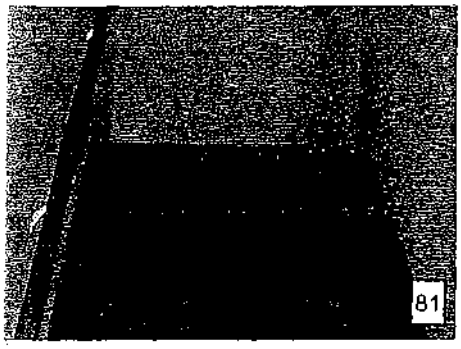
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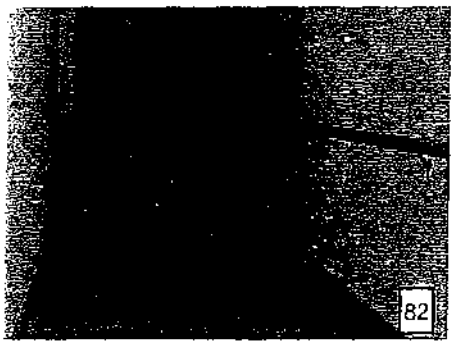
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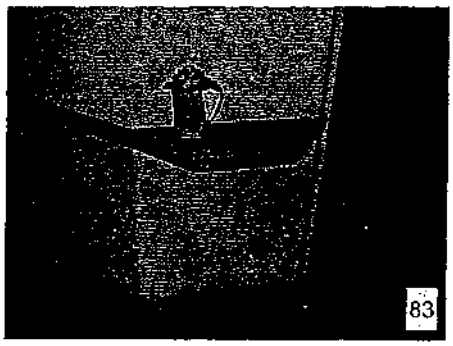
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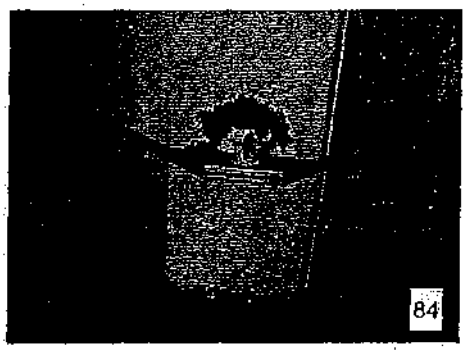
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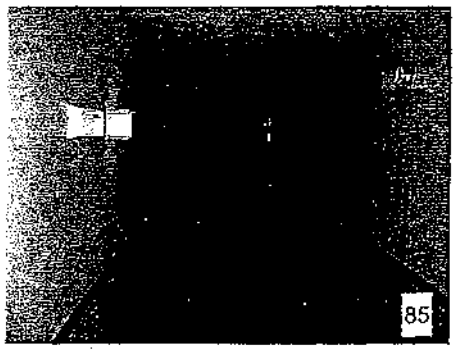
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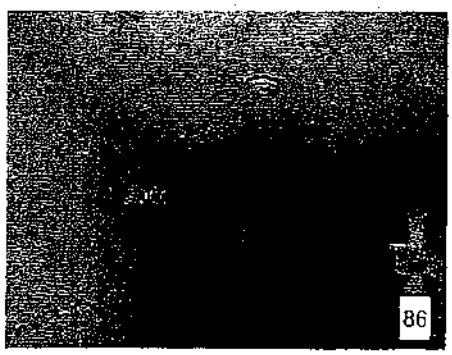
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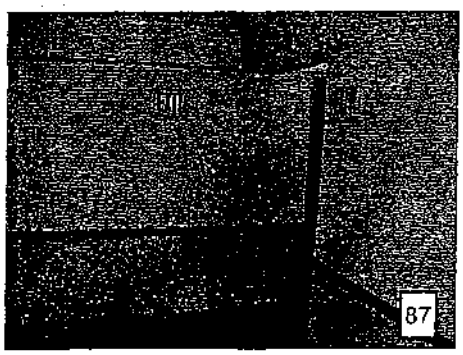
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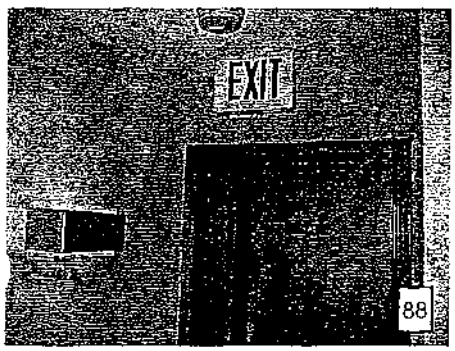
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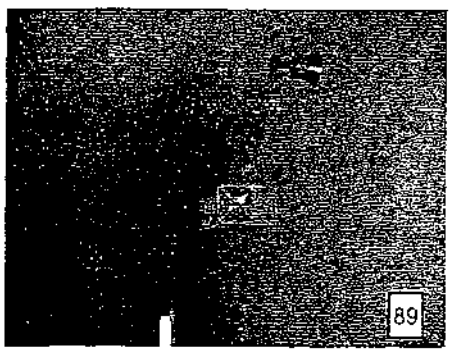
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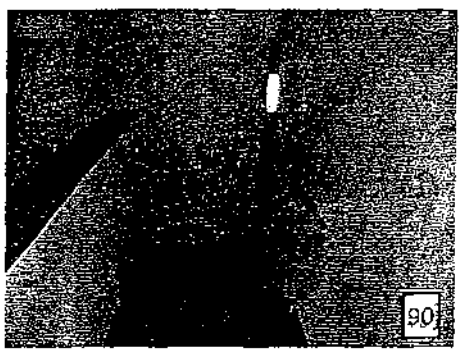
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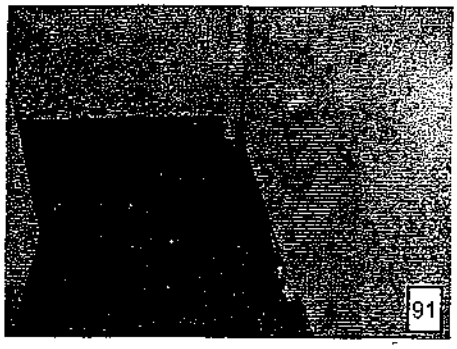
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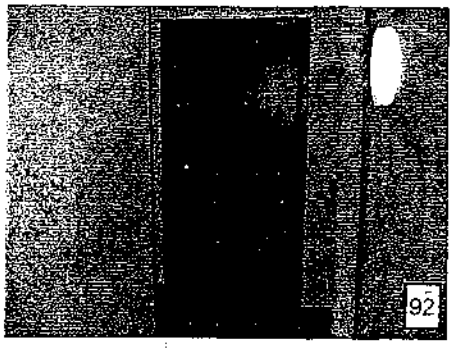
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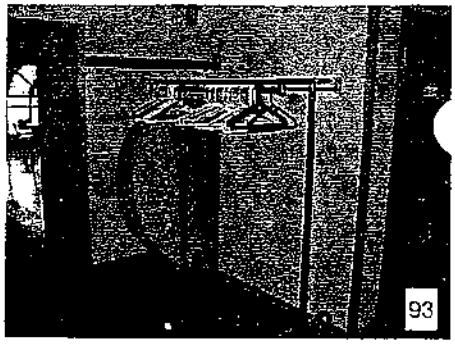
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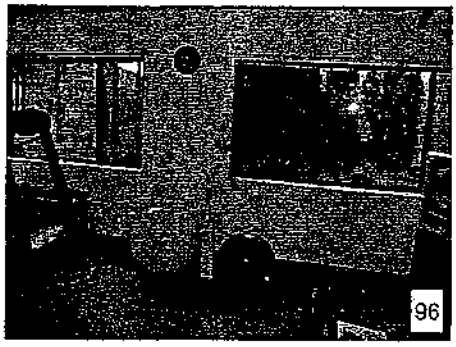
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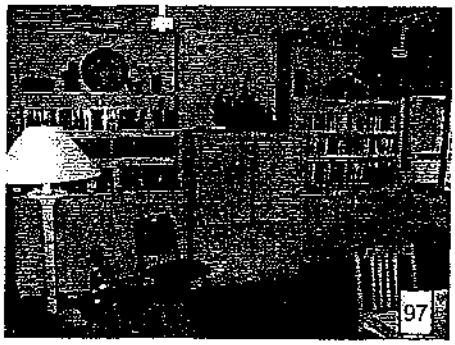
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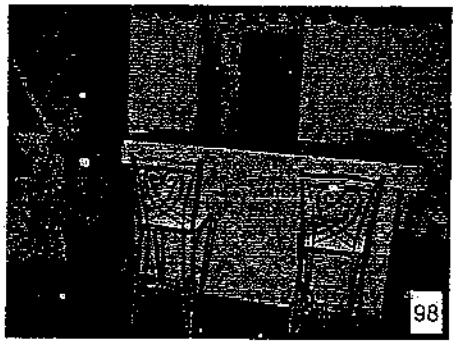
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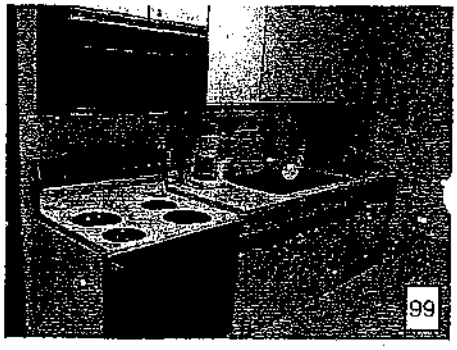
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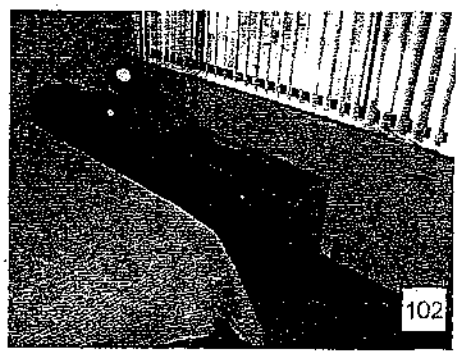
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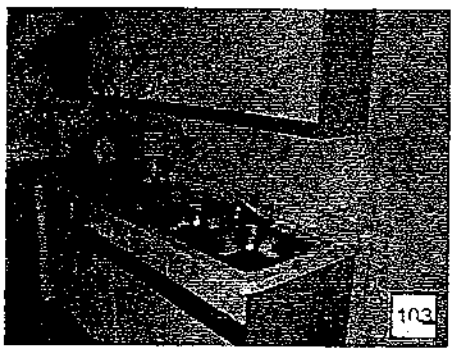
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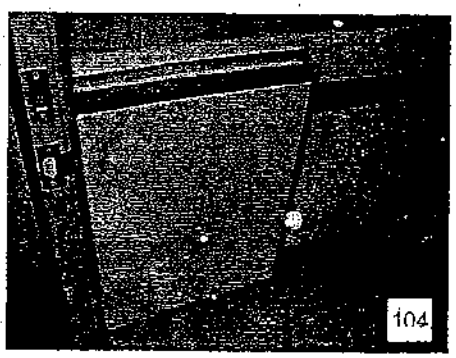
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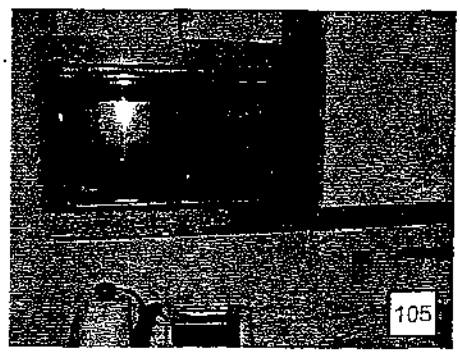
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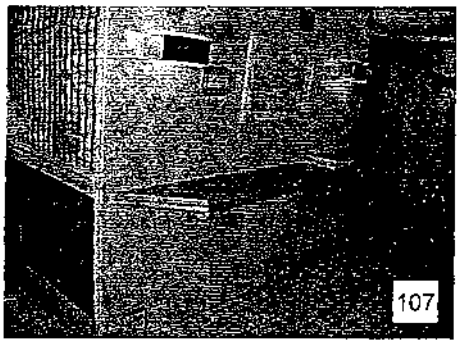
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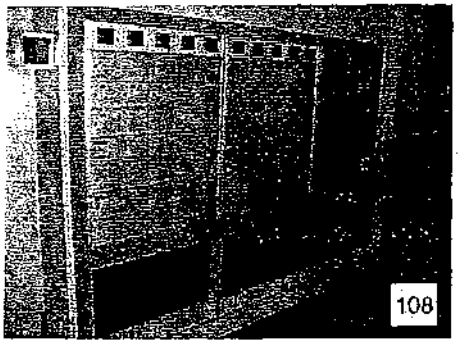
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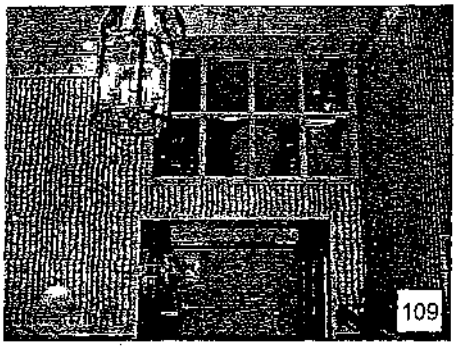
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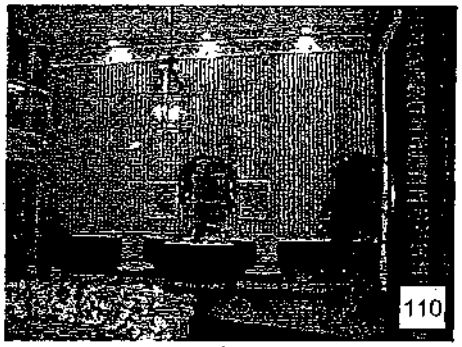
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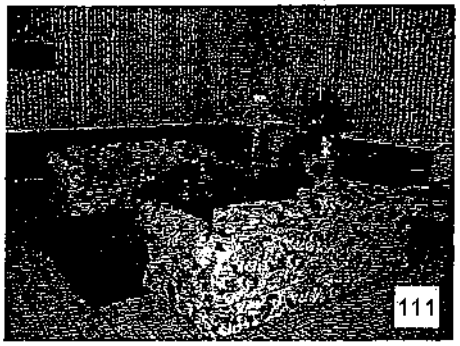
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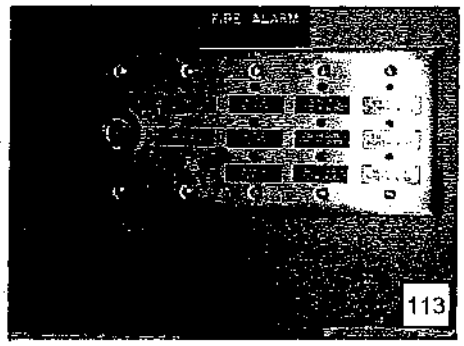

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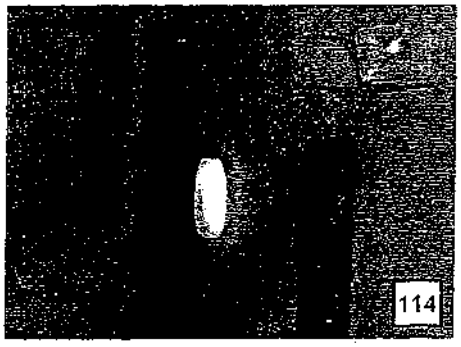
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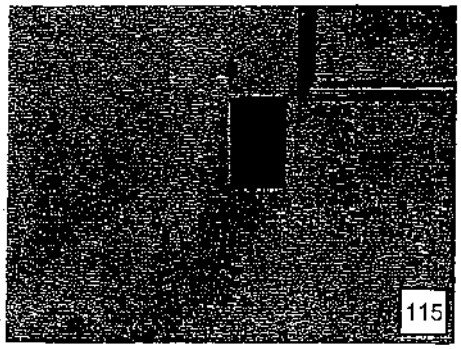
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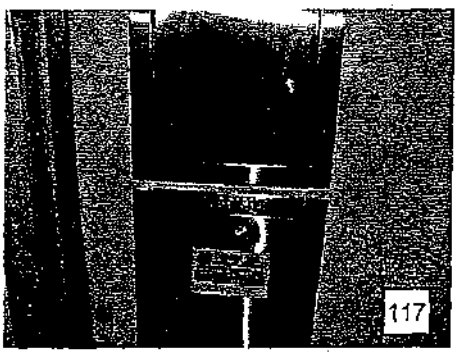
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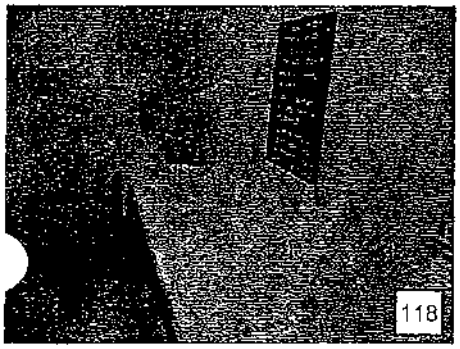
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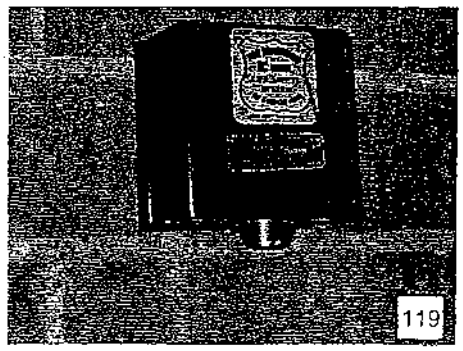
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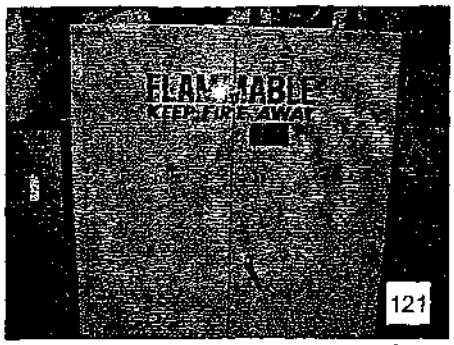

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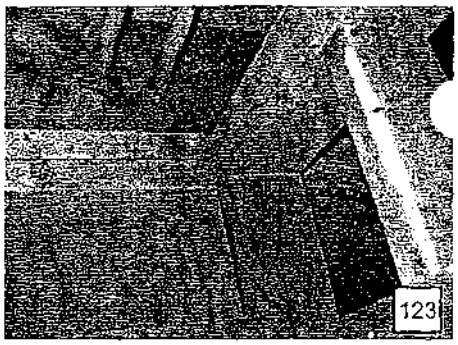
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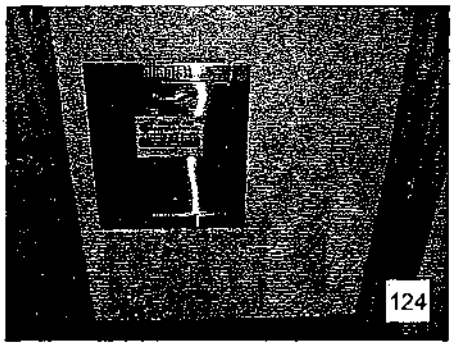
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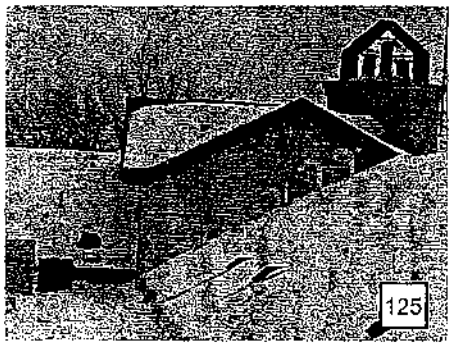
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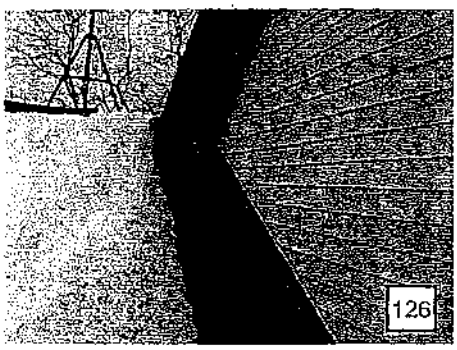
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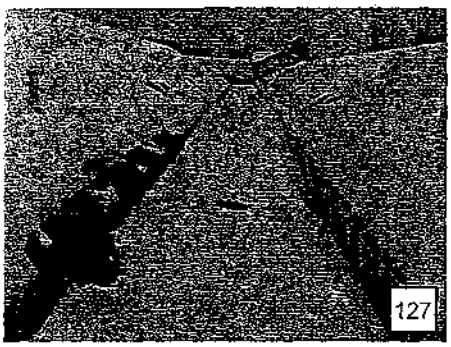
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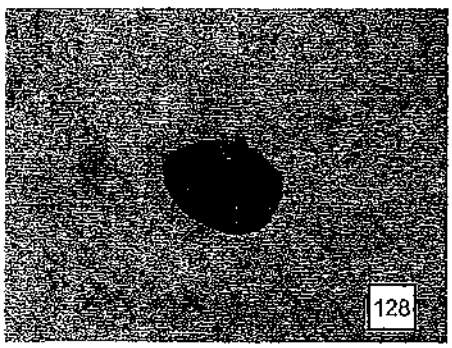
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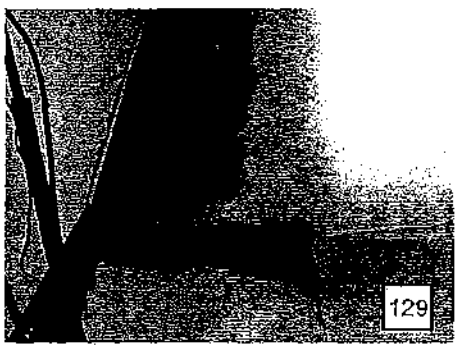
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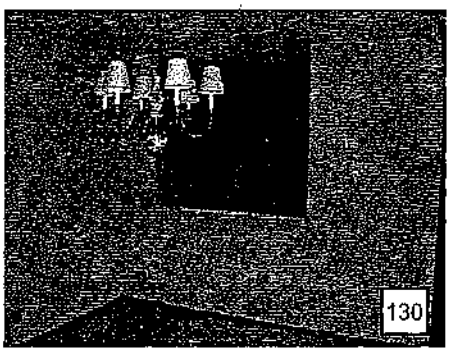
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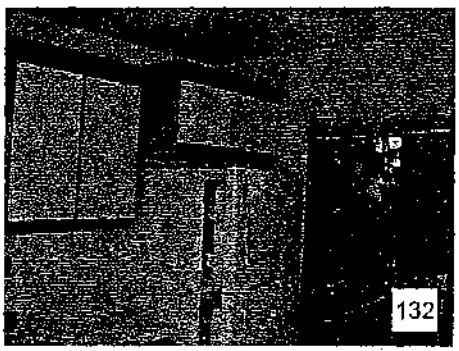
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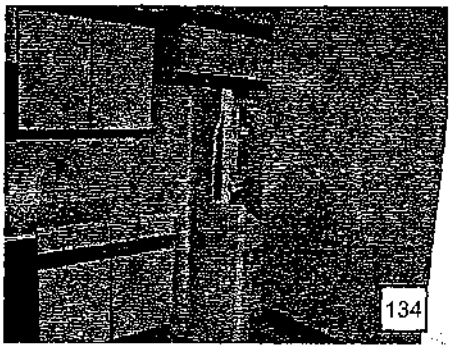
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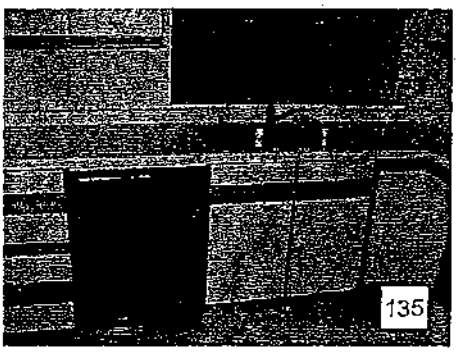
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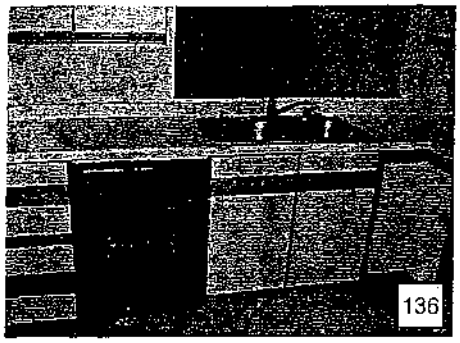
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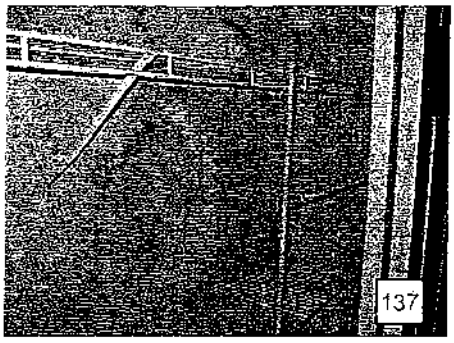
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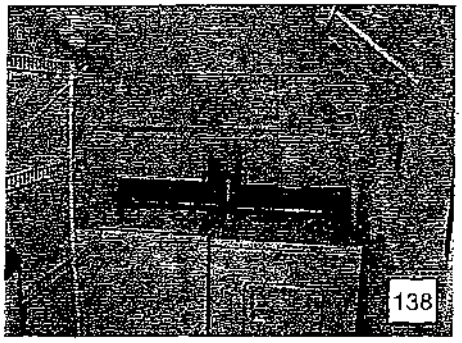
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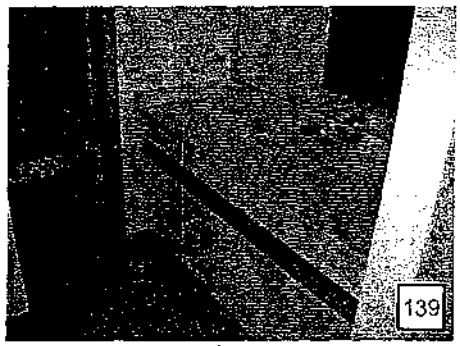
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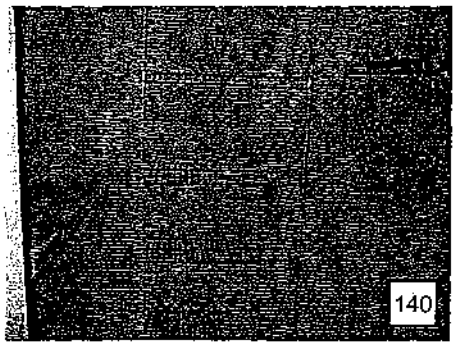
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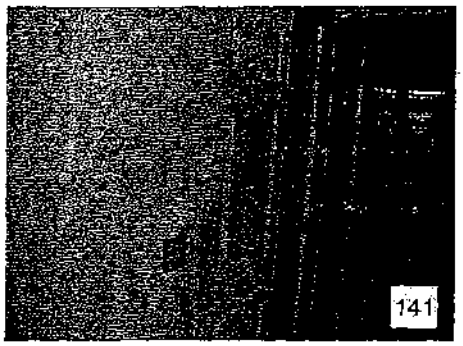
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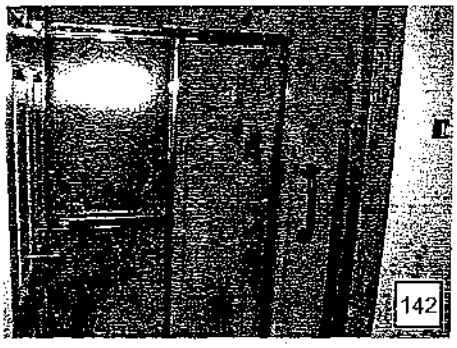
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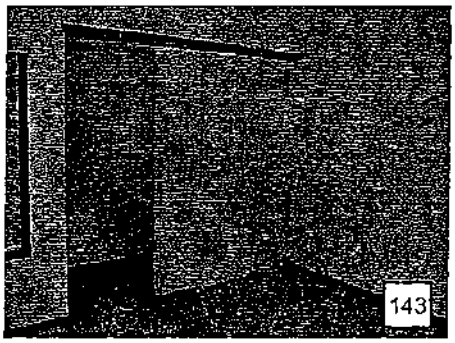
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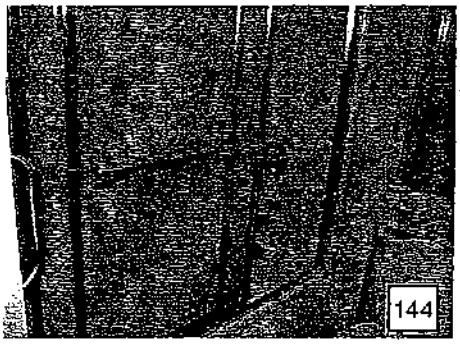
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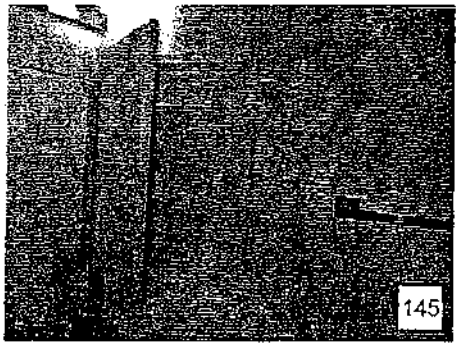
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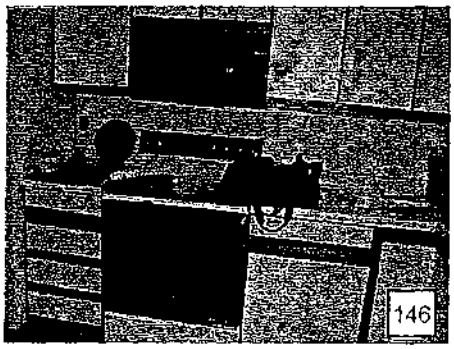
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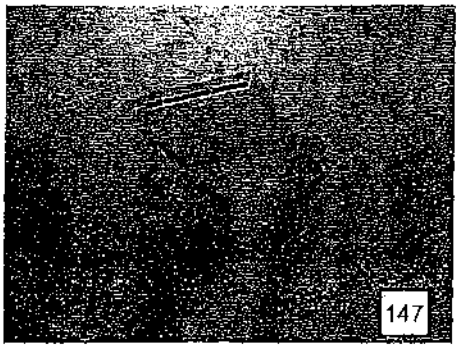
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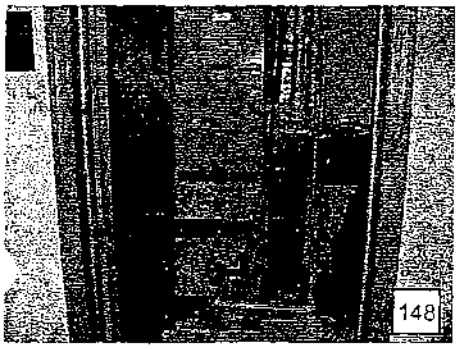
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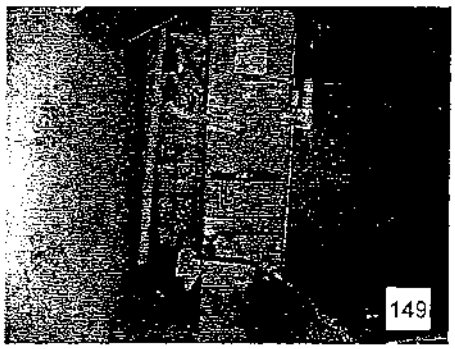
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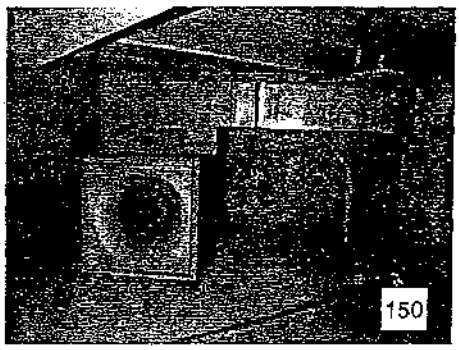
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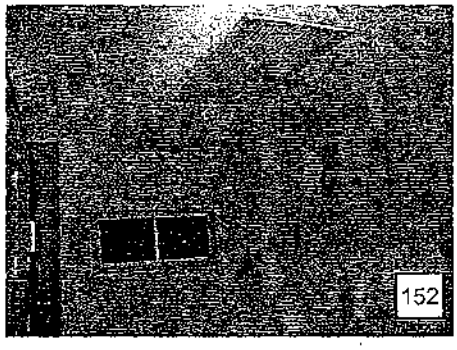
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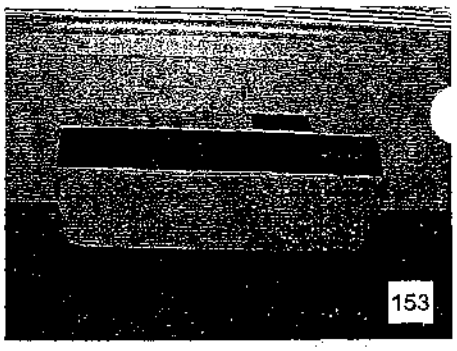
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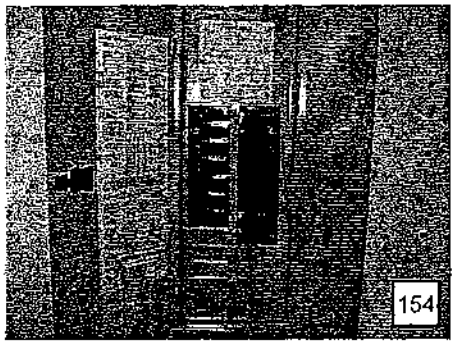
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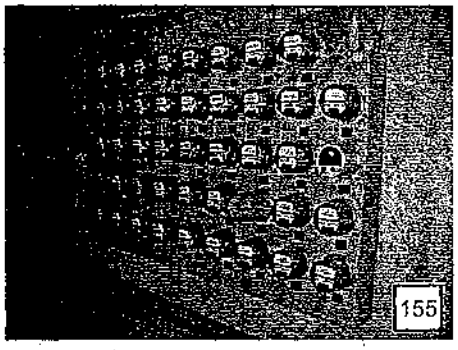
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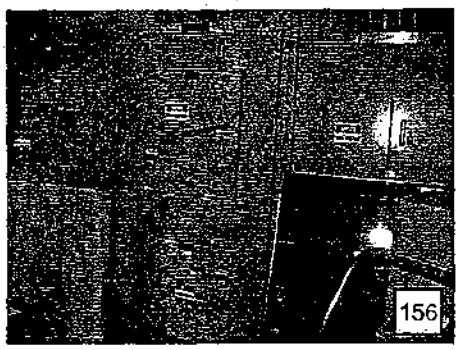
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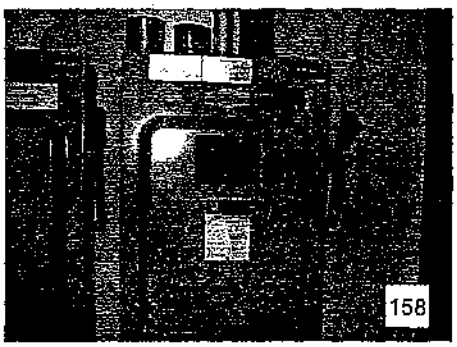
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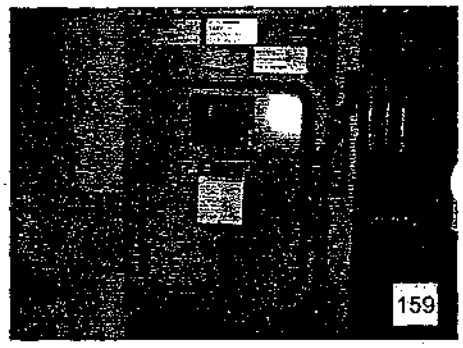
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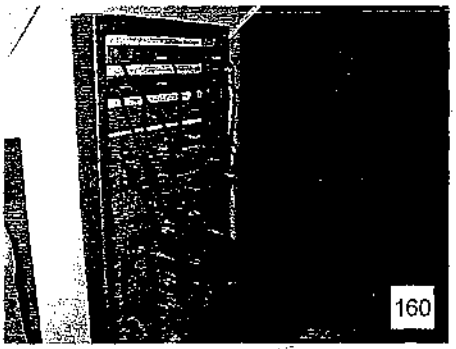
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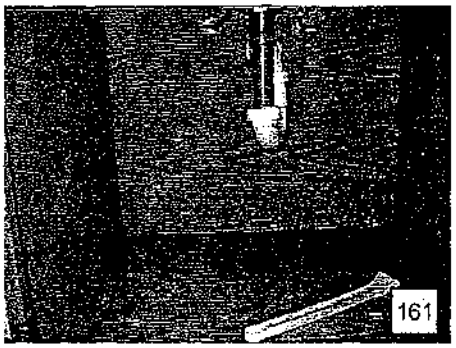
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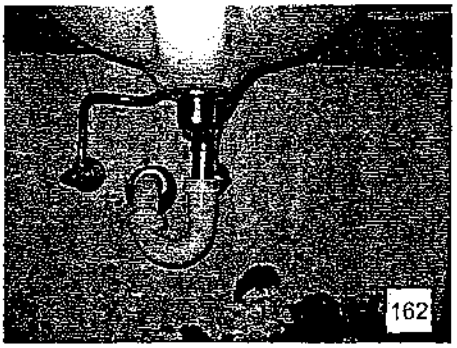
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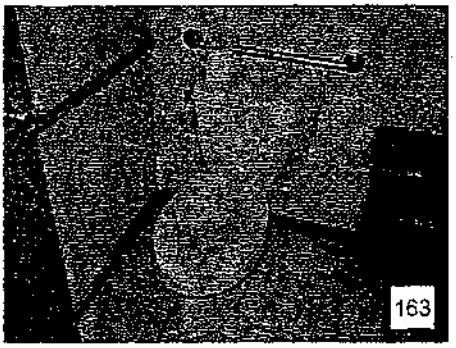
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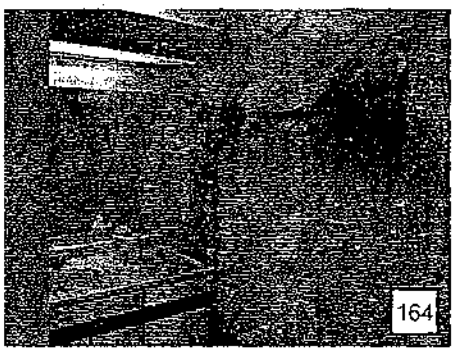
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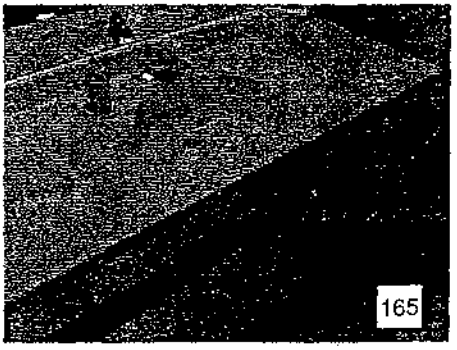
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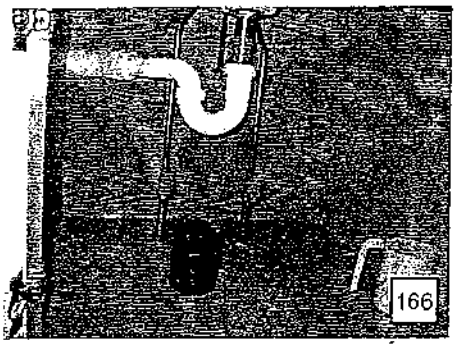
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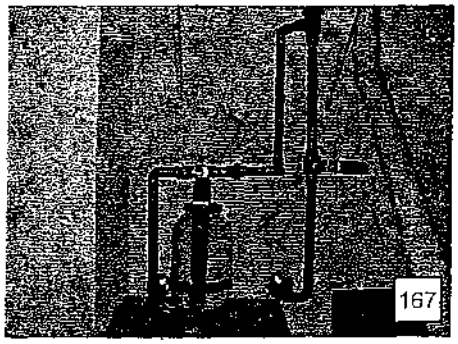
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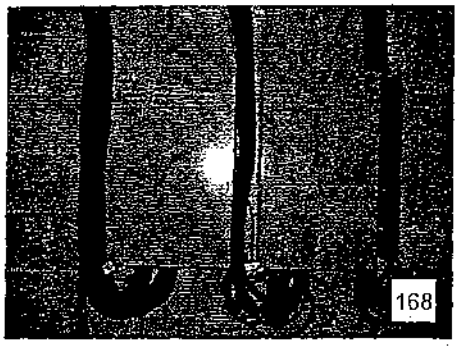
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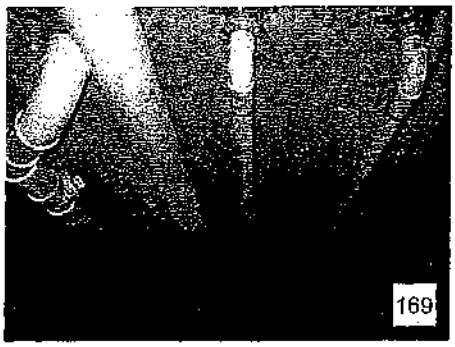
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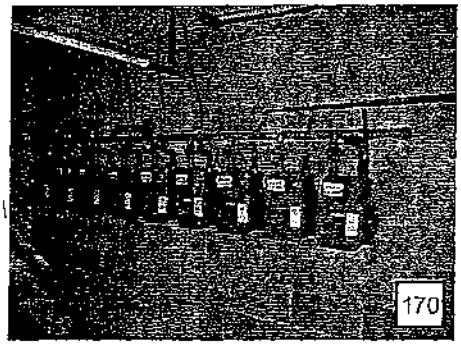
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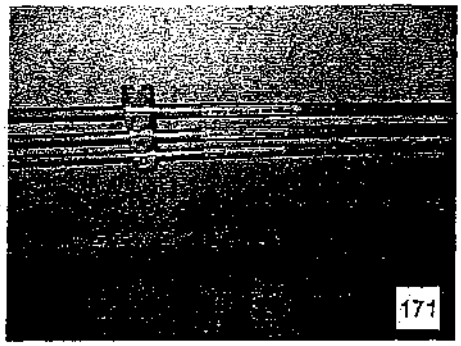
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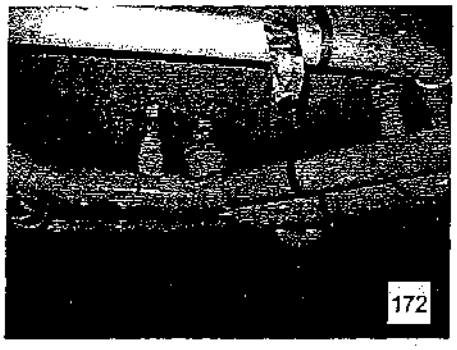
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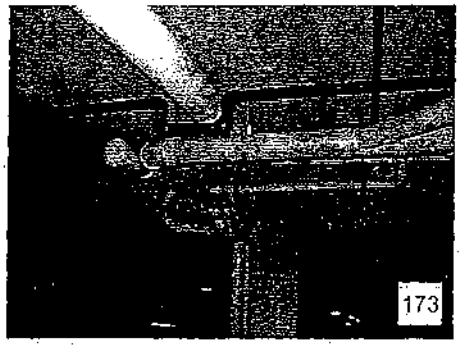
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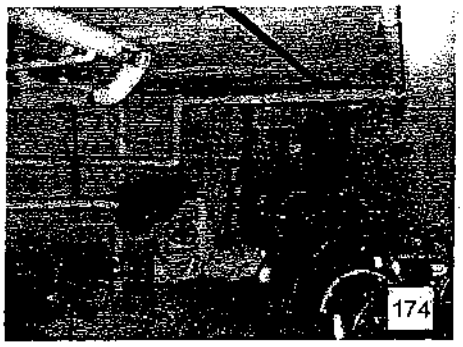
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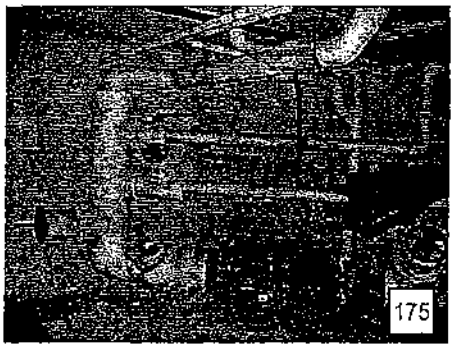
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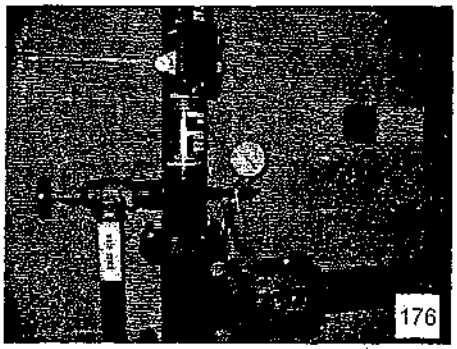
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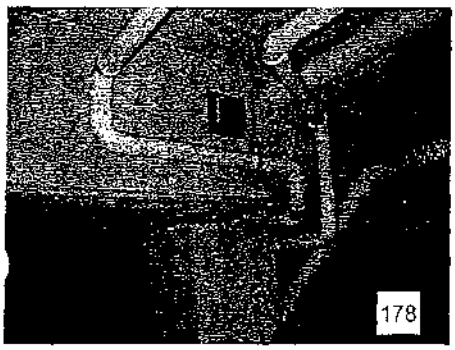
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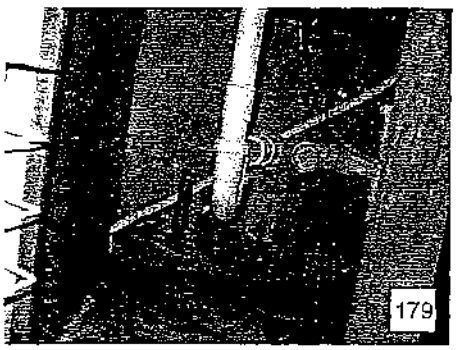
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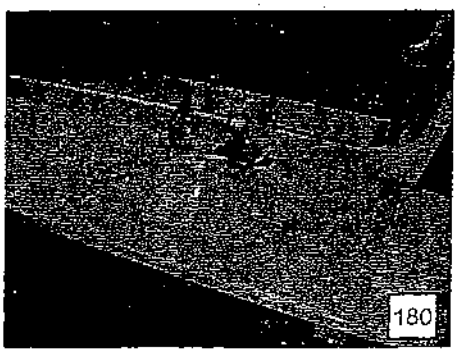
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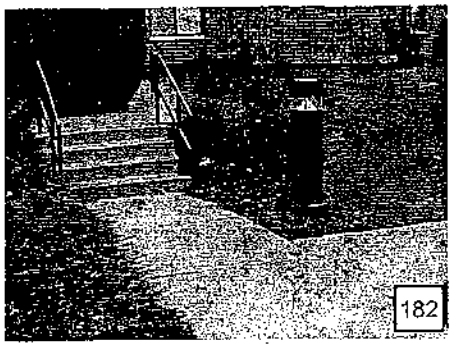
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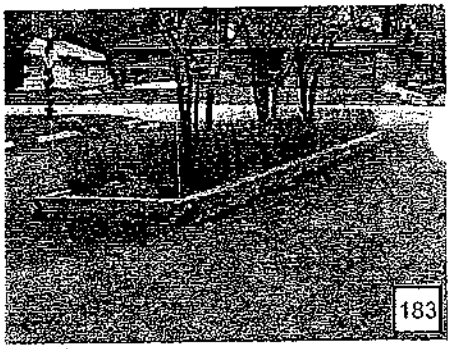
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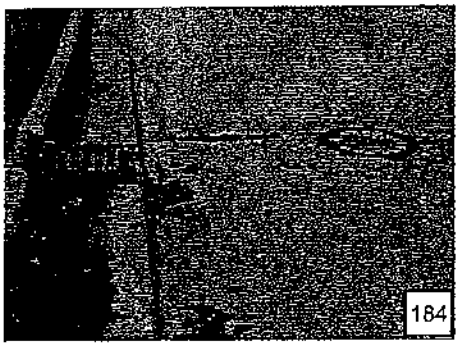
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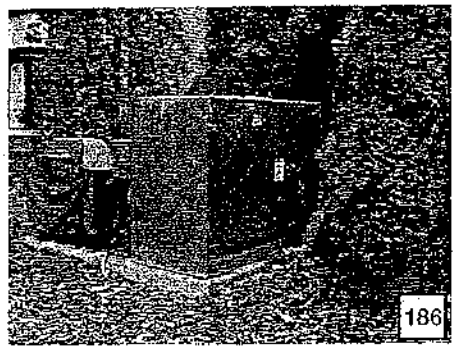
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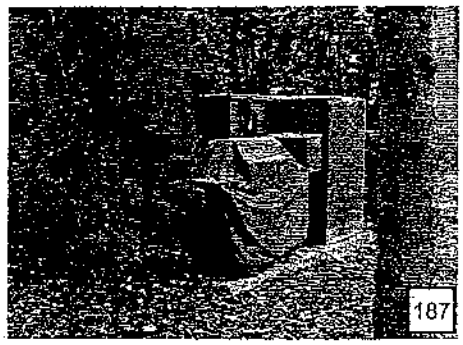
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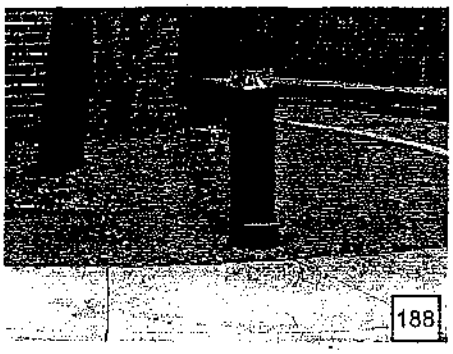
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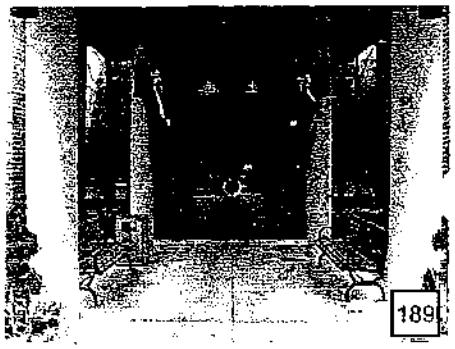
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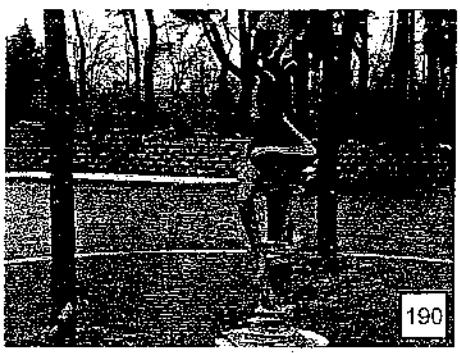
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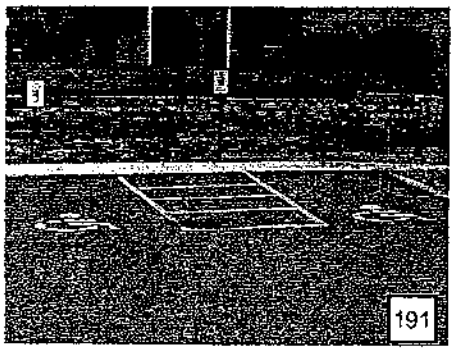
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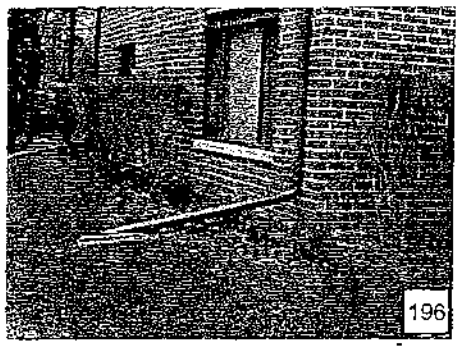
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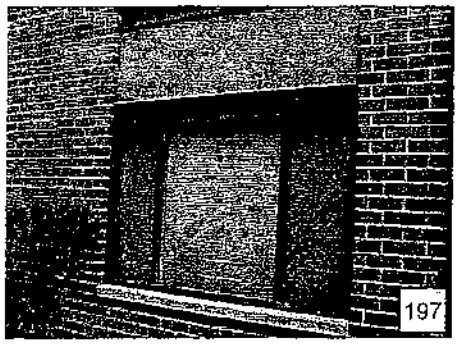
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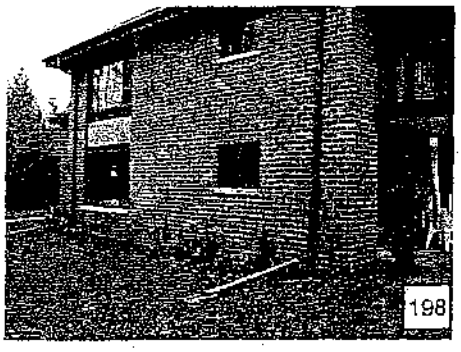
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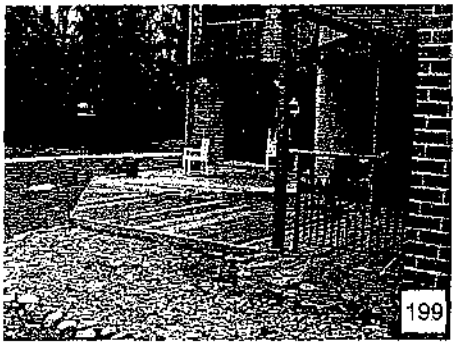
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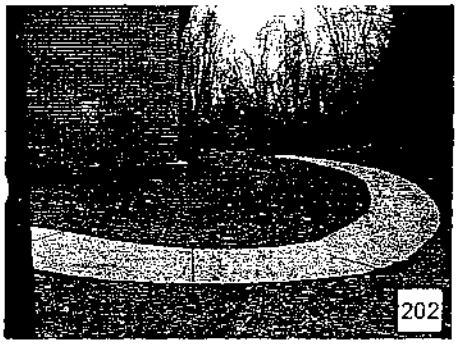
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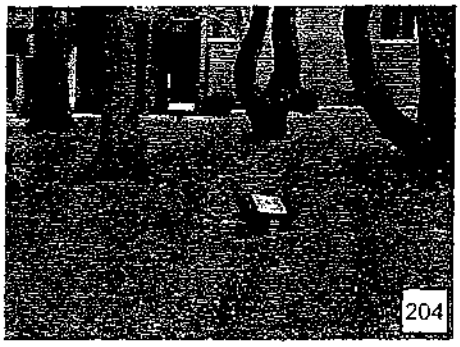
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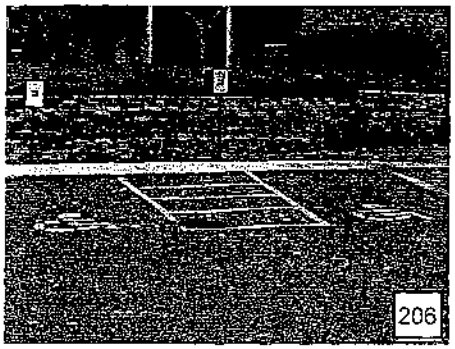
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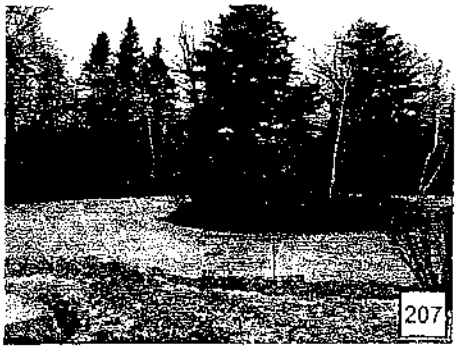
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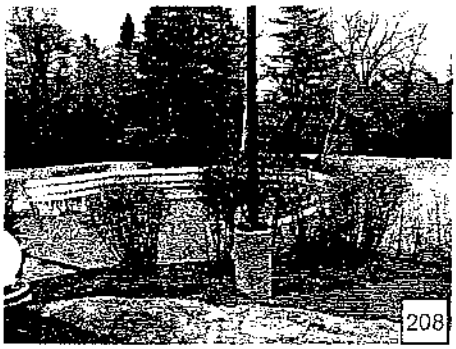
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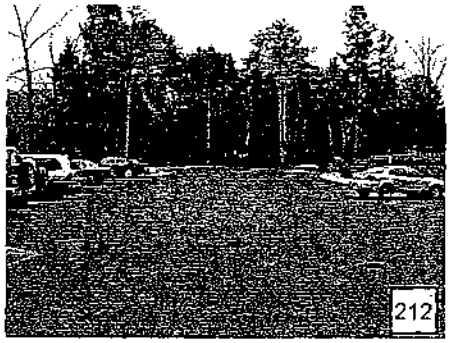
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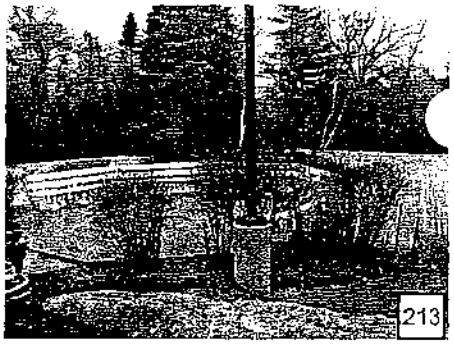
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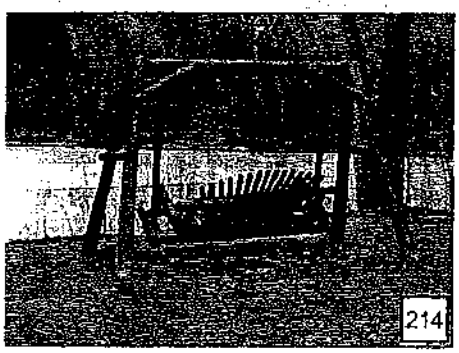
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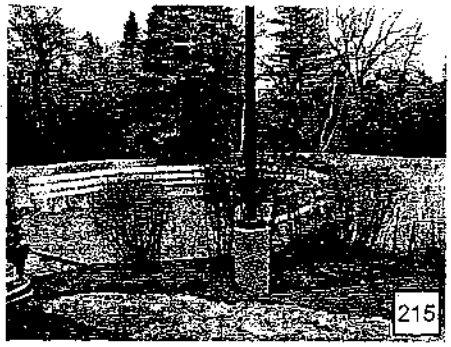
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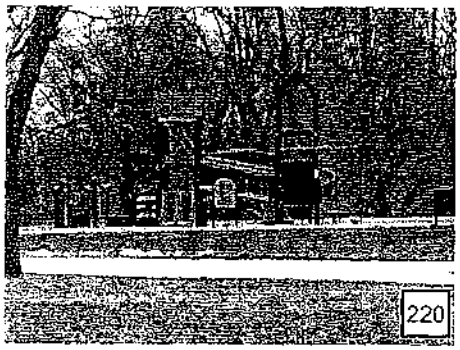
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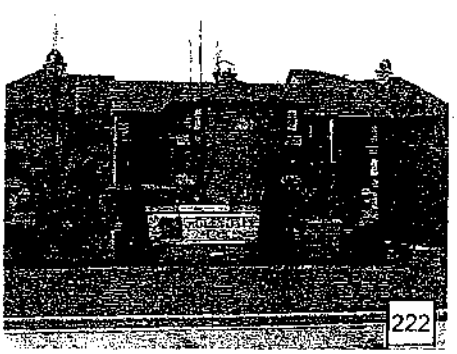
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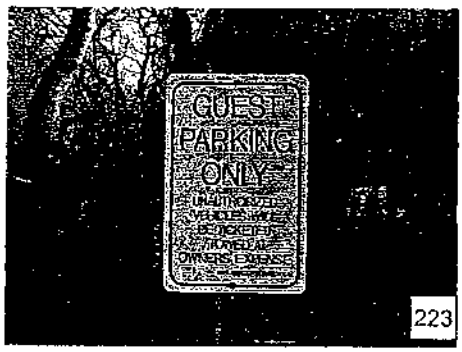

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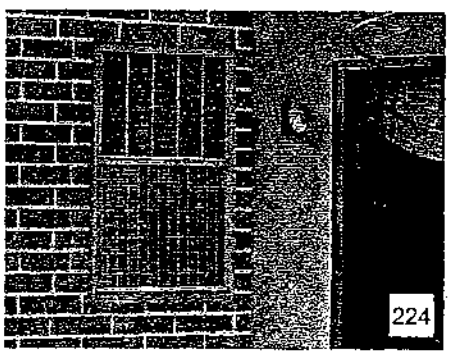
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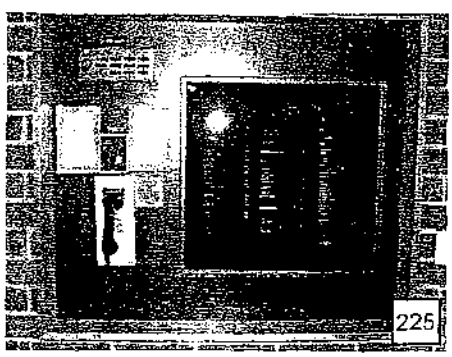
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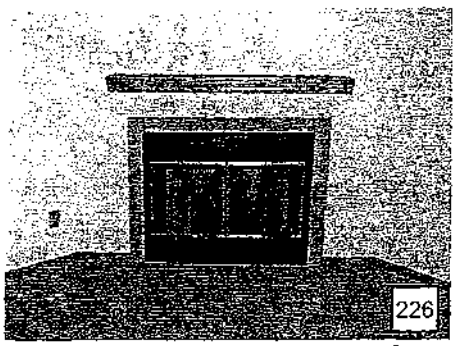
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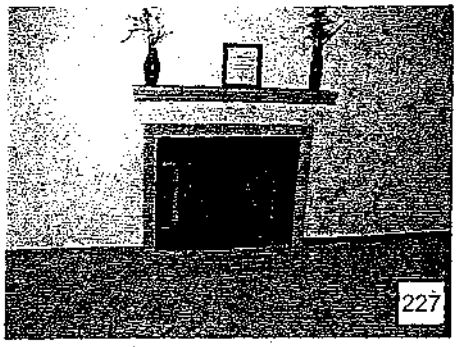
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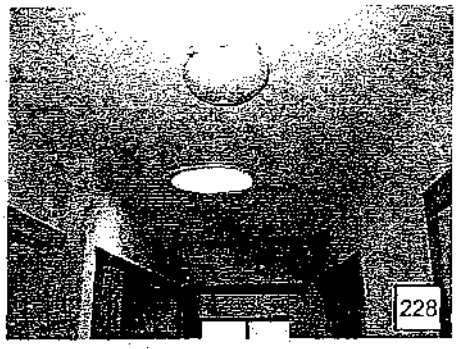
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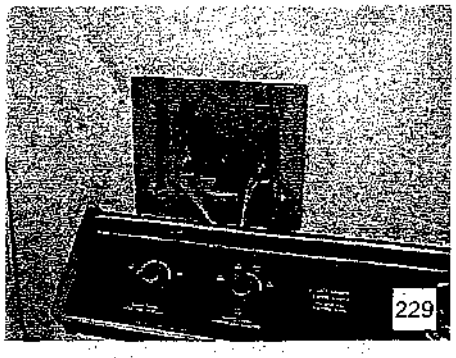
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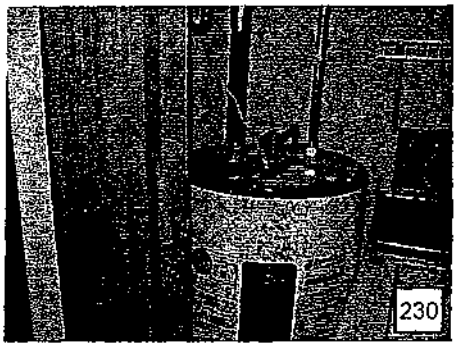
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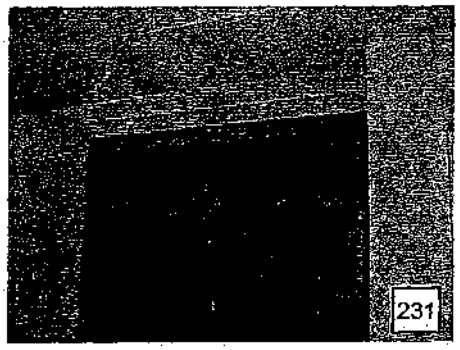
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GLENDALE LAKES

DISCLOSURE MATERIALS

SECTION 10

GUIDELINES

To: **Residents of Glendale Lakes Condominiums**
From: **Glendale Lakes Management Office**

Welcome to our new residents! We hope that you are enjoying your new home! In the hopes of keeping our community running smoothly, we would like to bring the following to your attention.

Large Item Deliveries: Any large delivery item requiring a dolly or two people to transport should go thru the garage area into the lobby. **Please do not take deliveries through the front doors and into the lobby**. It is up to each person to guide delivery people through the correct entrance. If you need help or have a question, call 414.351.2727.

Condominium Repairs: When a repair is needed, owners have the option of using a contractor of your choice, which includes our on-site Maintenance Director, Chuck Holzman. Chuck has a through and up-to-date knowledge about the workings of this building and the products used in your unit. You can reach Chuck by calling 414.704.1621. If Chuck does not answer immediately, please leave a message and he will get back to you shortly to respond to your repair needs.

General Questions and Common Concerns: For general questions and concerns, please call 414.351.2727. Of if you are not sure who to call, call 414.351/2727 and you will be directed to the right number.

Recyclables: Glendale Lakes has a recycling program. Please place all glass, metal cans, aluminum cans, plastic items with a 1 or 2 (only), paper, magazines and flattened boxes into the recyclable bins near the garage door entrance. Remove recycled items from plastic storage bags and place them loosely in the bins – the Condo Association may be fined if the recycling company must remove the items from plastic storage bags. There is no bin for regular trash in the garage. Household trash must be bagged and placed in the trash chutes across from the elevator on each floor. It is important that no glass be thrown down the chutes. This can destroy the compactor!

Carts: Grocery carts are provided at each lobby entrance door inside the garage. Please replace carts promptly and do not keep them overnight. Personal carts should be labeled with the owner's name and placed inside storage areas or in front of your car. Do not place personal carts at the lobby entrance doors. Larger utility carts are kept in the first floor utility storage across from the elevator. Please return them promptly to make them available to everyone.

Front Door Mats: We have had many requests regarding door mats. Front door mats are not allowed due to Glendale Fire Code restrictions. They are considered a trip hazard. We appreciate your cooperation.

Thank you for your help!

Guidelines for Living at Glendale Lakes Condominiums
Moving Day Information

Notify Onsite Administration: Please call the Glendale Lakes Condominium office at 414 351.2727 Monday through Friday between 9AM and 12:00PM to schedule the date and time of your move. This will allow us to make all necessary arrangements in advance of your arrival, including preparing the elevators and garage area and reserving space in our parking lot for your moving van. The Glendale Lakes Condominium office is not open on Saturday or Sunday. If you move takes place on the weekend, arrangements must be made ahead of time. Please ask friends or family who come to help you move to park in the designated "guest parking: areas. Cars, trucks or trailers are not allowed on the sidewalks or grass areas at any time.

Notify Utilities: To insure that your utilities are working on the day that you arrive, please call WE Energies (Wisconsin Electric/Wisconsin Gas) in advance at 800.249.9137 to start your service. Glendale Lakes Condominiums are cable ready. To begin your cable service please contact Time Warner at 414.271.9283.

General Guidelines for Living at Glendale Lakes
Guidelines are listed alphabetically. If you have any questions
Please call our management office at 414.251.2727

Appliance Usage: Clothes dryers should be used from 8:00AM – 10:00PM. The roof vents fans that take out the moisture only operate during those hours.

Carts: Grocery cars are located at the lobby entrance of each garage for owners' use. A larger utility cart is also available in the first floor locked utility floor (next to the trash chute). Use your door key to unlock this utility room. Carts should be returned directly after use and never stored in your unit overnight.

Community Appearance – Patios/porches: For general appearance sake, please do not hang wash, rugs or any items outside on patios or porches.

Entrance Lobby – Locked; Building Access: Your unit's front door keep opens the front lobby door, the side entrance doors, the garage pedestrian and lobby entrance doors, the first floor utility room, the second floor library/community room and the fitness center door.

Fitness Center: A fitness center is located on the first floor of Glendale Lakes next to the elevators. A universal weight machine, two treadmills, recumbent bike, elliptical machine, free weights and TV are included. The key to your front door unlocks this room. Please lower the volume of the TV between the hours of 10:00PM and 7:30AM. **Glendale Lakes is not responsible for accidents or injuries sustained while using the Glendale Lakes Fitness Center and Equipment. Each resident is responsible for arranging and paying for equipment instructions**.

Garbage Disposal:
Do:

- Grind food waste with a strong flow of cold water.
- Dispose of small amounts of fats and grease in your disposal.
- Run water for at least 15 seconds after grinding to flush the drain line

Don't:

- Don't use hot water when grinding food waste
- Don't grind extremely fibrous materials such as corn husks, artichokes, cantaloupe rinds, celery and onion skins as they may plug the drains.
- Don't grind medium or large bones.
- Don't turn off water or disposal until grinding is completed and only the sound of motor and running water is heard.

Garage Removal: Every floor has a garbage chute that goes to the compactor in the south garage. Only place bagged household garbage in this chute. If you need to dispose of a large item, please put it next to the compactor room in the south garage. Do not place unbagged garbage or glass down the chute.

Holiday Decorations

Hallway limitations: Please limit decorations outside your hallway entrance door to the shelf at your door and a decoration hanging from one point on your door. To protect the finish on the door, please use painter's masking tape and not scotch tape. Please refrain from displaying holiday decorations on the lawn or patio.

Lighting: Be sure that holiday lighting has an "Underwriters' Laboratory" label. This label is given to lights that have been tested for safety. Make sure the lights you use don't have any worn or frayed parts.

Trees and Wreaths: You can use real fir trees and wreaths but we ask that they be treated with a fire retardant before you bring them into the building. At the end of the holiday season, please dispose of evergreen wreaths and trees by bringing them to the area next to sidewalk just outside of the south garage. To avoid leaving needles in the halls, please drop the evergreens from your balcony and then take them to the disposal site. You can also purchase a tree disposal bag from any garden or hardware store. Use that bag to wrap up your tree and take it to the disposal site.

Ice Skating: Not on the property: The small lake on our property is fed by springs which makes and ice that forms on the lake unsafe, even in the coldest weather. No ice-

skating is allowed. Thin ice is very dangerous for obvious reasons, so we ask all residents to stay off the lake year round for their own safety.

Mail Delivery: The U.S. Postal Service delivers the mail to the bank of mailboxes located in the main lobby. Each unit has its own mailbox. Packages that come through the U.S. Postal Service but do not fit in these mailboxes will be placed on the shelf across from the mailboxes.
Newspaper Delivery: The local Journal/Sentinel, The New York Times and The Wall Street Journal can be delivered to your door.

Other Deliveries:

UPS & Small Packages: The onsite administrator will accept deliveries during business hours. Packages that come by UPS or through any other delivery company will usually be placed outside your door.

Large Items: If a large item is being delivered, please notify the onsite manager so that the item can be moved directly into your unit by the delivery person. Please notify the manager if you need help with any delivery being made outside of business hours.

Pets: "Dog Waste" cans are located on the grounds at the south parking lot entrance near the evergreens and the entrance to the fire lane at the north end of the building. To reduce odors during warm weather, please wrap the waste in a separate plastic bag before you deposit it into the can. A designated 'chemical free' lawn area is located in front of the evergreen trees outside of the north entrance door.

Recycling:
General: There are recycling bins in the garage for your aluminum, metal, glass, 1 & 2 plastics and household paper. They can be co-mingled. Remove corks, tops etc. from recyclables and deposit them loosely in the bins. Dispose of tops and plastic bags in the garbage container next to the bin.

Storage Areas: All personal items should remain inside storage bins. Personal items should not be stores in the hallways or garage areas. To allow for the proper operation of the sprinkling system in the event of a fire, the city fire code requires a 19" clear space between the top of any stored items and the ceiling.

Bicycles: You are welcome to store your bike in the community bicycle storage racks located in the north and south garage corners. Please put your name on a tag attached to the bike for identification.

Glendale Lakes Offers the Following Services

Car Wash: Each garage has its own car wash area for year-round auto care. At the completion of your car wash, please squeegee the water to the drain to prevent standing pools of water.

Fitness Center: The first floor fitness center is home to first rate fitness machines and TV for resident's use. Please lower the volume of the TV between the hours of 10:00PM and 7:30AM.

Guest Suite: A guest suite is available for the guests of Glendale Lakes residents. You can reserve this suite for up to 5 nights by calling the onsite administrator. Due to the expense of cleaning and maintaining the suite, a minimum stay of two nights is required. If additional nights are needed, you may request it but it is subject to the needs of other owners. Check with the condominium management office for rental information. A reservation slip should be filled out and given to the management office for confirmation. The reservation forms are located in the box on the door of the office on the third floor. Payment is made at the time the keys are picked up.

Meeting Room/TV Lounge: Located on the second floor, the Meeting Room/Lounge has a TV and game table with chairs. It is also home to the complimentary lending library maintained by owners. This room can be reserved by calling 414.351.2727.

Party Room: The party room holds up to 80 people depending upon room set up. It offers a full working kitchen, bar area, five round 60" tables, three 6' long banquet tables, one 8' banquet table and 60 chairs available for party use. Please ask the onsite manager for more details about using and reserving this room.

Rule: Distribution of unofficial communications within Glendale Lakes Condominiums

Adopted February 27, 2013 by the Board of Directors of Glendale Lakes in accordance of Article VIII of the By-laws.

Effective March 1, 2013 official communications, as designated by the Board, will be placed on bulletin boards located on the lobby doors leading from the two inside parking areas.

A tray will be placed on the shelf across from the mail boxes for any bulletin or leaflet, of any owner, pertaining to life at Glendale Lakes. The disseminator's name and date of placement should be stated within the materials and unused pieces should be removed within 48 hours. Examples of such bulletins or leaflets:

1) An invitation to initiate a poker/bridge game.
2) A bulletin of special interest of owners and occupants.

No leaflet, bulletin or written material, other than published newspapers, may be placed in the common areas of the property including entrances to the individual living units. An exception to the rule is the placement of leaflets placed at individual living units by the Condominium office for urgent communication.

The Condominium Association encourages community wide social events and mixers. The Condominium office will assist in promoting and publicizing such events.

MOVE IN RULES AND AGREEMENT

Owner/Renter Name(s):

Unit #:	**Phone #:**	**Email:**	
Vehicle(s)	**Make:**	**Model:**	**Lic.#:**
	Make:	**Model:**	**Lic.#:**
Move Day Rep:		**Phone # *[cell preferred]*:**	
Moving Date:		**Today's Date:**	
Moving Company:			
Moving Company Insurance Carrier:			
$500 Refundable Check Date:		**✓#**	**Rec'd by:**
$150 Supervisor Check Date:		**✓#**	**Rec'd by:**

SCHEDULING THE MOVE:
Contact the Glendale Lakes Administrator (414-351-2727) at least seven (7) business days in advance of your moving date. A Moving Supervisor will be scheduled via the Office and the move-in elevator reserved and prepared with padding. This elevator will be key locked and blocked off with a construction cone during the time of the move. Not scheduling a move in advance will subject the owner to a fine by the association.

Move-ins will be conducted between 8AM and 5PM, Monday through Friday. No moves shall be scheduled on Saturdays, Sundays, and following holidays: New Year's Day, the first two days of Passover, Memorial Day, 4th of July, Labor Day, the two days of Rosh Hashana, Yom Kippur, Thanksgiving Day, and Christmas Day.

MOVING DEPOSIT AND OWNER RESPONSIBILITY:
At the time you schedule your move with the Glendale Lakes Administrator, you must sign the move-in agreement stating you understand a refundable deposit of $500 shall be delivered to the Administrator's Office seven (7) days prior to the scheduled date. This fee will be applied to any damage, repair and cleaning of the common areas, losses or other liabilities and charges incurred as a result of the move. Unused funds will be refunded. Additionally, the owner accepts responsibility for the cost of any damage, repair, cleaning, losses, or other liabilities that may exceed the amount of the deposit. A second fee of $150 for Moving Supervision is also due to provide staffing to ensure the building is monitored and secured during the move in process.

BUILDING ACCESS AND LOCKED ENTRANCE LOBBY:
All items should be moved through the garage into the lobby access doors. Items cannot be moved in through the front door; these doors are to remain accessible for residents and guests.

An electronic fob, specifically coded to your unit, unlocks the front entrance door and the garage doors into the lobby. When placed near the electronic pad, the fob unlatches and opens the door automatically. In 15 seconds, the door closes. Allow the door to operate independently.

The "green key" unlocks the exterior north and south side doors, the Library door, the hallway corridor doors, and the pedestrian doors leading into the garage. Purchase additional fobs ($15) or green keys ($2) from the Administrator's office. (The Administrator maintains the Community Room key.)

The key to your Condominium Unit front doors also opens the first floor Utility Room and Fitness Center.

MOVING DAY DESIGNATED PARKING:
Friends or family who help with the move should park in the outer parking lot areas. Cars, trucks, or trailers are not allowed on the sidewalks or grass areas at any time. You shall be liable for any damage to the building or its' grounds. A moving day representative must be present during the entire move. Please notify the Moving Supervisor if there are boxes, furniture, or debris of any kind left in your unit.

PARKING:
Large moving trucks must park in the areas designated by Management. It is the unit owner's responsibility to inform the moving company that over-the-road 18 wheelers, due to their size, are not permitted in the lot.

BOXES AND PACKING MATERIALS:
The owner is responsible for the removal of crates, boxes, shipping material, etc. Hallways and elevators must be cleared of all debris at the end of the move. All boxes must be broken down and placed in the garage recycling bin or stacked next to the bin if they don't fit. If there are a large number of boxes to dispose of, contact Maintenance Manager, Chuck Holzman, (414-704-1621). Secure trash in tall kitchen bags (no larger), other than recyclables, and place it in the trash chute across from the elevators. Larger trash and packing materials can be placed in large plastic bags and placed in front of the compactor doors in the south garage.

GROCERY AND LUGGAGE CARTS:
Grocery, luggage, and garment carts are provided at each lobby entrance door inside the garage. Return the carts promptly to make them available to everyone.

Personal carts should be labeled with the owner's name and kept inside your storage or in front of your car. Do not place personal carts at the lobby entrance doors.

Larger utility carts are kept in the first floor Utility Room storage across from the elevator. Your condominium key unlocks the Utility Room door; this door is to be kept locked at all times.

PETS:
Pets must be leashed in common areas inside and outside the building. Pet Waste cans are located on the grounds at the south parking lot entrance near the evergreens and the entrance to the fire lane at the north end of the building. Please wrap the waste in a plastic bag before depositing it into the can. A designated chemical free lawn area is located in the front of the evergreen trees outside the north entrance door.

I/We, the undersigned, accept the Move-In Rules & Agreement.

Owner/Renter(s) Signature(s):

Print Name Here:

Today's Date:

Accepted by:	**Date:**

MOVE-OUT RULES & AGREEMENT

Owner/Renter Name(s):

Unit #:	**Phone #:**	**Email:**	
Move Day Rep:		**Phone #** *[cell preferred]*:	
Moving Date:		**Today's Date:**	
Moving Company:			
Moving Company Insurance Carrier:			
Forwarding Address:			
$500 Refundable Check Date:		**✓#**	**Rec'd by:**
$150 Supervisor Check Date:		**✓#**	**Rec'd by:**

SCHEDULING THE MOVE:
Please contact the Glendale Lakes Administrator (414-351-2727) at least seven (7) business days in advance of your moving date. A Moving Supervisor must be scheduled and the move-out elevator must be reserved and prepared with padding. This elevator will be key locked and blocked off with a construction cone during the time of the move. Not scheduling a move-out will subject the owner or tenant to a fine by the association.

Move-Outs will be conducted between 8AM and 5PM, Monday through Friday. No moves shall be scheduled on Saturdays, Sundays, and the following holidays: New Year's Day, the first two days of Passover, Memorial Day, 4th of July, Labor Day, the two days of Rosh Hashana, Yom Kippur, Thanksgiving Day, and Christmas Day.

MOVING DEPOSIT AND OWNER/TENANT RESPONSIBILITY:
At the time you schedule your move with the Glendale Lakes Administrator, you must sign them Move-Out agreement stating you understand a refundable deposit of $500 shall be delivered to the Administrator's Office at least seven (7) days prior to the scheduled moving date. This fee will be applied to any damage, repair and cleaning of the common areas, losses or other liabilities and charges incurred as a result of the move. It will also be applied to the removal of any unwanted boxes, furniture, or debris left in the unit after your move. Unused funds will be refunded. Additionally, the owner accepts responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit. A second fee of $150 for the Glendale Lakes Moving Supervisor is also due to provide staffing to ensure the building is monitored and secured during the move-out process.

BUILDING ACCESS AND LOCKED ENTRANCE LOBBY:
All items should be moved through the garage into the lobby access doors. Items cannot be moved in through the Lobby front door; these doors are to remain accessible for residents and guests.

MOVING DAY DESIGNATED PARKING:
Friends or family who help with the move should park in the outer parking lot areas. Cars, trucks or trailers are not allowed on the sidewalks or grass areas at any time. You shall be liable for any damage to the building or its' grounds.

PARKING:
Large moving trucks must park in the areas designated by Management. It is the unit owner's responsibility to inform the moving company that over-the-road 18 wheelers, due to their size, are not permitted in the lot.

BOXES AND PACKING MATERIALS:
The owner is responsible for the removal of crates, boxes, shipping material, etc. Hallways and elevators must be cleared of all debris at the end of the move. All boxes must be broken down and placed in the garage recycling bin. If there are a large number of boxes to dispose of, contact Maintenance Manager, Chuck Holzman, (414-704-1621). Secure all trash, other than recyclables, in a plastic bag and place it in the trash chute across from the elevators. Packing materials can be placed in large plastic bags and placed in front of the compactor doors in the south garage.

I/We, the undersigned, accept the Move-Out Rules & Agreement.

Owner/Renter(s) Signature(s):

Print Name Here:

Today's Date:

Accepted by:	**Date:**

GLENDALE LAKES CONDOMINIUM
EMERGENCY EVACUATION PLAN

I. PURPOSE

The purpose of any emergency plan is to provide information to the reader/user of the steps to follow to ensure their quality of life. Self preservation is the primary concern of the emergency plan. **Your ability to stay calm, think rationally and follow the steps you have practiced will save your life and assist Emergency Personnel to find or assist those that truly need help**. As individual residents you make up a unique community called Glendale Lakes. You need to come together as a community for this plan to work. Everyone plays a role.

II. INTRODUCTION

A. Introduction to the Fire Evacuation Plan: This plan establishes the evacuation procedures to be followed by the residents of Glendale Lakes. The plan will outline some of the most common reasons for evacuation:

a. Fire Alarm
b. Tornado
c. Other disasters (i.e. gas leak, etc.)

This plan will offer various ways of ensuring the security of your safety during these evacuation emergencies. As a resident of Glendale Lakes, it will be your responsibility to read and ask questions about any portion of this plan that you believe to be unclear. It will also be the responsibility of all residents to make all their visitors aware of the proper procedures to follow in the event of an emergency.

OUR SYSTEM: Our building is equipped with an Automatic Fire Alarm System. The building has smoke detectors, heat detectors, manual pull stations and both audible and visual enunciation of the fire alarm. The fire alarm is monitored by an outside agency. The outside agency calls North Shore Dispatch

B. PULL STATIONS: Fire Alarm Pull Stations are located:

1. To the left of the elevator on the 1st, 2nd and 3rd floors.
2. Inside and to the left of the main entrance doors, as well as, the north, south, and west exit doors.
3. Inside and to the left of the north and south garage entrance doors to the lobby.
4. To the left of the north and south stairwell entrance doors at the garage levels.
5. To the left of the stairwell exit doors at the north and south ends of the 1st, 2nd and 3rd floors.

C. **EMERGENCY LIGHTING: Our goal is to help Residents exit the building quickly, safely and efficiently. KEEP AN EMERGENCY FLASHLIGHT** with you to use when you return to your unit and to gain the attention of rescue workers if you're waiting outside on your patio or porch. **The EMERGENCY LIGHTING IN OUR HALLWAYS IS ON FOR A LIMITED TIME ONLY.**

D. **FIRE DOORS: Never prop open the fire or smoke doors located in the hallways.** These doors are designed to restrict the movement of fire and smoke within the building.

E. **FLIGHT NOT FIGHT: Glendale Lakes has a policy of *flight, not fight.*** *If you see fire, do not attempt to extinguish the fire yourself. Pull the fire alarm and begin the evacuation procedure. Only those persons properly trained how to use a hand held extinguisher should attempt to do so. Even with training, never fight a fire alone.*

F. **REPORTING A FIRE: All fire, even if extinguished or found extinguished, must be reported to the fire department.**

III. THE RESIDENTS

A. **The "Buddy" System:** If you like, you may select a neighbor to buddy with. This neighbor is someone to go with during evacuation. Your "Buddy" may be someone that needs assistance, or someone to be there if you need assistance. As you evacuate the building, knock (pound) on your Buddy's door, and leave the affected area. **DO NOT WAIT TO EXIT AS THERE MAY BE NO ONE AT HOME.**

B. **Report all unsafe conditions within your building to the Administrative Manager**:
1. Locked exit doors
2. Blocked or congested exit corridors
3. Combustible items being stored in the corridors
4. Burned out or non-functioning exit lights
5. Emergency lighting that is not functioning
6. Fire alarm components that are not properly functioning

C. **If the smoke detector in your unit sounds because of burned food, cooking odors or steam** from cooking or a bathroom shower, **open your patio door/windows to allow the steam to escape to the outdoors. DO NOT OPEN YOUR DOOR TO THE HALLWAY. Notify the Administrative Manager or Maintenance Manager** that everything is OK. **Smoke detectors in individual units are not "tied into" the Alarm monitoring company.** Residents must call "911" or pull a "fire alarm" to activate the fire department.

D. VACATION NOTIFICATION: At the time of a fire or other emergency, Emergency Response Personnel will knock on every door. If you are going to be gone for more than a month, as a courtesy, please notify the Administrative Manager.

IV. FIRE EVACUATION PLAN:

A. Fire Evacuation Procedures:

1. Procedure if an Alarm is Sounding:

a. Remain calm
b. TEST your door for heat (with the back of your hand) before exiting.
c. If door is not hot, open the door slowly, look for fire or smoke. If none is present, knock on the door of your "Buddy," if you have one, and calmly, quickly leave the building and proceed to your Designated area (See Section V).
d. If smoke enters your unit, and you don't see smoke outside your patio door, exit your patio door to wait for rescue workers.
e. Keep an emergency flashlight with you whenever possible.
f. If you are visiting elsewhere in the building, evacuate through the closest stairwell. **DO NOT USE THE ELEVATOR.**

2. Procedure if fire alarm is not sounding and you see or smell smoke:

a. Pull the fire alarm or Call 911.
b. Repeat the above evacuation procedure under "If an Alarm is Sounding."

3. Procedure if smoke is blocking your path:

a. If you are unable to leave your unit because smoke or fire is blocking your path, **stay in the unit with the door closed.**
b. Take a flashlight, sheet or towel and go out on the patio. Waive the sheet or towel and/or flashlight and yell.
c. The fire fighters will see the waiving or hear your calls and know where to go to assist in your rescue. **NEVER JUMP.**

4. Procedure for Exit & Entry:

a. **Remember, never attempt to use an elevator as a means of escape.**
b. **Until the "All Clear" is given, never reenter the building once you have exited.** Any pets or specific items that you may want to go back in for are not worth losing your life. Give a description of any specific items you may need to the Administrative Manager, if present, or Board Member present, who will relay them to the Fire Department. They will retrieve them for you.

5. **Procedure to evacuate Residents with a physical impairment:**
    a. If you are physically impaired at the time of an emergency, you should move to the patio door. If you see signs of smoke outside the patio door. **DO NOT OPEN THE DOOR.**
    b. Stay in your closed unit and remain near the patio door. **If you don't see smoke,** and if it is possible, immediately go out to the balcony and wait for the Emergency Response Personnel. **Keep an emergency flashlight with you to gain the attention of rescue workers.**
    c. For your safety, a list of residents with physical impairments will be given to the Fire Department to store in the emergency Knox Box on the Glendale Lakes property.
6. **Procedure to determine the "ALL CLEAR":**
    a. Once the situation has been deemed safe by the Incident Commander of the Fire Department, the Commander will notify the Glendale Lakes Board Member present when it is safe to reenter.
    b. A Glendale Lakes Board Member and/or the Incident Commander of the Fire Department, will notify residents in each designated area of the "All Clear." Remain in the Designated Area until the "All Clear" is given.

V. DESIGNATED MEETING AREA

A. DESIGNATED MEETING AREA: The following have been designated as "designated meeting areas"

1. **Units 101 – 108, and Units 119 – 126, and the corresponding numbers on the 2nd and 3rd floors:** Proceed to the main center stairwell (adjacent to the elevators), out through the lobby and meet at the deck near the pond.
2. **Units 109 – 115, and the corresponding numbers on the 2nd and 3rd floors:** Proceed to the South stairwell and meet outside at the bottom of the steps going down to the parking lot.
3. **Units 127 – 134, and the corresponding numbers on the 2nd and 3rd floors:** Proceed to the North stairwell and meet outside on the sidewalk at the back of the property.

If you have any questions regarding these procedures, please contact the Glendale Lakes Administrative Manager. These procedures have been created under the guidance, and with the approval, of the North Shore Fire Department.

Updated August 31, 2017